



Western Riverside Council of Governments Executive Committee

AGENDA

**Monday, December 6, 2021
2:00 PM**

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

WRCOG'S OFFICE IS CURRENTLY CLOSED TO THE PUBLIC DUE TO COVID-19

[Join Zoom Meeting](#)

Meeting ID: 831 7154 6779

Password: 120621

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

SPECIAL NOTICE – COVID-19 RELATED PROCEDURES IN EFFECT

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

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

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

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

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

3. ROLL CALL

4. PUBLIC COMMENTS

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

5. CONSENT CALENDAR

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

A. Assembly Bill 361 Findings

Requested Action(s):

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

B. Summary Minutes from the November 1, 2021, Executive Committee Meeting

Requested Action(s):

1. Approve the Summary Minutes from the November 1, 2021, Executive Committee meeting.

C. Finance Department Activities Update

Requested Action(s):

1. Receive and file.

D. WRCOG Committees and Agency Activities Update

Requested Action(s):

1. Receive and file.

E. Report out of WRCOG Representatives on Various Committees

Requested Action(s):

1. Receive and file.

F. Amendment to MOU with the Riverside County Superintendent of Schools

Requested Action(s):

1. Approve an amendment to the MOU with the Riverside County Superintendent of Schools for the Superintendent to continue serving as an ex-officio member of the Executive Committee.

G. PACE Programs Activities Update - Assessment District Administration Services

Requested Action(s):

1. Authorize the Executive Director to approve a Professional Services Agreement between WRCOG and

H. Approval of Executive Committee 2022 Meeting Schedule

Requested Action(s): 1. Approve the Schedule of Executive Committee meetings for 2022.

I. TUMF Program Activities Update: Approval of one Reimbursement Agreement and one Reimbursement Agreement Amendment

Requested Action(s):

1. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Lake Elsinore for the Planning Phase of the I-15 / Nichols Road Interchange in an amount not to exceed \$4,000,000.
2. Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Moreno Valley for the Construction Phase of the SR-60 / Moreno Beach Interchange in an amount not to exceed \$24,558,480.

6. REPORTS / DISCUSSION

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

A. Update from the California State Association of Counties

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

B. Legislative Activities Update

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

C. Environmental Programs Activities Update

Requested Action(s): 1. Adopt Resolution Number 27-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments authorizing submittal of application - Edible Food Recovery Grant Program (Fiscal Years 2021/2022 and 2022/2023).

7. REPORT FROM THE TECHNICAL ADVISORY COMMITTEE CHAIR

Jeff Van Wagenen, County of Riverside

8. REPORT FROM COMMITTEE REPRESENTATIVES

CALCOG, Brian Tisdale

SANDAG Borders Committee, Crystal Ruiz

SAWPA OWOW Committee, Ted Hoffman

SCAQMD, Ben Benoit

SCAG Regional Council and Policy Committee Representatives

9. REPORT FROM THE EXECUTIVE COMMITTEE CHAIR

Karen Spiegel, County of Riverside - District 2

10. REPORT FROM THE EXECUTIVE DIRECTOR

Dr. Kurt Wilson

11. ITEMS FOR FUTURE AGENDAS ~ Members

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

12. GENERAL ANNOUNCEMENTS ~ Members

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

13. CLOSED SESSION

- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO SECTION 54956.9(d)(1):
 - Imperial County Superior Court, Case No. ECU001264 (Cardoso)
 - San Diego Superior Court, Case No. 37-2021-00007702-CU-MC-NC (Zuniga/Sanchez)
 - Orange County Superior Court, Case No. 30-2019-01104024-CU-BT-CJC (Garcia)
 - Orange County Superior Court, Case No. 30-2020-01153725-CU-BT-CJC (Aguirre)

14. NEXT MEETING

The January Executive Committee meeting is canceled. The next Committee meeting is scheduled for February 7, 2022, at 2:00 p.m., virtually on the Zoom platform.

15. ADJOURNMENT



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Assembly Bill 361 Findings
Contact: Dr. Kurt Wilson, Executive Director, kwilson@wrcog.us, (951) 405-6701
Date: December 6, 2021

Requested Action(s):

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

Purpose:

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

Background:

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

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

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

The attached resolution allows the Executive Committee to implement AB 361 by making the findings discussed above. This finding will be in effect for 30 days or until the Executive Committee makes

findings that the conditions listed therein no longer exist, whichever is shorter. The findings can be extended by the Executive Committee upon a finding that conditions supporting the findings included in the resolution still exist. The authorization to meet remotely applies to any other WRCOG committee that meets during the 30-day effective period.

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

Prior Action(s):

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

Fiscal Impact:

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

Attachment(s):

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



Western Riverside Council of Governments

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

RESOLUTION NUMBER 26-21

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

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

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

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

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

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

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

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

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

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

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

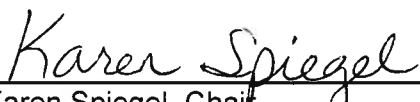
Section 2. Findings. Consistent with the provisions of Government Code Section 54953(e), the Executive Committee finds and determines that (1) a state of emergency related to COVID-19 is currently in effect and (2) state or local officials have recommended measures to promote social distancing in connection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

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

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

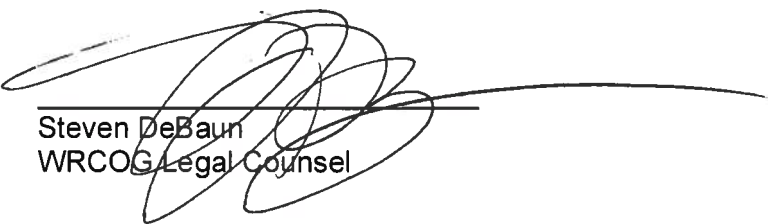
Section 5. Extension by Motion. The Executive Committee may extend the application of this Resolution by motion and majority vote by up to 30 days at a time, provided that it makes all necessary findings consistent with and pursuant to the requirements of Section 54953(e)(3). Any such extension may be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

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


Karen Spiegel, Chair
WRCOG Executive Committee


Dr. Kurt Wilson, Secretary
WRCOG Executive Committee

Approved as to form:


Steven DeBaun
WRCOG Legal Counsel

AYES: 21 NAYS: 0 ABSENT: 3 ABSTAIN: 0

Executive Committee

Minutes

1. CALL TO ORDER

The meeting of the WRCOG Executive Committee was called to order by Chair Karen Spiegel at 2:00 p.m. on November 1, 2021, in WRCOG's office.

2. PLEDGE OF ALLEGIANCE

Casey Dailey, WRCOG Director of Energy & Environmental Programs, led the Committee members and guests in the Pledge of Allegiance.

3. ROLL CALL

- City of Banning - David Happe
- City of Beaumont - Mike Lara
- City of Calimesa - Wendy Hewitt
- City of 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 Murrieta - Lori Stone
- City of Norco - Kevin Bash
- City of Perris - Rita Rogers
- City of San Jacinto - Crystal Ruiz
- City of Temecula - Maryann Edwards
- City of Wildomar - Ben Benoit
- County, District 1 - Kevin Jeffries
- County, District 2 - Karen Spiegel
- 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

4. PUBLIC COMMENTS

There were no public comments.

5. CONSENT CALENDAR

RESULT: APPROVED AS RECOMMENDED

MOVER: Menifee

SECONDER: San Jacinto

AYES: Banning, Beaumont, Calimesa, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Murrieta, Norco, Perris, San Jacinto, Temecula, Wildomar, District 1, District 2, District 3, District 5, EMWD, WMWD

A. Assembly Bill 361 Findings

Action:

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

B. Summary Minutes from the October 4, 2021, Executive Committee Meeting

Action:

1. Approved the Summary Minutes from the October 4, 2021, 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. Amendment to the Appendix of the WRCOG Conflict of Interest Code

Action:

1. Adopted Resolution Number 24-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments Amending the Conflict of Interest Code pursuant to the Political Reform Act of 1974.

G. TUMF Program Activities Update: Approval of Reimbursement Agreements and one Reimbursement Agreement Amendment

Actions:

1. Authorized the Executive Director to execute a TUMF Reimbursement Agreement with the City of Jurupa Valley for the Right-of-Way and Construction Phases of the Van Buren Ave Widening Project (Limonite to Santa Ana River) in an amount not to exceed \$5,525,000.
2. Authorized the Executive Director to execute a TUMF Reimbursement Agreement with the City of Jurupa Valley for the Planning and Engineering Phases of the Market St Widening Project (Rubidoux to Santa Ana River) in an amount not to exceed \$793,000.
3. Authorized the Executive Director to execute a TUMF Reimbursement Agreement with the City of Jurupa Valley for the Planning and Engineering Phases of the Bellegrave Ave Widening Project (Cantu Galleano Ranch Rd to Van Buren) in an amount not to exceed \$140,000.
4. Authorized the Executive Director to execute a TUMF Reimbursement Agreement with the City of Jurupa Valley for the Planning and Engineering Phases of the Cantu Galleano Rand Rd Gap Closure Project (Bellegrave Ave to .31 Miles West) in an amount not to exceed \$76,000.
5. Authorized the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of San Jacinto for the Planning, Engineering, and Construction Phases of the Warren Rd Widening Project (Ramona Expressway to Upper Line) in an amount not to exceed \$4,807,000.

H. Cal Cities Activities Update**Action:**

1. Received and filed.

6. REPORTS / DISCUSSION**A. Update from the California State Association of Counties (CSAC)**

Andrea Mares, Board Assistant, County of Riverside District 3, reported that Supervisor Chuck Washington serves as the CSAC Urban Caucus Chair; Riverside County's population makes up over 80% of the state's total population.

One of CSAC's greatest accomplishments is with broadband accessibility. During the COVID-19 pandemic CSAC convened a first of its kind Broadband Coalition; advocacy of this matter led to the implementation of Senate Bill 156 (Communications: broadband), which will provide a \$6 billion investment on broadband infrastructure.

Committee member Chuck Washington indicated that CSAC's annual conference is scheduled in-person for November 29, 2021, through December 3, 2021, and will be held in Monterey, California. Committee member Washington is in-line to become First Vice-President of CSAC.

Action:

1. Received and filed.

B. Updates to WRCOG JPA and Bylaws

Dr. Kurt Wilson, WRCOG Executive Director, reported that the last major update to the JPA was in 2018.

Changes to the JPA include:

- Removed references to Morongo Band of Mission Indians.
- Removed reference to the use of member agency employees to perform agency functions.
- Revised and updated indemnification language.
- Removed outdated arbitration process.

Changes to the Bylaws include:

- Clarified the role of the Chairperson to include the power to execute documents, make appointments, and call special meetings.
- Clarified who will preside over meetings if Chair is absent.
- Clarifies duties of the Executive Director and General Counsel.
- Clarifies that the Executive Committee has ultimate oversight over Executive Director and General Counsel.
- Establishes selection, oversight, and termination of the Executive Director and General Counsel.
- Updates gender references.

Actions:

1. Directed staff to forward the JPA Amendment to WRCOG member agencies for their approval.
2. Adopted Resolution Number 25-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments amending its Bylaws.

RESULT: APPROVED AS RECOMMENDED

MOVER: Corona

SECONDER: Wildomar

AYES: Banning, Beaumont, Calimesa, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Murrieta, Norco, Perris, San Jacinto, Temecula, Wildomar, District 1, District 2, District 3, District 5, EMWD, WMWD

C. Inland Regional Energy Network Activities Update

I-REN is a collaborative effort between WRCOG, the Coachella Valley Association of Governments, and the San Bernardino Council of Governments for efforts specifically focused on communities within Riverside and San Bernardino Counties.

