



Western Riverside Council of Governments Executive Committee

AGENDA

**Monday, March 7, 2022
2:00 PM**

**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

[Join Zoom Meeting](#)

Meeting ID: 886 5507 5874

Password: 030722

Dial in: (669) 900 9128 U.S.

SPECIAL NOTICE – COVID-19 RELATED PROCEDURES IN EFFECT

Due to the State or local recommendations for social distancing resulting from the threat of Novel Coronavirus (COVID-19), this meeting is being held via Zoom under Assembly Bill 361 (Government Code Section 54953) (AB 361). Pursuant to AB 361, WRCOG does not need to make a physical location available for members of the public to observe a public meeting and offer public comment. AB 361 allows WRCOG to hold Committee meetings via teleconferencing or other electronic means and allows for members of the public to observe and address the committee telephonically or electronically.

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

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

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

1. CALL TO ORDER (Karen Spiegel, Chair)

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PUBLIC COMMENTS

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

5. CONSENT CALENDAR

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

A. Assembly Bill 361 Findings

Requested Action(s):

1. Affirm the findings of the Executive Committee in Resolution Number 26-21, adopted on November 1, 2021, which are:
 - a. The Governor proclaimed a State of Emergency on March 4, 2020, related to the COVID-19 pandemic, which State of Emergency continues to exist today; and
 - b. State or local officials have recommended measures to promote social distancing.

B. Summary Minutes from the February 7, 2022, Executive Committee Meeting

Requested Action(s):

1. Approve the Summary Minutes from the February 7, 2022, Executive Committee meeting.

C. WRCOG Committees and Agency Activities Update

Requested Action(s):

1. Receive and file.

D. Report out of WRCOG Representatives on Various Committees

Requested Action(s):

1. Receive and file.

E. Finance Department Activities Update

Requested Action(s):

1. Receive and file.

F. Fiscal Year 2020/2021 Agency Audit

Requested Action(s):

1. Receive and file.

G. TUMF Program Activities Update - Results of On-Call Engineering Services under RFP No. 22-01

Requested Action(s):

1. Authorize the Executive Director to enter into an On-Call Engineering Services Professional Services Agreement between WRCOG and Transportation Engineering &

- Planning, Inc., for an amount not to exceed \$100,000.
2. Authorize the Executive Director to enter into an On-Call Engineering Services Professional Services Agreement between WRCOG and W.G. Zimmerman Engineering, Inc., for an amount not to exceed \$100,000.

H. TUMF Nexus Study Activities Update

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

I. Update from the California State Association of Counties

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

6. REPORTS / DISCUSSION

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

A. Cal Cities Activities Update

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

B. I-REN Status and Activities Updates

Requested Action(s): 1. Authorize the Executive Director to execute a Professional Services Agreement between WRCOG and Frontier Energy, Inc., for Inland Regional Energy Network Implementation Plan Development and Programs Launch for a not to exceed amount of \$793,701.

C. 2nd Quarter Draft Budget Amendment for Fiscal Year 2021/2022

Requested Action(s): 1. Approve the 2nd Quarter draft Budget Amendment for Fiscal Year 2021/2022.

D. WRCOG In-Person Committee Meetings

Requested Action(s): 1. Provide direction to staff regarding the scheduling of in-person WRCOG Committee meetings.

7. REPORT FROM THE TECHNICAL ADVISORY COMMITTEE CHAIR

Jeff Van Wagenen, County of Riverside

8. REPORT FROM COMMITTEE REPRESENTATIVES

CALCOG, Brian Tisdale

SANDAG Borders Committee, Crystal Ruiz

SAWPA OWOW Committee, Ted Hoffman

SCAQMD, Ben Benoit

SCAG Regional Council and Policy Committee Representatives

9. REPORT FROM THE EXECUTIVE COMMITTEE CHAIR

Karen Spiegel, County of Riverside - District 2

10. REPORT FROM THE EXECUTIVE DIRECTOR

Dr. Kurt Wilson

[Executive Director Update](#)

11. ITEMS FOR FUTURE AGENDAS ~ Members

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

12. GENERAL ANNOUNCEMENTS ~ Members

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

13. CLOSED SESSION

- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION PURSUANT TO SECTION 54956.9(d)(1)
 - Joseph Baxter, et al. v. Max Energy Solar, Inc., et al., Case No. RIV2004271 (Riverside County Superior Court)
 - Martha Cordova, et al. v. Elite Solar Group, LLC, et al., Case No. 37-2021-00000765-CU-BT-CTL (San Diego County Superior Court)
 - Loreto Molina-Duarte, et al. v. Western Riverside Council of Governments, et al., Case No. 37-2021-00014856-CU-MC-NC (San Diego County Superior Court)
- CONFERENCE WITH REAL PROPERTY NEGOTIATOR
 - Property: 3390 University Avenue, Suite 200, Riverside, CA
 - Agency negotiator: Executive Director
 - Negotiating parties: Citrus Tower, Inc.
- PUBLIC EMPLOYEE PERFORMANCE EVALUATION
 - Title: Executive Director
- CONFERENCE WITH LABOR NEGOTIATORS pursuant to Section 54957.6
 - Agency designated representatives: Chair and General Counsel
 - Unrepresented employee: Executive Director

14. NEXT MEETING

The next Executive Committee meeting is scheduled for Monday, April 4, 2022, at 2:00 p.m., on the Zoom platform.

15. ADJOURNMENT



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Assembly Bill 361 Findings
Contact: Dr. Kurt Wilson, Executive Director, kwilson@wrcog.us, (951) 405-6701
Date: March 7, 2022

Requested Action(s):

1. Affirm the findings of the Executive Committee in Resolution Number 26-21, adopted on November 1, 2021, which are:
 - a. The Governor proclaimed a State of Emergency on March 4, 2020, related to the COVID-19 pandemic, which State of Emergency continues to exist today; and
 - b. State or local officials have recommended measures to promote social distancing.

Purpose:

The purpose of this item is to authorize virtual Committee meetings pursuant to Assembly Bill 361.

WRCOG 2022-2027 Strategic Plan Goal:

Goal #4 - Communicate proactively about the role and activities of the Council of Governments and its members.

Background:

Assembly Bill (AB) 361 amends the Ralph M. Brown Act to allow local legislative bodies to continue using teleconferencing and virtual meeting technology in certain circumstances. Under AB 361, legislative bodies can continue to meet remotely as long as there is a "proclaimed state of emergency" and the Executive Committee can make either of the following findings: (a) state or local officials have imposed or recommended measures to promote social distancing, or (b) whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

The Governor proclaimed a State of Emergency on March 4, 2020, related to the COVID-19 pandemic, which State of Emergency continues to exist to this day. Further, both State and Riverside County officials continue to recommend the social distancing.

AB 361 requires specific procedural safeguards for the public. To accommodate individuals during these teleconferences and virtual meetings, a public comment period will be offered where the public can address the legislative body directly in real time. Additionally, public comments will be allowed up until the public comment period is closed at the meetings. The agenda will include information on the manner in which the public may access the meeting and provide comments remotely. If technical problems arise that result in the public's access being disrupted, the legislative body will not take any vote or other official action until the technical disruption is corrected and public access is restored.

The attached resolution allowed the Executive Committee to implement AB 361 by making the findings discussed above. This finding will be in effect for 30 days or until the Executive Committee makes findings that the conditions listed therein no longer exist, whichever is shorter. The findings can be extended by the Executive Committee upon a finding that conditions supporting the findings included in the resolution still exist. The authorization to meet remotely applies to any other WRCOG committee that meets during the 30-day effective period.

AB 361 will allow for virtual meetings during other state-proclaimed emergencies, such as earthquakes or wildfires, where physical attendance may present a risk.

Prior Action(s):

November 1, 2021: The Executive Committee adopted Resolution Number 26-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments authorizing virtual Committee meetings pursuant to Assembly Bill 361. The resolution includes the following findings: a) The Governor proclaimed a State of Emergency on March 4, 2020, related to the COVID-19 pandemic, which state of emergency continues to exist today; and b) State or local officials have recommended measures to promote social distancing.

Fiscal Impact:

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

Attachment(s):

[Attachment 1 - Resolution Number 26-21: AB 361 findings](#)



Western Riverside Council of Governments

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

RESOLUTION NUMBER 26-21

A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS AUTHORIZING VIRTUAL COMMITTEE MEETINGS PURSUANT TO AB 361

WHEREAS, the Western Riverside Council of Governments ("WRCOG") is committed to preserving and nurturing public access and participation in meetings of the Executive Committee, Administration & Finance Committee, Technical Advisory Committee, Planning Directors Committee, Public Works Committee, Finance Directors Committee, and the Solid Waste Committee; and

WHEREAS, all meetings of WRCOG's legislative bodies, including its Executive Committee, Administration & Finance Committee, Technical Advisory Committee, Planning Directors Committee, Public Works Committee, Finance Directors Committee, and the Solid Waste Committee, are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend and participate in WRCOG's meetings; and

WHEREAS, starting in March 2020, in response to the spread of COVID-19 in the State of California, the Governor issued a number of executive orders aimed at containing the COVID-19 virus; and

WHEREAS, among other things, these orders waived certain requirements of the Brown Act to allow legislative bodies to meet virtually; and

WHEREAS, pursuant to the Governor's executive orders, WRCOG has been holding virtual meetings during the pandemic in the interest of protecting the health and safety of the public, WRCOG staff, and WRCOG's Committee members; and

WHEREAS, the Governor's executive order related to the suspension of certain provisions of the Brown Act expired on September 30, 2021; and

WHEREAS, on September 16, 2021, the Governor signed AB 361 (in effect as of October 1, 2021 – Government Code Section 54953(e)), which allows legislative bodies to meet virtually provided there is a state of emergency, and either (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in WRCOG, specifically, a state of emergency has been proclaimed related to COVID-19 and state or local officials are recommending measures to promote social distancing.

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

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

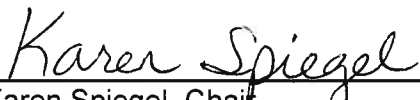
Section 2. Findings. Consistent with the provisions of Government Code Section 54953(e), the Executive Committee finds and determines that (1) a state of emergency related to COVID-19 is currently in effect and (2) state or local officials have recommended measures to promote social distancing in connection with COVID-19.

Section 3. Remote Teleconference Meetings. Based on the findings and determinations included herein, the Executive Committee authorizes and directs any of its legislative bodies, including, without limitation, its Executive Committee, Administration & Finance Committee, Technical Advisory Committee, Planning Directors Committee, Public Works Committee, Finance Directors Committee, and Solid Waste Committee, to conduct remote teleconference meetings under the provisions of Government Code Section 54953(e) and that such bodies shall provide public access to their meetings as provided in Section 54953(e).

Section 4. Effective Date of Resolution. This Resolution shall take effect upon adoption and shall be effective for 30 days unless extended by a majority vote of the Executive Committee in accordance with Section 5 of this Resolution.

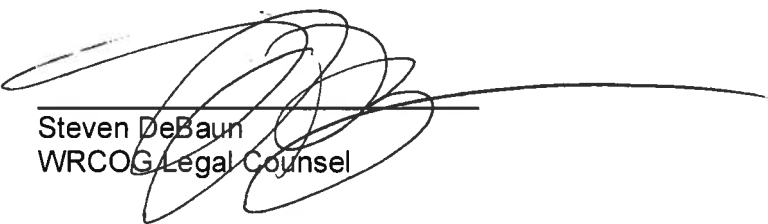
Section 5. Extension by Motion. The Executive Committee may extend the application of this Resolution by motion and majority vote by up to 30 days at a time, provided that it makes all necessary findings consistent with and pursuant to the requirements of Section 54953(e)(3). Any such extension may be made before or after the expiration of the preceding 30-day period.

PASSED AND ADOPTED by the Executive Committee of the Western Riverside Council of Governments on November 1, 2021.


Karen Spiegel, Chair
WRCOG Executive Committee


Dr. Kurt Wilson, Secretary
WRCOG Executive Committee

Approved as to form:


Steven DeBaun
WRCOG Legal Counsel

AYES: 21

NAYS: 0

ABSENT: 3

ABSTAIN: 0

Executive Committee

Minutes

1. CALL TO ORDER

The meeting of the WRCOG Executive Committee was called to order by Chair Karen Spiegel at 2:00 p.m. on February 7, 2022, on the Zoom platform.

2. PLEDGE OF ALLEGIANCE

Committee member Brian Tisdale led the Committee members and guests in the Pledge of Allegiance.

3. ROLL CALL

- City of Banning - David Happe
- City of Beaumont - Mike Lara
- City of Calimesa - Wendy Hewitt
- City of Canyon Lake - Dale Welty
- City of Eastvale - Christian Dinco
- City of Hemet - Russ Brown
- City of Jurupa Valley - Chris Barajas
- City of Lake Elsinore - Brian Tisdale
- City of Menifee - Matt Liesemeyer
- City of Moreno Valley - Edward Delgado
- City of Murrieta - Lori Stone
- City of Norco - Ted Hoffman
- City of Perris - Rita Rogers
- City of Riverside - Ronaldo Fierro
- City of San Jacinto - Crystal Ruiz
- City of Temecula - James Stewart
- City of Wildomar - Ben Benoit
- County, District 1 - Kevin Jeffries*
- County, District 2 - Karen Spiegel
- Eastern Municipal Water District (EMWD) - Phil Paule
- Western Municipal Water District (WMWD) - Brenda Dennstedt
- WRCOG Executive Director - Dr. Kurt Wilson

*Joined after Roll Call

4. PUBLIC COMMENTS

There were no public comments.

5. CONSENT CALENDAR

RESULT: APPROVED AS RECOMMENDED

MOVER: Lake Elsinore

SECONDER: WMWD

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

A. Assembly Bill 361 Findings

Action:

1. Affirmed the findings of the Executive Committee in Resolution Number 26-21, adopted on November 1, 2021, which are:
 - a. The Governor proclaimed a State of Emergency on March 4, 2020, related to the COVID-19 pandemic, which State of Emergency continues to exist today; and
 - b. State or local officials have recommended measures to promote social distancing.

B. Summary Minutes from the December 3, 2021, Executive Committee Strategic Planning Session

Action:

1. Approved the Summary Minutes from the December 3, 2021, Executive Committee Strategic Planning Session.

C. Summary Minutes from the December 6, 2021, Executive Committee Meeting

Action:

1. Approved the Summary Minutes from the December 6, 2021, Executive Committee meeting.

D. Summary Minutes from the January 12, 2022, Special Joint Executive and Technical Advisory Committee Meeting

Action:

1. Approved the Summary Minutes from the January 12, 2022, Special Joint Executive and Technical Advisory Committee meeting.

E. Finance Department 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.

H. Single Signature Authority Report

Action:

1. Received and filed.

I. Approval of Second Amendment to the PSA with TWINTEL Solutions, Inc., for IT and AV Services

Action:

1. Authorized the Executive Director to enter into a Second Amendment of the Professional Services Agreement between WRCOG and TWINTEL Solutions, Inc., to provide continued information Technology and Audio / Visual services in an amount not to exceed \$114,000 annually for two additional years.

J. Approval of PSA with Promeli Videoworks for On-Call creative Agency Services

Action:

1. Authorized the Executive Director to execute a Professional Services Agreement between WRCOG and Promeli Videoworks to support the development of the Agency's graphic design, video production, branding, and other creative support services needed by staff and member agencies for communication efforts in an amount not to exceed \$150,000 over a 36-month period.

K. Update from the California State Association of Counties

Action:

1. Received and filed.

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

Action:

1. Appointed Mayor Colleen Wallace, City of Banning, to the SCAG Energy & Environmental Policy Committee for a term commencing February 7, 2022, through December 31, 2022.

M. Submittal of Letter to the Metropolitan Water District Requesting Prioritization of Water Storage and Statewide Conveyance

Action:

1. Directed the Executive Director to submit a letter to the Metropolitan Water District on behalf of WRCOG's member agencies urging investment in statewide water storage and conveyance.

6. REPORTS / DISCUSSION

A. Member Agency REAP Funding Assistance Agreements

Chris Gray, WRCOG Deputy Executive Director, reported that WRCOG has secured \$1.678 million in funding through SCAG's Regional Early Action Planning (REAP) Subregional Partnership Program, which provides grant funding intended to support and increase planning activities in local governments.

One of the approved REAP projects is for WRCOG to provide member agencies with technical assistance at no cost that is aimed to facilitate local housing production during the planning phase. WRCOG desires to continue providing additional technical assistance to its member agencies.

Some of WRCOG's member agencies use contract planning staff to supplement full-time planning staff. A primary request from member agencies has been for WRCOG to provide contract planning consultants who can review projects and directly assist member agency staff.

WRCOG has prepared a REAP Funding Assistance Agreement template which, if approved, will be used to enter into an agreement with a requesting member agency when direct technical assistance may be needed. The agreement is meant to create more structure for providing assistance and to clearly set out the roles and responsibilities of various parties, including WRCOG, the requesting member agency, and the Consultant.

WRCOG needs to update its standard Professional Services Agreement with language to specifically refer to on-call services.

Actions:

1. Approved the Member Agency REAP Funding Assistance Agreement template, substantially as to form, and authorized the Executive Director, subject to legal counsel review, to execute the Agreement with a member agency to receive direct technical assistance through the SCAG's REAP Subregional Partnership program, if requested.
2. Authorized the Executive Director to execute a Fourth Amendment to the On-Call Professional Services Agreement with WSP, USA, Inc., for support to WRCOG to include contract language that covers the direct technical assistance with no change to the term of the agreement or the cost of the agreement.

RESULT: APPROVED AS RECOMMENDED

MOVER: Temecula

SECONDER: Perris

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

7. REPORT FROM THE TECHNICAL ADVISORY COMMITTEE CHAIR

Technical Advisory Committee (TAC) Chair Jeff Van Wagenen had no report.

8. REPORT FROM COMMITTEE REPRESENTATIVES

Committee member Brian Tisdale, CALCOG representative, reported that this year's Regional Leadership Conference is being postponed due to COVID-19. CALCOG has published its 2022 key legislative priorities reports, which can be accessed at www.calcog.org. Notable priorities include the implementation of the Federal Infrastructure Act; implementation of SB 375 (Steinberg. Transportation

planning: travel demand models: sustainable communities strategy: environmental review); and Brown Act improvements for regional agencies.

Committee member Crystal Ruiz, SANDAG Borders Committee representative, reported that the major issue being discussed is illegal border crossings.

Committee member Ted Hoffman, SAWPA OWOW Steering Committee representative, reported that projects are now being accepted for Proposition 1 Round 2 funding up through March 25, 2022. Please visit <https://sawpa.org/owow/>. The Santa Ana River Watershed Modification Pilot Program is a four- to five-year Program for cloud seeding in the upper elevations; water engineers and flood control staff are encouraged to review Program projects for details on potential affects.

Committee member Ben Benoit, South Coast AQMD representative for cities in Riverside County, reported that AQMD, the Port of Long Beach, and Port of Los Angeles failed to produce an agreement on the mitigation outside of the rulemaking process. AQMD will be holding public meetings to help create an indirect source rule which likely won't be presented before the AQMD Board until December 2022 or January 2023. The Air Quality Mitigation Plan is also underway and needs to be completed by January 2023.

9. REPORT FROM THE EXECUTIVE COMMITTEE CHAIR

Chair Spiegel announced that SCAG is holding its General Assembly May 5 and 6, 2022.

10. REPORT FROM THE EXECUTIVE DIRECTOR

Dr. Kurt Wilson reported that the five-year contract with Seimens, the company that maintains and retrofits streetlights in the Streetlight Program, is expiring at the end of this calendar year. Be on the lookout for communication from WRCOG with details.

11. ITEMS FOR FUTURE AGENDAS

There were no requests for items for future agendas.

12. GENERAL ANNOUNCEMENTS

There were no general announcements.

13. CLOSED SESSION

- PUBLIC EMPLOYEE PERFORMANCE EVALUATION
 - Title: Executive Director
- CONFERENCE WITH LABOR NEGOTIATORS pursuant to Section 54957.6
 - Agency designated representatives: Chair and General Counsel
 - Unrepresented employee: Executive Director
- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PUSUANT TO SECTION 54956.9(d)(1):
 - U.S. Bankruptcy Court, Central Division - Case No. 6:21-bk-12821 SY

- Martha Canale v. Renovate America, Inc, et al., Case no. CVPS2100098 (Riverside Superior Court)
- Robert Cannon, et al., v. R.E. Piero Construction, et al., Case No. RIC20000281 (Riverside Superior Court)
- Roberto Diaz, et al., v. Western Riverside Council of Governments, Case No. 37-2021-00049437-CU-FR-CTL (San Diego Superior Court)
- Humberto Garcia v. Western Riverside Council of Governments, et al., Case No. 30-2019-01104024-CU-BT-CJC (Orange County Superior Court)
- Loreto Molina-Duarte, et al., v. Western Riverside Council of Governments, et al., Case No. 27-2021-00014856=-CU-MC-NC (Orange County Superior Court)

There were no reportable actions.

14. NEXT MEETING

The next Executive Committee meeting is scheduled for Monday, March 7, 2022, at 2:00 p.m., on the Zoom platform.

15. ADJOURNMENT

The meeting was adjourned from Closed Session at 4:17 p.m.



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: WRCOG Committees and Agency Activities Update
Contact: Chris Gray, Deputy Executive Director, cgray@wrcog.us, (951) 405-6710
Date: March 7, 2022

Requested Action(s):

1. Receive and file.
-

Purpose:

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

WRCOG 2022-2027 Strategic Plan Goal:

Goal #4 - Communicate proactively about the role and activities of the Council of Governments and its members.

Background:

Attached are summary recaps of actions and activities from recent WRCOG standing Committee meetings that occurred during the month of February 2022.

Prior Action(s):

February 7, 2022: The Executive Committee received and filed.

Fiscal Impact:

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

Attachment(s):

[Attachment 1 - Committee Recaps February 2022](#)



**Western Riverside Council of Governments
Executive Committee
Meeting Recap
February 7, 2022**

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

Agenda Packet: <https://wrcog.us/DocumentCenter/View/9297/ec020722revised>

PowerPoint Presentation: <https://wrcog.us/DocumentCenter/View/9309/ec020722pp>

Approval of Second Amendment to the PSA with TWINTEL Solutions, Inc. for IT and AV Services

- Extended the PSA through June 30, 2023, to provide continued IT / AV services in an amount not to exceed \$114,000 annually.

Approval of a PSA with Promeli Videoworks for On-Call Creative Agency Services

- Approved an On-Call Creative Agency Services PSA with Promeli Videoworks in an amount not to exceed \$150,000 over a 36-month period.
- Costs for the various activities are allocated to different departments and programs within the Agency.

Appointment of one WRCOG Representative to a SCAG Policy Committee

- Appointed Mayor Colleen Wallace, City of Banning, to the SCAG's Energy & Environment Policy Committee for a term commencing February 7, 2022, through December 31, 2022.

Submittal of Letter to the Metropolitan Water District Requesting Prioritization of Water Storage and Statewide Conveyance

- Directed the Executive Director to submit a letter to the Metropolitan Water District on behalf of WRCOG's member agencies urging investment in statewide water storage and conveyance.

Member Agency REAP Funding Assistance Agreements

- The Regional Early Action Planning (REAP) Subregional Partnership Program through SCAG provides grant funding intended to increase planning to accelerate housing production to WRCOG.
- One of the approved REAP projects is for WRCOG to provide member agencies with technical assistance at no cost that is aimed to facilitate local housing production during the planning phase that began in May 2021 and WRCOG desires to provide additional technical assistance to member agencies. A list of additional assistance is provided in the committee meeting staff report.
- WRCOG will enter into an agreement with a requesting member agency when direct technical assistance may be needed. The agreement is meant to create more structure for providing assistance and to clearly set out the roles and responsibilities of various parties, including WRCOG, the requesting member agency, and the Consultant.
- The Executive Committee approved both a jurisdictional template agreement and also a contract amendment with WSP. This contract amendment adds indemnification language to WSP's existing contract with WRCOG to provide on-call planning services.

General Announcements

- SCAG's Annual Regional Conference and General Assembly will be held on May 5 - 6, 2022, at the JW Marriott Desert Springs Resort and Spa in Palm Desert, CA. To access additional information click on the following link: <https://scag.ca.gov/ga2022>

CalCities Activities Update

- An update on legislation of interest to CalCities members is attached.

Next Meeting

The next Executive Committee meeting is scheduled for Monday, March 7, 2022, at 2:00 p.m., on the Zoom platform.

Appellate court reaffirms cities' discretion to interpret their land use plans

In a recent [opinion](#), the state's Third District Court of Appeal has upheld the longstanding legal principle that "[b]ecause policies in a general plan reflect a range of competing interests, [a city] must be allowed to weigh and balance the plan's policies when applying them, and [is entitled to] broad discretion to construe its policies in light of the plan's purposes."

The case involved the city of Davis's 2017 approval of a four-story mixed-use project — 8,950 square feet of ground-floor retail space and 27 apartments — near the railroad tracks on the perimeter of its downtown core area. When reviewing the project, the city interpreted its own general and specific plans, determined that the project was consistent with those plans, and concluded the project was a good fit for the city.

The Old East Davis Neighborhood Association sued the city, challenging its approval of the project. The association alleged — contrary to the recommendations of city staff and the conclusions of the city council — that the project's height and scale were inconsistent with the city's general and specific plans. The trial court agreed with the association, concluding that it did not provide a sufficient "transition" to adjacent residential areas, and directed the city to rescind all associated approvals.

The city of Davis and the project developer appealed, arguing that the trial court applied the wrong legal standard when evaluating the city's determination. The League of California Cities, along with the California State Association of Counties and Sacramento Area Council of Governments, filed a [friend-of-the-court brief](#) in support of the city, arguing the trial court should have deferred to the city's determination. It was also noted in the friend-of-the-court brief that, based on substantial evidence in the record, the project was consistent with the city's general and specific plans.

The Third District Court of Appeal reversed the trial court's decision, holding that the city acted within its discretion when approving the project and the trial court erred in reversing its approval. The court explained that a city council's determination that a project is consistent with its general plan carries "a strong presumption of regularity" and can only be overturned if the city council abused its discretion.

The opinion was originally ordered not to be published, but [upon request by Cal Cities](#), the court published the opinion so it may be used as precedent in future cases.

Governor and state lawmakers reach deal on paid COVID-19 sick leave

Gov. Gavin Newsom and legislative leaders reached an agreement on new COVID-19 sick leave legislation similar to [SB 95 \(Skinner\)](#), which was enacted in March 2021 and expired Sept. 30, 2021. The new policy would apply retroactively to Jan. 1, 2022, and would sunset on Sept. 30, 2022. The agreement would require employers — including public agencies — with at least 26 workers to provide up to 80 hours of supplemental sick leave to recover from COVID-19. Workers would have access to at least 40 hours of supplemental sick leave, as well as an additional 40 hours if they show proof of a positive test result from themselves or a family member.

Employers would also need to provide 24 hours of sick leave for workers recovering from the side effects of receiving a COVID-19 vaccine. Additionally, employers would have to pay for and provide a COVID-19 test upon request by the worker.

The agreement does not include direct funding to employers to offset sick leave costs or costs for testing. Instead, the proposal provides tax breaks to businesses. Corporate and individual taxpayers with at least \$1 million in business income will again be allowed to deduct operating losses.

California would also raise a \$5 million limit on tax credits for businesses. This does little to address the costs this will have on cities and other local agencies. Local governments will have to absorb the new costs and must ensure that tests are available for their employees. More details about the proposal should be available in the coming days.

In his [January budget proposal](#), the Governor also included \$214 million in early action funding to maintain and expand testing operations and \$362 million for testing for 2022-23, which could come as early as next month.



**Western Riverside Council of Governments
Administration & Finance Committee
Meeting Recap
February 9, 2022**

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

Agenda Packet: <https://wrcog.us/DocumentCenter/View/9296/af020922>

PowerPoint Presentation: <https://wrcog.us/DocumentCenter/View/9306/af0222pp>

Fiscal Year 2020/2021 Audit

- The audit process performed by Rogers, Anderson, Malody, and Scott on WRCOG's financials, which included an interim audit and year-end field work, was finalized in January 2022, and concluded with an unmodified opinion on the financial statements with no findings.

2022 General Assembly Update

- Approved guidelines for General Assembly's Community Service Award's selection process.
- Approved the Executive Director to execute a contract with the Washington Speakers Bureau to pursue Apple Co-Founder, Steve Wozniak, as this year's General Assembly guest speaker.

I-REN Status and Activities Updates

- I-REN's Business Plan and budget was approved by the CPUC for \$65 million for years 2022 – 2027. I-REN is required by the CPUC to file a Joint Cooperation Memorandum, an Implementation Plan, and an Annual Budget Advice Letter.
- Staff is working on a Memorandum of Agreement with CVAG and SBCOG, a Governance and Operations Charter, and a Program Agreement with SoCal Gas. The MOA and charter will be presented to committees in the future once completed.
- A PSA between WRCOG and Frontier Energy for the I-REN implementation was approved and recommended to the Executive Committee for final approval.

2nd Quarter Draft Budget Amendment for Fiscal Year 2021/2022

- WRCOG had two major amendments during the 2nd quarter – HERO Legal Expenses and the I-REN budget.
- Legal expenses for the HERO Program were higher than originally anticipated. WRCOG's partner in the Program declared bankruptcy in December 2020, causing a drastic increase in legal expenses for the Program. With the increase in revenues from early payoffs of assessments, there will be a total net increase in revenues of \$30k for the program.
- WRCOG's I-REN has received budget approval by the CPUC for a six-year, \$65 million budget. The budget amendment for the remainder of FY 2021/2022 is approximately \$5 million, but the full annual budget for the I-REN is over \$10 million.

Next Meeting

The next Administration & Finance Committee meeting is scheduled for Wednesday, March 9, 2022, at 12:00 p.m., on the Zoom platform.



**Western Riverside Council of Governments
Planning Directors Committee
Meeting Recap
February 10, 2022**

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

Agenda Packet: <https://wrcog.us/DocumentCenter/View/9298/pdc021022>

PowerPoint Presentation: <https://wrcog.us/DocumentCenter/View/9311/pdc0222pp>

VTM Implementation Assistance – VMT Calculator Demonstration

- WRCOG developed a VMT calculator that assists with VMT estimation using data from the regional model (without needing to run the local model). The tool can be used for most small projects that do not meet VMT screening requirements. The tool can also help local jurisdictions with reviewing VMT estimates developed by consultants.
- The tool developer, Fehr & Peers, provided a demonstration of the tool. The tool may be downloaded: https://www.dropbox.com/scl/fi/2onkf8fi32gyus0bnu42k/WRCOG_VMT_1.5.22.xlsm?dl=0&rlkey=n75is0j4c3r87e5m9ka1ru7l and will also be posted on the SB 743 page (<https://wrcog.us/310/SB-743>) of the WRCOG website.

Residential Trip Generation Study

- WRCOG, together with Fehr & Peers, will study the relationship between travel behavior and residential unit size, unit cost, geographic location, demographics, and additional factors to assess the differing factors of the residential TUMF Program fee.
- TUMF charges the same fee for a single-family dwelling unit regardless of the unit size. The study will provide an analysis to determine if there is a relationship and what that relationship is between unit size and trips generated by looking at a number of factors.
- The study is in the early stage of information gathering and WRCOG staff started identifying potential areas to study. These areas are purely single-family residential in nature with no commercial, institutional, or multi-family uses.

Trip Origin-Destination Assessment

- As a follow-up to a discussion during a recent TAC meeting, WRCOG commenced a travel behavior analysis to better understand whether TUMF is fulfilling its goal of providing funding to major arterial roadways to accommodate for regional travel in the WRCOG subregion.
- The analysis utilized big data from Streetlight Data and commuting data sources, such as California Household Travel Survey and the Longitudinal Employer Housing Dynamics.
- The analysis looked into items such as the origin of trips traveling into the boundaries of each member agency, the destination of trips traveling from each member agency, commute trip distances, trip type, and the trip distribution to-and-from each member agency during the p.m. peak hour.
- Draft assessments have been summarized and will be disseminated to the respective Committee members for input after this meeting.

Development of a Potential VMT Mitigation Program

- WRCOG has commenced an effort to develop a potential VMT mitigation program for Western Riverside County. Participation in any potential program will be on a voluntary basis, so jurisdictions will participate in a program only if it decides to opt-in. WRCOG encourages interested jurisdictions to participate in the stakeholder meetings that will be held as part of the development process.
- The development of a potential program will include the following tasks:
 - Task 1: Conduct research on regional VMT mitigation program options.
 - Task 2: Develop a list of projects and programs that could be included in a voluntary VMT mitigation program.

Deputy Executive Director's Comments

- Executive Committee approved WRCOG's assistance program utilizing REAP funding
 - The next step is for jurisdictions to submit a request form
 - WRCOG will follow-up with any jurisdiction that submits a request form
 - Once request form is submitted, WRCOG will also send a template agreement
 - Please follow up with Suzanne Peterson with any questions
 - WRCOG will agendaize an item for the March meeting to discuss the process and answer any questions
- Future meeting agendas:
 - March
 - Update from SCAG, including growth forecasts and their Regional Data Platform
 - Pending housing legislation (March)
 - SB 9 implementation (March)
 - Objective Design Standards (March)
 - April/May
 - Best practices for mixed-use trip generation and analysis (April or May)
 - VMT Analysis and Mitigation methodology

Next Meeting

The next Planning Directors Committee meeting is scheduled for Thursday, March 10, 2022, at 9:30 a.m., on the Zoom platform.



Western Riverside Council of Governments
Public Works Committee
Meeting Recap
February 10, 2022

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

Agenda Packet: <https://wrcog.us/DocumentCenter/View/9262/pwc1221>

PowerPoint Presentation: <https://wrcog.us/DocumentCenter/View/9316/pwc0222pp>

Resilient IE Phase II Update

- The Resilient IE Program was developed by WRCOG and the San Bernardino County Transportation Authority with funding from Caltrans. Resilient IE works to support regional and local efforts to prepare for and mitigate risks to the region's transportation system posed by climate-related hazards. Phase 1 of Resilient IE focused mostly on evaluating the transportation system on a regional or systems scale.
- Phase 2, also funded by Caltrans, builds off of Phase 1 and includes a dozen more risk assessments. These local transportation projects / assets (e.g., roadways, bus stops, railways, bridges / culverts, bike lanes, and maintenance facilities) have been evaluated for their natural hazard risks (e.g., extreme heat, wildfires, floods, drought, landslides, and debris flows) and how to address these risks through resilience strategies.
- The goal for these assessments is to assist member agencies in identifying cost-effective strategies and making the case for both State and Federal funding for the projects.

VMT Implementation Assistance – VMT Calculator Demonstration

- WRCOG developed a VMT calculator that assists with VMT estimation using data from the regional model (without needing to run the local model). The tool can be used for most small projects that do not meet VMT screening requirements. The tool can also help local jurisdictions with reviewing VMT estimates developed by consultants.
- The tool developer, Fehr & Peers, provided a demonstration of the tool. The tool may be downloaded: https://www.dropbox.com/scl/fi/2onkf8fi32gyus0bnu42k/WRCOG_VMT_1.5.22.xlsm?dl=0&rlkey=n75is0j4c3r87e5m9ka1ru7l and will also be posted on the SB 743 page (<https://wrcog.us/310/SB-743>) of the WRCOG website.

Trip Origin-Destination Assessment

- As a follow-up to a discussion during a recent TAC meeting, WRCOG commenced a travel behavior analysis to better understand whether TUMF is fulfilling its goal of providing funding to major arterial roadways to accommodate for regional travel in the WRCOG subregion.
- The analysis utilized big data from Streetlight Data and commuting data sources, such as California Household Travel Survey and the Longitudinal Employer Housing Dynamics.
- The analysis looked into items such as the origin of trips traveling into the boundaries of each member agency, the destination of trips traveling from each member agency, commute trip distances, trip type, and the trip distribution to-and-from each member agency during the p.m. peak hour.
- Draft assessments have been summarized and will be disseminated to the respective Committee members for input after this meeting.

