



Joint Meeting of the WRCOG Executive Committee and Supporting Foundation

REVISED AGENDA

**Monday, September 14, 2026
2:00 PM**

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

Remote Meeting Location:

**Metropolitan Water District
700 N. Alameda Street
Los Angeles, CA 90012**

**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. 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 Janis Leonard 72 hours prior to the meeting at (951) 405-6706 or jleonard@wrcog.us. Later requests will be accommodated to the extent feasible.

1. CALL TO ORDER (Jacque Casillas, Chair)

2. PLEDGE OF ALLEGIANCE

Jon Colon, WRCOG Staff

3. ROLL CALL

4. PUBLIC COMMENTS

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

5. CLOSED SESSION

1. PUBLIC EMPLOYMENT APPOINTMENT

Title: Executive Director

6. 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 August 3, 2026, Meeting of the WRCOG Executive Committee

Requested Action(s):

1. Approve the Action Minutes from the August 3, 2026, meeting of the WRCOG 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. TUMF Program Activities Update: One TUMF Reimbursement Agreement and One TUMF Reimbursement Agreement Amendment

Requested Action(s):

1. Authorize the Interim Executive Director to execute a TUMF Reimbursement Agreement with the County of Riverside for the Construction Phase of the Nuevo Road Bridge Improvements Project in an amount not to exceed \$4,900,000.
2. Authorize the Interim Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Hemet for the Planning Phase of the Warren Road Phase I Project in an amount not to exceed \$2,500,000.

F. Approval of Amendments to Professional Services Agreements for On-Call Planning Services with Iteris, Inc., and PlaceWorks, Inc.

Requested Action(s):

1. Authorize the Interim Executive Director to execute a First Amendment to the Professional Services Agreement for On-Call Planning Services with Iteris, Inc., for support with transportation planning services to WRCOG and its member agencies, and to extend the term of the PSA through June 30, 2027. Any changes to the attached draft Agreement are subject to consultation by legal counsel.
2. Authorize the Interim Executive Director to execute a Second Amendment to the Professional Services Agreement for On-Call Planning Services with PlaceWorks, Inc., for support with general land use and housing planning support activities and services to WRCOG and its member agencies, and to increase the total not-to-exceed amount from \$800,000 to \$1,200,000. Any changes to the attached draft Agreement are subject to consultation by legal counsel.

G. First Amendment to the Professional Services Agreement and Appendices with Yunex Traffic, LLC

Requested Action(s):

1. Approve a First Amendment to the Professional Services Agreement and Appendices with Yunex, LLC.

H. Approval of General Assembly and Executive Committee Meeting Schedules for 2027

Requested Action(s):

1. Approve the schedule of General Assembly and Executive Committee meetings for 2027.

I. Amendment to the Appendix of the WRCOG Conflict of Interest Code

Requested Action(s):

1. Adopt Resolution Number 27-26; A Resolution of the Executive Committee of the Western Riverside Council of Governments amending the Conflict of Interest Code of Western Riverside Council of Governments and direct that such amendment be submitted to the Riverside County Board of Supervisors as WRCOG's code-reviewing body (Gov. Code § 82011) requesting approval of the amendment as required under

J. Professional Services Agreement with David Taussig and Associates, Inc., doing business as DTA, for PACE Assessment District Administration Services

Requested Action(s):

1. Authorize the Interim Executive Director to execute a Professional Services Agreement with David Taussig and Associates, Inc., doing business as DTA, substantially as to form, with any changes to be approved by legal counsel, for annual assessment administration and micro bond sales for the WRCOG PACE Programs through June 30, 2031.

7. REPORTS / DISCUSSION

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

A. WRCOG 2027 General Assembly & Leadership Address Speaker Selection by the WRCOG Supporting Foundation

Requested Action(s):

1. Authorize the Supporting Foundation Secretary to execute an agreement with the Washington Speakers Bureau to secure a speaker selected by the WRCOG Supporting Foundation, in an amount not to exceed the chosen speaker fee decided at this meeting, plus travel, meal, lodging expenses, and contingencies.
2. Authorize the Supporting Foundation Secretary to take any necessary actions to carry out the purpose and intent of this authorization.

B. Deferral of Foreclosures on PACE Residential Properties and Commencement of Judicial Foreclosures on Delinquent PACE Commercial Properties

Requested Action(s):

1. Adopt Resolution Number 28-26; A Resolution of the Executive Committee of the Western Riverside Council of Governments to defer foreclosure proceedings on delinquent residential properties and commence foreclosure proceedings on certain delinquent commercial properties.

C. Professional Services Agreement with Best Best & Krieger for PACE Administrative and Legal Services

Requested Action(s):

1. Authorize the Interim Executive Director to execute a Professional Services Agreement with Best Best & Krieger for administrative and legal services for WRCOG PACE Programs through June 30, 2031.

8. REPORT FROM THE TECHNICAL ADVISORY COMMITTEE CHAIR

9. REPORT FROM COMMITTEE REPRESENTATIVES

CALCOG

SANDAG Borders Committee

SAWPA OWOW Steering Committee

SCAG Regional Council and Policy Committee Representatives

WRCOG Ad Hoc Committees

10. REPORT FROM THE EXECUTIVE COMMITTEE CHAIR

Jacque Casillas, City of Corona

11. REPORT FROM THE INTERIM EXECUTIVE DIRECTOR

Chris Gray

Access the report [here](#).

12. ITEMS FOR FUTURE AGENDAS

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

13. GENERAL ANNOUNCEMENTS

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

14. NEXT MEETING

The next Joint WRCOG Executive Committee and Supporting Foundation meeting has not been scheduled. The next Executive Committee meeting is scheduled for Monday, October 5, 2026, at 2:00 p.m., in the County of Riverside Administrative Center, 4080 Lemon Street, 1st Floor, Board Chambers, Riverside.

15. ADJOURNMENT

Joint Meeting of the WRCOG Executive Committee and Supporting Foundation Board of Directors

Action Minutes

1. CALL TO ORDER

The meeting of the WRCOG Executive Committee was called to order by Chair Jacque Casillas at 2:00 p.m., on Monday, August 3, 2026, at the Riverside County Administrative Center, 1st Floor Board Chambers.

2. PLEDGE OF ALLEGIANCE

Amari Martin, WRCOG Program Specialist, led Committee members and guests in the Pledge of Allegiance.

3. ROLL CALL

- City of Beaumont - Mike Lara
- City of Calimesa - Eric Cundieff
- City of Canyon Lake - Dale Welty
- City of Corona - Jacque Casillas (Chair)
- City of Eastvale - Christian Dinco
- City of Hemet - Jackie Peterson
- City of Jurupa Valley - Chris Barajas
- City of Lake Elsinore - Brian Tisdale
- City of Menifee - Bob Karwin
- City of Norco - Kevin Bash
- City of San Jacinto - Clarissa Sanchez
- City of Temecula - Jessica Alexander
- City of Wildomar - Ashlee DePhillippo
- County of Riverside, District 2 - Karen Spiegel
- County of Riverside, District 3 - Chuck Washington
- Riverside Co. Sup. of Schools - Dr. Edwin Gomez

Absent:

- City of Banning
- City of Moreno Valley
- City of Murrieta
- City of Perris
- City of Riverside
- County of Riverside, District 1
- County of Riverside, District 5

- Eastern Municipal Water District
- Western Water

4. PUBLIC COMMENTS

Amber Carrillo from the Small Business Administration Office of Disaster Recovery and Resilience (SBA) commented that the SBA is currently responding to a hazardous materials incidence that occurred in Garden Grove May 21 - 23, 2026, and is offering loans with low interest, up to \$2M. Businesses in the WRCOG subregion may have been affected if they could not get to clients in the incident area. Interested parties may go to the business recovery center in Garden Grove located at 12966 Euclid Street in Garden Grove, Monday - Friday from 9:00 a.m. to 6:00 p.m. The application deadline is March 11, 2027.

5. CONSENT CALENDAR

RESULT:	APPROVED AS RECOMMENDED
MOVER:	Jurupa Valley
SECONDER:	Temecula
AYES:	Beaumont, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Norco, San Jacinto, Temecula, Wildomar, Dist. 2, Dist. 3

A. Action Minutes from the June 19, 2026, Meeting of the WRCOG Executive Committee

Action:

1. Approved the Action Minutes from the June 19, 2026, meeting of the WRCOG Executive Committee.

B. Report out of WRCOG Representatives on Various Committees

Action:

1. Received and filed.

C. I-REN Monthly Activities Update

Action:

1. Received and filed.

D. Purchase and Sale Agreement with First National Assets

Actions:

1. Adopted Resolution Number 26-26; A Resolution of the Executive Committee of the Western Riverside Council of Governments approving a Purchase and Sale Agreement for the sale of Assessment Installment Receivables.
2. Authorized the Interim Executive Director, or designee, to enter into a Purchase and Sale Agreement, substantially as to form, with First National Assets for the purchase of delinquent assessment receivables.

E. Approval of the Fiscal Year 2026/2027 TUMF Central, Hemet / San Jacinto, and Pass Zones' 5-Year Transportation Improvement Programs

Actions:

1. Approved the Fiscal Year 2026/2027 TUMF Central Zone 5-Year Transportation Improvement Program.
2. Approved the Fiscal Year 2026/2027 TUMF Hemet / San Jacinto Zone 5-Year Transportation Improvement Program.
3. Approved the Fiscal Year 2026/2027 TUMF Pass Zone 5- Year Transportation Improvement Program.

F. TUMF Program Activities Update: Approval of Three TUMF Reimbursement Agreements and Three TUMF Reimbursement Agreement Amendments

Actions:

1. Authorized the Executive Director to execute a TUMF Reimbursement Agreement with the County of Riverside for the Planning Phase of the Temescal Canyon Road / Interstate 15 Interchange Improvements Project in an amount not to exceed \$500,000.
2. Authorized the Executive Director to execute a TUMF Reimbursement Agreement with the County of Riverside for the Planning Phase of the Ethanac Road / Interstate 215 Interchange Improvements Project in an amount not to exceed \$5,000,000.
3. Authorized the Executive Director to execute a TUMF Reimbursement Agreement with the City of Riverside for the Planning, Engineering, Right-of-Way, and Construction Phases of the University Avenue / Central Avenue / Alessandro Boulevard ITS Project in an amount not to exceed \$2,500,000.
4. Authorized the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Hemet for the Planning, Engineering, and Construction Phases of the Esplanade Improvements Project in an amount not to exceed \$1,900,000.
5. Authorized the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Riverside for the Planning, Engineering, and Right-of- Way Phases of the Third Street Grade Separation Project in an amount not to exceed \$18,035,561.
6. Authorized the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the County of Riverside for the Planning Phase of the Wood Road Widening Project in an amount not to exceed \$847,000.

G. Advocacy Ad Hoc Committee Comments on Proposed Federal Grant Regulation Revisions

Action:

1. Received and filed.

H. Termination of Memorandums of Understanding with Los Angeles County and the Inland Empire Community Foundation for the administration of the Equitable Building Decarbonization Program in the Inland Empire Region

Actions:

1. Terminated the Memorandum of Understanding with Los Angeles County for the Equitable Building Decarbonization Program and continue involvement with the program as an unfunded community partner.

2. Terminated the Memorandum of Understanding with the Inland Empire Community Foundation for the Equitable Building Decarbonization Program.

I. First Amendment to a Memorandum of Understanding between WRCOG and University Enterprise Corporation at California State University of San Bernardino for Evaluation, Measurement & Verification Studies

Action:

1. Authorized the WRCOG Executive Director to execute a First Amendment to the Memorandum of Understanding between WRCOG and the University Enterprise Corporation at California State University San Bernardino for additional I-REN Evaluation, Measurement, and Verification Studies, increasing the total not-to-exceed amount to \$160,096.

6. REPORTS / DISCUSSION

A. 2026 Agency Accomplishments and Work Plan

Action:

1. Received and filed.

B. Legislative Update: Townsend Public Affairs

Action:

1. Received and filed.

C. Fee Comparison Analysis Findings

Action:

1. Received and filed.

7. REPORT FROM THE TECHNICAL ADVISORY COMMITTEE CHAIR

The Technical Advisory Committee has yet to meet to appoint a new Chair for Fiscal Year 2026/2027.

8. REPORT FROM COMMITTEE REPRESENTATIVES

CALCOG representative Brian Tisdale reported that CALCOG is currently working on high-speed rail, which will take an estimated \$36B to build. Some work on facilities and realignments have been done, but no rail has been laid yet. The State is addressing e-bike issues under the following legislation: AB 2346, AB 2595, and SB 1167. The gas tax was also addressed, and surveys show that people who drive an electric vehicle feel that they should not be subject to a gas tax.

SANDAG Borders Committee representative Colleen Wallace reported that SANDAG met on July 24, 2026, where they talked about resilience, climate adaptation, temperature, precipitation, and sea levels. Data collection of the southern California coastal areas and Baja California areas showed climate hazard impacts in disadvantaged communities, and anticipate flooding, more intense storms, and more extreme heat days by mid-century. Ms. Wallace also touched on the negative effects of exposure to

microplastics, landfills, fossil fuel refineries, natural gas transport and storage. Chemicals can leach from materials such as food containers and beauty care products and can contaminate consumer goods, leading to a plethora of health problems. Water pollution is also a concern.

I-REN Representative Christian Dinco reported that the I-REN Incentive Finder is a tool where the public can find energy resilience incentives / programs, with direct links to apply or obtain more information. Mr. Dinco also shared the Career Explorer tool, which connects individuals to over 30 energy career profiles. Mr. Dinco praised I-REN staff for their great work and going above and beyond.

9. REPORT FROM THE EXECUTIVE COMMITTEE CHAIR

Chair Casillas thanked everyone for their interest in serving in the various WRCOG Ad Hoc committees. Chair Casillas shared the list of committee members for the Administration & Finance Committee, Policy Ad Hoc, PACE Ad Hoc, Advocacy Ad Hoc, and General Assembly Ad Hoc Committees.

10. REPORT FROM THE INTERIM EXECUTIVE DIRECTOR

Chris Gray, WRCOG Interim Executive Director, thanked Committee member Christian Dinco for his kind words about I-REN. Mr. Gray reported that construction of the 2nd floor is 90% completed, and is on schedule and under budget, with an estimated move-in date in the first week of September. Mr. Gray thanked Western Water for allowing WRCOG staff to use their space in the interim.

Casey Dailey, WRCOG Interim Deputy Executive Director, introduced new I-REN staff, who began right before the General Assembly & Leadership Address event:

- John Colon, Public Sector
- Taylor Stratz, Workforce Education & Training
- Kat Meadors, Education & Outreach
- Tim Hamlin, general budget and administration support

11. ITEMS FOR FUTURE AGENDAS

There were no items for future agendas.

12. GENERAL ANNOUNCEMENTS

Committee member Jessica Alexander extended an invitation to join the Cities of Temecula and Murrieta in the Battle of the Cities 2026 Military Care Package Challenge. Whichever city has the most amount of donated care package items wins a trophy and bragging rights. It's a great way to get connected to the community.

Committee member Karen Spiegel thanked Dr. Edwin Gomez for joining the Executive Committee, and asked Dr. Gomez to share with the Committee any partnership opportunities with RCOE.

13. NEXT MEETING

The next Executive Committee meeting is scheduled for Monday, September 14, 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 3:29 p.m.



Western Riverside Council of Governments Joint Meeting of the WRCOG Executive Committee and Supporting Foundation Board of Directors

Staff Report

Subject: WRCOG Committees and Agency Activities Update
Contact: Chris Gray, Interim Executive Director, cgray@wrcog.us, (951) 405-6710
Date: September 14, 2026

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 August 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 August 2026:

- August 3, 2026: Executive Committee
- August 12, 2026: Administration & Finance 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 August 3, 2026

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

Agenda Packet: <https://www.wrcog.us/wp-content/uploads/2026/07/EC-0826-AP.pdf>

PowerPoint Presentation: <https://www.wrcog.us/wp-content/uploads/2026/08/EC-PPT-080326.pdf>

2026 Agency Accomplishments and Work Plan

- Chris Gray, WRCOG Interim Executive Director, provided an overview of recent WRCOG accomplishments and upcoming efforts.
- Each of these efforts is tied into the 7 Goals of WRCOG's Strategic Plan.
- Key accomplishments included:
 - General Assembly revenue was the highest in the history of the event. Net revenue for General Assembly was \$70K.
 - WRCOG has partially completed a comprehensive update of HR/Personnel Policies. A key milestone was a comprehensive update of all leave policies and a transition to a PTO system.
 - Staff for the I-REN Program was increased from 2 full-time staff to 8 full-time staff.
 - WRCOG held 2 major events (Women's Day Event & Sustainability Summit) with over 500 attendees. Both events were well received.
 - Development of AB 230, which requires Caltrans to coordinate with WRCOG cities along the southern I-15 Corridor to address congestion through short-term improvements like traffic signal coordination.
 - The Interim Executive Director is actively involved in regional events, speaking at multiple events throughout the larger region.
 - WRCOG retained its first full-time lobbyist to assist with lobbying efforts.
 - Improved overall Agency transparency based on staff feedback.
 - WRCOG received 6 statewide or regional awards.
- Key initiatives over the forthcoming months include:
 - Finalize the personnel policy update.
 - Complete a review and update of Fiscal policies.
 - Update WRCOG By-Laws.
 - Strategic Plan update.
 - Planning a WRCOG Sacramento Lobbying Trip.
 - Updating the legislative platform.
 - Planning the 2028 General Assembly.
 - Determining the future direction of C-PACE.
 - Class & Comp Study.

Legislative Update: Townsend Public Affairs

- California's \$351.7B State budget maintains key reserves while adding funding for housing and homelessness, public safety, and other priority programs.
- WRCOG is actively supporting legislation related to regional traffic signal synchronization, wildfire resilience financing, artificial intelligence governance, and affordable housing funding.

- With the legislative session ending August 31, attention is shifting to the November ballot, which includes measures addressing housing, state reserves, infrastructure, taxes, healthcare, and election requirements.

Fee Comparison Analysis Findings

- WRCOG recently updated its fee comparison analysis to evaluate development impact fees across western Riverside County, including how fees vary by land use, how they have changed since 2022, and how they relate to total development costs.
- WRCOG member agency fees have been adjusted and steadily increased since 2016. Annual rate of growth for majority of agencies is equal to CPI and less than CCI. Member agency reliance on fee adjustments may reflect the lack of State investment in infrastructure.
- WRCOG member agency fees are now higher on average than SB County agencies. Comparison is skewed because SB County fees have not increased consistent with either CCI or CPI.
- Analysis shows that fees are 10% - 15% of the total project cost for residential units.

Next Meeting

The next Executive Committee meeting is scheduled for Monday, September 14, 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
August 12, 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/2026/08/af-0826-ap.pdf>

PowerPoint Presentation: <https://www.wrcog.us/wp-content/uploads/2026/08/AF-PPT-081226.pdf>

PSA with DTA for PACE Assessment District Administration Services

- The Committee recommended that the Executive Committee authorize the Interim Executive Director to execute a five-year PSA with DTA for annual assessment administration and micro-bond sale services for WRCOG PACE Programs through June 30, 2031, using a Sole Source Justification for the services requested.
- The proposed agreement maintains DTA's existing fee structure for the first three years, with limited CPI adjustments in years four and five, and does not increase the Annual Assessment Administrative Fee charged to property owners.

PSA with BBK for PACE Administrative and Legal Services

- The Committee recommended that the Executive Committee authorize the Interim Executive Director to execute a Professional Services Agreement with Best Best & Krieger for administrative and legal services for WRCOG PACE Programs through June 30, 2031, using a Sole Source Justification for the services requested.

Next Meeting

The next Administration & Finance Committee meeting is scheduled for Wednesday, September 9, 2026, at 12:00 p.m., in WRCOG's office at 1955 Chicago Avenue, Suite 200, Riverside.



Western Riverside Council of Governments Joint Meeting of the WRCOG Executive Committee and Supporting Foundation Board of Directors

Staff Report

Subject: Report out of WRCOG Representatives on Various Committees
Contact: Chris Gray, Interim Executive Director, cgray@wrcog.us, (951) 405-6710
Date: September 14, 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 last met on June 3, 2026. The next Board of Directors meeting is scheduled for September 29, 2026.

SANDAG Borders Committee (Colleen Wallace)

The SANDAG Borders Committee has not met since July 24, 2026. The next SANDAG Borders Committee meeting is scheduled for October 23, 2026.

SAWPA OWOW Steering Committee (Wes Speake)

The SAWPA OWOW Steering Committee has not met since May 28, 2026. The next SAWPA OWOW Steering Committee meeting is scheduled for September 24, 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 2026/2027 Budget under the Administration Department in the General Fund (Fund 110).

Attachment(s):

None.



Western Riverside Council of Governments Joint Meeting of the WRCOG Executive Committee and Supporting Foundation Board of Directors

Staff Report

Subject: I-REN Monthly Activities Update
Contact: Benjamin Druyon, Program Manager, bdruyon@wrcog.us, (951) 405-6727
Date: September 14, 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 (TA) and Strategic Energy Planning 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 completed two Clean Energy & Resilience audits for the City of Jurupa Valley and the Cucamonga Valley Water District. These audits assessed energy efficiency paired with I-REN's new Integrated Demand-Side Management (IDSMS) technical assistance services.
- I-REN has been coordinating on a unique opportunity to provide technical assistance services for the Victor Valley Materials Recycling Facility. This successful coordination required a signed attestation letter from the Town of Apple Valley, the City of Victorville, and stakeholders responsible for day-to-day, on-site operations.
- On July 28th, I-REN staff presented three Initial Measures Lists for the City of Desert Hot Springs' City Hall, Senior Center, and the Recreation & Aquatics Center. The three facilities are all eligible for Cash for Kilowatts and have a combined estimated incentive of \$79,153.
- San Bernardino County Fire - North Division received Initial Measures Lists for Fire Stations 53 & 305. If pursued, these projects are projected to receive \$53,593 in estimated incentives through the Cash for Kilowatts Program.

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's on-demand trainings platform is nearly ready for launch, with the platform in final user testing.
- I-REN hosted three C&S trainings in July, including a mini-series on electrification.
- Planning continues for I-REN's Q3 forum, with outreach being done to I-REN territory water territory districts.

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.

- The I-REN team presented at the 17th Annual California Climate and Energy Collaborative (CCEC) Forum on June 25th on Workforce Development in Southern California.
- The I-REN Workforce team hosted a kickoff meeting with the Inland Desert Regional Consortium (IEDRC) for new projects with the Energy Savings Assistance (ESA) training program.

- On July 10th, the I-REN team was able to participate in the Science and Technology Education Partnership Summer Learning Labs in Riverside.
- The I-REN Workforce team launched the Energy Career Explorer on July 30th. The Career Explorer is accessible on the I-REN website.

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 or emailing 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 August 2026.pdf](#)



iren.gov

Cash for Kilowatts August 2026 Dashboard

Incentives Update¹

The table below shows all Cash for Kilowatts projects that have received incentive application approval. *indicates that construction start / end dates are estimated. Notable milestones to highlight for this month include:

- Predictability Analyses in progress for:
 - Rancho Cucamonga Brulte Senior Center
 - Grand Terrace EOC Building

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	Jun. 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	

¹ As of 7/9/2026

Project	Incentive Payment	Application Approval Date	Construction Start	Construction End	Estimated Payment Date	Incentive Amount	Disbursement Request Date
SBCCD Lighting SBVC Library	1	2/24/2025	2/12/2025	9/12/2025	Apr. 2026	\$43,239.34	4/9/2026
	2				Jan. 2027	\$64,859.01	
Calimesa WB Senior Center	1	4/4/2025	7/1/2025	9/27/2025	N/A²	N/A	
	2				Feb. 2027	\$2,994.24	
Calimesa WB City Hall	1	4/7/2025	7/1/2025	11/7/2025	Sep. 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	3/4/2026	Oct. 2026	\$5,287.75	
	2				Apr. 2027	\$7,931.62	
Indian Wells Fire Station #55	1	3/2/2026	6/1/2026	12/1/2026*	May 2027	\$7,494.64	
	2				Jan. 2028	11,241.96	
Indian Wells Public Works Yard	1	5/21/2025	2/26/2026	8/27/2026*	Jan. 2027	\$1,861.60	
	2				Oct. 2027	\$2,792.40	

² Quarterly Savings Report (Version 2) only showed 6% savings. Agency agreed to wait for Final Savings Report to see if savings improve.



Project	Incentive Payment	Application Approval Date	Construction Start	Construction End	Estimated Payment Date	Incentive Amount	Disbursement Request Date
Housing Authority of the County of San Bernardino WB San Bernardino Admin Office HVAC & Lighting	1	7/16/2025	10/2/2025	1/13/2026	Oct. 2026	\$15,479.43	
	2				May 2027	\$23,219.15	
Rancho Mirage-I-REN-W B-Library Observatory	1	8/13/2025	9/15/2026*	10/31/2026*	May 2027	\$9,056.48	
	2				Feb. 2028	\$13,584.72	
Rancho Mirage-I-REN-W B-City Hall	1	8/15/2025	9/15/2026*	10/31/2026*	May 2027	\$22,964.65	
	2				Feb. 2028	\$34,446.98	
Town of Apple Valley WB Corporate Yard	1	9/4/2025	11/1/2026*	2/28/2027*	Jul. 2027	\$17,270.71	
	2				Mar. 2028	\$25,906.07	
Town of Apple Valley WB Dev. Services & Conf. Center	1	9/4/2025	11/1/2026*	2/28/2027*	Jul. 2027	\$63,899.12	
	2				Mar. 2028	\$95,848.68	
SBCOG Whole Building Santa Fe Train Depot	1	10/1/2025	3/30/2026	6/12/2026	Dec. 2026	\$37,626.48	
	2				Sep. 2027	\$56,439.72	
Town of Apple Valley Police Department	1	10/10/2025	11/1/2026*	2/28/2027*	Jul. 2027	\$37,904.76	
	2				Mar. 2028	\$56,857.14	
Norco WB	1	10/27/2025	5/20/2026	8/26/2026*	Jan. 2027	\$16,693.92	



Project	Incentive Payment	Application Approval Date	Construction Start	Construction End	Estimated Payment Date	Incentive Amount	Disbursement Request Date
City Hall	2				Sep. 2027	\$11,129.28	
Palm Springs WB Fire Station #1	1	11/25/2025	3/23/2026	3/27/2026	Oct. 2026	\$3,654.00	
	2				Apr. 2027	\$5,481.00	
City of Murrieta Library Lighting	1	1/12/2026	10/1/2026*	1/31/2027*	Jun. 2027	\$12,560.00	
	2				Mar. 2027	\$18,840.00	
Beaumont Community Center Lighting	1	3/2/2026	On Hold	12/1/2026*	May 2027	\$20,520.18	
	2				Jan. 2028	\$30,780.28	
NMVCD Headquarters	1	3/30/2026	9/1/2026*	2/26/2027*	Aug. 2027	\$19,044.10	
	2				Apr. 2027	\$28,566.16	
Norco Hillside Fire Station	1	4/10/2026	On Hold	10/31/2026*	Apr. 2027	\$4,453.44	
	2				Dec. 2027	\$6,680.16	
Grand Terrace Richard Rollins Community Park	1	5/19/2026	3/16/2026	2/28/2027*	Aug. 2027	\$8,521.25	
	2				Apr. 2028	\$12,781.88	
Rancho Mirage Fire Station 50	1	6/11/2026	On Hold	3/3/2027	Aug. 2027	\$8,456.92	
	2				Apr. 2028	\$12,685.38	
Rancho Mirage Fire Station 69	1	6/11/2026	On Hold	12/1/2026	May 2027	\$9,765.19	
	2				Jan. 2028	\$14,647.79	
Total Committed (includes disbursed)						\$1,253,287.27	
Total Incentives Disbursed							\$313,778.36



Predictability Analyses Update³

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
therms	\$1.00

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

³ From 6/9/2026 - 7/9/2026



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 Joint Meeting of the WRCOG Executive Committee and Supporting Foundation Board of Directors

Staff Report

Subject: TUMF Program Activities Update: One TUMF Reimbursement Agreement and One TUMF Reimbursement Agreement Amendment

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

Date: September 14, 2026

Recommended Action(s):

1. Authorize the Interim Executive Director to execute a TUMF Reimbursement Agreement with the County of Riverside for the Construction Phase of the Nuevo Road Bridge Improvements Project in an amount not to exceed \$4,900,000.
 2. Authorize the Interim Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Hemet for the Planning Phase of the Warren Road Phase I Project in an amount not to exceed \$2,500,000.
-

Summary:

The County of Riverside is requesting to enter into a TUMF Reimbursement Agreement with WRCOG for improvements on Nuevo Road Bridge.

