Western Riverside Council of Governments
Executive Committee

AGENDA

Monday, July 11, 2022
2:00 PM

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

Join Zoom Meeting
Meeting ID: 819 9822 0819
Password: 071122
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 (AB) 361 (Government Code Section 54953). 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 (Crystal Ruiz, Chair)

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PUBLIC COMMENTS

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

5. CONSENT CALENDAR

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

A. Assembly Bill 361 Findings

Requested Action(s):

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

B. Summary Minutes from the June 6, 2022, Executive Committee Meeting

Requested Action(s):

1. Approve the Summary Minutes from the June 6, 2022, Executive Committee meeting.

C. Summary Minutes from the June 24, 2022, Executive Committee Meeting

Requested Action(s):

1. Approve the Summary Minutes from the June 24, 2022, Executive Committee meeting.

D. Finance Department Activities Update

Requested Action(s):

1. Receive and file.

E. WRCOG Committees and Agency Activities Update

Requested Action(s):

1. Receive and file.

F. Report out of WRCOG Representatives on Various Committees

Requested Action(s):

1. Receive and file.

G. Approval of 2022 TUMF Northwest and Pass Zones 5-Year Transportation Improvement Programs

Requested Action(s):

1. Approve the 2022 TUMF Northwest Zone 5-Year Transportation Improvement Program.
2. Approve the 2022 TUMF Pass Zone 5-Year Transportation Improvement Program.

H. Legislative Activities Update

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

I. Approval of TUMF Credit Agreement

Requested Action(s): 1. Authorize the Executive Director to execute a TUMF Credit Agreement with the County of Riverside and I10 Logistics Owner, LLC, for the Right-of-Way Phase of the Cherry Valley Boulevard Interchange Project for eligible TUMF credits not to exceed $1,072,000.

6. REPORTS / DISCUSSION

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

A. PACE Administrative and Legal Services Update

Requested Action(s): 1. Authorize the Executive Director to enter into a Professional Services Agreement with Best Best & Krieger for Administrative and Legal Services for the WRCOG PACE Programs through June 30, 2024, with no more than two options to renew or amend.

B. TUMF Nexus Study Activities Update

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

C. 2022 WRCOG Staff Service Milestone Recognitions

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

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

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

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

Crystal Ruiz, City of San Jacinto

10. REPORT FROM THE EXECUTIVE DIRECTOR

Dr. Kurt Wilson

11. ITEMS FOR FUTURE AGENDAS ~ Members

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

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)

- Case No. 37-2021-00008300-CU-MC-CTL (Carey)
- Case No. 37-2021-00014856-CU-MC-NC (Molina-Duarte)
- Case No. RIC 1904645 (Norton Rose)
- Case No. 20-2164-GW-KKx (AIG)

14. NEXT MEETING

The next Executive Committee meeting is scheduled for Monday, August 1, 2022, at 2:00 p.m., on the Zoom platform with the option for Committee members to attend in-person at WRCOG office.

15. ADJOURNMENT

Item 5.A

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: **July 11, 2022**

Requested Action(s):

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

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:
Since the onset of the COVID-19 in early 2020, California government agencies have been able to continue to discharge their legal responsibilities through the use of virtual teleconferencing platforms such as Zoom to hold public meetings that enabled agencies to meet and conduct business, comply with social distancing orders, and most importantly, provide access to the public. WRCOG has been meeting on Zoom since March of 2020, when many Executive Orders were issued by Governor Newsom in response to the pandemic. One such order altered Brown Act requirements to allow for virtual meetings.

Although transmission, hospitalization, and death rates from COVID-19 have sharply declined since the original onset of the pandemic and subsequent Delta and Omicron Variant surges, an air of uncertainty remains regarding the pandemic and many counties continue to recommend masking inside and social distancing. Given that environment and a desire to continue allowing for the flexibility of holding virtual meetings, the Legislature recently approved, and Governor Newsom signed, Assembly Bill 361 (AB 361) to temporarily allow for virtual meetings under proscribed circumstances.

AB 361 amends the Brown Act to allow local legislative bodies to continue using teleconferencing and virtual meeting technology in certain circumstances. Under the Bill, 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. Even though cases have dropped, AB 361 is expressly intended "to protect the health and safety of civil servants and the public and does not preference the experience of members of the public who might be able to attend a meeting in a physical location over members of the public who cannot travel or attend that meeting in a physical location" because of physical status.

The Governor proclaimed a State of Emergency on March 4, 2020, related to the COVID-19 pandemic, which continues to exist to this day.

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 allows the Executive Committee to implement AB 361 by making the findings discussed above. These findings 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 will also apply to any Committees that meet 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. AB 361 is scheduled to sunset January 1, 2024.

Prior Action(s):
May 2, 2022: The Executive Committee affirmed the findings of the Executive Committee in Resolution Number 01-22, adopted on April 4, 2022, which are: 1) 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 2) State or local officials have recommended measures to promote social distancing.

April 4, 2022: The Executive Committee adopted Resolution Number 01-22; A Resolution of the Executive Committee of the Western Riverside Council of Governments Authorizing Virtual Committee Meetings Pursuant to AB 361.

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

Attachment(s):
Attachment 1 - Resolution Number 01-22: AB 361 findings

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

RESOLUTION NUMBER 01-22

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. <u>Recitals</u>. 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; Supersede. 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. This Resolution supersedes Resolution Number 26-21.

Section 6. Full and Fair Access. In making the findings included herein, the Executive Committee specifically relies on Section 8(b) of Statutes 2021, c.165 (AB 361, § 3, effective September 16, 2021) which provides as follows:

(b) The Legislature finds and declares that [the changes made by AB 361 to] Section 54953 of the Government Code, all increase and potentially limit the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

(1) By removing the requirement that public meetings be conducted at a primary physical location with a quorum of members present, this act protects the health and safety of civil servants and the public and does not preference the experience of members of the public who might be able to attend a meeting in a physical location over members of the public who cannot travel or attend that meeting in a physical location.

(2) By removing the requirement for agendas to be placed at the location of each public official participating in a public meeting remotely, including from the member's private home or hotel room, this act protects the personal, private information of public officials and their families while preserving the public's right to access information concerning the conduct of the people's business.

PASSED AND ADOPTED by the Executive Committee of the Western Riverside Council of Governments on April 4, 2022.

Karen S. Spiegel

Karen Spiegel, Chair
WRCOG Executive Committee

Dr. Kurt Wilson, Secretary
WRCOG Executive Committee

Approved as to form:

Steven DeBaun
WRCOG Legal Counsel

AYES: 22 NAYS: Ø ABSENT: 2 ABSTAIN: Ø

Item 5.B

Executive Committee

Minutes

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1. CALL TO ORDER

The meeting of the WRCOG Executive Committee was called to order by Vice-Chair Crystal Ruiz at 2:01 p.m. on June 6, 2022, on the Zoom platform.

2. PLEDGE OF ALLEGIANCE

Committee member Jeff Hewitt led the Committee members and guests in the Pledge of Allegiance.

3. ROLL CALL

- City of Banning - David Happe
- City of Calimesa - Wendy Hewitt
- City of Canyon Lake - Dale Welty
- City of Corona - Jacque Casillas
- City of Eastvale - Christian Dinco
- City of Hemet - Russ Brown
- City of Jurupa Valley - Chris Barajas
- City of Lake Elsinore - Brian Tisdale
- City of Menifee - Matt Liesemeyer
- City of Moreno Valley - Edward Delgado
- City of Murrieta - Lori Stone
- City of Norco - Kevin Bash
- City of Perris - Rita Rogers
- City of San Jacinto - Crystal Ruiz (Vice-Chair)
- City of Temecula - James Stewart
- City of Wildomar - Ben Benoit
- County, District 1 - Kevin Jeffries
- County, District 2 - Karen Spiegel (Chair)*
- County, District 3 - Chuck Washington*
- County, District 5 - Jeff Hewitt
- Eastern Municipal Water District (EMWD) - Phil Paule
- Western Municipal Water District (WMWD) - Brenda Dennstedt
- WRCOG Executive Director - Dr. Kurt Wilson

*Arrived after Roll Call

4. PUBLIC COMMENTS

Chair Karen Spiegel resumed the meeting. There were no public comments.

5. CONSENT CALENDAR

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

A. Assembly Bill 361 Findings

Action:

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

B. Summary Minutes from the May 2, 2022, Executive Committee Meeting

Action:

1. Approved the Summary Minutes from the May 2, 2022, Executive Committee meeting.

C. Finance Department Activities Update

Action:

1. Received and filed.

D. WRCOG Committees and Agency Activities Update

Action:

1. Received and filed.

E. Report out of WRCOG Representatives on Various Committees

Action:

1. Received and filed.

F. SCAG Activities update

Action:

1. Received and filed.

G. Professional Services Agreements for On-Call Planning Services

This item was pulled for discussion by Committee member Wendy Hewitt, who asked about the duplication in services for the consultants, and how much was spent over the last three years, as there is inconsistency in the amounts.

Chris Gray, WRCOG Deputy Executive Director, responded that broad categories of service has been applied to the On-Call Planning bench on consultants. For example, WSP is the lead consultant on the TUMF Nexus Study (transportation planning); however, Fehr & Peers also provides transportation planning services related to traffic modeling and a travel survey. While there may be duplications of categories for each consultant, there is no duplication of work within the Scope of Services. Details of the various categories are provided in the Staff Report. With regard to the amount paid out over the past three years and the amount of the agreements being presented today, the presented amount is based upon available funding, as well as the amount of work staff anticipates each consultant to complete.

Committee member Hewitt indicated that Rick Bishop recently contacted her City indicating that he now works with National Community Renaissance of California, and expressed a concern.

Mr. Gray responded that the proposal submitted by National Community Renaissance of California did not list Mr. Bishop as a staff person. WRCOG also has the ability to specify who works on projects.

Actions:

1. Authorized the Executive Director to execute a new On-Call Professional Services Agreement between WRCOG and WSP USA, Inc., for support wo WRCOG with transportation planning, general land use and housing planning, and staff support activities and services in an amount not-to-exceed $600,000, for a term of the Agreement through June 6, 2025. Any changes to the attached draft must be approved subject to consultation by legal counsel.
2. Authorized the Executive Director to execute a new On-Call Professional Services Agreement between WRCOG and PlaceWorks, Inc., for support to WRCOG with general land use and housing planning support activities and services in an amount not-to-exceed $400,000, for a term of the Agreement through June 6, 2025. Any changes to the attached draft must be approved subject to consultation by legal counsel.
3. Authorized the Executive Director to execute a new On-Call Professional Services Agreement between WRCOG and Blais & Associates, for support to WRCOG with grant writing services in an amount not-to-exceed $400,000, for a term of the Agreement through June 6, 2025. Any changes to the attached draft must be approved subject to consultation by legal counsel.
4. Authorized the Executive Director to execute a new On-Call Professional Services Agreement between WRCOG and Fehr & Peers, for support to WRCOG with transportation planning services in an amount not-to-exceed $400,000, for a term of the Agreement through June 6, 2025. Any changes to the attached draft must be approved subject to consultation by legal counsel.
5. Authorized the Executive Director to execute a new On-Call Professional Services Agreement between WRCOG and National Community Renaissance of California, for support to WRCOG with housing and planning-related services and support activities in an amount not-to-exceed $350,000, for a term of the Agreement through June 6, 2025. Any changes to the attached draft must be approved subject to consultation by legal counsel.

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

H. Approval of One TUMF Reimbursement Agreement

Action:

1. Authorized the Executive Director to execute a TUMF Reimbursement Agreement with the City of Beaumont for the Planning Phase of the SR-60 / Potrero Blvd. Interchange Project in an amount not to exceed $250,000.

I. Approval of Professional Services Agreement with Public Financial Management for Investment Management and Advisory Services

This item was pulled for discussion by Committee member Hewitt, who asked for further clarification on basis points.

Andrew Ruiz, WRCOG Chief Financial Officer, responded that basis points are a certain percentage of the total portfolio being managed.

Action:

1. Approved a Professional Services Agreement with Public Financial Management to provide investment management and advisory services for WRCOG starting with Fiscal Year 2022/2023, through Fiscal Year 2024/2025, with an option for the Executive Director to extend services for an additional two fiscal years.

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

J. Legislative Activities Update

Action:

1. Received and filed.

K. Approval of Fiscal Year 2022/2023 Agency Salary Schedule

Action:

1. Adopted Resolution Number 19-22; A Resolution of the Executive Committee of the Western Riverside Council of Governments adopting the Fiscal Year 2022/2023 publicly available salary schedule effective July 1, 2022, through June 30, 2023, as required by the California Public Employee's Retirement System.

L. Annual Used Oil Payment Program Authorization - Cycle 13

Action:

1. Adopted Resolution Number 18-22; A Resolution of the Executive Committee of the Western Riverside Council of Governments to support Regional Application - Used Oil Payment Program -

13.

M. Letter of Support - Local Assistance for Organic Waste Recycling Program Development and Implementation

Action:

1. Authorized the Executive Director to sign the Letter of Support and send to Senator Nancy Skinner, Chair of Senate Budget and Fiscal Review Committee, and Assembly member Phil Ting, Chair of Assembly Budget Committee.

N. Update from the California State Association of Counties

Action:

1. Receive and file.

O. Approval of a Restated WRCOG Executive Director Contract

Action:

1. Approved the restated Executive Director Employment Contract to provide the accrual of 12 hours of annual leave per pay period.

6. REPORTS / DISCUSSION

A. Cal Cities Activities Update

Erin Sasse, Regional Public Affairs Manager, Cal Cities, reported that the State Budget surplus is now projected to be $100 Billion. Cal Cities has formally requested $500M for a housing and economic development program, $933.5M for unfunded mandates, and $180M for organic waste recycling assistance. Cal Cities encourages local jurisdictions to continue talking to their local legislative representatives on these matters.

AB 1737 (Holden) would implement a series of holding and inspection requirements by the cities for children camps.

Cal Cities is sponsoring AB 1985 (Rivas), which would create an online database of organic waste products to allow local governments to connect with local farmers and community members who are seeking product.

Cal Cities opposes AB 2011 (Wicks), which is a very big priority bill that would require all cities to ministerially approve, without conditions or discretion, certain affordable housing and mixed use development in areas that includes retail, parking, and office space, regardless of what the General Plan indicates. Cal Cities is asking local jurisdictions to send letters to the Senate.

Cal Cities also opposes AB 2237 (Friedman), which would dictate that any project funded with local tax measure dollars must align with the State's Sustainable Communities Strategies and meet the State's climate goals.

Action:

1. Received and filed.

B. Nominations for Executive Committee Chair, Vice-Chair, and 2nd Vice-Chair Positions for Fiscal Year 2022/2023

Dr. Kurt Wilson, WRCOG Executive Director, reported that the General Assembly will be asked to approve a list of recommended individuals for leadership positions on June 23, 2022. The Administration & Finance Committee has provided a slate of individuals recommended for leadership positions.

Action:

1. Recommended the approval of Crystal Ruiz, City of San Jacinto, as Chair; Chris Barajas, City of Jurupa Valley, as Vice-Chair; and Rita Rogers, City of Perris, as 2nd Vice-Chair for Fiscal Year 2022/2023.

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

C. Request to Authorize Annual Levy Assessments related to PACE Programs

Casey Dailey, WRCOG Director of Energy & Environmental Programs, reported that while there are no new assessments being issued, there are still active assessments that continue to be serviced by WRCOG. On an annual basis, WRCOG is required to adopt resolutions authorizing the placement of assessments on a tax roll for the upcoming year.

Actions:

1. Adopted Resolution Number 02-22; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in various counties.
2. Adopted Resolution Number 03-22; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Amador County.
3. Adopted Resolution Number 04-22; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Butte County and certifying to Butte County the validity of the legal process used to lace direct charges on the secured tax roll.
4. Adopted Resolution Number 05-22; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Glenn County.
5. Adopted Resolution Number 06-22; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Humboldt County.
6. Adopted Resolution Number 07-22; A Resolution of the Executive Committee of the Western

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

7. Adopted Resolution Number 08-22; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Madera County.
8. Adopted Resolution Number 09-22; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Mendocino County.
9. Adopted Resolution Number 10-22; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Merced County.
10. Adopted Resolution Number 11-22; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Monterey County.
11. Adopted Resolution Number 12-22; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Nevada County.
12. Adopted Resolution Number 13-22; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in San Mateo County.
13. Adopted Resolution Number 14-22; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Sutter County and certifying to Sutter County the validity of the legal process used to place direct charges on the secured tax roll.
14. Adopted Resolution Number 15-22; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Ventura County.
15. Adopted Resolution Number 16-22; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Yolo County.
16. Adopted Resolution Number 17-22; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Yuba County.

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

C. Fiscal Year 2022/2023 Agency Draft Budget

Dr. Kurt Wilson, WRCOG Executive Director, reported that the presented budget has been vetted through WRCOG's Committee structure. The Transportation & Planning Department notes a sizeable gap between revenues and expenditures; this is due to the difference in TUMF revenues collected over a long period of time because of the timeframe to complete projects. Currently, TUMF is collecting more than it is paying out in projects.

Dr. Wilson shared projects underway for each department, and noted how they align with the goals of the Strategic Plan. One change in the budget document content is that staff will be budgeting by fund, versus by program. Overall, staff are presenting a balanced budget that includes closure of four program, the removal of three positions, and the addition of two new positions. The Inland Regional Energy Network is anticipated to fully launch this upcoming year, there will be no change to the Fellowship Program funding percentages, and there is an unallocated labor increase of 4.5%, which is subject to change based on the Classification and Compensation Study.

Action:

1. Recommended that the General Assembly approve the draft Fiscal Year 2022/2023 Agency Budget.

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

7. REPORT FROM THE TECHNICAL ADVISORY COMMITTEE CHAIR

Technical Advisory Committee (TAC) Chair Jeff Van Wagenen reported that the TAC recently received a presentation on the Agency Budget presented today, as well as a presentation on the Santa Ana Municipal Separate Storm Sewer System Permit Program.