WRCOG Broadband Assessment

- The Broadband Assessment is assessing various public and private broadband initiatives within Riverside County and outside the subregion.
- Staff met virtually with the County of Riverside to discuss its RIVCO Connect Program. Although RIVCO Connect has not yet been implemented, the County will continue to work with local government agencies to streamline the permitting process and attract internet service providers to the region. Staff also held discussions with the Inland Empire Broadband Consortium (IERBC), a non-profit organization funded by a CPUC grant, which seeks to advance smart communities by attracting internet service providers to San Bernardino and Riverside County to deploy broadband in unserved or underserved communities.
- Staff also met with the Cities of Loma Linda and Rancho Cucamonga, as well as the South Bay Cities COG. A few of the key lessons learned from those discussions are that fiber networks should be constructed with built-in redundancy; local governments should adopt “dig once / dig smart” policies and install as much fiber as possible; and that while public-private partnerships can be tough to navigate they can be an effective method to expedite construction of fiber networks. Finally, the SBCCOG Fiber Network made it clear that regional collaboration provides bargaining power and can help reduce broadband service rates for local governments.
- Staff provided a listing of funding opportunities established by federal and state legislation that support broadband planning and implementation projects. Staff are evaluating the potential for Regional Streetlight Program revenues to subsidize grant writing assistance for participating members seeking broadband or smart city grants.

Next Meeting

The next Public Works Committee meeting is scheduled for Thursday, March 10, 2022, at 2:00 p.m., on the Zoom platform.



**Western Riverside Council of Governments
Solid Waste Committee
Meeting Recap
February 16, 2022**

Following is a summary of major items discussed at the November 17, 2021, Solid Waste Committee meeting.

Agenda Packet: <https://wrcog.us/DocumentCenter/View/9310/swc021622>

PowerPoint Presentation: <https://wrcog.us/DocumentCenter/View/9324/swc0222pp>

SB 1383 Activities Update

- SB 619 Notification to Comply with SB 1383 Regulations are due March 1, 2022. For member agencies that have already submitted an application and feel comfortable with sharing it with the Committee, please reach out to WRCOG staff. Cities may reach out to their CalRecycle local assistance representatives for questions and support regarding the NOI.
- By April 1, 2022, member agencies will have to report to CalRecycle on its SB 1383 implementation and compliance. CalRecycle released the Initial Jurisdiction Compliance Reporting Tool to assist jurisdictions with this report. The tool can be accessed via the following link under the CalRecycle Reporting Resources section: <https://www.calrecycle.ca.gov/organics/slcp/reporting>.
- Staff provided a summary of the coordinated discussions WRCOG had with member agencies regarding potential WRCOG support with SB 1383 activities using grant funds. The top considerations include capacity planning and a software application that establishes connections between Tier 1 and Tier 2 food generators and food recovery services.

Used Oil & Filter Recycling Program Activities Update

- WRCOG's Used Oil Payment Program Cycle 12 application has been approved by CalRecycle. The cycle term begins July 1, 2021, through June 30, 2022. Expenditures will be awarded in spring 2022.
- The Used Oil Program held 22 successful events since the start of FY 2021/2022. There are 11 upcoming events planned by the end of the fiscal year.

True North Renewable Energy's SB 1383 Compliance Solution

- True North Renewable Energy (TNRE) provided an overview of their solution to help member agencies comply with SB 1383.
- TNRE is developing two large-scale regional Anaerobic Digestion facilities in California; one in Kern County and another Imperial County. Both facilities are able to process and recycle commingled organic material from Riverside County. They are currently working on the permitting process and anticipate beginning construction in 2023 and having the facilities operational in 2025.
- Please contact Jim Phillips, TNRE's Director of Key Accounts, at jim@tnrenewableenergy.com or (619) 726-2140, for more information or any questions about TNRE or the facilities they are developing.

General Updates

- CalRecycle hosted a SB 1383 Jurisdiction Reporting Tools Webinar on February 17, 2022, on the tools available for the April 2022 Initial Jurisdiction Report and the restructured Electronic Annual Report that includes SB 1383.
- CalRecycle recently released new reporting and recordkeeping tools. Please follow the links below to access the tools:

Reporting Tools

- Model Reporting Tools: <https://www.calrecycle.ca.gov/organics/slcp/reporting>

Record Keeping Tools

- Self-Hauler Recordkeeping Tool:
<https://www.calrecycle.ca.gov/organics/slcp/recordkeeping/implementationrecord>
- Record Keeping Requirements: <https://www.calrecycle.ca.gov/organics/slcp/recordkeeping>
- Updated SB 1383 Model Implementation Record Tools:
<https://www.calrecycle.ca.gov/organics/slcp/recordkeeping/implementationrecord>

Next Meeting

The next Solid Waste Committee meeting is scheduled for Wednesday, May 18, 2022, at 1:00 p.m., on the Zoom platform.



**Western Riverside Council of Governments
Technical Advisory Committee
Meeting Recap
February 17, 2022**

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

Agenda Packet: <https://wrcog.us/DocumentCenter/View/9312/tac0222>

PowerPoint Presentation: <https://wrcog.us/DocumentCenter/View/9320/tac0222pp>

2nd Quarter Draft Budget Amendment for Fiscal Year 2021/2022

- WRCOG had two major amendments during the 2nd quarter – HERO Legal Expenses and the I-REN budget.
- Legal expenses for the HERO Program were higher than originally anticipated. WRCOG's partner in the Program declared bankruptcy in December 2020, causing a drastic increase in legal expenses for the Program. With the increase in revenues from early payoffs of assessments, there will be a total net increase in revenues of \$30k for the program.
- WRCOG's I-REN has received budget approval by the CPUC for a six-year, \$65 million budget. The budget amendment for the remainder of FY 2021/2022 is approximately \$5 million, but the full annual budget for the I-REN is over \$10 million.

WRCOG Broadband Assessment

- The Broadband Assessment is assessing various public and private broadband initiatives within Riverside County and outside the subregion. With significant broadband funding at the federal and state level, WRCOG sees its role as a convener of multi-jurisdictional efforts, sharing information on municipal broadband projects and funding opportunities, and assist member agencies in securing broadband grants.
- Staff met virtually with the County of Riverside to discuss its RIVCO Connect Program. Although RIVCO Connect has not yet been implemented, the County will continue to work with local government agencies to streamline the permitting process and attract internet service providers to the region. Staff also held discussions with the Inland Empire Broadband Consortium (IERBC), a non-profit organization funded by a CPUC grant, which seeks to advance smart communities by attracting internet service providers to San Bernardino and Riverside County to deploy broadband in unserved or underserved communities.
- Staff also met with the Cities of Loma Linda and Rancho Cucamonga, as well as the South Bay Cities COG. A few of the key lessons learned from those discussions are that fiber networks should be constructed with built-in redundancy; local governments should adopt "dig once / dig smart" policies and install as much fiber as possible; and that while public-private partnerships can be tough to navigate they can be an effective method to expedite construction of fiber networks. Finally, the SBCCOG Fiber Network made it clear that regional collaboration provides bargaining power and can help reduce broadband service rates for local governments.
- Staff provided a listing of funding opportunities established by federal and state legislation that support broadband planning and deployment projects. Staff are evaluating the potential for Regional Streetlight Program revenues to subsidize grant writing assistance for participating members seeking broadband or smart city grants.

I-REN Status and Activities Updates

- I-REN's Business Plan and budget was approved by the CPUC for \$65 million for years 2022 – 2027. I-REN is required by the CPUC to file a Joint Cooperation Memorandum, an Implementation Plan, and an Annual Budget Advice Letter.
- Staff is working on a Memorandum of Agreement with CVAG and SBCOG, a Governance and Operations Charter, and a Program Agreement with SoCal Gas. The MOA and Charter will be presented to committees in the future once completed.
- A PSA between WRCOG and Frontier Energy for the I-REN implementation was presented to the Administration and Finance Committee where it was recommended to the Executive Committee for final approval.

Trip Origin-Destination Assessment

- As a follow-up to a discussion during a recent TAC meeting, WRCOG commenced a travel behavior analysis to better understand whether TUMF is fulfilling its goal of providing funding to major arterial roadways to accommodate for regional travel in the WRCOG subregion.
- The analysis utilized big data from Streetlight Data and commuting data sources, such as California Household Travel Survey and the Longitudinal Employer Housing Dynamics.
- The analysis evaluated items such as the origin of trips traveling into the boundaries of each member agency, the destination of trips traveling from each member agency, commute trip distances, trip type, and the trip distribution to-and-from each member agency during the p.m. peak hour.
- Draft assessments have been summarized and will be disseminated to the respective Committee members for input shortly.

Next Meeting

The next TAC meeting is scheduled for Thursday, March 17, 2022, at 9:30 a.m., on the Zoom platform.



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Report out of WRCOG Representatives on Various Committees
Contact: Chris Gray, Deputy Executive Director, cgray@wrcog.us, (951) 405-6710
Date: March 7, 2022

Requested Action(s):

1. Receive and file.

Purpose:

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

WRCOG 2022-2027 Strategic Plan Goal:

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

Background:

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

CALCOG Board of Directors (Brian Tisdale)

The next CALCOG Board of Directors meeting is scheduled for March 7, 2022.

SANDAG Borders Committee (Crystal Ruiz)

The SANDAG Borders Committee met on February 25, 2022. Agenda highlights include:

1. Bike Projects Along the U.S.–Mexico International Border.
2. San Diego–Tijuana 2024 World Design Capital.

SAWPA OWOW Steering Committee (Ted Hoffman)

The next SAWPA OWOW Steering Committee is scheduled for March 24, 2022.

Prior Action(s):

February 7, 2022: The Executive Committee received and filed.

Fiscal Impact:

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

Attachment(s):

[Attachment 1 - SANDAG agenda 022522](#)



Borders Committee Agenda

Friday, February 25, 2022

12:30 p.m.

****Teleconference Meeting****

MEETING ANNOUNCEMENT AMIDST COVID-19 PANDEMIC:

The Borders Committee meeting scheduled for Friday, February 25, 2022, will be conducted virtually in accordance with Governor Newsom's State of Emergency declaration regarding the COVID-19 outbreak, Government Code Section 54953(e), Assembly Bill 361 (Rivas, 2021), and the COVID-19 Emergency Temporary Standards issued by the California Department of Industrial Relations. Borders Committee members will primarily participate in the meeting virtually, while practicing social distancing, from individual remote locations.

To participate via Zoom webinar, click the link to join the meeting: <https://zoom.us/j/98002851490>

Webinar ID: 980 0285 1490

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

+1 (669) 900-6833

+1 (929) 205-6099

+1 (253) 215-8782

+1 (301) 715-8592

+1 (346) 248-7799

+1 (312) 626-6799

International numbers available: <https://zoom.us/j/aeHdBKcr9w>

SANDAG relies on commercial technology to broadcast the meeting via Zoom. With the increase of virtual meetings, platforms such as Microsoft Teams, WebEx, GoToMeeting, and Zoom are working to scale their systems to meet the new demand. If we experience technical difficulty or you are unexpectedly disconnected from the broadcast, please close and reopen your browser and click the link to rejoin the meeting. SANDAG staff will take all possible measures to ensure a publicly accessible experience.

Public Comments: Persons who wish to address the members on an item to be considered at this meeting, or on non-agendized issues, may email comments to the Clerk at clerkoftheboard@sandag.org (please reference February 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, February 24, will be provided to members prior to the meeting. If you desire to provide live verbal comment during the meeting, please join the Zoom meeting by computer or phone and use the "Raise Hand" function to request to provide public comment. On a computer, the "Raise Hand" feature is on the Zoom toolbar. By phone, enter *9 to "Raise Hand" and *6 to unmute. Requests to provide live public comment must be made at the beginning of the relevant item, and no later than the end of any staff presentation on the item. The Clerk will call on members of the public who have timely requested to provide comment by name for those joining via a computer and by the last three digits of for those joining via telephone. All comments received prior to the close of the meeting will be made part of the meeting record. Please note that any available chat feature on the Zoom meeting platform should be used by panelists and attendees solely for procedural or other "housekeeping" matters as comments provided via the chat feature will not be retained as part of the meeting record. All comments to be provided for the record must be made via email or orally per the instructions above.

San Diego Association of Governments

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



Welcome to SANDAG. Members of the public may speak to the Borders Committee on any item at the time the Borders Committee is considering the item. Public speakers are limited to three minutes or less per person. The Borders Committee may only take action on any item appearing on the agenda.

In order to keep the public informed in an efficient manner and facilitate public participation, SANDAG also provides access to all agenda and meeting materials online at sandag.org/meetings. Additionally, interested persons can sign up for email notifications at sandag.org/subscribe.

SANDAG operates its programs without regard to race, color, and national origin in compliance with Title VI of the Civil Rights Act. SANDAG has developed procedures for investigating and tracking Title VI complaints, and the procedures for filing a complaint are available to the public upon request. Questions concerning SANDAG nondiscrimination obligations or complaint procedures should be directed to the SANDAG General Counsel, John Kirk, at (619) 699-1997 or john.kirk@sandag.org. Any person who believes himself or herself or any specific class of persons to be subjected to discrimination prohibited by Title VI also may file a written complaint with the Federal Transit Administration.

In compliance with the Americans with Disabilities Act (ADA), SANDAG will accommodate persons who require assistance in order to participate in SANDAG meetings. If such assistance is required, please contact the Clerk of the Board at clerkoftheboard@sandag.org or at (619) 699-1985, at least 72 hours in advance of the meeting. To request this document or related reports in an alternative format, please call (619) 699-1900 or (619) 699-1904 (TTY), or fax (619) 699-1905 at least 72 hours in advance of the meeting.

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

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

如有需要, 我们可以把SANDAG议程材料翻译成其他语言。

请在会议前至少 72 小时打电话 (619) 699-1900 提出请求。

Vision Statement

Pursuing a brighter future for all.

Mission Statement

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

Our Commitment to Equity

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

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

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



Borders Committee

Friday, February 25, 2022

Item No.		Action
1.	Public Comments/Communications/Member Comments Public comments under this agenda item will be limited to five public speakers. Members of the public shall have the opportunity to address the Borders Committee on any issue within the jurisdiction of the Borders Committee that is not on this agenda. Public speakers are limited to three minutes or less per person. Borders Committee members also may provide information and announcements under this agenda item. If the number of public comments under this agenda item exceeds five, additional public comments will be taken at the end of the agenda. Subjects of previous agenda items may not again be addressed under public comment.	
2.	Agency Report An update on key programs, projects, and agency initiatives will be presented.	Discussion
Consent		
+3.	Approval of Meeting Minutes The Borders Committee is asked to review and approve the minutes from its November 19, 2021, meeting.	Approve
Chair's Report		
4.	Borders Committee 20th Anniversary The Borders Committee is commemorating 20 years of convening; engaging and inclusive meetings; informing and guiding policy; and championing regional efforts for improving quality of life in the border region. Current and past Committee Chairs will offer remarks highlighting the importance of continued collaboration on borders issues.	Information
Reports		
5.	Bike Projects Along the U.S.–Mexico International Border A report on various bike-related infrastructure projects and active transportation strategies for the border region will be presented.	Information

5A. Border to Bayshore Bikeway

Madai Parra, SANDAG

An update on the Border to Bayshore Bikeway project will be presented.

5B. Ciclovía Binacional

Javier Delgado and Rodolfo Argote, City of Tijuana

A report on a proposed binational bikeway to link Tijuana and the community of San Ysidro will be presented.

5C. Linking Bike Projects Along the Border

*Elizabeth Hensley-Chaney, Alianza por la Movilidad Activa, A.C.,
and Tomás Pérez-Vargas, Tijuana Economic Development
Council*

A report on efforts to coordinate and link active transportation connections on either side of the international border in the San Diego–Tijuana region will be presented.

6. San Diego–Tijuana 2024 World Design Capital

Carlos Cristiani and Michelle Morris, 2024 HOME

The World Design Capital (WDC) is designated every two years by the World Design Organization and recognizes cities for their effective use of design to drive economic, social, cultural, and environmental, development. An overview of the WDC designation of the San Diego–Tijuana region will be presented.

Information

7. Upcoming Meetings

The next Borders Committee meeting is scheduled for Friday, March 25, 2022, at 12:30 p.m.

Information

8. Adjournment

+ next to an item indicates an attachment



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: March 7, 2022

Requested Action(s):

1. Receive and file.

Purpose:

The purpose of this item is to provide an update on the Agency Audit for Fiscal Year (FY) 2020/2021; FY 2022/2023 Agency budget; and 2nd quarter Budget Amendment.

WRCOG 2022-2027 Strategic Plan Goal:

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

Background:

Fiscal Year 2020/2021 Agency Audit

WRCOG's annual Agency audit has been completed and its financials have been issued. WRCOG has applied for the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting for FY 2020/2021; WRCOG has received this award for the past seven years.

Additionally, WRCOG has released a Request for Proposal for financial audit services. WRCOG has utilized the services of the audit firm Rogers, Anderson, Malody, and Scott, for the past five years to conduct its financial audit.

Additional information can be found under the Audit report in the Fiscal Year 2020/2021 Audit item in this Agenda under the Consent Calendar.

Fiscal Year 2021/2022 2nd Quarter Budget Amendment

In the second quarter of Fiscal Year 2021/2022, WRCOG had two major amendments - HERO legal expenses and the I-REN budget.

Legal expenses for the HERO Program were higher than originally anticipated. WRCOG's partner in the Program declared bankruptcy in December 2020, causing a drastic increase in legal expenses for the Program. With the increase in revenues from early payoffs of assessments, there will be a total net increase in revenues of \$30k for the Program.

WRCOG's I-REN has received budget approval by the CPUC for a six-year, \$65 million budget. The budget amendment for the remainder of FY 2021/2022 is approximately \$5 million, but the full annual budget for the I-REN is over \$10 million.

Additional information can be found under the 2nd Quarter Draft Budget Amendment for Fiscal Year 2021/2022 in the Reports section of this Agenda.

WRCOG Strategic Plan

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

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

As staff begin to work on meeting these goals, they will seek input through WRCOG's Committee structure regarding updates and to ensure these goals are being met.

Fiscal Year 2022/2023 Agency Budget Development Process

Staff has begun the process of developing the FY 2022/2023 Agency Budget and will begin presentations to the various WRCOG committees beginning in April 2022.

Prior Action(s):

None.

Fiscal Impact:

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

Attachment(s):

None.



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Fiscal Year 2020/2021 Agency Audit

Contact: Terry Shea, Partner, Rogers, Anderson, Malody, & Scott, LLP, Terry@ramscpa.net, (909) 889-0871

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

Date: March 7, 2022

Requested Action(s):

1. Receive and file.

Purpose:

The purpose of this item is to provide information on WRCOG's Fiscal Year (FY) 2020/2021 Audit.

WRCOG 2022-2027 Strategic Plan Goal:

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

Background:

WRCOG's auditors are providing an unmodified opinion on the FY 2020/2021 Annual Comprehensive Financial Report (ACFR). An unmodified opinion is the highest form of assurance an auditing firm can provide to its client and means that the audit and associated Agency financials are both in good form and the accounting practices are solid.

WRCOG received the distinguished "Certificate of Achievement for Excellence in Financial Report" from the Government Finance Officers Association for seven consecutive years, most recently the FY 2019/2020 Award. The Award recognizes that the Agency is transparent, has provided full disclosure of its financial statements, and that the users of the ACFR have all the information needed to draw a financial conclusion of the Agency.

Financial Highlights

Revenues / Expenditures: In FY 2020/2021, General Fund revenues totaled approximately \$8.6 million, an increase of approximately 15% compared to the prior year. This increase is primarily attributable to the TUMF and PACE Programs. TUMF mitigation fees were higher because more permits were issued during the fiscal year resulting in an increased amount of revenue from the TUMF Program. PACE fees increased significantly due to a significant increase in early payoffs. These early payoffs require additional processing and additional fees were collected due to this.

In FY 2020/2021, General Fund expenditures totaled approximately \$7.5 million, an increase of approximately 18% compared to the prior year. Expenditures in the General Government remained mostly stable with a minor increase. Energy expenditures have increased primarily due to the decline of the PACE Programs and legal fees related to termination of the Residential PACE Program. Lastly, the Environmental Department experienced an increase in expenditures due to additional work performed in the Used Oil and Clean Cities Programs.

In FY 2020/2021, TUMF revenues totaled approximately \$59.8 million, an increase of approximately 21% compared to the prior year. The increase in TUMF mitigation revenues is due to higher collection of fees in the current fiscal year. This is primarily attributable to a significant increase in single-family and multi-family home construction happening in Western Riverside County. The increase in other TUMF revenues is related to revenue recovery associated with WRCOG's dispute with the City of Beaumont, where more revenues were recovered in the current fiscal year than the prior year. Lastly, investment income decreased in the TUMF Fund due to unrealized losses on fair market values on investments.

In FY 2020/2021, TUMF expenditures totaled approximately \$45 million, a decrease of approximately 27% compared to the prior year. The decrease in TUMF expenditures is due to less TUMF projects being paid out and completed, and more projects programmed onto the Transportation Improvement Program (TIP). TUMF project liabilities are programmed according to the anticipated revenues on a five-year budget known as the TIP. At the end of each fiscal year, the unexpended projects are rolled over on the TIP into the next fiscal year and the unexpended current year projects are booked into the current fiscal year. As such, the TIP assumed less projects to be programmed into the current fiscal year, which resulted in a lower liability.

Fund Balances: At the end of FY 2020/2021, the General Fund's total fund balance was \$13.7 million, as compared to \$12.6 million for the prior fiscal year. The increase of \$1.1 million, or 8.6%, was mostly a result of the increased revenues in the TUMF Program mitigation fees and PACE Program fees. As a measure of the General Fund's liquidity, it is useful to compare both total fund balance and spendable fund balance to total fund expenditures. The non-spendable portion of fund balance was \$61,000; restricted fund balance in the General Fund was \$366,611, which is funds held in a pension stabilization fund held in a Section 115 Trust. The assigned portion was \$220,000 for the Fellowship Program, and the unassigned portion was \$13 million. The current year's unassigned fund balance is 173% of the total General Fund expenditures of \$7.5 million, as compared to 173% of the total General Fund expenditures for FY 2019/2020. The total fund balance of the General Fund for the current year is 182% of the total general fund expenditures as compared to 186% for the prior year.

At the end of FY 2020/2021, the TUMF's total fund balance was \$17.2 million, as compared to \$2.5 million for the prior fiscal year. The increase of \$14.7 million, or 592%, was mostly a result of the decrease in TUMF projects that were reimbursed during the fiscal year and less TUMF project liabilities booked in FY 2020/2021. As such, the TIP assumed less projects to be programmed into the current fiscal year, which resulted in a lower liability, and in combination with increased revenues, increased the TUMF fund's net position.

Net Position: WRCOG's total net position increased by 493.4%, or \$18 million, during FY 2020/2021, compared to the prior year's decrease of \$12.7 million. The increase in net position was mostly due to a decrease in TUMF reimbursements. Total liabilities decreased 8.4%, or \$7.9 million, during FY 2020/2021, compared to the prior year, mostly due to the decrease in TUMF reimbursements. TUMF project liabilities are programmed according to the anticipated revenue on the TIP. Current assets

increased from \$91 million in FY 2019/2020 to \$100.1 million, or 10.8%. This increase in current assets is attributable to the difference in TUMF revenues received over projects completed and paid out. Following are the three components of net position and their respective fiscal year-end balances:

1. Net Investment in Capital Assets represents 1.5%, or \$218,000, of WRCOG's total net position for FY 2020/2021 compared to -8%, or \$293,000, for FY 2019/2020. The decrease is attributable to the depreciation of existing capital assets and write-offs due to WRCOG moving its offices.
2. Restricted net position accounts for 36%, or \$5.2 million, of WRCOG's total net position for FY 2020/2021, compared to -3.1%, or \$112,000, for FY 2019/2020. This component of net position represents external restrictions imposed by creditors, grantors, contributors, or laws and regulations of other governments and restrictions imposed by law through constitutional provisions or enabling legislation. Restricted net position applies to TUMF, as the administration plan requires that WRCOG hold the funds until a Zone has an opportunity to claim use of the funds through the TIP. The jurisdiction located within that particular Zone must demonstrate it has expended its own funds and is requesting reimbursement and has provided the appropriate supporting documentation.
3. Unrestricted net position accounts for 62.5%, or \$9 million, of WRCOG's total net position for FY 2020/2021, compared to 111.1%, or -\$4.1 million for FY 2019/2020. This component of WRCOG's total net position may be used to meet WRCOG's ongoing obligations to creditors.

Prior Action(s):

February 17, 2022: The Technical Advisory Committee received and filed.

February 9, 2022: The Administration & Finance Committee received and filed.

January 27, 2022: The Finance Directors Committee received and filed.

Fiscal Impact:

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

Attachment(s):

[Attachment 1 - FY 2020/2021 Annual Comprehensive Financial Report](#)

[Attachment 2 - Internal Control Report](#)

[Attachment 3 - SAS114 Letter](#)

Attachment

FY 2020/2021 Annual Comprehensive Financial Report



Annual Comprehensive Financial Report

For Fiscal Year Ended June 30, 2021

Western Riverside Council of Governments
Riverside, CA

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(A Joint Powers Authority)**

**JUNE 30, 2021
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**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(A Joint Powers Authority)**

**JUNE 30, 2021
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Introductory Section

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Western Riverside Council of Governments

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

January 18, 2022

To the Western Riverside Council of Governments and Citizens of Western Riverside County:

Letter of Transmittal

The Annual Comprehensive Financial Report for the Western Riverside Council of Governments (WRCOG) for the fiscal year ended June 30, 2021 is hereby submitted in accordance with the provision of Section 6505 of the Government Code of the State of California (the State). The report contains financial statements that have prepared in conformity with generally accepted accounting principles (GAAP) in the United States prescribed for governmental entities. Responsibility for the accuracy of the data and the completeness and fairness of the presentation, including all disclosures, rests with the management of the Western Riverside Council of Governments (WRCOG). To the best of our knowledge and belief, the enclosed data is accurate in all material respects and is reported in a manner that presents fairly the financial position and changes in financial position of the various funds of WRCOG. All disclosure necessary to enable the reader to gain an understanding of WRCOG's financial activities have been included. Because the cost of an internal control should not exceed the benefits to be derived, the objective is to provide reasonable, rather than absolute assurance, that the financial statements are free of material misstatements.

Rogers, Anderson, Malody & Scott, LLP has issued an unmodified opinion on WRCOG's financial statements for the year ended June 30, 2021. The independent auditor's report is located at the front of the financial section of this report.

The management's discussion and analysis (MD&A) immediately follows the independent auditors report and provides a narrative, overview, and an analysis of the basic financial statements. The MD&A was designed to complement this letter of transmittal and should be read in conjunction with it.

The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to WRCOG for its ACFR for the fiscal year ended June 30, 2020. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized ACFR. This report must satisfy both GAAP and applicable legal requirements.

Profile of the Government

WRCOG was formed in November 1989 as a California Joint Powers Authority under the Government Code Section 6500 et. seq., of the State of California. WRCOG strives to unify Western Riverside County so that it can speak with a collective voice on important issues that affect its members. Representatives from 17 cities, the County of Riverside, the Eastern and Western Municipal Water Districts, the Riverside County Superintendent of Schools and the Morongo Band of Mission Indians have seats on WRCOG Executive Committee, the group that sets policy for the Agency. WRCOG's many areas of activity cover such programs as transportation, energy, community growth and development, and environment.

Major Initiatives

Transportation Uniform Mitigation Fee (TUMF) Program: WRCOG developed and administers the TUMF Program, a multi-jurisdictional fee program that ensures that new development in the subregion does not create additional congestion on regional highways. Fees paid by new residential and non-residential development will contribute to the construction of nearly \$3 billion in transportation and transit improvements in Western Riverside County. The TUMF Program will construct 3,100 new lane miles, improve 47 interchanges, construct 39 bridges and 10 railroad grade separations, provide more than \$61 million for regional transit improvements, and nearly \$60 million for acquisition of sensitive habitat.

To date, WRCOG has received more than \$950 million in TUMF revenue since program inception in 2003. Over 110 TUMF-funded projects have been completed; 22 are under construction; 9 are in right-of-way acquisition; and 38 are in the planning, environmental, or engineering stages. The TUMF Program has funded and delivered more than \$1 billion in transportation projects since it began in 2003.

Property Assessed Clean Energy Program (PACE) Program: In 2011, WRCOG launched the WRCOG PACE Program a regional and statewide effort that provides financing to residential and commercial property owners for the installation of energy efficient, renewable energy, seismic strengthening, and water conservation improvements to homes and businesses in the subregion and throughout California. Over 90,000 residential projects have been completed, representing approximately \$2 billion in funding. Since 2020, roughly 15 commercial projects have been completed totaling over \$95 million. These completed projects have saved over 3.85 billion kWh, 2.39 billion gallons of water, and over 1.03 million tons of greenhouse gas emissions (GHG).

Program participants complete an application and work with a contractor to make the improvements. Repayment occurs through the property owner's annual property tax bill, allowing property owners to pay the assessment over time. The Program includes multiple benefits. For property owners, energy and water conservation improvements will yield reduced utility bills and can improve property values. For Western Riverside County, the Program will create energy savings for the fast-growing region, reduce GHG emissions associated with energy use, and bring and retain needed jobs for area contractors.

The HERO Program has also expanded throughout California. As of 2020, over 380 jurisdictions have joined the statewide Program, continuing to save billions of gallons of water, reducing millions of tons of GHG, and saving billions of kWh. This expansion has allowed commercial PACE to increase its presence and give business owners new financing opportunities, including new construction and retrofitting older buildings. PACE financing continues to offer homeowners and businesses with alternative financing while offering renewable energy, water conservation, and energy efficient products.

During Fiscal year 20/21, WRCOG's partner in the residential HERO Program, Renovate America, terminated its HERO product and subsequently filed for Chapter 11 Bankruptcy in December 2020, effectively ending the Program. Additionally, at the December 2020 WRCOG Executive Committee meeting, staff was directed to terminate the remaining residential PACE administration agreements with the two other companies that have partnered with WRCOG, Renew Financial and PACE Funding Group. Going forward, all WRCOG PACE Program updates will be focused solely on the commercial, or C-PACE, element of the Program.

Western Community Energy: Established in 2018, WCE is a Joint Powers Authority (JPA), that represents 7-member cities to provide electric generation service within its respective jurisdictions. WCE is a CCA program that gives local government the opportunity to buy electricity directly from its source and then offers it to the community at a more competitive rate than the current utility provider.

On May 24, 2021, WCE declared a fiscal emergency, which ultimately led to WCE filing for Chapter 9 bankruptcy protection. Multiple factors led to WCE declaring its fiscal emergency, including increased energy usage due the COVID lockdown, increased energy costs, increased delinquencies due to COVID and record-high heatwaves in the Fall of 2020. While other CCAs and utilities in California experienced similar events and challenges, they were able to draw on reserves that were built up over years of operation to overcome these challenges. As WCE commenced operation right as these issues started to happen, it did not have the opportunity to build financial reserves and had no cushion to fall back on.

Used Oil and Filter Collection Program: WRCOG's Regional Used Oil Program helps protect groundwater and the environment from the hazards of improperly disposed motor oil. WRCOG's Used Oil and Oil Filter Exchange events have been an effective tool in educating and facilitating the proper recycling of used motor oil and used oil filters in various WRCOG jurisdictions. The primary objective of hosting the events is to educate individuals who change their own oil, the Do-It-Yourselfer (DIYer), promoting the recycling of used oil and oil filters; therefore, an auto parts store is a great venue for educating the DIYer. In addition to promoting used oil / oil filter recycling, WRCOG staff informs the DIYer about the County-wide HHW Collection Program where residents can drop-off other automotive and household hazardous products for free.

Western Riverside Energy Partnership (WREP): This Partnership originally consisted of WRCOG, Southern California Edison, and 14 member jurisdictions. In 2013, Southern California Gas Company joined the Partnership. The Partnership is designed to optimize opportunities for participating jurisdictions to achieve both short- and long-term sustainable energy savings, reduce utility bills, and enhance the level of comfort by retrofitting municipal buildings and facilities. A public outreach program encouraging residents in Western Riverside County to conserve energy is also part of the Partnership.

Clean Cities Coalition (Coalition): WRCOG's Clean Cities Coalition is nationally-recognized for its efforts to promote clean air by encouraging the use of alternative fuel vehicles and the development of alternative fuel infrastructure, technologies, and education. The Coalition hosts educational live webinars and events to bring together groups of leading policymakers, fleets, sustainability directors, and legislators to discuss the importance of clean technology transportation.

Solid Waste Cooperative: California has continued to pass legislation (AB 341, AB 1826, AB 827, and SB 1383) requiring jurisdictions to implement processes that promote business and multi-family complex recycling and organics recycling programs. WRCOG's Solid Waste Committee works with its partners and the California Department of Resources Recycling and Recovery (CalRecycle) to discuss solid waste issues and ways to address mandates.

Streetlight Program: At the direction of the Executive Committee, WRCOG developed a Regional Streetlight Program that will allow jurisdictions (and Community Service Districts) to purchase streetlights within their boundaries that are currently owned and operated by SCE. Once the streetlights are owned by the member jurisdiction, the lamps will be retrofitted to Light Emitting Diode (LED) technology to provide more economical operations (i.e., lower maintenance costs, reduced energy use, and improvements in public safety). 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.

The Program seeks to provide cost-efficiencies for local jurisdictions through the purchase, retrofit, and maintenance of streetlights within jurisdictional boundaries, without the need of additional jurisdictional resources. As a regional Program, WRCOG is working with participating jurisdictions to move through the acquisition process, develop financing recommendations, develop and update regional and community-specific streetlight standards, and implement a regional operations & maintenance (O&M) agreement that will enhance the level of service currently provided by SCE.

Sustainability Framework: WRCOG's Sustainability Framework provides the foundation for a healthycommunities planning movement in Western Riverside County. Implementation of ideas in the Framework can yield positive co-benefits in health and move the region towards a better quality of life. For example, recently, twelve cities in Western Riverside County joined together to develop a Subregional Climate Action Plan (CAP). The CAP goals include promoting economic development and job growth, energy and cost savings for residents and business owners, water efficiency and conservation, reduction in solid waste, improved air quality, and the promotion of active and healthy communities. The CAP strategies can be uniformly applied, or tailored as needed, for adoption by individual jurisdictions.

Fellowship Program: In February 2016, the Executive Committee approved the creation of a one-year pilot Public Service Fellowship Program, to be administered by WRCOG in Western Riverside County, in partnership with the University of California, Riverside (UCR), and California Baptist University (CBU). The goal of this Program is to retain local students to fulfill the subregion's need for a robust public sector workforce and to combat the often-mentioned "brain drain" that Riverside County experiences when local students graduate but then leave the region to seek full-time employment elsewhere. The Fellowship Program is geared towards students graduating from UCRand CBU to engage them in career opportunities with local governments and agencies in a way thatis mutually beneficial to both the Fellows and the agency.

WRCOG is responsible for general Program administration and oversight, maintaining employment of the Fellows, soliciting interest from local government agencies, serving as the liaison between member agencies and the universities, providing Program funding, and coordinating payment of Fellowship stipends. UCR and CBU are responsible for soliciting interest from students, reviewing applications and conducting interviews, recommending local government agency placements, and communicating regularly with Fellows. WRCOG, UCR, and CBU also provide ongoing training to Fellows on career readiness and other theoretical topics during regular Networking Sessions to support their hands-on work experience. A representative from each University serves as an "advisor" to answer questions from the Fellows or host agencies, monitor the Fellows' performance, handle HR-related issues or complaints in collaboration with WRCOG, and provide needed support to ensure that the Fellowship placement is successful.

Financial Planning

A successful fiscal year always starts during the creation of the budget process. Management staff will begin to gather data and discuss planning of the budget around January of every year. Management will describe their needs in terms of increased line items and justify that with any increases they foresee in revenues for the upcoming fiscal year.

The first time the draft budget is presented publicly at WRCOG's sub-committee level. The Administration & Finance Committee, which is comprised of 11 of WRCOG's Executive Committee members, will review and discuss the budget, usually at its March or April meeting and make any recommendations and have it forwarded on to the Technical Advisory Committee (TAC), which is comprised of the City Managers and Agency Directors of WRCOG's member agencies. This meeting of the TAC usually occurs within the same month as the Administration & Finance Committee. After it is recommended for approval, the budget's next stop is at WRCOG's Executive Committee meeting (usually in June). Once approved by the Executive Committee, the budget is approved by the General Assembly. The General Assembly is usually held at an off-site location and generally on the fourth Thursday of every June. The General Assembly is comprised of a majority of all City Councils, County Board of Supervisors, and other Board Members that represent WRCOG.