The City of Hemet is requesting to enter into a TUMF Reimbursement Agreement Amendment with WRCOG for improvements on Warren Road, from Esplanade Avenue to Simpson Road.

The total allocation of money across the two projects is \$7,400,000.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to request the approval of one TUMF Reimbursement Agreement and one TUMF Reimbursement Agreement Amendment. 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:

1. The proposed Nuevo Road Bridge Improvements Project is located in Nuevo, in the unincorporated area of the County of Riverside. The proposed Project will widen the bridge from a two-lane roadway to a four-lane roadway. The County is requesting funding for the Planning Phase of the Project in an amount not to exceed \$4,900,000.

TUMF Reimbursement Agreement Amendment:

1. The proposed Warren Road Improvement Project amendment will amend a previously approved reimbursement agreement. The first agreement was written for the Planning Phase of the Project for \$1,000,000. The City is requesting an increase to the amount of the previous agreements for the Planning Phase of the Project in an amount of \$1,500,000, for a total not to exceed \$2,500,000.

Prior Action(s):

December 2, 2024: The Executive Committee authorized the Executive Director to execute a TUMF Reimbursement Agreement with the City of Hemet for the Planning Phase of the Warren Road Phase I Project in an amount not to exceed \$1,000,000.

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 - Nuevo Road Bridge \(25-CN-RCY-1410\).pdf](#)

[Attachment 2 - TUMF Reimbursement Agreement - Amendment No. 1 - Warren Road \(24-HS-HEM-1317\).pdf](#)

Attachment

TUMF Reimbursement Agreement –
Nuevo Road Bridge

(25-CN-RCY-1410)

**TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
NUEVO ROAD BRIDGE
CONSTRUCTION (CON) PHASE**

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is entered into as of this _____ day of _____, 20__, by and between the Western Riverside Council of Governments (“WRCOG”), a California joint powers authority and the County of Riverside, a political subdivision of the State of California (“AGENCY”). WRCOG and AGENCY are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

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

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

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

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

AGREEMENT

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

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

1) Construction (CON)

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed **FOUR MILLION NINE**

HUNDRED THOUSAND DOLLARS (\$4,900,000.00), to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein (“Funding Amount”). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study (“Maximum TUMF Share”), as may be amended from time to time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Termination.

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

(b) Effect of Termination. In the event that the AGENCY terminates this Agreement, the AGENCY shall, within 180 days, repay to WRCOG any unexpended TUMF Program Funds provided to the AGENCY under this Agreement and shall complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. In the event that WRCOG terminates this Agreement, WRCOG shall, within 90 days, distribute to the

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

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

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

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

18. Indemnification.

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

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

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

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

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

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

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

(iii) Contain standard separation of insured provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to AGENCY: County of Riverside
 Transportation Department
 4080 Lemon Street, 8th Floor
 Riverside, CA 92501
 Attention: Dennis Acuna, Director of Transportation
 Telephone: (951) 955-6820
 Facsimile: (951) 955-3198

If to WRCOG: Western Riverside Council of Governments
 1955 Chicago Avenue
 Riverside, California 92507
 Attention: Christopher Gray, Interim Executive Director
 Telephone: (951) 405-6710
 Facsimile: (951) 223-9720

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

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

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

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

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

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

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

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

40. Electronic Signatures. Each Party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement as well as any amendments to this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this Section, a digital

signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[SIGNATURES ON FOLLOWING PAGE]

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:

By: _____

By: _____ :
Dennis Acuna
Director of Transportation

APPROVED 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: _____

Chair, County Board of Supervisors

ATTEST:
Kimberly Rector
Clerk of the Board

By: _____

Deputy

EXHIBIT “A”**SCOPE OF WORK**

The project phase to be funded under this Agreement consists of Construction (CON) Phase.

Nuevo Road Bridge (Project) is located in the Nuevo, California in the unincorporated area of the County of Riverside (Agency) that connects the Nuevo community at the east end and the City of Perris and Interstate 215 (I-215) at the west end.

The existing bridge was constructed in 1956 and is structurally deficient with sufficiency rating of 73.2 that needs rehabilitation to maintain structural health. Nuevo Road is classified as a Rural Major Collector. The proposed Project will widen the bridge from a two-lane roadway (1 lane in each direction) to a four-lane roadway (2 lane in each direction).

EXHIBIT “A-1”**ESTIMATE OF COST**

Phase	TUMF	LOCAL	TOTAL
PLANNING (PLN)			
ENGINEERING (ENG)			
RIGHT OF WAY (ROW)			
CONSTRUCTION (CON)	\$4,900,000.00	\$0	\$4,900,000.00
TOTAL	\$4,900,000.00	\$0	\$4,900,000.00

EXHIBIT “A-2”

PROJECT SCHEDULE

Phase	Estimated Completion Date	Estimated Cost	Comments
PLN			
ENG			
ROW			
CON	FY 29/30	\$4,900,000.00	
TOTAL		\$4,900,000.00	

Elements of Compensation

EXHIBIT “B”

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

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

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

Signed _____

Title _____

Date _____

Invoice No. _____

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

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

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

1. ELEMENTS OF COMPENSATION.

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

1.1 DIRECT LABOR COSTS.

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

1.1.1 DIRECT SALARY COSTS

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

1.1.2 MULTIPLIER

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

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

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

1.1.2.3 Overhead Costs _____

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

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

1.2 FIXED FEE.

- 1.2.1 The fixed fee is \$_____.
- 1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month, and shall be included on each monthly invoice.

1.3 ADDITIONAL DIRECT COSTS.

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

Rates for identified Additional Direct Costs are as follows:

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

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

2. DIRECT SALARY RATES

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

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

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

[__sample__]

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

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

3. INVOICING.

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

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

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

Signed _____
 Title _____
 Date _____
 Invoice No. _____

4. PAYMENT

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

EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
Western Riverside Council of Governments
1955 Chicago, Avenue
Riverside, California 92507
Attention: Interim Executive Director
ATTN: Accounts Payable

Re: Project Title - Invoice #__

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

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

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

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

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

By: _____
Name
Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
1955 Chicago Avenue
Riverside, California 92507
Attention: Deputy Executive Director
Attn: Accounts Payable

Invoice # _____

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

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

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

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

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

By: _____
Name
Title

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

EXHIBIT B-5
Sample Progress Report

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

A. Activities and Work Completed during Current Work Periods

- TASK 01 – 100% PS&E SUBMITTAL
- 1. Responded to Segment 1 comments from Department of Transportation
 - 2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

- TASK 01 – 100% PS&E SUBMITTAL
- 1. Completing and to submit Traffic Signal and Electrical Design plans
 - 2. Responding to review comments

Attachment

TUMF Reimbursement Agreement –
Amendment No. 1 –

Warren Road (Esplanade Avenue to
Simpson Road) Phase I

(24-HS-HEM-1317)

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

**WARREN ROAD FROM ESPLANADE AVENUE TO SIMPSON ROAD –
DESIGN AND ENVIRONMENTAL PHASE I**

This Amendment No. 1 to Transportation Uniform Mitigation Fee Program Agreement (“Amendment No. 1”) is entered into this _____ day of _____, 2026, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (“WRCOG”) and CITY OF HEMET (“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 January, 29, 2025 (“Agreement”). The Agreement provides the terms and conditions, scope of work, schedule, and funding amount for CIP 2421 - WARREN ROAD FROM ESPLANADE AVENUE TO SIMPSON ROAD – DESIGN AND ENVIRONMENTAL PHASE I, Project No. 24-HS-HEM-1317 (hereinafter the “Project”).

B. The Parties desire to amend the Agreement pursuant to Section 6 of the Agreement to increase the Funding Amount by One Million Five Hundred Thousand Dollars (\$1,500,000) to provide additional TUMF Program Funds for eligible Project Approvals & Environmental Document (PA&ED) activities associated with the Project.

C. The Parties desire to amend the Agreement to increase the amount of TUMF funding available for the PA&ED phase of the Project and to revise the Project cost estimate, schedule, and related exhibits accordingly.

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 One Million Five Hundred Thousand Dollars (\$1,500,000), from One Million Dollars (\$1,000,000) to an amount not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000).

2. The additional Funding Amount shall be used for eligible Project Approvals & Environmental Document (PA&ED) activities associated with the Project, consistent with the amended Scope of Services attached hereto as Exhibit “A.”

3. Exhibits “A,” “A-1,” and “A-2” of the Agreement are hereby replaced in their entirety by Exhibits “A,” “A-1,” and “A-2” of this Amendment No. 1, which are attached hereto and incorporated herein by reference.

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

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

6. Section 39 is hereby added to the Agreement to read as follows:

“39. Electronic Signatures. Each Party to this Agreement agrees to the use of electronic

signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement as well as any amendments to this Agreement . The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this Section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.”

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

CITY OF HEMET

By: _____

By: _____
Noah Rau
Interim City Manager

Approved to Form:

Approved to Form:

By: _____
Steven C. DeBaun
General Counsel

By: _____
Steven Graham
City Attorney

Attest:

By: _____
Rosalita Butler
City Clerk

EXHIBIT “A”**SCOPE OF WORK**

This Project, Phase 1, will include preliminary engineering and environmental clearance (PA&ED) for the widening of Warren Road from Esplanade Avenue to Simpson Road. This phase will fund the design, technical studies, and environmental permits in support of these improvements. The Project will address all environmental needs in accordance with CEQA guidelines.

The existing roadway primarily consists of one lane in each direction. Warren Road is a main corridor on the west side of Hemet with heavy traffic. The design and environmental permits will address issues for construction needs, intersection improvements, utility conflicts and/or relocations, necessary right of way acquisitions, and the proposed cost of construction.

Upon completion of the PA&ED, Phase 1, the Project would be able to proceed to Final Engineering (PS&E), ROW acquisition, and Construction phases. These additional phases are not part of this Agreement and will require future funding and authorization.

EXHIBIT “A-1”**ESTIMATE OF COST**

Phase	TUMF	LOCAL	TOTAL
PA&ED	\$2,500,0000	\$0	\$2,500,0000
PS&E	\$0	\$0	\$0
RIGHT OF WAY	\$2,000,000	\$0	\$2,000,000
CONSTRUCTION	\$8,000,000	\$0	\$8,000,000
TOTAL	\$12,500,000	\$0	\$12,500,000

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

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	12/1/2026	\$2,500,0000	Engineering Design, Tech. Studies, and Environmental permits
PS&E	2027	\$ TBA	Future Phase
RIGHT OF WAY	2027	\$2,000,000	Future Phase
CONSTRUCTION	2028	\$8,000,000	Future Phase
TOTAL		\$12,500,000	



Western Riverside Council of Governments Joint Meeting of the WRCOG Executive Committee and Supporting Foundation Board of Directors

Staff Report

Subject: Approval of Amendments to Professional Services Agreements for On-Call Planning Services with Iteris, Inc., and PlaceWorks, Inc.

Contact: Kassie Vickers, Planner II, kvickers@wrcog.us, (951) 405-6719

Date: September 14, 2026

Recommended Action(s):

1. Authorize the Interim Executive Director to execute a First Amendment to the Professional Services Agreement for On-Call Planning Services with Iteris, Inc., for support with transportation planning services to WRCOG and its member agencies, and to extend the term of the PSA through June 30, 2027. Any changes to the attached draft Agreement are subject to consultation by legal counsel.
2. Authorize the Interim Executive Director to execute a Second Amendment to the Professional Services Agreement for On-Call Planning Services with PlaceWorks, Inc., for support with general land use and housing planning support activities and services to WRCOG and its member agencies, and to increase the total not-to-exceed amount from \$800,000 to \$1,200,000. Any changes to the attached draft Agreement are subject to consultation by legal counsel.

Summary:

Iteris and PlaceWorks were contracted with to perform various technical and planning consulting services for WRCOG and its member agencies. The Professional Services Agreement with Iteris is set to expire, and the not-to-exceed amount of the Professional Services Agreement with PlaceWorks is close to being met. Staff is requesting amendments to both in order to continue consulting services.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to recommend that the Executive Committee authorize the Interim Executive Director to enter into a First Amendment of the PSA between WRCOG and Iteris, and a Second Amendment of the PSA between WRCOG and PlaceWorks for on-call planning services to WRCOG and its member agencies. These efforts align with WRCOG's 2022-2027 Strategic Plan Goal #5 (To develop projects and programs that improve infrastructure and sustainable development in the subregion).

Discussion:

Background

WRCOG has historically received requests from its member agencies for assistance on a variety of disciplines related to jurisdictions' planning efforts. WRCOG identified disciplines (Grant Writing Assistance, Land Use / Housing Planning and Transportation Planning) to provide direct assistance to its member agencies and established its On-Call Planning consultant bench in 2017 based on the identified disciplines to enable WRCOG the ability to act quickly and provide continued assistance to the member agencies as requested. Twelve consultants were deemed qualified to serve on the initial consultant bench in 2017 and PSAs for these consultants were established in 2017. These PSAs expired in June 2022 in order to adhere to the WRCOG PSA Policy.

A new On-Call Planning consultant bench was established in 2022. A total of 12 consultants were determined to be qualified to serve on the consultant bench for the variety of disciplines established in 2017, and PSAs were established accordingly based on WRCOG's work plan and requested work to consultants. Most of the PSAs established as part of the 2022 consultant bench expired on June 30, 2025. WRCOG has been satisfied with the qualified consultants on the 2022 consultant bench but did want to provide the opportunity for additional consultants to be added to the consultant bench. A Request for Proposals (RFP) was released on March 17, 2025, as an opportunity to add consultants to the On-Call Planning Bench.

On-Call PSA Background: On-Call PSAs are established with specific language stating that specific work is authorized through a task work order process. Under this process, the contract or contract amendments specify the maximum amount of work that is authorized. Staff then works with the various professional service providers to authorize work on specific tasks as needed throughout the fiscal year. As an On-Call Agreement, these contracts do not create an obligation that work will be assigned but rather set a maximum limit for work to be authorized. In the case that the need for this work does not arise, WRCOG is under no obligation to provide this funding to these professional service providers.

It is also important to note that the term of the PSAs to be executed are for three years from the date of award. This enables the PSAs to align with the Agency's PSA Policy. The "Period of Performance" section (Section D) of the "Purchases over \$10,000" portion of the Purchasing and Procurement Policy document establishes that "Agreements shall be written for a period not to exceed three years from the date of award with no more than two options to renew or amend. Contracts shall not exceed a period of five consecutive years without prior approval from the Executive Committee. Prior to obtaining this approval, the Executive Director shall provide written documentation to the Executive Committee regarding an extension of a contract beyond five years. No contract shall be extended beyond five years without Executive Committee approval."

Additionally, per WRCOG's policy, the Executive Director has single signature authority for contracts up to \$100,000. Contracts between \$100,001 and \$200,000 are to be reviewed by the Administration & Finance Committee (and approved only if the contract needs to be approved before the next scheduled Executive Committee meeting), and in general, contracts amounting to \$100,001 and larger are to be approved by the Executive Committee.

Present Situation

Funding Availability for On-Call Planning Activities: To date, activities that have utilized the On-Call Planning bench have been funded through three main funding sources: the Transportation Uniform

Mitigation Fee (TUMF) Program, the Local Transportation Fund (LTF), and the Regional Early Action Program 2.0 (REAP) Grant Program. The REAP grant ended on June 30, 2026. It is worth noting that PlaceWorks was requested by WRCOG member agencies to work on a number of REAP funded projects, that accounted for about \$518,000. All projects or tasks that PlaceWorks will assist on moving forward are projected to be funded by TUMF or LTF.

An explanation of the funding sources is provided below.

- TUMF Program: Development in the subregion continues so the TUMF Program is generating revenue. The TUMF Program has revenues of over \$66M from FY 2025/2026. WRCOG receives a portion of these funds (4%) for administering the TUMF Program, and paying consultants to conduct various studies. TUMF collections are anticipated to continue at a consistent pace through the current fiscal year. The TUMF Program also funds special projects and analyses that are needed to assist with the administration of TUMF and to provide relevant information to member agencies with regard to various aspects of the TUMF Program.
- LTF: WRCOG receives an annual allocation of funds from the Riverside County Transportation Commission (RCTC) through the Transportation Development Act (TDA) of 1971. One of the funding sources that TDA established is the LTF that provides funds for regional planning. WRCOG received \$1.2M for FY 2025/2026 and \$1.2M for FY 2026/2027 through RCTC. WRCOG will continue to utilize LTF funding to assist member agencies with grant writing assistance and to conduct studies that will benefit member agencies.
- REAP 2.0: WRCOG received a one-time allocation of \$1.8M through the SCAG REAP 1.0 Subregional Partnership Program. This funding was provided by the State of California to SCAG, which is the Metropolitan Planning Organization for southern California, including Riverside County. WRCOG utilized over \$800,000 of this funding to provide direct consultant technical assistance to jurisdictions with housing planning and increase housing production. All funding for this initial allocation was exhausted on December 31, 2023. SCAG released another allocation of \$1.6M via the SCAG 2.0 Subregional Partnership Program. WRCOG provided assistance to five member agencies on six projects. Work on REAP 2.0 ended on June 30, 2026.

Proposed First Amendment to PSA between WRCOG and Iteris: WRCOG established a PSA with Iteris in 2024 as it was determined that Iteris was qualified to serve on the Transportation Planning consultant bench. Since the time the PSA was established, Iteris has assisted WRCOG in exploring the concept of a regional traffic signal coordination / Intelligent Transportation Systems (ITS) and conducted an initial feasibility analysis. Elements of this study will include a review of comparable regional efforts and lessons learned, identifying expertise necessary to plan, implement and maintain a regional system, the roles and responsibilities for various agencies for a regional system, identifying key milestones to implement, and level of funding required. Iteris is also conducting a more detailed analysis of ITS concepts in the Pass Area. These analyses are even more important as ITS is an eligible TUMF expense and provides members another opportunity to leverage TUMF funding. The desire is to amend the PSA is to extend the term through June 30, 2027. The tasks that Iteris are completing under the PSA are entirely TUMF funded.

Proposed Second Amendment to PSA between WRCOG and PlaceWorks: PlaceWorks is one of the consultants that WRCOG established a PSA with in June 2022, as part of the On-Call Planning consultant bench, in order to assist with activities and assistance conducted in the Land Use / Housing Planning discipline. That PSA was renewed for the 2025 cycle of the On-Call Planning consultant bench. The PSA established a not-to-exceed amount of \$400,000, with approximately \$300,000 of

funding from REAP 2.0 Grant funds and \$100,000 from LTF. The First Amendment to the PSA established a not-to-exceed amount of \$800,000. As previously noted, \$518,000 of the \$800,000 was REAP funded. This Second Amendment to the PSA establishes a not-to-exceed amount of \$1,200,000.

WRCOG has requested that PlaceWorks provide direct technical assistance to WRCOG members with the review of socio-economic data for the SCAG Connect SoCal Plan. In addition, WRCOG is continuing a major update of the Riverside County Transportation Analysis Model (RIVCOM). RIVCOM is utilized by jurisdictions and consultants to produce roadway forecasts and other units of measurements, such as Vehicle Miles Traveled, needed for analyses on roadway projects and General Plan updates. This update is being made to ensure consistency with SCAG's adopted growth forecasts in the Connect SoCal 2024 Plan and provides an opportunity for local agencies to update local data. These updates ensure the model accurately reflects existing and future conditions. WRCOG is requesting PlaceWorks, in order to be cost effective, to provide the technical assistance with the update of the socio-economic data that will be incorporated in the RIVCOM update.

Prior Action(s):

February 2, 2026: The Executive Committee authorized the Deputy Executive Director to execute the First Amendment to Professional Services Agreement for On-Call Services with PlaceWorks, Inc.

August 4, 2025: The Executive Committee authorized the Executive Director to execute the renewal of the On-Call Professional Services Agreement between WRCOG and PlaceWorks for support to WRCOG and its member agencies with planning activities and advisory services in an amount not-to exceed \$400,000, for a term through June 30, 2028.

February 3, 2025: The Executive Committee authorized the Executive Director to execute an On-Call Professional Services Agreement between WRCOG and Iteris for support to WRCOG and its member agencies with transportation planning activities and advisory services in an amount not-to-exceed \$150,000, for a term through June 30, 2026.

Financial Summary:

If approved, the requested action will increase PlaceWork's existing PSA from \$800,000 to \$1,200,000; the term will remain the same, through June 30, 2028. Funding for this PSA will be allocated across the TUMF (Fund 110) and LTF (Fund 210) Programs, over multiple fiscal years. The PSA for Iteris is only an extension of the term, so there is no additional financial impact, as the funds are already included in the Fiscal Year 2026/2027 budget.

Attachment(s):

[Attachment 1 - First Amendment to PSA with Iteris for On-Call Planning Services.pdf](#)

[Attachment 2 - Second Amendment to PSA with PlaceWorks for On-Call Planning Services.pdf](#)

Attachment

First Amendment to PSA with Iteris
for On-Call Planning Services

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
AND
ITERIS, INC.**

1. PARTIES AND DATE.

This First Amendment is made and entered as of June 30, 2026, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG") and Iteris, Inc., a Delaware corporation ("Consultant"). WRCOG and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Master Agreement.

WRCOG and Consultant have entered into that certain Professional Services Agreement dated February 3, 2025 ("Master Agreement").

2.2 First Amendment.

WRCOG and Consultant desire to enter into this First Amendment for the purposes of extending the Term of the Master Agreement.

3. TERMS.

3.1.2 Term. Section 3.1.2 of the Master Agreement is hereby deleted and replaced as follows:

"The term of this Agreement shall be from December 20, 2024 to June 30, 2027, unless earlier terminated as provided herein. WRCOG shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year term. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services."

3.2 Continuation of Existing Provisions.

Except as amended by this First Amendment, all provisions of the Master Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this First Amendment.

3.3 Counterparts.

This First Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument.

3.4 Electronic Delivery of Amendment; Electronic Signatures.

A manually signed copy of this First Amendment which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this First Amendment for all purposes. This First Amendment may be signed using an electronic signature.

[Signatures on the following page]

**SIGNATURE PAGE TO
FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
AND
ITERIS, INC.**

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment as of the date first written above.

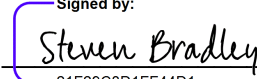
WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

By: _____

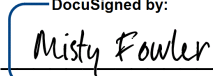
APPROVED AS TO FORM:

By: _____
Its General Counsel
Best Best & Krieger LLP

ITERIS, INC.

By: 
Steven Bradley
Senior Vice President

ATTEST:

By: 
Misty Fowler
Contracts Manager

Attachment

Second Amendment to PSA with
PlaceWorks for On-Call Planning
Services

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
AND
PLACEWORKS, INC.**

1. PARTIES AND DATE.

This Second Amendment is made and entered into this 14th day of September, 2026, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG") and PlaceWorks, Inc., a California S-Corporation ("Consultant"). WRCOG and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Master Agreement.

WRCOG and Consultant have entered into that certain Professional Services Agreement dated July 1, 2025 ("Master Agreement").

2.2 First Amendment.

WRCOG and Consultant have entered into that certain First Amendment dated February 2, 2026.

2.3 Second Amendment

WRCOG and Consultant desire to enter into this Second Amendment for the purposes of providing additional compensation for Services.

3. TERMS.

3.1 Additional Compensation. Section 3.3.1 of the Master Agreement is hereby deleted and replaced as follows:

"Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Take Order shall be set forth in the relevant Task Order. The total compensation for all Task Orders issued hereunder shall not exceed **One Million, Two Hundred Thousand Dollars (\$1,200,000)** without written approval of WRCOG, as applicable. Extra work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

3.2 Continuation of Existing Provisions.

Except as amended by this First Amendment, all provisions of the Master Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this First Amendment.

3.3 Counterparts.

This First Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument.

3.4 Electronic Delivery of Amendment; Electronic Signatures.

A manually signed copy of this First Amendment which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this First Amendment for all purposes. This First Amendment may be signed using an electronic signature.

[Signatures on the following page]

**SIGNATURE PAGE TO
SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
AND
PLACEWORKS, INC.**

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment as of the date first written above.

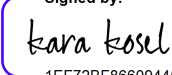
WRCOG

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

By: _____

CONSULTANT

PLACEWORKS, INC.,
a California S-Corporation

By:  _____
Signed by:
1EF72BF86600445...
Kara Kosel
Vice President, Finance

Approved to Form:

By: _____
Steven C. DeBaun
General Counsel



Western Riverside Council of Governments Joint Meeting of the WRCOG Executive Committee and Supporting Foundation Board of Directors

Staff Report

Subject: First Amendment to the Professional Services Agreement and Appendices with Yunex Traffic, LLC

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

Date: September 14, 2026

Recommended Action(s):

1. Approve a First Amendment to the Professional Services Agreement and Appendices with Yunex, LLC.

Summary:

Currently, WRCOG has a Professional Services Agreement (PSA) with Yunex, LLC (Yunex Traffic) for streetlight operations and maintenance services. The initial three-year term of the PSA will expire on December 31, 2026, and participating agencies have expressed a desire to extend the agreement with Yunex Traffic. To maintain uninterrupted services to participating agencies, staff are proposing to exercise the Option Terms of the PSA to extend the PSA to June 30, 2028.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to request approval of a First Amendment to the PSA between WRCOG and Yunex Traffic for Regional Streetlight Program operations and maintenance services. The proposed First Amendment would extend the term of the PSA to June 30, 2028, ensuring continued, uninterrupted streetlight operations and maintenance services for all participating agencies.

