Western Riverside Council of Governments
WRCOG Executive Committee

AGENDA

Friday, June 13, 2025
10:00 AM

Pechanga Resort Casino
45000 Pechanga Pkwy
Summit Ballroom A
Temecula, CA 92592

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) 405-6702. 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 3390 University Avenue, Suite 200, Riverside, CA, 92501.

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.

Any member of the public requiring a reasonable accommodation to participate in this meeting in light of this announcement shall contact Janis Leonard at least 72 hours prior to the meeting at (951) 405-6702 or jleonard@wrcog.us. Later requests will be accommodated to the extent feasible.

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

1. CALL TO ORDER (Brenda Dennstedt, Chair)

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PUBLIC COMMENTS

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

5. CONSENT CALENDAR

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

A. Action Minutes from the June 2, 2025, Meeting of the Executive Committee

Requested Action(s):

1. Approve the Action Minutes from the June 2, 2025, meeting of the Executive Committee.

B. Approval of a Second Amendment to the Southern California Gas Company's Agreement for WRCOG to continue serving as the Regional Energy Pathways Ambassador

Requested Action(s):

1. Approve a Second Amendment to the Standard Services Agreement with Southern California Gas Company to increase the contract amount to $327,929.00 and extend the term to June 30, 2027.
2. Approve a budget amendment to the Fiscal Year 2025/2026 Budget.

C. TUMF Program Activities Update: Approval of One TUMF Credit Agreement and One TUMF Reimbursement Agreement Amendment

Requested Action(s):

1. Authorize the Executive Director to execute a TUMF Credit Agreement between WRCOG, the City of Wildomar, and KB Home Coastal, Inc., for improvements of the public roadway of Jefferson Ave, from Starbucks Circle to City of Murrieta city limit, with a maximum credit of $1,562,000.
2. Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Riverside for an increase in funding for the Third Street Grade Separation Project by $2,500,000 to an amount not to exceed $13,750,000.

D. Approval of Fiscal Year 2025/2026 Agency Salary Schedule

Requested Action(s):

1. Adopt Resolution Number 20-25; A Resolution of the Executive Committee of the Western Riverside Council of Governments adopting the Fiscal Year 2025/2026 publicly available Salary Schedule effective July 1, 2025, through June 30, 2026, as required by the California Public Employees' Retirement System.

E. TUMF Administrative Plan and Credit/Reimbursement Manual Update

Requested Action(s):

1. Recommend that the Executive Committee approve the updated TUMF Administrative Plan and Credit/Reimbursement Manual.

F. Annual Used Oil Payment Program Authorization - Cycle 16

Requested Action(s): 1. Adopt Resolution Number 21-25; A Resolution of the Executive Committee of the Western Riverside Council of Governments to support Regional Application – Used Oil Payment Program – 16.

G. Letter of Support for the Delta Conveyance Project

Requested Action(s): 1. Authorize the Executive Director to submit the attached letter of support for the Delta Conveyance Project on custom letterhead that highlights the names and/or logos or seals of each member agency.

6. REPORTS / DISCUSSION

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

A. Commuting Patterns, Employment Locations, and Big Data Applications for WRCOG Member Agencies

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

B. I-REN Energy Workforce Gaps Assessment and Memorandums of Understanding with Riverside and San Bernardino Counties' Workforce Development Departments

Requested Action(s): 1. Authorize the WRCOG Executive Director to execute Memorandums of Understanding with Riverside County and San Bernardino County separately for further development of the I-REN Workforce Education and Training Program in an amount not-to-exceed $1,500,000 per County for a term through December 31, 2027.

C. Update on Coachella Valley Association of Governments' Projects, Programs, and Initiatives

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

7. REPORT FROM THE EXECUTIVE COMMITTEE CHAIR

Brenda Dennstedt, Western Water

8. REPORT FROM THE EXECUTIVE DIRECTOR

Dr. Kurt Wilson

9. ITEMS FOR FUTURE AGENDAS

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

10. GENERAL ANNOUNCEMENTS

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

11. NEXT MEETING

The next Executive Committee meeting is scheduled for Monday, August 4, 2025, at 2:00 p.m., in the County of Riverside Administrative Center, 4080 Lemon Street, 1st Floor, Board Chambers, Riverside.

12. ADJOURNMENT

WRCOG Executive Committee

Action Minutes

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1. CALL TO ORDER

The meeting of the WRCOG Executive Committee was called to order by Chair Brenda Dennstedt at 2:00 p.m., on June 2, 2025, at the Riverside County Administrative Center, 1st Floor Board Chambers.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

- City of Banning - Sheri Flynn
- City of Beaumont - Mike Lara
- City of Calimesa - Jeff Cervantez
- City of Canyon Lake - Dale Welty
- City of Corona - Jacque Casillas
- City of Jurupa Valley - Chris Barajas
- City of Menifee - Bob Karwin
- City of Moreno Valley - Elena Baca-Santa Cruz
- City of Murrieta - Lori Stone
- City of Norco - Kevin Bash
- City of Riverside - Chuck Conder
- City of San Jacinto - Crystal Ruiz
- City of Temecula - Jessica Alexander
- City of Wildomar - Joseph Morabito
- County of Riverside, District 1 - Jose Medina
- County of Riverside, District 2 - Karen Spiegel
- County of Riverside, District 3 - Chuck Washington
- County of Riverside, District 5 - Yxstian Gutierrez
- Eastern Municipal Water District (EMWD) - David Slawson
- Western Water - Brenda Dennstedt (Chair)

Absent:

- City of Eastvale
- City of Hemet
- City of Lake Elsinore
- City of Perris
- Riverside County Superintendent of Schools

4. CLOSED SESSION

5. OPEN SESSION

RESULT:	**APPROVED AS RECOOMENDED**
MOVER:	Corona
SECONDER:	Jurupa Valley
AYES:	Beaumont, Calimesa, Canyon Lake, Corona, Jurupa Valley, Menifee, Moreno Valley, Norco, San Jacinto, Wildomar, District 1, District 2, District 3, District 5, EMWD, Western Water
NO:	Banning, Murrieta, Riverside, Temecula

A. Second Amendment to Executive Director Employment Agreement

Action:

1. Approved a Second Amendment to the Employment Agreement for the Executive Director with an increase of annual compensation to $328,374, effective July 1, 2025, and authorized the Chair to execute the Agreement in a form approved by General Counsel.

6. PUBLIC COMMENTS

There were no public comments.

7. CONSENT CALENDAR

RESULT:	**APPROVED AS RECOMMENDED**
MOVER:	Wildomar
SECONDER:	Dist. 2
AYES:	Banning, Beaumont, Calimesa, Canyon Lake, Corona, Jurupa Valley, Menifee, Moreno Valley, Murrieta, Norco, Riverside, Temecula, Wildomar, Dist. 2, Dist. 5, EMWD, Western Water

A. Action Minutes from the May 5, 2025, Meeting of the Executive Committee

Action:

1. Approved the Action Minutes from the May 5, 2025, meeting of the Executive Committee.

B. WRCOG Committees and Agency Activities Update

Action:

1. Received and filed.

C. Report out of WRCOG Representatives on Various Committees

Action:

1. Received and filed.

D. I-REN Monthly Activities Update

Action:

1. Received and filed.

E. Single Signature Authority Report

Action:

1. Received and filed.

F. Request to Authorize Annual Levy Assessments related to WRCOG PACE Programs

Actions:

1. Adopted Resolution Number 04-25; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in various counties.
2. Adopted Resolution Number 05-25; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Amador County.
3. Adopted Resolution Number 06-25; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Butte County and certifying to Butte County the validity of the legal process used to place direct charges on the secured tax roll.
4. Adopted Resolution Number 07-25; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in the Glenn County.
5. Adopted Resolution Number 08-25; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Humboldt County.
6. Adopted Resolution Number 09-25; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Kern County.
7. Adopted Resolution Number 10-25; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Madera County.
8. Adopted Resolution Number 11-25; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Mendocino County.
9. Adopted Resolution Number 12-25; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Merced County.
10. Adopted Resolution Number 13-25; A Resolution of the Executive Committee of the Western Riverside Council of Governments certifying compliance with State law with respect to the levying of special assessments in Monterey County.
11. Adopted Resolution Number 14-25; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Nevada County.
12. Adopted Resolution Number 15-25; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in San Mateo County.

13. Adopted Resolution Number 16-25; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Sutter County and certifying to the County of Sutter the validity of the legal process used to place direct charges on the secured tax roll.
14. Adopted Resolution Number 17-25; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain determinations with respect to the placement of assessments on the tax roll in Ventura County.
15. Adopted Resolution Number 18-25; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Yolo County.
16. Adopted Resolution Number 19-25; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Yuba County.

G. Approval of a Second Amendment to a Professional Services Agreement with EcoHero Show for School Outreach Presentations

Action:

1. Authorized the Executive Director to execute a Second Amendment to the Professional Services Agreement between WRCOG and EcoHero Show for School Outreach Presentations in an amount not-to-exceed $90,000, for a term through December 31, 2027.

H. Appointment of One WRCOG Representative to a SCAG Policy Committee

Action:

1. Appointed Valerie Vandever, City of San Jacinto, to SCAG's Community, Economic & Human Development Policy Committee.

8. REPORTS / DISCUSSION

A. Clean Mobility Options Community Car Share Deployment Kickoff

Action:

1. Received and filed.

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

TAC Chair Clara Miramontes reported that the TAC received a TUMF Administrative Plan update, as well as an overview of data regarding employment movement patters, which will be very resourceful to the cities.

10. REPORT FROM COMMITTEE REPRESENTATIVES

Dale Welty, SCAG Community, Economic &Human Development Policy Committee representative, reported that SCAG provided a presentation on the Air Quality Management District's amended Rules 1111 and 1121, which will be brought forth in an upcoming public hearing on June 6, 2025.

11. REPORT FROM THE EXECUTIVE COMMITTEE CHAIR

Chair Dennstedt thanked Committee members for submitting their jurisdictional challenge coins which will collectively be gifted to the key note speaker for WRCOG's upcoming General Assembly, and mentioned that there may be some discussion in the near future regarding the Governor's proposal on the fast-tracking of the Delta Conveyance Project (DCP), which encompasses the transportation of water from northern to southern California.

12. REPORT FROM THE EXECUTIVE DIRECTOR

Dr. Wilson thanked Committee members for their consideration on the DCP item. Staff has reunited approximately $120k of HERO refunds with homeowners, and mentioned that a $7.5M Commercial PACE project closed in the City of Murrieta.

13. ITEMS FOR FUTURE AGENDAS

There were no items for future agendas.

14. GENERAL ANNOUNCEMENTS

There were no general announcement.

15. NEXT MEETING

The next Executive Committee meeting is scheduled for Friday June 13, 2025, at 10:00 a.m., at Pachanga Resort & Casino, Temecula.

16. ADJOURNMENT

The meeting was adjourned at 4:09 p.m.

Western Riverside Council of Governments
WRCOG Executive Committee

Staff Report

Subject: **Approval of a Second Amendment to the Southern California Gas Company's Agreement for WRCOG to continue serving as the Regional Energy Pathways Ambassador**

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

Date: **June 13, 2025**

Recommended Action(s):

1. Approve a Second Amendment to the Standard Services Agreement with Southern California Gas Company to increase the contract amount to $327,929.00 and extend the term to June 30, 2027.
2. Approve a budget amendment to the Fiscal Year 2025/2026 Budget.

Summary:

The Southern California Gas Company's (SoCalGas) Regional Energy Pathways (REP) Program continues to support public sector customers that previously participated in Local Government Partnerships with incorporating energy efficiency (EE) into customer practices and policies at all facilities. In 2023, SoCalGas contracted with WRCOG to serve as the REP Ambassador for Riverside and San Bernardino Counties to inform public sector customers of SoCalGas' EE Programs, support with developing and implementing EE projects, and provide education opportunities. To date, WRCOG has conducted outreach with various agencies, facilitated EE upgrades for public agencies, coordinated with the Inland Regional Energy Network (I-REN) to provide various incentive options and resources for local governments, and assisted with organizing an energy education day at SoCalGas' Energy Resource Center. The current contract is set to expire on June 30, 2025.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to request approval of a Second Amendment to the Standard Services Agreement with SoCalGas to extend the Agreement to June 30, 2027, and to increase the contract amount to $327,929.00 to compensate WRCOG for staff time and program costs. This item is aligned with WRCOG's 2022-2027 Strategic Plan Goal #6 (To develop and implement programs that support resilience for our region) and Goal #6.1 (Incentivize programs for saving electricity, water, and other essential resources through the I-REN).

Discussion:

Background

SoCalGas continues to support public sector customers that previously participated in Local Government Partnerships through the REP Program, one of several new offerings for public sector customers focused on connecting customers with the various EE programs offered by SoCalGas. One aspect of the REP Program is that SoCalGas contracts with regional agencies, known as REP Ambassadors, who will serve as an extension of staff to SoCalGas' REP team, ensuring public sector customers have a local "go to" resource that supports their agencies' ability to increase EE. Since November 2023, WRCOG has been serving as REP Ambassador for Riverside and San Bernardino Counties.

Present Situation

Since the onset of the Agreement with SoCalGas, WRCOG has been conducting outreach, sharing resources, and assisting with EE projects for local governments and K-12 schools in Riverside and San Bernardino Counties through SoCalGas' EE Programs. WRCOG has assisted four local governments with participating in the SoCalGas Public Direct Install Program (PDIP), which provides an assessment of water heating systems, makes EE recommendations, and can implement the project if the agency agrees. The City of Calimesa participated in the PDIP and received no-cost water heating upgrades at a fire station and senior center, saving the City approximately $788 per year on utility costs and 800 therms. The City of Colton also participated in the PDIP and received no-cost water heating upgrades for the Lawrence Hutton Community Center and Corporation Yard, saving the City approximately $6,781 per year on utility costs and 10,800 therms. In January 2025, the City of Beaumont received a PDIP energy audit and is deliberating approval of a water heating upgrade. In April 2025, the City of Corona received PDIP energy audits and SoCalGas' contractor is in process of reviewing potential water heater upgrades.

In addition to assisting public agencies with participating in SoCalGas' EE Programs, WRCOG also sends monthly outreach emails to connect with agency staff and share education and training opportunities. SoCalGas' Energy Resource Center provides virtual and in-person seminars on a variety of EE topics, such as HVAC installation and maintenance, building decarbonization trainings, and certification courses for home energy raters.

Staff assigned as REP Ambassadors have also been collaborating with the I-REN team to align and supplement EE support and offerings for the public sector agencies in Riverside and San Bernardino Counties. This collaboration not only bolsters SoCalGas' and the I-REN's reach for EE support, but it also supports one of I-REN's goals, which is to collaborate with investor-owned utilities in the Inland Empire. During meetings, orientations, and presentations, staff will cross-promote the SoCalGas EE Programs and the I-REN's offerings and incentives to public agencies. This collaboration between SoCalGas and the I-REN provides staff with access to multiple resources to provide public agencies in Riverside and San Bernardino Counties with technical assistance, support and incentives for gas EE projects, and education opportunities.

Throughout the remainder of the contract period, WRCOG will continue to conduct outreach with public agencies in Riverside and San Bernardino Counties, inform public agencies of SoCalGas' EE Programs, and collaborate with the I-REN on EE project development and education for public agencies. Through this outreach and coordinated effort with the I-REN, WRCOG and SoCalGas can assist the public sector with projects and building upgrades, learn about available resources, and promote EE.

Prior Action(s):

October 7, 2024: The Executive Committee approved a First Amendment to the Standard Services Agreement with SoCalGas, substantially as to form and subject to legal counsel approval, increasing the Agreement amount by $39,000, for a new Agreement amount of $159,000.00.

November 6, 2023: The Executive Committee approved and authorized the Standard Services Agreement with SoCalGas to allow WRCOG to serve as the Regional Energy Pathways Ambassador in Riverside and San Bernardino Counties.

Financial Summary:

For Fiscal Year 2025/2026, activities under the SoCalGas Regional Energy Pathways Program are expected to result in $49,615 in both revenues and expenditures within the General Fund (110). This item includes a budget amendment to reflect these amounts. Any remaining authorized funds will be allocated to Fiscal Year 2026/2027.

Attachment(s):

Attachment 1 - Amendment No. 2 to the Southern California Gas Company Standard Services Agreement

Attachment 2 - FY 25/26 Gas Company Partnership Budget Amendment

Attachment

Amendment No. 2 to the Southern California Gas Company Standard Services Agreement

Amendment No. 2

This Amendment No. 2 ("Amendment") amends Agreement No. CW45365 effective **November 6, 2023** (as amended, "Agreement"), by and between **Southern California Gas Company, a California corporation** ("Company") and **Western Riverside Council of Governments** ("Contractor"). This Amendment is dated and effective as of **June 13, 2025** ("Amendment Effective Date").

Company and Contractor agree as follows:

1. Amendments to Agreement.

    a. Extension of Term. The expiration date of the Agreement is hereby extended through **June 30, 2027**.

    b. Increase in the Agreement Amount. The dollar amount under the Agreement is hereby increased by **$168,929.00** for a new Agreement NTE amount of **$327,929.00**

Previous Agreement NTE Amount:	**$159,000.00**
Increase to Agreement NTE Amount:	**$168,929.00**
Revised Agreement NTE Amount:	**$327,929.00**

2. Miscellaneous. Other than as specifically modified above, the Agreement shall remain in full force and effect and is hereby ratified, approved, and confirmed. This Amendment is subject to all of the terms and conditions of the Agreement as if it were a part thereof, including, without limitation, any provision with respect to choice of law, venue, and/or jurisdiction. Miscellaneous

[*signature page follows*]

IN WITNESS WHEREOF, each party has caused this Amendment to be executed by its duly authorized representative as of the Amendment Effective Date.

Southern California Gas Company, a California corporation		**Western Riverside Council of Governments**	
By:	____________________	**By:**	____________________
Name:	____________________	**Name:**	____________________
Title:	____________________	**Title:**	____________________
		Approved as to form	
		By:	____________________
		Name:	____________________
		Title:	____________________

Attachment

FY 25-26 Gas Company Partnership
Budget Amendment

Gas Company Partnership

Fund	GL Code	Description	FY 26 Budget Amendment	
		Revenues		
110	40605	Gas Co Partnership Revenue	$	49,615
		Total Revenues	**$**	**49,615**
		Expenses		
110	60001	Salaries & Wages	$	21,837
110	61000	Fringe Benefits		9,715
110	63000	Overhead Allocation		15,763
110	65101	General Legal Services		1,000
110	73102	Parking Validations		150
110	Consolidated	Program/Office Supplies		400
110	73114	Subscriptions/Publications		-
110	Consolidated	Travel		750
110	85101	Consulting Labor		-
		Total Expenses	**$**	**49,615**
			$	-

Item 5.C

Western Riverside Council of Governments
WRCOG Executive Committee

Staff Report

Subject: **TUMF Program Activities Update: Approval of One TUMF Credit Agreement and One TUMF Reimbursement Agreement Amendment**

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

Date: **June 13, 2025**

Recommended Action(s):

1. Authorize the Executive Director to execute a TUMF Credit Agreement between WRCOG, the City of Wildomar, and KB Home Coastal, Inc., for improvements of the public roadway of Jefferson Ave, from Starbucks Circle to City of Murrieta city limit, with a maximum credit of $1,562,000.
2. Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Riverside for an increase in funding for the Third Street Grade Separation Project by $2,500,000 to an amount not to exceed $13,750,000.

Summary:

The City of Wildomar is requesting to enter into a TUMF Credit Agreement with WRCOG and KB Home Coastal, Inc., and the City of Riverside is requesting to enter into a TUMF Reimbursement Agreement Amendment. These initiatives involve investments which will be directed towards significant enhancements in their respective transportation systems. These investments will improve the infrastructure, stimulate economic growth, reduce traffic congestion, and enhance the overall quality of life for residents and businesses in the area.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to request approval of one TUMF Credit 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.

A TUMF Credit Agreement is a document between WRCOG, a member agency, and a developer, and allows WRCOG to provide credit towards TUMF fees. This credit is established by work completed for the Planning, Design, Engineering, and/or Construction Phase(s) of a TUMF facility. To enter into a Credit Agreement, the project must have eligible funding identified in WRCOG's current TUMF Nexus Study. TUMF Credit Agreements give credit for eligible infrastructure built as part of new development. Developers contribute to the TUMF Program through direct work on facilities. The maximum amount of credit a developer can receive is determined through the TUMF Nexus Study project list.

Present Situation

TUMF Credit Agreement:

1. The TUMF Credit Agreement between WRCOG, the City of Wildomar, and KB Home Coastal, Inc., will have project work done for street improvements on Jefferson Avenue, from Starbuck Circle to City of Murrieta city limit, with a maximum available credit amount of $1,562,000 for TUMF-eligible work. The developer has an estimated TUMF obligation of $1,274,008 for the development of 163 multi-family units.

TUMF Reimbursement Agreement Amendment:

1. The Third Street Grade Separation Project (16-NW-RIV-1190) set the funding in the Planning, Engineering, and Right of Way Phases to an amount not to exceed $11,250,000. An increase in project funding has been requested by the City in an Amendment for an additional $2,500,000 in an amount not to exceed $13,750,000. This additional funding request is only for the Engineering Phase. The proposed project will design and construct an underpass at the existing Third Street at-grade crossing of Burlington Northern Santa Fe (BNSF) railroad in the City of Riverside. Third Street will be lowered from Vine Street to Park Avenue and a bridge will be constructed to convey rail traffic.

Prior Action(s):

March 25, 2025: WRCOG and the City of Riverside entered into a TUMF Reimbursement Agreement Amendment (No. 2) for the Third Street Grade Separation Project.

March 30, 2021: WRCOG and the City of Riverside entered into a TUMF Reimbursement Agreement Amendment (No. 1) for the Third Street Grade Separation Project.

July 26, 2018: WRCOG and the City of Riverside entered into a TUMF Reimbursement Agreement for the Third Street Grade Separation Project.

Financial Summary:

TUMF liabilities with respect to Credit Agreements are recognized when the developer's credit exceeds the developer's obligation and creates projected liability. These liabilities are reflected as fiduciary fund long-term debt in WRCOG's financials under the TUMF Fund. These potential liabilities are subject to reimbursement based on the availability of funding in their respective TUMF Zones.

Attachment(s):

Attachment 1 - TUMF Credit Agreement - City of Wildomar and KB Home Coastal for Jefferson Ave.

Attachment 2 - TUMF Reimbursement Agreement - Amendment No. 3 - Third Street Grade Separation (16-NW-RIV-1190)

Attachment

TUMF Improvement and Credit Liability Agreement – City of Wildomar and KB Home Coastal, Inc. - Jefferson Ave.

**IMPROVEMENT AND CREDIT / REIMBURSEMENT AGREEMENT
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM**

This **IMPROVEMENT AND CREDIT AGREEMENT** ("Agreement") is entered into this ___ day of ___________________, 20___, (the "Effective Date") by and between the City of Wildomar, a California municipal corporation ("AGENCY"), the Western Riverside Council of Governments, a joint powers Agency, ("WRCOG") and KB Home Coastal, Inc., a California corporation with its principal place of business at 36310 Inland Valley Drive, Suite 300, Wildomar, CA 92595 ("Developer"). AGENCY and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, Developer owns 25.91 acres of real property located within the City of Wildomar, California, which is more specifically described in the legal description set forth in Exhibit "A", attached hereto and incorporated herein by this reference ("Property");

WHEREAS, Developer has requested from AGENCY-certain entitlements and/or permits for the construction of improvements on the Property, which are more particularly described as one hundred sixty-three (163) multi-family residential units ("Project");

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

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

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

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

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

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

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

TERMS

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

2.0 Construction of TUMF Improvements. Developer shall construct or have constructed at its own cost, expense, and liability certain street and transportation system improvements generally described as **public roadway improvements on Jefferson Avenue**, from Starbuck Circle to City of Murrieta city limit (sta. 204+9.17 to sta. 221+89.12) and as shown more specifically on the plans, profiles, and specifications which have been or will be prepared by or on behalf of Developer and approved by AGENCY, and which are incorporated herein by this reference ("TUMF Improvements"). Construction of the TUMF Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any existing public or private improvement in conflict with the construction or installation of the TUMF Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of AGENCY and the owner of such improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary to fully and adequately complete the TUMF Improvements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.0 Default; Notice; Remedies.

10.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if AGENCY determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, AGENCY may at any time thereafter declare Developer to be in default or violation of this

Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within five (5) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, AGENCY may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon AGENCY's issuance of the Notice, Developer and its surety shall be liable to AGENCY for all costs of construction and installation of the TUMF Improvements and all other administrative costs or expenses as provided for in this Section 10.0 of this Agreement.

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

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

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

11.1 Performance Bond. To guarantee the faithful performance of the TUMF Improvements and all the provisions of this Agreement, to protect AGENCY if Developer is in default as set forth in Section 10.0 et seq. of this Agreement, and to secure the one-year guarantee and warranty of the TUMF Improvements, Developer or its contractor shall provide AGENCY a faithful performance bond in an amount which sum shall be not less than one hundred percent

(100%) of the Estimated Costs. The AGENCY may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the TUMF Improvements are accepted by AGENCY, provided that Developer is not in default on any provision of this Agreement and the total remaining security is not less than one hundred percent (100%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 11.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement.

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

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

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

12.0 Indemnification. Developer shall defend, indemnify, and hold harmless AGENCY, the Western Riverside Council of Governments (WRCOG), their elected officials, board members, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its employees, contractors, or agents in connection with the performance of this Agreement, or arising out of or in any way related to or caused by the TUMF Improvements or their condition prior to AGENCY's approval and acceptance of the TUMF Improvements or that challenge, attack, or seek to modify, set aside, void, or annul this Agreement, whether such actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a court of competent jurisdiction. ("Claims"). This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney fees, and related costs or expenses, and the reimbursement of AGENCY, WRCOG, their elected officials, board members, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any Claim which is caused solely and exclusively by the negligence or willful misconduct of AGENCY as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by AGENCY, WRCOG, their elected officials, board members, employees, or agents.

13.0 Insurance.

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

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

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

13.1.3 Workers' Compensation. Workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence, at all times during which insured retains employees.

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

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

13.3 Additional Insured; Separation of Insureds. The Required Insurance, except for the professional liability and workers' compensation insurance, shall name AGENCY, WRCOG, their elected officials, board members, officers, employees, and agents as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including any materials, parts, or equipment furnished in connection therewith. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; **and** one of the following ISO completed operations Forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to AGENCY, WRCOG, their elected officials, board members, officers, employees, or agents.

13.4 Subcontractors. Developer shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Developer shall ensure that AGENCY and WRCOG are an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

13.5 Primary Insurance; Waiver of Subrogation. The Required Insurance, except for the professional liability and workers' compensation insurance shall be primary with respect to any insurance or self-insurance programs covering AGENCY, WRCOG, their elected officials, board members, officers, employees, or agents. The Required Insurance, except for the professional liability insurance, shall provide that the insurance company waives all right of recovery by way of subrogation against AGENCY and WRCOG in connection with any damage or harm covered by such policy. Developer agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the AGENCY has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the AGENCY for all work performed by the Developer, its employees, agents and subcontractors.

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

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

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

13.9 If the Developer maintains broader coverage and/or higher limits than the minimums shown above for all policies, the AGENCY requires and shall be entitled to the broader coverage and/or higher limits maintained by the Developer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

14.0 TUMF Credit.

14.1 Developer's TUMF Obligation. Developer hereby agrees and accepts that as of the date of this Agreement, the amount Developer is obligated to pay to AGENCY pursuant to Wildomar Municipal Code Section 3.40 as part of the TUMF Program is **One Million Two Hundred Seventy-Four Thousand Eight Dollars and Zero Cents** ($1,274,008.00), ("TUMF Obligation"), $7,816.00 fee per Dwelling Unit with 163 multi-family units, as calculated in Exhibit F. This TUMF Obligation shall be initially determined under the TUMF fee schedule in effect for the AGENCY at the time the Developer submits a building permit application for the TUMF Improvement. Notwithstanding, this TUMF Obligation does not have to be paid until the Certificate of Occupancy is obtained.

14.2 Fee Adjustments. Notwithstanding the foregoing, Developer agrees that this Agreement shall not estop AGENCY from adjusting the TUMF in accordance with the provisions of Wildomar Municipal Code Section 3.40.

14.3 Credit Offset Against TUMF Obligation. Pursuant to Wildomar Municipal Code Section 3.40 and in consideration for Developer's obligation under this Agreement for the delivery of TUMF Improvements, credit shall be applied by AGENCY to offset the TUMF Obligation ("Credit") subject to adjustment and reconciliation under Section 14.5 of this agreement. Developer hereby agrees that the amount of the Credit shall be applied after Developer has initiated the process of project delivery of TUMF Improvements to the lowest responsible bidder in accordance with this Agreement. Developer further agrees that the dollar amount of the Credit shall be equal to the lesser of: (A) the bid amount set forth in the contract awarded to the lowest responsible bidder, or (B) the unit cost assumptions for the TUMF Improvement in effect at the time of the contract award, as such assumptions are identified and determined in the most recent TUMF Nexus Study and the TUMF Administrative Plan adopted by WRCOG ("Unit Cost Assumptions").

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

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

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

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

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

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

(a) TUMF Balance. If the dollar amount of the Actual Credit is less than the dollar amount of the TUMF Obligation, the AGENCY Public Works Director shall provide written notice to Developer of the amount of the difference owed ("TUMF Balance") and Developer shall pay the TUMF Balance in accordance with Wildomar Municipal Code Section 3.40 to fully satisfy the TUMF Obligation (see Exhibit "F" - Example "A").

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

(c) TUMF Overpayment. If the dollar amount of the Actual Credit exceeds the Estimated Credit, but is less than the TUMF Obligation, but the Actual Credit plus additional monies collected by AGENCY from Developer for the TUMF Obligation exceed the TUMF Obligation ("TUMF Overpayment"), Developer will be deemed to have fully satisfied the TUMF Obligation for the Project and may be entitled to a refund. The AGENCY's Public Works Director shall provide written notice to WRCOG and the Developer of the amount of the TUMF Overpayment and AGENCY shall direct WRCOG to refund the Developer in accordance with Wildomar Municipal Code Section 3.40 (see Exhibit "F" - Example C)

14.6 Reimbursement Agreement. If authorized under either Section 14.3 or Section 14.5 Developer may apply to AGENCY and WRCOG for a reimbursement agreement for the amount by which the Actual Credit exceeds the TUMF Obligation, as determined pursuant to Section 14.3 of this Agreement, Wildomar Municipal Code Section 3.40, and the TUMF Administrative Plan adopted by WRCOG ("Reimbursement Agreement"). If AGENCY and WRCOG agree to a Reimbursement Agreement with Developer, the Reimbursement Agreement shall be executed on the form set forth in Exhibit "D," and shall contain the terms and conditions set forth therein. The Parties agree that the Reimbursement Agreement shall be subject to all terms and conditions of this Agreement, and that upon execution, an executed copy of the Reimbursement Agreement shall be attached hereto and shall be incorporated herein as a material part of this Agreement as though fully set forth herein.