The WRCOG Executive Committee approved a joint cooperative agreement amongst the three agencies in December 2018. A Business Plan was submitted to the California Public Utilities Committees (CPUC) in February 2021. On October 13, 2021, the WRCOG Administration & Finance Committee approved an updated joint cooperative agreement between the three agencies.

RENs are coalitions of local governments created by the CPUC designed to administer energy efficiency programs independent of Investor-Owned Utilities (IOUs) that IOUs cannot or are not willing to do. There are currently 3 RENs that exist in the state of California - BayREN, SoCalREN, and 3-C Ren. I-REN would be the fourth REN authorized to operate in the state, and would serve solely communities within Riverside and San Bernardino Counties.

Casey Dailey, WRCOG Director of Energy and Environmental Programs, reported that Inland Regional

Energy Networks (I-REN) are funded by California utility ratepayers through the Public Goods charge levied on regular bills by IOUs, such as SCE and SoCal Gas.

I-REN will provide technical assistance to participating agencies to support facility improvements designed to reduce energy consumption (Public Sector). Workshop and trainings for local building departments and the building community will be held and cover updates and changes to Title 24 of the California Building Code (Codes & Standards). It will also support the expansion of career training and certification programs to support increasing the clean energy workforce in Riverside and San Bernardino Counties (Workforce Education & Training). All three participating agencies have received a great number of support letters.

There is no charge for member agencies to participate in I-REN. There is approximately \$600 million available annually through the Public Goods charge. WRCOG has applied for funding for the years 2022 through 2027. On October 18, 2021, the CPUC issued a Proposed Decision approving the application in the amount of \$65,577,932.

Committee member Matt Liesemeyer asked if the creation of I-REN will result in an increase of charges to tax payers.

Mr. Dailey responded that there would not be any increase in charges for the creation of I-REN.

Committee member Christian Dinco asked which entity has been responsible for administering the funding and programs.

Mr. Dailey responded that only one entity, SoCal REN, administers programs throughout the entire area of southern California.

Action:

1. Received and filed.

7. REPORT FROM THE TECHNICAL ADVISORY COMMITTEE CHAIR

The Technical Advisory Committee Chair was not present.

8. REPORT FROM COMMITTEE REPRESENTATIVES

Committee member Crystal Ruiz, SANDAG Borders Committee representative, reported that the Committee received a report from the Consulate General of Mexico. Due to a bad connection the remainder of the update was inaudible. The agenda for the SANDAG Borders Committee meeting was attached to item 5.E in the WRCOG agenda packet.

Committee member Ted Hoffman, SAWPA OWOW Steering Committee representative, reported that Proposition 1 - Round 2 grant funding has not yet been released. Applications will likely be made available in mid-November 2021. SAWPA is evaluating the development of a 4-year pilot program for weather modifications such as cloud seeding.

Committee member Ben Benoit, South Coast AQMD representative for cities in Riverside County,

reported that at its upcoming meeting, AQMD will review a rule for refineries.

9. REPORT FROM THE EXECUTIVE COMMITTEE CHAIR

Chair Spiegel reported that the WRCOG Strategic Planning Session has been set for December 3, 2021, from 9:00 a.m. to 3:30 p.m.

10. REPORT FROM THE EXECUTIVE DIRECTOR

Dr. Kurt Wilson reported that this Committee will not meet in January 2022.

11. ITEMS FOR FUTURE AGENDAS

Committee member Wendy Hewitt requested an update on the TUMF Nexus Study.

12. GENERAL ANNOUNCEMENTS

Committee member Benoit announced that the City of Wildomar's State of the City event is scheduled for November 4, 2021, at 6:00 p.m., at the Marna O'Brien Park.

Committee member Russ Brown announced that the City of Hemet's State of the City event is scheduled for November 5, 2021, at 6:00 p.m., at the Hemet Library Terrace.

13. CLOSED SESSION

- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PUSUANT TO SECTION 54956.9(d)(1):
 - U.S. Bankruptcy Court, Central Division - Case No. 6-12-12821
 - San Diego County Superior Court, Case No. 37-2019-00052111-CU-BT-NC (Andrade)
 - Imperial County Superior Court, Case No. ECU001264 (Cardoso)
 - San Diego County Superior Court, Case No. 37-2021-00014856-CU-MC-NC (Molina-Duarte)
 - San Diego County Superior Court, Case No. 37-2021-00007702-CU-MC-NC (Zunia/Sanchez)
 - San Diego County Superior Court, Case No. 37-2021-00008300-CU-MC-CTL (Carey)

There were no reportable actions.

14. NEXT MEETING

The next Executive Committee meeting is scheduled for Monday, December 6, 2021, at 2:00 p.m., on the Zoom platform.

15. ADJOURNMENT

The meeting was adjourned from Closed Session at 3:53 p.m. in memory of Moreno Valley Mayor Pro Tem Victoria Baca.



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: December 6, 2021

Requested Action(s):

1. Receive and file.

Purpose:

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

Background:

Fiscal Year 2020/2021 Agency Audit

WRCOG's annual Agency audit is currently in progress. Staff anticipate the audit to be completed and the CAFR issued in December 2021. Staff will begin to make presentations to the various WRCOG committees in January 2022. WRCOG has received the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting for the past seven years and will be applying for the award once the audit has been completed.

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

Financial Report Summary Through October 2021

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

Prior Action(s):

None.

Fiscal Impact:

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

Attachment(s):

[Attachment 1 - October 2021 Financials](#)



Western Riverside Council of Governments

Budget to Actuals

For Month Ending October 31, 2021

	Approved Budget 6/30/2022	Actual Thru 10/31/2021	Remaining Budget 6/30/2022
Total Agency Budget			
Revenues			
Member Dues	286,640	294,410	(7,770)
Overhead Transfer In	2,000,000	492,582	1,507,418
TUMF Commercial	4,800,000	251,747	4,548,253
TUMF Retail	4,800,000	1,097,763	3,702,237
TUMF Industrial	7,680,000	5,311,783	2,368,217
TUMF Single Family	19,200,000	12,917,217	6,282,783
TUMF Multi Family	9,600,000	744,038	8,855,962
TUMF Commerical - Admin Fee	200,000	10,489	189,511
TUMF Retail - Admin Fee	200,000	45,740	154,260
TUMF Industrial - Admin Fee	320,000	221,324	98,676
TUMF Single Family - Admin Fee	800,000	538,217	261,783
TUMF Multi-Family - Admin	400,000	31,002	368,998
Grant Revenue	1,663,000	554,333	1,108,667
RIVTAM	50,000	20,000	30,000
General Assembly Revenue	300,000	12,500	287,500
HERO Admin Revenue	2,250,000	637,500	1,612,500
Clean Cities Revenue	240,000	151,000	89,000
Solid Waste Revenue	112,970	125,202	(12,232)
Used Oil Grants	168,023	168,023	-
Regional Streetlights Revenue	211,725	105,863	105,863
Total Revenues	\$ 57,669,021	\$ 23,730,733	\$ 33,938,288
Expenses			
Salaries & Wages - Fulltime	2,745,899	823,770	1,922,129
Fringe Benefits	1,319,884	307,019	1,012,865
Overhead Allocation	1,682,458	560,819	1,121,639
General Legal Services	968,100	808,387	159,713
Bank Fees	33,885	11,959	21,926
Commissioners Per Diem	57,500	20,200	37,300
Parking Cost	20,000	7,030	12,970
Office Lease	350,000	107,362	242,638
Fuel Expense	1,500	53	1,447
General Assembly Expense	300,000	3,308	296,692
Parking Validations	15,450	2,399	13,051
Staff Recognition	1,000	1,052	(52)
Coffee and Supplies	3,000	1,173	1,827
Event Support	95,737	20,315	75,422
Meeting Support Services	5,250	32	5,218
Program/Office Supplies	13,700	10,464	3,236
Misc. Office Equipment	1,000	2,033	(1,033)
Computer Equipment/Supplies	2,000	3,154	(1,154)
Computer Software	102,000	4,249	97,751
Rent/Lease Equipment	15,000	3,749	11,251
Membership Dues	31,750	2,192	29,558
Subscriptions/Publications	4,250	1,096	3,154
Postage	5,350	1,700	3,650
Other Household Expenses	3,250	328	2,922
Storage	5,000	2,096	2,904
Recording Fee	10,000	9,689	311
Computer Hardware	16,500	551	15,949
Communications - Regular Phone	16,000	5,629	10,371



Western Riverside Council of Governments

Budget to Actuals

For Month Ending October 31, 2021

	Approved Budget 6/30/2022	Actual Thru 10/31/2021	Remaining Budget 6/30/2022
Total Agency Budget			
Communications - Cellular Phones	13,500	3,056	10,444
Communications - Computer Services	53,000	10,682	42,318
Insurance - Errors & Omissions	15,000	9,335	5,665
Insurance - Gen/Busi Liab/Auto	99,500	67,420	32,080
TUMF Project Reimbursement	46,080,000	3,232,491	42,847,509
Seminars/Conferences	9,650	1,064	8,586
Travel - Mileage Reimbursement	9,500	940	8,560
Travel - Airfare	4,250	350	3,900
Meals	7,400	852	6,548
Other Incidentals	5,000	43	4,957
Training	7,500	2,940	4,560
Consulting Labor	2,924,616	729,194	2,195,422
Total Expenses	\$ 57,513,228	\$ 6,921,930	\$ 50,733,052



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: December 6, 2021

Requested Action(s):

1. Receive and file.
-

Purpose:

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

Background:

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

Prior Action(s):

November 6, 2021: The Executive Committee received and filed.

Fiscal Impact:

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

Attachment(s):

[Attachment 1 - Nov 2021 Meeting recaps](#)



**Western Riverside Council of Governments
Executive Committee
Meeting Recap
November 1, 2021**

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

Agenda Packet: <https://www.wrcog.us/AgendaCenter/ViewFile/Agenda/11012021-535>

PowerPoint Presentation: <https://wrcog.us/DocumentCenter/View/9236/ec1121pp>

TUMF Credit Reimbursement Agreement and Amendments Approved

- An agreement with the City of Jurupa Valley for the Van Buren Widening (Limonite to Santa Ana River) Project was approved in the amount of not to exceed \$5,525,000.
- An agreement with the City of Jurupa Valley for the Market St Widening (Rubidoux to Santa Ana River) Project was approved in the amount of not to exceed \$793,000.
- An agreement with the City of Jurupa Valley for the Bellegave Ave Widening (Cantu Galleano Ranch Rd to Van Buren) Project was approved in the amount of not to exceed \$140,000.
- An agreement with the City of Jurupa Valley for the Cantu Galleano Gap Closure (Bellegrave Ave to .31M West) Project was approved in the amount of not to exceed \$76,000.
- An agreement amendment with the City of San Jacinto for the Warren Rd Widening (Ramona Expressway to Upper Line) Project was approved in the amount of not to exceed \$4,807,000.

Update to WRCOG JPA and Bylaws

- Changes to the JPA include:
 - Removed references to Morongo Band of Mission Indians.
 - Removed reference to the use of member agency employees to perform agency functions.
 - Revised and updated indemnification language.
 - Removed outdated arbitration process.
- Changes to the Bylaws include:
 - Clarified the role of the Chairperson to include the power to execute documents, make appointments, and call special meetings.
 - Clarified who will preside over meetings if Chair is absent.
 - Clarifies duties of the Executive Director and General Counsel.
 - Clarifies that the Executive Committee has ultimate oversight over Executive Director and General Counsel.
 - Establishes selection, oversight, and termination of the Executive Director and General Counsel.
 - Updates gender references.