This item relates to WRCOG's Strategic Plan Goal #5 (Develop projects and programs that improve infrastructure and sustainable development in our region).

Discussion:

Background

WRCOG's Regional Streetlight Program provides services to eight local government agencies in WRCOG's jurisdiction, including streetlight operations and maintenance services, project management, and as-needed technical assistance for smart streetlight technologies, such as traffic sensors, and as-

needed support for broadband initiatives.

The Regional Streetlight Program was established at the direction of the Executive Committee to assist member agencies in purchasing streetlights previously owned and operated by Southern California Edison (SCE) and retrofitting them to LED technology to provide more economical operations, including lower maintenance costs and reduced energy use. Local control of the streetlight system as provides agencies with opportunities to implement Internet of Things (IoT) technologies, telecommunications, and other devices to agency-owned streetlight infrastructure.

Per the Program's Implementation Agreement with participating agencies, WRCOG is required to provide a streetlight operations and maintenance contractor to participating member agencies. In October 2023, WRCOG completed a public procurement via Request For Proposals #23-02 for Streetlight Operations and Maintenance, in which Yunex Traffic was the sole bidder and awardee. Since then, Yunex Traffic has provided streetlight operations and maintenance services to participating agencies including routine preventative maintenance, responding to work order requests and emergency knockdowns, repairing vandalism such as wire theft, and installing new lamps amongst other related services.

Present Situation

The initial three-year term of the PSA with Yunex Traffic expires on December 31, 2026. The PSA was structured with a base term of three years, with one additional one-year option term and two additional six-month option terms, for a maximum potential term of five years. Extending the term to June 30, 2028, is consistent with the PSA's optional extension terms, ensures continuity of services for all participating member agencies, and aligns the contract to end at the conclusion of Fiscal Year 2027/2028.

Between March and May 2026, staff held several meetings with all participating agencies to discuss the agreement extension, check-in on current projects, and discuss other program-related activities. During these meetings, agency staff expressed interest in extending the agreement to maintain continued services from Yunex Traffic for their jurisdiction. Several agencies expressed a desire to extend the term of the agreement for two years by exercising all option terms of the PSA, while some agencies stated their contracting policies require they exercise only one option term at a time.

To accommodate agency interests in the longer option term, WRCOG staff are proposing exercising all option terms in the PSA. Additionally, as is common practice with WRCOG contracting, staff will align the option terms to end on June 30, 2028, to align the end of the contract with fiscal year end. This approach would accommodate agencies that are interested in exercising all option terms to extend the agreement through June 30, 2028, and accommodate agencies that must follow their contracting policy by taking the one-year extension term at this time. However, since a few agencies are exercising the one-year option term only, WRCOG staff will have to return at a later date to request a Second Amendment in order to extend their specific Appendix to the PSA to June 30, 2028.

Following the Executive Committee's action on this First Amendment, and if approved, WRCOG will coordinate with participating agencies to seek their City Council or Board of Directors' approval of this First Amendment to extend the term of their Appendix to the PSA.

Prior Action(s):

October 2, 2023: The Executive Committee authorized the Executive Director to execute a Professional Services Agreement, subject to legal counsel's and participating member agencies' review and approval, with Yunex, LLC, for Streetlight Operations and Maintenance; 2) awarded a Professional Services Agreement to Yunex, LLC, for Streetlight Operations & Maintenance, pursuant to Request for Proposals Number 23-02; 3) authorized the Executive Director to execute the Letters regarding the Professional Services Agreement, subject to legal counsels' and participating member agencies' review and approval, with member agencies in the Regional Streetlight Program and Yunex, LLC, for Streetlight Operations & Maintenance; and 4) authorized the Executive Director to execute a First Amendment to the Implementation Agreement, subject to legal counsel's and member agencies' review and approval, with participating member agencies in the Regional Streetlight Program.

Financial Summary:

The fees associated with the operations & maintenance of streetlights for WRCOG's member agencies participating in the Regional Streetlight Program are paid by the members of the program; however, the money flows through WRCOG as a pass-through payment from the members to Yunex.

Attachment(s):

[Attachment 1 - First Amendment to the PSA and Appendices with Yunex Traffic.pdf](#)

**FIRST AMENDMENT TO
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT
WITH YUNEX LLC**

1. PARTIES AND DATE.

This First Amendment to the Professional Services Agreement (“First Amendment”) is made and entered into this 14th day of September, 2026, by and between the Western Riverside Council of Governments, a California public agency (“WRCOG”), and Yunex, LLC, a Delaware limited liability company (“Consultant”). WRCOG and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS

2.1 WRCOG and Consultant entered into that certain Professional Services Agreement (“Master Agreement”), dated October 2, 2023, for the provision of LED streetlight installation and ongoing operations and maintenance of street light systems for Member Agencies.

2.2 The term of the Master Agreement is currently set to expire on December 31, 2026.

2.3 Section 3.1.2 of the Master Agreement allows WRCOG to extend the term of the Master Agreement for one additional one (1) year period and two (2) additional six (6) month periods (“Option Term”), and the Option Terms may be exercised by WRCOG on behalf of all or any number of Member Agencies.

2.4 Section 3.5.14 of the Master Agreement requires written approval by the applicable Member Agency to any amendment to the Master Agreement that impacts such member Agency’s Appendix.

2.5 WRCOG and Consultant desire to amend the Master Agreement to exercise Option Terms on behalf of the Member Agencies, with varying Option Term lengths for different Member Agencies, and to obtain Member Agency approval for this First Amendment.

In consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

3. TERMS

3.1. All Option Terms under the Master Agreement are hereby exercised and the term of the Master Agreement is hereby extended until June 30, 2028, for WRCOG and the following Member Agencies:

- City of Hemet, Appendix No. 2
- Jurupa Community Services District, Appendix No. 3
- City of Lake Elsinore, Appendix No. 4
- City of Menifee, Appendix No. 5
- City of San Jacinto, Appendix No. 8

3.2. The first Option Term is hereby exercised, with two (2) additional six (6) month periods remaining, and the term of the Master Agreement is hereby extended until December 31, 2027, for the following Member Agencies:

- City of Perris, Appendix No. 7
- City of Wildomar, Appendix No. 9

3.3 All capitalized terms in this First Amendment and not expressly defined in this First Amendment shall have the meaning set forth in the Master Agreement.

3.4 Except as expressly amended by this First Amendment, all terms, conditions, covenants, and provisions of the Master Agreement shall remain unchanged and in full force and effect. In the event of any inconsistency between this First Amendment and the Master Agreement, the terms of this First Amendment shall control.

[Signatures on the following page]

**SIGNATURE PAGE
FIRST AMENDMENT TO
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT
WITH YUNEX LLC**

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first written above.

WRCOG

WESTERN RIVERSIDE COUNCIL OF
GOVERNMENTS

By:

Name:

Title:

Date:

Consultant

Yunex, LLC

By:

Name:

Title:

Date:

Approved to Form:

By:

Name:

Title:

Date:

**SIGNATURE PAGE
FIRST AMENDMENT TO
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT
WITH YUNEX LLC
AND APPENDIX NO. 2**

IN WITNESS WHEREOF, CITY OF HEMET has approved this First Amendment to the extent it impacts Appendix No. 2 as of the date first written above.

CITY OF HEMET

**By: _____
Noah Rau, Interim City Manager**

APPROVED AS TO FORM:

By: _____

ATTEST:

By: _____

**SIGNATURE PAGE
FIRST AMENDMENT TO
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT
WITH YUNEX LLC
AND APPENDIX NO. 3**

**IN WITNESS WHEREOF, JURUPA COMMUNITY SERVICES DISTRICT has
approved this First Amendment to the extent it impacts Appendix No. 3 as of the
date first written above.**

JURUPA COMMUNITY SERVICES DISTRICT

**By: _____
Chris Berch, General Manager**

APPROVED AS TO FORM:

By: _____

ATTEST:

By: _____

**SIGNATURE PAGE
FIRST AMENDMENT TO
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT
WITH YUNEX LLC
AND APPENDIX NO. 4**

IN WITNESS WHEREOF, CITY OF LAKE ELSINORE has approved this First Amendment to the extent it impacts Appendix No. 4 as of the date first written above.

CITY OF LAKE ELSINORE

**By: _____
Jason Simpson, City Manager**

APPROVED AS TO FORM:

By: _____

ATTEST:

By: _____

**SIGNATURE PAGE
FIRST AMENDMENT TO
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT
WITH YUNEX LLC
AND APPENDIX NO. 5**

IN WITNESS WHEREOF, CITY OF MENIFEE has approved this First Amendment to the extent it impacts Appendix No. 5 as of the date first written above.

CITY OF MENIFEE

**By: _____
Armando G. Villa, City Manager**

APPROVED AS TO FORM:

By: _____

ATTEST:

By: _____

**SIGNATURE PAGE
FIRST AMENDMENT TO
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT
WITH YUNEX LLC
AND APPENDIX NO. 7**

IN WITNESS WHEREOF, CITY OF PERRIS has approved this First Amendment to the extent it impacts Appendix No. 7 as of the date first written above.

CITY OF PERRIS

**By: _____
Clara Miramontes, City Manager**

APPROVED AS TO FORM:

By: _____

ATTEST:

By: _____

**SIGNATURE PAGE
FIRST AMENDMENT TO
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT
WITH YUNEX LLC
AND APPENDIX NO. 8**

IN WITNESS WHEREOF, CITY OF SAN JACINTO has approved this First Amendment to the extent it impacts Appendix No. 8 as of the date first written above.

CITY OF SAN JACINTO

**By: _____
Travis Randel, Interim City Manager**

APPROVED AS TO FORM:

By: _____

ATTEST:

By: _____

**SIGNATURE PAGE
FIRST AMENDMENT TO
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT
WITH YUNEX LLC
AND APPENDIX NO. 9**

IN WITNESS WHEREOF, CITY OF WILDOMAR has approved this First Amendment to the extent it impacts Appendix No. 9 as of the date first written above.

CITY OF WILDOMAR

**By: _____
Chris Mann, City Manager**

APPROVED AS TO FORM:

By: _____

ATTEST:

By: _____



Western Riverside Council of Governments Joint Meeting of the WRCOG Executive Committee and Supporting Foundation Board of Directors

Staff Report

Subject: Approval of General Assembly and Executive Committee Meeting Schedules for 2027

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

Date: September 14, 2026

Recommended Action(s):

1. Approve the schedule of General Assembly and Executive Committee meetings for 2027.

Summary:

The 2027 General Assembly meeting is scheduled for the 3rd Thursday in the month of June.

All Executive Committee meeting dates are proposed for the 1st Monday of the month at 2:00 p.m. If the 1st Monday is a holiday, the meeting is scheduled for the 2nd Monday. With the exception of the Strategic Planning session, which is scheduled separately in January, no Executive Committee meeting is scheduled for January or July.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to approve the General Assembly and Executive Committee meeting schedules for 2027. This aligns with Goal #4 of WRCOG's 2022-2027 Strategic Plan (Communicate proactively about the role and activities of the Council of Governments).

Discussion:

Following are the proposed 2027 meeting dates for the General Assembly and Executive Committee:

Committee	Day	Time	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
General Assembly	3rd Thursday	6:30 p.m.	-	-	-	-	-	17	-	-	-	-	-	-
Executive	1st Monday	2:00 p.m.	DARK	1	1	5	3	7 & 18 ¹	DARK	2	13 ²	4	1	6

¹The June 18, 2027, Executive Committee meeting will be held at 10:00 a.m. at Pechanga Resort

Casino.

²The September Executive Committee meeting is scheduled for the 2nd Monday due to observance of Labor Day.

Prior Action(s):

None.

Financial Summary:

The result of the recommended action causes no fiscal impact.

Attachment(s):

None.



Western Riverside Council of Governments Joint Meeting of the WRCOG Executive Committee and Supporting Foundation Board of Directors

Staff Report

Subject: Amendment to the Appendix of the WRCOG Conflict of Interest Code

Contact: Janis Leonard, Administrative Services Manager, jleonard@wrcog.us, (951) 405-6702

Date: September 14, 2026

Recommended Action(s):

1. Adopt Resolution Number 27-26; A Resolution of the Executive Committee of the Western Riverside Council of Governments amending the Conflict of Interest Code of Western Riverside Council of Governments and direct that such amendment be submitted to the Riverside County Board of Supervisors as WRCOG's code-reviewing body (Gov. Code § 82011) requesting approval of the amendment as required under Government Code section 87303.

Summary:

The Political Reform Act (the "Act") requires all state and local agencies to adopt and maintain a Conflict of Interest Code establishing the rules for disclosure of personal assets and the prohibition from making or participating in making governmental decisions that may affect any personal assets. The Conflict of Interest Code must specifically designate all agency positions, except those listed in Government Code section 87200, that make or participate in the making of decisions and assign specific types of personal assets to be disclosed that may be affected by the exercise of powers and duties of that position.

The Act further requires that an agency regularly review and update its Code as necessary when directed by the code-reviewing body or when change is necessitated by changed circumstances (Sections 87306 and 87306.5).

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to request approval of an amendment to the Conflict of Interest Code. This item aligns with WRCOG's 2022-2027 Strategic Plan Goal #3 (Ensure fiscal solvency and stability of the Western Riverside Council of Governments).

Discussion:

Background

The Political Reform Act (the “Act”) requires all state and local agencies to adopt and maintain a Conflict of Interest Code establishing the rules for disclosure of personal assets and the prohibition from making or participating in making governmental decisions that may affect any personal assets. The Conflict of Interest Code must specifically designate all agency positions, except those listed in Government Code section 87200, that make or participate in the making of decisions and assign specific types of personal assets to be disclosed that may be affected by the exercise of powers and duties of that position.

The Act further requires that an agency regularly review and update its Code as necessary when directed by the code-reviewing body or when change is necessitated by changed circumstances (Sections 87306 and 87306.5).

Present Situation

Pursuant to the Act, WRCOG adopted a Conflict of Interest Code which was last approved by the Riverside County Board of Supervisors in 2024. Review of the Code shows that it must be amended to revise disclosure categories, delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions, update the language to reflect newly passed SB 852 - revising Form 700 filing requirements for Public Officials who manage public investments - and also makes other technical changes.

Attached is a redline version of the proposed amended Code showing the revisions being made to the Conflict of Interest Code.

Prior Action(s):

None.

Financial Summary:

The action of this item creates no fiscal impact.

Attachment(s):

[Attachment 1 - Notice of Intention to amend Conflict of Interest Code.pdf](#)

[Attachment 2 - Legislative version of Conflict of Interest Code.pdf](#)

[Attachment 3 - Resolution Number 27-26 amending the Conflict of Interest Code.pdf](#)

NOTICE OF INTENTION TO AMEND THE CONFLICT OF INTEREST CODE OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

NOTICE IS HEREBY GIVEN that the Executive Committee of the Western Riverside Council of Governments (“WRCOG”) intends to amend WRCOG’s Conflict of Interest Code (the “Code”) pursuant to Government Code Section 87306.

The Appendix of the Code designates those employees, members, officers, and consultants who make or participate in the making of decisions and are subject to the disclosure requirements of WRCOG’s Code. WRCOG’s proposed amendment includes a revision of disclosure of categories, deletion of titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions, and updated language to reflect newly passed SB 852, revising form 700 filing requirements for Public Officials who manage public investments, and also makes other technical changes.

The proposed amended Code will be considered by the Executive Committee on September 14, 2026, at 2:00 p.m. at the Riverside County Administration Center, 4080 Lemon Street, Riverside, California. Any interested person may be present and comment at the public meeting or may submit written comments concerning the proposed amendment. Any comments or inquiries should be directed to the attention of Janis Leonard, Administrative Services Manager, Western Riverside Council of Governments, 1955 Chicago Avenue, Suite 200, Riverside, CA 92507; (951) 405-6702. Written comments must be submitted no later than September 14, 2026, at 2:00 p.m.

The proposed amended Code may be reviewed at, and copies obtained from, the office of the Administrative Services Manager, during regular business hours.

LAW OFFICES OF
BEST BEST & KRIEGER LLP

**CONFLICT OF INTEREST CODE
OF THE
WESTERN RIVERSIDE
COUNCIL OF GOVERNMENTS**

BBK – ~~August 2024~~ July 2026

20323.00005\45190474.1

CONFLICT OF INTEREST CODE **OF THE** **WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS**

(Amended ~~September 9, 2024~~ September 14, 2026)

The Political Reform Act, (Gov~~ernment~~- Code ~~§-Section~~ 81000, et seq.), requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal~~ifornia~~- Code of Regulation~~s~~- ~~§-Section~~ 18730), that contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations ~~section-Section~~ 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the ~~-Conflict of -Interest -Code of the~~ **Western Riverside Council of Governments ("WRCOG")**.

~~—All officials and designated positions required to submit a statement of economic interests shall file their statements with the Administrative Services Manager as WRCOG's Filing Officer. The Administrative Services Manager shall make and retain a copy of all statements filed by Members of the Executive Committee, the Executive Director and the Treasurer, and forward the originals of such statements to the Clerk of the Board of Supervisors. The Administrative Services Manager shall retain the originals of the statements of all other officials and designated positions and make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code Section 81008.)~~

Officials Who Manage Public Investments shall electronically file their statements of economic interests directly with the Fair Political Practices Commission. Individuals holding designated positions shall file their statements of economic interests with

Formatted: Font: Not Bold

LAW OFFICES OF
BEST BEST & KRIEGER LLP

WRCOG, which will make the statements available for public inspection and reproduction.
(Government Code Section 81008.)

Formatted: Font: Not Bold

-2-

BBK – ~~August 2024~~ July 2026

20323.00005\45190474.1

APPENDIX
CONFLICT OF INTEREST CODE
OF THE
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

(Amended ~~September 9, 2024~~ September 14, 2026)

PART “A”
OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

WRCOG Officials who manage public investments, as defined by 2 ~~California~~-
Code of Regulations- ~~§-Section~~ 18700.3(b), are NOT subject to WRCOG's Code, but
must file disclosure statements under Government Code Section 87200 et seq. [Regs.
§ 18730(b)(3)] These positions are listed here for informational purposes only.

It has been determined that the positions listed below are officials who manage
public investments¹:

Executive Committee Members, including ex-officio non-voting members
Executive Director
Treasurer
Chief Financial Officer
Investment Consultant

¹—Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or
written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political
Practices Commission makes the final determination whether a position is covered by § 87200.

-APP. A-1-

BBK — ~~August 2024~~ July 2026

**DESIGNATED POSITIONS
GOVERNED BY THE CONFLICT OF INTEREST CODE**

Formatted: Font: 12 pt

**DESIGNATED POSITIONS'
TITLE OR FUNCTION**

**DISCLOSURE CATEGORIES
ASSIGNED**

~~Administrative Services Director~~

~~5~~

Formatted: Font color: Red, Strikethrough

Administrative Services Manager

5

Deputy Executive Director

1, 2

Director (ALL)

4

General Counsel

1, 2

Program Manager (ALL)

4

Analyst (ALL)

5

Program Specialist (ALL)

5

MEMBERS OF BOARDS, COMMITTEES AND COMMISSIONS:

DESIGNATED POSITIONS' TITLE OR FUNCTION

**DISCLOSURE CATEGORIES
ASSIGNED**

Finance Directors Committee

1, 2

Planning Directors Committee

2, 3, 5

Public Works Committee

2, 3, 5

Solid Waste Committee

2, 5

Technical Advisory Committee

1, 2

Consultants and New Positions²

Formatted: No underline

Formatted: No underline

² Individuals serving as a consultant as defined in FPPC Reg 18700.3(a) or in a new position created since this Code was last approved that makes or participates in the making of decisions must file under the broadest disclosure set forth in this Code subject to the following limitation:

The Executive Director may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.). The Executive Director's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)

PART “B”

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designate position must disclose for each disclosure category to which the designated is assigned.³ ~~“Investment” means financial interest in any business entity (including a consulting business or other independent contracting business) and Such economic interests~~ are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of WRCOG.

Category 1: All investments, ~~and~~ business positions in business entities, and sources of income, (including receipt of gifts, loans and travel payments), that are located in, do business in or that own real property in the jurisdiction of WRCOG.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of WRCOG, including any leasehold, beneficial or ownership interest or option to acquire property.

Category 3: All investments, ~~and~~ business positions in business entities, and sources of income, (including receipt of gifts, loans and travel payments), that are engaged in land development, construction or the acquisition or sale of real property in within the jurisdiction of WRCOG.

Category 4: All investments, ~~and~~ business positions in business entities, and sources of income, (including receipt of gifts, loans and travel payments), that provide services (including training or consulting services), products, materials, machinery, vehicles or equipment of ~~a the~~ type purchased or leased by WRCOG.

Category 5: All investments, ~~and~~ business positions in business entities, and sources of income, (including receipt of gifts, loans and travel payments), that provide services (including training or consulting services), products, materials, machinery, vehicles or equipment of ~~a the~~ type purchased or leased by the designated position's department, unit or division.

Formatted: Justified

³ _____ This Conflict of Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)

RESOLUTION NUMBER 27-26

A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS AMENDING THE CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974

WHEREAS, the State of California enacted the Political Reform Act of 1974, Government Code Section 81000 et seq. (the "Act"), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the Western Riverside Council of Governments ("WRCOG") and requires all public agencies to adopt and promulgate a Conflict of Interest Code; and

WHEREAS, the Executive Committee adopted a Conflict of Interest Code (the "Code") for WRCOG which was amended on September 9, 2024, in compliance with the Act; and

WHEREAS, subsequent changed circumstances within WRCOG have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update WRCOG's Code; and

WHEREAS, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief which could result in WRCOG being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

WHEREAS, notice of the time and place of a public meeting on, and of consideration by the Executive Committee, the proposed amended Code was provided each affected designated position and publicly posted for review at the Western Riverside Council of Governments offices, 3390 University Ave., Suite 200, Riverside, California; and

WHEREAS, a public meeting was held upon the proposed amended Code at a regular meeting of the Executive Committee of WRCOG on September 14, 2026, at which all present were given an opportunity to be heard on the proposed amended Code.

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

Section 1. The Executive Committee does hereby adopt the proposed amended Conflict of Interest Code, a copy of which is attached hereto and shall be on file with the Administrative Services Manager and available to the public for inspection and copying during regular business hours.

Section 2. The said amended Code shall be submitted to the Board of Supervisors of the County of Riverside for approval.

Section 3. The said amended Code shall become effective immediately upon approval by the Riverside County Board of Supervisors.

PASSED AND ADOPTED by the Executive Committee of the Western Riverside Council of Governments on September 14, 2026.

Jacque Casillas, Chair
WRCOG Executive Committee

Christopher Gray, Secretary
WRCOG Executive Committee

Approved as to form:

Steven DeBaun
WRCOG Legal Counsel

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

CONFLICT OF INTEREST CODE

OF THE

WESTERN RIVERSIDE

COUNCIL OF GOVERNMENTS

CONFLICT OF INTEREST CODE
OF THE
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

(Amended September 14, 2026)

The Political Reform Act, (Government Code Section 81000, et seq.), requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730), that contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the Conflict of Interest Code of the **Western Riverside Council of Governments ("WRCOG")**.

Officials Who Manage Public Investments shall electronically file their statements of economic interests directly with the Fair Political Practices Commission. Individuals holding designated positions shall file their statements of economic interests with WRCOG, which will make the statements available for public inspection and reproduction. (Government Code Section 81008.)

APPENDIX
CONFLICT OF INTEREST CODE
OF THE
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

(Amended September 14, 2026)

PART “A”
OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

WRCOG Officials who manage public investments, as defined by 2 California Code of Regulations Section 18700.3(b), are NOT subject to WRCOG’s Code, but must file disclosure statements under Government Code Section 87200 et seq. [Regs. § 18730(b)(3)] These positions are listed here for informational purposes only.

It has been determined that the positions listed below are officials who manage public investments¹:

Executive Committee Members, including ex-officio non-voting members
Executive Director
Treasurer
Chief Financial Officer
Investment Consultant

¹Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

**DESIGNATED POSITIONS
GOVERNED BY THE CONFLICT OF INTEREST CODE**

<u>DESIGNATED POSITIONS' TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES ASSIGNED</u>
Administrative Services Manager	5
Deputy Executive Director	1, 2
Director (ALL)	4
General Counsel	1, 2
Program Manager (ALL)	4
Analyst (ALL)	5
Program Specialist (ALL)	5

MEMBERS OF BOARDS, COMMITTEES AND COMMISSIONS:

Finance Directors Committee	1, 2
Planning Directors Committee	2, 3, 5
Public Works Committee	2, 3, 5
Solid Waste Committee	2, 5
Technical Advisory Committee	1, 2
Consultants and New Positions ²	

²Individuals serving as a consultant as defined in FPPC Reg 18700.3(a) or in a new position created since this Code was last approved that makes or participates in the making of decisions must file under the broadest disclosure set forth in this Code subject to the following limitation:

The Executive Director may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.). The Executive Director's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)

PART “B”

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designate position must disclose for each disclosure category to which the designated is assigned.³ Such economic interests are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of WRCOG.

Category 1: All investments, business positions in business entities, and sources of income, (including receipt of gifts, loans and travel payments), that are located in, do business in or that own real property in the jurisdiction of WRCOG.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of WRCOG, including any leasehold, beneficial or ownership interest or option to acquire property.

Category 3: All investments, business positions in business entities, and sources of income, (including receipt of gifts, loans and travel payments), that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of WRCOG.

Category 4: All investments, business positions in business entities, and sources of income, (including receipt of gifts, loans and travel payments), that provide services (including training or consulting services), products, materials, machinery, vehicles or equipment of the type purchased or leased by WRCOG.

Category 5: All investments, business positions in business entities, and sources of income, (including receipt of gifts, loans and travel payments), that provide services (including training or consulting services), products, materials, machinery, vehicles or equipment of the type purchased or leased by the designated position's department, unit or division.

³ This Conflict of Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)



Western Riverside Council of Governments Joint Meeting of the WRCOG Executive Committee and Supporting Foundation Board of Directors

Staff Report

Subject: Professional Services Agreement with David Taussig and Associates, Inc., doing business as DTA, for PACE Assessment District Administration Services

Contact: Casey Dailey, Interim Deputy Executive Director, cdailey@wrcog.us, (951) 405-6720

Date: September 14, 2026

Recommended Action(s):

1. Authorize the Interim Executive Director to execute a Professional Services Agreement with David Taussig and Associates, Inc., doing business as DTA, substantially as to form, with any changes to be approved by legal counsel, for annual assessment administration and micro bond sales for the WRCOG PACE Programs through June 30, 2031.