The budget itself is presented at the function level. It is displayed as follows: general government, transportation, energy, and environment. With the exception of the general government, each function is self-sufficient and able to fund its own expenditures through revenue generated. The general government; however, does not bring in enough revenue to cover all of the expenditures such as rent, legal, consulting, and payroll, and because of this, must charge overhead to offset the difference. The overhead is calculated during the budget process and allocated to each function in the most equitable method possible. This is usually based on the amount of revenue generated as a percentage of the total agency revenue.

The creation of the budget entries is part of the internal control process. One member of the Fiscal staff is to enter the journal, while another member approves. WRCOG's IT consulting firm is the only member of WRCOG that is allowed to assign functions within the accounting system. The goal of creating internal controls is to ensure that one person cannot create, approve, and issue a check, wire, or any other sensitive piece of information. WRCOG follows the policy that at least two, if not three, signatures are required to approve any check requests and the amount must be verified against the approved budget to ensure there are sufficient funds available to expend.

The Executive Committee of WRCOG has provided outstanding leadership and has provided staff with excellent resources, which are reflected in the programs delivered to the various members. WRCOG continues to be counted on to provide regional perspective while respecting local control.

WRCOG's Executive Committee approves all financial policies relevant to every aspect of the agency's accounting and as such, none of the policies approved during the year, or in year's past, had a significant impact on the current period's financial statements.

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WRCOG's Executive Committee approves all financial policies relevant to every aspect of the agency's accounting and as such, none of the policies approved during the year, or in year's past, had a significant impact on the current period's financial statements.

Awards and Acknowledgments

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to Western Riverside Council of Governments for its annual comprehensive financial report for the fiscal year ended June 30, 2020. This was the fifth consecutive year that the government has achieved this prestigious award. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized annual comprehensive financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current annual comprehensive financial report continues to meet the Certificate of Achievement Program's requirements, and we are submitting it to the GFOA to determine its eligibility for another certificate.

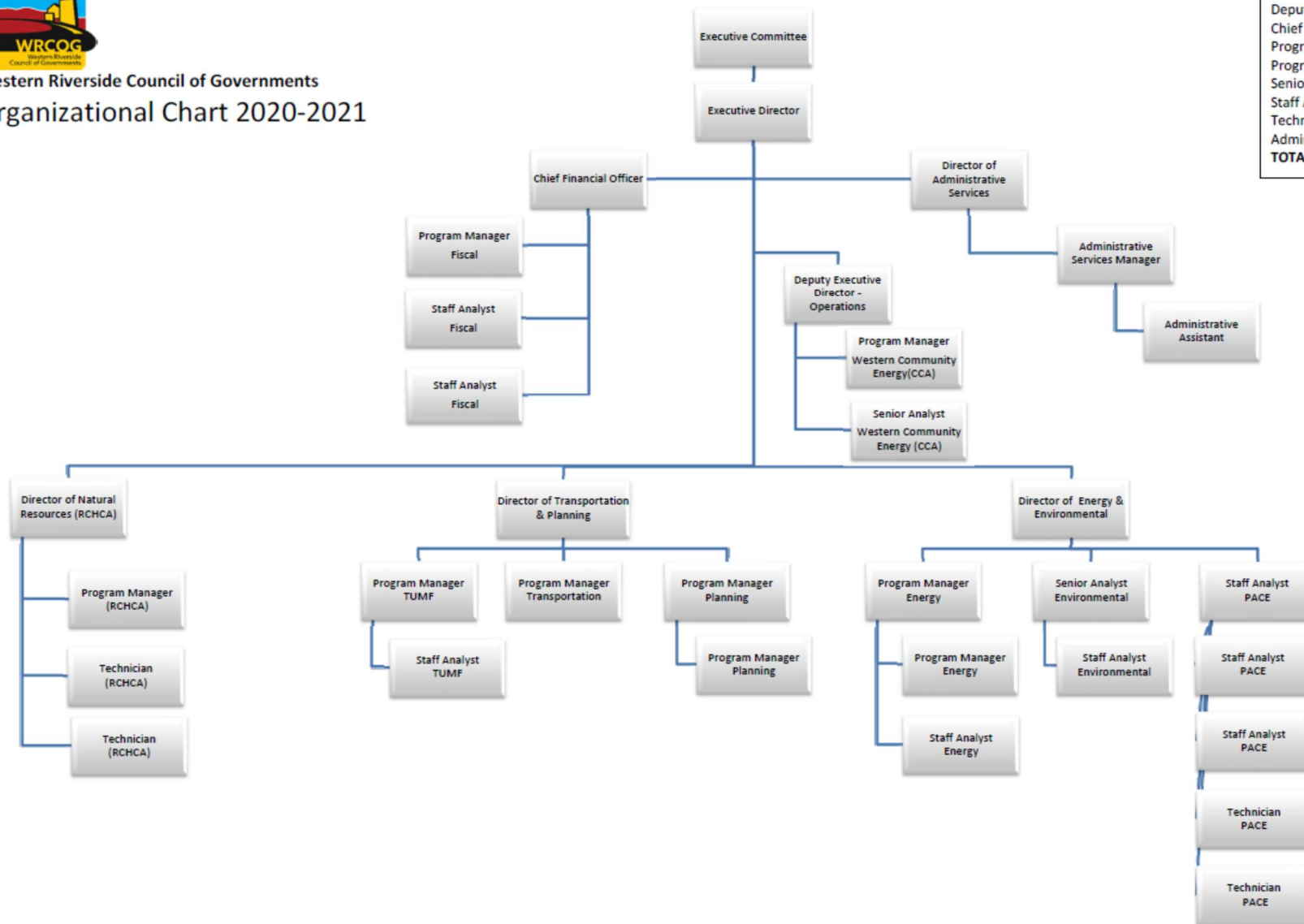
Sincerely,

A handwritten signature in black ink, appearing to read "ARj", with a stylized flourish at the end.

Andrew Ruiz
Chief Financial Officer



Western Riverside Council of Governments
Organizational Chart 2020-2021



Executive Director – 1
Deputy Executive Director – 1
Chief Financial Officer - 1
Program Director – 4
Program Manager – 10
Senior Analyst – 2
Staff Analyst - 8
Technician – 4
Administrative Assistant – 1
TOTAL: 32

Western Riverside Council of Governments

List of Principal Officials As of June 30, 2021

Executive Committee Members

Name and position	Title	Agency
Kevin Bash	Chair	City of Norco
Karen Spiegel	Vice-Chair	County of Riverside, District 2
Crystal Ruiz	2 nd Vice-Chair	City of San Jacinto
David Happe	Member	City of Banning
Mike Lara	Member	City of Beaumont
Wendy Hewitt	Member	City of Calimesa
Jordan Ehrenkranz	Member	City of Canyon Lake
Jacque Casillas	Member	City of Corona
Ike Bootsma	Member	City of Eastvale
Russ Brown	Member	City of Hemet
Chris Barajas	Member	City of Jurupa Valley
Brian Tisdale	Member	City of Lake Elsinore
Matt Liesemeyer	Member	City of Menifee
Victoria Baca	Member	City of Moreno Valley
Lori Stone	Member	City of Murrieta
Rita Rogers	Member	City of Perris
Rusty Bailey	Member	City of Riverside
Maryann Edwards	Member	City of Temecula
Ben Benoit	Member	City of Wildomar
Kevin Jeffries	Member	County of Riverside, District 1
Chuck Washington	Member	County of Riverside, District 3
Jeff Hewitt	Member	County of Riverside, District 5
Brenda Dennstedt	Member	Western Municipal Water District
Ronald Sullivan	Member	Eastern Municipal Water District
Dr. Judy White	Member	Riverside County Superintendent of Schools

Management Staff

Kurt Wilson, Executive Director
Chris Gray, Deputy Executive Director
Andrew Ruiz, Chief Financial Officer
Casey Dailey, Director of Energy & Environmental Programs
Princess Hester, Administrative Services Director



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**Western Riverside Council of Governments
California**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2020

Christopher P. Morill

Executive Director/CEO



Financial Section

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Independent Auditor's Report

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Scott W. Manno, CPA, CGMA
Leena Shanbhag, CPA, MST, CGMA
Bradford A. Welebir, CPA, MBA, CGMA
Jenny W. Liu, CPA, MST

Executive Committee
Western Riverside Council of Governments
Riverside, California

MANAGERS / STAFF

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Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Western Riverside Council of Governments (WRCOG), as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise WRCOG's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of WRCOG, as of June 30, 2021, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

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Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of WRCOG and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.



Responsibility of Management for the Financial Statements

WRCOG's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about WRCOG's ability to continue as a going concern for one year after the date that the financial statements are issued.

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of WRCOG's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about WRCOG's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the required supplementary information, such as management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information Included in the Annual Report

Management is responsible for the other information as listed in the introduction section and statistical section of the table of contents included in the annual report. The other information comprises the information included in the Annual Comprehensive Financial Report but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 18, 2022 on our consideration of WRCOG's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering WRCOG's internal control over financial reporting and compliance.

Rogers, Anderson, Maloddy & Scott, LLP.

San Bernardino, California
January 18, 2022

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**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(A Joint Powers Authority)**

**Management's Discussion and Analysis
For the Year Ended June 30, 2021**

This section of the Western Riverside Council of Governments (WRCOG) Annual Comprehensive Financial Report presents a narrative overview and analysis of WRCOG's financial activities for the fiscal year ended June 30, 2021. Management encourages readers to consider the information presented here in conjunction with the Letter of Transmittal.

OVERVIEW OF THE FINANCIAL STATEMENTS

This management's discussion and analysis (MD&A) is intended to serve as an introduction to WRCOG's basic financial statements. WRCOG's basic financial statements include three components:

- Government-Wide Financial Statements
- Fund Financial Statements
- Notes to the Basic Financial Statements

The following required supplemental information has been included in this report:

- Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – General Fund
- Schedule of WRCOG's Proportionate Share of the Net Pension Liability and Related Ratios as of the Measurement Date
- Schedule of Plan Contributions
- Schedule of Changes in the Net OPEB Liability and Related Ratios
- Schedule of OPEB Contributions

The following other information has been included in this report:

- Statistical Section

Government-Wide Financial Statements are designed to provide readers with a broad overview of WRCOG finances in a manner similar to private-sector business.

The *Statement of Net Position* presents information on all WRCOG's assets and deferred outflows of resources as well as liabilities and deferred inflows of resources, with the difference reported as *net position*. Over time, increases or decreases in net position serve as a useful indicator of whether the financial position of WRCOG is improving or declining.

The *Statement of Activities* presents information showing how WRCOG's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods (such as revenues pertaining to uncollected TUMF fees or expenses pertaining to earned but unused vacation and sick leave).

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
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Management's Discussion and Analysis
For the Year Ended June 30, 2021

Fund Financial Statements only utilizes governmental funds. The focus of governmental fund financial statements is on major funds. Major funds are determined based on minimum criteria set forth by the Governmental Accounting Standards Board (GASB). Like other state and local governments, WRCOG uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. Fund accounting is also used to aid financial management by segregating transactions related to certain government functions or activities. A fund is a separate accounting entity with a self-balancing set of accounts.

Governmental Funds are used to account for essentially the same functions as *governmental activities* in the government-wide financial statements. Unlike the government-wide financial statements, governmental fund financial statements often have a budgetary orientation, are prepared on the modified accrual basis of accounting, and focus primarily on the sources, uses, and balances of current financial resources.

Because the focus of governmental funds is narrower than that of the governmental-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. The governmental funds' balance sheet and statement of revenues, expenditures, and changes in fund balances are accompanied by reconciliation to the government-wide financial statements in order to facilitate comparison between governmental funds and governmental activities.

WRCOG maintains two major governmental funds organized to their type (general and special revenue). The governmental fund statements present the financial information of each major fund in separate columns.

Notes to the Basic Financial Statements provide additional information other than that displayed on the face of the financial statements and are essential for the fair presentation of the financial information in the government-wide and fund financial statements.

Required Supplementary Information, in addition to this MD&A, presents schedules of the proportionate share of net pension liability, schedule of plan contributions, schedule of changes in net OPEB liability, schedule of OPEB contributions, plus budget and actual information.

FINANCIAL HIGHLIGHTS

- Total net position of WRCOG was \$14.3 million and consisted of net investment in capital assets of \$218,171, restricted net position of \$5.2 million, and unrestricted net position of \$9 million.
- At June 30, 2021, WRCOG's assets of \$101 million plus deferred outflows of resources of \$1.7 million was more than its liability of \$87 million and deferred inflows of resources of \$1.4 million resulting in a net position of \$14.3 million.

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(A Joint Powers Authority)

Management's Discussion and Analysis
For the Year Ended June 30, 2021

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Analysis of Net Position – Net Position may serve as a useful indicator of a government's financial position. At the end of the current fiscal year, WRCOG reported net position, with total assets and deferred outflows of resources more than liabilities and deferred inflows of resources by \$14.3 million.

Net pension liability is the amount needed to fully fund WRCOG's defined benefit plan. The net pension liability at June 30, 2020 was \$2.9 million and increased to \$3.1 million at June 30, 2021.

Deferred outflows of resources represent a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources until then. WRCOG reports deferred outflows related to pensions and OPEB.

Deferred inflows of resources represent an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources until that time. WRCOG reports deferred inflows also related to pensions and OPEB.

The table below provides summarized data from the Statement of Net Position for WRCOG as of June 30, 2021, as compared to the prior year:

Statement of Net Position
As of June 30

	<u>2021</u>	<u>2020</u>
Current and other assets	\$ 100,908,454	\$ 91,034,114
Capital assets being depreciated	<u>218,171</u>	<u>293,345</u>
Total Assets	<u>101,126,625</u>	<u>91,327,459</u>
Deferred Outflows of Resources	<u>1,676,943</u>	<u>1,743,482</u>
Current and other liabilities	70,001,158	75,862,398
Long-term obligations	<u>17,036,351</u>	<u>19,115,080</u>
Total Liabilities	<u>87,037,509</u>	<u>94,977,478</u>
Total Deferred Inflows or Resources	<u>1,418,044</u>	<u>1,741,105</u>
Net Position:		
Net investment in capital assets	218,171	293,345
Restricted	5,164,059	111,838
Unrestricted	<u>8,965,785</u>	<u>(4,052,825)</u>
Total Net Position	<u><u>\$ 14,348,015</u></u>	<u><u>\$ (3,647,642)</u></u>

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(A Joint Powers Authority)**

**Management's Discussion and Analysis
For the Year Ended June 30, 2021**

WRCOG's total net position increased by 493.4%, or \$18 million, during fiscal year 2020-2021 compared to the prior year's decrease of \$12.7 million. The increase in net position was mostly due to a decrease in TUMF reimbursements. Total liabilities decreased 8.4%, or \$7.9 million, during fiscal year 2020-2021 compared to the prior year, mostly due to the decrease in TUMF reimbursements. TUMF project liabilities are programmed according to the anticipated revenue on the Transportation Improvement Program (TIP). Current assets increased from \$91 million in FY 2019/2020 to \$100.1 million, or 10.8%. This increase in current assets is attributable to the difference in TUMF revenues received over projects completed and paid out.. Below are the three components of net position and their respective fiscal year-end balances:

- Net Investment in Capital Assets represents 1.5%, or \$218 thousand of WRCOG's total net position for fiscal year 2020-2021 compared to -8%, or \$293 thousand, for fiscal year 2019-2020. The decrease is attributable to the depreciation of existing capital assets and write-offs due to WRCOG moving its offices.
- Restricted net position accounts for 36%, or \$5.2 million, of WRCOG's total net position for fiscal year 2020-2021 compared to -3.1%, or \$112 thousand, for fiscal year 2019-2020. This component of net position represents external restrictions imposed by creditors, grantors, contributors, or laws and regulations of other governments and restrictions imposed by law through constitutional provisions or enabling legislation. Restricted net position applies to TUMF as the administration plan requires that WRCOG hold the funds until a Zone has an opportunity to claim use of the funds through the Transportation Improvement Program (TIP). The jurisdiction located within that particular zone must demonstrate it has expended its own funds and is requesting reimbursement and has provided the appropriate supporting documentation.
- Unrestricted net position accounts for 62.5%, or \$9 million, of WRCOG's total net position for fiscal year 2020-2021 compared to 111.1%, or negative \$4.1 million for fiscal year 2019-2020. This component of WRCOG's total net position may be used to meet WRCOG's ongoing obligations to creditors.

Governmental Activities

Revenues: WRCOG's governmental activities rely on the following sources of revenue to finance ongoing operations:

- General revenue related to governmental activities primarily consists of fees, other revenues, and investment earnings. Investment earnings decreased from \$2.3 million to negative \$244 thousand due to unrealized losses on market value of securities.
- Charges for services are revenues received related to the sponsorship of the PACE Program. WRCOG receives 1.463% of the amount financed for its participation in the program. In addition, the PACE Program recording fees are included in the revenue balance.

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
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**Management's Discussion and Analysis
For the Year Ended June 30, 2021**

- Operating grants and contributions increased by \$13.3 million, or 25.9%, from \$51.5 million in fiscal year 2019-2020 to \$64.8 million in the current fiscal year. This decrease was due to more TUMF revenues collected during the fiscal year. Total expenses decreased from \$69.9 million to \$50.6 million due to a decreased amount of TUMF project reimbursements paid out.
- Operating Grants and Contributions are revenues received from parties outside of WRCOG, such as state agencies, and are generally restricted to one or more specific programs. TUMF revenue is the largest governmental activities program revenue with \$63.7 million recognized during the year, as compared to \$50.4 million for fiscal year 2019-2020, which represents an increase of 26.4% or \$13.3 million.

Expenses: Total program expenses for governmental activities were \$50.6 million for the current fiscal year, a decrease of 27.7%, or \$19.4 million compared to prior fiscal year increase of \$69.8 million. The decrease in expenses is mostly attributable to a lesser amount of TUMF Projects that were reimbursed during the fiscal year.

The following table provides information from the Statement of Activities for WRCOG for the fiscal year 2020-2021, as compared to the prior year:

**STATEMENT OF ACTIVITIES
For the Fiscal Year Ended June 30**

	2021	Percent of Total	2020	Increase (Decrease) From 2020	Percent Increase (Decrease)
Revenues					
Program revenues:					
Charges for services	\$ 3,962,842	5.8%	\$ 3,377,638	\$ 585,204	17.3%
Operating grants and contributions	64,827,871	94.6%	51,489,400	13,338,471	25.9%
General revenues:					
Investment earnings	(243,696)	-0.4%	2,356,692	(2,600,388)	-110.3%
Total revenues	<u>68,547,017</u>	<u>100.0%</u>	<u>57,223,730</u>	<u>11,323,287</u>	19.8%
Expenses					
General government	4,150,530	8.2%	3,667,073	\$ 483,457	13.2%
Transportation	42,583,401	84.2%	63,456,285	(20,872,884)	-32.9%
Energy	3,110,304	6.2%	2,006,036	1,104,268	55.0%
Environmental	707,125	1.4%	704,465	2,660	0.4%
Loss on disposal of capital assets	-	0.0%	78,375	(78,375)	-100.0%
Total expenses	<u>50,551,360</u>	<u>100.0%</u>	<u>69,912,234</u>	<u>(19,360,874)</u>	-27.7%
Change in Net Position	17,995,657		(12,688,504)	30,684,161	
Net Position, Beginning of Year as restated (Note 16)	<u>(3,647,642)</u>		<u>9,040,862</u>	<u>(12,688,504)</u>	
Net Position, End of Year	<u>\$ 14,348,015</u>		<u>\$ (3,647,642)</u>	<u>\$ 17,995,657</u>	-493.4%

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
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**Management's Discussion and Analysis
For the Year Ended June 30, 2021**

FINANCIAL ANALYSIS OF FUND STATEMENTS

As previously noted, WRCOG uses *fund accounting* to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

The focus of WRCOG's governmental funds is to provide information on the sources, uses, and balances of spendable resources. Such information is useful in assessing WRCOG's short-term financial requirements. In particular, the total fund balance less the non-spendable amount may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year. Types of governmental funds reported by WRCOG include the General and Special Revenue Funds.

The General Fund is the chief operating fund for WRCOG. At the end of the current fiscal year, the General Fund's total fund balance was \$13.7 million, as compared to \$12.6 million for the prior fiscal year. The increase of \$1.1 million, or 8.6%, was mostly a result of the increased revenues in the TUMF mitigation fees and PACE fees. As a measure of the General Fund's liquidity, it is useful to compare both total fund balance and spendable fund balance to total fund expenditures. The non-spendable portion of fund balance was \$61 thousand; restricted fund balance in the General Fund was \$366,611 which is funds held in a pension stabilization fund held in Section 115 Trust. The City established the Trust on February 2020 and initially funded the trust in October 2020. The assigned portion was \$220 thousand for the Fellowship Program, and the unassigned portion at \$13 million. The current year's unassigned fund balance is 173% of the total General Fund expenditures of \$7.5 million, as compared to 173% of the total General Fund expenditures for fiscal year 2019-2020. The total fund balance of the General fund for the current year is 182% of the total general fund expenditures as compared to 186% for the prior year.

The TUMF Fund is a Special Revenue Fund for WRCOG. At the end of the current fiscal year, the TUMF Fund's total fund balance was \$17.2 million, as compared to \$2.5 million for the prior fiscal year. The increase of \$14.7 million, or 592%, was mostly a result of the decrease in TUMF projects that were reimbursed during the fiscal year and less TUMF project liabilities booked in FY 20/21. TUMF project liabilities are programmed according to the anticipated revenues on a five-year budget known as the Transportation Improvement Program (TIP). At the end of each fiscal year, the unexpended projects are rolled over on the TIP into the next fiscal year and the unexpended, current year projects on the TIP, are booked into the current fiscal year. As such, the TIP assumed less projects to be programmed into the current fiscal year, which resulted in a lower liability, and in combination with increased revenues, increased the TUMF fund's net position.

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(A Joint Powers Authority)

Management's Discussion and Analysis
For the Year Ended June 30, 2021

GENERAL FUND FINANCIAL ANALYSIS

Revenues for the General Fund, including comparative amounts from the preceding year are shown in the following tabulation:

	2021	Percent of Total	2020	Increase (Decrease) From 2020	Percent Increase (Decrease)
Revenues					
Intergovernmental	\$ 676,500	7.9%	\$ 800,250	\$ (123,750)	-15.5%
TUMF mitigation fees	2,435,899	28.3%	1,954,024	481,875	24.7%
PACE fees	3,194,962	37.2%	2,512,229	682,733	27.2%
Other revenues	2,262,134	26.3%	2,060,571	201,563	9.8%
Investment income	27,101	0.3%	127,757	(100,656)	-78.8%
Total revenues	<u>\$ 8,596,596</u>	<u>100%</u>	<u>\$ 7,454,831</u>	<u>\$ 1,141,765</u>	<u>15.3%</u>

Intergovernmental revenues are derived from the Local Transportation Fund, which is derived from ¼ cent of the general sales tax collected statewide, and then allocated by the State Board of Equalization. Revenues decreased due to less taxes being collected, and a lower allocation compared to the prior year. TUMF mitigation fees were higher because more permits were issued during the fiscal year resulting in an increased amount of revenue from the TUMF program. PACE fees increased significantly due to a significant increase in early payoffs. These early payoffs require additional processing and additional fees were collected due to this. Lastly, investment income decreased in the General Fund due to unrealized losses on fair market values on investments.

Expenditures for the General Fund, including comparative amounts from the preceding year, are shown in the following tabulation:

	2021	Percent of Total	2020	Increase (Decrease) From 2020	Percent Increase (Decrease)
Expenditures					
General government	\$ 3,898,224	51.9%	\$ 3,531,873	\$ 366,351	10.4%
Energy	3,110,304	41.4%	2,349,851	760,453	32.4%
Environmental	501,333	6.7%	476,388	24,945	5.2%
Total expenditures	<u>\$ 7,509,861</u>	<u>100.0%</u>	<u>\$ 6,358,112</u>	<u>\$ 1,151,749</u>	<u>18.1%</u>

Expenditures in the General Government remained mostly stable with a minor increase. Energy expenditures have increased primarily due to the decline of the PACE programs and legal fees related to termination of residential PACE. Lastly, the Environmental Department experienced an increase in expenditures due to additional work performed in the Used Oil and Clean Cities programs.

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
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**Management's Discussion and Analysis
For the Year Ended June 30, 2021**

TUMF FUND FINANCIAL ANALYSIS

Revenues for the TUMF Fund, including comparative amounts from the preceding year are shown in the following tabulation:

	2021	Percent of Total	2020	Increase (Decrease) From 2020	Percent Increase (Decrease)
Revenues					
TUMF mitigation fees	\$ 58,461,569	97.8%	\$ 46,896,575	\$ 11,564,994	24.7%
Other revenues	1,603,649	2.7%	25,000	1,578,649	6314.6%
Investment income	(270,797)	-0.5%	2,228,934	(2,499,731)	-112.1%
Total revenues	<u>\$ 59,794,421</u>	<u>100%</u>	<u>\$ 49,150,509</u>	<u>\$ 10,643,912</u>	<u>21.66%</u>

The increase in TUMF mitigation revenues is due to higher collection of fees in the current fiscal year. This is primarily attributable to a significant increase in single family and multi family home construction happening in Western Riverside County. The increase in other TUMF revenues is related to revenue recovery associated with WRCOG's TUMF dispute with the City of Beaumont, where more revenues were recovered in the current fiscal year than the prior year. Lastly, investment income decreased in the TUMF Fund due to unrealized losses on fair market values on investments.

Expenditures for the TUMF Fund, including comparative amounts from the preceding year, are shown in the following tabulation:

	2021	Percent of Total	2020	Increase (Decrease) From 2020	Percent Increase (Decrease)
Expenditures					
Transportation	\$ 45,090,784	100.0%	\$ 61,740,570	\$ (16,649,786)	-27.0%
Total expenditures	<u>\$ 45,090,784</u>	<u>100.0%</u>	<u>\$ 61,740,570</u>	<u>\$ (16,649,786)</u>	<u>-27.0%</u>

The increase in TUMF expenditures is due to less TUMF projects being paid out and completed, and more projects programmed onto the Transportation Improvement Program (TIP). TUMF project liabilities are programmed according to the anticipated revenues on a five-year budget known as the Transportation Improvement Program (TIP). At the end of each fiscal year, the unexpended projects are rolled over on the TIP into the next fiscal year and the unexpended, current year projects on the TIP, are booked into the current fiscal year. As such, the TIP assumed less projects to be programmed into the current fiscal year, which resulted in a lower liability.

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(A Joint Powers Authority)**

**Management's Discussion and Analysis
For the Year Ended June 30, 2021**

GENERAL FUND BUDGETARY HIGHLIGHTS

Differences exist between final budgeted amounts versus actual mostly due to the timing in which the fourth quarter budget amendments are taken to WRCOG's Administration & Finance Committee. To be finalized for year end, the fourth quarter amendments are presented at the July Administration & Finance Committee and approved at the August Executive Committee meeting.

Because of this timing, each category of the budget for revenue has some variation with the largest occurring with the intergovernmental revenues. When the final budget was presented to the Executive Committee, it was anticipated revenues in the General Fund would be \$9.5 million; however, the actual amount was only \$8.6 million, leaving a variance of \$861 thousand. This variance was primarily due to WRCOG not having its regular General Assembly and not actualizing nearly \$300 thousand in revenue as well as some multi-year grants not having as much activity this year as originally anticipated.

On the expenditure side for the General Fund, it was anticipated expenditures would be \$12.9 million; however, actual expenditures were only \$7.5 million, leaving a variance of \$5.4 million. This was mostly due because overhead is budgeted as a transfer-in, rather than a reduction of expenditures, which accounts for \$4.3 million of the variance. The remaining variance is due to WRCOG no longer hosting its General Assembly, which accounts for \$300 thousand.

CAPITAL ASSETS AND LONG-TERM OBLIGATIONS

As of June 30, 2021, WRCOG had capital assets of \$218,171, net of accumulated depreciation, invested in mostly office items such as furniture, computers, office improvements, and vehicles.

Additional information to WRCOG's capital assets can be found on Note 4 to the financial statements.

Long-term liabilities have decreased from \$19.1 million in FY 2019/2020, to \$17 million, including net pension and net OPEB liabilities, in FY 2020/2021, or an decrease of 11%. The decrease in long-term liabilities can mostly be attributed to a decrease in TUMF liabilities.

Additional information to WRCOG's long-term liabilities can be found on Note 5, Note 7, and Note 8 to the financial statements.

ECONOMIC FACTORS AND OTHER FACTORS

On June 7, 2021 WRCOG adopted the Fiscal Year 2021/2022 budget. The budget is presented by function, which includes: Administration, Transportation, Energy, and Environmental. The majority of budgeted expenditures are in the Transportation category because of the TUMF program and the size of the program relative to all of WRCOG's other programs. The TUMF program, saw an increase in revenues of 24.7% in Fiscal Year 2020/2021. This increase is primarily attributable to the significant increase in new home construction in Western Riverside County. This trend is expected to continue in Fiscal Year 2021/2022.

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(A Joint Powers Authority)**

**Management's Discussion and Analysis
For the Year Ended June 30, 2021**

Although the national and state economies have been significantly impacted since the COVID-19 pandemic, WRCOG continues to base its budget on its financial strategic plan and remains conservative moving forward due to the uncertain economic growth. While the pandemic was originally thought to have a negative impact on WRCOG's largest program, TUMF, it has actually had the opposite effect and has helped maintain stability in the Agency while other programs ended or saw decreases. WRCOG's Executive Committee has been responsive to changes made over the past several years and has continued to ensure WRCOG's fiscal sustainability, proceeding into the next fiscal year with a structurally balanced budget.

In February 2020, WRCOG's board authorized participation in the PARS Pension Rate Stabilization Program Section 115 Trust in order to mitigate rising pension costs through CalPERS. The initial funding amount made in December 2020 was \$350,000. The program has been established as a multiple employer trust so that public agencies regardless of size can join the program and receive the necessary economies of scale to keep administrative fees low and avoid any setup costs. The trust permits WRCOG, under Federal and State law, to invest in a more diversified array of investments to maximize investment returns long term. The balance of the Trust as of June 30, 2021 is \$366,611 and is reported as restricted cash and investments.

CONTACTING WRCOG'S MANAGEMENT

This financial report is designed to provide a general overview of WRCOG's finances for all those with an interest in the government's finances and to show WRCOG's accountability for the money it receives. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Interim Chief Financial Officer, Finance Department at Western Riverside Council of Governments, 3390 University Avenue, Suite 200, Riverside, California 92501.

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(A Joint Powers Authority)

Statement of Net Position
June 30, 2021

	Governmental Activities
ASSETS	
Cash and investments	\$ 86,934,324
Restricted cash and investments	366,611
Receivables:	
Grants	654,335
Interest	692
Annual PACE fee receivable	412,710
Mitigation fees receivable	6,327,927
Due from other governments	5,489,520
Due from PACE Program	661,275
Prepaid items	61,060
Capital assets, net of accumulated depreciation	218,171
Total Assets	<u>101,126,625</u>
DEFERRED OUTFLOWS OF RESOURCES	
Deferred amounts related to pensions	916,032
Deferred amounts related to OPEB	760,911
Total Deferred Outflows of Resources	<u>1,676,943</u>
LIABILITIES	
Accounts payable	13,131,531
Deposits payable	14,479
Due to other governments	55,655,007
Accrued wages and benefits	261,966
Unearned revenue	938,175
Non-current liabilities:	
Due within one year	27,710
Due in more than one year:	
Compensated absences	249,392
TUMF liabilities	12,447,087
Net pension liability	3,129,775
Net OPEB liability	1,182,387
Total Liabilities	<u>87,037,509</u>
DEFERRED INFLOWS OF RESOURCES	
Deferred amounts related to pensions	88,375
Deferred amounts related to OPEB	1,329,669
Total Deferred Inflows of Resources	<u>1,418,044</u>
NET POSITION	
Net investment in capital assets	218,171
Restricted for:	
TUMF program	4,740,402
Section 115 Pension Trust	366,611
AB 2766	45,325
Foundation	11,721
Unrestricted	8,965,785
Total Net Position	<u>\$ 14,348,015</u>

The accompanying notes are an integral part of these financial statements.

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(A Joint Powers Authority)**

**Statement of Activities
For the Fiscal Year Ended June 30, 2021**

Functions/Programs	Expenses	Program Revenues		Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Governmental Activities
Primary Government:				
Governmental activities:				
General government	\$ 4,150,530	\$ -	\$ 447,393	\$ (3,703,137)
Transportation	42,583,401	-	63,706,655	21,123,254
Energy	3,110,304	3,962,842	-	852,538
Environmental	707,125	-	673,823	(33,302)
Total Governmental Activities	<u>\$50,551,360</u>	<u>\$ 3,962,842</u>	<u>\$ 64,827,871</u>	<u>\$ 18,239,353</u>
General Revenues:				
Investment income				(243,696)
Total General Revenues				<u>(243,696)</u>
Change in Net Position				17,995,657
Net Position, Beginning of Year, as restated, (Note 16)				<u>(3,647,642)</u>
Net Position, End of Year				<u>\$ 14,348,015</u>

The accompanying notes are an integral part of these financial statements.

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(A Joint Powers Authority)**

**Balance Sheet – Governmental Funds
June 30, 2021**

	Major Funds		Non Major Funds	
	General Fund	Special Revenue TUMF	Clean Cities/ WRCOG Foundation	Total Governmental Funds
ASSETS				
Cash and investments	\$ 7,925,842	\$ 78,924,899	\$ 83,583	\$ 86,934,324
Restricted cash and investments:				
Investment in Section 115 Pension Trust	366,611	-	-	366,611
Receivables:				
Grants	654,335	-	-	654,335
Interest	-	692	-	692
Annual PACE fee receivable	412,710	-	-	412,710
Mitigation fees receivable	253,117	6,074,810	-	6,327,927
Due from other governments	5,489,520	-	-	5,489,520
Prepaid items	61,060	-	-	61,060
Due from PACE Program	661,275	-	-	661,275
Advances to other funds	-	331,581	-	331,581
Due from other funds	66,724	-	-	66,724
Total Assets	<u>\$ 15,891,194</u>	<u>\$ 85,331,982</u>	<u>\$ 83,583</u>	<u>\$ 101,306,759</u>
LIABILITIES AND FUND BALANCES				
Liabilities				
Accounts payable	\$ 583,239	\$ 12,548,292	\$ -	\$ 13,131,531
Deposits payable	14,479	-	-	14,479
Due to other governments	98,993	55,529,477	26,537	55,655,007
Accrued wages and benefits	261,966	-	-	261,966
Unearned revenue	938,175	-	-	938,175
Advances from other funds	331,581	-	-	331,581
Due to other funds	-	66,724	-	66,724
Total Liabilities	<u>2,228,433</u>	<u>68,144,493</u>	<u>26,537</u>	<u>70,399,463</u>
Fund Balances				
Nonspendable:				
Prepaid items	61,060	-	-	61,060
Restricted:				
Transportation projects	-	17,187,489	-	17,187,489
Section 115 Pension Trust	366,611	-	-	366,611
AB 2766	-	-	45,325	45,325
Foundation	-	-	11,721	11,721
Assigned:				
Fellowship Program	219,839	-	-	219,839
Unassigned	13,015,251	-	-	13,015,251
Total Fund Balances	<u>13,662,761</u>	<u>17,187,489</u>	<u>57,046</u>	<u>30,907,296</u>
Total Liabilities and Fund Balances	<u>\$ 15,891,194</u>	<u>\$ 85,331,982</u>	<u>\$ 83,583</u>	<u>\$ 101,306,759</u>

The accompanying notes are an integral part of these financial statements.

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(A Joint Powers Authority)**

**Reconciliation of the Balance Sheet of Governmental Funds to the
Statement of Net Position
June 30, 2021**

Amounts reported for governmental activities in the statement of net position are different because:

Total fund balances - Governmental Funds	\$ 30,907,296
Capital assets, net of accumulated depreciation used in governmental activities, are not current financial resources and therefore are not reported in the funds.	218,171
Non-current liabilities are not due and payable in the current period and therefore are not reported in the funds.	
Compensated absences	(277,102)
TUMF liabilities	(12,447,087)
Net pension liability	(3,129,775)
Net OPEB liability	(1,182,387)
Deferred outflows and inflows of resources related to pension and OPEB are not reported in the governmental funds:	
Pension and OPEB related deferred outflows of resources	1,676,943
Pension and OPEB related deferred inflows of resources	<u>(1,418,044)</u>
Net Position of Governmental Activities	<u><u>\$ 14,348,015</u></u>

The accompanying notes are an integral part of these financial statements.