8. REPORT FROM COMMITTEE REPRESENTATIVES

Committee member Ted Hoffman, SAWPA OWOW representative, reported that in May, the SAWPA Commission approved an amendment to the Middle Santa Ana River Watershed Task Force Agreement that is now extended to June 2027. Under the Agreement, bacterial indicators will be checked. Stakeholders in this Watershed include the Counties of Riverside and San Bernardino, and the Cities of Chino, Chino Hills, Claremont, Corona, Eastvale, Fontana, Jurupa Valley, Montclair, Norco, Ontario, Pomona, Rancho Cucamonga, Rialto, Riverside, and Upland, as well as agricultural operators within the Chino Basin, the waste master agricultural, and the University of California, Riverside.

Committee member Ben Benoit, South Coast AQMD representative for cities in Riverside County, reported that the AQMD Board is threatening to sue the federal government due to its inaction on AQMD's Air Quality Mitigation Plan (AQMP) of 2016. The Board is in the process of creating a new AQMP that is scheduled for release later this year.

9. REPORT FROM THE EXECUTIVE COMMITTEE CHAIR

Chair Spiegel thanked Dr. Wilson for his work leading up to General Assembly.

10. REPORT FROM THE EXECUTIVE DIRECTOR

Dr. Wilson reported that the Commercial PACE Program is doing well. Staff will be sending out email confirmations on room and meal choices later this week. Dr. Wilson thanked members for participating in the General Assembly filming.

11. ITEMS FOR FUTURE AGENDAS

There were no items for future agendas.

12. GENERAL ANNOUNCEMENTS

There were no general announcements.

13. CLOSED SESSION

Steve DeBaun, WRCOG Legal Counsel, announced that there are four closed session matters regarding existing litigation, and one closed session matter related to a claim WRCOG received on behalf of John B. Koch.

- CONFERENCE WITH LEGAL COUNSEL - Existing initiation of litigation pursuant to Government Code Section 54956.9(d)(1).
    - Case Numbers: 6:21-12821, 6:21-12821-SY (U.S. Bankruptcy Court, Central Division)
- CONFERENCE WITH LEGAL COUNSEL - Existing initiation of litigation pursuant to Government Code Section 54956.9(d)(1).
    - Irma Lopez Aguirre v. Western Riverside Council of Governments, et al., Case No. 30-2020-01153725-CU-BT-CJC (Orange County Superior Court)
    - Maria Castillo v. Western Riverside Council of Governments, et al., Case No. 30-2020-01142779-CU-BT-CJC (Orange County Superior Court)
    - Linda Logan v. Western Riverside Council of Governments, et al., Case No. 37-2022-00003295-CU-MC-NC (San Diego County Superior Court)
- CONFERENCE WITH LEGAL COUNSEL - Anticipated litigation Significant exposure to litigation pursuant to Government Code Section 54956.9(2)(d): 1 Case

There were no reportable actions.

14. NEXT MEETING

The next Executive Committee meeting is scheduled for Monday, June 24, 2022, at 10:00 a.m., at Pechanga Resort Casino, Eagle's View Ballroom, 45000 Pechanga Parkway, Temecula, CA 92592.

15. ADJOURNMENT

The meeting was adjourned at 3:38 p.m.

Executive Committee

Minutes

1. CALL TO ORDER

The meeting of the WRCOG Executive Committee was called to order by Chair Crystal Ruiz at 10:02 a.m. on June 24, 2022, at the Pechanga Resort Casino, Eagle's View Ballroom.

2. PLEDGE OF ALLEGIANCE

Committee member Chris Barajas led the Committee members and guests in the Pledge of Allegiance.

3. ROLL CALL

- City of Beaumont - Mike Lara*
- City of Calimesa - Wendy Hewitt
- City of Canyon Lake - Dale Welty
- City of Corona - Jacque Casillas
- City of Eastvale - Christian Dinco
- City of Hemet - Russ Brown
- City of Jurupa Valley - Chris Barajas
- City of Lake Elsinore - Brian Tisdale
- City of Moreno Valley - Edward Delgado
- City of Murrieta - Lori Stone
- City of Norco - Kevin Bash
- City of Perris - Rita Rogers
- City of Riverside - Ronaldo Fierro
- City of San Jacinto - Crystal Ruiz (Chair)
- City of Temecula - James Stewart
- County, District 2 - Karen Spiegel
- County, District 5 - Jeff Hewitt
- Eastern Municipal Water District (EMWD) - Phil Paule
- Western Municipal Water District (WMWD) - Brenda Dennstedt
- WRCOG Executive Director - Dr. Kurt Wilson

*Arrived after Roll Call

4. PUBLIC COMMENTS

There were no public comments.

5. REPORTS / DISCUSSION

A. Operational Review of the Finance Department

Andy Green, Senior Associate, Citygate Associates, reported that he has completed his assessment of the current operational structure of the Finance Department. While the Department has 12 policies in place, they were incomplete and/or ambiguous. A high turnover rate cause issues with developing long-term strategies. The transition from one payroll software to another was unsuccessful and caused problems. The Department needs to be more involved in reviewing grants.

An Action Plan was prepared which includes nine findings and 21 recommendations.

Committee members discussed the findings and expressed concern.

Dr. Kurt Wilson, WRCOG Executive Director, assured the Committee that processes have been put in place to provide a path moving forward for Departmental success.

Action:

1. Received and filed.

B. Update on Implementation of the 2022-2027 WRCOG Strategic Plan

Dr. Kurt Wilson, WRCOG Executive Director, reported that the Strategic Plan was adopted on January 12, 2022, at a joint meeting of the Technical Advisory Committee and Executive Committee. An update was provided on each goal.

#1 - Serve as an advocate for the subregion: WRCOG receives regular updates from outside groups such as Cal Cities and the California State Association of Counties. WRCOG has not conducted any significant lobbying activities, therefore, this goal is currently a matter of "awareness."

#2 - Identify and help secure grants: WRCOG prepares and distributes biweekly reports on available grants to its member jurisdictions. WRCOG has prepared four grant applications for member agencies, and is utilizing REAP grant funding to provide direct planning assistance to member agencies.

#3 - Ensure fiscal solvency and stability of WRCOG: WRCOG's annual budget has been reformatted to focus on funds instead of programs for greater transparency, and an outside consultant has completed a review of the Fiscal Department operations. WRCOG has commenced a Fiscal Sustainability Study and the website has been updated to provide all financial documents.

#4 - Communicate proactively: WRCOG meets regularly with its partner agencies, such as RCTC, RTA, and SCAG, to discuss issues of regional significance. Staff also participates in the regional Water Task Force.

#5 - Develop projects and programs that improve infrastructure: The TUMF Program is a key component of this goal. WRCOG is finalizing the Regional Smart Cities / Broadband Study, and the Resilient IE Grant is complete. WRCOG continues to work with Riverside County Flood Control on the Love Your Neighborhood Initiative

#6 - Develop and implement programs that support resilience: WRCOG is actively working on the I-REN, and plans to hire an analyst to work on this Program exclusively. All I-REN partner agencies (WRCOG, CVAG, and SBCOG) are actively working on Program implementation agreements. WRCOG oversees the Clean Cities Program and will be hiring a Program Manager to oversee this Program. WRCOG hired a Program Manger to oversee the Solid Waste and Recycling Program, and also hired a consultant to perform planning studies related to Organics and Edible Food Recovery capacity compliance for the purposes of SB 1383.

<u>#7- Provide a safe and inclusive environment that values employees</u>: WRCOG is completing a comprehensive classification and compensation study. Funding for any salary adjustments have been included in the budget. A staff-wide training program has been implemented, and staff are preparing detailed departmental work plans for future performance reviews.

Committee member Jacque Casillas requested a quarterly update.

<u>Action</u>:

1. Received and filed.

C. Travel Behavior Analysis (Trip Origin-Destination Assessment)

Chris Gray, WRCOG Deputy Executive Director, reported that staff commenced a travel behavior analysis, via an origin-destination assessment utilizing big data and various commuting data sources such as Streetlight Data Platform, which tracks data points from smart phones and navigation devices in connected cars and trucks. This technology uses cell phone locational data to track trips based on travel patterns of persons with cell phones.

In 2019 and 2021, 100 million trips were recorded, and each trip record is a two-way trip. Trip distributions and percentages were remarkably similar pre- and post-COVID. Overall, the number of trips went down between 2019 and 2021.

The analysis found that approximately 90% of all trips recorded in the WRCOG region started and ended in the WRCOG subregion; only 10% of the trips had either an origin or a destination outside of the WRCOG subregion. Also, a majority of the trips were non-work trips. It is very common for residents of the WRCOG subregion to live in one community and work in another. The City of Riverside has the highest percentage of individuals who live and work in the same community.

Almost 50% of trips are not related to work; jurisdictions can encourage its residents to consider the concept of “Complete Communities” in which they live, work, shop, and eat in their community.

The TUMF Program was created to address regional congestion issues, and as residents regularly travel from one community to another, the TUMF Program continues to support the region's growth. Land-use decisions have a regional impact, and this Study demonstrates that congestion is a regional issue and there is a need to continue collaborative efforts to address it as has been the practice for over the past 20 years.

Mr. Gray distributed graphs that provided detailed information for each member jurisdiction, as well as the subregion as a whole.

<u>Action</u>:

1. Received and filed.

D. 2022 General Assembly Debrief and 2023 General Assembly Pre-Planning

Dr. Kurt Wilson, WRCOG Executive Director, reported that staff will be finalizing billing and vendor invoices next week, and send out thank you notes to sponsors and members. If anyone is interested in participating in an ad hoc committee, please inform the Chair.

Committee members mentioned an issue with the audio during the interview, and indicated that the dinner was supposed to have mashed sweet potatoes, not regular mashed potatoes, and expressed the following for consideration next year:

1. Start event planning earlier in the year.
2. The desire to have entertainment at the post-event reception (DJ and/or Karaoke).
3. An ad hoc committee of elected officials to participate in the planning.

Action:

1. Received and filed.

6. REPORT FROM THE EXECUTIVE COMMITTEE CHAIR

Chair Ruiz thanked staff for their hard work in preparing for General Assembly.

Past Chair Karen Spiegel thanked the new leadership for volunteering for those positions.

7. REPORT FROM THE EXECUTIVE DIRECTOR

Dr. Wilson indicated that he would pass his thanks on to staff on behalf of the Committee members, and encouraged the Committee members to reach out to staff directly. If anyone is interested in sitting on the Administration & Finance Committee, please contact Chair Ruiz.

8. ITEMS FOR FUTURE AGENDAS

There were no items for future agendas.

9. GENERAL ANNOUNCEMENTS

Committee member Brian Tisdale thanked past Chair Karen Spiegel for her work over the past year.

10. NEXT MEETING

The next Executive Committee meeting is scheduled for Monday, July 11, 2022, at 2:00 p.m., on the Zoom platform with an option for Committee members to attend in person at the WRCOG office.

11. ADJOURNMENT

The meeting was adjourned at 11:25 a.m.

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: July 11, 2022

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

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

WRCOG 2022-2027 Strategic Plan Goal:
Goal #3 - Ensure fiscal solvency and stability of the Western Riverside Council of Governments.

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

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

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.

Financial Report Summary Through April 2022

The Agency's Financial Report summary through April 2022, a monthly overview of WRCOG's financial statements in the form of combined Agency revenues and costs, is provided as Attachment 1. Please note that the Financial Summary Report will be undergoing a complete change in the coming months, with more detail, in alignment with strategic plan goal #3.

Prior Action(s):
June 8, 2022: The Administration & Finance Committee received and filed.

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

<u>Attachment(s)</u>:
Attachment 1 - April 2022 Financials

Western Riverside Council of Governments
Budget to Actuals
For Month Ending April 30, 2022

Total Agency

	Approved Budget 6/30/2022	Actual Thru 4/30/2022	Remaining Budget 6/30/2022
Revenues			
Member Dues	286,640	294,410	(7,770)
Interest Revenue - Other	17,500	2,843	14,657
Overhead Transfer In	2,000,000	1,617,949	382,051
TUMF Commercial	4,800,000	913,362	3,886,638
TUMF Retail	4,800,000	3,382,732	1,417,268
TUMF Industrial	7,680,000	10,201,525	(2,521,525)
TUMF Single Family	19,200,000	37,992,325	(18,792,325)
TUMF Multi Family	9,600,000	3,934,955	5,665,045
TUMF Commerical - Admin Fee	200,000	38,057	161,943
TUMF Retail - Admin Fee	200,000	140,947	59,053
TUMF Industrial - Admin Fee	320,000	425,064	(105,064)
TUMF Single Family - Admin Fee	800,000	1,583,014	(783,014)
TUMF Multi-Family - Admin	400,000	163,956	236,044
Grant Revenue	1,663,000	579,265	1,083,735
LTF Revenue	750,000	866,250	(116,250)
RIVTAM	50,000	40,300	9,700
Fellowship Revenue	100,000	200,000	(100,000)
HERO Admin Revenue	3,179,548	2,071,790	1,107,758
Clean Cities Revenue	240,000	253,767	(13,767)
Solid Waste Revenue	112,970	160,202	(47,232)
Used Oil Grants	168,023	168,023	-
Gas Co. Prtnrshp Revenue	108,400	78,823	29,577
Regional Streetlights Revenue	211,725	133,498	78,227
PACE Commercial Sponsor Revenue	400,000	279,973	120,027
Total Revenues	**$ 58,598,569**	**$ 65,612,191**	**$ (7,013,622)**
Expenses			
Salaries & Wages - Fulltime	2,745,899	1,985,817	760,082
Fringe Benefits	1,319,884	900,408	419,476
Overhead Allocation	1,682,458	1,402,048	280,410
General Legal Services	1,868,100	1,595,668	272,432
Audit Svcs - Professional Fees	35,000	30,125	4,875
Bank Fees	33,885	50,652	(16,767)
Commissioners Per Diem	57,500	37,700	19,800
Parking Cost	20,000	19,732	268
Office Lease	350,000	276,890	73,110
Fuel Expense	1,500	123	1,377
Parking Validations	15,450	3,579	11,871
Staff Recognition	1,000	423	577
Coffee and Supplies	3,000	2,394	606
Event Support	95,737	53,937	41,799
Meeting Support Services	5,250	362	4,888
Program/Office Supplies	13,700	16,864	(3,164)
Misc. Office Equipment	1,000	873	127
Supplies/Materials	33,540	23,923	9,617
Computer Equipment/Supplies	2,000	5,186	(3,186)
Computer Software	102,000	69,005	32,995
Rent/Lease Equipment	15,000	8,674	6,326
Membership Dues	31,750	17,110	14,640
Subscriptions/Publications	4,250	8,043	(3,793)
Postage	5,350	4,617	733

Western Riverside Council of Governments
Budget to Actuals
For Month Ending April 30, 2022

	Approved Budget 6/30/2022	Actual Thru 4/30/2022	Remaining Budget 6/30/2022
Total Agency			
Other Household Expenses	3,250	1,550	1,700
Storage	5,000	4,993	7
Recording Fee	10,000	16,322	(6,322)
Printing Services	4,000	1,272	2,728
Computer Hardware	16,500	3,542	12,958
Communications - Regular Phone	16,000	16,627	(627)
Communications - Cellular Phones	13,500	11,182	2,318
Communications - Computer Services	53,000	22,976	30,024
Equipment Maintenance	10,500	7,168	3,332
Insurance - Errors & Omissions	15,000	9,335	5,665
Insurance - Gen/Busi Liab/Auto	99,500	70,869	28,631
WRCOG Auto Insurance	4,500	2,802	1,698
TUMF Project Reimbursement	46,080,000	9,494,618	36,585,382
Seminars/Conferences	9,650	6,523	3,127
Travel - Mileage Reimbursement	9,500	3,608	5,892
Travel - Ground Transportation	2,300	1,061	1,239
Travel - Airfare	4,250	2,718	1,532
Lodging	3,800	2,401	1,399
Meals	7,400	3,784	3,616
Other Incidentals	5,000	3,624	1,376
Training	7,500	3,985	3,515
Consulting Labor	2,924,616	1,386,956	1,537,660
Total Expenses	**$ 57,513,228**	**$ 17,834,092**	**$ 40,720,891**

Item 5.E

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: July 11, 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 June 2022.

Prior Action(s):
June 6, 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 - June 2022 Meeting Recaps

Western Riverside Council of Governments
Executive Committee and Supporting Foundation
Meetings Recap
June 6, 2022

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

Agenda Packet: https://wrcog.us/DocumentCenter/View/9436/ec0622

PowerPoint Presentation: https://wrcog.us/DocumentCenter/View/9448/ec0622pp

WRCOG Supporting Foundation

- For FY 2021/2022, the General Assembly's budget will be placed under the WRCOG Supporting Foundation. A budget was adopted in May with anticipated revenues of $339,000 against expenditures of $321,000.
- The Supporting Foundation has billed for approximately $280,000 in revenues and incurred $189,000 in expenditures as of June 6, 2022.
- The Supporting Foundation Board of Directors approved a resolution removing the requirement that the Supporting Foundation annual meeting be held in conjunction with the June WRCOG Executive Committee meeting.
- The next Supporting Foundation annual meeting is scheduled for May 1, 2023.

Professional Services Agreements for On-Call Planning Services

- The Executive Committee authorized the Executive Director to enter into the following Professional Services Agreements:
  - With WSP in the amount of $600,000 for transportation planning, general land use planning and staff support service.
  - With PlaceWorks in the amount of $400,000 for general land use and housing planning.
  - With Blais & Associates in the amount of $400,000 for grant writing services.
  - With Fehr & Peers in the amount of $400,000 for transportation planning.
  - With National Community Renaissance of California in the amount of $350,000 for housing and planning-related services.

Approval of Professional Services Agreement with Public Financial Management for Investment Management and Advisory Services

- WRCOG released an RFP for investment advisory services after being with its current investment advisor, Public Financial Management (PFM), for five years.
- The RFP received three bids, and all three firms were interviewed, including PFM.
- The Executive Committee approved a Professional Services Agreement for PFM to continue as the Agency's investment management and advisory firm. PFM demonstrated that it continues to provide high-quality service at a reasonable rate, compared to others.

Cal Cities Activities Update

- Erin Sasse, California League of Cities, provided an update regarding legislative items of interest to the WRCOG Executive Committee.

- The State Budget surplus is now projected to be $100 Billion. Cal Cities has formally requested funds for economic development, unfunded mandates, and organic recycling assistance.
- Cal Cities has taken positions in opposition to AB 2011 and AB 2237.