Summary:

WRCOG currently contracts with DTA to provide assessment district administration and micro-bond sale services for WRCOG's PACE Program. The proposed five year Agreement will continue the existing scope of services and fee structure, with fees remaining fixed for the first three years and eligible for an annual cost-of-living adjustment thereafter, not to exceed 5%. Costs associated with the Agreement will continue to be paid through administrative fees collected from property owners with WRCOG PACE assessments.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to request authorization for the Interim Executive Director to execute a five-year Professional Services Agreement with David Taussig and Associates, Inc., doing business as DTA, for assessment district administration and micro-bond sale services related to WRCOG's PACE Program. This item supports WRCOG's 2022–2027 Strategic Plan Goal #5 (Develop projects and programs that improve infrastructure and sustainable development in the region).

Discussion:

Background

In December 2011, WRCOG launched the HERO Program which provided Property Assessed Clean

Energy (PACE) financing to residential and commercial property owners in western Riverside County. In 2014, the California HERO Program was launched to offer PACE financing in jurisdictions throughout California. From 2011 - 2020, over 90,000 residential PACE assessments were completed across California as part of the HERO and California HERO Programs. On December 7, 2020, the Executive Committee discontinued WRCOG's Residential Property Assessed Clean Energy (PACE) Program due to years of declining PACE assessments and the filing of bankruptcy by Renovate America. The Commercial PACE (C-PACE) portion of the Program remains active.

The WRCOG PACE Programs are structured to fund WRCOG's administrative costs, as well as the costs of its program partners, DTA, Public Financial Management (PFM), and Best Best & Krieger (BB&K), and trustees (Wilmington Trust and Bank of New York Mellon), through the costs of issuance associated with each Residential and Commercial PACE bond as well as annual assessment administrative fees.

Since program inception, DTA has been an essential partner to WRCOG in the overall administration of the PACE assessments to ensure assessments are collected, correctly applied to the appropriate parcels and underlying bonds, providing payoff calculations and other technical support to maintain program functionality and financial solvency.

In 2021, WRCOG issued a Request for Proposals (RFP) to seek proposals from firms who perform the specialized services required of the WRCOG PACE Programs. The only firm to respond to the RFP at the time was DTA. WRCOG staff were subsequently directed to re-issue the RFP in the hope that additional firms would apply. DTA was the only firm to respond to the second RFP. Since 2021, the market for these specialized services has not changed and staff is unaware of any new firms that possess the same skills, experience and expertise as DTA to accomplish the needs of this agreement.

Present Situation

WRCOG currently contracts with DTA for assessment district administration and micro-bond sale services related to WRCOG's PACE Programs. These services support the ongoing administration of WRCOG's Residential and Commercial PACE assessments, including assessment processing, annual assessment administration, prepayment and payoff processing, bond-related services, and delinquency and foreclosure support. However, the current contract has reached the end of its term as well as the maximum number of amendments permitted under WRCOG's Procurement and Purchasing Policy. To align with WRCOG's Procurement and Purchasing Policy, staff prepared a Sole Source Justification to support entering into a new agreement with DTA without conducting a competitive solicitation. Sole Source Justifications are only to be used when there are specialized services that are unique to a specific firm or vendor that are unavailable elsewhere in the marketplace.

The Sole Source Justification is based on DTA's specialized experience administering California PACE assessments, its extensive institutional knowledge of WRCOG's PACE Programs, and the results of prior competitive solicitations in which DTA was the only firm to submit a responsive proposal. Staff determined that no other known vendor is currently available with an equivalent combination of program-specific knowledge, assessment administration experience, and bond-related expertise necessary to provide these services without disrupting ongoing program operations.

The scope of services proposed by DTA continues the services provided under the existing agreement and includes, but is not limited to, the following:

1. Formation of Assessment Districts and Bond Sales:

- Assist the WRCOG project team with preparing required documents, including Engineer's Reports or similar documents, assessment agreements, bond documents, and related materials.
- Review assessment documentation for each parcel.
- Enter parcel information, including the Assessor's Parcel Number (APN), debt service, and situs and mailing addresses, into DTA's system.
- Attend meetings and provide technical assistance and consulting support to WRCOG staff.

2. Annual Administration:

- Maintain a database of parcels within each PACE Program, including the Assessor's Parcel Number, annual assessment amount, and other relevant information.
- Maintain the property owner web portal and integrate payoff and paydown requests with DTA's PACEAnalytics system.
- Submit the annual assessment levy on or before August 10th of each year, or such other date specified by the applicable county, to the Auditor-Controller for inclusion on the consolidated property tax bills.
- Review county records to identify parcels delinquent in the payment of property taxes, prepare delinquency reports, and issue reminder notices when requested.
- Provide bond trustees with instructions regarding the allocation of assessment revenues received.
- Respond to property owner questions and refer legal complaints, contractor matters, and questions regarding installed improvements to WRCOG or its designee.
- Prepare prepayment and payoff calculations and the corresponding bond redemption documents.
- Provide support related to refunds associated with the ongoing administration, prepayment, and payoff process.

Under the current agreement, DTA receives a fixed fee of \$1,750 per participating county, plus \$25 per parcel per fiscal year, for the basic annual administration of WRCOG's PACE assessments. The proposed agreement will maintain this existing fee structure for the first three years. After the first three years, the fees may be adjusted annually based on the Consumer Price Index (CPI) for the Riverside-San Bernardino-Ontario area or 5%, whichever is less. The proposed agreement will not result in an increase to the Annual Assessment Administrative Fee charged to property owners with WRCOG PACE assessments. Costs associated with the ongoing administration of the PACE Program will continue to be paid through available program administrative revenues and funds held by the applicable bond trustee rather than through WRCOG's General Fund.

In summary, DTA has been an essential partner to WRCOG's PACE Programs since inception; DTA provides a specialized service that has been tailored to WRCOG specific needs in order to administer the Program and changing vendors would create inefficiencies and confusion in the administration of a very complex program. Finally, DTA has agreed to keep their fees the same for the first three years of the proposed agreement with a CPI increase in the fourth and fifth years of the agreement.

For the reasons listed above, staff requests that the Executive Committee authorize the Interim Executive Director to approve the Professional Services Agreement with DTA (Attachment 1).

Prior Action(s):

August 12, 2026: The Administration & Finance Committee recommended that the Executive Committee authorize the Interim Executive Director to execute a Professional Services Agreement with David Taussig and Associates, Inc., doing business as DTA, for annual assessment administration and micro bond sales for the WRCOG PACE Programs through June 30, 2031.

December 6, 2021: The Executive Committee authorized the Executive Director to approve a Professional Services Agreement between WRCOG and David Taussig and Associates, Inc., doing business as DTA.

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

Financial Summary:

PACE Program activities are included in the Agency's adopted Fiscal Year 2026/2027 Budget under the Energy & Environmental Department. The costs associated with the proposed Agreement are paid through administrative fees incurred by property owners with WRCOG PACE assessments.

Attachment(s):

[Attachment 1 - Draft agreement with DTA.pdf](#)

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into September 14, 2026, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG"), and David Taussig and Associates, Inc., dba DTA, a California corporation ("Consultant"). WRCOG and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by WRCOG on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing services for the formation and annual administration of an assessment district and micro-bond sales to fund authorized Property Accessed Clean Energy (PACE) program facilities, is licensed in the State of California, and is familiar with the plans of WRCOG.

2.2 Project.

WRCOG desires to engage Consultant to render such professional services for the Assessment Administration for the WRCOG PACE Program ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to WRCOG all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the formation and annual administration of an assessment district and micro-bond sales to fund authorized PACE program facilities for services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, and which are stated in the proposal to WRCOG and approved by WRCOG's Executive Committee. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **January 1, 2027, to June 30, 2031**, 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:

Andrea Roess, Managing Director

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

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

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

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

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

3.2.10 Insurance.

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

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

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

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

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

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

(A) General Liability.

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

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

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

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

the exact same coverage.

(B) Automobile Liability.

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

(C) Workers' Compensation and Employers Liability Coverage.

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

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

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

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

(ii) Consultant shall provide WRCOG at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such

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

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

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

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

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

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

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

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

3.2.10.8 Verification of Coverage. Consultant shall furnish WRCOG with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to WRCOG. The certificates and endorsements for each

insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by WRCOG if requested. All certificates and endorsements must be received and approved by WRCOG before work commences. WRCOG reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. Extra Work may be authorized, as described below, and, if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Cost-of-Living Adjustment. "All fees for services apply through the first three (3) years of the contract and are subject to a cost of living increase thereafter. The cost-of-living allowance would be the actual cost-of-living increase based on Consumer Price Index, Riverside-San Bernardino-Ontario Area, for All Urban Customers ("CPI-U") as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding 1-year term."

3.3.3 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 2026-67-2104-001, 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.

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

3.3.5 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.

3.3.6 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: **David Taussig and Associates, Inc. dba DTA**
 5000 Birch Street, Suite 3000
 Newport Beach, CA 92660
 Attn: Andrea Roess
 Facsimile: (949) 955-1590

WRCOG: **Western Riverside Council of Governments**
 1955 Chicago Ave, Suite 200
 Riverside, CA 92507
 Attn: Christopher Gray
 Facsimile: (951) 405-6710

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.

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

DAVID TAUSSIG AND ASSOCIATES INC.
DBA DTA

By: _____
Christopher Gray
Interim Executive Director

By: _____
Title: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
General Counsel
Best Best & Krieger LLP

By: _____
Its: _____

*A corporation requires the signatures of two corporate officers.

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

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

EXHIBIT "A"

SCOPE OF SERVICES

DTA shall provide the consulting services necessary to assist the WRCOG project team with the ongoing administration of WRCOG's PACE Programs. Our Scope of Work is shown below as two separate phases.

Phase I: Formation and Bond Sale

Tasks to be completed by DTA shall include the following:

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

Phase II: Annual Administration

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

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

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

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

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

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

Extra Tasks:

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

EXHIBIT "B"

FEE SCHEDULE

Phase I: Formation and Bond Sale

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

Phase II: Annual Administration

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

Proposed Budget

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

Notes:

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

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

Phase III: Limitations

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

Services

Table 1: Proposed C-PACE Budget

Project Task	Charge
1. Database Setup and Review of Bond Closing Data	Project Costs Less Than or Equal To \$1,000,000 0.52% of Project Costs Project Costs Between \$1,000,001-\$5,000,000 \$5,200 for First \$1,000,000 of Project Costs, Plus 0.10% of Project Costs Thereafter, Up to \$5,000,000 Project Costs Exceeding \$5,000,001 \$9,200 for First \$5,000,000 of Project Costs, Plus 0.025% of Project Costs Thereafter ¹
2. Document Recordation	\$50 per Recorded Document (e.g., NOA/PCAR, ROL, or Addendums), Plus Fees ²
3. Enroll Assessment Installment Payments 4. Assessment Installment Collections 5. Public Information 6. Program Reports	\$500 Annual Fee per Parcel Enrolled ³ , Plus \$1,000 for Any New County Not Currently Active [PACE Provider]'s Program
7. Assessment Payoffs and Bond Redemptions	\$500 Fixed Fee per Calculation

Notes:

1. One-time fee paid at the earlier of assignment or bond closing.
2. Agent and County recording fees are to be paid directly by WRCOG or PACE Provider.
3. For deals with more than one parcel, the fee for each additional parcel will be \$150 per parcel.
4. Initial year fee only applies to projects that fall within a county that [PACE Provider] is not actively enrolling.

DTA's Fee Schedule

Exhibit "B"

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

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

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



Western Riverside Council of Governments Joint Meeting of the WRCOG Executive Committee and Supporting Foundation Board of Directors

Staff Report

Subject: WRCOG 2027 General Assembly & Leadership Address Speaker Selection by the WRCOG Supporting Foundation

Contact: Bonnie Woodrome, Manager of Communications and External Affairs,
bwoodrome@wrcog.us, (951) 405-6752

Date: September 14, 2026

Recommended Action(s):

1. Authorize the Supporting Foundation Secretary to execute an agreement with the Washington Speakers Bureau to secure a speaker selected by the WRCOG Supporting Foundation, in an amount not to exceed the chosen speaker fee decided at this meeting, plus travel, meal, lodging expenses, and contingencies.
2. Authorize the Supporting Foundation Secretary to take any necessary actions to carry out the purpose and intent of this authorization.

Summary:

Planning is underway for the 2027 General Assembly & Leadership Address, scheduled for June 17, 2027, at Pechanga Resort Casino. The General Assembly Ad Hoc Committee met on August 18 and 25, 2026, to review feedback and past speaker history and recommends that the WRCOG Supporting Foundation consider three speaker options provided by the Washington Speakers Bureau (WSB). Staff requests authority to work with WSB to secure a speaker based on the Supporting Foundation selection.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to request approval for the Interim Executive Director to enter into a contract with WSB for speaker selection for the 2027 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

Each year, WRCOG selects a distinguished professional and thought-provoking leader to serve as the

keynote speaker for the General Assembly. Selected by the General Assembly Ad Hoc Committee, the speaker offers meaningful insights and perspectives on leadership and issues relevant to the region and is a highlight of the annual event.

Present Situation

Following the success of the 2026 event, planning is underway for the 2027 General Assembly & Leadership Address, scheduled for June 17, 2027, at Pechanga Resort Casino.

Historically, the Administration & Finance (A&F) Committee provided input on keynote speaker selection before a recommendation was presented to the Executive Committee for final approval. Speaker selection now falls under the purview of the Supporting Foundation, although the A&F Committee may continue to provide input. Due to changes in the A&F Committee meeting schedule, this item was not presented to that Committee.

To support the 2027 selection process, WSB reviewed feedback collected from attendees, sponsors, Executive Committee members, and staff through the post-General Assembly Executive Committee discussion on June 19, 2026, and through attendee and sponsor surveys. Based on this feedback, WSB evaluated potential speakers representing a range of industries, topics, and fee levels, and developed a focused list for consideration.

The General Assembly Ad Hoc Committee—consisting of 2nd Vice-Chair Christian Dinco, Chuck Conder, Lori Stone, Eric Cundeiff, and Michael Vargas—reviewed the proposed speakers, stakeholder feedback, and WRCOG’s history of past keynote speakers. At the Ad Hoc Committee’s request, the Supporting Foundation will consider the candidates presented below and rank in order the speakers preferred for the event. A budget of \$100,000, excluding travel, lodging, meals, and incidental expenses is based on prior year’s costs and can be considered for 2027.

Name	Known For
Kat Cole	CEO, AG1; Strategic Advisor; Investor
Mike Massimino & Garrett Reisman	Massimino: Former NASA Astronaut, New York Times Bestselling Author, Media and TV Personality, Columbia University Professor & NASA Astronaut. Reisman: SpaceX Director of Space Operations, Professor at USC.
Mike Pompeo	70th Secretary of State and Former CIA Director

For additional context, Attachment 1 to this Staff Report includes available fee information for the proposed candidates, information regarding speakers considered, historical keynote speaker costs, and a list of General Assembly speakers dating back to 2001.

Staff is seeking authorization to work with WSB to pursue and secure a keynote speaker based on the Supporting Foundation’s preferred candidates, subject to availability and at a speaker fee not to exceed

the amount presented for the selected candidate at today's meeting.

Prior Action(s):

None.

Financial Summary:

Estimated costs associated with the 2027 General Assembly & Leadership Address are included in the adopted Fiscal Year 2026/20267 Supporting Foundation Budget; however, the budget is an estimate based on prior year costs. Once a speaker has been selected, a budget amendment will be brought forward, if necessary.

Attachment(s):

[Attachment 1: GA Speakers 2027.pdf](#)

2027 General Assembly & Leadership Address Speaker Considerations

Speaker Budget

Year	Speaker	Budget
2027	TBD	\$100,000
2026	Tony Hawk	\$88,000
2025	Adm. William H. McRaven	\$76,000

GA Committee Recommendation for 2027

Name	Known For	Speaking price (does not include travel/ hotel/meals)
Kat Cole	CEO, AG1; Strategic Advisor; Investor	\$85,000
Mike Massimino & Garrett Reisman	Former NASA Astronaut, New York Times Bestselling Author, Media and TV Personality, Columbia University Professor & NASA Astronaut, SpaceX Director of Space Operations, Professor at USC	\$115,000
Mike Pompeo	70 th Secretary of State (2018-2021), Former Director of the CIA	\$90,000

2027 General Assembly & Leadership Address considered speakers

John Kasich • Gary Sinise • Ben Stein • Donna Brazile • Michael Steele • David Goggins • Lance Armstrong • Captain Sandy • John Maxwell • Phil Washington • Mike Krzyzewski • Mitch Landrieu • Weird Al Yankovic • Christophe Fox • Reese Witherspoon • Rodney Mullen • Miguel Vazquez • Tim Tebow • Brene Brown • Mark Rober • Magic Johnson • Stephan Bean • Mike Pompeo • Scott Greenberg • Mike Rowe • Waldo Waldman • Reggie Miller • Van Jones • James Clear • Simon Sinek • Jimmy Chin • Marc Randolph • Suneel Gupta • Dr. Vivek Murthy • Daniel Pink • Ed Catmull • John Maxwell • Hunter and Tara Davis Woodall • Gina Raimondo

Keep in mind that the list was significantly pared down due to the following:

- Exceeds Speaker budget
- Current elected official in office (cannot be paid to speak)
- Unavailable/ Not taking speaking engagements at this time

Speakers Detail 2015-2025

Year	Speaker(s)	Speaking price (does not include travel/ hotel/meals)	Representative Agency
2026	Tony Hawk	\$88,000	WSB
2025	Adm. William H. McRaven	\$76,000	WSB
2024	Sean McVay	\$135,000	HWA
2023	Doris Kearns Goodwin	\$77,200	WSB
2022	Steve Wozniak	\$65,000	WSB
2021	Daymond John	\$36,000	WSB
2019	Josh Earnest	\$49,900	WSB
2018	Steve Forbes	\$55,000	HWA
2017	Robert Gates	\$75,500	WSB
2016	Julia Gillard	\$40,000	HWA

All WRCOG Keynote Speakers

Year	Speaker(s)	Year	Speaker
2001	Joel Kotkin	2014	James Carville & Mary Matalin
2002	Henry Cisneros	2015	David Gergen
2003	Peter Calthorpe	2016	Julia Gillard
2004	Bill Handel	2017	Robert Gates
2005	Steve Bridges	2018	Steve Forbes
2006	Oliver North	2019	Josh Earnest
2007	Sam Donaldson	2020	n/a
2008	George Stephanopoulos	2021	Daymond John
2009	Patrick Buchanan	2022	Steve Wozniak
2010	Dee Dee Myers & Karl Rove	2023	Doris Kearns Goodwin
2011	Condoleezza Rice	2024	Sean McVay
2012	Colin L. Powell	2025	Adm. William H. McRaven
2013	George W. Bush	2026	Tony Hawk



Kat Cole

CEO, AG1; Strategic Advisor; Investor

Sharing the story of her accelerated rise up the corporate ladder, from her start working as a hostess to leading some of the world's best-known food brands, Kat Cole provides insight and perspective on what it takes to create and lead successful teams, drive innovation and growth, lead with heart and sustain excellence.

Videos

- [The “Hot Shot Rule” To Help You Become a Better Leader](#)
- [Kat Cole on How Great Leaders Balance Legacy and Innovation](#)
- [Kat Cole on How to Innovate without Leaving Customers Behind](#)
- [Kat Cole on Building an Authentic Executive Presence](#)



MIKE MASSIMINO

FORMER NASA ASTRONAUT, NY TIMES BESTSELLING AUTHOR; MEDIA AND TV PERSONALITY; COLUMBIA UNIVERSITY PROFESSOR

The first person to tweet from space and a four-time spacewalker on two missions to the Hubble Space Telescope, including the final Hubble servicing mission, which has been called the most dangerous and complex mission in space shuttle history, Mike Massimino uses humor and his unique storytelling ability to inspire audiences to identify the passion in their work, to use teamwork and innovation to solve problems, to provide leadership in the face of adversity, and to never give up when pursuing a goal.

Videos

- [Mike Massimino on Accepting Organizational and Technological Change](#)
- [Mike Massimino on Resilience in the Face of Adversity](#)
- [Mike Massimino on Having Persistence When Pursuing a Goal](#)
- [Mike Massimino on Recognizing the Purpose in Your Work](#)
- [Introducing Mike Massimino](#)



GARRETT REISMAN

NASA ASTRONAUT, SPACEX DIRECTOR OF SPACE OPERATIONS, PROFESSOR AT USC

A NASA Astronaut who flew on all three Space Shuttles and went on to become an executive at Elon Musk's SpaceX, Dr. Garrett Reisman will describe what it was like to fly on the Space Shuttle and what the future holds for human spaceflight in an unforgettably funny and entertaining way.

Videos

- [Astronaut Garrett Reisman, Keynote Speaker](#)
- [What's It Like To Launch In The Space Shuttle?](#)
- [Garrett Reisman - Limmud FSU 2010 - New York](#)
- [Inspiration & Determination](#)



MIKE POMPEO

70th Secretary of State (2018-2021), Former Director of the CIA (2017-2018)

Engaging Mike Pompeo as a speaker offers your audience the rare opportunity to gain direct insights from a former Secretary of State who has navigated the highest levels of government and international relations. His presentations not only enlighten but also equip audiences with the knowledge and strategies to enhance their global operations, leadership, and strategic vision.

VIEW CLIP(S):

[Mike Pompeo on Destroying Iran's Nuclear Capability](#)

[Mike Pompeo on Distrust in Putin and the War in Ukraine](#)

[Mike Pompeo on Navigating High Stakes Leadership Dilemmas](#)

[Mike Pompeo on Why America Can't Afford to Be Isolationist](#)



Western Riverside Council of Governments Joint Meeting of the WRCOG Executive Committee and Supporting Foundation Board of Directors

Staff Report

Subject: Deferral of Foreclosures on PACE Residential Properties and Commencement of Judicial Foreclosures on Delinquent PACE Commercial Properties

Contact: Casey Dailey, Interim Deputy Executive Director, cdailey@wrcog.us, (951) 405-6720

Date: September 14, 2026

Recommended Action(s):

1. Adopt Resolution Number 28-26; A Resolution of the Executive Committee of the Western Riverside Council of Governments to defer foreclosure proceedings on delinquent residential properties and commence foreclosure proceedings on certain delinquent commercial properties.

Summary:

WRCOG seeks approval to defer foreclosures on delinquent residential properties by assigning collection rights to a third party, First National Assets, and commence foreclosure proceedings on certain delinquent commercial properties. On August 3, 2026, the Executive Committee approved an agreement allowing First National Assets to purchase these debts. As of August 10, 2026, there are 347 delinquent residential parcels.

Additionally, WRCOG seeks approval to commence foreclosures on delinquent commercial properties. As of August 10, 2026, there are 10 delinquent commercial parcels.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to seek deferral on judicial foreclosure proceedings on delinquent PACE residential property owners, and commence foreclosure proceedings on certain delinquent commercial properties. This aligns with WRCOG's 2022-2027 Strategic Plan Goal #3 (Ensure fiscal solvency and stability of the Western Riverside Council of Governments).

Discussion:

Background

On September 14, 2015, the Executive Committee adopted a policy to review, on an annual basis, the

quantity and amount of delinquencies and determine the assignment of collection rights, or to begin the judicial foreclosure process. A delinquency occurs when a property owner fails to make timely payments on their property taxes, including the HERO Assessment installments, for the past tax year. This also includes any unpaid delinquent HERO Assessment installments along with any accrued penalties and interest.

Under Streets and Highways Code Section 5898.30, PACE assessments levied under the Improvement Act of 1911 (the "Act"), including any applicable interest and penalties, become a lien on the property and remain in place until the assessment is fully paid. Additionally, Section 8830 of the Improvement Act of 1911 authorizes the bond issuer to initiate judicial foreclosure proceedings against properties with delinquent assessments.

Bonds secured by the assessments are issued under Indentures of Trusts pursuant to which WRCOG is required to determine by October 1 of each year whether any parcel is delinquent in the payment of two or more semiannual installments and, if so, and authorize the commencement of foreclosure proceedings against each delinquent parcel.

WRCOG may elect to defer foreclosure proceedings if it has received funds equal to the delinquent assessment amounts from any other source and those funds are available to contribute towards certain administrative expenses and payment of the principal, penalties, and interest on the bonds when due. If there is a single bondholder, WRCOG must receive written direction from the bondholder to initiate foreclosure proceedings and deposit funds sufficient to pay for the costs of foreclosure.

Present Situation

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

- 2014/2015 Tax Year – deferred 44 of 9,125 residential parcels totaling \$97,687.67.
- 2015/2016 Tax Year – deferred 155 of 21,811 residential parcels totaling \$401,909.87.
- 2016/2017 Tax Year – deferred 237 of 38,367 residential parcels totaling \$697,431.96.
- 2017/2018 Tax Year – deferred 386 of 51,395 residential parcels totaling \$1,126,270.20.
- 2018/2019 Tax Year – deferred 630 of 52,844 residential parcels totaling \$1,790,780.64.
- 2019/2020 Tax Year – deferred 822 of 43,120 residential parcels totaling \$2,095,416.37.
- 2020/2021 Tax Year – deferred 510 of 39,387 residential parcels totaling \$1,460,205.69.
- 2021/2022 Tax Year – deferred 385 of 29,374 residential parcels totaling \$1,151,487.92, plus 10 parcels from Tax Year 2020/2021 totaling \$2,424,360.06.
- 2022/2023 Tax Year – deferred 394 of 22,401 residential parcels totaling \$1,218,874.96.
- 2023/2024 Tax Year – deferred 381 of 20,045 residential and commercial parcels totaling \$2,470,172.75.
- 2024/2025 Tax Year – deferred 367 of 18,413 residential and commercial parcels totaling \$4,266,440.09.
- 2025/2026 Tax Year – deferred 347 of 16,565 residential parcels totaling \$765,941.02.

2025/2026 Tax Year Delinquencies: David Taussig & Associates (DTA), WRCOG's PACE Program

Assessment Administrator, has issued a report detailing the delinquencies for the tax year (see Exhibit B in Attachment 1 of this Staff Report).

For the 2025/2026 Tax Year: WRCOG enrolled 16,565 residential PACE assessments on parcels totaling \$44,679,425.18. As of August 10, 2026, the total delinquency rate is 1.84%, or \$821,640.33. For comparison, at the same time last year, the delinquency rate for WRCOG residential PACE parcels was 1.76%. Additionally, WRCOG enrolled 84 commercial parcels under the Nuveen Green Capital, Twain, and SAMAS Programs, totaling \$15,060,255.34. As of August 10, 2026, the total delinquency rate is 22.97%, or \$3,459,502.38.