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(A Joint Powers Authority)

Statement of Revenues, Expenditures, and Changes in Fund Balances –
Governmental Funds
For the Fiscal Year Ended June 30, 2021

	Major Funds		Non Major Funds	
	General Fund	Special Revenue TUMF	Clean Cities/ WRCOG Foundation	Total Governmental Funds
REVENUES				
Intergovernmental	\$ 676,500	\$ -	\$ 151,000	\$ 827,500
TUMF mitigation fees	2,435,899	58,461,569	-	60,897,468
PACE fees	3,194,962	-	-	3,194,962
Other revenues	2,262,134	1,603,649	5,000	3,870,783
Investment income	27,101	(270,797)	-	(243,696)
Total Revenues	8,596,596	59,794,421	156,000	68,547,017
EXPENDITURES				
Current:				
General government	3,898,224	-	5,000	3,903,224
Transportation	-	45,090,784	-	45,090,784
Energy	3,110,304	-	-	3,110,304
Environmental	501,333	-	205,792	707,125
Total Expenditures	7,509,861	45,090,784	210,792	52,811,437
Net Change in Fund Balances	1,086,735	14,703,637	(54,792)	15,735,580
Fund Balances, Beginning of Year, as Restated	12,576,026	2,483,852	111,838	15,171,716
Fund Balances, End of Year	<u>\$ 13,662,761</u>	<u>\$ 17,187,489</u>	<u>\$ 57,046</u>	<u>\$ 30,907,296</u>

The accompanying notes are an integral part of these financial statements.

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(A Joint Powers Authority)**

**Reconciliation of the Statement of Revenues, Expenditures, and Changes in
Fund Balances of Governmental Funds to the Statement of Activities
For the Fiscal Year Ended June 30, 2021**

Amounts reported for governmental activities in the statement of activities are different because:

Net change in fund balances - total governmental funds	\$ 15,735,580
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Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This activity is reconciled as follows:

Cost of assets capitalized, less disposals	18,830
Depreciation expense	(94,004)

Some expenses reported in the Statement of Activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.

Net change in compensated absences	65,859
Pension expense net adjustment	(124,398)
Net OPEB liability net adjustment	(113,593)
Net change in TUMF liabilities	<u>2,507,383</u>

Change in Net Position of Governmental Activities	<u><u>\$ 17,995,657</u></u>
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The accompanying notes are an integral part of these financial statements.

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(A Joint Powers Authority)**

**Statement of Fiduciary Net Position
Fiduciary Funds
June 30, 2021**

	<u>PACE Custodial Fund</u>
ASSETS	
Cash and investments	\$ 9,215,511
Assessments receivable	1,261,658
Total Assets	<u>10,477,169</u>
LIABILITIES	
Accounts payable	6,452,979
Due to other agencies	78,430
Due to WRCOG	661,275
Total Liabilities	<u>7,192,684</u>
NET POSITION	
Restricted for other agencies	3,284,485
Total Net Position	<u><u>\$ 3,284,485</u></u>

The accompanying notes are an integral part of these financial statements.

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(A Joint Powers Authority)**

**Statement of Changes in Fiduciary Net Position
Fiduciary Funds
June 30, 2021**

	<u>PACE Custodial Fund</u>
ADDITIONS	
Assessment collections for other agencies	\$ 39,946,706
Total additions	<u>39,946,706</u>
DEDUCTIONS	
Payments of assessments for other agencies	43,201,167
Administrative expense	1,664,536
Total deductions	<u>44,865,703</u>
Change in fiduciary net position	(4,918,997)
Net Position, Beginning of Year, as Restated (Note 16)	<u>8,203,482</u>
Net Position, End of Year	<u><u>\$ 3,284,485</u></u>

The accompanying notes are an integral part of these financial statements.

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**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(A Joint Powers Authority)**

**Notes to the Financial Statements
For the Fiscal Year Ended June 30, 2021**

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

The Western Riverside Council of Governments (WRCOG) was formed in 1989 under the California Government Code Section 6500 et. seq. WRCOG is a special district governed by twenty-four Executive Committee Members consisting of seventeen members from the cities in Western Riverside County (excluding the City of Beaumont), four Riverside County Supervisors, two members, each from the Eastern and Western Municipal Water Districts, and one member from the Riverside County Superintendent of Schools.

Accounting principles generally accepted in the United States of America require that these financial statements present the accounts of WRCOG and any of its component units. Component units are legally separate entities for which WRCOG is considered to be financially accountable or otherwise has a relationship, which is such that the exclusion of the entity would cause the financial statements to be misleading. Blended component units are considered, in substance, part of WRCOG's operations so the accounts of these entities are to be combined with the data of WRCOG. Component units, which do not meet these requirements, are reported in the financial statements as discrete units to emphasize their separate legal status.

Blended Component Unit

WRCOG Supporting Foundation (the Foundation). WRCOG has created a foundation to support its mission and objectives under IRC 509(a)(3) as an organization that is supervised and controlled in connection with a publicly supported organization. All contributions to the Foundation are exempt under section 501(c)(3) of the Internal Revenue Code. WRCOG executive committee members are the governing board of the Foundation, and management of WRCOG has operational responsibility for the component unit. The Foundation is reported as a separate nonmajor fund in these financial statements.

B. Basis of Presentation

WRCOG's basic financial statements are prepared in conformity with accounting principles generally accepted in the United States of America. The Governmental Accounting Standards Board is the acknowledged standard setting body for establishing accounting and financial reporting standards followed by governmental entities in the United States of America.

These statements require that the financial statements described below be presented.

Government-wide Financial Statements. The Statement of Net Position and the Statement of Activities report information on all activities of WRCOG. All fiduciary activities are reported only in the fund financial statements.

The effect of interfund activity has been removed from the government-wide financial statements. Governmental activities are supported by fees, taxes, and intergovernmental revenues and are not eliminated in the process of consolidation.

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(A Joint Powers Authority)**

**Notes to the Financial Statements
For the Fiscal Year Ended June 30, 2021**

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, (Continued)

B. Basis of Presentation, Continued

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. General assembly revenues and other items that do not meet the definition of program revenues are reported instead as general revenues.

Fund Financial Statements. Major individual governmental funds are reported as separate columns in the fund financial statements.

C. Measurement Focus and Basis of Accounting

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned, and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue in the fiscal year in which all eligibility requirements imposed by the provider have been satisfied.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when measurable and available. WRCOG considers all revenues reported in the governmental funds to be available if they are collected within 60 days after year end, except for cost reimbursement-based grants where due to the nature of these grants 180 days after year end is used. Expenditures are generally recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due. General capital asset acquisitions are reported as expenditures in governmental funds.

D. Fund Classifications

WRCOG reports the following major governmental funds:

General Fund. The general fund is WRCOG's primary operating fund. It accounts for all financial resources of WRCOG, except those required to be accounted for in another fund.

Transportation Uniform Mitigation Fees (TUMF) Special Revenue Fund. This fund is used to account for the proceeds of Transportation Uniform Mitigation Fees which are legally restricted to expenditures for specified purposes.

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(A Joint Powers Authority)**

**Notes to the Financial Statements
For the Fiscal Year Ended June 30, 2021**

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, (Continued)

D. Fund Classifications, Continued

Additionally, WRCOG reports the following fiduciary fund:

Custodial Fund. WRCOG's custodial fund is used to account for deposits relating to the payoff of Property Assessed Clean Energy (PACE) program loans.

E. Financial Statement Elements

(1) Cash and Investments

Investments are reported in the accompanying balance sheet at fair value, except for non-negotiable certificates of deposit and investment contracts that are reported at cost. These investments are not transferrable, and they have terms that are not affected by changes in market interest rate. Investment income includes interest earnings and the net increase (decrease) in fair value of investments. WRCOG categorized the fair value measurements for its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

Investments classified in Level 2 of the fair value hierarchy are valued using of matrix pricing techniques maintained by the pricing vendors for these securities. Matrix pricing is used to value securities based on the securities' relationship to benchmark quoted prices.

(2) Restricted Cash and Investments

In February 2020, WRCOG established a funding policy for a Section 115 Pension Rate Stabilization Trust Fund (Pension Trust) to achieve long-term pension sustainability. The purpose of the Pension Trust is to generate a reasonable level of investment growth to responsibly manage pension costs and fund present and future pension obligations. As required, amounts are set aside in the General Fund. See Note 2(I) for additional information on the Pension Trust.

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(A Joint Powers Authority)**

**Notes to the Financial Statements
For the Fiscal Year Ended June 30, 2021**

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, (Continued)

E. Financial Statement Elements, Continued

(3) Interfund Balances and Transfers

Activities between funds that are representative of lending and borrowing arrangements outstanding at year end are referred to as advances to/from other funds.

(4) Capital Assets

Capital assets, which include furniture and computers, are reported in the government-wide financial statements. WRCOG defines capital assets as assets with an initial, individual cost of more than \$5,000 and an estimated useful life of more than two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Capital assets are depreciated using the straight-line method over the estimated useful lives varying from five to ten years.

(5) Compensated Absences

A total of 10 days of vacation per year may be accumulated by each employee with three years of service, 15 days with four years of service, and 20 days with ten or more years of service. However, employees are not paid for their accumulated sick leave upon retirement until they have been employed for five years, at which time 50% of accumulated sick leave hours is paid out. WRCOG accrued a liability for compensated absences, which meets the following criteria:

- WRCOG's obligation relating to employees' rights to receive compensation for future absences is attributable to employees' services already rendered,
- The obligation relates to rights that vest or accumulate,
- Payment of the compensation is probable,
- The amount can be reasonably estimated.

Compensated absences not expected to be liquidated with expendable available financial resources are reported in the government-wide financial statements.

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(A Joint Powers Authority)**

**Notes to the Financial Statements
For the Fiscal Year Ended June 30, 2021**

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, (Continued)

E. Financial Statement Elements, Continued

(6) Fund Balance – Governmental Funds

The following fund balance classifications describe the relative strength of the spending constraints on WRCOG's fund balances:

- Nonspendable fund balance – amounts that cannot be spent either because they are in nonspendable form or because they are legally or contractually required to be maintained intact.
- Restricted fund balance – amounts constrained to specific purposes by their providers (such as grantors, contributors, or laws or regulations of other governments).
- Committed fund balance – amounts constrained to specific purposes by WRCOG itself, using its highest level of decision-making authority (i.e., Executive Committee ordinance). To be reported as committed, amounts cannot be used for any other purpose unless WRCOG takes the same highest-level action to remove or change the constraint.
- Assigned fund balance – amounts WRCOG intends to use for a specific purpose. Intent is expressed by the Executive Committee.
- Unassigned fund balance – amounts that are available for any purpose. Positive amounts can only be reported in the general fund.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, WRCOG considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, WRCOG considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless the Executive Committee or management has provided otherwise in its commitment or assignment actions.

(5) Estimates

The preparation of these financial statements requires management to make estimates and assumptions. Those estimates and assumptions affect the reported amounts and the disclosures. Actual results could differ from those estimates.

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(A Joint Powers Authority)**

**Notes to the Financial Statements
For the Fiscal Year Ended June 30, 2021**

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, (Continued)

E. Financial Statement Elements, Continued

(6) Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Plan and additions to/deductions from the Plan's fiduciary net position have been determined on the same basis. For this purpose, benefit payments (including refunds of employee contributions) are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value.

Generally accepted accounting principles requires that the reported results must pertain to liability and asset information within certain defined timeframes. For this report, the following timeframes are used.

Valuation Date	June 30, 2019
Measurement Date	June 30, 2020
Measurement Period	July 1, 2019 to June 30, 2020

(7) Other Post-Employment Benefit (OPEB)

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the WRCOG'S plan (OPEB Plan) and additions to/deductions from the OPEB Plan's fiduciary net position have been determined on the same basis. For this purpose, benefit payments are reported at fair value.

Generally accepted accounting principles require that the reported results must pertain to liability and asset information within certain defined timeframes. For this report, the following timeframes are used:

Valuation Date	June 30, 2019
Measurement Date	June 30, 2020
Measurement Period	July 1, 2019 to June 30, 2020

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(A Joint Powers Authority)

Notes to the Financial Statements
For the Fiscal Year Ended June 30, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, (Continued)

E. Financial Statement Elements, Continued

(8) Deferred Outflows and Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. Deferred outflows of resources represent a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources until then. The government only has one item that qualifies for reporting in this category: deferred amounts related to pensions.

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. Deferred inflows of resources represent an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources until that time. The government has only one type of item of this: deferred amounts related to pensions. For the fund level statements, deferred inflows of resources represent unavailable resources.

(9) Net Position Flow Assumption

Sometimes WRCOG will fund outlays for a particular purpose from both restricted (e.g. restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the government-wide financial statements, a flow assumption must be made about the order in which the resource are considered to be applied.

(10) New Accounting Pronouncements

During the fiscal year ended June 30, 2021, WRCOG implemented the following GASB standard:

GASB Statement No. 84 – The Governmental Accounting Standards Board (GASB) has issued Statement No. 84, *Fiduciary Activities*. The primary objective of the statement is to improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported.

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(A Joint Powers Authority)**

**Notes to the Financial Statements
For the Fiscal Year Ended June 30, 2021**

NOTE 2 – CASH AND INVESTMENTS

Cash and investments at June 30, 2021, are classified in the accompanying financial statements as follows:

Statement of Net Position		
Cash and investments	\$	86,934,324
Restricted cash and investments		366,611
Fiduciary Funds		
Cash and investments		9,215,511
Total Cash and Investments	\$	<u>96,516,446</u>

Cash and investments as of June 30, 2021, consist of the following:

Deposits and petty cash	\$	19,237,869
Investments		76,911,966
Restricted investments (Section 115 Trust)		366,611
Total Cash and Investments	\$	<u>96,516,446</u>

A. Authorized Investments

The following investments are authorized under California Government Code and, where more restrictive, WRCOG's Investment Policy:

Authorized Investment Type	Maximum Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
U.S. Treasury Obligations	5 years	100%	None
U.S. Agency Securities	5 years	100%	None
Supranational Obligations	5 years	30%	None
State of California Obligations	5 years	30%	5%
Local Agency Obligations	5 years	30%	5%
Asset-Backed Securities	5 years	20%	5%
Repurchase Agreements	1 year	20%	20%
Commercial Paper	270 days	30%	5%
Banker's Acceptances	180 days	40%	30%
Medium Term Notes	5 years	30%	5%
Negotiable Certificates of Deposit	5 years	30%	5%
Money Market Mutual Funds	N/A	20%	None
Riverside County Treasurer's Pooled Investment	N/A	100%	None
Local Agency Investment Fund (LAIF)	N/A	100%	\$75 million **

** Limit set by LAIF governing Board, not California Government Code

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(A Joint Powers Authority)**

**Notes to the Financial Statements
For the Fiscal Year Ended June 30, 2021**

NOTE 2 – CASH AND INVESTMENTS, (Continued)

B. Disclosures Relating to Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. As of the year end, the weighted average maturity of the investments contained in the Local Agency Investment Fund (LAIF) pool was approximately 200 days. WRCOG's investment policy recognizes the interest rate risk and therefore places maximum maturity limits (up to five years) on various types of allowable investments.

Investment Type	Total	Remaining Maturity		
		12 months or less	13 to 24 months	25 to 36 months
U.S. Treasury Obligations	\$ 9,817,921	\$ -	\$ 3,974,603	\$ 5,843,318
Federal Agency	21,728,978	4,403,834	11,722,838	5,602,306
Municipal	2,070,765	-	282,879	1,787,886
Supranational	5,283,367	-	4,989,214	294,153
Corporate Note	6,672,439	101,667	2,994,257	3,576,515
Negotiable CDs	2,104,217	383,428	1,720,789	-
Asset-Backed Securities	5,758,417	53,624	437,031	5,267,762
LAIF	847,504	847,504	-	-
CAMP	22,361,593	22,361,593	-	-
Money Market Fund	266,765	266,765	-	-
Restricted Section 115 Trust Investments:				
U.S. Treasury Obligations	103,124	-	-	103,124
Corporate Note	82,756	14,963	19,145	48,648
Corporate Stocks	79,449	79,449	-	-
Mutual Funds	72,587	72,587	-	-
Money Market Fund	28,695	28,695	-	-
Total	<u>\$ 77,278,577</u>	<u>\$ 28,614,109</u>	<u>\$ 26,140,756</u>	<u>\$ 22,523,712</u>

C. Fair Value Classifications

Fair value measurements are categorized based on the valuation inputs used to measure fair value. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

Investments classified in Level 2 of the fair value hierarchy are valued using of matrix pricing techniques maintained by the pricing vendors for these securities. Matrix pricing is used to value securities based on the securities' relationship to benchmark quoted prices.

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**Notes to the Financial Statements
For the Fiscal Year Ended June 30, 2021**

NOTE 2 – CASH AND INVESTMENTS, (Continued)

C. Fair Value Classifications, Continued

Fair value measurements for investments are as follows as of June 30, 2021:

Investment Type	Fair Value	Level 1	Level 2	Level 3
U.S. Treasury Obligations	\$ 9,817,921	\$ -	\$ 9,817,921	\$ -
Federal Agency	21,728,978	-	21,728,978	-
Municipal	2,070,765	-	2,070,765	-
Supranational	5,283,367	-	5,283,367	-
Asset-Backed Securities	5,758,417	-	5,758,417	-
Negotiable CDs	2,104,217	-	2,104,217	-
Corporate Note	6,672,439	-	6,672,439	-
Restricted Section 115 Trust Investments:				
U.S. Treasury Obligations	103,124	-	103,124	-
Corporate Note	82,756	-	82,756	-
Total investments by Fair Value Level	53,621,984	\$ -	\$ 53,436,104	\$ -

Investments not subject to fair value hierarchy:

LAIF	847,504
CAMP	22,361,593
Money Market Fund	266,765
Restricted Section 115 Trust Investments:	
Corporate Stocks	79,449
Mutual Funds	72,587
Money Market Fund	28,695
Total Investments	<u>\$ 77,278,577</u>

Deposits and withdrawals to/from LAIF are made on the basis of \$1 and not fair value. As such, the measurement of fair value is uncategorized and not defined as a Level 1, Level 2 or Level 3 input. The balance of the money market account is considered a cash equivalent.

D. Disclosures Relating to Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Presented below is the minimum rating required by (where applicable) the California Government Code, the WRCOG's investment policy, or debt agreements, and the actual Standard and Poor's rating as of year-end for each investment type.

Investment Type	Total	Minimum Legal Rating	AAA	AA+	AA	AA-	A+	A	A-	BBB-	A-1	Not Rated
U.S. Treasury Obligations	\$ 9,817,921	N/A	\$ -	\$ 9,817,921	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Federal Agency	21,728,978	N/A	-	21,728,978	-	-	-	-	-	-	-	-
Supranational	5,283,367	AA	5,283,367	-	-	-	-	-	-	-	-	-
Municipal	2,070,765	A	823,166	444,237	316,142	-	487,220	-	-	-	-	-
Corporate Note	6,672,440	A	-	442,965	806,315	218,243	1,646,267	1,831,862	1,704,445	22,343	-	-
Negotiable CDs	2,104,216	N/A	-	-	-	756,741	672,685	291,362	-	-	383,428	-
Asset-Backed Securities	5,758,417	AA	5,758,417	-	-	-	-	-	-	-	-	-
LAIF	847,504	N/A	-	-	-	-	-	-	-	-	-	847,504
CAMP	22,361,593	N/A	-	-	-	-	-	-	-	-	-	22,361,593
Money Market Account	266,764	N/A	-	-	-	-	-	-	-	-	-	266,764
Restricted Section 115 Trust Investments:												
U.S. Treasury Obligations	103,124	N/A	-	103,124	-	-	-	-	-	-	-	-
Corporate Note	82,756	A	-	82,756	-	-	-	-	-	-	-	-
Corporate Stocks	79,449	N/A	-	-	-	-	-	-	-	-	-	79,449
Mutual Funds	72,588	N/A	-	-	-	-	-	-	-	-	-	72,588
Money Market Fund	28,695	N/A	-	-	-	-	-	-	-	-	-	28,695
	<u>\$ 77,278,577</u>		<u>\$ 11,864,950</u>	<u>\$ 32,619,981</u>	<u>\$ 1,122,457</u>	<u>\$ 974,984</u>	<u>\$ 2,806,172</u>	<u>\$ 2,123,224</u>	<u>\$ 1,704,445</u>	<u>\$ 22,343</u>	<u>\$ 383,428</u>	<u>\$ 23,656,593</u>

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
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**Notes to the Financial Statements
For the Fiscal Year Ended June 30, 2021**

NOTE 2 – CASH AND INVESTMENTS, (Continued)

E. Concentration of Credit Risk

At June 30, 2021, WRCOG has no investments in any one issuer (other than U.S. Treasury securities and external investment pools) that represent 5% or more of WRCOG's total investments.

F. Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code and the WRCOG's policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits or investments, other than the following provision for deposits:

The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110 percent of the total amount deposited by the public agencies. California law also allows financial institutions to secure WRCOG deposits by pledging first trust deed mortgage notes having a value of 150 percent of the secured public deposits.

Of WRCOG's deposits with financial institutions, \$18,201,087 was in excess of federal depository insurance limits. The uninsured deposits were held by financial institutions, which are legally required by the California Government Code to collateralize the WRCOG's deposits as noted above.

G. Investment in State Investment Pool

WRCOG is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by the California Government Code under the oversight of the Treasurer of the State of California. LAIF is a governmental investment pool managed and directed by the California State Treasurer and is not registered with the Securities and Exchange Commission. An oversight committee comprised of California State officials and various participants provide oversight to the management of the fund. The fair value of WRCOG's investment in this pool is reported in the accompanying financial statements at amounts based upon WRCOG's pro rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis. All investments with LAIF are secured by the full faith and credit of the State of California. Separate LAIF financial statements are available from the California State Treasurer's Office on the Internet at www.treasurer.ca.gov.

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
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**Notes to the Financial Statements
For the Fiscal Year Ended June 30, 2021**

NOTE 2 – CASH AND INVESTMENTS, (Continued)

H. Investment in JPA Pool/CAMP

WRCOG is a voluntary participant in the CAMP Trust (Trust), which was established as a nontaxable investment portfolio under provisions of the California Joint Exercise of Powers Act to provide California Public Agencies with comprehensive investment management services. There are no minimum deposit requirements or limits on deposits and withdrawals. Dividends from net investment income are declared on a daily basis and paid on the last day of the month. Dividends paid are automatically reinvested in each account by the purchase of additional shares. The contract creating the Trust specifies the types of investments that can be made by the investment portfolio with available cash: U.S. Government securities, securities of federally sponsored agencies, repurchase agreements, banker's acceptances, negotiable certificates of deposit and commercial paper. The fair value of WRCOG's investment in this pool is reported in the accompanying financial statements at amounts based upon WRCOG's pro-rata share of the fair value provided by CAMP.

I. Pension Rate Stabilization Program Section 115 Trust

In February 2020, WRCOG's board authorized participation in the PARS Pension Rate Stabilization Program Section 115 Trust in order to mitigate rising pension costs through CalPERS. The initial funding amount was \$350,000. The program has been established as a multiple employer trust so that public agencies regardless of size can join the program and receive the necessary economies of scale to keep administrative fees low and avoid any setup costs. The trust permits WRCOG, under Federal and State law, to invest in a more diversified array of investments to maximize investment returns long term. The balance of the Trust at June 30, 2021 is \$366,611 and is reported as restricted cash and investments.

NOTE 3 – INTERFUND RECEIVABLES AND PAYABLES

The composition of interfund balance as of June 30, 2021, is as follows:

Advances to Other Funds

<u>Receivable Fund</u>	<u>Payable Fund</u>	<u>Amount</u>
TUMF	General	\$ 331,581
	Total advances	<u>\$ 331,581</u>

WRCOG's interfund receivables and payables represent amounts advanced from the TUMF Fund to the General Fund for OPEB costs. The advance is anticipated to be repaid over a ten-year period which began in fiscal year 2014-15 with equal annual payments.

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**Notes to the Financial Statements
For the Fiscal Year Ended June 30, 2021**

NOTE 3 – INTERFUND RECEIVABLES AND PAYABLES, (Continued)

Due To/From Other Funds

<u>Receivable Fund</u>	<u>Payable Fund</u>	<u>Amount</u>
General	TUMF	\$ 66,724
	Total due to/due from	<u>\$ 66,724</u>

The outstanding short-term loans between funds are a result of lag between the dates that reimbursable expenditures occur, transactions are recorded in the accounting system, and payments between funds are made.

NOTE 4 – CAPITAL ASSETS

A schedule of changes in capital assets for the year ended June 30, 2021, is shown below:

	<u>Beginning</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending</u>
Governmental Activities:				
Capital assets, being depreciated:				
Furniture and Computer Equipment	\$ 810,430	\$ 18,830	\$ -	\$ 829,260
Other Capital Assets	33,037	-	-	33,037
Total Depreciable Capital Assets	<u>843,467</u>	<u>18,830</u>	<u>-</u>	<u>862,297</u>
Less Accumulated Depreciation for:				
Furniture and Computer Equipment	(517,086)	(94,004)	-	(611,090)
Other Capital Assets	(33,036)	-	-	(33,036)
Total Accumulated Depreciation	<u>(550,122)</u>	<u>(94,004)</u>	<u>-</u>	<u>(644,126)</u>
Capital Assets net of Accumulated Depreciation	<u>\$ 293,345</u>	<u>\$ (75,174)</u>	<u>\$ -</u>	<u>\$ 218,171</u>

Depreciation expense of \$94,004 was charged to the general government function of the governmental activities.

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
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**Notes to the Financial Statements
For the Fiscal Year Ended June 30, 2021**

NOTE 5 – LONG-TERM LIABILITIES

A schedule of changes in the long-term liabilities for the year ended June 30, 2021, is shown below:

	<u>Beginning</u>	<u>Additions</u>	<u>Reductions</u>	<u>Ending</u>	<u>Due within One Year</u>
Governmental Activities:					
Compensated Absences	\$ 342,961	\$ 200,910	\$ (266,769)	\$ 277,102	\$ 27,710
Refund Liability	11,460,970	-	(2,507,383)	8,953,587	-
City of Moreno Valley Agreement	3,493,500	-	-	3,493,500	-
Total Long-term Liabilities	<u>\$ 15,297,431</u>	<u>\$ 200,910</u>	<u>\$ (2,774,152)</u>	<u>\$ 12,724,189</u>	<u>\$ 27,710</u>

Compensated absences will be liquidated primarily from the General Fund.

A. Refund Liability

WRCOG maintains a listing of developers who are owed a refund for various reasons including expired permits, duplicate payments, and credit agreements entered into with the developer. Some of the refunds are included on the Transportation Improvement Program (TIP) and some are not but are generally not paid out until the zone has enough money to repay the refund. Each zone within the TIP maintains its own refund amounts and as funds become available, the refunds are paid out. No interest is calculated on refunds granted back to the developer. The refunds will be liquidated from the TUMF Fund.

B. City of Moreno Valley Agreement

In 2011, WRCOG entered into an agreement with the City of Moreno Valley to fund a portion of the Nason/SR-60 Interchange Project. Pursuant to the agreement, the City incurred project-related costs which will be reimbursed through TUMF as funds become available through the annual TUMF allocation process. The total authorized by the agreement was \$11,128,000. As of June 30, 2021, the remaining amount to be reimbursed to the City is \$3,493,500. The liability will be liquidated from the TUMF Fund.

NOTE 6 – TRANSPORTATION UNIFORM MITIGATION FEES

WRCOG developed an ordinance and an administrative plan effective June 1, 2003, to implement the Transportation Uniform Mitigation Fee (TUMF). This ordinance and the administrative plan allows for the collection of mitigation fees over 25 years related to the planning and construction of a regional transportation system throughout the western region of Riverside County. The municipalities located within the western region of Riverside County (grouped by zones) and the County of Riverside collect these fees and remit them to WRCOG on a monthly basis. WRCOG is responsible for the administration of these fees, subject to certain restrictions, and approves plans that meet the goals (nexus) of the legislation.

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
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**Notes to the Financial Statements
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NOTE 6 – TRANSPORTATION UNIFORM MITIGATION FEES, (Continued)

WRCOG is entitled to an administration fee of up to 4% annually of TUMF revenues collected, with a maximum of 1% that can be used to offset salaries and benefits related to TUMF administration. In 2021, the total administration fee collected was 4%. Riverside Conservation Agency (RCA) also receives a percentage of the TUMF revenues collected of 1.47%, which is included as an expense in the TUMF Fund.

The fees allocated among the zones, Riverside County Transportation Commission (RCTC), and Riverside Transit Authority (RTA) are 45.7%, 45.7% and 3.13%, respectively. These allocations are remitted monthly to RCTC and quarterly to RTA; however, the zones must submit project plans for approval to WRCOG before funds can be released. RCA must submit potential sites designated for conservation for approval before funds are released.

NOTE 7 – EMPLOYEE BENEFITS

California Public Employees' Retirement System (CalPERS)

Plan Description

All qualified permanent and probationary employees are eligible to participate in the Public Agency Cost-Sharing Multiple-Employer Defined Benefit Pension Plan (Plan or PERF C) administered by the California Public Employees' Retirement System (CalPERS.) The Plan consists of a miscellaneous pool and a safety pool (also referred to as "risk pools"), which are comprised of individual employer miscellaneous and safety rate plans, respectively. Plan assets may be used to pay benefits for any employer rate plan of the safety and miscellaneous pools. Accordingly, rate plans within the safety or miscellaneous pools are not separate plans under generally accepted accounting principles. Individual employers may sponsor more than one rate plan in the miscellaneous or safety risk pools. WRCOG sponsors two miscellaneous rate plans. Benefit provisions under the Plan are established by State statute and WRCOG resolution. CalPERS issues publicly available reports that include a full description of the pension plan regarding benefit provisions, assumptions and membership information that can be found on the CalPERS' website, at www.calpers.ca.gov.

Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full-time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 5 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost-of-living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
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**Notes to the Financial Statements
For the Fiscal Year Ended June 30, 2021**

NOTE 7 – EMPLOYEE BENEFITS, (Continued)

California Public Employees' Retirement System (CalPERS), Continued

Benefits Provided, Continued

The Plan operates under the provisions of the California Public Employees' Retirement Law (PERL), the California Public Employees' Pension Reform Act of 2013 (PEPRA), and the regulations, procedures and policies adopted by the CalPERS Board of Administration. The Plan's authority to establish and amend the benefit terms are set by the PERL and PEPRA, and may be amended by the California state legislature and in some cases require approval by the CalPERS Board.

The Plan's provisions and benefits in effect at June 30, 2021, are summarized as follows:

<u>Hire Date</u>	<u>Miscellaneous</u>	
	<u>Classic</u>	<u>New Members</u>
	<u>Prior to January 1, 2013</u>	<u>On or after January 1, 2013</u>
Benefit formula	2.7% at 55	2.0% at 62
Benefit vesting schedule	5 years of service	5 years of service
Benefit payments	monthly for life	monthly for life
Retirement age	50-55	52-67
Monthly benefits, as a % of annual salary	2.0% to 2.7%	1.0% to 2.5%
Required employer contribution rates	15.35%	7.68%

Contributions

Section 20814(c) of the California Public Employees' Retirement Law (PERL) requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through CalPERS' annual actuarial valuation process. For public agency cost-sharing plans covered by either the Miscellaneous or Safety risk pools, the Plan's actuarially determined rate is based on the estimated amount necessary to pay the Plan's allocated share of the risk pool's costs of benefits earned by employees during the year, and any unfunded accrued liability. The employer is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. Employer contribution rates may change if plan contracts are amended. Payments made by the employer to satisfy contribution requirements that are identified by the pension plan terms as plan member contribution requirements are classified as plan member contributions. Employer Contributions to the Plan for the fiscal year ended June 30, 2021 were \$523,824. The actual employer payments of \$466,492 made to CalPERS by WRCOG during the measurement period ended June 30, 2020 differed from WRCOG's proportionate share of the employer's contributions of \$424,355 by \$42,137, which is being amortized over the expected average remaining service lifetime in the Public Agency Cost-Sharing Multiple Employer Plan.

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
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**Notes to the Financial Statements
For the Fiscal Year Ended June 30, 2021**

NOTE 7 – EMPLOYEE BENEFITS, (Continued)

California Public Employees' Retirement System (CalPERS), Continued

Net Pension Liability

WRCOG's net pension liability for the Plan is measured as the total pension liability, less the pension plan's fiduciary net position. The net pension liability is measured as of June 30, 2020, using an annual actuarial valuation as of June 30, 2019 rolled forward to June 30, 2020 using standard update procedures. A summary of principal assumptions and methods used to determine the net pension liability is as follows.

Valuation Date	June 30, 2019
Measurement Date	June 30, 2020
Actuarial Cost Method	Entry Age Normal
Actuarial Assumptions:	
Discount Rate	7.15%
Inflation	2.50%
Salary Increases	Varies by Entry Age and Service
Investment Rate of Return	7.15%
Mortality Rate Table (1)	Derived using CalPERS' membership data for all funds
Post Retirement Rate Increase	The lesser of contract COLA up to 2.50% until Power Protection Allowance floor on purchasing power applies, 2.50% thereafter.

(1) The mortality table used was developed based on CalPERS' specific data. The probabilities of mortality are based on the 2017 CalPERS Experience Study for the period from 1997 to 2015. Pre-retirement and Post-retirement mortality rates includes 15 years of projected mortality improvements using 90% of scale MP 2016 published by the Society of Actuaries. For more details on this table, please refer to the CalPERS Experience Study and Review of Actuarial Assumptions reported from December 2017 that can be found on the CalPERS website.

All other actuarial assumptions used in the June 30, 2019, valuation were based on the results of an actuarial experience study for the period from 1997 to 2015, including updates to salary increase, mortality and retirement rates. The Experience Study report can be obtained at CalPERS' website, at www.calpers.ca.gov.

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
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**Notes to the Financial Statements
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NOTE 7 – EMPLOYEE BENEFITS, (Continued)

California Public Employees' Retirement System (CalPERS), Continued

Long-term Expected Rate of Return

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all the funds' asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11+ years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses.

The expected real rates of return by asset class are as follows:

Asset Class (1)	Assumed Asset Allocation	Real Return Years 1-10 (2)	Real Return Years 11+ (3)
Global Equity	50%	4.80%	5.98%
Fixed Income	28%	1.00%	2.62%
Inflation Assets	-	0.77%	1.81%
Private Equity	8%	6.30%	7.23%
Real Assets	13%	3.75%	4.93%
Liquidity	1%	-	-0.92%
Total	100%		

(1) In the System's ACFR, Fixed Income is included in Global Debt Securities; Liquidity is included in Short-term Investments; Inflation Assets are included in both Global Equity Securities and Global Debt Securities.

(2) An expected inflation of 2.00% used for this period

(3) An expected inflation of 2.92% used for this period

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
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Notes to the Financial Statements
For the Fiscal Year Ended June 30, 2021

NOTE 7 – EMPLOYEE BENEFITS, (Continued)

California Public Employees' Retirement System (CalPERS), Continued

Change in Assumptions

The Plan adopted a new amortization policy effective with the 2019 actuarial valuation. The new amortization policy shortens the period over which actuarial gains and losses are amortized from 30 years to 20 years with the payments computed as a level dollar amount. In addition, the new policy does not utilize a five-year ramp-up and ramp-down on UAL bases attributable to assumption changes and non-investment gains/losses. The new policy also does not utilize a five-year ramp-down on investment gains/losses. These changes apply only to new UAL bases established on or after June 30, 2019.

Discount Rate

The discount rate used to measure the total pension liability for PERF C was 7.15%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Pension Plan Fiduciary Net Position

Information about the pension plan's assets, deferred outflows of resources, liabilities, deferred inflows of resources, and fiduciary net position are presented in CalPERS' audited financial statements, which are publicly available reports that can be obtained at CalPERS' website, at www.calpers.ca.gov. The plan's fiduciary net position and additions to/deductions from the plan's fiduciary net position have been determined on the same basis used by the pension plan, which is the economic resources measurement focus and the accrual basis of accounting. Benefits and refunds are recognized when due and payable in accordance with the terms of the plan. Investments are reported at fair value.