Inland Regional Energy Network (I-REN) Activities Update

- RENs are funded by California utility ratepayers through the Public Goods charge levied on regular bills by IOUs, such as SCE and SoCal Gas.

- I-REN will:
 - Provide technical assistance to participating agencies to support facility improvements designed to reduce energy consumption (Public Sector).
 - Provide workshops and trainings for local building departments and the building community on updates and changes to Title 24 of the California Building Code (Codes & Standards).
 - Support expansion of career training and certification programs to support increasing the clean energy workforce in Riverside and San Bernardino Counties (Workforce Education & Training).

Next Meeting

This meeting was adjourned in memory of the late Victoria Baca, Moreno Valley Mayor Pro Tem. The next Executive Committee meeting is scheduled for Monday, December 6, 2021, at 2:00 p.m., on the Zoom platform.



**Western Riverside Council of Governments
Administration & Finance Committee
Meeting Recap
November 10, 2021**

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

Agenda Packet: <https://wrcog.us/DocumentCenter/View/9237/af-111021>

PowerPoint Presentation: <https://wrcog.us/DocumentCenter/View/9243/af1121pp>

Amendment to MOU with Riverside County Superintendent of Schools

- The Committee recommended that the Executive Committee approve an amendment to the November 2011 MOU with the Riverside County Superintendent of Schools. This amendment will allow the Superintendent to continue serving on the Executive Committee in an ex-officio capacity, without the need to annually renew the MOU.

Western Riverside Energy Partnership Program

- The Committee recommended that the Executive Committee approve a contract with SoCal Gas in the amount \$110,400. These funds will be used to assist Western Riverside Energy Partnership members with project identification / project support, community outreach, and other gas-related initiatives such as facility analyses.

PACE Program Activities Update

- The Committee recommended that the Executive Committee authorize the Executive Director to approve a Professional Services Agreement between WRCOG and David Taussig and Associates, Inc. (dta).

Riverside County Regional Broadband Efforts

- Tom Mullen, Riverside County Chief Data Officer, provided a presentation on the County's regional broadband efforts. The County continues its efforts to close the digital divide by promoting and enabling internet service providers (ISP) to deploy broadband services to communities that are not currently connected.
- The County has been coordinating with various entities, including WRCOG, CVAG, SANDAG, and SCAG, and multiple counties throughout Southern California, to identify, pursue, and funnel Federal and State broadband monies to the Inland Empire. Most of the State's funding that is allocated for broadband implementation is administered by the CPUC, which includes a lengthy and complex process to apply for and receive funding.
- Local governments are encouraged to evaluate adoption programs to subsidize monthly broadband service for low-income residents and requested the CPUC to fund this type of program. Additionally, local governments are encouraged to advocate the CPUC to streamline its application and review procedure.

Next Meeting

The next Administration & Finance Committee meeting is scheduled for Wednesday, December 8, 2021, at 12:00 p.m., on the Zoom platform.



**Western Riverside Council of Governments
Technical Advisory Committee
Meeting Recap
November 18, 2021**

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

Agenda Packet: <https://wrcog.us/DocumentCenter/View/9245/tac1121>

PowerPoint Presentation: <https://wrcog.us/DocumentCenter/View/9255/tac1121pp>

2022 Meeting Schedule Approved

Day and Time	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
3rd Thurs. @ 9:30 a.m.	20	17	17	21	19	DARK	21	18	15	20	17	DARK

MS4 Permit Update

- Darcy Kuenzi, Riverside County Flood Control, provided an update on MS4 permit compliance in Riverside County.
- Riverside County Flood Control, Riverside County, the Coachella Valley Water District, and all 27 cities in Riverside County are all co-permittees which implement the various MS4 permits throughout Riverside County.
- The update specifically discussed the status of various areas including the Santa Margarita River, Lake Elsinore / Canyon Lake, and the Middle Santa Ana River.

GO-Biz Update

- Matt Mena with the Governor's Office of Business and Economic Development (GO-Biz) provided an overview of economic development offerings through their office, which include resource / technical assistance, grant opportunities, tax credits and various other programs for businesses seeking to grow and/or expand in California.
- GO-Biz also provided a general update on the State budget and allocations for major initiatives such as workforce training, broadband infrastructure, Zero Emission Vehicle infrastructure, tourism, film, small businesses, and innovation hubs.
- Member agencies are encouraged to leverage the resources and assistance provided through GO-Biz and contact the Inland Empire Representative, Matt Mena, at matthew.mena@gobiz.ca.gov.

Next Meeting

There TAC is DARK in the month of December. The next TAC meeting is scheduled for Thursday, January 20, 2022, at 9:30 a.m., on the Zoom platform.



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Report out of WRCOG Representatives on Various Committees
Contact: Chris Gray, Deputy Executive Director, cgray@wrcog.us, (951) 405-6710
Date: December 6, 2021

Requested Action(s):

1. Receive and file.

Purpose:

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

Background:

This item serves as a placeholder for WRCOG representatives' use in providing materials 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 not yet been scheduled.

SANDAG Borders Committee (Crystal Ruiz)

The SANDAG Borders Committee met on November 19, 2021. Agenda highlights include:

1. State of Baja California XXIV Legislature Commission of Border and Immigration Affairs.
2. San Ysidro Mobility Hub Planning.
3. State Route 11 / Otay Mesa East - Mesa de Otay II Port of Entry Project Update.
4. Tribal Transportation and Climate Adaptation Planning.
5. San Diego-Tijuana Transboundary Water Pollution.

The next SANDAG Borders Committee is scheduled for December 17, 2021.

SAWPA OWOW Steering Committee (Ted Hoffman)

The SAWPA OWOW Steering Committee meeting scheduled for November 18, 2021, has been cancelled. The next SAWPA OWOW Steering Committee meeting is scheduled for January 27, 2022.

Prior Action(s):

November 1, 2021: The Executive Committee received and filed.

Fiscal Impact:

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

Attachment(s):

[Attachment 2 - SANDAG Borders Committee agenda November 19, 2021](#)

Attachment

SANDAG Borders Committee
agenda
November 19, 2021

SANDAG

Borders Committee Agenda

Friday, November 19, 2021

12:30 p.m.

****Teleconference Meeting****

MEETING ANNOUNCEMENT AMIDST COVID-19 PANDEMIC:

The Borders Committee meeting scheduled for Friday, November 19, 2021, will be conducted virtually in accordance with Governor Newsom's State of Emergency declaration regarding the COVID-19 outbreak, Government Code Section 54953(e), and Assembly Bill 361 (Rivas 2021).

Committee members will primarily participate in the meeting virtually, while practicing social distancing, from individual remote locations.

To participate via Zoom webinar, click the link to join the meeting: <https://zoom.us/j/95650373211>

Webinar ID: 956 5037 3211

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

+1 (669) 900-6833

+1 (253) 215-8782

+1 (346) 248-7799

+1 (929) 205-6099

+1 (301) 715-8592

+1 (312) 626-6799

International numbers available: <https://zoom.us/u/aq1QKFycU>

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

Public Comments: Persons who wish to address the members on an item to be considered at this meeting, or on non-agendized issues, may email comments to the Clerk at clerkoftheboard@sandag.org (please reference "November 19, 2021, Borders Committee Meeting," in your subject line and identify the item number(s) to which your comments pertain). Comments received by 4 p.m. on Thursday, November 18, will be provided to members prior to the meeting. If you desire to provide live verbal comment during the meeting, please join the Zoom meeting by computer or phone and use the "Raise Hand" function to request to provide public comment. On a computer, the "Raise Hand" feature is on the Zoom toolbar. By phone, enter *9 to "Raise Hand" and *6 to unmute. Requests to provide live public comment must be made at the beginning of the relevant item, and no later than the end of any staff presentation on the item. The Clerk will call on members of the public who have timely requested to provide comment by name for those joining via a computer and by the last three digits of for those joining via telephone. All comments received prior to the close of the meeting will be made part of the meeting record. Please note that any available chat feature on the Zoom meeting platform should be used by panelists and attendees solely for procedural or other "housekeeping" matters as comments provided via the chat feature will not be retained as part of the meeting record. All comments to be provided for the record must be made via email or orally per the instructions above.



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

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

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

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

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

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

如有需要, 我们可以把SANDAG议程材料翻译成其他语言.

请在会议前至少 72 小时打电话 (619) 699-1900 提出请求.

Vision Statement

Pursuing a brighter future for all.

Mission Statement

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

Our Commitment to Equity

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

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

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

Borders Committee

Friday, November 19, 2021

Item No.		Action
1.	Public Comments/Communications/Member Comments Members of the public shall have the opportunity to address the Borders Committee on any issue within the jurisdiction of the Committee that is not on this agenda. Public speakers are limited to three minutes or less per person. Committee members also may provide information and announcements under this agenda item. If the number of public comments under this agenda item exceeds five, additional public comments will be taken at the end of the agenda. Subjects of previous agenda items may not again be addressed under public comment.	
2.	Chief Executive Officer's Report <i>Hasan Ikhata, SANDAG</i> An update on key programs, projects, and agency initiatives will be presented.	Discussion
Consent		
+3.	Approval of Meeting Minutes <i>Francesca Webb, SANDAG</i> The Borders Committee is asked to approve the minutes from its October 22, 2021 meeting.	Approve
Reports		
4.	State of Baja California XXIV Legislature Commission of Border and Immigration Affairs <i>Diputado Román Cota, State of Baja California</i> The XXIV Legislature of the State of Baja California was elected on June 6, 2021 and took office on August 1, 2021. A report on recent legislative activities, including the Commission of Border and Immigration Affairs, will be presented.	Information
5.	San Ysidro Mobility Hub Planning <i>Zach Hernandez, SANDAG</i> Information on efforts to advance planning and implementation of the future San Ysidro Mobility Hub per San Diego Forward: The 2021 Regional Plan will be presented.	Information
6.	State Route 11/Otay Mesa East - Mesa de Otay II Port of Entry Project Update <i>Mario Orso, Caltrans and Maria Rodriguez-Molina, SANDAG</i> An update on the State Route 11/Otay Mesa East - Mesa de Otay II Port of Entry project will be presented.	Information

- | | | |
|-----|---|-------------|
| 7. | Tribal Transportation and Climate Adaptation Planning
<i>Shasta Gaughen, Pala Government</i>
<p>The Pala Band of Mission Indians, in partnership with Jamul Indian Village was awarded a Caltrans Senate Bill 1 Sustainable Communities Planning Grant in 2019 to develop a climate-focused tribal transportation adaptation plan. Pala and Jamul have both assessed how their transportations systems are vulnerable to the effects of climate change and developed adaptation plans for adapting to and mitigating those effects. An overview on the process and the road map used for the climate-focused tribal transportation adaptation plan, will be presented.</p> | Information |
| +8. | San Diego-Tijuana Transboundary Water Pollution
<i>Doug Liden, U.S. Environmental Protection Agency</i>
<p>An update on alternatives analysis to address the transboundary wastewater pollution issues in the San Diego-Tijuana region, in accordance with the US-Mexico-Canada (USMCA) treaty legislation, will be presented.</p> | Information |
| 9. | Upcoming Meetings
<p>The next Borders Committee meeting is scheduled for Friday, December 17, 2021, at 12:30 p.m.</p> | Information |
| 10. | Adjournment | |

+ next to an item indicates an attachment



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Amendment to MOU with the Riverside County Superintendent of Schools
Contact: Dr. Kurt Wilson, Executive Director, kwilson@wrcog.us, (951) 405-6701
Date: December 6, 2021

Requested Action(s):

1. Approve an amendment to the MOU with the Riverside County Superintendent of Schools for the Superintendent to continue serving as an ex-officio member of the Executive Committee.