Nominations for Executive Committee Chair, Vice-Chair, and 2nd Vice-Chair Positions for Fiscal Year 2022/2023

- The Executive Committee recommended approval of Crystal Ruiz, City of San Jacinto as Chair, Chris Barajas, City of Jurupa Valley as Vice-Chair, and Rita Rogers, City of Perris, as Second Vice-Chair by the WRCOG General Assembly on June 23, 2022.

Request to Authorize Annual Levy Assessments related to PACE Programs

- The Executive Committee adopted Resolutions Numbers 02-22, 03-22, 04-22, 05-22, 06-22, 07-22, 08-22, 09-22, 10-22, 11-22, 12-22, 13-22, 14-22, 15-22, 16-22, and 17-22 for the imposition of PACE levies.

Fiscal Year 2022/2023 Agency Draft Budget

- WRCOG's FY 2022/2023 budget document has been completed. This document is a major change in layout from prior budgets and provides greater visibility and context to the Agency's financial position.
- Overall, WRCOG is anticipating $75 million in revenues against $46 million in expenditures. The difference in revenues and expenditures is primarily due to the difference in TUMF revenues collected compared to anticipated TUMF project reimbursement expenses anticipated to be paid out in the following year. Currently, TUMF is collecting more than it is paying out in projects.
- Regarding major changes, four programs were closed, three positions were removed, and two new positions were added.
- The I-REN is anticipated to fully launch this upcoming year.
- There will be no change to the Fellowship Program funding percentages.
- There is an unallocated labor increase of 4.5%, which is subject to change based on the Classification and Compensation Study.

Next Meeting

The next Executive Committee meeting is scheduled for Friday, June 24, 2022, at 10:00 a.m., at Pechanga Resort Casino, Eagle's View Ballroom, 45000 Pechanga Parkway, Temecula, CA 92592.

Western Riverside Council of Governments
Administration & Finance Committee
Meeting Recap
June 8, 2022

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

Agenda Packet: https://wrcog.us/DocumentCenter/View/9437/af0622

PowerPoint Presentation: https://wrcog.us/DocumentCenter/View/9442/af0622

I-REN Partner Program and Operational Agreements

- WRCOG, CVAG, and SANBAG have developed a Memorandum of Agreement (MOA) which identifies the CPUC-approved budget for each sector, authorizes a new Brown Act I-REN Executive Committee to approve all contracts and agreements, and authorizes WRCOG as Administrative Lead COG the authority to serve as administrator for all invoicing, contracts, and agreements.
- WRCOG, CVAG, and SANBAG also developed a Governance & Operations Charter as an attachment to the MOA which establishes how the formation of the I-REN Executive Committee can be formed, how often it meets, its responsibilities, how the votes of the I-REN Executive Committee members are valued, and the responsibilities of I-REN's member COGs and their respective staff.
- A Program Agreement is being finalized between the I-REN member COGs, SoCal Gas, and SCE, and defines how I-REN funds are transferred from one agency to the other, naming SoCal Gas as the fiscal agent. The Program Agreement describes the roles of the Administrative Lead COG and the IOUs, and the deliverables expected of them including invoicing, reporting, and regulatory filing.

Potential Amendment to the Beaumont Settlement Agreement

- In 2017, the City of Beaumont and WRCOG entered into an agreement to settle a long-standing dispute related to the collection of TUMF.
- This agreement includes a provision which required the City of Beaumont to provide a portion of the Measure A funds which it receives on an annual basis to WRCOG. The total amount of funds to be provided is $9.4M. These payments are schedule to occur in 2022 and would occur until the full repayment.
- The City of Beaumont has inquired if WRCOG has considered a lump sum payment in lieu of annual payments.
- The Administration & Finance Committee authorized the Executive Director to begin negotiations with the City of Beaumont to determine if a lump sum payment amount can be negotiated.
- Any proposed lump sum payment amount would be brought to the Administration & Finance Committee and Executive Committee for final approval.

Next Meeting

The next Administration & Finance Committee meeting is scheduled for Wednesday, July 13, 2022, at 12:00 p.m., on the Zoom platform with an option to attend in-person.

Western Riverside Council of Governments
Planning Directors Committee
Meeting Recap
June 9, 2022

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

Agenda Packet: https://wrcog.us/DocumentCenter/View/9439/pdc0622

PowerPoint Presentation: https://wrcog.us/DocumentCenter/View/9444/pdc0622pp

Presentation on the Housing Accountability Act by the City of Murrieta

- David Chantarangsu, City of Murrieta Development Services Director, presented on how the Housing Accountability Act (HAA) (SB 167, AB 678, AB 1515) and Housing Crisis Act (HCA) (SB 330, SB 8) apply to the City with project review.
- For HAA, objective standards are key when reviewing project and rendering a decision. Financial and legal implications may be a factor if not followed.
- If an HCA Pre-Application was submitted and accepted, a project locks in its fees and standards prior to formal submittal. The Project would have shortened review periods under the Permit Streamlining Act that would begin prior to CEQA and follow CEQA review periods.

Effects of SB 9 on TUMF Calculations

- The fee calculated for the TUMF is not changed by SB 9; it's just more complicated depending on the type and amount of development proposed.
- Additional information with details about SB 9, lot configurations, and more will be provided through a SB 9 Toolkit that is being developed for use by member jurisdictions.

Applicability of SB 330 to TUMF

- An overview of SB 330 and SB 8, also known as the Housing Crisis Act of 2019, includes provisions that freeze development impact fees for residential projects.
- The TUMF fee is subject to the requirements of SB 330 and is not exempt from the requirements since the fee is not increased based on an annual adjustment.
- For residential projects, the fee due is based on when the completed preliminary application is submitted to the local agency; unlike non-residential projects where the fee collected is still based on when the TUMF payment application is submitted. Additional information will need to be collected from the local agency to verify the date the complete preliminary application is submitted.

Draft Objective Design Standards Toolkit

- WRCOG staff introduced the Objective Design Standards Toolkit, asking for Committee members to provide comments and feedback by July 1, 2022.
- A summary was provided on the Objective Design Standards Toolkit, including recent housing law, site planning standards, landscape standards, building design standards and architectural style standards.
- Some examples of architectural style standards included in the presentation included Spanish Revival, Craftsman, Tuscan, East Coast Traditional, Farmhouse, Modern, and Western.

Legislative Activities Update

- The following bills were highlighted:
  - SB 930: “Housing Accountability Act” protects the development rights for very low-income housing projects.
  - AB 2011: “High Road Jobs Act of 2022” streamlined ministerial review process for a multi-family project that will meet specific labor standards.
  - AB 2053: The “Social Housing Act” establishes the California Housing Authority.
  - AB 2186: establishes the Housing Cost Reduction Incentive Program.
  - AB 2339: establishes new standards for the placement of emergency shelters.

Next Meeting

The next Planning Directors Committee meeting is scheduled for Thursday, July 14, 2022, at 9:30 a.m., on the Zoom platform with the option for Committee members to attend in-person.

Western Riverside Council of Governments
Public Works Committee
Meeting Recap
June 9, 2022

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

Agenda Packet: https://wrcog.us/DocumentCenter/View/9440/pwc0622

PowerPoint Presentation: https://wrcog.us/DocumentCenter/View/9445/pwc0622pp

Big Data Utilization by the City of Temecula

- Nick Minicilli, Senior Traffic Engineer at the City of Temecula, provided a presentation on how the City has utilized big data.
- The City has utilized big data for signal timing coordination at approximately 40 intersections that has assisted with providing efficiencies in scheduling and cost, as well as provided robust data for the City to utilize.
- The City has also utilized big data for Citywide Average Daily Traffic counts, traffic studies, and small-scale traffic inquiries, such as speed complaints, cut through analysis, warrant analyses, and for signing and striping projects.

Update from RCTC

- Jillian Guizado, Planning and Programming Director at RCTC, provided an update on agency activities. Transportation investments in Riverside County continue with $877 million worth of projects, with $125 million for 248 local street / road projects, $15.6 million for 20 active transportation projects, and funding for seven local bus systems and 15 specialized transit services.
- RCTC continues its project development on projects, such as interchange improvements, express lanes, corridor operations and active transportation.
- RCTC also continues with its role as managing agency for the Western Riverside County Regional Conservation Authority.
- RCTC will continue to work closely with the jurisdictions on transportation issues of mutual concern, fight for the subregion's fair share of funds, and assist the communities.

Smart Streetlight Implementation Plan and Broadband Assessment

- Staff provided the findings of the Smart Streetlight Implementation Plan & Broadband Assessment. The result is a strategy that is completely scalable, can be applied to the wide range of community contexts in WRCOG's member jurisdictions, and can be used by WRCOG or its individual member agencies.
- The Smart Streetlight Implementation Plan was developed in a multi-step process, including an agency readiness survey and stakeholder engagement, peer review and smart city research, technology review, procurement strategies review, and an implementation strategy. The implementation strategy is a three-phase process: 1) Assessment, 2) Test, and 3) Expand. In Phase 1, an agency assessment, needs assessment, and a technology assessment will need take place to inform the planning and implementation of a smart streetlight / smart city program. In Phase 2, a test / pilot project is recommended as it allows agencies to see the real-world implications of a technology at a minimal investment, and allows for cost-benefit analysis prior to full scale deployment. Finally, Phase 3 activities include identifying procurement strategies and funding mechanisms, and deploying the project at full-scale.

- Broadband is a key requirement for smart cities. The Broadband Assessment was included in the Smart Streetlight Implementation Plan at the request of one of WRCOG's member agencies. This document summarizes the stakeholder engagement and broadband programs' research conducted on the County of Riverside's RIVCO Connect, the Inland Empire Regional Broadband Consortium (IERBC), the City of Loma Linda's Connected Communities Program (LLCCP), the City of Rancho Cucamonga's "Rancho Fiber" municipal broadband program, and the South Bay Cities COG "South Bay Fiber Network." Following the completion of the Broadband Assessment, staff have identified potential activities that WRCOG can take to support broadband development and implementation in Western Riverside County.

Next Meeting

The next Public Works Committee meeting is scheduled for Thursday, July 14, 2022, at 2:00 p.m., on the Zoom platform with the option for Committee members to attend in-person at WRCOG office.

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: **July 11, 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 has yet to be scheduled.

SANDAG Borders Committee (Crystal Ruiz)

The SANDAG Borders Committee met on June 24, 2022. Highlights from the meeting include:

1. California – Baja California Border Crossing and Trade Statistics Story map and Data tool.
2. State of Baja California Strategic Mobility Projects.

The next SANDAG Borders Committee meeting is scheduled for July 22, 2022.

SAWPA OWOW Steering Committee (Ted Hoffman)

The next SAWPA OWOW Steering Committee meeting is scheduled for July 28, 2022.

Prior Action(s):
June 6, 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 Borders Committee agenda 062422

Joint Meeting of the Borders Committee and the Committee on Binational Regional Opportunities with the Municipalities and State Government of Baja California

Friday, June 24, 2022
12:30 p.m.

MEETING ANNOUNCEMENT AMIDST COVID-19 PANDEMIC:

The Borders Committee meeting scheduled for Friday, June 24, 2022, will be conducted virtually in accordance with AB 361. Borders Committee members will 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://us06web.zoom.us/j/82269900663

Webinar ID: 822 6990 0663

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://us06web.zoom.us/u/kcwhT5UDFf

SANDAG relies on commercial technology to broadcast the meeting via Zoom. 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.

Members of the public may speak to 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.

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 June 24 Borders Committee meeting, meeting in your subject line and identify the item number(s) to which your comments pertain). Comments received by 4 p.m. on Thursday, June 23, 2022, 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.

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. A physical copy of this agenda may be viewed at the SANDAG Toll Operations Office, 1129 La Media Road, San Diego, CA 92154, at any time prior to the meeting.

To hear the verbatim discussion on any agenda item following the meeting, the audio/video recording of the meeting is accessible on the SANDAG website.

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如有需要, 我们可以把SANDAG议程材料翻译成其他語言.

请在会议前至少 72 小时打电话 (619) 699-1900 提出请求.

Vision Statement

Pursuing a brighter future for all.

Mission Statement

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

Our Commitment to Equity

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

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

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

Joint Meeting of the Borders Committee and the Committee on Binational Regional Opportunities with the Municipalities and State Government of Baja California

Friday, June 24, 2022

Item No.		Action
1.	Welcoming Remarks *Chair Serge Dedina, Borders Committee* *Hon. Carlos González Gutiérrez, Consul General of Mexico* *Kurt Honold, Secretary of Sustainable Economy of Baja California* *Hon. Montserrat Caballero, Mayor of Tijuana* *Hon. Edgar Darío Benites, Mayor of Tecate* Since 2008, the Borders Committee has hosted an annual meeting with the Committee on Binational Regional Opportunities (COBRO) and representatives from the municipalities and the State of Baja California to foster active communication and collaboration. This will be the fourteenth such occasion.	
2.	Public Comments/Communications/Member Comments Members of the public shall have the opportunity to address the Borders Committee, the Committee on Binational Regional Opportunities (COBRO), and representatives from Mexico on any issue within the jurisdiction of SANDAG that is not on this agenda. Public speakers are limited to three minutes or less per person. Borders Committee and COBRO members, as well as the representatives attending the joint meeting from Baja California, Mexico, may provide information and announcements under this agenda item.	
3.	Agency Report *Victoria Stackwick, SANDAG* Chief of Staff Victoria Stackwick will present an update on key programs, projects, and agency initiatives.	Discussion

Reports

4.	California – Baja California Border Crossing and Trade Statistics Storymap and Datatool *Zach Hernandez, SANDAG* Staff will present an overview of a new storymap that highlights trends in travel and trade occurring through the California-Baja California border before, during, and in the recovery from the COVID-19 pandemic. The storymap also includes an interactive datatool allowing users to view and filter these data by time period and port of entry.	Information

5. State of Baja California Strategic Mobility Projects — Information

Kurt Honold, State of Baja California

Baja California's Secretary of Sustainable Economy Kurt Honold will share the vision of the State of Baja California to address mobility challenges along the border, including exploring sea and rail mass transit alternatives.

6. Upcoming Meetings

The next Borders Committee meeting is scheduled for Friday, July 22, 2022, at 12:30 p.m.

7. Adjournment

Western Riverside Council of Governments Executive Committee

Staff Report

Subject: **Approval of 2022 TUMF Northwest and Pass Zones 5-Year Transportation Improvement Programs**

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

Date: **July 11, 2022**

Requested Action(s):
1. Approve the 2022 TUMF Northwest Zone 5-Year Transportation Improvement Program.
2. Approve the 2022 TUMF Pass Zone 5-Year Transportation Improvement Program.

Purpose:
The purpose of this item is to request approval of the 2022 TUMF Transportation Improvement Programs (TIPs) for the Northwest and Pass Zones.

WRCOG 2022-2027 Strategic Plan Goal:
Goal #5 - Develop projects and programs that improve infrastructure and sustainable development in our subregion.

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

TUMF Zone Transportation Improvement Program (TIP) Approval

TUMF funds are programmed through a collaborative exercise involving each of WRCOG's member agencies which participate in the TUMF Program. The WRCOG subregion is divided into TUMF Zones, which allows member jurisdictions to coordinate with neighboring ones to discuss project allocations. The five TUMF Zones are comprised of the following:

1. Central Zone: Menifee, Moreno Valley, Perris, and County of Riverside (District 5)
2. Hemet / San Jacinto Zone: Hemet, San Jacinto, and County of Riverside (District 3)
3. Northwest Zone: Corona, Eastvale, Jurupa Valley, Norco, Riverside, and County of Riverside (Districts 1 & 2)
4. Pass Zone: Banning, Beaumont, Calimesa, and County of Riverside (District 5)
5. Southwest Zone: Canyon Lake, Lake Elsinore, Murrieta, Temecula, Wildomar, and County of Riverside (Districts 1 & 3)

Staff and elected officials representing each jurisdiction within its respective Zone meet regularly to discuss funding allocations for individual projects. The result of these meetings is a 5-year Zone-specific TIP, which must be approved by the Executive Committee.

Prior Action(s):

June 22,2022: The TUMF Pass Zone Executive Committee recommended that the Executive Committee approve the 2022 Pass Zone 5-Year Transportation Improvement Program.

June 16, 2022: The TUMF Northwest Zone Executive Committee recommended that the Executive Committee approve the 2022 Northwest Zone 5-Year Transportation Improvement Program.

Fiscal Impact:

The Transportation Department activities are included in the Agency's adopted Fiscal Year 2021/2022 Budget under the Transportation Department.