Deferral of Judicial Foreclosure for Tax Year 2025/2026: WRCOG will assign its collection rights to a third party for 347 delinquent residential parcels totaling \$765,941.02. The exception to this assignment is any delinquent assessments located in counties that operate under a Teeter Plan. In these cases, the county disburses 100% of the enrolled amount to WRCOG, regardless of whether the property owner has paid their taxes. Essentially, the county purchases the delinquency and is entitled to collect and retain any penalties and interest when the delinquent tax bill is eventually paid.

Deferral of Judicial Foreclosures: In previous years, First National Assets (FNA) has purchased these delinquencies' receivables from WRCOG, enabling timely payments to bondholders each fiscal year. This arrangement allows WRCOG to request that the Executive Committee defer foreclosure since the funds have already been advanced to cover these delinquencies. The purchase of delinquency receivables serves two key purposes: first, it ensures that no residential property owner faces judicial foreclosure due to non-payment of a PACE assessment; second, it guarantees that bondholders are paid in full and on time, thereby preventing any default on PACE bonds issued by WRCOG. On August 3, 2026, the Executive Committee approved a Purchase and Sale Agreement for the Sale of Assessment Installment Receivables for certain residential assessments with FNA. However, WRCOG was unable to secure a purchaser for the delinquent commercial assessments.

Commence Judicial Foreclosure Proceedings on Certain Delinquent Commercial Properties: WRCOG has received written direction from the bond owners of the Bonds secured by the delinquent commercial assessments to commence judicial foreclosure. As such, staff is seeking adoption of Resolution Number 28-26 to defer judicial foreclosures on residential delinquencies and commence judicial foreclosure on the commercial delinquencies (Attachment 1). WRCOG will await the deposit of funds from each bond owner prior to commencing foreclosure proceedings authorized pursuant to the resolution.

Prior Action(s):

August 3, 2026: The Executive Committee 1) adopted Resolution Number 26-26; A Resolution of the Executive Committee of the Western Riverside Council of Governments approving a Purchase and Sale Agreement for the sale of Assessment Installment Receivables, and 2) authorized the Interim Executive Director, or designee, to enter into a Purchase and Sale Agreement, substantially as to form, with First National Assets for the purchase of delinquent assessment receivables.

Financial Summary:

While the deferral of judicial foreclosures on delinquent PACE properties itself does not have a fiscal impact, WRCOG will receive a 7.5% fee as revenue as a result of the agreement with First National Assets, which will be booked under HERO Administration revenue. The exact amount is not known at

this time; however, an estimated amount of revenue of approximately \$100k was included in the FY 2025/2026 budget under the General Fund (Fund 110) under the HERO Program.

Attachment(s):

[Attachment 1 - Resolution Number 28-26 deferring judicial foreclosure.pdf](#)

RESOLUTION NUMBER 28-26

A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS TO DEFER FORECLOSURE PROCEEDINGS ON DELINQUENT RESIDENTIAL PROPERTIES AND COMMENCE FORECLOSURE PROCEEDINGS ON CERTAIN DELINQUENT COMMERCIAL PROPERTIES

WHEREAS, the Western Riverside Council of Governments (“WRCOG”) has levied assessments under Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (commencing with Section 5898.12 et seq.) (“Chapter 29”). Such assessments (“Assessments”) are payable in installments under the Improvement Bond Act of 1915, Division 10 of Part I (commencing with Section 8500) of the California Streets and Highways Code (“1915 Act”) on residential and commercial properties participating in the Energy Efficiency and Water Conservation Program for Western Riverside County and the California HERO Program established by WRCOG pursuant to Chapter 29 and the 1915 Act (collectively, the “WRCOG Program”), which are collected on the secured property tax roll of the County of Riverside; and

WHEREAS, WRCOG has issued bonds which are secured by the levy of Assessments pursuant to the Master Indentures (the “Master Indentures”) and the voluntary assessment contract listed on the attached Exhibit “A” and incorporated herein by reference; and

WHEREAS, certain installments of such assessments are delinquent (the “Delinquent Assessments”); and

WHEREAS, each Master Indenture requires that WRCOG proceed with judicial foreclosure or defer judicial foreclosure within 60 days from the delinquency determination; and

WHEREAS, WRCOG and FNA California, LLC, entered into that certain Purchase and Sale Agreement (the “Agreement”) pursuant to which FNA California, LLC, purchased certain rights WRCOG is entitled to receive arising from the collection of certain residential Delinquent Assessments as identified in as Exhibit “B” (the “Delinquent Residential Assessments”), attached hereto and incorporated herein by reference, for the tax years specified in Agreement and paid to WRCOG, amongst other things, an amount equal to the Delinquent Assessments; and

WHEREAS, WRCOG has applied amounts received from the Agreement to pay debt service on the Bonds in a timely manner; and

WHEREAS, as the debt service on the Bonds secured by such Residential Delinquent Assessments have been paid in a timely manner, WRCOG has determined that it is in the best interests of WRCOG at this time to defer the judicial foreclosures of the Residential Delinquent Assessments; and

WHEREAS, the commercial parcels listed in Exhibit “C” (the “Commercial Delinquent Assessments”), attached hereto and incorporated herein by reference, have assessments which are delinquent and no

third party has purchased the delinquent assessment and as such, WRCOG, pursuant to the terms of the Master Indentures, must commence foreclosure proceedings on such commercial parcels.

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

Section 1. The above recitals are true and correct.

Section 2. The Executive Committee of the Western Riverside Council of Governments hereby approves deferring the judicial foreclosure of the Residential Delinquent Assessments attached hereto as Exhibit "B".

Section 3. The Executive Committee of the Western Riverside Council of Governments hereby approves commencing judicial foreclosure on the Commercial Delinquent Assessments attached hereto as Exhibit "C".

PASSED AND ADOPTED at a meeting of the Executive Committee of the Western Riverside Council of Governments held on September 14, 2026.

Jacque Casillas, Chair
WRCOG Executive Committee

Christopher J. Gray, Secretary
WRCOG Executive Committee

Approved as to form:

Best Best & Krieger LLP
WRCOG Bond Counsel

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

EXHIBIT “A”

LIST OF MASTER INDENTURES

- (a) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, as Trustee, dated as of September 1, 2013, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (Energy Efficiency and Water Conservation Program for Western Riverside County) (First Residential Property Tranche – Phase Three), as amended by the First Amendment to the Master Indenture dated as of February 1, 2014.
- (b) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, as Trustee, dated as of February 1, 2014, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (First Residential Property Tranche – Phase One).
- (c) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, as Trustee, dated as of August 1, 2014, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Second Residential Property Tranche – Phase One).
- (d) Amended and Restated Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, as Trustee, dated as of March 1, 2015, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Second Residential Property Tranche – Phase One).
- (e) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, as Trustee, dated as of March 1, 2015 relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Third Residential Property Tranche – Phase One).
- (f) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, as Trustee, dated as of July 1, 2015, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Fourth Residential Property Tranche – Phase One).
- (g) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, as Trustee, dated as of October 1, 2015, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Fifth Residential Property Tranche – Phase One).

- (h) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, as Trustee, dated as of January 1, 2016, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Sixth Residential Property Tranche – Phase One).
- (i) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, as Trustee, dated as of May 1, 2016, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Seventh Residential Property Tranche – Phase One).
- (j) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, as Trustee, dated as of June 1, 2016, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Lifestyle Residential Property Tranche – Phase One).
- (k) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, as Trustee, dated as of September 1, 2016, relating to the Western Riverside Council of Governments Limited Subordinate Obligation Improvement Bonds (WRCOG HERO Program) (First Residential Property Tranche – Phase One).
- (l) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, as Trustee, dated as of September 1, 2016, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Eighth Residential Property Tranche – Phase One).
- (m) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, as Trustee, dated as of January 1, 2017, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Ninth Residential Property Tranche – Phase One).
- (n) Amended and Restated Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, as Trustee, dated as of March 1, 2017, relating to the Western Riverside Council of Governments Limited Subordinate Obligation Improvement Bonds (WRCOG HERO Program) (First Residential Property Tranche – Phase One).
- (o) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, as Trustee, dated as of May 1, 2017, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG HERO Program) (Tenth Residential Property Tranche – Phase One).

- (p) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, as Trustee, dated as of August 1, 2017, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG HERO Program) (Eleventh Residential Property Tranche – Phase One).
- (q) Master Indenture by and between WRCOG and Wilmington Trust, National Association, as Successor Trustee to Deutsche Bank National Trust Company, as Trustee, dated as of January 1, 2018, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG HERO Program) (Twelfth Residential Property Tranche – Phase One).
- (r) Master Indenture by and between WRCOG and The Bank of New York Mellon Trust Company, N.A., as Trustee, dated as of July 1, 2018, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG HERO Program) (Thirteenth Residential Property Tranche – Phase One).
- (s) Master Indenture by and between WRCOG and The Bank of New York Mellon Trust Company, N.A., as Trustee, dated as of September 1, 2019, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG HERO Program) (Fourteenth Residential Property Tranche – Phase One).
- (t) Indenture of Trust by and between WRCOG and The Bank of New York Mellon Trust Company, N.A., as Trustee, dated as of February 1, 2020, relating to the Western Riverside Council of Governments Limited Obligation Refunding Bonds, Series 2020 (Commercial Program).
- (u) Indenture of Trust No. 2 by and between WRCOG and Wilmington Trust, National Association, dated as of December 18, 2019, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (Twain Commercial PACE Program) (First Commercial Property Tranche) Series No. 20191218-WR-TC-25.
- (v) Indenture of Trust No. 3 by and between WRCOG and Wilmington Trust, National Association, dated as of April 22, 2021, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (Twain Commercial PACE Program) (First Commercial Property Tranche) Series No. 20210422-WR-TC-CUR-30.
- (w) Master Indenture by and between WRCOG and The Bank of New York Mellon Trust Company, N.A., as Trustee, dated as of February 1, 2021 relating to the Greenworks Commercial PACE Program Limited Obligation Improvement Bonds, as amended and restated by the Amended and Restated Master Indenture dated as of March 4, 2024, as supplemented.

EXHIBIT “B”

RESIDENTIAL DELINQUENT ASSESSMENTS

Exhibit B RESIDENTIAL DELINQUENT ASSESSMENTS

Owner Name	Situs Address	Tax Parcel Number	Participant ID	Bond Series	Levy Amount	Paid Amount	Delinquent Installment [2]		Delinquent Amount	Penalty [3]	Interest [4]	Total Delinquent	Total Assessed Value [1]	County
							1st	2nd						
Lloyd Gibson	1236 90th Ave Oakland 94603	044 -4953-020-00	CA001100715	160729-CA-RA-R-20C	\$1,326.42	\$0.00	X	X	\$1,326.42	\$132.64	\$39.79	\$1,498.85	\$103,411.00	Alameda
Cheryl Dockery	5026 Melrose Ave Oakland 94601	036 -2419-023-00	CA001100873	161021-CA-RA-R-20C	\$2,872.76	\$1,436.38	X	X	\$1,436.38	\$143.64	\$43.09	\$1,623.11	\$180,775.00	Alameda
David Jeffries	1047 101st Ave Oakland CA 94603	045 -5182-007-00	CA001101091	161114-CA-RA-R-10C	\$1,972.87	\$986.44		X	\$986.43	\$98.64	\$29.59	\$1,114.66	\$183,878.00	Alameda
Lloyd Gibson	1236 90th Ave Oakland 94603	044 -4953-020-00	CA001101098	161209-CA-RA2-R-20C	\$1,184.97	\$0.00	X	X	\$1,184.97	\$118.50	\$35.55	\$1,339.02	\$103,411.00	Alameda
Lloyd Gibson	1236 90th Ave Oakland 94603	044 -4953-020-00	CA001100823	170113-CA-RA2-R-20C	\$1,131.23	\$0.00	X	X	\$1,131.23	\$113.12	\$33.94	\$1,278.29	\$103,411.00	Alameda
Curtis Thomas, Joni Thomas	6467 Outlook Ave Oakland CA 94605	037A-2751-004-00	CA001101543	170331-CA-RA3-R-10C	\$2,809.24	\$0.00	X	X	\$2,809.24	\$280.92	\$84.28	\$3,174.44	\$78,775.00	Alameda
David Jeffries	1047 101st Ave Oakland CA 94603	045 -5182-007-00	CA001101156	170421-CA-RA-HPR-R-20C	\$1,375.99	\$688.00		X	\$687.99	\$68.80	\$20.64	\$777.43	\$183,878.00	Alameda
David Kimura	18780 Madison Ave Castro Valley CA 94546	084C-0796-038-00	CA001101979	170922-CA-RA-HPR-R-10C	\$2,418.80	\$1,209.40		X	\$1,209.40	\$120.94	\$36.28	\$1,366.62	\$1,034,670.00	Alameda
Johnnie Oniel, Doris Oniel	6101 Harmon Ave Oakland CA 94621	038 -3211-008-00	CA001102008	170929-CA-RA-HPR-R-10C	\$4,482.32	\$2,241.16	X	X	\$2,241.16	\$224.12	\$67.23	\$2,532.51	\$89,539.00	Alameda
Lorene Tardy	2695 76th Ave Oakland CA 94605	040 -3397-007-00	CA001102060	171117-CA-RA-HPR-R-25C	\$6,421.22	\$3,210.61		X	\$3,210.61	\$321.06	\$96.32	\$3,627.99	\$47,352.00	Alameda
Raymond Greppi, Mary Greppi, Jennifer Greppi	36550 Polvorosa CT Fremont CA 94536	501 -0221-091-00	CA001102391	180713-CA-RA-HPR-R-25DCE	\$4816.34	\$408.17	X	X	\$408.17	\$40.82	\$12.25	\$461.24	\$256,173.00	Alameda
CLYDIA CALDWELL	26 FOSTER CT Oakland CA 94603	045 -5309-015-00	CA001102623	190118-CA-RA-HPR-R-25EF	\$3,814.18	\$1,907.09	X	X	\$1,907.09	\$190.71	\$57.21	\$2,155.01	\$118,930.00	Alameda
Earnest Lockhart	10431 BYRON AVE OAKLAND CA 94603	047 -5573-013-00	CA001102854	200214-CA-RA-HPR-R-25F	\$2,363.86	\$0.00	X	X	\$2,363.86	\$236.39	\$70.92	\$2,671.17	\$180,775.00	Alameda
Robert Jackson, Tamara Jackson	16091 Overlook Ter Pioneer CA 95666	023-140-011-000	CA005109474	180216-CA-RA-HPR-R-10CD	\$2,519.70	\$0.00	X	X	\$2,519.70	\$251.97	\$75.59	\$2,847.26	\$222,228.00	Amador
Joe Pearce	3647 Ashley Ave Oroville CA 95966	033-452-014-000	CA007109987	170428-CA-RA3-HPR-R-15C	\$1,377.16	\$0.00	X	X	\$1,377.16	\$137.72	\$41.31	\$1,556.19	\$156,800.00	Butte
Ramon Jasso, Leonor Jasso	329 E Evans Reimer Rd Gridley CA 95948	024-110-096-000	CA007110072	170707-CA-RA3-HPR-R-15C	\$2,284.92	\$0.00	X	X	\$2,284.92	\$228.49	\$68.55	\$2,581.96	\$168,717.00	Butte
Virginia Sloan	4160 Highway 50 Camino 95709	043-480-033-000	CA071104755	170120-CA-RA-R-15C	\$477.20	\$238.60		X	\$238.60	\$23.86	\$7.16	\$269.62	\$115,130.00	El Dorado
Anita Franco, Rachel Martell	926 Clovis Ave Clovis 93612	497-113-02	RFC94169A-140709	150406-BE-R-03-15	\$2,479.32	\$1,239.66		X	\$1,239.66	\$123.97	\$37.19	\$1,400.82	\$185,976.00	Fresno
Dolores Washington	3176 E Floral Ave Fresno 93725	348-140-16	RFC89180N-150429	151022-BE-WR-R-05-15C	\$4,152.00	\$2,076.00		X	\$2,076.00	\$207.60	\$62.28	\$2,345.88	\$151,664.00	Fresno
Gary Jorgensen, Linda Jorgensen	6483 N Hazel Ave Fresno 93711	406-323-42	RFC84869N-150826	151022-BE-WR-R-05-15C	\$2,337.10	\$0.00	X	X	\$2,337.10	\$233.71	\$70.11	\$2,640.92	\$283,060.00	Fresno
Laurie Melton	1489 W Olson Ave Reedley 93654	365-203-04	RFC90221N-150325	151022-BE-WR-R-07-20C	\$2,190.08	\$0.00	X	X	\$2,190.08	\$219.01	\$65.70	\$2,474.79	\$177,195.00	Fresno
Maria Garcia - Mercado	948 2nd Cir Sanger 93657	320-281-21	RFC87434P-150623	160114-BE-WR-R-04-20C	\$3,225.68	\$0.00	X	X	\$3,225.68	\$322.57	\$96.77	\$3,645.02	\$196,671.00	Fresno
Donna Wesenberg	2583 E Cole Ave Fresno 93720	403-734-14	RFC79934C-160217	160512-BE-CA-RA2-R-06-10C	\$3,618.98	\$0.00	X	X	\$3,618.98	\$361.90	\$108.57	\$4,089.45	\$258,944.00	Fresno
Darrell Coufal	404 E Fedora AVE Fresno 93704	435-143-07	RFC82376N-151112	160512-BE-CA-RA2-R-07-15C	\$2,083.40	\$0.00	X	X	\$2,083.40	\$208.34	\$62.50	\$2,354.24	\$58,660.00	Fresno
Mary Mehia	276 W Locust Ave Pinedale 93650	303-121-23	RFC83822N-150926	160512-BE-CA-RA-R-04-20C	\$1,254.78	\$0.00	X	X	\$1,254.78	\$125.48	\$37.64	\$1,417.90	\$70,402.00	Fresno
Charles Depriest, Shiela Depriest	14941 E Kings Canyon Rd Sanger 93657	333-021-58	RFC82055N-151128	160512-BE-CA-RA-R-04-20C	\$1,902.58	\$951.29	X	X	\$951.29	\$95.13	\$28.54	\$1,074.96	\$61,736.00	Fresno
Freddie Brewer	2824 Sussex Way Fresno 93726	436-122-185	RFC82361N-151112	160512-BE-CA-RA-R-04-20C	\$1,861.40	\$0.00	X	X	\$1,861.40	\$186.14	\$55.84	\$2,103.38	\$124,830.00	Fresno
James Lamastus	3653 Meridian Ave Fresno 93726	438-123-10	RFC80477N-160128	160512-BE-CA-RA-R-04-20C	\$2,276.14	\$0.00	X	X	\$2,276.14	\$227.61	\$68.28	\$2,572.03	\$100,324.00	Fresno
Jeanette Harris	5427 E Buckingham Way Fresno 93727	493-082-07	RFC79715N-160225	160512-BE-CA-RA-R-04-20C	\$1,601.16	\$0.00	X	X	\$1,601.16	\$160.12	\$48.03	\$1,809.31	\$120,809.00	Fresno
Margaret Davis	1117 N Echo Ave Fresno 93728	452-024-08	CA019110289	160729-CA-RA-R-15C	\$796.00	\$398.00		X	\$398.00	\$39.80	\$11.94	\$449.74	\$60,963.00	Fresno
Horace Hill, Wanda Hill	5786 E Holland Ave Fresno 93727	499-205-09	CA019106292	160909-CA-RA-R-15C	\$2,408.90	\$0.00	X	X	\$2,408.90	\$240.89	\$72.27	\$2,722.06	\$45,641.00	Fresno
Gerardo Vaca, Nancy Vaca	2035 Enrico Ave Firebaugh 93622	008-210-255	CA019110246	160916-CA-RA2-R-15C	\$4,520.80	\$2,260.40		X	\$2,260.40	\$226.04	\$67.81	\$2,554.25	\$261,347.00	Fresno
Ernest Crutchfield	3027 Saginaw Way Fresno 93726	406-215-08	CA019111062	161007-CA-RA2-R-15C	\$2,392.44	\$0.00	X	X	\$2,392.44	\$239.24	\$71.77	\$2,703.45	\$382,034.00	Fresno
Jacinto Dela Cruz, Mary Dela Cruz	7150 N Everest Ave Fresno 93722	504-123-055	CA019109688	161007-CA-RA2-R-20C	\$1,901.68	\$0.00	X	X	\$1,901.68	\$190.17	\$57.05	\$2,148.90	\$97,707.00	Fresno
Celedonio Arceo, Maria Arceo	375 W Palm Ave Reedley 93654	363-152-10	CA019111368	161014-CA-RA-R-10C	\$1,736.96	\$868.48	X	X	\$868.48	\$86.85	\$26.05	\$981.38	\$183,760.00	Fresno
Helen Boos	6677 S Buttonwillow AVE Reedley 93654	360-170-19	CA019110546	161021-CA-RA-R-10C	\$3,191.48	\$0.00	X	X	\$3,191.48	\$319.15	\$95.74	\$3,606.37	\$163,548.00	Fresno
Carol Cederquist, Kenneth Cederquist	2307 Menlo Ave Clovis 93611	550-073-23	CA019112896	170113-CA-RA2-R-15C	\$2,797.08	\$0.00	X	X	\$2,797.08	\$279.71	\$83.91	\$3,160.70	\$254,297.00	Fresno
Sandra Mendez	1920 N Macdonough Ave Sanger 93657	158-170-18	CA019112306	170113-CA-RA2-R-25C	\$3,156.20	\$0.00	X	X	\$3,156.20	\$315.62	\$94.69	\$3,566.51	\$177,562.00	Fresno
Christina Molina	1766 Corregidor Ave Firebaugh 93622	007-070-92	CA019113136	170217-CA-RA-R-25C	\$1,774.30	\$0.00	X	X	\$1,774.30	\$177.43	\$53.23	\$2,004.96	\$114,344.00	Fresno
Ernest Becker	44 E Fountain Way Fresno 93704	435-291-05	CA019113545	170310-CA-RA3-R-25C	\$1,823.02	\$0.00	X	X	\$1,823.02	\$182.30	\$54.69	\$2,060.01	\$57,440.00	Fresno
Esther Silva, Domingo Silva	1413 E Michigan Ave Fresno CA 93704	443-181-14	CA019114213	170331-CA-RA3-R-15C	\$1,514.92	\$0.00	X	X	\$1,514.92	\$151.49	\$45.45	\$1,711.86	\$106,922.00	Fresno
James Rodriguez	1214 K St Sanger CA 93657	325-051-21	CA019114109	170512-CA-RA3-HPR-R-10C	\$2,922.54	\$0.00	X	X	\$2,922.54	\$292.25	\$87.68	\$3,302.47	\$67,370.00	Fresno
Martha Lusk	8071 N Mariposa St Fresno CA 93720	402-372-15	CA019114637	170519-CA-RA3-HPR-R-10C	\$2,700.36	\$0.00	X	X	\$2,700.36	\$270.04	\$81.01	\$3,051.41	\$232,310.00	Fresno
Santos Reyes	843 S Kate St Mendota CA 93640	013-113-03	CA019114779	170616-CA-RA2-HPRCA4-R-20C	\$1,579.66	\$789.83	X	X	\$789.83	\$78.98	\$23.69	\$892.50	\$29,039.00	Fresno
Benny Juarez	4777 E Lowe AVE Fresno CA 93702	470-242-15	CA019115095	170616-CA-RA2-HPR-R-15C	\$1,584.53	\$792.27	X	X	\$792.26	\$79.23	\$23.77	\$895.26	\$81,949.00	Fresno
Jose Zepeda, Ana Zepeda	3241 E Lowe Ave Fresno CA 93702	470-106-12	CA019115248	170629-CA-RA3-HPRCA4-R-15C	\$1,052.50	\$0.00	X	X	\$1,052.50	\$105.25	\$31.58	\$1,189.33	\$84,133.00	Fresno
Theotis Crump	2016 S Sierra Vista AVE Fresno CA 93702	471-315-10	CA019114518	170629-CA-RA3-HPRCA4-R-25C	\$1,428.26	\$0.00	X	X	\$1,428.26	\$142.83	\$42.85	\$1,613.94	\$64,964.00	Fresno
Benny Juarez	4777 E Lowe AVE Fresno CA 93702	470-242-15	CA019114034	170629-CA-RA3-HPR-R-15C	\$1,350.09	\$675.05	X	X	\$675.04	\$67.50	\$20.25	\$762.79	\$81,949.00	Fresno
Maria Guillen	4415 E Clay Ave Fresno CA 93702	454-062-17	CA019114647	170707-CA-RA3-HPR-R-15C	\$1,608.24	\$804.12	X	X	\$804.12	\$80.41	\$24.12	\$908.65	\$254,898.00	Fresno
Amanda Moran-Hines, Kevin Hines	5117 W Bluff Ave Fresno CA 93722	502-271-315	CA019114832	170714-CA-RA3-HPRCA4-R-15C	\$8,989.52	\$0.00	X	X	\$8,989.52	\$898.95	\$269.69	\$10,158.16	\$307,691.00	Fresno
Martin Moreno	1211 E San Jose Ave Fresno CA 93710	418-263-04	CA019114447	170804-CA-RA-HPR-R-25C	\$2,592.24	\$1,296.12	X	X	\$1,296.12	\$129.61	\$38.88	\$1,464.61	\$211,299.00	Fresno
Margaret Foster	2289 W Dinuba AVE Fresno, CA 93706	338-041-135	CA019115986	170908-CA-RA-HPR-R-10C	\$3,606.06	\$0.00	X	X	\$3,606.06	\$360.61	\$108.18	\$4,074.85	\$139,298.00	Fresno
Samuel Federico, Linda Federico	10618 N Maple Ave Fresno CA 93730	578-010-06	CA019115511	170908-CA-RA-HPR-R-15C	\$2,824.32	\$0.00	X	X	\$2,824.32	\$282.43	\$84.73	\$3,191.48	\$165,231.00	Fresno
Ron Urrutia	3912 E Kerckhoff Ave Fresno CA 93702	461-126-02	CA019115753	170915-CA-RA-HPR-R-10C	\$2,923.92	\$0.00	X	X	\$2,923.92	\$292.39	\$87.72	\$3,304.03	\$54,134.00	Fresno
Samuel Federico, Linda Federico	10618 N Maple Ave Fresno CA 93730	578-010-06	CA019114523	171027-CA-RA-HPR-R-10C	\$3,008.01	\$0.00	X	X	\$3,008.01	\$300.80	\$90.24	\$3,399.05	\$165,231.00	Fresno
Samuel Federico, Linda Federico	10618 N Maple Ave Fresno CA 93730	578-010-06	CA019116832	180112-CA-RA-HPR-R-25C	\$3,419.13	\$0.00	X	X	\$3,419.13	\$341.91	\$102.57	\$3,863.61	\$165,231.00	Fresno
Patrick McDonough	2305 E Brown Ave Fresno CA 93703	445-192-19	CA019117096	180126-CA-RA3-HPR-R-25CD	\$2,201.16	\$0.00	X	X	\$2,201.16	\$220.12	\$66.03	\$2,487.31	\$118,372.00	Fresno
Linda Christner	959 Harvard Ave Clovis, CA 93612	497-103-04	CA019116594	180406-CA-RA-HPR-R-25DCE	\$2,470.18	\$0.00	X	X	\$2,470.18	\$247.02	\$74.11	\$2,791.31	\$87,118.00	Fresno
Bobby Randleman, Katie Patterson-Wilson	2827 E St Selma CA 93662	389-071-07	CA019116842	180504-CA-RA-HPR-R-15CED	\$1,809.36	\$0.00	X	X	\$1,809.36	\$180.94	\$54.28	\$2,044.58	\$98,499.00	Fresno
Angelica Cabrera, Luis Arroyo	15340 W C St Kerman CA 93630	023-178-065	CA019118807	190524-CA-RA-HPR-R-20EF	\$865.60	\$0.00	X	X	\$865.60	\$86.56	\$25.97	\$978.13	\$130,844.00	Fresno
Anna Shelton	515 W WELDON AVE FRESNO CA 93705	041-192-19	CA019119425	200714-CA-RA-HPR-R-15FG	\$2,851.92	\$0.00	X	X	\$2,851.92	\$285.19	\$85.56	\$3,222.67	\$108,804.00	Fresno
Raquel Villa	825 E 3rd St Calexico 92231	058-502-013-000	CA025108595	161114-CA-RA-R-10C	\$1,269.18	\$0.00	X	X	\$1,269.18	\$126.92	\$38.08	\$1,434.18	\$191,069.00	Imperial
Mark Lindsay	2326 Corvair St Thermal 92274	007-042-010-000	CA025108738	170210-CA-RA-R-10C	\$3,52									

