



## Western Riverside Council of Governments WRCOG Executive Committee

### AGENDA

Monday, April 6, 2026  
2:00 PM

County of Riverside Administrative Center  
4080 Lemon Street, 1st Floor, Board Chambers  
Riverside, CA 92501

**Members of the public are welcome to participate remotely from any location. Committee member participation is limited to locations that are listed on the published agenda.**

[Public Zoom Link](#)

Meeting ID: 893 7088 6219  
Passcode: 20252025

In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if special assistance is needed to participate in the Executive Committee meeting, please contact WRCOG at (951) 405-6706. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility at the meeting. In compliance with Government Code Section 54957.5, agenda materials distributed within 72 hours prior to the meeting which are public records relating to an open session agenda item will be available for inspection by members of the public prior to the meeting at 1955 Chicago Avenue, Suite 200, Riverside, CA, 92507.

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 [jleonard@wrcog.us](mailto:jleonard@wrcog.us). To ensure distribution to Committee members prior to the meeting, please submit comments no later than two hours before the meeting is scheduled to begin. Public comments will also be accepted in person and via Zoom during the meeting.

Any member of the public requiring a reasonable accommodation to participate in this meeting in light of this announcement shall contact Lucy Felix at least 72 hours prior to the meeting at (951) 405-6706

or [lfelix@wrcog.us](mailto:lfelix@wrcog.us). Later requests will be 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 (Brenda Dennstedt, Chair)**

**2. PLEDGE OF ALLEGIANCE**

Led by Caroline Hammond

**3. ROLL CALL**

**4. PUBLIC COMMENTS**

At this time members of the public can address the Committee regarding any items listed on this agenda. Except as set forth below, when addressing the Executive Committee, each individual speaker will be limited to up to three (3) continuous minutes of public testimony. The Executive Committee may, either at the direction of the Chairperson or by a majority vote of the Executive Committee, waive this three (3) minute time limitation. Depending on the number of items on the Agenda and the number of speaker cards, the Chairperson may, in his or her discretion, reduce the time for each individual speaker. In addition, the maximum time for public comment for any individual item or topic is thirty (30) minutes, unless extended by the Chairperson or majority vote of the Executive Committee. Speakers may not yield their time to others without the consent of the Chairperson.

**5. CLOSED SESSION**

**1. PUBLIC EMPLOYMENT APPOINTMENT**

Title: INTERIM EXECUTIVE DIRECTOR

**2. CONFERENCE WITH LABOR NEGOTIATORS**

Agency designated representatives: CHAIR and GENERAL COUNSEL

Unrepresented employee: Deputy Executive Director / Interim Executive Director

**6. OPEN SESSION**

Consideration and possible approval of changes to Deputy Executive Director compensation.

Consideration and possible approval of employment agreement with Interim Executive Director.

**7. 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. Action Minutes from the March 2, 2026, Meeting of the Executive Committee**

**Requested Action(s):** 1. Approve the Action Minutes from the March 2, 2026, meeting of the Executive Committee.

**B. WRCOG Committees and Agency Activities Update**

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

**C. Report out of WRCOG Representatives on Various Committees**

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

**D. I-REN Monthly Activities Update**

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

**E. Vehicle Miles Traveled Mitigation Program - Credit Generator Participation Agreements with the County of Riverside Housing Authority and the City of Murrieta**

- Requested Action(s):**
1. Authorize the Executive Director to execute Credit Generator Participation Agreements with the County of Riverside Housing Authority and the City of Murrieta for the Vehicle Miles Traveled Mitigation Program.

**F. Approval of a Professional Services Agreement with WSP to Provide Technical Support for the Riverside County Transportation Analysis Model Update**

- Requested Action(s):**
1. Approve the Professional Services Agreement between WRCOG and WSP to provide technical and advisory support for the update of the Riverside County Transportation Analysis Model in an amount not to exceed \$449,168.

**G. TUMF Program Activities Update: Two TUMF Reimbursement Agreement Amendments**

- Requested Action(s):**
1. Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Wildomar for the Planning, Engineering, Right-of-Way, and Construction phases of the Palomar Road (Mission Trail to Jefferson) Project in an amount not to exceed \$5,361,517.
  2. Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the County of Riverside for the Right-of-Way and Construction phases of the Rancho California Road-Calle Contento Roundabout Project in an amount not to exceed \$9,200,000.

**8. 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. 2026 General Assembly Community Service Awards**

- Requested Action(s):**
1. Approve nominations from the Administration & Finance Committee for the 2026 Awards for Outstanding Community Service to be presented at the General Assembly & Leadership Address on June 18, 2026.

**B. I-REN Energy Fellowship 2026/2027 Program Service Year**

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

**C. Approval of Updated Personnel Policies Related to WRCOG Employee Leave Benefits**

- Requested Action(s):**
1. Recommend that the Executive Committee approve the following updated personnel policies:
    - A. X.1 Employee Leave Benefits: Paid Time Off Policy
    - B. X.2 Employee Leave Benefits: Holidays
    - C. X.3 Employee Leave Benefits: Family Medical Leave and Pregnancy Disability

- D. X.5 Employee Leave Benefits: Military Leave
- E. X.6 Employee Leave Benefits: Catastrophic Voluntary Time Bank Program

2. Approve a budget amendment appropriating approximately \$450,000 from the General Fund balance to fund the one-time leave cash-outs associated with implementation of the Paid Time Off Policy, and authorize the Executive Director or designee to take all necessary administrative actions to implement the Policy, including verification of leave balances and processing of associated payouts.

**9. REPORT FROM THE TECHNICAL ADVISORY COMMITTEE (TAC) CHAIR**

Craig Miller, Western Water

**10. REPORT FROM COMMITTEE REPRESENTATIVES**

*CALCOG, Brian Tisdale*

*SANDAG Borders Committee, Colleen Wallace*

*SAWPA OWOW Steering Committee, Wes Speake*

*SCAG Regional Council and Policy Committee Representatives*

[WRCOG Ad Hoc Committees](#)

*I-REN Executive Committee*

**11. REPORT FROM THE EXECUTIVE COMMITTEE CHAIR**

Brenda Dennstedt, Western Water

**12. REPORT FROM THE DEPUTY EXECUTIVE DIRECTOR**

Chris Gray

Access the report [here](#).

**13. ITEMS FOR FUTURE AGENDAS**

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

**14. GENERAL ANNOUNCEMENTS**

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

**15. NEXT MEETING**

The next Executive Committee meeting is scheduled for Monday, May 4, 2026, at 2:00 p.m., in the County of Riverside Administrative Center, 4080 Lemon Street, 1st Floor, Board Chambers, Riverside.

**16. ADJOURNMENT**

# WRCOG Executive Committee

## Action Minutes

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### 1. CALL TO ORDER

The meeting of the WRCOG Executive Committee was called to order by Chair Brenda Dennstedt at 2:07 p.m., on Monday, March 2, 2026, at the Riverside County Administrative Center, 1st Floor Board Chambers.

### 2. PLEDGE OF ALLEGIANCE

Chris Tzeng, WRCOG Program Manager, led Committee members and guests in the Pledge of Allegiance.

### 3. ROLL CALL

- City of Banning - Sheri Flynn
- City of Beaumont - Mike Lara
- City of Calimesa - Eric Cundieff
- City of Canyon Lake - Mark Terry
- City of Corona - Jacque Casillas\*
- City of Eastvale - Christian Dinco
- City of Lake Elsinore - Brian Tisdale
- City of Menifee - Bob Karwin
- City of Moreno Valley - Elena Baca - Santa Cruz
- City of Murrieta - Lori Stone
- City of Norco - Kevin Bash
- City of Perris - Michael Vargas
- City of Riverside - Chuck Conder
- City of San Jacinto - Crystal Ruiz
- City of Temecula - Jessica Alexander
- City of Wildomar - Ashlee DePhillippo
- County of Riverside, District 1 - Jose Medina
- County of Riverside, District 2 - Karen Spiegel
- Eastern Municipal Water District (EMWD) - David Slawson
- Western Water - Brenda Dennstedt

\*Arrived after Roll Call

Absent:

- City of Hemet
- City of Jurupa Valley
- County of Riverside, District 3
- County of Riverside, District 5

- Riverside Co. Sup. of Schools

#### 4. PUBLIC COMMENTS

There were no Public Comments

#### 5. CONSENT CALENDAR

<b>RESULT:</b>	<b>APPROVED AS RECOMMENDED</b>
<b>MOVER:</b>	Perris
<b>SECONDER:</b>	Riverside
<b>AYES:</b>	Banning, Beaumont, Calimesa, Canyon Lake, Corona, Eastvale, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, Riverside, San Jacinto, Temecula, Wildomar, Dist. 1, Dist. 2, EMWD, Western Water

#### A. Action Minutes from the February 2, 2026, Meeting of the Executive Committee

**Action:**

1. Approved the Action Minutes from the February 2, 2026, meeting of the Executive Committee.

#### B. WRCOG Committees and Agency Activities Update

**Action:**

1. Received and filed.

#### C. Report out of WRCOG Representatives on Various Committees

**Action:**

1. Received and filed.

#### D. I-REN Monthly Activities Update

**Action:**

1. Received and filed.

#### E. Vehicle Miles Traveled Mitigation Program – Credit Generator Participation Agreement with the City of Banning

**Action:**

1. Authorized the Executive Director to execute a Credit Generator Participation Agreement with the City of Banning for the Vehicle Miles Traveled Mitigation Program.

#### F. First Amendment to a Professional Services Agreement with Engineering Solutions Services for Grant Management, Project Controls, Data Collection, and Toolkit Development

**Action:**

1. Authorized the Executive Director to execute an updated Professional Services Agreement with Engineering Solutions Services 1) assign additional scope and associated budget to Engineering

Solutions Services, and 2) extend the Agreement's period of performance, in an amount not-to-exceed \$206,096, for a term through December 31, 2027.

## **6. REPORTS / DISCUSSION**

### **A. Approval of Fiscal Year 2025/2026 Budget Amendment**

#### **Action:**

1. Received and filed.

### **B. WRCOG Project Management of Transportation Studies**

#### **Action:**

1. Received and filed.

## **7. REPORT FROM THE TECHNICAL ADVISORY COMMITTEE (TAC) CHAIR**

TAC Chair Craig Miller reported that the TAC received an update on the Regional Food Rescue Program activities. The Program provides a coordinated regional approach to California Senate Bill 1383 (SB 1383) edible food recovery compliance. By the program's second year, efforts had shifted from outreach to active compliance, resulting in 86% compliance among commercial edible food generators and 95% compliance among food recovery organizations.

The proposed fourth year of the Program would continue services at rates established by the contractor, MSW Consultants, without participation from the cities. Under that scenario, support from WRCOG would conclude, and individual jurisdictions would need to independently meet their SB 1383 compliance requirements.

The TAC also received a presentation on recent legislative and legal developments affecting development mitigation fees. The presentation included discussion of the *Sheetz v. County of El Dorado* decision by the Supreme Court of the United States, which modified the framework for development impact fees. The ruling requires such fees to satisfy the Nollan/Dolan essential nexus and rough proportionality tests, resulting in stricter justification requirements.

Agencies must now rely on strong technical analysis, modeling, and documentation to support development impact fees. Some recent court decisions have denied development fees, and the presentation focused on strategies to ensure agencies can successfully support those fees moving forward. WRCOG appears to be well positioned regarding the Transportation Uniform Mitigation Fee (TUMF) Program, as the Program is supported by extensive technical studies, nexus documentation, and an established appeals process.

The final presentation provided information on WRCOG's General Assembly & Leadership Address Community Services Award nominations, noting that the nomination period is currently open and that candidates are being sought.

## **8. REPORT FROM COMMITTEE REPRESENTATIVES**

CALCOG representative Brian Tisdale reported that the next meeting will be in Long Beach.

## **9. REPORT FROM THE EXECUTIVE COMMITTEE CHAIR**

Chair Dennstedt mentioned that it is Women's History Month, and that WRCOG will be hosting it's Women's Day Forum on Wednesday, March 10, 2026, at Moreno Valley's Conference and Recreation Center.

## **10. REPORT FROM THE DEPUTY EXECUTIVE DIRECTOR**

Chris Gray reminded the Committee that nominations are currently open for the Community Services Awards and explained that the awards are intended to recognize individuals and organizations that provide meaningful service and support within their communities. Nominations are due Sunday, March 8, 2026, and encouraged members to submit candidates, as only one nomination had been received at that time.

The Women's Day Forum is scheduled for March 10, 2026, and the Inland Empire Regional Sustainability Summit will take place on April 8, 2026, at the Riverside Convention Center.

Committee members were reminded about the WRCOG General Assembly & Leadership Address scheduled for June 18, 2026, and will feature remarks from Tony Hawk. WRCOG staff will be hosting an informational session for new Committee members on March 11, 2026, at 10:00 a.m. in WRCOG's office. The session is open to newly appointed members and any existing Committee members who may wish to attend as a refresher to learn more about WRCOG programs, staff, and organizational activities.

Casey Dailey, WRCOG Director of Energy & Environmental Programs, noted that Inland Regional Energy Network (I-REN) is a collaborative initiative among Councils of Governments serving Riverside and San Bernardino Counties. The Program will be recognized by The California Association of Councils of Governments (CALCOG) with a Eureka Award for Excellence in Regional Partnership at the upcoming Regional Leadership Forum. Additional recognition activities, including a photo opportunity, will occur once the award is formally presented to WRCOG.

## **11. ITEMS FOR FUTURE AGENDAS**

There were no items for future agendas.

## **12. GENERAL ANNOUNCEMENTS**

There were no general announcements.

## **13. NEXT MEETING**

The next Executive Committee meeting is scheduled for Monday, April 6, 2026, at 2:00 p.m., in the County of Riverside Administrative Center, 4080 Lemon Street, 1st Floor, Board Chambers, Riverside.

## **14. ADJOURNMENT**

The meeting was adjourned at 3:04 p.m.



# Western Riverside Council of Governments WRCOG Executive Committee

## Staff Report

**Subject:** WRCOG Committees and Agency Activities Update  
**Contact:** Chris Gray, Deputy Executive Director, [cgray@wrcog.us](mailto:cgray@wrcog.us), (951) 405-6710  
**Date:** April 6, 2026

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### **Recommended Action(s):**

1. Receive and file.
- 

### **Summary:**

Attached are summary recaps of actions and activities from recent WRCOG standing Committee meetings that occurred during the month of March 2026.

### **Purpose / WRCOG 2022-2027 Strategic Plan Goal:**

The purpose of this item is to inform the Committee of actions and activities from WRCOG standing Committee meetings. This item aligns with WRCOG's 2022-2027 Strategic Plan Goal #4 (Communicate proactively about the role and activities of the Council of Governments).

### **Discussion:**

A summary is provided for the following meetings that occurred in February 2026:

- March 2, 2026: Executive Committee
- March 11, 2026: Administration & Finance Committee
- March 12, 2026: Finance Directors Committee
- March 19, 2026: Technical Advisory Committee

### **Prior Action(s):**

None.

### **Financial Summary:**

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

### **Attachment(s):**





## Western Riverside Council of Governments Executive Committee Meeting Recap March 2, 2026

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

**Agenda Packet:** <https://www.wrcog.us/wp-content/uploads/2026/02/ec-0326-ap.pdf>

**PowerPoint Presentation:** <https://www.wrcog.us/wp-content/uploads/2026/03/EC-030226-PP.pdf>

### **Approval of Fiscal Year 2025/2026 Budget Amendment**

- The mid-year budget review identified seven areas with revenue or expenditure levels different from the adopted levels, primarily due to lower-than-expected activity in the Inland Regional Energy Network (IREN) Program, as well as the TUMF Program.
- The budget amendment is also proposing the addition of an I-REN Program Manager to support I-REN Public Sector efforts, the removal of the Administrative Services Director position, and in its place a Program Manager to support the core human resources function, and a Contracts Management Analyst to support contracts, insurance, and other administrative functions.
- In total, the proposed amendment package includes a decrease of \$684,843 in revenues and \$492,722 in expenditures in WRCOG's General Fund. The package also reflects a decrease of \$376,451 in revenues and \$299,574 in expenditures in the Clean Cities Fund. Additionally, the I-REN Fund will experience a decrease of \$1,864,428 in both revenues and expenditures. Overall, the proposed amendments result in a combined reduction of \$2,925,721 in Agency revenues and \$2,656,724 in expenditures, for a net decrease in revenues of \$268,997.

### **WRCOG Project Management of Transportation Studies**

- WRCOG is kicking off two transportation studies with the goal of implementing near-term improvements. These studies would also be managed by WRCOG and funded by the respective TUMF Zone funds.
  1. Pass Area Intelligent Transportation Systems (ITS) Feasibility Analysis. This analysis will assess existing conditions of traffic signal infrastructure within the TUMF Pass Zone, determine agency needs and problem areas, provide coordination with Caltrans, and allow for discussions regarding the findings with Pass Zone agencies to identify next steps.
  2. Southwest TUMF Zone Transportation Study Pilot Project. This analysis will analyze and deliver recommendations on feasible, near-term solutions for improving traffic congestion in 8 - 10 areas in a comprehensive manner within this TUMF Zone. Examples of improvements that will be recommended are envisioned to be ITS, restriping, or intersection improvements.
- These types of studies have not been conducted so these are considered pilot studies. WRCOG will evaluate and refine as necessary, and take lessons learned and apply to each TUMF zone. This process will also be undertaken on an ongoing basis.

### **Next Meeting**

The next Executive Committee meeting is scheduled for Monday, April 6, 2026, at 2:00 p.m., in the County of Riverside Administrative Center, 4080 Lemon Street, 1st Floor, Board Chambers, Riverside.



**Western Riverside Council of Governments**  
**Administration & Finance Committee Meeting Recap**  
March 11, 2026

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

**Agenda Packet:** <https://www.wrcog.us/wp-content/uploads/2026/03/AF-0326-AP.pdf>

**PowerPoint Presentation:** <https://www.wrcog.us/wp-content/uploads/2026/03/AF-031126-PPT.pdf>

**2026 General Assembly Community Service Awards Nominations**

- Nominations closed for the CSAs on March 8th.
- A total of seven entries were received.
- The Committee selected two groups and two individuals to be considered by the Executive Committee on April 6th. Those include Mary Carnes, City of Menifee; Monica Lyons, City of Canyon Lake; Eastvale Chinese American Association, Eastvale; and Rotary Club of Murrieta, Murrieta.

**Review of Updated Personnel Policies Related to WRCOG Employee Leave Benefits**

- Staff presented five updated personnel policies related to employee leave benefits, including Paid Time Off, Holidays, Family Medical Leave and Pregnancy Disability Leave, Military Leave, and the Catastrophic Voluntary Time Bank Program.
- These updates are part of a broader effort to modernize WRCOG's personnel policies, align them with current federal and state laws, and streamline leave administration across the agency.
- The proposed changes were developed with support from HR consultants and legal counsel and were reviewed and approved by the Personnel Policy Ad Hoc Committee.
- Based on direction provided by the Administration & Finance Committee, staff will revise the proposed PTO Policy and present that item for consideration at next month's Executive Committee meeting.
- All other policies were recommended for approval and will move forward to the Executive Committee for final consideration.

**Next Meeting**

The next Administration & Finance Committee meeting is scheduled for Wednesday, April 8, 2026, at 12:00 p.m., at WRCOG's office.



## Western Riverside Council of Governments Finance Directors Committee Meeting Recap March 12, 2026

*Following is a summary of key items discussed at the last Finance Directors Committee meeting.*

**Agenda Packet:** <https://www.wrcog.us/wp-content/uploads/2026/03/FDC-0326-AP.pdf>

**PowerPoint Presentation:** <https://www.wrcog.us/wp-content/uploads/2026/03/FDC-PPT-031226.pdf>

### **Annual C-PACE Program Bond Capacity Review**

- The Finance Directors Committee recommended that the Executive Committee authorize the Executive Director to approve an increase of \$200M in bond capacity for the Greenworks / Nuveen Green Capital Commercial PACE Program to a total of \$780M in bonding capacity through Fiscal Year 2026/2027.
- The Finance Directors Committee recommended that the Executive Committee adopt a resolution to increase the maximum bond authorization for the Greenworks PACE Program.

### **Fiscal Year 2026/2027 Agency Budget**

- The draft FY 2026/2027 budget projects \$26.4M in revenues and \$25.9M in expenditures, driven largely by increased I-REN program activity and the conclusion of several grant programs.
- Budget development is focused on maintaining program financial sustainability, ensuring programs support their staffing and overhead while monitoring key revenue sources such as TUMF.
- Several strategic initiatives are being incorporated into the budget, including I-REN implementation, succession planning, building utilization and maintenance, and continued long-term financial planning.

### **Fiscal Year 2024/2025 Agency Audit and Annual Comprehensive Financial Report**

- The auditors issued an unmodified (clean) opinion.
- An internal control deficiency was identified, which was a result of non-recorded cash outs in compensated absences. Fiscal has addressed this deficiency by implementing new procedures and controls.
- There were no difficulties or disagreements with the auditors, and no other audit findings or issues were identified.

### **The Economy and Financial Markets**

- As things currently stand, inflation remains above the Federal Reserve's target, the labor market is coming into better balance, and consumers continue to support growth through spending.
- At least one rate cut is anticipated to happen this calendar year; however, due to some global events, there is some uncertainty until certain things play out.
- WRCOG's portfolio continues to out perform the market benchmark return.

### **Next Meeting**

The next Finance Directors Committee meeting is scheduled for April 23, 2026, at 1:00 p.m., in WRCOG's office at 1955 Chicago Avenue, Riverside.



## Western Riverside Council of Governments Technical Advisory Committee Meeting Recap March 19, 2026

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

**Agenda Packet:** <https://www.wrcog.us/wp-content/uploads/2025/11/tac-0326-ap.pdf>

**PowerPoint Presentation:** <https://www.wrcog.us/wp-content/uploads/2026/03/tac-ppt-0326.pdf>

### **I-REN Energy Fellowship 2026/2027 Program Service Year**

- I-REN Energy Fellowship host agency recruitment cycle is open March 19 through May 14, 2026.
- Applications can be accessed at [Partner - CivicSpark](#).
- Participation in the Fellowship Program comes at no cost to the participant agencies. Agencies will receive a Fellow for 11 months (full-time) to work on an agency's energy initiatives.
- Since 2023, I-REN has funded over 50 Fellows whom have provided over 80,000 hours of service toward public sector agencies' energy initiatives. Many of the Fellows have helped to secure over \$2M in energy incentives for their host agencies.

### **Annual C-PACE Program Bond Capacity Review**

- The TAC recommended that the Executive Committee authorize the Executive Director to approve an increase of \$200M in bond capacity for the Greenworks / Nuveen Green Capital Commercial PACE Program to a total of \$780M in bonding capacity through Fiscal Year 2026/2027.

### **Fiscal Year 2026/2027 Agency Budget**

- The draft FY 2026/2027 budget projects \$26.4M in revenues and \$25.9M in expenditures, driven largely by increased I-REN Program activity and the conclusion of several grant programs.
- Budget development is focused on maintaining program financial sustainability, ensuring programs support their staffing and overhead, while monitoring key revenue sources such as TUMF.
- Several strategic initiatives are being incorporated into the budget, including I-REN implementation, succession planning, building utilization and maintenance, and continued long-term financial planning.

### **Next Meeting**

The next Technical Advisory Committee meeting is scheduled for Thursday, April 16, 2026, at 9:30 a.m., at WRCOG's office at 1955 Chicago Avenue, Riverside.



# Western Riverside Council of Governments WRCOG Executive Committee

## Staff Report

**Subject:** Report out of WRCOG Representatives on Various Committees  
**Contact:** Chris Gray, Deputy Executive Director, [cgray@wrcog.us](mailto:cgray@wrcog.us), (951) 405-6710  
**Date:** April 6, 2026

### **Recommended Action(s):**

1. Receive and file.

### **Summary:**

One key function of the Executive Committee is to appoint representatives to various external agencies, groups, and committees on behalf of WRCOG. This Staff Report provides a summary of activities related to appointments for CALCOG, the SANDAG Borders Committee, and the SAWPA OWOW Steering Committee.

### **Purpose / WRCOG 2022-2027 Strategic Plan Goal:**

The purpose of this item to provide information regarding various external agencies, groups, and committees related to WRCOG where WRCOG has appointed one or more representative(s) to serve as its representative. This item supports WRCOG's 2022-2027 Strategic Plan Goal #4 (Communicate proactively about the role and activities of the Council of Governments).

### **Discussion:**

#### **CALCOG Board of Directors (Brian Tisdale)**

The CALCOG Board of Directors met on March 9, 2026. Agenda highlights are as follows:

1. Authorization to Establish a 501(c)(3) Affiliate.
2. RIA Grant Update.
3. Legislative Update.
4. SB 375 Reform Discussions.

The next CALCOG Board of Directors meeting is scheduled for June 3, 2026.

#### **SANDAG Borders Committee (Colleen Wallace)**

The SANDAG Borders Committee has not met since its last meeting of January 23, 2026. The next

SANDAG Borders Committee meeting is scheduled for April 24, 2026.

**SAWPA OWOW Steering Committee (Wes Speake)**

The SAWPA OWOW Steering Committee has not met since its last meeting of February 26, 2026. The next SAWPA OWOW Steering Committee meeting is scheduled for May 28, 2026.

**Prior Action(s):**

None.

**Financial Summary:**

Appointed Committee members are paid \$150 to attend their respective meetings. WRCOG stipends are included in the Agency's adopted Fiscal Year 2025/2026 Budget under the Administration Department in the General Fund (Fund 110).

**Attachment(s):**

[Attachment 1 - CALCOG Board meeting of March 9 2026.pdf](#)

# Attachment

CALCOG Board of Directors  
agenda packet March 9, 2026



California Association of  
Councils of Governments

# BOARD OF DIRECTORS MEETING AGENDA

March 9th,  
10:00 am to 12:00 pm

## California Association of Councils of Governments

1415 L Street, Suite 300  
Sacramento, CA 95814

(916) 436-0040

### BOARD OFFICERS

President: Jan Harnik  
Coachella Valley Assoc. of Governments

First Vice President: Tim Hepburn  
San Gabriel Valley Council of Governments

Second Vice President: Vacant

Past President: Britt Huff  
South Bay Cities Council of Governments

**LOCATION:** **Marriott Long Beach Downtown**  
111 E Ocean Blvd.  
Long Beach, CA 90802  
Pike 1 Meeting Room

Zoom: <https://us02web.zoom.us/j/6759856183>

### SITE NOTES

- Breakfast will be served at 9 AM
- This is an in-person meeting with virtual option
- For questions, contact Natalie Zoma at [nzoma@calcog.org](mailto:nzoma@calcog.org) or (916) 436-0045

## BOARD MEETING AGENDA

BUSINESS MEETING				
10:00 am	<b>1</b>	<b>Call to Order, Roll Call</b>		
10:05 am	<b>2</b>	<b>Approval of January 30, 2026 Minutes</b>	<b>Action</b>	8
10:10 am	<b>3</b>	<b>Executive Director's Report</b>	<b>Information</b>	10
10:25 am	<b>4</b>	<b>Regional Leadership Forum Overview</b>	<b>Information</b>	11
10:35 am	<b>5</b>	<b>Authorization to Establish a 501(c)(3) Affiliate</b>	<b>Action</b>	12
10:55 am	<b>6</b>	<b>RIA Grant Update</b>	<b>Information</b>	14
11:05 am	<b>7</b>	<b>Legislative Update</b>	<b>Information</b>	15
11:35 am	<b>8</b>	<b>SB 375 Reform Discussions</b>	<b>Discussion</b>	23
11:55 am	<b>9</b>	<b>Adjourn</b>		

**Board of Director Events**

**March 9 – 11: Regional Leadership Forum. In Person**, Long Beach Marriott Downtown. Approximate timing of each day is listed below.

**March 9**

- (10:00 AM – 12:00 PM) **Board Meeting** at Long Beach Marriott Downtown
- (12:00 PM – 1:00 PM) **Lunch**
- (1:00 – 3:00 PM) **Long Beach Port Boat Tour**
- (4:30 – 6:00 PM) **Regional Excellence Awards ceremony & CARL Graduation**  
*Doors open at 3:30*
- (6:30 – 8:00 PM) **Reception Hosted by CARLA** (nearby location)

**March 10**

- (8:45 AM– 3:30 PM) **Conference sessions**
- (3:30 – 5:00 PM) **Super-Californiaistic-Lets-All-Be Precious Trivia Contest**
- (6:00 – 8:00 PM) **Reception** (nearby location, with dinner style appetizers)

**March 11**

- (8:45 AM– 12:00 PM) **Conference sessions – conference concludes at noon**
- (12:00 – 1:00 PM) **Lunch**
- (1:00 PM– 3:00 PM) **Roadway Pricing Leadership Academy** (all invited)

**June 3:** (Tentative\*\*: 10:00 am – 4:00 pm) **Legislative Day & Board Meeting, In Person.** (Program will include speakers from Legislature and State Agencies) **CDAC and Board.**

**June 30:** (2:00 pm – 3:30 pm) **Board Business Meeting. Virtual**

**August 13:** (2:00 – 3:00 PM) **Board Meeting.** (Late Leg. session policy meeting). **Virtual**

**September 29:** (2:00 pm – 3:30 pm). **Board Meeting** (Policy briefing). **Virtual**

**November 5 & 6:** **Fall Board Meeting & CARL Session. In Person** (Location TBD).

## Board Roster



- **President, Jan Harnik**, Council Member, Palm Desert, Coachella Valley Association of Gov'ts
- **First Vice President, Tim Hepburn**, Mayor, City of La Verne, San Gabriel Valley Council of Governments
- **Second Vice President Vacant**
- **Past President, Britt Huff**, Council Member, City of Rolling Hills Estates, South Bay Cities Council of Gov'ts
- **Belia Ramos**, Supervisor, Napa County, Association of Bay Area Governments
- **David Haubert**, Supervisor, Alameda, Alameda County Transportation Commission.
- **Scott Funk**, Mayor Pro Tem, City of Gonzales, Association of Monterey Bay Area Governments
- **Chris Kelley**, Vice Mayor, City of Hercules, Contra Costa Transportation Authority
- **Brian Veerkamp**, Supervisor, El Dorado, El Dorado County Transportation Commission
- **Gary Yep**, Council Member, City of Kerman, Fresno Council of Governments
- **Kimberly White**, Mayor, City of Arcata, Humboldt County Association of Governments
- **Mike Goodsell**, Councilmember, City of Holtville, Imperial County Transportation Commission
- **Bob Smith**, Council Member, City of Bakersfield, Kern Council of Governments
- **Doug Verboon**, Supervisor, Kings County, Kings County Association of Governments
- **Bruno Sabatier**, Supervisor, Lake County/City Area Planning Council
- **Robert Poythress**, Supervisor, Madera County, Madera County Transportation Commission
- **John Haschak**, Supervisor, Mendocino County, Mendocino Council of Governments
- **Josh Pedrozo**, Supervisor, Merced County, Merced County Association of Governments
- **Mitch Mashburn**, Supervisor, Solano County, Metropolitan Transportation Commission
- **John Gabbard**, Mayor Pro Tem, City of Dana Point, Orange County Council of Governments
- **Patrick Harper**, Council Member, City of Fountain Valley, Orange County Transportation Authority
- **Ken Broadway**, Council Member, City of Rocklin, Placer County Transportation Authority
- **Lloyd White**, Council Member, City of Beaumont, Riverside County Transportation Commission
- **Oscar Villegas**, Supervisor, Yolo County, Sacramento Area Council of Governments
- **Ignacio Velazquez**, Supervisor, San Benito County, Council of San Benito County of Governments
- **Alan Wapner**, Council Member, City of Ontario, San Bernardino County Transportation Authority
- **Lesa Heebner**, Mayor, City of Solana Beach, San Diego Association of Governments
- **Robert Rickman**, Supervisor, San Joaquin County, San Joaquin Council of Governments
- **Fred Strong**, City of Paso Robles, San Luis Obispo Council of Governments
- **Alice Patino**, Mayor, City of Santa Maria, Santa Barbara County Association of Governments
- **Manu Koenig**, Supervisor, Santa Cruz County, Santa Cruz County Regional Transportation Commission
- **Tenessa Audette**, Councilmember, City of Redding, Shasta Regional Transportation Agency
- **Steve Young**, Mayor, City of Benicia, Solano Transportation Authority
- **Lynda Hopkins**, Supervisor, Sonoma, Sonoma County Transportation Authority
- **Margaret Finlay**, Council Member, City of Duarte, Southern California Association of Governments
- **Rachel Hernandez**, Mayor, City of Riverbank, Stanislaus Council of Governments
- **Cindy Gustafson**, Supervisor, Placer County, Tahoe Regional Planning Agency
- **Steve Teshara**, Board Representative, Tahoe Transportation District
- **Chaps Poduri**, Council Member, City of Pacific Grove, Transportation Agency for Monterey County
- **Brian Colbert**, Supervisor, Marin County, Transportation Authority of Marin
- **Rudy Mendoza**, Mayor, City of Woodlake, Tulare County Association of Governments
- **Jenny Crosswhite**, Councilmember, City of Santa Paula, Ventura County Transportation Commission
- **Brian Tisdale**, Council Member, City of Lake Elsinore, Western Riverside Council of Gov'ts

**Vacancies:** Butte County Association of Governments, Calaveras County Association of Government, City/County Association of San Mateo, Los Angeles County Metropolitan Transportation Authority, Napa Valley Transportation Authority, Santa Clara Valley Transportation Authority, Tuolumne County Transportation Commission, Cal Cities, California State Association of Counties

- **Brown Act Light.** CALCOG is a nonprofit social welfare entity organized under California law. We are not a public agency. Accordingly, though we typically apply procedures that are common for local government meetings, we are not required to operate that way.
- **Roll Call.** We often take roll as board members enter the room or sign in online. Staff will announce whether there is a quorum.
- **Quorum.** A requires that a majority of active directors be present. Once established, the meeting can proceed even if members leave. A public agency member is deemed to have an active director when it has been represented at a board meeting within the last twelve months (including the current meeting).
- **Short-of-Quorum Procedure.** If we fail to have a quorum but have at least 10 members present at a regularly scheduled meeting, the board can proceed as an advisory body. Actions that are passed will be sent electronically to all other board members. When total affirmative responses from present and non-present members equals two thirds or more of all active members, the action will be affirmed.
- **Two Thirds Vote Requirement.** Our bylaws emphasize consensus. The Board adopted a two-thirds majority requirement to assure that actions are broadly supported by the membership.
- **Member Staff Participation.** Our board meetings are often attended by member agency staff. They often make contributions during discussion. We benefit from their expertise and experience. We generally welcome such input. The President has discretion to limit discussion to board members at any point.
- **Roberts Rules of Order.** We follow Robert Rules of Order. Pragmatically. If we are ever getting to a point where we are arguing details in procedure, the issue probably lacks the two-thirds majority needed to pass it in the first place.
- **For Virtual Meetings.** We ask Board members to keep their cameras on and that everyone who is not on the board or currently speaking turn their camera off.
- **Virtual Meeting Consensus Vote Procedure.** If President judges that there is broad concurrence on an item, in lieu of a roll call or voice vote, the chair may simply ask if there is any opposition or abstentions. The chair will then wait for a few seconds. If there is no response, the President may declare a unanimous vote. If a small number of nays and abstentions are registered, the President can declare a majority vote. If there are more than a few, or if any board member calls for it, we will take a roll call vote.

## List of Acronyms

**AB** *Assembly Bill*: Proposed legislation introduced in the California State Assembly.

**AFFH** *Affirmatively Furthering Fair Housing*: A legal requirement to promote fair housing and eliminate discrimination.

**AHSC** *Affordable Housing and Sustainable Community*: A state grant program that funds projects combining affordable housing, transit, and active transportation to reduce greenhouse gas emissions.

**AMPO** *Association of Metropolitan Planning Organizations*: A national network that supports and advocates for MPOs in transportation planning and policy.

**ATP** *Active Transportation Program*: A state competitive grant program that funds projects that increase biking, walking, and safety.

**Caltrans** *California Department of Transportation*: The state agency responsible for the design, construction, operation, and maintenance of California's highway system.

**CalSTA** *California State Transportation Agency*: The state agency that develops and coordinates California's transportation policies and programs to achieve the state's mobility, safety, equity and environmental sustainability objectives.

**CAPTI** *Climate Action Plan for Transportation Infrastructure*: California's statewide strategy to align transportation investments with climate goals.

**CARB** *California Air Resources Board*: A part of the California Environmental Protection Agency (CalEPA) responsible for regulating air pollution and carbon emissions from mobile and stationary sources.

**CARL** *California Academy for Regional Leaders*: CALCOG's leadership development program for regional leaders.

**CARLA** *California Academy for Regional Leadership Alumni*: Alumni network of the CARL program.

**CCJPA** *Capitol Corridor Joint Powers Authority*: Oversees operations of the Capitol Corridor passenger rail service, connecting key Northern California regions.

**CCC** *Central Coast Coalition*: A regional alliance advocating for transportation funding and policy priorities across California's Central Coast.

**CEQA** *California Environmental Quality Act*: A statute that requires state and local agencies to identify and mitigate the environmental impacts of their projects and plans.

**CDAC** *COG Directors Association of California*: A sub-group within the California Association of Councils of

Governments (CALCOG). It serves as a forum for directors of regional planning agencies (COGs) to connect, share information, and advocate for their interests.

**CHFA** *California Housing Finance Agency*: A state agency that provides financing and programs to assist in the creation and preservation of affordable housing.

**CMA** *Congestion Management Agency*: Local agencies tasked with relieving traffic congestion and improving transportation planning.

**CMAQ** *Congestion Mitigation & Air Quality Program*: A federal funding program that supports transportation projects aimed at reducing traffic congestion and improving air quality, especially in areas not meeting air pollution standards.

**CSAC** *California State Association of Counties*: An organization representing county governments before the California Legislature and federal government.

**CTC** *California Transportation Commission*: A state agency responsible for programming and allocating funds for the construction of highways, passenger rail, and transit improvements.