Attachment(s):

Attachment 1 - Northwest Zone 5 Year TIP

Attachment 2 - Pass Zone 5 Year TIP

Attachment

2022 Northwest Zone TUMF Transportation Improvement Program

2022 Northwest Zone 5-Year Transportation Improvement Program

Fiscal Year			FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	Current Programmed Phase Balance	Total Phase Payments/ Expenditures	Original Programmed Phase Cost	Reimbursement Agreement Amount	Max Share (2019)
Forecast Revenues			$ 8,000,000	$ 8,080,000	$ 8,160,800	$ 8,242,408	$ 8,324,832	$ 69,894,588	$ (17,255,076)	$ 85,175,750		
Carryover Revenues			$ 22,038,943	$ 3,465,327	$ (18,961,900)	$ (21,794,845)	$ (17,672,437)	2018 TIP				
								5-Year Avail Forecast/Cash	5-Year Programmed	5-Year Balance		
Available Revenues			*$ 30,038,943*	*$ 11,545,327*	*$ (10,801,100)*	*$ (13,552,437)*	*$ (9,347,605)*	*$ 62,846,983*	*$ 69,894,588*	*$ (7,047,605)*		
Programmed Expenditures		***Phase***										
City of Corona												
05-NW-COR-1046	Auto Center Dr Grade Separation, Railroad St to Pomona Rd (0.270 mi.) - completed	PA&ED	$ (0)	$ -	$ -	$ -	$ -	$ (0)	*$ (74,238)*	$ 74,238	$ 130,000	NA
		ENG	$ 0	$ -	$ -	$ -	$ -	$ 0	*$ (295,057)*	$ 295,057	$ 370,000	
		ROW	$ 153,195	$ -	$ -	$ -	$ -	$ 153,195	*$ (975,695)*	$ 1,128,891	$ 1,620,000	
		CON	$ 621,815	$ -	$ -	$ -	$ -	$ 621,815	*$ -*	$ 621,815	$ -	
18-NW-COR-1202	McKinley St., SR-91 to Magnolia Ave. (.31 mi. 4 to 6 lanes)*	PAED	$0	$ -	$ -	$ -	$ -	$ -	*$ -*	$ -	No RA	$ 2,467,000
		ENG	$0	$ 108,000	$ -	$ -	$ -	$ 108,000	*$ -*	$ 108,000		
		ROW	$ -	$0	$ -	$ -	$ -	$ -	*$ -*	$ -		
		CON	$ -	$ -	$ 678,600	$ -	$ -	$ 678,600	*$ -*	$ 678,600		
05-NW-COR-1048	McKinley St.Grade Separation & Bridge (0.330 mi. 4 to 6 lanes)*	PA&ED	$ (0)	$ -	$ -	$ -	$ -	$ (0)	*$ (175,582)*	$ 175,582	$ 175,600	NA
		ENG	$0	$ 1,454,532	$ -	$ -	$ -	$ 1,454,532	*$ -*	$ 1,454,532	$ 1,455,000	
		ROW	$ -	$ -	$ -	$ -	$ -	$ -			$ -	
20-NW-COR-1303	Ontario Ave (I-15 to El Cerrito)	PA&ED	$ 123,000	$ -	$ -	$ -	$ -	$ 123,000			No RA	$ 5,173,000
		ROW	$ -	$ 308,000	$ -	$ -	$ -	$ 308,000				
22-NW-COR-XXXX	Ontario Ave (Lincoln to Buena Vista)	ENG	$ 300,000								No RA	$ 2,357,000
		ROW	$ 1,000,000									
		CON		$ 1,000,000	$ -							
City of Jurupa Valley								$ -				
16-NW-JVL-1182	Limonite Avenue (Bain to Homestead) (.74 mile, 2 to 4 lanes)*	PA&ED	$ -	$ -	$ -	$ -	$ -	$ -	*$ (110,000)*	$ 110,000	$ 110,000	$ 3,490,000
		ENG	$ -	$ -	$ -	$ -	$ -	$ -	*$ (350,000)*	$ 350,000	$ 350,000	
		ROW	$ 400,000		$ -	$ -	$ -	$ 400,000	*$ -*	$ 400,000	$ -	
		CON		$ 850,000	$ -	$ -	$ -	$ 850,000	*$ -*	$ 850,000	$ -	
16-NW-JVL-1183	Market Street Bridge over the Santa Ana River (2 to 4 lanes)	PA&ED	$ 215,802	$ -	$ -	$ -	$ -	$ 215,802	*$ (121,192)*	$ 336,994	$ 225,000	$ 8,145,000
		ENG	$ 475,000		$ -	$ -	$ -	$ 475,000	*$ -*	$ 475,000	$ 240,000	
		CON	$ -	$ 3,000,000	$ 2,454,198	$ 2,000,000	$0	$ 7,454,198	*$ -*	$ 7,454,198	$ -	
16-NW-JVL-1184	Van Buren Blvd, Limonite Ave. to Santa Ana River (1.2 miles, 4 to 6 lanes)*	PA&ED	$ -	$ -	$ -	$ -	$ -	$ -	*$ (130,000)*	$ 130,000	$ 130,000	$ 2,610,000
		ENG	$ 101,761	$ -	$ -	$ -	$ -	$ 101,761	*$ (325,000)*	$ 426,761	$ 325,000	
		ROW	$ 1,000,000	$ 3,231,000	$ -	$ -	$ -	$ 4,231,000	*$ -*	$ 4,231,000	$ 4,231,000	
		CON	$ -	$ 1,294,000	$ -	$ -	$ -	$ 1,294,000	*$ -*	$ 1,294,000	$ 1,294,000	
18-NW-JVL-1195	Rubidoux Boulevard/SR-60 Interchange	PA&ED	$ 617,000	$ -	$ -	$ -	$ -	$ 617,000	*$ -*	$ 617,000	No Agreement	$ 9,278,000
		PSE		$ -	$ 1,542,914	$ -	$ -	$ 1,542,914				
18-NW-JVL-1196	Cantu Galleano Ranch Road, Gap Closure (Bellegrave to .31 mile west), .31 miles	PA&ED	$ 22,000	$ -	$ -	$ -	$ -	$ 22,000	*$ -*	$ 22,000	$ 22,000	$ 426,000
		ENG	$ 54,000	$ -	$ -	$ -	$ -	$ 54,000	*$ -*	$ 54,000	$ 54,000	
18-NW-JVL-1197	Market Street (Rubidoux to Santa Ana River), 1.74 miles, 2 to 4 lanes	PA&ED	$ 227,000		$ -	$ -	$ -	$ 227,000	*$ -*	$ 227,000	$ 227,000	$ 4,488,000
		ENG	$ 566,000	$ -	$ -	$ -	$ -	$ 566,000	*$ -*	$ 566,000	$ 566,000	
		ROW	$ -	$ 1,002,000	$ -	$ -	$ -	$ 1,002,000		$ 1,002,000	$ -	
		CON	$ -	$ 2,415,000	$ -	$0	$ -	$ 2,415,000		$ 2,415,000	$ -	
20-NW-JVL-1303	Bellegrave Ave (Cantu-Galleano Ranch Rd to Van Buren), 2 to 4 lanes	PAED	$40,000	$ -	$ -	$ -	$ -	$ 40,000		$ 40,000	$ 40,000	$ 790,000
		PSE	$100,000	$ -	$ -	$ -	$ -	$ 100,000		$ 100,000	$ 100,000	
City of Norco								$ -				

2022 Northwest Zone 5-Year Transportation Improvement Program

Fiscal Year			FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	Current Programmed Phase Balance	Total Phase Payments/ Expenditures	Original Programmed Phase Cost	Reimbursement Agreement Amount	Max Share (2019)
Forecast Revenues			$ 8,000,000	$ 8,080,000	$ 8,160,800	$ 8,242,408	$ 8,324,832	$ 69,894,588	$ (17,255,076)	$ 85,175,750		
Carryover Revenues			$ 22,038,943	$ 3,465,327	$ (18,961,900)	$ (21,794,845)	$ (17,672,437)	2018 TIP				
								5-Year Avail Forecast/Cash	5-Year Programmed	5-Year Balance		
Available Revenues			*$ 30,038,943*	*$ 11,545,327*	*$ (10,801,100)*	*$ (13,552,437)*	*$ (9,347,605)*	*$ 62,846,983*	*$ 69,894,588*	*$ (7,047,605)*		
18-NW-NOR-1200	6th Street/I-15 Interchange Improvements	ENG	$ -	$ -	$ -	$ -	$ -	$ -	*$ (20,000)*	$ 20,000	$ 20,000	$ 1,837,000
		CON	$ 250,000		$ -	$ -	$ -	$ 250,000	*$ -*	$ 250,000	$ 250,000	
18-NW-NOR-1201	2nd Street, Hamner to I-15 (.1 miles)	ENG	$ -	$ -	$ -	$ -	$ -	$ -	*$ (17,000)*	$ 17,000	$ 17,000	$ 5,799,000
		CON	$ 69,000		$ -	$ -	$ -	$ 69,000	*$ -*	$ 69,000	$ 69,000	
County of Riverside												
18-NW-RCY-1203	Temescal Canyon Road Widening - Dos Lagos to Dawson	ROW	$ 1,304,911	$ -	$ -	$ -	$ -	$ 1,304,911	($998,099)	$2,303,010	$1,600,000	$ 3,648,000
		CON	$ -		$ -	$ -	$ -	$ -	*$ (2,296,990)*	$ 2,296,990	$ 3,000,000	
19-NW-RCY-1301	Temescal Canyon Road Widening - El Cerrito to Tom Barnes*	PA&ED	$ 602,113	$ 200,000	$ 58,033		$ -	$ 860,146	*$ (339,854)*	$ 1,200,000	$ 1,200,000	$ 3,648,000
		ENG	$ -	$ 200,000	$ 800,000	$ 800,000	$ -	$ 1,800,000	*$ -*	$ 1,800,000	$ 1,800,000	
		ROW	$ -	$ -	$ 1,320,000	$ 1,320,000	$ -	$ 2,640,000	*$ -*	$ 2,640,000	$ 2,640,000	
		CON	$ -	$ -	$ -	$ -	$ -	$ -	*$ -*	$ -		
21-NW-RCY-1303	Wood Rd Widening (Krameria to Cajalco)	PAED	$ 1,115,000	$ 232,000				$ 1,347,000	*$ -*	$ 1,347,000	$ 400,000	
County of Riverside/Cities of Norco and Eastvale												
05-NW-EAV-1050	Hamner Avenue Bridge (1,200' over Santa Ana River) 2 to 6 lanes	PA&ED	$ 23,475	$ -	$ -	$ -	$ -	$ 23,475	*$ (226,525)*	$ 250,000	$ 250,000	NA
		CON	$ 3,584,567	$ -	$ -	$ -	$ -	$ 3,584,567	*$ (915,433)*	$ 4,500,000	$ 4,500,000	
18-NW-RCY-1199	Hamner Ave, Schleisman Ave. to Santa Ana River & Santa Ana River to 6th Street (.17 mi., 4 to 6 lanes, 1 mi. 2 to 6 lanes)	PA&ED	$ -		$ -	$ -	$ -	$ -	*$ (571,000)*	$ 571,000	$ 571,000	$ 9,623,000
		ENG	$ 191,883		$ -	$ -	$ -	$ 191,883	$ (342,355)	$ 534,238	$ 742,000	
		ROW	$ 458,000	$ 474,000		$ -	$ -	$ 932,000	*$ -*	$ 932,000	$ -	
		CON	$ 3,000,000	$ 545,695		$ -	$ -	$ 3,545,695	*$ (791,077)*	$ 4,336,772	$ 4,510,000	
City of Riverside								$ -				
16-NW-RIV-1186	Adams Street/SR-91 Interchange	PA&ED	$ -	$ 500,000	$ 1,500,000	$ -	$ -	$ 2,000,000	*$ (1,301,303)*	$ 3,301,303	$ 2,000,000	$ 18,556,000
		ENG	$ 2,100,000	$ 2,000,000	$ -	$ -	$ -	$ 4,100,000	*$ -*	$ 4,100,000	$ 2,100,000	
16-NW-RIV-1189	Iowa Avenue, University to Martin Luther King (.51 mi. 2 to 4 lanes) - COMPLETED	PA&ED	$ -	$ -	$ -	$ -	$ -	$ -	*$ -*	$ -		$ 3,421,000
		ENG	$ -	$ -	$ -	$ -	$ -	$ -	*$ (80,000)*	$ 80,000		
		ROW	$ -	$ -	$ -	$ -	$ -	$ -	*$ -*	$ -		
		CON	$ -	$ -	$ -	$ -	$ -	$ -	*$ (4,632,771)*	$ 4,632,771		

2022 Northwest Zone 5-Year Transportation Improvement Program

Fiscal Year			FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	Current Programmed Phase Balance	Total Phase Payments/ Expenditures	Original Programmed Phase Cost	Reimbursement Agreement Amount	Max Share (2019)
Forecast Revenues			$ 8,000,000	$ 8,080,000	$ 8,160,800	$ 8,242,408	$ 8,324,832	$ 69,894,588	$ (17,255,076)	$ 85,175,750		
Carryover Revenues			$ 22,038,943	$ 3,465,327	$ (18,961,900)	$ (21,794,845)	$ (17,672,437)	2018 TIP				
								5-Year Avail Forecast/Cash	5-Year Programmed	5-Year Balance		
Available Revenues			*$ 30,038,943*	*$ 11,545,327*	*$ (10,801,100)*	*$ (13,552,437)*	*$ (9,347,605)*	*$ 62,846,983*	*$ 69,894,588*	*$ (7,047,605)*		
16-NW-RIV-1190	Third Street Grade Separation	PA&ED	$ 944,331	$ -	$ -	$ -	$ -	$ 944,331	$ (555,669)	$ 1,500,000	$ 1,500,000	$ 38,343,000
		ENG	$ 2,500,000	$ -	$ -	$ -	$ -	$ 2,500,000	$ -	$ 2,500,000	$ 2,500,000	
		ROW	$ 250,000	$ 4,000,000		$ -	$ -	$ 4,250,000	$ -	$ 4,250,000	$ 4,250,000	
18-NW-RIV-1202	Van Buren Blvd., Santa Ana River to Jurupa Ave. (.33 mi. 4 to 6 lanes)	PA&ED	$ 46,000	$ -	$ -	$ -	$ -	$ 46,000	$ -	$ 46,000	$ 46,000	$ 5,656,000
		ENG	$ 261,367	$ -	$ -	$ -	$ -	$ 261,367	$ (52,633)	$ 314,000	$ 114,000	
		ROW	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
		CON	$ 1,400,000	$ 951,000		$ -	$ -	$ 2,351,000	$ -	$ 2,351,000	$ 1,951,000	
19-NW-RIV-1302	Market Street Bridge over the Santa Ana River (2 to 4 lanes)	PA&ED	$ 30,000	$ -	$ -	$ -	$ -	$ 30,000	$ -	$ 30,000	No RA	NA
		ENG	$ 30,000	$ -	$ -	$ -	$ -	$ 30,000	$ -	$ 30,000		
		ROW	$ 15,000	$ -	$ -	$ -	$ -	$ 15,000	$ -	$ 15,000		
		CON		$ 366,000	$ -	$ -	$ -	$ 366,000	$ -	$ 366,000		
City of Eastvale								$ -				
17-NW-EAV-1192	Limonite Avenue Bridge (over Cucamonga Creek), 0 to 4 lanes	PA&ED	$ 254,000	$ -	$ -	$ -	$ -	$ 254,000	$ -	$ 254,000	$ 450,000	$ 9,598,000
		ENG	$ 636,000	$ -	$ -	$ -	$ -	$ 636,000	$ -	$ 636,000	$ 1,090,000	
		CON	$ -	$ 5,798,000	$2,640,000		$ -	$ 8,438,000	$ -	$ 8,438,000	$ -	
17-NW-EAV-1193	Hamner Avenue, Bellegrave Avenue to Limonite Avenue (.9 mi 2 to 6 lanes) (checking for reimbursements) (completed)	PA&ED	$ -	$ -	$ -	$ -	$ -	$ -	$ (197,000)	$ 197,000	$ 197,000	$ 3,688,000
		ENG	$ 492,000	$ -	$ -	$ -	$ -	$ 492,000	$ -	$ 492,000	$ 492,000	
		ROW	$ 167,636	$ -	$ -	$ -	$ -	$ 167,636	$ (42,364)	$ 210,000	$ 210,000	
		CON	$ 181,761	$ 578,000	$ -	$ -	$ -	$ 759,761	$ (1,318,239)	$ 2,078,000	$ 2,078,000	
18-NW-EAV-1204	Limonite Avenue Extension, Hellman to Archibald	PA&ED	$ 196,000	$ -	$ -	$ -	$ -	$ 196,000	$ -	$ 196,000	No RA	NA
		ENG	$ 454,000	$ -	$ -	$ -	$ -	$ 454,000	$ -	$ 454,000		
Total Programmed Capital Expenditures			**$ 26,573,616**	**$ 30,507,227**	**$ 10,993,745**	**$ 4,120,000**	**$ -**					
Total Programmed Balance Carryover*			**$ 3,465,327**	**$ (18,961,900)**	**$ (21,794,845)**	**$ (17,672,437)**	**$ (9,347,605)**					

Summary Table

Fiscal Year	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	5-Year Total Available Revenue	5-Year Total Programmed	5-Year Balance
Available Revenues	$ 30,038,943	$ 11,545,327	$ (10,801,100)	$ (13,552,437)	$ (9,347,605)			
Programmed Phases	$ 26,573,616	$ 30,507,227	$ 10,993,745	$ 4,120,000	$ -	$ 62,846,983	$ 69,894,588	$ (7,047,605)
Carryover Balance	$ 3,465,327	$ (18,961,900)	$ (21,794,845)	$ (17,672,437)	$ (9,347,605)			

Status: PLN=Planned, STD=Started, PND=Pending final invoice, CPL=Completed, CLD= Phase Closed, TER=Terminated.
Actual Revenue Forecasts, Carryover, and Payments thru 7/1/2019.
Red font=payments or adjustments; green font= no FY activity; Yellow highlight = obligated funds and overprogramming alert.