Owner Name	Situs Address	Tax Parcel Number	Participant ID	Bond Series	Levy Amount	Paid Amount	Delinquent Installment [2]		Delinquent Amount	Penalty [3]	Interest [4]	Total Delinquent	Total Assessed Value [1]	County
							1st	2nd						
Maria Ruiz	414 Curtis Dr Bakersfield CA 93307	166-291-22-00-5	CA029108451	170818-CA-RA-HPR-R-15C	\$1,809.26	\$0.00	X	X	\$1,809.26	\$180.93	\$54.28	\$2,044.47	\$21,883.00	Kern
Donna Van Dyk	2800 Everest WAY Pine Mountain Club 93222	256-461-01-00-9	CA029108433	170825-CA-RA-HPR-R-15C	\$3,723.34	\$0.00	X	X	\$3,723.34	\$372.33	\$111.70	\$4,207.37	\$224,915.00	Kern
Zenon Garza, Sulema Ramos	5405 Banning Dr Bakersfield CA 93314	104-121-15-00-3	CA029108729	170929-CA-RA-HPR-R-15C	\$2,516.88	\$0.00	X	X	\$2,516.88	\$251.69	\$75.51	\$2,844.08	\$273,449.00	Kern
Anita Casillas	2321 Quincy Dr Bakersfield CA 93306	136-460-05-00-9	CA029108529	171117-CA-RA-HPR-R-20C	\$1,535.60	\$0.00	X	X	\$1,535.60	\$153.56	\$46.07	\$1,735.23	\$163,067.00	Kern
Maria Luna, Carlos Luna	1615 20th Ave Delano, CA 93215	034-110-09-00-6	CA029109030	180209-CA-RA-HPR-R-15CD	\$2,514.48	\$0.00	X	X	\$2,514.48	\$251.45	\$75.43	\$2,841.36	\$103,496.00	Kern
Albert Bechtel, Carol Bechtel	474 W Spruce Ave Lemoore 93245	021-430-036-000	RK195753N-150609	151022-BE-WR-R-07-20C	\$2,439.48	\$0.00	X	X	\$2,439.48	\$243.95	\$73.18	\$2,756.61	\$140,317.00	Kings
Pamela Oliveira	15900 18th Ave Lemoore 93245	020-110-034-000	CA031109040	160722-CA-RA-R-15C	\$1,455.70	\$0.00	X	X	\$1,455.70	\$145.57	\$43.67	\$1,644.94	\$106,293.00	Kings
Pamela Oliveira	15900 18th Ave Lemoore 93245	024-110-034-000	CA031109048	160902-CA-RA-R-20C	\$653.70	\$0.00	X	X	\$653.70	\$65.37	\$19.61	\$738.68	\$106,293.00	Kings
Celso Alanis, Teresa Alanis	308 Mono St Avenal 93204	038-433-006-000	CA031109448	170317-CA-RA3-R-10C	\$1,770.36	\$0.00	X	X	\$1,770.36	\$177.04	\$53.11	\$2,000.51	\$144,170.00	Kings
Arturo Rodriguez, Maria Rodriguez	641 Picerell Ave Corcoran CA 93212	034-160-031-000	CA031109617	170818-CA-RA-HPRCA4-R-10C	\$1,564.72	\$0.00	X	X	\$1,564.72	\$156.47	\$46.94	\$1,768.13	\$121,531.00	Kings
Manuel Lopez	2535 Plum Ln Hanford CA 93230	007-340-020-000	CA031109776	170915-CA-RA-HPR-R-15C	\$4,755.36	\$0.00	X	X	\$4,755.36	\$475.54	\$142.66	\$5,373.56	\$210,594.00	Kings
Lynn Turner	1419 Fitzgerald Ln Hanford CA 93230	010-320-008-000	CA031109992	180608-CA-RA-HPR-R-25CDE	\$1,317.18	\$658.59		X	\$658.59	\$65.86	\$19.76	\$744.21	\$91,867.00	Kings
Martin Cuevas, Leticia Ortiz	1008 E FRESNO ST AVENAL CA 93204	040-232-027-000	CA031110179	181221-CA-RA-HPR-R-20E	\$1,610.28	\$0.00	X	X	\$1,610.28	\$161.03	\$48.31	\$1,819.62	\$79,772.00	Kings
Frank Flores	14326 HANFORD-ARMONA RD ARMONA CA 93202	017-060-012-000	CA031110279	191115-CA-RA-HPR-R-10F	\$2,206.26	\$0.00	X	X	\$2,206.26	\$220.63	\$66.19	\$2,493.08	\$69,427.00	Kings
Ericka England	37922 Janus Dr Palmdale 93550	3020-032-014	RLA94700N-140606	140711-CA-PB-R-15B	\$3,381.14	\$0.00	X	X	\$3,381.14	\$338.11	\$101.43	\$3,820.68	\$179,530.00	Los Angeles
Donna Lawrence, Sylvia Harvey	11924 Haas Ave Hawthorne 90250	4057-010-026	RLA94301N-140612	150406-BE-R-03-15	\$2,493.61	\$1,122.12	X	X	\$1,371.49	\$137.15	\$41.14	\$1,549.78	\$58,093.00	Los Angeles
Karen Chambers	16005 Hallendale St Gardena 90247	0105-016-002	RLA90854C-140806	150406-BE-R-03-15	\$3,535.00	\$0.00	X	X	\$3,535.00	\$353.50	\$106.05	\$3,994.55	\$531,280.00	Los Angeles
Winfred Miles	695 Hennipen St Pomona 91768	8710-005-004	RLA91832N-140722	150406-BE-R-03-15	\$2,783.15	\$1,432.18		X	\$1,350.97	\$135.10	\$40.53	\$1,526.60	\$708,512.00	Los Angeles
Rosario Alcaraz, Santos Alcaraz	37504 Manchester St Palmdale 93552	3023-036-098	RLA89975N-140821	150406-BE-R-04-20	\$2,229.57	\$0.00	X	X	\$2,229.57	\$222.96	\$66.89	\$2,519.42	\$210,931.00	Los Angeles
Stella Quimiro	410 N Lyall Ave West Covina 91790	0456-011-022	RLA82508N-150112	150406-BE-R-04-20	\$4,565.70	\$2,282.85		X	\$2,282.85	\$228.29	\$68.49	\$2,579.63	\$275,212.00	Los Angeles
Stella Quimiro	410 N Lyall Ave West Covina 91790	0456-011-022	RLA94040N-140616	150406-BE-R-04-20	\$2,299.70	\$1,149.85		X	\$1,149.85	\$114.99	\$34.50	\$1,299.34	\$275,212.00	Los Angeles
James Lovejoy, Patricia Lovejoy	123 N Hartley St West Covina 91790	0457-024-014	RLA88319N-140917	150406-BE-R-04-20	\$3,672.42	\$3,488.79		X	\$183.63	\$5.51	\$207.50	\$137,631.00	Los Angeles	
Bette Hasegawa	15515 Gramercy Pl Gardena 90249	4063-009-038	RLA79697N-150303	150713-BE-WR-R-07-20C	\$2,505.62	\$0.00	X	X	\$2,505.62	\$250.56	\$75.17	\$2,831.35	\$156,813.00	Los Angeles
Alicia Cerda, Ricardo Martinez	433 Idahome St Covina 91723	8453-020-015	RLA78395N-150323	150713-BE-WR-R-07-20C	\$5,524.92	\$0.00	X	X	\$5,524.92	\$552.49	\$165.75	\$6,243.16	\$339,643.00	Los Angeles
Aaron Ewing	45534 Sanicroft Ave Lancaster 93535	3176-013-008	RLA81263N-150205	150713-BE-WR-R-08-20B	\$1,956.73	\$0.00	X	X	\$1,956.73	\$195.67	\$58.70	\$2,211.10	\$109,754.00	Los Angeles
Nicole Davis-Johnson	1340 W Orange Grove Ave Pomona 91768	8357-002-100	RLA80942C-150210	150713-BE-WR-R-08-20B	\$4,056.75	\$2,028.38		X	\$2,028.37	\$202.84	\$60.85	\$2,292.06	\$243,413.00	Los Angeles
Van Khiev	3742 Strang Ave Rosemead 91770	8578-002-051	RLA80627C-150217	150713-BE-WR-R-08-20B	\$2,616.34	\$0.00	X	X	\$2,616.34	\$261.63	\$78.49	\$2,956.46	\$202,191.00	Los Angeles
Benjamin Barrientos	37142 Bordeaux St Palmdale 93550	3053-044-007	RLA75602A-150504	151022-BE-WR-R-07-20C	\$2,009.87	\$0.00	X	X	\$2,009.87	\$200.99	\$60.30	\$2,271.16	\$488,154.00	Los Angeles
Gerardo Baladez	37316 CEDRELA AVE PALMDALE CA 93552	3023-012-011	CA037165977	200911-CA-RA-HPR-R-20FG	\$3,158.30	\$3,000.38		X	\$157.92	\$15.79	\$4.74	\$178.45	\$186,112.00	Los Angeles
norma mclean, herman mclean	1019 E FERNROCK ST CARSON CA 90746	7318-016-022	CA037165978	200911-CA-RA-HPR-R-20FG	\$3,044.65	\$1,522.32		X	\$1,522.33	\$152.23	\$45.67	\$1,720.23	\$86,154.00	Los Angeles
Catalina Barreras	4824 BRESEE AVE BALDWIN PARK CA 91706	8535-007-018	CA037165965	201009-CA-RA-HPR-R-15FG	\$8,517.98	\$121.30	X	X	\$8,505.68	\$850.57	\$255.17	\$9,611.42	\$49,190.00	Los Angeles
Melinda Sawyer	1637 WATERS AVE POMONA CA 91766	8343-021-023	CA037166055	211007-CA-RPP-R-25	\$3,071.51	\$0.00	X	X	\$3,071.51	\$307.15	\$92.15	\$3,470.81	\$38,186.00	Los Angeles
Deborah Herman, Gerald Herman	18093 Varden Dr Madera 93636	026-271-008-000	RMD95651N-150520	151022-BE-WR-R-03-10C	\$5,482.92	\$2,741.46		X	\$2,741.46	\$274.15	\$82.24	\$3,097.85	\$215,844.00	Madera
Stewart Griffith	16638 Karen Rd Madera 93636	051-301-004-000	CA039107336	161028-CA-RA2-R-20C	\$2,655.72	\$1,327.86		X	\$1,327.86	\$132.79	\$39.84	\$1,500.49	\$267,942.00	Madera
Richard Krogel	2411 Adelfa St La Grange CA 95329	020-010-002-000	CA043104165	180126-CA-RA3-HPR-R-15CD	\$1,131.26	\$0.00	X	X	\$1,131.26	\$113.13	\$33.94	\$1,278.33	\$130,024.00	Mariposa
Dea Sullivan	6118 Plumbarr Creek Rd Mariposa CA 95338	014-010-089-000	CA043104164	180713-CA-RA-HPR-R-25CDE	\$5,737.26	\$0.00	X	X	\$5,737.26	\$573.73	\$172.12	\$6,483.11	\$52,079.00	Mariposa
Mack Green	2345 Lander Ave Stevenson, CA 95374	055-177-020-000	RM94994N-150707	160114-BE-WR-R-03-15C	\$2,328.46	\$0.00	X	X	\$2,328.46	\$232.85	\$69.85	\$2,631.16	\$251,418.00	Merced
Diana Landin, John Landin	2221 Park Place Ct Los Banos 93635	428-101-019-000	CA047108751	160603-CA-RA2-R-15C	\$1,418.98	\$0.00	X	X	\$1,418.98	\$141.90	\$42.57	\$1,603.45	\$248,376.00	Merced
Julio Rojas-Reyes	627 Q St Merced 95341	032-183-036-000	CA047109087	161021-CA-RA-R-10C	\$1,738.02	\$0.00	X	X	\$1,738.02	\$173.80	\$52.14	\$1,963.96	\$51,017.00	Merced
Mindy Stevens, Curtis Stevens	23658 W Fourth AVE Stevenson CA 95374	055-290-006-000	CA047109897	170818-CA-RA-HPR-R-10C	\$1,172.54	\$0.00	X	X	\$1,172.54	\$117.25	\$35.18	\$1,324.97	\$411,123.00	Merced
Olga Garcia	1327 Prusso St Livingston CA 95334	024-262-010-000	CA047109773	170908-CA-RA-HPR-R-20C	\$2,681.62	\$1,340.81		X	\$1,340.81	\$134.08	\$40.22	\$1,515.11	\$140,662.00	Merced
Mindy Stevens, Curtis Stevens	23658 W Fourth AVE Stevenson CA 95374	055-290-006-000	CA047109978	170929-CA-RA-HPR-R-25C	\$3,559.64	\$0.00	X	X	\$3,559.64	\$355.96	\$106.79	\$4,022.39	\$411,123.00	Merced
Florencio Carrillo	1640 2nd St Livingston CA 95334	024-323-007-000	CA047110005	171201-CA-RA-HPR-R-25C	\$2,319.74	\$1,159.87		X	\$1,159.87	\$115.99	\$34.80	\$1,310.66	\$118,904.00	Merced
Joseph Manzanedo	507 San Juan St Los Banos CA 93635	025-145-003-000	CA047110330	180126-CA-RA3-HPR-R-15CD	\$2,625.92	\$0.00	X	X	\$2,625.92	\$262.59	\$78.78	\$2,967.29	\$292,255.00	Merced
Warren Patrick Shelly	1717 OLIVER ST DOS PALOS CA 93620	012-310-034-000	CA047110893	190809-CA-RA-HPR-R-20F	\$2,301.50	\$0.00	X	X	\$2,301.50	\$230.15	\$69.05	\$2,600.70	\$47,130.00	Merced
Armando De Loa	2316 LOBO AVE MERCED CA 95348	057-263-005-000	CA047111113	201009-CA-RA-HPR-R-05FG	\$4,815.20	\$0.00	X	X	\$4,815.20	\$481.52	\$144.46	\$5,441.18	\$165,485.00	Merced
Sharon Rodrigues	133 CARMEL DR AMERICAN CANYON CA 94503	058-184-009-000	CA055104692	190329-CA-RA-HPR-R-20EF	\$1,904.38	\$0.00	X	X	\$1,904.38	\$190.44	\$57.13	\$2,151.95	\$95,874.00	Napa
Donald Petersen	16 Lincoln Ct Buena Park 90620	260-023-26	ROC94073N-140415	140509-CA-PB-R-15B	\$1,779.63	\$0.00	X	X	\$1,779.63	\$177.96	\$53.39	\$2,010.98	\$94,775.00	Orange
Genetha Thomas	6821 Reefton Ave Cypress 90630	224-023-34	ROC86756N-141121	150406-BE-R-03-15	\$5,278.39	\$0.00	X	X	\$5,278.39	\$527.84	\$158.35	\$5,964.58	\$1,160,000.00	Orange
Banji Adereti, Funmi Adereti	866 N Hall Ln Placentia 92870	341-452-05	ROC85592C-141227	150406-BE-R-03-15	\$2,457.55	\$0.00	X	X	\$2,457.55	\$245.76	\$73.73	\$2,777.04	\$475,874.00	Orange
Connie Nielsen, Loren Nielsen	19831 Flagstone Ln Huntington Beach 92646	153-553-04	ROC88070N-141014	150406-BE-R-04-20	\$3,076.36	\$0.00	X	X	\$3,076.36	\$307.64	\$92.29	\$3,476.29	\$235,757.00	Orange
Dawn Hlavin	9852 Hiliscus Dr Garden Grove 92841	132-362-07	ROC76613C-150727	151022-BE-WR-R-03-10C	\$2,956.40	\$0.00	X	X	\$2,956.40	\$295.64	\$88.69	\$3,340.73	\$89,200.00	Orange
Margarita Phumchun, Nopporn Phumchun	5917 E Camino Manzano Anaheim 92807	358-071-12	ROC79091N-150527	151022-BE-WR-R-07-20C	\$3,978.17	\$1,989.09		X	\$1,989.08	\$198.91	\$59.67	\$2,247.66	\$340,849.00	Orange
Ernest Jackson	1125 W La Entrada CIR Anaheim 92801	034-451-04	ROC71204A-151104	160114-BE-WR-R-02-10C	\$1,718.56	\$859.28		X	\$859.28	\$85.93	\$25.78	\$970.99	\$101,327.00	Orange
Maria Devera	6153 Nauru St Cypress 90630	224-075-08	ROC74018N-150914	160114-BE-WR-R-04-20C	\$2,864.13	\$1,432.07		X	\$1,432.06	\$143.21	\$42.96	\$1,618.23	\$91,861.00	Orange
Maria Padilla	713 E 3rd St Santa Ana 92701	398-481-14	CA059104042	160506-CA-RA-R-20C	\$4,196.43	\$2,098.22		X	\$2,098.21	\$209.82	\$62.95	\$2,370.98	\$295,261.00	Orange
Michelle Cheverton-Lett, Tim Lett	830 Hartford Ln La Habra 90631	292-513-16	ROC67598N-160202	160512-BE-CA-RA2-R-06-10C	\$1,950.70	\$0.00	X	X	\$1,950.70	\$195.07	\$58.52	\$2,204.29	\$249,253.00	Orange
Michele Smith	5188 Piccadilly Cir Westminster 92683	195-412-32	ROC71102N-151106	160512-BE-CA-RA2-R-08-20C	\$728.25	\$0.00	X	X	\$728.25	\$72.83	\$21.85	\$822.93	\$111,870.00	Orange
Michael Murdock	1706 W 10th St Santa Ana 92703	405-141-69	ROC68426N-160115	160512-BE-CA-RA-R-04-20C	\$3,928.26	\$0.00	X	X	\$3,928.26	\$392.83	\$117.85	\$4,438.94	\$77,870.00	Orange
Jaime Devera	6153 Nauru St Cypress 90630	224-075-08	CA059106147	160812-CA-RA-R-15C	\$1,640.25	\$820.13		X	\$820.12	\$82.01	\$24.60	\$926.73	\$91,861.00	Orange
Patricia Donaldson	2610 Greenbrier LN La Habra 90631	018-343-06	CA059105644	161028-CA-RA2-R-20C	\$5,073.04	\$0.00	X	X	\$5,073.04	\$507.30	\$152.19	\$5,732.53	\$811,824.00	Orange
Celynor Donovan	10734 El Paso Ave Fountain Valley 92708	169-372-06	CA059107518	161118-CA-RA2-R-20C	\$3,618									