Purpose:

The purpose of this item is to approve an extension of the MOU with the Riverside County Superintendent of Schools, providing for the Superintendent to continue serving as an ex-officio representative to the Executive Committee.

Background:

WRCOG has a Memorandum of Understanding (MOU) with the Riverside County Superintendent of Schools for an advisory, ex-officio membership on the Executive Committee.

The Executive Director and the Riverside County Superintendent of Schools have discussed the ex-officio arrangement and are proposing to the Executive Committee that the current arrangement as articulated in the MOU be extended without the need for an annual renewal. Attached is an amendment to the original MOU.

Prior Action(s):

November 10, 2021: The Administration & Finance Committee recommended that the Executive Committee approve an amendment to the MOU with the Riverside County Superintendent of Schools for the Superintendent to continue serving as an ex-officio member of the Executive Committee.

December 1, 2020: The Executive Committee approved a one-year extension to the MOU with the Riverside County Superintendent of Schools for the Superintendent to continue serving as an ex-officio member of the Executive Committee.

Fiscal Impact:

The Riverside County Superintendent of Schools pays annual dues to WRCOG in the amount of \$17,000, which is budgeted in the General Fund and recorded as revenue.

Attachment(s):

[Attachment 1 - MOU with Riverside County Superintendent of Schools](#)

**AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
AND THE
RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS
AUTHORIZING THE RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS'
MEMBERSHIP AS AN EX-OFFICIO, ADVISORY MEMBER OF WRCOG**

THIS AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS AND THE RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS is made and effective as of December 6, 2021, by and between the RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS ("Superintendent") and the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS ("WRCOG"). Superintendent and WRCOG are sometimes collectively referred to as the "PARTIES."

RECITALS

- A. Pursuant to Section 6.1 of the Joint Powers Agreement ("JPA") entered into between members of WRCOG, districts which are significantly involved in regional problems and the boundaries of which include territory within the WRCOG's boundaries may be eligible for membership as an advisory member.
- B. On November 7, 2011, the Executive Committee and Superintendent entered into a Memorandum of Understanding (the WRCOG / Superintendent MOU) to designate Superintendent as an ex-officio, non-voting member of the Executive Committee, subject to annual renewal.
- C. Superintendent and WRCOG now desire to remove the requirement to annually renew the WRCOG / Superintendent MOU.
- D. WRCOG and Superintendent believe that by continuing to work together Western Riverside County will be better positioned to address the educational challenges of the region.

MUTUAL UNDERSTANDINGS

NOW, THEREFORE, in consideration of the foregoing facts, the PARTIES wish to amend the WRCOG / Superintendent MOU as follows:

1. Paragraph 3 of the WRCOG / Superintendent MOU shall be amended to read as follows:
 - 3 Duration of Membership. Superintendent shall continue as an ex-officio, non-voting member of the Executive Committee until such time as the WRCOG / Superintendent MOU is amended or terminated as set forth herein.

2. Except as expressly amended herein, all other provisions of the WRCOG / Superintendent MOU shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES have caused this Amendment of the WRCOG / Superintendent MOU to be effective as of the day first above written.

**RIVERSIDE COUNTY SUPERINTENDENT
OF SCHOOLS**

**WESTERN RIVERSIDE COUNCIL OF
GOVERNMENTS**

By: _____
Edwin Gomez, Ed.D
Superintendent, Riverside County Office
of Education

By: _____
Karen Spiegel
Chair, Executive Committee



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: PACE Programs Activities Update - Assessment District Administration Services
Contact: Casey Dailey, Director of Energy & Environmental Programs, cdailey@wrcog.us, (951) 405-6720
Date: December 6, 2021

Requested Action(s):

1. Authorize the Executive Director to approve a Professional Services Agreement between WRCOG and David Taussig and Associates, Inc., doing business as dta.

Purpose:

The purpose of this item is to request approval on the Professional Services Agreement with David Taussig and Associates, Inc. (dta).

Background:

On December 7, 2020, the Executive Committee discontinued WRCOG's Residential Property Assessed Clean Energy (PACE) Program due to years of declining PACE assessments and the filing of bankruptcy by Renovate America. To ensure the ability to administer the Program, WRCOG's PACE Program was originally setup to pay itself and its partners, dta, Public Financial Management (PFM), Best Best & Krieger (BB&K), and trustees Deutsche Bank and Bank of New York Mellon through the cost of issuance of each Residential PACE bond. As the Residential PACE Program winds down and the assessments continue to decrease over time (through pay-offs and refinances), costs related to providing these administrative services continue to be recovered through the Annual Assessment Administrative Fee.

This fee is charged to the property owner annually on their property tax bill and is either \$70, \$80, or \$95 depending on the year of the assessment.

Request for Proposal (RFP) for Annual Administration of Assessment Districts and Micro-bond Sales

WRCOG currently contracts for assessment district and micro-bond sales services related to WRCOG's PACE Programs with dta. These services are included as part of WRCOG's Residential and Commercial Programs. However, the current contract has reached its term as well as the number of issued amendments, per WRCOG's Procurement and Purchasing Policy. To align with WRCOG's Procurement and Purchasing Policy, staff developed and distributed an RFP on August 24, 2021, to solicit professional services for the annual administration of assessment districts and micro-bond sales to fund authorized WRCOG PACE Program facilities.

Staff received one proposal. This proposal was from the existing contractor, dta. Multiple WRCOG staff evaluated and interviewed the proposing firm and have determined that the proposing firm has the knowledge and expertise to cost effectively provide these professional services for WRCOG's PACE Programs.

The scope of services proposed by dta reflects that of the current contract and includes but is not limited to the following:

1. Formation of Assessment Districts and Bond Sales:

- Assist the WRCOG project team with the preparation of required documents, including the Engineer's report (or other similar documents), assessment agreements, bond documents, and related items.
- Review assessment documentation for each parcel.
- Enter parcel data, such as the Assessor's Parcel Number (APN), debt service, and situs and mailing address, into dta's system.
- Technical assistance and meeting support.

2. Annual Administration:

- Maintain a database of the parcels within each program, which will include the APN, annual assessment amount, and all other relevant data.
- Submit the annual assessment levy on or before August 10th of each year, or such other date specified by the applicable county, to the Auditor-Controller for inclusion on the consolidated property tax bills.
- Review county records to determine which parcels are delinquent in the payment of taxes after each installment. DTA shall prepare a Delinquency Report and may send reminder letters to delinquent property owners, as requested.
- Provide the trustee with instructions regarding the allocation of assessments received.
- Support responses to property owner questions.

Currently, the incumbent consultant, dta, receives \$20 per assessment per year paid through the annual administrative fee paid by all property owners with WRCOG PACE assessments. This proposed contract will result in the consultant receiving \$25 per assessment per year, or approximately \$175,000 more per year, for the services provided. This increase is due, in part, to the existing workload involved in the administration of WRCOG PACE assessments and the fact that there are no new residential PACE assessments being issued by WRCOG. This increase will not result in any property owners, with WRCOG PACE assessments, realizing an increase in their annual administrative fee. The increase in cost will result in less revenue coming to WRCOG for its overall administration of the PACE Program.

Staff requests that the Executive Committee authorize the Executive Director to approve the Professional Services Agreement with dta (Attachment 1).

Prior Action(s):

November 10, 2021: The Administration & Finance Committee recommended that the Executive Committee authorize the Executive Director to approve a Professional Services Agreement between WRCOG and David Taussig and Associates, Inc., doing business as dta.

Fiscal Impact:

The costs associated with the proposed Agreement are paid through administrative fees incurred by property owners with WRCOG PACE assessments.

Attachment(s):

[Attachment 1 - Professional Services Agreement with DTA.pdf](#)

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 2021, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG") and David Taussig and Associates, Inc. dba DTA a California corporation ("Consultant"). WRCOG and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by WRCOG on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing services for the formation and annual administration of an assessment district and micro-bond sales to fund authorized Property Accessed Clean Energy (PACE) program facilities, 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 Assessment Administration for the WRCOG PACE Program ("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 services necessary for the formation and annual administration of an assessment district and micro-bond sales to fund authorized PACE program facilities 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 the date first hereinabove written and shall end three (3) years later, with no more than two options to renew or amend unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The term of this Agreement may be extended by written agreement between the Consultant and the Executive Director of WRCOG.

3.2 Responsibilities of Consultant.

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

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, to ensure timely implementation of the Project. 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: Andrea Roess, Managing Director.

3.2.5 WRCOG's Representative. WRCOG hereby designates Casey Dailey, Director of Energy & Environmental Programs, 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 Andrea Roess, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and

attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

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

3.2.10 Insurance.

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

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

Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

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

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

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

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

(A) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) Bodily Injury and Property Damage; (2) Personal Injury / Advertising Injury; (3) Premises / Operations Liability; (4) Products / Completed Operations Liability; (5) Aggregate Limits that Apply per Project; (6) Explosion, Collapse and Underground (UCX) exclusion deleted; (7) Contractual Liability with respect to this Agreement; (8) Broad Form Property Damage; and (9) Independent Consultants Coverage. (ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement. (iii) The policy shall give WRCOG, its Directors, officials, officers, employees, volunteers and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage. (iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from WRCOG's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing Updated March 17, 2021 the exact same coverage.

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

(C) Workers' Compensation and Employers Liability Coverage.

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

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

(D) All Coverages. 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 Updated March 17, 2021 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 the WRCOG. Consultant shall guarantee that, at the option of WRCOG, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects WRCOG, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

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

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

3.2.10.9 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 subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "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 forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and

“maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. WRCOG shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the WRCOG, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. WRCOG may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to WRCOG, and for which Consultant has not been previously compensated, 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: David Taussig and Associates, Inc. dba DTA
5000 Birch Street, Suite 3000
Newport Beach, CA 92660
Attn: Andrea Roess

Facsimile: (949) 955-1590

WRCOG: Western Riverside Council of Governments
3390 University Avenue, Suite 200
Riverside, CA 92501
Attn: Executive Director
Facsimile: (951) 223-9720

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

Notwithstanding the previous paragraph, all computer software (including without limitation financial models, compilations of formulas, spreadsheet models, source code, PACEAnalytics Software, DTA Dashboards, and the Property Owner Portal), inventions, designs, programs, improvements, processes and methods (collectively, the "Proprietary Models") used or developed by Consultant in performing its work is proprietary and shall remain property owned solely by, or licensed by a third party to the Consultant. WRCOG acknowledges that any Proprietary Model that Consultant uses to generate reports pursuant to the Services is owned by, or is duly licensed from a third party to Consultant and is not being provided to WRCOG hereunder.

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. Notwithstanding the above, computer software (including without limitation financial models, compilations of formulas and spreadsheet models, source code, PACEAnalytics Software, DTA Dashboards, and the Property Owner Portal, prepared by Consultant are Instruments of Service

of Consultant and shall remain the property of Consultant. Consultant shall likewise retain all common law, statutory and other reserved rights, including the copyright thereto.

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 license for all such Intellectual Property as provided herein.

WRCOG further is granted by Consultant a non-exclusive 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 during the life of the Agreement. Upon termination of the Agreement, WRCOG shall no longer have a license to copy, use, modify, or sub-license any of Consultant's Proprietary models, which include PACEAnalytics Software, DTA Dashboards, and the Property Owner Portal, or the source code related to any of these software programs.