15.0 Miscellaneous.

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

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

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

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

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

To AGENCY:

City of Wildomar
23873 Clinton Keith Rd., Suite 110
Wildomar, CA 92595
Attention: City Manager
Telephone: (951) 677-7751

To WRCOG:

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

To Developer:

KB Home Coastal, Inc.
Attn: Scott Hansen
36310 Inland Valley Drive Suite 300,
Wildomar, CA 92595

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES OF PARTIES ON NEXT PAGE]

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

DEVELOPER:
KB Home Coastal, Inc.

By: ____

Its: ____

By: ____

Its: ____

WESTERN RIVERSIDE COUNCIL OF GOVERNMENT:

By: ____
Its: Executive Director-________________________

ATTEST:

By: ________________________________
Its: ________________________________

AGENCY:
City of Wildomar

By:____
Its: City Manager

ATTEST:

By: ________________________________
Its: City Clerk

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

ASSESSORS PARCEL NO.

380-220-003

LEGAL DESCRIPTION

THAT PORTION OF BLOCK "M" OF GRAHAM, COLLIER AND HELD'S SUBDIVISION OF BLOCK "K", "L", AND "M" IN ELSINORE, AS SHOWN BY MAP ON FILE IN BOOK 4 OF MAPS, AT PAGE 174, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, TOGETHER WITH THAT PORTION OF PALOMAR STREET AS SHOWN ON SAID MAP AND TOGETER WITH THAT PORTION OF LOT 1 IN FRACTIONAL SECTION 7, TOWNSHIP 7 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

EXHIBIT “B”

FORMS FOR SECURITY

[ATTACHED BEHIND THIS PAGE]

BOND NO. ___________________
INITIAL PREMIUM: ___________________
SUBJECT TO RENEWAL

PERFORMANCE BOND

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

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

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

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

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

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

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

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

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

____
Principal

By: ____________________________
President

____
Surety

By: ____________________________
Attorney-in-Fact

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

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

STATE OF CALIFORNIA)
COUNTY OF ________________________________)

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

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

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

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

WITNESS my hand and official seal.

Signature____________________________________
Signa
ture of Notary Public

Place Notary Seal Above

OPTIONAL

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

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

Capacity(ies) Claimed by Signer(s)

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

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

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(Corporate Seal)

____
Signature

____
Date

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

BOND NO. ___________________
INITIAL PREMIUM: __________________
SUBJECT TO RENEWAL

LABOR & MATERIAL BOND

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

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

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH that if Developer or its contractors, or their heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Work contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the

Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

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

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

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

____
Principal

By: ____________________________
President

____
Surety

By: ____________________________
Attorney-in-Fact

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

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

STATE OF CALIFORNIA)
COUNTY OF ________________________________)

On ________________________, before me,
________________________________,
Date Here Insert Name and Title of the Officer

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

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

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

WITNESS my hand and official seal.

Signature________________________________
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document
Title of Type of Document:________________________________ Document Date:____________
Number of Pages: __________ Signer(s) Other Than Named Above:______________

Capacity(ies) Claimed by Signer(s)

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

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(Corporate Seal)

____
Signature

____
Date

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

EXHIBIT "C"

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

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

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

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

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

4. List of bidders from whom bids were requested;

5. Construction schedules and progress reports;

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

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

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

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

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

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

EXHIBIT "D"

REIMBURSEMENT AGREEMENT
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM

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

RECITALS

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

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

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

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

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

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

TERMS

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

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

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

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

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

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

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

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

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

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

[SIGNATURES OF PARTIES ON NEXT PAGE]

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

KB Home Coastal, Inc. ________________________
("Developer")

By: ____

Its: ____

ATTEST:

By: ________________________________

Its: ________________________________

City of Wildomar

By: ____

Its: ____

ATTEST:

By: ________________________________

Its: ________________________________

EXHIBIT "E"

TUMF CREDIT / REIMBURSEMENT ELIGIBILITY PROCESS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ix) A total cost summary, in spreadsheet format (MS Excel is preferred) and on disk, showing a breakdown of the total costs incurred. The summary should include for each item claimed the check number, cost, invoice numbers, and name of payee. See attached sample for details.

EXHIBIT F

ESTIMATED PROGRAM CALCULATIONS

List of Eligible Streets/Facilities under the TUMF Network:

Jefferson Avenue. (Palomar to Nutmeg)

TUMF Credit Cost Factors:

Paid TUMF (see next page for details)	$ -
Estimated TUMF Obligation (see next page for details)	$ 1,274,008.00
TUMF Unit Cost Assumptions (see next page for details)	$ 1,562,000.00
Improvement Costs (Est. Amount) (see below for details)	$ 1,562,311.68

Improvement Costs Breakdown

Street Improvement Construction Costs (Estimate)	$ 448,518.00
Right of Way Costs	$ 1,001,664.00
Planning, Engineering, Contingency	$ 257,148.00
Improvement Costs Total	$ 1,707,329.89

Estimated TUMF Credit:

Estimated Credit (Lesser of Obligation, Est. Amount, or Unit Cost Assumptions)	$ 1,072,540.00
Estimated Credit to be applied	$ 1,072,540.00

TUMF Overpayment / Refund:

Estimated TUMF Obligation	$ 1,274,008.00
Estimated Credit amount + Paid TUMF amount	$ 1,274,008.00
Estimated Refund (Credit + Paid TUMF amount that exceeds Obligation amount)	**$ 0.00**

TUMF Reimbursement:

Estimated TUMF Obligation	$ 1,274,008.00
Estimated Cost (Lesser of Est. Amount or Unit Cost Assumptions)	$ 1,562,000.00
Estimated TUMF Reimbursement (Cost exceeding Obligation amount)	**$ 287,992.00**

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

TUMF OBLIGATION CALCULATION

Dwelling Unit Type - PAID	Fee per DU	Units	Amount
Multi-Family	**$ 7,816.00**	**-**	**$ -**
	Paid Subtotal	-	$ -

Dwelling Unit Type - UNPAID	Fee per DU	Units	Amount
Multi-Family	**$ 7,816.00**	**163.00**	**$ 1,274,008**
	Unpaid Subtotal	163.00	$ 1,274,008
	Obligation Total…......................................		**$ 1,274,008**

TUMF UNIT COST ASSUMPTION CALCULATION

SW TUMF Network Road Segment applicable to Proposed Improvements		Cost Item	Amount	
Jefferson **Palomar to Nutmeg**				
Network Distance: 1.02		New Lane	$ 887,000	
Existing Lanes: 0		ROW | Utilities	$ 250,000	
Increase in Lanes: 2		Planning (10%)	$ 89,000	
		Engring (25%)	$ 222,000	
		Conting (10%)	$ 114,000	
	Network Road Segment Cost Est		$ 1,562,000	
	Network Unit Cost per Lane mile		$ 765,686	
	Network Unit Cost per Lane foot		$ 145.02	
Road Improvement Cost Estimate (based on Network Unit Cost per Lane foot)				
Lane	**Construction Limits (Sta. to Sta.)**	**Linear Feet**	**Amount**	
1	Sta. 204+49.17 (BCR at Starbuck Circle) to Sta 221+89.1	1,739.95	$ 252,321.18	
2	Sta. 204+49.17 (BCR at Starbuck Circle) to Sta 221+89.12	1,739.95	$ 252,321.18	
1	Sta. 221+89.12 to Sta. 258+34.77	3,645.65	$ 528,678.82	(1)
2	Sta. 221+89.12 to Sta. 258+34.77	3,645.65	$ 528,678.82	(1)
	TUMF Subtotal	**10,771.20**	**$ 1,562,000.00**	(1)

TOTAL TUMF UNIT COST ASSUMPTION FOR ELIGIBLE IMPROVEMENTS	$ 1,562,000.00

Footnote:
(1) Confirmed with C. Brown (WRCOG) on 09/27/24 that TUMF funding for this section of 2-lane road is $1,562,000 and entire amount is available for this noted project

Attachment

TUMF Reimbursement Agreement – Amendment No. 3 – Third Street Grade Separation

AMENDMENT NO. 3 TO TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM AGREEMENT THIRD STREET GRADE SEPARATION PS & E PHASE

This Amendment No. 3 to Transportation Uniform Mitigation Fee Program Agreement ("Amendment No. 3") is entered into this 30th day of July, 2025, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS ("WRCOG") and the **City of Riverside** ("AGENCY"). WRCOG and the AGENCY are sometimes referred to individually as "Party" and collectively as "Parties."

RECITALS

A. WRCOG and AGENCY have entered into an agreement titled "Transportation Uniform Mitigation Fee Program Agreement" that is dated July 26th, 2018 ("Agreement"). The Agreement provides the terms and conditions, scope of work, schedule and funding amount for the planning and engineering phases of the **Third Street Grade Separation Project** (hereinafter the "Project").

B. WRCOG and AGENCY have entered into an amendment to the Agreement titled "Amendment No. 1 to Transportation Uniform Mitigation Fee Program Agreement" that is dated March 30, 2021 ("Amendment No. 1").

C. WRCOG and AGENCY have entered into an amendment to the Agreement titled "Amendment No. 2 to Transportation Uniform Mitigation Fee Program Agreement" that is dated March 25, 2025.

D. The Parties desire to amend the Agreement by increasing the funding amount pursuant to Sections 6 and 33 of the Agreement.

AGREEMENT

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

1. Section I of the Agreement is hereby replaced in its entirety by the following:
   Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the City for Third Street Grade Separation, (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 City 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) PA&ED- Project Approvals& Environmental Document
   2) PS&E- Plans, Specifications and Estimates
   3) ROW- Right of Way

2. The Funding Amount contained in Section 2 of the Agreement is hereby increased by **Two Million Five Hundred Thousand Dollars ($2,500,000**) from **Eleven Million Two Hundred Fifty Thousand Dollars ($11,250,000)** to an amount not to exceed **Thirteen Million Seven Hundred Fifty Thousand Dollars ($13,750,000**).
3. The foregoing increase in the Funding Amount is within the Maximum TUMF Share.
4. 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. 3, which are attached hereto and incorporated by reference.

5. The above-stated Recitals are hereby fully incorporated into this Amendment No. 3.
6. Except to the extent specifically modified or amended hereunder, all of the terms, covenants and conditions of the Agreement, as previously amended, shall remain in full force and effect between the Parties hereto.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 3 to be executed by their duly authorized representatives to be effective on the day and year first written above.

WESTERN RIVERSIDE COUNCIL GOVERNMENTS	CITY OF RIVERSIDE OF
By: ______________________________ Dr. Kurt Wilson, Executive Director	By: ______________________________ Mike Futrell, City Manager
Approved to Form:	Approved to Form:
By: ______________________________ Steven C. DeBaun General Counsel	By: ______________________________ Rebecca McKee-Reimbold Interim City Attorney
	Attest:
	By: ______________________________ Donesia Gause, MMC City Clerk

Exhibit A

SCOPE OF SERVICES

SCOPE OF WORK: The project will design and construct an underpass at the existing Third Street at-grade crossing of the Burlington Northern Santa Fe (BNSF) railroad in the City of Riverside. Third Street will be lowered from Vine Street to Park Avenue and a bridge will be constructed to convey rail traffic. The project also requires the realignment of Commerce Street, construction of slopes, retaining walls, and storm water pump station as well as relocation of wet and dry utilities. Project design consists of the following phases:

1) Project Approval and Environmental Documents (PA&ED) phase – Complete preliminary engineering and obtain environmental clearance for the project;

2) Plans, Specifications, and Estimate (PS&E) phase - Prepare construction documents and advertise the project for bids

3) Right of Way phase - Determine Project's Right of Way impacts, prepare Legal descriptions and Plats, perform appraisals, acquire Temporary Construction Easements, and acquire part-take and full-take properties including Eminent Domain in order to advertise the project for bids and construct the proposed improvements.

EXHIBIT "A-1"

ESTIMATE OF COST

Phase	TUMF	NON-TUMF	TOTAL
PA&ED	$1,500,000	$0	$1,500,000
PS&E	$5,000,000	$0	$4,300,000
RIGHT OF WAY	$7,250,000	$18,750,000	$26,000,000
CONSTRUCTION	$0	$63,000,000	$63,000,000
TOTAL	$13,750,000	$81,750,000	$94,800,000

This Amendment is for the PS & E Phase Only.

EXHIBIT "A-2"

PROJECT SCHEDULE

TIMETABLE:

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	12/2020	$1,500,000	
PS&E	12/2025	$4,300,000	
RIGHT OF WAY	12/2025	$26,000,000	
CONSTRUCTION	7/2029	$59,000,000	
TOTAL		**$94,800,000**	

This Amendment is for the PS & E Phase Only.

Item 5.D

Western Riverside Council of Governments
WRCOG Executive Committee

Staff Report

Subject: **Approval of Fiscal Year 2025/2026 Agency Salary Schedule**

Contact: **Princess Hester, Administrative Services Director, phester@wrcog.us, (951) 405-6704**

Date: **June 13, 2025**

Recommended Action(s):

1. Adopt Resolution Number 20-25; A Resolution of the Executive Committee of the Western Riverside Council of Governments adopting the Fiscal Year 2025/2026 publicly available Salary Schedule effective July 1, 2025, through June 30, 2026, as required by the California Public Employees' Retirement System.

Summary:

WRCOG is required by CalPERS to have its governing body approve its annual Agency Salary Schedule. For Fiscal Year 2025/2026, WRCOG's Salary Schedule has been updated to reflect a Cost of Living Allowance (COLA) increase.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to request adoption of the Fiscal Year 2025/2026 Agency Salary Schedule. 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

Per California Code of Regulations Section 570.5, a public agency must have its salary schedules approved by its Board, or highest governing body. Attachment 1 to this Staff Report includes the Agency's Salary Schedule, effective July 1, 2025.

Present Situation

A Cost of Living Adjustment (COLA) of 2.6% is being applied to WRCOG's salary classifications to ensure that salaries keep pace with inflation and rising living expenses for the upcoming Fiscal Year. This adjustment helps to ensure employees can afford essential goods and services despite increases in the cost of housing, food, healthcare, and other necessities. By implementing a COLA, WRCOG aims to support the financial well-being of its workforce, reduce economic stress, and enhance overall job satisfaction and retention.

Prior Action(s):

None.

Financial Summary:

The COLA will be implemented in Fiscal Year 2025/2026 and the associated fiscal impacts included in the proposed Agency Budget, which is set to be approved by the General Assembly on June 12, 2025.

Attachment(s):

Attachment 1 - Resolution Number 20-25 Adopting Publicly Available Pay Schedules for FY 2025/2026

RESOLUTION NUMBER 20-25

A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS ADOPTING THE FISCAL YEAR 2025/2026 PUBLICLY AVAILABLE SALARY SCHEDULE EFFECTIVE JULY 1, 2025, THROUGH JUNE 30, 2026, AS REQUIRED BY THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

WHEREAS, Western Riverside Council of Governments (WRCOG) is a participant in the California Public Employees' Retirement System (CalPERS); and

WHEREAS, as defined in the California Code of Regulations, Title 2, Section 570.5, pay schedules must indicate the time base and must be approved and adopted by the Agency's governing body in accordance with requirements of applicable public meeting laws; and

WHEREAS, per California Code of Regulations, Title 2, Section 570.5, a public agency must have its salary schedules approved by its Board, or highest governing body. Therefore, WRCOG must adopt a salary schedule for Fiscal Year 2025/2026; and

WHEREAS, to ensure compliance with the California Code of Regulations, Title 2, Section 570.5, CalPERS has required that the WRCOG Executive Committee adopt a Fiscal Year 2025/2026 publicly available salary schedule for WRCOG employees, attached hereto as Exhibit "A," effective July 1, 2025, through June 30, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Executive Committee, acting on behalf of the General Assembly, as follows:

Section 1. The above recitals are incorporated herein by this reference.

Section 2. The Executive Committee of the Western Riverside Council of Governments hereby adopts the Fiscal Year 2025/2026 publicly available salary schedule for WRCOG employees, attached hereto as Exhibit "A" and incorporated herein by this reference, effective July 1, 2025, through June 30, 2026.

PASSED AND ADOPTED by the Executive Committee of the Western Riverside Council of Governments on June 2, 2025.

____
Brenda Dennstedt, Chair
WRCOG Executive Committee

____
Dr. Kurt Wilson, Secretary
WRCOG Executive Committee

Approved as to form:

____
Steven DeBaun
WRCOG Legal Counsel

AYES: _______ NAYS: _______ ABSENT: _______ ABSTAIN: _______

EXHIBIT "A"

SALARY SCHEDULE FOR FISCAL YEAR 2025/2026

[ATTACHED]

Western Riverside Council of Governments
Staff Salary Schedule
As of July 1, 2025

CLASSIFICATION	ANNUAL SALARY RANGE Bottom	Top
Deputy Executive Director*	210,309	289,931
Director*	156,936	216,320
Program Manager*	117,125	161,450
Analyst III	91,749	126,485
Analyst II	83,221	114,733
Analyst I	75,483	104,062
Open Space Habitat Technician II	59,155	81,578
Open Space Habitat Technician I	53,643	73,986
Program Specialist III	65,208	89,835
Program Specialist II	59,155	81,578
Program Specialist I	53,643	73,986
Intern**	16,800	41,600

Full-time positions have 14 steps within their range, increasing at 2.5% each step.

CLASSIFICATION	ANNUAL SALARY RANGE
Executive Director*	$328,374

Western Riverside Council of Governments
Staff Salary Schedule
As of July 1, 2025

CLASSIFICATION	ANNUAL SALARY RANGE Bottom	Top
Deputy Executive Director*	210,309	289,931
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Program Specialist III	65,208	89,835
Program Specialist II	59,155	81,578
Program Specialist I	53,643	73,986
Intern**	16,800	41,600

Full-time positions have 14 steps within their range, increasing at 2.5% each step.

CLASSIFICATION	ANNUAL SALARY RANGE
Executive Director*	$328,374

*Salaried Position
**Hourly Position
Employees are paid bi-weekly.

WRCOG Stipends for Elected Officials:

Stipends of $150 per meeting are provided to Executive Committee Members for attendance at WRCOG's Executive Committee Meetings (11 scheduled meetings per year) and Administration & Finance Committee meetings (10 scheduled meetings per year).

WRCOG also provides stipends to elected officials appointed by the Executive Committee to represent WRCOG in instances where the meeting attended is not reimbursed by another agency. These include:

1) California Association of Council of Governments (CALCOG): 6-7 meetings per year (1 WRCOG appointee).
2) San Diego Association of Governments (SANDAG) Borders Policy Committee: 4 meetings per year (1 WRCOG appointee).
3) Santa Ana Watershed Project Authority (SAWPA) One Water One Watershed (OWOW) Steering Committee: 6 meetings per year (1 WRCOG appointee).
4) Riverside County Waste Management Local Task Force: 1 meeting annually (2 WRCOG appointees).
5) Other meetings Executive Committee Members attend as appointed representatives of WRCOG.

Western Riverside Council of Governments
WRCOG Executive Committee

Staff Report

Subject: **TUMF Administrative Plan and Credit/Reimbursement Manual Update**

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

Date: **June 13, 2025**

Recommended Action(s):

1. Recommend that the Executive Committee approve the updated TUMF Administrative Plan and Credit/Reimbursement Manual.

Summary:

WRCOG's draft 2025 TUMF Administrative Plan and Credit/Reimbursement Manual includes significant updates to improve clarity, streamline fee administration, and ensure compliance with state law - most notably by centralizing fee calculations through WRCOG, clarifying payment timing, introducing a digital documentation process, and expanding credit and reimbursement eligibility.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to provide an update on and request approval of the the TUMF Administrative Plan and Credit/Reimbursement Manual. This effort aligns with WRCOG's 2022-2027 Strategic Plan Goal #5 (Develop projects and programs that improve infrastructure and sustainable development in our sub-region).

Discussion:

Background

The TUMF Program maintains an Administrative Plan that governs how the TUMF Program is run. The Administrative Plan was first completed in 2004 with the inception of the Program and has been updated periodically due to enhancements in the Program. When the Program changes the way in handles the collect and redistribution of the TUMF funding, these changes are outlined in the Administrative Plan. With the administrative plan, WRCOG also maintains a Credit/Reimbursement Manual. This Manual goes hand in hand with the Administrative Plan and provides a framework for how projects are reimbursed and how they can establish TUMF credit.

Present Situation

WRCOG has prepared a final draft 2025 TUMF Administrative Plan and Credit/Reimbursement Manual, which updates and replaces the previous version dated March 1, 2021. This updated plan reflects key changes intended to improve program administration, ensure consistency with state law, and enhance clarity for participating jurisdictions and developers.

A major update in the 2025 Plan is the clarification of fee timing and payment rules. It is now explicitly forbidden for developers to pay TUMF prior to permit issuance. It also clarifies that local agencies may not require TUMF fee collection at permit issuance; it may only be required prior to occupancy. The updated Plan also expands WRCOG's role in fee calculation. All jurisdictions will have WRCOG calculate and collect the TUMF directly. WRCOG commits to reviewing this information within two business days, unless outside consultant review is necessary. These changes streamline the fee calculation process and reduce administrative burden on local agencies.

A new section in the Plan introduces the TUMF Online Portal, which now plays a central role in calculating and documenting fees. In line with modern administrative practices, all TUMF Credit and Reimbursement Agreements must now be digitally signed through DocuSign or a similar platform. Traditional "wet" signatures will no longer be accepted, further simplifying documentation and reducing delays.

The 2025 Plan also clarifies policies related to reimbursements and credits. Developers may only receive credit for constructing TUMF improvements if a Credit Agreement is in place prior to construction, and only one applicant is allowed per agreement. When seeking reimbursement on TUMF-eligible work, the updated Credit/Reimbursement Manual allows reimbursement for road construction costs that were previously defined as ineligible. These improvements include raised barriers / medians, landscaping, street lighting, and Portland concrete cement paving.

A comprehensive appeals process has also been added, offering two distinct types of appeals: programmatic (related to exemptions, reimbursements, or credits) and calculation-based (disputes over the specific fee assessment). The new process outlines the steps for resolution, including the potential use of an independent traffic study commissioned by WRCOG, if justified by the applicant. This ensures that disputes are handled fairly and transparently.

Administrative cost policies have also been refined. WRCOG may retain up to 4% of TUMF revenue for program administration, with a maximum of 2% allocated specifically for salaries and benefits. Importantly, the Administrative portion is now deducted from the total value of Credit Agreements, rather than from the collected revenue. This adjustment helps maintain the integrity of the fee Program while fairly compensating administrative oversight.

Additional updates were made to improve coordination and oversight within the Zone-based project funding structure. The 2025 Plan includes new provisions for the removal of inactive projects and reallocation of funds based on activity and need. Jurisdictions must now actively identify and accrue unused programmed funds at the end of each fiscal year, or risk those funds not being available in the next programming cycle.

Finally, the 2025 Plan strengthens WRCOG's commitment to funding allocations to member agencies. Once project funding is allocated via a Reimbursement Agreement, that funding will remain on the Zone Transportation Improvement Program until both the Zone and WRCOG's Executive Committee approve to deobligate the funds. Furthermore, when in the course of Nexus Study updates, a project sees its eligible "maximum share" decrease, funding will be "grandfathered" to the Nexus Study in effect when the project was first allocated funding.

Prior Action(s):

May 15, 2025: The Technical Advisory Committee recommended that the Executive Committee approve the updated TUMF Administrative Plan and Credit/Reimbursement Manual.

May 14, 2025: The Administration & Finance Committee recommended that the Executive Committee approve the updated TUMF Administrative Plan and Credit/Reimbursement Manual.

May 8, 2025: The Public Works Committee recommended that the Executive Committee approve the updated TUMF Administrative Plan and Credit/Reimbursement Manual.

Financial Summary:

Funding for TUMF activities is included in the Fiscal Year 2024/2025 budget under the TUMF Program (1148) in the General Fund (110). 4% of all TUMF collections are allocated for administrative purposes.

Attachment(s):

Attachment 1 - Updated TUMF Administrative Plan

Attachment 2 - Updated TUMF Credit/Reimbursement Manual

Attachment

TUMF Administrative Plan Update

Transportation Uniform Mitigation Fee

ADMINISTRATIVE PLAN

New Date of Adoption

PREPARED BY THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
3390 UNIVERSITY AVENUE, SUITE 200
RIVERSIDE, CALIFORNIA, 92501
PHONE (951) 405-6700

Western Riverside Council of Governments (WRCOG)

Administrative Plan for the ***Western Riverside County Transportation Uniform Mitigation Fee (TUMF) Program***

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Administrative Plan for the
Western Riverside County Transportation Uniform Mitigation Fee (TUMF) Program

Preamble

Future development within Western Riverside County will result in traffic volumes exceeding the capacity of the Regional System of Highways and Arterials (RSHA or Regional System) as it presently exists. The Regional System needs to be expanded to accommodate anticipated future growth; current funds are inadequate to construct the Regional System needed to avoid the unacceptable levels of traffic congestion and related adverse impacts.

The TUMF Program provides significant additional funds from new development to make improvements to the Regional System, complementing funds generated by Measure A, local transportation fee programs, and other potential funding sources. By establishing a fee on new development in the sub-region, local agencies have established a mechanism by which developers effectively contribute their "fair share" toward sustaining the regional transportation system. This is a twenty-five year program and is influenced by a variety of market factors that could cause a shortfall or surplus in the revenue projections. WRCOG shall review the TUMF Program no less than every four (4) years after the effective date of the 2024 TUMF Program Ordinance. Additionally, WRCOG will bring forward, on an annual basis, a Construction Cost Index Adjustment to the TUMF in effect at the time for review and action by the WRCOG Executive Committee. The Program is not designed to be the only source of revenue to construct the identified facilities, and it will be necessary for matching funds from a variety of available sources to be provided.

It is the intent that TUMF requirements may be met by paying cash, or by building eligible facilities through credit agreements, or through public financing through financing districts.

General TUMF Program parameters, definitions and procedures are described in the TUMF Program Ordinance adopted by participating Western Riverside County jurisdictions. The Western Riverside Council of Governments (WRCOG) is designated as the TUMF Program Administrator, and as such will work closely with member jurisdictions, the Riverside County Transportation Commission (RCTC), the Riverside Transit Agency (RTA), and Riverside County Regional Conservation Authority (RCA) to coordinate the TUMF expenditures to maximize the effectiveness of future transportation investments. As the Program Administrator, WRCOG, agrees to indemnify, defend and hold harmless any TUMF Program participant, and its respective agents, officers, members, officials, employees, and attorneys, whose TUMF Ordinance is challenged in court, from and against all claims, liabilities, damages, or costs of any kind whatsoever, including attorneys' fees and court costs; provided, however, that such indemnity and defense shall not extend or apply to challenges alleging procedural defects in the adoption and implementation of the TUMF Ordinance.

"TUMF Administrative Plan" means the Administrative Plan for the Western Riverside County TUMF Program prepared by WRCOG dated March 24, 2003, in substantially the form approved by the WRCOG Executive Committee on April 7, 2003, as may be amended from time to time, provided that, any material amendments to the TUMF Administrative Plan shall be approved by WRCOG Executive Committee."

This Administrative Plan serves as the guideline to implement the TUMF Program and will be amended as needed to address changing conditions over the life of the Program.

I. Purpose.

The Purpose of this Administrative Plan is to provide those jurisdictions and agencies that are participants in TUMF Program with guidelines and policies for implementation of the TUMF Program. This Administrative Plan specifies implementation and responsibilities for the TUMF Program.

TUMF Program funds may only be used for capital expenditures associated with the Regional System of Highways and Arterials and for capital expenditures for transit system improvements consistent with the TUMF Nexus Study. These purposes include expenditures for planning, environmental review, engineering and design costs, right of way acquisition, construction and administrative costs.

II. Authority.

The TUMF Program applies to those jurisdictions in Western Riverside County (County of Riverside and the Cities of Banning, Beaumont, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, Riverside, San Jacinto, Temecula, Wildomar and the March Joint Powers Authority (JPA)) that have adopted and are implementing the TUMF Program Ordinance. The TUMF Program has been developed pursuant to and consistent with authority provided in the requirements of California Government Code Chapter 5 Section 66000-66008 Fees for Development Projects also known as California Assembly Bill 1600 (AB 1600 or the Mitigation Fee Act), which governs the assessment of development impact fees in California. The Mitigation Fee Act requires that all local agencies in California, including cities, counties, and special districts follow three basic rules when instituting impact fees as follows:

A. Establish a nexus or reasonable relationship between the development impact fee's use and the type of project for which the fee is required;
B. The fee must not exceed the project's proportional "fair share" of the proposed improvement; and
C. The fee cannot be used to correct current problems or to make improvements for the benefit of existing development.

III. Imposition of and Participation in the TUMF Program.

Participating jurisdictions in Western Riverside County are responsible for adopting and enforcing all provisions of the TUMF Ordinance and calculating and collecting fees on new development within their jurisdictions. However, participating jurisdictions may adopt the amendment to the TUMF Ordinance (Amendment) which shall designate and authorize WRCOG to calculate and collect the TUMF on such participating jurisdiction's behalf.

To be considered a participant in the TUMF Program, WRCOG Member Agencies which existed in 2003 must have an effective date for the TUMF Ordinance of no later than June 1, 2003. Any Member Agency formed after 2003 must enact the TUMF Model Ordinance and any amendments thereto upon incorporation. All Member Agency must adopt any amendment of the TUMF Ordinance after approval by the WRCOG Executive Committee at a time agreed to by the Executive Committee,. Participating jurisdictions shall not repeal or modify the Model TUMF Ordinance, except that modifications are permitted to meet local municipal codes and references. Further, in order to be considered a participating jurisdiction, local jurisdictions shall collect the full TUMF and transmit the fee to WRCOG as provided herein or shall authorize WRCOG to collect TUMF on its behalf pursuant to the Amendment. To be a participating jurisdiction of the TUMF Program, a jurisdiction must be a party to the Joint Powers Agreement establishing WRCOG and a member of, and in good standing with, WRCOG.

Those jurisdictions that have ordinances with an effective date after June 1, 2003, or opt out of the TUMF Program and decide to participate at a later date must remit to WRCOG the amount of TUMF Program revenue for new development that was not collected by the jurisdiction. In order to verify the amount of revenue that would have been collected during the period in which a jurisdiction did not participate, said jurisdiction shall provide WRCOG with a report of building permit activity during the period said jurisdiction was opted out by the land uses identified in the Nexus Study. The remittance of the fee shall be accomplished in a lump sum payment unless other arrangements are agreed to in writing by WRCOG Executive Committee. Those jurisdictions that are not considered participants in the TUMF Program shall not be eligible to participate in the TUMF Program or the decision-making processes as more fully described in this document.