Proportionate Share of Net Pension Liability

The following table shows the Plans' proportionate share of the net pension liability over the measurement period.

	Increase (Decrease)		
	Plan Total Pension Liability	Plan Fiduciary Net Position	Plan Net Pension Liability
	(a)	(b)	(c) = (a) - (b)
Balance at: 6/30/2019 (VD)	\$ 11,936,106	\$ 9,063,032	\$ 2,873,074
Balance at: 6/30/2020 (MD)	12,627,500	9,497,725	3,129,775
Net changes during 2019-2020	691,394	434,693	256,701
Valuation Date (VD), Measurement Date (MD)			

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**Notes to the Financial Statements
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NOTE 7 – EMPLOYEE BENEFITS, (Continued)

California Public Employees' Retirement System (CalPERS), Continued

Proportionate Share of Net Pension Liability, Continued

WRCOG's proportion of the net pension liability was determined by CalPERS using the output from the Actuarial Valuation System and the fiduciary net position, as provided in the CalPERS Public Agency Cost-Sharing Allocation Methodology Report, which is a publicly available report that can be obtained at CalPERS' website, at www.calpers.ca.gov. WRCOG's proportionate share of the net pension liability for miscellaneous Plan as of the June 30, 2019 and 2020 measurement dates was as follows:

Proportion Share - June 30, 2019	0.0280%
Proportion Share - June 30, 2020	0.0288%
Change - Increase	0.0008%

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents WRCOG's proportionate share of the net pension liability of the Plan as of the measurement date, calculated using the discount rate of 7.15 percent, as well as what the net pension liability would be if it were calculated using a discount rate that is 1 percentage-point lower (6.15 percent) or 1 percentage-point higher (8.15 percent) than the current rate:

	Discount Rate - 1% (6.15%)	Current Discount Rate (7.15%)	Discount Rate + 1% (8.15%)
Plan's Net Pension Liability	\$ 4,810,187	\$ 3,129,775	\$ 1,741,303

Subsequent Events

There were no subsequent events that would materially affect the results presented in this disclosure.

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
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**Notes to the Financial Statements
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NOTE 7 – EMPLOYEE BENEFITS, (Continued)

California Public Employees' Retirement System (CalPERS), Continued

Amortization of Deferred Outflows and Deferred Inflows of Resources

Under GASB 68, gains and losses related to changes in total pension liability and fiduciary net position are recognized in pension expense systematically over time.

The first amortized amounts are recognized in pension expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to pensions and are to be recognized in future pension expense.

The amortization period differs depending on the source of the gain or loss:

Net difference between projected and actual earnings on pension plan investments	5-year straight-line amortization
All other amounts	Straight-line amortization over the expected average remaining service lives (EARSL) of all members that are provided with benefits (active, inactive and retired) as of the beginning of the measurement period

The expected average remaining service lifetime (EARSL) is calculated by dividing the total future service years by the total number of plan participants (active, inactive, and retired) in the Public Agency Cost-Sharing Multiple-Employer Plan (PERF C).

The EARSL for PERF C for the measurement period ending June 30, 2020 is 3.8 years, which was obtained by dividing the total service years of 548,581 (the sum of remaining service lifetimes of the active employees) by 145,663 (the total number of participants: active, inactive, and retired) in PERF C. Inactive employees and retirees have remaining service lifetimes equal to 0. Total future service is based on the members' probability of decrementing due to an event other than receiving a cash refund.

Pension Expense and Deferred Outflows and Deferred Inflows of Resources Related to Pensions

As of the start of the measurement period (July 1, 2019), WRCOG's net pension liability was \$2,873,074. For the measurement period ending June 30, 2020 (the measurement date), WRCOG incurred a pension expense of \$648,221.

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(A Joint Powers Authority)**

**Notes to the Financial Statements
For the Fiscal Year Ended June 30, 2021**

NOTE 7 – EMPLOYEE BENEFITS, (Continued)

California Public Employees’ Retirement System (CalPERS), Continued

Pension Expense and Deferred Outflows and Deferred Inflows of Resources Related to Pensions, Continued

At June 30, 2021, WRCOG reported deferred outflows of resources and deferred inflows of resources related to pensions as follows:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 161,286	\$ -
Changes in assumptions	-	22,323
Differences between projected and actual investment earnings	92,975	-
Differences between employer's contributions and proportionate share of contributions	34,160	66,052
Change in employers proportion	103,787	-
Pension contributions subsequent to the measurement date	523,824	-
	<u>\$ 916,032</u>	<u>\$ 88,375</u>

These amounts above are net of outflows and inflows recognized in the 2019-20 measurement period expense. Contributions subsequent to the measurement date of \$523,824 reported with deferred outflows of resources will be recognized as a reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows and deferred inflows of resources related to pensions will be recognized in future pension expense as follows:

Measurement Period Ended June 30:	Deferred Outflows/(Inflows) of Resources
2021	\$ 58,762
2022	105,252
2023	95,226
2024	44,593
2025	-
Thereafter	-

Payable to the Pension Plan

At June 30, 2021, WRCOG reported a payable of \$-0- for the outstanding amount of contributions to the pension plan required for the year ended.

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
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**Notes to the Financial Statements
For the Fiscal Year Ended June 30, 2021**

NOTE 8 – OTHER POSTEMPLOYMENT BENEFITS (OPEB)

Plan Description

WRCOG has established agent multiple employer plan that provides post-retirement health care benefits for retired employees and their dependents. Benefits are as follows:

Tier	Date of Hire	Benefit
1	< 1/1/98	100% of premium (ee + dep.)
2	1/1/98 - 6/30/01	Cost of Kaiser coverage (ee + dep.)
3	7/1/01 - 9/1/04	Up to employee + 1 Kaiser premium
4	> 9/1/04	50% of weighted average of 4 top plans + 40% of weighted average for 1 dep. for 4 top plans. Vesting is 50% of premium at 10 years graded to 100% at 20 years.

In April 2012 WRCOG joined the Public Agencies Post-Retirement Health Care Plan, a multiple-employer trust administered by the Public Agency Retirement Services.

Employees Covered

As of the June 30, 2019 actuarial valuation, the following current and former employees were covered by the benefit terms under the Plan:

Active employees	28
Inactive employees or beneficiaries currently receiving benefits	9
Inactive employees entitled to, but not yet receiving benefits	<u>1</u>
Total	<u><u>38</u></u>

Contributions

Benefit provisions are established and may be amended by the Executive Committee. WRCOG contributes 100% of the cost of health insurance premiums for retirees.

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
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**Notes to the Financial Statements
For the Fiscal Year Ended June 30, 2021**

NOTE 8 – OTHER POSTEMPLOYMENT BENEFITS (OPEB), (Continued)

Net OPEB Liability

WRCOG'S net OPEB liability was measured as of June 30, 2020 and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation dated June 30, 2019, based on the following actuarial methods and assumptions:

Actuarial Assumptions	June 30, 2020 Measurement Date
Actuarial Valuation Date	June 30, 2019
Actuarial Cost Method	Entry age normal cost, level percent of pay.
Asset Valuation Method	Market value
Discount Rate	5.45%
General Inflation	2.50%
Salary Increases	3.00% per year; since benefits do not depend on salary, this is used to allocate the cost of benefits between service years.
Healthcare Cost Trend Rate	5.40% in 2021 fluctuating down to 4.00% by 2076.
Mortality	MacLeod Watts Scale 2020
Retirement Age	From 50 to 75

Discount Rate

A discount rate of 5.45% was used in the valuation. This discount rate assumes the WRCOG continues to fully fund for its retiree health benefits.

Change of Assumptions

Discount Rate	Decreased from 5.70% to 5.45%
Demographic Assumptions	Mortality rates updated to 2017 CalPERS experience study.
Mortality Improvement	MW Scale 2020 Generationally

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(A Joint Powers Authority)**

**Notes to the Financial Statements
For the Fiscal Year Ended June 30, 2021**

NOTE 8 – OTHER POSTEMPLOYMENT BENEFITS (OPEB), (Continued)

Changes in the OPEB Liability (Asset)

The changes in the net OPEB liability (asset) for the Plan are as follows:

	(a)	(b) Plan	(a) - (b) = (c)
	Total OPEB Liability	Fiduciary Net Position	Net OPEB Liability
Balance at June 30, 2020 (6/30/19 measurement date)	\$2,807,576	\$1,863,001	\$ 944,575
Changes recognized for the measurement period:			
Service cost	180,222	-	180,222
Interest	165,457	-	165,457
Changes of assumptions	105,642	-	105,642
Contributions – employer	-	140,657	(140,657)
Net investment income	-	72,852	(72,852)
Benefit payments	(170,086)	(170,086)	-
Net changes	281,235	43,423	237,812
Balance at June 30, 2021 (6/30/20 measurement date)	\$3,088,811	\$1,906,424	\$1,182,387

Sensitivity of the Net OPEB Liability (Asset) to Changes in the Discount Rate

The following presents the net OPEB liability (asset) of the WRCOG if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate, for measurement period ended June 30, 2020:

	1% Decrease (4.45%)	Current Discount Rate (5.45%)	1% Increase (6.45%)
Net OPEB Liability	\$ 1,668,418	\$ 1,182,387	\$ 792,142

Sensitivity of the Net OPEB Liability (Asset) to Changes in the Health Care Cost Trend Rates

The following presents the net OPEB liability (asset) of the WRCOG if it were calculated using health care cost trend rates that are one percentage point lower or one percentage point higher than the current rate, for measurement period ended June 30, 2020:

	1% Decrease	Current Healthcare Cost Trend Rates	1% Increase
Net OPEB Liability	\$ 775,490	\$ 1,182,387	\$ 1,699,237

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
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**Notes to the Financial Statements
For the Fiscal Year Ended June 30, 2021**

NOTE 8 – OTHER POSTEMPLOYMENT BENEFITS (OPEB), (Continued)

OPEB Plan Fiduciary Net Position

PARS issues a publicly available financial report that may be obtained from the Public Agency Retirement Services, 4350 Von Karman Ave, Newport Beach, CA 92660.

Recognition of Deferred Outflows and Deferred Inflows of Resources

Gains and losses related to changes in total OPEB liability and fiduciary net position are recognized in OPEB expense systematically over time.

Amounts are first recognized in OPEB expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to OPEB and are to be recognized in future OPEB expense.

OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB

For the fiscal year ended June 30, 2021, the WRCOG recognized OPEB expense of \$161,052. As of fiscal year ended June 30, 2021, the WRCOG reported deferred outflows of resources related to OPEB from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Changes of assumptions	\$ 713,452	\$ -
Differences between expected and actual experience	-	1,306,266
Net differences between projected and actual earnings on investments	-	23,403
Contributions to OPEB plan subsequent to the measurement date	<u>47,459</u>	<u>-</u>
Total	<u>\$ 760,911</u>	<u>\$ 1,329,669</u>

The \$47,459 reported as deferred outflows of resources related to contributions subsequent to the June 30, 2020 measurement date will be recognized as a reduction of the net OPEB liability during the fiscal year ending June 30, 2021.

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
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**Notes to the Financial Statements
For the Fiscal Year Ended June 30, 2021**

NOTE 8 – OTHER POSTEMPLOYMENT BENEFITS (OPEB), (Continued)

OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB, Continued

Amounts reported as deferred outflows or inflows of resources related to OPEB will be recognized as expense as follows:

Fiscal Year Ended June 30	Deferred Outflows/(Inflows) of Resources
2022	\$ (79,275)
2023	(79,273)
2024	(50,452)
2025	(53,199)
2026	(59,699)
Thereafter	(294,319)

Other Benefits

WRCOG also provides a deferred compensation plan under Section 457 of the Internal Revenue Code. As a result of changes in tax law, these benefits have been placed in a trust for the exclusive benefit of the employees requesting such deferrals.

NOTE 9 – COMMITMENTS AND CONTINGENCIES

WRCOG has participated in various federal and state assisted grant programs. These programs are subject to financial and compliance audits by the grantor or their representatives, the purpose of which is to ensure compliance with conditions precedent to the granting of funds. Management believes that any liability for reimbursement, which may arise as a result of these audits, is not material.

NOTE 10 – RELATED PARTY TRANSACTIONS

WRCOG purchased services during the current year from the County of Riverside, which is also a member of WRCOG, for parking and mail costs, which amounted to \$3,737 and are included as expenditures in the General Fund.

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
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**Notes to the Financial Statements
For the Fiscal Year Ended June 30, 2021**

NOTE 11 – PROPERTY ASSESSED CLEAN ENERGY PROGRAM

In 2011, WRCOG launched the Property Assessed Clean Energy (PACE) Program, a regional effort that provides financing to residential and commercial property owners to install energy-efficient, renewable energy, and water conservation improvements to homes and businesses in the subregion.

Program participants complete an application, select a contractor, and make the improvements. Repayment occurs through the owner's annual property tax bill, and in most cases, the assessment stays with the property, to be assumed by the next owner upon sale of the property. For property owners, energy and water conservation improvements will yield reduced utility bills. For Western Riverside County, the Program will create energy savings for the fast-growing region, reduce greenhouse gas emissions associated with energy use, and bring and retain jobs for area contractors.

The PACE Program has expanded statewide; over 380 municipalities throughout California have joined the Program. What makes the PACE Program particularly unique is that the financing is provided entirely by private investment funds to implement the Program.

Under the PACE Program, a contractual assessment is entered into by the property owner. The amount of the contractual assessment is equal to the cost to pay for the eligible improvements, the issuance of the bonds that will finance the program, and the costs to administer the program. The assessments are billed and collected on the County property tax bill. Repayments made by the property owners flow through the County to the trustee to fund the debt service. WRCOG does not receive the special assessments. As the sponsor of the PACE program, WRCOG receives a percentage of the amount financed for its participation in the program.

During the year, WRCOG received 1.463% of the amount financed, for each assessment, in the residential program. A program management fee of \$55 per assessment is collected at the initiation of the assessment to pay for recordation. Also collected is a \$90 annual administrative fee, per assessment, used to levy on county tax rolls. For the commercial program, WRCOG received 0.70% of the amount financed, for each assessment, in the program. A program management fee of \$95 per assessment is collected at the initiation of the assessment to pay for recordation. Also collected is a \$390 annual administrative fee, per assessment, used to levy on county tax rolls. For FY 20/21, PACE residential program revenue totaled \$2,386,737, while recording revenue totaled \$147,216 and commercial program revenue totaled \$661,009.

During Fiscal year 20/21, WRCOG's partner in the residential HERO Program, Renovate America, terminated its HERO product and subsequently filed for Chapter 11 Bankruptcy in December 2020, effectively ending the Program. Additionally, at the December 2020 WRCOG Executive Committee meeting, staff was directed to terminate the remaining residential PACE administration agreements with the two other companies that have partnered with WRCOG, Renew Financial and PACE Funding Group. Going forward, all WRCOG PACE Program updates will be focused solely on the commercial, or C-PACE, element of the Program.

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(A Joint Powers Authority)**

**Notes to the Financial Statements
For the Fiscal Year Ended June 30, 2021**

NOTE 12 – FELLOWSHIP PROGRAM

In November 2015, WRCOG launched the Fellowship Program. The Fellowship Program is administered in partnership with the University of California, Riverside and California Baptist University, but also works with other schools in Southern California. The purpose of the program is to encourage students to seek careers in public policy and local government. Based on available funding and member agency's needs, each member agency is provided with a student intern who is employed by WRCOG, to be used to support local government departments.

The Fellowship Program was historically funded by net PACE Program revenues, however in FY 20/21, WRCOG began to request a Member contribution to offset the Programs costs, as its funding source is no longer available. Additionally, as previously disclosed in FY 19/20, the BEYOND Program, which was also funded by net PACE revenues, ceased to operate and an unspent portion of BEYOND was re-assigned to the Fellowship Program. In the fiscal year ending June 30, 2021, Fellowship Program expenses incurred by WRCOG totaled to \$197,804.

NOTE 13 – RISK MANAGEMENT

WRCOG is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors or omissions; and natural disasters which are covered through the purchase of insurance policies.

At June 30, 2021, WRCOG's insurance policies are as follows:

- Errors & Omission/ Employment Practices Liability: WRCOG is insured up to \$5,000,000 per occurrence and \$25,000 deductible per occurrence.
- Office Equipment: WRCOG is insured up to \$1,000,000 per occurrence and \$122,000 personal property and \$1,000 deductible per occurrence.
- Crime Insurance: WRCOG is insured up to \$5,000,000 per occurrence and \$25,000 deductible per occurrence.
- Excess Liability: WRCOG is insured up to \$4,000,000 per occurrence.
- Workers Compensation: WRCOG is insured up to \$1,000,000 per occurrence.
- Employee Dishonest Bond: WRCOG is insured up to \$25,000 bond limit.
- Business Auto Policy: WRCOG is insured up to \$1,000,000 liability limit.
- There were no settlements in excess of the insurance coverage in any of the three prior fiscal years.

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
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**Notes to the Financial Statements
For the Fiscal Year Ended June 30, 2021**

NOTE 14 – WESTERN COMMUNITY ENERGY (WCE)

Western Community Energy ("WCE") was organized on August 23, 2018 pursuant to the Joint Exercise of Powers Agreement by City of Canyon Lake, City of Eastvale, City of Hemet, City of Jurupa Valley, City of Perris, and City of Wildomar ("Member Agencies"). In 2002, AB 117 was signed into law allowing public agencies to aggregate the electrical load of interested consumers within their jurisdictional boundaries and purchase electricity on behalf of those consumers. The WCE was formed with the purpose and intent to collectively study, promote, develop, conduct, operate and manage energy, energy efficiency and conservation, and other energy-related and climate change programs related to a Community Choice Aggregation program ("CCA Program"), and exercise all other powers necessary and incidental to accomplishing this purpose. The Member Agencies have each adopted an ordinance electing to implement through the Authority a community choice aggregation program pursuant to California Public Utilities Code § 366.2.

On May 24, 2021, WCE declared a fiscal emergency, which ultimately led to WCE filing for Chapter 9 bankruptcy protection. Multiple factors led to WCE declaring its fiscal emergency, including increased energy usage due to the COVID lockdown, increased energy costs, increased delinquencies due to COVID and record-high heatwaves in the Fall of 2020. While other CCAs and utilities in California experienced similar events and challenges, they were able to draw on reserves that were built up over years of operation to overcome these challenges. As WCE commenced operation right as these issues started to happen, it did not have the opportunity to build financial reserves and had no cushion to fall back on.

WCE has an Implementation and Management Services Agreement with WRCOG to provide administrative services to the Agency. WRCOG provided WCE with start-up costs to launch the CCA as well as additional amounts to support operations. The amount owed by WCE to WRCOG is approximately \$5 million. As WRCOG is seen as an unsecured creditor in the bankruptcy, not all of what was loaned to WCE is expected to be recovered. While the numbers have not yet been finalized, it is anticipated that between 20 to 30 percent of what is owed to WRCOG is expected to be recovered.

NOTE 15 – COVID-19 CONSIDERATIONS

On March 11, 2020, the World Health Organization declared the novel strain of coronavirus (COVID-19) a global pandemic and recommended containment and mitigation measures worldwide. The COVID-19 outbreak in the United States caused business disruption through mandated and voluntary closings of businesses and shelter in place orders for all but those deemed essential services. While the business disruption was temporary, there is considerable uncertainty around the duration of the pandemic. Therefore, the ultimate financial impact and duration cannot be estimated at this time, and no adjustments have been made to these financial statements as a result of this uncertainty.

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(A Joint Powers Authority)**

**Notes to the Financial Statements
For the Fiscal Year Ended June 30, 2021**

NOTE 16 – PRIOR PERIOD RESTATEMENT

As discussed in Note 1 the City implemented GASB Statement No. 84. Accordingly, beginning fund balances for the General Fund and beginning fiduciary net position for the custodial funds has been restated for changes related to the implementation of GASB Statement No. 84 as follows:

FUND STATEMENTS

Governmental Funds

General Fund

Fund balance - beginning, as previously reported	\$ 11,813,530
Implementation of GASB 84	<u>762,496</u>
Fund balance - beginning, as restated	<u><u>\$ 12,576,026</u></u>

Fiduciary Funds - Custodial Fund

PACE

Net position - beginning, as previously reported	
Implementation of GASB 84	<u>\$ 8,203,482</u>
Net position - beginning, as restated	<u><u>\$ 8,203,482</u></u>

GOVERNMENT WIDE STATEMENTS

Governmental Activities:

Net position - beginning, as previously reported	\$ (4,410,138)
Implementation of GASB 84	<u>762,496</u>
Net position - beginning, as restated	<u><u>\$ (3,647,642)</u></u>

NOTE 17 – SUBSEQUENT EVENTS

On May 24, 2021, WCE declared a fiscal emergency, which ultimately led to WCE filing for Chapter 9 bankruptcy protection. As WCE navigates through its bankruptcy proceedings in FY 21/22, its impact to WRCOG has yet to be fully determined. For additional information, please refer to Note 14 regarding Western Community Energy.

REQUIRED SUPPLEMENTARY INFORMATION

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(A Joint Powers Authority)**

**Schedule of Revenues, Expenditures, and Changes in
Fund Balance - Budget and Actual
General Fund
For the Fiscal Year Ended June 30, 2021**

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget
Revenues:				
Intergovernmental	\$ 736,500	\$ 736,500	\$ 676,500	\$ (60,000)
TUMF mitigation fees	1,287,184	2,379,379	2,435,899	56,520
PACE fees	1,879,020	3,888,054	3,194,962	(693,092)
Other revenues	2,255,985	2,428,435	2,262,134	(166,301)
Investment income	25,000	25,000	27,101	2,101
Total revenues	6,183,689	9,457,368	8,596,596	(860,772)
Expenditures:				
Current:				
General government	4,070,871	8,769,699	3,898,224	4,871,475
Energy	2,482,452	3,550,639	3,110,304	440,335
Environmental	564,367	564,367	501,333	63,034
Total Expenditures	7,117,690	12,884,705	7,509,861	5,374,844
Net change in fund balance	<u>\$ (934,001)</u>	<u>\$ (3,427,337)</u>	1,086,735	<u>\$ 4,514,072</u>
Fund balance:				
Balance, beginning of year			12,576,026	
Balance, end of year			<u>\$ 13,662,761</u>	

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(A Joint Powers Authority)**

**Schedule of the WRCOG's Proportionate Share
of the Net Pension Liability and Related Ratios as of the Measurement Date
Last Ten Years*
As of the Year Ended June 30, 2021**

Measurement Date	Employer's Proportion of the Collective Net Pension Liability ¹	Employer's Proportionate Share of the Collective Net Pension Liability	Covered Payroll	Proportionate Share of the Collective Net Pension Liability as a Percentage of the Employer's Covered Payroll	Pension's Plans Fiduciary Net Position as a Percentage of the Total Pension Liability
6/30/2014	0.0229%	\$ 1,421,911	\$ 1,422,424	99.96%	79.82%
6/30/2015	0.0263%	1,808,565	1,616,828	111.86%	78.40%
6/30/2016	0.0265%	2,297,048	1,760,643	130.47%	78.40%
6/30/2017	0.0271%	2,689,185	2,062,647	130.38%	74.33%
6/30/2018	0.0272%	2,621,376	2,413,255	108.62%	75.93%
6/30/2019	0.0280%	2,873,074	2,530,409	113.54%	75.21%
6/30/2020	0.0288%	3,129,775	2,504,167	124.98%	62.87%

¹ Proportion of the collective net pension liability represents the plan's proportion of PERF C, which includes both the Miscellaneous and Safety Risk pools excluding the 1959 Survivors Risk Pool.

* Measurement date 6/30/2014 (fiscal year 2015) was the first year of implementation. Additional years will be presented as information becomes available.

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(A Joint Powers Authority)**

**Schedule of Plan Contributions
Last Ten Years*
As of the Year Ended June 30, 2021**

<u>Fiscal Year</u>	<u>Actuarially Determined Contributions</u>	<u>Contributions in Relation to the Actuarially Determined Contributions</u>	<u>Contribution Deficiency (Excess)</u>	<u>Covered Payroll</u>	<u>Contributions as a Percentage of Covered Payroll</u>
2014-15	\$ 294,471	\$ (294,471)	\$ -	\$ 1,616,828	18.21%
2015-16	305,212	(305,212)	-	1,760,643	17.34%
2016-17	323,200	(323,200)	-	2,062,647	15.67%
2017-18	345,428	(345,428)	-	2,413,255	14.31%
2018-19	236,092	(236,092)	-	2,530,409	9.33%
2019-20	466,492	(466,492)	-	2,504,167	18.63%
2020-21	523,824	(523,824)	-	2,610,410	20.07%

Notes to Schedule:

Change in Benefit Terms: None

Changes in Assumptions: For 2020, the Plan adopted a new amortization policy effective with the 2019 actuarial valuation. The new amortization policy shortens the period over which actuarial gains and losses are amortized from 30 years to 20 years with the payments computed as a level dollar amount. In addition, the new policy does not utilize a five-year ramp-up and ramp-down on UAL bases attributable to assumption changes and non-investment gains/losses. The new policy also does not utilize a five-year ramp-down on investment gains/losses. These changes apply only to new UAL bases established on or after June 30, 2019. There were no changes in assumptions in 2019. In 2018, demographic assumptions and inflation rate were changed in accordance to the CalPERS Experience Study and Review of Actuarial Assumptions December 2017. There were no changes in the discount rate in 2019. In 2017, the accounting discount rate was reduced from 7.65 percent to 7.15 percent. In 2016, there were no changes in the discount rate. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5 percent (net of administrative expense) to 7.65 percent (without a reduction for pension plan administrative expense). In 2014, amounts reported were based on the 7.5 percent discount rate.

* Measurement date 6/30/2014 (fiscal year 2015) was the first year of implementation. Additional years will be presented as information becomes available.

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(A Joint Powers Authority)**

**Schedule of Changes in Net OPEB Liability and Related Ratios
For the Year Ended June 30, 2021**

Measurement Period	June 30, 2017	June 30, 2018	June 30, 2019	June 30, 2020
Total OPEB Liability				
Service cost	\$ 108,879	\$ 171,367	\$ 150,146	\$ 180,222
Interest	159,498	160,645	173,314	165,457
Differences between expected and actual experience	(156,922)	-	(836,051)	-
Changes of assumptions	-	-	763,070	105,642
Benefit payments	(113,278)	(84,617)	(131,557)	(170,086)
Net change in total OPEB liability	(1,823)	247,395	118,922	281,235
Total OPEB liability - beginning	2,443,082	2,441,259	2,688,654*	2,807,576
Total OPEB liability - ending (a)	2,441,259	2,688,654	2,807,576	3,088,811
Plan Fiduciary Net Position				
Contributions – employer	-	120,000	106,392	140,657
Net investment income	104,450	(5,368)	97,620	72,852
Benefit payments	(105,916)	(84,617)	(131,557)	(170,086)
Administrative expense	(7,361)	(6,574)	(7,570)	-
Net change in plan fiduciary net position	(8,827)	23,441	64,885	43,423
Plan fiduciary net position - beginning	1,783,502	1,774,675	1,798,116	1,863,001
Plan fiduciary net position - ending (b)	1,774,675	1,798,116	1,863,001	1,906,424
Net OPEB liability - ending (a) - (b)	\$ 666,584	\$ 890,538	\$ 944,575	\$ 1,182,387
Plan fiduciary net position as a percentage of the total OPEB liability	72.70%	66.88%	66.36%	61.72%
Covered payroll	\$ 2,211,299	\$ 2,617,222	\$ 2,817,402	\$ 2,664,693
Net OPEB liability as a percentage of covered payroll	30.14%	34.03%	33.53%	44.37%

Notes to Schedule:

Changes in assumptions:

Discount rate: Decreased from 5.70% to 5.45%.

Mortality improvement: Scale updated to 2020 MacLeod Watts Scale.

Demographic Assumptions: Mortality rates updated to 2017 CalPERS experience study

Historical information is required only for measurement periods for which GASB 75 is applicable. Future years' information will be displayed up to 10 years as information becomes available.

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
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**Schedule of OPEB Plan Contributions – Last Ten Years*
For the Year Ended June 30, 2021**

Fiscal Year	Actuarially Determined Contribution (ADC)	Contributions in relation to the ADC	Contribution deficiency (excess)	Covered payroll	Contributions as a percentage of covered payroll
June 30, 2018	\$ 185,075	\$ 185,075	\$ -	\$ 2,617,222	7.07%
June 30, 2019	202,857	202,857	-	2,817,402	7.20%
June 30, 2020	256,928	140,657	116,271	2,664,693	5.28%
June 30, 2021	274,960	47,459	227,501	2,794,918	1.70%

Notes to Schedule:

Valuation Date: Actuarially determined contribution rates are calculated as of June 30, one year prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine the actuarially determined contribution:	
Valuation Date	June 30, 2019
Actuarial Cost Method	Entry age normal cost, level percent of pay.
Amortization Methodology	Level \$, closed 30 year period
Asset Valuation Method	Market value
Discount Rate	5.45%
General Inflation	2.50%
Salary Increases	3.00%
Medical Trend	5.4% in 2021 fluctuating down to 4.0% by 2076.
Mortality	MacLeod Watts Scale 2020
Retirement Age	From 50 to 75

*Fiscal year 2017-18 was the first year of implementation. Additional years to be presented as information becomes available.

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(A Joint Powers Authority)**

**Notes to the Required Supplementary Information
For the Year Ended June 30, 2021**

NOTE 1 – BUDGETS AND BUDGETARY ACCOUNTING

By state law, WRCOG's Governing Board must approve a tentative budget no later than July 1 and adopt a final budget no later than September 15. A public hearing must be conducted to receive comments prior to adoption. WRCOG's Governing Board satisfied these requirements. A budget is adopted for all expenditures by financial responsibility for the General Fund. All budgets are adopted on a basis consistent with generally accepted accounting principles.

WRCOG is entitled to an administration fee of up to 4% annually of TUMF revenues collected, with a maximum of 1% that can be used to offset salaries and benefits related to TUMF administration. In 2021, the total administration fee collected was 4%. Riverside Conservation Agency (RCA) also receives a percentage of the TUMF revenues collected of 1.47%, which is included as an expense in the TUMF Fund.

The fees allocated among the zones, Riverside County Transportation Commission (RCTC), and Riverside Transit Authority (RTA) are 45.7%, 45.7% and 3.13%, respectively. These allocations are remitted monthly to RCTC and quarterly to RTA; however the zones must submit project plans for approval to WRCOG before funds can be released. RCA must submit potential sites designated for conservation for approval before funds are released.

The TUMF Fund does not have an adopted budget that is approved by the WRCOG General Assembly, therefore, the TUMF Fund does not present a budget to actual comparison.

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Statistical Section

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**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(A Joint Powers Authority)**

**Statistical Section Overview
For the Fiscal Year Ended June 30, 2021**

This section of the Western Riverside Council of Government's Annual Comprehensive Financial Report presents additional detail, historical perspective, and context to assist annual financial report users in understanding the financial statements, note disclosures, required supplementary information, and assessing WRCOG's financial condition.

Financial Trends: These schedules contain trend information to assist readers in understanding and assessing how WRCOG's financial position has changed over time.

*Net Position by Component
Changes in Net Position
Fund Balance of Governmental Funds
Changes in Fund Balances of Governmental Funds*

Revenue Capacity: These schedules contain information to help the reader assess WRCOG's most significant local revenue source, Member Dues and Mitigation Fees.