Attachment

2022 Pass Zone TUMF Transportation Improvement Program

2022 Pass Zone 5-Year Transportation Improvement Program

	Fiscal Year	Phase**	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	Current Programmed Phase Balance	Total Phase Payments/ Expenditures	Original Programmed Phase Cost	Reimbursement Agreement Values	Max Share (2019)
	Forecast Revenues		**$2,000,000**	**$ 2,020,000**	**$ 2,040,200**	**$ 2,060,602**	**$ 2,081,208**	**$ 17,955,283**	**$ (644,717)**	**$ 18,600,000**		
	Carryover Revenues *(As of 4/4/22)*		**$ 8,677,480**	**$ 1,722,197**	**$ (257,803)**	**$ (4,217,603)**	**$ (3,157,001)**					
	Available Revenues		**$ 10,677,480**	**$ 3,742,197**	**$ 1,782,397**	**$ (2,157,001)**	**$ (1,075,793)**					
Programmed/Expenditures		***Phase***										
Cities of Banning and Beaumont												
17-PS-BAN-1191	Highland Springs Avenue Interchange	PA&ED	$ 1,500,000	$ 1,000,000	$ 500,000	$ -	$ -	$ 3,000,000	$ (500,000)	$ 3,500,000	$ 500,000	$17,897,000
		PSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,500,000	
		ROW	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
		CON	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
City of Banning												
06-PS-BAN-1206	Sun Lakes Blvd Extension (Highland Homes to Sunset)	PA&ED	$ 355,878	$ -	$ -	$ -	$ -	$ 355,878	$ (144,122)	$ 500,000	$ 500,000	$14,679,000
		PSE	$ 499,405	$ -	$ -	$ -	$ -	$ 499,405	$ (595)	$ 500,000	$ 500,000	
		ROW	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
		CON	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
21-PS-BAN-XXXX	Hargrave Grade Separation	PAED	$ 250,000	$ 500,000	$ 250,000	$ -	$ -	$ 1,000,000	$ -	$ 1,000,000	**No RA**	$18,490,000
City of Beaumont												
19-PS-BEA-1204	Potrero Boulevard Interchange (Phase II)	PA&ED	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**No RA (On June 2022 EC Agenda)**	$25,123,000
		PSE	$ 250,000	$ -	$ -	$ -	$ -	$ 250,000	$ -	$ 250,000		
		ROW	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
		CON	$ 1,500,000	$ 1,500,000	$ 3,250,000	$ -	$ -	$ 6,250,000	$ -	$ 6,250,000		
City of Calimesa												
19-PS-CAL-1205	County Line Road Interchange (shared cost with City of Yucaipa)	PA&ED	$ 500,000	$ 1,000,000	$ 1,000,000	$ -	$ -	$ 2,500,000	$ -	$ 2,500,000	Draft RA	$18,556,000
		PSE	$ -	$ -	$ 1,000,000	$ 1,000,000	$ -	$ 2,000,000	$ -	$ 2,000,000		
		ROW	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
		CON	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
16-PS-CAL-1189	Cherry Valley Boulevard Interchange (portion of cost under credit agreement)	PA&ED	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	Draft RA	$36,617,000
		PSE	$ 2,100,000	$ -	$ -	$ -	$ -	$ 2,100,000	$ -	$ 2,100,000		
		ROW	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
		CON	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
20-PS-CAL-1208	Singleton Rd/I-10 Interchange (portion of costs under credit agreement)	PA&ED	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ 38,423,000
		PSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
		ROW	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
		CON	$ 2,000,000	$ -		$ -	$ -	$ -	$ -	$ -	$ 2,000,000	
	Total Programmed Capital Expenditures		***$ 8,955,283***	***$ 4,000,000***	***$ 6,000,000***	***$ 1,000,000***	***$ -***	***$ 17,955,283***		***$ 18,600,000***		
	Total Programmed Carryover Balance*		***$ 1,722,197***	***$ (257,803)***	***$ (4,217,603)***	***$ (3,157,001)***	***$ (1,075,793)***					

Fiscal Year	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	Current Programmed Phase Balance	Total Phase Payments/ Expenditures	Original Programmed Phase Cost	Reimbursement Agreement Values	Max Share (2019)
Forecast Revenues	$2,000,000	$ 2,020,000	$ 2,040,200	$ 2,060,602	$ 2,081,208	$ 17,955,283	$ (644,717)	$ 18,600,000		
Carryover Revenues *(As of 4/4/22)*	$ 8,677,480	$ 1,722,197	$ (257,803)	$ (4,217,603)	$ (3,157,001)					
Available Revenues	$ 10,677,480	$ 3,742,197	$ 1,782,397	$ (2,157,001)	$ (1,075,793)					

Summary Table

Fiscal Year	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	*5-Year Total Available Forecast/Cash*	*5-Year Total Programmed*	*5-Year Balance*
Available Revenues	$ 10,677,480	$ 3,742,197	$ 1,782,397	$ (2,157,001)	$ (1,075,793)			
Funded Programmed	$ 8,955,283	$ 4,000,000	$ 6,000,000	$ 1,000,000	$ -	$ 18,879,490.02	$ 17,955,283	$ 924,207
Carryover Balance	$ 1,722,197	$ (257,803)	$ (4,217,603)	$ (3,157,001)	$ (1,075,793)			

Western Riverside Council of Governments Executive Committee

Staff Report

Subject: **Legislative Activities Update**

Contact: **Bill Blankenship, On-Call Legislative Consultant, billblankenship63@gmail.com, (951) 206-9020**

Date: **July 11, 2022**

Requested Action(s):

1. Receive and file.

Purpose:
The purpose of this item is to provide an update on key legislative items.

WRCOG 2022-2027 Strategic Plan Goal:
Goal #1 - Serve as an advocate at the regional, state, and federal level for the Western Riverside subregion.

Background:
This item is reserved for an update on key legislative proposals, dates, and deadlines. The updates are summarized as an attachment to this Staff Report.

Prior Action(s):
June 6, 2022: The Executive Committee received and filed.

Fiscal Impact:
The Transportation and Planning Department activities are included in the Agency's adopted Fiscal Year 2022/2023 Budget under the Transportation Department. In addition, this project is covered by REAP funding that has already been approved by SCAG.

Attachment(s):
Attachment 1 - Legislative Update July 2022

Key Legislative Deadlines – 2022 Legislative Session

- **February 18th -** Last day for new bills to be introduced.
- **May 27th** - Last day for bills to be passed out of the house of origin.
- **June 15th -** State Budget must be passed.
- **June 30th -** Last day for legislative measures to be placed on the November 8th Ballot.
- **July 1st - Last day for policy committees to meet and report bills.**
- **July 1st - July 31st** - Legislative Summer recess.
- **August 12th** - Last day for fiscal committees to meet and report bills.
- **August 25th -** Last Day to amend bills.
- **August 31st -** Last day for each house to pass bills.

2021 Bills that are active 2-year bills

SB 490, as amended, Caballero. Housing acquisition and rehabilitation: technical assistance
The bill would, upon appropriation by the Legislature, establish the Housing Acquisition and Rehabilitation Technical Assistance Program, with the purpose of providing technical assistance to qualified entities engaged in acquisition-rehabilitation projects. The bill would define "acquisition-rehabilitation project" as a project to acquire and preserve unsubsidized housing units and attaching long-term affordability restrictions on the housing units. The bill would define "qualified entity" to include an eligible nonprofit corporation, community land trust, public housing authority, a nonprofit, limited-equity, or workforce housing cooperative, a resident association or organization, and a local or a regional government agency administering an acquisition-rehabilitation project funding program. The Bill would create the Housing Acquisition and Rehabilitation Technical Assistance Fund within the State Treasury and would, upon appropriation by the Legislature, allocate the moneys in the fund to the department for the purposes of developing, implementing and administrating the program. ***February 25, 2021 - the Bill was referred to the Senate Committee on Housing. June 2, 2021 the Bill was ordered to the inactive file at the request of the author. The Bill became a 2-year Bill. January 24, 2022 the Bill was read for a third time and passed out of the Senate on a vote 36-0. May 5, 2022 the Bill was referred to the Assembly Committee on Housing and Community Development. June 8, 2022 the Bill was amended by the author and June 15, 2022 the Bill's hearing was postponed by the Committee.***

AB 411, as amended, Irwin. Veterans Housing and Homeless Prevention Bond Act of 2022. Under current law, the Veterans Housing and Homeless Prevention Bond Act of 2014 authorizes the issuance of bonds in the amount of $600,000,000. The bond is to provide housing for veterans and their families. The bill would enact the Veterans Housing and Homeless Prevention Bond Act of 2022 which will authorize the issuance of bonds in an amount, not to exceed $600,000,000. The bill also stipulates that the handling and disposition of the funds would occur in the same manner as the 2014 bond act. ***The bill requires a 2/3rds vote. May 20, 2021 - the Bill was located in the Assembly Committee on Appropriations and the hearing was postponed by the Committee. The Bill became a 2-year Bill. January 31, 2022 the Bill was read for a third time and passed out of the Assembly on a vote of 76-0. The Bill has been ordered to the Senate and on May 5, 2022 the Bill was referred to the Senate Committees on Governance and Finance and Military and Veterans Affairs. June 1, 2022 the Bill passed out of the Committee by a vote of 8-0 and was re-referred to the Senate Committee on Governance and Finance. June 15, 2022 the Bill passed out of the Senate Committee on Governance and Finance by a vote of 5-0 and was re-referred to the Senate Committee on Appropriations.***

AB 682, as amended, Bloom. Planning and zoning: density bonuses: cohousing buildings.
The current Density Bonus Law, stipulates a city or county must provide a developer that proposes a housing development project within their jurisdiction a density bonus and other incentives, if the developer agrees to construct a project with specified percentages of units for moderate-income, lower income, or very low-income households. This bill would require that a density bonus be granted to a developer who agrees to construct a housing development that is a cohousing building, as defined by state law. The bill further stipulates that a

project would meet specific requirements and contain either 10% of the total square footage for lower income households, as defined, or 5% of the total square footage for very low-income households. ***March 15, 2021 - the Bill was located in the Assembly Committee on Housing and Community Development and Local Government and the hearing was postponed by the Committee. The Bill became a 2-year Bill. January 27, 2022 the Bill was read for a third time and passed out of the Assembly on a vote of 52-8. May 4, 2022 the Bill was referred to the Senate Committees on Housing and Governance and Finance. June 6, 2022 the Bill was amended and was re-referred to the Senate Committee on Housing. June 14, 2022 the Bill was re-referred to the Senate Committee on Governance and Finance.***

AB 916, as amended, Salas. Zoning: accessory dwelling units: bedroom addition.
Under current Planning and Zoning Law, a city or a county is authorized to adopt ordinances that regulate the use of structures, buildings, and land for residential, commercial, industrial, and open space uses. The proposed bill would prohibit a county or a city from adopting or enforcing an ordinance that would require a public hearing as a condition of adding space for additional bedrooms or reconfiguring existing space to increase the number of bedrooms in an existing residential unit. The bill would also include findings that ensuring adequate housing is a matter of statewide concern and is not a municipal affair. ***April 6, 2021 - the Bill was located in the Assembly Committee on Housing and Community Development and was amended by the author. The Bill became a 2-year Bill. January 27, 2022 the Bill was read for a third time and passed out of the Assembly on a vote of 61-0. May 4, 2022 the Bill was referred to the Senate Committees on Housing and Governance and Finance. May 11, 2022 the Bill has been amended and was re-referred to the Senate Committee on Housing. May 31, 2022 the hearing for the Bill was postponed. June 16, 2022 the Bill was amended and was re-referred to the Senate Committee on Governance and Finance.***

AB 1445, as amended, Levine. Planning and zoning: regional housing need allocation: climate change impacts. Under current Planning and Zoning Law, each city and county are required to adopt a comprehensive general plan for development of land inside and outside of its boundaries. The general plan includes mandatory elements, such as a housing element. The law further stipulates that the council of governments or the planning department for cities and counties, without a council of governments adopt a final regional housing need plan that allocates a share of the regional housing need for each city and county. The proposed bill would stipulate, as of January 1, 2025, that a council of governments, or the Department of Housing and Community Development also consider the following: An emergency evacuation route, wildfire risk, rise in sea level risk and other impacts caused by climate change. ***March 11, 2021 - the Bill was referred to the Assembly Committee on Housing and Community Development and Local Government. The Bill became a 2-year Bill. January 31, 2022 the Bill was read for a third time and passed out of the Assembly on a vote of 57-16. May 4, 2022 the Bill was referred to the Senate Committee on Housing. June 2, 2022 the Bill was amended and was re-referred to the Senate Committee on Appropriations. June 6, 2022 the Bill was amended and was re-referred to the Senate Committee on Appropriations and on June 13, 2022 the Bill was referred to the Suspense File.***

AB 1551, as amended, Santiago. Planning and zoning: development bonuses: mixed-use projects.
Under current Density Bonus Law, a city or county must grant a developer that proposes a housing development with a density bonus, additional incentives or concessions. The incentives are provided if the developer agrees to construct a percentage of units for lower income, very low income, or senior citizen housing, among other things, subject to certain requirements. The current law was in place until January 1, 2022. The bill would reenact the above-described provisions regarding the granting of development bonuses for certain projects. The bill would also require a city or county to submit to the Department of Housing and Community Development information describing the approved commercial development bonus. The bill would repeal these provisions on January 1, 2028 and add these duties to a local planning official. ***March 11, 2021 - the Bill was referred to the Assembly Committee on Housing and Community Development and Local Government. The Bill became a 2-year Bill. January 27, 2022 the Bill was read for a third time and passed out of the Assembly on a vote 61-0. May 4, 2022 the Bill was referred to the Senate Committees on Housing and Governance and Finance. June 1, 2022 the Bill passed out of the Senate Committee on Governance and Finance by a vote 7-0.***

New Bills Introduced in the 2021–2022 Legislative Session

SB 922, as amended, Wiener. California Environmental Quality Act: exemptions for transportation-related projects. Current CEQA Law, exempts requirements for bicycle transportation plans in an urbanized area. The plans include projects for restriping of streets, bicycle parking, signal timing with the purpose of improving street and highway intersection operations, related signage for bicycles, pedestrians, and vehicles. The bill would extend the current exemption from January 1, 2030 to indefinitely. The bill would also repeal the current requirement that a bicycle transportation plan is for urbanized areas and would further extend the exemption to an active transportation plan or pedestrian plan, or for a feasibility and planning study for active transportation, bicycle facilities and pedestrian facilities. ***March 16, 2022 - the Bill received author's amendments and was Re-referred to the Senate Committee on Environmental Quality. March 31, 2022 the Bill was re-referred to Committee on Appropriations and on April 18, 200 the Bill was set for a hearing. May 16, 2022 the Bill passed off the Senate Floor by a vote of 24-1. May 27, 2022 the Bill was referred to the Assembly Committee on Natural Resources. June 14, 2022 the Bill passed out of the Assembly Committee on Natural Resources by a vote of 8-1 and the Bill was referred to the Assembly Committee on Appropriations.***

SB 930, as amended, Wiener. Housing Accountability Act.
Existing law prohibits a local agency from disapproving a housing development project for very low, low or moderate-income households or from conditioning approval in a manner that renders the housing development infeasible for very low, low, or moderate income households, unless it makes specified written findings that either (1) the jurisdictions has met its share of the regional housing need or (2) the project would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact. The bill would clarify that the above-described prohibitions also apply to a housing development project for extremely low-income households. ***April 18, 2022 - the Bill received author's amendments and was Re-referred to the Senate Committee on Housing. May 9, 2022 the Bill was read for a third time and passed out of the Senate on a vote 30-0. June 2, 2022 the Bill has been referred to the Assembly Committee on Governmental Organizations with amendments.***

SB 1067, as amended, Portantino. Housing development projects: automobile parking requirements.
The bill would prohibit a city or county from imposing any minimum automobile parking requirement on a housing development project, as defined, that is located within ½ mile of a public transit, as defined. The bill, would authorize a City and County to impose or enforce minimum automobile parking requirements on a housing development project if the local government demonstrates to the developer, within 30 days of the receipt of a completed application, that the development would have a negative impact, supported by the preponderance of the evidence that the city's or the county's ability to meet it's share of specified housing needs or existing or existing residential or commercial parking is within ½ mile of the housing development. The bill would create an exception from the above-described provision if the development either dedicates a minimum of 20% of the total number of housing units to very low, low- or moderate-income households. The bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities. **February 23, 2022 - the Bill was referred to the Senate Committees on Governance and Finance and Housing. March 31, 2022 the Bill was amended and was re-referred to the Senate Committee on Housing. April 27, 2022 the Bill passed the Senate Committee on Housing by a vote 6-2 and was re-referred to the Senate Committee on Appropriations. May 24, 2022 the Bill passed off the senate Floor by a vote of 23-8. June 2, 2022 the Bill was referred to the Assembly Committees on Housing and Community Development and Local Government. June 15, 2022 the Bill was amended in the Assembly Committee on Local Government.**

SB 1292, as amended, Stern. Accessory dwelling units: setbacks.
The current State Planning and Zoning Law, provides for the creation of accessory dwelling units – by local ordinance, or if a local agency has not adopted an ordinance, by ministerial approval, in accordance with specified standards and conditions. Existing law prohibits a local agency's accessory dwelling unit ordinance from imposing a setback requirement of more than 4 feet from the side and rear lot lines for an accessory dwelling unit that is not converted from an existing structure or a new structure constructed in the same location and to the same dimensions of the existing structure. The bill would remove this prohibition on a local

agency's accessory dwelling unit ordinance and would instead provide that the rear and side yard setback requirements for accessory dwelling units may be set by the local agency. The bill would authorize an applicant of an accessory dwelling unit to submit a request for an alternative rear and side yard setback requirement, if the local agency's setback requirements make the building of the unit infeasible. The bill would also prohibit any rear and side yard setbacks requirements previously established to be greater than those in effect on January 1, 2020. The bill further stipulates that if the local agency has not established an accessory dwelling unit ordinance as of January 1, 2020, the applicant rear and side yard setback requirement is 4 feet. ***March 16, 2022 - the Bill received author's amendments and was Re-referred to the Senate Committee on Housing. The Bill is set for a hearing on March 24, 2022. The Bill's hearing was canceled at the request of the author.***

SB 1369, as introduced, Wieckowski. Adaptive reuse projects: by-right: funding.
This bill would make an adaptive reuse project a use by right in all areas, regardless of zoning. The bill defines "adaptive reuse project" as any commercial, industrial, public or office building that has 25% occupancy or less which will be converted into a residential development project. The bill would define "use by right" to mean that the city or the County's review of the adaptive reuse project may not require a conditional use permit, planned unit development permit, or other discretionary city or county review or approval that would constitute a "project" for purposes of CEQA, as specified. Therefore, adaptive reuse projects would not be subject to CEQA. ***March 9, 2022 - the Bill was referred to the Senate Committees Government and Finance, Housing and Environmental Quality. March 22, 2022 the Bill is set for a hearing for March 31, 2022. The Bill's hearing was canceled at the request of the author.***

SB 1466, as introduced, Stern. Affordable Housing and Community Development Investment Program.
The bill would establish the ***Affordable Housing and Community Investment Program***, which would be administered by the Affordable Housing and Community Development Investment Committee. The bill would authorize a city, county, affordable housing authority, community revitalization and investment authority or a city, joint power agency, or a combination of these entities to apply to the Affordable Housing and Community Development Investment Committee for participation in the program. The bill would authorize the Committee to approve or deny plans for projects meeting specific criteria. The bill would also authorize certain local agencies to establish an affordable housing and community development investment agency and authorize an agency to apply for funding under the program and issue bonds, as provided, to carry out a project under the program. ***March 9, 2022 - the Bill was referred to the Senate Committees on Government and Finance and Housing.***

AB 1674, as introduced, Voepel. Building Standards: photovoltaic requirements: accessory dwelling units.
The bill would prohibit an accessory dwelling unit from being considered a newly constructed building for the purposes of the California Energy Code relating to the photovoltaic requirements for newly constructed buildings that are classified as a low-rise residential building. This bill would also require the Energy Commission, to study exempting accessory dwelling units from the specified photovoltaic requirements and make their recommendations to the California Building Standards Commission in time for the consideration and adoption for the next California Building Standards Code adoption cycle. ***January 27, 2922 - the Bill was referred to the Assembly Committees on Housing and Community Development and Natural Resources.***