Non-participating jurisdictions will be ineligible to vote on any TUMF Program item and to receive their share of an estimated $1.02 billion in local streets and roads funds that will be allocated from the Reauthorized Measure A.

A. Calculation of the TUMF.

Each participating jurisdiction and/or applicant shall utilize the TUMF Online Portal for new development projects as outlined in the Fee Calculation portion of the Transportation Handbook as well as the most recent TUMF Ordinances and Fee Resolutions. TUMF Online Portal is summarized in Exhibit “F,” attached hereto.

The TUMF will be due only at the time of issuing of the Certificate of Occupancy and is not required to be paid at the initial permit application. The TUMF cannot be paid prior to the permit issuance process. However, the TUMF shall be calculated using the most current fee schedule in effect at the time the fee is due. Participating jurisdictions are prohibited from requiring the TUMF payment at permit issuance, however fees can be paid at any time after permit issuance at the discretion of the developer. Applicants are prohibited from freezing TUMF by such means as “locking” a fee rate by paying a deposit or a portion of the fee prior to the date the fee is due or by entering into a Development Agreement or other agreement with a participating jurisdiction that freezes the fee at a certain level.

For residential and non-residential the fee is based on the square footage of the development’s indoor space. For non-residential development projects not included in the TUMF Fee Calculation Handbook, a traffic analysis acceptable to WRCOG is required to determine the fee based on the traffic impact of the proposed project. This method of calculation may be different from how the local development impact fee is determined.

For the purpose of calculating the TUMF obligation for non-residential development the applicable land use category for a non-residential development is determined based on the predominate authorized use of the building or structure permitted by the underlying zoning associated with the new development. Projects could be subject to higher fee if the land use intensifies during the development process from what was originally proposed to the jurisdiction.

Each participating jurisdiction (subject to the written consent of WRCOG and evidenced by adoption of the Amendment), may elect WRCOG to calculate and collect the TUMF on behalf of the participating jurisdiction. Should a participating jurisdiction make such an election, the participating jurisdiction shall submit all information related to the development project that, in WRCOG's determination, is necessary for making such calculation, which shall generally include (without limitation) TUMF land use, type of development, number of units and square footage for residential development, square footage for non-residential development, a TIA if necessary and any additional pertinent information as requested by WRCOG. WRCOG will typically require 2 business days to review the information and make a determination once all required information has been provided to WRCOG. In cases where an outside consultant review of the information is necessary, the review period may be extended.

In submitting a development project to WRCOG for TUMF calculation, the participating jurisdiction certifies and warrants that all information related to the development project (i.e., square footage, TUMF land use, type of development, etc.) is true, accurate, and complete. WRCOG shall be entitled to rely on such information, and shall not be responsible for any harm resulting from any error, inaccuracy, or otherwise. Any balance in TUMF obligation due to incorrect development project information will be the responsibility of the participating jurisdiction.

In order for an agency to elect not to have WRCOG calculate and collect TUMF on its behalf, a participating jurisdiction shall adopt the Amendment to the TUMF Ordinance in the form prepared by WRCOG. The agency will give a six month notice to WRCOG prior to implementing a revised ordinance.

Exemptions to the Payment of TUMF. The TUMF Ordinance sets forth exemptions to the payment of TUMF. Those exemptions are summarized in Exhibit "G," attached hereto.

B. Refunds.

Under certain circumstances, and as initiated by an applicant, such as double payment, expiration of a building permit, or fee miscalculation, an applicant may be entitled to a TUMF refund. Refunds will be reimbursed by the end of the fiscal year on a first come, first served basis, depending upon the net revenue stream. Refunds will only be considered reimbursable if requested within 3 years of the original TUMF payment. In all cases, the applicant must promptly submit a refund request with proof of TUMF payment to WRCOG if WRCOG collected the TUMF, or if collected by a local jurisdiction, the refund request shall be submitted to that local jurisdiction, which will subsequently forward the request to WRCOG for verification, review and possible action.

1. **Expiration of Building Permits.** If a building permit should expire, is revoked, or is voluntarily surrendered and is, therefore voided and no construction or improvement of land has commenced, then the applicant may be entitled to a refund of the TUMF that was collected as a condition of approval.
2. **Reissuing of Permits.** All permits will pay the full amount of TUMF when reissuing

regardless of any increases in fees that may have occurred when the permit was previously issued. It is the developer's responsibility to obtain a refund from WRCOG when the permit has expired.

If a development project is partially under construction at the time of the effective date of the TUMF Ordinance, the TUMF shall be paid only on that portion of the development for which a building permit is next issued.

1. **Double Payments.** On occasion due to a clerical error, a developer has paid all or a portion of the required TUMF for project twice. In such cases, a refund of the double payment may be required. The refund process is more fully described in section VI of this document.

2. **Balance Due.** When TUMF is incorrectly calculated due to agency clerical error, or development was allowed to be built without the payment of TUMF, it is the agency's responsibility to remit the balance due to WRCOG. The error must be discovered within 3 years for the local agency to be held accountable. While the local agency may collect these funds from the applicant, it is the ultimate responsibility of the local agency to remit the amount due. This can be remitted through normal methods, alternate methods agreed to by the WRCOG Committees, including but not limited to deduction from reimbursement requests submitted to WRCOG for eligible expenses on TUMF projects.

C. March Joint Powers Authority.

The March JPA shall not have a separate vote at the WRCOG Executive Committee as it has representation by elected officials from the County of Riverside and Cities of Moreno Valley, Perris, and Riverside. The Executive Director of the March JPA shall be a voting member of the WRCOG Technical Advisory Committee (TAC) and Public Works Committee (PWC) for TUMF Program items only. The March JPA is a unique partner in the TUMF Program in that it has land use authority and therefore will need to adopt and implement the TUMF Program in the same manner as the cities and county.

IV. Allocation of Funds.

After the administrative costs and MSHCP are allocated (as specified in Section IX herein), TUMF funds shall be distributed in accordance with WRCOG Executive Committee actions, the Nexus Study, this Administrative Plan and any future amendments thereto.

A. Allocation to Regional Transit Improvements. Of the TUMF funds received by WRCOG, 3.13% shall be allocated to the RTA for making regional transit improvements.

B. Allocation to Regionally Significant Transportation Improvements. Of the TUMF funds received by WRCOG, 45.7% shall be allocated to the RCTC for programming improvements to the arterials of regional significance on the Regional System of Highways and Arterials.

C. Allocation to Zones. Of the TUMF funds received by WRCOG, 45.7% shall be allocated to the five Zones for programming improvements to the Regional System of Highways and Arterials as determined by the respective Zone Committees. The amount of TUMF funds allocated to each Zone shall be proportionate to the amount of TUMF revenue generated from the zone.

D. **Allocation to Mitigate TUMF Construction Projects.** Of the TUMF funds received by WRCOG, 1.47% shall be allocated to the RCA to purchase habitat for the MSHCP, to mitigate the impacts of TUMF construction projects.

V. Administration of the Program.

WRCOG shall administer the TUMF Program as described in the enabling Ordinance adopted by participating jurisdictions and further defined in this Administrative Plan, 4% of TUMF funds received shall be allocated for WRCOG administration.

VI. Administration of Credits.

The TUMF Ordinance has a provision that if a developer constructs a TUMF facility, the developer will receive credit against the TUMF obligation for the project improvements, noting that only one applicant is allowed per credit agreement. An applicant cannot enter into a credit agreement after the TUMF Facility Improvements have been constructed. Please refer to the WRCOG TUMF Credit/Reimbursement Manual attached hereto as Exhibit F and incorporated in full as if set forth herein for the procedures in which credits are administered and issued for developers constructing TUMF improvements.

VII. Administration of Reimbursements.

Local jurisdictions/agencies and developers are eligible for direct cash reimbursement for construction of TUMF facilities in certain instances. The process for local agencies is different than for landowners/developers; the processes are described in the WRCOG TUMF Credit/Reimbursement Manual, attached hereto as Exhibit F and incorporated in full as if set forth herein.

VIII. Administrative Responsibilities.

A. **Program Administration.**

As set forth in Section II, WRCOG is designated as the TUMF Program Administrator. As Administrator, WRCOG shall receive all fees generated from the TUMF as collected by WRCOG or local jurisdictions and review applications for correct land-use type assessment and proper payment of TUMF. This may include review of site plans and building permits to confirm correct land-use type assessment. WRCOG shall invest, account for and expend such fees in accordance with the TUMF Ordinance and applicable state laws.

For jurisdictions that are not participating in the TUMF Program, the representative for that jurisdiction shall not be eligible to vote on any matter related to the TUMF Program that goes before the WRCOG TAC and WRCOG Executive Committee.

1. **The WRCOG Executive Director.** Reporting to the WRCOG Executive Committee, the Executive Director shall be responsible for the following TUMF Program activities:
   - **a.** Administration of the TUMF Program, including development of model credit and reimbursement agreements, fee collection process and processing Program appeals;
   - **b.** Conduct an annual audit to report on the evidence that the collection and expenditure of funds collected is in accordance with the Mitigation Fee Act. The audit shall be presented to the WRCOG Executive Committee

and made available to the public accordance with GC Secs. 66001 and 66005;

c. Establishment and management of the “TUMF Program Trust Fund” for the purposes of depositing TUMF revenues and income interest earned on Trust Fund deposits;

d. Preparation of an Annual Report for consideration by the WRCOG Executive Committee detailing the status of the TUMF Program including but not limited to fees collected and disseminated, capital projects planned for, prioritized, and built;

e. Preparation of periodic (no longer than 8 years) comprehensive TUMF Program review as required by the California Mitigation Fee Act. The review of the TUMF Program will include a review of the various Nexus Study inputs and assumptions, and preparation of recommendations on potential TUMF Program revisions for consideration by the WRCOG Executive Committee. Such reviews and updates may include, but are not limited to recommended fee adjustments based on changes in the facilities required to be constructed, and revenues received pursuant to the Ordinance;

f. Preparation of technical studies/analysis required to select and prioritize Regionally Significant Arterial projects;

g. Development of a five-year TIP that identifies projects that are scheduled and funded for construction over a specified period of time and is reviewed on an annual basis;

h. Development of a 5-year Expenditure Report that documents the expenditure of funds that identifies the purpose to which the fee is to be put, demonstrates a relationship and purpose for which the fee is being collected and identifies all sources and amount of funding anticipated to complete the financing of incomplete infrastructure facilities in accordance with California Government Code Sections 66000 et seq. for consideration by the WRCOG Executive Committee;

i. Provide and supervise staff support and coordination with each of the TUMF Zone Committees as necessary;

j. Other related activities as directed by the WRCOG Executive Committee;

k. Approve Zone and RTA TIP Administrative Amendments; and

l. Execute TUMF reimbursement agreements and amendments. WRCOG will require all TUMF agreements and documents to be digitally signed using DocuSign or a similar application. WRCOG will not accept “wet” signature on agreements..

2. **The WRCOG Executive Committee.** The WRCOG Executive Committee shall be responsible for reviewing and acting on the following:

   a. Recommendations for project selection and prioritization of the Regionally Significant Arterials, and the TIP;

   b. Review and possible approval of recommendations on projects from the Public Works Committee (PWC) and WRCOG TAC;

   c. The approval of the TUMF Program Administrative Plan, *Nexus Study* and any subsequent amendments thereto; and

   d. Recommendation of changes to the TUMF model Ordinance for consideration by participating jurisdictions.

In developing recommendations on Regionally Significant Arterials for consideration by the WRCOG Executive Committee, WRCOG staff and the Committee structure shall work with RCTC to coordinate compatibility with Measure A project priorities and schedules of area transportation improvements. WRCOG staff and the WRCOG Executive Committee shall also work with WRCOG jurisdictions and each Zone Committee for the same purposes.

For jurisdictions that are not participating in the TUMF Program, the WRCOG Executive Committee representative for that jurisdiction shall not be eligible to vote on any matter related to the TUMF that goes before the PWC, the WRCOG TAC and/or the WRCOG Executive Committee.

3. **The WRCOG Technical Advisory Committee.** The WRCOG TAC shall review and make recommendations to the WRCOG Executive Committee on the following:
    - **a.** Program updates and reviews and all supporting technical documentation;
    - **b.** Revisions to the Administration Plan, Nexus Study Fee Calculation Handbook and any other Program document;
    - **c.** Ordinance revisions; and
    - **d.** Annual fee adjustments.

    The WRCOG TAC shall also provide additional assistance to the TUMF Program as requested by the WRCOG Executive Committee. For jurisdictions that are not participating in the TUMF Program, the WRCOG TAC representative for that jurisdiction shall not be eligible to vote on any matter related to the TUMF Program that goes before the WRCOG Executive Committee or WRCOG TAC.

4. **The Public Works Committee.** The PWC shall be comprised of the Public Works Director or designee from each participating jurisdiction of WRCOG, RCTC, and RTA and shall be responsible for the following:

    - **a.** Providing technical assistance and guidance for program updates;
    - **b.** Developing objective criteria for project selection and prioritization including but not limited to the following factors: traffic safety issues potentially created by growth, regional significance, availability of matching funds, mitigation of congestion created by new development, system continuity, geographic balance, project readiness, and status of completion of projects with reimbursement agreements in place;
    - **c.** Providing additional assistance to the TUMF Program as requested by the WRCOG Executive Committee, RCTC and/or the WRCOG TAC and/or the Zone TAC;
    - **d.** Overseeing the preparation of the Administrative Plan, the TUMF Nexus Study, Fee Calculation Handbook;
    - **e.** Preparing the 5-Year TIP, which will be reviewed and amended annually as members of the Zone TAC;
    - **f.** Providing recommendations on the RCTC Regional Arterial TUMF Program of Projects as part of the Nexus Study update to the WRCOG TAC, WRCOG Executive Committee and RCTC;
    - **g.** Selecting a lead agency for each of the projects on the TIP;

h. Reviewing the Annual and Five-Year Reports prepared by WRCOG;
i. Revising the RSHA as may be necessary (at each Nexus Study update); and
j. Review and revise Unit Cost Assumptions of the RSHA as may be necessary (at each Nexus Study update).

B. Regional Arterial Administration.
RCTC through an MOU with WRCOG (effective October 1, 2008) is the responsible agency for programming and delivering the Regionally Significant Arterials designated under Measure A and defined in the Nexus Study as "backbone" projects. WRCOG and RCTC have established a committee structure that incorporates the Public Works Directors, City Managers the WRCOG Executive Committee, and the RCTC Board for the development, review and approval of the Regional Arterial TUMF Program of projects.

1. **The RCTC Executive Director.** The Executive Director shall be responsible for the following TUMF Program activities:

   a. Establishment and management of the "TUMF Program Trust Fund" for the purposes of depositing TUMF revenues and income interest earned on Trust Fund deposits;
   b. Development of the RCTC Regional Arterial TUMF Program that identifies regional projects for reimbursement that are scheduled and funded for construction by jurisdictions and developers over a specified period of time and is reviewed on an annual basis;
   c. Staff support and coordination with the TUMF Committees as necessary; and
   d. Other related activities as directed by the RCTC Board.

2. **The Riverside County Transportation Commission.** RCTC shall be responsible for reviewing and acting on recommendations for project selection and prioritization of the RCTC Regional Arterial TUMF Program. RCTC shall review and consider recommendations for the RCTC Regional Arterial projects on the "backbone" of TUMF Regional Arterial network.

C. Zone Administration.
Each Zone shall establish a committee structure, similar to Exhibit "A", for the purpose of preparing a Zone Transportation Improvement Program (TIP) with the TUMF revenue that has been returned to the Zone and develop policies that impact the Zone, such as how to close a funding shortfall in the Zone. The Zone TIP will be updated on an annual basis. The Executive Committee has determined that the 5-Year TIP shall be balanced to the most reasonable extent possible and that program shortfalls will need to be closed or projects could be reduced or eliminated from the TIP. Projects remaining on the TIP from the previous year's TIP may be subject for removal after significant inactivity as decided by the Zone TAC. The Zone TAC shall be responsible for prioritization of projects, selection of the lead agency for each project, and to review all the projects for consistency within the Zone.

Projects within the Zone TIPs can only receive funding up to the "maximum share" as established in the TUMF Nexus Study. Projects that see these shares reduced or eliminated in an update to the Nexus Study will have the previous studies maximum share applied throughout the life of the project.

All Zones shall approve their TIP by consensus and forward their recommendations to Executive Committee for review and approval to ensure compatibility with the other Zones and the Nexus Study. Once approved by the Executive Committee, project funding allocation may not be taken away from any project without approval by both the Zone Executive Committee and WRCOG Executive committee.

Zone dollars are to be allocated by the Zone TAC only and cannot be utilized or borrowed for projects located outside the zone unless such projects are: 1) proposed and approved by the Zone Committee and have a direct benefit to the Zone and 2) are consistent with the Nexus Study. In furtherance of this Section VIII.B, each Zone shall abide by the Guidelines set forth in Exhibit “C”.

The Riverside County Transportation Improvement Plan approved by Riverside County voters on November 5, 2002 states “Funding which is not allocated to a city or county because it is not a participant in the TUMF Program in the Coachella Valley area and the TUMF and MSHCP in the Western County area shall be allocated to the Regional Arterial Program in the geographic area in which the city or portion of the county is located”.

Each City and a portion of the unincorporated area of Riverside County are assigned to each of the zones. All cities are in only one zone and have one voting member for the Zone Committee. For unincorporated areas, the Board Member whose district resides in the zone will be the representative. As some zones include multiple supervisorial districts, only the two largest districts within the respective zones will have a voting member on the Zone Committee.

The five Zones are as follows:

1. Northwest Zone – The Cities of Corona, Eastvale, Jurupa Valley, Norco, Riverside and the County of Riverside, and the March JPA;

2. Southwest Zone – The Cities of Canyon Lake, Lake Elsinore, Murrieta, Temecula, Wildomar, and the County of Riverside;

3. Central Zone – The Cities of Menifee, Moreno Valley and Perris, and the County of Riverside, and the March JPA;

4. Pass Zone – The Cities of Banning, Beaumont and Calimesa, and the County of Riverside;

5. Hemet/San Jacinto Zone – The Cities of Hemet and San Jacinto and the County of Riverside.

D. Local Administration. In accordance with the TUMF Ordinance, the Amendment, and the Mitigation Fee Act, WRCOG shall deposit, invest, and expend the transmitted fees.

1. **Accruals.** The TUMF Program utilizes the five Zone 5-Year TIPs to allocate funding for projects, which are based on the amount of available revenue to each Zone as determined by carryover and projected funds. At fiscal year-end, any unspent funds remaining on the TIPs that are not identified and accrued do not automatically roll over and may not be available for programming the following fiscal year. It is necessary for jurisdictions to identify those unused programmed funds so that they can be carried over to the next fiscal year. If the funds are not accrued, WRCOG cannot release the funds to the jurisdiction until the following year when the TIPs are officially adopted.

2. **Annual Reviews.** On an annual basis, after the close of the Fiscal Year, WRCOG will conduct reviews of TUMF collections by participating jurisdictions. This review will include, but not be limited to, accounting of TUMF collections, building permit review, exemptions and credits awarded in addition to supplemental banking-related information to document that TUMF fees are correctly being collected and remitted to WRCOG. For exemptions or credits awarded by participating jurisdictions, supplemental support documentation will be required to demonstrate that the development project was correctly awarded an exemption or credit.

E. Information from Participating Jurisdictions Electing For WRCOG To Calculate And Collect TUMF.

Participating jurisdictions that have elected for WRCOG to calculate and collect the TUMF are responsible for providing WRCOG all necessary materials/information to calculate the TUMF prior to TUMF collection. WRCOG will conduct an annual review, which will consist of verification to WRCOG that calculation worksheets were completed for all building permits issued within a given time period. This will require member agency staff to submit a list of building permits issued during the time period requested. Participating jurisdictions that have delegated fee calculation and collection to WRCOG will not be required to submit monthly remittance reports to WRCOG.

F. Riverside Transit Agency.

In accordance with the Nexus Study 3.13% of funds received will be made available to the RTA to make capital facilities improvements for transit purposes as identified in the Nexus Study. The RTA shall provide a report to the WRCOG Executive Director each year, detailing its expenditures of TUMF Program funds received, as well as future commitments for transit facilities using TUMF Program revenues as determined by the RTA Board of Directors.

IX. Administrative Costs.

The TUMF Ordinance, as amended from time to time, authorizes WRCOG to expend funds generated from TUMF that are necessary and reasonable to carry out its responsibilities to implement the Program. The WRCOG Executive Committee adopted a series of policies that clarify the expenditure and retention of program funds for the Administration of the Program and they are as follows:

A. WRCOG will retain no more than two percent (2%) of the total TUMF Program revenue for administration salaries and benefits;

B. Administration costs will be budgeted at whatever is reasonable and necessary, but not to exceed four percent (4%) of the TUMF revenues collected (inclusive of the two percent administrative salaries and benefit cap) unless otherwise directed by the Executive Committee.

C. WRCOG will take the administrative component from the total credit given obtained on executed credit agreements. This will be done by reducing the available credit by the administrative component of the TUMF program.

D. For refunds, whether it is because the project is no longer going forward or expiration of building permits (where no construction has commenced), the applicant is entitled to a refund including the administrative component. Refunds will be processed based on available cash and will not take precedence over the projects identified as funded on the approved TIP. Refunds will however take precedence over the addition of new projects to the TIP.

X. Appeals.

Appeals shall only be made in accordance with the provisions of this Section X.

A. Persons or Entities Who Have Standing to Appeal. No person or entity shall have standing to avail themselves of this Section X, except those persons or individuals who are responsible for paying the TUMF and have an unresolved appealable issue or matter.

B. Appealable Issues and Matters. No issue or matter shall be heard or reviewed under this Section X unless the issue or matter is appealable. An issue or matter is appealable, if a qualified person or entity ("Appellant") has a good-faith dispute directly related to Appellant's Property ("TUMF Dispute") regarding (i) the amount of Appellant's TUMF obligation; (ii) the administration of TUMF Credits; (iii) exemption of Appellant's property from the TUMF Program; or (iv) administration of TUMF reimbursements.

C. Types of Appeals

1. The first type of appeal is a programmatic appeal. This would involve appeals towards exemptions, reimbursements, credit amounts where the applicant feels the program incorrectly assessed a fee or credit.

2. The second type of appeal is an appeal of the actual calculation of the TUMF. An applicant may appeal that the development's impact and TUMF fee is inconsistent with what is outlined in the Nexus Study.

a. This appeal would follow the following process:

- Applicant Submits Notice to Appeal Application Using Standard Form
- WRCOG Reviews Form and Notifies Applicant Within 2 Weeks of Submittal
  - Appeal Granted, no analysis needed. Calculation updated.
    - Applicant Pays Updated Fee
  - Appeal Denied due to incomplete form
    - Applicant revises/updates form, resubmits
  - Appeal Denied due to wrong justification
- Applicant withdraws appeal and pays fee
- Additional study is determined to be needed. No action on fee estimate
- WRCOG retains consultant to conduct traffic study
- WRCOG Pays Consultant for Study Through Existing Contract

- Consultant Calculates Fee Due
- Consultant completes traffic study. Copy provided to applicant and WRCOG
- Fee Comparison Outcome
    - If the fee is higher, applicants pay higher fee amount
    - If the fee is lower, applicants pay lower fee amount
- WRCOG Provides Proof of Payment through TUMF Portal To Agency and Applicant

C. Appeal Process.

1. If a qualified person or entity has a TUMF Dispute, he or she shall first attempt to resolve the dispute informally with WRCOG staff. The staff of the local jurisdiction may also participate in such discussions. If the TUMF Dispute remains unresolved after a reasonable attempt to address it at the local level, the qualified person or entity may submit a written appeal to the WRCOG Executive Director. The Appellant and the WRCOG Executive Director, or designee, shall attempt to resolve the issue within thirty (30) days of the WRCOG Executive Director's receipt of the appeal. At the conclusion of the thirty (30) day period, the WRCOG Executive Director shall render a written decision on the appeal. If the Appellant desires further review from WRCOG, the Appellant may submit a written request for review to the WRCOG Executive Committee chair.

2. After the written appeal is received by the WRCOG Executive Committee chair, the item shall be presented to the WRCOG Administration & Finance Committee for review. At the request of either WRCOG staff or the Appellant, the decision of the WRCOG Administration & Finance Committee shall be forwarded to the WRCOG Executive Committee for review and action. The decision of the WRCOG Executive Commission shall be final.

XI. Arbitration.

When there is a dispute among the Zone members that cannot be resolved and prevents the adoption of a TIP the matter shall be forwarded to the WRCOG TAC and WRCOG Executive Committee for a determination. Once the WRCOG Executive Committee takes action on the issue the decision is final.

If there is a dispute at the WRCOG Executive Committee level regarding project prioritization of a specific project(s) and a consensus cannot be reached, that project shall be tabled until such time as new information is presented, and the matter can be resolved. If funding is previously established on the TIP for the project, funding cannot be removed without approval from the WRCOG Executive Committee.

XII. TUMF Program Amendments.

WRCOG shall undertake a review of all components of the TUMF Program in accordance with Government Code Section 66000 et seq. and other applicable laws, and, if necessary, recommend Program amendments and/or adjustments. Amendments to the

Administrative Plan will be subject to the approval of the WRCOG Executive Committee. Amendments required to the TUMF Program Ordinance shall be approved by each participating jurisdiction, acting on recommendations provided by the WRCOG Executive Committee.

A. TUMF Network Revisions.

The TUMF Network is reviewed and revised at regular Nexus Study updates, with minor adjustments such as name changes, distances, and other errors that may be found from time to time occurring on a more frequent basis. However, there could be instances when demonstratable error occurs which need to be addressed. In these situations, where a change could have a significant effect on the overall cost of the network, WRCOG will make the change to the network and make revisions the Nexus Study provided it has no effect on the TUMF fee. If the fixing of an error does cause an effect to the fee, it would be necessary to make an adjustment to the network to balance the overall network cost.

For a jurisdiction to move a network component into the regional “backbone” arterial network will require approval of both the WRCOG and RCTC executive committees, as RCTC identifies and prioritizes funding on this network.

For new cities there would be an opportunity to review the TUMF Network with WRCOG staff to ensure that the Network identifies their priorities and allows them to make recommendations and to have the ability to swap out facilities. Any revision request must meet the criteria to be on the Network before the PWC considers the request.

Jurisdictions that need to add additional facilities must justify the addition by demonstrating that it provides continued regional circulation, meets the criteria to be on the TUMF Network, and does not provide an advantage to a specific land-use, community, developer/project for the purposes of TUMF credits or reimbursements. A jurisdiction must also must swap out another facility and demonstrate that the impacts mitigated in the swapped facilities are substantially similar to those impacts that would have been mitigated in the abandoned facilities.

The focus of this process is the ability to shift projects on the TUMF Network with the intent to incur minimal fiscal impacts to the Program fee and Nexus determination, rather than adding new projects that would have a far more significant effect on the Program fee and therefore would be more appropriately addressed during the regular Nexus Study reviews. The exception to this policy is the ability for newly incorporated cities to request new additions to ensure appropriate facilities are designated to address their individual city’s needs.

The process requires the jurisdiction to submit written justification of the requested TUMF Network facility shift. Elements to be addressed in the written justification should include an explanation of the rationale for the proposed facility shift specifically explaining why the facility should be addressed as part of the TUMF Program and cannot be addressed as part of an equivalent local program, and verification that the proposed shift in facility does not unduly favor or disadvantage a specific developer or development interest. Proximity to areas of significant recent development activity (i.e. shifts in development patterns resulting in changes in transportation system impacts to be mitigated) and the net cost differential to the program following the facility adjustment are key elements to be addressed in the written justification. The written justification must also demonstrate that the impacts mitigated in the proposed facility shift are substantially similar to those impacts that would have been mitigated in the abandoned facilities.

The existing criteria contained in the TUMF Nexus Study for identifying facilities to be included in the TUMF Network was refined for the purpose of evaluating requests for TUMF Network Amendments. All requested Network adjustments will be evaluated based on key performance indicators consistent with the existing criteria contained in the TUMF Nexus Study. The criteria are “Exhibit C” of this Plan. Only facilities defined in a participating jurisdiction’s General Plan Circulation Element (or equivalent document) as an arterial highway facility with a minimum four (4) lanes at build-out will be evaluated for inclusion in the TUMF Network.

XIII. CEQA.

The TUMF Program currently is a financing mechanism dependent on future actions of the WRCOG Executive Committee for improvements to the RSHA. WRCOG and its associated committees will be prioritizing and scheduling improvements on the RSHA, as such, the appropriate environmental documentation, shall be completed before a project can commence construction.

The TUMF Program was developed to mitigate the cumulative impacts of future growth on the RSHA. It was not developed to mitigate project-specific traffic impacts. Accordingly, the program does not relieve any development project of the responsibility to mitigate project-specific impacts identified in the environmental analysis prepared for the project. When a development project is required to construct RSHA facilities as project-specific mitigation, it shall be eligible for credit and or reimbursement.

EXHIBIT A
TUMF Decision-Making Process

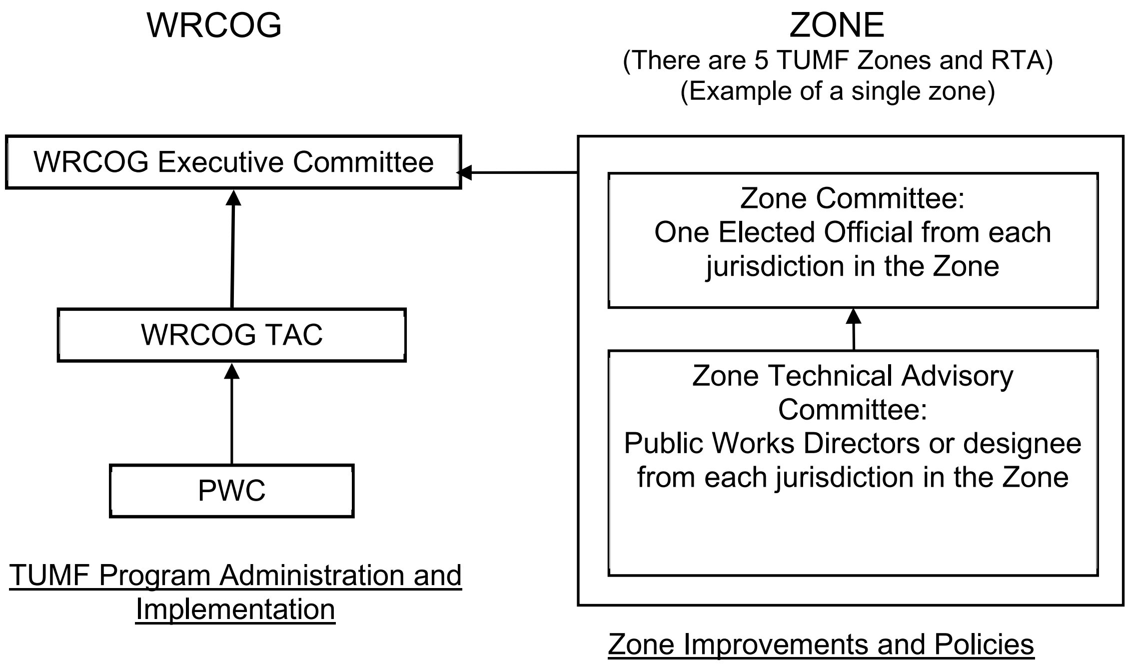

EXHIBIT B
Guidelines for the Administration of the Programmed Projects in the Zone's Adopted 5-Year TIP

Once each Zone's 5-Year Transportation Improvement Program (TIP) is adopted by the WRCOG Executive Committee, said TIPs shall be incorporated into and governed by these guidelines, the Administrative Plan, and the Nexus Study in accordance with AB 1600. Annually, WRCOG staff meets with the Zone Technical Advisory Committees to review the status of all programmed projects on the 5-Year TIPs and bring the subsequent project adjustment requests to the Zone Committees for approval. The goals of the annual review process are as follows: (i) to update project cost estimates; (ii) to review project status; (iii) to determine the continued viability of projects; (iv) review the backlog of reimbursement projects;(v) to address local jurisdiction issues; and (vi) address compliance with AB 1600.