**DBE** *Disadvantaged Business Enterprise*: A federal program that supports minority- and women-owned businesses in transportation contracting.

**DAC** *Disadvantaged Communities*: Communities identified as vulnerable due to socioeconomic or environmental challenges, often prioritized in state funding.

**EIR** *Environmental Impact Report*: A document required by CEQA that assesses the environmental effects of a proposed project.

**EV** *Electric Vehicle*: A car powered entirely or partially by electricity.

**FHWA** *Federal Highway Administration*: A division of the U.S. Department of Transportation specializing in highway transportation.

**FTA** *Federal Transit Administration*: A division of the U.S. Department of Transportation that provides financial and technical assistance to public transportation systems.

**FTIP** *Federal Transportation Improvement Program*: A multi-year list of federally funded transportation projects prioritized at the regional level.

**FY** *Fiscal Year*: A one-year period used for budgeting and accounting, differing from the calendar year.

**GHG** *Greenhouse Gas*: Gases that trap heat in the atmosphere and contribute to climate change, including CO<sub>2</sub> and methane.

**GO Governor's Office:** The executive branch leadership under the Governor, often shaping statewide policy initiatives.

**HCD California Department of Housing and Community Development:** A state agency that develops housing policy, building codes, and administers housing finance, economic development, and community development programs.

**HUD U.S. Department of Housing and Urban Development:** A federal department responsible for national policy and programs that address America's housing needs.

**LAO Legislative Analyst's Office:** Provides nonpartisan fiscal and policy advice to the California Legislature.

**LCI Governor's Office of Land Use and Climate Innovation:** The new name for the agency formerly known as OPR (Governor's Office of Planning and Research). The change took place in July 2024.

**LTF Local Transportation Fund:** Funds derived from a portion of the state sales tax allocated to local transportation needs.

**MOU Memoranda of Understanding:** A formal agreement between agencies or organizations outlining mutual goals and cooperation.

**MPO Metropolitan Planning Organization:** A federally-designated regional planning entity that represents urbanized areas with populations over 50,000, responsible for transportation planning and project selection.

**NSSR North State Super Region:** A coalition of Northern California regions advocating for rural infrastructure, economic development, and connectivity.

**NARC National Association of Regional Counties:** A national organization representing regional planning agencies and councils of government.

**OPR Governor's Office of Planning and Research:** A California state agency responsible for long-range planning and research. Now called LCI

**OWP Overall Work Program:** An annual roadmap for regional transportation planning activities and studies.

**RCTF Rural Counties Task Force:** a group of rural counties that meet regularly to help small counties remain informed, have a voice, and become involved with changing statewide transportation policies and programs.

**RHNA Regional Housing Needs Allocation:** A process that determines projected and existing housing needs for all jurisdictions in California.

**RLF Regional Leadership Forum:** CALCOG's annual conference.

**RTP Regional Transportation Plan:** A long-term blueprint of a region's transportation system, developed by an MPO or RTPA.

**RTPA Regional Transportation Planning Agency:** A state-designated agency responsible for regional transportation planning to meet state planning mandates.

**SB Senate Bill:** Proposed legislation introduced in the California State Senate.

**SCS Sustainable Communities Strategy:** A plan that integrates transportation, land-use, and housing policies to meet greenhouse gas reduction targets.

**SJVPC San Joaquin Valley Policy Council:** Collaborative body that represents the eight RTPAs of the San Joaquin Valley and works to develop unified policy positions.

**SGC Strategic Growth Council:** A cabinet-level committee that coordinates state agency efforts to improve environmental quality, expand affordable housing, enhance infrastructure, and support sustainable community planning.

**SHCC Self Help Counties Coalition:** An association of 25 counties with voter-approved transportation sales taxes advocating for local project funding and flexibility.

**SHOPP State Highway Operations & Protection Programs:** A funding program for maintaining and rehabilitating California's state highway system.

**STIP State Transportation Improvement Program:** A five-year plan directing state and regional transportation funding for capital projects.

**TDA Transportation Development Act:** A California law that provides funding for public transportation, bicycle and pedestrian projects, and local transportation through sales tax revenues.

**TIRCP Transit and Intercity Rail Capital Program:** Funds rail and transit capital projects that reduce greenhouse gas emissions.

**VMT Vehicle Miles Traveled:** A measure of the total miles driven by all vehicles in a specified region over a specific period.

**ZEV Zero Emission Vehicle:** A vehicle that emits no tailpipe pollution, including battery-electric and hydrogen fuel cell vehicles.

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## APPROVAL OF JANUARY MINUTES



### CALCOG Board Meeting Minutes January 30, 2026 Virtual (Zoom)

#### 1. Attendance

Attendance was taken visually as members walked into the meeting room and logged into their accounts via the Zoom meeting platform: the following 29 board members attended the meeting

**President, Jan Harnik**, Council Member, Palm Desert, Coachella Valley Association of Gov'ts

**First Vice President**, Tim Hepburn, Mayor, City of La Verne, San Gabriel Valley Council of Governments

**Second Vice President, Vacant**

**Past President, Britt Huff**, Mayor, City of Rolling Hills Estates, South Bay Cities Council of Gov'ts

**Robert Poythress**, Supervisor, Madera County, Madera County Transportation Commission

**David Haubert**, Supervisor, Alameda, Alameda County Transportation Commission

**Scott Funk**, Mayor Pro Tem, City of Gonzales, Association of Monterey Bay Area Governments

**Chris Kelley**, Vice Mayor, City of Hercules, Contra Costa Transportation Authority

**Brian Veerkamp**, Supervisor, El Dorado, El Dorado County Transportation Commission

**Kimberly White**, Mayor, City of Arcata, Humboldt County Association of Governments

**Mike Goodsell**, Council Member, City of Holtville, Imperial County Transportation Commission

**Bob Smith**, Council Member, City of Bakersfield, Kern Council of Governments

**Doug Verboom**, Supervisor, Kings County, Kings County Association of Governments

**Bruno Sabatier**, Supervisor, Lake County/City Area Planning Council

**Josh Pedrozo**, Supervisor, Merced County, Merced County Association of Governments

**John Gabbard**, Mayor Pro Tem, City of Dana Point, Orange County Council of Governments

**Patrick Harper**, Council Member, City of Fountain Valley, Orange County Transportation Authority

**Ken Broadway**, Council Member, City of Rocklin, Placer County Transportation Authority

**Lesa Heebner**, Mayor, City of Solana Beach, San Diego Association of Governments

**Alan Wapner**, Council Member, City of Ontario, San Bernardino County Transportation Authority

**Bob Nelson**, Supervisor, Santa Barbara County, Santa Barbara County Association of Governments

**Alice Patino**, Mayor, City of Santa Maria, Santa Barbara County Association of Governments

**Tenessa Audette**, Councilmember, City of Redding, Shasta Regional Transportation Agency

**Steve Young**, Mayor, City of Benicia, Solano Transportation Authority

**Cindy Gustafson**, Supervisor, Placer County, Tahoe Regional Planning Agency

**Margaret Finlay**, Council Member, City of Duarte, Southern California Association of Governments

**Steve Teshara**, Board Representative, Tahoe Transportation District

**Chaps Poduri**, Council Member, City of Pacific Grove, Transportation Agency for Monterey County

**Jenny Crosswhite**, Council Member, City of Santa Paula, Ventura County Transportation Commission

#### 2. Approval of Minutes

Action

The board unanimously approved the minutes of the November 7, 2025 meeting. Motion by Second Vice President, Tim Hepburn; second by First Vice President, Jan Harnik.

#### 3. CALCOG 2026 Work Program Priorities

Discussion

Staff provided a brief check-in on the Board's 2026 priorities and shared a consolidated list for alignment. Staff will report back during the year on progress.

#### 4. Exploring the Establishment of a 501(c)(3)

Information

Staff revisited the option to establish a CALCOG-affiliated 501(c)(3) to expand eligibility for

foundation/philanthropic funding and education-focused grants. Staff noted the item may return in March as a potential action item.

**5. Regional Leadership Forum Overview** **Information**

Staff provided an overview of the upcoming Regional Leadership Forum in Long Beach.

**6. RIA Grant Update and RFP Approval** **Action**

Staff provided an update on the RIA grant work focused on priced/managed lane and tolled facility governance lessons. The Board unanimously approved delegating authority to the Executive Director and Deputy Director to negotiate and execute the contract. Motioned by Director Steve Teshara, seconded by Director John Gabbard.

**7. State Legislative Update** **Information**

Staff provided state budget and legislative updates, noting the Governor’s January budget may shift by the May Revision. Staff will return in March with recommended next steps and a more formalized position where needed.

**8. Federal Reauthorization** **Discussion**

Staff provided a brief update on federal reauthorization and noted state agencies are circulating a consensus letter for signatures. Staff indicated CALCOG may not take a unified position at this time and instead allow members to decide individually, while continuing national engagement through partner organizations. Staff may return with an update in March.

**9. SB 375 Reform Discussions** **Discussion**

Staff provided an update on SB 375 reform efforts, including a Big Four MPO-led process developing a bill outline and a separate, slower-moving state-led task force effort. Staff noted CALCOG is working to reflect broader member perspectives and expects more concrete language to review in March.

**10. Call for Second Vice President Nominations** **Discussion**

Staff announced an open Second Vice President position and encouraged interested members to submit nominations through the established process.

**11. Meeting Adjourned by President Harnik**  
**End of DRAFT Minutes**

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## Executive Director's Report



### A. BACKGROUND

It's that time of year when we are focused on putting on an excellent conference and run a little short on time to write down all the updates we have for you in a board agenda. Below are a few quick items we will cover. Then, we will play a fun game of "Stump the Chump," during which you can ask the executive director questions about regional issues and see if he knows the answers or tries to punt the question to the deputy director.

### B. QUICK HITS

- **CALCOG 101.** With so many new board members, we will take a moment to review the basics of our organization in purpose, mission, work program and accomplishments.
- **Federal Reauthorization Watch.** We are monitoring discussions in Washington and will have an informative panel on this topic Tuesday morning at the conference.
- **CARB Relations.** Staff continue to play an active role in convening meetings with CARB and MPO staff as CARB works to meet its statutory deadlines for adopting targets later this year.
- **CARL #9 Coming Soon!** It's hard to believe that we are wrapping up our 8<sup>th</sup> year of the California Academy for Regional Leaders (CARL). We look forward to celebrating the graduation of another cohort on Monday night.
- **CALCOG & SHCC Joint Leg Day.** Mark your calendars for June 3. We will host our annual Legislative Day in partnership with SHCC. We bring in state leaders and legislative staff to have frank discussions about the latest bills and regulations of most interest to our members

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## Regional Leadership Forum Overview



### A. SUMMARY OF EVENT

- ***Packed Program, Full of Great Speakers!*** This year's theme is Regional Intelligence, focusing on how regions are, can, and should be leveraging artificial intelligence, data, and new technologies. Check out the [Full Program here](#).
- ***Long Beach Port Tour.*** The board meeting is being held in the morning this year to allow you to enjoy the Port of Long Beach boat tour on Monday at 1 PM. Pre-registration is required but we can likely squeeze you on if you didn't pre-register.
- ***Awards Ceremony & CARL Graduation.*** Join us Monday evening, (doors open at 3:30, ceremony begins at 4:30) in celebrating regional excellence and the graduation of CARL Cohort #8.
- ***Sponsoring Partner Dinner.*** If you don't have dinner plans Monday evening it's not too late to [RSVP for this dinner](#) hosted by Best, Best and Krieger.
- ***Network with peers across the state.*** The Regional Leadership Forum is a place where elected officials and executive staff from regional agencies across California come to share best practices, learn about innovative programs/projects, and celebrate the successes achieved by regional governments. On Monday and Tuesday evening we have networking events. Check out our full program agenda for more information.
- ***Build relationships with state partners.*** We will have partners from Caltrans, CTC, CARB and HCD in attendance. It's an excellent opportunity to build relationships with state agencies that regional agencies interface with frequently.
- ***Visit our sponsors!*** Our partnering sponsors make it possible for us to put on a great event. We hope you will stop by their booths and thank them for their support. And you will probably find that they are offering services that could benefit your organizations!
- ***Super-California-istic, Let's All Be Precious Trivia Contest.*** Come challenge Director Patrick Harper's team for the championship status. Tuesday afternoon at 3:30 – be there!
- ***Pricing Leadership Academy Workshop.*** After the conference adjourns Wednesday at noon, we are offering lunch to anyone who wants to stay for our Pricing Leadership Academy. This interactive session is designed for leaders navigating the politics, public perceptions, and real-world tradeoffs of roadway pricing. Caltrans and CALCOG will share an overview of the project with DKS Associates sharing insights from recent focus group research and facilitating a discussion on what resonates, what doesn't, and what it takes to advance pricing projects.

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## Authorization to Establish a 501(c)(3) Affiliate



### A. SUMMARY

CALCOG is currently organized as a 501(c)(4) nonprofit social welfare organization. While this structure permits legislative advocacy, it limits eligibility for philanthropic and education-focused grant opportunities. Last November, the Board discussed formation of a separate but affiliated 501(c)(3) foundation and raised questions regarding governance safeguards, accountability, and administrative cost separation. In January, staff returned with a proposed governance framework, cost estimates, and draft Articles language for Board consideration. There was consensus at the January board meeting to move forward. This item brings forward final Articles of Incorporation and a resolution authorizing staff to proceed with incorporation and initial formation steps.

### B. STAFF RECOMMENDATION

Authorize staff to file the Articles of Incorporation, recruit directors not appointed by the CALCOG Board; make appropriate filings for tax exempt status with the IRS, and take other administrative actions necessary to establish a nonprofit foundation.

### C. PROJECT DETAIL

- **Purpose of the Foundation.** The Foundation will be organized as a California nonprofit public benefit corporation under Section 501(c)(3) of the Internal Revenue Code. Its purpose will be to support leadership development and education programs, conduct research and public education regarding regional governance and policy, and support technical assistance and capacity-building activities for regional agencies.
- **Funding Flexibility without Advocacy.** The presence of an affiliated foundation organization will expand access to philanthropic and foundation grant funding that are otherwise unavailable to a 501(c)(4). Lobbying and legislative advocacy activities will remain exclusively with CALCOG's as a 501(c)(4) organization.
- **Governance Safeguards.** The article of incorporation includes governance provisions that are consistent with board direction, including that CALCOG shall appoint up to 49% of the foundations voting directors (the maximum allowed under California law), a two thirds super-majority requirement to amendment of the articles of incorporation, authorization to enter into a service agreement for staffing and implementation with CALCOG, at least annual reporting requirements to the CALCOG board.
- **Minor Changes.** Staff may need to make minor, non-substantive changes as needed to address specific requirements of filings. This action authorizes staff to make such non-substantive changes.
- **Name.** The name "Cal Regions Foundation" has been used here as a more marketing and brand friendly alternative to CALCOG Foundation.

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#### D. NEXT STEPS

- **Incorporation.** File Articles with Secretary of State, Obtain EIN.
- **IRS Filing.** Prepare and submit IRS Form 1023.
- **Governance & Operations.** Recruit independent directors, Seat initial Foundation Board, adopt bylaws (by Foundation Board), execute services agreement, adopt first operating budget.
- **Funding.** The next fiscal budget adopted by the CALCOG board will likely include a line-item contribution for the Foundation (most of this which will be used to compensate CALCOG for contracted staff time under a Services Agreement).
- **Program Launch.** Develop grant strategy, identify pilot funding opportunities, and apply for funding.

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**RIA Grant Update**



**A. SUMMARY**

In 2023, CALCOG joined Caltrans to partner on a Regional Infrastructure Accelerator (RIA) grant. SCAG, MTC, SANDAG, SACOG, and TRPA were also co-applicants. The project involves studying how to make roadway pricing (congestion pricing, tolled/express lanes, etc.) more publicly acceptable by identifying messaging and modeling practices that could be applied more broadly throughout the state. It also involves research on the benefits, governance models, financing needed, and potential impacts of such projects to better assess when and where they make the most sense.

In November, the board approved a contract amendment with Caltrans to pass through an additional \$600,000 in grant funding to CALCOG for a total contract amount of \$2 million. CALCOG is now overseeing the entire scope of the grant that was awarded to Caltrans and partner MPOs.

**B. PROJECT UPDATES**

- ***New Consultant Selected.*** As part of the additional scope that was added to our contract with Caltrans in November, CALCOG is responsible (with consultant support) for conducting in-depth desk research and stakeholder interviews, identifying key qualitative factors that have enabled or hindered the progress of implementing toll lane/road pricing projects in California. CALCOG issued a notice of intent to award STV this contract. Staff is currently in contract negotiations but anticipates this work will be underway by mid-March.
- ***Public Perceptions & Communications.*** DKS, the consultant selected from the first RFP under this grant, convened focus groups in January to hear what the public knows about roadway pricing, their attitudes toward these projects, and what might make the projects more appealing to them. DKS will conduct a statewide poll next month that will complement the focus group work. All of this will inform a communications toolkit that will serve a resource to public agencies looking to advance these projects.
- ***Modeling Work.*** The more technical side of the contract with DKS is to examine the modeling tools used for analyzing the impacts of these projects (e.g., induced demand, greenhouse gas emissions, equity, air quality, travel delay) to develop modeling toolkit that could serve as a resource for agencies that want to explore how managed lanes might benefit their region.
- ***Pricing Leadership Academy Workshop Planning.*** As a post conference workshop after the Regional Leadership Forum we will host a workshop focused on navigating politics and public perceptions related to advancing tolled/priced roadways (come hear what we heard at those focus groups!). The Pricing Leadership Academy will be held on Wednesday, March 11 at 1:00 PM – 3:00 PM.

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**Legislative Update**



**A. Summary**

Another Legislative year is in full swing. This year appears to be another active year. This report summarizes the bills that CALCOG has already taken a position on, recommends taking action on another bill, and provides a list of bills that staff is closely monitoring.

**B. STAFF RECOMMENDATIONS**

Authorize staff to take an oppose position on SB 979 as provided in Section D below. Receive and file the remainder of the report. And of course, ask questions about bills of interest.

**C. SUMMARY OF CURRENT POSITIONS**

**1. AB 2002 (Solache) Local Government Assistance: REAP Fund. Cosponsor.**

**Summary:** This bill seeks a funding source for regional governments to meet their obligations under the Regional Housing Needs Allocation. RHNA has historically been an unfunded mandate for COGs, with the one notable exception of the last cycle where regions were provided \$110 million in Regional Early Action Program funding to cover RHNA and provide housing planning grants to local agencies.

**Added Context:** Last year, the Board directed CALCOG to shop a proposal to codify an ongoing version of REAP 1.0. Although we were unable to secure an author last year, the effort highlighted that a cornerstone of the state housing policy framework was not funded. It also helped raise awareness of the REAP program’s value with key committee staff and other housing groups. Building on that work and working closely with SCAG staff (who has made this issue a priority), we have now secured an author and are moving forward with introducing the bill and exploring budget opportunities.

**Next Steps:** Now that the bill has been introduced, we are working on a budget request of \$125 million across eight years. Assemblymember Solache will include it in his member requests. He is currently working to get other members to sign on to it, and we are assisting with that effort.

**CALCOG Legislative Policy Principles Advanced:**

- (8)(b) *Seek ongoing funding to reimburse COGs for RHNA compliance costs.*
- (8)(h). *Support continuing the REAP program to support the ongoing production of well-located housing that can address the multiple, interconnected goals of housing, access to opportunity, and reduction of GHGs.*

## 2. SB 908 (Wiener). Transit-Oriented Development. **Oppose unless amended**

**Context:** Last session, SB 79 was enacted to require significant upzoning around qualifying transit stations in “urban transit counties.” The bill included a provision that directed MPOs to produce maps for member cities by July 1 that identified where the upzoning applies and the corresponding zoning standards based on the language of the new statute. Since its enactment, however, it has become clear that the statute lacks sufficient definitional clarity and procedural guidance to ensure consistent implementation. As a result, the MPO staff and most others believe that it would be difficult to draw maps that would effect on the ground development with all the existing ambiguity.

**Summary:** In response, the author is pursuing clean-up legislation to clarify key terms and requirements. However, the July 1 implementation date remains in statute, and absent timely state guidance or statutory fixes, MPOs face heightened litigation risk in attempting to implement the law.

**Next Steps:** CALCOG is working with Cal Cities and CSAC to advance the following amendments that delay the July 1 start date for SB 79, require HCD to issue timely guidance, and seek other clarifications to the language.

### **Observations:**

- **Local Government Partners Are Leading.** We understand that there remains a great deal of opposition to SB 79, but given that this is the author of SB 79’s bill, this is not the vehicle to take up that debate. Instead, we are working closely with Cal Cities and CSAC to advance the following amendments that delay the July 1 start date for SB 79, require HCD to issue timely guidance, and seek other clarifications to the language.
- **SoCal Member Opposition.** We are aware of some of the unique positions taken on SB 79 by some of our members, including LA Metro’s policy to recommend that SB 79 be amended to become a Bay Area pilot program.

### **CALCOG Legislative Policy Principles Advanced:**

- (3a). Authorize and improve the capacity of regional agencies to deliver plans and program projects that meet the needs and safety of their member cities and counties
- (8a.) Work with local partners to amend housing laws (and related procedures) to give jurisdictions flexibility to provide affordable housing and remove disincentives and regulatory obstacles to providing affordable housing.

## 3. AB 1421 (Wilson). Vehicles: Road Usage Charge Advisory Committee. **Support**

**Summary:** Directs CTC, in coordination with CalSTA, to pull together existing research and develop recommendations on a potential road-user charge or mileage-based fee system and report back to the Legislature. According to the author, AB 1421 is a study bill for one potential alternative to address the growing transportation funding gap caused by the reliance on the gas tax.

**Comments and Observations:**

- **Coalition.** CALCOG joined a broad support coalition focused on efforts to identify and implement a fair, accountable, and affordable policy solution to address California’s looming transportation funding crisis. Partners include:
  - *League of California Cities*
  - *Transportation California*
  - *Urban Counties of California*
  - *Rural County Representatives of California*
  - *California State Association of Counties*
- **Political “Drama.”** This bill has made news as opponents claim it authorizes increased taxes. Although the language does not support that claim, opponents warn that it such an increase is the end goal and this bill is a step in such a process. An article in *Cal Matters* that describes the political back and forth and quotes our past President Robert Poythress, who also serves on the state RUC Advisory Committee. He notes that despite the “political drama,” it “really can’t be understated how essential it is ... that we properly fund our transportation system. I know it’s a politically fraught issue, but what is entirely clear to me is that the status quo moving into the future is entirely untenable.” See *California Lawmakers are Incensed over a Gas Tax Study. Rural Groups Say They Need It.* (Cal Matters, March 2, 2026)
- **Going Forward.** It’s unclear whether the increased level of publicity will affect how the bill moves forward. Given that it’s an election year and the bill has generated so much controversy (rightly or wrongly), Legislators may want to avoid a vote on the issue in an election year.

**CALCOG Legislative Policy Principles Advanced:**

- *(4)(a). Educate state leaders & others about the need to replace gas tax revenues lost to fuel efficiency and electrification policies. Explore solutions and share information.*
- *(4)(c) Ensure federal and state funding sources are stable, predictable, flexible, and adequate to operate, maintain, rehabilitate, and expand the transportation system.*
- *(4)(e). Ensure transportation funding meets the needs of all rural, medium-sized, and large urban regions; Pursue new and reformed funding methods and sources to develop and implement robust transportation plans that meet local, regional, and state objectives.*
- *(4)(f) Explore policies—such as the Road User Charge—that will address expected lost revenues from the transition to alternative fuels and zero emission vehicles; raise*

*awareness of the need to address this issue among stakeholders; and support alternative funding mechanisms that are consistent with CALCOG policies.*

#### 4. LCI Planning Advisory and Assistance Council. **Support**

**Summary:** An effort to revive the defunct Planning Advisory and Assistance Council. This would include a more prominent role for CALCOG in selecting the regional planning representatives to the council.

**Comments and Observations:**

- **Background:** The Planning Advisory and Assistance Council (PAAC) is a state body established under California Government Code §65040.6 within the Governor's Office of Land Use and Climate Innovation (LCI), formerly the Office of Planning and Research (OPR). The Council was designed to advise LCI in formulating and updating long-range statewide goals and policies related to land use, population growth, urban expansion, open space, resource preservation, and environmental quality. Its membership includes city, county, regional planning, and tribal representatives serving two-year terms. Despite its statutory foundation, the PAAC has been dormant for some time.
- **Partners:** California State Association of Counties (CSAC)

**CALCOG Legislative Policy Principles Advanced:**

- *(1)(e). Encourage state laws that require different state agencies to coordinate policies and reconcile differences before they are implemented and applied to regional entities.*

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#### D. ACTION ITEM (STAFF RECOMMENDATION)

##### 1. **SB 979 (Strickland). Housing Element, RHNA: Judicial Review**

**Bill Summary:** Would make the final RHNA determination of a COG subject to judicial review if the appealing entity did not like the result of the current appeal procedure. the that a final RHNA determination is subject to judicial review.

**Staff Recommendation:** Authorize staff to take an **Oppose** position as needed.

**Legal Background:** The RHNA process is one of the very few procedures that is not subject to judicial review. Under the Constitution, the Legislature has the power to determine what courts can and cannot review. In a RHNA related challenge in *Irvine v. Southern California Association of Governments*, the court ruled that in crafting such a detailed process with appeal deadlines and timelines so close to the actual implementation of the program, that the Legislature intended the appeal process in law to stand on its own. This decision was also noted in another decision (that focused on a different issue) in *Coronado v. San Diego Association of Governments* in 2022.

**Comments and Observations:**

- Sensitive to Member Frustration. The concern underlying this bill is legitimate. RHNA allocations have grown substantially with each cycle, placing cities under increasing pressure. We are sympathetic to these concerns and view them as part of a broader conversation about the appropriate role of cities in state housing policy. Thus, we are sensitive to the frustration that local agencies and a number of members have about the RHNA process. The Staff Recommendation is not meant to discredit that point of view.
- Concern for Legal Exposure. As the one entity that represents the 20 Councils of Governments responsible for implementing RHNA in their regions, we should consider the consequences of exposing our members to new liability. Setting aside the subject matter for a moment, the issue could be framed as whether we should support or oppose a bill that creates new legal liability exposure to almost half of our membership.
- Would Also Entitle HCD to Judicial Review. The bill would also entitle HCD to seek a judicial challenge of a final RHNA determination (which may have opposite outcomes to what the author is seeking).
- Timing Problems. One of the challenges is that the appeals process concludes one year prior to the deadline for HCD to find that a housing element is in substantial compliance with the law. If a jurisdiction successfully challenges its RHNA determination, the disputed units must be redistributed to other jurisdictions. This creates a cascading problem: the receiving jurisdiction may itself litigate to block the reassignment, and it remains unclear whether a COG would then be required to return to HCD for re-approval of its revised methodology. That uncertainty alone could stall the process. More critically, any resulting delays could cause jurisdictions to miss their Housing Element deadlines, exposing them to the Builder's Remedy and other state streamlining requirements. In other words, chaos ensues.
- Oppose position "as needed". Its highly likely that this bill will have a difficult time in its first policy hearing in the Senate Housing Committee. It may not even be heard and we may not need to write a letter. Staff would use this position to first signal that we have issues with extending liability from our members prior to actually issuing a opposition letter.

**CALCOG Legislative Policies Advanced.**

- (1)(d) Oppose cost shifts and unfunded mandates in the responsibility areas of regional governments.
- (8)(d) Acknowledge that regional planning can be complex. Preserve the integrity of the requirements and objectives of the RHNA and RTPs. Promote education efforts to explain complexities but oppose measures that would undermine the integrity of the planning in the name of simplification.

## E. THE BILL WATCH LIST

- ***AB 1573 (Bryan). Housing Element: Target Population***  
Expands the housing element’s definition of “target population” to include victims of domestic violence.
- ***AB 1596 (Davies). Public Transit: CA Transit Stop Registry: Transit Datasets***  
Requires Caltrans to create a Transit Stop Registry as a centralized, statewide dataset of standardized information regarding transit stops.
- ***AB 1623 (Davies). RHNA and APRs: Student Housing Quarters***  
Requires certain types of student housing quarters to count toward a local governments share of lower income RHNA.
- ***AB 1783 (DeMaio). Prohibit VMT Tax***  
Prohibit a jurisdiction from imposing a tax, fee, assessment, or charge, that is calculated, based on the number of miles traveled by a motor vehicle.
- ***AB 1855 (González). CEQA Exemption: Passenger Rail Service***  
CEQA exempts certain passenger rail service projects. This bill expands the exemption by eliminating the condition that the project be exclusively used by zero-emission trains or certified Tier 4 or cleaner rolling stock or locomotives provided that at least the mainline rail of the project (as opposed to the whole project) be located within an existing right-of-way or existing highway right-of-way.
- ***AB 2059 (Wilson). Suisun Marsh Preservation Act of 1977.***  
This bill is a potential vehicle for SB 743 reform. *(Note: CALCOG Staff expects this bill to be amended to put a cap on the amount a fees that could be imposed and may also seek to limit such fees within certain types of areas.)*
- ***AB 2295 (Johnson). RHNA: Double-Counting***  
Authorizes a local government to enter into a voluntary agreement with another local government to allow new housing development projects to count toward each locality’s share of the regional housing needs allocation if certain conditions are met, including that the project includes affordable housing units for very low and lower-income households.
- ***AB 2342 (Hoover). Transit-Oriented Development Spot Bill.***  
This bill is a spot bill for legislation related to transit-oriented development.
- ***AB 2432 (Ellis). CARB: Analysis of Financial Impact on Drivers.***  
Require CARB, when it revises, adopts, or establishes any policy, standard, rule, or regulation that would have a direct financial impact on drivers in the state, to consider

the financial burden on drivers, and to prepare a thorough analysis and evaluation of the financial impact of the proposed action on drivers to ensure full transparency.

- ***AB 2433 (Alvarez). Density Bonus Law***  
Makes numerous changes to the Density Bonus Law, including applying by-right approval for all density bonus projects that meet the objective standards of the CEQA exemption for infill housing.
- ***AB 2498 (Chen). Brown Act Spot Bill***  
This is a spot bill for legislation related to the Brown Act.
- ***AB 2552 (Ávila Farías). CEQA: Transportation Impact Mitigation.***  
Clarifies that a contribution to the recently established state VMT bank fund is a full and complete mitigation for that portion of the project's significant transportation impact and a legally sufficient mitigation measure under CEQA.
- ***AB 2560 (Schultz, D). CAPTI Codification***  
This bill would codify the Climate Action Plan for Transportation Infrastructure (CAPTI) goals and apply them to most SB 1 funding programs. Also authorizes the CALSTA to update those CAPTI goals.
- ***AB 2679 (Hadwick). RMRA: Minimum Funding Apportionments.***  
Requires the State Controller, with respect to the revenues apportioned to cities from the Road Maintenance and Rehabilitation Account, to apportion a minimum of \$200,000 to each city, regardless of its population size, in the 2027–28 fiscal year and each fiscal year thereafter.
- ***SB 967 (Blakespeare). RHNA and APRS: Acutely Low-Income Households***  
This bill clarifies what qualifies as a “housing unit” when counting housing for acutely low-income households by expressly including single rooms and other non-traditional dwelling types intended for separate living quarters. In doing so, it affects how cities and counties report progress toward meeting their RHNA obligations for the lowest-income households.
- ***SB 1161 (Valladares). CARB Administrative Regulations: Economic Impact Analysis***  
Require the Air Resources Board prepare an economic impact assessment that assesses whether and to what extent it will affect low- and middle-income California households and disadvantage communities when it adopts, amends, or repeals a regulation.
- ***SB 1216 (Cabaldon). Housing Leadership Designation.***  
Require the department (re: Housing Agency), on or before July 1 of each year, to publish a list of housing leadership designated jurisdictions on its internet website.

- ***SB 1239 (Jones). CARB Regulations: Supplemental Impact Analysis.***  
Require the Air Resources Board to publish a supplemental standardized regulatory impact analysis if the proposed regulation is materially changed after release of the initial standardized regulatory impact analysis that updates the consumer cost analysis.
- ***SB 1250 (Cortese). State Highway System: Wildlife Connectivity.***  
Requires the CTC to include targets and performance measures reflecting state transportation goals and objectives for wildlife connectivity assets that reflect the need for new assets and conditions of existing assets that improve or maintain the connectivity of wildlife crossings. It also would require Caltrans to include wildlife connectivity assets in the asset management plan.
- ***SB 1256 (Jones). CEQA Exemption for Closure of Railroad Grade Crossing.***  
Exempts from CEQA the closure of a railroad grade crossing by order of the Public Utilities Commission if the commission finds the crossing to present a threat to public safety. The exemption would be inapplicable to any crossing for high-speed rail or any crossing for a project carried out by the High-Speed Rail Authority.
- ***SB 1337 (Richardson). Transportation Fuels: Interagency Working Group.***  
Establishes an interagency workgroup led by the Energy Resources Conservation and Development Commission and consisting of the State Lands Commission, relevant air districts, local governments, airports, and ports to strengthen coordination and establish clear lines of communication to prioritize critical energy policies and regulations, and to propose opportunities for partnership between the Governor's office, state agencies, boards, commissions, offices, and other entities, and the Legislature in order to advance solutions to strategically align regulations and permitting processes across all levels of government that could best support achievement of state policy goals.

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## SB 375 Reform Discussions



### A. SUMMARY

SB 375 requires the state's 18 MPOs to develop a Sustainable Communities Strategy (SCS) to achieve GHG reduction targets related to the use of cars and light trucks. As California approaches the 2035 planning horizon established under Senate Bill (SB) 375, discussions are underway regarding how to modernize the statute to better support implementation of regional transportation, housing, climate and other goals.

The state's four largest Metropolitan Planning Organizations (MPOs), in coordination with other regions, have secured Senator Christopher Cabaldon as a bill author and are meeting with CALCOG members, state agencies, and stakeholders to shape draft legislative language.

The bill in print is [SB 1087](#) and contains a provision to extend the planning cycle to 8 years and a devolution of SB 1 planning funds to regions. The reason why the bill includes what it does is because the author didn't want to introduce a spot bill and the Big 4 MPO staff wanted to ensure it was referred to the right committees. It's still a work in progress.

Conversations are very fluid, with more meetings happening prior to the board meeting. Staff will provide an update on the last conversations at the board meeting.



# Western Riverside Council of Governments WRCOG Executive Committee

## Staff Report

**Subject:** I-REN Monthly Activities Update  
**Contact:** Benjamin Druyon, Program Manager, [bdruyon@wrcog.us](mailto:bdruyon@wrcog.us), (951) 405-6727  
**Date:** April 6, 2026

### Recommended Action(s):

1. Receive and file.

### Summary:

The Inland Regional Energy Network (I-REN) is a coalition of three Councils of Government - WRCOG, the Coachella Valley Association of Governments (CVAG), and the San Bernardino Council of Governments (SBCOG) - encompassing Riverside and San Bernardino Counties, and all their respective jurisdictions within the region. These organizations have joined to establish locally administered, designed, and delivered energy efficiency programs. This report will be provided at each meeting to inform the Committee of I-REN's progress.

### Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to provide regular updates on I-REN activities. This effort aligns with WRCOG's 2022-2027 Strategic Plan Goal #6 (Develop and implement programs that support resilience for our region).

### Discussion:

### Background

In February 2021, I-REN applied for REN Program Administrator status in order to offer a portfolio of programs serving the Public, Codes & Standards, and Workforce Education & Training Sectors, with governance from WRCOG as the lead agency. In November 2021, I-REN was approved in Decision (D.) 21-11-013, Approval of Inland Regional Energy Network Energy Efficiency Business Plan, which funded I-REN to offer energy efficiency programs through program year 2027.

### Present Situation

Public Sector (PS) Programs: I-REN offers two PS programs - the Technical Assistance and Strategic Energy Planning (TA) Program, and the Normalized Metered Energy Consumption (NMEC) Incentive Program. The TA Program helps agencies secure funding and financing to implement projects and

provide support through construction and project close-out. The NMEC Program (publicly known as Cash for Kilowatts) provides technical support such as eligibility screening and measurement & verification, as well as incentives for meter-based energy savings. Combined with technical assistance and reinforcement of operations and management best practices, public agencies will experience maximized savings for their communities. Attachment 1 to this Staff Report highlights the Cash For Kilowatt projects currently being processed. Below are notable activities for the Public Sector this past month.

- I-REN successfully submitted its second Business Plan Application on March 16, 2026, for funding years 2028-2032.
- The Housing Authority of the County of San Bernardino (HACSB) was approved to receive its first \$50,000 incentive check for achieving ~23,000kwh in verified savings!
- HACSB San Bernardino Admin Office provided its California Advanced Lighting Controls Training Program (CalCTP) certification, allowing the Agency to overcome a common challenge and receive maximum incentives for its lighting control measures.
- The Colton Joint Unified School District will receive its final Cash for Kilowatts payout of \$132,523.81 after completing its 12-month measurement & verification period. This marks I-REN's first project channeled from the Technical Assistance Program into the NMEC Program to complete the full project life cycle.
- In February 2026, I-REN conducted energy efficiency audits for 11 facilities. The Cities of Hemet (3), Murrieta (1), and Riverside (4), and the County of San Bernardino (3) all received audits to help identify energy efficiency technology & incentives through I-REN's Public Sector Program.
- Coordination efforts are underway with six agencies to roll-out IDSM project identification support and audits for clean energy & resilience measures.

Codes & Standards (C&S) Programs: The shared goal of I-REN's C&S Programs is to work closely with local building departments and the building industry to support, train, and enable long-term streamlining of energy code compliance. I-REN's programs will nurture the confidence, skills, and existing C&S knowledge of local building department staff, provide technical assistance to jurisdictions pursuing reach codes and local ordinances, and support building and construction industry actors to foster increased compliance. Below are updates for the C&S Programs this past month.

- I-REN announced its April 2, 2026, C&S Forum, Climate Smart Compliance: Energy Code Applications for the Inland Empire, and opened the event for registration.
- I-REN is adding a two-part 2026 Energy Code Nonresidential updates trainings to its calendar for June.
- On March 24, 2026, I-REN will be hosting its second C&S training on Solar PV & Battery Storage, a three-hour in-depth session with Energy Code Ace.