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

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

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

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

3.5.6 Indemnification. Consultant shall defend, indemnify and hold the WRCOG, its officials, officers, 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 negligent or wrongful acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors and subcontractors, 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 reimburse WRCOG and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs 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 the WRCOG, its directors, officials, officers, employees, agents or volunteers. No third party shall be a direct beneficiary of this Section 3.5.6. The covenants contained in this Section 3.5.6 shall survive the termination of this Agreement.

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

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

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

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

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

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

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work

days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to WRCOG include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

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

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

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

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

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of any WRCOG's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

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

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

3.6 Subcontracting.

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

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

DAVID TAUSSIG AND ASSOCIATES,
INC. DBA DTA

By: _____
Kurt Wilson
Executive Director

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
General Counsel
Best Best & Krieger LLP

EXHIBIT “A”

SCOPE OF WORK

David Taussig and Associates, Inc.. dba DTA shall provide the consulting services necessary to assist the Western Riverside Council of Governments (“WRCOG”) project team with the ongoing administration of WRCOG’s PACE Programs. Our Scope of Work is shown below as two separate phases.

Phase I: Formation and Bond Sale

Tasks to be completed by DTA shall include the following:

- o Assist WRCOG project team with the preparation of required documents, including the Engineer’s report (or other similar documents), assessment agreements, bond documents, and related items.
- o Review assessment documentation for each parcel.
- o Enter parcel data, such as the Assessor’s Parcel Number (“APN”), debt service, and situs and mailing address, into the DTA system.
- o Attend meetings and provide verbal consulting services and advice to the WRCOG project team.

Phase II: Annual Administration

Tasks completed by DTA for each PACE program shall include the following:

Basic Tasks

The tasks under this section are included within our fee as explained in Exhibit B:

- o DTA will prepare is proprietary PACEAnalytics system for the tasks related specially to the administration of the program, including the following:
 - o Populate the property owner web portal database with WRCOG’s assessment data; and
 - o Integrate web portal data entry by property owners to generate payoff and paydown requests with DTA’s proprietary PACEAnalytics system.
 - Please note that property owners will be required to pay a \$50 document generation fee to DTA when submitting a request for a payoff or paydown.

As WRCOG’s current PACE Administrator, DTA has updated PACEAnalytics and our web portal with WRCOG’s most recent assessment data and would not have any downtime in commencing work on the project.

- o For each participating county, DTA shall maintain a database of the parcels within each program, which will include the APN, annual assessment amount, and all other relevant data.

- o DTA will submit the annual assessment levy on or before August 10th of each year, or such other date specified by the applicable county to the Auditor-Controller, for inclusion on the consolidated property tax bills.
- o DTA shall review county records to determine which parcels are delinquent in the payment of taxes after each installment. DTA shall prepare a Delinquency Report and may send reminder letters to delinquent property owners, as requested.
- o DTA shall provide the trustee with instructions regarding the allocation of assessments received.
- o DTA will respond to property owner questions. DTA will refer all inquiries regarding legal complaints, contractor issues, and improvements installed to WRCOG or the designee.

Extra Tasks

- o Any work related to delinquencies and/or foreclosure proceedings following the removal of the charge from the applicable county's tax roll will be charged an additional fee (to be charged by the delinquent property owner); and
- o Preparation of prepayment calculations as requested by the district, property owner, or other interested party. Following each prepayment, DTA will prepare the appropriate bond call documents for the applicable trustee.

EXHIBIT "B"

FEE SCHEDULE

Phase I: Formation and Bond Sale

DTA's total fee for Phase I of the Scope of Work is equal to 0.52% of the amount deposited in the applicable program fund for each series of bonds and is due and payable at the time of each bond closing.

Phase II: Annual Administration

DTA's total compensation (including expenses) for completion of the tasks under Phase II of the Scope of Work is shown in the table below.

Proposed Budget

Project Task	Charge
Prepayment Process Setup	\$10,000 Fixed Fee ¹
Basic Tasks for Each PACE Program	Fixed Fee of \$1,750 per County, Plus \$25.00 per Parcel per Fiscal Year
Additional Delinquency/Foreclosure Work Following the Removal of the Delinquent Assessment Installments from the Tax Roll	Time and Materials ²
Assessment Payoffs and Bond Redemptions	\$100 Fixed Fee per Prepayment (Either Full or Partial) ³

Notes:

1. To be paid from the Administrative Expense Account by requisition from WRCOG.
2. To be paid by the delinquent property owner through the foreclosure process.
3. To be included as a line item on prepayment statements and paid from the Administration Expense Account by requisition from WRCOG. In addition, property owners will be required to pay a \$50 document generation fee to DTA when submitting a request for a payoff or paydown.

The fixed fee for Prepayment Process Setup is a one-time fee and shall be invoiced upon receipt of the Notice of Authorization to Proceed. Fees for Assessment Payoffs and Bond Redemptions shall be invoiced on or about the first two weeks of each month. For all Basic Tasks performed, payments will be made by WRCOG upon presentation of an invoice by DTA. Payments will be made by WRCOG upon presentation of an invoice by DTA twice a year after annual assessments are received by each participating county.

Phase III: Limitations

Any consulting services not included within the Scope of Work shall be charged on a time and materials basis at the rates shown in the Proposed Budget Table or mutually agreed-upon fixed amount.

DTA's Fee Schedule

Labor Category	Labor Rate
President/Managing Director	\$290/Hour
Senior Vice President	\$260/Hour
Vice President	\$240/Hour
Senior Manager	\$205/Hour
Manager	\$195/Hour
Senior Associate	\$185/Hour
Associate III	\$175/Hour
Associate II	\$165/Hour
Associate I	\$150/Hour
Research Associate II	\$140/Hour
Research Associate I	\$125/Hour

Additional tasks may include but are not limited to the following:

- o Consulting services after the removal of assessment installments from the property tax roll pertaining to the collection of delinquent assessment installments and/or assistance with foreclosure actions/proceedings;
- o Consulting services and/or database setup/updates pertaining to bond refunding's, securitizations, exchanges, and/or restructurings;
- o All hourly rates are subject to cost-of-living increase every 12 months, not to exceed an increase of 5% per year;
- o Consulting services related to a Financial Needs Analysis ("FNA") (or other) delinquency purchases;
- o Creation of new/custom reports or other requests from WRCOG;
- o For an additional fee, we can assist with developing a custom dashboard to allow WRCOG to access key information pertaining to their assessments; and
- o In addition, DTA shall invoice WRCOG for certain expenses, including but not limited to the pass through of county enrollment and roll correction costs.



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Approval of Executive Committee 2022 Meeting Schedule
Contact: Chris Gray, Deputy Executive Director, cgray@wrcog.us, (951) 405-6710
Date: December 6, 2021

Requested Action(s):

1. Approve the Schedule of Executive Committee meetings for 2022.

Purpose:

The purpose of this item is to provide and obtain approval of a meeting schedule for 2022.

Background:

Below are the proposed 2022 meeting dates for the Executive Committee (EC). All EC meeting dates are proposed for the 1st Monday of the month, monthly, at 2:00 p.m.

Day and Time	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
1st Mon. @ 2:00 p.m.	Canceled	7	7	4	2	6 & 24 ¹	11 ²	1	12 ²	3	7	5

¹Executive Committee meeting will be held at 10:00 a.m.

²Executive Committee meeting scheduled for the 2nd Monday due to observance of Fourth of July and Labor Day.

Prior Action(s):

None.

Fiscal Impact:

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

Attachment(s):

None.



Western Riverside Council of Governments Executive Committee

Staff Report

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

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

Date: December 6, 2021

Requested Action(s):

1. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Lake Elsinore for the Planning Phase of the I-15 / Nichols Road Interchange in an amount not to exceed \$4,000,000.
2. Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Moreno Valley for the Construction Phase of the SR-60 / Moreno Beach Interchange in an amount not to exceed \$24,558,480.

Purpose:

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

Background:

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

TUMF Reimbursement Agreements

One Reimbursement Agreement and one Reimbursement Agreement Amendment are being presented for approval. A Reimbursement Agreement is a document between WRCOG and a member agency and allows WRCOG to provide funding for TUMF expenses incurred for the Planning, Design, Engineering, and/or Construction of a TUMF project. The requested Reimbursement Agreement and Reimbursement Agreement Amendment are listed below by member agency and project.

City of Lake Elsinore:

1. The I-15 / Nichols Road Interchange Project Agreement sets the amount of funding in the Project Study Report / Project Advancement and Environmental Document Phase to an amount not to exceed \$4,000,000.

City of Moreno Valley:

1. The SR-60 / Moreno Beach Interchange Project Agreement Amendment increases the amount of funding in the Planning, Engineering, Right-of-Way, and Construction Phases by \$3,800,000 to an amount not to exceed \$24,558,480.

Prior Action(s):

December 7, 2020: The Executive Committee authorized the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Moreno Valley for the Planning, Engineering, Right-of-Way, and Construction Phases of the SR-60 / Moreno Beach Interchange Project in an amount not to exceed \$20,758,480.

Fiscal Impact:

Transportation Department activities are included in the Agency's adopted Fiscal Year 2021/2022 Budget under the Transportation Department and each Reimbursement Agreement is consistent with the Central and Southwest Zone TIPs.

Attachment(s):

[Attachment 1 - I-15 Nichols Agreement](#)

[Attachment 2 - SR-60 Moreno Beach Agreement Amendment](#)

Attachment 1

TUMF Reimbursement Agreement
with the City of Lake Elsinore for the
I-15 / Nichols Rd Interchange Project

**TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
NICHOLS ROAD / I-15 INTERCHANGE
PLANNING PHASE**

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is entered into as of this day of ____, 20__, by and between the Western Riverside Council of Governments (“WRCOG”), a California joint powers authority and City of Lake Elsinore, a California municipal corporation (“AGENCY”). WRCOG and AGENCY are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

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

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

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

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

AGREEMENT

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

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

- 1) PSR – Project Study Report
- 2) PA&ED – Project Approvals & Environmental Document

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed Four Million Dollars (\$4,000,000), to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein (“Funding Amount”). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study (“Maximum TUMF Share”), as may be amended from time to time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Termination.

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

(b) Effect of Termination. In the event that the AGENCY terminates this Agreement, the AGENCY shall, within 180 days, repay to WRCOG any unexpended TUMF Program Funds provided to the AGENCY under this Agreement and shall complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. In the

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

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

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

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

18. Indemnification.

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

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

in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of WRCOG.

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

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

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

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

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

(iii) Contain standard separation of insured provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to AGENCY: City of Lake Elsinore
130 South Main Street
Lake Elsinore, CA 92530
Attention: Jason Simpson, City Manager
Telephone: (951) 674-3124
Facsimile: (951) 674-2392

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

CITY OF LAKE ELSINORE

By: _____ Date: _____
Dr. Kurt Wilson
Executive Director

By: _____ Date: _____
Robert Magee
Mayor

Approved to Form:

Approved to Form:

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

By: _____ Date: _____
Barbara Leibold
City Attorney

Attestation:

By: _____ Date: _____
Candice Alvarez, MMC
City Clerk

EXHIBIT “A”**SCOPE OF WORK**

Nichols Road / I-15 Interchange serves the City of Lake Elsinore and surrounding communities. Nichols Road is designated as an Urban Arterial Highway (6-lanes). The interchange is a diamond configuration with future industrial and residential properties to the west and residential and commercial properties to east. The Nichols Road ramps are adjacent intersections within the project area are controlled by Stop signs. The proximity of local intersections to the On-/Off-ramps combined with the anticipated future peak hour peak volumes will cause congestion and delays at Nichols Road / I-15 Interchange. The purpose of the proposed project would be to relieve congestion by improving traffic operation and reduce congestion in the vicinity of Nichols Road / I-15 ramps. The improvement would also have to accommodate the projected 2050 traffic flow at ramp intersections and the region transportation system. In order to accomplish this objective, the City of Lake Elsinore in cooperation with Caltrans is initiating the PSR phase of this project.