Adjustments:

In accordance with the Nexus Study and the original reimbursement agreement entered into with the lead jurisdiction, all approved projects' funding and schedules are directly tied to critical milestones. As such, requests to change a project's funding or schedule shall necessitate an amendment to the original agreement and the adopted TIP.
Annual 5-Year TIP adjustments could include, but are not limited to:

- Scope of work reductions or additions;
- Project or phase delays;
- Project or phase cancellations;
- New shelf-ready network projects being added
- Project or phase advances; and

Levels of Approval:

A. Zone Committee/WRCOG Executive Committee

The following shall be approved by the Zone Committee and adopted by the WRCOG Executive Committee as required in the Administrative Plan:

1. Annual updates to the Zone TIP.

2. Requests to increase total TUMF funding allocations to projects on the Zone TIP. These requests may be made by the local jurisdiction administratively outside of the annual TIP update cycles if deemed necessary by one of the Zone participating jurisdictions and WRCOG management due to unforeseen circumstances that necessitate immediate action. Such unforeseen circumstances shall include, but not be limited to, higher than expected bid prices, TUMF as a Federal or State match, etc. WRCOG staff will obtain action from the Zone Committee in these cases either by calling for a Special Zone Committee meeting or through individual consultation.

3. Administrative requests to advance funds or adjust project schedules on TIP approved projects, upon the recommendation of the Public Works Committee. Such advancements are subject to:

- Jurisdiction's proof of readiness to move forward with project, and
- Zone's current cash flow can support the advancement or change.

B. WRCOG Executive Director

The WRCOG Executive Director shall be responsible for the review and approval of the following changes to an approved Zone TIP, including the review and approval of any agreements, for:

1. Change in Lead Jurisdiction, with the written consent of the transferring and accepting Lead Jurisdiction.

2. Cancellation of project upon request of the local jurisdiction. In the event of cancellation, all funds shall revert to the Zone TIP Trust account.

3. Approval of final completion of the project. Upon notification from the Jurisdiction that the Project has been completed, all unused funds programmed for that Project shall revert to the Zone TIP Trust account.

4. All other administrative requests, upon consultation with the Public Works Committee.

C. Public Works Committee

The Public Works Committee shall be responsible for the review and approval of the following:

1. Requests to move funds within project categories (environmental, design, etc.) administratively, contingent upon participating jurisdiction's certification of viability of all phases.

2. Provide recommendations to the WRCOG Executive Director on any other requests that are deemed administrative in nature by the Director.

D. Programming Funds

The TIP designates the amount of funding to be allocated to each zone's TIP based on two factors: 1) The balance of the Zone's TUMF account, and 2) the forecasted revenue for the next 5 years. The balance of the zone is from the zone's portion of all fees collected from development projects within that zone. This balance is used to pay reimbursements back to local agencies on their eligible projects in the TIP. The forecasted revenue is based on the trend of the previous 3 years in TUMF collections for that zone. Fee adjustments are factored into this projection.

This process establishes the total amount of funding in the zones that can be allocated to eligible improvements in the zone. Local agencies may request portions of this funding for their project's pre-construction and construction phases over the next five year period by phase and by year.

Agencies will always be able to administratively move funding from pre-construction to construction phases without the approval of the Zone Committee. Agencies can only move funding from construction to pre-construction with the approval of the zone. This is intended to keep the project in a deliverable state that does not overuse TUMF funding in pre-construction phases without remaining funds available for the construction phase.

Funding for a project programmed on Zone 5-Year TIPs is not considered obligated by WRCOG until certain steps outlined below have been implemented by the local jurisdiction.

1. Ensure that funding for the project phase is **programmed in the current year** of an adopted 5-Year TIP.
2. If the project falls under the limits of multiple jurisdictions, ensure that there is a signed Memorandum of Understanding (MOU) between agencies. This MOU should address an understanding of shared costs, scope of work, and agency responsibilities pertaining to the project. Project costs will be consistent with the adopted 5-year TIP.
3. Ensure that there is a **signed (executed) reimbursement agreement** that matches the funding amount with the funding amount of the project phase in the adopted TIP.
4. Submit **an invoice for TUMF eligible work** prior to the end of the fiscal year to obligate the project phase funding. At the time of submitting the first invoice, the project sponsor will be required to submit all necessary supporting documentation (not previously submitted) in accordance with the provisions of the reimbursement agreement.
5. WRCOG will obligate up to amount of the phase of the project if there is available revenue at the time the invoice is submitted.

If the first invoice has not been submitted to WRCOG within twelve months of the date of the executed agreement), there will be a review of the project status. Based on the review of project status, WRCOG will either:

i. extend the fund obligation for up to an additional twelve months if the project sponsor can demonstrate a realistic expectation that the project work will commence, and a first invoice is submitted within that time frame; or
ii. de-obligate the funds.

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EXHIBIT C
Criteria, Evaluations Thresholds

The following table summarizes the criteria, and evaluation thresholds for evaluating TUMF Network adjustment requests for approval.

Criteria	Evaluation Thresholds	Eligibility
Minimum	Less than 4 lanes	Not eligible
Future forecast traffic	Less than 20,000 vehicles per day	Not eligible
Future forecast	< 0.90 (LOS)	Not eligible
Regional Transit Facility	1 or more services	Potential eligibility if minimum traffic threshold not met
Net fiscal impact of TUMF Network adjustment	More than $1,000,000 cost addition	Must provide swapped out facility

EXHIBIT D
TUMF Program Definitions

For the purpose of the TUMF Administrative Plan, the following words, terms and phrases shall have the following meanings:

A. **"Class 'A' Office"** means an office building that is typically characterized by high quality design, use of high end building materials, state of the art technology for voice and data, on-site support services/maintenance, and often includes full service ancillary uses such as, but not limited to a bank, restaurant/office coffee shop, health club, printing shop, and reserved parking. The minimum requirements of an office building classified as Class 'A" Office shall be as follows: (i) minimum of three stories (exception will be made for March JPA, where height requirements exist); (ii) minimum of 10,000 square feet per floor; (iii) steel frame construction; (iv) central, interior lobby; and (v) access to suites shall be from inside the building unless the building is located in a central business district with major foot traffic, in which case the first floor may be accessed from the street to provide entrances/ exits for commercial uses within the building.

B. **“Class ‘B’ Office”** means an office building that is typically characterized by high quality design, use of high end building materials, state of the art technology for voice and data, on-site support services/maintenance, and often includes full service ancillary uses such as, but not limited to a bank, restaurant/office coffee shop, health club, printing shop, and reserved parking. The minimum requirements of an office building classified as Class ‘B” Office shall be as follows: (i) minimum of two stories; (ii) minimum of 15,000 square feet per floor; (iii) steel frame, concrete or masonry shell construction; (iv) central, interior lobby; and (v) access to suites shall be from inside the building unless the building is located in a central business district with major foot traffic, in which case the first floor may be accessed from the street to provide entrances/exits for commercial uses within the building.

C. **“Development Project”** or **“Project”** means any project undertaken for the purposes of development, including the issuance of a permit for construction.

D. **“Gross Acreage”** means the total property area as shown on a land division of a map of record or described through a recorded legal description of the property. This area shall be bounded by road rights of way and property lines.

E. **“Habitable Structure”** means any structure or part thereof where persons reside, congregate or work and which is legally occupied in whole or part in accordance with applicable building codes, and state and local laws.

F. **“Industrial Project”** means any development project that proposes any industrial or manufacturing use allowed in the following Ordinance No.________ zoning classifications: I-P, M-S-C, M-M, M-H, M-R, M-R-A, A-1, A-P, A-2, A-D, W-E, or SP with one of the aforementioned zones used as the base zone.

G. **“Low Income Residential Housing”** means ”Residential Affordable Units”: (A) for rental housing, the units shall be made available, rented and restricted to “lower income households” (as defined in Health and Safety Code Section 50079.5) at an “affordable rent” (as defined in Health and Safety Code Section 50053),). Affordable units that are rental housing shall be made available, rented, and restricted to lower income households at an affordable rent for a period of at least fifty-five (55) years after the issuance of a certificate of occupancy for new residential development. (B) for for-sale housing, the units shall be sold to “persons or families of low or moderate income” (as defined in Health and Safety Code Section 50093) at a purchase price that will not cause the purchaser’s monthly housing cost to exceed “affordable housing cost (as defined in Health and Safety Code Section 50052.5) Affordable units that are for-sale housing units shall be restricted to ownership by persons and families of low or moderate income for at least forty-five (45) years after the issuance of a certificate of occupancy for the new residential development.

H. **“Multi-Family Residential Unit”** means a structure with two or more legally independent residential dwelling units intended for human habitation.

I. **“Non-Residential Unit”** means retail commercial, service commercial and industrial development, which is designed primarily for non-dwelling use, but shall include hotels and motels.

J. **"Recognized Financing District"** means a Financing District as defined in the TUMF Administrative Plan as may be amended from time to time.

K. **"Residential Dwelling Unit"** means a building or portion thereof used by one (1) family and containing but one (1) kitchen, which is designed primarily for residential occupancy including single-family and multi-family dwellings. "Residential Dwelling Unit" shall not include hotels or motels.

L. **"Retail Commercial Project"** means any development project with the predominant use that proposes any retail commercial activity use not defined as a service commercial project allowed in the following Ordinance No. __________classifications: R-1, R-R, R-R-O, R-1-A, R-A, R-2, R-2-A, R-3, R-3-A, R-T, R-T-R, R-4, R-5, R-6, C-1/C-P, C-T, C-P-S, C-R, C-O, R-V-C, C-V, W-2, R-D, N-A, W-2-M, W-1, or SP with one of the aforementioned zones used as the base zone, which can include any eating/dinning facility residing on the retail commercial development premises.

M. **"Service Commercial Project"** means any development project that is predominately dedicated to business activities associated with professional or administrative services, and typically consists of corporate offices, financial institutions, legal, and medical offices, which can include a stand-alone eating/dining facility residing on the service commercial development premises.

N. **"Single Family Residential Unit"** means each residential dwelling unit development that is situated on one lot that shares no common wall, foundation, or other interconnection with another dwelling unit.

O. **"TUMF Participating Jurisdiction"** means a jurisdiction in Western Riverside County which has adopted and implemented an ordinance authorizing participation in the TUMF Program and complies with all regulations established in the TUMF Administrative Plan, as adopted and amended from time to time by the WRCOG.

P. **"Disabled Veteran"** means any veteran who is retired or is in process of medical retirement from military service who is or was severely injured in a theatre of combat operations and has or received a letter of eligibility for the Veterans Administration Specially Adapted Housing (SAH) Grant Program.

Q. Government/public buildings, public schools, and public facilities that are owned and operated by a government entity in accordance with Section G. subsection Iv of the model TUMF Ordinance. A new development that is subject to a long-term lease with a government agency for government/public buildings, public schools, and public facilities shall apply only if all of the following conditions are met:

(a) The new development being constructed is subject to a long-term lease with a government agency.

(b) The project shall have a deed restriction placed on the property that limits the use to government/public facility for the term of the lease, including all extension options, for a period of not less than 20 years. Any change in the use of the facility from government shall trigger the payment of the TUMF in effect at the time of the change is made.

(c) No less than ninety percent of the total square footage of the building is leased to the government agency.

(d) The new development is constructed at prevailing wage rates.

(e) A copy of the lease is provided to the applicable jurisdiction and to WRCOG.

(f) Based on the facts and circumstances, the intent of the lease is to provide for a long-term government use, and not to evade payment of TUMF.

R. **"Non-profit Organization"** means an organization operated exclusively for exempt purposes set forth in section 501(c)(3) of the Internal Revenue Code, and none of its earnings may inure to any private shareholder or individual. In addition, it may not be an action organization, i.e., it may not attempt to influence legislation as a substantial port of its activities, and it may not participate in any campaign activity for or against political candidates. For the purposes of the TUMF Program, the non-profit may be a 501(c) (3) charitable organization as defined by the Internal Revenue Service.

S. **"Long-Term Lease"** as used in the TUMF Program, a "long-term lease" shall mean a lease with a term of no less than twenty years.

T. **"Mixed-Use Development"** as used in the TUMF Program, means Developments with the following criteria: (1) three or more significant revenue-producing uses, and (2) significant physical and functional integration of project components.

U. **"Guest Dwellings"** and **"Detached Second Units"** according to the State of California legal definition as following: 1) The second unit is not intended for sale and may be rented; 2) The lot is zoned for single-family dwellings; 3) The lot contains an existing single-family dwelling; 4) The second unit is either attached to the existing dwelling and located within the living area of the existing dwelling or detached from the existing dwelling and located on the same lot as the existing dwelling; and 5) Are ministerially amended by each jurisdiction's local codes.

EXHIBIT E
TUMF Program Exemptions

The following types of new development shall be exempt from the provisions of the TUMF Administration Plan:

1. Low-income residential housing as defined in Exhibit D, Section G of the Administrative Plan.

2. Government/public buildings, public schools, and public facilities that are owned and operated by a government entity in accordance with Section Q of Exhibit D of the Administrative Plan and Section G. subsection Iv of the model TUMF Ordinance. Airports that are public use airports and are appropriately permitted by Caltrans or other state agency.

3. Development Projects which are the subject of a Public Facilities Development Agreement entered into pursuant to Government Code section 65864 *et seq*, prior to June 30, 2003, wherein the imposition of new fees are expressly prohibited, provided that if the term of such a Development Agreement is extended by amendment or by any other manner after June 30, 2003, the TUMF shall be imposed.

4. The rehabilitation and/or reconstruction of any habitable structure in use on or after January 1, 2000, provided that the same or fewer traffic trips are generated as a result thereof.

5. "Guest Dwellings" and "Detached Second Units" As defined in Exhibit D of the Administrative Plan and the TUMF Ordinance.

6. Additional single-family residential units located on the same parcel pursuant to the provisions of any agricultural zoning classifications set forth in the Municipal Code.

7. Kennels and Catteries established in connection with an existing single-family residential unit.

8. Any sanctuary, or other activity under the same roof of a church or other house of worship that is not revenue generating and is eligible for a property tax exemption (excluding concert venue, coffee/snack shop, bookstore, for-profit pre-school day-care, etc.)

9. Any nonprofit corporation or nonprofit organization offering and conducting full-time day school at the elementary, middle school or high school level for students between the ages of five and eighteen years.

10. New single-family homes, constructed by non-profit organizations, specially adapted and designed for maximum freedom of movement and independent living for qualified Disabled Veterans.

EXHIBIT F
TUMF Online Portal

The WRCOG TUMF operates through an online portal that may be accessed here. Upon arriving to the site, users, including project developers needing to calculate and pay the TUMF, will select "TUMF Explore" to begin the project information input process.
For jurisdictions listed below, the project information must be submitted directly to that jurisdiction's staff who will be inputting the information into the portal. Once the project record has been created in the portal, developers will be notified by email for updates of project status and the amount of the TUMF obligation.

- City of Jurupa Valley
- City of Moreno Valley
- City of Norco
- City of San Jacinto

For all other jurisdictions the project developer will follow these 7 steps to create an account and complete the project input online:

- Step 1: Select the participating jurisdiction from the menu and login. New users will need to register.
- Step 2: Locate the project using address or parcel number or by a point on the city's map.
- Step 3: through 6: Complete project description form, including land use type, square footage, exemptions (if any), and special use categorization (if needed).
- Step 7: Payment of TUMF

At any time during the entry process the user may select "save draft and exit" and all information will be retained under the user's login for each member agency where the developer may have entered a project. A number will be assigned to the project, which will be used as a reference for updates and any modifications.

Payments by credit card and e-check may be made via the portal. Please note that credit card transactions are subject to non-refundable fees.

Attachment

TUMF Credit/Reimbursement Manual Update

WRCOG TUMF

Credit/Reimbursement Manual

APRIL 7, 2025

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LIST OF FIGURES

LIST OF TABLES

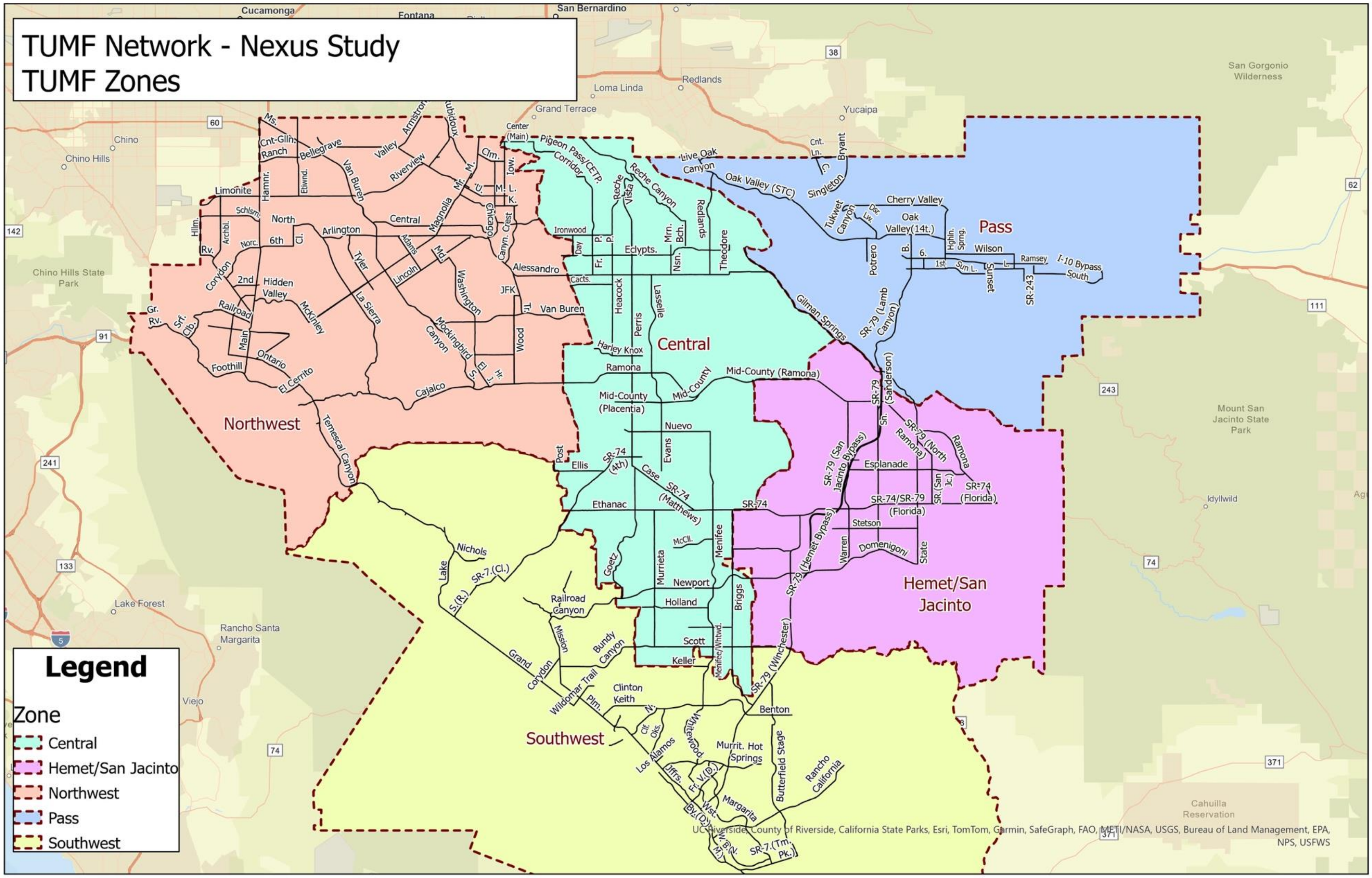


Figure 1.1: WRCOG TUMF Zones

1. INTRODUCTION

1. INTRODUCTION

1.1 What is the WRCOG Transportation Uniform Mitigation Fee (TUMF) Program?

The Western Riverside Council of Governments (WRCOG) recognizes future development within western Riverside County will result in traffic volumes exceeding the capacity of the region's highways and roadways. To address future capacity needs and supplement other available transportation funds, the TUMF Program was established.

The TUMF Program is a regional fee program designed to provide transportation and transit infrastructure that mitigates the impact of new growth in the Western Riverside County. Each of WRCOG's member jurisdictions and the March Joint Powers Authority (JPA) participates in the TUMF Program through an adopted ordinance, collects fees from new development, and remits the fees to WRCOG. WRCOG is the administrator of the TUMF Program. It develops the "TUMF Nexus Study," the document that serves as the technical and legal anchor for eligible improvements and the Program fee. WRCOG receives TUMF fees collected from member agencies and then distributes them back to a variety of agencies in the region, including:

- Riverside County Transportation Commission (RCTC);
- Riverside Transit Agency (RTA);
- Western Riverside Regional Conservation Authority (RCA); and
- Western Riverside cities and Riverside County areas, through the applicable TUMF Zones.

Figure 1.1, WRCOG TUMF Zones, illustrates the location of each zone.

The TUMF Program provides significant additional funds from new development to make improvements to the Regional System, complementing funds generated by other funding sources and transportation fee programs. By levying a fee on new developments in the sub-region, local agencies have established a mechanism by which developers and in turn new county residents and employees effectively contribute their "fair share" toward sustaining the regional transportation system.

There are five TUMF Zones designated in the TUMF Program:

- **Central**
- **Hemet/San Jacinto**
- **Northwest**
- **Pass**
- **Southwest**

Each of the agencies in the Zones have common transportation issues. Zone level meetings occur among the public works directors, executive management, and elected officials who work together to select which projects are to be prioritized. Of the TUMF funds received by WRCOG, 45.7% shall be allocated to the five Zones for programming improvements to the Regional System of Highways and Arterials.

Project Cost and Shares

The TUMF Nexus Study also summarizes the TUMF network cost calculations for each of the individual roadway segment and the maximum eligible TUMF share for each segment.

Fees are used to fund planning, engineering, right-of-way acquisition, and construction of eligible TUMF facilities. Eligible transportation improvement projects are identified in the TUMF Nexus Study, which establishes a nexus or reasonable relationship between the development impact fee's use and the type of project for which the fee is required.

1.2 Purpose and Use of WRCOG TUMF Credit/Reimbursement Manual

The purpose of the WRCOG TUMF Credit/Reimbursement Manual is to provide TUMF participating jurisdictions and agencies with guidelines on how to claim funds allocated for improvements to the TUMF Network as identified in the most recently adopted TUMF Nexus Study.

This manual provides details on the TUMF eligible and ineligible reimbursable expenses, reimbursement process for public agencies, credit and reimbursement process for developers, required documentation for TUMF invoicing to WRCOG and other TUMF funding elements.

Public agencies and developers seeking TUMF credits and/or reimbursements as described below are encouraged to follow the guidelines set forth in this manual:

Public Agencies

Public agencies who construct TUMF facilities may be eligible for reimbursement of eligible project costs. The reimbursement process is described in Section 3 Public Agency TUMF Reimbursements.

Developers

Developers proposing certain types of development within WRCOG member agencies are required to pay TUMF fees as outlined in the TUMF Nexus Study. These fees represent the developer's "TUMF obligation." Developers may choose to earn credits against their TUMF obligation through options presented below and in Section 4 Developer TUMF Credits.

Credit for Construction of TUMF Improvements

Credit for Right-of-Way Dedication

Credit for Monetary Contributions

The TUMF ordinance has a provision that if a developer constructs a TUMF facility, the developer will receive credit against the TUMF obligation for the project improvements. If the credit exceeds the TUMF obligation, the developer may be eligible for reimbursement. The reimbursement process is described in Section 5 Developer TUMF Reimbursements.

WRCOG recognizes that changes and deviations from this manual may be necessary to accommodate and address specific project factors and public agency needs. WRCOG will coordinate with public agencies when deviations to credit or reimbursement process steps are required. All TUMF reimbursements require an agreement with WRCOG and/or the applicable TUMF participating agency. This manual is intended to be a guide for TUMF participants and shall not be construed to establish any new rules or requirements. Binding TUMF Program rules are set forth in the TUMF Administrative Plan and the applicable city/county TUMF ordinances and resolutions.

2. ELIGIBLE AND INELIGIBLE PROJECT EXPENSES

2. ELIGIBLE AND INELIGIBLE PROJECT EXPENSES

2.1 TUMF Reimbursement Manual Vision and Reimbursement Principles

The WRCOG TUMF Reimbursement Manual assists local agencies and jurisdictions with the reimbursement process for eligible project costs of transportation improvements and facilities.

WRCOG coordinates with each local jurisdiction to encourage an efficient reimbursement process and recognizes that there are questions regarding the reimbursement eligibility of project types, improvements and facilities. To assist in determining the eligibility of projects improvements/costs, WRCOG utilizes the TUMF Reimbursement Principles. A project improvement/cost must meet all the principles listed below to be considered eligible for reimbursement.

PRINCIPAL 1
Proposed improvements/costs contribute to the reduction of congestion in the region's transportation network.

PRINCIPAL 2
Proposed improvements/costs contribute to capacity enhancement in the region's transportation network.

PRINCIPAL 3
Proposed improvements/costs do not exceed the maximum TUMF share identified in the most recent TUMF Nexus Study.

PRINCIPAL 4
Proposed improvements/costs are integral to the implementation of the TUMF facility.

TUMF eligible project expense reimbursements are only for roadway segments identified on the TUMF Network or Regional System of Highways and Arterials (RSHA) as indicated in the TUMF Administrative Plan and Nexus Study.

WRCOG developed a TUMF Network interactive map to provide member agencies and developers the opportunity to more easily determine whether its facilities are eligible for TUMF funding. This web map contains various filters and layers to sort and display the TUMF Network by project type (interchanges, bridges, railroad grade separations), maximum TUMF share, and whether funding has been allocated for specific projects.

It is the responsibility of member jurisdictions to demonstrate the TUMF Program eligibility of all expenses submitted to WRCOG for review and potential reimbursement. The TUMF Program can only contribute funding for particular expenses as they relate to capacity enhancing projects included in the TUMF Nexus Study. Funding amounts explicitly stated in Reimbursement Agreements between WRCOG and member jurisdictions are reimbursed only if all invoices submitted to WRCOG contain TUMF eligible expenses.

The following subsections list eligible and ineligible project types and expenses for reimbursement.

2.2 Eligible Project Types

Project reimbursement items eligible for funding reimbursement shall follow the Federal Guidelines and in the Caltrans Local Assistance Procedure Manual (LAPM). The following lists project types eligible for TUMF reimbursement:

TABLE 2.1
ELIGIBLE PROJECT TYPES FOR TUMF REIMBURSEMENT

Construction of additional TUMF Network roadway lanes	Expansion of existing TUMF Network interchanges with freeways
Construction of new TUMF Network roadway segments	Construction of new TUMF Network interchanges with freeways
Expansion of existing TUMF Network bridge structures	Grade separation of existing RSHA Network at-grade rail crossings
Construction of new TUMF Network bridge structures	Infrastructure for Intelligent Transportation Systems (ITS) on TUMF Network roadway segments

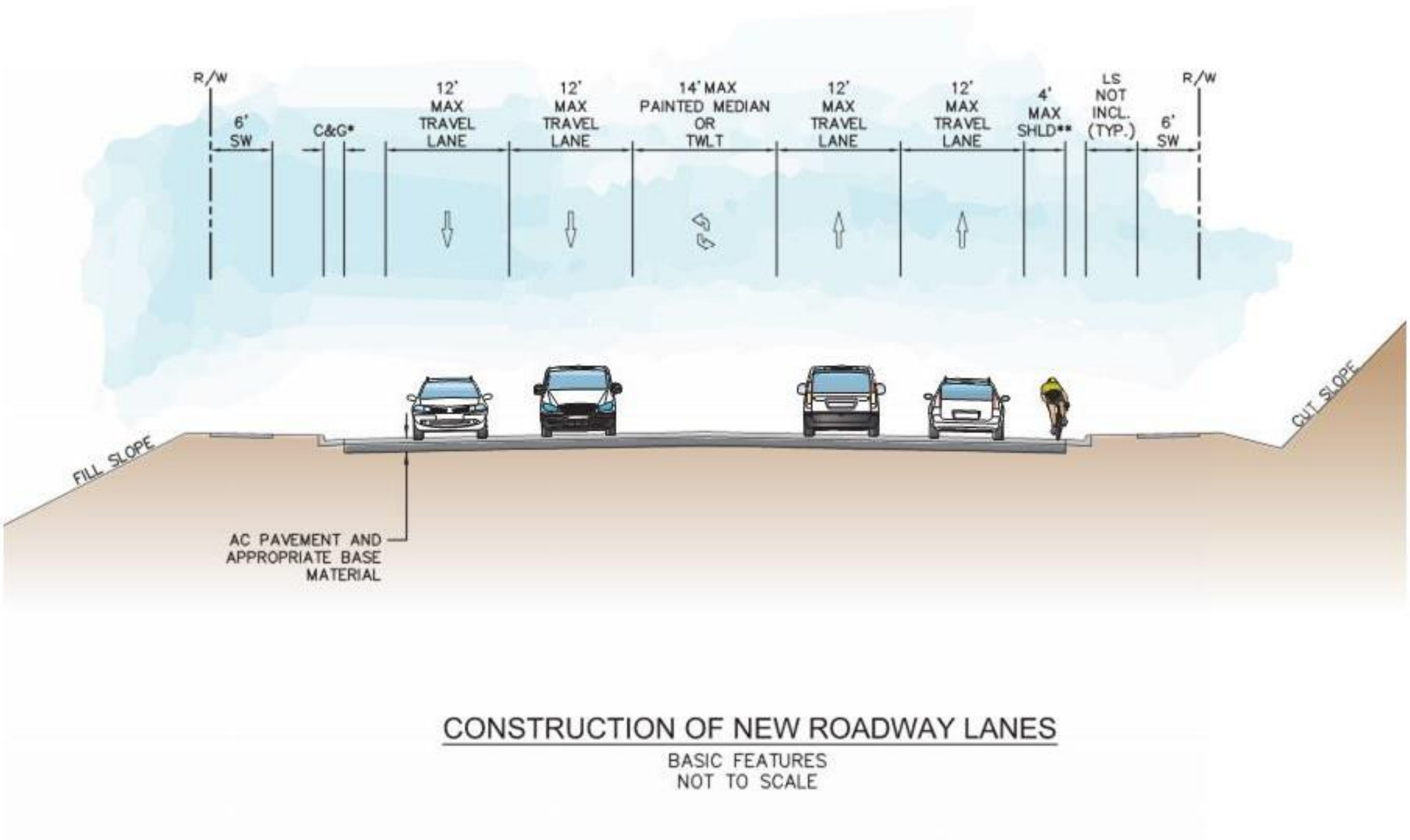
For eligible project types, the required Typical Roadway Standard assumes the following standard design characteristics that are consistent with the minimum requirements of the Caltrans Highway Design Manual:

1) Portland Cement Concrete or Asphalt concrete pavement and appropriate base material to accomplish 12 feet per travel lane plus up to four feet for ancillary treatments (e.g. shoulders or Class II Bike Lane);
2) Concrete curb and gutter and associated drainage (e.g. paved roadway shoulders and/or open swale);
3) Storm drains located within curb to curb, and associated transverse portions perpendicular to the roadway and adjoining portions longitudinal to the roadway (the longitudinal storm drain line shall be sized and reimbursed only for the roadway within right-of-way limits);
4) 14-foot raised, paved and painted median (or dual center left turn lane);
5) Traffic signals at intersections with state highways and other major arterials that are also on the TUMF Network if identified in the application project description and warranted;
6) Pavement striping and roadway signing, as required;
7) 6-foot wide concrete sidewalks and associated curb cuts for ADA access at street crossings.