Owner Name	Situs Address	Tax Parcel Number	Participant ID	Bond Series	Levy Amount	Paid Amount	Delinquent Installment [2]		Delinquent Amount	Penalty [3]	Interest [4]	Total Delinquent	Total Assessed Value [1]	County
							1st	2nd						
Linda Costell	5788 Oakmont Dr Banning 92220	419-300-069	RWR77450N-130329	140219-BE-R-08-15B	\$2,059.44	\$0.00	X	X	\$2,059.44	\$205.94	\$61.78	\$2,327.16	\$309,646.00	Riverside
Kathleen Broy, Larry Broy	4255 Morales Way Corona 92883	279-383-017	RWR73436N-130512	140219-BE-R-09-15C	\$3,149.28	\$1,574.64	X	X	\$1,574.64	\$157.46	\$47.24	\$1,779.34	\$461,003.00	Riverside
Daniel Speigner, Sylvia Speigner	34831 Donald St Hemet 92545	465-240-007	RWR67588A-130702	140219-BE-R-09-15C	\$992.94	\$0.00	X	X	\$992.94	\$99.29	\$29.79	\$1,122.02	\$73,463.00	Riverside
Jacqueline Schmidt	345 W King St Banning 92220	535-221-007	RWR61488C-130822	140219-BE-R-09-15C	\$1,520.18	\$0.00	X	X	\$1,520.18	\$152.02	\$45.61	\$1,717.81	\$30,361.00	Riverside
Mc Miller	3760 Marview Ct Riverside 92505	132-052-012	RWR88068C-121015	140219-BE-R-10-20A	\$1,069.09	\$534.55	X	X	\$534.54	\$53.45	\$16.04	\$604.03	\$250,802.00	Riverside
Elizabeth Torres, Jay Torres	8457 SYRACUSE Riverside 92508	284-121-002	RWR92426N-120705	140219-BE-R-10-20A	\$3,711.70	\$0.00	X	X	\$3,711.70	\$371.17	\$111.35	\$4,194.22	\$409,961.00	Riverside
Mc Miller	3760 Marview Ct Riverside 92505	132-052-012	RWR88068CB-121015	140219-BE-R-11-20B	\$1,166.64	\$583.32	X	X	\$583.32	\$58.33	\$17.50	\$659.15	\$250,802.00	Riverside
Danid Vanvoorhis, Linda Vanvoorhis	3895 Roblyn St Riverside CA 92504	193-303-023	RWR86482C-121115	140219-BE-R-11-20B	\$1,724.24	\$0.00	X	X	\$1,724.24	\$172.42	\$51.73	\$1,948.39	\$168,268.00	Riverside
Agata Maher, Thomas Maher	29419 Masters Dr Murrieta 92563	908-341-004	RWR84976N-121215	140219-BE-R-11-20B	\$2,822.84	\$1,411.42	X	X	\$1,411.42	\$141.14	\$42.34	\$1,594.90	\$373,886.00	Riverside
Kim Hall, Roderick Hall	41445 Winged Foot St Temecula 92591	953-522-007	RWR85764A-121130	140219-BE-R-11-20B	\$1,386.08	\$0.00	X	X	\$1,386.08	\$138.61	\$41.58	\$1,566.27	\$400,790.00	Riverside
Steven Oddie	1235 Saffron Cir Corona 92879	123-371-009	RWR71360A-130530	140219-BE-R-12-20C	\$3,912.48	\$0.00	X	X	\$3,912.48	\$391.25	\$117.37	\$4,421.10	\$318,091.00	Riverside
Alina Morse, Harold Edgar	16717 Weeping Willow Dr Riverside 92503	269-361-009	RWR73272C-130513	140219-BE-R-12-20C	\$4,282.50	\$2,141.25	X	X	\$2,141.25	\$214.13	\$64.24	\$2,419.62	\$600,495.00	Riverside
Albert Soliz, Celeste Soliz	8870 Stony Brook Cir Riverside 92508	294-471-007	RWR72836C-130516	140219-BE-R-12-20C	\$2,640.94	\$0.00	X	X	\$2,640.94	\$264.09	\$79.23	\$2,984.26	\$335,856.00	Riverside
Frank Estrella	14646 Antilles Dr Moreno Valley 92553	484-194-009	RWR61764C-130820	140219-BE-R-12-20C	\$1,987.20	\$993.60	X	X	\$993.60	\$99.36	\$29.81	\$1,122.77	\$180,775.00	Riverside
Esther Madril, Louis Madril	4314 Felspar St Riverside 92509	169-110-070	RWR53224P-131112	140312-BE-R-20-20	\$981.64	\$490.82	X	X	\$490.82	\$49.08	\$14.72	\$554.62	\$403,809.00	Riverside
Mario Delossantos	33708 Great Falls Rd Wildomar 92595	366-434-014	RWR50746N-131223	140328-CA-PB-R-20B	\$905.04	\$452.52	X	X	\$452.52	\$45.25	\$13.58	\$511.35	\$217,784.00	Riverside
Maria Calvert	5339 Paloma Rd Riverside 92509	178-113-026	RWR41321N-140403	140502-CA-PB-R-15B	\$2,533.48	\$0.00	X	X	\$2,533.48	\$253.35	\$76.00	\$2,862.83	\$18,806.00	Riverside
Arce Manning	25684 Shalu Ave Moreno Valley 92557	474-652-003	RWR52472C-131123	140523-CA-PB-R-20B	\$3,773.76	\$1,886.88	X	X	\$1,886.88	\$188.69	\$56.61	\$2,132.18	\$216,160.00	Riverside
Ethe Strauss	28420 Goetz Rd Menifee 92587	341-040-039	RWR40577P-140410	140627-CA-PB-R-20B	\$2,468.30	\$0.00	X	X	\$2,468.30	\$246.83	\$74.05	\$2,789.18	\$94,622.00	Riverside
Geth Parrish, Jim Parrish	25929 Fairview Ave Hemet 92544	549-193-008	RWR37400N-140508	140725-CA-PB-R-20B	\$899.42	\$0.00	X	X	\$899.42	\$89.94	\$26.98	\$1,016.34	\$99,431.00	Riverside
Arvin Raxter	21691 Parkwon Rim Ct Wildomar 92595	366-380-011	RWR19004C-141006	150406-BE-R-03-15	\$3,403.76	\$0.00	X	X	\$3,403.76	\$340.38	\$102.11	\$3,846.25	\$246,540.00	Riverside
Elizabeth Kraemer	620 Parkview Dr Lake Elsinore 92530	379-342-088	RWR25094C-140818	150406-BE-R-03-15	\$1,449.08	\$0.00	X	X	\$1,449.08	\$144.91	\$43.47	\$1,637.46	\$147,094.00	Riverside
Gerald Davis	5245 Berkley Ave Hemet 92544	551-122-003	RWR14945C-141115	150406-BE-R-03-15	\$2,754.46	\$0.00	X	X	\$2,754.46	\$275.45	\$82.63	\$3,112.54	\$103,597.00	Riverside
Ovella Cox-Petersen	3535 Meadowview Dr Riverside 92503	135-195-008	RWR26450C-140808	150406-BE-R-04-20	\$2,304.44	\$0.00	X	X	\$2,304.44	\$230.44	\$69.13	\$2,604.01	\$87,469.00	Riverside
Guadalupe Corrales	9623 Birmingham Ave Riverside 92509	167-301-005	RWR24734C-140821	150406-BE-R-04-20	\$1,783.72	\$891.86	X	X	\$891.86	\$89.19	\$26.76	\$1,007.81	\$344,145.00	Riverside
Charles Murray	28280 Joan Dunn Ln Murrieta 92563	384-240-013	RWR46940P-140214	150406-BE-R-04-20	\$3,053.22	\$0.00	X	X	\$3,053.22	\$305.32	\$91.60	\$3,450.14	\$257,316.00	Riverside
Virginia Licitra	835 Elm Ave Beaumont 92223	414-220-006	RE95891C-141119	150406-BE-R-04-20	\$4,338.92	\$0.00	X	X	\$4,338.92	\$433.89	\$130.17	\$4,902.98	\$415,302.00	Riverside
Luiz Pedrosa	15090 Jacquetta Ave Moreno Valley 92551	486-032-011	RWR31430N-140630	150406-BE-R-04-20	\$1,959.78	\$0.00	X	X	\$1,959.78	\$195.98	\$58.79	\$2,214.55	\$469,230.00	Riverside
Debbie Sanchez	4741 Foxborough Ct Riverside 92509	167-343-012	RWR4686N-150324	150713-BE-WR-R-05-15C	\$1,633.60	\$0.00	X	X	\$1,633.60	\$163.36	\$49.01	\$1,845.97	\$206,799.00	Riverside
Estella Cervates	85403 Valencia Ln Coachella 92236	778-300-024	RE95132N-150423	150713-BE-WR-R-05-15C	\$745.08	\$0.00	X	X	\$745.08	\$74.51	\$22.35	\$841.94	\$118,292.00	Riverside
Jacqueline Hernandez	24810 Eugena Ave Moreno Valley 92553	482-201-005	RWR10916N-150114	150713-BE-WR-R-06-15B	\$2,996.50	\$0.00	X	X	\$2,996.50	\$299.65	\$89.90	\$3,386.05	\$68,367.00	Riverside
Cynthia Reyes	1370 Via Santiago D Corona 92882	103-244-041	RWR6441P-150304	150713-BE-WR-R-08-20B	\$840.14	\$420.07	X	X	\$420.07	\$42.01	\$12.60	\$474.68	\$199,225.00	Riverside
Susana Madrigal	3914 Grant St Corona 92879	115-273-026	RWR13805N-141201	150713-BE-WR-R-08-20B	\$5,686.16	\$0.00	X	X	\$5,686.16	\$568.62	\$170.58	\$6,425.36	\$301,438.00	Riverside
Arturo Viveros	24652 Huntley Dr Moreno Valley 92557	475-352-024	RWR7124N-150224	150713-BE-WR-R-08-20B	\$2,427.62	\$0.00	X	X	\$2,427.62	\$242.76	\$72.83	\$2,743.21	\$467,343.00	Riverside
Becky Hoffman	6131 Dodd St Mira Loma 91752	161-331-004	RWR94527C-150529	151022-BE-WR-R-07-20C	\$2,846.28	\$0.00	X	X	\$2,846.28	\$284.63	\$85.39	\$3,216.30	\$450,000.00	Riverside
Susan LeDuc	4175 Rees St Riverside 92504	227-112-013	RWR4671N-150324	151022-BE-WR-R-07-20C	\$2,550.00	\$0.00	X	X	\$2,550.00	\$255.00	\$76.50	\$2,881.50	\$126,997.00	Riverside
Donaciano Cuellar	1283 Leaf St Beaumont 92223	428-060-001	RE94481C-150615	151022-BE-WR-R-07-20C	\$7,438.76	\$0.00	X	X	\$7,438.76	\$743.88	\$223.16	\$8,405.80	\$326,682.00	Riverside
Annmurie Diaz	16490 Arnold Ave Lake Elsinore 92530	378-201-007	RWR89095N-150813	160114-BE-WR-R-02-10C	\$945.04	\$0.00	X	X	\$945.04	\$94.50	\$28.35	\$1,067.89	\$248,843.00	Riverside
Edmundo Valencia	21575 High St Perris 92570	318-270-078	RWR94377N-150531	160114-BE-WR-R-03-15C	\$1,277.70	\$0.00	X	X	\$1,277.70	\$127.77	\$38.33	\$1,443.80	\$707,126.00	Riverside
Candelaria Porras, Jose Porras	25789 Ritter Ave Homeland 92548	457-171-037	RWR82533C-151119	160114-BE-WR-R-03-15C	\$2,426.62	\$1,213.31	X	X	\$1,213.31	\$121.33	\$36.40	\$1,371.04	\$74,323.00	Riverside
Irene Bilous, Mykola Bilous	65774 5th St Desert Hot Springs 92240	464-181-033	RE92960N-150826	160114-BE-WR-R-03-15C	\$1,592.72	\$0.00	X	X	\$1,592.72	\$159.27	\$47.78	\$1,799.77	\$111,892.00	Riverside
Selila Cabral	30400 Lakeview Ave Nuevo 92567	426-450-015	RWR87043N-150909	160114-BE-WR-R-04-20C	\$5,103.78	\$0.00	X	X	\$5,103.78	\$510.38	\$153.11	\$5,767.27	\$368,334.00	Riverside
Ignacia Perkins	29214 Branwin St Murrieta 92563	908-392-007	CA065104211	160506-CA-RA-R-10C	\$5,515.26	\$0.00	X	X	\$5,515.26	\$551.53	\$165.46	\$6,232.25	\$372,033.00	Riverside
Adeline Gomez, Manuel Gomez	2086 11th St Riverside 92507	221-040-003	RWR82217A-151123	160512-BE-CA-RA2-R-08-20C	\$2,543.98	\$0.00	X	X	\$2,543.98	\$254.40	\$76.32	\$2,874.70	\$88,760.00	Riverside
Carrielane Tribulski	232 E Via Escuela E Palm Springs 92262	501-470-005	RE90731C-160112	160512-BE-CA-RA2-R-08-20C	\$738.04	\$0.00	X	X	\$738.04	\$73.80	\$22.14	\$833.98	\$193,186.00	Riverside
Esperanza Mendoza, Jose Mendoza	1796 Cadiz Ct Hemet 92545	448-343-008	RWR80521C-151231	160512-BE-CA-RA-R-02-10C	\$1,159.14	\$579.57	X	X	\$579.57	\$57.96	\$17.39	\$654.92	\$287,000.00	Riverside
Vickie Flores	1526 Teta Dr Corona 92882	110-312-009	RWR79255N-160216	160512-BE-CA-RA-R-03-15C	\$1,924.68	\$0.00	X	X	\$1,924.68	\$192.47	\$57.74	\$2,174.89	\$48,889.00	Riverside
Patricia Fernandez	24245 State Highway 74 Perris 92570	342-051-032	RWR78079C-160125	160512-BE-CA-RA-R-03-15C	\$1,864.50	\$0.00	X	X	\$1,864.50	\$186.45	\$55.94	\$2,106.89	\$131,783.00	Riverside
Robert Davis	15535 Ocana Ln Moreno Valley 92551	486-385-021	RWR82187N-151124	160527-CA-RA-R-10C	\$3,157.94	\$0.00	X	X	\$3,157.94	\$315.79	\$94.74	\$3,568.47	\$316,489.00	Riverside
Rachele Dale	8525 Cedano Ln Corona 92880	130-652-010	CA065105606	160715-CA-RA2-R-20C	\$1,576.62	\$788.31	X	X	\$788.31	\$78.83	\$23.65	\$890.79	\$431,738.00	Riverside
Galindo Garcia, Maria Garcia	81616 De Oro Ave Indio 92201	608-203-029	CA065108381	160812-CA-RA-R-10C	\$2,913.70	\$0.00	X	X	\$2,913.70	\$291.37	\$87.41	\$3,292.48	\$180,785.00	Riverside
Dayna Dutton, Diane Dutton	351 S Cottonwood Ln Blythe 92225	854-110-004	CA065104601	160916-CA-RA2-R-20C	\$878.10	\$0.00	X	X	\$878.10	\$87.81	\$26.34	\$992.25	\$124,121.00	Riverside
Marjorie Lauderdale	2499 E Finley Rd Palm Springs 92262	501-251-011	CA065106901	161118-CA-RA2-R-20C	\$4,506.36	\$0.00	X	X	\$4,506.36	\$450.64	\$135.19	\$5,092.19	\$291,277.00	Riverside
Irene Chavarin	13903 Pepper St Moreno Valley 92553	291-191-017	CA065111633	161202-CA-RA-R-20C	\$1,712.82	\$856.41	X	X	\$856.41	\$85.64	\$25.69	\$967.74	\$111,906.00	Riverside
Consuelo Ramos, Rodolfo Ramos	800 N Buena Vista St Hemet 92543	439-100-025	CA065111042	161209-CA-RA2-R-25C	\$2,800.68	\$0.00	X	X	\$2,800.68	\$280.07	\$84.02	\$3,164.77	\$155,989.00	Riverside
Marjorie Robinson, Stanley Robinson	7835 Corte Castillo Riverside 92509	183-440-070	CA065111736	161216-CA-RA-R-15C	\$3,039.50	\$0.00	X	X	\$3,039.50	\$303.95	\$91.19	\$3,434.64	\$386,258.00	Riverside
Lisa Bodon, Nathan Seward	3637 Vista Verde Palm Springs 92262	669-530-048	CA065104217	161222-CA-SBD-RA-R-15A	\$7,263.14	\$0.00	X	X	\$7,263.14	\$726.31	\$217.89	\$8,207.34	\$335,654.00	Riverside
Deodegaria Lacson	27040 Storie Lake Dr Moreno Valley 92555	308-570-009	CA065112899	170113-CA-RA2-R-20C	\$7,543.98	\$0.00	X	X	\$7,543.98	\$754.40	\$226.32	\$8,524.70	\$691,559.00	Riverside
Marlene Lebowitz	70960 Sunny Ln Rancho Mirage 92270	674-151-007	CA065108732	170113-CA-RA2-R-20C	\$7,868.48	\$3,934.24	X	X	\$3,934.24	\$393.42	\$118.03	\$4,445.69	\$412,989.00	Riverside
Jeffrey Gutierrez, Jessica Longet	309 Country Club Blvd Lake Elsinore CA 92530	373-135-035	CA065113503	170120-CA-RA-R-15C	\$2,685.56	\$0.00	X	X	\$2,685.56	\$268.56	\$80.57	\$3,034.69	\$289,784.00	Riverside
David Medlin	4700 Glen St Riverside 92509	169-350-009	CA065115073	170224-CA-RA-R-20C	\$2,293.74	\$1,146.87	X	X	\$1,146.87	\$114.69	\$34.41	\$1,295.97	\$211,765.00	Riverside
Randy Pryor, Tracy Pryor	80460 Moonshadow Dr Indio CA 92201	600-111-003	CA065119628	170714-CA-RA3-HPRCA2-R-15C	\$2,699.20	\$1,349.60	X	X	\$1,349.60	\$134.96	\$40.49	\$1,525.05	\$222,811.00	Riverside
Jo Ann Sherley	50031 Balboa St Coachella CA 92236	768-160-002	CA065117737	170811-CA-RA-HPRCA2-R-15C	\$2,379.22	\$0.00								

Owner Name	Situs Address	Tax Parcel Number	Participant ID	Bond Series	Levy Amount	Paid Amount	Delinquent Installment [2]		Delinquent Amount	Penalty [3]	Interest [4]	Total Delinquent	Total Assessed Value [1]	County
							1st	2nd						
Maria Munoz, Enrique Munoz	31251 LAS FLORES WAY Thousand Palms CA 92276	650-152-011	CA065128365	190118-CA-RA-HPR-R-25EF	\$3,358.18	\$0.00	X	X	\$3,358.18	\$335.82	\$100.75	\$3,794.75	\$131,088.00	Riverside
Todd Lange	42819 TIERRA ROBLES PL Temecula CA 92592	944-121-019	CA065128323	190329-CA-RA-HPR-R-20EF	\$2,398.60	\$0.00	X	X	\$2,398.60	\$239.86	\$71.96	\$2,710.42	\$218,500.00	Riverside
Jason Reed, Sengmany Sayathap	3251 EL NIDO AVE PERRIS CA 92571	303-582-006	CA065130281	200814-CA-RA-HPR-R-10FG	\$2,526.90	\$1,263.45		X	\$1,263.45	\$126.35	\$37.90	\$1,427.70	\$414,630.00	Riverside
Larry Wyatt	16721 LEIANA CT RIVERSIDE CA 92503	140-250-007	CA065130553	200814-CA-RA-HPR-R-15FG	\$1,543.72	\$0.00	X	X	\$1,543.72	\$154.37	\$46.31	\$1,744.40	\$576,325.00	Riverside
Jesus Garcia, Reyna Garcia	24685 SUNNYRIDGE DR MORENO VALLEY CA 92557	475-351-005	CA065130794	200911-CA-RA-HPR-R-15FG	\$1,931.42	\$0.00	X	X	\$1,931.42	\$193.14	\$57.94	\$2,182.50	\$267,363.00	Riverside
Stephan Saak	4130 Debra Circeanside 92056	162-282-09-00	RS094868C-140317	140425-CA-PB-R-15B	\$1,225.58	\$0.00	X	X	\$1,225.58	\$122.56	\$66.77	\$1,384.91	\$529,866.00	San Diego
Bonnie Green	13342 Scotsman Rd Lakeside 92040	397-090-46-00	RS086624N-140821	150406-BE-RA-0-20	\$2,173.81	\$0.00	X	X	\$2,173.81	\$217.38	\$65.21	\$2,456.40	\$488,572.00	San Diego
Gloria Mccollun, Joseph Suchma	9965 Dunbar Ln El Cajon 92021	402-120-41-00	RS091247N-140710	150406-BE-R-04-20	\$4,612.08	\$0.00	X	X	\$4,612.08	\$461.21	\$138.36	\$5,211.65	\$1,000,000.00	San Diego
Donna Dawson, Larry Dawson	1404 Upas St San Diego 92103	452-483-01-00	RS079256N-141030	150406-BE-R-04-20	\$1,218.14	\$0.00	X	X	\$1,218.14	\$121.81	\$36.54	\$1,376.49	\$365,770.00	San Diego
Catherine Prout, Lionel Prout	10867 Viacha Dr San Diego 92124	455-191-31-00	RS092216N-140702	150406-BE-R-04-20	\$4,184.90	\$0.00	X	X	\$4,184.90	\$418.49	\$125.55	\$4,728.94	\$321,023.00	San Diego
Carolina Soto, Efrain Soto, Gonzalo Soto, Maria Soto	3402 Linda Vista Dr San Marcos 92078	219-022-37-00	RS076637C-141201	150713-BE-WR-R-08-20B	\$2,936.68	\$1,468.34		X	\$1,468.34	\$146.83	\$44.05	\$1,659.22	\$319,848.00	San Diego
Barbara Alto, Raymond Alto	620 Pitman St Escondido 92027	225-500-14-00	RS074687N-141230	150713-BE-WR-R-08-20B	\$3,182.38	\$0.00	X	X	\$3,182.38	\$318.24	\$95.47	\$3,596.09	\$204,723.00	San Diego
Carol Roseberry	3357 Dye Rd Ramona 92065	283-055-23-00	RS072425A-150131	150713-BE-WR-R-08-20B	\$2,135.54	\$1,067.77		X	\$1,067.77	\$106.78	\$32.03	\$1,206.58	\$742,845.00	San Diego
Carol Rodriguez, Joaquin Rodriguez	1120 Mullen Way Vista 92083	179-212-35-00	RS057143N-150706	151022-BE-WR-R-03-10C	\$3,122.44	\$1,561.22		X	\$1,561.22	\$156.12	\$46.84	\$1,764.18	\$242,485.00	San Diego
Susan Lewitt	5002 Millwood Rd San Diego 92117	355-201-13-00	RS062057A-150521	151022-BE-WR-R-03-10C	\$6,149.96	\$0.00	X	X	\$6,149.96	\$615.00	\$184.50	\$6,949.46	\$563,705.00	San Diego
Corrita Hughes	3185 L St San Diego 92102	545-302-13-00	RS064004N-150430	151022-BE-WR-R-03-10C	\$3,765.48	\$0.00	X	X	\$3,765.48	\$376.55	\$112.96	\$4,254.99	\$126,745.00	San Diego
Mark Livingston, Michelle Livingston	4432 Marraco Dr San Diego 92115	473-091-07-00	RS049484N-150909	151022-BE-WR-R-07-20C	\$2,984.00	\$0.00	X	X	\$2,984.00	\$298.40	\$89.52	\$3,371.92	\$304,424.00	San Diego
Barbara Carfield	12635 Paseo Del Verano 65 San Diego 92128	273-680-01-65	RS059039N-150619	151022-BE-WR-R-10-10C	\$1,612.18	\$806.09		X	\$806.09	\$80.61	\$24.18	\$910.88	\$417,896.00	San Diego
Hector Amaral, Julieta Amaral	829 Via Bella Monica San Marcos 92078	219-450-31-00	RS058076C-150627	160114-BE-WR-R-02-10C	\$1,337.04	\$668.52		X	\$668.52	\$66.85	\$20.06	\$755.43	\$191,010.00	San Diego
Alan Lewis	340 Avenida De Las Rosas Encinitas 92024	259-442-04-00	RS059618C-150615	160114-BE-WR-R-02-10C	\$1,051.63	\$0.00	X	X	\$1,051.63	\$105.16	\$31.55	\$1,188.34	\$1,406,100.00	San Diego
Albert Ye, Pingping Tian	40745 Via Ranchitos Fallbrook CA 92028	102-180-91-00	RS055208N-150723	160114-BE-WR-R-04-20C	\$2,636.42	\$0.00	X	X	\$2,636.42	\$263.64	\$79.09	\$2,979.15	\$1,400,794.00	San Diego
Alan Lewis	340 Avenida De Las Rosas Encinitas 92024	259-442-04-00	RS041696NB-151127	160512-BE-CA-RA2-R-06-10C	\$2,582.20	\$0.00	X	X	\$2,582.20	\$258.22	\$77.47	\$2,917.89	\$1,406,100.00	San Diego
Gino Mustari	1351 Rubenstein AVE Cardiff By The Sea 92007	260-074-06-00	RS052439N-150817	160512-BE-CA-RA2-R-06-10C	\$5,173.98	\$2,586.99		X	\$2,586.99	\$258.70	\$77.61	\$2,923.30	\$269,400.00	San Diego
Linda Lutes	9221 Galston Dr Santee 92071	380-372-05-00	RS044927P-151019	160512-BE-CA-RA2-R-08-20C	\$2,681.00	\$0.00	X	X	\$2,681.00	\$268.10	\$80.43	\$3,029.53	\$62,621.00	San Diego
Alan Lewis	340 Avenida De Las Rosas Encinitas 92024	259-442-04-00	RS041696N-151127	160512-BE-CA-RA-R-02-10C	\$2,560.77	\$0.00	X	X	\$2,560.77	\$256.08	\$76.82	\$2,893.67	\$1,406,100.00	San Diego
Ilah Castaneda	1410 S Lanoitan AVE National City 91950	558-102-03-00	CA073105404	160513-CA-RA2-R-10C	\$3,286.73	\$0.00	X	X	\$3,286.73	\$328.67	\$98.60	\$3,714.00	\$780,300.00	San Diego
Ilah Castaneda	1410 S Lanoitan AVE National City 91950	558-102-03-00	CA073106549	160527-CA-RA-R-15C	\$1,920.39	\$0.00	X	X	\$1,920.39	\$192.04	\$57.61	\$2,170.04	\$780,300.00	San Diego
Larry Howell	6015 Roanoke St San Diego 92139	587-380-01-00	CA073104882	160603-CA-RA2-R-20C	\$2,781.14	\$0.00	X	X	\$2,781.14	\$278.11	\$83.43	\$3,142.68	\$90,185.00	San Diego
Bonnie Green	13342 Scotsman Rd Lakeside 92040	397-090-46-00	CA073106902	160617-CA-RA-R-20C	\$1,238.27	\$0.00	X	X	\$1,238.27	\$123.83	\$37.15	\$1,399.25	\$488,572.00	San Diego
Brett Farris, Laura Farris	644 Verdant Pl Vista 92084	176-240-08-00	CA073107315	160715-CA-RA2-R-15C	\$5,459.33	\$0.00	X	X	\$5,459.33	\$545.93	\$163.78	\$6,169.04	\$442,068.00	San Diego
Hye Oertly, Michael Oertly	1449 Sarasota Dr Borrego Springs 92004	200-241-02-00	CA073107627	160805-CA-RA2-R-20C	\$3,384.96	\$0.00	X	X	\$3,384.96	\$338.50	\$101.55	\$3,825.01	\$175,037.00	San Diego
Larry Howell	6015 Roanoke St San Diego 92139	587-380-01-00	CA073108911	160812-CA-RA-R-20C	\$1,646.06	\$0.00	X	X	\$1,646.06	\$164.61	\$49.31	\$1,860.05	\$90,185.00	San Diego
Brett Farris, Laura Farris	644 Verdant Pl Vista 92084	176-240-08-00	CA073107505	160902-CA-RA-R-15C	\$2,653.81	\$0.00	X	X	\$2,653.81	\$265.38	\$79.68	\$2,998.80	\$442,068.00	San Diego
Alonzo Lathan	4936 Euclid Ct San Diego 92105	477-710-37-00	CA073108042	160930-CA-RA-R-15C	\$4,334.90	\$0.00	X	X	\$4,334.90	\$433.49	\$130.05	\$4,898.44	\$99,853.00	San Diego
David Stubbmann	12506 Royal Rd El Cajon 92021	400-400-39-16	CA073110807	161202-CA-RA-R-25C	\$1,712.80	\$856.40		X	\$856.40	\$85.64	\$25.69	\$967.73	\$215,443.00	San Diego
Alonzo Lathan	4936 Euclid Ct San Diego 92105	477-710-37-00	CA073113718	170120-CA-RA-R-15C	\$3,767.24	\$0.00	X	X	\$3,767.24	\$376.72	\$113.02	\$4,256.98	\$99,853.00	San Diego
Santos Angulo	2005 Clearwater Pl Chula Vista CA 91913	595-203-06-00	CA073114754	170331-CA-RA3-R-15C	\$1,899.52	\$949.76		X	\$949.76	\$94.98	\$28.49	\$1,073.23	\$315,788.00	San Diego
John Gallegos	1864 Harris Mill Ave Chula Vista CA 91913	643-490-47-00	CA073115899	170616-CA-RA2-HPRCA4-R-15C	\$3,555.68	\$0.00	X	X	\$3,555.68	\$355.57	\$106.67	\$4,017.92	\$671,467.00	San Diego
Bernadette Wight	2300 La Siesta Way National City CA 91950	558-310-49-00	CA073117747	170707-CA-RA3-HPR-R-20C	\$2,265.56	\$0.00	X	X	\$2,265.56	\$226.56	\$67.97	\$2,560.09	\$69,920.00	San Diego
Maxine Taylor	636 Goetschl St San Diego CA 92114	549-532-32-00	CA073117780	170721-CA-RA3-HPR-R-10C	\$2,958.70	\$0.00	X	X	\$2,958.70	\$295.87	\$88.76	\$3,343.33	\$281,846.00	San Diego
Richard Shrigley, Heidi Shrigley	7604 Romeria St Carlsbad 92009	223-120-21-00	CA073117501	170825-CA-RA-HPRCA4-R-20C	\$2,559.62	\$1,279.81		X	\$1,279.81	\$127.98	\$38.39	\$1,446.18	\$481,179.00	San Diego
Maxine Taylor	636 Goetschl St San Diego CA 92114	549-532-32-00	CA073119061	171013-CA-RA-HPR-R-10C	\$1,362.64	\$0.00	X	X	\$1,362.64	\$136.26	\$40.88	\$1,539.78	\$281,846.00	San Diego
Maria Anderson	532 Blue Bonnet Ct National City CA 91950	669-210-09-00	CA073119602	180119-CA-RA-HPR-R-20C	\$3,836.58	\$0.00	X	X	\$3,836.58	\$383.66	\$115.10	\$4,335.34	\$73,637.00	San Diego
John Palizban	30811 Mesa Crest Rd Valley Center CA 92082	129-080-49-00	CA073121272	180202-CA-RA-HPR-R-20CD	\$5,408.28	\$0.00	X	X	\$5,408.28	\$540.83	\$162.25	\$6,111.36	\$575,440.00	San Diego
Maria Davalos	1103 Kostner Dr San Diego CA 92154	631-180-78-00	CA073123059	180803-CA-RA-HPR-R-15DE	\$4,149.22	\$0.00	X	X	\$4,149.22	\$414.92	\$124.48	\$4,688.62	\$97,270.00	San Diego
Melissa Collins	421 S Euclid Ave San Diego CA 92114	548-411-01-00	CA073125003	191101-CA-RA-HPR-R-25F	\$3,000.00	\$0.00	X	X	\$3,000.00	\$300.00	\$90.00	\$3,390.00	\$109,108.00	San Diego
Demetrious Harmon	5562 LAS ALTURAS TER SAN DIEGO CA 92114	548-312-11-00	CA073125848	201130-CA-RA-HPR-R-10G	\$2,511.08	\$0.00	X	X	\$2,511.08	\$251.11	\$75.33	\$2,837.52	\$58,611.00	San Diego
Jesus Garza	2031 Lane St San Francisco CA 94124	5386 /033	CA075106844	180309-CA-RA-HPR-R-20CD	\$2,585.38	\$0.00	X	X	\$2,585.38	\$258.54	\$77.56	\$2,921.48	\$308,402.00	San Francisco
Benjamin Niedert	9 B St Tracy 95376	235-085-050-000	CA077104365	160512-BE-CA-RA2-R-06-10C	\$3,812.10	\$0.00	X	X	\$3,812.10	\$381.21	\$114.36	\$4,307.67	\$122,330.00	San Joaquin
Damian Fermin, Maria Garcia	3608 El Dorado St Stockton 95204	115-162-120-000	RS188832N-160311	160512-BE-CA-RA-R-02-10C	\$1,679.68	\$0.00	X	X	\$1,679.68	\$167.97	\$50.39	\$1,898.04	\$89,304.00	San Joaquin
Margarita Christensen, Stephan Christensen	1337 Carla Ct Ripon 95366	259-450-230-000	RS190869N-150924	160512-BE-CA-RA-R-02-10C	\$4,311.32	\$2,155.66		X	\$2,155.66	\$215.57	\$64.67	\$2,435.90	\$130,971.00	San Joaquin
Cynthia Lundquist	274 Prado Way Stockton 95207	081-030-200-000	RS189180N-160218	160512-BE-CA-RA-R-03-15C	\$2,394.22	\$1,197.11		X	\$1,197.11	\$119.71	\$35.91	\$1,352.73	\$83,127.00	San Joaquin
Denise Delgadillo	2488 E Market St Stockton 95205	153-220-540-000	CA077105179	160819-CA-RA-R-10C	\$2,868.00	\$1,434.00		X	\$1,434.00	\$143.40	\$43.02	\$1,620.42	\$43,335.00	San Joaquin
Wanda Hunt	1037 Wetherbee Ave Manteca 95337	241-055-130-000	CA077106100	161114-CA-RA-R-15C	\$998.34	\$499.17		X	\$499.17	\$49.92	\$14.98	\$564.07	\$184,311.00	San Joaquin
Aldreena Hendrix, Elijah Hendrix, Ijanyia Gilmore	756 Prairie Dunes DR Lathrop CA 95330	196-090-670-000	CA077105663	161114-CA-RA-R-25C	\$1,854.36	\$0.00	X	X	\$1,854.36	\$185.44	\$55.63	\$2,095.43	\$301,442.00	San Joaquin
James Mills, Jackie Mills	1026 Laurel Ave Lodi CA 95242	039-020-040-000	CA077107842	170714-CA-RA3-HPRCA2-R-10C	\$2,229.64	\$0.00	X	X	\$2,229.64	\$222.96	\$66.89	\$2,519.49	\$389,821.00	San Joaquin
Clyde Lindberg	1821 Alegre Dr Tracy CA 95376	232-020-380-000	CA077108272	170811-CA-RA-HPRCA2-R-15C	\$1,901.40	\$0.00	X	X	\$1,901.40	\$190.14	\$57.04	\$2,148.58	\$96,606.00	San Joaquin
Aldreena Hendrix, Elijah Hendrix, Ijanyia Gilmore	756 Prairie Dunes DR Lathrop CA 95330	196-090-670-000	CA077107946	170811-CA-RA-HPR-R-25C	\$1,968.82	\$0.00	X	X	\$1,968.82	\$196.88	\$59.06	\$2,224.76	\$301,442.00	San Joaquin
Maria De Carranza	711 S Garfield St Lodi CA 95240	407-321-120-000	CA077108824	171215-CA-RA-HPR-R-10C	\$950.42	\$950.42		X	\$950.42	\$95.04	\$28.51	\$1,073.97	\$187,546.00	San Joaquin
Danny Willingham	741 Edan AVE Stockton CA 95207	081-122-030-000	CA077108870	180112-CA-RA-HPR-R-15C	\$1,852.28	\$0.00	X	X	\$1,852.28	\$185.23	\$55.57	\$2,093.08	\$162,736.00	San Joaquin
Kathryn Borges	207 Granada Way Tracy CA 95376	214-310-020-000	CA077109417	180112-CA-RA-HPR-R-15C	\$1,623.40	\$0.00	X	X	\$1,623.40	\$162.34	\$48.70	\$1,834.44	\$142,064.00	San Joaquin