The scope of work for the PSR / PA&ED phase of this project includes: preparation of preliminary engineering alternative analysis, preparation of preliminary environmental analysis report (PEAR), traffic engineering performance assessment (TEPA), development of a cost estimate and project schedule, traffic impact analysis, value analysis, right-of-way engineering and appraisal, preparation of environmental studies, project management and coordination, preparation of final project report, preparation of final environmental assessment report, and other reports as needed.

EXHIBIT “A-1”**ESTIMATE OF COST**

Phase	TUMF	LOCAL	TOTAL
PSR / PA&ED	\$4,000,000.00	\$750,000.00	\$4,750,000.00
PS&E			
RIGHT OF WAY			
CONSTRUCTION			
TOTAL			

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

Phase	Estimated Completion Date	Estimated Cost	Comments
PSR / PA&ED	October 2025	\$4,750,000	\$750,000 of local contribution
PS&E	October 2027		
RIGHT OF WAY	October 2027		
CONSTRUCTION	January 2029		
TOTAL			

Elements of Compensation

EXHIBIT “B”

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

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

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

Signed _____

Title _____

Date _____

Invoice No. _____

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

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

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

1. ELEMENTS OF COMPENSATION.

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

1.1 DIRECT LABOR COSTS.

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

1.1.1 DIRECT SALARY COSTS

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

1.1.2 MULTIPLIER

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

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

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

1.1.2.3 Overhead Costs _____

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

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

1.2 FIXED FEE.

1.2.1 The fixed fee is \$ _____.

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

1.3 ADDITIONAL DIRECT COSTS.

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

Rates for identified Additional Direct Costs are as follows:

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

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

2. DIRECT SALARY RATES

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

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

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

[__sample__]

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

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

3. INVOICING.

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

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

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

Signed _____
Title _____
Date _____
Invoice No. _____

4. PAYMENT

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

EXHIBIT B-2
Sample Cover Letter to WRCOG

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

Re: Project Title - Invoice #__

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

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

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

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

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

By: _____
Name
Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

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

Invoice # _____

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

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

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

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

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

By: _____
Name
Title

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

EXHIBIT B-5
Sample Progress Report

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

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

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

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

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

Attachment 2

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

**AMENDMENT NO. 9 TO TRANSPORTATION UNIFORM MITIGATION FEE
PROGRAM AGREEMENT**

MORENO BEACH/SR-60 INTERCHANGE

This Amendment No. 9 to Transportation Uniform Mitigation Fee Program Agreement (“Amendment No. 9”) is entered into this _____ day of _____, 2021, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (“WRCOG”) and **CITY OF MORENO VALLEY** (“AGENCY”). WRCOG and the AGENCY are sometimes referred to individually as “Party” and collectively as “Parties.”

RECITALS

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

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

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

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

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

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

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

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

H. “WRCOG and AGENCY have entered into an amendment to the Agreement titled “Amendment No. 7 to Transportation Uniform Mitigation Fee Program Agreement” that is dated **September 29, 2020** (“Amendment No. 7”).”

I. “WRCOG and AGENCY have entered into an amendment to the Agreement titled “Amendment No. 8 to Transportation Uniform Mitigation Fee Program Agreement” that is dated **January 6, 2021** (“Amendment No. 8”).”

J. The Parties desire to amend the Agreement, as amended by Amendment Nos. 1, 2, 3, 4, 5, 6, 7 and 8, by increasing the funding amount in the CONSTRUCTION Phase 2 as set forth in “Exhibit A-1” of this Amendment.

AGREEMENT

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

1. The Funding Amount contained in Section 2 of the Agreement as amended by Amendment Nos. 1, 2, 3, 4, 5, 6, 7 and 8 CONSTRUCTION Phase 2 is hereby increased by Three Million Eight Hundred Thousand Dollars (\$3,800,000). The Total Funding amount is also increased to Twenty Four Million Five Hundred Fifty Eight Thousand Four Hundred and Eighty Dollars (\$24,558,480).

2. Exhibits “A” and “A-1” of the Agreement as amended by Amendments Nos. 1, 2, 3, 4, 5, 6, 7 and 8 are hereby replaced in their entirety by Exhibits “A” and “A-1”, of this Amendment No. 9, which are attached hereto and incorporated by reference.

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

4. The above-stated Recitals are hereby fully incorporated into this Amendment No. 9.

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

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 9 to be executed by their duly authorized representatives to be effective on the day and year first written above.

WESTERN RIVERSIDE COUNCIL

CITY OF MORENO VALLEY

OF GOVERNMENTS

By: _____
Kurt Wilson, Executive Director

By: _____
Michael Lloyd, P.E.
Public Works Director/City Engineer

Approved to Form:

Approved to Form:

By: _____
Steven C. DeBaun
General Counsel

By: _____
City Attorney

Attest:

By: _____
Pat Jacquez-Nares
City Clerk

Exhibit A

SCOPE OF SERVICES

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

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

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

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

EXHIBIT “A-1”
ESTIMATE OF COST

Phase	TUMF
PA&ED	\$861,849.13
PS&E	\$3,570,630.87
RIGHT OF WAY	\$5,626,000
CONSTRUCTION Phase 1	\$3,500,000
CONSTRUCTION Phase 2	\$11,000,000
TOTAL	\$24,558,480



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Update from the California State Association of Counties
Contact: Andrea Mares, Board Assistant, County of Riverside - District 3,
AnMares@rivco.org, (951) 955-1030
Date: December 6, 2021

Requested Action(s):

1. Receive and file.

Purpose:

The purpose of this item is to provide an update of activities undertaken by the California State Association of Counties (CSAC).

Background:

The primary purpose of CSAC is to represent county government before the California Legislature, administrative agencies, and the federal government. CSAC places a strong emphasis on educating the public about the value and need for county programs and services. While California's 58 counties – ranging from Alpine with a little more than 1,000 people, to Los Angeles with more than 10 million – are diverse, yet many common issues exist. CSAC's long-term objective is to significantly improve the fiscal health of all California counties so they can adequately meet the demand for vital public programs and services. CSAC is proud to represent the counties of California. With continuing member involvement and staff commitment, we are refining and expanding programs and services that will ensure the success of counties well into the future as the closest level of government to the people.

This item is reserved for a presentation by Andrea Mares, Board Assistant, County of Riverside - District 3.

Prior Action(s):

November 6, 2021: The Executive Committee received and filed.

Fiscal Impact:

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

Attachment(s):

None.



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Legislative Activities Update
Contact: Bill Blankenship, On-Call Legislative Consultant, billblankenship63@gmail.com,
(951) 206-9020
Date: December 6, 2021

Requested Action(s):

1. Receive and file.
-

Purpose:

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

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):

October 14, 2021: The Planning Directors Committee received and filed.

Fiscal Impact:

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

Attachment(s):

[Attachment 1 - Legislative Update November 2021](#)

The 2021 Legislative Session

SB 6, as amended, Caballero. Local planning: housing: commercial zones. The Bill would make housing developments an “authorized use” in commercial zones. A development project in a commercial zone could be streamlined in the development review process, if 50% or more of the site has been vacant for a period of at least three years. This Bill shares many of the same goals that were part of AB 3107 from the 2020 legislative session. ***May 24th – the Bill passed on the Senate Floor by a vote of 32-2. August 23rd - the Bill was referred to the Assembly Committee on Housing and Community Development. The Bill failed to move out of Committee before the end of the legislative session.***

SB 12, as amended, McGuire. Planning and zoning: wildfires. The Bill would impose certain fire hazard planning responsibilities on local governments. The Bill would require cities and counties to make specified findings on fire standards, prior to permitting a development in very high fire hazard severity zones (VHFHSZ) and incorporates fire hazard planning into regional housing needs allocation (RHNA) objectives and methodology. The Bill would require that State and local government agencies identify lands that they are responsible for fire prevention and suppression. The Bill would also revise the RHNA methodology, with the seventh housing element. The RHNA allocation would be reduced in each region, if the goal of housing needed by a city or county must identify lands within the VHFHSZ to meet its RHNA requirement. ***June 1st - the Bill passed on the Senate Floor by a vote of 31-8. June 10th – the Bill was referred to the Assembly Committees on Local Government and Housing and Community Development. July 12th - the Bill failed by a vote of 4-2 and was granted reconsideration. The Bill failed to move out of Committee before the end of the legislative session.***

AB 950, as amended, Ward. Department of Transportation: sales of excess real property: Affordable housing. The Bill would authorize the Department of Transportation to sell excess property to a city or county where the property is located, if the city or county agrees to use the property for the sole purpose of implementing affordable housing. The Bill would exempt these transfers and sales from the California Environmental Quality Act. ***June 1st - the Bill passed on the Assembly Floor by a vote of 69-0. June 16th - the Bill was referred to the Senate Committee on Transportation and Environmental Quality. July 12th - the Bill was re-referred to the Senate Committee on Appropriations. August 16th - the Bill was set for a first hearing and the hearing was canceled at the request of the author. The Bill failed to move out of Committee before the end of the legislative session.***

AB 1401, as amended, Friedman. Residential and commercial development: parking requirements. The Bill would prohibit a local government agency from imposing minimum parking requirements or the enforcement of minimum parking requirements on residential, commercial and other development. The Bill stipulates that the parking requirement would be lifted when the development is located within a one-half mile distance of a public transit facility that is defined under existing law. ***June 1st - the Bill passed on the Assembly Floor by a vote of 51-17. June 16th - the Bill was referred to the Senate Committee on Governance and Finance and Housing. July 5th - the Bill was re-referred to the Senate Committee on Appropriations. August 16th - the Bill was been referred to the Suspense File. August 26th - the Bill was held under submission.***

2021 Bills that have been signed into law

SB 7, as amended, Atkins. Environmental quality: Jobs and Economic Improvement Through Environmental Leadership Act of 2021. The Bill declares an urgency, requiring a 2/3rds vote of both houses. ***The Bill passed both houses of the legislature, signed by the Governor, Chaptered by the Secretary of State and will take effect on May 20, 2021.*** The Bill reforms an aspect of the CEQA process and enacts the Environmental Leadership Act of 2021. The Bill authorizes the Governor, up to January 1, 2024, to certify projects that meet certain requirements for the streamlining benefits which are related to CEQA. The Bill also adds coverage for housing development projects which meet certain conditions of eligibility for certification under CEQA. The Bill revises and resets the labor related requirements on a public

agency project and private equity project. The Bill further authorizes the Governor to certify a project before a lead agency certifies the EIR for a specified project. **May 10th - the Bill passed on the Assembly Floor by a vote of 70-1. May 20th - the Bill was signed by the Governor and on May 20th - the Bill was Chaptered by the Secretary of State.**

SB 9, as amended, Atkins. Housing development: approvals. The Bill was introduced by the Speaker Pro Tem with several key legislative coauthors, including Senators Caballero, Weiner and Rubio. The Bill allows for lot splits to occur in single-family residential neighborhoods and the construction of duplexes are also allowed by-right. **May 26th - the Bill passed on the Senate Floor by a vote of 28-6. August 26th - the Bill passed on the Assembly Floor by a vote of 44-16. September 16th - the Bill was signed by the Governor and on September 16th - the Bill was Chaptered by the Secretary of State.**