AB 1695, as amended, Santiago. Affordable housing loan and grant programs: adaptive reuse projects. Current law establishes various programs and funding sources administered by the Department of Housing and Community Development to enable the development of affordable housing. This bill would provide that any notice of funding availability issued by the department for an affordable housing loan and grant program shall state that adaptive reuse of a property for affordable housing purposes is an eligible activity. The bill would define "adaptive reuse" to mean the repurposing and rehabilitation of an existing building for use as permanent or long-term residences. ***March 17, 2022 - the Bill received author's amendments and on March 21, 2022 the Bill was Re-referred to the Assembly Committee on Housing and Community Development. April 18, 2022 the Bill received additional author's amendments and was re-referred to committee. May 18, 2022 the Bill passed the Assembly Committee on Housing and Community Development by a vote of 11-3. May 25, 2022 the Bill passed off the Assembly Floor by a vote of 54-12. June 1, 2022 the Bill was referred to the Senate Committee on Housing.***

<u>AB 1910, as introduced, Garcia. Publicly owned golf courses: conversion: affordable housing.</u>
The bill would require the Department of Housing Community Development to administer a grant program for local agencies that would enter into a development agreement for the conversion of golf courses owned by the local agency for the purposes of housing and publicly accessible open space. The bill would require the Department to award grants based on the number of affordable units that the local agency proposes to construct as part of the conversion project. ***February 18, 2022 - the Bill was referred to the Assembly Committees on Housing and Community Development and Local Government. April 6, 2022 the bill was set for its first hearing. The hearing was canceled at the request of the author. May 11, 2022 the Bill was referred to the Suspense File. May 19, 2022 the Bill is being held under submission.***

<u>AB 1976, as amended, Santiago. Planning and zoning: housing element compliance: very low and lower-income households.</u>
Existing law requires the Department of Housing and Community Development (HCD), in consultation with each council of governments, to each region's existing and projected housing need, and requires each council of governments, or the department for cities and counties without a council of governments to adopt a final regional housing need plan that allocates a share of the regional housing need to each city and county. The bill would authorize HCD, after notifying the City or County of the violation of the housing element provision and before notifying the Attorney General, either to complete the rezoning to accommodate 100% of the allocated need for housing for very low and lower income households on behalf of local government within the counties of Imperial, Los Angeles, Orange, Riverside or Ventura that failed to complete that rezoning by the required deadline, or to impose administrative civil penalties upon the local government of up to $10,000 per day until the local government is longer in violation of state law or HCD decides to refer the violation to the Attorney General. The bill would also authorize the court to order the appointment of an agent of the court to bring the jurisdiction's housing element into substantial compliance, if the jurisdiction has not brought its housing element into substantial compliance after 3 months following the imposition of the initial fine. ***March 17, 2022 - the Bill was referred to the Assembly Committees on Housing and Community Development and Local Government. March 21, 2022 the Bill received authors amendments and was re-referred to the Assembly Committees on Housing and Community Development and Local Government.***

<u>AB 2053, as amended, Lee Carrillo and Kalra. The Social Housing Act.</u>
The bill would enact the Social Housing Act and would create the California Housing Authority, as an independent state body, the mission of which would be to produce and acquire social housing developments for the purposes of eliminating the gap between housing production and regional housing needs assessment targets. The bill will would prescribe the composition of the California Housing Authority Board, which will govern the authority. The Bill would proscribe the powers and duties of the authority and the board. ***April 24, 2022 – the Bill was referred to the Assembly Committee on Housing and Community Development. April 21, 2022 the Bill was referred to the Assembly Committee on Appropriations and on May 19, 2022 the Bill was amended and received a second reading. May 25, 2022 the Bill passed off the Assembly Floor by a vote of 47-20. June 1, 2022 the Bill was referred to the Senate Committees on Governance and Finance, Housing and Labor, Public Employment and Retirement. June 14, 2022 the Bill was amended by the author.***

<u>AB 2186, as amended, Grayson. Housing Cost Reduction Incentive Program.</u>
The bill would establish the Housing Cost Reduction Incentive Program which would be administered by the Department of Housing and Community Development. The program would be established for the purposes of reimbursing cities and counties for the development impact fee waivers or reductions that are provided to qualified rental housing developments. Upon budget appropriation, the bill would require the Department to provide grants to applicants in an amount which is equal to 50% of the amount of the development impact fee waived or reduced for a qualified rental housing development. The bill would further require an applicant that receives a grant under the program to use the funds solely for the purposes of which the development impact fee that was waived or reduced would have been used for. ***March 23, 2022 - the Bill received author's amendments and on March 24, 2022 the Bill was re-referred to the Assembly Committee on Housing and Community Development. April 6, 2022 the Bill was re-referred to the Committee on Local Government. April 18, 2022 the Bill received additional author's amendments and was re-referred to committee. May 19, 2022 the Bill passed out of the Assembly Committee by a vote of 16-0. May 23, 2022 the Bill passed off the Assembly Floor by a vote of 74-0. June 1, 2022 the Bill was referred to the Senate Committees on Governance and Finance and Housing.***

<u>AB 2218, as amended, Quirk Silva. California Environmental Quality Act: Standing: Proposed infill housing projects.</u>
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. The bill would provide that a person does not have standing to bring an action or proceeding to attack, review, set aside, void or annul acts or decisions of a public agency undertaken to implement a project involving the development of housing at an infill site, unless the person resides within 20 miles of the project. ***February 24, 2022 - the Bill was referred to the Assembly Committees of Banking and Finance and Privacy & Consumer Protection. March 9, 2022 the author amended the Bill and the Bill was re-referred to the Assembly Committee on Banking and Finance. March 17, 2022 the Bill was re-referred to the Assembly Committee on Rules – pursuant to Rule 96.***

<u>AB 2295, as amended, Bloom. Local educational agencies: housing development projects.</u>
The bill would deem a housing development project an allowable use on any real property owned by a local educational agency, as defined, if the housing development satisfies certain conditions, including other local objective zoning standards, objective subdivision standards, and objective design review standards. The bill would deem a housing development that meets these requirements consistent, compliant, and in conformity with local development standards, zoning codes or maps and the general plan. The bill would authorize the land used for the development of the housing development to be jointly used or occupied by the local educational agency and any other party, subject to the specified requirements. ***March 29, 2022 - the author amended the Bill and was re-referred to the Assembly Committee on Housing and Community Development. May 11, 2022 the Bill passed the Assembly Appropriations Committee by a vote 12-4. May 26, 2022 the Bill passed off the Assembly Floor by a vote of 50-19. June 8, 2022 the Bill was referred to the Senate Committees on Housing and Governance and Finance. June 15, 2022 the Bill passed out of the Senate Committee on Housing by a vote of 5-0.***

<u>AB 2339, as amended, Bloom. Housing element: emergency shelters: regional housing need.</u>
Existing law requires that the housing element identify adequate sites for housing, including rental housing, factory-built housing, mobile homes, and emergency shelters, and make adequate provisions for the existing and the projected needs of all economic segments of the community. The bill would revise the requirements of the housing element, as described above, in connection with zoning designations that allow residential us, including mixed use, where emergency shelters are allowed as a permitted use without a conditional use or other discretionary permit. The bill would delete language regarding emergency shelter standards structured in relation to residential and commercial developments and instead require that emergency shelters only be subject to specified written, objective standards. The bill would require that identified zoning designations where emergency shelters are allowed to include sites that meet at least one of certain prescribed standards. The bill would require those sites to be either (1) vacant and zoned for residential use. (2) vacant and zoned for non-residential use if the local government can demonstrate how the sites are connected to amenities and services that serve people experiencing homelessness. (3) nonvacant if the site is adequate and available for use as a shelter in the current planning period. ***March 3, 2022 – the Bill was referred to the Assembly Committee on Housing and Community Development and Local Government. April 28, 2022 the author amended the bill and was referred to the Assembly Committee on Appropriations. May 18, 2022 the Bill passed the Assembly Appropriations Committee by a vote of 11-4. May 25, 2022 the Bill passed of the Assembly Floor by a vote of 55-16. The Bill was referred to the Senate Committee on Housing and on June 16, 2022 the Bill was amended and re-referred to the Senate Committee on Appropriations.***

<u>AB 2428, as introduced, Ramos. Mitigation Fee Act: fees for improvements: timeline for expenditures.</u>
The Mitigation Fee Act requires a local agency, that establishes, increases or imposes a fee as a condition of approval of a development project to determine a reasonable relationship between the fee's use and the type of development project for which the fee is imposed. The Act imposes additional requirements for fees imposed that provide for the improvement to be constructed and that the fees are deposited in a separate capital facilities account or fund. The bill would require a local agency to impose that a project applicant to deposit fees in an escrow account for specified project improvements. The requirement will be imposed as a condition to receiving a conditional use permit or equivalent development permit. The fees must be expended

within 5 years of the deposit. ***March 3, 2022 - the Bill was referred to the Assembly Committees on Local Government and Housing and Community Development.***

AB 2485, as introduced, Choi. California Environmental Quality Act: exemption: emergency shelters and supportive housing.
CEQA Law, currently exempts from its environmental review numerous categories of projects. The bill would exempt from the requirements of CEQA, emergency shelters and supportive housing for the homeless population. ***March 10, 2022 - the Bill was referred to the Assembly Committees on Natural Resources and Housing and Community Development.***

AB 2668, as amended, Grayson. Planning and Zoning: housing: streamlined ministerial approval.
The bill would prohibit a local government agency from determining that a proposed development is in conflict with the objective planning standards, if the application materials are not included and as long as the application contains sufficient information that would allow a reasonable person to conclude that the proposed development is consistent with the objective planning standards. ***March 10, 2022 - the Bill was referred to the Assembly Committees on Local Government and Housing and Community Development.*** **March 31, 2022 the Bill received Author's Amendments and on April 4, 2022 the Bill was re-referred to the Assembly Committee on Local Government. May 16, 2022 the Bill passed on the Assembly Floor by a vote of 68-0. May 25, 2022 the Bill was referred to the Senate Committee on Governance and Finance and Housing. June 6, 2022 the Bill was amended by the author. June 14, 2022 the Bill passed out of Committee by a vote of 9-0 and was re-referred to the Senate Committee on Governance and Finance.**

AB 2705, as amended, Quirk-Silva. Housing: fire safety standards.
Under current law, the State Fire Marshall is required to prepare, adopt and submit building standards, as well as other fire and life safety regulations to the California Buildings Standards Commission for approval. This bill would prohibit a legislative body of a county or city from approving a discretionary entitlement, that would result in a new residential development project located within a very high fire hazard severity zone, unless the county or city finds that the residential development project will meet specified standards that would address wildfire risks. ***March 17, 2022 - the Bill was referred to the Assembly Committees on Local Government and Natural Resources. April 7, 2022 the Bill received Author's amendments and on April 18, 2022 the Bill was re-referred to the Assembly Committee on Local Government and on May 19, 2022 the Bill passed out of Committee by a vote of 16-0. May 26, 2022 the Bill passed off the Assembly Floor by a vote of 73-0. June 8, 2022 the Bill was referred to the Senate Committees on Governance and Finance and Government Organization.***

AB 2719, as introduced, Fong. California Environmental Quality Act: exemptions and highway safety.
CEQA Law, currently exempts from its environmental review numerous categories of projects, including emergency projects undertaken, carried out or approved by a public agency which will repair, maintain, or restore an existing road. The bill would exempt from the requirements of CEQA highway safety improvement projects, as defined by the bill and undertaken by the Department of Transportation or a local agency. ***March 10, 2022 - the Bill was referred to the Assembly Committee on Natural Resources. April 5, 2022 the Bill was set for its first hearing. The hearing was canceled at the request of the author.***

AB 2762, as introduced, Bloom. Housing: parking lots.
Under current State Planning and Zoning Law, each county and city are required to adopt a comprehensive, long-term general plan for the physical development of the county or city and specified land outside its boundaries. The general plan must include mandatory elements, including a housing element. This bill would allow local agencies to build affordable housing on parking lots that serve public parks and recreational facilities. ***February 18, 2022 - the Bill was introduced and a hearing has not been set for the Bill.***

Bills Introduced in the 2021-2022 Legislative Session, signed into law.

AB 2179, as amended, Grayson. Development Fees: deferral.
Under current law, a local agency is prohibited from imposing fees on a residential development for the construction of public improvements or facilities and requiring the payment fees until the date of the final inspection or the date the certificate of occupancy is issued or whichever comes first. The bill would prohibit a

noncompliant municipality, as defined, that imposes any fees or charges on a qualified development project, from requiring the payment of fees until 20 years from the date of the final inspection or the date of the certificate of occupancy is issued or whichever comes first. ***February 24, 2022 - the Bill was referred to the Assembly Committees on Local Government and Housing and Community Development.*** ***March 24, 2022 the Bill was re-referred to the Assembly Committee on the Judiciary. March 24, 2022 The Bill received author's amendments and became the Covid-19 relief: Tenancy Bill. March 28, 2022 the Bill passed the Assembly by a vote of 62-1 and on March 31, 2022 the Bill passed the Senate 31-5. The Bill was enrolled and presented to the Governor for signature and on March 31, 2022 the Bill was signed by the Governor and Chaptered by the Secretary of State.***

The new bill extends, through June 30, 2022, two key components of California's answer to the economic hardship that the Covid -19 pandemic brought upon residential landlords and tenants: **1.** Protections against eviction for nonpayment of rent, but only in cases where an applicant for emergency rental assistance to cover the unpaid rent was pending as of March 31, 2022; and **2.** Preemption of additional local protections against eviction for nonpayment of rent that were not in place on August 19, 2020.

Western Riverside Council of Governments Executive Committee

Staff Report

Subject: **Approval of TUMF Credit Agreement**

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

Date: **July 11, 2022**

Requested Action(s):

1. Authorize the Executive Director to execute a TUMF Credit Agreement with the County of Riverside and I10 Logistics Owner, LLC, for the Right-of-Way Phase of the Cherry Valley Boulevard Interchange Project for eligible TUMF credits not to exceed $1,072,000.

Purpose:
The purpose of this item is to request approval of a TUMF Credit Agreement.

WRCOG 2022-2027 Strategic Plan Goal:
Goal #5 - Develop projects and programs that improve infrastructure and sustainable development in our subregion.

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

TUMF Credit Agreement

One Credit Agreement is being presented for approval. A Credit Agreement is a document between a developer, the local agency, and WRCOG, specifying the amount of TUMF fee credits given to a developer for TUMF-eligible infrastructure projects. When a development is required to build infrastructure that is also part of the TUMF Program, the developer can receive credits on their TUMF obligation. In the past, these agreements have been between the developer and the local agency. As of last year, all new Credit Agreements will include WRCOG as a third-party to better manage the agreements, ensure accuracy, and finalize reimbursements, if necessary.

County of Riverside & I10 Logistics Owner

1. The I-10 / Cherry Valley Interchange Project Credit Agreement sets the maximum TUMF credit for the Right-of-Way Phase at an amount not to exceed $1,072,000. The developer and agency have agreed to the stipulations of the Credit Agreement. This project is included on the TUMF regional network and the specified improvement is eligible for TUMF credits.

Prior Action(s):
None.

Fiscal Impact:
The Transportation Department activities are included in the Agency's adopted Fiscal Year 2021/2022 Budget under the Transportation Department.

Attachment(s):
Attachment 1 - TUMF Credit Agreement with the County of Riverside and I10 Logistics for the I-10 / Cherry Valley Interchange Project

IMPROVEMENT AND CREDIT / REIMBURSEMENT AGREEMENT TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM

This **IMPROVEMENT AND CREDIT AGREEMENT** ("Agreement") is entered into this ___ day of __________________, 20___, (the "Effective Date") by and between the County of Riverside, a political subdivision of the State of California ("AGENCY"), the Western Riverside Council of Governments, a joint powers agency, ("WRCOG"), and I10 Logistics Owner, LLC, a Delaware limited liability company, with its principal place of business at 18565 Jamboree Road, Suite 200, Irvine, CA 92612 ("Developer"). AGENCY and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, Developer owns 225.1 acres of real property located within the AGENCY of Cherry Valley, California, which is more specifically described in the legal description set forth in Exhibit "A", attached hereto and incorporated herein by this reference ("Property");

WHEREAS, Developer has requested from AGENCY-certain entitlements and/or permits for the construction of improvements on the Property, which are more particularly described as Plot Plan No. 25337-Parcel Map No. 36564, high cube distribution facility comprised of two warehouses of approximately 811,000 and 1,012,760 square feet, respectively. The project is located on the north side of Cherry Valley Boulevard approximately one-quarter mile east of Interstate 10 ("Project");

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

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

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

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

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

WHEREAS, AGENCY. WRCOG and Developer now desire to enter into this Agreement

for the following purposes: (1) to provide for the timely delivery of the TUMF Improvements, (2) to ensure that delivery of the TUMF Improvements is undertaken as if the TUMF Improvements were constructed under the direction and authority of the AGENCY, (3) to provide a means by which the Developer's costs for project delivery of the TUMF Improvements and related right-of-way is offset against Developer's obligation to pay the applicable TUMF for the Project in accordance with the TUMF Administrative Plan adopted by WRCOG, and (4) to provide a means, subject to the separate approval of WRCOG, for Developer to be reimbursed to the extent the actual and authorized costs for the delivery of the TUMF Improvements exceeds Developer's TUMF obligation.

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

TERMS

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

2.0 Construction of TUMF Improvements. Developer shall construct or have constructed at its own cost, expense, and liability certain street and transportation system improvements generally described as **right-of-way for Interstate 10 (I-10) at Cherry Valley Boulevard interchange as determined through Agency-led process and formal Caltrans approvals**, and as shown more specifically on the plans, profiles, and specifications which have been or will be prepared by or on behalf of Developer and approved by AGENCY, and which are incorporated herein by this reference ("TUMF Improvements"). Construction of the TUMF Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any existing public or private improvement in conflict with the construction or installation of the TUMF Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of AGENCY and the owner of such improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary to fully and adequately complete the TUMF Improvements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.0 Default; Notice; Remedies.