Workforce Education & Training (WE&T) Programs: The goal of I-REN's WE&T cross-cutting Sector activities is to ensure there is a trained workforce to support and realize energy efficiency (EE) savings goals across all market sectors. I-REN is committed to identifying the most effective and accessible ways to increase the number of skilled EE workers, especially those within underserved, hard-to-reach, tribal, and disadvantaged communities. Below are updates for the WE&T Programs for this past month.

- Cycle 3 of the I-REN Energy Fellows conducted their second tour. The Fellows toured the Grid Alternatives facility on March 12, 2026, as an educational and professional development opportunity.

- The Workforce Team has participated or attended 23 events between February and March 2026. These events include the Quarterly I-REN Workforce Roundtables, 18 tabling events and two panels at our local universities, CBU and UCR, promoting the I-REN Energy Fellowship.
- On March 18, 2026, the Workforce Team attended the 4th Inland Empire Desert Regional Consortium Energy and Infrastructure Sector Showcase. The themes around this years' showcase were centered around workforce development and the 2028 Summer Olympics.

I-REN Events / Activities Around the Region: In the coming months, I-REN activities updates will include member agency updates and spotlights on successes achieved throughout the I-REN territory.

Other Activities: [Sign up for I-REN updates](#) and learn more about all the programs, services, and resources I-REN has to offer by visiting [www.iren.gov](http://www.iren.gov) or emailing [info@iren.gov](mailto:info@iren.gov).

**Prior Action(s):**

None.

**Financial Summary:**

All costs associated with I-REN Program activities are included in WRCOG's adopted Fiscal Year 2025/2026 Agency Budget under I-REN Program (Fund 180) in the Energy & Environmental Department.

**Attachment(s):**

[Attachment 1 - Cash for Kilowatts Dashboard March 2026.pdf](#)



iren.gov

## Cash for Kilowatts March 2026 Dashboard

### Incentives Update<sup>1</sup>

The table below shows all Cash for Kilowatts projects that have received incentive application approval. \* indicates that construction start / end dates are estimated

Project	Incentive Payment	Application Approval Date	Construction Start	Construction End	Estimated Payment Date	Incentive Amount	Disbursement Request Date
Joe Baca Middle School LED Lighting Retrofit	1	7/5/2024	6/4/2024	12/20/2024	June 2025	\$88,348.99	5/8/2025
	2				Feb. 2026	\$132,523.81	2/19/2026
SBCCD Lighting SBVC North Hall	1	2/7/2025	2/12/2025	9/12/2025	Feb. 2026	\$49,666.22	2/9/2026
	2				Nov. 2026	\$74,499.34	
SBCCD Lighting SBVC Library	1	2/24/2025	2/12/2025	9/12/2025	June 2026	\$43,239.34	
	2				Mar. 2027	\$64,859.01	

<sup>1</sup> As of 3/10/2026

The Coachella Valley Association of Governments and San Bernardino Council of Governments have partnered with the Western Riverside Council of Governments to develop I-REN to serve the cities and communities of our region.



Project	Incentive Payment	Application Approval Date	Construction Start	Construction End	Estimated Payment Date	Incentive Amount	Disbursement Request Date
Calimesa WB Senior Center	1	4/4/2025	7/1/2025	9/27/2025	April 2026	\$1,197.70	
	2				Nov. 2026	\$1,796.54	
Calimesa WB City Hall	1	4/7/2025	7/1/2025	11/7/2025	April 2026	\$1,912.53	
	2				Dec. 2026	\$2,868.80	
Housing Authority of the County of San Bernardino WB Victorville Office	1	4/14/2025	9/2/2025	2/3/2026	June 2026	\$5,287.75	
	2				Mar. 2027	\$7,931.62	
Indian Wells Fire Station #55	1	3/2/2026	7/1/2026*	6/12/2027*	Oct. 2027	\$7,494.64	
	2				July 2028	11,241.96	
Indian Wells Public Works Yard	1	5/21/2025	1/22/2026	8/28/2026*	Dec. 2026	\$1,861.60	
	2				Sept. 2027	\$2,792.40	
Housing Authority of the County of San Bernardino WB San Bernardino Admin Office HVAC & Lighting	1	7/16/2025	10/2/2025	11/26/2025	April 2026	\$15,479.43	
	2				Jan. 2027	\$23,219.15	



Project	Incentive Payment	Application Approval Date	Construction Start	Construction End	Estimated Payment Date	Incentive Amount	Disbursement Request Date
Rancho Mirage-I-REN-WB-Library Observatory	1	8/13/2025	4/2/2026*	12/31/2026*	May 2027	\$9,056.48	
	2				Feb. 2028	\$13,584.72	
Rancho Mirage-I-REN-WB-City Hall	1	8/15/2025	4/2/2026*	12/31/2026*	April 2027	\$22,964.65	
	2				Jan. 2028	\$34,446.98	
Town of Apple Valley WB Corporate Yard	1	9/4/2025	4/1/2026*	10/21/2026*	Feb. 2027	\$17,270.71	
	2				Nov. 2027	\$25,906.07	
Town of Apple Valley WB Dev. Services & Conf. Center	1	9/4/2025	4/1/2026*	10/21/2026*	Feb. 2027	\$63,899.12	
	2				Nov. 2027	\$95,848.68	
SBCOG Whole Building Santa Fe Train Depot	1	10/1/2025	4/6/2026*	7/23/2026*	Dec. 2026	\$37,626.48	
	2				Sept. 2027	\$56,439.72	
Town of Apple Valley Police Department	1	10/10/2025	4/1/2026*	10/1/2026*	Feb. 2027	\$37,904.76	
	2				Nov. 2027	\$56,857.14	
Norco WB City Hall	1	10/27/2025	3/18/2026*	10/31/2026*	Mar. 2027	\$16,693.92	
	2				Dec. 2027	\$11,129.28	
Palm Springs WB Fire Station #1	1	11/25/2025	4/1/2026*	10/1/2026*	Feb. 2027	\$3,654.00	



Project	Incentive Payment	Application Approval Date	Construction Start	Construction End	Estimated Payment Date	Incentive Amount	Disbursement Request Date
	2				Nov. 2027	\$5,481.00	
City of Murrieta Library Lighting	1	1/12/2026	4/1/2026*	12/31/2026*	May 2027	\$12,560.00	
	2				Feb. 2028	\$18,840.00	
Beaumont Community Center Lighting	1	3/2/2026	4/1/2026*	7/1/2026*	Nov. 2026	\$20,520.18	
	2				July 2027	\$30,780.28	
<b>Total Committed (includes disbursed)</b>						<b>\$1,127,685.00</b>	
<b>Total Incentives Disbursed</b>							<b>\$270,539.02</b>

## Predictability Analyses Update<sup>2</sup>

The table below shows Cash for Kilowatts projects that have completed a predictability analysis for the current dashboard reporting period.

Project	Pass/Fail	If failed, notes on why
N/A	N/A	N/A

## Incentive Rates

### Base Rates

Energy Savings	Base Incentive Rate
kWh	\$0.50
kW	\$200.00

<sup>2</sup> From 2/13/2026 - 3/10/2026



therms	\$1.00
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### Incentive Kickers

Tiered kWh incentive “kickers” will also be available to encourage deep energy savings (over 15% total savings at the meter) and holistic projects. Additionally, kWh incentives will be doubled for projects that occur at a critical cooling or resiliency center.

In 2024-2026, I-REN offered its maximum incentive rate of \$2.00/kWh for projects that submitted an application.

Total Savings Percentage*	Incentive Rate	Critical/Cooling/Resiliency Center Rate
Up to 15%	\$0.50/kWh	\$1.00/kWh
16-30%	\$0.60/kWh	\$1.20/kWh
31-50%	\$0.70/kWh	\$1.40/kWh
Over 50%	\$1.00/kWh	\$2.00/kWh

\* Total project savings will have to pass eligibility criteria as per the NMEC Rulebook

### Incentive Payout Timeline

- 3 month project completion incentive - 40% of incentive amount
  - Measures installed and post-installation inspection completed
  - 3 months of data is analyzed and incentive amount determined
- 12 month final incentive - remaining incentive payout
  - 12 months of data is analyzed and remaining incentive amount determined





# Western Riverside Council of Governments WRCOG Executive Committee

## Staff Report

**Subject:** Vehicle Miles Traveled Mitigation Program - Credit Generator Participation Agreements with the County of Riverside Housing Authority and the City of Murrieta

**Contact:** Christopher Tzeng, Program Manager, [ctzeng@wrcog.us](mailto:ctzeng@wrcog.us), (951) 405-6711

**Date:** April 6, 2026

### **Recommended Action(s):**

1. Authorize the Executive Director to execute Credit Generator Participation Agreements with the County of Riverside Housing Authority and the City of Murrieta for the Vehicle Miles Traveled Mitigation Program.

### **Summary:**

If approved, the attached Credit Generator Participation Agreements with the County of Riverside Housing Authority and the City of Murrieta would formalize their respective participation in WRCOG's Vehicle Miles Traveled (VMT) Mitigation Program. The Executive Committee previously approved the Program Manual on May 5, 2025, allowing implementation efforts to begin. Since then, WRCOG has engaged member and partner agencies to support Program rollout and participation.

### **Purpose / WRCOG 2022-2027 Strategic Plan Goal:**

The purpose of this item is to authorize the Executive Director to execute Credit Generator Participation Agreements with the County of Riverside Housing Authority and the City of Murrieta for WRCOG's VMT Mitigation Program. This effort aligns with WRCOG's 2022-2027 Strategic Plan Goal #5 (Develop projects and programs that improve infrastructure and sustainable development in our subregion).

### **Discussion:**

### **Background**

The Executive Committee approved the VMT Mitigation Program Manual at its May 5, 2025, meeting, which authorized staff to implement a VMT Mitigation Program that is available to WRCOG member and partner agencies to opt-in to, should they choose to do so. Key implementation efforts include but are not limited to:

- Meet with WRCOG member and partner agencies to discuss Program implementation and operations in greater detail.

- Solicit WRCOG member and partner agencies to sign participation agreements should they choose to do so.
- Hold meetings with member agencies and stakeholders to discuss how parties might request credits from the Program.
- Develop informational materials (videos, fact sheets, etc.) that provide additional information about the Program.
- Prepare appropriate forms, calculation tools, and other items needed for Program operation.

The County of Riverside Housing Authority and the City of Murrieta approved their respective participation in the Program as Credit Generators and authorized its agency / jurisdiction to enter into a Credit Generator Participation Agreement with WRCOG. The Agreement, which is one between WRCOG and the member or partner agency that is voluntarily opting-in to participate in the VMT Mitigation Program, enables the respective agency to submit credits into the VMT Mitigation Program. The Agreement outlines the terms, responsibilities of each party, indemnity, etc. WRCOG's execution of the Agreement would enable the County of Riverside Housing Authority and the City of Murrieta to participate as a Credit Generator.

As defined in the Program Manual, a Credit Generator is a public agency that implements a project or program that produces a VMT reduction credit. Credit Generators will enter into a Participation Agreement with the Program Administrator. These Agreements enable public agencies to submit Credit-Generating Items to the Program that are eligible to receive funding through the Program.

### **Present Situation**

If the Executive Committee authorizes the Executive Director to execute the Credit Generator Participation Agreements, the following steps will be taken:

1. WRCOG will engage with staff from the partner agency on the projects / programs it has that are VMT reducing, also known as Credit-Generating Items, so that they may be submitted to the Program.
2. Once projects / programs are submitted, the amount and price of credits generated by the submissions will be determined.
3. The projects / programs will be listed as available for any public or private entity in need of mitigating its project's VMT impacts to purchase VMT credits produced by the jurisdiction's submittals, if it meets the mitigation needs.
4. When / if a public / private entity purchases the credits produced by a jurisdiction, WRCOG will provide payment to that specific jurisdiction for the amount paid by the entity, minus the nominal administration fee, as agreed upon in the Credit Generator Participation Agreement.

### **Prior Action(s):**

**March 2, 2026:** The WRCOG Executive Committee authorized the Executive Director to execute a Credit Generator Participation Agreement with the City of Banning for the Vehicle Miles Traveled Mitigation Program.

**February 2, 2026:** The WRCOG Executive Committee authorized the Executive Director to execute separate Credit Generator Participation Agreements with the City of Beaumont and the City of Riverside for the Vehicle Miles Traveled Mitigation Program.

**August 4, 2025:** The WRCOG Executive Committee authorized the Executive Director to execute a Credit Generator Participation Agreement with the Riverside Transit Agency for the Vehicle Miles Traveled Mitigation Program.

**Financial Summary:**

Costs for initial Program evaluation and development are funded by LTF (Fund 210) and included in the Fiscal Year 2025/2026 Agency budget. Program implementation will be funded through an Administrative Fee which would be assessed on credits purchased by public sector and private sector entities. Once Agreements have been executed, and staff has analyzed the demand, a budget amendment will be brought forward, if needed, or funding will be programmed in the Fiscal Year 2026/2027 budget.

**Attachment(s):**

[Attachment 1 - VMT Program Credit Generator Participation Agreement with the County of Riverside Housing Authority.pdf](#)

[Attachment 2 - VMT Program Credit Generator Participation Agreement with the City of Murrieta.pdf](#)

# Attachment

VMT Program Credit Generator  
Participation Agreement with the  
County of Riverside Housing  
Authority.pdf

**VOLUNTARY VMT EXCHANGE PROGRAM**  
**PARTICIPATION AGREEMENT**

This Participation Agreement (“Agreement”) is made as of MARCH 3<sup>rd</sup>, 2026 (“Effective Date”), by and between the Western Riverside Council of Governments, a California public agency (“WRCOG”) and Housing Authority of the County of Riverside, a public entity corporate and politic (“Participant”). WRCOG and Participant are sometimes individually referred to as “Party” and collectively as “Parties”.

**RECITALS**

A. Before a California public agency issues a discretionary approval that authorizes an action with potential environmental impacts, the agency must first comply with the California Environmental Quality Act (“CEQA”) and disclose potential impacts to the environment.

B. The CEQA process may involve the imposition of “mitigation measures” which help to reduce a project’s potentially significant impacts.

C. The manner in which transportation effects are analyzed under CEQA changed dramatically when Senate Bill 743 (“SB 743”) was adopted in 2013. SB 743 and its implementing regulations require that transportation impacts throughout the state no longer be measured in terms of vehicle delay, but instead in terms of how many Vehicle Miles Traveled (“VMT”) a project generates.

D. Transportation demand management strategies have traditionally been utilized to change travel behavior as a way of reducing VMT. These strategies are generally most effective in urban areas where a project site is accessible through multiple travel modes offering similar travel times and convenience.

E. However, these strategies are less effective in low-density suburban and rural areas, such as Western Riverside County. As a result, Western Riverside County needs a coordinated regional approach.

F. To address these needs, WRCOG has established a Voluntary VMT Exchange Program (the “Program”) that allows Credit Users to agree to fund a predetermined VMT-reducing project submitted by a Credit Generator.

G. Participant desires to participate in the Program as a Credit Generator.

H. The purpose of this Agreement is to outline the terms and conditions of the Participant’s voluntary participation in the Program.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

**AGREEMENT**

1. Incorporation of Recitals. The recitals above are true and correct and are hereby incorporated herein by this reference.

2. Definitions.

(a) "Credit" shall mean a VMT reduction credit.

(b) "Credit Generator" shall mean an entity that implements some action which produces a Credit. For the purposes of this Agreement, Participant is a Credit Generator.

(c) "Credit Generating Item" shall mean a specific project or action which has produced or may produce a Credit.

(d) "Credit User" shall mean a land development or transportation project administrator that needs a Credit for the purpose of CEQA mitigation.

(e) "Program Manual" shall mean the Western Riverside Council of Governments Voluntary VMT Exchange Program Implementation Manual, as may be amended from time to time, attached hereto as Exhibit A and incorporated herein by this reference.

3. Term and Termination

(a) Term. The term of this Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with Section 3(b) of this Agreement.

(b) Termination.

(i) Termination for Convenience. Either Party may terminate this Agreement upon three (3) months written notice, except that this Agreement shall remain in effect as to any Credit Generating Item for which Credit Purchase Agreement has been executed but not completed. However, in the event that there are any Credit Generating Items submitted by Participant that remain which are subject to a Credit Purchase Agreement, attached as Appendix B to the VMT Exchange Program Implementation Manual, Participant may only terminate this Agreement upon the completion of such Credit Generating Items.

(ii) Termination for Breach. WRCOG reserves the right to terminate this Agreement in the event of Participant's violation of this Agreement and non-compliance with the Program Manual. Upon receipt of written notice from WRCOG regarding the violation, Participant shall have thirty (30) days to correct the violation. Failure to cure the violation within the thirty (30) day period shall result in the termination of this Agreement.

4. Participant Responsibilities.

(a) Submission of Credit-Generating Items. Upon execution of this Agreement, Participant can then submit Credit Generating Items for use in the Program by utilizing a Credit Generating Item Form as further described in the Program Manual. Credit Generating Items are subject to approval by WRCOG as the Program Administrator pursuant to the process as outlined in the Program Manual.

(i) Qualification and Accuracy of Information. Participant agrees that any Credit Generating Items that are submitted to the Program shall provide the necessary

information as provided in the Program Manual Section III.D.4. In addition, Participant is solely responsible for providing accurate information regarding their Credit Generating Items submitted. Inaccurate information may result in removal of the Credit Generating Item from the Program.

(ii) Credit User Agreement. Upon the selection of a Credit Generating Item by a Credit User, the WRCOG shall enter into a Credit Purchase Agreement with the Credit User. The Credit Purchase Agreement shall substantially be in the form as presented in the Program Manual.

(iii) Avoidance of Duplicate Mitigation. Participant agrees that any Credit Generating Items submitted to WRCOG shall not be used to satisfy multiple instances of mitigation. This includes, but is not limited to, placing Credit Generating-Items on multiple exchanges at once.

(iv) Disputes. In the event of any disputes regarding a Credit Generating Item occurring under this Agreement, Participant agrees to follow the dispute procedures as outlined in Program Manual.

(v) Removal of Credit-Generating Items. Participant understands and agrees that Credit Generating Items placed into the Program shall remain in the Program unless otherwise approved in writing by WRCOG.

(vi) Credit Generating Item Completion. To the extent practicable, Participant shall ensure that the Credit Generating Item is carried out or completed once it has been assigned to a Credit User and Participant has received payment for the Credits. Participant shall take all steps reasonably necessary to ensure that the Credit Generating Item is carried out or completed. Upon completion of the Credit Generating Item, Participant shall provide WRCOG with a completion form.

(b) Laws and Regulations. Participant 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 its obligations under this Agreement. In addition, Participant shall comply with the Program Manual, as may be amended from time to time.

#### 5. WRCOG Responsibilities.

(a) Program Administration. WRCOG agrees to administer the Program in accordance with the Program Manual, as may be amended from time to time.

(b) Allocation of Funds. WRCOG shall collect and allocate funds from Credit Users when Participant's Credit Generating Item is selected.

(c) Credit Transfer. Following the execution of the Credit Purchase Agreement by WRCOG and the Credit User, WRCOG will transfer the Credits from the Program to the Credit User for their use.

(d) Technical Assistance. WRCOG agrees to provide technical assistance to quantify the potential amount of credits a Credit Generating Item produces, ensure compliance with Program Manual, and take appropriate measures to address any discrepancies or concerns with the submission of Credit Generating Items.

(e) Transparency. WRCOG agrees to maintain transparency in all Program-related matters, including calculation methodologies, maintenance of the exchange list, and distribution of Credit Generating Items, ensuring fair and equitable treatment of all Participants.

6. Indemnity.

(a) To the fullest extent permitted by law, Participant shall defend, at Participant's sole cost and expense, indemnify, protect, and hold harmless WRCOG, its officers, directors, employees, and agents (collectively the "WRCOG Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Participant's employees included), for damage to property, including property owned by WRCOG, or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the acts, omissions or willful misconduct of Participant, its officers, directors, employees or agents in connection with or arising out of the construction and/or operation of any Credit Generating Items submitted to the Program by Participant as well as performance of Participant's obligations under this Agreement. Participant shall have the right to select and retain counsel of its own choosing to defend any such Claim.

(b) To the fullest extent permitted by law, WRCOG shall defend, at WRCOG's sole cost and expense, indemnify, protect, and hold harmless Participant, its officers, directors, employees, and agents (collectively the "Participant Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (WRCOG's employees included), for damage to property, including property owned by Participant, or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful misconduct of WRCOG, its officers, directors, employees or agents in connection with or arising out of the administration of the Program and the performance of its obligations under this Agreement. The indemnity obligations outlined in this Section 6(b) shall include any actions brought under the California Environmental Quality Act, the National Environmental Policy Act or other related action to the extent that such actions do not arise out of Participant's breach of this Agreement and/or noncompliance with the Program Manual.

(c) The indemnification and defense obligations of this Agreement shall survive its expiration or termination.

7. Insurance. During the term of this Agreement and for one (1) year thereafter, Participant shall maintain Commercial General Liability insurance. The Commercial General Liability insurance policy limits shall be not less than One Million Dollars (\$1,000,000)

combined single limit per occurrence for bodily injury, death and property damage liability, and Two Million Dollars (\$2,000,000) in aggregate. Such insurance shall cover Participant's obligations under this Agreement and the actions of its employees, agents and subcontractors. All policies shall be written by reputable insurance companies with a Best's policyholder rating of not less than A- VII.

Upon execution of this Agreement, Participant shall provide a Certificate of Insurance evidencing the insurance required herein. In no event shall the limits of any policy be considered as limiting the liability of Participant under this Agreement.

8. Miscellaneous Terms.

(a) Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Participant and WRCOG.

(b) Notice. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the following addresses and shall be effective upon receipt thereof:

**WRCOG:**

Western Riverside Council of Governments  
3390 University Avenue, Suite #200  
Riverside, CA 92501  
Attn: Executive Director

**PARTICIPANT:**

Housing Authority  
5555 Arlington Avenue  
Riverside, CA 92504  
Attn: Executive Director

(c) Entire Agreement. This Agreement represents the entire understanding of WRCOG and Participant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises, or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This is an integrated Agreement.

(d) Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance, and the remaining provisions of this Agreement shall remain in full force and effect.

(e) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Participant shall not assign or transfer by operation of law or

otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of WRCOG. Any attempted assignment without such consent shall be invalid and void.

(f) Non-Waiver. The delay or failure of either Party at any time to require performance or compliance by the other Party of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. The waiver of any right or remedy with respect to any occurrence or event shall not be deemed a waiver of any right or remedy with respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

(g) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(h) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in the County of Riverside.

(i) Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain, or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

(j) Amendments. Only a writing executed by all of the Parties hereto or their respective successors and assigns may amend this Agreement.

(k) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one single Agreement.

(l) Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provisions of this Agreement.

(m) Electronic Signature. Each Party acknowledges and agrees that this Agreement may be executed by electronic or digital signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR VOLUNTARY VMT EXCHANGE PROGRAM  
PARTICIPATION AGREEMENT**

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

**WRCOG**

**PARTICIPANT**

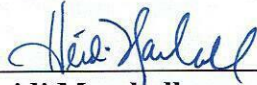
**WESTERN RIVERSIDE COUNCIL OF  
GOVERNMENTS**

**HOUSING AUTHORITY OF THE  
COUNTY OF RIVERSIDE, a public  
entity, corporate and politic**

APPROVED BY:

APPROVED BY:

\_\_\_\_\_  
Dr. Kurt Wilson  
Executive Director

  
\_\_\_\_\_  
**Heidi Marshall**  
**Executive Director**

APPROVED AS TO FORM:

APPROVED AS TO FORM:  
Minh C. Tran, County Counsel

\_\_\_\_\_  
Best Best & Krieger LLP  
General Counsel

  
\_\_\_\_\_  
Aaron C. Gettis  
Chief Deputy County Counsel

# Attachment

VMT Program Credit Generator  
Participation Agreement with the City  
of Murrieta.pdf

**VOLUNTARY VMT EXCHANGE PROGRAM**  
**PARTICIPATION AGREEMENT**

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**RECITALS**

A. Before a California public agency issues a discretionary approval that authorizes an action with potential environmental impacts, the agency must first comply with the California Environmental Quality Act (“CEQA”) and disclose potential impacts to the environment.

B. The CEQA process may involve the imposition of “mitigation measures” which help to reduce a project’s potentially significant impacts.

C. The manner in which transportation effects are analyzed under CEQA changed dramatically when Senate Bill 743 (“SB 743”) was adopted in 2013. SB 743 and its implementing regulations require that transportation impacts throughout the state no longer be measured in terms of vehicle delay, but instead in terms of how many Vehicle Miles Traveled (“VMT”) a project generates.

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(b) Laws and Regulations. Participant 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 its obligations under this Agreement. In addition, Participant shall comply with the Program Manual, as may be amended from time to time.

## 5. WRCOG Responsibilities.

(a) Program Administration. WRCOG agrees to administer the Program in accordance with the Program Manual, as may be amended from time to time.

(b) Allocation of Funds. WRCOG shall collect and allocate funds from Credit Users when Participant's Credit Generating Item is selected.

(c) Credit Transfer. Following the execution of the Credit Purchase Agreement by WRCOG and the Credit User, WRCOG will transfer the credits from the program to the Credit User for their use.

(d) Technical Assistance. WRCOG agrees to provide technical assistance to quantify the potential amount of credits a Credit Generating Item produces, ensure compliance

with Program Manual, and take appropriate measures to address any discrepancies or concerns with the submission of Credit Generating Items.

(e) Transparency. WRCOG agrees to maintain transparency in all Program-related matters, including calculation methodologies, maintenance of the exchange list, and distribution of credit-generating items, ensuring fair and equitable treatment of all participants.

6. Indemnity.

(a) To the fullest extent permitted by law, Participant shall defend, at Participant's sole cost and expense, indemnify, protect, and hold harmless WRCOG, its officers, directors, employees, and agents (collectively the "WRCOG Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Participant's employees included), for damage to property, including property owned by WRCOG, or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful misconduct of Participant, its officers, directors, employees or agents in connection with or arising out of the construction and/or operation of any Credit-Generating Items submitted to the Program by Participant as well as performance of Participant's obligations under this Agreement.

(b) To the fullest extent permitted by law, WRCOG shall defend, at WRCOG's sole cost and expense, indemnify, protect, and hold harmless Participant, its officers, directors, employees, and agents (collectively the "Participant Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (WRCOG's employees included), for damage to property, including property owned by Participant, or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful misconduct of WRCOG, its officers, directors, employees or agents in connection with or arising out of the administration of the Program and the performance of its obligations under this Agreement. The indemnity obligations outlined in this Section 6(b) shall include any actions brought under the California Environmental Quality Act, the National Environmental Policy Act or other related action to the extent that such actions do not arise out of Participant's breach of this Agreement and/or noncompliance with the Program Manual.

(c) The indemnification and defense obligations of this Agreement shall survive its expiration or termination.

7. Insurance. During the term of this Agreement and for one (1) year thereafter, Participant shall maintain Commercial General Liability insurance. The Commercial General Liability insurance policy limits shall be not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, death and property damage liability, and Two Million Dollars (\$2,000,000) in aggregate. Such insurance shall cover Participant's obligations under this Agreement and the actions of its employees, agents and subcontractors.

All policies shall be written by reputable insurance companies with a Best's policyholder rating of not less than A- VII.

Upon execution of this Agreement, Participant shall provide a Certificate of Insurance evidencing the insurance required herein. In no event shall the limits of any policy be considered as limiting the liability of Participant under this Agreement. Notwithstanding the foregoing, Participant may satisfy these requirements through a self-insurance program or participation in a public entity risk-sharing pool, subject to applicable law.”

8. Miscellaneous Terms.

(a) Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Participant and WRCOG.

(b) Notice. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the following addresses and shall be effective upon receipt thereof:

**WRCOG:**

Western Riverside Council of Governments  
1955 Chicago Avenue, Suite 200  
Riverside, CA 92507  
Attn: Executive Director

**PARTICIPANT:**

City of Murrieta  
1 Town Square  
Murrieta, CA 92562  
Attn: City Manager

(c) Entire Agreement. This Agreement represents the entire understanding of WRCOG and Participant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises, or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This is an integrated Agreement.

(d) Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance, and the remaining provisions of this Agreement shall remain in full force and effect.

(e) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Participant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of WRCOG. Any attempted assignment without such consent shall be invalid and void.

(f) Non-Waiver. The delay or failure of either Party at any time to require performance or compliance by the other Party of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. The waiver of any right or remedy with respect to any occurrence or event shall not be deemed a waiver of any right or remedy with respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

(g) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(h) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in the County of Riverside.

(i) Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain, or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

(j) Amendments. Only a writing executed by all of the Parties hereto or their respective successors and assigns may amend this Agreement.

(k) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one single Agreement.

(l) Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provisions of this Agreement.

(m) Electronic Signature. Each Party acknowledges and agrees that this Agreement may be executed by electronic or digital signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR VOLUNTARY VMT EXCHANGE PROGRAM  
PARTICIPATION AGREEMENT**

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

**WRCOG**

**PARTICIPANT**

**WESTERN RIVERSIDE COUNCIL OF CITY OF MURRIETA  
GOVERNMENTS**

APPROVED BY:

APPROVED BY:

\_\_\_\_\_

*Kristen Crane*  
\_\_\_\_\_  
Justin Clifton, City Manager

Kristen Crane, Acting  
City Manager FOR

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Best Best & Krieger LLP  
General Counsel

*Tiffany Israel*  
\_\_\_\_\_  
Tiffany Israel, City Attorney

ATTEST:

*Cristal McDonald*  
\_\_\_\_\_  
Cristal McDonald, City Clerk





## CITY OF MURRIETA

To: Honorable Mayor and City Council  
From: Justin Clifton, City Manager  
Date: March 17, 2026  
Subject: Signing Authority – Kristen Crane, Acting City Manager

I will be out of the office Wednesday, March 18, through Friday, April 3, and will return Monday, April 6, 2026.

Should an emergency and/or circumstance arise that requires a wet signature to continue City Business, during this time, Kristen Crane, Acting City Manager, will have full signing authority.

If you have any questions, please contact Kristen at (858) 200-6527.

Thank you,

A handwritten signature in blue ink that reads "Justin Clifton".



## Western Riverside Council of Governments WRCOG Executive Committee

### Staff Report

**Subject:** Approval of a Professional Services Agreement with WSP to Provide Technical Support for the Riverside County Transportation Analysis Model Update

**Contact:** Christopher Tzeng, Program Manager, [ctzeng@wrcog.us](mailto:ctzeng@wrcog.us), (951) 405-6711

**Date:** April 6, 2026

#### **Recommended Action(s):**

1. Approve the Professional Services Agreement between WRCOG and WSP to provide technical and advisory support for the update of the Riverside County Transportation Analysis Model in an amount not to exceed \$449,168.

#### **Summary:**

Countywide transportation analysis models, like the Riverside County Transportation Analysis Model (RIVCOM), are crucial tools to develop long-term forecasts of future travel behavior. These models are utilized by agency staff for important projects such as General Plan updates, Specific Plans, project-specific traffic studies, interchanges studies, and other transportation infrastructure projects. Development of the most recent tool was led by WRCOG and completed in 2021. WRCOG is committed to updating the RIVCOM to ensure consistency with SCAG's latest forecast in order to maintain CEQA consistency. This Agreement would enable WSP to provide the technical services to updating the RIVCOM.

#### **Purpose / WRCOG 2022-2027 Strategic Plan Goal:**

The purpose of this item is to request approval of a Professional Services Agreement (PSA) with WSP for a RIVCOM update. This effort aligns with WRCOG's 2022-2027 Strategic Plan Goal #5 (Develop projects and programs that improve infrastructure and sustainable development in our subregion).

#### **Discussion:**

#### **Background**

RIVCOM is the main tool utilized to develop long-term forecasts of future travel behavior. These models, and the forecasts, are utilized by agency staff for important projects such as General Plan updates, Specific Plans, project-specific traffic studies, interchanges studies, and other transportation infrastructure projects. Development of the most recent tool was led by WRCOG and completed in 2021. As RIVCOM is also an important driver for the TUMF Program and Nexus Study, WRCOG has committed to updating the RIVCOM to ensure consistency with SCAG's latest forecasts in its Connect

SoCal Plan for CEQA purposes.

### **Present Situation**

SCAG conducts its Regional Transportation Plan / Sustainable Communities Strategy (RTP/SCS), also known as Connect SoCal, every four years as required by federal and state regulations. Connect SoCal 2024 outlines a vision for a more resilient and equitable future, with investment, policies and strategies for achieving the region's shared goals through 2050. Transportation infrastructure and the household and employment growth projections serve as the base for Connect SoCal. These inputs to Connect SoCal are shared with member jurisdictions for feedback and the feedback is then incorporated into the final Connect SoCal. Since the Connect SoCal 2024 has been adopted, WRCOG wants to ensure that the RIVCOM maintains consistency with the most recent Connect SoCal Plan. WRCOG will lead an update of the RIVCOM to ensure its main inputs, like household-and-employment growth projections and transportation projects, are updated. In addition, WRCOG and its technical team will make improvements to the RIVCOM in order to improve the operations of the tool.

Procurement for the RIVCOM Update was conducted under Request for Proposal (RFP) Number 25-07 that was released on November 10, 2025. Six consultant teams submitted proposals in response to the RFP. The Proposal Review Committee consisted of three individuals from WRCOG and SBCTA, as SBCTA has a similar tool to RIVCOM. The Committee requested that three consultant teams participate in interviews that took place in February 2026. After considering the proposals and the answers provided during the interview, the Committee deemed WSP the team with the qualifications and experience needed to conduct an update to RIVCOM in the most efficient and technically advanced manner.

### **Next Steps**

The RIVCOM update will kick-off this month and the technical team will utilize the WRCOG Public Works Committee and Planning Directors Committee, in addition to its existing relationships with agency staff, to maximize engagement. With the engagement, the team will provide the goals at the outset of the project, the desired outcomes of the update, and outline key inputs needed from member agencies for the update process. WRCOG would like to ensure key inputs are provided, so the consultant team will be made available to conduct further outreach. The team is aware of the need to consider the limited resources WRCOG member agencies have to review data and results. It is envisioned that the RIVCOM update will conclude in the fall of 2027.

### **Prior Action(s):**

None.

### **Financial Summary:**

Funding for this is included in the draft Fiscal Year 2026/2027 Agency budget under the Local Transportation Fund (LTF). A majority of the funding for this update will be pulled from LTF's fund balance to cover the costs.

### **Attachment(s):**

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



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

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 6th day of April, 2026, by and between the Western Riverside Council of Governments, a California public agency (“WRCOG”), and WSP USA Inc., a New York 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 transportation planning services, is licensed in the State of California, and is familiar with the plans of WRCOG.

**2.2 Project.**

WRCOG desires to engage Consultant to render such professional services for the update of the Riverside County Transportation Analysis Model (RIVCOM) (“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 transportation planning and advisory services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference, and which are stated in the proposal to WRCOG and approved by WRCOG’s Executive Committee. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from April 6, 2026 to December 31, 2027, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

**3.2 Responsibilities of Consultant.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. WRCOG retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this

Agreement on behalf of Consultant shall also not be employees of WRCOG and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, WRCOG shall respond to Consultant's submittals in a timely manner. Upon request of WRCOG, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

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

**Rick Curry and Raghu Sidharthan**

3.2.5 WRCOG's Representative. WRCOG hereby designates Chris Gray, 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 Rick Curry, or his or her designee, to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures, and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

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

### 3.2.10 Insurance.

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

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

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1

(any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$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 01 and 20 37 10 01, or endorsements providing the exact same coverage.

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

(B) Automobile Liability.

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

(C) Workers' Compensation and Employers Liability Coverage.

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

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

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

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

(ii) Consultant shall provide WRCOG at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to WRCOG at least ten (10) days prior to the effective date of cancellation or expiration.

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

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

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

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

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

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

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

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

3.2.10.9 Sub-consultant Insurance Requirements. Consultant shall not allow any sub-contractors or sub-consultants to commence work on any sub-contract until they have provided evidence satisfactory to WRCOG that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such sub-contractors or sub-consultants shall be endorsed to name WRCOG as an additional insured using ISO Form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, WRCOG may approve different scopes or minimum limits of insurance for particular sub-contractors or sub-consultants.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state, and federal laws, rules, and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and sub-contractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment, and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### **3.3 Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed Four hundred, Forty-nine Thousand, One-hundred, Sixty-eight dollars (\$449,168) without written approval of WRCOG's Executive Director. Extra Work may be authorized, as described below, and, if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to WRCOG a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall contain the invoice number and date; remittance address; Agreement number 2026-65-1400-011, and invoice total. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. WRCOG shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. WRCOG shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request, and post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify, and hold WRCOG, its Directors, officials, officers, employees, volunteers, and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **3.4 Accounting Records.**

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

### **3.5 General Provisions.**

#### **3.5.1 Termination of Agreement.**

3.5.1.1 Grounds for Termination. WRCOG may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to WRCOG, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, WRCOG may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, WRCOG may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Consultant: WSP USA, Inc.**  
**862 E. Hospitality Lane, Suite 350**  
**San Bernardino, CA 92408**  
**Attn: Rick Curry**

**WRCOG: Western Riverside Council of Governments**  
**1955 Chicago Avenue, Suite 200**  
**Riverside, CA 92507**  
**Attn: Chris Gray**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.5.3 Ownership of Materials and Confidentiality.

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

3.5.3.2 Intellectual Property. In addition, WRCOG shall have and retain all right, title, and interest (including copyright, patent, trade secret, and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media (“Intellectual Property”) prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

WRCOG shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by WRCOG, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of WRCOG.