SB 10, as amended, Wiener. Planning and zoning: housing development: density. The Bill permits local government agencies to pass an ordinance which zones a parcel for up to 10 units of residential density, if the parcel is located in an area that is deemed a transit rich area, job rich area, or an urban infill site. SB 10 shares similar goals to SB 902 that was introduced in 2020 and was opposed by several prominent unions and a list of cities. **May 26th - the Bill passed on the Senate Floor by a vote of 27-7. August 23rd - the Bill passed on the Assembly Floor by a vote of 41-9. September 16th - the Bill was signed by the Governor and on September 16th - the Bill was Chaptered by the Secretary of State.**

SB 44, as amended, Allen. California Environmental Quality Act: streamlined judicial review, environmental leadership transit projects. The Bill establishes procedures for the administrative and judicial review, which pertain to the required environmental review and approvals granted for a transit project. The Bill requires the Judicial Council, on or before April 1, 2022, to adopt rules of the court. The set rules establish procedures related to judicial review, pursuant to CEQA or the granting of project approvals, including any appeals to the Court of Appeals or the Supreme Court. The Bill also stipulates that the judicial review must be resolved, to the extent feasible, within 270 days of the filing of the certified record. The transit project has to meet certain labor and environmental requirements to be eligible for the protections that are contained in this Bill. **May 26th - the Bill passed on the Senate Floor by a vote of 37-0. September 2nd - the Bill moved off the Suspense File and passed on the Assembly Floor by a vote of 53-0. October 7th - the Bill was signed by the Governor and on October 7th - the Bill was Chaptered by the Secretary of State.**

AB 68, as amended, Salas. Department of Housing and Community Development: housing appeals committee: housing development and financing. The Bill focuses on implementing the recommendations from the California State Auditor's Report 2020-108, issued on November 17, 2020. The Auditor's Report addresses the local impediments to housing production. The Report outlines that the current State law and oversight are insufficient to ensure that cities and counties are working to create the construction of adequate affordable housing construction. The Bill revises and modernizes the quadrennial Statewide Housing Plan and expands upon the requirements of the annual report from the Department of Housing and Community Development. The Bill requires future Statewide Housing Plans to include an inventory of affordable units needed, the cost to produce the units and the financial resources that are available to produce the units. The Bill further mandates that the report include any housing element enforcement actions that were taken and details pertaining to any program grants that were awarded in the previous year. **June 3rd - the Bill passed on the Assembly Floor by a vote of 77-0. August 26th - the Bill moved off of the Suspense File and on September 8th - the Bill passed on the Senate Floor by a vote of 38-0. September 28th - the Bill was signed by the Governor and on September 28th - the Bill was chaptered by the Secretary of State.**

AB 140, as amended, Ting, Chairman of the Assembly Budget Committee: Housing and homeless provisions of the Budget Act of 2021. The Bill is the enabling language that establishes provisions for Housing and Homeless programs related to the 2021 Budget. The Bill establishes the California Dream for All First Time Home Buyer Program, by directing the State Treasurer, California Department of Housing and Community Development (HCD) and other relevant stakeholders to develop a first-time homebuyer's program. The working group has a deadline of July 19, 2022 to recommend a program to the State Legislature. The Bill makes certain changes to speed development of housing on State excess lands. The Bill provides \$2 billion in funding in the next two years for flexible aid for local governments to combat homelessness, through the Homeless Housing Assistance and Prevention Program (HHAPP). The Bill also addresses affordable housing backlog with the allocation of funding to qualified rental housing developments that relies on federal and state

low-income housing tax credits. The Bill establishes the Foreclosure Intervention Housing Preservation Program, which allows HCD to contract with program administrators by offering grants or loans to qualifying nonprofits or community land trusts to purchase housing properties in default or out of foreclosure. The Bill also provides funding for Project Homekey for the acquisition, rehabilitation and conversion of hotels, motels, commercial properties for housing of homeless individuals. **July 15th - the Bill passed on the Senate Floor by a vote of 38-0. July 19th - the Bill was signed by the Governor and on July 19th - the Bill was Chaptered by the Secretary of State.**

AB 571, as amended, Mayes. Planning and zoning: density bonuses: affordable housing. The Bill amends the existing "Density Bonus Law." The Bill prohibits affordable housing impact fees, including inclusionary zoning fees, public benefit fees, and in-lieu fees from being imposed on a housing development's bonus units and affordable units, created by the production of lower income housing units. **May 27th - the Bill passed on the Assembly Floor by a vote of 75-0. August 16th - the Bill had a second and third reading before the final vote. September 7th - the Bill passed on the Senate Floor by a vote of 37-0. September 28th - the Bill was signed by the Governor and on September 28th - the Bill was Chaptered by the Secretary of State.**

AB 602, as amended, Grayson. Development fees: impact fee nexus study. The Bill requires after January 1, 2022, that a city, county, or special district that conducts an impact fee nexus study to follow specific standards. The Bill also stipulates that the nexus study identify the existing level of service and that the fee imposed on a housing development project will directly be tied to the square footage of the proposed unit or units in the project. **May 27th - the Bill passed on the Assembly Floor by a vote of 76-0. August 26th - the Bill moved off of the Suspense File and on September 7th - the Bill passed on the Senate Floor by a vote 37-0. September 28th - the Bill was signed by the Governor and on September 28th - the Bill was Chaptered by the Secretary of State.**

AB 687, as introduced, Seyarto. Joint powers authorities: Riverside County Housing Finance Trust. The Bill authorizes the creation of the Western Riverside County Regional Housing Trust (Trust). The Bill enables member agencies of WRCOG to voluntarily enter into a joint powers agreement for the purposes of creating and operating an agency to fund housing projects in Western Riverside County. The Trust will assist with the creation of housing opportunities for the homeless population and persons and families of extremely low, very low, and low income as defined in the Health and Safety Code. The Trust may receive funding from public and private sources and will have the ability to authorize and issue bonds. The Trust would be governed by a separate Board of Directors, made up of elected officials representing the County of Riverside and cities within the WRCOG subregion. **April 8th - the Bill passed on the Assembly Floor by a vote of 74-0. July 12th - the Bill passed on the Senate Floor by a vote of 39-0. July 23rd - the Bill was signed into law by the Governor and on July 23rd - the Bill was Chaptered by the Secretary of State.**

2021 Bills that failed to move out of Committee

SB 5, as amended, Atkins Affordable Housing and Community Development Investment Program. The "Housing Bond Act" Bill has several legislative authors, in addition to the Speaker Pro Tem. The Bill would authorize the issuance of \$6,500,000,000 in bonds for the purposes of financing housing-related programs that serve the homeless population and households that are classified as extremely low and very low-income. The bond would be placed on the November 8, 2022, Statewide General Election Ballot. **March 18th - the Bill was amended and re-referred to the Committee on Housing and Governance and Finance and will require a 2/3rds vote. No additional history was reported regarding the Bill.**

SB 809, as amended, Allen. Multijurisdictional regional agreements: housing element. The Bill would authorize a city or a county to satisfy part of their requirement for residential development by adopting and implementing a multijurisdictional regional agreement. The Bill stipulates a regional agreement to be between two or more cities and counties within the same county or the adjacent county. The agreement would also clearly establish parameters that the jurisdiction which is contributing suitable land for residential development and the jurisdiction or jurisdictions contributing funding for the development. A jurisdiction that is part of a multijurisdictional agreement provides specified information in its housing element, including how the regional agreement will satisfy the jurisdiction's housing need for various income levels. **March 18th - the Bill was re-**

referred to the Committee on Housing and Government and Finance. No additional history was reported regarding the Bill.

AB 617, as introduced, Davies. Planning and zoning: regional housing needs: exchanges of allocation.

The Bill authorizes a city or county, by agreement, to transfer all or a portion of its allocation of regional housing need to another city or county. The Bill would allow the transferring city to pay the transferee city or county an amount determined by that agreement, as well as a surcharge to offset the impacts and associated costs of the additional housing on the transferee city. The Bill would also require the transferring city or county and the transferee city or county to report to the council of governments and the department specified, information about the transfer, as provided. ***February 25th - the Bill was re-referred to the Senate Committee on Housing and Community Development and Local Government. No additional history was reported regarding the Bill***

AB 1372, as introduced, Muratsuchi. Right to temporary shelter. The Bill would require a city or county to provide homeless individuals with temporary shelter, mental health treatment, job training and job placement services, until the designated homeless person obtains permanent housing. The requirement that would trigger the mandate is as follows: *a homeless person actively seeks temporary shelter for at least three consecutive days in a specific jurisdiction and was unable to be accommodated entry into any of the temporary shelters.* The legislation would require the city or the county provide a rent subsidy, if it is unable to provide temporary shelter. The Bill would also authorize a homeless person to enforce the provisions of the legislation by bringing a civil action against the city or the county. ***March 4th - the Bill was referred to the Assembly Committee on Judiciary and Housing and Community Development. No additional history was reported regarding this Bill.***

Assembly Constitutional Amendment (ACA) 1, as introduced, Aguiar-Curry. Local government financing: affordable housing and public infrastructure: voter approval. ACA 1 has a large group of coauthors, including principal coauthor Senator Scott Wiener. The passage of ACA 1 would place on the next Statewide ballot an initiative that would lower the voter threshold from 66% to 55% for general obligation bonds relating to the construction of new schools, affordable housing projects, public infrastructure, and special taxes at the local level. ***April 22nd - ACA 1 was referred to the Committee on Local Government and Appropriations and has not been assigned a legislative hearing date. No additional history was reported regarding the Bill.***

Assembly Constitutional Amendment (ACA) 7 as introduced, Muratsuchi. All local land-use controls and zoning regulations to remain within the communities: voter approval. ACA 7 would ensure all decisions regarding local land use control and zoning regulations are made within the affected communities, in accordance with local law. The measure will continue to allow either local or state law to control where state and local law conflicts, regarding the development of an infrastructure project. The author states that, it is in the best interest for California that the complex decisions related to developments are made at the local level. Local communities are best equipped to make development decisions based on its unique individual city's development plan. ***No additional history was reported regarding the Bill.***



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Environmental Programs Activities Update
Contact: Casey Dailey, Director of Energy & Environmental Programs, cdailey@wrcog.us, (951) 235-5125
Date: December 6, 2021

Requested Action(s):

1. Adopt Resolution Number 27-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments authorizing submittal of application - Edible Food Recovery Grant Program (Fiscal Years 2021/2022 and 2022/2023).
-

Purpose:

The purpose of this item is to provide program activity updates from the three programs housed in the Environmental Department.

Background:

WRCOG's Environmental Department assists member agencies with addressing state mandates requiring education and outreach programs to reduce greenhouse gas (GHG) emissions. This Department houses three programs to meet California's goals: 1) the Solid Waste and Recycling Program, which assists in developing strategies to Reduce Short-Lived Climate Pollutants; 2) a Clean Cities Coalition, which aims to cut petroleum use in the transportation sector through the integration of advanced alternative technologies including zero-emission vehicles (ZEV); and 3) a regional Used Oil Recycling Program, designed to promote the proper recycling and disposal of used motor oil, filters, and other household hazardous wastes (HHW).