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

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

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

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

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

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

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

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

12.0 Indemnification. Developer shall defend, indemnify, and hold harmless AGENCY, the Western Riverside Council of Governments (WRCOG), their elected officials, board members, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its employees, contractors, or agents in connection with the performance of this Agreement, or arising out of or in any way related to or caused by the TUMF Improvements or their condition prior to AGENCY's approval and acceptance of the TUMF Improvements ("Claims"). This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney fees, and related costs or expenses, and the reimbursement of AGENCY, WRCOG, their elected officials, board members, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any Claim which is caused solely and exclusively by the negligence or willful misconduct of AGENCY as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by AGENCY, WRCOG, their elected officials, board members, employees, or agents.

13.0 Insurance.

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

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

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

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

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

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

13.3 Additional Insured; Separation of Insureds. The Required Insurance, except for the professional liability and workers' compensation insurance, shall name AGENCY, WRCOG, their elected officials, board members, officers, employees, and agents as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including any materials, parts, or equipment furnished in connection therewith. For Required Insurance provided by

Developer's contractors, WRCOG shall be added as an additional insured using ISO CG 2038 or an exact equivalent. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to AGENCY, WRCOG, their elected officials, board members, officers, employees, or agents.

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

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

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

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

14.0 TUMF Credit.

14.1 Developer's TUMF Obligation. Developer hereby agrees and accepts that as of the date of this Agreement, the amount Developer is obligated to pay to AGENCY _ pursuant to Ordinance No. 824 as part of the TUMF Program is **ONE MILLION EIGHT HUNDRED NINE THOUSAND TWO HUNDRED NINETY TWO DOLLARS ($1,809,292)** ("TUMF Obligation"). This TUMF Obligation shall be initially determined under the TUMF fee schedule in effect for the AGENCY at the time the Developer submits a building permit application for the TUMF Improvement. Notwithstanding, this TUMF Obligation does not have to be paid until the Certificate of Occupancy is obtained.

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

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

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

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

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

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

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

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

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

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

(c) TUMF Overpayment. If the dollar amount of the Actual Credit exceeds the Estimated Credit, but is less than the TUMF Obligation, but the Actual Credit plus additional monies collected by AGENCY from Developer for the TUMF Obligation exceed the TUMF Obligation ("TUMF Overpayment"), Developer will be deemed to have fully satisfied the TUMF Obligation for the Project and may be entitled to a refund. The AGENCY's Public Works

Director shall provide written notice to WRCOG and the Developer of the amount of the TUMF Overpayment and AGENCY shall direct WRCOG to refund the Developer in accordance with County Ordinance No. 824 (see Exhibit "F" - Example C)

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

15.0 Miscellaneous.

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

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

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

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

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

To AGENCY: County of Riverside Transportation Department
Attention: Alvin Medina, Administrative Services Officer
4080 Lemon Street, 8th Floor
Riverside, CA 92501
Phone No. (951) 955-6527

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

To Developer: I10 Logistics Owner, LLC
Attn: Brian Rupp, EVP Real estate
18565 Jamboree Road, Suite 200
Irvine, CA 92612
Phone No. (949) 417-7396

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES OF PARTIES ON NEXT PAGE]

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

COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:

By:________________________________
Mark Lancaster
Director of Transportation

APPROVED AS TO FORM:
County Counsel

By:________________________________

Deputy County Counsel

APPROVAL BY THE COUNTY BOARD OF SUPERVISORS:

By:________________________________

Chairman, County Board of Supervisors

ATTEST:
Kecia Harper
Clerk of the Board

By:________________________________

Deputy

DEVELOPER

I10 Logistics Owner, LLC, a Delaware limited liability company

By:_________________________________
Brian Rupp
Executive Vice President – Real Estate

WESTERN RIVERSIDE COUNCIL OF GOVERNMENT:

By:
____
Kurt Wilson
Its: Executive Director

Approved to Form:

By:
____
Steven C. DeBaun
Its: General Counsel

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

[ATTACH BEHIND THIS PAGE]

EXHIBIT "B"

FORMS FOR SECURITY

[ATTACHED BEHIND THIS PAGE]

BOND NO. ___________________
INITIAL PREMIUM: ___________________
SUBJECT TO RENEWAL

PERFORMANCE BOND

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

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

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

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

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

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

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

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

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

____
Principal

By: ____________________________
President

____
Surety

By: ____________________________
Attorney-in-Fact

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

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

STATE OF CALIFORNIA)
COUNTY OF ________________________________)

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

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

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

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

WITNESS my hand and official seal.

Signature____________________________________
Signa
ture of Notary Public

Place Notary Seal Above

OPTIONAL

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

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

Capacity(ies) Claimed by Signer(s)

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

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

EXHIBIT B-4

☐Other:________________________________

Signer is Representing:____

☐Other:________________________________

Signer is Representing:____

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(Corporate Seal)

____

Signature

____

Date

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

BOND NO. ___________________
INITIAL PREMIUM: _________________
SUBJECT TO RENEWAL

LABOR & MATERIAL BOND

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

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

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

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

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

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

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

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

____
Principal

By: ____________________________
President

____
Surety

By: ____________________________
Attorney-in-Fact

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

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

STATE OF CALIFORNIA)
COUNTY OF ________________________________)

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

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

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

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

WITNESS my hand and official seal.

Signature____________________________________
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

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

Capacity(ies) Claimed by Signer(s)

Signer's Name:______________________________
____
☐ Corporate Officer – Title(s):________________
____
____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator

Signer's Name:______________________________
____
☐ Corporate Officer – Title(s):________________
____
____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator

EXHIBIT B-8

☐Other:______________________________________
____
____
Signer is Representing:____
_
____
_

☐Other:______________________________________
____
____
Signer is Representing:____
_
____
_

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(Corporate Seal)

____
Signature

____
Date

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

EXHIBIT "C"

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

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

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

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

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

4. List of bidders from whom bids were requested;

5. Construction schedules and progress reports;

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

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

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

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

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

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

EXHIBIT "D"

REIMBURSEMENT AGREEMENT
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM

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

RECITALS

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

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

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

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

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

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

TERMS

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

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

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

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

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

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

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

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

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

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

[SIGNATURES OF PARTIES ON NEXT PAGE]

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

____
(“Developer”)

By: _______________________________________

Its: _______________________________________

ATTEST:

By: _________________________________

Its: _________________________________

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

By: _______________________________________

Its: _______________________________________

ATTEST:

By: _________________________________

Its: _________________________________

EXHIBIT "E"

TUMF CREDIT / REIMBURSEMENT ELIGIBILITY PROCESS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "F"

RECONCILIATION EXAMPLES

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

Example A: TUMF BALANCE

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

Example B: REIMBURSEMENT

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

Example C: TUMF OVERPAYMENT

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

EXHIBIT "G"

EXHIBIT "G"

Estimated TUMF Credit / Reimbursement Summary

I10 Logistics Owner, LLC
PP25337-PM36564
IP180082

List of Eligible Streets/Facilities under the TUMF Network:

I-10 /Cherry Valley Blvd IC (Pass Zone)

TUMF Credit Cost Factors:

Paid TUMF (see next page for details)	**$**	**-**
Estimated TUMF Obligation (see next page for details)	**$**	**1,809,292**
TUMF Unit Cost Assumptions (see next page for details)	**$**	**36,617,000**
Improvement Costs (Estimate Amount) (see below for details)	**$**	**1,072,000**

<u>Improvement Costs Breakdown</u>		
ROW (Estimate)	$	1,072,000
Improvement Costs Total	$	1,072,000

Estimated TUMF Credit:

Estimated Credit (Lesser of Obligation, Bid Amount, or Unit Cost Assumptions)	$	1,072,000
Estimated building gross floor area remaining		928,754
Prorated Credit per each remaining building (up to max TUMF fee per unit)	$	1.15
Estimated Credit to be applied to remaining units		**$1,072,000**

TUMF Overpayment / Refund:

Estimated TUMF Obligation	$	1,809,292
Estimated Credit amount + Paid TUMF amount	$	1,072,000
Estimated Refund (Credit + Paid TUMF amount that exceeds Obligation amount)		**$0**

TUMF Reimbursement:

Estimated TUMF Obligation	$	1,809,292
Estimated Cost (Lesser of Bid Amount or Unit Cost Assumptions)	$	1,072,000
Estimated TUMF Reimbursement (Cost exceeding Obligation amount)		**$0**

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

I10 Logistics Owner, LLC
PP25337-PM36564
IP180082

ESTIMATED TUMF OBLIGATION CALCULATION

Paid TUMF	**Fee Per Square Ft**	**Gross Floor Area**	**Amount**
	$ -	0	$ -
	Paid Subtotal	0	$ -

Unpaid TUMF - Remaining Buildings (Estimated)	**Fee Per Square Ft**	**Gross Floor Area**	**Amount**
Building 1 Industrial GFA 801,000 SF	$ 1.86	416,360.00	$ 774,430
Building 2 Industrial GFA 992,760 SF	$ 1.86	485,394.00	$ 902,833
Building 1 Office GFA 10,000 SF (Service Commercial)	$ 4.89	7,000.00	$ 34,230
Building 2 Office GFA 20,000 SF(Service Commercial)	$ 4.89	20,000.00	$ 97,800
	Estimated Subtotal	928,754.00	$ 1,809,292
	Obligation Total	**928,754.00**	**$ 1,809,292**

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

TUMF Network Interchange Segment applicable to Proposed Improvements		**Cost Item**	**Amount**
Cherry Calley/I-10 Interchange			
Network Distance:	0 miles	Interchange	$ 25,558,000
Existing Lanes:	0	ROW/Utilities	$ -
Increase in Lanes:	0	Planning (10%)	$ 2,556,000
		Engring (25%)	$ 6,390,000
		Conting (10%)	$ 2,556,000
	Network Road Segment Cost Est		$ 37,060,000
	Maximum TUMF Share		$ 36,617,000

	TUMF TOTAL	**$ 36,617,000**
TOTAL TUMF UNIT COST ASSUMPTION FOR ELIGIBLE IMPROVEMENTS		**$ 36,617,000**

Western Riverside Council of Governments Executive Committee

Staff Report

Subject: **PACE Administrative and Legal Services Update**

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

Date: **July 11, 2022**

Requested Action(s):

1. Authorize the Executive Director to enter into a Professional Services Agreement with Best Best & Krieger for Administrative and Legal Services for the WRCOG PACE Programs through June 30, 2024, with no more than two options to renew or amend.

Purpose:

The purpose of this item is to provide an update on the Request for Proposal (RFP) for Administrative and Legal Services and to select a provider of these services for WRCOG PACE Programs

WRCOG 2022-2027 Strategic Plan Goal:

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

Background:

In December 2011, WRCOG initiated its Property Assessed Clean Energy (PACE) Program within the WRCOG subregion, providing financing to property owners to implement energy saving, renewable energy, water conservation, and seismic strengthening improvements to their residence or businesses. In 2014, the WRCOG's PACE Program was expanded to allow jurisdictions throughout the state to join, allowing property owners in jurisdictions outside of WRCOG area to participate.

In March 2015, WRCOG amended its general legal counsel agreement with Best Best & Krieger (BB&K) to include legal services to support a statewide PACE Program, specifically bond, special, and disclosure counsel and public finance legal services. In June 2016, this agreement was amended a third time replacing a previously amended fee schedule.

Given the amount of amendments made to the contract and the number of years under contract, in accordance with WRCOG's Purchasing and Procurement Policy, staff issued a Request for Proposal (RFP) to identify potential firms with relevant knowledge and experience to provide for administrative and legal services for WRCOG's PACE Programs. The RFP was distributed on August 24, 2021. Staff received only one proposal, from the incumbent contract holder, BB&K.

To evaluate the proposal(s), an evaluation committee was appointed by then Chair Karen Spiegel, comprised of elected official representatives from the Cities of Jurupa Valley, Menifee, and San Jacinto.

The evaluation committee recommended staff re-advertise the RFP and allow ample time for additional legal firms to propose.

On November, 22, 2021, staff re-issued the RFP. After allowing potential firms over seven weeks to assess and develop proposals, staff received proposals from two firms: BB&K and Stradling Yocca Carlson & Rauth.

After subsequent review report-out of the proposals by the evaluation committee to the Administration & Finance Committee, the Administration & Finance Committee recommended that the Executive Committee enter into a Professional Services Agreement with BB&K given their deep experience and existing structure of administrative and legal operations.

Since the inception of the PACE Programs, it has always been the intent that the Program pay for the services of the Program; in this case bond and legal services through the fees of the Program. Historically, the fees that have paid for such services have come from two sources: 1) the cost of issuance of bond sales, a one-time fee provided at bond closing, and 2) annual administrative fees incurred by property owners with WRCOG PACE assessments. These fees are pass through costs paid directly from participants of the Program. With the discontinuation of WRCOG's Residential PACE Program in December 2020, this impacted the revenue to pay for bond and legal services. Bond counsel and administrative services related to the commercial portion (C-PACE) of the Program will continue to be paid through the cost of issuance of C-PACE bonds, as has been the historical practice. The proposed contract includes a revised compensation schedule that balances and creates a consistent compensation model based upon the current assessment and prepayment volume instead of a volume of bonds issued.

	Previous Contract	**Proposed Contract**
Cost of Issuance	0.73% of bonds closed	N/A
Annual Administrative Fee	$3 per assessment	$16 per assessment
Prepayment Fee	$0	$20 per prepayment
Total Estimated Annual Compensation	$1,503,288 (average from FY 2017/2018 through FY 2020/2021)	$680,000

One advantage to this proposed contract is that it provides certainty as to the expenses and services to be provided. By basing the fee on the number of active assessments and prepayments, staff will be better able to project anticipated expenses associated with this contract. With fewer than 30,000 residential assessments remaining, the Annual Administrative Fee would be roughly $480,000. As assessments are paid off, the total number of assessments and the Fee would decline year over year. Since 2019, approximately 10,000 assessments have been prepaid each year, resulting in an approximate $200,000 fee. Combined, the maximum amount of fees is approximately $680,000. As the number of outstanding assessments decline due to prepayments and fully matured assessments, this cost will only steadily decline over time.

Based on the RFP and proposed Professional Services Agreement, the services included in this agreement include the following:

<u>Administrative Services</u>:

1. Store and maintain the original transcripts for all bonds issued by WRCOG for its PACE Program.

2. Review incoming prepayments and prepare addenda to Notice of Assessment / Payment of Contractual Assessment Required (NOA / PCAR) in the event of the prepayment of Assessments, in whole or in part; provide copies of recorded documents and a summary of assessment administrator's prepayment notifications.
3. Prepare releases to the NOA / PCAR as requested by property owners to clear title on properties for which the assessment liens have matured.
4. Review incoming invoices from Trustee, Assessment Administrator, and other participants in the ongoing administration of the PACE Programs and prepare requisitions and coordinate signatures and submission to Trustee.
5. Review and audit PACE Programs fund payments; prepare requisitions for Trustee, or transfer instructions for bond calls, as applicable.
6. Review incoming invoices and prepare requisitions for costs of issuance or administrative expenses including requisitioning for HERO refund check fees, as applicable.
7. Respond to requests for recorded documents and provide copies when necessary.
8. In conjunction with the Legal Services described in clause 9 below, review incoming and background bankruptcy pleadings and file proofs of claims, if needed.
9. Prepare corrections to recorded documents (e.g., property descriptions, Assessment Parcel Numbers).
10. Prepare resolutions for annual levy and assist with coordination of placement of roll on county tax rolls.
11. Attend WRCOG PACE Programs calls on an as needed basis.
12. Prepare and provide WRCOG the prepayment lockbox transfers breakdown from Trustees.
13. Prepare and provide WRCOG HERO, including Statewide, full Release of Lien delivery list.
14. Review incoming delinquency reports, reports to the Trustee, and correspondence from Assessment Administrator on an as needed basis.
15. Provide any necessary PACE training to assist WRCOG staff with the Program.

Legal Services related to:

1. The bonds issued by WRCOG for the PACE Programs (the "Bonds").
2. The terms and conditions, covenants, and other obligations of WRCOG under the Master Indentures.
3. Assessment Contracts entered into by WRCOG and property owners participating in the PACE Programs.
4. The collection of Assessment Installments.
5. Enforcement of the collection of delinquent Assessment Installments including judicial foreclosure or deferral thereof.
6. Property owner complaints related to Assessment Contracts or the Assessments levied against such property owner's property.
7. Changes in federal or state law affecting the Bonds, the Assessment Contracts, the Assessments, or the continuing administration of the Bonds and/or the Assessments.
8. Claims on the CAEATFA Loan Loss Reserve.
9. Provide advice regarding and representation of WRCOG in bankruptcy proceedings of property owners participating in PACE Programs.
10. Provide additional Legal Services pertaining to the PACE Program as requested by WRCOG.

On March 9, 2022, the Administration & Finance Committee recommended that the Executive Committee select BB&K to provide Administrative and Legal Services for the PACE Programs. In April

2022, the Executive Committee discussed the recommended action to select BB&K for Administration and Legal Services of WRCOG PACE Programs but ultimately tabled the item until further evaluation could occur in a closed session at a later date after which time the item would be brought back for discussion and action.

Prior Action(s):

April 4, 2022: The Executive Committee requested that the Executive Director bring back this item for further discussion and action in following months.

March 9, 2022: The Administration & Finance Committee recommended that the Executive Committee select Best Best & Krieger to provide Administrative and Legal Services for PACE Programs.

Fiscal Impact:

PACE Program Activities are included in the Agency's adopted Fiscal Year 2021/2022 Budget under the Energy & Environmental Department.

Attachment(s):

Attachment 1 - PSA BB&K PACE Administrative and Legal Services

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 1st day of January, 2022, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG"), and Best Best & Krieger LLC., a bond, disclosure, and special counsel firm ("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 professional consulting services to support administrative services, legal advice and representation for WRCOG's subregion HERO Program, the California HERO Program, Renew Financial Program and PACE Funding Program, is licensed in the State of California, and is familiar with the plans of WRCOG.

2.2 Project.

WRCOG desires to engage Consultant to render such professional services for the Administrative and Legal Services for PACE Programs ("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 operational, cost, and legal 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 January 1, 2022 to June 30, 2024, 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.

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 "A" 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: Mrunal Shah, Partner.