Revenue by Fund

Demographic and Economic Information: These schedules offer demographic and economic indicators to help the reader understand the environment within the government's financial activities take place. These schedules include:

*Demographic and Economic Statistics for Riverside County
Principal Employers of Riverside County*

Operating Information: These schedules contain service and infrastructure data to help the reader understand how the information in the government's financial report relates to the services the government provides and the activities it performs. These schedules include:

*Full-time Equivalent Employees by Function/Program
Economic Indicators by Function/Program*

Sources: WRCOG Finance Department

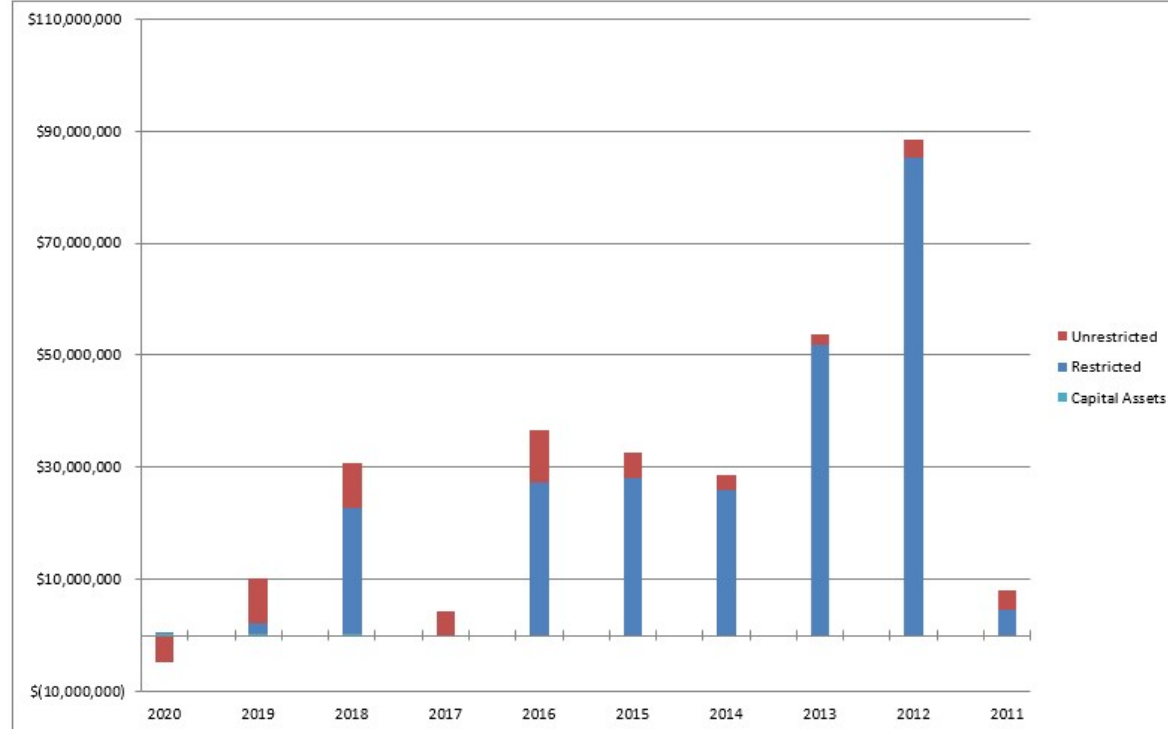
California State Department of Finance
U.S. Department of Commerce Bureau of Economic Analysis
Riverside County Economic Development Agency
State of California Economic Development Department
FRED Economic Data Economic Research Federal Reserve Bank of St. Louis

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(A Joint Powers Authority)**

**Net Position by Component
Last Ten Fiscal Years
(Accrual Basis)**

	Fiscal Year									
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Governmental activities:										
Net investment in										
Capital Assets	\$ 218,171	\$ 293,345	\$ 362,054	\$ 413,343	\$ 93,875	\$ 100,296	\$ 54,038	\$ 30,021	\$ 20,735	\$ 32,918
Restricted	5,164,059	111,838	1,907,303	22,211,582	11,702	27,079,334	28,033,173	25,869,263	51,733,864	85,054,212
Unrestricted	8,965,785	(4,815,321)	6,771,505	8,130,795	4,232,803	9,385,943	4,556,290	2,632,813	1,880,401	3,361,861
Total governmental activities net position/(deficit)	\$ 14,348,015	\$ (4,410,138)	\$ 9,040,862	\$ 30,755,720	\$ 4,338,380	\$ 36,565,573	\$ 32,643,501	\$ 28,532,097	\$ 53,635,000	\$ 88,448,991

Source: Finance Department



**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(A Joint Powers Authority)**

**Changes in Net Position
Last Ten Fiscal Years
(Accrual Basis)**

	Fiscal Year Ended June 30,									
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Expenses										
Governmental activities:										
General government	\$ 4,150,530	\$ 3,674,580	\$ 6,966,676	\$ 5,416,418	\$ 4,028,482	\$ 2,520,688	\$ 2,031,313	\$ 2,245,634	\$ 2,401,116	\$ 3,392,955
Transportation	42,583,401	63,456,285	85,033,676	34,971,790	74,542,061	41,631,788	33,114,224	54,779,449	50,187,717	21,194,918
Energy	3,110,304	2,349,851	2,779,274	6,333,946	5,622,980	5,629,560	4,926,278	2,445,533	1,608,694	476,844
Environmental	707,125	704,465	533,897	570,687	513,137	423,667	531,945	647,781	576,600	520,748
Total primary government expenses	<u>50,551,360</u>	<u>70,185,181</u>	<u>95,313,523</u>	<u>47,292,841</u>	<u>84,706,660</u>	<u>50,205,703</u>	<u>40,603,760</u>	<u>60,118,397</u>	<u>54,774,127</u>	<u>25,585,465</u>
Program Revenues										
Governmental activities:										
General government	447,393	341,563	569,301	567,640	512,876	513,188	349,268	420,810	528,756	63,102
Transportation	63,706,655	50,389,714	66,842,236	67,483,341	42,731,611	43,508,888	37,430,113	24,905,073	25,966,400	14,122,996
Energy	3,962,842	2,966,193	3,364,946	6,003,534	9,316,452	9,779,134	7,473,816	3,198,814	1,482,940	190,142
Environmental	673,823	758,394	542,592	515,141	528,775	464,885	620,836	618,415	619,388	712,040
Total primary government program revenues	<u>68,790,713</u>	<u>54,455,864</u>	<u>71,319,075</u>	<u>74,569,656</u>	<u>53,089,714</u>	<u>54,266,095</u>	<u>45,874,033</u>	<u>29,143,112</u>	<u>28,597,484</u>	<u>15,088,280</u>
Net (Expense)/Revenue										
Total primary government net expense	<u>18,239,353</u>	<u>(15,729,317)</u>	<u>(23,994,448)</u>	<u>27,276,815</u>	<u>(31,616,946)</u>	<u>4,060,392</u>	<u>5,270,273</u>	<u>(30,975,285)</u>	<u>(26,176,643)</u>	<u>(10,497,185)</u>
General Revenues and Other Changes in Net Position										
Governmental activities:										
Other revenues	-	-	-	-	-	36,112	241,763	259,349	308,294	852,752
Investment income	(243,696)	2,356,692	2,262,464	273,559	(12,645)	509,228	552,021	706,876	(285,642)	806,546
Loss on sale of capital assets	-	(78,375)	-	-	-	-	-	-	-	-
Total primary government	<u>(243,696)</u>	<u>2,278,317</u>	<u>2,262,464</u>	<u>273,559</u>	<u>(12,645)</u>	<u>545,340</u>	<u>793,784</u>	<u>966,225</u>	<u>22,652</u>	<u>1,659,298</u>
Changes in Net Position										
Total primary government	<u>\$ 17,995,657</u>	<u>\$ (13,451,000)</u>	<u>\$ (21,731,984)</u>	<u>\$ 27,550,374</u>	<u>\$ (31,629,591)</u>	<u>\$ 4,605,732</u>	<u>\$ 6,064,057</u>	<u>\$ (30,009,060)</u>	<u>\$ (26,153,991)</u>	<u>\$ (8,837,887)</u>

Source: Finance Department

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(A Joint Powers Authority)**

**Fund Balance of Governmental Funds
Last Ten Fiscal Years
(Modified Accrual Basis)**

	Fiscal Year									
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
<u>GENERAL FUND</u>										
General fund:										
Nonspendable										
Prepaid Expenses	\$ 61,060	\$ 209,708	\$ 96,486	\$ 43,859	\$ 167,212	\$ 90,762	\$ 82,987	\$ 70,111	\$ 67,357	\$ 36,386
Restricted										
Section 115 Pension Trust	366,611	-	-	-	-	-	-	-	-	-
LTF	-	-	-	-	-	-	-	581,358	578,909	591,273
Assigned	-	-	-	-	11,702.00	-	-	-	-	-
BEYOND Program	-	702,559	702,559	2,533,866	3,305,419	1,556,763.00	-	-	-	-
Fellowship Program	219,839	609,412	304,733	514,732	121,272	400,000.00	-	-	-	-
Unassigned	13,015,251	10,291,851	9,613,033	8,233,431	8,988,826	7,888,825	5,415,947	1,275,895	456,939	392,965
Total general fund	<u>\$ 13,662,761</u>	<u>\$ 11,813,530</u>	<u>\$ 10,716,811</u>	<u>\$ 11,325,888</u>	<u>\$ 12,594,431</u>	<u>\$ 9,936,350</u>	<u>\$ 5,498,934</u>	<u>\$ 1,927,364</u>	<u>\$ 1,103,205</u>	<u>\$ 1,020,624</u>
<u>ALL OTHER GOVERNMENTAL FUNDS</u>										
All other governmental funds:										
Restricted										
Transportation	17,187,489	2,483,852	15,073,913	38,098,604	9,373,801	51,540,293	53,379,614	49,094,887	65,104,205	95,670,753
AB 2766	45,325	-	-	-	-	-	-	-	-	-
Foundation	11,721	111,838	72,145	11,733.00	-	11,690	11,695	11,604	20,550	11,370
Total all other governmental funds	<u>\$ 17,244,535</u>	<u>\$ 2,595,690</u>	<u>\$ 15,146,058</u>	<u>\$ 38,110,337</u>	<u>\$ 9,373,801</u>	<u>\$ 51,551,983</u>	<u>\$ 53,391,309</u>	<u>\$ 49,106,491</u>	<u>\$ 65,124,755</u>	<u>\$ 95,682,123</u>

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(A Joint Powers Authority)**

**Changes in Fund Balances of Governmental Funds
Last Ten Fiscal Years
(Modified Accrual Basis)**

	Fiscal Year									
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Revenues										
Intergovernmental	\$ 827,500	\$ 1,068,020	\$ 967,270	\$ 931,500	\$ 1,145,570	\$ 1,058,265	\$ 1,461,999	\$ 1,350,596	\$ 1,830,454	\$ 1,216,550
TUMF Mitigation fees	60,897,468	48,850,599	63,686,091	51,305,031	42,239,340	42,615,158	36,507,739	24,306,973	25,361,053	13,871,730
Pace fees	3,340,417	2,512,229	2,752,932	5,684,817	9,028,003	9,562,139	7,159,144	2,197,585	-	-
Other revenues	3,725,328	2,085,571	3,852,228	16,648,307	894,488	848,957	986,914	1,547,307	1,714,271	852,752
Investment income (loss)	(243,696)	2,356,691	2,262,464	273,560	(12,645)	509,229	552,021	420,526	(285,642)	806,546
Total revenues	68,547,017	56,873,110	73,520,985	74,843,215	53,294,756	54,593,748	46,667,817	29,822,987	28,620,136	16,747,578
Expenditures										
Current:										
General Government	3,903,224	3,531,873	6,039,994	4,493,570	3,965,880	2,681,489	2,070,885	2,191,112	2,321,713	3,969,631
Programs:										
Transportation	45,090,784	61,740,570	87,741,176	35,974,673	82,703,352	44,125,019	30,998,608	44,901,088	52,612,593	23,624,407
Energy	3,110,304	2,349,851	2,779,274	6,336,292	5,632,488	5,647,563	4,929,398	2,431,687	1,589,887	675,950
Environmental	707,125	704,465	533,897	570,687	513,137	435,670	534,027	638,549	564,061	653,485
Debt service	-	-	-	-	-	-	-	-	1,500,000	-
Total expenditures	52,811,437	68,326,759	97,094,341	47,375,222	92,814,857	52,889,741	38,532,918	50,162,436	58,588,254	28,923,473
Excess (deficiency) of revenues over (under) expenditures	<u>15,735,580</u>	<u>(11,453,649)</u>	<u>(23,573,356)</u>	<u>27,467,993</u>	<u>(39,520,101)</u>	<u>1,704,007</u>	<u>8,134,899</u>	<u>(20,339,449)</u>	<u>(29,968,118)</u>	<u>(12,175,895)</u>
Other financing sources (uses):										
Loan proceeds	-	-	-	-	-	-	-	-	1,500,000	-
Total other financing sources (uses)	-	-	-	-	-	-	-	-	1,500,000	-
Net change in fund balances	<u>\$ 15,735,580</u>	<u>\$ (11,453,649)</u>	<u>\$ (23,573,356)</u>	<u>\$ 27,467,993</u>	<u>\$ (39,520,101)</u>	<u>\$ 1,704,007</u>	<u>\$ 8,134,899</u>	<u>\$ (20,339,449)</u>	<u>\$ (28,468,118)</u>	<u>\$ (12,175,895)</u>
Debt service as a percentage of noncapital expenditures	<u>0.0%</u>									

Source: Finance Department

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (A Joint Powers Authority)

Revenue by Fund Last Ten Fiscal Years (Accrual Basis)

	Fiscal Year Ended June 30									
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
GENERAL FUND:										
Member dues:										
Banning	3,941	3,941	3,941	3,941	3,941	3,941	3,957	3,957	3,957	3,957
Beaumont	5,000	5,000	5,000	5,000	-	-	5,255	5,255	5,255	5,255
Calimesa	1,049	1,049	1,049	1,049	1,049	1,049	1,102	1,102	1,102	1,102
Canyon Lake	1,406	1,406	1,406	1,406	1,406	1,406	2,256	2,256	2,256	2,256
Corona	20,290	20,290	20,290	20,290	20,290	20,290	25,886	25,886	25,886	25,886
Eastvale	7,171	7,171	7,171	7,171	7,171	7,171	-	-	-	-
Hemet	7,425	9,797	9,797	9,797	9,797	9,797	10,386	10,386	10,386	10,386
Jurupa Valley	12,710	12,710	12,710	12,710	12,710	12,710	-	-	-	-
Lake Elsinore	6,933	6,933	6,933	6,933	6,933	6,933	7,904	7,904	7,904	7,904
Menifee	10,491	10,491	10,491	10,491	10,491	10,491	10,147	10,147	10,147	10,147
Moreno Valley	25,780	25,780	25,780	25,780	25,780	25,780	25,413	25,413	25,413	25,413
Murrieta	13,794	13,794	13,794	13,794	13,794	13,794	17,954	17,954	17,954	17,954
Norco	3,573	3,573	3,573	3,573	3,573	3,573	4,482	4,482	4,482	4,482
Perris	9,215	9,215	9,215	9,215	9,215	9,215	8,173	8,173	8,173	8,173
Riverside	40,512	40,512	40,512	40,512	40,512	40,512	42,894	42,894	42,894	42,894
San Jacinto	5,889	5,889	5,889	5,889	5,889	5,889	5,504	5,504	5,504	5,504
Temecula	13,424	13,424	13,424	13,424	13,424	13,424	18,714	18,714	18,714	18,714
Wildomar	4,298	4,298	4,298	4,298	4,298	4,298	4,863	4,863	4,863	4,863
County of Riverside	48,137	48,137	48,137	48,137	48,137	48,137	43,520	43,520	43,520	43,520
County of Riverside - Office of Superintendent	17,000	17,000	17,000	17,000	17,000	17,000	17,000	17,000	17,000	17,000
Eastern Municipal Water District	17,000	17,000	17,000	17,000	17,000	17,000	17,000	17,000	17,000	17,000
Western Municipal Water District	17,000	17,000	17,000	17,000	17,000	17,000	17,000	17,000	17,000	17,000
Morongo Band of Mission Indians	-	-	17,000	17,000	17,000	9,500	10,000	10,000	-	-
Total Member dues	292,038	294,410	311,410	311,410	306,410	298,910	299,410	299,410	289,410	289,410
ALL OTHER GOVERNMENTAL FUNDS										
Transportation Uniform Mitigation Fee (TUMF):										
Banning	90,905	16,719	12,165	16,040	40,930	6,326	54,738	4,116	-	89,603
Beaumont	1,044,450	661,889	1,133,974	514,351	-	-	-	-	-	-
Calimesa	84,328	357,530	188,577	4,055	103,835	10,359	133,217	65,387	1,310	1,144
Canyon Lake	35,410	41,949	44,605	38,832	18,525	20,583	27,055	22,642	4,117	1,028
Corona	766,323	500,855	2,599,705	140,921	1,153,262	2,743,488	1,989,728	114,644	104,773	1,272,328
Eastvale	988,078	819,704	660,354	1,735,201	1,249,621	1,705,338	1,241,685	1,438,152	1,478,348	665,522
Hemet	938,306	200,532	247,002	217,626	52,392	351,010	545,597	736,612	531,470	194,078
Jurupa Valley	629,122	1,707,104	1,919,323	995,072	2,400,109	2,302,649	1,738,387	242,216	112,044	32,901
Lake Elsinore	1,564,641	1,588,824	912,194	56,629	800,725	969,533	898,098	868,004	646,241	259,098
March JPA	222,156	1,503,832	1,196,382	1,668,406	765,627	222,482	239,874	-	227,695	-
Menifee	6,129,067	2,369,260	2,589,565	1,944,365	1,374,603	1,203,549	909,230	1,665,304	821,673	628,138
Moreno Valley	2,962,390	1,861,624	4,400,523	300,521	883,562	1,356,327	2,343,895	1,138,394	693,588	29,612
Murrieta	1,121,883	667,417	1,115,593	2,585,547	884,391	1,452,155	1,496,315	70,944	81,192	64,386
Norco	4,483	136,181	523,643	1,867,071	304,411	100,355	101,444	11,288	8,232	-
Perris	1,198,867	726,994	789,812	918,236	1,235,325	1,167,113	1,069,887	1,498,823	320,608	124,896
Riverside	823,662	1,928,733	3,018,415	1,484,544	3,113,205	1,852,839	1,461,429	594,363	1,365,025	955,549
San Jacinto	1,024,429	784,469	984,137	3,212,024	843,818	698,893	259,021	200,630	70,674	90,480
Temecula	445,363	676,132	646,123	1,448,549	810,938	809,664	679,386	227,028	1,772,534	944,090
Wildomar	170,292	316,900	134,061	87,114	826,659	384,865	83,178	219,722	1,032,017	16,451
County - Northwest	3,573,018	3,237,826	998,669	272,790	569,203	414,258	216,343	183,616	189,161	248,635
County - Southwest	2,576,214	1,421,458	730,000	1,643,915	863,473	636,493	1,529,926	1,288,379	1,622,276	598,885
County - Central	96,255	189,085	1,403,293	1,125,077	911,716	1,040,489	593,671	46,173	434,159	37,570
County - Pass	52,888	37,617	64,879	815,242	12,349	20,581	16,502	4,116	431,198	2,181
County - Hemet/San Jacinto	1,287,613	946,277	2,254,436	538,809	376,151	299,821	91,090	82,324	30,103	15,701
Regional Transit Authority	1,906,091	1,554,652	1,956,588	1,203,022	692,725	698,889	314,621	367,630	423,339	194,423
Riverside County Transportation Commission	27,830,143	22,698,912	28,567,429	23,630,936	19,594,830	19,769,172	17,480,991	10,899,357	11,978,440	5,494,327
WRCOG	2,435,899	1,986,776	2,500,431	2,056,290	1,689,574	1,704,607	2,076,008	974,049	1,027,871	505,866
MSHCP	895,192	730,140	918,909	783,850	667,382	673,319	602,662	369,011	407,929	191,743
Total TUMF	60,897,468	49,669,391	62,510,787	51,305,034	42,239,341	42,615,157	38,193,978	23,332,924	25,816,017	12,658,635

Source: Finance Department

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(A Joint Powers Authority)**

**Demographic and Economic Statistics for Riverside County
Last Ten Calendar Years**

<u>Calendar Year</u>	<u>Population</u>	<u>Personal Income</u> <u>(thousands)</u>	<u>Per Capita Personal</u> <u>Income</u>	<u>Unemployment Rate</u>
2021	2,454,453	\$ 114,090,413	\$ 45,834	6.30%
2020	2,442,304	104,794,676	42,418	14.90%
2019	2,440,124	95,140,992	39,261	4.60%
2018	2,415,955	87,827,068	36,782	4.70%
2017	2,390,702	88,000,000	35,883	5.80%
2016	2,317,924	89,500,000	31,762	6.90%
2015	2,329,271	83,500,000	31,344	8.40%
2014	2,292,507	76,289,477	30,815	9.80%
2013	2,227,577	70,376,019	29,986	11.50%
2012	2,239,620	67,024,780	29,927	13.20%

Sources: California State Department of Finance as of January 1
 FRED Economic Data Economic Research Federal Reserve Bank of St. Louis
 U.S. Department of Commerce Bureau of Economic Analysis
 State of California Employment Development Department as of June
 Riverside County Economic Development Agency

Represents most recent data available

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(A Joint Powers Authority)**

**Principle Employers of Riverside County
Calendar Years 2020 and Nine Calendar Years Ago**

Industry Type	2020	% of Total Employment	2011	% of Total Employment
Agricultural service	12,000	1.7%	12,400	2.2%
Mining and logging	400	0.1%	400	0.1%
Construction	66,600	9.2%	34,100	6.1%
Manufacturing	42,400	5.9%	38,600	6.9%
Transportation, warehousing, and public utilities	61,500	8.5%	20,200	3.6%
Wholesale trade	24,300	3.4%	19,700	3.5%
Retail trade	86,800	12.0%	81,600	14.5%
Information	5,300	0.7%	7,700	1.4%
Finance and insurance	11,200	1.5%	11,000	2.0%
Real estate and rental and leasing	9,600	1.3%	7,600	1.4%
Professional & business services	70,500	9.7%	52,300	9.3%
Education & health services	112,300	15.5%	74,300	13.2%
Leisure and hospitality	76,300	10.6%	68,900	12.3%
Other services	19,600	2.7%	18,800	3.3%
Federal government, civilian	7,600	1.1%	7,000	1.2%
State government	17,600	2.4%	16,100	2.9%
Local government	99,200	13.7%	91,100	16.2%
Total	723,200	100.0%	561,800	100.0%

Source: State of California Economic Development Department

Represents most recent data available

Data not available solely for Western Riverside County

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(A Joint Powers Authority)**

**Full-time Equivalent Employees by Function/Program
Last Ten Fiscal Years**

Function/Program	As of June 30									
	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>
Management services and administration	9	7	7	7	9	7.8	7.2	5.5	5.9	6.0
Transportation & Planning	6	6	7	4	3.5	5.5	4.9	4.9	5.8	5.0
Energy	11	11	7	14	15.3	8.3	7.2	4.6	3.1	2.2
Environmental	2	2	3	4.5	2.3	1.3	3.4	3.0	3.0	2.0
RCHCA	4	5	-	-	-	-	-	-	-	-
Total full time equivalents	32.0	31.0	24.0	29.5	30.1	22.8	22.7	18.0	17.8	15.2

Source: Finance Department

For FY 19/20 the amount reflected includes both WRCOG and RCHCA employees, since WRCOG provides administrative services to RCHCA per the service agreement.

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
(A Joint Powers Authority)**

**Economic Indicators by Function/Program
Last Ten Fiscal Years**

	As of June 30									
	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>
Property Assessed Clean Energy Programs										
Energy Efficiency Projects Completed	88	7,437	1,895	9,061	24,538	31,670	22,710	9,728	7,210	1,574
Solar Projects Completed	50	2,049	782	3,934	9,633	10,628	12,102	5,459	3,170	763
Water Efficiency Projects Completed	10	471	140	697	2,148	2,880	1,798	403	36	5
Energy Savings Programs										
Energy Savings (kWh)	n/a	n/a	14,443,467	2,534,586	152,304	n/a	n/a	n/a	1,380,809	644,889
Gas Savings (Therms)	4,000	n/a	52,547	n/a	9,862	n/a	n/a	n/a	n/a	n/a
Environmental Programs										
Gallons of Gasoline Equivalent Reduced	n/a	n/a	n/a	9,630,272	9,747,951	9,730,702	8,963,115	10,376,763	8,399,294	6,916,638
Tons Greenhouse Gas Emissions Reduced	n/a	n/a	n/a	15,703	15,610	15,255	12,829	25,146	21,818	16,836
Used Oil Gallons Recycled	n/a	n/a	n/a	207,996	230,000	328,686	157,556	213,140	148,959	142,190
Used Oil Filters Recycled	n/a	n/a	n/a	17,378	1,428	1,418	194	250	28,000	18,000
Solid Waste - Disposal Amount (tons):	n/a	n/a	n/a	723,493	708,996	637,811	617,666	584,569	533,829	511,654
Transportation Programs										
Single Family Home Permits Issued	4,604	3,150	3,659	3,580	3,179	2,916	2,360	1,821	2,453	1,314
Multi-family Home Permits Issued	958	1,044	1,990	557	450	1,032	1,199	281	1,375	972
New Retail Construction (square foot)	220,143	618,445	428,260	622,387	479,982	366,654	265,173	396,902	292,879	324,869
New Commercial Construction (square foot)	426,595	461,103	482,308	613,916	512,886	691,077	269,918	85,772	328,923	340,597
New Industrial Construction (square foot)	3,156,026	4,254,754	7,540,010	6,083,631	4,089,710	2,906,471	3,045,491	1,242,931	3,860,571	329,484

Source: Finance Department

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Annual Comprehensive Financial Report

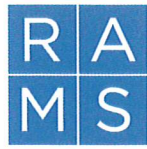
For Fiscal Year Ended June 30, 2021

Submitted by:
Fiscal Department
Western Riverside Council of Governments

WESTERN RIVERSIDE COUNTY | CALIFORNIA

Attachment

Internal Control Report



ROGERS, ANDERSON, MALODY & SCOTT, LLP
CERTIFIED PUBLIC ACCOUNTANTS, SINCE 1948

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REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

PARTNERS

Brenda L. Odle, CPA, MST
Terry P. Shea, CPA
Scott W. Manno, CPA, CGMA
Leena Shanbhag, CPA, MST, CGMA
Bradford A. Welebir, CPA, MBA, CGMA
Jenny W. Liu, CPA, MST

MANAGERS / STAFF

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Evelyn Morentin-Barcena, CPA
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Laura Arvizu, CPA
Xinlu Zoe Zhang, CPA, MSA
John Maldonado, CPA, MSA
Thao Le, CPA, MBA
Julia Rodriguez Fuentes, CPA, MSA

Independent Auditor's Report

To the Executive Committee
Western Riverside Council of Governments
Riverside, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Western Riverside Council of Governments (WRCOG) as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise WRCOG's basic financial statements, and have issued our report thereon dated January 18, 2022.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered WRCOG's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of WRCOG's internal control. Accordingly, we do not express an opinion on the effectiveness of WRCOG's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

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California Society of
Certified Public Accountants



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Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether WRCOG's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, and noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

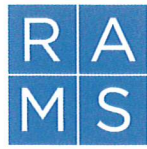
The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of WRCOG's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering WRCOG's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Rogers, Anderson, Malody & Scott, LLP.

San Bernardino, California
January 18, 2022

Attachment

SAS114 Letter



ROGERS, ANDERSON, MALODY & SCOTT, LLP
CERTIFIED PUBLIC ACCOUNTANTS, SINCE 1948

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San Bernardino, CA 92408
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To the Executive Committee
Western Riverside Council of Governments

PARTNERS

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Audit Quality Center*

California Society of
Certified Public Accountants

We have audited the financial statements of Western Riverside Council of Governments (WRCOG) as of and for the year ended June 30, 2021, and have issued our report thereon dated January 18, 2022. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated June 22, 2021, our responsibility, as described by professional standards, is to form and express opinions about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the WRCOG's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of WRCOG's solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.



Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, our firm, and our network firms have complied with all relevant ethical requirements regarding independence.

Significant Risks Identified

We have identified the possibility of the following significant risks during our audit:

Management's override of internal controls over financial reporting.

Management's failure to recognize revenue in accordance with generally accepted accounting principles.

Although identified as significant risks, we noted no matters which caused us to modify our procedures or any matters which are required to be communicated to those charged with governance due to these identified risks.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by WRCOG is included in Note 1 to the financial statements.. As described in Note 1 of the financial statements, during the year, the District adopted the provisions of Governmental Accounting Standards Board Statement No. 84, *Fiduciary Activities*. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are:

Management's estimate of the fair value of investments is based on observable market inputs and information from WRCOG's safekeeping custodian banks. We evaluated the key factors and assumptions used to develop the fair value of investments and determined that it is reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Management's estimate of the net pension liability/net OPEB liability and related deferred inflows and deferred outflows is based on actuarial reports provided by independent actuaries. We evaluated the key factors and assumptions used to develop the estimate in determining that it is reasonable in relation to the financial statements taken as a whole.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting WRCOG's financial statements relate to:

The disclosure of fair value of investments in Note 2 to the financial statements represents amounts susceptible to market fluctuations.

The disclosure of net pension liability and related deferred inflows and deferred outflows in Note 7 to the financial statements is based on actuarial assumptions. Actual future liabilities may vary from disclosed estimates.

The disclosure of the net OPEB liability and related deferred inflows and deferred outflows in Note 8 to the financial statements is based on actuarial assumptions. Actual future liabilities/assets may vary from disclosed estimates.

The disclosure related to the effects of COVID-19 in Note 15.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. Management has corrected all identified misstatements.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. None of the misstatements identified by us as a result of our audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole or applicable opinion units.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to WRCOG's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management

We have requested certain written representations from management, which are included in the attached letter dated January 18, 2022.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with WRCOG, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as Western Riverside Council of Government's auditors.

We applied certain limited procedures to management's discussion and analysis, the schedule of proportionate share of net pension liability, the schedule of plan contributions, the schedule of changes in the net OPEB liability, schedule of OPEB plan contributions and the General Fund budgetary comparison schedules, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI. We were not engaged to report on the introductory section or the statistical section, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

This report is intended solely for the information and use of the Executive Committee, and management of WRCOG and is not intended to be and should not be used by anyone other than these specified parties.

Rogers, Anderson, Malody & Scott, LLP.

San Bernardino, California
January 18, 2022



Western Riverside Council of Governments

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

January 18, 2022

Rogers, Anderson, Malody and Scott, LLP
735 E. Carnegie Dr. Suite 100
San Bernardino, CA 92408

This representation letter is provided in connection with your audit of the financial statements of Western Riverside Council of Governments (WRCOG) as of June 30, 2021 and for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions on whether the basic financial statements present fairly, in all material respects, the financial position, results of operations, and cash flows, where applicable, of the various opinion units of WRCOG in accordance with accounting principles generally accepted for governments in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in the light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm that, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves as of January 18, 2022.

Financial Statements

- We have fulfilled our responsibilities, as set out in the terms of the audit engagement dated June 22, 2021 for the preparation and fair presentation of the financial statements of the various opinion units referred to above in accordance with U.S. GAAP.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- We acknowledge our responsibility for compliance with the laws, regulations, and provisions of contracts and grant agreements.
- We have reviewed, approved, and taken responsibility for the financial statements and related notes.
- We have a process to track the status of audit findings and recommendations.
- We have identified and communicated to you all previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable.
- Related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
- All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.

- The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with U.S. GAAP.
- All component units, as well as joint ventures with an equity interest, are included and other joint ventures and related organizations are properly disclosed.
- All funds and activities are properly classified.
- All funds that meet the quantitative criteria in GASB Statement No. 34, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments*, GASB Statement No. 37, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments: Omnibus* as amended, and GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities*, for presentation as major are identified and presented as such and all other funds that are presented as major are considered important to financial statement users.
- All components of net position, nonspendable fund balance, and restricted, committed, assigned, and unassigned fund balance are properly classified and, if applicable, approved.
- Our policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position/fund balance are available is appropriately disclosed and net position/fund balance is properly recognized under the policy.
- All revenues within the statement of activities have been properly classified as program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- All expenses have been properly classified in or allocated to functions and programs in the statement of activities, and allocations, if any, have been made on a reasonable basis.
- All interfund and intra-entity transactions and balances have been properly classified and reported.
- Special items and extraordinary items have been properly classified and reported.
- Deposit and investment risks have been properly and fully disclosed.
- Capital assets, including infrastructure assets, are properly capitalized, reported, and if applicable, depreciated.
- All required supplementary information is measured and presented within the prescribed guidelines.
- With regard to investments and other instruments reported at fair value:
 - The underlying assumptions are reasonable and they appropriately reflect management's intent and ability to carry out its stated courses of action.
 - The measurement methods and related assumptions used in determining fair value are appropriate in the circumstances and have been consistently applied.
 - The disclosures related to fair values are complete, adequate, and in accordance with U.S. GAAP.
 - There are no subsequent events that require adjustments to the fair value measurements and disclosures included in the financial statements.
- With respect to financial statement preparation services provided, we have performed the following:
 - Made all management decisions and performed all management functions;
 - Assigned a competent individual to oversee the services;
 - Evaluated the adequacy of the services performed;
 - Evaluated and accepted responsibility for the result of the service performed; and
 - Established and maintained internal controls, including monitoring ongoing activities.
 -

Information Provided

- We have provided you with:
 - Access to all information, of which we are aware that is relevant to the preparation and fair presentation of the financial statements of the various opinion units referred to above, such as records, documentation, meeting minutes, and other matters;
 - Additional information that you have requested from us for the purpose of the audit; and
 - Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
- All transactions have been recorded in the accounting records and are reflected in the financial statements.
- We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- We have provided to you our analysis of the entity's ability to continue as a going concern, including significant conditions and events present, and if necessary, our analysis of management's plans, and our ability to achieve those plans.
- We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
 - Management;
 - Employees who have significant roles in internal control; or
 - Others where the fraud could have a material effect on the financial statements.
- We have no knowledge of allegations of fraud, or suspected fraud, affecting the entity's financial statements communicated by employees, former employees, vendors, regulators, or others.
- We are not aware of any pending or threatened litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
- We have disclosed to you the identity of the entity's related parties and all the related party relationships and transactions of which we are aware.
- There have been no communications from regulatory agencies concerning noncompliance with or deficiencies in accounting, internal control, or financial reporting practices.
- WRCOG has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
- We have disclosed to you all guarantees, whether written or oral, under which WRCOG is contingently liable.
- We have disclosed to you all nonexchange financial guarantees, under which we are obligated and have declared liabilities and disclosed properly in accordance with GASB Statement No. 70, Accounting and Financial Reporting for Nonexchange Financial Guarantees, for those guarantees where it is more likely than not that the entity will make a payment on any guarantee.
- For nonexchange financial guarantees where we have declared liabilities, the amount of the liability recognized is the discounted present value of the best estimate of the future outflows expected to be incurred as a result of the guarantee. Where there was no best estimate but a range of estimated future outflows has been established, we have recognized the minimum amount within the range.
- We have disclosed to you all significant estimates and material concentrations known to management that are required to be disclosed in accordance with GASB Statement No. 62 (GASB-62), Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements. Significant estimates are estimates at the balance sheet date that could change materially within the next year. Concentrations refer to volumes of business, revenues, available sources of supply, or markets or geographic

areas for which events could occur that would significantly disrupt normal finances within the next year.

- We have identified and disclosed to you the laws, regulations, and provisions of contracts and grant agreements that could have a direct and material effect on financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.
- There are no:
 - Violations or possible violations of laws or regulations, or provisions of contracts or grant agreements whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency, including applicable budget laws and regulations.
 - Unasserted claims or assessments that our lawyer has advised are probable of assertion and must be disclosed in accordance with GASB-62.
 - Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by GASB-62.
 - Continuing disclosure consent decree agreements or filings with the Securities and Exchange Commission and we have filed updates on a timely basis in accordance with the agreements (Rule 240, 15c2-12).
- WRCOG has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset or future revenue been pledged as collateral, except as disclosed to you.
- We have complied with all aspects of grant agreements and other contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
- There have been no changes or updates to legal information disclosed to you by our attorney(s) since the date of such legal response and now.”

Required Supplementary Information

With respect to the Schedule of the WRCOG's Schedule of Revenues, Expenditures, and Changes in Fund Balance, Schedule of Changes in the Net Other Post-Employment Benefits Liability, Schedule of Other Post-Employment Benefit Plan Contributions, Proportionate Share of Plans' Net Pension Liability and the Schedule of Plan Contributions accompanying the financial statements:

- We acknowledge our responsibility for the presentation of the RSI in accordance with U.S. GAAP.
- We believe the RSI, including its form and content, is measured and fairly presented in accordance with the applicable criteria.
- The methods of measurement or presentation have not changed from those used in the prior period.
- We believe the significant assumptions or interpretations underlying the measurement or presentation of the RSI, and the basis for our assumptions and interpretations, are reasonable and appropriate in the circumstances.



Dr. Kurt Wilson
Executive Director



Andrew Ruiz
Chief Financial Officer



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: TUMF Program Activities Update - Results of On-Call Engineering Services under RFP No. 22-01

Contact: Cameron Brown, Program Manager, cbrown@wrcog.us, (951) 405-6712

Date: March 7, 2022

Requested Action(s):

1. Authorize the Executive Director to enter into an On-Call Engineering Services Professional Services Agreement between WRCOG and Transportation Engineering & Planning, Inc., for an amount not to exceed \$100,000.
2. Authorize the Executive Director to enter into an On-Call Engineering Services Professional Services Agreement between WRCOG and W.G. Zimmerman Engineering, Inc., for an amount not to exceed \$100,000.

Purpose:

The purpose of this item to provide an update on the Request for Proposal (RFP) No. 22-01 for On-Call Engineering Services for the Transportation Uniform Mitigation Fee (TUMF) Program.

WRCOG 2022-2027 Strategic Plan Goal:

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

Background:

WRCOG currently contracts for on-call professional services for engineering with Transportation Planning & Engineering, Inc., (TEP) and W.G. Zimmerman Engineering (WGZ Engineering). The contract expires on February 28, 2022. To align with WRCOG's Procurement and Purchasing Policy, staff developed and distributed an RFP on January 6, 2022, to solicit on-call professional services for activities related to WRCOG's TUMF Program. Staff received and reviewed two proposals, both from the firms under the current contract. It was determined that both firms had the necessary expertise to deliver on all aspects of the RFP. Both firms have had extensive experience with the TUMF Program and have been involved in the Program since inception. The evaluations of both proposals found that they satisfied all requirements of the RFP and would both be uniquely qualified to deliver support to the TUMF Program.

Staff recommends that the Executive Committee authorize the Executive Director to enter into on-call agreements with both firms for the reasons noted above. The contracts are expected to begin on March 1, 2022, so that no gaps in service will be created by the termination of the prior agreement.

The primary purpose of these contracts is to review invoices submitted by WRCOG member agencies for reimbursement through the TUMF Program. Each firm will be tasked with reviewing reimbursement requests and determine whether the request complies with the TUMF Program requirements and is eligible for reimbursement. This review includes, but is not limited to, verifying the following items:

- Whether the expense is consistent with the executed TUMF Reimbursement Agreement
- Whether the expense category is consistent with the executed agreement (planning, engineering, right-of-way, or construction)
- Whether the member agency has submitted invoices documenting the work completed
- Whether the expense is an approved expense, per the TUMF Administrative Plan
- Whether the expenses were incurred within the geographic limits of the project

After a thorough review of each reimbursement request, these Engineering Consultants will prepare a memorandum documenting their review, noting where additional information may be required, and making a recommendation regarding payment of the reimbursement request. If necessary, the Engineering Consultant will meet with member agency staff and WRCOG staff should there be outstanding questions regarding a reimbursement request.

WRCOG receives an allocation of TUMF funds for Program Administration. The review of reimbursement requests to determine compliance with the Program requirements is therefore considered an element of Program Administration.

Each of these contracts will have an initial term of two years and a contract amount not to exceed \$100,000. It is important to note that these contracts are structured as on-call agreements, which provide the following protections to WRCOG:

1. Work can only occur if authorized by WRCOG staff. Specifically in this case, member agency invoices are provided by WRCOG to the consultant for their review.
2. The level of effort is proportional to the amount of reimbursement requests staff receive. Should the amount of reimbursement requests decrease, then the amount of funds expended by WRCOG will decrease as well.
3. These agreements are described as not to exceed amounts.
4. WRCOG also retains the right to modify these agreements at no penalty. In the unlikely instance that TUMF activity is significantly reduced from its current levels, WRCOG could reduce the amount of one or both contracts or end the contracts with no further obligation other than payment for all work completed to date. As such, there is no minimum amount of payment as part of this contract, but there is a maximum amount over the term. If additional funding is needed for either agreement, an amendment will be necessary; however, no amendment is anticipated at the time of this writing.

Prior Action(s):

None.