Consultant shall also be responsible to obtain in writing separate written assignments from any sub-contractors or agents of Consultant of any and all right to the above

referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the WRCOG.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

WRCOG further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

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

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

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

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

3.5.6 Indemnification. Consultant shall defend, indemnify, and hold WRCOG, its Directors, officials, officers, consultants, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors, arising out of or in connection with the

performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense, and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against WRCOG, its Directors, officials, officers, consultants, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against WRCOG or its Directors, officials, officers, consultants, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse WRCOG and its Directors, officials, officers, consultants, employees, agents, or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by WRCOG, its Directors, officials, officers, consultants, employees, agents, or volunteers. This section shall survive any expiration or termination of this Agreement. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **3.6 Subcontracting.**

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

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE TO  
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS  
PROFESSIONAL SERVICES AGREEMENT**

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

WESTERN RIVERSIDE COUNCIL  
OF GOVERNMENTS

WSP USA INC.\*

By: \_\_\_\_\_  
Chris Gray  
Deputy Executive Director

By: Rosella Picado  
Rosella Picado  
Title: Sr Vice President

APPROVED AS TO FORM:

ATTEST:

By: \_\_\_\_\_  
General Counsel  
Best Best & Krieger LLP

By: \_\_\_\_\_  
Its: JRA

\*A corporation requires the signatures of two corporate officers.

One signature shall be that of the Chairman of Board, the President or any Vice President, and the second signature (on the attest line) shall be that of the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer of such corporation.

If the above persons are not the intended signators, evidence of signature authority shall be provided to WRCOG.

**EXHIBIT "A"**

**SCOPE OF SERVICES**

**SEE ATTACHED PAGE**

Exhibit "A"

# UNDERSTANDING OF THE SCOPE OF WORK

## Task 1 Detailed Work Plan and Project Management

Following the commencement of the project, the WSP team will develop a detailed work plan for this effort, using a collaborative approach. Our team will work closely with the WRCOG team to ensure that RIVCOM is updated consistently based on existing specifications, while also exploring innovative strategies to enhance efficiency, transparency, and quality. The work plan will serve as the baseline for tracking progress throughout the project's regularly scheduled status meetings, which will be described later in this task. The work plan will cover the elements listed below.

### Goals and Objectives

The work plan starts with an understanding of the goals and objectives to be accomplished, setting the stage for the scope of work and schedule. Experience of using RIVCOM in project analysis and user feedback from RIVCOM model users since the release of the model in 2022 will be discussed in this section, setting the stage for alternative pathways for addressing the required and optional elements in the scope of work element.

### Scope of Work

This section outlines each task and sub-task, along with the proposed methodology, incorporating innovative or alternative options where appropriate. This section will also specify which inputs are subject to updates and identify the data sources utilized in these processes. Furthermore, all relevant data sources necessary for model calibration and validation will be enumerated. The final component of the Scope of Work includes a comprehensive list of deliverables associated with each task. Reaching a mutual understanding regarding all project deliverables at the outset is vital. Each deliverable should be defined with sufficient clarity to enable the project team to effectively monitor and assess progress during every phase of the project.

### Acceptance Criterion and Change Management

To successfully implement a travel demand model update, it is essential to systematically track ongoing tasks, thoroughly document decision-making, and efficiently manage both change requests and unforeseen challenges. Clearly defined criteria for task completion—such as model validation standards—must be established before beginning each task. These elements will be detailed in this section of the work plan.

### Schedule and Staffing

This section outlines the proposed staffing assignments for each task in the scope of work and presents the project schedule, including key milestones and timelines for all tasks and deliverables.

### **Quality Assurance and Quality Control**

The Quality Assurance (QA) and quality control (QC) sections will describe strategies for code testing, error tracking, and bug resolution. To ensure transparency and thorough documentation of QA activities, all model code will be managed using GitHub.

### **Living Document**

At the start of the project, an initial draft work plan will be developed, incorporating the components described above. After review by WRCOG staff, this draft will be revised based on their feedback and returned to WSP. The finalized work plan will serve as the foundation for project execution but will remain a living document, subject to updates throughout the project's duration.

To ensure effective collaboration, WSP will hold bi-weekly progress meetings with WRCOG staff via Teams to provide status updates, review and enhance the work plan, resolve technical issues, and discuss upcoming deliverables to support on-time project completion. Meeting agendas will be distributed in advance, and minutes—detailing action items and assigned responsibilities—will be circulated after each meeting. Additionally, WSP will produce a monthly progress report summarizing completed work, tasks accomplished, and activities planned for the following

#### **DELIVERABLE:**

- Draft work plan
- Final work plan
- Monthly progress reports
- Monthly invoices
- Biweekly progress meetings

## Task 2 Development of the Base Year Model

The objective of this task is to update the base year from 2018 to 2019. The existing RIVCOM model's base year is 2018, whereas the SCAG RTP/SCS 2020 base year is 2016. As a result, the base years of the two models were not entirely comparable. In the current model update, the base year will be made consistent with the 2019 base year used in the SCAG RTP 2024. RIVCOM uses an origin-destination transit availability matrix within its mode choice model. We will update the matrix using updated transit network details from SCAG. Fehr & Peers developed the 2016 base year in the previous project and will lead this task.

### Data Gathering and Review

The WSP team will coordinate with WRCOG, SCAG, and local jurisdictions in Riverside County to obtain data needed to update the base year network. This data will include GIS files and documentation of roadway lane configurations, recently completed transportation projects, truck routes and restrictions, High-Occupancy Vehicle (HOV)/High-Occupancy Toll (HOT) lane information, and other relevant projects. All data will be reviewed and compared against the current RIVCOM Base Year Model network to identify necessary updates.

The WSP team will establish an online shared drive for data sharing. Following the data review, the team will document proposed Base Year Model network updates in a summary table and prepare maps for agency review and confirmation. The WSP team will respond to up to two rounds of comments. This task includes up to four coordination meetings with relevant agencies. To streamline the review process and minimize the burden on participating agencies and jurisdictions, reviews of the base year and future year networks (Task 4) will be coordinated so that both can be evaluated concurrently.

### Highway Network Update

With approved updates from the data gathering step, we will modify the network links and nodes to reflect base year conditions, including:

- Adding or removing roadway segments
- Adjusting roadway alignments
- Coding new roadway connections or extensions
- Updating interchange layouts
- Updating link and node attributes such as:
- Facility type
  - Area type
  - Lane count
  - Speed class and allowed speeds
  - Capacity
  - Managed lane attributes (toll, HOV/HOT rules)
  - Heavy truck designations or restrictions
- Creating the Turn Penalty input file to incorporate the latest turn prohibition data

The WSP team will submit the draft Base Year highway network maps for review by the relevant agencies and will provide responses to up to two rounds of comments. The final Base Year highway network and maps will be submitted after all comments have been addressed.

### Revising Model Boundary

Currently, RIVCOM represents Orange County and San Diego County with very large zones—San Diego County has only 14 zones, and Orange County has just 70. This high level of aggregation reduces the benefits of treating these counties as internal zones within the model. Including these two large counties also adds extra work to maintain and update areas outside RIVCOM's main focus. It increases the network's size and complexity without significantly improving accuracy for local planning. To address these challenges, WSP recommends adjusting the model boundary by removing Orange County and San Diego County from the internally modeled area. Instead, these counties would be represented by expanded external stations, similar to the way Los Angeles County is treated in RIVCOM. This change preserves the effect of external travel while minimizing unnecessary complexity at the core. The highway network's nodes, links, and Traffic Analysis Zone (TAZ) structure will be updated to include these new external stations, requiring changes to centroid connectors, facility types, and network layout at the boundaries. Additionally, trip generation and distribution calibration parameters will need to be updated. WSP believes this boundary adjustment will make model maintenance easier, increase accuracy within Riverside County, make the model run faster, and boost performance for local planning tasks.

#### DELIVERABLE:

- Draft and Final Base Year Model Network Update List and Maps
- Draft and Final Base Year Model Highway Network and Maps
- Revised model with updated model boundaries

## Task 3 Base Year Model Static and Dynamic Validation

Our team has extensive experience in travel model validation, including for the previous version of RIVCOM. Our approach to validation ensures that the model replicates current conditions and responds appropriately to changes. These evaluations provide confidence that the model will behave as expected when used in local planning and engineering studies. We use two methods—static and dynamic validation—which are defined and described in detail below.

### Static Validation

Static validation compares observed data to RIVCOM-estimated data for volumes, vehicle miles traveled (VMT), travel destination and patterns. Before beginning static validation, we will collaborate with WRCOG and its member cities to gather and organize all available count data. WSP will also work with SCAG to incorporate the relevant counts used in the RTP/SCS 2024 validation into this process. SCAG primarily relied on data from the California Freeway Performance Measurement System (PeMS), supplemented by additional counts from the big data vendor StreetLight Inc. Our team will examine the count datasets to ensure they are complete, of high quality, and internally consistent.

Key components of static validation will include the following:

- **Traffic Volume Validation:** Model-predicted volumes will be compared to average weekday traffic counts at both daily and specific time period levels. This process checks whether the model produces realistic estimates and helps uncover issues such as network coding errors, discrepancies in land use, incorrectly placed centroid connectors, or unusual traffic count data. Validation involves dividing highway links into different classification categories—such as facility type, city groups, screenlines, and volume groups. The following measures will be used to assess validation: (i) percent RMSE and correlation, (ii) percent deviation, and (iii) percent of links that fall within acceptable deviation. Additionally, scatterplots showing observed versus estimated volumes will be generated to help identify any outliers.

- **Vehicle Miles Traveled (VMT) Validation:** Model-generated regional VMT will be evaluated against Caltrans Highway Performance Monitoring System (HPMS) estimates to confirm consistency with observed regional travel activity.
- **Origin–Destination (O–D) Pattern Validation:** O–D flows will be validated using available datasets, which may include ACS, CTPP, and commercially available “big data” sources such as Replica, StreetLight, or other regionally available O–D datasets. It is likely that some of the data sources are inconsistent with each other, especially data obtained from big data vendors. Extra steps will be taken to ensure that the OD data from big data vendors is normalized using other ground truth data such as highway counts and HPMS VMT. This OD validation is to confirm that the model reflects realistic travel patterns and trip distributions.

### Dynamic Validation

Dynamic validation evaluates how RIVCOM responds to changes in input data, such as network or land use patterns. This step ensures that the updated model behaves in a reasonable and policy-sensitive manner, supporting long-range planning and scenario evaluation.

In coordination with WRCOG, we will select up to six sensitivity tests representing strategies relevant to regional planning needs. Potential strategies may include:

- Capacity enhancements
- Roadway extensions or new facilities
- Toll or pricing policy adjustments
- Land use growth or redistribution scenarios
- Changes to auto operating costs
- Other regionally significant strategies identified by WRCOG

For each strategy, we will assess whether the model’s responsiveness is reasonable in both magnitude and direction. If results indicate that the model is overly sensitive or insufficiently responsive, we will investigate the root causes and adjust model parameters, inputs, or structural assumptions as appropriate. This process ensures that the travel demand model is not only statistically validated, but also behaviorally sound and robust for future planning applications.

#### DELIVERABLE:

- Static validation report and workbook
- Dynamic validation report

## Task 4 Future Year Model Development

In accordance with the SCAG 2024 RTP/SCS 2050 Future Year Plan scenario, the highway networks will be updated. The methodological approach used for the base year in Task 2 will be replicated for this process. Comprehensive documentation of the funding status for projects included in the roadway network will be provided, with references to programmatic documents (RTP/SCS, WRCOG TUMF, CVAG TUMF, etc.) to inform future users of the model. WSP will supply a summary table documenting proposed Future Year Model network updates and will prepare supporting maps for agency review and confirmation. WSP will address up to two rounds of comments, and this task includes up to four coordination meetings with relevant agencies. For the socio-economic data (SED) input file, the SED being developed by WRCOG will be integrated into RIVCOM, along with SED information gathered from outside Riverside County, such as from SBCTA for San Bernardino County. Other future year inputs, such as external station volumes, will also be updated based on SCAG RTP 2025 horizon year assumptions.

### DELIVERABLES

- Draft and Final Future Year Model Network Update List and Maps
- Draft and Final Future Year Model Highway Network and Maps

## Task 6 Documentation

WSP's Demand Modeling team is committed to helping clients gain complete control over their travel forecasting tools. Our philosophy extends beyond simply delivering a model—we focus on transferring knowledge, building client capabilities, and collaborating to develop a tool that your team can manage and improve independently. To achieve this, we prioritize collaboration, clear documentation, comprehensive training, and ongoing support. We will prepare a single, comprehensive document that covers all aspects of the model. Below is our suggested outline for the model documentation and an overview of what each section includes.

### Overview of RIVCOM

This section will present the history of RIVCOM's development, its model architecture, key assumptions, and the procedures for calibration and validation. It will direct readers to relevant sections of the model documentation detailing specific components. Executive summaries will highlight significant enhancements, newly introduced features, and changes incorporated as part of the model update. The material will be designed for non-technical audiences—including policymakers, stakeholders, and the general public—to effectively communicate the advantages and outcomes associated with the model.

### Scenario Inputs Development and Consistency with the SCAG Model

This section will describe the methodology used to develop scenario inputs for both the base year and the horizon year. The relationship to SCAG scenario inputs, specified by indicators such as SCAG RTP ID and Project ID, will be detailed. The discussion will cover how alignment with the SCAG model was achieved across different geographic scales, including both county and city levels. Furthermore, the section will document consistency with the SCAG model in three key domains: socio-economic data (including synthetic populations), highway networks, and the SCAG RTP/SCS 2024 policy framework.

### Model Validation process and results

Previously, the RIVCOM model user guide and the model validation report were distributed separately, which led to restricted access to validation procedures and outcomes for certain users. To address this concern, the forthcoming update will consolidate the validation documentation within a unified and comprehensive RIVCOM User's Guide. The model validation chapter will describe the methodology used to determine validation targets for various sub-models, the criteria used to evaluate calibration and validation adequacy, as well as comprehensive calibration tables, charts, and validation results.

### Quick Start Guide and Detailed User Guide

The quick start section will provide detailed guidance for setting up the model, including specifying the correct TransCAD version, configuring the user interface, creating scenarios, executing the model, and identifying key output files. Each step will be supported by graphical elements, such as screenshots, to enhance user comprehension. The comprehensive model guide will address all topics previously covered in the RIVCOM model user guide, with expanded and more thorough explanations. This documentation will encompass all files located in the RIVCOM master folder, as well as the scenario-specific input folders. In addition, the guide will describe all useful output files generated by model runs and post-processing tools. A data dictionary will outline the essential model inputs and outputs, including socio-economic data, highway networks, and synthetic populations. The frequently asked questions section will respond to common user inquiries, provide troubleshooting advice, and identify key log files relevant to diagnosing model issues. Finally, complete documentation of all current and new post-processors will be included, featuring explanations of the underlying TransCAD GISDK code.

#### DELIVERABLE:

- Updated Comprehensive RIVCOM User's Guide

## Task 7 Training

To help WRCOG staff, jurisdictions, and consultants use the model effectively, three training sessions will be offered for different audiences. The first two will be held online via Microsoft Teams; the third is recommended as an in-person workshop at the WRCOG office, with an online option. Sessions may be recorded, pending WRCOG approval, to share with future users. Details of each training session are outlined below.

### Training for MOU signatories

The initial training session will be specifically designed for the MOU signatories, with an emphasis on how the latest version of RIVCOM fulfills both the mandatory and optional requirements outlined in the RFP. During this session, each new model feature will be addressed individually, focusing on its objectives and examining how the methodologies adopted throughout the project contributed to fulfilling those objectives. Key materials for this training will include the final work plan developed in Task 1, along with subsequent updates made during the project's duration.

### Training for Jurisdictions and Consultants

This training session is designed for jurisdiction staff and consultants who might not specialize in travel demand modeling. It will offer an overview of the updated RIVCOM, highlighting the specific components that have changed and providing practical guidance on using the system. Participants will receive a high-level introduction to the model's structure, inputs, outputs, hardware requirements, runtime performance, and more—ensuring a clear understanding of RIVCOM's capabilities and needs. Modules within RIVCOM that have been substantially revised or newly added will be discussed in greater detail.

### Training for Modelers

This will be the most extensive training session, specifically designed for modelers who will be running the model for various project applications. We recommend administering this session as a full-day workshop at the WRCOG office, with an option for attendees to participate online.

The first part of the training will cover all aspects of the model, beginning with an explanation of the model structure, installation procedures, operation, and a review of both input and key output files. Particular emphasis will be placed on critical input files, such as SE data and network components, with a thorough explanation of the coding conventions used in relevant attributes. Throughout this segment, updates implemented in the RIVCOM model as part of the recent revision will be clearly identified to assist users familiar with previous versions.

The second part of the session will consist of multiple hands-on training exercises. WSP will prepare at least five practical activities for participants to complete using laptops and will guide them through each exercise. The objective of this training is to equip all participants with the necessary skills and understanding to utilize the model effectively in their respective project applications.

#### DELIVERABLE:

- Two web-based training sessions and one on-site full day training session

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

**SEE ATTACHED PAGE**

# TASK TIMELINE AND PERFORMANCE PERSONNEL

The proposed schedule below is based on a Notice to Proceed date of March 2, 2026, and anticipated project

Task #	Task Name	Sub-task	2026												2027											
			2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	
1	Detailed Work Plan and Project Management	Detailed Work Plan																								
		Project Management																								
2	Development of the Base Year Model	Data Gathering and Review																								
		Highway Network Update																								
		Jurisdictional Review																								
		Transit Network Model Integration																								
3	Base Year Model Static and Dynamic Validation	Data Gathering																								
		Static Validation																								
		Dynamic Validation																								
4	Future Year Model Development	Data Gathering and Review																								
		Highway Network Update																								
		Jurisdictional Review																								
6	Documentation	Comprehensive documentation																								
7	Training	Three Trainings																								

duration of 18 months. As detailed in the accompanying table, project activities throughout most of 2026 will focus on compiling data inputs for both the base year and the projected future year. Static and dynamic validation are scheduled for completion by April 2027, after which the remaining timeline will be allocated to optional tasks, documentation, and training.

**EXHIBIT "C"**  
**COMPENSATION**  
**BILLING RATES**

<b>Name</b>	<b>Title</b>	<b>Hourly Rate</b>
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**SEE ATTACHED PAGE**

Mandatory Tasks

Task Description	WSP Staff Hours										Fehr and Peers Staff Hours				Cost		
	Raghu Sidharthan Technical Director	Rick Curry Sr. Technical Director	Mingyang Li Lead Professional	Jawad Hoque Senior Professional	Akshaya Paudel Intermediate Professional	Cynthia Cavazos Project Administrator	Karen Golding Subcontracts Manager	Jason Pack Principal	Delia Votsch Senior Associate	Biling Liu Senior Planner	Feiyang Xiong Planner	Christy Chai Project Coordinator	WSP	F&P	Total		
	100 - Work Plan	60	10	60	0	0	30	3	0	0	0	0	0	\$ 34,411	\$ -	\$ 34,411	
200 - Base Year	65	10	40	40	60	0	0	15	40	60	165	20	\$ 40,004	\$ 60,050	\$ 100,054		
300 - Validation	150	32	200	260	320	0	0	0	0	0	0	0	\$ 164,148	\$ -	\$ 164,148		
400 - Future Year	30	4	30	30	30	0	0	15	40	60	165	20	\$ 22,520	\$ 60,050	\$ 82,570		
600 - Documentation	60	16	20	80	100	0	0	0	0	0	0	0	\$ 47,980	\$ -	\$ 47,980		
700 - Training	20	10	20	20	30	0	0	0	0	0	0	0	\$ 18,425	\$ -	\$ 18,425		
Labor Total	385	82	370	430	540	30	3	30	80	120	330	40	\$ 327,488	\$ 120,100	\$ 447,588		
Direct Expenses																	
SUB TOTAL																	
GRAND TOTAL													\$ 329,068	\$ 120,100	\$ 449,168		

Optional Tasks

Task Description	WSP Staff Hours										Fehr and Peers Staff Hours				Cost		
	Raghu Sidharthan Technical Director	Rick Curry Sr. Technical Director	Mingyang Li Lead Professional	Jawad Hoque Senior Professional	Akshaya Paudel Intermediate Professional	Cynthia Cavazos Project Administrator	Karen Golding Subcontracts Manager	Jason Pack Principal	Delia Votsch Senior Associate	Biling Liu Senior Planner	Feiyang Xiong Planner	Christy Chai Project Coordinator	WSP	F&P	Total		
	502 - Truck Model	15	6	10	20	5	0	0	8	32	48	160	16	\$ 10,945	\$ 51,400	\$ 62,345	
503 - Telecommute Module	80	20	16	60	60	0	0	0	0	0	0	0	\$ 45,031	\$ -	\$ 45,031		
504 - VMT Calculator	5	3	2	0	5	0	0	1	4	6	20	2	\$ 3,101	\$ 6,425	\$ 9,526		
505 - TransCAD Upgrade	16	4	0	100	32	0	0	0	0	0	0	0	\$ 24,354	\$ -	\$ 24,354		
506 - Transit Assignment	80	20	60	100	120	0	0	0	0	0	0	0	\$ 67,163	\$ -	\$ 67,163		
507 - Seasons Model	10	6	10	0	20	0	0	8	12	25	50	5	\$ 8,626	\$ 20,650	\$ 29,276		
508 - Airport Trips	24	16	48	0	40	0	0	0	0	0	0	0	\$ 24,676	\$ -	\$ 24,676		
509 - Bike Model	40	40	80	0	120	0	0	0	0	0	0	0	\$ 51,857	\$ -	\$ 51,857		
510 - RIVCOM GPT	5	3	0	4	5	0	0	8	12	25	50	5	\$ 3,331	\$ 20,650	\$ 23,981		
511 - Affordable Housing	8	6	16	0	20	0	0	4	10	12	40	4	\$ 9,277	\$ 14,140	\$ 23,417		
512 - Dynamic IEEI Trips	12	6	0	16	30	0	0	10	16	30	60	8	\$ 10,938	\$ 25,680	\$ 36,618		



# Western Riverside Council of Governments WRCOG Executive Committee

## Staff Report

**Subject:** TUMF Program Activities Update: Two TUMF Reimbursement Agreement Amendments

**Contact:** Brian Piche-Cifuentes, Transportation Analyst I, [bpiche-cifuentes@wrcog.us](mailto:bpiche-cifuentes@wrcog.us), (951) 405-6705

**Date:** April 6, 2026

### **Recommended Action(s):**

1. Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Wildomar for the Planning, Engineering, Right-of-Way, and Construction phases of the Palomar Road (Mission Trail to Jefferson) Project in an amount not to exceed \$5,361,517.
2. Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the County of Riverside for the Right-of-Way and Construction phases of the Rancho California Road-Calle Contento Roundabout Project in an amount not to exceed \$9,200,000.

### **Summary:**

The City of Wildomar and County of Riverside are both requesting to enter into TUMF Reimbursement Agreement Amendments with WRCOG for the Palomar Road (Mission Trail to Jefferson) and Rancho California Road - Calle Contento Roundabout projects, respectively. The total allocation of money across the project is \$14,561,517.

### **Purpose / WRCOG 2022-2027 Strategic Plan Goal:**

The purpose of this item is to request the approval of two TUMF Reimbursement Agreement Amendments. This effort supports WRCOG's 2022-2027 Strategic Plan Goal #5 (Develop projects and programs that improve infrastructure and sustainable development in our subregion).

### **Discussion:**

### **Background**

WRCOG's TUMF Program is a subregional fee program designed to provide transportation and transit infrastructure that mitigates the impact of new growth in western Riverside County. A Reimbursement Agreement is a document between WRCOG and a member agency that allows WRCOG to provide funding for TUMF expenses incurred for the Planning, Design, Engineering, and/or Construction Phase(s) of a TUMF project. To enter into a Reimbursement Agreement, the funding for the project must first be allocated in the appropriate TUMF Zone Transportation Improvement Program (TIP). TUMF

Agreements and Amendments are initiated by their respective agencies when that agency is ready for the infrastructure development.

## **Present Situation**

### **TUMF Reimbursement Agreement Amendments:**

1. The proposed Palomar Road (Mission Trail to Jefferson) Project amendment will amend four previously approved reimbursement agreements and amendments. The first agreement was written for the Planning and Engineering Phases of the project for \$991,239. The second agreement was an amendment for the Planning and Engineering phases of the project for \$898,517. The third agreement was an amendment for the Planning, Engineering, and Right-of-Way phases of the project for \$1,320,517. The fourth agreement was an amendment for the Planning, Engineering, Right-of-Way, and Construction phases of the project for \$3,261,517. The City is requesting an increase to the combined amount of the previous agreements for the Planning, Engineering, Right-of-Way, and Construction Phases of the project in an amount of \$2,100,000, for a total not to exceed \$5,361,517.
2. The proposed Rancho California Road - Calle Contento Roundabout Project amendment will amend two previously approved reimbursement agreements and amendments. The first agreement was written for the Right-of-Way and Construction Phases of the project for \$2,500,000. The second agreement was an amendment for the Right-of-Way and Construction phases of the project for \$5,100,000. The County is requesting an increase to the combined amount of the previous agreements for the Right-of-Way and Construction phases of the project in an amount of \$4,100,000, for a total not to exceed \$9,200,000.

### **Prior Action(s):**

**February 3, 2025:** The Executive Committee authorized the Executive Director to execute a TUMF Reimbursement Agreement Amendment No. 1 with the County of Riverside for the Right-of-Way and Construction phases of the Rancho California Road - Calle Contento Roundabout project in an amount not to exceed \$5,100,000.

**August 2, 2021:** The Executive Committee authorized the Executive Director to execute a TUMF Reimbursement Agreement Amendment No. 3 with the City of Wildomar for the Planning, Engineering, Right-of-Way and Construction phases of the Palomar Street Widening project in an amount not to exceed \$3,261,517.

**June 1, 2020:** The Executive Committee authorized the Executive Director to execute a TUMF Reimbursement Agreement with the County of Riverside for the Right-of-Way and Construction phases of the Rancho California Road - Calle Contento Roundabout project in an amount not to exceed \$2,500,000.

**August 3, 2020:** The Executive Committee authorized the Executive Director to execute a TUMF Reimbursement Agreement Amendment No. 2 with the City of Wildomar for the Planning, Engineering, and Right-of-Way phases of the Palomar Street Widening project in an amount not to exceed \$1,320,517.

**May 7, 2018:** The Executive Committee authorized the Executive Director to execute a TUMF

Reimbursement Agreement Amendment No. 1 with the City of Wildomar for the Planning and Engineering phases of the Palomar Street Widening project in an amount not to exceed \$898,517.

**October 1, 2012:** The Executive Committee authorized the Executive Director to execute a TUMF Reimbursement Agreement with the City of Wildomar for the Planning and Engineering phases of the Palomar Street Widening project in an amount not to exceed \$991,239.

**Financial Summary:**

The Reimbursement Agreements noted are consistent and included within the respective Zone TIP. These liabilities are reflected as fiduciary fund long-term debt in WRCOG's financials under the TUMF Fund (Fund 220).

**Attachment(s):**

[Attachment 1 - TUMF Reimbursement Agreement - Amendment No. 4 - Palomar Road \(Mission Trail to Jefferson\) \(\(12-SW-WIL-1058\)\).pdf](#)

[Attachment 2 - TUMF Reimbursement Agreement - Amendment No. 2 - Rancho California Road - Calle Contento Roundabout \(20-SW-RCY-1195\).pdf](#)

# Attachment

TUMF Reimbursement Agreement –  
Amendment No. 4 – Palomar Road  
(Mission Trail to Jefferson)

12-SW-WIL-1058

**AMENDMENT NO. 4 TO TRANSPORTATION UNIFORM MITIGATION  
FEE PROGRAM AGREEMENT**

**PALOMAR ROAD (MISSION TRAIL TO JEFFERSON)**

**PLANNING, ENGINEERING, RIGHT OF WAY AND CONSTRUCTION PHASE**

This Amendment No. 4 to Transportation Uniform Mitigation Fee Program Agreement (“Amendment No. 4”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (“WRCOG”) and **CITY OF WILDOMAR** (“AGENCY”). WRCOG and the AGENCY are sometimes referred to individually as “Party” and collectively as “Parties.”

**RECITALS**

A. WRCOG and AGENCY have entered into an agreement titled “Transportation Uniform Mitigation Fee Program Agreement” that is dated **October 1, 2012** (“Agreement”). The Agreement provides the terms and conditions, scope of work, schedule and funding amount for the construction of the **Palomar Road Widening** (hereinafter the “Project”).

B. WRCOG and AGENCY have entered into an amendment to the Agreement titled “Amendment No. 1 to Transportation Uniform Mitigation Fee Program Agreement” that is dated May 7, 2018 (“Amendment No. 1”) and “Amendment No. 2 to Transportation Uniform Mitigation Fee Program Agreement” that is dated October 14, 2020 (“Amendment No. 2”) and Amendment No. 3 to Transportation Uniform Mitigation Fee Program Agreement” that is dated October 13, 2021 (“Amendment No. 3”)

C. The Parties desire to amend the Agreement, as previously amended, by revising the

funding amount pursuant to Sections 6 and 33 of the Agreement.

D. Funds are being increased for this Project because design and right of way costs have increased and based on recent construction bids received estimated project construction costs have increased significantly.

### 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 previously amended is hereby increased by two million one hundred thousand dollars (\$2,100,000) from three million two hundred sixty-one thousand five hundred seventeen dollars (\$3,261,517).to an amount not to exceed five million three hundred sixty-one thousand five hundred and seventeen dollars (\$5,361,517).

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

3. AGENCY's Local Match Contribution. AGENCY funding is not required, as shown in Exhibit "A" attached hereto.

4. Exhibits "A", "A-1", and "A-2" of the Agreement as previously amended are hereby replaced in their entirety by Exhibits "A", "A-1", and "A-2" of this Amendment No. 4, which are attached hereto and incorporated by reference.

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

4.

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

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 4 to be executed by their duly authorized representatives to be effective on the day and year first written above.

WESTERN RIVERSIDE COUNCIL  
OF GOVERNMENTS

**CITY OF WILDOMAR**

By: \_\_\_\_\_  
Chris Gray, Deputy Executive Director

By: \_\_\_\_\_  
Chris Mann, City Manager

Approved to Form:

Approved to Form:

By: \_\_\_\_\_  
Steven C. DeBaun  
General Council

By: \_\_\_\_\_  
Tom Jex, City Attorney

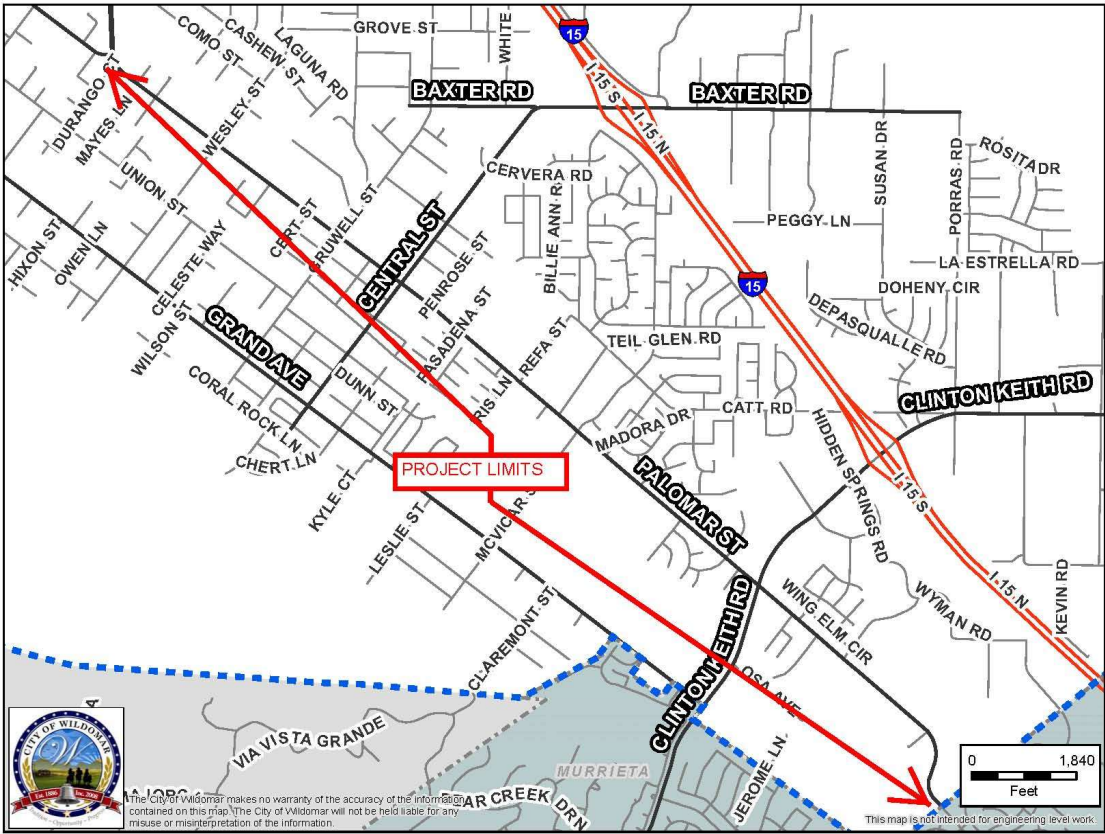
Attest:

By: \_\_\_\_\_  
Janet Morales, Acting City Clerk

Exhibit A

SCOPE OF SERVICES

**SCOPE OF WORK:** Palomar Road Widening includes widening of Palomar Street from Mission Trail to Jefferson Avenue. This project will widen Palomar Street to City of Wildomar General Plan width of four lanes plus a center left turn lane from Mission Trail to the Wildomar and Murrieta City limit at Jefferson Avenue. The project includes turn lanes and traffic signals at major intersections. The project will acquire the right of necessary for the General Plan width of four lanes.



A detailed scope of work for the current project phases is as follows:

Project Approval/Environmental Document (PA&ED):

Prepare necessary technical studies. Complete alternatives analysis and prepare and circulate environmental document. Obtain approval of project and environmental document from necessary legislative bodies.

Plans, Specifications, and Estimates (PS&E):

Develop topographic maps from aerial photogrammetry and ground surveys. Locate existing utilities and coordinate preparation of relocation/protection plans with utility companies. Conduct subsurface geotechnical investigations and analysis. Perform hydrology/hydraulic

studies and traffic analyses. Design and prepare the construction Plans, Specifications, and Estimate.

Right of Way (ROW):

Right of way acquisition including appraisals, negotiations, document preparation and value payments for both permanent and temporary right of way required for construction of the project.

Construction

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

**EXHIBIT "A-1"**

**ESTIMATE OF COST**

<b>Phase</b>	<b>TUMF</b>	<b>LOCAL</b>	<b>TOTAL</b>
<b>PA&amp;ED</b>	\$331,292	\$0	\$331,292
<b>PS&amp;E</b>	\$560,940	\$0	\$560,940
<b>RIGHT OF WAY</b>	\$1,160,110	\$0	\$1,160,110
<b>CONSTRUCTION</b>	\$3,309,175	\$0	\$3,309,175
<b>TOTAL</b>	\$5,361,517	\$0	\$5,361,517

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

**TIMETABLE:**

<b>Phase</b>	<b>Estimated Completion Date</b>	<b>Estimated Cost</b>	<b>Comments</b>
<b>PA&amp;ED</b>	FY 25/26*		
<b>PS&amp;E</b>	FY 27/28*		
<b>RIGHT OF WAY</b>	FY27/28*		
<b>CONSTRUCTION</b>	FY 25/26 & 27/28*		
<b>TOTAL</b>			

- Project Construction will be in several Phases. Three initial Phases are planned. Phase 1 is complete. Dates are Phase 2 &3.

# Attachment

TUMF Reimbursement Agreement –  
Amendment No. 2 – Rancho  
California Road-Calle Contento  
Roundabout

20-SW-RCY-1195

**AMENDMENT NO. 2 TO TRANSPORTATION UNIFORM MITIGATION FEE  
PROGRAM AGREEMENT**

**RANCHO CALIFORNIA ROAD-CALLE CONTENTO ROUNDABOUT**

This Amendment No. 2 to Transportation Uniform Mitigation Fee Program Agreement (“Amendment No. 2”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS** (“WRCOG”) and the **COUNTY OF RIVERSIDE** (“AGENCY”). WRCOG and the AGENCY are sometimes referred to individually as “Party” and collectively as “Parties.”

**RECITALS**

A. WRCOG and AGENCY have entered into an agreement titled “Transportation Uniform Mitigation Fee Program Agreement” that is dated **June 16, 2020** (“Agreement”) and Amendment No. 1 Transportation Uniform Mitigation Fee Program Agreement that is dated **February 19, 2025** (“Amendment No. 1”). The Agreement and Amendment No. 1 (“Agreements”) provide the terms and conditions, scope of work, schedule and funding amount for the construction of the **Rancho California Road-Calle Contento Roundabout** (hereinafter the “Project”).

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

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

available.

## AGREEMENT

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

1. The Funding Amount contained in Section 2 of the Agreement is hereby increased by **Four Million One Hundred Thousand Dollars (\$4,100,000)** from **Five Million One Hundred Thousand Dollars (\$5,100,000)** to an amount not to exceed **Nine Million Two Hundred Thousand Dollars (\$9,200,000)** for Right-of-Way (ROW) and Construction (CON) Phases.

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

3. AGENCY's Local Match Contribution. AGENCY funding is not required, as shown in Exhibit "A" attached hereto.

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

5. The above-stated Recitals are hereby fully incorporated into this Amendment No. 2.

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

between the Parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 2 to be executed by their duly authorized representatives to be effective on the day and year first written above.

WESTERN RIVERSIDE COUNCIL  
OF GOVERNMENTS

COUNTY OF RIVERSIDE  
RECOMMENDED FOR APPROVAL

By: \_\_\_\_\_  
Chris Gray  
Deputy Executive Director

By: \_\_\_\_\_  
Dennis Acuna  
Director of Transportation

Approved as to Form:

Approved as to Form:  
Minh C. Tran  
County Counsel

By: \_\_\_\_\_  
Steven C. DeBaun  
General Counsel

By: \_\_\_\_\_  
Stephanie Nelson  
Deputy County Counsel

APPROVAL BY THE COUNTY BOARD  
OF SUPERVISORS

By: \_\_\_\_\_

Chairman, County Board of Supervisors

Attest:  
Kimberly Rector  
Clerk of the Board

By: \_\_\_\_\_

Deputy

**Exhibit A**

**SCOPE OF SERVICES**

**Rancho California Road-Calle Contento Roundabout**

**SCOPE OF WORK:**

The proposed Rancho California Road-Calle Contento Roundabout (Project) consists of the construction of a roundabout at the intersection of Rancho California Road and Calle Contento in the Temecula Valley Wine Country, an unincorporated community in the County of Riverside.