3.2.5 WRCOG's Representative. WRCOG hereby designates the WRCOG 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 Mrunal Shah, Partner, 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 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 "B" attached hereto and incorporated herein by reference. 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 advice 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: **Best Best & Krieger LLP**
3390 University Avenue, 5th Floor
Riverside, CA 92502
Attn: Mrunal Mehta Shah, Partner

WRCOG: **Western Riverside Council of Governments**
3390 University Avenue, Suite 200
Riverside, CA 92501
Attn: Casey Dailey, Director of Energy and Environmental Programs

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	BEST BEST & KRIEGER LLC
By: ______________________________	By: ______________________________
Title: Executive Director	Title: Partner
	ATTEST:
	By: ______________________________
	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 AND SCHEDULE OF SERVICES

	Residential (annual)	Commercial (annual)	Annual hourly totals
1. Store and maintain the original transcripts for all bonds issued by WRCOG for its PACE Program.	120	50	170
2. Review incoming prepayments and prepare addenda to Notice of Assessment/Payment of Contractual Assessment Required (NOA/PCAR) in the event of the prepayment of assessments, in whole or in part; provide copies of recorded documents and a summary of assessment administrator’s prepayment notifications.	2,520	10	2,530
3. Prepare releases to the NOA/PCAR as requested by property owners to clear title on properties for which the assessment liens have matured.	240	n/a	240
4. Review incoming invoices from Trustee, Assessment Administrator, and other participants in the ongoing administration of the PACE Programs and prepare requisitions and coordinate signatures and submission to Trustee.	312	10	322
5. Review and audit PACE Program fund payments; prepare requisitions for Trustee or transfer instructions for bond calls, as applicable.	84	10	94
6. Review incoming invoices and prepare requisitions for costs of issuance or administrative expenses including requisitioning for HERO Refund check fees, as applicable.	108	-	108
7. Respond to requests for recorded documents and provide copies when necessary.	240	15	255

8. In conjunction with the Legal Services described in clause 9 below, review incoming and background bankruptcy pleadings and file proofs of claims, if needed.	-	-	50
9. Prepare corrections to recorded documents (e.g., property descriptions, Assessment Parcel Numbers).	-	-	25
10. Prepare resolutions for annual levy and assist with coordination of placement of roll-on county tax rolls.	-	-	70
11. Attend WRCOG PACE Program calls on an as needed basis.			50
12. Prepare and provide WRCOG the prepayment lockbox transfers breakdown from Trustees.			180
13. Prepare and provide WRCOG HERO including Statewide full Release of Lien delivery list.			100
14. Review incoming delinquency reports, reports to the Trustee, and correspondence from Assessment Administrator on an as needed basis.	36	10	46
15. Provide any necessary PACE training to assist WRCOG staff with the Program.	-	-	25
Total Admin	**3,660**	**605**	**4,265**

EXHIBIT “B”

COMPENSATION BILLING RATES

$4 per quarter per assessment with a minimum of $15,000 per quarter; and

$20 per prepayment per parcel.

The total estimated budget will vary annually based on the number of outstanding assessments and prepayments during such year.

Legal Services will be provided and billed on an hourly as follows:

- $390 per hour for Partners and Of Counsel
- $280 per hour for Senior Associates
- $245 per hour for Junior Associates
- $190 per hour for Senior Paralegal
- $170 for Junior Paralegal and
- $160 per hour for Closing Coordinator

The fee schedule above is effective implemented as of January 1, 2022. We are requesting this implementation date because our existing fee schedule is based upon a combination of receiving fees for the issuance of bonds for new residential assessments and some administrative fees.

Fees increase on every January 1, effective January 1, 2023 by the amount of the consumer price index.

Services rendered in connection with our role as bond counsel for WRCOG’s commercial programs with connection with the issuance of bonds shall be provided per the fee schedule currently established by WRCOG. Following the issuance of bonds, ongoing services shall be provided at the hourly rate set forth herein.

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) 405-6710**

Date: **July 11, 2022**

Requested Action(s):

1. Receive and file.

Purpose:

The purpose of this item is to provide 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 its October 4, 2021, meeting, the Executive Committee gave direction for staff to begin work on a TUMF Nexus Study update. The TUMF Nexus Study draws a connection between the needs of the Program and the TUMF Program Fee Schedule. This Nexus Study identifies projects requiring mitigation from new development, determines what the cost of those projects 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, particularly 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

Staff and consultants have worked to update the three key elements of the Nexus Study, which are:

1. Land use forecasts

2. List of TUMF projects
3. Project cost estimates

Land Use Forecasts: The updated Nexus Study uses the land use forecasts for the region developed during the adopted SCAG Regional Transportation Plan / Sustainable Communities Strategy (RTP/SCS). WRCOG, consultants, and member agencies conducted a detailed review of the SCAG data at the Traffic Analysis Zone (TAZ) level to verify that the existing and projected distributions matched local data. Based on these adopted growth projections, SCAG is projecting that the WRCOG subregion will experience a population growth of 33% (from 2016 to 2045) and employment is projected to grow by 46% (from 2016 to 2045).

Roadway Network: 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. WRCOG has meet with all of WRCOG's member agencies who have submitted requests for additions and changes to the Network. A partial list of the jurisdictional requests include:

- Markham Road (Riverside County)
- I-215 / Garbani Road Interchange (City of Menifee)
- 7th Street (San Jacinto)
- Roberts Road (Calimesa)
- Calle de Oso (Murrieta)

A list of requested projects are provided as Attachment 1. Each of these project requests were submitted by WRCOG member agencies and reviewed during a TUMF Zone staff meeting. Please note that the process to include projects in the updated Nexus Study is as follows:

1. WRCOG member agencies request that a project be added
2. The Nexus Study consultant includes the proposed project in the Nexus Study travel demand model
3. WRCOG staff and consultants evaluate the project against objective criteria such as traffic volume, volume to capacity ratio, and number of future lanes. Projects must have a minimum of four lanes to be included in the Nexus Study.
4. If the proposed project meets the above criteria, then the project is included in the Nexus Study project list

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 (LOS). 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 Executive Committee.

Cost Estimates: A key element of the Nexus Study is an update to the project unit costs for construction and Right-of-Way costs. This analysis uses data from recently completed projects, as provided by agencies such as the California Department of Transportation (Caltrans), Riverside County Transportation Commission (RCTC), and member agencies. Using this data on actual projects provides a benchmark for future construction costs. Work on this element will begin in August 2022 and be completed in fall 2022.

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 2).

Update on the Development of a Potential VMT Mitigation Program

The Executive Committee gave staff 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, impacts based upon LOS are relatively easy to mitigate since payment of fees for improvements or construction of improvements, or some combination thereof, are appropriate mitigation. WRCOG has completed an initial study on a potential VMT mitigation program for Western Riverside County that will be funded through WRCOG's LTF allocation. This initial analysis has determined that there is a need for some approach to mitigate VMT impacts as there are no regional programs for VMT mitigation. WRCOG will continue to evaluate this issue in conjunction with RCTC, the Riverside Transit Agency, and WRCPG member agencies. This work should be completed by December 2022.

Fee Comparison Study

WRCOG has conducted an analyses of development impact fees (DIF) in Western Riverside County in the past to increase a regional understanding of DIF 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 consultant has completed an initial review of all development fees in the subregion and also, for example, cities in the Coachella Valley and San Bernardino County. This work should be completed by December 2022.

Residential Trip Generation Study / AB 602 Requirements on Residential Fee Rates

Staff is working with a consultant from its On-Call Planning consultant bench to review the relationship between DIF, travel behavior, and residential unit size. The TUMF Program currently charges some DIF based on the number of units of a development. WRCOG administers the TUMF Program on behalf of its member agencies. 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.

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.

This study is currently underway and is anticipated to be completed in fall 2022 once the consultant is able to collect detailed traffic counts for residential areas in the WRCOG subregion.

Prior Action(s):
March 17, 2022: The Technical Advisory Committee received and filed.

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. TUMF revenues and expenditures are associated with Fund 220.

Attachment(s):
Attachment 1 - Nexus Study Additions
Attachment 2 - Nexus Study Schedule July 2022

<u>Attachment</u>

TUMF Nexus Study Project Additions

Northwest Zone

Corona

No new projects

Eastvale

StreetName	From	To	Miles	Existing Lanes	Future Lan
Hellman	River Road	Walter	0.85	2	4
Hellman	Cucamonga Creek	Bridge			
River Rd	Archibald	Hellman	0.50	2	4
ITS (City wide)	Limonite				
ITS (City wide)	Hamner				
ITS (City wide)	Schleisman				
ITS (City wide)	Archibald				

Jurupa Valley

No new projects

Norco

No new projects

Riverside

University ITS	Market St	Canyon Crest
Tyler ITS	California Ave	Indiana Ave
Alessandro Blvd ITS	Fairview Ave	Meridian

County

Markham St	Mockingbird Canyon	Wood Rd	2.73	4	6

Central Zone

Menifee

StreetName	From	To	Miles	Existing Lanes	Future Lan
Garbani	Haun	Antelope	0.31	0	4
Garbani	I-215	Interchange	0.00	0	4
Garbani	I-215	Menifee	0.95	2	4
Garbani	Menifee	Briggs	1.00	2	4
Holland	City Limits (West)	Murrieta	0.60	2	4
Holland	Murrieta	Bradley	1.04	2	4
Holland	Bradley	Haun	1.00	2	4
Scott	Haun	Menifee	1.00	4	6
Scott	Menifee	Briggs	1.00	4	6
Briggs	Simpson	Angler		0	4

Moreno Valley

No new projects

Perris

StreetName	From	To	Miles	Existing Lanes	Future Lan
Ethanac	Bridge	San Jacinto River	1.53	0	4

County

No new projects

Hemet/San Jacinto Zone

Hemet

StreetName	From	To	Miles	Existing Lanes	Future Lan
New Stetson	Warren	0.85 Miles w/o Warren	0.85	2	4
State St (ITS)	Esplanade	Florida Ave			
Sanderson Ave (ITS)	Esplanade	Domenigoni Pkwy			
Warren Rd (ITS)	Simpson Ave	Esplanade			
Stetson Ave (ITS)	Winchester Rd	Sanderson Ave			

San Jacinto

7th St	Western Terminus	Warren Rd		0.54	4
7st St	Bridge	Channel adjacent to Warren		0	4

County

No new projects

Pass Zone

Calimesa

StreetName	From	To	Miles	Existing Lanes	Future Lan
Roberts	Cherry Valley	Singleton	1.18	2	4

Beaumont

No new projects

Banning

StreetName	From	To	Miles	Existing Lanes	Future Lan
Highland Springs	Cherry Valley	Oak Valley	1.53	2	4
Cottonwood	I-10	Interchange	0		
Wilson	Highland Springs	Highland Home		2	4
Sun Lakes	Smith Creek	Bridge	0		

County

No new projects

Southwest Zone

Lake Elsinore

StreetName	From	To	Miles	Existing Lanes	Future Lane
Camino del Norte	Summerhill	Main	1.68	2	4
Summerhill	Railroad Canyon	Greenwald	2.88	0	4

Canyon Lake

No new projects

Wildomar

StreetName	From	To	Miles	Existing Lanes	Future Lan
Inland Valley Dr	I-15	Overcrossing	0	0	4
Palomar	Starbuck	Washington	0.28	2	4

Murrieta

StreetName	From	To	Miles	Existing Lanes	Future Lan

Orange Springs Parkway	Clinton Keith	Scott		0	4
Calle del Oso Oro	Vineyard Pkwy	Washington	0.73	2	4
Calle del Oso Oro (Bridge Widening)	1500 w/o Vineyard Pkwy		0	2	4
Adams	Murrieta Hot Springs/H	Cherry	2.26	2	4

Temecula

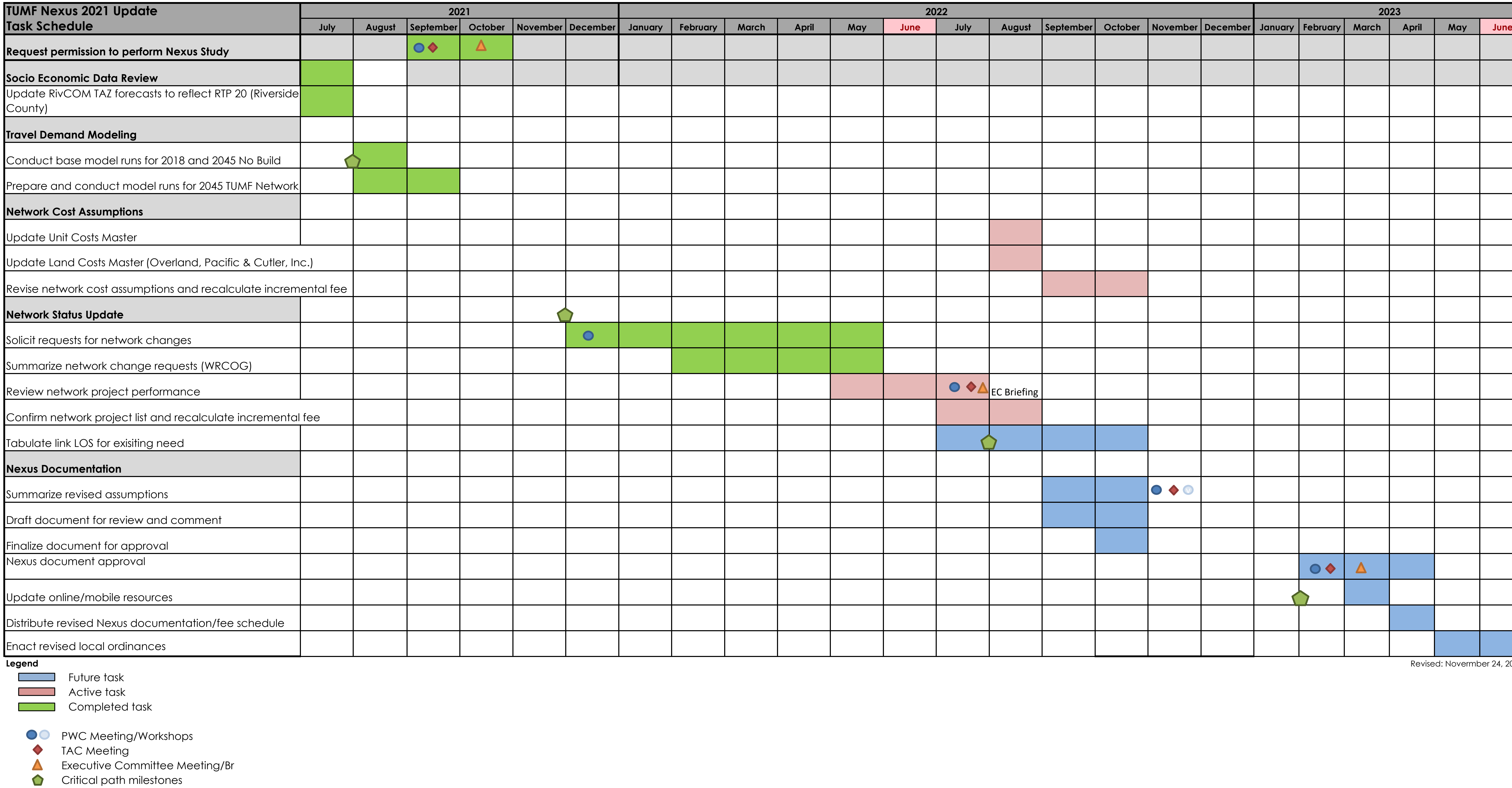
StreetName	From	To	Miles	Existing Lanes	Future Lan
Ynez Road	Rancho California	Santiago		3	5
Ynez Road/DePortola Road	Santiago	Margarita		3	5
ITS Infrastructure	Major Arterials (Winchester, Rancho California, Butterfield Stage, Temecula Pkwy, Margarita, Jefferson	City limits	40		

County

No New Projects

Attachment

Nexus Study 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
Summarize network change requests (WRCOG)
Review network project performance
EC Briefing
Confirm network project list and recalculate incremental fee
Tabulate link LOS for exisiting need
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
Revised: Novermber 24, 2021
Legend
Future task
Active task
Completed task
PWC Meeting/Workshops
TAC Meeting
Executive Committee Meeting/Br
Critical path milestones

Item 6.C

Western Riverside Council of Governments Executive Committee

Staff Report

Subject: **2022 WRCOG Staff Service Milestone Recognitions**

Contact: **Kurt Wilson, Executive Director, kwilson@wrcog.us, (951) 405-6701**

Date: **July 11, 2022**

Requested Action(s):

1. Receive and file.

Purpose:
The purpose of this item is to recognize employee contributions to WRCOG over time.

WRCOG 2022-2027 Strategic Plan Goal:
Goal #7 - Provide a safe, inclusive environment that values employees.

Background:
WRCOG typically provides recognition to staff who have completed key service milestones, specifically those persons who have completed service in 5-year increments (5, 10, 15, 20 years). This year, we are recognizing the following employees for their service to WRCOG:

Harry Sandoval - 5 years
Ichelle Acosta - 5 years
Tyler Masters - 10 years
Janis Leonard - 15 years

Please join me in recognizing the contribution of these employees and thank them for their service to WRCOG and its member agencies.

Prior Action(s):
None.

Fiscal Impact:
Expenses for employee recognition are included in the adopted WRCOG 2022/2023 Annual Budget as part of Fund 110 (General Fund).

Attachment(s):
None.

Western Riverside Council of Governments Executive Committee

Staff Report

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

Contact: Craig Miller, General Manager, Western Municipal Water District, cmiller@wmwd.com, (951) 789-5050
Joe Mouawad, General Manager, Eastern Municipal Water District, mouawadj@emwd.org, (951) 928-3777

Date: July 11, 2022

Requested Action(s):

1. Receive and file.

Purpose:

The purpose of this item is to provide information to WRCOG member agencies regarding the drought affecting California.

WRCOG 2022-2027 Strategic Plan Goal:

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

Background:

Western Municipal and Eastern Municipal Water Districts will be providing a joint update on current water supply levels, the seriousness of current drought conditions, the State's response to the drought, and measures each agency are taking to respond to the drought. The update will also include a brief overview of a statewide information campaign started in the WRCOG subregion that will raise awareness of the drought while educating the need for significant statewide storage, conveyance, and local supply projects.

Prior Action(s):

None.

Fiscal Impact:

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

Attachment(s):

None.