2.3 Model Typical Sections for Eligible Project Costs

Figures 2.1 – 2.6 illustrate general configurations typically eligible for reimbursement under the WRCOG TUMF Program. For more complex projects, additional project features are reviewed for reimbursement eligibility using the TUMF Reimbursement Principles.

Figure 2.1 Typical Section – Construction of New Roadway Lanes.



* – CONCRETE CURB AND GUTTER AND ASSOCIATED DRAINAGE (E.G. PAVED ROADWAY SHOULDERS AND/OR OPEN SWALE)
** – UP TO FOUR FEET FOR ANCILLARY TREATMENTS (E.G. SHOULDERS OR CLASS II BIKE LANE)
LS – LANDSCAPE
R/W – RIGHT-OF-WAY
SW – SIDEWALK
SHLD – SHOULDER
TWLT – TWO WAY LEFT TURN
TYP. – TYPICAL

Figure 2.2 Typical Configuration – Construction of New Interchange

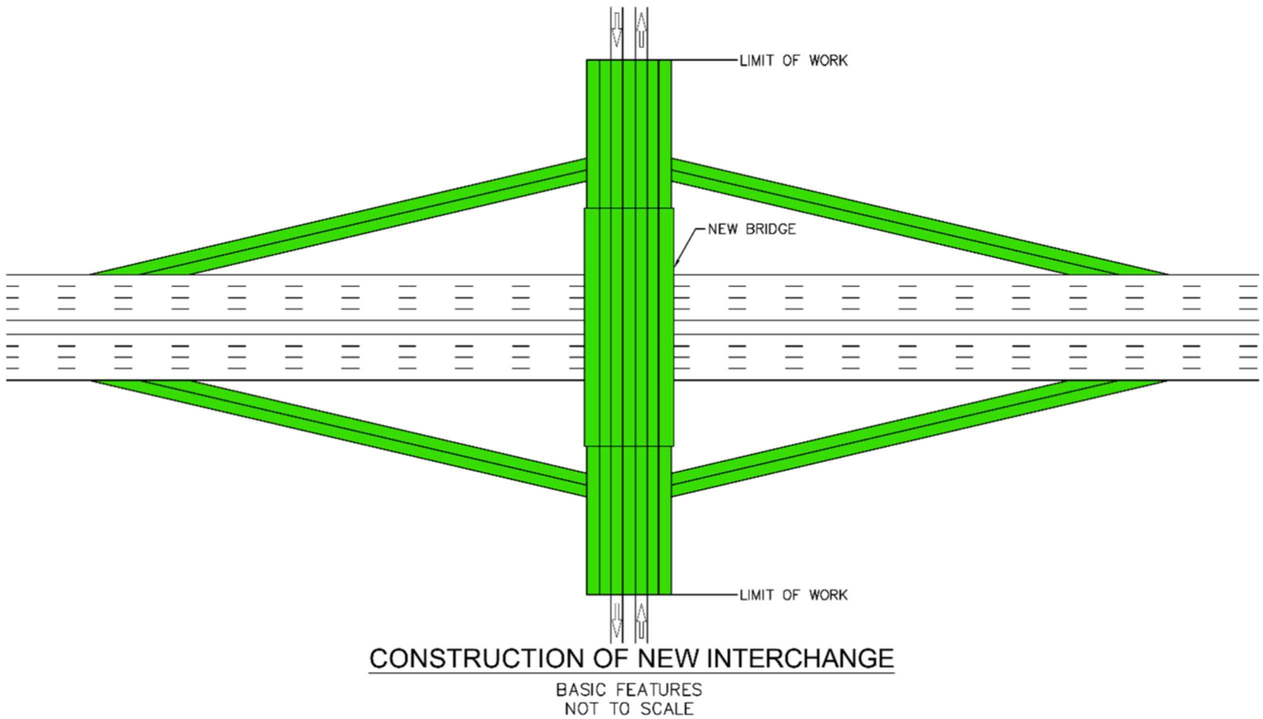


Figure 2.3 Typical Configuration – Construction of Interchange Improvements

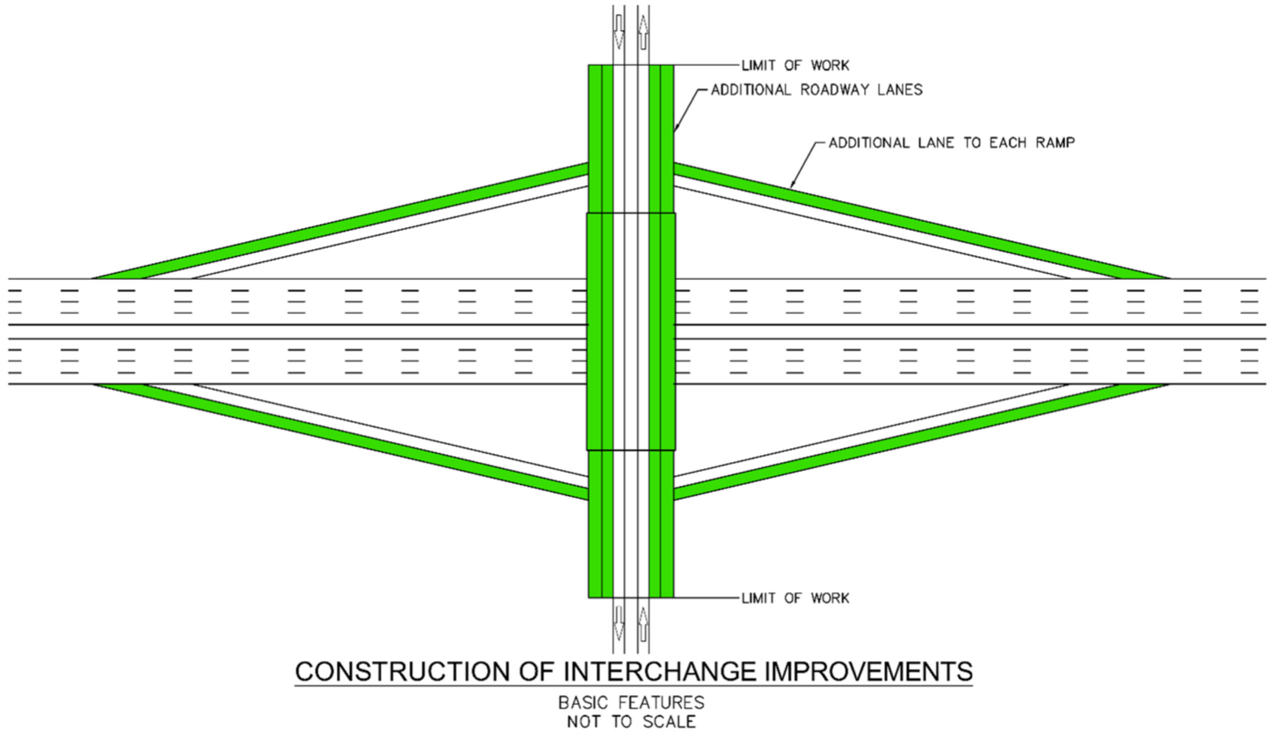


Figure 2.4 Typical Configuration – Construction of New Grade Separation

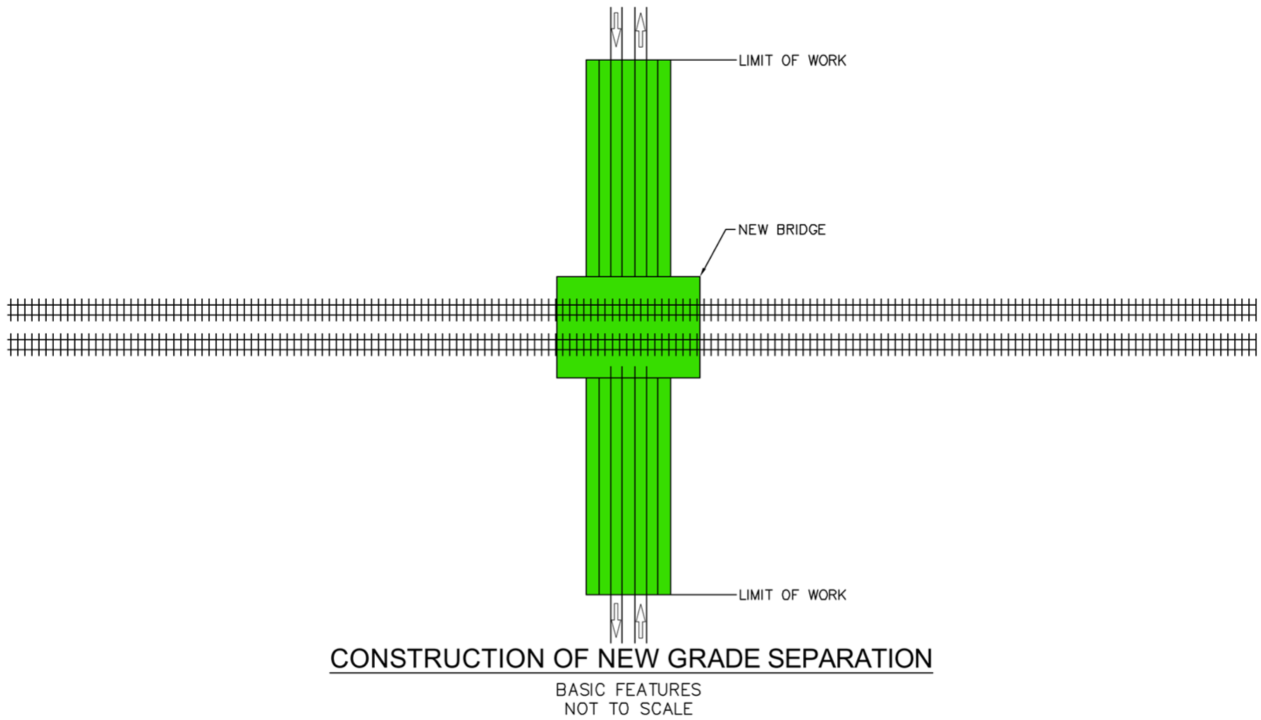


Figure 2.5 Typical Configuration – Construction of Grade Separation Improvements

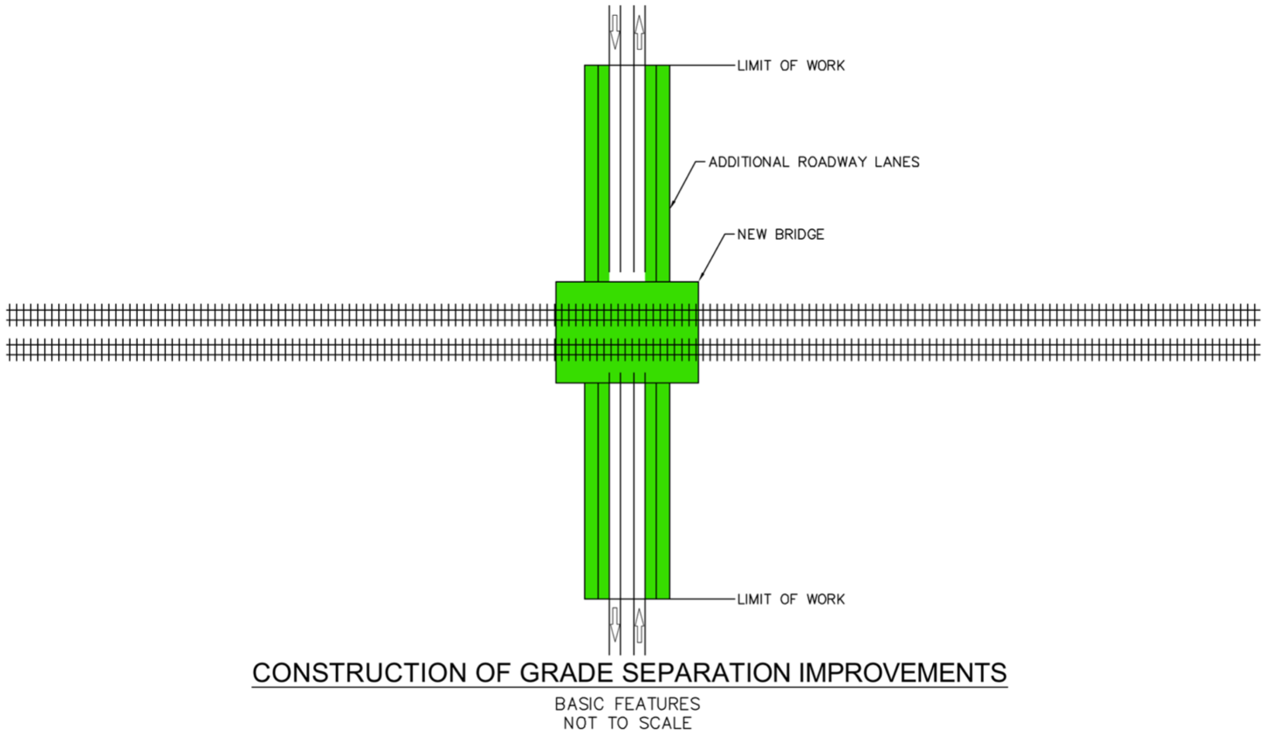


Figure 2.6 Typical Infrastructure for Intelligent Transportation Systems (ITS)

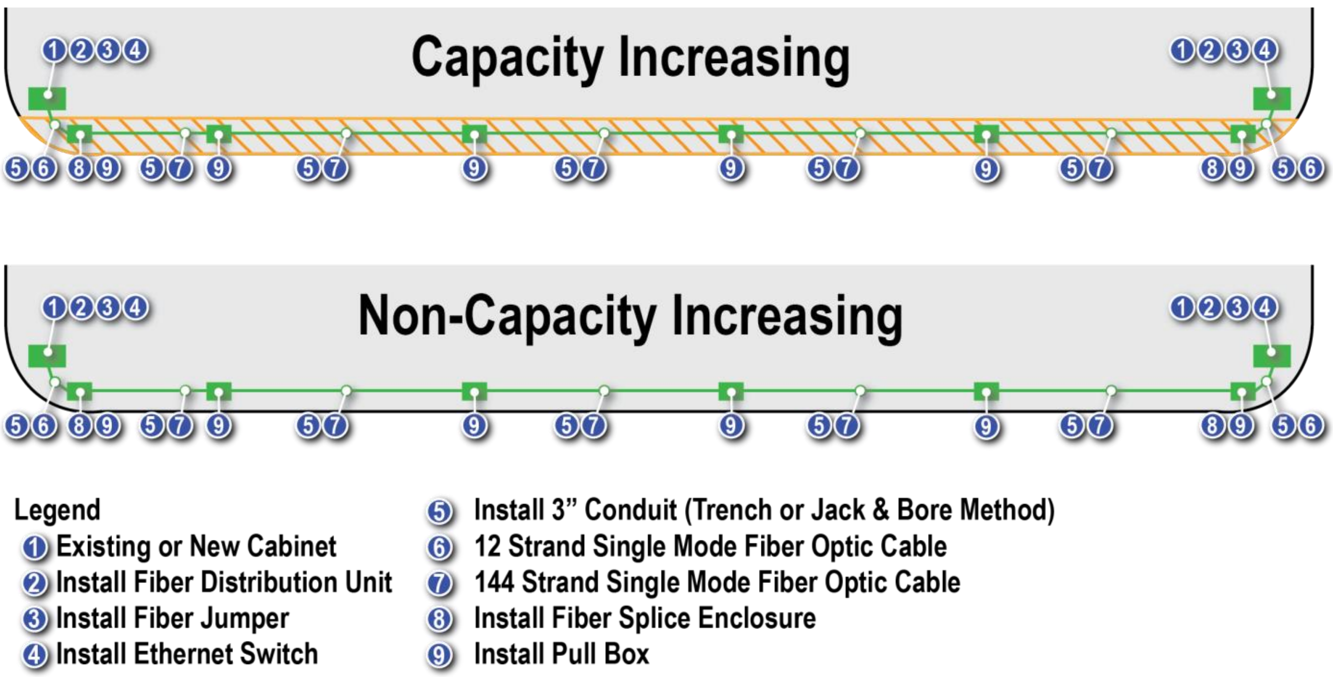


TABLE 2.2
Typical Infrastructure for Intelligent Transportation Systems (ITS)

Traffic signal cabinets and foundations	Traffic signal controllers
Fiber distribution units (FDU)	Splice enclosures
Pull boxes	Fiber optic ethernet switches, including patch cables and connectors
Fiber optic ethernet switches, including patch cables and connectors	Single mode fiber optic (SMFO) cables
Polyvinyl chloride (PVC) schedule 80 conduit	Galvanized rigid conduit

Other ITS Infrastructure specific to the corridor, as approved by WRCOG.

2.4 Eligible Project Expenses

Eligible project expenses include the following items, provided that such items are included in the scope of work approved under the reimbursement agreement between the public agency and WRCOG:

TABLE 2-3 ELIGIBLE PROJECT EXPENSES FOR TUMF REIMBURSEMENT
Public agency and/or consultant costs associated with direct project coordination and support
Funds expended in preparation of preliminary engineering studies
Funds expended in preparation of environmental review documentation for the project
All costs associated with right-of-way acquisition, legal costs for condemnation procedures if authorized by the public agency, and costs of reviewing appraisals and offers for property acquisition
Costs reasonably incurred if condemnation proceeds
Costs incurred in the preparation of plans, specifications, and estimates by the public agency or consultants
Public agency costs associated with bidding, advertising, and awarding of project contracts
Construction costs, including change orders to construction contract approved by the public agency
Construction management, field inspection and material testing costs
Any public agency administrative cost to deliver the project
Maximum reimbursed Pre-Construction Planning and Engineering work = 25% of Construction Costs
Maximum reimbursed for Construction Management (CM) work = 15% of Construction Costs
Relocation of Utilities: Where the local agency is responsible for the relocation of utilities, these relocations are eligible for reimbursement through TUMF by the local agency or developer. Where the utility company is responsible for the relocation of these utilities, this is NOT eligible for reimbursement through TUMF. As a general rule, when other agencies bear the responsibility of project improvements, then the TUMF program should not be a part of the reimbursement for the needed improvement.

2.5 Ineligible Project Types and Expenses

Ineligible project costs include the items listed below. Ineligible project costs follow the Federal Guidelines and in the Caltrans Local Assistance Procedure Manual (LAPM). These improvements are not eligible for TUMF funding and will be the responsibility of the local funding agency.

TABLE 2-4
INELIGIBLE PROJECT TYPES AND EXPENSES FOR TUMF REIMBURSEMENT

Roadway improvements more than the Typical Roadway Standard. These improvements may include, but are not limited to:

- Other aesthetic pavement types (except at interchanges and overpasses)
- Major rehabilitation or overlay of existing pavement in adjacent roadway lanes
- Sanitary sewage infrastructure
- Water systems
- Dry utilities
- Undergrounding infrastructure
- Relocation of any utility, that is determined to be at the utility company's expense, due to prior rights or agreement
- Storm drain systems in excess of draining the roadway
- Detection/retention basins outside of street right-of-way
- Excess right-of-way
- Crosswalk enhancements (e.g. in-pavement lights and HAWK Pedestrian Crosswalk Systems)

Agency staff time in excess of 15% of programmed pre-construction

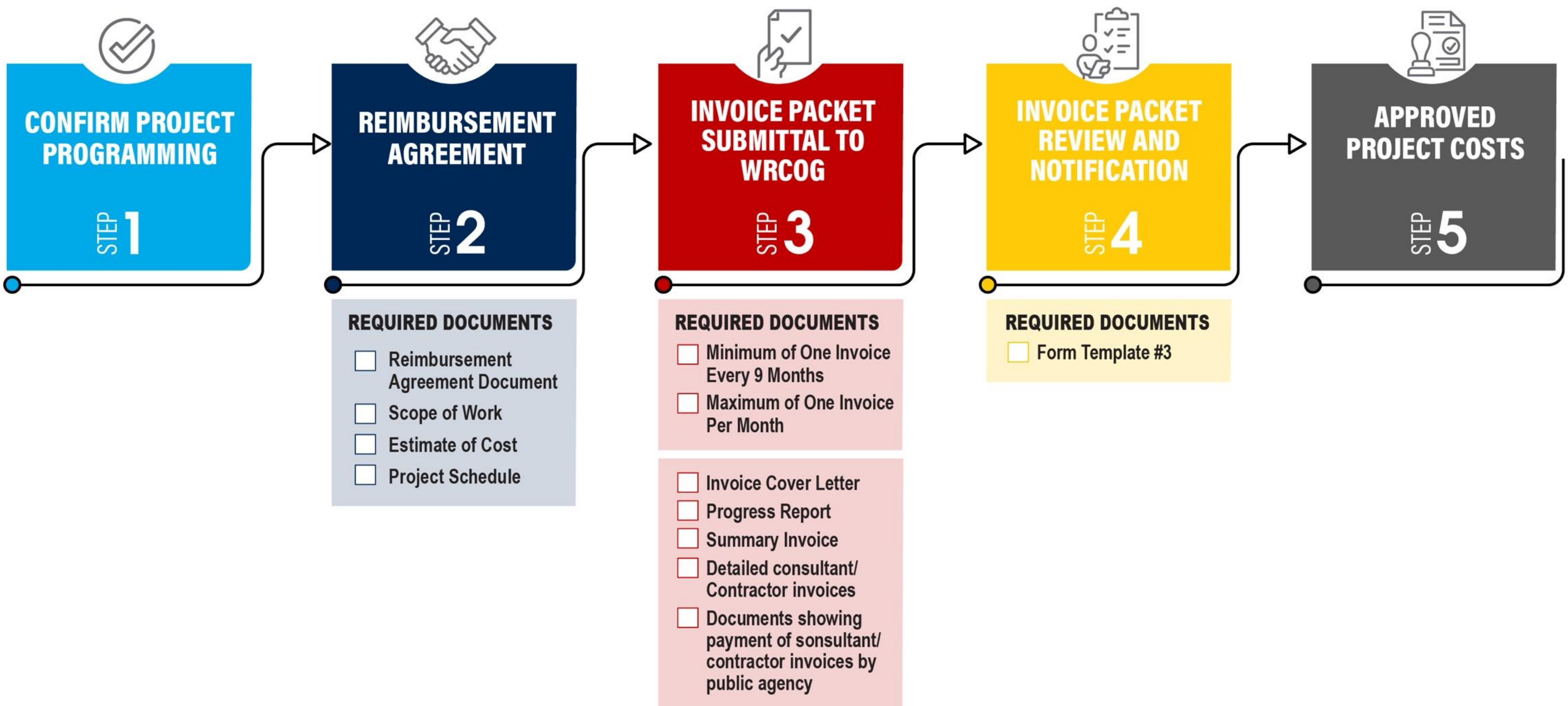
Agency staff time in excess of 15% of programmed construction

Project features/improvements that have obtained funding from other funding sources

3. PUBLIC AGENCY TUMF REIMBURSEMENTS

3. PUBLIC AGENCY TUMF REIMBURSEMENTS

Public agencies who construct TUMF facilities are eligible for reimbursement of eligible project costs equivalent to the maximum share identified in the Nexus Study or actual project cost, whichever is less. Figure 3.1, Public Agency TUMF Reimbursement Process, illustrates the TUMF reimbursement process for public agencies.


CONFIRM PROJECT PROGRAMMING
STEP 1
REIMBURSEMENT AGREEMENT
STEP 2
INVOICE PACKET SUBMITTAL TO WRCOG
STEP 3
INVOICE PACKET REVIEW AND NOTIFICATION
STEP 4
APPROVED PROJECT COSTS
STEP 5
REQUIRED DOCUMENTS
Reimbursement Agreement Document
Scope of Work
Estimate of Cost
Project Schedule
REQUIRED DOCUMENTS
Minimum of One Invoice Every 9 Months
Maximum of One Invoice Per Month
Invoice Cover Letter
Progress Report
Summary Invoice
Detailed consultant/ Contractor invoices
Documents showing payment of sonsultant/ contractor invoices by public agency
REQUIRED DOCUMENTS
Form Template #3

3.1 Obtaining a Reimbursement

The following illustrates the steps for public agency reimbursements:

STEP 1. CONFIRM PROJECT PROGRAMMING

The public agency shall confirm that the project phase is programmed in the current year of the adopted Zone Five-Year Transportation Improvement Program (TIP).

STEP 2. REIMBURSEMENT AGREEMENT WITH WRCOG

Public agencies are required to enter a reimbursement agreement with WRCOG to be eligible to receive TUMF revenue. The amount eligible for reimbursement will be based on the awarded contract but will not exceed the maximum TUMF share identified in the current TUMF Nexus Study.

A public agency is required to enter a reimbursement agreement with WRCOG at the start of a project and does not have to renew the reimbursement agreement every fiscal year unless the amount programmed for the project or project phase increases or decreases in the most recent Zone Five-Year Transportation Improvement Program.

A public agency entering a reimbursement agreement with WRCOG will need to complete and submit the following documents to WRCOG:

Reimbursement Agreement Document – Document template provided as Attachment A in Section 6, Checklists and Forms.

Scope of Work – Provide descriptions of major tasks to complete the project. This document should indicate any project phasing and key project milestones.

Estimate of Cost – Provide an estimate of total project costs. This document should include an estimate of Local Match Contribution per requirements of the TUMF program.

Project Schedule – Provide an estimated timeline to complete key tasks identified in the Scope of Work. This document should include dates for project milestones.

STEP 3. REIMBURSEMENT INVOICING AND REPORTING BY PUBLIC AGENCY

Invoices and Progress Reports

Invoices should be submitted to WRCOG during the fiscal year at a:

- o Minimum of one (1) invoice every 9 months; and
- o Maximum of one (1) invoice per month

Each invoice packet sent to WRCOG shall include the following (Refer to Section 6, Checklist and Forms, for Checklist 3 and model form templates):

- o Quarterly Progress Report (Attachment G: Form Template 2)
- o Quarterly Invoice (Attachment H: Form Template 3)
- o Detailed consultant/contractor invoices
- o Documents showing payment of consultant/contractor invoices by public agency

Invoice Submittal

Credit reimbursement agreements shall be submitted electronically to WRCOG.

A notice will be sent from WRCOG confirming receipt.

STEP 4. REVIEW BY WRCOG

Upon receipt of an invoice packet, WRCOG will review and provide a written notification following Attachment H: Form Template 3 in Section 6, Checklists and Forms, to the public agency stating:

a. Approved Project Costs;

b. Rejected Project Costs: Project costs that do not comply with the TUMF Program. WRCOG will provide reasons why specific project costs were not approved

STEP 5. APPROVED/REJECTED PROJECT COSTS

Upon approval of the invoice, WRCOG will initiate the payment process for the approved amount to the public agency.

3.2 Obligation of TUMF Funds

Funding for a project programmed on a Zone Five-Year TIP is not considered obligated by WRCOG until certain steps outlined below have been completed by the public agency:

a. Ensure that funding for the project phase is programmed in the current year of an adopted Five-Year TIP.

b. Ensure that there is a signed (executed) reimbursement agreement that matches the funding amount with the funding amount of the project phase in the adopted Five-Year TIP.

c. At the time of submitting the first invoice, the public agency will be required to submit all necessary supporting documentation (not previously submitted) in accordance with the provisions of the reimbursement agreement.

If the first invoice has not been submitted to WRCOG within one year after execution of the reimbursement agreement, there will be a review of the project status. Based on the review of the project status, WRCOG will either:

a. Extend the fund obligation for up to an additional nine (9) months so the project sponsor can demonstrate a realistic expectation that the project work will commence and a first invoice is submitted within that time frame; or

b. De-obligate the funds

4. DEVELOPER TUMF CREDITS

4. DEVELOPER TUMF CREDITS

Per the TUMF Program, developers proposing certain types of development within WRCOG member agencies are required to pay TUMF fees as outlined in the TUMF Nexus Study. These fees represent the developer's "TUMF obligation." Through the TUMF Program, developers may qualify for credits against their TUMF obligation. Developers may be eligible to earn TUMF credit for the following:

- Construction of TUMF improvements identified on the Regional System of Highways and Arterials (RSHA) Network;
- Right-of-Way (ROW) dedication for RSHA improvements; and
- Monetary contributions to construct TUMF improvements.

Figure 4.1 – 4.3 and **Sections 4.1 – 4.3** illustrate and summarize the separate processes for obtaining TUMF credits.

Figure 4.1: Credit for Construction of TUMF Improvements Process

4.1 Credit for Construction of TUMF Improvements

For construction of TUMF improvements as identified on the RSHA Network, developers are entitled to a TUMF credit of up to 100% of the TUMF obligation fee, not to exceed the maximum TUMF share. TUMF credit shall be determined based on approved improvement plans and after conditions of approval have been determined.

The following are the typical steps to obtain TUMF credits for the construction of TUMF improvements:

Step 1. Determine if Improvements Qualify for TUMF Credits

The public agency shall confirm that construction of TUMF improvements are identified in the RSHA Network.