Owner Name	Situs Address	Tax Parcel Number	Participant ID	Bond Series	Levy Amount	Paid Amount	Delinquent Installment [2]		Delinquent Amount	Penalty [3]	Interest [4]	Total Delinquent	Total Assessed Value [1]	County
							1st	2nd						
Lynette Amos	1921 Innsbrook Dr Modesto 95350	054-051-032-000	CA099106307	170217-CA-RA-R-25C	\$1,493.12	\$746.56		X	\$746.56	\$74.66	\$22.40	\$843.62	\$130,338.00	Stanislaus
Victor John, Jason John	3001 Park Royal Dr Ceres CA 95307	053-039-077-000	CA099107601	170428-CA-RA3-HPR-R-15C	\$2,040.56	\$0.00	X	X	\$2,040.56	\$204.06	\$61.22	\$2,305.84	\$298,555.00	Stanislaus
Steven Hutson, Theresa Hutson	1520 Irvin Ct Oakdale CA 95361	064-075-059-000	CA099109111	171027-CA-RA-HPR-R-15C	\$2,435.94	\$0.00	X	X	\$2,435.94	\$243.59	\$73.08	\$2,752.61	\$406,045.00	Stanislaus
David Adams, Angela Adams	2429 Bordona Dr Riverbank CA 95367	075-051-044-000	CA099109163	171201-CA-RA-HPR-R-10C	\$2,805.56	\$0.00	X	X	\$2,805.56	\$280.56	\$84.17	\$3,170.29	\$235,643.00	Stanislaus
Rosalio Perez, Oliva Perez	469 S WALTON AVE YUBA CITY CA 95993	057-150-079-000	CA101108775	200110-CA-RA-HPR-R-25F	\$1,601.64	\$800.82		X	\$800.82	\$80.08	\$24.02	\$904.92	\$411,322.00	Sutter
Alice Nielsen, Glen Nielsen	16775 Oak Hollow DR Cottonwood 96022	007-580-035-000	RTC95960N-160301	160909-CA-RA-R-20C	\$3,106.98	\$0.00	X	X	\$3,106.98	\$310.70	\$93.21	\$3,510.89	\$67,466.00	Tehama
Irene Garza, Robert Garza	3048 W Tulare Ave Visalia 93277	095-023-001-000	CA107106964	160617-CA-RA-R-10C	\$1,735.88	\$0.00	X	X	\$1,735.88	\$173.59	\$52.08	\$1,961.55	\$202,381.00	Tulare
Jose Bermudez, Maria Cortez	592 E Poplar AVE Porterville 93257	261-291-020-000	CA107107368	161028-CA-RA2-R-15C	\$1,188.02	\$0.00	X	X	\$1,188.02	\$118.80	\$35.64	\$1,342.46	\$95,453.00	Tulare
Jose Bermudez, Maria Cortez	592 E Poplar AVE Porterville 93257	261-291-020-000	CA107107319	161118-CA-RA2-R-15C	\$782.64	\$0.00	X	X	\$782.64	\$78.26	\$23.48	\$884.38	\$95,453.00	Tulare
Marcos Lemus	509 S Vista ST Visalia 93292	101-041-006-000	CA107107416	170113-CA-RA2-R-20C	\$1,892.24	\$946.12		X	\$946.12	\$94.61	\$28.38	\$1,069.11	\$85,005.00	Tulare
Monica Martinez-Martinez	4245 W Monte Vista Ave Visalia 93277	119-152-006-000	CA107107889	170317-CA-RA3-R-10C	\$1,768.44	\$0.00	X	X	\$1,768.44	\$176.84	\$53.05	\$1,998.33	\$154,553.00	Tulare
Jesse Corella, Claudia Romero	639 W Lark AVE Visalia CA 93291	090-241-082-000	CA107108735	170929-CA-RA-HPR-R-10C	\$1,937.32	\$968.66		X	\$968.66	\$96.87	\$29.06	\$1,094.59	\$119,559.00	Tulare
Jackie Winter	780 GERRY LN PORTERVILLE CA 93257	247-250-035-000	CA107109634	181026-CA-RA-HPR-R-25E	\$1,645.90	\$0.00	X	X	\$1,645.90	\$164.59	\$49.38	\$1,859.87	\$86,225.00	Tulare
Dallas Joseph Reedom	12909 AVENUE 80 PIXLEY CA 93256	316-040-007-000	CA107110074	200221-CA-RA-HPR-R-25F	\$1,230.64	\$0.00	X	X	\$1,230.64	\$123.06	\$36.92	\$1,390.62	\$69,947.00	Tulare
Nan Ballagh, Susan Ballagh-Peters	2238 Oakdale Ave Simi Valley 93063	651-0-163-025	RVT94655N-150729	151022-BE-WR-R-05-15C	\$3,999.62	\$1,999.81		X	\$1,999.81	\$199.98	\$59.99	\$2,259.78	\$600,378.00	Ventura
Adrian Rosales, Erika Rosales	702 Forest Loop Dr Port Hueneme 93041	207-0-114-205	CA111101076	160506-CA-RA-R-20C	\$823.42	\$0.00	X	X	\$823.42	\$82.34	\$24.70	\$930.46	\$627,879.00	Ventura
Traci Ginnetti	966 Utica Ave Ventura 93004	087-0-065-085	RVT92777N-151215	160512-BE-CA-RA2-R-07-15C	\$2,871.94	\$1,435.97		X	\$1,435.97	\$143.60	\$43.08	\$1,622.65	\$842,724.00	Ventura
Arcelia Servantes	4152 Florence St Simi Valley 93063	618-0-134-055	RVT92966N-151202	160512-BE-CA-RA2-R-07-15C	\$3,541.39	\$1,770.70		X	\$1,770.69	\$177.07	\$53.12	\$2,000.88	\$76,424.00	Ventura
Patricia Smith	7403 Village 7 Camarillo 93012	170-0-090-165	CA111100950	160512-BE-CA-RA-R-03-15C	\$1,721.60	\$0.00	X	X	\$1,721.60	\$172.16	\$51.65	\$1,945.41	\$454,093.00	Ventura
Adrian Rosales, Erika Rosales	702 Forest Loop Dr Port Hueneme 93041	207-0-114-205	CA111100983	160512-BE-CA-RA-R-03-15C	\$2,867.68	\$0.00	X	X	\$2,867.68	\$286.77	\$86.03	\$3,240.48	\$627,879.00	Ventura
Sara Pyle	1043 W Iris St Oxnard CA 93033	203-0-242-245	CA111103555	180302-CA-RA-HPR-R-25CD	\$1,181.55	\$0.00	X	X	\$1,181.55	\$118.16	\$35.45	\$1,335.16	\$58,640.00	Ventura
Sandra Gray	1540 Cress WAY Olivehurst CA 95961	021-450-012-000	CA115107954	170616-CA-RA2-HPRCA4-R-15C	\$1,461.20	\$0.00	X	X	\$1,461.20	\$146.12	\$43.84	\$1,651.16	\$58,701.00	Yuba
Richard Baker, Cherie Baker	1747 MCCARTHY AVE OLIVEHURST CA 95961	013-680-004-000	CA115108185	180824-CA-RA-HPR-R-25DE	\$2,544.48	\$0.00	X	X	\$2,544.48	\$254.45	\$76.33	\$2,875.26	\$164,563.00	Yuba
Total WRCOG-HERO Residential Delinquencies:									\$765,941.02	\$76,594.23	\$22,978.22	\$865,513.47		

[1] 2026 assessed values.
[2] Delinquency data as of 8/10/2026.
[3] Penalty based on 10% of the delinquent assessment and rounded to two decimal places.
[4] Interest calculated based on 1.5% of the delinquent assessment per month from July 1, 2026 through August, 31 2026 and rounded to two decimal places.

EXHIBIT “C”

COMMERCIAL DELINQUENT ASSESSMENTS

Exhibit C

COMMERCIAL DELINQUENT ASSESSMENTS

Owner Name	Situs Address	Tax Parcel Number	Participant ID	Bond Series	Levy Amount	Paid Amount	Delinquent Installment		Delinquent Amount
							1st	2nd	
Greenworks Commercial Assessments									
2108 Pico Owner LLC	2108 1/2 PICO BLVD SANTA MONICA CA 90405	4273-004-002	8806-1	240517-GWL-8806-W	\$39,787.52	\$0.00	X	X	\$39,787.52
2108 Pico Owner LLC	2114 PICO BLVD SANTA MONICA CA 90405	4273-004-003	8806-2	240517-GWL-8806-W	\$33,245.76	\$0.00	X	X	\$33,245.76
Stanton Assisted Living LLC	12282 Beach Blvd Stanton, CA 90680	131-483-04	9101-2	240517-GWL-9101-W	\$498,748.90	\$0.00	X	X	\$498,748.90
Temecula Senior Living Center LLC	29640 Solana Way Temecula CA 92591	921-330-057	11039-2	220518-CF-BAY-30	\$9,477.18	\$0.00	X	X	\$9,477.18
Jacumba Partners LLC	1951 CARRIZO GORGE RD JACUMBA CA 91934	614-070-02-00	9558-1	240517-GWL-9558-W	\$66,972.74	\$33,486.37		X	\$33,486.37
Jacumba Partners LLC	1949 CARRIZO GORGE RD JACUMBA CA 91934	614-100-16-00	9558-2	240517-GWL-9558-W	\$37,963.56	\$18,981.78		X	\$18,981.78
Stockton, Calvary Christian Center (Lighthouse of the Valley)	4368 N SUTTER ST STOCKTON CA 95204	115-230-130-000	6508	220217-GWL-6508-W	\$36,980.62	\$18,490.31		X	\$18,490.31
						Total WRCOG-Greenworks Delinquencies:		\$652,217.82	
Twain Commercial Assessments									
Temecula Hotel Partners Old Town LLC	41934 3rd St, 41935 3rd St and 286909-28696 Front St Temecula Ca 92590	922-043-002	Truax-1	20191218-WR-TC-25	\$14,864.70	\$0.00	X	X	\$14,864.70
Temecula Hotel Partners Old Town LLC	41934 3rd St, 41935 3rd St and 286909-28696 Front St Temecula Ca 92590	922-043-003	Truax-2	20191218-WR-TC-25	\$7,643.14	\$0.00	X	X	\$7,643.14
Temecula Hotel Partners Old Town LLC	41934 3rd St, 41935 3rd St and 286909-28696 Front St Temecula Ca 92590	922-043-004	Truax-3	20191218-WR-TC-25	\$22,086.26	\$0.00	X	X	\$22,086.26
Temecula Hotel Partners Old Town LLC	41934 3rd St, 41935 3rd St and 286909-28696 Front St Temecula Ca 92590	922-043-015	Truax-4	20191218-WR-TC-25	\$14,864.70	\$0.00	X	X	\$14,864.70
Temecula Hotel Partners Old Town LLC	41934 3rd St, 41935 3rd St and 286909-28696 Front St Temecula Ca 92590	922-043-018	Truax-5	20191218-WR-TC-25	\$14,864.70	\$0.00	X	X	\$14,864.70
Temecula Hotel Partners Old Town LLC	41934 3rd St, 41935 3rd St and 286909-28696 Front St Temecula Ca 92590	922-043-023	Truax-6	20191218-WR-TC-25	\$23,891.14	\$0.00	X	X	\$23,891.14
Temecula Hotel Partners Old Town LLC	41934 3rd St, 41935 3rd St and 286909-28696 Front St Temecula Ca 92590	922-043-024	Truax-7	20191218-WR-TC-25	\$16,669.58	\$0.00	X	X	\$16,669.58
Temecula Hotel Partners Old Town LLC	41934 3rd St, 41935 3rd St and 286909-28696 Front St Temecula Ca 92590	922-043-025	Truax-8	20191218-WR-TC-25	\$10,351.48	\$0.00	X	X	\$10,351.48
Temecula Hotel Partners Old Town LLC	41934 3rd St, 41935 3rd St and 286909-28696 Front St Temecula Ca 92590	922-044-017	Truax-9	20191218-WR-TC-25	\$17,757.26	\$0.00	X	X	\$17,757.26
Temecula Hotel Partners Old Town LLC	41934 3rd St, 41935 3rd St and 286909-28696 Front St Temecula Ca 92590	922-044-020	Truax-10	20191218-WR-TC-25	\$11,978.84	\$0.00	X	X	\$11,978.84
Landwin DMV LLC	1540 Manley Dr San Gabriel, CA 91776	5360-019-075 [6]	Curio-1	20210422-WR-TC-CUR-30	\$442,052.13	\$0.00	X	X	\$442,052.13
Landwin DMV LLC	1540 Manley Dr San Gabriel, CA 91776	5360-019-075 [6]	Curio-2	20210422-WR-TC-CUR-30	\$442,052.13	\$0.00	X	X	\$442,052.13
Landwin DMV LLC	1540 Manley Dr San Gabriel, CA 91776	5360-019-075 [6]	Curio-3	20210422-WR-TC-CUR-30	\$442,052.13	\$0.00	X	X	\$442,052.13
Landwin DMV LLC	101 W Valley Blvd San Gabriel, CA 91776	5360-019-075 [6]	Curio-4	20210422-WR-TC-CUR-30	\$442,052.13	\$0.00	X	X	\$442,052.13
Landwin DMV LLC	111 W Valley Blvd San Gabriel, CA 91776	5360-019-075 [6]	Curio-5	20210422-WR-TC-CUR-30	\$442,052.13	\$0.00	X	X	\$442,052.13
Landwin DMV LLC	1549 S Del Mar Ave San Gabriel, CA 91776	5360-019-075 [6]	Curio-6	20210422-WR-TC-CUR-30	\$442,052.11	\$0.00	X	X	\$442,052.11
						Total WRCOG-Twain Delinquencies:		\$2,807,284.56	
Grand Total:									\$3,459,502.38



Western Riverside Council of Governments Joint Meeting of the WRCOG Executive Committee and Supporting Foundation Board of Directors

Staff Report

Subject: Professional Services Agreement with Best Best & Krieger for PACE Administrative and Legal Services

Contact: Casey Dailey, Interim Deputy Executive Director, cdailey@wrcog.us, (951) 405-6720

Date: September 14, 2026

Recommended Action(s):

1. Authorize the Interim Executive Director to execute a Professional Services Agreement with Best Best & Krieger for administrative and legal services for WRCOG PACE Programs through June 30, 2031.

Summary:

The term of the current Professional Services Agreement (PSA) with Best Best & Krieger (BB&K) for PACE Administrative and Legal Services is active until January 1, 2027. Staff is requesting to continue services with BB&K and to enter into a new PSA through June 30, 2031. Costs associated with the Agreement will continue to be paid through administrative fees collected from property owners with WRCOG PACE assessments.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to request authorization for the Interim Executive Director to enter into a PSA with BB&K for PACE Administrative and Legal Services. This effort aligns with WRCOG's 2022-2027 Strategic Plan Goal #5 (Develop projects and programs that improve infrastructure and sustainable development in the subregion).

Discussion:

Background

In December 2011, WRCOG launched the HERO Program which provided Property Assessed Clean Energy (PACE) financing to residential and commercial property owners in western Riverside County. In 2014, the California HERO Program was launched to offer PACE financing in jurisdictions throughout California. From 2011 - 2020, over 90,000 residential PACE assessments were completed across

California as part of the HERO and California HERO Programs. On December 7, 2020, the Executive Committee discontinued WRCOG's Residential Property Assessed Clean Energy (PACE) Program due to years of declining PACE assessments and the filing of bankruptcy by Renovate America. The Commercial PACE (C-PACE) portion of the Program remains active.

WRCOG PACE Programs are structured to fund WRCOG's administrative costs, as well as the costs of its program partners, DTA, Public Financial Management (PFM), BB&K, and trustees (Wilmington Trust and Bank of New York Mellon), through the costs of issuance associated with each Residential and Commercial PACE bond as well as annual assessment administrative fees.

Since inception, BB&K has been an essential partner to WRCOG in the overall PACE Programs' development and implementation, bond counsel services, compliance with California assessment district and public finance laws, assessment financing, and other specialized support to maintain program functionality and financial solvency.

In March 2015, WRCOG amended its general legal counsel agreement with BB&K to include legal services to support a statewide PACE Program, specifically, bond, special, and disclosure counsel and public finance legal services. In June 2016, this agreement was amended a third time replacing a previously amended fee schedule. Given the number of amendments made to the contract and the number of years under contract, in accordance with WRCOG's Purchasing and Procurement Policy, staff issued a Request for Proposals (RFP) to identify potential firms with relevant knowledge and experience to provide administrative and legal services for WRCOG's PACE Programs.

An RFP was distributed on August 24, 2021. At the closure of the RFP, staff received only one proposal, from the incumbent contract holder, BB&K. On November 22, 2021, staff re-issued the RFP and received one additional interested firm. After diligent staff review and evaluation, and a report out to the Administration & Finance Committee, the Executive Committee authorized staff to enter into an agreement with BB&K. Since 2021, the market for these specialized services has not changed and staff is unaware of any new firms that possess the same skills, experience, and expertise as BB&K to accomplish the needs of the Program.

Present Situation

The agreement term with BB&K is active until December 31, 2026. Staff is recommending utilizing a Sole Source Justification with BB&K for this agreement. BB&K has extensive experience with legal services, assessment financing, bond transactions, public finance, and regulatory issues associated with WRCOG's PACE Programs since Program inception. BB&K is uniquely and highly qualified to meet WRCOG's specific Program needs in California PACE law, and BB&K has provided legal counsel during the Program's development and throughout its ongoing administration. The result of prior competitive solicitations was with only one firm, BB&K, which submitted a responsive proposal. Staff determined that no other qualified legal firm is currently available to provide equivalent specialized services.

Since the inception of the PACE Program, it has always been the intent that the Program pay for the services of the Program, in this case bond and legal services, through the fees of the Program. Historically, the fees that have paid for such services have come from two sources: 1) the cost of issuance of bond sales, a one-time fee provided at bond closing, and 2) annual administrative fees incurred by property owners with WRCOG PACE assessments. These fees are pass-through costs paid directly from participants of the Program. The discontinuation of WRCOG's Residential PACE Program

in December 2020 has impacted the revenue to pay for bond and legal services. Bond counsel and administrative services related to the commercial portion (C-PACE) of the Program will continue to be paid through the cost of issuance of C-PACE bonds, as has been the historical practice. In 2022, this contract included a revised compensation schedule that balances and creates a consistent compensation model based upon the current assessment and prepayment volume instead of a volume of bonds issued.

	Value of Contract
Cost of Issuance:	N/A
Annual Administrative Fee:	\$16 per assessment
Prepayment Fee:	\$20 per prepayment

One advantage to this contract is that it provides certainty regarding the expenses and services to be provided. By basing the fee on the number of active assessments and prepayments, staff is better able to project anticipated expenses associated with this contract. This cost will continue to steadily decline over time as the number of outstanding assessments decline due to prepayments and fully matured assessments. All costs associated with this agreement are paid through Program proceeds held and distributed by the Program trustee and not paid from WRCOG's General Fund.

In summary, BB&K has been an essential partner to WRCOG's PACE Programs since inception; BB&K provides a specialized service that has been tailored to WRCOG's specific needs in order to administer the Program, and changing vendors would create inefficiencies and confusion in the administration of a very complex program. Finally, BB&K has agreed to maintain the existing fee structure for the services provided under the agreement.

For the reasons listed above, staff requested that the Administration & Finance (A&F) Committee recommend that the Executive Committee authorize the Interim Executive Director to approve the Professional Services Agreement with BB&K (Attachment 1); **OR** to direct staff to release an RFP for the services requested. The A&F Committee voted to move forward with staff's recommendation of using a Sole Source Justification. A substitute motion was made from the City of Beaumont to release an RFP; however, it failed to receive a second motion from the Committee. The A&F passed staff's suggested action with one no vote.

Prior Action(s):

August 12, 2026: The Administrative & Finance Committee recommended that the Executive Committee authorize the Interim Executive Director to execute a Professional Services Agreement with Best Best & Krieger for administrative and legal services for WRCOG PACE Programs through June 30, 2031.

May 6, 2024: The Executive Committee authorized the Executive Director to execute a First Amendment to the Professional Services Agreement with Best Best & Krieger for administrative and legal services for the WRCOG PACE Programs through June 30, 2026.

April 10, 2024: The Administration & Finance Committee recommended that the Executive Committee authorize the Executive Director to execute a First Amendment to the Professional Services Agreement with Best Best & Krieger for administrative and legal services for the WRCOG PACE Programs through

June 30, 2026.

Financial Summary:

PACE Program activities are included in the Agency's adopted Fiscal Year 2026/2027 Budget under the Energy & Environmental Department. The costs associated with the proposed Agreement are paid through administrative fees incurred by property owners with WRCOG PACE assessments.

Attachment(s):

[Attachment 1 - PSA with BBK Administrative and Legal Services.pdf](#)

Attachment

Professional Services Agreement
with Best Best & Krieger LLC to
provide professional consulting
services for Administrative and Legal
Services

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

1. PARTIES AND DATE.

This Agreement is made and entered into September 14, 2026, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG"), and Best Best & Krieger LLC., a bond, disclosure, and special counsel firm ("Consultant"). WRCOG and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by WRCOG on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional consulting services to support administrative services, legal advice and representation for WRCOG's subregion HERO Program, the California HERO Program, Renew Financial Program and PACE Funding Program, is licensed in the State of California, and is familiar with the plans of WRCOG.

2.2 Project.

WRCOG desires to engage Consultant to render such professional services for the Administrative and Legal Services for PACE Programs ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to WRCOG all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the operational, cost, and legal services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, and which are stated in the proposal to WRCOG and approved by WRCOG's Executive Committee. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from January 1, 2027, to June 30, 2031. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

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

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

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

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

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

Mrunal Shah, Partner

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

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

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

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

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

3.2.10 Insurance.

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

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

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

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

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

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

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

(A) General Liability.

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

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

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

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

(B) Automobile Liability.

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

(C) Workers' Compensation and Employers Liability Coverage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. Extra Work may be authorized, as described below, and, if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to WRCOG a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall contain the invoice number and date; remittance address; Agreement number 2027-67-5000-001, 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 advice if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. WRCOG shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request, and post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify, and hold WRCOG, its Directors, officials, officers, employees, volunteers, and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

Consultant: Best Best & Krieger LLP
3390 University Avenue, 5th Floor
Riverside, CA 92502
Attn: Mrunal Mehta Shah, Partner

WRCOG: Western Riverside Council of Governments
1955 Chicago Avenue, Suite 200
Riverside, CA 92507
Attn: Casey Dailey, Interim Deputy Executive Director

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.6 Subcontracting.

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

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

BEST BEST & KRIEGER LLC

By: _____

By: _____

Name: Christopher Gray
Title: Interim Executive Director

Name: _____
Title: Partner

ATTEST:

By: _____

Its: _____

*A corporation requires the signatures of two corporate officers.

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

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

EXHIBIT “A”**SCOPE AND SCHEDULE OF SERVICES**

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

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

EXHIBIT “B”

COMPENSATION BILLING RATES

\$4 per quarter per assessment with a minimum of \$15,000 per quarter, and \$20 per prepayment per parcel.

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

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

- \$429 per hour for Partners and Of Counsel
- \$308 per hour for Senior Associates
- \$271 per hour for Junior Associates
- \$209 per hour for Senior Paralegal
- \$187 for Junior Paralegal and
- \$187 per hour for Closing Coordinator

The fee schedule above is effective as of January 1, 2026. We are requesting this implementation date because our existing fee schedule is based upon a combination of receiving fees for the issuance of bonds for new residential assessments and some administrative fees.

Fees increase every January 1, effective January 1, 2027, by the amount of the consumer price index.

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