The scope of improvements will include the construction of roadway, curb and gutter, walkways, driveways, drainage facilities, fences/walls, utility relocation, pavement marking, and signage improvements to complement the rural setting of the Temecula Valley Wine Country.

The Project's construction of a roundabout, instead of a conventional all-way stop or traffic signal controlled intersection, will inherently improve traffic circulation, improve safety, and benefit the environment through lower greenhouse gas emissions, while maintaining the rural character of the wine country.

The Project phases to be funded under this Agreement consist of ROW and CON phases only.

**EXHIBIT "A-1"****ESTIMATE OF COST**

<b>Phase</b>	<b>TUMF</b>	<b>LOCAL</b>	<b>TOTAL</b>
<b>PLANNING (PLN)</b>			
<b>ENGINEERING (ENG)</b>			
<b>RIGHT OF WAY (ROW)</b>	\$2,000,000	\$0	\$2,000,000
<b>CONSTRUCTION (CON)</b>	\$7,200,000	\$0	\$7,200,000
<b>TOTAL</b>	\$9,200,000	\$0	\$9,200,000

**EXHIBIT "A-2"**

**PROJECT SCHEDULE**

<b>Phase</b>	<b>Estimated Completion Date</b>	<b>Estimated Cost</b>	<b>Comments</b>
<b>PLANNING (PLN)</b>			
<b>ENGINEERING (ENG)</b>			
<b>RIGHT OF WAY (ROW)</b>	FY 26/27	\$2,000,000	
<b>CONSTRUCTION (CON)</b>	FY 27/28	\$7,200,000	
<b>TOTAL</b>		\$9,200,000	



# Western Riverside Council of Governments WRCOG Executive Committee

## Staff Report

**Subject:** 2026 General Assembly Community Service Awards  
**Contact:** Bonnie Woodrome, Manager, Communications and External Affairs,  
[bwoodrome@wrcog.us](mailto:bwoodrome@wrcog.us), (951) 405-6752  
**Date:** April 6, 2026

### **Recommended Action(s):**

1. Approve nominations from the Administration & Finance Committee for the 2026 Awards for Outstanding Community Service to be presented at the General Assembly & Leadership Address on June 18, 2026.

### **Summary:**

The WRCOG Community Service Awards recognize individuals and groups in western Riverside County who significantly contribute beyond their roles to support the community, with nominations provided by WRCOG member agencies and selected through a process involving the Executive Committee. This process culminates in honoring the awardees at the annual General Assembly & Leadership Address. This year, two individuals and two groups are recommended for the award.

### **Purpose / WRCOG 2022-2027 Strategic Plan Goal:**

The purpose of this item is to present nominations for consideration of Community Service Awards to be presented at the 2026 General Assembly & Leadership Address. This item aligns with WRCOG's 2022-2027 Strategic Plan Goal #4 (Communicate proactively about the role and activities of the Council of Governments).

### **Discussion:**

### **Background**

WRCOG's Community Service Awards highlight community members that have gone above and beyond their respective roles and responsibilities to support western Riverside County. The role of the Administration & Finance (A&F) Committee is to serve as the nominating body for the Community Service Awards.

WRCOG member agency representatives provide nominations, which are then considered by the A&F Committee, which makes a recommendation to the Executive Committee. The Executive Committee then makes the final selection, and the awardees are then honored at WRCOG's Annual General

## Assembly & Leadership Address.

The process for award nomination and selection includes the following:

1. Staff notifies member agencies' elected officials and staff that the nomination period is open.
2. Applications are submitted to WRCOG.
3. WRCOG compiles all nominations and staff presents all submitted nominations to the Administration & Finance Committee for review and discussion. Each nominator outside of A&F Committee members will be provided up to three minutes during public comment to speak in support of their nominee.
4. The A&F Committee provides a recommendation of award recipients to the Executive Committee.
5. The Executive Committee approves award recipients.
6. Award recipients are honored at the General Assembly & Leadership Address.

The list below outlines the approved Community Service Award selection guidelines for this year's nomination process:

1. Recipient exhibits exemplary volunteerism;
2. Recipient is not a current public elected official;
3. Recipient is not currently employed by a WRCOG member agency; and
4. There are two award categories: individual and group.
5. Committee will select up to two recipients per category.

### **Present Situation**

This year, staff notified member agencies on February 13, 2026, that the nomination period was open. The nomination period closed on Sunday, March 8, 2026.

At its March 11, 2026, meeting, staff presented a list of nominees to the A&F Committee for review and discussion. This year, a total of seven nominations were received for the Community Service Awards.

After review and discussion, the A&F Committee recommended the following nominees:

#### Individual:

1. Mary Carnes, nominated by the City of Menifee.
2. Monica Lyons, nominated by the City of Canyon Lake.

#### Group:

1. Eastvale Chinese American Association, nominated by the City of Eastvale.
2. Rotary Club of Murrieta, nominated by the City of Murrieta.

All nominations are included in the attachments to this Staff Report.

### **Prior Action(s):**

**March 11, 2026:** The Administration & Finance Committee recommended two individuals and two

groups for consideration this year.

**February 11, 2026:** The Administration & Finance Committee approved the updated Community Service Award selection guidelines.

**Financial Summary:**

Activities related to the WRCOG General Assembly & Leadership Address are included in the WRCOG Supporting Foundation's Fiscal Year 2025/2026 budget.

**Attachment(s):**

[CSA Recommendations.pdf](#)

[CSA Nominations Received.pdf](#)

Attachment

WRCOG Community Service

Award Nominations:

Nominations Received

## Community Service Awards

### Recommendations from the Administrative & Finance Committee

#### Individual:

<p>Mary Carnes, City of Menifee</p>	<p>Mary Carnes has been a dedicated resident of Menifee since 1995 and has made a lasting impact through her leadership, volunteerism, and commitment to strengthening the community. She has been actively involved with the Menifee Arts Council for over ten years and currently serves as its President, after previously holding roles as Vice President, Secretary, and Board Member. Through her work with the Arts Council, she has helped expand opportunities for local artists and promote arts and cultural events throughout the city.</p> <p>Mary also serves as a Board Member and past Secretary of the Menifee Valley Community Cupboard, where she supports efforts to address food insecurity. She volunteers at the organization’s thrift store and assists with events such as Celebrity Karaoke and the Letter Carrier Food Drive. In addition, Mary serves as an Ambassador for the Menifee Valley Chamber of Commerce and is frequently involved in community events across the city. Known for bringing the community together, Mary hosted the well-known “MaryChrisMess” holiday display for many years, which collected food donations for the Community Cupboard. She continues that tradition of community connection through a large annual Halloween display and by organizing arts and music events that enrich the Menifee community.</p>
<p>Monica Lyons, City of Canyon Lake</p>	<p>Monica Lyons should be considered for the WRCOG Community Service Award because she has demonstrated an extraordinary commitment to serving and uplifting the Canyon Lake community and surrounding region. After overcoming a traumatic life event while working as medical staff at a hospital in Los Angeles, Monica and her family made Canyon Lake their permanent home. Since then, she has dedicated herself to improving the lives of others through volunteerism, community leadership, and charitable outreach.</p> <p>Monica played a key role in expanding the City of Canyon Lake Turkey Drive, helping increase donations from just 16 turkeys in 2023 to 376 turkeys in 2025 for families in need. She also founded the City of Canyon Lake Pet Blanket Drive, which has grown from 190 blankets in 2022 to over 2,100 blankets in 2025 for animals at Animal Friends of the Valleys.</p> <p>Through her businesses, Monica consistently supports nonprofit organizations by providing free services to families battling cancer, Habitat for Humanity homeowners, veterans, and elderly residents. Her leadership, compassion, and ability to mobilize volunteers and resources have created lasting positive impacts across multiple communities. Monica’s dedication to service exemplifies the true spirit of community leadership.</p>

Group:

<p>Eastvale Chinese American Association, City of Eastvale</p>	<p>The Eastvale Chinese American Association (ECAA) is nominated as Community Group of the Year for its steady leadership in creating and supporting events and programs that improve life for Eastvale residents and visitors. The ECAA was a key partner in launching Eastvale’s annual Lantern Festival, now in its sixth year, which draws thousands from Eastvale and across Riverside County each year. The ECAA also hosts the annual Mid-Autumn Festival, offering a vibrant space where Asian cultures are shared through tradition, performances, and culinary experiences. These signature events bring people together, promote civic engagement through volunteerism, and expand economic opportunities for businesses.</p> <p>Since 2018, ECAA volunteers continuously support numerous community events with professionalism, dedication, and positivity. Notably, the ECAA manages the bike valet service at City of Eastvale street events, helping families attend safely and making biking feel easy and accessible. The ECAA also provides a diverse schedule of community classes (dance, floriculture, gardening, Mandarin, and more) helping create opportunities for learning, connection, and belonging for participants of all ages.</p> <p>We are truly grateful for ECAA’s dedication; they have truly helped to enhance the quality of life across the region, making Eastvale an inviting place for both residents and visitors alike.</p>
<p>Rotary of Murrieta, City of Murrieta</p>	<p>The Rotary Club of Murrieta is dedicated to community engagement, humanitarian service, and projects that enhance the well-being of Murrieta residents and the surrounding region. Through its vocational services, Rotary provides \$8,000 in scholarships to deserving students and more than \$12,000 in teacher grants to support local classrooms. The club also serves seniors at the Murrieta Senior Center by hosting free lunches, ice cream socials, and high tea events. For many seniors, the lunches provided by Rotary are their primary meal of the day. Rotary proudly supports the Murrieta Educational Foundation for the Arts and funds visual arts programs for middle and high school students in the Murrieta Unified School District. Middle school students also learn CPR through Rotary’s Interact Club initiatives. For seven months each year, Rotary prepares for the Field of Honor during Veterans Week in partnership with the City of Murrieta, Murrieta Unified School District, and local businesses. The event honors veterans, police, and firefighters with special gatherings, educational docent programs, and a moving candlelight ceremony featuring letters written during wartime.</p>

Attachment

WRCOG Community Service

Award Nominations:

Nominations Received

# WRCOG Community Service Award Nomination Form 2026

COMPLETE

#7

Each year at its annual General Assembly & Leadership Conference, the Western Riverside Council of Governments (WRCOG) recognizes an individual and/or organization that exemplifies community service leadership and outstanding contributions to improving quality of life in Western Riverside County. WRCOG is currently seeking nominations from member agencies for the 2026 recipient(s) of the “WRCOG Community Service Award.”


If you would like to nominate an individual and/or organization, complete this form by 5:00 pm on Sunday March 8. All nominations are due at this time via this form.

Only elected officials from WRCOG’s member agencies and members of the Technical Advisory Committee (TAC) can submit nominations. The recently updated nomination guidelines are as follows:


- Recipient exhibits exemplary volunteerism;
  - Recipient is not a current elected public official;
  - Recipient is not currently employed by a WRCOG member agency; and
  - There are two award categories: individual and group.
- Up to 2 recipients will be selected from each category.

If you have any questions, please do not hesitate to contact me at [jbrambila@wrcog.us](mailto:jbrambila@wrcog.us) or 951-405-6703.

## CREATED

 PUBLIC  
Mar 6th 2026, 3:44:16 pm

## IP ADDRESS

 47.180.183.201

### \* Name of nominator

Menifee City Council

### \* Title of nominator

City of Menifee Mayor and Councilmembers

### \* Agency of nominator

City of Menifee

### \* Phone number of nominator

9516726777

### \* Email address of nominator

[eaguilar@cityofmenifee.us](mailto:eaguilar@cityofmenifee.us)

### Select the nominee category:

Individual

### \* Name of nominee

Mary Carnes

### \* Phone Number of nominee

9518529744

**\* Email address of nominee**

---

[mary.c.carnes@gmail.com](mailto:mary.c.carnes@gmail.com)

**\* In the box below please provide an explanation of why the nominated individual or group should be considered for a Community Service Award**

---

Mary Carnes has been a dedicated resident of Menifee since 1995 and has made a lasting impact through her leadership, volunteerism, and commitment to strengthening the community. She has been actively involved with the Menifee Arts Council for over ten years and currently serves as its President, after previously holding roles as Vice President, Secretary, and Board Member. Through her work with the Arts Council, she has helped expand opportunities for local artists and promote arts and cultural events throughout the city.

Mary also serves as a Board Member and past Secretary of the Menifee Valley Community Cupboard, where she supports efforts to address food insecurity. She volunteers at the organization's thrift store and assists with events such as Celebrity Karaoke and the Letter Carrier Food Drive. In addition, Mary serves as an Ambassador for the Menifee Valley Chamber of Commerce and is frequently involved in community events across the city.

Known for bringing the community together, Mary hosted the well-known "MaryChrisMess" holiday display for many years, which collected food donations for the Community Cupboard. She continues that tradition of community connection through a large annual Halloween display and by organizing arts and music events that enrich the Menifee community.

**Attach a file**

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1.\_mary\_carnes\_summary.pdf

**Attach a File**

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2.\_mary\_carnes\_application.pdf

**Attach a File**

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3.\_mary\_carnes\_menifee\_matters\_article.pdf

**Attach a File**

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**Attach a File**

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Mary Carnes has been a dedicated resident of Menifee since 1995 and has made a lasting impact through her leadership, volunteerism, and commitment to strengthening the community. She has been actively involved with the Menifee Arts Council for over ten years and currently serves as its President, after previously holding roles as Vice President, Secretary, and Board Member. Through her work with the Arts Council, she has helped expand opportunities for local artists and promote arts and cultural events throughout the city.

Mary also serves as a Board Member and past Secretary of the Menifee Valley Community Cupboard, where she supports efforts to address food insecurity. She volunteers at the organization's thrift store and assists with events such as Celebrity Karaoke and the Letter Carrier Food Drive. In addition, Mary serves as an Ambassador for the Menifee Valley Chamber of Commerce and is frequently involved in community events across the city.

Known for bringing the community together, Mary hosted the well-known "MaryChrisMess" holiday display for many years, which collected significant food donations for the Community Cupboard. Today, she continues that tradition of community connection through a large annual Halloween display and by organizing arts and music events that enrich the Menifee community.

# OUTSTANDING CITIZEN OF THE MONTH NOMINATION FORM

## Welcome!

The City of Menifee proudly honors individuals and organizations whose exceptional contributions strengthen our community through the *Outstanding Citizen Award Program*. Recipients embody the spirit of service, integrity, and dedication that make Menifee a great place to live, work, play, and learn.

Each month, the Mayor and Councilmembers select an Outstanding Citizen, with all monthly recipients automatically considered for *Menifee's Outstanding Citizen of the Year*. The annual award is presented during a City Council meeting each January, with the honoree also nominated for regional recognition programs.

Applications may be submitted online or in-person at City Hall (29844 Haun Rd., Menifee, CA 92586).

## Requirements:

- Nominee may be an individual or an organization
- Nominee must live or work in the City of Menifee

## Nominees Should Reflect the Following Qualities:

- Demonstrates a strong commitment to volunteering
- Creates a positive impact and Upholds honesty and integrity
- Shows dedication to Menifee and concern for others
- Works continually towards the betterment of the community
- Recognized for their community service and contributions on behalf of the welfare of others and the City at large
- Leads the way in making Menifee a great place to live, work, play and learn

## Nominee's Information:

First Name:

Last Name:

Address:

Email:

Phone Number:

## Nominator's Information:

First Name:

Last Name:

Address:

Email:

Phone Number:

## Additional Information:

### **For online applications:**

Click the paperclip icon on the right-hand side to upload any additional documents.

### **For physical applications:**

Attach any additional documents to the back of your application.

ONLINE USE ONLY

Please describe why you are nominating this individual for the Outstanding Citizen Award. Share how they have gone above and beyond to serve the Menifee community, including any notable efforts that help make Menifee a premier place to live, work, visit, or play.

Be sure to include any of the following: community contributions and impact, affiliations with service clubs or organizations (include titles, if any), awards, honors, or achievements received, if applicable.

# LEAVE A LEGACY IN MENIFEE

HONORING 2025 CITIZEN OF THE YEAR

## Mary Carnes

Mary Carnes embodies what it truly means to serve with heart, leaving a legacy defined by generosity, creativity, and service. Having recently celebrated three decades as a Menifee resident, she has given back to the community through her service and leadership in numerous local organizations, including her role as President of Arts Council Menifee, board member of the Menifee Valley Community Cupboard, and ambassador for the Menifee Valley Chamber of Commerce.

Her love for music and art shines in everything she does, inspiring new opportunities for creative expression throughout the city and helping shape Menifee's cultural identity through her arts initiatives. Whether volunteering behind the scenes, organizing food collections, or going above and beyond with festive holiday decorations to spark joy, Mary's efforts are always focused on bringing people together.

"When you give your best every day, you create a community where everyone can thrive."

- Mary Carnes



# WRCOG Community Service Award Nomination Form 2026

COMPLETE

#6

Each year at its annual General Assembly & Leadership Conference, the Western Riverside Council of Governments (WRCOG) recognizes an individual and/or organization that exemplifies community service leadership and outstanding contributions to improving quality of life in Western Riverside County. WRCOG is currently seeking nominations from member agencies for the 2026 recipient(s) of the “WRCOG Community Service Award.”


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  - There are two award categories: individual and group.
- Up to 2 recipients will be selected from each category.

If you have any questions, please do not hesitate to contact me at [jbrambila@wrcog.us](mailto:jbrambila@wrcog.us) or 951-405-6703.

## CREATED

 PUBLIC  
Mar 5th 2026, 5:58:18 pm

## IP ADDRESS

 47.180.154.89

### \* Name of nominator

Mark Terry

### \* Title of nominator

Council Member

### \* Agency of nominator

City of Canyon Lake

### \* Phone number of nominator

9097727238

### \* Email address of nominator

[mterry@canyonlakeca.gov](mailto:mterry@canyonlakeca.gov)

### Select the nominee category:

Individual

### \* Name of nominee

Monica Lyons

### \* Phone Number of nominee

9517445447

**\* Email address of nominee**

---

[thelyonsdenspa@gmail.com](mailto:thelyonsdenspa@gmail.com)

**\* In the box below please provide an explanation of why the nominated individual or group should be considered for a Community Service Award**

---

Monica Lyons should be considered for the WRCOG Community Service Award because she has demonstrated an extraordinary commitment to serving and uplifting the Canyon Lake community and surrounding region. After overcoming a traumatic life event while working as medical staff at a hospital in Los Angeles, Monica and her family made Canyon Lake their permanent home. Since then, she has dedicated herself to improving the lives of others through volunteerism, community leadership, and charitable outreach.

Monica played a key role in expanding the City of Canyon Lake Turkey Drive, helping increase donations from just 16 turkeys in 2023 to 376 turkeys in 2025 for families in need. She also founded the City of Canyon Lake Pet Blanket Drive, which has grown from 190 blankets in 2022 to over 2,100 blankets in 2025 for animals at Animal Friends of the Valleys.

Through her businesses, Monica consistently supports nonprofit organizations by providing free services to families battling cancer, Habitat for Humanity homeowners, veterans, and elderly residents. Her leadership, compassion, and ability to mobilize volunteers and resources have created lasting positive impacts across multiple communities. Monica's dedication to service exemplifies the true spirit of community leadership.

**Attach a file**

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wrcog\_2026\_community\_service\_award\_helping\_hands.pdf

**Attach a File**

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wrcog\_2026\_community\_service\_award\_03.05.2026mt\_002.pdf

**Attach a File**

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wrcog\_2026\_community\_service\_award\_03.05.2026ab.pdf

**Attach a File**

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wrcog\_2026\_community\_service\_award\_afv.pdf

**Attach a File**

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wrcog\_2026\_community\_service\_award\_jeff\_bill.pdf



[www.canyonlakeca.gov](http://www.canyonlakeca.gov)

☎ 951.244.2955

☎ 951.246.2022

March 5, 2026

Western Riverside Council of Governments (WRCOG)  
1955 Chicago Ave  
Riverside, CA 92507

RE: WRCOG Community Service Award Nomination 2026

To Whom It May Concern,

It is my distinct honor, as the City Manager of the City of Canyon Lake, to offer my strongest possible recommendation for Monica Lyons for the WRCOG Community Service Award.

In municipal leadership, we frequently speak about community engagement, volunteerism, and the value of civic-minded residents. Yet, on rare occasions, an individual emerges whose commitment to service consistently exceeds expectations and whose presence becomes synonymous with community compassion. Monica Lyons is one of those individuals.

Within Canyon Lake, Monica has become a constant and highly visible force in nearly every charitable and nonprofit effort connected to our city. Whether the initiative originates from a local organization, a regional nonprofit, or a city-supported community effort, it is remarkably common to see Monica already involved—often before anyone even thinks to ask for help. Her participation is not occasional or symbolic; it is sustained, enthusiastic, and deeply impactful.

What stands out most is the consistency with which she shows up for others. Time and again, when our city mobilizes to support families in need, assist vulnerable residents, provide aid to local charities, or strengthen community partnerships, Monica is there organizing, encouraging participation, and helping translate good intentions into meaningful results. The scale of the initiatives she supports continues to grow, but even more impressive is the spirit with which she approaches each effort. Her focus is never recognition; it is service.

From the perspective of city leadership, individuals like Monica are invaluable. Municipal governments work hard to foster strong communities, but the true strength of a city ultimately lies in residents who voluntarily step forward to care for their neighbors. Monica exemplifies that spirit. Her ability to inspire others to participate, collaborate across organizations, and contribute tangible support has amplified the reach of many charitable efforts connected to our city. The result is a ripple effect that benefits not only Canyon Lake, but communities throughout the region.



[www.canyonlakeca.gov](http://www.canyonlakeca.gov)

☎ 951.244.2955

☎ 951.246.2022

It is also worth noting the remarkable frequency with which Monica is present in these efforts. In my role, I observe numerous community initiatives each year, and it has become almost expected that Monica will be involved in some capacity. Her reliability, generosity, and enthusiasm have made her a trusted and respected partner among nonprofits, volunteers, and civic leaders alike. Quite simply, when there is an opportunity to help others, Monica Lyons is almost always there.

As City Manager, I have had the privilege of witnessing firsthand the profound difference one dedicated resident can make. Monica's ongoing commitment to community service has elevated charitable initiatives, strengthened partnerships with nonprofit organizations, and inspired others to become more engaged in serving their neighbors. Her presence has become a defining element of the culture of generosity that Canyon Lake is proud to embody.

For these reasons, I offer my wholehearted support for her recognition with the WRCOG Community Service Award. Monica Lyons represents the very best of community leadership, quietly effective, consistently generous, and deeply committed to improving the lives of others. Our city is better because of her.

Respectfully,

Arron Brown  
City Manager, City of Canyon Lake



To whom it may concern:

I am writing to recommend Monica Lyons for the Community Service Award. As a volunteer Director of the Canyon Lake Property Owners Association, I have witnessed Monica's unwavering commitment to her community and her generosity toward those less fortunate. Her volunteer efforts are genuine and not motivated by recognition, unlike many others.

Monica has organized food drives for Helping Hands, a charitable organization supporting people in need. What began as a program collecting 16 turkeys during the holidays four years ago has grown into over 360 turkeys donated in the past year alone. Her work with Animal Friends of the Valley is equally impressive, increasing donations from 19 bags of blankets, toys, and food for stray animals to over 200 bags over the same time period.

Beyond these two agencies, Monica has donated time, support, funds, and volunteered with several organizations, including but not limited to:

- Habitat for Humanity
- Temecula Sustains
- Michelle's Place
- Two separate women's shelters – which are unnamed due to safety and security reasons
- Hemet Beautiful
- Paws for Laws
- National Night Out - Menifee

During the COVID pandemic, Monica assisted elderly residents by providing food and care for both the elderly and disabled in the community.

Through her company, Yard Fresh, she offered free services to the elderly and disabled who struggled to care for their pets—often their only companions in difficult situations. She has also collaborated with various local clubs and organizations by supporting fundraising efforts through giving of her time, products, and financial donations.

On a personal level, Monica has helped me with community events in Canyon Lake. Whenever I needed help organizing events, she always found solutions, even engaging her family when necessary.

I can truly say I have never met anyone who gives so selflessly without expecting anything in return. Her infectious energy and compassion are qualities that inspire us all.

Sincerely,

Jeff Bill  
Senior VP - Operations



March 3, 2026

Mr. Terry,

It is with great enthusiasm that our CEO, Mo Middleton and myself, Beth Soltysiak Director of Development and of course our staff here at AFV congratulate Monica Lyons on the prestigious WRCOG Citizen Award. What a perfect candidate and what an honor to write this letter.

Ms. Lyons, Monica has been a true partner, supporter and volunteer to Animal Friends of the Valleys since 2022. She was instrumental in initiating the Canyon Lake Holiday Blanket Drive for the animals here at AFV. She wanted to make sure all the animals had a warm blanket during their stay here in the shelter. During the first year, she along with her husband Troy and son went door to door, business to business in Canyon Lake to gather over 82 large leaf bags full of blankets and towels. The largest donation of this sort ever at AFV. This year not knowing if her efforts would surpass the prior years numbers she collected over 163 bags, three trucks full of donations. That takes more than passion. Unbelievable!

While running her business, Yard Fresh Pet Waste Management and her new endeavor The Lyons Den, Monica never forgot the needs of the animals here at AFV. She makes time, sponsors, offers treasure and talents at every AFV fundraising event. She has even helped collect auction items that make AFV's events exciting and memorable. And once again all this while tending her personal life and expanding her Canyon Lake Business presence.

During AFV's discussions with business owners, city leaders and chamber members when Monica's name came up we found she was also active in supporting these civic organizations as well. Where does she find the time?

Monica is a valued supporter, volunteer and more than a friend to us at AFV. Her focus, drive, determination and entrepreneurial strengths allow her to be successful in family, business, her communities and in her passion to help everyone she comes in contact with including AFV.

On behalf of Mo Middleton, myself and the entire AFV family we want to thank Monica Lyons and her family for the support and friendship she has offered to us. We are privileged to call her our friend.

These are the attributes that make Monica Lyons the most deserving winner of the WRCOG Citizen of the Year Award. Congratulation!

Thank you,

Beth Soltysiak

Director of Development

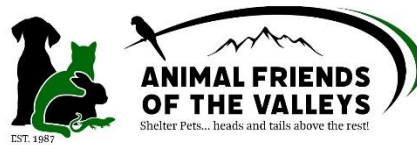
[beth@afv.org](mailto:beth@afv.org) 951-805-6239

&

Mo Middleton

Executive Director/Chief Animal Control Officer

E: [mm@afv.org](mailto:mm@afv.org)





04 March 2026

Mr. Mark Terry, Mayor  
City of Canyon Lake  
31516 Railroad Canyon Road  
Canyon Lake, CA 92587

Mark:

It is my privilege to offer this letter of recommendation for Monica Lyons in recognition of her outstanding service to the community of Canyon Lake.

Monica organized and managed the highly successful turkey collection drive coordinated through the Canyon Lake Mayor's Office last Thanksgiving. Her efforts brought together residents, volunteers, and local organizations in a meaningful way, resulting in a tremendous outpouring of generosity that directly benefited families and seniors in need.

From the perspective of Helping Hands, we witnessed firsthand Monica's ability to mobilize the community around a cause that truly mattered. Her organization, dedication, and attention to detail ensured that the turkey drive was not only successful but also efficient and well-coordinated. The impact of her work extended far beyond the event itself, helping ensure that many of our neighbors were able to enjoy a warm Thanksgiving meal.

What stood out most was Monica's genuine commitment to serving others. She demonstrated a strong sense of civic responsibility and a clear passion for bringing people together for the good of the community.

On behalf of Helping Hands, I am grateful for Monica's role she played in making the Thanksgiving food drive such a success. It is individuals like Monica Lyons who strengthen the bonds of our community and make Canyon Lake a better place to live. I strongly support her nomination and commend her for this well-deserved recognition.

Sincerely,

Larry Evans, President  
Helping Hands Group

31566 Railroad Canyon Road -- Canyon Lake CA 92587 -- 951-821-6080

# WRCOG Community Service Award Nomination Form 2026

COMPLETE

#2

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If you have any questions, please do not hesitate to contact me at [jbrambila@wrcog.us](mailto:jbrambila@wrcog.us) or 951-405-6703.

## CREATED

 PUBLIC  
Mar 2nd 2026, 5:32:06 pm

## IP ADDRESS

 172.248.120.14

### \* Name of nominator

Eric Cundieff

### \* Title of nominator

Councilman/WRCOG

### \* Agency of nominator

Calimesa

### \* Phone number of nominator

9099369259

### \* Email address of nominator

[ecundieff@calimesa.gov](mailto:ecundieff@calimesa.gov)

### Select the nominee category:

Individual

### \* Name of nominee

Chris Rekstad

### \* Phone Number of nominee

8402512734

**\* Email address of nominee**

---

[chris\\_rekstad@ycjUSD.us](mailto:chris_rekstad@ycjUSD.us)**\* In the box below please provide an explanation of why the nominated individual or group should be considered for a Community Service Award**

---

Chris has dedicated over 20 years of his life to teaching and shaping our young children from Calimesa into productive, caring, and responsible young adults. He has risen to the position of principal at one of our local schools and his commitment to supporting and improving the quality of education is second to none. I have attended several events at his school over the last few years and have been impressed each time with the level of involvement and leadership skills from his students of all grade levels. The hours he has selflessly donated and given happily to improve each child's life is priceless. Chris exemplifies what all educators and principals should be. Chris is also one of the founders of Whole Brain Teachers of America, an education reform movement which provides free seminars to educators aimed to promote peaceful classrooms. Chris was also selected as teacher of the year for 2021-2022, San Bernardino Superintendent of schools.

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**Attach a File**

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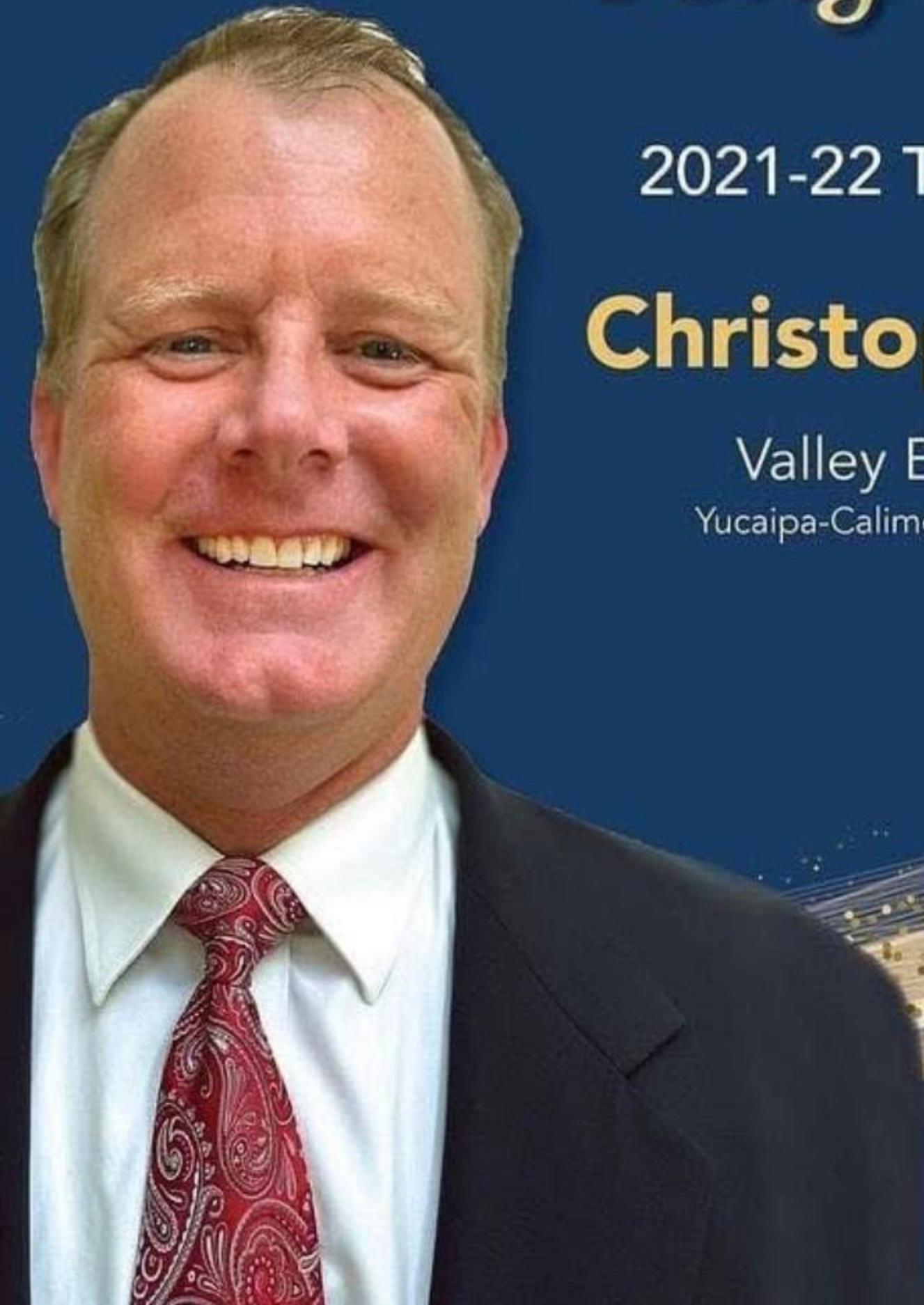
# Congratulations

2021-22 Teacher of the Year



## Christopher Rekstad

Valley Elementary School  
Yucaipa-Calimesa Joint Unified School District



# ***ABOUT US***

Whole Brain Teachers of America is a grass roots, education reform movement begun in 1999 by three Southern California teachers: Chris Biffle, Jay Vanderfin, and Chris Rekstad. Since then we have been joined by a dedicated group of K-12 educators who form our Executive Board.

In the last 15 years, we have given free seminars to 50,000 educators representing 1,500,000 students. Our Amazon.com best sellers, *Whole Brain Teaching for Challenging Kids* and *Whole Brain Teaching: 122 Amazing Games!* have been translated into Chinese and Korean. WBT's YouTube videos, broadcast to 200 countries, have received over 7,000,000 views.

[WholeBrainTeaching.com](http://WholeBrainTeaching.com) is one of the world's largest, free, education websites.

WBT rests upon the principle that teachers at every level share the same difficulties: students lack discipline, background knowledge and problem solving skills. From kindergarten to college, instructors face pupils who have difficulty with reading and writing. Nonetheless, our students respond to challenges, enjoy well-designed learning games, and can make, in the proper setting, astonishing educational progress.

Our goal is to create peaceful classrooms full of orderly fun. Tens of thousands of educators around the world believe we're on the right track.

# WRCOG Community Service Award Nomination Form 2026

COMPLETE

#5

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## CREATED

 PUBLIC  
Mar 3rd 2026, 6:23:10 pm

## IP ADDRESS

 207.243.183.2

### \* Name of nominator

Stephanie Vasquez

### \* Title of nominator

Assistant to the City Manager

### \* Agency of nominator

City of Eastvale

### \* Phone number of nominator

9517034424

### \* Email address of nominator

[svasquez@eastvaleca.gov](mailto:svasquez@eastvaleca.gov)

### Select the nominee category:

Organization

### \* Name of nominee

Eastvale Chinese American Association

### \* Phone Number of nominee

6263185556

**\* Email address of nominee**

---

[eastvalechinese@gmail.com](mailto:eastvalechinese@gmail.com)**\* In the box below please provide an explanation of why the nominated individual or group should be considered for a Community Service Award**

---

The Eastvale Chinese American Association (ECAA) is nominated as Community Group of the Year for its steady leadership in creating and supporting events and programs that improve life for Eastvale residents and visitors. The ECAA was a key partner in launching Eastvale's annual Lantern Festival, now in its sixth year, which draws thousands from Eastvale and across Riverside County each year. The ECAA also hosts the annual Mid-Autumn Festival, offering a vibrant space where Asian cultures are shared through tradition, performances, and culinary experiences. These signature events bring people together, promote civic engagement through volunteerism, and expand economic opportunities for businesses.

Since 2018, ECAA volunteers continuously support numerous community events with professionalism, dedication, and positivity. Notably, the ECAA manages the bike valet service at City of Eastvale street events, helping families attend safely and making biking feel easy and accessible. The ECAA also provides a diverse schedule of community classes (dance, floriculture, gardening, Mandarin, and more) helping create opportunities for learning, connection, and belonging for participants of all ages.

We are truly grateful for ECAA's dedication; they have truly helped to enhance the quality of life across the region, making Eastvale an inviting place for both residents and visitors alike.

**Attach a file**

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ecaa\_lantern\_festival\_2026.jpg

**Attach a File**

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ecaa\_\_county\_supervisor.png

**Attach a File**

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ecaa\_midautumn\_festival.png

**Attach a File**

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2026\_lantern\_festival\_\_ins.pdf

**Attach a File**

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ecaa\_\_dance\_workshops.png



# Eastvale Chinese American Association Mid-Autumn Festival and Dinner Banquet



cityofeastvale [Follow](#)



cityofeastvale 181w  
This Saturday the Eastvale Chinese American Association hosted their annual Mid-Autumn Festival and Dinner Banquet! Residents throughout the region attended this free festival to enjoy live performances by ECAA clubs, bounce houses, craft vendors, cultural showcases of floral design and calligraphy, and Chinese paintings and photography!

The City of Eastvale was fortunate enough to have a booth at the festival and attend their beautiful Dinner Banquet. ECAA was kind enough to present the Eastvale City Council with awards at the dinner banquet. Council and staff were able to enjoy a fun night of delicious food and wonderful performances.