Step 2. Enter Credit Agreement with Public Agency

Developers are required to enter into a Credit Agreement for Construction of TUMF Improvements with the public agency to be eligible to receive TUMF credits. A model Credit/Reimbursement Master Agreement document template is provided in **Section 6, Checklists and Forms.**

Step 3. Submit Credit Agreement to WRCOG

The public agency shall submit the Credit Agreement for Construction of TUMF Improvements to WRCOG for approval. Credit Reimbursement Agreements shall be submitted electronically to WRCOG.

Step 4. Review by WRCOG

Upon receipt of a Credit Reimbursement Agreement, WRCOG will review and provide a written notification to the public agency, either:

a. **Approved:** The agreement complies with the TUMF Program; or

b. **Denied:** The agreement does not comply with the TUMF Program.
WRCOG will provide reasons that the agreement does not comply. In the event WRCOG denies the credit agreement, the public agency may revise and resubmit the credit agreement for approval.

Step 5. Prior to Construction: Submit Items on Checklist 1

The developer will initiate project delivery of TUMF improvements by preparing a bid package per the public agency's requirements. Prior to construction of TUMF improvements, the developer is required to submit the items listed on **Checklist 1** (found in **Section 6, Checklists and Forms**) to the public agency. The public agency will make Checklist items available to WRCOG upon request.

Step 6. After Construction: Submit Items on Checklist 2

After TUMF improvements have been constructed, the developer is required to submit the items listed on **Checklist 2** (found in **Section 6, Checklists and Forms**) to initiate the construction cost verification process to the public agency.

Step 7. Review by Public Agency

Upon receipt of items listed on **Checklist 2**, the public agency will

Verify eligible construction costs
Determine the TUMF credit amount to be applied toward the project:

- Credit amount as agreed upon in the project's original Master Credit/Reimbursement Agreement approved by WRCOG or actual eligible construction cost: whichever is less
- Provide a written notice determining:
- TUMF credit amount to be applied towards the project to offset the
- TUMF obligation and
- If the TUMF credit exceeds the TUMF obligation.

Step 8. Determine TUMF Credit and TUMF Obligation

TUMF Credit Exceeds TUMF Obligation

If the TUMF credit amount exceeds the TUMF obligation for the project, the project will be deemed to have completely satisfied its TUMF obligation and the developer may apply for reimbursement as discussed in **Section 5, Developer TUMF Reimbursement**.

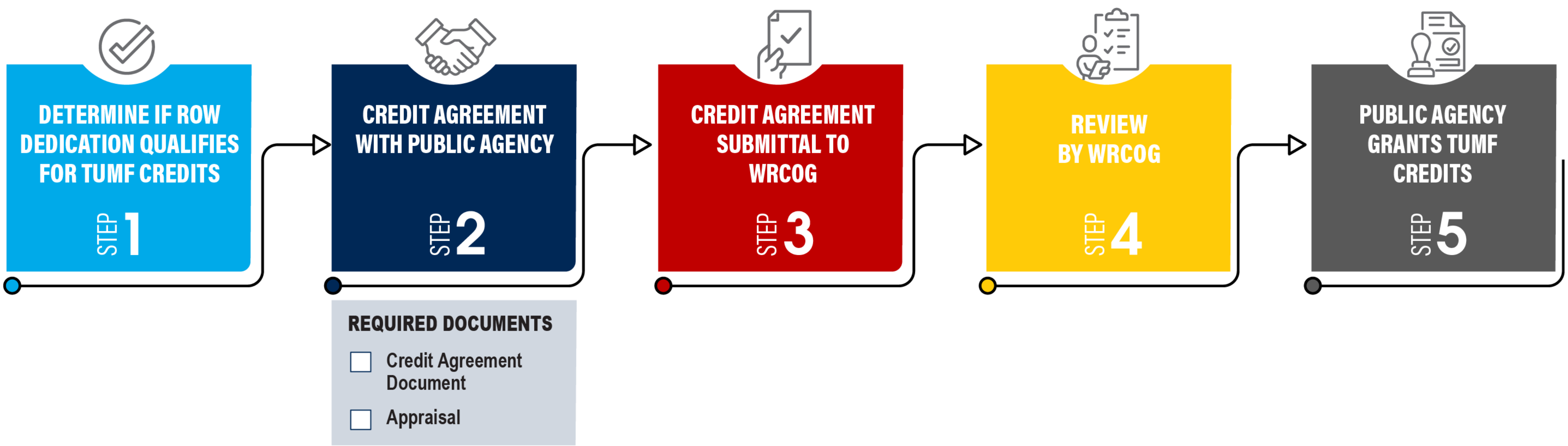
TUMF Obligation Exceeds TUMF Credit

If the TUMF obligation exceeds the TUMF credit amount for the project, the amount of the difference is the TUMF balance owed by the developer. The developer shall pay the TUMF balance to the public agency to fully satisfy the TUMF obligation for the project.

Step 9. Project Closeout

After the TUMF obligation for the project has been met, the public agency is required to submit the items listed on **Checklist 4** (found in **Section 6, Checklists and Forms**) to WRCOG to verify project completion and TUMF obligation.

Figure 4.2: Credit for Right-of-Way Dedication Process



4.2 Credit for Right-of-Way Dedication

A developer may receive TUMF credits for Right-of-Way (ROW) dedications. The ROW dedications that may be eligible for TUMF credits are required to be:

- ROW dedications for RSHA improvements; and
- ROW dedications not part of construction projects.

The following are the typical steps to obtain TUMF Credits for Right-of-Way Dedication:

Step 1. Determine if ROW Dedication Qualifies for TUMF Credits

The public agency shall confirm that the ROW dedication is identified in the TUMF Nexus Study.

Step 2. Credit Agreement with Public Agency

The developer is required to enter into an WRCOG - approved Credit Agreement for ROW Dedication with the public agency to be eligible to receive TUMF credits. A model Credit/Reimbursement Master Agreement document template is provided in **Section 6, Checklists and Forms**. Each Credit Agreement for ROW Dedication shall include the following:

- Credit Agreement for ROW Dedication between developer and public agency; and
- Appraisal

Appraisals

An appraisal is required as part of the Credit Agreement and will be determined using one of the following methods:

- The developer provides to the public agency a current appraisal (no more than two years old), of the ROW to be dedicated. The public agency reviews it and determines if the appraisal is valid and acceptable; or
- The developer accepts the appraisal of the public agency.
- The appraisal will determine the value of the ROW being dedicated and the amount eligible for credit, but will not exceed the maximum share of credits available for ROW dedication as identified in the current WRCOG TUMF Nexus Study.

Step 3. Credit Agreement Submittal to WRCOG

The public agency shall submit the Credit Agreement to WRCOG for approval in accordance to the following:

Credit agreements shall be submitted electronically to WRCOG.

A notice will be sent from WRCOG confirming receipt.

Step 4. Review by WRCOG

Upon receipt of the Credit Agreement, WRCOG will review and provide a written notification to the public agency within 20 days stating:

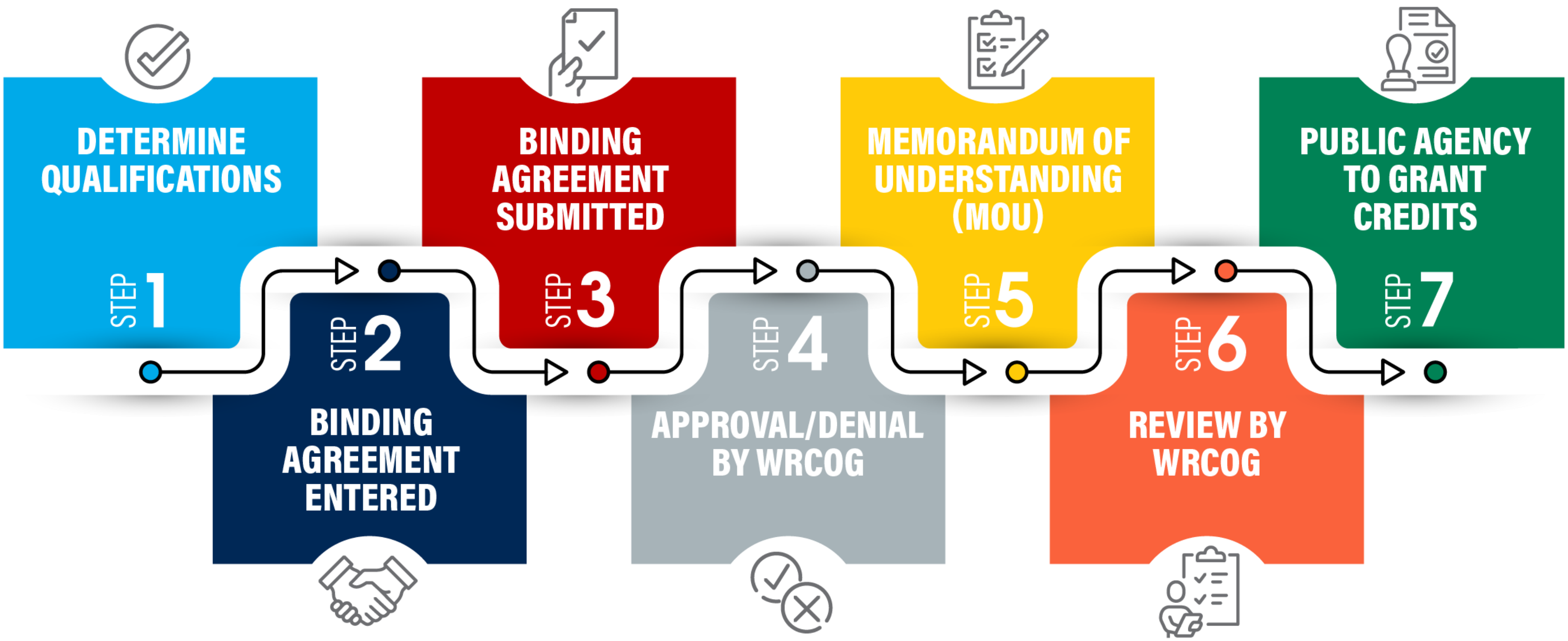
a. **Approved:** The agreement complies with the TUMF Program; or

b. **Denied:** The agreement does not comply with the TUMF Program.
WRCOG will provide reasons agreement does not comply. Denied Credit Agreement In the event WRCOG denies the credit agreement, the public agency may revise and resubmit the credit agreement for approval.

Step 5. Public Agency Grants TUMF Credits

Upon approval of the Credit Agreement, the public agency will initiate the process to issue to the developer TUMF credits against the TUMF obligation paid by the developer.

Figure 4.3: Credit for Monetary Contributions Process



4.3 Credit for Monetary Contributions

For monetary contributions from developers to fund improvements, developers are entitled to a TUMF credit up to 100% of the TUMF obligation, not to exceed the maximum TUMF share as identified in the TUMF Nexus Study.

Provisions for Monetary Contributions

The following provisions apply to the public agency responsible for the monetary contribution:

- The public agency shall be responsible for construction of the improvement for which funding is provided by the developer;
- Improvements for which funding is provided shall not be eligible for TUMF Program prioritization or funding;
- In the event that not all funds contributed by a developer are spent within 3-years of contribution, the public agency shall remit any unspent funds received from the developer to WRCOG. The 3-year term may be extended by action of the WRCOG Executive Committee upon request of the public agency.

The following are the steps to obtain TUMF Credits for Monetary Contributions:

Step 1. Determine if Monetary Contribution Qualifies for TUMF Credits

The public agency shall confirm that the improvement is identified in the TUMF Nexus Study. A developer may receive TUMF credit for monetary contributions funding one of the following types of improvements:

- A Regionally Significant Transportation Improvement, defined as those facilities that typically propose to have six lanes at build-out and extend between multiple jurisdictions, or a discrete useable segment thereof, as determined by WRCOG;
- Any Type 1, 2, or 3 interchange on an interstate or state highway;
- Any railroad crossing with an estimated construction cost of more than
- $10,000,000; and
- Any bridge located on a regionally significant arterial, defined as those facilities that typically propose to have six lanes at build out and extend multiple jurisdictions, or a discrete useable segment thereof, as determined by WRCOG.

Step 2. Binding Agreement with Public Agency

The developer is required to enter into a Binding Agreement for Monetary Contributions with the public agency obligating the developer to provide the funding and to be eligible to receive TUMF Credits.

Step 3. Binding Agreement Submittal to WRCOG

The public agency shall submit the executed Binding Agreement to WRCOG for approval in accordance to the following:

- Binding agreements shall be submitted electronically to WRCOG.

A notice will be sent from WRCOG confirming receipt.

Step 4. Review by WRCOG

Upon receipt of a Binding Agreement, WRCOG will review and provide a written notification to the public agency within stating:

a. **Approved:** The agreement complies with the TUMF Program; or

b. **Denied:** The agreement does not comply with the TUMF Program.
WRCOG will provide reasons agreement does not comply. Denied Credit Agreement In the event WRCOG denies the binding agreement, the public agency may revise and resubmit the binding agreement for approval.

Step 5. Memorandum of Understanding (MOU) with WRCOG

The public agency shall enter a MOU with WRCOG and provide information, as requested by WRCOG, to account for the credit and provide an explanation of why the improvement to be funded with the monetary contribution cannot be constructed by the developer.

Step 6. Approval from WRCOG Executive Director

Upon receipt of the MOU, the WRCOG Executive Director will review and provide a written approval of the MOU. The Executive Director is encouraged to consult with the WRCOG Public Works Committee before approving the award of credit.

In the event the WRCOG Executive Director rejects the MOU, the public agency may revise and resubmit for approval.

Step 7. Public Agency to Grant Credits

Upon approval of the MOU, the public agency will award the construction contract for the TUMF improvement for which the funding is contributed. Credit will only be granted to a developer after the public agency has awarded a construct contract for the improvement for which the funding is contributed has been awarded. Credits will be granted to the developer after the construction contract has been awarded.

4.4 Provisions for Developers Use of Credit

The following additional provisions apply to developers use of credits granted through the TUMF Program: All TUMF credits shall be used first by the developer to offset the TUMF obligation for the project. Credits may not be transferred or sold to other development projects, unless:

- The property to which the credits are being transferred or sold is contiguous to the same TUMF
- facility and owned and conditioned for improvement by the same developer; and
- The transfer is approved by WRCOG in writing.

WRCOG may place conditions on the use, transfer, or sale of credits in order to maintain the integrity of the TUMF program. In some cases, a public agency may be required to acknowledge that the property is one contiguous project.

Developers must exhaust all credits before they are eligible for reimbursements. Any reimbursement shall be made only in accordance with a reimbursement agreement as discussed in **Section 5, Developer TUMF Reimbursements.**

4.5 Provisions for Public Agencies Use of Credits

The following additional provisions apply to public agencies use of credits granted through the TUMF Program:

- Each public agency shall be responsible for the administration of TUMF credit agreements.
- Each public agency shall transmit all TUMF credit agreements to WRCOG within 60 days of execution by that public agency.
- A public agency may not allow a developer to pay the TUMF obligation fees before entering into a credit agreement with the expectation of receiving a refund.
- Any improvement made to the RSHA that is obligated through an existing fee district (prior to June 1, 2003 shall not be eligible for TUMF credit.
- Should it be determined that a public agency granted credits exceeding the maximum TUMF credit, that public agency shall provide WRCOG payment in the amount equal to the excess credit amount.
- Any project that is exempt from the fee is not entitled to fee credits or reimbursement. Annual review of all credit agreements with member agencies every three (3) months.

4.6 New Financing Districts and Bond Issues

The local jurisdiction shall compare facilities in local fee programs against the RSHA and eliminate any overlap in its local fee program.

A financing district is defined as a community facilities district, a local road and bridge district, or an assessment district. For a financing district created or bonds or other evidence of indebtedness issued on or after June 1, 2003, the local jurisdiction may allow a property owner, in lieu of the payment of TUMF to participate in such a financing district and receive credit against the TUMF obligation if the district is funding the following facilities:

- A Regionally Significant Transportation Improvement – facilities that typically are proposed to have six lanes at build out and extend between multiple jurisdictions, or discrete useable segment thereof, as determined by WRCOG;
- Any Type 1, 2, or 3 Interchange or an Interstate or State Highway;
- Any Railroad Crossing with an estimated construction cost of more than ten million dollars ($10,000,000); and
- Any Bridge located on a regionally significant arterial as defined above.

4.6.1. Credit in Lieu of TUMF Payment

A. Prior to and in lieu of payment of TUMF under other funding programs, the local jurisdiction must do all of the following:

1) Sell bonds within 3 years in an amount sufficient to construct the improvement for which the financing district is created;

2) Receive written approval from the WRCOG Executive Director, or designee; and

3) In the event that a local jurisdiction is unable to satisfy the requirements described in note 1, above, the local jurisdiction may still excuse the payment of bonds if the local jurisdiction enters into an agreement with WRCOG in which it commits to pay the full amount of any excused Fee, plus interest at the average rate earned by WRCOG over the past twelve months, in the event that the bonds may be extended up to an additional 5 years with the approval of the WRCOG Executive Committee.

B. If a local jurisdiction proposed to issue a credit in lieu of requiring the payment of TUMF as provided in this section, then the jurisdiction shall enter into an MOU with WRCOG and provide reasonable information to account for the credit.

C. If credit is issued in lieu of requiring the payment of TUMF as provided in this section, then the jurisdiction shall be responsible for construction of the improvements and those improvements shall not be eligible for TUMF Program prioritization or funding.

D. Any dispute regarding the implementation of this section may be appealed by the local jurisdiction to the WRCOG Executive Committee for a final determination.

E. Where there is an existing financing district or an existing fee program established prior to June 1, 2003, with bonded indebtedness, then the local jurisdiction may credit payment of the TUMF for that portion of the facility identified in both programs. Notwithstanding the previous sentence, a local jurisdiction shall not issue a TUMF credit for any facilities for which bonds have been issued after February 4, 2008, regardless of when the financing district was first created.

This section is not intended to impact the administration of credits as included in this manual.

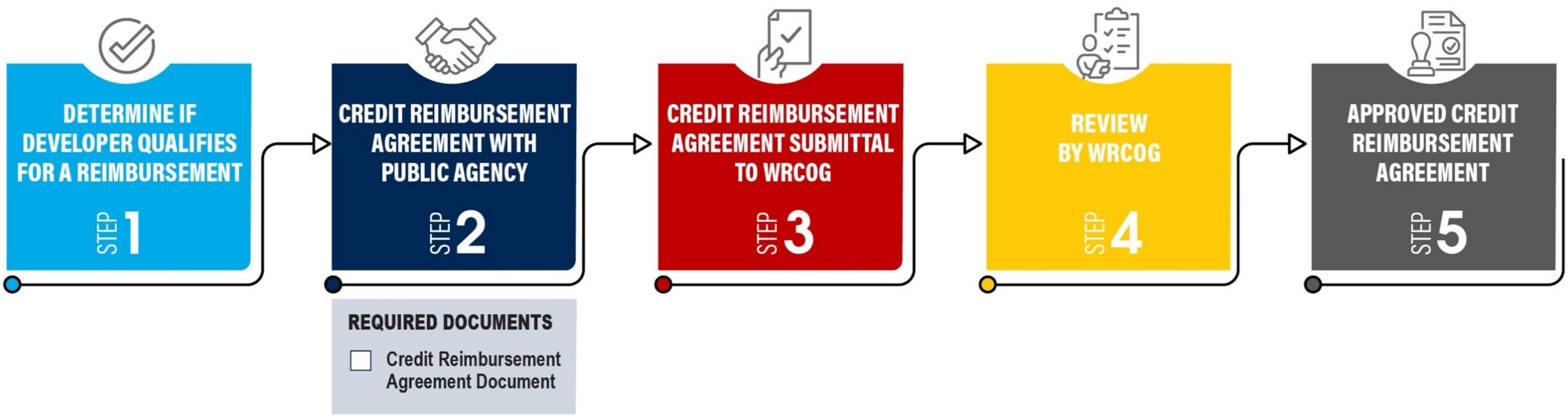
5. DEVELOPER TUMF REIMBURSEMENTS

5. DEVELOPER TUMF REIMBURSEMENTS

Developers may be eligible for reimbursement for the construction of TUMF facilities in certain instances. If a developer constructs TUMF improvements that cost more than the TUMF obligation, the developer may be reimbursed for the actual project costs that exceed the TUMF obligation. Reimbursements shall be made through an agreement between the developer and the public agency, and contingent upon funds being available.

In all cases, reimbursements under such agreements be programmed in the Zone Five-Year Transportation Improvement Program adopted annually by WRCOG for all approved TUMF improvements. **Figure 5.1, Developer TUMF Reimbursement Process**, illustrates the typical TUMF reimbursement process for developers.

Figure 5.1: Developer TUMF Reimbursement Process



5.1 Obtaining a Reimbursement

The following illustrates the steps for developer reimbursements:

STEP 1. DETERMINE IF DEVELOPER QUALIFIES FOR A REIMBURSEMENT

The developer may enter into a reimbursement agreement with the jurisdiction to reimburse the developer/owner for the direct and verifiable costs of constructing improvements to the Regional System of Highways and Arterials (RSHA) when all of the following conditions have been met:

- ✓ All available credits have been exhausted;
- ✓ The improvements received prior approval from the jurisdiction and
- ✓ WRCOG based on review of the TUMF project priority list; and
- ✓ The jurisdiction and WRCOG have reviewed and approved the scope of the project to be constructed.
- ✓ In no event, shall the developer be reimbursed for improvements to the RSHA in excess of the most current approved Maximum TUMF Share for the facility on the TUMF network at the time that the Credit Reimbursement Agreement is executed.

STEP 2. CREDIT REIMBURSEMENT AGREEMENT WITH PUBLIC AGENCY

The developer is required to enter into a Credit Reimbursement Agreement with the Public Agency to be eligible to receive a reimbursement. A model Credit/Reimbursement Master Agreement document template is provided in Section 6, Checklists and Forms.

STEP 3. CREDIT REIMBURSEMENT AGREEMENT SUBMITTAL TO WRCOG

The public agency shall submit the Credit Reimbursement Agreement to WRCOG for review in accordance with the following:

- Credit reimbursement agreements shall be submitted electronically to WRCOG.
- A notice will be sent from WRCOG confirming receipt.

STEP 4. REVIEW BY WRCOG

Upon receipt of a Credit Reimbursement Agreement, WRCOG will review and provide a written notification to the public agency stating:

a. **Approved:** The agreement complies with the TUMF Program; or

b. **Denied:** The agreement does not comply with the TUMF Program. WRCOG will provide reasons agreement does not comply. Denied Credit Reimbursement Agreement In the event WRCOG denies the credit reimbursement agreement, the public agency may revise and resubmit the credit reimbursement agreement for approval.

STEP 5. APPROVED CREDIT REIMBURSEMENT AGREEMENT

Upon approval of the Credit Reimbursement Agreement, the public agency will initiate the payment process for the approved amount to the developer.

5.2 Provisions

The following additional provisions apply to reimbursements granted through the TUMF Program. TUMF Reimbursements shall be in accordance with the following:

A development that is exempt from paying the TUMF is not eligible for reimbursement.

6. CHECKLIST AND FORMS

6. CHECKLISTS AND FORMS

The following Checklists and Forms are provided as model form templates:

- WRCOG TUMF Public Agency Reimbursement Agreement **(Attachment A)***
- WRCOG TUMF Developer Credit and Reimbursement Master Agreement **(Attachment B)***
- Checklist 1: Developer Credit Agreement to Construct TUMF Improvements – List of Documents and Requirements Prior to Construction of TUMF Improvements **(Attachment C)**
- Checklist 2: Developer Credit Agreement to Construct TUMF Improvements – List of Documents and Requirements to Initiate Construction Cost Verification Process **(Attachment D)**
- Checklist 3: Public Agency Reimbursement – Invoice Packet Forms List **(Attachment E)**
- Form Template 1 and 2: Invoice Cover Letter (MS Word) **(Attachment F)**
- Form Template 3: Progress Report (MS Word) **(Attachment G)**
- Checklist 4: Developer Construction Credit Closeout – List of Documents and Requirements for Project Closeout **(Attachment I)**

*** Latest versions found at https://wrcog.us/199/Administration-Fees***

ATTACHMENT A

WRCOG TUMF Public Agency Reimbursement Agreement

Latest versions found at found at https://wrcog.us/199/Administration-Fees

ATTACHMENT B

WRCOG TUMF Developer Credit and Reimbursement Master Agreement

Latest versions found at found at https://wrcog.us/199/Administration-Fees

ATTACHMENT C

Checklist 1: Developer Credit Agreement to Construct TUMF Improvements

List of Documents and Requirements Prior to Construction of TUMF Improvements

Latest versions found at found at https://wrcog.us/199/Administration-Fees

Checklist 1

Developer Credit Agreement to Construct TUMF Improvements

List of Documents and Requirements Prior to Construction of TUMF Improvements

DEVELOPER must provide the following:

1) Bid package prepared per bidding processes and requirements of Public Agency public works department

2) Copies of plans, cost estimate, specifications, and contract documents showing that contractor will pay prevailing wages and comply with applicable provisions of the Labor Code, Governments Code, and Public Contract Code relating to Public Works Projects

3) Copies of the contract(s) for the construction of TUMF improvements awarded to the lower responsible bidder(s) for the construction of such facilities in accordance with the public agency's requirements and guidelines

4) Copies of contractor(s) proof of insurance coverage throughout the duration of construction

5) Copy of Surety Bond, Letter of Credit, or other form of security permitted under the Credit Agreement and acceptable to the Public Agency and WRCOG

ATTACHMENT D

Checklist 2: Developer Credit Agreement to Construct TUMF Improvements

List of Documents and Requirements to Initiate Construction Cost Verification Process

Checklist 2

Developer Credit Agreement to Construct TUMF Improvements

List of Documents and Requirements to Initiate Construction Cost Verification Process

DEVELOPER must provide the following:

1) Complete construction by DEVELOPER of all TUMF Improvements in accordance with the approved Plans and Specifications

2) Satisfaction by DEVELOPER of the PUBLIC AGENCY's inspection punch list for constructed TUMF improvements

3) Final inspection release letter from PUBLIC AGENCY to DEVELOPER after final inspection and approval of completed TUMF improvements

4) Notice of Completion with respect to the TUMF Improvements pursuant to Section 3093 of the Civil Code filed by PUBLIC AGENCY at the County Recorder's Office; PUBLIC AGENCY should submit a copy of the Notice of Completion to WRCOG

5) DEVELOPER should submit copies of the As-Built plans for the TUMF improvements to the PUBLIC AGENCY

6) DEVELOPER should submit copies of all permits or agreements that may have been required by various resource/regulatory agencies for construction, operation, and maintenance of any TUMF Improvements to the PUBLIC AGENCY

7) DEVELOPER should submit a documentation package to the PUBLIC AGENCY to determine the final cost of the TUMF Improvements, which shall include, at a minimum, the following documents related to the TUMF Improvements:

   - Plans, specifications, and DEVELOPER's Civil Engineer's cost estimates; or Engineer's Report showing the cost estimates
   - Contracts/agreements, insurance certificates and change orders with each vendor or contractor
   - Invoices from all vendors and service providers
   - Copies of cancelled checks, front and back, for payments made to contractors, vendors, and service providers
   - Final lien releases from each contractor and vendor (unconditional waiver and release)
   - Certified contract workers' payroll for PUBLIC AGENCY verification of compliance with prevailing wages
   - A total cost summary, in spreadsheet (MS Excel), showing a breakdown of the total costs incurred; the summary should include for each item claimed, the check number, cost, invoice numbers, and name of payee

ATTACHMENT E

Checklist 3: Public Agency Reimbursement Invoice Packet Forms List

Checklist 3

Public Agency Reimbursement

Invoice Packing Forms List

1) Invoice Cover Letter (FORM TEMPLATE 1 AND 2)
2) Progress Report (FORM TEMPLATE 3)
3) Detailed Consultant/Contractor Invoices
4) Documents Showing Payment of Consultant/Contractor Invoices by Public Agency

ATTACHMENT F

Form Template 1 and 2:
Invoice Cover Letter

Form Template 1

Sample Cover Letter to WRCOG

Date

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

Re: Project Title - Invoice #_

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

Invoice period covered is from___Month/Date/Year__to___Month/Date/Year__.

Total Authorized Agreement Amount:	$0,000,000.00
Total Invoiced to Date:	$0,000,000.00
Total Previously Invoiced:	$0,000,000.00
Balance Remaining:	$0,000,000.00
Amount due this Invoice:	$0,000,000.00
	===========

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

By: ________________________________
Name
Title

cc:

Form Template 2

Sample Cover 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

ATTACHMENT G

Form Template 3:
Progress Report

Form Template 3

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 H

Checklist 4: Developer Construction Credit Closeout – List of Documents and Requirements for Project Closeout

Checklist 4

Developer Credit Agreement to Construct TUMF Improvements

List of Documents and Requirements for Project Closeout

DEVELOPER must provide the following:

All Items provided in both **Checklist 1** and **Checklist 2** including:

- Final inspection release letter from PUBLIC AGENCY to DEVELOPER after final inspection and approval of completed TUMF improvements
- Notice of Completion with respect to the TUMF Improvements pursuant to Section 3093 of the Civil Code filed by PUBLIC AGENCY at the County Recorder's Office
- As-Built plans for the TUMF improvements

Public Agency to provide documents originally provided by DEVELOPER to determine the final cost of the TUMF Improvements, which shall include, at a minimum, the following documents related to the TUMF Improvements:

- Plans, specifications, and DEVELOPER's Civil Engineer's cost estimates; or Engineer's Report showing the cost estimates
- Contracts/agreements, insurance certificates and change orders with each vendor or contractor
- Invoices from all vendors and service providers
- Copies of cancelled checks, front and back, for payments made to contractors, vendors, and service providers
- Final lien releases from each contractor and vendor (unconditional waiver and release)
- Certified contract workers' payroll for PUBLIC AGENCY verification of compliance with prevailing wages
- A total cost summary, in spreadsheet (MS Excel), showing a breakdown of the total costs incurred; the summary should include for each item claimed, the check number, cost, invoice numbers, and name of payee

Original Executed Master Credit Agreement Approved by WRCOG

Project Invoices

Final Project Construction Cost

7. FREQUENTLY ASKED QUESTIONS (FAQ)

7. FREQUENTLY ASKED QUESTIONS (FAQ)

1. What is WRCOG's TUMF Program?

WRCOG's Transportation Uniform Mitigation Fee (TUMF) Program is a regional fee program designed to provide transportation and transit infrastructure that mitigates the impact of new growth in Western Riverside County. Each of WRCOG's member jurisdictions and the March JPA participates in the TUMF Program through an adopted ordinance, collects fees from new development, and remits the fees to WRCOG. As administrator of the TUMF Program, WRCOG allocates TUMF funds to the Riverside County Transportation Commission (RCTC), the Riverside Transit Agency (RTA), the Western Riverside Regional Conservation Authority (RCA), and groupings of jurisdictions—referred to as TUMF zones. Collected fees are used for planning, engineering, right-of-way acquisition, and construction of eligible TUMF facilities and acquisition of open space.