Solid Waste and Recycling

The waste diversion goals set by California under legislation (AB 341, AB 1826, AB 827, and SB 1383,) require member agencies to implement techniques that promote resident and business recycling and organic recycling. To regionally address the measures, WRCOG formed the Solid Waste Committee (SWC) which consists of program participating WRCOG member agencies, its partners, and the California Department of Resources Recycling and Recovery (CalRecycle).

Solid Waste Committee: At its November 17, 2021, meeting, the SWC received information on legislative updates regarding SB 1383 (Lara. Short-lived climate pollutants: methane emissions: dairy and livestock: organic waste: landfills) and SB 619 (Laird. Organic waste: reduction regulations.) SB 619 provides local jurisdictions relief from SB 1383 non-compliance penalties. To receive relief, local jurisdictions must submit a notification of intent (NOI) to comply with SB 1383 regulations to CalRecycle

before March 1, 2022. Once approved, CalRecycle will waive administrative civil penalties for noncompliance during the 2022 calendar year and prohibits administrative penalties from accruing during the 2022 calendar year if local jurisdictions implement certain actions to remedy the violation(s) specified in their NOI.

SB 1383 requires local jurisdictions to conduct planning for both organics recycling capacity and commercial edible food recovery. The first report to CalRecycle is due in August 2022, and then two years later in August 2024, and then again, every five years. The County of Riverside, the Coachella Valley Association of Governments (CVAG), and WRCOG joined forces to provide support to local jurisdictions and approach the capacity planning requirements in a regional effort. The County compiled and provided WRCOG with regional data to distribute to SWC members. The data consists of tier 1 and tier 2 food generators, food wholesale facilities, and food recovery organizations. WRCOG refined the data further using WRCOG's GIS software to group the food generators and facilities by City. The attached map (Attachment #2) was also created to display all the food generators and food recovery organizations in the Western Riverside County subregion. In October 2021, staff distributed the data to the SWC members along with a Capacity Planning guide. Moving forward, staff will coordinate with Committee members on what additional data they would like to receive from the County and the frequency of data distribution.

Love your Neighborhood: In March 2021, WRCOG and the Riverside County Flood Control and Water Conservation District entered into an agreement establishing the Pollution Prevention Initiative. The region-wide initiative supports marketing and awareness on illegal disposal and littering by using online platforms. On June 26, 2021, the Cities of Canyon Lake, Lake Elsinore, and Wildomar organized a multi-city community clean up event as a part of WRCOG's Pollution Prevention Initiative, called Love Your Neighborhood. Nearly 200 volunteers from various non-profits and community organizations collected over 2,000 pounds of litter and removed dozens of bulky items with the help of public works crew members and the Habitat for Humanity organization.

Following the positive success of the first round of the Love Your Neighborhood Program, WRCOG and Flood Control is in the process of finalizing a second Professional Services Agreement for FY 2021/2022. WRCOG will coordinate with Flood Control to enhance the Program. Some key elements include determining interested cities' participation and providing members with necessary resources, developing a standalone Love Your Neighborhood website, creating and distributing a Love Your Neighborhood toolkit, and data reporting. WRCOG also plans to engage with the CVAG to share the Program's success and help regional partners meet compliance objectives.

Food Recovery Grant: CalRecycle administers the Edible Food Recovery Grant Program with the purpose of lowering overall greenhouse gas (GHG) emissions by establishing new or expanding existing edible food recovery and food waste prevention projects (source reduction or food rescue for people) in California to reduce the amount of food being disposed of in landfills. Eligible projects include food waste prevention programs that prevent food waste from being generated and becoming waste that is normally destined for landfills, as well as the implementation of food recovery programs that result in edible food rescue and distribution or otherwise composting, digesting, or diversion. Approved projects have a maximum funding limit between \$150,000 - \$250,000 per grant award.

Edible food recovery is an area that has been identified by the SWC where there is a gap in ability to implement programs designed to recover edible foods and avoid it going into landfills. In FY 2019/2020, WRCOG applied for this grant and did not receive enough points for its application to be funded. Since

that time, staff have met with CalRecycle to learn how to improve on the application and have also developed additional data, information, and partnerships to improve the likelihood of being awarded the grant for this current cycle. The deadline for applications for this round of funding is December 16, 2021. Staff is requesting authorization of Resolution 27-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments authorizing submittal of application - Edible Food Recovery Grant Program (FY 2021/2022 and 2022/2023).

Clean Cities Coalition

The Western Riverside County Clean Cities Coalition brings together local government and private industries to expand the use of alternatives to petroleum fuel, thereby reducing GHG emissions under state goals of AB 32.

SoCal AltCar Live / Future Forward: The Coalition's fourth virtual AltCar Live was featured on WRCOG's Future Forward Webinar Series on August 25, 2021. The Webinar highlighted regional and statewide efforts in clean technology and infrastructure and provided special updates from State Agencies. The Webinar was moderated by the Coalition's coordinator, Taylor York, and featured speakers from the California Air Resources Board (CARB), South Coast Air Quality Management District (AQMD), the California Energy Commission (CEC), and the Governor's Office of Business and Economic Development.

The Coalition held three previous sessions in June 2020, and October 2020, and April 2021. The series featured agency updates from CARB, AQMD, CEC, and more, with extended questions and answers from participants.

West Virginia University (WVU) Vocation Integrated Cost Estimation for Maintenance Study: In early 2020, WRCOG partnered with WVU's Center for Alternative Fuels, Engines and Emissions (CAFEE), and Clean Cities Coalitions from the regions of Coachella Valley and West Virginia to jointly propose a study that will estimate maintenance costs of heavy- and medium-duty vehicles fueled by alternative fuels and compare them to a baseline diesel vehicle. WRCOG will support WVU CAFEE by conducting outreach to fleet operators in the Western Riverside County subregion, leveraging the network of relationships and fleet contacts established through the activities of the Western Riverside County Clean Cities Coalition and other programs. Results of the Study will provide valuable insight on actual maintenance costs incurred by fleets, helping to create and easily demonstrate a business case for public and private fleets to adopt Alternative Fuel Vehicles.

Used Oil & Household Hazardous Waste (HHW)

HHW Grant Update: In May 2019, WRCOG received a HHW grant, which was intended to provide funding for WRCOG to implement programs that promote the collection, source reduction, reuse, and increase capacity for recycling of HHW. In September 2020, staff began reaching out to local certified HHW collection sites such as AutoZone and O'Reilly to identify interest in the purchasing of additional tanks and drums for antifreeze and batteries in order to increase capacity on collecting and recycling HHW. WRCOG is currently in the process of supporting a local auto store in Corona to upgrade its capacity to store used oil. This capacity increase will allow the store to collect more of the used oil that community members bring to this store, minimizing the amount of community members they would turn away.

Virtual Used Oil Exchange Events: WRCOG continues to engage the public on motor oil recycling with safety and health in mind. Digital campaigns are being utilized to educate the public on where to properly recycle their used oil and exchange old filters for free new ones. Members of the public participate via Facebook by clicking an advertisement that will open an online survey, at which time participants will receive a voucher upon completion. The voucher will provide the date, time, and instructions for participation, and must be presented at the auto store to complete the filter exchange.

Exchanges will be available on Saturdays during available store hours to minimize pedestrian traffic and lines. Staff corresponds with each auto parts store before events confirming safety measures and procedures are in place.

The following is a list of “completed” virtual Used Oil & Filter Exchange Events:

Date	Event	Location	Participants	Oil Filters Exchanged
7/10/21	Used Oil and Filter Event	Perris	27	17
7/17/21	Used Oil and Filter Event	Riverside	155	66
7/31/21	Used Oil and Filter Event	Lake Elsinore	112	44
8/7/21	Used Oil and Filter Event	Temecula	105	80
8/21/21	Used Oil and Filter Event	Riverside	176	104
8/28/21	Used Oil and Filter Event	Banning	54	7
9/11/21	Used Oil and Filter Event	Jurupa Valley	149	52
9/18/21	Used Oil and Filter Event	Riverside	249	114
9/25/21	Used Oil and Filter Event	Murrieta	122	77
10/2/21	Used Oil and Filter Event	Norco	13	21
10/16/21	Used Oil and Filter Event	Riverside	33	57
10/23/21	Used Oil and Filter Event	San Jacinto	53	65
11/6/21	Used Oil and Filter Event	Hemet	101	25
11/13/21	Used Oil and Filter Event	Eastvale	N/A	N/A

The following is a list of “upcoming” virtual Used Oil & Filter Exchange Events:

Date	Event	Location
11/20/21	Used Oil and Filter Event	Riverside
11/27/21	Used Oil and Filter Event	Banning
12/11/21	Used Oil and Filter Event	Calimesa
12/18/21	Used Oil and Filter Event	Riverside
1/8/22	Used Oil and Filter Event	Jurupa Valley
1/15/22	Used Oil and Filter Event	Eastvale
1/22/22	Used Oil and Filter Event	Lake Elsinore
2/5/22	Used Oil and Filter Event	Menifee
2/19/22	Used Oil and Filter Event	Murrieta
3/5/22	Used Oil and Filter Event	Corona
3/26/22	Used Oil and Filter Event	Perris
4/2/22	Used Oil and Filter Event	San Jacinto
4/9/22	Used Oil and Filter Event	Hemet
4/23/22	Used Oil and Filter Event	Temecula
5/14/22	Used Oil and Filter Event	Calimesa

5/28/22	Used Oil and Filter Event	Corona
6/11/22	Used Oil and Filter Event	Meniffee
6/25/22	Used Oil and Filter Event	Norco

Prior Action(s):

November 17, 2021: The Solid Waste Committee received and filed.

Fiscal Impact:

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

Attachment(s):

[Attachment 1 - Resolution 27-21 Edible Food Recovery](#)

[Attachment 2 - Data Map](#)

Attachment

Resolution Number 27-21; A
Resolution of the Executive
Committee of the Western
Riverside Council of Governments
authorizing submittal of a regional
application – Edible Food
Recovery Grant Program
(FY 2021/2022 and 2022/2023)

RESOLUTION NUMBER 27-21

A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS AUTHORIZING SUBMITTAL OF A REGIONAL APPLICATION – EDIBLE FOOD RECOVERY GRANT PROGRAM (FY 2021/2022 AND 2022/2023)

WHEREAS, the Western Riverside Council of Governments (WRCOG) is a joint powers authority consisting of the County of Riverside and 18 cities, the Eastern Municipal Water District, the Western Municipal Water District, and the Riverside County Superintendent of Schools, situated in Western Riverside County; and

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle, and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, the Edible Food Recovery Grant Program allows regional grant projects; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, a regional applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED that the Executive Committee of the Western Riverside Council of Governments authorizes WRCOG to submit an Edible Food Recovery regional application on behalf of itself as Lead Agency and its member agencies.

BE IT FURTHER RESOLVED that the Executive Director, or his designee, is hereby authorized and empowered to execute on behalf of WRCOG all grant-related documents, including, but not limited to, applications, payment requests, agreements, and amendments necessary to secure grant funds and to implement the approved grant project; and

BE IT FURTHER RESOLVED that these authorizations are effective for five years from the date of adoption of this Resolution.

PASSED AND ADOPTED by the Executive Committee of the Western Riverside Council of Governments on December 6, 2021.

Karen Spiegel, Chair
WRCOG Executive Committee

Dr. Kurt Wilson, Secretary
WRCOG Executive Committee

Approved as to form:

Steven DeBaun
WRCOG Legal Counsel

AYES: _____ NAYS: _____ ABSENT: _____ ABSTAIN: _____

Attachment

Data Map

Food Generators/Pantries/Wholesale Locations Western Riverside County