Fiscal Impact:

Funding for these agreements is provided by the share of TUMF revenues which are provided to WRCOG for administration of the TUMF Program. WRCOG collects 4% of all TUMF revenues for administrative purposes, of which 3% can be used for expenses, including consultants to support the TUMF Program. As such, staff anticipates that each contract will be for an amount not to exceed

\$100,000 over a 2-year term. Funds for the remainder of Fiscal Year 2021/2022 are currently allocated in the approved budget for this expense. Funding for subsequent years will be allocated as those subsequent budgets are developed and approved by the Executive Committee.

Attachment(s):

[Attachment 1 - Professional Services Agreement - TEP](#)

[Attachment 2 - Professional Services Agreement - WGZE](#)

Attachment

Professional Services Agreement -
Transportation Engineering &
Planning, Inc.

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20____, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG"), and **Transportation, Engineering, & Planning, Inc** a **California corporation** ("Consultant"). WRCOG and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

WRCOG desires to engage Consultant to render such professional services on an on-call basis. Services shall be ordered by Task Order(s) to be issued pursuant to this Agreement for future projects as set forth herein ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to WRCOG all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services and advise on various issues services necessary for the Project ("Services"). The Services are generally described in Exhibit "A" attached hereto and incorporated herein by reference, and which are stated in the proposal to WRCOG and approved by WRCOG's Executive Committee. The Services shall be more particularly described in the individual Task Order issued by WRCOG or its designee. No services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B." All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **March 1, 2022** to **March 1, 2024** unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The

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

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement. Consultant shall meet any other established schedules and deadlines set forth in each individual Task Order issued by WRCOG. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, WRCOG shall respond to Consultant's submittals in a timely manner. Upon request of WRCOG, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

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

Craig Neustaedter

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

3.2.6 Consultant's Representative. Consultant hereby designates **Craig Neustaedter**, or his or her designee, to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and

procedures, and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

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

3.2.10 Insurance.

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

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or sub-contractors. Consultant shall also require all of its sub-contractors to procure and maintain the same insurance

for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

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

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

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

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

(A) General Liability.

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

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

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

(iv) The additional insured coverage under the policy

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

(B) Automobile Liability.

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

(C) Workers' Compensation and Employers Liability Coverage.

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

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

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

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

(ii) Consultant shall provide WRCOG at least thirty (30)

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

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

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

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

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

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

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

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

3.2.10.8 Verification of Coverage. Consultant shall furnish WRCOG

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

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation for all Task Orders issued hereunder shall not exceed one thousand dollars (\$100,000) without written approval of WRCOG's Executive Director. Extra Work may be authorized, as described below, and, if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

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

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

3.3.4 Extra Work. At any time during the term of this Agreement, WRCOG may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which

is determined by WRCOG to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from WRCOG's Representative.

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, WRCOG may procure, upon such terms and in such manner

as it may determine appropriate, services similar to those terminated.

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

**Consultant: P.O. Box 19355
Irvine, CA 92633
Attn: Craig Neustaedter**

**WRCOG: Western Riverside Council of Governments
3390 University Avenue, Suite 200
Riverside, CA 92501
Attn: Kurt Wilson, Executive Director**

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

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

above referenced Intellectual Property upon request of WRCOG.

Consultant shall also be responsible to obtain in writing separate written assignments from any sub-contractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the WRCOG.

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

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

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

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

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

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

3.5.6 Indemnification. Consultant shall defend, indemnify, and hold WRCOG, its Directors, officials, officers, consultants, employees, volunteers, and agents free and harmless

from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors, arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense, and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against WRCOG, its Directors, officials, officers, consultants, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against WRCOG or its Directors, officials, officers, consultants, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse WRCOG and its Directors, officials, officers, consultants, employees, agents, or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by WRCOG, its Directors, officials, officers, consultants, employees, agents, or volunteers. This section shall survive any expiration or termination of this Agreement. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

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

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

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

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

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

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

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and sub-contractors of Consultant, except as otherwise specified in this Agreement. All references to WRCOG include

its Directors, officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

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

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

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

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

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any sub-contractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Consultant shall also comply with all relevant provisions of any of WRCOG's Minority Business Enterprise Program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

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

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

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

3.6 Subcontracting.

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE TO
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

Transportation, Engineering, &
Planning, Inc.

By: _____

By: _____

Title: _____

Title: _____

APPROVED AS TO FORM:

ATTEST:

By: _____

By: _____

General Counsel
Best Best & Krieger LLP

Its: _____

*A corporation requires the signatures of two corporate officers.

One signature shall be that of the Chairman of Board, the President or any Vice President, and the second signature (on the attest line) shall be that of the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer of such corporation.

If the above persons are not the intended signators, evidence of signature authority shall be provided to WRCOG.

EXHIBIT "A"
SCOPE OF SERVICES

On-Call and As-Needed Engineering Services related to the TUMF Program.

Such engineering services may include, but are not limited to, the following work activities:

TUMF Program Invoice Review

- Reviewing agency invoices submitted for reimbursement under the TUMF Program.
- Meeting with WRCOG and agency staff to discuss any outstanding questions regarding invoices for the TUMF Program.
- Conducting field visits to address outstanding issues regarding reimbursement requests.
- Reviewing bid packets to advise WRCOG on whether specific items are eligible for reimbursement.

TUMF eligibility Review

WRCOG anticipates that Consultants could be asked to review bid estimates and emails from member agencies and developers to determine eligibility under the Program for funding/credit.

EXHIBIT "B"

SAMPLE TASK ORDER FORM

Task Order No.

Agreement: [INSERT TITLE OF AGREEMENT]

Consultant: [INSERT NAME OF CONSULTANT]

The Consultant is hereby authorized to perform the following services subject to the provisions of the Agreement identified above:

List any attachments: (Please provide if any.)

Dollar Amount of Task Order: Not to exceed \$, .00

Completion Date:

The undersigned Consultant hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Agreement identified above and will accept as full payment therefore the amount shown above.

CITY OF _____

[INSERT NAME OF CONSULTANT]

Dated: _____

Dated: _____

By: _____

By: _____

EXHIBIT "C"
COMPENSATION
BILLING RATES

Name	Title	Hourly Rate
-------------	--------------	--------------------

[INSERT]

Attachment

Professional Services Agreement -
W.G. Zimmerman Engineering, Inc.

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20____, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG"), and **W.G. Zimmerman Engineering, Inc** a **California corporation** ("Consultant"). WRCOG and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

WRCOG desires to engage Consultant to render such professional services on an on-call basis. Services shall be ordered by Task Order(s) to be issued pursuant to this Agreement for future projects as set forth herein ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to WRCOG all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services and advise on various issues services necessary for the Project ("Services"). The Services are more generally described in Exhibit "A" attached hereto and incorporated herein by reference, and which are stated in the proposal to WRCOG and approved by WRCOG's Executive Committee. The Services shall be more particularly described in the individual Task Order issued by WRCOG or its designee. No services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B." All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **March 1, 2022** to **March 1, 2024** unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the

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

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement. Consultant shall meet any other established schedules and deadlines set forth in each individual Task Order issued by WRCOG. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, WRCOG shall respond to Consultant's submittals in a timely manner. Upon request of WRCOG, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

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

Bill Zimmerman

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

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

Agreement.

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

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

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

3.2.10 Insurance.

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

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

levels of coverage:

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

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

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

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

(A) General Liability.

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

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

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

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from WRCOG's insurance

or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability.

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

(C) Workers' Compensation and Employers Liability Coverage.

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

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

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

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

(ii) Consultant shall provide WRCOG at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the

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

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

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

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

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

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

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

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

3.2.10.8 Verification of Coverage. Consultant shall furnish WRCOG with original certificates of insurance and endorsements effecting coverage required by this

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

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation for all Task Orders issued hereunder shall not exceed one hundred thousand dollars (\$100,000) without written approval of WRCOG's Executive Director. Extra Work may be authorized, as described below, and, if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

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

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

3.3.4 Extra Work. At any time during the term of this Agreement, WRCOG may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by WRCOG to be necessary for the proper completion of the Project, but which the

Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from WRCOG's Representative.

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

**Consultant: 16478 Beach Blvd #363
Westminster, CA 92683-7860
Attn: Bill Zimmerman**

**WRCOG: Western Riverside Council of Governments
3390 University Avenue, Suite 200
Riverside, CA 92501
Attn: Kurt Wilson, Executive Director**

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

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

Consultant shall also be responsible to obtain in writing separate written assignments from any sub-contractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the WRCOG.

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

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

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

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

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

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

3.5.6 Indemnification. Consultant shall defend, indemnify, and hold WRCOG, its Directors, officials, officers, consultants, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or

injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors, arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense, and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against WRCOG, its Directors, officials, officers, consultants, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against WRCOG or its Directors, officials, officers, consultants, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse WRCOG and its Directors, officials, officers, consultants, employees, agents, or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by WRCOG, its Directors, officials, officers, consultants, employees, agents, or volunteers. This section shall survive any expiration or termination of this Agreement. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

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

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

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

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

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

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

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and sub-contractors of Consultant, except as otherwise specified in this Agreement. All references to WRCOG include its Directors, officials, officers, employees, agents, and volunteers except as otherwise specified

in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

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

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

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

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

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any sub-contractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Consultant shall also comply with all relevant provisions of any of WRCOG's Minority Business Enterprise Program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

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

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

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of

which shall constitute an original.

3.6 Subcontracting.

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE TO
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

W.G. Zimmerman Engineering, Inc.

By: _____

By: _____

Title: _____

Title: _____

APPROVED AS TO FORM:

ATTEST:

By: _____

By: _____

General Counsel
Best Best & Krieger LLP

Its: _____

*A corporation requires the signatures of two corporate officers.

One signature shall be that of the Chairman of Board, the President or any Vice President, and the second signature (on the attest line) shall be that of the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer of such corporation.

If the above persons are not the intended signators, evidence of signature authority shall be provided to WRCOG.

EXHIBIT "A"
SCOPE OF SERVICES

On-Call and As-Needed Engineering Services related to the TUMF Program.

Such engineering services may include, but are not limited to, the following work activities:

TUMF Program Invoice Review

- Reviewing agency invoices submitted for reimbursement under the TUMF Program.
- Meeting with WRCOG and agency staff to discuss any outstanding questions regarding invoices for the TUMF Program.
- Conducting field visits to address outstanding issues regarding reimbursement requests.
- Reviewing bid packets to advise WRCOG on whether specific items are eligible for reimbursement.

TUMF eligibility Review

WRCOG anticipates that Consultants could be asked to review bid estimates and emails from member agencies and developers to determine eligibility under the Program for funding/credit.

EXHIBIT "B"

SAMPLE TASK ORDER FORM

Task Order No.

Agreement: [INSERT TITLE OF AGREEMENT]

Consultant: [INSERT NAME OF CONSULTANT]

The Consultant is hereby authorized to perform the following services subject to the provisions of the Agreement identified above:

List any attachments: (Please provide if any.)

Dollar Amount of Task Order: Not to exceed \$, .00

Completion Date:

The undersigned Consultant hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Agreement identified above and will accept as full payment therefore the amount shown above.

CITY OF _____

[INSERT NAME OF CONSULTANT]

Dated: _____

Dated: _____

By: _____

By: _____

EXHIBIT "C"
COMPENSATION
BILLING RATES

Name	Title	Hourly Rate
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[INSERT]



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: TUMF Nexus Study Activities Update
Contact: Chris Gray, Deputy Executive Director, cgray@wrcog.us, 951-407-6510
Date: March 7, 2022

Requested Action(s):

1. Receive and file.

Purpose:

The purpose of this item to provide an information on the TUMF Nexus Study update with the accompanying studies on VMT, Fee Comparisons, and residential rates.

WRCOG 2022-2027 Strategic Plan Goal:

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

Background:

TUMF Nexus Study Update

At the October 4, 2021 Executive Committee meeting, the Executive Committee gave direction to begin work on a TUMF Nexus Study update. The TUMF Next Study draws a connection between the needs of the Program and the TUMF Program Fee Schedule. This Study identifies projects requiring mitigation from new development, determines what the cost of those project will be, and what fees need to be assessed to fund these projects. TUMF Nexus Study updates have occurred on a regular basis with updates done in 2005, 2009, 2011, and 2017.

The key reasons for a Nexus Study update include the following:

- It is considered a best practice to update on a regular basis
- Underlying growth forecasts have changed since the last update
- Travel behavior has changed, particular viewed in light of COVID-19
- The project list has changed with past projects completed and new projects identified
- Opportunity to add new project types, such as Intelligent Transportation System (ITS) infrastructure

Throughout the last three months, staff has been working with local agencies to update the needs of the TUMF Network. Staff has met with representatives of all TUMF-participating agencies. Each agency has had an opportunity to make revisions, corrections, and additions to the TUMF Network. After

compiling all comments, an analysis will be done to ensure the reliability of the revised Network; this new Network will be presented to each TUMF Zone for approval.

The revised Network will be modeled through the use of the Riverside County Transportation Model (RIVCOM) to assess the performance of the Network and determine the necessary mitigation to achieve an adequate level of service. This analysis will update the cost of the entire Program, and, if needed, make recommendations on a revised fee schedule. Prior to any adjustments to the Program, all changes will be vetted by the WRCOG Executive Committee.

The TUMF Nexus Study update remains on schedule. It is anticipated to be completed with the enacting of local TUMF ordinances by June 2023. A revised schedule has been included (Attachment 1).

Update on the Development of a Potential Vehicle Miles Traveled (VMT) Mitigation Program

The Executive Committee gave direction to evaluate options to mitigate VMT impacts from new development. During WRCOG's work on SB 743 implementation, the issue of VMT mitigation was noted to be problematic. The main reason is that most land-use projects cannot implement transportation system improvements or directly influence the travel of their occupants. In comparison, level of service (LOS)-based impacts are relatively easy to mitigate since payment of fees for improvements or construction of improvements, or some combination thereof, are appropriate mitigation. WRCOG has commenced an effort to develop a potential VMT mitigation program for Western Riverside County that will be funded through WRCOG's LTF allocation. Participation in any potential program will be on a voluntary basis, so jurisdictions will participate in a program only if it decides to opt-in. Interested jurisdictions are encouraged to participate in stakeholder workshops that will be held as part of the development process. Please contact Christopher Tzeng (ctzeng@wrcog.us) for notifications of the working group meetings. Staff is working with a consultant on its On-Call Planning consultant bench for these efforts.

Fee Comparison Study

WRCOG has conducted an analyses of development impact fees in Western Riverside County in the past to increase a regional understanding of development impact fees on new development in Western Riverside County. The first analysis was conducted in 2017, in conjunction with the last TUMF Nexus Study update, and a subsequent analysis was conducted in 2019. WRCOG has commenced an update of the analysis in conjunction with this proposed TUMF Nexus Study update. The purpose of the analyses is to indicate the types and relative scale of the development impact fees placed on different land uses, and indicate the scale of fees relative to overall development costs. The analyses will also provide helpful background information on the impact of the TUMF by placing TUMF in the context of the broader development impact fee structure, overall development costs, and other regional dynamics.

Residential Trip Generation Study / AB-602 Requirements on Residential fee Rates

WRCOG is working with a consultant on its On-Call Planning consultant bench to review the relationship between development impact fees, travel behavior, and residential unit size. Some development impact fees currently charge based on the number of units of a development, including the TUMF Program.

WRCOG administers the TUMF Program on behalf of its member agencies in Western Riverside County. The TUMF Program charges a fee based on the number of units of a development project. For example, a 1,500 square foot single-family dwelling unit is charged the same fee as a 4,500 square foot

single-family dwelling unit. This study will enable WRCOG to conduct research on the effects of basing TUMF on actual residential unit size to the TUMF Program, as well as if it would encourage the development of smaller, more affordable units. This study is utilizing TUMF funding.

Finally, AB 602 (Grayson), effective January 1, 2022, requires local agencies which calculate fees proportionately to the square footage of the proposed units, to have a valid method to establish a reasonable relationship between the fee charged and the burden of the proposed development. While the TUMF Program is not based on square footage, this study would provide the preliminary analysis that would be required, based on AB 602, should the TUMF be considered for shift from a per unit cost to a cost based on unit size.

Staff will present a more comprehensive update on the TUMF Nexus Study update at the April 2022 Executive Committee meeting.

Prior Action(s):

October 4, 2021: The Executive Committee gave direction to 1) begin work on a TUMF Nexus Study update; 2) update the TUMF Administrative Plan to expand the TUMF-eligible project list to include Intelligent Transportation Systems (ITS) projects; 3) work with the Riverside County Transportation Commission and Riverside Transit Agency to evaluate options to mitigate VMT impacts from new development outside of the TUMF Nexus Study update; and 4) begin work on an update of the Analysis of Development Impact Fees in Western Riverside County.

Fiscal Impact:

Funding for this Nexus Study update is provided by the share of TUMF revenues which are provided to WRCOG for Administration of the Plan. WRCOG collects 4% of all TUMF revenues for Administrative Purposes, of which 3% can be used for expenses including consultants to support the TUMF Program, such as the Nexus Study update. Funds for the remainder of the Fiscal Year 2021/2022 are currently allocated in the approved budget for this expense. Funding for subsequent years will be allocated as those subsequent budgets are developed and approved by the Executive Committee. Current cost of the Nexus Study is estimated to be \$200,000.

Attachment(s):

[Attachment 1 - TUMF Nexus Study Update Schedule](#)

TUMF Nexus 2021 Update Task Schedule	2021						2022												2023					
	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June
Request permission to perform Nexus Study			 																					
Socio Economic Data Review																								
Update RivCOM TAZ forecasts to reflect RTP 20 (Riverside County)																								
Travel Demand Modeling																								
Conduct base model runs for 2018 and 2045 No Build																								
Prepare and conduct model runs for 2045 TUMF Network																								
Network Cost Assumptions																								
Update Unit Costs Master																								
Update Land Costs Master (Overland, Pacific & Cutler, Inc.)																								
Revise network cost assumptions and recalculate incremental fee																								
Network Status Update																								
Solicit requests for network changes										EC Briefing														
Summarize network change requests (WRCOG)																								
Review network project performance										 														
Confirm network project list and recalculate incremental fee													 											
Tabulate link LOS for exisiting need															EC Briefing									
Nexus Documentation																								
Summarize revised assumptions																	  							
Draft document for review and comment																								
Finalize document for approval																								
Nexus document approval																			 					
Update online/mobile resources																								
Distribute revised Nexus documentation/fee schedule																								
Enact revised local ordinances																								

- Legend

Future task

Active task

Completed task









PWC Meeting/Workshops

TAC Meeting

Executive Committee Meeting/Br

Critical path milestones

Revised: November 24, 2021



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Update from the California State Association of Counties
Contact: Andrea Mares, Board Assistant, County of Riverside - District 3,
AnMares@rivco.org, (951) 955-1030
Date: March 7, 2022

Requested Action(s):

1. Receive and file.

Purpose:

The purpose of this item is to provide an update of activities undertaken by the California State Association of Counties (CSAC).

WRCOG 2022-2027 Strategic Plan Goal:

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

Background:

The primary purpose of CSAC is to represent county government before the California Legislature, administrative agencies, and the federal government. CSAC places a strong emphasis on educating the public about the value and need for county programs and services. While California's 58 counties – ranging from Alpine with a little more than 1,000 people, to Los Angeles with more than 10 million – are diverse, yet many common issues exist. CSAC's long-term objective is to significantly improve the fiscal health of all California counties so they can adequately meet the demand for vital public programs and services. CSAC is proud to represent the counties of California. With continuing member involvement and staff commitment, we are refining and expanding programs and services that will ensure the success of counties well into the future as the closest level of government to the people.

Last week marked the conclusion of the National Association of Counties' (NACo) Legislative Conference, which Supervisor Chuck Washington attended virtually. CSAC hosted meetings with top federal elected officials, their staff, and department personnel. At these meetings, important issues that directly impact Western Riverside County were addressed, including forest management and wildfire prevention legislation. Federal agencies manage 57% of the 33 million acres of forest in California. Supervisor Washington's district is bordered on the east and the west by two national forests: San Bernardino National Forest (where the 2020 El Dorado Fire occurred) and the Cleveland National Forest. It is the proximity of these lands that makes the need for Congress to provide additional federal resources to counties for disaster planning, mitigation, and recovery all the greater.

Supervisor Washington also sits on the NACo Telecommunications and Technology Steering Committee

where he represents Riverside County as a whole. At its most recent meeting, Supervisor Washington voted on a resolution to urge the U.S. Congress to begin adaption of federal grant language that allows for the utilization of any and all technologies that meet guidelines for high-speed internet speeds. Currently, language used favors wired technology proposal to deliver bandwidth. However, we now know and recognize that other technologies (such as cellular 5G or satellite) can provide equal or better high-speed internet access than wired options. This vote was taken in an effort to ensure that federal grant opportunities allow for the consideration and deployment of all avenues of broadband technology and combinations thereof to extend cost-effective services to all communities. The utilization of general language would broaden the choices available to local decision-makers, which is favorable for both city and county governments.

Finally, CSAC is closely monitoring proposed legislation that would impact the County's Environmental Health Department. AB 257 (Holden) is two-year bill that would enact the Fast Food Accountability and Standards Recovery Act, which would amend the California Retail Food Code and require that local environmental health programs oversee and regulate employment, wage, or other labor conditions in the restaurant or other business sector, all of which falls outside the purview of these programs. In coordination with California Association of Environmental Health Administrators, CSAC holds an Oppose Unless Amended position on AB 257.

Questions on the NACo Legislative Conference or AB 257 can be directed to Andrea Mares at (951) 955-1030 or AnMares@rivco.org.

Prior Action(s):

February 7, 2022: The Executive Committee received and filed.

Fiscal Impact:

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

Attachment(s):

None.



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Cal Cities Activities Update

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

Date: March 7, 2022

Requested Action(s):

1. Receive and file.

Purpose:

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

WRCOG 2022-2027 Strategic Plan Goal:

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

Background:

The League of California Cities has been shaping the Golden State's political landscape since the association was founded in 1898. It defends and expands local control through advocacy efforts in the Legislature, at the ballot box, in the courts, and through strategic outreach that informs and educates the public, policymakers, and opinion leaders. Cal Cities also offers education and training programs designed to teach city officials about new developments in their field and exchange solutions to common challenges facing their cities.

An update on legislation of interest to Cal Cities members is provided as Attachment 1.

Prior Action(s):

February 17, 2022: The Technical Advisory Committee received and filed.

Fiscal Impact:

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

Attachment(s):

[Attachment 1 - Cal Cities Report](#)

Public Safety:

- **AB 1622 (Chen)** This measure would require a licensed smog check station to post a sign informing customers about strategies for deterring catalytic converter theft, including the etching of identifying information on the catalytic converter and would authorize stations to offer etching as an optional service.
- **AB 1653 (Patterson)** This measure would specify theft of vehicle parts and accessories as a property crime for consideration by the regional property crimes task force.
- **AB 1599 (Kiley)** This measure would repeal the changes and additions made by **Proposition 47**, except those related to reducing the penalty for possession of concentrated cannabis.
- **AB 1740 (Muratsuchi)** This measure would require a core recycler to maintain a written record of the year, make, and model of the vehicle from which the catalytic converter was removed.
- **SB 919 (Jones)** This measure would prohibit a dealer or retail seller from selling a motor vehicle equipped with a catalytic converter unless it has been engraved, etched, or otherwise permanently marked with the vehicle identification number of the vehicle to which it is attached.
- **AB 1698 (Maienschein)** This measure would, until Jan. 1, 2026, make a person guilty of organized package theft, punishable as a misdemeanor or a felony, as specified, if the person acted in concert with one or more persons to steal one or more packages that have been left for delivery at the exterior of a residence, or any other place commonly used to deliver packages, with the intent to sell or return the contents of the package for value.

Solid Waste and Recycling:

- **[SB 54 \(Allen\)](#)** Plastic Pollution Producer Responsibility Act
Would establish the Plastic Pollution Producer Responsibility Act, which would prohibit producers of single-use, disposable packaging or single-use, disposable food service ware products from offering for sale, selling, distributing, or importing in or into the state such packaging or products that are manufactured on or after January 1, 2032, unless they are recyclable or compostable.
- **[SB 38 \(Wieckowski\)](#)** Beverage containers
Would require beverage manufacturers, as defined, in the state to form a beverage container stewardship organization. The organization would be required to develop and submit to the department a plan, annual report, and budget for the recovery and recycling of empty beverage containers in the state similar to that described in the Used Mattress Recovery and Recycling Act. The bill would require the organization to establish a stewardship fee, to be paid by beverage manufacturer members of the organization, to assist in covering the costs of implementing the beverage container stewardship program. The bill would require the organization to reimburse the department for the department's costs of enforcing the program. The bill would require the department to deposit all moneys submitted for reimbursement into the Beverage Container Stewardship Fund, which the bill would create in the State Treasury.

- [AB 1690 \(Luz Rivas\)](#) Single-use tobacco products
Would prohibit a person or entity from selling, giving, or furnishing to another person of any age in this state a cigarette utilizing a single-use filter made of any material, an attachable and single-use plastic device meant to facilitate manual manipulation or filtration of a tobacco product, or a single-use electronic cigarette or vaporizer device. The bill would prohibit that selling, giving, or furnishing, whether conducted directly or indirectly through an in-person transaction, or by means of any public or private method of shipment or delivery to an address in this state.
- [AB 1857 \(C. Garcia\)](#) Solid waste and incineration
(1)The California Integrated Waste Management Act of 1989 requires the department and local agencies to maximize the use of all feasible source reduction, recycling, and composting options in order to reduce the amount of solid waste that must be disposed of by transformation and land disposal. This bill would require the department to certify that a local agency is in compliance with that requirement before approving a permit for a new transformation, EMSW, or land disposal facility serving the local agency.
- [AB 1985 \(Robert Rivas\)](#) Organic Waste, Procurement
Current law requires, no later than January 1, 2018, the State Air Resources Board to approve and begin implementing a comprehensive short-lived climate pollutant strategy to achieve a reduction in statewide emissions of methane by 40%, hydrofluorocarbon gases by 40%, and anthropogenic black carbon by 50% below 2013 levels by 2030. Current law requires the methane emissions reduction goals to include a 50% reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020 and a 75% reduction by 2025. Current law requires the Department of Resources Recycling and Recovery, in consultation with the state board, to adopt regulations to achieve these organic waste reduction goals, including a requirement intended to meet the goal that not less than 20% of edible food that is currently disposed of be recovered for human consumption by 2025. This bill would require the department to compile and maintain on its internet website a list, organized by ZIP Code, of information regarding persons or entities that produce and have available in the state organic waste products and update the list at least every 6 months.

Energy and Utilities:

- [AB 1814 \(Grayson\)](#) Transportation electrification and community choice aggregators
Current law requires the Public Utilities Commission to approve, or modify and approve, programs and investments in transportation electrification, including those that deploy charging infrastructure, through a reasonable cost recovery mechanism, if they are consistent with the above-described purposes, do not unfairly compete with nonutility enterprises, include performance accountability measures, and are in the interests of ratepayers. Current law authorizes a community choice aggregator to aggregate the electrical load of interested electricity consumers within its boundaries and requires a community choice aggregator to file an implementation plan with the PUC, to register with the PUC, and to enter into an operating service agreement with an electrical corporation. This bill would, as part of the PUC's program described above, authorize community choice aggregators to file applications for programs and investments to accelerate widespread transportation electrification, as specified.

- [**SB 379 \(Wiener\)**](#) Online automated permits for solar projects
Current law requires a city or county to approve administratively applications to install solar energy systems through the issuance of a building permit or similar nondiscretionary permit. Current law requires every city, county, or city and county to develop a streamlined permitting process for the installation of small residential rooftop solar energy systems, as that term is defined. Current law prescribes and limits permit fees that a city or county may charge for a residential and commercial solar energy system. Current law creates the State Energy Resources Conservation and Development Commission (Energy Commission) in the Natural Resources Agency and prescribes its duties, which include administering programs for the installation of solar energy systems. This bill would require every city, county, or city and county to implement an online, automated permitting platform that verifies code compliance and issues permits in real time for a solar energy system, as defined, that is no larger than 38.4 kilowatts alternating current nameplate rating and an energy storage system, as defined, paired with a solar energy system that is no larger than 38.4 kilowatts alternating current nameplate rating.
- [**SB 833 \(Dodd\)**](#) Community Energy Resilience Act of 2022
Current law assigns the various duties, including applying for and accepting grants, contributions, and appropriations, and awarding grants consistent with the goals and objectives of a program or activity the State Energy Resources Conservation and Development Commission is authorized to implement or administer. This bill, the Community Energy Resilience Act of 2022, would require the commission to develop and implement a grant program for local governments to develop community energy resilience plans and expedite permit review of distributed energy resources by local governments. The bill would require the plans to be consistent with the city, county, or city and county general plan and other local government planning documents.

CEQA:

- [**AB 1001 \(C. Garcia\)**](#) Environmental justice and CEQA
The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. This bill would authorize mitigation measures, identified in an environmental impact report or mitigated negative declaration to mitigate the adverse effects of a project on air or water quality of a disadvantaged community, to include measures for avoiding, minimizing, or compensating for the adverse effects on that community.
- [**AB 1749 \(C. Garcia\)**](#) Air quality and CEQA
Current law requires the State Air Resources Board to prepare, and to update at least once every 5 years, a statewide strategy, known as the “Community Air Protection Blueprint” or “Blueprint,” to

reduce emissions of toxic air contaminants and criteria air pollutants in communities affected by a high cumulative exposure burden. Current law requires the state board, based on the assessment and identification of communities with high cumulative exposure burdens, to select locations around the state for preparation of community emissions reduction programs. Current law requires an air district encompassing any location selected by the state board to adopt a community emissions reduction program to achieve emissions reductions for the location selected using cost-effective measures, as specified, to submit the program to the state board for review and approval as prescribed, and to prepare an annual report summarizing the results and actions taken to further reduce emissions pursuant to the community emissions reduction program, among other things. This bill would require the state board to identify in each statewide strategy update measures to reduce criteria air pollutants and toxic air contaminants in disadvantaged communities, as provided.

Helen Putnam Award Application Period Open:

Each year, the League of California Cities honors the outstanding work of member cities through the Helen Putnam Award for Excellence program. The awards, sponsored by Cal Cities League Partners, recognize the successes of California cities, as demonstrated by beneficial innovations, resourceful efficiencies, improved public service, and overall enhanced public trust and support.

The awards also provide an opportunity for city staff, project partners, and residents to celebrate the outstanding work that happens on the local level to keep California's communities safe and healthy.

Winners are featured each month in [Western City magazine](#).

Entries must be [submitted online](#) by April 14, 2022 at 5:00 p.m. To qualify, simply demonstrate that your city offered a program or service that has proven measurable and successful within a minimum of one year of implementation. Particular attention and credit are given to applications addressing top city priorities included in the 2022 [Cal Cities Action Agenda](#), which is determined each year by the board of directors. Award categories include:

- Community Services and Economic Development
- Economic Development through the Arts
- Enhancing Public Trust, Ethics, and Community Involvement
- Health and Wellness Programs
- Housing Programs and Innovations
- Intergovernmental Collaboration
- Internal Administration
- League Partners Award for Excellence in City-Business Relations
- Planning and Environmental Quality
- Public Safety
- Public Works, Infrastructure, Transportation
- Ruth Vreeland Award for Engaging Youth in City Government

Established in 1982, the Helen Putnam Award for Excellence recognizes the outstanding achievements made by California's cities. These winning cities have made unique contributions to community residents and businesses, which have resulted in lower costs or more effective delivery of services.

The award program is named in honor of Helen Putnam, the first woman elected as Cal Cities President. Excellence, to Helen Putnam, was shown by someone who did his or her very best. To Cal Cities, Putnam defined excellence. This prestigious award for excellence is given in her memory.

For questions, email [Melissa Tualla](#) or contact her at (916) 658-8216.



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: I-REN Status and Activities Updates

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

Date: March 7, 2022

Requested Action(s):

1. Authorize the Executive Director to execute a Professional Services Agreement between WRCOG and Frontier Energy, Inc., for Inland Regional Energy Network Implementation Plan Development and Programs Launch for a not to exceed amount of \$793,701.

Purpose:

The purpose of this item is to provide a status update on Inland Regional Energy Network (I-REN) and recommend approval of a Professional Service Agreement (PSA) for the I-REN Implementation Plan and Program Launch services.

WRCOG 2022-2027 Strategic Plan Goal:

Goal #6 - Develop and implement programs that support resiliency for the subregion.

Background:

In December, 2018, the WRCOG Executive Committee authorized a joint cooperative agreement between WRCOG, the Coachella Valley Association of Governments (CVAG), and the San Bernardino Council of Governments (SBCOG) to move forward with the coordination and development of a Regional Energy Network (REN) for the three agencies. On May 6, 2019, the WRCOG Executive Committee authorized the execution and submittal of a PSA with Frontier Energy & Bluepoint Planning for the development of a Business Plan, or application, to the California Public Utilities Commission (CPUC) to establish the I-REN. On February 26, 2021, the I-REN Business Plan was submitted to the CPUC for consideration to authorize I-REN as a Program Administrator (PA) in the State of California, thereby enabling access to the Public Goods Charge funds administered by the CPUC. On November 18, 2021, the CPUC formally approved the I-REN application / business plan with a budget of \$65 million for program years 2022 - 2027, naming SoCal Gas as the fiscal agent, and required I-REN to file a Joint Cooperation Memorandum (JCM) by January 21, 2022. On November 29, 2021, WRCOG released an RFP for the I-REN Implementation Plan Development and Programs Launch.

I-REN Approval, Regulatory Filings & Member Agency Benefit

The I-REN Business Plan and budget will serve three sectors – the Public sector, the Codes and Standards sector, and the Workforce Education and Training sector. In its final decision, the CPUC

required I-REN to file a JCM with the other PAs in I-REN's service territory. The purpose of the JCM is to show the CPUC that I-REN and the other PAs in I-REN's service territory who share similar sectors are working together to ensure there is no duplication of efforts. Since the CPUC's final decision, the I-REN team met several times with the other PAs in I-REN's service territory - SoCal Gas, Southern California Edison, and SoCal REN - to coordinate the effort of drafting the JCM. The JCM was filed with the CPUC on January 21, 2022.

The CPUC's final decision also requires I-REN to file an Implementation Plan, which will be due by July 1, 2022. The purpose of the Implementation Plan is to indicate to the CPUC the programs and strategies I-REN hopes to establish and administer during the program cycle.

Additionally, the CPUC's final decision requires I-REN to file an Annual Budget Advice Letter (ABAL) starting in September 2023 which will align I-REN with the other PAs that file ABALs each year in September. The purpose of the ABAL is to show the CPUC how a PA (I-REN) intends on using the funds for each sector for that year.

The CPUC's approved budget for I-REN is \$65 million for program years 2022 - 2027. The budget is broken down each year and by sector, as indicated in Attachment 1 to this Staff Report. These amounts were included in the CPUC's final decision and allow for some flexibility to shift funds between sectors. I-REN will not lose any unused funds during the program cycle. Any portion of unused funds from one year will roll over into the next year, within the same sector. This is particularly important for the first year, as the program begins to ramp-up. Any unused funds from one year will be considered "reserves" for the following years and adjustments can be made when I-REN files its ABAL. Should I-REN decide it wants to add a new sector to its portfolio, for example a Residential or a Commercial sector, it can file a new business plan in 2026 for the new program cycle, which starts in 2028.

Now that I-REN is an approved PA with a budget of \$65 million, it will need to begin building capacity with new staff. Staffing costs have been factored into the annual budget amounts and include hiring a Program Manager position for each COG which will act as the lead staff person for that COG and two Management Analyst positions for each COG, totaling nine full-time positions to service I-REN. It will be the responsibility of each COG to hire these positions for their respective jurisdictions, but the costs of those positions will be reimbursed by the I-REN budget.

There will also be direct benefits to each city that participates in the I-REN Program. Some of the benefits include:

- Up to \$25,000 each year for technical services (Public Sector)
- Access to Building Upgrade Concierge (BUC) – (Public Sector)
- Access to energy modeling services (Public Sector / Codes & Standards)
- Access to bench-marking (Public Sector / Codes & Standards)
- Access to quarterly Title 24 training (Codes & Standards)
- I-REN's Intern Program – ("REN-Terns") – (Workforce Education & Training)

I-REN Governance & Operations

Along with the CPUC-required filings listed above, I-REN is required to execute certain non-CPUC documents as it begins to establish itself as a new PA, including a Memorandum of Agreement (MOA), a Governance and Operations Charter, a Program Agreement with the IOUs, and a PSA with an

Implementation Consultant. At the time of drafting this Staff Report, only the PSA is ready for consideration and approval. The remaining agreements and documents will be presented in draft form for consideration in the coming months.