2. How are TUMF fees determined?

In order for a fee program like TUMF to be established, State law requires that a "Nexus Study" be prepared to establish the relationship between new growth and transportation improvements needed to mitigate traffic impacts. The most recent Nexus Study for the TUMF Program was adopted by the Executive Committee of the Western Riverside Council of Governments (WRCOG) in September 2024. Fees are set based on the impacts that different land use vehicle trips generate.

3. How can I estimate TUMF fees for a development project?

The WRCOG TUMF fee calculator tool allows stakeholders to input project-specific information and receive fee obligation estimates for development projects.

The Fee Calculation Handbook can also assist in the calculation.

4. Are there exemptions to the TUMF fees?

Yes, several development types are exempt from the TUMF, such as: low income residential housing, government and public buildings, public and private schools (K-12 not for profit), rehabilitation or reuse of an existing building, development agreements prior to July 2003, and the sanctuary building of church or house of worship, to name a few.

5. Where can I find the current TUMF fees?

The current TUMF fee schedule can be found on WRCOG's website (https://wrcog.us/199/Administration-Fees), and in the TUMF Nexus Study.

6. What is the TUMF Network?

The TUMF Network is the system of roadways that serve inter-community trips within Western Riverside County. The TUMF Network (also known as the Western Riverside County Regional System of Highways and Arterials) represents the extents of the network of highways and roadways that are eligible for TUMF funded improvements.

7. What is the Maximum TUMF Share?

The Maximum TUMF Share is the maximum amount of a project's total cost that is eligible for funding through the TUMF Program. The TUMF Nexus Study provides cost calculations for each segment on the TUMF Network along with the maximum TUMF share.

8. Are all project costs eligible for TUMF reimbursement?

The TUMF Administrative Plan provides a list of specific project costs eligible for TUMF reimbursement. These costs are also summarized in Section 2 of this TUMF Credit/Reimbursement Manual.

9. Are Developers eligible for a TUMF reimbursement?

Developers are eligible for TUMF reimbursement for the construction of TUMF facilities in certain instances. If a developer constructs TUMF improvements that cost more than the TUMF obligation, the developer may be reimbursed for eligible expenses based on actual project costs. This process is summarized in Section 5 of this TUMF Credit/Reimbursement Manual.

10. How are TUMF obligations met?

Developers may choose, with member agency approval, to meet their TUMF obligation through one of the following options:

1) Pay TUMF directly to member agency
2) Construct TUMF improvements to receive credit against TUMF obligation
3) Provide 100% of the funding for the construction of a regionally significant TUMF improvement such as an interchange.
4) Participation in a financing district that will construct a regionally significant TUMF improvement to receive credit.
5) The process to obtain TUMF credit for constructing a TUMF improvement is outlined in the flowchart titled
6) "Improvements in Lieu of TUMF Payment"

11. What is a credit agreement?

If a developer, as a requirement of the Conditions of Approval, constructs improvements identified on the Regional System of Highways and Arterials, the developer is entitled to a TUMF credit up to 100% of the TUMF obligation, not to exceed the Maximum TUMF Share, if the developer follows the requirements outlined in this TUMF Credit/Reimbursement Manual and the WRCOG Administrative Plan. The developer shall enter into a credit agreement with the member jurisdiction that will identify the maximum TUMF credit to be granted upon completion of the project. A jurisdiction shall not grant TUMF credits unless the credit agreement has been approved in writing by WRCOG.

The unit costs shall be based on the fee in effect at the time the agreement is approved and the maximum TUMF value for the facility(ies) on the Regional System of Highways and Arterials and shall remain fixed through the completion of the project/improvement(s) identified in the agreement.

12. What benefits are there to entering into a credit agreement?

Developers choosing to meet TUMF obligations by constructing TUMF improvements must have an executed credit agreement between the jurisdiction and the developer. A jurisdiction may not allow a developer to pay the TUMF obligation and at a later date enter into a credit agreement with the expectation of receiving a refund.

13. Who is responsible for tracking development done under a credit agreement?

Each member jurisdiction shall be responsible for the administration of TUMF credit agreements and for tracking development done under a credit agreement.

14. When should a Public Agency submit invoices for TUMF reimbursement?

Public agencies should submit reimbursement invoices to WRCOG quarterly beginning in September of each fiscal year.

15. How does an agency access funding from the TUMF Program?

Unlike other funding programs, TUMF funding is tied to specific projects based on the adopted Nexus Study. The Nexus Study identifies specific amounts of funding that the Program provides for each transportation project included in the Nexus Study. The general process is therefore as follows:

1) The agency requests that a project be included in the Nexus Study
2) The agency requests funding through the TUMF Zone
3) The agency executes a formal Reimbursement Agreement for the project The agency implements the project and submits invoices for reimbursement WRCOG reimburses the agency for actual costs incurred

16. How do TUMF projects get prioritized?

Member agencies can request that TUMF funding be programmed on the WRCOG Transportation Improvement Program (TIP). This request is then forwarded to other agencies in the Zone for their review and approval. Decisions on the level of funding and timing of that funding occurs at the Zone level.

17. How does the reimbursement process work?

The TUMF Program operates on a reimbursement basis. What that means is that the agency must first perform the action, such as laying pavement, prior to requesting reimbursement. The agency is required to consolidate invoices from contractors and then submit these invoices to WRCOG. WRCOG staff and consultants review these invoices and recommend whether they are compliant with the Program requirements and eligible for repayment. Once invoices are verified, WRCOG will remit payment to the jurisdiction.

18. What if I don't agree with WRCOG's review of submitted invoices?

WRCOG staff makes every effort to work with member agencies to process payment on invoices as soon as possible. In many cases, items in question often only require clarification or documentation. As an example, if an agency was required to install a particular feature to obtain a permit from Caltrans, then the expense associated with that feature would be eligible for reimbursement. Therefore, agencies should make sure that they document their expenses and submit their requests for reimbursement in a timely fashion, which should facilitate their review.

19. What if I don't agree with the amount of reimbursement?

The TUMF Nexus Study sets the maximum amount of reimbursement for every project in the TUMF Program. Reimbursement values are set by reviewing recent construction costs throughout the region for similar projects. This approach ensures that all agencies are treated in a fair and equitable manner. The downside to this approach is that it does not have the flexibility to accommodate an instance in which an agency may incur additional expenses for a specific project. In some instances, the Program provides for a 15% contingency factor which can be used for these unforeseen expenses. If member agencies require additional funding, agencies like WRCOG and RCTC are available to assist with securing additional funds.

20. What do I do if I think my agency has not received sufficient TUMF funding?

The first step is to make sure your agency has projects included in the TUMF Nexus Study. The next step is to review the Zone 5-Year TIP. The Zone 5-Year TIP allocates near-term TUMF funds which agencies can draw from. The third step is to ensure that your agency has active Reimbursement Agreements in place for projects on the Zone 5-Year TIP. The fourth step is to verify that your agency has completed the work and submitted invoices for reimbursement to WRCOG. In many instances, specific projects may not be progressing because of various delays, including those under control of the agency and those associated with external agencies. Regardless, TUMF is a reimbursement program, and funds will only be provided to an agency when work is completed. Lastly, an agency should make sure that they are involved and engaged in their respective TUMF Zone.

21. How can I find out more about WRCOG's TUMF Program?

To learn more about WRCOG's TUMF Program, please refer to the TUMF Annual Report (2023 Edition) and on the WRCOG TUMF website.

22. Can unused pre-construction funds be utilized in the construction phase?

Yes, WRCOG will allocate unused pre-construction funds to construction.

Item 5.F

Western Riverside Council of Governments
WRCOG Executive Committee

Staff Report

Subject: **Annual Used Oil Payment Program Authorization - Cycle 16**

Contact: **Mei Wu Nguyen, Analyst I, mwu@wrcog.us, (951) 405-6734**

Date: **June 13, 2025**

Recommended Action(s):

1. Adopt Resolution Number 21-25; A Resolution of the Executive Committee of the Western Riverside Council of Governments to support Regional Application – Used Oil Payment Program – 16.

Summary:

The Used Oil Payment Program (OPP) is provided by the California Department of Resources Recycling and Recovery (CalRecycle), which develops and promotes alternatives to the illegal disposal of used oil. Through the OPP grant, WRCOG's oil program performs outreach to used oil collection centers in our participating member cities. Additionally, the program conducts public education and informs the public of locally available used oil and used oil filter recycling opportunities. WRCOG prepared the online annual report for the previous fiscal year's OPP activities for all participating member agencies.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to obtain authorization from the Executive Committee to apply for annual funding on behalf of its participating member agencies and make payments for program-related matters. This effort aligns with WRCOG's 2022-2027 Strategic Plan Goal #6.3 (Continuing to support the Solid Waste & Recycling Program).

Discussion:

Background

The California Oil Recycling Enhancement Act provides funds to cities and counties for establishing and maintaining local used oil collection programs to encourage recycling and proper disposal of used oil and oil filters. CalRecycle is responsible for administering the OPP.

WRCOG has successfully administered the regional OPP in past years on behalf of requesting member jurisdictions. OPP funds allow WRCOG to host used oil recycling events, oil filter exchanges, education and outreach to the public, and more, on behalf of itself and the Cities of Banning, Beaumont, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Murrieta, Norco, Perris, Riverside, San Jacinto, Temecula, and Wildomar.

Present Situation

Oil Payment Program - Cycle 16: During the OPP 16 cycle, WRCOG staff will host an event(s) for each participating city. Events can include an oil and used oil filter exchange (and receive a new filter at no cost) at an auto parts store where residents will receive information on where to recycle household hazardous waste (HHW), antifreeze, paint, oil, batteries, and safe medicine and sharps disposals.

Events may also be other special events that the city may provide oil recycling outreach for. WRCOG can provide participants with informational flyers, an oil drain recycling container and an oil kit that may include funnels, shop rags, microfiber rags, zip lock bags, a bucket and a bilge pad. Oil and filters may only be recycled at an auto parts store; there is no collection of oil at special events.

WRCOG will prepare and submit the online annual report on OPP activities on behalf of all participating member agencies.

Adoption of the attached resolution authorizes WRCOG to act as a Regional Lead Participant on behalf of the specifically named participants and to make payments for program-related matters.

Prior Action(s):

None.

Financial Summary:

This funding pertains to the Used Oil Program activities for Fiscal Year 2025/2026, which are included in the Agency's proposed Fiscal Year 2025/2026 Budget under the Environmental Department (Fund 140).

Attachment(s):

Attachment 1 - Resolution Number 21-25 supporting Regional Application - Used Oil Payment Program - 16

Attachment 2 - Letter of Designation OPP 16

Attachment

A Resolution to Support Regional Application – Used Oil Payment Program - 16

RESOLUTION NUMBER 21-25

A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS TO SUPPORT REGIONAL APPLICATION - USED OIL PAYMENT PROGRAM - 16

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

WHEREAS, the Western Riverside Council of Governments operates on a fiscal year basis, beginning on July 1 of each year and continuing until June 30 of the succeeding year; and
pursuant to Public Resource Code § 48690, the Department of Resources Recycling and Recovery (CalRecycle) has established the Used Oil Payment Program - 16 to make payments to qualifying jurisdictions for implementation of their used oil programs; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the Used Oil Payment Program - 16; and

WHEREAS, the Used Oil Payment Program - 16 allows regional participation; and

WHEREAS, CalRecycle procedures for administering the Used Oil Payment Program - 16 require, among other things, a regional applicant's governing body to declare by resolution certain authorizations related to the administration of the Used Oil Payment Program - 16.

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

The Western Riverside Council of Governments hereby authorizes the submittal of a regional application on behalf of itself and the Cities of Banning, Beaumont, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Murrieta, Norco, Perris, Riverside, San Jacinto, Temecula and Wildomar to CalRecycle for a Local Government Used Oil Payment Program - 16.

BE IT FURTHER RESOLVED that the Executive Director, or his/her designee, is hereby authorized and empowered to execute in the name of the Western Riverside Council of Governments, all grant documents, including but not limited to, applications, agreements, annual reports including expenditure reports and amendments necessary to secure said payments to support the Used Oil Payment Program - 16; and

BE IT FURTHER RESOLVED that this authorization is effective until rescinded by the Executive Committee of the Western Riverside Council of Governments.

PASSED AND ADOPTED by the Executive Committee of the Western Riverside Council of Governments on June 13, 2025.

Brenda Dennstedt, Chair
WRCOG Executive Committee

Dr. Kurt Wilson, Secretary
WRCOG Executive Committee

Approved as to form:

Steven DeBaun
WRCOG Legal Counsel

AYES: _______ NAYS: _______ ABSENT: _______ ABSTAIN: _______

Attachment

A Letter of Designation to Support Regional Application – Used Oil Payment Program - 16

June 13, 2025

Department of Resources Recycling and Recovery (CalRecycle)
P.O Box 4025
Sacramento, CA 95812-4025

Subject: Letter of Designation – Grant and Payment Programs

Dear CalRecycle:

Pursuant to Western Riverside Council of Governments' (WRCOG) Resolution Number 21-25 authorizing an application for the Used Oil Payment Program (OPP16), I am the designated Signature Authority for WRCOG. I am authorized by the Resolution to execute on behalf of WRCOG, all documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure funds and implement the approved project. The Resolution also authorizes me to delegate this authority. Accordingly, I hereby delegate this authority to Casey Dailey, Director of Energy & Environmental Programs.

This delegation is effective until rescinded by me or my successor.

Should you have any questions, please contact me at (951) 405-6701 or kwilson@wrcog.us.

Sincerely,

Dr. Kurt Wilson
Executive Director

Western Riverside Council of Governments
WRCOG Executive Committee

Staff Report

Subject: **Letter of Support for the Delta Conveyance Project**

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

Date: **June 13, 2025**

Recommended Action(s):

1. Authorize the Executive Director to submit the attached letter of support for the Delta Conveyance Project on custom letterhead that highlights the names and/or logos or seals of each member agency.

Summary:

In furtherance of an effort to modernize California's water infrastructure and provide a reliable water supply for southern California, Western Water has requested a letter be submitted to State officials that affirms support for the Delta Conveyance Project and emphasizes how many separate public agencies are represented by WRCOG.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to affirm support for the Delta Conveyance Project. This item aligns with WRCOG's 2022-2027 Strategic Goal #1 (Serve as an advocate at the regional, state, and federal level for the Western Riverside subregion).

Discussion:

Background

Western Water has requested a letter of support from WRCOG for the Delta Conveyance Project (DCP), a vital infrastructure project designed to modernize water conveyance systems and secure the reliable delivery of water from northern California through the Sacramento-San Joaquin Delta to southern California. The letter is also intended to emphasize the number of agencies are represented by WRCOG. Currently, more than 50% of the water supply for southern California, including WRCOG's member agencies, flows through the Delta.

Present Situation

The DCP is currently scheduled to begin construction in 2029. The Department of Water Resources

(DWR) completed the environmental review in December 2023 with the publication of the Final Environmental Impact Report. DWR has been actively working to obtain the necessary permits and address any outstanding legal challenges.

Southern California in general, and the WRCOG subregion in particular, will derive substantial benefit from the completion of this project. As the region is anticipated to add 500,000 people over the next 25 years, the need for a reliable and sustainable water supply becomes increasingly urgent. With local groundwater supplies already maximized and other water supply options proving prohibitively expensive, continued access to water from the Delta is essential to support our subregion's growth and sustain economic stability.

A letter of support will ensure that key decision makers such as the Governor and legislators understand the need for this critical project and our desire to see that the project is completed in a timely fashion.

Prior Action(s):

December 2, 2024: The Executive Committee authorized the submittal of the letter of support to Metropolitan Water District for the DCP.

Financial Summary:

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

Attachment(s):

Attachment 1 - Support for Delta Conveyance Project Streamlining Trailer Bill

June 2, 2025

The Honorable Gavin Newsom
Governor of California
1021 O Street, Suite 9000
Sacramento, CA 95814

The Honorable Mike McGuire
Senate President Pro Tempore
1021 O Street, Suite 8518
Sacramento, CA 95814

The Honorable Robert Rivas
Speaker of the Assembly
1021 O Street, Suite 8330
Sacramento, CA 95814

The Honorable Scott Wiener
Chair, Senate Budget Committee
1020 N Street, Room 502
Sacramento, CA 95814

The Honorable Jesse Gabriel
Chair, Assembly Budget Comm
1021 O Street, Suite 8230
Sacramento, CA 95814

The Honorable Ben Allen
Chair, Senate Budget Sub Comm #2
1021 O Street, Suite 6610
Sacramento, CA 95814

The Honorable Steve Bennett
Chair, Assm. Budget Sub Comm #4
1021 O Street, Suite 4710
Sacramento, CA 95814

RE: Support for Delta Conveyance Project Streamlining Trailer Bill

Dear Governor Newsom, Pro Tem McGuire, Speaker Rivas, Chairs Wiener, Gabriel, Allen and Bennett,

On behalf of the 21 members of the Western Riverside Council of Governments (WRCOG), we urge your strong support for the budget trailer bill that is intended to streamline processes for advancing the Delta Conveyance Project (DCP) to a point where informed decisions can be made regarding construction investment.

Inland Empire Focus
Western Riverside County is home to over two million Southern Californian residents and one of the fastest growing areas of the state. Water agencies, through their ratepayers, have invested BILLIONS of dollars to ensure water supply reliability through recycled water, water-use efficiency, stormwater capture, brackish desalination and water conservation. These efforts have reduced our reliance on imported water, but imported supplies remain crucial to ensuring safe and affordable water for our residents

CEQA Review and Public Engagement Maintained
This budget trailer bill is NOT about circumventing public engagement and review – this budget trailer bill is all about breaking through redundant, archaic processes that result in endless delays, duplicative reviews, and millions upon millions of dollars of additive costs, while impeding the State’s ability to complete critical, needed infrastructure projects.

For decades, the DCP has been stalled by frivolous lawsuits and duplicative reviews. These are the universal problems facing major infrastructure projects throughout California, and foundational to why it is so difficult to advance major infrastructure that would protect the public health and safety of millions of Californians to completion.

The budget trailer bill proposal restores balance to this process – ensuring legitimate concerns are addressed, while removing tools for obstruction and delay. Every year of delay in construction of the DCP costs California's water ratepayers – including nearly eight million people living in disadvantaged communities – approximately $500 million. The budget trailer bill proposal reduces bureaucratic red tape, which translates into real savings for Californians and for the State budget.

Delta Conveyance is Crucial Component to Adapt to Climate Change

The DCP is a critical component of California's plans to fortify the State Water Project (SWP) in preparation for the impacts of extreme weather and climate change. The SWP delivers water to more than 27 million Californians and 750,000 acres of farmland and is the engine that powers California's economic success. However, this system is vulnerable to extreme weather and unpredictable precipitation patterns and, as a result, we our state's main water supply is at serious risk.

According to the Department of Water Resources' SWP Delivery Capability Report, the SWP is expected to lose up to 23% of its supply in the next 20 years due to changing flow patterns and extreme weather shifts. It is critical that we act *NOW* to prepare California's water infrastructure to protect the long-term reliability and affordability of water for the millions of Californian homes and businesses that rely upon the SWP.

Conclusion

The proposed trailer bill smooths administrative processes to help move the Delta Conveyance Project in a way that balances environmental protections while improving the efficiency of the review and approval process.

It needs to be said, that this DCP "*is not your grandparent's water conveyance project*." The DCP has been redesigned to be smaller, more environmentally responsive, and less intrusive to Delta communities. At the same time, the DCP will generate thousands of good-paying union construction jobs and stimulate local economies, especially in areas hardest hit by economic downturns and drought-related agricultural cutbacks. This project will also ensure that our residents and businesses have sufficient water for their daily needs so that our region can continue to grow in a way that benefits the entire State of California.

For these reasons, **WRCOG urges you to support the Delta Conveyance Trailer Bill**. We appreciate your consideration and look forward to working with you to advance this important legislation.

Sincerely,

cc: Members, Senate Budget Sub Committee #2
Members, Assembly Budget Sub Committee #4
Senator Limon, Chair, Senate Natural Resources & Water Committee
Assemblymember Papan, Chair, Assembly Water, Parks & Wildlife Committee
Joanne Roy, Consultant, Senate Budget Committee
Christine Miyashiro, Consultant, Assembly Budget Committee
Emylie Reeb, Senate Republican Consultant
Joe Shinstock, Assembly Republican Consultant
Christine Aurre, Office of the Governor

Item 6.A

Western Riverside Council of Governments
WRCOG Executive Committee

Staff Report

Subject: **Commuting Patterns, Employment Locations, and Big Data Applications for WRCOG Member Agencies**

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

Date: **June 13, 2025**

Recommended Action(s):

1. Receive and file.

Summary:

This item presents information WRCOG recently collected and compiled which touches on a variety of topics including worker / resident location, commuting patterns, and trip origin / destination. The presentation will also discuss additional studies WRCOG is currently conducting that will further analyze resident travel patterns and truck routing patterns. This data is potentially useful to member agencies as they evaluate various strategies related to economic development, business retention / recruitment, land use planning, transportation planning, and other similar activities.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to present information WRCOG has collected and compiled related to worker / resident location, commuting patterns, and trip origin / destination. This effort aligns with WRCOG's 2022-2027 Strategic Plan Goal #5 (Develop projects and programs that improve infrastructure and sustainable development in our region).

Discussion:

Background

WRCOG staff regularly collects, compiles, and analyzes data on a regional basis that might be of interest to WRCOG's member agencies. One example is the regional travel surveys which WRCOG previously completed in 2022 using data from the Streetlight Big Data Platform. These surveys noted the major origins and destinations for each WRCOG member agency, the percent of trips which are external to each jurisdiction, and the percentage of persons who both live and work in the same jurisdiction.

Present Situation

There are a number of issues of high importance in the WRCOG subregion; the data presented in this item addresses several of these outstanding questions.

Attachment 1 provides an example of data related to employment type and employee location for each of WRCOG member agencies. Specific data provided includes:

- The number of jobs in each jurisdiction by industry type as compared to the number of residents who work in each of these industries. This data is presented at both the aggregated and disaggregated level.
- The daily inflow / outflow of workers and residents.
- The ratio of jobs to employed residents by each industry type at both the aggregated and disaggregated level by jurisdiction.
- The ratio of jobs to employed residents by each industry type at the disaggregated level by County.
- Percentage of residents who work in their city of residence and workers who live in the city where they work.

Individual reports will be provided to each member agency after completion of the meeting.

Key takeaways from this analysis:

- There are approximately three employed residents for every two jobs in the WRCOG subregion.
- At the county-wide level, there are two employed resident for every professional services job in the county. Professional services include fields like law, accounting, IT, banking, marketing, and other similar private sector positions.
- Many WRCOG agencies have significantly more employed residents than jobs. Only one city has substantially more jobs than employed residents (Norco).
- The Cities of Corona, Riverside, and Temecula have one employed resident per job in that jurisdiction.
- Many jurisdictions export more employed residents than workers that are employed in that jurisdiction.
- The percentage of residents who live and work in the same city is between 10% and 15% on average with the lowest being Eastvale (3%) and the highest being Temecula (23%) and Riverside (24%).

The value in this data is that it highlights the need for additional jobs in the WRCOG subregion of any type, not just professional service jobs, to provide additional opportunities for employable residents. Additionally, this data suggests that bringing in additional jobs to a jurisdiction has the potential to worsen congestion as the majority of jobs will not be held by residents of that jurisdiction.

Attachment 2 provides an example of updated travel surveys which were completed for each WRCOG member agency. These surveys are updates to those previously completed in 2022 and contain much of the same data. Some key takeaways from this updated analysis includes:

- 87% of a vehicle trips generated in the WRCOG subregion start and end in the subregion.
- Home based trips going to locations other than work represent almost 1/2 (48%) of all total trips.
- Less than 15% of all daily trips are related to a resident traveling to / from work.
- More trips travel from the WRCOG subregion to San Bernardino County (7%), which is greater than Los Angeles, Orange, and San Diego Counties (6%) combined.

In addition to the data above, WRCOG continues to evaluate different Big Data tools and other data sources to assist its member agencies. Two recent examples are:

1. Compass IOT
2. JobsEQ

Compass IOT is another Big Data travel analysis platform but relies entirely on vehicle-based location data. Compass IOT obtains this data directly from vehicle manufacturers including Tesla, BMW, Mercedes, and Stellantis brands (Chrysler, Dodge, Jeep, and Ram Trucks) along with data from commercial vehicle operators such as trucking and delivery stages.

WRCOG is in the early stages of evaluating the Compass IOT platform to determine if WRCOG will pursue a future subscription. One example of the data it can provide is shown in Attachment 3, which a density map showing the number of heavy duty trucks on various roadways in the City of Perris. This data could be used to identify truck routes within each jurisdiction.

Compass IOT data can also be used for the following studies:

- Origin / Destination
- Roadway / intersection safety
- Determining congested locations
- Roadway speed profiles

JobsEQ focuses on employment-related data such as:

- Number of jobs in various fields
- Wages for each job type
- Job vacancies
- Labor availability
- Occupation gaps
- Skill gaps

WRCOG recently purchased a license for JobsEQ and is currently testing the platform to determine the optimal manner of its use.

Member agencies are encouraged to contact WRCOG if they have any analytical needs or require assistance to address any outstanding issues.

Prior Action(s):

May 15, 2025: The Technical Advisory Committee received and filed.

May 8, 2024: The Planning Directors Committee received and filed.

Financial Summary:

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

Attachment(s):

Attachment 1 - Example Employee and Resident Worker Data and Commute Patterns

Attachment 2 - Example Updated Travel Survey

Attachment 3 - Example Truck Density Map

Attachment

Example Employee and Resident Worker Data and Commute Patterns

Western Riverside County

Employee and Resident Worker Data and Commute Patterns

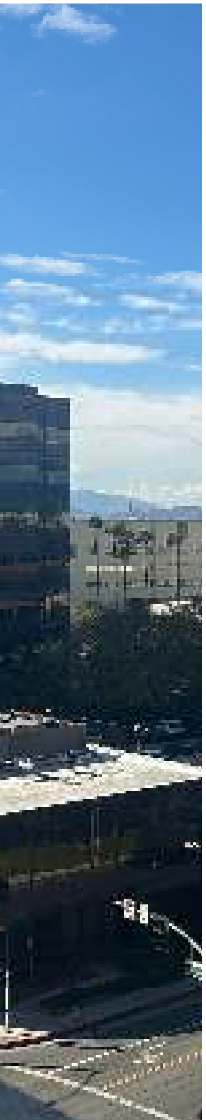
City of Corona

Background

WRCOG compiled this information for all cities in the WRCOG sub-region. The purpose of this study is to compare jobs by industry located in the city to jobs held by city residents. The study also provides a summary of daily travel which illustrates the number of workers who travel to the City for work, those workers who both live and work in the city, and residents who travel outside of the City for work.

All data is taken from the US LEHD (Longitudinal Employer Housing Dynamics) data for 2022. Data is summarized based on NAICS Industry Sector nomenclature. Both detailed and summary data is provided.