Great job on the Mid-Autumn Festival,



September 12, 2022

[Log in](#) to like or comment.

145



Hello Eastvale! Eastvale Chinese American Association and The Eastvale Library are bringing Asian cultural showcases and lectures back to the city! Due to construction at the library, our cultural showcases have moved to city hall. Don't miss out on these FREE and exciting workshops appropriate for all ages! This weekend, August 24th at 10:00am, we will be having a lecture on the traditional Cambodian (Khmer) dance. Join us to learn about this culture practice and gain knowledge about the country!

Thank you Eastvale Chinese American Association and Eastvale Library for continuing this wonderful summer program!

Hosted by ECAA &  
Eastvale City  
Library

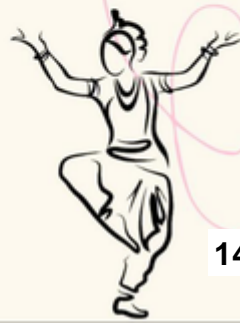


# LEARN ABOUT CAMBODIAN DANCE

24 August, 2024 @10 am

Learn about the Tep Aspara and Chuon Por Dances to see the importance and influence of Cambodian traditional dance to modern times!

12363 Limonite Ave, Suite  
#900, Eastvale, CA 91752





2026 YEAR OF THE HORSE

ST. ANTHONY



Supervisor Spiegel

# Supervisor Spiegel at the Eastvale Chinese American Association's Mid-Autumn Festival Dinner Banquet

Staff Directory

October 15, 2023

Supervisor Spiegel attended the Eastvale Chinese American Association's Mid-Autumn Festival Dinner Banquet. She was immersed in the festive spirit, savoring authentic Chinese dishes and enchanted by traditional Chinese art performances. Thank you to the association for preserving and sharing such cherished traditions.





# LANTERN FESTIVAL



**FEBRUARY 21 & 22, 2026**

**11 AM - 8 PM | 11 AM - 7 PM**

**7447 SCHOLAR WAY, EASTVALE**

# WRCOG Community Service Award Nomination Form 2026

COMPLETE

#4

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## CREATED

 PUBLIC  
Mar 3rd 2026, 4:47:12 pm

## IP ADDRESS

 69.75.178.2

### \* Name of nominator

Crystal Ruiz

### \* Title of nominator

Mayor

### \* Agency of nominator

City of San Jacinto

### \* Phone number of nominator

9512821895

### \* Email address of nominator

[cr Ruiz@sanjacintoca.gov](mailto:cr Ruiz@sanjacintoca.gov)

### Select the nominee category:

Organization

### \* Name of nominee

LCA Metals

### \* Phone Number of nominee

9514436706

**\* Email address of nominee**

---

[corona@lcametals.com](mailto:corona@lcametals.com)

**\* In the box below please provide an explanation of why the nominated individual or group should be considered for a Community Service Award**

---

LCA Metals has a strong and growing presence in San Jacinto and as a leader in metal building design and fabrication. Agustin Corona is one of the owners and is the most supportive business of the city's special events in San Jacinto. LCA has monetarily supported every special event that the city delivers to its community and most of the time is the title or premium sponsor. Over the past three years, LCA has sponsored and headlined the following events on an annual basis: San Jacinto State of the City; Kool August Nights Concerts at the Mansion; Candy Cane Lane on Main; and the Independence Day Parade and Street Festival. Also for the past three years, LCA has built and provided the float for the San Jacinto City Council to participate in the Hemet Christmas Parade. Agustin and LCA Metals are truly connected to the San Jacinto community and a vital partner in the city's ability to improve the quality of life in San Jacinto through its special event portfolio. LCA Metals commitment of well over \$100,000 in special event sponsorships has allowed the city to produce high quality events for residents.

**Attach a file**

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**Attach a File**

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**Attach a File**

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**Attach a File**

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# WRCOG Community Service Award Nomination Form 2026

COMPLETE

#3

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If you have any questions, please do not hesitate to contact me at [jbrambila@wrcog.us](mailto:jbrambila@wrcog.us) or 951-405-6703.

## CREATED

 PUBLIC  
Mar 3rd 2026, 2:37:41 pm

## IP ADDRESS

 23.240.173.236

### \* Name of nominator

Lori Stone

### \* Title of nominator

Councilwoman

### \* Agency of nominator

City of Murrieta

### \* Phone number of nominator

9512650981

### \* Email address of nominator

[lstone@murrietaca.gov](mailto:lstone@murrietaca.gov)

### Select the nominee category:

Organization

### \* Name of nominee

Rotary of Murrieta

### \* Phone Number of nominee

9512650981

**\* Email address of nominee**

---

[drjimrotary@gmail.com](mailto:drjimrotary@gmail.com)

**\* In the box below please provide an explanation of why the nominated individual or group should be considered for a Community Service Award**

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The Rotary Club of Murrieta is dedicated to community engagement, humanitarian service, and projects that enhance the well-being of Murrieta residents and the surrounding region.

Through its vocational services, Rotary provides \$8,000 in scholarships to deserving students and more than \$12,000 in teacher grants to support local classrooms. The club also serves seniors at the Murrieta Senior Center by hosting free lunches, ice cream socials, and high tea events. For many seniors, the lunches provided by Rotary are their primary meal of the day.

Rotary proudly supports the Murrieta Educational Foundation for the Arts and funds visual arts programs for middle and high school students in the Murrieta Unified School District. Middle school students also learn CPR through Rotary's Interact Club initiatives.

For seven months each year, Rotary prepares for the Field of Honor during Veterans Week in partnership with the City of Murrieta, Murrieta Unified School District, and local businesses. The event honors veterans, police, and firefighters with special gatherings, educational docent programs, and a moving candlelight ceremony featuring letters written during wartime.

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# WRCOG Community Service Award Nomination Form 2026 COMPLETE #1

Each year at its annual General Assembly & Leadership Conference, the Western Riverside Council of Governments (WRCOG) recognizes an individual and/or organization that exemplifies community service leadership and outstanding contributions to improving quality of life in Western Riverside County. WRCOG is currently seeking nominations from member agencies for the 2026 recipient(s) of the “WRCOG Community Service Award.”

If you would like to nominate an individual and/or organization, complete this form by 5:00 pm on Sunday March 8. All nominations are due at this time via this form.

Only elected officials from WRCOG’s member agencies and members of the Technical Advisory Committee (TAC) can submit nominations. The recently updated nomination guidelines are as follows:

- Recipient exhibits exemplary volunteerism;
  - Recipient is not a current elected public official;
  - Recipient is not currently employed by a WRCOG member agency; and
  - There are two award categories: individual and group.
- Up to 2 recipients will be selected from each category.

If you have any questions, please do not hesitate to contact me at [jbrambila@wrcog.us](mailto:jbrambila@wrcog.us) or 951-405-6703.

### CREATED



PUBLIC  
Feb 15th 2026, 8:12:51 pm

### UPDATED



JULIAN BRAMBILA  
Feb 26th 2026, 11:51:50 am

### IP ADDRESS



172.248.166.52

#### \* Name of nominator

Lori Stone

#### \* Title of nominator

Councilmember

#### \* Agency of nominator

City of Murrieta

#### \* Phone number of nominator

9512650981

#### \* Email address of nominator

[lstone@murrietaca.gov](mailto:lstone@murrietaca.gov)

#### Select the nominee category:

Organization

#### \* Name of nominee

Rotary of Murrieta

#### \* Phone Number of nominee

9512650981

**\* Email address of nominee**

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[drjimrotary@gmail.com](mailto:drjimrotary@gmail.com)

**\* In the box below please provide an explanation of why the nominated individual or group should be considered for a Community Service Award**

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The Murrieta Rotary Club is dedicated to community engagement, humanitarian service, youth development, and global outreach. With 47 active members, every Rotarian volunteers generously to improve lives locally and worldwide. Vocationally, the club awards scholarships, including two \$4,000 trade/technical scholarships and \$7,000 for career technical education. It honors local police, fire, city leaders, and hospital professionals, and sponsors student music and speech competitions. Community service includes over \$12,000 in teacher grants, literacy funding with a 97% success rate, support for homeless and foster youth, and partnerships with organizations such as Voices for Children and Rose Again Foundation. Signature projects include ChildSpree (200+ children receiving school clothes), Feed the Harvest (Thanksgiving meals and 200+ food baskets), senior socials, CPR training, and financial support for arts, athletics, and special needs programs. The club co-sponsors the annual Field of Honor, recognizing veterans and educating thousands of students. Youth programs include Student of the Month scholarships, four Interact Clubs, RYLA and PRYDE camps, and graduation gifts for continuation students. Internationally, the club supports projects in Mexico, Uganda, Taiwan, and disaster relief through ShelterBox. Through strong fellowship and environmental initiatives, Murrieta Rotary fosters unity, service, and lasting community impact

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# WRCOG Community Service Award Nomination Form 2026

COMPLETE

#8

Each year at its annual General Assembly & Leadership Conference, the Western Riverside Council of Governments (WRCOG) recognizes an individual and/or organization that exemplifies community service leadership and outstanding contributions to improving quality of life in Western Riverside County. WRCOG is currently seeking nominations from member agencies for the 2026 recipient(s) of the “WRCOG Community Service Award.”


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  - There are two award categories: individual and group.
- Up to 2 recipients will be selected from each category.

If you have any questions, please do not hesitate to contact me at [jbrambila@wrcog.us](mailto:jbrambila@wrcog.us) or 951-405-6703.

## CREATED

 PUBLIC  
Mar 9th 2026, 3:22:02 pm

## IP ADDRESS

 76.81.34.190

### \* Name of nominator

Aaron Adams

### \* Title of nominator

City Manager

### \* Agency of nominator

City of Temecula

### \* Phone number of nominator

9516946419

### \* Email address of nominator

[aaron.adams@temeculaca.gov](mailto:aaron.adams@temeculaca.gov)

### Select the nominee category:

Organization

### \* Name of nominee

Mission Hope

### \* Phone Number of nominee

9514441404

**\* Email address of nominee**

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[info@missionhope.com](mailto:info@missionhope.com)

**\* In the box below please provide an explanation of why the nominated individual or group should be considered for a Community Service Award**

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The Temecula Valley nonprofit Mission Hope truly serves the "least, lost, and last." Through their Food Pantry, Family Housing, Resource Center, and Empowerment Village, MH creates positive change in our community. The City of Temecula often contacts Mission Hope for help with our most challenging cases of individuals experiencing homelessness. Mission Hope taps into its unparalleled network of compassionate staff, partner organizations, donors, and volunteers to truly meet us where the challenge is. We recently connected MH with a single mother ("M") with three children and expecting her fourth, all living in her vehicle. They became homeless when her toddler's father kicked them out of his garage, where they had been living. Every day after school, M drove her older two children 45 minutes one way to leave them with family, then left the youngest with the child's father before working the late shift at a local fast food restaurant. After work, she had to pick them up before they all slept in the car. MH connected her to a network of resources including prenatal care and, most importantly, housing. Thanks to MH, this family now has secure housing and a much greater chance of leading happy, safe, successful lives.

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## Western Riverside Council of Governments WRCOG Executive Committee

### Staff Report

**Subject:** I-REN Energy Fellowship 2026/2027 Program Service Year  
**Contact:** Tyler Masters, Program Manager, [tmasters@wrcog.us](mailto:tmasters@wrcog.us), (951) 405-6732  
**Date:** April 6, 2026

#### **Recommended Action(s):**

1. Receive and file.

#### **Summary:**

The Inland Regional Energy Network (I-REN) Energy Fellowship Program host agency application process is open March 19, 2026, through May 14, 2026.

#### **Purpose / WRCOG 2022-2027 Strategic Plan Goal:**

The purpose of this item is to share information on the success of the I-REN Energy Fellowship Program over the past three years, as well as to provide information on the upcoming program years' application process. This effort aligns with WRCOG's 2022-2027 Strategic Plan Goal #6 (Develop and implement programs that support resilience for our region).

#### **Discussion:**

#### **Background**

The I-REN Energy Fellowship Program, a partnership with CivicSpark, an AmeriCorps Program, has a goal to place up to 27 Fellows within public agencies in the Inland Empire. Fellows are college or university students / alumni with at least an associate's degree who have submitted an application, been interviewed, and ultimately selected by interested public sector agencies in the I-REN subregion. Fellows are placed with a public sector agency full-time for 11 months to provide energy efficiency project support, at no cost to the agency. While participation comes at no cost to public sector agencies, these Fellows are provided a living stipend of \$37,000 annually. This stipend is covered by I-REN on behalf of the agency that is receiving the support.

The Fellowship Program launched in 2023 with a total of 11 Fellows deployed at 11 separate agencies throughout the subregions of all three local I-REN COG partners. The first cohort of Fellows were able to participate in a trip to the ESRI Campus in the City of Redlands, as well as the 15th Annual California Climate and Energy Collaborative Forum, as part of their energy efficiency and networking skill building. One of the main recommendations from the Fellows for future Program improvement was to increase

opportunities in energy efficiency education, professional growth, and networking experiences, within the field. The Workforce Education & Training (WE&T) team responded to that feedback by developing a robust schedule focused on tours and educational experience for the 2024 Fellowship cohort and beyond.

The 2024-2025 Program service year saw a marked increase in both interest from potential Fellows as well as agencies interested in utilizing Fellows' support. A total of 14 Fellows were recruited and placed across 12 agencies. This cohort started in September 2024. Five agencies agreed to continue hosting a Fellow and six new agencies applied for assistance. There were also four, second-year Fellows within the 2024 cohort who continued to work in their prior agency. To provide additional professional growth opportunities, the WE&T team had scheduled six energy efficiency excursions for the Fellows and invited them to attend multiple conferences, workshops, and additional events in an effort to increase networking opportunities, as well as educational and professional growth. Each event was coordinated by a WE&T team member and by a current Fellow working within WRCOG whom had taken on a lead role in managing these events. Every Fellow was provided an opportunity to grow not only in their energy efficiency experience but also gain access to better understand how public agencies function, budget, plan, and even manage issues on a daily basis. Agencies that host a Fellow were provided support and capacity to implement energy efficiency projects at no cost to the host agency. Throughout 2025, seven Fellows utilized their experience and were hired on at associated agencies throughout the region.

The 2025-2026 Program service year saw remarkable success in the fall with 24 Fellows starting their service year in 17 various agencies within the Inland Empire. As of January 2026, the Program recently on-boarded an additional eight Fellows, serving eight-month terms, at six agencies within the Inland Empire. In total, there are 32 Fellows serving at 23 public sector agencies within the region. This is the largest cohort of I-REN Energy Fellows and Public Sector agencies who have participated in our Fellowship Program since inception.

### **Present Situation**

The 2026-2027 application period for agencies is open March 19 - May 14, 2026. Agencies interested in hosting a Fellow for the upcoming service year can fill out applications at <https://civicsparkfellowship.org/partnership-opportunities>. The WE&T team is expected to see continued marked growth in the number of agencies that apply and want to participate. Multiple marketing strategies have been discussed, and outreach is expected to be even more effective based on current results of the Fellowship Program. Once applications have been completed, each host agency will have the opportunity to interview and select from highly qualified candidates whose interests and expertise align with local host agency projects. Fellows will start at their selected location in September 2026.

The latest data has shown that Fellows have supported 21 projects in the Public Sector Cash for Kilowatts Incentive Program. This amounts to \$2.2M in incentives and a lifetime utility bill savings of \$7.4M. The Fellowship Program is not only providing valuable support for agencies within the region but is also providing an avenue to increase energy savings and participation in the Public Sector project pipeline. The host sites are receiving no-cost project management and potential energy savings through their involvement.

As a whole, the Fellowship Program was designed to place highly engaged individuals into public sector positions to gain experience and an opportunity to practice energy-related work, but the end result has

impacted both the site agencies and the energy efficiency landscape in a much more meaningful way. The correlation between the sectors has resulted in a synergy that allows the WE&T Sector to realize actual energy efficiency savings which further encourages the need for more Fellows to be placed within the region.

The WE&T team is continuing to collaborate with consultants and various outside groups, educational institutions, and workforce organizations to continue to pursue higher involvement from both sides of the application process.

**Prior Action(s):**

**March 19, 2026:** The Technical Advisory Committee received and filed.

**Financial Summary:**

Activities related to I-REN are included under the I-REN Fund (Fund 180) in the Fiscal Year 2025/2026 budget. Fellows are currently being programmed and included in the Fiscal Year 2026/2027 budget.

**Attachment(s):**

None.



## Western Riverside Council of Governments WRCOG Executive Committee

### Staff Report

**Subject:** Approval of Updated Personnel Policies Related to WRCOG Employee Leave Benefits

**Contact:** Christopher Gray, Deputy Executive Director, [cgray@wrcog.us](mailto:cgray@wrcog.us), (951) 405-6710

**Date:** April 6, 2026

#### **Recommended Action(s):**

1. Recommend that the Executive Committee approve the following updated personnel policies:

- A. X.1 Employee Leave Benefits: Paid Time Off Policy
- B. X.2 Employee Leave Benefits: Holidays
- C. X.3 Employee Leave Benefits: Family Medical Leave and Pregnancy Disability
- D. X.5 Employee Leave Benefits: Military Leave
- E. X.6 Employee Leave Benefits: Catastrophic Voluntary Time Bank Program

2. Approve a budget amendment appropriating approximately \$450,000 from the General Fund balance to fund the one-time leave cash-outs associated with implementation of the Paid Time Off Policy, and authorize the Executive Director or designee to take all necessary administrative actions to implement the Policy, including verification of leave balances and processing of associated payouts.

#### **Summary:**

At the direction of, and with approval from, the Administration & Finance Committee, staff have prepared five revised policies for Executive Committee review and approval. These policies reflect updates since the last Executive Committee adoption in August 2021, including changes to employee leave benefits, holiday provisions, voluntary time bank procedures, family and medical leave, and military leave. The proposed revisions are intended to align with current legal requirements and best practices, and to address operational needs identified since the prior policy adoption.

#### **Purpose / WRCOG 2022-2027 Strategic Plan Goal:**

The purpose of this item is to request approval of updated personnel policies. This item aligns with WRCOG's 2022-2027 Strategic Plan Goal #7 (Provide a safe, inclusive environment that values employees) by ensuring that WRCOG's personnel policies governing employee leave, holidays, voluntary time bank, family and medical leave, and military leave are current, legally compliant, and responsive to the evolving needs of the workforce.

## **Discussion:**

### **Background**

The last set of leave-related personnel policies approved by the Executive Committee in August 2021 reflected a comprehensive review to ensure alignment with then-current legal requirements and best practices. Updates at that time included legal compliance adjustments in areas such as the Family and Medical Leave Act and the California Family Rights Act, as well as the addition of Juneteenth as a paid holiday. Most changes were characterized as non-substantive, focusing on clarifying employment practices and leave procedures rather than introducing major structural revisions. The 2021 policies served as the operational framework for employee leave, holidays, voluntary time bank, family and medical leave, and military leave.

Since 2021, several challenges have emerged. In some cases, the language related to employee has changed significantly with additional State and Federal legislation and regulations. In other cases, the challenges have been operational. Under the current system, the majority of WRCOG employees accrue both vacation and sick leave. While vacation has unlimited use, sick leave does not. Additional leave benefits that have been provided include emergency sick leave for new employees. These additional leave types have complicated Agency administration due to the need to track multiple leave types. Another operational issue is related to caps on leave accruals. In 2023, the Executive Director instructed staff to remove caps on sick leave, which allowed employees to accrue sick leave which they otherwise would have been entitled to had the adopted policies been followed. The total number of sick leave hours in excess of the caps is approximately 4,500 across all WRCOG employees.

To address these issues, staff have commenced on a comprehensive personnel policy update. Staff are being assisted by BB&K and MRG, a consulting firm with experience in agency management and human resources. An initial set of policies were drafted by MRG, then reviewed by staff, and then reviewed by BB&K. Once these policies were finalized, they were distributed to a Policy Ad Hoc Committee whose members consist of:

- Mike Lara (Beaumont)
- Brian Tisdale (Lake Elsinore)
- Mark Terry (Canyon Lake)
- Christian Dinco (Eastvale)
- Bob Karwin (Menifee)

The policies submitted for consideration today have been reviewed and approved by the Ad Hoc Committee during its January 14, 2026, February 14, 2026, and March 11, 2026, meetings. As part of the discussions with the Ad Hoc Committee, staff shared current leave accrual rates, caps, and cash-out policies. This analysis determined that the proposed leave policies for WRCOG were consistent with member agencies.

The Ad Hoc Committee approved the policies as presented by staff at the March 11, 2026, meeting with the exception of the Paid Time Off (PTO) Policy. The Ad Hoc Committee discussed whether or not the approved caps on sick leave should be applied when implementing PTO. The Ad Hoc Committee provided direction to staff to implement caps on sick leave when converting existing leave hours to PTO.

When these policies were brought to the Administration & Finance Committee, the policies were approved as presented except for the PTO Policy. The discussion focused on the issue of sick caps when converting existing leaves hours to PTO. The Ad Hoc Committee directed staff to modify the PTO Policy so that the sick leave caps are not applied during the conversion process so that employees do not lose leave hours. The Leave Conversion Chart (Attachment #6) reflects the PTO conversion process approved by the Administration & Finance Committee.

### **Present Situation**

Policy X.1 Employee Leave Benefits: Paid Time Off: The proposed PTO Policy introduces a consolidated leave structure that replaces the previous system of separate accruals for vacation, sick leave, and personal days, as established in the 2021 manual. Under the new Policy, employees will accrue PTO at a unified rate, with a revised maximum accrual cap designed to promote regular use of leave and minimize large carryover balances. Existing Annual Leave, Vacation, and Sick Leave will all be converted into PTO.

Leave caps will be reinstated once this conversion is completed. Based on preliminary estimates, 10 - 15 of WRCOG's employees (30% - 40% of the total full-time employees) will be over the PTO caps. Since the new PTO Policy stops PTO accruals once an employee reaches the cap, employees who are over the cap would be prevented from accruing additional PTO. To prevent employees from being adversely affected by this change, there will be a mandatory cash-out of all accrued leave balances exceeding the new cap, along with an option for employees to voluntarily cash out up to 80 additional hours. Once that cash-out occurs, employees will no longer be allowed to exceed the PTO cap, and the Policy, which stops leave accruals once the cap is reached, will be applied uniformly. The financial impact of these proposed policy changes occurs because of the application of the PTO caps and the mandatory buy-outs that are required to bring the employees below the proposed caps.

Procedures for requesting and approving PTO have been clarified to ensure consistency and transparency across all departments. The revised Policy also addresses the treatment of PTO during protected leaves, aligning with federal and state requirements, and specifies the process for donating PTO hours to the Catastrophic Voluntary Time Bank Program. Compared to the 2021 manual, these changes reflect a shift toward greater flexibility for employees while supporting operational planning and compliance with current legal standards. The updated approach is intended to streamline leave administration and better accommodate both employee needs and Agency requirements.

This Policy is the most consequential changes to WRCOG's current operations and has several significant impacts. First, a new type of leave (PTO) will be created in our payroll system. Other leave types, such as Annual Leave and Vacation, will no longer be utilized. Sick leave will be retained but no additional sick leave hours will be accrued. Given the number of employees who are currently over the leave cap and those employees that likely will be over the PTO cap, the Administration & Fiscal Departments will need to verify all leave balances and communicate that information to staff. Staff will then need to have the opportunity to verify this information prior to the transition. Because of all of these factors, the full implementation of the PTO Policy will occur on June 8, 2026, with any leave payouts occurring prior to the end of the Fiscal Year.

This Policy update also clarifies the requirements related to any leave cash-outs. Leave cash-outs are

limited to two times per year up to 80 hours for each instance and 160 hours total for any year. The Policy also clarifies instances in which an employee may cash out additional leave when there is an unforeseen financial emergency, consistent with IRS regulations. The updated Policy provides a specific definition on what constitutes a financial emergency and cites the specific code section where additional information is provided.

To implement the proposed PTO Policy, a one-time budget amendment is required to authorize the cash-out of accrued leave balances that exceed the newly established PTO caps. Based on current leave data, the estimated total cost of these mandatory and optional cash-outs is approximately \$450,000.

The estimated cost of approximately \$450,000 is subject to refinement based on two primary factors. First, the Agency is currently undergoing an independent third-party review of all employee leave balances to validate their accuracy and ensure they are free from administrative errors, such as missed prior cash-outs or data entry discrepancies. In addition, this review includes calculating annual leave balances for directors, as a previously approved leave structure was not implemented, requiring a reconstruction of those balances. Second, the final payout amount may vary between the time of Executive Committee approval and the actual processing of cash-outs, as employees may continue to use accrued leave during this period, thereby reducing their balances, or elect not to do so. As a result, the projected cost represents a reasonable estimate based on current information, with the final amount expected to fluctuate modestly depending on these factors.

Policy X.2 Employee Leave Benefits: Holidays: The revised Holidays Policy expands on the 2021 provisions by further clarifying eligibility for paid holidays, including the process for banking holidays when operational needs require employees to work on a designated holiday. The updated Policy introduces an automatic cash-out of unused holiday bank hours after 30 days, a feature not present in the previous manual, to ensure timely reconciliation of leave balances. Additionally, the Policy maintains the recognition of Juneteenth as a paid holiday, which was first introduced in the 2021 update, and provides more detailed guidance on holiday observance for part-time and temporary staff.

Policy X.3 Employee Leave Benefits: Family Medical Leave & Pregnancy Disability Leave: The Family Medical Leave Policy has been revised to incorporate recent changes in federal and state law, including updates to the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). The Policy now provides expanded definitions of qualifying family members and clarifies the process for requesting intermittent leave. Compared to the 2021 manual, the revised Policy includes more detailed notice requirements, updated forms, and enhanced protections for employees returning from leave, ensuring full compliance with statutory mandates.

Policy X.5 Employee Leave Benefits: Military Service Leave: The Military Service Leave Policy has been updated to reflect current requirements under the Uniformed Services Employment and Reemployment Rights Act (USERRA) and related state statutes. The revised Policy clarifies the rights and responsibilities of employees called to active duty or training, including procedures for requesting leave, benefit continuation, and reemployment upon return. In comparison to the 2021 manual, the new Policy provides more comprehensive guidance on documentation, timelines, and coordination with other leave entitlements, supporting both employee rights and Agency compliance.

Policy X.6 Employee Leave Benefits: Catastrophic Voluntary Time Bank Program Policy: The Catastrophic Voluntary Time Bank Program has been updated to enhance the process for donating and

receiving PTO hours. The new Policy clarifies eligibility criteria for both donors and recipients, establishes a minimum and maximum donation amount, and outlines the approval process for catastrophic leave requests. In contrast to the 2021 manual, the revised Policy provides more explicit procedures for documenting medical necessity and for the administration of donated hours, thereby improving transparency and accountability in program operations.

**Prior Action(s):**

**March 11, 2026:** The Administration & Finance Committee recommended that the Executive Committee approve the following Employee Leave Benefit policies: Holidays (X.2), Family Medical Leave and Pregnancy Disability (X.3), Military Leave (X.5), and the Catastrophic Voluntary Time Bank Program (X.6) as presented. The Paid Time Off Policy (X.1) was approved by the Committee with modifications related to the use of sick caps when converting existing leaves to PTO.

**August 21, 2021:** The Executive Committee approved the 2021 WRCOG Personnel Policies and Procedures Manual.

**Financial Summary:**

The fiscal impact of the transition to a PTO structure is primarily related to additional one-time costs. As outlined in the PTO Policy, all existing vacation and sick leave balances will be converted to PTO. In some cases, this conversion will place employees above the new PTO accrual cap. Because the Policy does not allow employees to remain above the cap, any hours exceeding the limit will be paid out at the time of conversion.

Based on current leave balances, the estimated one-time cash-out across all affected employees is approximately \$450,000. The proposed budget amendment would appropriate funds from the General Fund balance to cover these costs. The General Fund maintains sufficient reserves to absorb this one-time expense without impacting ongoing operations or service levels. However, this payment represents the early settlement of a liability the Agency already carries for accrued leave. Addressing the obligation now will reduce WRCOG's long-term leave liability and associated financial exposure in future years.

The combined fiscal impact of all of the proposed changes to WRCOG's leave policies is expected to be nominal on an annual basis since overall leave accrual rates are not changing.

**Attachment(s):**

[Attachment 1 - Paid Time Off.pdf](#)

[Attachment 2 - Holidays.pdf](#)

[Attachment 3 - FMLA and Pregnancy Disability.pdf](#)

[Attachment 4 - Military Leave.pdf](#)

[Attachment 5 - Catastrophic Voluntary Time Bank Program.pdf](#)



# Attachment

X.01 – EMPLOYEE LEAVE  
BENEFITS: PAID TIME OFF POLICY



# Western Riverside Council of Governments

## X.01 – EMPLOYEE LEAVE BENEFITS: PAID TIME OFF POLICY

### 1. PURPOSE

This policy provides the guidelines of WRCOG’s Paid Time Off Policy (PTO). The PTO provided here is for all regular full-time and part-time WRCOG employees.

### 2. POLICY

#### A. Paid-Time Off (PTO):

Effective **June 8, 2026**, employees will be eligible to earn Paid Time Off (PTO). PTO will replace vacation and sick leave hours, such that employees will no longer accrue vacation or sick leave hours. It will also replace Holiday Bank leaves.

PTO may be used for a variety of purposes, including approved personal time and vacation. It can also be used as paid sick leave in accordance with the California Paid Sick Leave law. (If there is ever a conflict between this policy and any applicable law, the law will prevail.) Purposes allowed under the California Paid Sick Leave law include, for example, leave for: the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee’s family member; to attend legal proceedings, or to obtain medical treatment, counseling or other victims’ services for domestic violence, sexual assault, or stalking, and for an employee who is a victim of domestic violence, sexual assault or stalking.

WRCOG employees are entitled to PTO based on length of credited service with WRCOG. Such PTO allowance is to be available for use on the first day following the pay period in which it is earned provided an employee has completed 90 days of continuous service from the employee's anniversary date as follows:

For Directors:

Months of Service	Bi-Weekly Accrual	Annual Accrual Rate	Maximum Accrual Balance Allowed Per Year
0 to 36 Months	10.10 Hours	262.60 Hours	525.20 Hours
36 to <108 Months	12.50 Hours	325 Hours	650 Hours
108 or More Months	14.00 hours	364 Hours	728 Hours

For Non-Director Full-Time Employees

<b>Months of Service</b>	<b>Bi-Weekly Accrual</b>	<b>Annual Accrual Rate</b>	<b>Maximum Accrual Balance Allowed</b>
0 to 36 Months	7.08 Hours	184.08 Hours	368.16 Hours
36 to <108 Months	8.62 Hours	224.12 Hours	448.24 Hours
108 to <180 Months	10.20 Hours	265.20 Hours	530.40 Hours
180 Months or More	11.70 Hours	304.20 Hours	608.40 Hours

- Part-time employees of WRCOG who have completed 90 days of continuous service will receive PTO leave accumulation on a pro-rata basis, but at a minimum will receive 24 hours of PTO by the 120<sup>th</sup> calendar day of employment, and 40 hours by the 200<sup>th</sup> calendar day of employment. Part-time employees of WRCOG who accept full-time employment with WRCOG without a break in service will receive service credit on a pro-rata basis.
- Temporary and seasonal employees of WRCOG are not eligible for PTO leave benefits but will receive sick leave hours of 40 hours/5 days annually consistent with California Paid Sick Leave requirements.
- Accrued PTO may not exceed two times an employee’s current annual maximum accrual as provided in the accrual tables above. Once an employee has reached the maximum accrual balance, PTO accruals will cease until the PTO balance is below the allowed maximum accrual.
- An employee is not permitted to borrow on future accrual of PTO benefits.
- Earned PTO leave may be taken in multiples of one-half hour with the approval of the employee’s immediate supervisor and at such time as will not impair the work schedule and efficiency of the work unit. Should employee PTO requests conflict with staffing requirements, supervisors are to arrange a mutually acceptable usage schedule based on length of employee service. If the need for PTO leave is unforeseeable, such as in the case of unanticipated illness or a medical emergency, the employee need only give notice as soon as practical.
- Accrued unused PTO will be paid upon termination of employment at the rate of pay then in effect.
- Employees will receive notice of their accrued PTO leave time on each pay statement. Additionally, employees shall receive an annual statement on or about January 15<sup>th</sup> of each year.

**B. Cash-Out PTO Leave Policy**

Although WRCOG encourages employees to take time off from work in order to have a more balanced lifestyle, WRCOG offers a PTO leave cash-out option for eligible employees. This program is intended to provide employees with more flexibility in utilizing your PTO leave benefits, without triggering a taxable event for those employees who may elect to cash out accrued PTO leave but choose not to.

- An election period will be held each year in December, during which time employees will have the opportunity to make an irrevocable election to cash-out PTO hours that are scheduled to accrue during the months of January through June of the next calendar year (First Accrual Period).
- A second election period will be held each year in June, during which time employees will have the opportunity to make an irrevocable election to cash-out PTO hours that are scheduled to accrue during the months of July through December of the same calendar year (Second Accrual Period).
- Employees may not elect to cash-out PTO hours that have already accrued at the time of any election.
- Employees must submit a new election for every period in which employees wish to cash-out PTO hours accruing in a subsequent period. Due to IRS regulations, elections will not carry over from one period to the next. The election form will be made available in December and June.
- Employees may elect to cash out PTO hours accrued in the First Accrual Period in excess of 20 PTO hours but in no event may elect to cash out more than 80 PTO hours. Employees may elect to cash out PTO hours accrued in the Second Accrual Period in excess of 20 PTO hours but in no event may elect to cash out more than 80 PTO hours.
- A minimum of 40 hours MUST remain in the PTO Leave Bank immediately after the election for the First Accrual Period and a minimum of 80 hours MUST remain in the PTO Leave Bank immediately after the election for the Second Accrual Period. The PTO Leave Hours employees will accrue in the accrual period subsequent to the election that employees elect to cash-out will not be available for use. If an employee's accrual rate changes (such as due to a leave or change in scheduled hours) so that there are insufficient hours accrued in the plan year to cover your election, employees will receive only the balance of elected PTO cash-out available at the time of the cash-out that is in excess of the foregoing minimums. If there are no hours available, no cash-out will occur.
- If an employee fails to take 20 hours of actual PTO leave during the First Accrual Period, no cash-out will occur with respect to the election for the First Accrual Period, if any. Instead, the employee will carry over the PTO leave which is subject to the cash-out election, but such time will not be available for cash-out. If an employee fails to take a combined total of 40 hours of actual PTO leave during the combined First

and Second Accrual Periods, no cash out will occur with respect to the election for the Second Accrual Period. Instead, the employee will carry over the PTO leave which is subject to the cash-out, but such time will not be available for cash-out.

- Employees' elected cash-out for the First Accrual Period will be paid within one week after the first payday in June of the year in which the PTO leave has accrued. Elected cash-out for the Second Accrual Period will be paid within one week after the first payday in December of the year in which the PTO leave has accrued.
- All employee payments for PTO cashouts will be in the form of a separate payment.
- The number of hours elected by part-time employees to cash-out is not pro-rated. However, the actual amount of time a part-time employee can cash-out is limited by the expected annual accrual. A minimum of 40 hours MUST remain in the PTO leave bank immediately after the election for the First Accrual Period and a minimum of 80 hours MUST remain in the PTO leave bank immediately after election for the Second Accrual Period in order to be eligible for this benefit.
- In the event an employee experiences a financial emergency caused by an extraordinary and unforeseeable event beyond the employee's control that will result in severe financial hardship if a cash payment is not made, as determined in accordance with Code Section 409A(a)(2)(B)(ii) and the underlying Treasury Regulations, they may submit a request for a cash out of their PTO which has been accrued as of the date the request is submitted. The Executive Director (or their designee) shall review the request and based on all facts and circumstances, shall determine whether or not an Unforeseeable Emergency exists. The decision of the Executive Director (or their designee) is final. The amount of PTO that can be cashed out is limited to the amount the Executive Director (or their designee) determines, in their sole discretion, is necessary to resolve the Unforeseeable Emergency.

#### C. Transition to PTO

On June 8, 2026, WRCOG will convert all vacation accrued hours, as well as Fringe Benefit accrued hours and Holiday Bank accrued hours, to PTO for non-director employees. All leave except for sick leave balances will be converted at a rate of 100%.

Fifty percent (50%) of sick leave hours will be converted to PTO; while the remaining 50% balance will be placed in a historical sick leave balance for future use or for use as service credit upon retirement. Any sick leave hours that remain in the historical sick leave balance will have no cash value except as used to cover absences due to illness or injury.

At least 30-days prior to the transition, employees will be provided with a statement of all leave balances for review.

During the transition period, and exclusively to prevent accrued PTO balances from exceeding the established maximum cap, WRCOG will conduct a one-time, employer-

designated cash-out of all hours in excess of the PTO maximum cap, plus an additional 80 hours. This action is intended to lower existing balances and permit continued PTO accrual in the subsequent year.

**3. APPLICABILITY**

This policy applies to all regular and part-time employees, to the extent indicated.

**4. DISSEMINATION OF POLICY**

All employees shall receive a copy of this policy when they are hired. The policy may be updated from time to time and redistributed with a form for the employee to sign and return acknowledging that the employee has received, read, and understands this policy.

**5. ACTION**

This policy is effective June 08, 2026.

DRAFT

# Attachment

## X.02 – EMPLOYEE LEAVE BENEFITS: HOLIDAYS



# Western Riverside Council of Governments

## X.02 – EMPLOYEE LEAVE BENEFITS: HOLIDAYS

### 1. PURPOSE

The purpose of this Policy is to establish and provide paid time off for recognized WRCOG holidays.

### 2. POLICY

All full-time and part-time employees of WRCOG are eligible for paid holidays.

Full-time employees will receive holiday pay at their normal base rate. Part-time employees accrue holiday pay on a pro-rata basis.

The following are approved paid holidays for WRCOG.

<b>Holiday</b>	<b>Date Observed</b>
New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

Paid holidays occurring on a Saturday will normally be observed on the preceding Friday; paid holidays occurring on a Sunday will be observed on the following Monday.