WRCOG, CVAG, and SBCOG are collaboratively working on a MOA, which will delegate duties and responsibilities to each partner COG. The authority to approve all contracts and agreements will be assigned to a new Brown Act I-REN Executive Committee that will be made up of elected officials – three from each COG, selected by that COG – and will meet on a quarterly basis. The MOA will also grant WRCOG, as the lead agency, the authority to be the administrator for all invoicing and contracts and agreements once those documents have been approved by the I-REN Executive Committee.

The I-REN team is also developing a Governance and Operations Charter that will be an exhibit to the MOA, and will further describe the roles and responsibilities of each COG, the I-REN Executive Committee, as well as sector specific working groups. For example, CVAG has volunteered to be the lead on developing and implementing I-REN's Codes and Standards sector, and WRCOG and SBCOG will share lead responsibility for developing and implementing the Public sector and Workforce Education and Training sector. Although there will be a lead COG for some sectors, each COG will be involved in the development of I-REN's programs in each sector and each COG will be responsible for implementing programs within their jurisdictions.

The CPUC's final decision named SoCal Gas as the fiscal agent to I-REN. SoCal Gas will receive I-REN's approved funding from the CPUC and will be responsible for disbursing it to I-REN in accordance with the rules and regulations set forth by the CPUC. WRCOG and the IOUs are developing a Program Agreement which will allow the transfer of those funds between agencies and determine a streamlined process for invoicing and billing for I-REN's activities.

I-REN Implementation Plan & Program Launch Services

As mentioned previously, I-REN is required to file an Implementation Plan, due by July 1, 2022. In order to develop the Implementation Plan accurately and on-time, and to provide I-REN with consultant support to assist in the launch of programs, WRCOG released a RFP on November 29, 2021, for I-REN Implementation Plan Development and Programs Launch services. A pre-proposal meeting was held virtually on December 9, 2021, and questions received were posted to WRCOG's website on December 15, 2021. The proposal submission deadline ended on January 4, 2022, and WRCOG received one bid. The bid came from Frontier Energy, Inc., and BluePoint Planning as a team. The bid was reviewed and scored by I-REN's review team, and it was accepted as a qualified bid.

Frontier Energy and BluePoint Planning have been working together for the past 12 years with local governments, RENs, and CCAs in the regulatory energy field and provide expert technical and strategic planning within the CPUC's framework. They were the consultants chosen to work with WRCOG, CVAG, and SBCOG to develop and submit the business plan to the CPUC, which secured \$65 million for I-REN.

The proposal from Frontier Energy came in at \$793,701, which is under the RFP amount listed at \$800,000. The proposal includes the cost of developing the Implementation Plan, ABAL filing, Metrics filings, and ongoing support as listed in the Scope of Work. The term of this agreement is three years, with two, one-year optional additions.

Prior Action(s):

February 17, 2022: The Technical Advisory Committee received and filed.

February 9, 2022: The Administration & Finance Committee recommended that the Executive Committee approve a Professional Services Agreement between WRCOG and Frontier Energy, Inc., for Inland Regional Energy Network Implementation Plan Development and Programs Launch for a not to exceed amount of \$793,701.

October 13, 2021: The Administration & Finance Committee authorized the Executive Director to execute a new joint cooperative agreement amongst WRCOG, CVAG, and SBCOG.

Fiscal Impact:

WRCOG staff time and expenses related to I-REN activities will be paid from the CPUC-approved budget for the I-REN starting January 1, 2022. A budget amendment of approximately \$5 million is being brought forward under a separate agenda item to account for the additional revenues / expenditures coming from the I-REN. All costs associated with this item are included in the approved I-REN budget.

Attachment(s):

[Attachment 1 - I-REN Budget](#)

[Attachment 2 - PSA Implementation Services with Frontier](#)

Attachment

I-REN Budget

I-REN Budget							
	2022	2023	2024	2025	2026	2027	Total
Public Sector	6,288,194	6,191,722	6,629,390	7,074,566	7,074,566	7,074,566	40,333,004
Workforce Education & Training	2,253,295	2,393,426	2,437,164	2,674,650	2,674,650	2,674,650	15,107,835
Codes & Standards	1,444,107	1,503,952	1,564,110	1,626,674	1,626,674	1,626,674	9,392,191
Evaluation Measurement & Verification * I-REN Portion	114,441	115,604	121,810	130,349	130,349	130,349	742,902
Total	10,102,037	10,204,704	10,752,474	11,506,239	11,506,239	11,506,239	65,577,932

Attachment

PSA Implementation Services with
Frontier

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 2022, by and between the Western Riverside Council of Governments, a California public agency (“WRCOG”), and Frontier Energy, Inc., a California corporation (“Consultant”). WRCOG and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Inland Regional Energy Network

The Inland Regional Energy Network (“I-REN”) is a consortium of WRCOG, San Bernardino Associated Governments (“SANBAG”) and the Coachella Valley Association of Governments (“CVAG”) for the purpose of establishing and operating a locally administered, designed, and delivered energy efficiency program. WRCOG is the administrative lead of I-REN and is responsible for entering into contracts on behalf of I-REN.

2.2 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by WRCOG on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in drafting, reviewing, and submitting of a Regional Energy Network (REN) Implementation Plan to the CPUC; assisting with the development of the Annual Budget Advice Letter (ABAL); assisting with the development of Joint Cooperation Memos (JCMs) that will involve coordination between the Investor-Owned Utilities (IOUs) and other Program Administrators (PAs) in the Inland Regional Energy Network’s (I-RENs) service territory; drafting / reviewing required energy efficiency metrics filing(s); and providing assistance with various activities involved with implementation of I-REN; is licensed in the State of California; and is familiar with the plans of WRCOG.

2.3 Project.

WRCOG desires to engage Consultant to render such professional services for the implementation and development of I-REN (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to WRCOG all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the technical assistance on, but not limited to, the drafting, reviewing, and submitting of a Regional Energy Network (REN) Implementation Plan to the CPUC; assisting with the development of the Annual Budget Advice Letter (ABAL); assisting with the development of Joint Cooperation Memos (JCMs) that will involve coordination between the IOUs and other PAs in I-RENs service territory; drafting / reviewing required energy efficiency metrics filing(s); and provide assistance with various activities involved with implementation of the

REN services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference, and which are stated in the proposal to WRCOG and approved by WRCOG’s Executive Committee. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from March 8, 2022, to December 30, 2025, with no more than two options to renew or amend unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The term of this Agreement may be extended by written agreement between the Consultant and the Executive Director of WRCOG.

3.2 Responsibilities of Consultant.

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

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

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

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

are as follows:

Nancy Barba, Senior Manager & Team Lead
Margaret Marchant, Senior Program Consultant

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

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

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

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

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

of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

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

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

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

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

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

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

(A) General Liability.

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

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

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

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

(B) Automobile Liability.

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

(C) Workers' Compensation and Employers Liability Coverage.

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

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

(D) All Coverages. Defense costs shall be payable in addition to the limits set forth hereunder. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of

any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to WRCOG, SANBAG, CVAG, their respective Directors, officials, officers, employees, volunteers and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater.

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

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

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

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

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

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

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

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

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

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

3.2.10.9 Sub-consultant Insurance Requirements. Consultant shall not allow any sub-contractors or sub-consultants to commence work on any sub-contract until they have provided evidence satisfactory to WRCOG that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such sub-contractors or sub-consultants shall be endorsed to name WRCOG, SANBAG, and CVAG as additional insureds using ISO Form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, WRCOG may approve different scopes or minimum limits of insurance for particular sub-contractors or sub-consultants.

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall

not exceed seven hundred ninety-three thousand seven hundred one dollars (\$793,701) without written approval of the I-REN Executive Committee. Extra Work may be authorized, as described below, and, if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

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

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

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

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

Consultant: Frontier Energy, Inc.
600 Wilshire Blvd., Suite 500
Los Angeles, CA 90017
Attn: Nancy Barba

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

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

3.5.3 Ownership of Materials and Confidentiality.

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

which were prepared by design professionals other than Consultant or provided to Consultant by WRCOG. WRCOG shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at WRCOG's sole risk.

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

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

Consultant shall also be responsible to obtain in writing separate written assignments from any sub-contractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the WRCOG.

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

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

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

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

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

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

3.5.6 Indemnification. Consultant shall defend, indemnify, and hold WRCOG, SANBAG, CVAG, their respective Directors, officials, officers, consultants, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors, arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense, and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against WRCOG, SANBAG, CVAG, their respective Directors, officials, officers, consultants, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against WRCOG, SANBAG, CVAG or their respective Directors, officials, officers, consultants, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse WRCOG, SANBAG, CVAG and their respective Directors, officials, officers, consultants, employees, agents, or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by WRCOG, SANBAG, CVAG, their respective Directors, officials, officers, consultants, employees, agents, or volunteers. This section shall survive any expiration or termination of this Agreement. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

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

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

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

this Agreement.

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

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

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

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

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

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

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

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

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

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any sub-contractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Consultant shall also comply with all relevant provisions of any of WRCOG's Minority Business Enterprise Program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

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

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

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

3.6 Subcontracting.

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE TO
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

FRONTIER ENERGY, INC.*

By: _____

By: _____

Title: _____

Title: _____

APPROVED AS TO FORM:

ATTEST:

By: _____

By: _____

General Counsel
Best Best & Krieger LLP

Its: _____

*A corporation requires the signatures of two corporate officers.

One signature shall be that of the Chairman of Board, the President or any Vice President, and the second signature (on the attest line) shall be that of the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer of such corporation.

If the above persons are not the intended signators, evidence of signature authority shall be provided to WRCOG.

Exhibit “A”

SCOPE OF WORK

The Coachella Valley Association of Governments (CVAG), San Bernardino Council of Governments (SBCOG), and the Western Riverside Council of Governments (WRCOG) will need the Consultant to assist with the development and implementation of a Regional Energy Network (REN) within San Bernardino County and Riverside County. This project will need the Consultant to assist with the drafting, reviewing, and submitting of an Implementation Plan to the CPUC; assisting with the development of the Annual Budget Advice Letter (ABAL); assisting with the development of Joint Cooperation Memos (JCMs) that will involve coordination between the IOUs and other PAs in I-RENS service territory; drafting / review of energy efficiency metrics filing(s); and assistance with various activities involved with implementation of the REN.

Specifically, CVAG, SBCOG, and WRCOG are expecting the Consultant to perform, but not be limited to performing, the following work:

I-REN Implementation Plan Development

1. **Implementation Plan Development** – Consultant will assist with development of the required Implementation Plan based upon final CPUC developed template. Implementation Plan support will include adjusting / refining calculations for energy savings and Total Resource Cost (TRC) that will be implemented in the RENs program and the COGs portfolio; developing program logic models and process flows; confirming appropriateness of applicable work papers, software tools and other supports required to claim savings. Work done will include but is not limited to:

- a. Facilitate kick-off meeting
- b. Facilitate routine meetings between Frontier and I-REN teams
- c. First Draft of Implementation Plan
- d. First Draft revisions
- e. Second Draft
- f. Second Draft revisions
- g. Coordination with I-REN teams
- h. Final Draft Implementation

I-REN Program Launch

1. **Annual Budget Advice Letter (ABAL)** – Consultant will assist with the development and submittal of the ABAL. The work done on the ABAL includes providing feedback on program budgets, sector level metrics, and proposed program and portfolio changes. Work done will include but is not limited to:

- a. Facilitate coordination meetings
- b. Annual true-up forecast
- c. Update technical inputs, revise goals and savings forecast
- d. True-up portfolio components
- e. CPUC meeting support
- f. CPUC filing support as needed

2. **Metrics Filings** – Consultant will support the COGs with the final set of energy efficiency business plan metrics based upon the final CPUC required portfolio and sector level metrics and other REN identified metrics. Work done will include but is not limited to:

- a. Coordination meetings
- b. Select metrics, indicators, and alignment for segment level metrics
- c. Data collection, gathering, and analysis
- d. Calculate baseline
- e. Identify and set targets
- f. Quarterly collection and review
- g. Annual calculation and reporting

3. **Utility Joint Cooperation Memo** – Consultant will assist with the development of the Joint Cooperation Memo between the lead agency, SCE, SoCal Gas, and other agencies where relevant.

- a. Coordination meetings
- b. JCM all parties meeting
- c. Quarterly coordination - all parties
- d. Annual updates - first draft
- e. Annual updates - first revisions
- f. Annual updates - second draft
- g. Annual updates - second revisions
- h. Finalize and file annual update

4. **Ongoing Support** – The Consultant will act as the lead consultant and will assist the COGs with support in the fields of administrative, technical, and regulatory, based upon the RENs ongoing needs after the Annual Budget Advice Letter. Ongoing support would include, but not be limited to:

- Drafting RFPs for each sector and for related sector tasks (i.e. website development, software development, marketing and outreach, etc.).
- Presentations to various agencies (i.e. Community Based Organizations, Faith Based Organizations, local governments, Chamber of Commerce Committees, and other committees.).
- Coordination with other consultants for development and implementation of programs.
- Services related to marketing, education, and outreach for the entire I-REN and individual sectors and subprograms.
- Ongoing support will cover a wide array of activities, including:
 - CPUC monthly, quarterly and annual reporting
 - Implementation Plan updates
 - Metrics reporting
- Representation, attendance and reporting at technical and regulatory meetings as identified and needed, including but not limited to:
 - Ad hoc Working Group meetings
 - California Energy Efficiency Coordinating Committee meetings
 - Reporting Peer Coordinating Group
- Provide technical and consulting support based upon identified and ongoing needs, including:
 - CPUC reporting
 - Procurement
 - Marketing
 - Database development, management, reporting, and updates

- Contractor and/or implementer management support including schedules, budget and spend tracking
- Contractor and/or implementer reporting coordination
- Recurring meetings
- CPUC meeting support
- CPUC evaluation coordination
- CPUC data request
- CAEECC meetings
- Regulatory consulting
- Strategic funding consulting
- CPUC monthly reporting
- CPUC quarterly reporting
- CPUC annual true up reporting
- CPUC annual report - narrative
- CPUC annual report - claims
- Program design consulting
- Annual implementation plan review and maintenance

As part of the ongoing support, the Consultant shall assist with the development and implementation of identified sector programs listed below, and required metrics and reporting for the following:

- 1) **Public Sector and related Subprograms** – assist with implementing a Public Sector program and related subprograms for the purpose of achieving local and State Energy Efficiency goals. Consultant services in support of this category relate to implementation of the following program elements in accordance with the approved Program Implementation Plan (PIP):
 - a. Public Sector/Government Building Retrofit Program
 - b. Building Upgrade Concierge Program (BUC)
 - c. Establish incentives and leverage existing financing mechanisms
 - d. Marketing, education and outreach
 - e. Develop or enhance strategic energy plans
 - f. Develop Energy Efficiency and Distributed Energy resource programs
 - g. Develop incentive programs based on EE savings
 - h. Create and track Energy Savings and Cost-Effectiveness metrics
- 2) **Codes & Standards Sector and Subprograms** – assist with implementing a dynamic and targeted set of programs to assist local government agencies in better understanding and enforcing energy building codes.
 - a. Support local jurisdictions' building departments to better understand, manage, and enforce energy code compliance
 - b. Engage and support local builders and the building industry to comply with energy codes
 - c. Provide regional tools, training, and resources to promote energy codes for long-term compliance
 - d. Develop training curriculum to address gaps in compliance with current requirements
 - e. Develop an online Code Hub community for sharing best practices
 - f. Identify and address areas of greatest need for improved code compliance with local governments

- g. Develop strategies to improve consistency in code enforcement and compliance resources across the region
 - h. Evaluate and develop model ordinances and policies for use regionally
- 3) **Workforce, Education & Training (WE&T) Sector and Subprograms** – assist with implementing programs to ensure there is a trained workforce to support and realize energy efficiency savings goals across sectors following program elements in accordance with the approved PIP:
- a. Establish local partnerships with existing and potential training providers in the region to deliver targeted, equitable, and relevant energy efficiency training for contractors and other industry stakeholders
 - b. Facilitate industry engagement and development of job pathways to identify demand and jobs for a trained workforce
 - c. Identify and build partnerships with organizations and agencies related to education and training to achieve success with I-REN's WE&T initiatives
 - d. Ensure there is a trained workforce to support and realize energy efficiency savings goals across sectors
 - e. Develop and track quantifiable measures to show program effectiveness
 - f. Facilitate the development of multiple sites/delivery mechanisms for contractor and industry training programs
 - g. Convene and engage partners and organizations to define and establish a green workforce
 - h. Reinforce pathways from high school, trade schools, and colleges into jobs in the energy efficiency workforce
 - i. Assist with data collection, research, and metrics for developing strategies and for reporting effectiveness of programs

EXHIBIT “B”
SCHEDULE OF SERVICES

1.1 Kick off meeting will be used to coordinate and inform all implementation plan development timelines. A detailed schedule will be presented with assigned leads.

Figure 1: Sample Implementation Plan Development Schedule

Implementation Plan - Project Plan DUE October 3, 2018		1st DRAFT - Due Dates					2nd DRAFT - Due Dates					FINAL - Due Dates				
Item	Description	SB	SLO	VC	FE	BP	SB	SLO	VC	FE	BP	SB	SLO	VC	FE	BP
IMPLEMENTATION PLAN																
Program Budget and Savings Information	Provide the following narrative description for each program (and sub-program, if applicable):															
Residential WE&T C&S					8/14					9/7					9/14	
1. Program Description	Describe the program, its rationale and objectives				8/14					9/7					9/14	
Residential WE&T C&S		8/14								9/7					9/14	
2. Program Delivery and Customer Services	Describe how the energy efficiency program will deliver savings (upstream, downstream, direct install, etc); how it will reach customers and the services that the program will provide. Describe all services and tools that are provided.				8/14					9/7					9/14	
Residential WE&T C&S		8/17								9/14					9/28	
3. Program Design and Best Practices	Describe how the program meets the market barriers in the relevant market sector/end use. Describe why the program approach constitutes "best practices" or reflects "lessons learned". Provide references where available. For barriers, best practices and lessons learned we will use ones included in 3C-REN BP for messaging consistency.				8/23					9/14					9/28	
Residential WE&T C&S					9/7					9/14					9/28	
4. EM&V	Describe any process evaluation or other evaluation efforts that the Program Administrator (PA) will undertake. Identify the evaluation needs that the PA must build into the program. These might include: a. data collection strategies embedded in the design of the program or intervention to ensure ease of reporting and near term feedback, and b. internal performance analysis during deployment c. performance metrics				9/7					9/14					9/28	
Residential WE&T C&S					9/7					9/14					9/21	
5. Pilots	Please describe any pilot projects that are part of this program, and explain the innovative characteristics to these pilots. The inclusion of this description should not replace the Ideation Process requirements currently agreed by Commission staff and IOUs. This process is still undergoing refinements and will be further discussed as part of Phase III of this proceeding. See pilot guidelines in separate attachment.				9/7					9/14					9/21	
Residential		9/7								9/14					9/21	

1.2 Recurring meetings will ensure Frontier and I-REN teams are coordinated and scope adjustments can be made to accommodate team schedules.

1.3 First draft

1.4 First revisions

1.5 Second draft

1.6 Second revisions

1.7 Coordination with implementors

1.8 Final implementation plans

Task 2: I-REN Program Launch

Task 2.1 – Annual Budget Advice Letter

Figure 2: Sample ABAL Punchlist

Item	Status
ABAL Appendix A Template 2022 & 2023	In Process
Narrative: word doc.	Not Started
1. Supplemental Budget Information	Not Started
2. Sector-Level Metrics: REN Codes and Standards Metrics – Changes	Not Started
3. Sector-Level Metrics: Proposed Value Metrics and Additional Indicators	Not Started
4. CEDARS Filing Confirmation	Not Started
Narrative: cover page.	
- E-G will be the advice letter filing,	
- Include PA ID (CPUC # 220)	Not Started
Narrative: certificate of service	
- E-G will be the advice letter filing,	
- Include PA ID (CPUC # 220)	Not Started
Narrative: email to service list	Not Started
Need to update EM&V budget per latest IOU update	Not Started
Implementation Plans	
Single Family	Not Started
Clean	
Change Form	
Multifamily	Not Started
Clean	
Change Form	
Codes & Standards	Not Started
Redline	
Clean	
Change Form	
WE&T	Not Started
Redline	
Clean	
Change Form	

2.1.1 Coordination meetings

2.1.2 Annual true up to forecast

2.1.3 Update technical inputs

2.1.4 Revise goals

2.1.5 Revise savings forecast

2.1.6 True up to all portfolio components

EXHIBIT “C”

COMPENSATION
BILLING RATES

F. DETAILED AND ITEMIZED PRICING

This project will consist of I-REN implementation plan development, I-REN programs launch support, mid-cycle update advice letter, (this CPUC reporting requirement has replaced the annual budget advice letter), metrics filing and reporting, joint cooperation memo and ongoing support.

Direct costs such as materials, supplies, and travel will be billed at actual cost. Mileage will be billable at the allowable IRS rate.

Task		Subtotal Hours		Subtotal Costs		Total Hours	Total Cost
		Frontier Energy	BluePoint Planning	Frontier Energy	BluePoint Planning		
1.0: Implementation Plan Development							
	Subtotal Task 1.0	260	21	\$ 43,893	\$ 4,242	281	\$ 48,135
2.1 Annual Budget Advice Letter							
	Task 2.1	425	14	\$ 67,732	\$ 2,828	439	\$ 70,560
2.2 Metrics Filing							
	Task 2.2	896	12	\$ 132,576	\$ 2,424	908	\$ 135,000
2.3 Utility Joint Cooperation Memo							
	Task 2.3	429	48	\$ 68,543	\$ 9,696	477	\$ 78,239
2.4 Ongoing Support							
	Task 2.4	2,530	204	\$ 412,559	\$ 41,208	2,734	\$ 453,767
	Subtotal Task 2.0	4,280	278	\$ 686,410	\$ 59,156	4,558	\$ 745,566
Estimated Direct Costs				\$ 5,000	\$ 3,000		\$ 8,000
Subtotal Labor Costs		4,540	299	\$ 725,303	\$ 60,398	4,839	\$ 785,701
Total Estimated Cost (Labor and Direct)				\$ 730,303	\$ 63,398		\$ 793,701

Table 1: Frontier Energy Category Rates

Frontier Energy Category	Rate \$ Per Contract Year			
	2022	2023	2024	2025
President	300	305	310	315
Vice President	295	300	305	310
Sr. Director	295	300	305	310
Director / Principal Consultant	275	280	285	290
Sr. Manager / Engineering Manager	245	250	255	260

Manager	218	223	228	233
Sr. Engineer / Sr. Program Manager	198	203	208	213
Engineer / Program Manager	165	168	171	174
Sr. Program Consultant / Sr. Analyst	150	152	154	156
Program Consultant / Analyst	130	132	134	136
Sr. Program Coordinator / Sr. Technician	110	112	114	116
Program Coordinator / Technician	95	97	99	101
Program Associate	79	81	83	85
Administrative	75	75	75	75

Table 2: BluePoint Planning Category Rates

BluePoint Planning	Rate \$ Per Contract Year			
Category	2022	2023	2024	2025
Principal	190	198	206	214
Project Manager	175	182	189	197
Project Associate	125	130	135	141
Project Assistant	110	114	119	124



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: 2nd Quarter Draft Budget Amendment for Fiscal Year 2021/2022
Contact: Andrew Ruiz, Chief Financial Officer, aruiz@wrcog.us, (951) 405-6740
Date: March 7, 2022

Requested Action(s):

1. Approve the 2nd Quarter draft Budget Amendment for Fiscal Year 2021/2022.

Purpose:

The purpose of this item is to request approval of WRCOG's 2nd Quarter draft Budget Amendment for Fiscal Year (FY) 2021/2022.

WRCOG 2022-2027 Strategic Plan Goal:

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

Background:

HERO Legal

During FY 2020/2021, WRCOG's partner in the residential HERO Program, Renovate America, terminated its HERO product and subsequently filed for Chapter 11 Bankruptcy in December 2020, effectively ending the Program. Additionally, at the December 2020 WRCOG Executive Committee meeting, staff was directed to terminate the remaining residential PACE administration agreements with the two other companies that have partnered with WRCOG; Renew Financial and PACE Funding Group. Under the terms of the Renovate contract, WRCOG was indemnified from a wide range of legal issues. When Renovate filed for bankruptcy protections, it also stopped honoring the indemnity agreement. This effectively forced WRCOG to take on new, and previously unanticipated, litigation responsibilities and expenses. Due to this, the Program has incurred significantly more legal costs related to the Renovate bankruptcy as well as legal costs associated with existing assessments that have deemed to be fraudulent and have been paid off by WRCOG.

As the budget was being developed for FY 2021/2022, \$750k was budgeted for legal costs in the Program, which was a notable increase from the FY 2020/2021 original budget of \$100k; however, the actual expenses incurred by the end of the year eclipsed \$1 million. Staff anticipated that the increases in cases, and the associated costs, would level off and return closer to previous levels. Recent trends indicate that is still the case; however, it has not occurred as early as previously anticipated.

Expenditures incurred through December 2021 are at \$930k and staff will be recommending a budget

amendment of \$900k, for a total legal budget of \$1.65 million for FY 2021/2022 for the HERO Program. While this will be a significant increase in expenditures, staff will be able to point to two offsets for the increased expenditures.

While the HERO Program is no longer completing new projects, it still manages and receives administrative fees on the existing pool of assessments, which fund the Program. During FY 2020/2021, there was a sharp increase in early payoffs, which generated additional revenue for the Program. This potentially could be due to the market conditions, as home values have increased substantially over the past year, increasing equity along with mortgage refinance rates hitting all-time lows, and may have factored in to this significant increase of payoffs.

This trend has continued in FY 2021/2022 and the anticipated revenue was originally budgeted based on the existing payoff fees; however, the fees were increased in July 2021 in order to adequately reflect the time and cost to process payoffs and it is anticipated that revenues will exceed the budgeted amount. Staff have conservatively estimated this increase at \$250k.

Additionally, while the HERO Program was terminated in December 2020, there was one final batch of projects that were completed, but the associated WRCOG revenues were delayed as part of the litigation process. As things progressed in the case, WRCOG was able to negotiate a percentage payout of the final HERO closing. This amount totaled to \$679k and will bring additional revenue to the HERO Administration Program, but is being seen as an offset to the increased legal expenses.

Net Revenue increase to the HERO Program: \$29,548

Regional Energy Network (REN) Budget

WRCOG has been working on the development of a REN in the Inland southern California region since 2018 and has now received full approval by the California Public Utilities Commission (CPUC), including the commitment of state funds and an associated budget. WRCOG's REN is known as the Inland Regional Energy Network (I-REN) and is a partnership with the Coachella Valley Association of Governments (CVAG) and the San Bernardino Council of Governments (SBCOG). RENs are funded through the CPUC and exist to support California's energy efficiency goals to provide programs and services that Investor Owned Utilities (IOUs) are unable to implement, as well as programs and services that serve hard to reach communities. Another reason is to develop and implement programs and services that are replicable throughout California. The I-REN could be seen as a scaled-up version of WRCOG's Western Riverside Energy Partnership (WREP) Program.

I-REN will focus its activities in three distinct areas: Public Sector, Codes & Standards, and Workforce Education & Training.

1. Public Sector: I-REN will work with local government building staff to identify and implement energy efficiency projects such as indoor / outdoor lighting, water upgrades, heaters / boilers, and smart building upgrades, and will also investigate innovative projects such as microgrids / battery storage systems. Along with these resources, the Public Sector Program for I-REN will also support agencies with funding resources for project completion.
2. Codes & Standards: I-REN will work closely with local government building staff such as Planning and Building Departments to offer training / resources that will help to support, train, and enable long-term streaming of energy code compliance. Examples of resources will be online webinars /

forums on Energy Compliance, in-person trainings, and online software systems to assist with building permits for energy projects such as cool roofs, HVACs, and solar / microgrids systems.

3. **Workforce Education & Training:** I-REN will work with local community colleges, universities, County Workforce Investment Boards, union workers / contractors, and other training providers to identify energy efficiency curriculum such as HVAC, smart controls, and renewable technology to help assist the region to develop a trained workforce to support and realize energy efficiency savings goals across sectors.

RENs are funded by California utility ratepayers through the Public Goods charge levied on regular bills by IOUs, such as Southern California Edison and SoCal Gas. Those charges are then administered by the CPUC to fill the gaps in activities that IOUs cannot or do not intend to undertake. There is approximately \$600,000,000 available annually from the Public Goods charge and all funding related to I-REN will come from this source. There is no charge for WRCOG member agencies to participate in I-REN. The only exception would apply to agencies that have a municipally-owned utility. For those jurisdictions with a municipally-owned utility, participation would be limited to gas savings efforts.

The I-REN will support all of Riverside County as well as San Bernardino County. WRCOG has been taking a lead role in its development, but has partnered with CVAG and SBCOG since the inception of the Program, and will continue to work with those entities through the life of the Program. There will be some pass-through costs that will be incurred by the other Agencies that will be reimbursed through the Program with WRCOG acting as the Fiscal agent. WRCOG, CVAG, and SBCOG are collaboratively working on a Memorandum of Agreement (MOA) and a Governance & Operations Charter, which will delegate duties and responsibilities to each partner agency and establish the roles and responsibilities of the I-REN Executive Committee and sector specific working groups. These documents will be brought through the WRCOG Administration & Finance and Executive Committees for approval in the first quarter of 2022.

The budget amendment being brought forward will represent approximately half (\$5 million) of I-REN's CPUC-approved typical budget (\$10 million), as it went live in the middle of the fiscal year (January 2022). As noted, I-REN will focus its activities in three areas with respective budgets for each of those areas: Public Sector (\$3.2 million), Codes & Standards (\$1.1 million), and Workforce Education & Training (\$700k). Any unspent funds in the year can be rolled over into the following year, as long as it is within the approved budget period. More specific programmatic details are being presented under the I-REN Status and Activities Updates item in this Agenda.

Revenue increase to the Energy Department: \$5,051,019

Expenditure increase to the Energy Department: \$5,051,019

Prior Action(s):

February 17, 2022: The Technical Advisory Committee recommended that the Executive Committee approve the 2nd quarter Budget Amendment for Fiscal Year 2021/2022.

February 9, 2022: The Administration & Finance Committee recommended that the Executive Committee approve the 2nd quarter Budget Amendment for Fiscal Year 2021/2022.

January 27, 2022: The Finance Directors Committee recommended that the Executive Committee approve the 2nd quarter Budget Amendment for Fiscal Year 2021/2022.

Fiscal Impact:

For the 2nd Quarter of FY 2021/2022, there will a total increase of \$5,051,019 in revenues and expenditures due to the I-REN going live and a net increase of revenues of \$29,548.

Attachment(s):

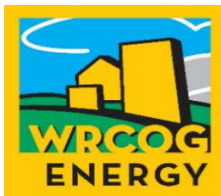
[Attachment 1 - FY 2021/2022 Q2 Budget Amendment](#)



Western Riverside Council of Governments
Q2 Budget Amendment
For the Year Ending June 30, 2022

Program: HERO Administration

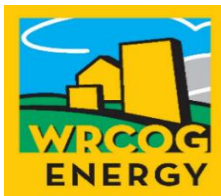
	Thru 12/31/2021 Actual	Approved 6/30/2022 Budget	Amendment Needed 12/31/2021
Revenues			
HERO Administrative Revenue	1,179,891	2,250,000	250,000
HERO Sponsor Revenue	679,548	-	679,548
Total	1,859,439	2,250,000	929,548
Expenditures			
Legal	930,820	750,000	900,000
Total net increase			29,548



**Western Riverside Council of Governments
Q2 Budget Amendment
For the Year Ending June 30, 2022**

Total REN Budget

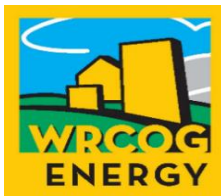
		Amendment Needed 6/30/2022
Revenues		
	REN Revenue	5,051,019
	Total Revenues	\$ 5,051,019
Expenditures		
	Wages and Benefits	Proposed 6/30/2022
	Salaries	209,500
	Benefits	70,870
	Overhead Allocation	424,860
	Staffing Reimbursement (CVAG / SBCOG)	720,270
	Total Wages, Benefits and Overhead	\$ 1,425,500
	General Operations	
	Marketing & Outreach	300,128
	Consulting Labor	2,575,391
	Direct Implementation (Incentives)	750,000
	Total General Operations	\$ 3,625,519
	Total Expenditures	\$ 5,051,019



Western Riverside Council of Governments
Q2 Budget Amendment
For the Year Ending June 30, 2022

Program: REN Public Sector

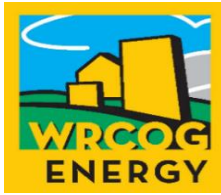
Description	Amendment Needed 6/30/2022
Revenues	
REN Revenue	3,201,318
Total Revenues	\$ 3,201,318
 Expenditures	
Wages and Benefits	Proposed 6/30/2022
Salaries	69,833
Benefits	23,623
Overhead Allocation	141,620
Staffing Reimbursement (CVAG / SBCOG)	240,090
Total Wages, Benefits and Overhead	\$ 475,167
 General Operations	
Marketing & Outreach	188,646
Consulting Labor	1,787,505
Direct Implementation (Incentives)	750,000
Total General Operations	\$ 2,726,151
 Total Expenditures and Overhead	 \$ 3,201,318



Western Riverside Council of Governments
Q2 Budget Amendment
For the Year Ending June 30, 2022

Program: REN Workforce Training

Description	Amendment Needed 6/30/2022
Revenues	
REN Revenue	1,126,648
Total Revenues	\$ 1,126,648
Expenditures	
Wages and Benefits	Proposed 6/30/2022
Salaries	69,833
Benefits	23,623
Overhead Allocation	141,620
Staffing Reimbursement (CVAG / SBCOG)	240,090
Total Wages, Benefits and Overhead	\$ 475,167
General Operations	
Marketing & Outreach	67,599
Consulting Labor	583,882
Direct Implementation (Incentives)	-
Total General Operations	\$ 651,481
Total Expenditures and Overhead	\$ 1,126,648



**Western Riverside Council of Governments
Q2 Budget Amendment
For the Year Ending June 30, 2022**

Program: REN Codes and Standards

Description	Amendment Needed 6/30/2022
Revenues	
REN Revenue	723,054
Total Revenues	\$ 723,054
Expenditures	
Wages and Benefits	Proposed 6/30/2022
Salaries	69,833
Benefits	23,623
Overhead Allocation	141,620
Staffing Reimbursement (CVAG / SBCOG)	240,090
Total Wages, Benefits and Overhead	\$ 475,167
General Operations	
Marketing & Outreach	43,883
Consulting Labor	204,004
Direct Implementation (Incentives)	-
Total General Operations	\$ 247,887
Total Expenditures and Overhead	\$ 723,054



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: WRCOG In-Person Committee Meetings
Contact: Dr. Kurt Wilson, Executive Director, kwilson@wrcog.us, (951) 405-6701
Date: March 7, 2022

Requested Action(s):

1. Provide direction to staff regarding the scheduling of in-person WRCOG Committee meetings.
-

Purpose:

The purpose of this item is to request direction regarding the scheduling of in-person WRCOG Committee meetings.

WRCOG 2022-2027 Strategic Plan Goal:

Goal #4 - Communicate proactively about the role and activities of the Council of Governments and its members.

Background:

As a result of COVID-19, the State of California enacted AB 361, which allows public agencies such as WRCOG to hold meetings remotely, subject to certain provisions. However, AB 361 does not require that public agencies hold meetings remotely.

WRCOG has received a request from several Executive Committee members to revisit the approach to in-person Committee meetings. Staff is therefore seeking direction from Executive Committee members regarding their interest in resuming in-person meetings and how best to address this issue.

Prior Action(s):

None.

Fiscal Impact:

Staffing and other ancillary costs such as elected official meeting stipends for WRCOG Committee meetings are included in WRCOG's Fiscal Year 2021/2022 Adopted Budget for the current Fiscal Year.

Attachment(s):

None.