When December 24 and 31 fall on a Friday, the holiday hours will be counted and recorded as holiday bank hours. Similarly, if a holiday falls on an employee's Friday off, the holiday will also be counted and recorded in the holiday bank. Holiday bank hours shall be used within 30 calendar days of the holiday, otherwise the holiday bank hours will be automatically cashed out to the employee on the pay period following the 30-day grace period.

Holidays that occur during an eligible employee's approved PTO day will not be counted as PTO days taken.

Holidays that fall on an employees' regular work day (Monday -Thursday) are recorded and reported based on the employees' assigned work schedule (8, 9, or 10 hour day). However, any holiday that falls on an employee's regular day-off, will be recorded as an 8-hour day.

To be eligible for holiday pay, employees must work the business day before and after the holiday, unless the employee is absent from work due to use of accrued but unused PTO time or California paid sick leave.

**3. APPLICABILITY**

This Policy applies to all regular and part-time employees.

**4. DISSEMINATION OF POLICY**

All employees shall receive a copy of this Policy when they are hired. The Policy may be updated from time to time and redistributed with a form for the employee to sign and return acknowledging that the employee has received, read, and understands this policy.

**5. ACTION**

This policy is effective \_\_\_\_\_.

DRAFT

# Attachment

XX.03 - EMPLOYEE LEAVE  
BENEFITS: FAMILY MEDICAL  
LEAVE & PREGNANCY DISABILITY  
LEAVE



# Western Riverside Council of Governments

## XX.03 - EMPLOYEE LEAVE BENEFITS: FAMILY MEDICAL LEAVE & PREGNANCY DISABILITY LEAVE

### 1. PURPOSE

The purpose of this Policy is to provide employees with information about and establish guidelines for the taking of family care and medical leave, in accordance with the federal Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), the California Pregnancy Disability Leave Law (PDL), and other California State mandated leaves.

### 2. POLICY

The Western Riverside Council of Governments (WRCOG) will provide family and medical care leave for eligible employees as required by state and federal Law. The leaves provided for in this Policy are granted under a variety of state and federal laws. Employees should be aware that leave under one section of the Policy may also qualify for leave under another section. In addition, leave may qualify under one law for a particular purpose, but not another law. For example, an employee is entitled to take CFRA leave to care for a registered domestic partner, but FMLA leave does not include registered domestic partners. In such cases, WRCOG will advise affected employees in writing which of their statutorily protected leaves is being used and how much of that leave remains.

### **FAMILY CARE AND MEDICAL LEAVE (FMLA/CFRA LEAVE)**

#### A. Eligibility

To be eligible for FMLA/CFRA leave, an employee must have been employed by WRCOG for at least 12 months prior to the date on which the FMLA/CFRA leave is to commence and have worked at least 1,250 hours over the 12-month period preceding the FMLA/CFRA leave. For employees performing covered military service under the federal Uniformed Service Employment and Reemployment Rights Act (USERRA), periods of absence due to such service shall be counted for purposes of determining whether the employee meets these eligibility requirements.

#### B. Qualifying Reasons for FMLA/CFRA Leave

Employees meeting the eligibility requirements under this Policy may take FMLA/CFRA leave for any of the following qualifying reasons:

- 1) To care for or bond with a newborn child.
- 2) To care for or bond with a child placed with the Employee and/or the Employee's registered domestic partner for adoption or foster care.

- 3) Providing care for an immediate family member (Employee's spouse, parent, parent-in-law, registered domestic partner, child or registered domestic partner's child of any age, sibling, grandparent, grandchild or designated person) with a serious health condition.

For CFRA leave purposes, a "designated person" means "any individual related by blood or whose association with the employee is the equivalent of a family relationship." Employees are limited to one designated person CFRA leave per 12-month period.

- 4) The employee's own serious health condition.

The FMLA and CFRA also provides for military exigency leave and military caregiver leave, and those types of leaves are addressed under Military Leave Exigency/Caregiver Leave under the FMLA of this Policy. The Pregnancy Disability Leave (PDL) also provides for leave for employees with a serious health condition on account of the employee's pregnancy, childbirth, or related medical conditions, and that leave is addressed under Pregnancy Disability Leave.

#### C. Amount of Leave Entitlement

Provided that all applicable conditions are met, an employee may take a maximum of 12 work weeks of FMLA/CFRA leave in a rolling 12-month period measured backwards from the date the employee uses any FMLA/CFRA leave.

- 1) Employees taking FMLA/CFRA leave for the birth, adoption, or foster care of their child must initiate and complete any FMLA/CFRA leave within one year of the birth of the child or placement of the child with the employee for adoption or foster care.
- 2) Parents who are both employed by WRCOG may take a maximum combined total of 12 workweeks of FMLA leave and may each take a maximum of 12 workweeks of CFRA leave in a 12-month period for the birth, adoption, or foster care of their child. Both parents and registered domestic partners (CFRA only in some circumstances) may be on leave simultaneously, provided the employees provide a certificate, from a health care provider, stating the need for both employees' participation in the care of the child.
- 3) An employee's FMLA/CFRA leave does not need to be consecutive but can be cumulative within a 12-month period.
- 4) Industrial injury leaves and all non-industrial injury leaves are FMLA/CFRA leaves if they qualify as serious health conditions.

#### D. Concurrent Use of Accrued Paid Leaves

- 1) Leave taken under this Policy is unpaid. Employees must their accrued leave balances concurrently with FMLA/CFRA leave, as provided below. The employee shall use their accrual balances in the following order:
  - a. Paid Time Off (PTO)
  - b. Management Leave

c. Unpaid leave

The paid leave shall run concurrently with the FMLA/CFRA leave and shall not extend the employee's entitlement to FMLA/CFRA leave.

- 2) PTO Leave: Employees are required to coordinate all accumulated PTO leave concurrently when FMLA/CFRA leave is taken for the employee's own serious health condition, or for the period of incapacity as certified by a medical provider when FMLA/CFRA leave is taken the period of incapacity under Military Caregiver Leave of this Policy.
- 3) Other paid leaves: Employees may coordinate all other accrued paid leaves of absence, including but not limited to, compensatory time off, management leave, and holiday leave, when taking FMLA/CFRA leave for any reason, to the extent allowed by law.
- 4) Coordination with Wage Replacement Plans: If an employee who is on FMLA/CFRA leave is also receiving a wage replacement payment from Short Term Disability, Long Term Disability, and/or Workers' Compensation, the employee and WRCOG may mutually agree to coordinate the employee's accrued paid leaves with the amount received from the wage replacement plan, up to an amount equal to the employee's regular salary. The employee must request that their time be coordinated with the wage replacement plan.
  - a. Meet with the employee who requested an accommodation within two weeks of the request and inform the employee they are entitled to have a representative attend the meeting.
  - b. Request information about the condition and what limitations the employee has.
  - c. Ask the employee what they specifically want and request that the employee provide a written response.

E. Intermittent or Reduced Schedule Leave

Intermittent FMLA/CFRA leave is leave taken on an as-needed basis in increments of minutes, hours, or days. A reduced schedule FMLA/CFRA leave involves a reduction in the number of hours per day or per week that an employee regularly works, with the employee substituting FMLA/CFRA time for hours not worked. The minimum FMLA/CFRA leave increment that can be taken by an employee is 15 minutes.

- 1) Conditions for Taking Intermittent or Reduced Schedule Leave.
  - a. FMLA/CFRA leave taken for the employee's own serious health condition, or the serious health condition of the Covered Family Member, or for military caregiver leave under Military Leave Exigency/Caregiver Leave under the FMLA of this Policy, may be taken intermittently or on a reduced leave schedule when medically necessary (as distinguished from voluntary treatments and procedures).
  - b. Military exigency leave under Military Leave Exigency/Caregiver Leave under the FMLA of this Policy may be taken on an intermittent or reduced schedule basis without limitation.

- c. Leave taken following the birth, adoption, or placement or foster care of a child may be taken on an intermittent or reduced schedule basis, subject to the conditions set forth below.

## 2) Calculation of Intermittent or Reduced Schedule Leave

The maximum equivalent number of hours to which an employee is entitled during the 12-week period will be based on the employee's regularly scheduled workweek. For example, an employee who is regularly scheduled to work 40 hours per workweek will be entitled to a maximum of 480 hours of FMLA/CFRA leave, whereas, an employee who is regularly scheduled to work 32 hours per workweek will be entitled to a maximum of 384 hours of FMLA/CFRA leave. In calculating this amount for employees with a varying schedule, WRCOG will use an average of the employee's workweeks within the 12-month period immediately preceding the intermittent or reduced schedule leave.

## 3) Impact on Salary

Where permitted by applicable state and federal wage and hour laws, WRCOG may make deductions from an employee's salary for all hours of leave taken as intermittent leave, unless the employee is entitled or required to coordinate paid leave. Such deductions do not affect the employee's classification as exempt or nonexempt for purposes of the Fair Labor Standards Act.

## 4) Inclusion of Scheduled Overtime

If an employee normally would be required to work overtime hours, but is unable to do so because of an FMLA/CFRA-qualifying reason that limits the employee's ability to work overtime, the hours that the employee would have been required to work may be counted against the employee's FMLA/CFRA entitlement, as the employee would be considered to be using intermittent or reduced schedule leave. For example, if an employee is normally required to work 50 hours in a particular workweek, but because of an FMLA/CFRA-qualifying reason, the employee works only 40 hours that week, the employee would use 10 hours of FMLA/CFRA-protected leave out of the 50-hour workweek.

## 5) Temporary Transfer

- a. Required by WRCOG: WRCOG may require that the employee temporarily transfer to an available alternative position for which the employee is qualified and which provides equivalent pay and benefits and that better accommodates recurring leave periods than the employee's regular position.
- b. Requested by Employee: An employee on intermittent or reduced schedule FMLA/CFRA leave for foreseeable and planned medical treatments may request a transfer to an open and available position for which the employee is qualified, if the duties of that position would better accommodate the employee's intermittent or reduced schedule FMLA/CFRA leave. Transfers will

not be considered under this section when the intermittent or reduced schedule FMLA/CFRA leave is unscheduled, such as in the case of chronic conditions.

#### 6) Leave Taken for Baby Bonding

The basic minimum duration of a leave taken for the birth, adoption, or foster care of a child shall be two weeks. However, WRCOG will also grant two requests for shorter leave periods in the applicable one-year period.

#### 7) Part-Time Work

With the approval of the Executive Director, an employee may work part-time during their FMLA/CFRA Leave.

### F. Employee Notice

Employees requesting leave under the FMLA/CFRA must notify their supervisor in accordance with the rules set forth below. Employees will provide the supervisor with sufficient information to make WRCOG aware that the employee needs FMLA/CFRA leave, and the anticipated timing and duration of that leave. Supervisors must forward any such requests to Human Resources for review and approval. Employees may also provide notice of requested FMLA/CFRA leave to Human Resources directly.

### G. Foreseeable Events

An employee must provide WRCOG with at least 30 days' advance notice before the date the leave is to begin, or must provide notice as soon as is practicable, normally the same business day or next business day if the employee is off work when the employee learns of the need for leave. If the employee provides less than 30 days advance notice, WRCOG may require explanation of why 30 days advance notice was not practicable.

- 1) In any case in which the need for FMLA/CFRA leave is foreseeable based on one of the qualifying reasons as defined in this Policy, the employee shall make a reasonable effort to schedule any planned medical treatment or supervision so as not to unduly disrupt the operations of WRCOG. However, any such scheduling shall be subject to the approval of the health care provider of the employee or the Covered Family Member.
- 2) The need for leave is considered "foreseeable" when it is taken for any of the following reasons:
  - a. Planned medical treatment for a serious health condition of the employee.
  - b. Planned medical treatment for a serious health condition of a family member.
  - c. An expected birth, or placement for adoption or foster care.

If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, WRCOG reserves the right to

delay the taking of the leave by up to 30 days after the date the employee provides notice of the need for FMLA/CFRA leave for a legitimate business reason.

#### H. Unforeseeable Events

If an employee requires FMLA/CFRA leave for an unforeseeable event, the employee is required to provide notice to WRCOG as soon as is practicable.

#### I. Notice of Intermittent/Reduced Schedule Leave

The notice requirements for foreseeable intermittent or reduced schedule leaves shall be the same as for other foreseeable leaves, and the notice requirements for unforeseeable intermittent or reduced schedule leave shall be the same as for other unforeseeable leaves.

#### J. Contents of Notice

All requests for FMLA/CFRA leave should include the anticipated date(s) and duration of the leave and be sufficient to make WRCOG aware that the employee needs leave under the FMLA/CFRA. The employee must state the reason the leave is needed, by referencing the list of qualifying reasons defined in this Policy. When the employee provides notice, it may not contain sufficient information for WRCOG to determine whether the employee's leave could be for an FMLA/CFRA-qualifying purpose. In such cases, WRCOG may follow up with the employee for additional information, and the employee is required to respond to the same. However, the employee shall not be required to provide WRCOG with a diagnosis.

##### 1) Changes to Dates of Leave

- a. The employee must advise WRCOG as soon as practicable when the employee learns that the dates of the FMLA/CFRA leave may change.

##### 2) Requests for Extension

- a. Any requests for extensions of an FMLA/CFRA leave must be received at least five business days before the date on which the employee was originally scheduled to return to work, where practicable, and must include the revised anticipated date(s) and duration of the FMLA/CFRA leave. If the employee has exhausted the employee's leave entitlement, WRCOG will evaluate on a case-by-case basis whether additional leave may be available as a reasonable accommodation for the employee's own serious health condition; however, any such additional leave shall not be subject to the provisions of this section. Under no circumstances shall the employee be allowed to be off longer than six months beyond the FMLA/CFRA requirement.

#### K. WRCOG Response to a Request for FMLA/CFRA Leave or Request for Extension - Eligibility Notice

Within five business days of an employee's request to take FMLA/CFRA leave, WRCOG shall provide the employee with a written Eligibility Notice. The Eligibility Notice is not a designation of the employee being on FMLA/CFRA Leave. The Eligibility Notice shall include the following information:

- a. Whether the employee is eligible to take FMLA/CFRA leave. If the employee is ineligible for FMLA/CFRA leave, the notice will include the reason(s) why the employee is ineligible.
- b. Whether the employee has exhausted their 12-week FMLA/CFRA entitlement.
- c. Whether additional information, such as a medical certification, is required from the employee in order to process the employee's request for FMLA/CFRA leave or request for extension.
- d. The employee's rights and responsibilities under the FMLA/CFRA, which will include a statement of whether the employee is required to provide a medical certification or recertification. A statement requiring a medical certification will also advise the employee of the anticipated consequences of the employee's failure to provide adequate notice.
- e. If the employee has requested an extension of leave for the employee's own serious health condition but has exhausted the leave entitlement under this Policy, WRCOG will advise whether additional leave will be granted as a reasonable accommodation; however, any such additional leave shall not be subject to the provisions of this Policy.

#### L. Medical Certification and Recertification

Any request for FMLA/CFRA leave for an employee's own serious health care condition or for FMLA/CFRA leave to care for a family member with a serious health condition must be supported by medical certification from the treating health care provider. Employees are encouraged to use WRCOG's medical certification form to ensure that all pertinent information is obtained. Any request for an extension of FMLA/CFRA leave also must be supported by a medical certification from the treating health care provider. Again, employees are encouraged to use WRCOG's medical certification to ensure that all pertinent information is obtained.

##### 1) Timing of Request for Medical Certification.

WRCOG will request medical certification:

- a. Within five business days after an employee requests foreseeable leave;
- b. Within five business days after an employee provides notice of an unforeseeable leave, or within five business days after an unforeseeable leave commences, whichever is later;
- c. At a later date if WRCOG has a reason to question the appropriateness or duration of an employee's leave (FMLA only).

##### 2) Timing for Employee's Return of the Medical Certification.

All medical certifications and recertifications must be returned to WRCOG within 15 days from WRCOG 's, regardless of whether the leave is foreseeable or unforeseeable. Exceptions to this may be granted when it is not practicable to provide the certification or recertification within 15 days, despite the employee's diligent, good faith efforts to do so.

3) Certification for Serious Health Condition of Covered Family Member.

The employee must have the patient's treating health care physician complete a medical certification form when requesting family leave to care for a Covered Family Member (as defined in Footnote 1, above) with a serious health condition. Employees are encouraged to use WRCOG's medical certification form to ensure that all pertinent information is obtained.

a. Medical Recertification.

1. If the employee requests additional leave beyond the time period which the health care provider originally estimated that the employee needed to take care of Covered Family Member, WRCOG may request a recertification from the employee.

4) Certification for the Employee's Own Serious Health Condition.

a. First Opinion.

1. The employee must have the employee's health care physician complete a medical certification form when requesting FMLA/CFRA leave for the employee's own serious health condition. Employees are encouraged to use WRCOG's medical certification form to ensure that all pertinent information is obtained.

b. Second and Third Opinions.

1. If WRCOG has reason to doubt the validity of the certification provided by the employee, WRCOG may require the employee to obtain a second opinion from a doctor of WRCOG's choosing at WRCOG's expense. If the employee's health care provider and the doctor providing the second opinion do not agree, WRCOG may require a third opinion, also at WRCOG's expense, performed by a mutually agreeable doctor who will make a final determination that shall be binding on both WRCOG and the employee.

c. Medical Recertification.

1. WRCOG may request recertification of a medical condition upon the expiration of the time period which the health care provider originally estimated, if additional FMLA/CFRA leave is requested.

## 5) Certification for an Employee's Return to Work

### a. Returning from a Continuous Leave

As a condition of restoration to the employee's former position, an employee taking continuous leave under the FMLA/CFRA is required to provide WRCOG with certification from the employee's health care provider stating that the employee is able to resume essential work functions. An employee who fails to provide the certification may have reinstatement delayed. No certification is required for employees returning from pregnancy-related leave.

### b. Returning from an Intermittent or Reduced Schedule Leave

In addition to the eligibility requirements described herein, if the employee is on intermittent or reduced schedule leave, WRCOG may require a fitness for duty certification at fixed intervals not exceeding every 30 days if there are reasonable safety concerns. "Reasonable safety concerns" means a reasonable belief of significant risk of harm to the employee or others.

### c. Contents of Certification

WRCOG will provide the employee with a form and a copy of the employee's job description for the employee health care provider to review in completing the fitness for duty certification, and employees are encouraged to use WRCOG's form to ensure that all pertinent information is obtained. The employee must provide a complete and sufficient fitness for duty certification. If the employee's health care provider releases the employee back to work with restrictions, WRCOG will engage in the interactive process to determine what reasonable accommodation, if any, will permit the employee to return to work in accordance with the ADA and the FEHA.

## 6) Employee's Failure to Provide a Medical Certification or Recertification.

- a. If the employee fails to provide a complete and sufficient medical certification when requested within seven (7) days, the request for FMLA/CFRA leave may be denied or delayed until a sufficient certification is provided. Employees will be advised of these consequences in connection with any request by WRCOG for medical certification or recertification.

## M. WRCOG's Designation of Leave

Absent extenuating circumstances, within five business days after WRCOG has acquired enough information to determine whether the employee's request qualifies for FMLA/CFRA leave, WRCOG will provide the employee with a written Designation Notice.

### 1) Designating Leave as FMLA/CFRA-Qualifying

- a. If the leave is designated as being FMLA/CFRA-qualifying, the Designation Notice will contain, but is not limited to, the following information:
  - i. A statement that the leave is being designated as FMLA and/or CFRA leave;
  - ii. The amount of leave being counted as FMLA and/or CFRA leave, if known;
  - iii. Whether accrued paid leave will be used during the leave, and that any paid leave used will count as FMLA and/or CFRA leave;
  - iv. Whether a medical certification or recertification will be required to release the employee to return to work; and
  - v. Whether a job description or description of essential duties is attached to the Designation Notice for the health care provider to use in completing the medical certification or recertification to release the employee to return to work.

## 2) Unable to Designate

- a. If WRCOG is unable to determine whether the leave requested is FMLA/CFRA-qualifying because more information is needed, the employee will be informed that:
  1. The medical certification is incomplete or insufficient, and WRCOG will provide a list of deficiencies and explain the employee's opportunity to cure said deficiencies; or
  2. A second or third medical opinion is required.

## 3) Not Designating Leave as FMLA/CFRA-Qualifying

If WRCOG has determined that the employee's leave does not qualify as FMLA/CFRA leave, or that employee has exhausted the 12-week FMLA/CFRA entitlement, WRCOG will notify the employee in writing that the leave is not being designated as FMLA/CFRA leave, and the reason for the denial.

## N. Employment Benefits and Protection

### 1) Previously Accrued Benefits and Seniority Status:

- a. Leave under the FMLA/CFRA will not result in the loss of any employment benefits accrued before the date the leave commenced.
- b. Leave under the CFRA will not constitute a break in service or otherwise cause the employee to lose longevity or seniority, even if other paid or unpaid leave constitutes a break in service for purposes of establishing longevity or seniority, or for layoff, recall, promotion, job assignment, or seniority-related benefits.

### 2) Maintenance of Health Insurance of the Employee:

Employees will continue to receive the same medical benefits while on FMLA/CFRA leave for up to 12 work weeks, or longer depending on the basis for the qualifying leave, in a 12-month period. WRCOG shall be responsible for the

continued payment of WRCOG's share of the cost of the employee's health benefits during the leave period. Benefits for absences beyond the allotted period will be handled in the same manner as benefits for employees on any other type of unpaid leave of absence. An employee who notifies WRCOG that the employee does not intend to return to work from the FMLA/CFRA leave is not entitled to medical benefits provided by WRCOG as if the employee were on a FMLA/CFRA leave and instead is entitled to the benefits provided to employees who are on an unpaid leave of absence for any other reason.

3) Maintenance of Benefits Requiring Employee Contributions:

- a. During any period of unpaid leave, unless otherwise prohibited by applicable law, an employee may elect to discontinue health insurance coverage for the employee, a spouse, registered domestic partner, and/or any dependent(s) as well as any other benefits offered or sponsored by WRCOG to which the employee is required to make monthly contributions. Employees must notify WRCOG in writing of such an election.
- b. An employee will continue to be responsible for making the payment of monthly contributions for which WRCOG has not received advanced notice of election to discontinue. If any premium amounts are increased or decreased for other employees similarly situated, the employee will be required to pay the new premium rates.
- c. All monthly contributions are due and payable to WRCOG at the same time as they would be if made through payroll deduction.
- d. If any monthly contributions are not received within 30 days of their due date, WRCOG will discontinue said benefit(s).
- e. Upon the employee's return to work, WRCOG is entitled to seek reimbursement from the employee for the employee's share of any monthly contributions made on the employee's behalf.
- f. Employees included in a pension or retirement plan may continue to make contributions in accordance with the terms of the plan during the period of leave. However, WRCOG shall not be required to make plan payments for employees during the leave period which is unpaid, and the unpaid leave period shall not be counted for purposes of time accrued under the plan.
- g. If WRCOG provides a new health plan or benefits or changes health plans or benefits while an employee is on CFRA leave, WRCOG will give written notice to the employee to advise that the employee is subject to the new or changed plan/benefits in the same manner, and to the same extent, as if the employee were not on leave.

4) Failure to Return from Leave:

WRCOG may recover the entire premium it paid for maintaining health insurance benefits for an employee during any period of unpaid leave if the employee fails to return to work promptly upon the expiration of a leave for a reason other than the continuation, recurrence or onset of a serious health condition that entitles the employee to leave or other circumstances beyond the employee's control.

## O. Reinstatement

- 1) Restoration to Position: When an employee returns from a leave under the FMLA/CFRA, the employee will be restored to the position held when the leave began, or to a comparable position, with equivalent (i.e. virtually identical) employment benefits, pay, and other conditions of employment.
  - a. The duties of the position must be capable of being performed in the same or similar geographic location and involve the same or substantially similar duties as the position held when leave began, with responsibilities that entail substantially equivalent skill, effort, responsibility, and salary.
- 2) Denial of Restoration Rights: There are two circumstances where WRCOG may refuse to reinstate an employee to the employee's pre-leave position:
  - a. Position No Longer Exists: WRCOG may refuse to reinstate an employee to the employee's pre-leave position at the conclusion of a leave under either the FMLA or CFRA when the employee's position and any comparable position have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA/CFRA leave. In this case, WRCOG shall reasonably accommodate the employee through alternative means that will not cause undue hardship to the WRCOG's operation. WRCOG may offer the employee any other position that is available and suitable. WRCOG is not required to create new employment that would not otherwise be created, discharge or transfer another employee, or promote another employee who is not qualified to perform the job.
  - b. Key Employee: WRCOG may refuse to reinstate an employee to the employee's pre-leave position at the conclusion of a leave under the FMLA, and not CFRA, when the employee is considered a key employee. A key employee is a salaried eligible employee who is among the highest paid ten percent of WRCOG's employees. In addition, the following steps have to take place:
    1. WRCOG notifies the employee at the time the employee gives notice of the need for leave, or when leave commences, if earlier, that the Key Employee is a Key Employee, and also notifies the employee of the potential consequences with respect to reinstatement and maintenance of health benefits if WRCOG should determine that reinstatement will result in substantial and grievous economic injury to its operations; and
    2. As soon as WRCOG makes a good faith determination that substantial and grievous economic injury will result if WRCOG reinstates that Key Employee at the end of the requested FMLA leave period, WRCOG notifies the employee that it intends to deny reinstatement at the end of the requested leave period. The notice from WRCOG will include an explanation for the basis for WRCOG's determination and provide the Key Employee with a reasonable time in which to return to work, taking into account the circumstances, such as the requested duration of the leave and the urgency of the need for the employee to return.

3. The Key Employee has already begun the FMLA leave at the time of receiving the notice, and the Key Employee does not return to work within the specified timeframe after receiving such notice from WRCOG.
  - a) The Key Employee will remain entitled to the maintenance of health benefits as described in Maintenance of Health Insurance of the Employee for the duration of the originally-requested leave, but WRCOG may seek to recover its contributions to premiums if the employee fails to return from leave.
  - b) The Key Employee's rights will then continue under the FMLA unless and until the employee either gives notice that the employee will not seek to return to work, or the employee requests to return to work at the conclusion of the leave and receives notice that WRCOG has denied that request.
  - c) If the Key Employee requests to return to work upon completion of the originally-requested leave, WRCOG again determines that substantial and grievous economic injury will result if WRCOG reinstates the employee, based on the facts at hand, and WRCOG provides written notice of the denial.

P. Opportunity to Fulfill Missed Licensure-Related Requirements

If an employee is unable to attend a necessary course, renew a license, or is otherwise adversely affected in terms of fulfilling minimum requirements or qualifications for the position as a result of the FMLA/CFRA leave, the employee will be given a reasonable opportunity to fulfill those requirements or qualifications upon returning to work from FMLA/CFRA leave.

Q. Accommodation Upon Returning from Leave

Nothing in this section prevents WRCOG from accommodating an employee's request for any change in shifts, schedule, position, or geographic location. Similarly, nothing in this section prohibits WRCOG from offering a promotion to a better position, or from providing a reasonable accommodation pursuant to its obligations under the Americans with Disabilities Act and the Fair

**PREGNANCY DISABILITY LEAVE OR TRANSFER**

A. Eligibility and Duration

1) Eligibility:

- a. Any employee who is disabled on account of pregnancy, childbirth, or related medical conditions may take a pregnancy-related disability leave, regardless of the number of hours worked or the employee's length of employment with WRCOG. However, unless an employee has met the eligibility requirements of this Policy, the employee shall not be subject to

the additional terms and conditions that apply to an employee who is eligible for FMLA leave.

- b. An employee's pregnancy-related disability is not considered a serious health condition under the CFRA and is not counted against an employee's CFRA leave eligibility.

## 2) Amount of Leave Entitlement:

An eligible employee may take a pregnancy-related disability leave for the period of disability, up to four months (an equivalent of 17 1/3 weeks). The pregnancy disability leave shall run concurrently with any family care or medical leave to which the employee may be entitled under the FMLA. An employee is entitled to take off the number of days or hours that the employee would normally work during 17 1/3 weeks of employment. For example, an employee, who regularly works 40 hours per week is entitled to take 693 hours of leave, and an employee who regularly works 20 hours per week, would be entitled to 346.5 hours of leave.

## 3) Temporary Transfer:

Any employee affected by conditions related to pregnancy, childbirth, or related medical conditions is entitled to transfer temporarily to a less strenuous or hazardous position or to less strenuous or hazardous duties upon the certification of the employee's health care provider that the transfer is medically advisable, if the transfer can be reasonably accommodated.

## 4) Reasonable Accommodation:

WRCOG will provide reasonable accommodation to an employee who is affected by pregnancy, childbirth or related medical conditions as required by law.

## B. Use of Accrued Leave

An employee taking pregnancy-related disability leave must coordinate any available PTO leave with the pregnancy-related disability leave. An employee taking pregnancy-related disability leave shall use any other accumulated paid leaves, including, but not limited to, PTO or Management Leave, with the pregnancy-related disability leave. The paid leave shall run concurrently with the pregnancy-related disability leave, and shall not extend the employee's entitlement to pregnancy-related disability leave beyond the amount specified in this Policy.

### 1) Coordination with Wage Replacement Plans:

- a. This provision only applies when the employee's pregnancy-related disability leave is also designated as a serious health condition under the FMLA.

- b. Pursuant to the provisions of the FMLA, if an employee is receiving a wage replacement payment from Short-Term Disability or Long-Term Disability, the employee and WRCOG may mutually agree to coordinate the employee's accrued paid leaves with the amount received from the wage replacement plan, up to an amount equal to the employee's regular salary. The employee must request to have their time coordinated with a wage replacement plan.
- c. If the employee is still receiving SDI benefits when the twelve workweeks of leave under the FMLA expire, WRCOG will require that the employee begin coordinating any additional accrued leave with the wage replacement benefits. The employee shall coordinate all other accrued paid leaves with the wage replacement benefits.

### C. Notice

An employee should notify the supervisor of the employee's need for pregnancy-related disability leave or transfer as soon as the employee is aware of the need for such leave.

- 1) **Foreseeable Events:** Where the need for pregnancy-related disability leave or transfer is foreseeable, the employee must provide at least 30 days' advance notice to WRCOG of the need for pregnancy-related disability leave or transfer. If the leave or transfer is required in connection with any planned, non-emergency medical treatment or supervision, the employee shall consult with WRCOG and make a reasonable effort to schedule any such planned medical treatment or supervision to minimize disruption to WRCOG's operations, subject to the approval of the health care provider of the employee.
- 2) **Unforeseeable Events:** For non-emergency events that are not foreseeable 30 days in advance, or when 30 days' advance notice is not practicable, the employee must notify WRCOG as soon as practicable under the circumstances, ordinarily within two business days after the employee learns of the need for leave.
- 3) **Notice of Intermittent Leave:** In the event that an employee requires intermittent pregnancy-related disability leave, the employee shall notify WRCOG of the anticipated dates for the absences as much in advance as possible.
- 4) **Failure to Provide Notice:** If the employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, WRCOG reserves the right to delay the employee's right to take leave for up to 30 days after the date the employee provides notice of the need for pregnancy-related disability leave or transfer; provided, however, that the delay would not endanger the employee's health, pregnancy, or health of the employee's co-workers.

### D. Contents of Notice or Request for Extension

- 1) All requests for pregnancy-related disability leave or transfer should include the anticipated timing and duration of the leave or transfer and be sufficient to make WRCOG aware that the employee requires a pregnancy-related disability leave

or transfer. Any requests for extensions of a pregnancy-related disability leave or transfer must be received at least five business days before the date on which the employee was originally scheduled to return to work, where practicable, and must include the revised anticipated date(s) and duration of the pregnancy-related disability leave or transfer.

- 2) If the employee has exhausted the leave entitlement, WRCOG will evaluate on a case-by-case basis whether additional leave may be available as a reasonable accommodation; however, under no circumstances shall the employee be allowed to be off longer than six months beyond the FMLA/CFRA/PDL requirement.

#### E. Intermittent or Reduced Schedule Leave

Pregnancy-related disability leave can be taken on an intermittent or on a reduced schedule basis when medically advisable, as determined by the employee's health care provider. The minimum pregnancy-related disability leave increment that can be taken by an employee is fifteen minutes. If pregnancy-related disability is taken on an intermittent or reduced schedule basis and it is foreseeable based on planned medical treatment because of pregnancy, WRCOG retains the discretion to temporarily transfer the employee to an alternative position, for which the employee is qualified, with equivalent pay and benefits, which better accommodates the employee's leave schedule, but need not have equivalent duties.

#### F. WRCOG Response to a Request for Pregnancy-Related Disability Leave or Transfer or Request for Extension

Within five business days of an employee's request for pregnancy-related disability leave or transfer, WRCOG shall provide the employee with a written Eligibility Notice. The Eligibility Notice shall also inform the employee of the additional rights under the California PDL. If the employee has exhausted the leave entitlement, WRCOG will advise whether additional leave will be granted as a reasonable accommodation; however, any such additional leave shall not be subject to the provisions of CFRA.

#### G. Medical Certification

##### 1) Timing of Certification:

- a. Any request for pregnancy-related disability leave or transfer must be supported by a medical certification from a health care provider.
  1. For foreseeable pregnancy-related disability leaves or transfers, employees will provide the required medical certification before the leave/transfer begins. When this is not possible, employees must provide the required certification within 15 days, unless it is not practicable under the circumstances to do so. Failure to provide the required medical certification may result in the denial or delay of

foreseeable pregnancy-related disability leaves or transfers until such certification is provided.

2. In the case of unforeseeable leaves, failure to provide the required medical certification within 15 days of being requested to do so may result in a denial of the employee's continued leave until certification is eventually provided. Any request for an extension of the leave/transfer must also be supported by an updated certification.

2) Contents of the Certification for Pregnancy-Related Leave:

- a. Employees are encouraged to use WRCOG's medical certification when requesting pregnancy-related disability leave to ensure that all pertinent information is obtained. The following information must be included: (1) date the employee became or will become disabled due to pregnancy; (2) the probable duration of the period or periods of disability; and (3) an explanatory statement that, due to the disability, the employee is unable to work at all or is unable to perform any one or more of the essential functions of the employee's position without undue risk to self, to the successful completion of the pregnancy, or to other persons.

3) Contents of the Certification for Pregnancy-Related Transfers:

- a. Employees are encouraged to use WRCOG's medical certification when requesting pregnancy-related disability transfer to ensure that all pertinent information is obtained. The medical certification for pregnancy-related transfer shall include: (1) a description of the requested transfer or reasonable accommodation; (2) the date the need for the transfer or reasonable accommodation became medically advisable; (3) the probable duration of the need for the transfer or reasonable accommodation; and (4) an explanatory statement that, due to the disability, the transfer or reasonable accommodation is medically advisable.

4) No Second/Third Opinions Allowed:

- a. There will not be a second or third opinion regarding pregnancy-related disability leave or transfer.

5) Return to Work Certification:

- a. As a condition of restoration to the employee's former position, an employee taking leave under the FMLA/PDL is required to provide WRCOG with certification from the employee's health care provider stating that the employee is able to resume and perform the original job's duties.

H. WRCOG's Designation of Leave

- 1) Once an employee requests pregnancy-related disability leave or transfer, Human Resources shall notify the employee in writing whether the requested

leave or transfer is approved and qualifies as pregnancy-related disability leave or transfer. This designation shall comply with the provisions of this Policy and shall also inform the employee of any additional rights and obligations under the California Pregnancy Disability Leave Law.

I. Employment and Benefits Protection

The provisions set forth in this Policy regarding employment and benefits protection in connection with FMLA/CFRA leave also apply to all pregnancy-related disability leaves, except that where WRCOG's policy permits employees on paid leave and/or unpaid leave to accrue seniority, employees on paid and/or unpaid pregnancy-related disability leaves shall also accrue seniority.

J. Reinstatement

- 1) Upon the completion of the employee's pregnancy-related disability leave or transfer period, and upon submission of the return-to-work notice, the employee shall be returned to the same position previously held, or to a comparable position as permitted by law. However, for pregnancy-related disabilities, there is no reinstatement exception for Key Employees.

**MILITARY LEAVE EXIGENCY/CAREGIVER LEAVE UNDER THE FMLA**

A. Military Exigency Leave

- 1) WRCOG permits employees who have a covered military family member in the Armed Forces (including the National Guard or Reserves) to take up to twelve workweeks of FMLA/CFRA leave due to a qualifying exigency resulting from the covered military family member's active military duty (or call to active duty status) in support of a contingency operation. ***Leave granted under this Section shall be considered part of the FMLA/CFRA leave.***

a) Definitions:

1. Armed Forces: The Army, Navy, Air Force, Marine Corps, or Coast Guard, including the National Guard and Reserves.
2. Covered Active Duty or Call to Active Duty Status: One of the following:
  - a) For a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; or
  - b) For a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a federal call or order to active duty in support of a contingency operation under a provision of law referred to in Section 101(a)(13)(B) of Title 10, United States Code.

3. Covered Military Family Member: An employee may take leave under FMLA/CFRA for the employee's spouse, son, daughter, or parent who is a member of the Armed Forces and is on Covered Active Duty or Call to Active Duty Status. An employee may take leave under CFRA for the employee's domestic partner who is a member of the Armed Forces and is on Covered Active Duty or Call to Active Duty status.
    - a) For purposes of this definition only, "son" or "daughter" means the employee's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood in loco parentis, within the meaning of Section IV.D. of this Policy, regardless of age.
  4. Covered Military Family Member's Child: The biological, adopted, or foster child, stepchild, legal ward, or child for whom the Military Family Member stands in loco parentis, who is either under the age of 18 or who is aged 18 or older but incapable of self-care because of a physical or mental disability at the time leave is to commence.
  5. Covered Military Family Member's Parent: The biological, adoptive, step, or foster father or mother, or an individual who stood in loco parentis, to a Covered Military Family Member who was under 18 years of age.
- b) Qualifying Reasons for Military Exigency Leave: Military exigency leave can be taken for the following non-medical, non-routine activities only:
1. Short-Notice Deployment Activities: If a Covered Military Family Member receives seven or less calendar days' notice prior to the date of deployment, an employee may take FMLA/CFRA leave to address any issue arising from an impending call or order to active duty in support of a contingency operation. The employee may take FMLA/CFRA leave for up to seven days beginning on the date the Covered Military Family Member receives the notice of impending call or order to active duty.
  2. Military Events and Related Activities: An employee may take FMLA/CFRA leave to attend any official ceremony, program, or event sponsored by the military that is related to the active duty or call to active duty status of the Covered Military Family Member. An employee may also take FMLA/CFRA leave to attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or American Red Cross that are related to the active duty or call to active duty status of a Covered Military Family Member.
  3. Childcare and School Activities: An employee may take FMLA/CFRA leave for the following reasons, if the reason is necessitated by the Covered Military Family Member's active duty or call to active duty status, or circumstances arising from it:

- a) To make alternative childcare arrangements of a Covered Military Family Member's Child;
  - b) To provide childcare for a Covered Military Family Member's Child on an urgent, immediate need basis, but not on a regular, routine, or everyday basis;
  - c) To enroll in or transfer a Covered Military Family Member's Child in a new school or day care facility; and/or
  - d) To attend meetings with staff at a school or day care facility, such as regarding disciplinary measures, parent-teacher conferences, or meetings with school counselors, for a Covered Military Family Member's Child.
4. Financial and Legal Arrangements: An employee may take FMLA/CFRA leave in order to make or update financial or legal arrangements to address the Covered Military Family Member's absence while on active duty or call to active duty status; and/or to act as the Covered Military Family Member's representative before a federal, state, or local agency for purposes of obtaining, arranging, or appealing military service benefits while the Covered Military Family Member is on active duty or call to active duty status (up to a period of 90 days following the termination of the Covered Military Family Member's active duty status).
5. Counseling Activities: An employee may take FMLA/CFRA leave to attend counseling, provided that:
- a) The need for counseling arises from the Covered Military Family Member's active duty or call to active duty;
  - b) Such counseling is provided by someone other than a health care provider; and
  - c) The counseling is for the employee, the Covered Military Family Member, and/or the Covered Military Family Member's Child. (Note that if medical counseling is needed due to a serious health condition, the employee may be able to take FMLA/CFRA.
6. Rest and Recuperation Activities: If a military member is granted short-term, temporary, rest and recuperation leave during the period of deployment, an employee may take FMLA/CFRA leave to spend time with the military member. An employee may take FMLA/CFRA leave for this purpose for up to fifteen business days for each instance of rest and recuperation, beginning on the date the Covered Military Family Member commences each instance of rest and recuperation leave.
7. Post-Deployment Activities: An employee may take FMLA/CFRA leave to attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of 90 days following termination of the Covered Military Family Member's active duty status. An employee may also take FMLA/CFRA leave to

address issues that arise from the death of a Covered Military Family Member while on active duty status, such as meeting and recovering the body of, making funeral arrangements for, or attending funeral services for the Covered Military Family Member.

8. Parental Care: An employee may take FMLA/CFRA leave for care of a Covered Military Family Member's Parent who is incapable of self-care.

a) "Incapable of self-care" means that the individual requires active assistance to provide daily self-care in three or more of the following activities: caring appropriately for one's grooming and hygiene; bathing; dressing; eating; cooking; cleaning; shopping; taking public transportation; paying bills; maintaining a residence; using telephones and directories; using a post office; or other activities or instrumental activities of daily living.

b) An employee may take parental care leave for the following purposes when the need arises from the covered active duty or call to active duty of the Covered Military Family Member:

1. To arrange for alternative care of the Covered Military Family Member's Parent from the existing care arrangement;
2. To provide care for the Covered Military Family Member's Parent on an urgent, immediate need basis (as opposed to a routine, regular, or everyday basis);
3. To admit to or transfer to a care facility the Covered Military Family Member's Parent; or
4. To attend meetings with staff at a care facility, such as meetings with hospice or social service workers, that are not regular or routine.

c) Additional Activities: An employee may take FMLA/CFRA leave for another form of exigency, provided that:

1. The reason for the leave arises out of the Covered Military Family Member's active duty or call to active duty;
2. WRCOG and the employee mutually agree that such leave shall be considered taken for a qualifying exigency; and
3. WRCOG y and employee mutually agree on the timing and duration of the leave.

c) Employee Notice of Need for Military Exigency Leave:

1. Timing of Notice: Employees are required to give notice of the need for military exigency leave as soon as practicable under the circumstances.
2. Content of Notice: Employees are required to provide WRCOG with sufficient information, depending on the situation, to notify WRCOG as to the anticipated timing and duration of the leave, that a Covered

Military Family Member is on active duty or call to active duty status, and that one of the qualifying exigencies is present.

3. Updates from Employee: The employee is required to advise WRCOG as soon as is practicable when the dates of leave or other circumstances change.
  - d) WRCOG Response to Notice of Need for Military Exigency Leave: WRCOG will request any additional, necessary information needed to process the employee's request and will also follow the procedures set forth under this Policy in responding to an employee's notice that employee has a need for military exigency leave.
  - e) Certification of Need for Military Exigency Leave: WRCOG will request certification of the employee's need for military exigency leave and will provide the employee with a form to complete or request for an explanation for the leave needed. Employees requesting military exigency leave for the first time for a particular active duty or call to active duty are also required to provide WRCOG with a copy of the military member's active duty orders.
    1. Required Information for Certification:
      - a) A signed statement or description by the employee of the facts supporting the request for leave for one or more of the reasons set forth in this Policy and any available supporting written documentation, including, but not limited to, meeting announcements, appointment confirmations, or a copy of a bill for services.
      - b) The approximate date on which the reason for the leave commenced, or will commence.
      - c) The applicable timeframe.
        - i. If for a single, continuous period of time, the beginning and end dates for the employee's absence from work;
        - ii. If on an intermittent or reduced schedule basis, the estimated frequency and duration of the employee's absences.
      - d) For leave involving a meeting with a third party, appropriate contact information for the individual or entity, such as name, title, organization, address, telephone number, fax number, and email address, as well as a brief description of the purpose of the meeting.
      - e) For leave involving rest and recuperation activities, a copy of the Covered Military Family Member's Rest and Recuperation orders, or other documentation issued by the military indicating that the Covered Military Family Member has been granted Rest and Recuperation leave and identifying the dates of that Rest and Recuperation leave.

2. Timing of WRCOG's Notice of Required Certification: WRCOG will request the certification in accordance with the timeframes set forth in this Policy.

3. **Insufficient or Incomplete Certification:** Employees are required to provide a complete and sufficient certification. If an employee provides an incomplete or insufficient certification, WRCOG will give the employee written notice of the deficiencies and seven calendar days to cure the deficiencies, unless seven days is not practicable, despite the employee's diligent, good faith efforts. The employee's leave may be denied if the employee fails to provide timely a required certification.
4. **Verification of Certification:** WRCOG may verify the employee's certification by contacting the appropriate Department of Defense unit to verify the military member is on active duty or call to active duty status. If the exigency involves meeting with a third party, WRCOG may contact the entity or individual with whom the employee is meeting to verify the meeting or appointment schedule and the nature of the meeting. WRCOG will not request additional information. No permission from the employee is required for such verification.

#### **B. Military Caregiver Leave**

- 1) In addition to military exigency leave, as described above, the FMLA provides for military caregiver leave. As explained at length below, military caregiver leave is available when an employee whose covered military spouse, registered domestic partner, child, or other covered relative has incurred a serious injury while on active duty. ***Leave granted under this Section shall be considered part of the FMLA leave granted consistent with this Policy.***

Specifically, WRCOG will permit an employee who is the spouse, registered domestic partner, son, daughter, parent, or next of kin of a Covered Service member in the Regular Armed Forces, National Guard, or Reserves who has incurred a serious injury or illness in the line of duty, while on active duty, to take up to 26 workweeks in a single 12-month period, per Covered Servicemember, and per injury/illness of the servicemember.

Note that there are many differences between military exigency leave and military caregiver leave. The two types of FMLA military leave use different definitions, are utilized for different purposes, and grant different amounts of leave.

##### **a. Definitions:**

1. **Armed Forces:** The Army, Navy, Air Force, Marine Corps, or Coast Guard, including the National Guard and Reserves
2. **Authorized Health Care Provider:** For purposes of completing the required certification, an authorized healthcare provider includes any one of the following:

- a) United States Department of Defense ("DOD") health care provider;

- b) A United States Department of Veterans Affairs ("VA") health care provider;
- c) A DOD TRICARE network authorized private health care provider;
- d) A DOD non-network TRICARE authorized private health care provider; or
- e) Any health care provider permitted to provide medical certification.

3. Covered Servicemember:

- a) A current member of the Armed Forces who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a Serious Injury or Illness; or
- b) A veteran who is undergoing medical treatment, recuperation, or therapy, for a Serious Injury or Illness and who was a member of the Armed Forces, at any time during the period of five years preceding the date on which the employee commences FMLA leave to care for the veteran. If the veteran was discharged or released under conditions other than dishonorable, the period from October 28, 2009 through February 8, 2013 shall not be counted in determining whether the veteran's last day of service falls within the five-year period.

4. Next of Kin: The nearest blood relative of a Covered Servicemember (other than spouse, registered domestic partner, parent, son, or daughter), in the following priority order:

- a) A blood relative designated in writing by the servicemember as the nearest blood relative for purposes of military caregiver leave under the FMLA, who, if so designated, shall be the only next of kin for purposes of this Policy;
- b) Blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions;
- c) Brothers or sisters;
- d) Grandparents;
- e) Aunts or uncles; and
- f) First cousins.

If no blood relative has been designated all blood relatives at the next applicable level of priority shall be considered "next of kin" who may take FMLA leave to provide care for the Covered Servicemember, either simultaneously or not.

5. Outpatient Status: The status of a Covered Servicemember who is assigned to a military medical treatment facility as an outpatient, or a unit established for the purpose of providing command and control of members of the military receiving medical care as outpatients.

6. Parent of a Covered Servicemember: A Covered Servicemember's biological, adoptive, step or foster father or mother, or an individual who stood in loco parentis to a Covered Servicemember.
7. Son or Daughter of a Covered Servicemember: A Covered Servicemember's biological, adopted, or foster child, stepchild, legal ward, or child for whom the Covered Servicemember stood in loco parentis, except that this definition shall apply regardless of the child's age.
8. Serious Injury or Illness:
  - a. For a current member of the Armed Forces: An injury or illness incurred by a Covered Servicemember in the line of duty on active duty (or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty or active duty), and that may render the servicemember medically unfit to perform the duties of the servicemember's office, grade, rank, or rating.
  - b. For a veteran who is a Covered Servicemember:
    - i. An injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty) and that manifested itself before or after the member became a veteran; and
    - ii. Is one of the following:
      - (a) A continuation of a Serious Injury or Illness that was incurred or aggravated when the veteran was a member of the Armed Forces and rendered the veteran unable to perform the duties of their office, grade, rank, or rating; or
      - (b) A physical or mental condition for which the veteran has received a U.S. Department of Veteran Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and the VASRD rating is based, in whole or in part, on the condition precipitating the need for the military caregiver leave; or
      - (c) A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
      - (d) An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

9. Veteran: A person who served in the Armed Forces, and who was discharged or released therefrom under conditions other than dishonorable.
- b. Terms of Military Caregiver Leave:
    - a. An employee may take up to 26 weeks of leave, during a 12-month period, to care for a Covered Servicemember with a Serious Injury or Illness. The 12-month period begins on the first date of the employee's military caregiver leave. Otherwise, except as set forth in this policy, WRCOG shall grant military caregiver leave under the same terms that CFRA and other FMLA leave is granted under this policy.
    - c. Relationship to CFRA and Other FMLA Leave: Leave granted under this Section shall run concurrently with the FMLA and CFRA leave unless the employee is caring for their "next of kin" who is not covered by the CFRA. Leave granted under this Section shall be included in computing the employee's 12 weeks of leave granted under the FMLA, so that an employee may not, under any circumstances, exceed 26 total weeks of FMLA leave in a rolling 12-month period.
    - d. Required Certifications: WRCOG will provide the employee with a form to complete that certifies the service member's family relationship, military status, and Serious Injury or Illness. The employee is required to ensure that this form, or an equivalent form containing the information set forth in this section, is completely and sufficiently completed and returned within the same time periods set forth in Section IV.N. of this Policy. If the employee fails to provide a complete and sufficient form, WRCOG will inform the employee of the deficiencies, and grant the employee at least seven calendar days to cure them.
      1. Certification of Family Relationship and Military Status: WRCOG will require proof of the servicemember's family relationship to the employee and proof of the servicemember's military status for the employee's first request of military caregiver leave for a particular illness or injury for a particular servicemember.
      2. Certification of Serious Illness or Injury: WRCOG will require certification from an Authorized Health Care Provider that the servicemember is suffering from a Serious Illness or Injury. However, the employee will not be required to reveal the servicemember's diagnosis.
        - a) The Authorized Health Care Provider may base the certification upon their personal determination and/or may certify their reliance upon determination(s) made by an authorized DOD representative or an authorized VA representative. The certification must also include:
          - i. The name, address, appropriate contact information (telephone number, fax number, and/or email address) of the health care

- provider, the type of medical practice, the medical specialty, and the basis on which employee is receiving authorized health care above.
- ii. The approximate date on which the injury or illness commenced, or was aggravated, and its probable duration.
  - iii. Information sufficient to establish that the Covered Servicemember is in need of care, and addressing the following matters:
    - (a) Whether the need for care is for a single continuous period, and if so, an estimate of the beginning and ending dates, including any time needed for treatment and recovery;
    - (b) Whether there is a medical necessity for periodic care, based on a schedule of planned medical treatment, and if so an estimate of the treatment schedule;
    - (c) Whether there is a medical necessity for periodic care for reasons other than planned medical treatment, such as episodic flare-ups, and if so, an estimate of the frequency and duration of the periodic care.
- e. Alternative Certifications:
1. **Special Automatic Certification:** The DOD may issue a special invitation to a member(s) of a servicemember's family when a DOD health care provider has determined that the injury or illness is serious enough to warrant the immediate presence of a family member at the servicemember's bedside. If the DOD issues an invitational travel order ("ITO") or invitational travel authorization ("ITA") for "medical purposes" to any member(s) of the servicemember's family (even if the employee's name is not on it), the ITO or ITA constitutes automatic certification of military status and Serious Injury or Illness for the period of time specified in the ITO or ITA for the employee to take leave on either a continuous or intermittent basis, and WRCOG will not require further certification of those matters for the specified period of time. However, in this circumstance, WRCOG may still require proof of the covered family relationship between the employee and the servicemember. The ITO or ITA is in effect for the duration specified on it. If the employee wishes to request leave to care for a Covered Service Member beyond the period of time specified in an ITO or ITA, the employee must submit additional certification in accordance with this Policy.
  2. **Documentation of Enrollment in Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers:** As another alternative to the certification required, WRCOG will accept as sufficient certification documentation of the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers, whether or not the employee is the named caregiver in the enrollment documentation. However, WRCOG may still require proof of the covered family relationship between the employee and the servicemember. WRCOG may also require proof of the servicemember's date of discharge and proof that the servicemember's discharge was other than dishonorable.

- f. Authentication and Clarification: WRCOG may seek authentication and clarification of a certification issued, or of an ITO or ITA, or of documentation of enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
- g. Second and Third Opinions: No second or third opinions of the servicemember's Serious Illness or Injury will be sought from an Authorized Health Care Provider who meets the criterion set forth in V.B.1(a)(i)-(iv); however, when a certification has been completed by an Authorized Health Provider who meets the criteria in V.B.1(a)(v), WRCOG may request a second or third opinion. No second or third opinions will be sought regarding an ITO or ITA for the period of time specified in the ITO or ITA.
- h. Recertification: No recertifications of the servicemember's Serious Illness or Injury will be sought.
- i. Administrative Delays in Issuance of Military Documents: When an employee is unable to submit required documentation within the required timeframe despite the employee's diligent, good faith efforts to obtain such documents, WRCOG will not delay or deny leave on the grounds of such administrative delay.

### **OTHER DISABILITY LEAVES**

In addition to medical and pregnancy-related disability leaves described above, an employee may take a temporary disability leave of absence if necessary to accommodate a workplace injury or a disability under the ADA or FEHA. Any disability leave under this section will run concurrently, to the extent allowable, with any medical leave to which the employee is entitled under the FMLA / CFRA / California New Parent Leave. Disability leaves under this section will be unpaid.

Employees taking disability leave must comply with the above medical leave provisions regarding substitution of paid leaves, notice, and medical certification. If a disability leave under this section extends beyond 12 weeks in a 12-month period, the employee will not be entitled to any continued employer contributions towards any employee benefit plan unless otherwise required by law. An employee, however, may elect to continue participating in such benefit plans, at the employee's own expense, to the extent permitted by such plans. The duration of a leave under this section shall be consistent with applicable law, but in no event shall the leave extend past the date on which an employee becomes capable of performing the essential functions of his or her position, with or without reasonable accommodation. For a full explanation of leave duration and reinstatement rights, employees should contact Human Resources.

### **EMPLOYEE RESPONSIBILITIES AND DUTY TO COOPERATE**

Employees are expected to fully cooperate with WRCOG in meeting the obligations and requirements set forth under this Policy, as well as those set forth in state and federal law.

Employees must provide reasonable advance notice of at least two weeks prior to the leave being taken to address staffing coverage as well as prepare for business continuity purposes.

Failure to cooperate with WRCOG or failure to meet the employee's responsibilities may result in a delay in granting the employee's leave, a denial of leave, and/or a denial of the protections and benefits afforded by the FMLA, CFRA, and/or PDL. Employees who have questions about their responsibilities under this Policy will direct their inquiries to Human Resources.

Additional definitions and other provisions governing employees' rights and obligations under the FMLA, CFRA, and PDL that are not specifically set forth below are set forth in the Department of Labor's FMLA regulations (29 C.F.R. § 825.00 et seq.) and the California Department of Fair Employment and Housing's CFRA regulations (2 C.C.R. § 11087 et seq.) and PDL regulations (2 C.C.R. § 11035 et seq.). This Policy is deemed to include such regulatory provisions, including subsequent revisions to such regulatory provisions.

### **3. APPLICABILITY**

This Policy applies to all permanent, temporary, and part-time employees, as well as volunteers, contractors, interns, and appointed officials.

### **4. DEFINITIONS**

The following parts 1-5 identify "Covered Family Members" for the purpose of identifying eligibility under FMLA and/or CFRA.

#### **A. Child**

Leave may be taken under FMLA and CFRA, concurrently, by an employee for a child who is any of the following:

- 1) A biological child, adopted child, foster child, stepchild, legal ward of the employee, or a child to whom the employee stands in loco parentis, and who, at the time leave is to commence is either:
  - a. Under 18 years of age; or
  - b. 18 years of age or older and incapable of caring for themselves because of a mental or physical disability.
- 2) CFRA's definition of child includes child as defined above, and also any of the following:
  - a. A child, as defined above, of a domestic partner; or
  - b. An adult biological child, adopted child, foster child, stepchild, legal ward of the employee, or a child to whom the employee stands in loco parentis of the employee or of the employee's domestic partner.

B. In loco parentis

- 1) For purposes of this Policy an employee stands in loco parentis by providing day-to-day care or financial support with demonstrated intent of assuming the responsibilities typically held by a parent.
- 2) Whether an employee stands in loco parentis to a child for purposes of this Policy will be determined by WRCOG on a case-by-case basis, and WRCOG may require reasonable documentation to support an employee's claim of providing either day-to-day care or financial support for the child.

C. Spouse

The definition of spouse expressly includes individuals in lawfully recognized same sex marriages, common law marriages and marriages that were validly entered into outside of the United States if they could have been entered into at least one state. In addition, the regulatory definition of spouse has moved from “state of residence” rule to “place of celebration” rule in which to look to the law of the place in which the marriage was entered into as opposed to the law of the state where the employee resides. This allows all legally married couples, whether opposite-sex or same sex or married under the common law, to have consistent federal family leave rights regardless of their residence.

D. Parent

Parent means a biological, foster or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. A biological or legal relationship is not necessary for a person to have stood in loco parentis to the employee as a child. “Parent” excludes parent-in-law under FMLA, but is included under CFRA.

E. Domestic Partner

A registered domestic partner as defined by Family Code § 297 through 297.5.:

- 1) Two adults who have chosen to share one another’s lives in an intimate and committed caring relationship.
- 2) Domestic partnership is established in the state of California when both persons file a Declaration of Domestic Partnership with the Secretary of State and the time of the filing all of the following requirements are met:
  - a. Neither persons are married to someone else nor is a member of another domestic partnership unless otherwise terminated, dissolved, or adjudged a nullity;
  - b. Both persons are at least 18 years of age and are not related by blood in any way that would prevent them from being married in California; and
  - c. Both persons are capable of consenting to domestic partnership.

F. Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves the employee or a Covered Family Member that makes the employee unable to work. Specifically, it involves either inpatient care or continuing treatment or supervision by health care provider as follows: following:

- a) "Inpatient care" means an overnight stay in a hospital, hospice, or residential medical care facility, or any subsequent treatment in connection with such inpatient care, or any resulting period of incapacity.
  - a. A person is considered to have an "overnight stay" for purposes of this provision if a health care facility formally admits the person to the facility with the expectation that the person will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
- b) "Continuing treatment or supervision by a health care provider" means and includes any one or more of the following:
  - a. In-person treatment two or more times, within 30 days of the first day of incapacity (CFRA excludes two or more in-person treatments within 30 days to establish continuing treatment), unless extenuating circumstances exist, by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services (e.g. physical therapist) under orders of, or on referral by, a health care provider, with the first visit being within seven days of the first day of incapacity; or
  - b. In-person treatment by a health care provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of the health care provider, with the first visit being within seven days of the first day of incapacity (CFRA does not include a seven-day requirement to establish continuing treatment).
  - c. Any period of incapacity due to pregnancy, or for prenatal care, whether or not in-person treatment is received during that time, or whether the resulting absence lasts fewer than three days (CFRA excludes pregnancy as a serious health condition, including other conditions of pregnancy related disability).
  - d. Any period of incapacity, or treatment for such incapacity, due to a chronic serious health condition, whether or not in-person treatment is received during that time, or whether the resulting absence lasts fewer than three days. A chronic serious health condition is one which:
    - 1. Requires periodic visits (defined as at least twice a year) for treatment by a health care provider, or by a nurse under direct supervision of a health care provider; and
    - 2. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
    - 3. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

- e. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.
- f. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, for either:
  - 1. Restorative surgery after an accident or other injury.
  - 2. A condition that would likely result in a period of incapacity of more than three consecutive, full calendar days (CFRA excludes full-days provision and states incapacity of more than 3 consecutive days) in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).
    - a) "Incapacity" means that a person is unable to work, attend school, or perform regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

#### **5. DISSEMINATION OF POLICY**

All employees shall receive a copy of this policy when they are hired. The policy may be updated from time to time and redistributed with a form for the employee to sign and return acknowledging that the employee has received, read, and understands this policy.

#### **6. ACTION**

This policy is effective and revised as of \_\_\_\_\_.

# Attachment

## XX.05 - EMPLOYEE LEAVE BENEFITS: MILITARY SERVICE LEAVE



# Western Riverside Council of Governments

## XX.05 - EMPLOYEE LEAVE BENEFITS: MILITARY SERVICE LEAVE

### 1. PURPOSE

The purpose of this Policy is to provide guidance on time away from work to satisfy military service leave obligations and ensure that employees are not adversely affected in their employment after taking leave for military service.

### 2. POLICY

WRCOG supports the military obligations of all employees and grants leaves to employees absent from work due to service in the uniformed service in accordance with applicable federal and state laws. Affected employees shall be entitled to all rights concerning military service leave that are provided for in the California Military and Veterans' Code, and established in the federal Uniformed Services Employment and Reemployment Rights Act (USERRA).

Employees must notify their immediate supervisor as soon as they know the required dates of service (unless such notice is precluded by military necessity or is otherwise impossible or unreasonable) and, if requested, furnish the supervisor with a copy of the official orders or instructions. Continuation of health, dental and vision insurance benefits is available during military leave subject to the terms and conditions of the group health, dental and vision plan and applicable law.

Upon return from an excused military leave, the employee will be reinstated to his or her former position, or another position, to the extent required by applicable law. In order to be eligible for reinstatement, the employee must (1) report to WRCOG or submit an application for employment within the period required by federal and state laws; and (2) provide a certificate of satisfactory completion of service, as well as appropriate documentation to establish that the employee is eligible for reinstatement. Employees who qualify for re-employment will return to active employment at a pay level and status equal to that which they would have attained had they not entered military service. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service. PTO benefits do not accrue during any unpaid period of military leave. Questions regarding this policy should be directed to Human Resources.

Qualified employees will be given up to 10 days of Military Spouse Leave during that time in which the employee's spouse or domestic partner is on leave from deployment in a combat zone with the active duty or reserve military or national guard during a period of military conflict as defined in USERRA 38 U.S.C. Section 4301 et seq.

Qualifying employees are employees who work an average of 20 hours per week and have a spouse or domestic partner who is serving as (1) a member of the U.S. Armed Forces and who has been deployed during a period of military conflict to an area

designated as a combat theater or combat zone by the President of the United States or (2) a member of the Armed Forces Reserve Components or the National Guard and has been deployed during a period of military conflict.

Qualifying employees who wish to request this leave must provide WRCOG with a written request for such leave within two business days of receiving official notice that the military spouse or domestic partner will be on leave from deployment. The employee must also provide written documentation to WRCOG certifying that the military member will be on military leave from deployment.

Employees have the option but are not required to use accrued PTO or other paid leave while taking a Military Service or Military Spouse Leave. WRCOG will pay employees on a Military Service Leave under USERRA or California law their full pay, minus tax withholdings and deductions, for up to 30 days during the leave. Employees using PTO are considered in an “active pay status” and will continue to accrue PTO consisted with Paid Time Off Policy

Employees placed on a Military Service Leave or Military Spouse Leave, will be reinstated to their position upon return from leave. However, WRCOG is not obligated to reinstate an employee to same position if:

- (1) WRCOG business circumstances have changed so much that re-employment is impossible or unreasonable,
- (2) Retraining or accommodating a disabled individual would pose an undue hardship for WRCOG, or
- (3) The employment prior to the leave was for a brief, non-recurrent period, and there was no reasonable expectation that the employment would continue indefinitely or for a significant period of time.

### **3. APPLICABILITY**

This Policy applies to all regular, temporary, and part-time employees.

### **4. DEFINITIONS**

Military Leave: The performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty for training, full-time National Guard duty, and a period for which the person is absent from a position of employment for the purpose of an examination to determine the fitness of a person to perform any such duty.

Temporary Military Leave: Leave of absence from public employment to engage in ordered military duty for a period which by the order is not to exceed 180 calendar days, including travel time for purposes of active military training, encampment, naval cruises, special exercises or like activity as a member of the reserve corps or force of the armed forces of the United States, National Guard, or Naval Militia.

Uniformed Services: The Armed Forces; the Army National Guard and Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty; the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or emergency. Intermittent employees of the National Disaster Medical System (NDMS) are also considered to be performing "service in the uniformed services" and protected by federal law when activated to provide assistance in a public health emergency, to be present when there is a risk of a public health emergency, or when participating in authorized training.

**5. PROCEDURES & RESPONSIBILITY (IF APPLICABLE)**

Employees are responsible for providing written or verbal advance notice to their manager for all military duty unless giving notice is impossible, unreasonable, or precluded by military necessity.

**6. DISSEMINATION OF POLICY**

All employees shall receive a copy of this Policy when they are hired. The Policy may be updated from time to time and redistributed with a form for the employee to sign and return acknowledging that the employee has received, read, and understands this policy.

**7. REFERENCES (LEGAL)**

- a) California Military & Veterans Code Section 389 et seq.
- b) Uniformed Services Employment and Reemployment Rights Act ("USERRA") 38 U.S.C. Section 4301 et seq.

**8. ACTION**

This policy is effective \_\_\_\_\_.

# Attachment

X.06 - EMPLOYEE LEAVE  
BENEFITS: CATASTROPHIC  
VOLUNTARY TIME BANK  
PROGRAM



# Western Riverside Council of Governments

## X.06 - EMPLOYEE LEAVE BENEFITS: CATASTROPHIC VOLUNTARY TIME BANK PROGRAM

### 1. PURPOSE

The purpose of this Policy is to establish and provide guidelines for the Catastrophic Voluntary Time Bank for use due to catastrophic illness or injury.

### 2. POLICY

#### A. Catastrophic Voluntary Time Bank Program

The Catastrophic Voluntary Time Bank Program is a voluntary program wherein employees of WRCOG can donate accrued but unused Paid Time Off (PTO) to the WRCOG Catastrophic Voluntary Time Bank to be used by an eligible employee as necessary in the event of a catastrophic illness or injury, and upon the exhaustion of the employee's own accrued leave.

The maximum amount of time that an eligible employee can carry in their Catastrophic Voluntary Time Bank (employee's own PTO time and donated PTO time combined) is 480 hours or 12-weeks.

Employees on an approved leave of absence for a catastrophic reason may use up to 240 hours of their Catastrophic Voluntary Time Bank Time Bank within a twelve (12) month period.

An employee who receives donated time based on a family catastrophic illness or injury must, while using the time, must regularly check-in weekly with his/her supervisor.

#### B. Eligible Employee

Only employees in regular positions who anticipate exhausting their leave balances are eligible to receive donations from the Catastrophic Voluntary Time Bank Program. Employees receiving disability payments or Workers' Compensation may be eligible for a pro-rated Catastrophic Voluntary Time Bank Program reimbursement such that total payments do not exceed 100% of their regular pay.

Employees may be eligible to participate due to their own catastrophic illness or injury or family-related catastrophic illness or injury.

### 3. APPLICABILITY

This Policy applies to all regular full-time employees.

## 4. DEFINITIONS

### A. Catastrophic Illness or Injury

“Catastrophic illness or injury” is defined as a debilitating medical condition or severe illness or injury which is expected to incapacitate the employee for an extended period (at least 30 calendar days) and which creates a financial hardship because the employee has exhausted all accumulated paid leave. Common illnesses or injuries which are short-term and are without complications are not catastrophic events. Determination of whether an illness or injury qualifies is within the sole discretion of the Executive Director or their designee.

### B. Family Catastrophic Illness or Injury

A “family catastrophic illness or injury” is defined as a debilitating medical condition of an immediate family member where the employee, as the primary care giver, is required to take off from work for at least 30 calendar days. An immediate family member is defined as spouse, registered domestic partner, child, step-child, foster child, parent, grandparent, sibling, or any other person living in the immediate household of the employee. Determination of whether an illness or injury qualifies is within the sole discretion of the Executive Director or their designee.

## 5. PROCEDURES & RESPONSIBILITY

A. Donation: Any employee may donate to the Catastrophic Voluntary Time bank.

B. Employees who wish to use leave from the Catastrophic Voluntary Time bank must submit a request to a Director indicating said need. The Director will contact Human Resources to determine if the employee is eligible to participate in the Catastrophic Voluntary Time Bank Program.

C. An employee must meet all the following qualifications to donate to a Catastrophic Voluntary Time bank:

- Regular full-time employees with WRCOG.
- Part-time employees are not allowed to donate.
- Regular full-time employees must have a minimum of at least 40 hours of accrued PTO Leave hours after donating leave time.
- All donations are irrevocable.

D. All donations to the Catastrophic Voluntary Time Bank Program shall remain confidential and are strictly voluntary.

E. Any unused donated hours will carry over to the following calendar year.

- F. The use of leave credits will be calculated on a dollar-for-dollar value and will be tracked on a first in, first used basis. The value of hours donated will be converted on the donor's salary rate and the total donated hours are then converted to PTO hours based on the recipient's hourly rate.
- G. Employees who desire to use Catastrophic Voluntary Leave time bank program hours will be required to complete and sign the Request for Catastrophic Voluntary Leave Form. Donor employees will be required to complete and sign a Catastrophic Voluntary Time Bank Program donation form.
- H. The Chief Financial Officer will establish and operate the approved Catastrophic Voluntary Time Bank Program.
- I. Human Resources will ensure that only necessary credits are donated to the eligible employee on a bi-weekly pay period basis.

## **6. CONFIDENTIALITY**

All donations to the Time-Bank shall remain confidential and are strictly voluntary.

In accordance with the Health Insurance Portability and Accountability Act (HIPAA) and its implementing regulations (45 C.F.R. Parts 160 and 164), no personal medical information will be disclosed to employees from whom donations of leave are being requested.

## **7. DISSEMINATION OF POLICY**

All employees shall receive a copy of this Policy when they are hired. The Policy may be updated from time to time and redistributed with a form for the employee to sign and return acknowledging that the employee has received, read, and understands this policy.

## **8. REFERENCES (LEGAL)**

Health Insurance Portability and Accountability Act (HIPAA) and its implementing regulations (45 C.F.R. Parts 160 and 164)

## **9. ACTION**

This policy is effective \_\_\_\_\_.



# Catastrophic Voluntary Time Bank Donation Form

Date:	
To:	WRCOG Chief Financial Officer
From (Employee Name):	

### Employee Agreement Section

I, \_\_\_\_\_, request to donate the following hours to the WRCOG Catastrophic Voluntary Time-Bank.

Current PTO Balance: \_\_\_\_\_

PTO Hours Donated: \_\_\_\_\_

Remaining PTO Balance: \_\_\_\_\_

*Please indicate your agreement by providing your initials in the boxes below.*

	I understand donation of hours is irreversible once the hours are credited to the WRCOG Catastrophic Voluntary Time Bank.
	I understand I may only donate PTO leave hours in the Catastrophic Voluntary Time Bank.
	I have a minimum of at least 40 hours of accrued PTO leave hours after donating leave time.
	I have read, reviewed, and understood the WRCOG Catastrophic Voluntary Time Bank Policy. I freely and without restraint elect to donate PTO leave credits to the Catastrophic Voluntary Time-Bank.

Employee Signature

Date Signed

### Administrative Services Department Use Only

Processed by:	Pay Period:
Date balance correction submitted to Payroll:	



# Request For Catastrophic Voluntary Time-Bank Hours

Date:	
To:	WRCOG Chief Financial Officer
From (Employee Name):	

### Employee Agreement Section

I, \_\_\_\_\_, request the PTO Leave Hours from the Catastrophic Voluntary Time Bank for the following reason(s):

\_\_\_\_\_

and authorize distribution of my request to the entire Agency. Furthermore, I understand that my application for a Voluntary Time-Bank does not release me from my obligation to seek and obtain an approved leave of absence in accordance with the language set forth in WRCOG's Personnel Policies and Procedures.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date Signed



## Administrative Services Department Section

In accordance with WRCOG's Catastrophic Voluntary Time-Bank Program, the Department Head/Director identified below requests the Donated PTO Hours from the WRCOG Catastrophic Voluntary Time Bank for the following employee:

Employee Name: \_\_\_\_\_ Title: \_\_\_\_\_

Estimated Length of Absence: \_\_\_\_\_

Approximate Date of Return to Work: \_\_\_\_\_

Anticipated Date Employee Will Exhaust All Leave Balances: \_\_\_\_\_

Has the employee been placed on leave pursuant to the Federal Family and Medical Leave Act (FMLA) and/or the California Family Rights Acts (CFRA)?	Yes	No
Has the employee applied for workers' compensation?	Yes	No
If so, has a workers compensation determination been rendered?	Yes	No
Has the employee applied for short-term or long-term disability?	Yes	No

### Administrative Services Determination

Request is:  Approved  Denied

Notes: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Date Signed

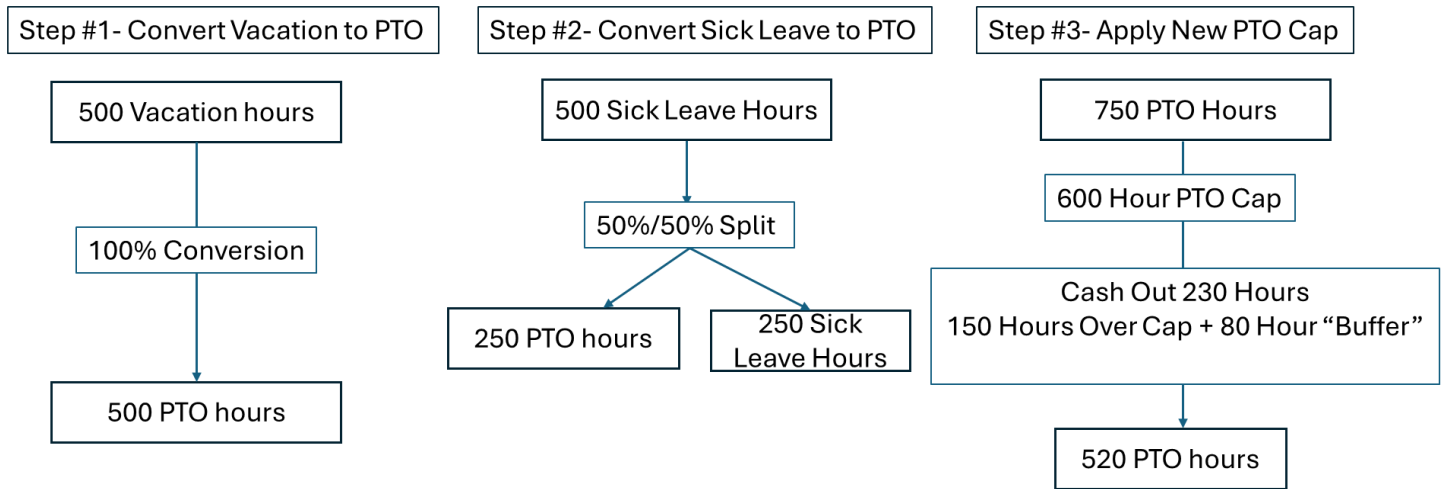
\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date Signed

# Attachment

## Leave Conversion Chart

- An employee has 500 hours of vacation and 500 hours of sick leave. Sick leave cap is 240 hours. Their PTO Cap after transition is 600 hours.



- An employee starts with 1,000 total leave hours (sick + vacation). Employee ends with 770 total leave hours and is paid for 230 hours. **No hours lost.**