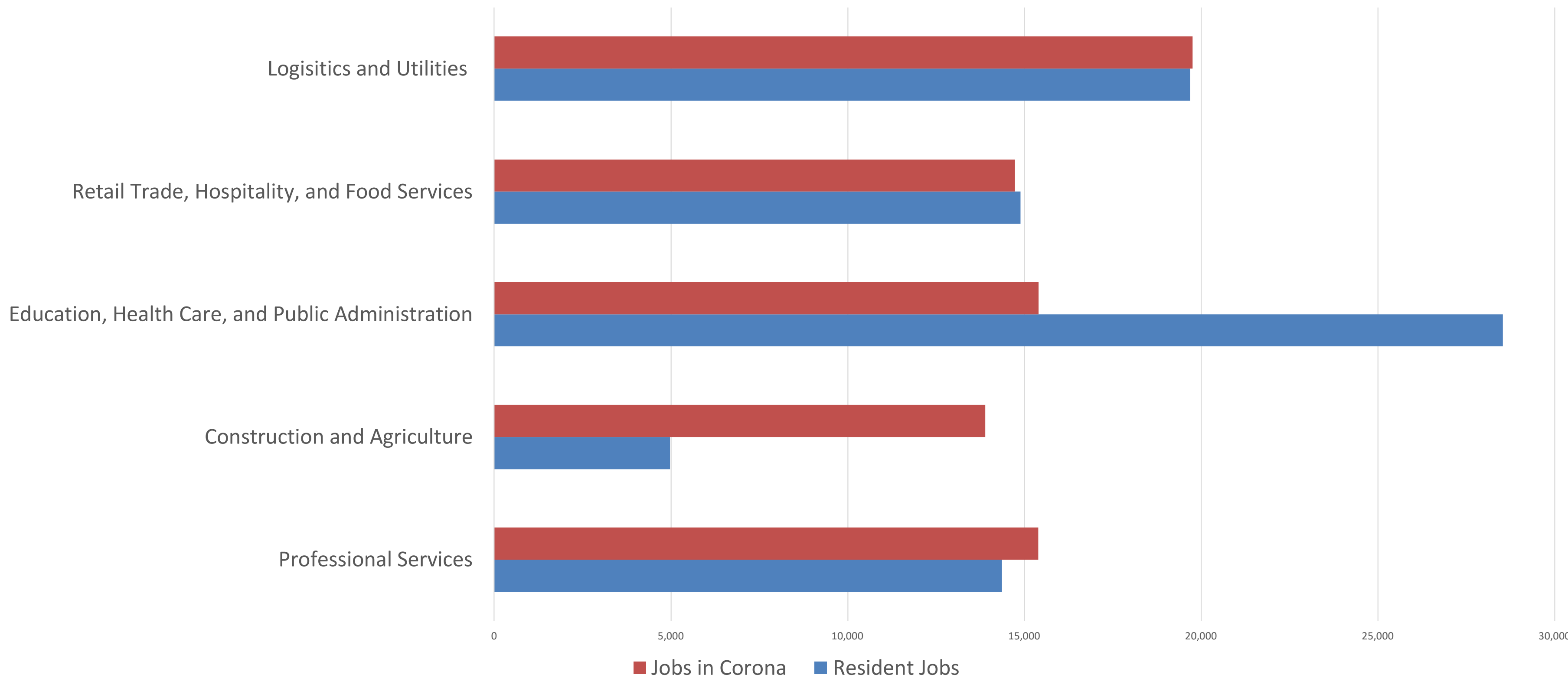
Data can be accessed at the US Census On The Map Tool
https://onthemap.ces.census.gov/

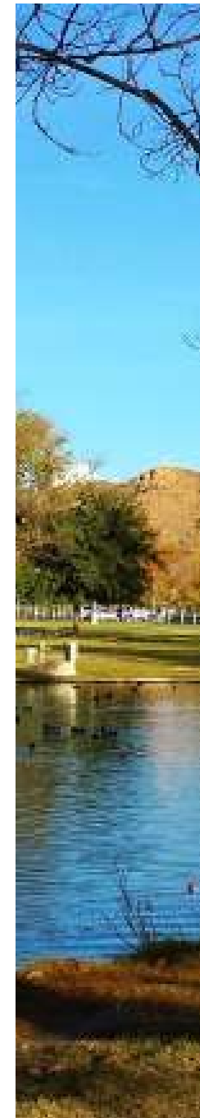


NAICS Industry Sector Designation Aggregated & Disaggregated Categories

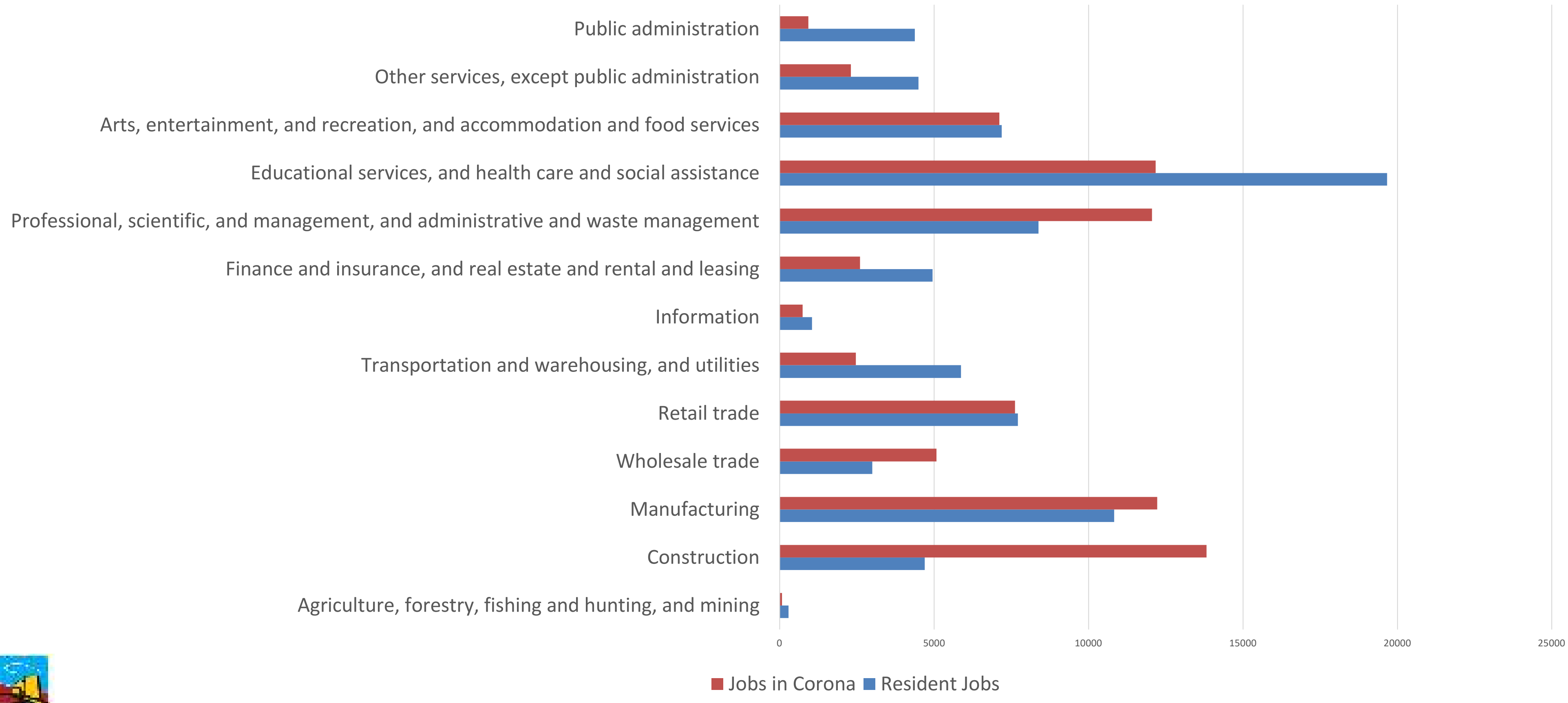
Professional Services	Education, Health Care, and Public Administration	Construction and Agriculture	Retail Trade, Hospitality, and Food Services	Logistics and Utilities
Information, Finance, Insurance, Real Estate, Professional Services, Scientific, Management, Administrative, Waste Management	Education Services, Health Care, Social Assistance, Public Administration, Other Services	Agriculture, Forestry, Hunting, Mining, Construction	Retail Trade, Arts, Entertainment, Recreation, Accommodation, Food Service	Manufacturing, Wholesale Trade, Transportation, Warehousing, Utilities

Aggregated Industries - Jobs Held by Residents of Corona vs. Jobs in Corona





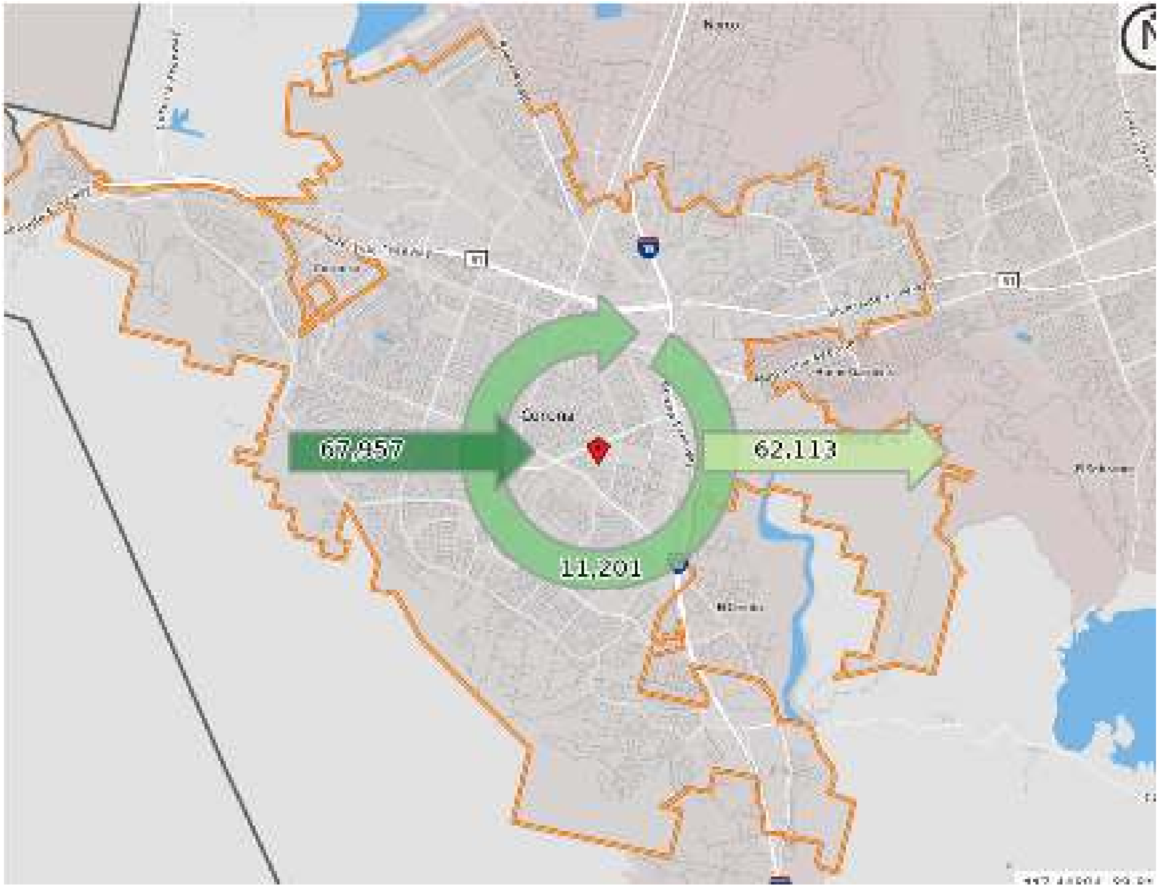
Disaggregated Industries - Jobs Held by Residents of Corona vs. Jobs in Corona



Typical Occupations for Industry Sector Type

Professional Services	Education, Health Care, and Public Administration	Construction and Agriculture	Retail Trade, Hospitality, and Food Services	Logistics and Utilities
Real Estate Agent	Teacher	Contractor	Fast Food Employee	Warehouse Employee
Insurance Broker	Teaching Assistant	Handyman	Waiter	Truck Driver
Information Technology Specialist	Nurse	Civil Engineer	Bartender	Utility Employee
Auditors	Doctor	Drywall Installation	Hotel Employee	Energy and Power Technology
Administrative Assistant	Care Giver	Electrician	Hair Dresser	Automobile Repair
Human Resources	City Employee	Painting-Construction	Retail Employee	Diesel Equipment Mechanics
Legal Assistant	Tutor	Steam Fitting	Photographer	Solar Occupations
Marketing	Substitute Teacher	Roofing	Housekeeper	Crane Operator
Software Developer	Police Officer	Sheet Metal Fabrication	Cashier	Plastics and Composite Manufacturing
Graphic Designer	Fire Fighter	Tile Setting	Store Manager	Welder

Inflow and Outflow of Jobs in the City



Ratio of Resident Jobs vs. Jobs in the City

	Professional Services	Construction & Agriculture	Education, Health, & Public Administration	Retail Trade, Hospitality, and Food Services	Logistics & Utilities	Total
Banning	3.54	3.56	1.34	1.78	4.40	2.00
Beaumont	6.14	2.36	3.52	1.74	1.99	2.68
Calimesa	6.60	1.56	1.76	1.41	4.32	2.03
Canyon Lake	4.03	2.49	2.41	2.67	12.7	3.42
Corona	0.93	0.36	1.85	1.01	1.00	1.04
Eastvale	2.86	2.47	6.18	1.28	0.67	1.61
Hemet	2.64	9.31	0.93	1.21	4.07	1.67
Jurupa Valley	1.05	1.60	2.25	2.34	0.78	1.34
Lake Elsinore	5.30	0.92	2.53	1.27	4.21	2.19
Menifee	6.50	4.74	4.78	2.34	6.17	4.19
Moreno Valley	3.68	9.59	1.58	1.98	0.85	1.60
Murrieta	1.64	1.02	1.79	1.30	3.47	1.66
Norco	0.94	0.51	0.53	0.64	2.02	0.68
Perris	3.55	2.75	1.15	1.91	0.60	1.29
City of Riverside	1.00	0.90	0.82	1.04	1.67	0.99
San Jacinto	8.88	2.91	1.82	2.27	4.35	2.7
Temecula	1.29	0.61	1.31	0.63	1.17	0.99
Wildomar	2.55	2.25	1.90	2.96	7.13	2.6
WRCOG Region Weighted Average *Excluding County Data	**2.82**	**3.06**	**1.96**	**1.52**	**2.35**	**1.67**

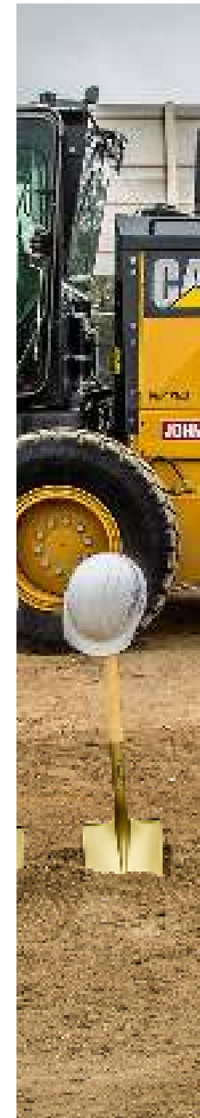
Ratios under 1 mean that there are more jobs by industry sector in the jurisdiction than residents working in that sector

Ratios over 1 mean that there are more residents working in the industry sector in the jurisdiction than jobs by sector in the jurisdiction

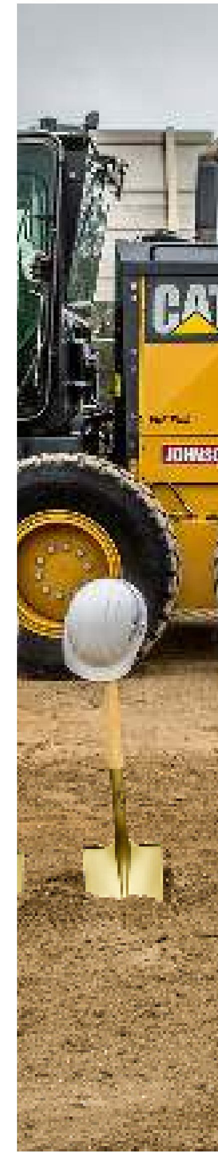
Utilizes 2020 and 2022 Census Data

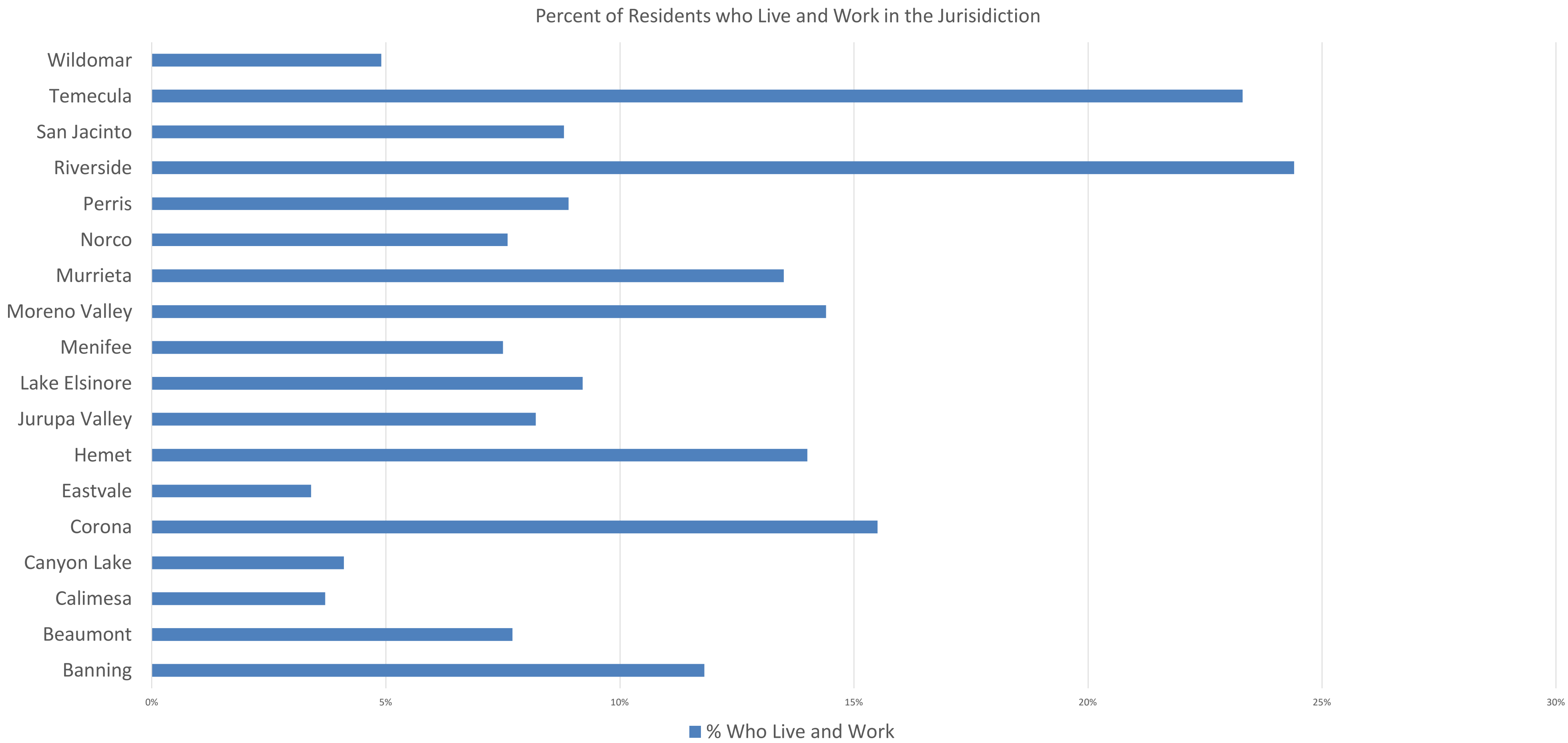
Ratio of Resident Jobs vs. Jobs in the Region

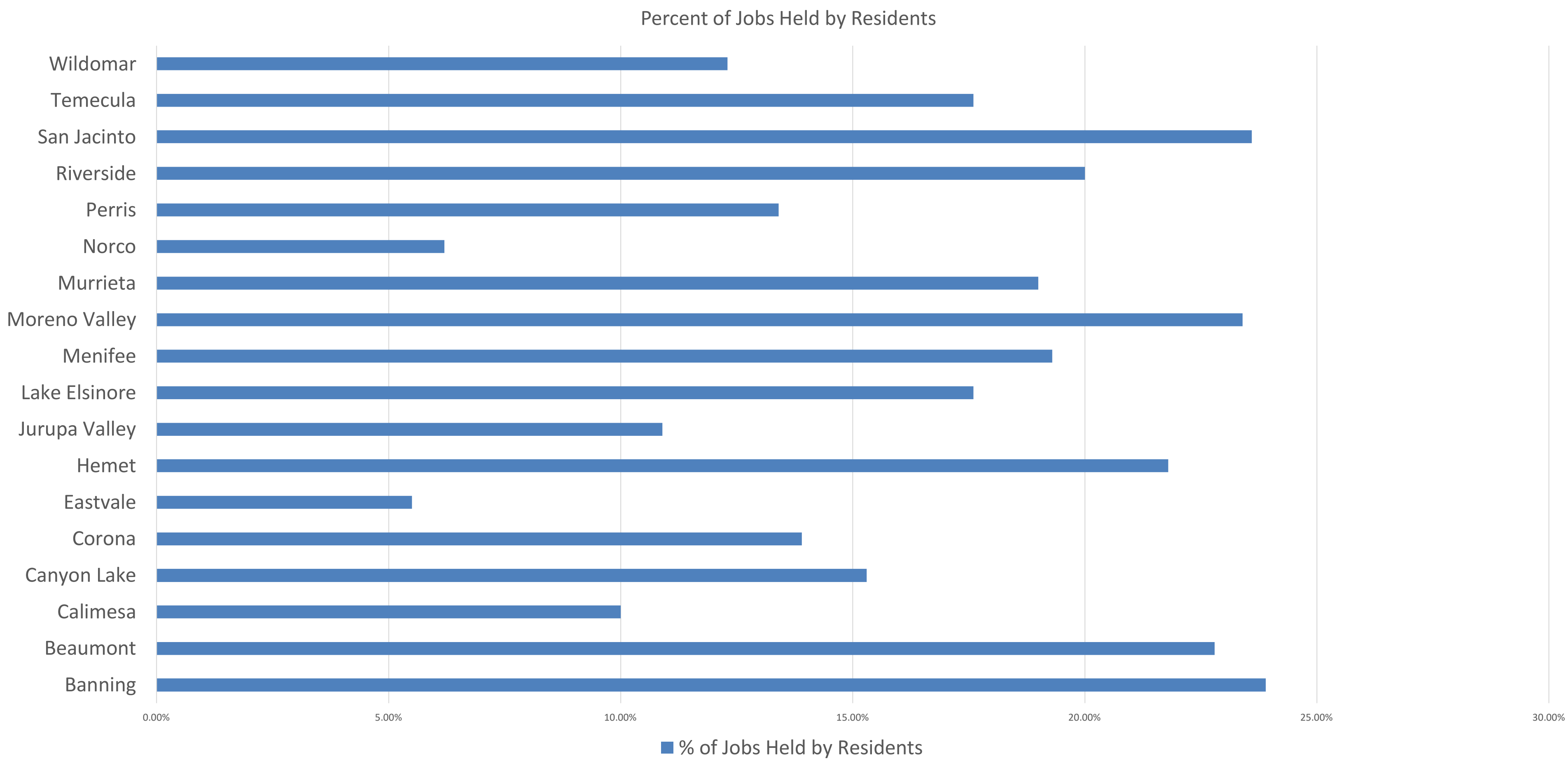
	Professional Services	Construction & Agriculture	Education, Health, & Public Administration	Retail Trade, Hospitality, & Food Services	Logistics & Utilities	Total
Riverside County	1.86	1.28	1.48	1.31	1.36	1.44
Orange County	0.80	0.99	1.08	0.89	1.08	0.96
San Bernardino County	1.13	1.90	1.33	1.23	0.93	1.20
WRCOG Weighted Average *Excluding County Data	**2.82**	**3.06**	**1.96**	**1.52**	**2.35**	**1.67**



Jurisdiction	% of Employed Residents Working in Home Jurisdiction	% of Employed Residents Working Outside of Home Jurisdiction	% of Jobs Held by Residents of the Jurisdiction	% of Jobs Held by Non-Residents of the Jurisdiction
Banning	12%	88%	24%	76%
Beaumont	8%	92%	23%	77%
Calimesa	4%	96%	10%	90%
Canyon Lake	4%	96%	15%	85%
Corona	16%	85%	14%	86%
Eastvale	3%	97%	6%	95%
Hemet	14%	86%	22%	78%
Jurupa Valley	8%	92%	11%	89%
Lake Elsinore	9%	91%	18%	82%
Menifee	8%	93%	19%	81%
Moreno Valley	14%	86%	23%	77%
Murrieta	14%	87%	19%	81%
Norco	8%	92%	6%	94%
Perris	9%	91%	13%	87%
City of Riverside	24%	76%	20%	80%
San Jacinto	9%	91%	23%	82%
Temecula	23%	77%	18%	82%
Wildomar	5%	95%	12%	88%




Percent of Residents who Live and Work in the Jurisidiction
Wildomar
Temecula
San Jacinto
Riverside
Perris
Norco
Murrieta
Moreno Valley
Menifee
Lake Elsinore
Jurupa Valley
Hemet
Eastvale
Corona
Canyon Lake
Calimesa
Beaumont
Banning
0%
5%
10%
15%
20%
25%
30%
% Who Live and Work


Percent of Jobs Held by Residents
Wildomar
Temecula
San Jacinto
Riverside
Perris
Norco
Murrieta
Moreno Valley
Menifee
Lake Elsinore
Jurupa Valley
Hemet
Eastvale
Corona
Canyon Lake
Calimesa
Beaumont
Banning
0.00%
5.00%
10.00%
15.00%
20.00%
25.00%
30.00%
% of Jobs Held by Residents

Takeaways

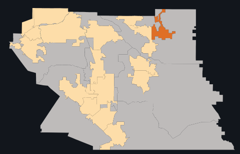
- The City of Corona has a similar same number of employed residents as compared to jobs located within the City
- The sector with the most employed City residents work is Education, Health Care, and Public Administration which includes:
  - Teachers
  - Nurses & Doctors
  - Federal, State, and City/County government employees
  - Police & Fire
- The highest number of City jobs is in the logistics and utilities sector which includes:
  - Manufacturing workers
  - Warehouse workers
  - Utility workers
- 85% of Corona residents work outside the City and 86% of the jobs in the City are held by those living outside the City

For Questions or Additional Information Contact:

Chris Gray
Deputy Executive Director
Western Riverside Council of Governments
cgray@wrcog.us
www.wrcog.us

<u>Attachment</u>

Example Updated Travel Survey Summary



City of Banning
Travel Patterns

Key Findings

- Approximately **54%** of all trips occur within Banning.
- Work trips account for **12%** of the total trips from Banning.
- Walking and biking make up **10%** of all trips.
- **83%** of trips originating from Banning stay in the WRCOG region.
- Outside the WRCOG region, **San Bernardino County** is the largest attractor of trips from Banning (9%).

Community Profile

Data Source: U.S. Census Bureau American Community Survey, 2023
Riverside County Transportation Model, 2025
Replica, 2024

33,000 Population

12,000 Households

8,000 Employment

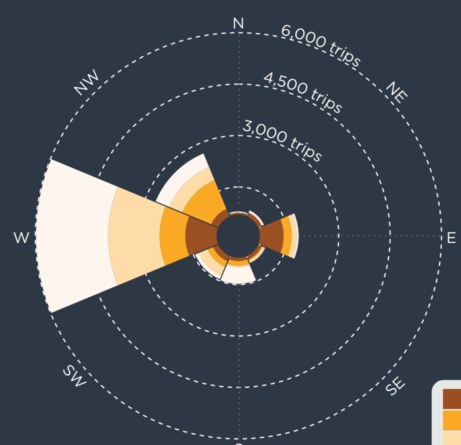
$ 58,000 Household Income

Mode Share

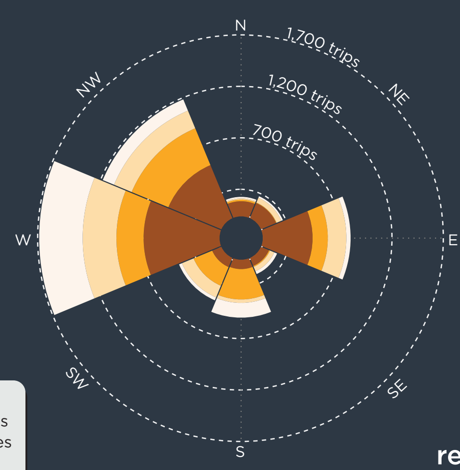
Note: Transit and Ride Share Modes reporting less than 1% not shown.

Commute Trip Distance & Direction from Banning

Data Source: Longitudinal Employer-Household Dynamics, 2022



Commute Trip Distance & Direction to Banning



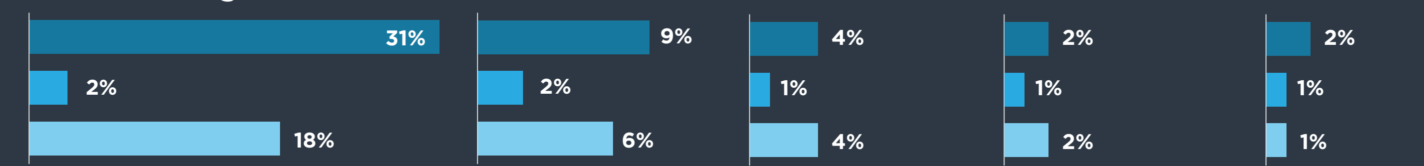
Live and Work Share

10% of Banning residents live and work in the City

Top 5 Travel Destinations from Banning

Other Trips | Work Trips | Home Trips

Replica, 2024



All Day Trip Distribution from Banning

City of Interest

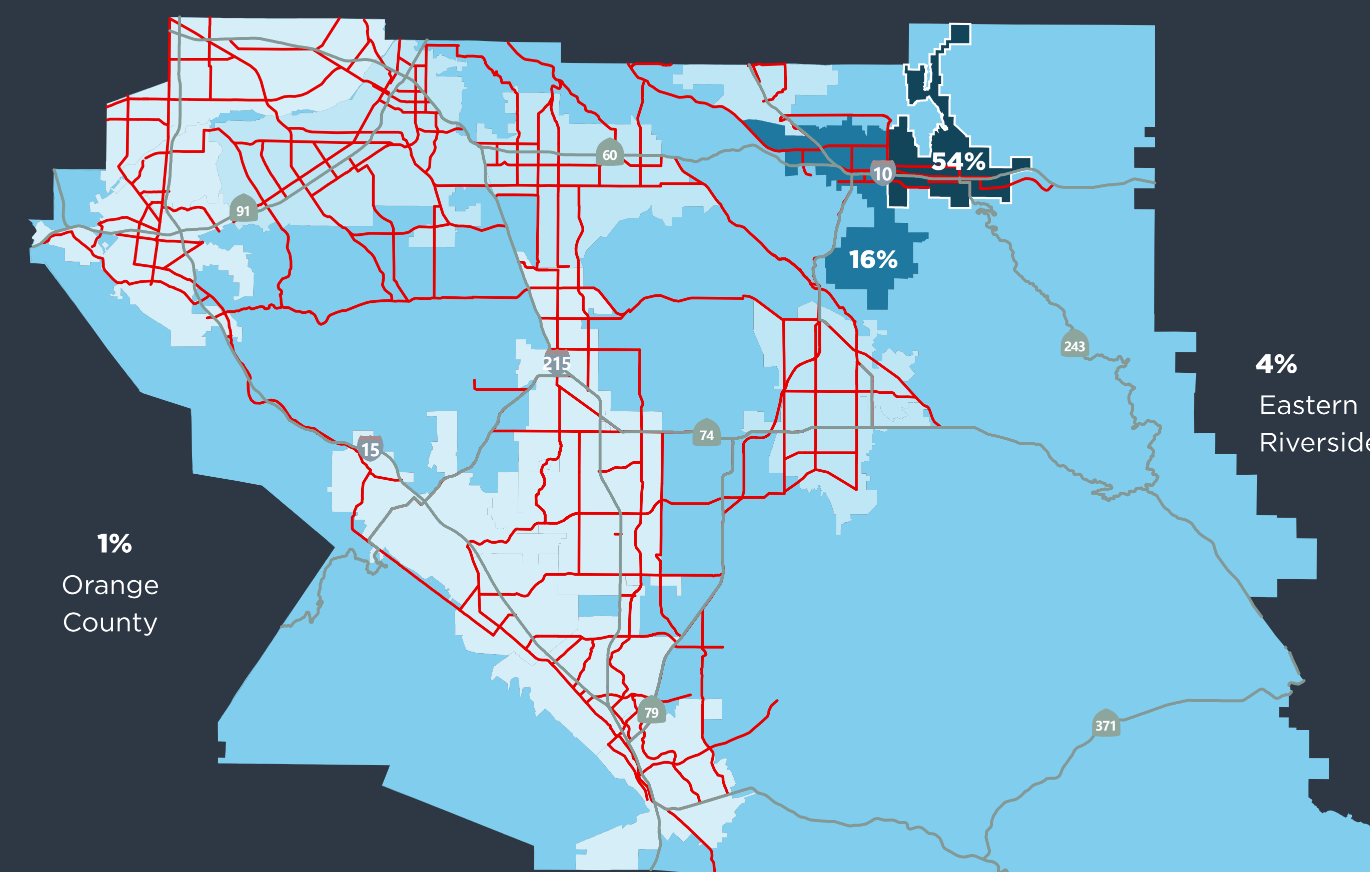
Trip Distribution (High to Low)

x% Trip Distribution %

Transportation Uniform Mitigation Fee (TUMF) Network

3% Los Angeles County

9% San Bernardino County



4% Eastern Riverside County

1% Orange County

<1% San Diego and Imperial Counties

Attachment

Example Truck Density Map


W Markham St
W Markham St
W Markham St
E Markham St
N Webster Ave
Webster Ave
Indian Ave
Indian Ave
N Perris Blvd
N Perris Blvd
Ramona Expy
Ramona Expy
Cajalco Expy
Nevada Rd
Brennan Ave
Camper Resorts of America
E Dawes St
Morgan St
Morgan St
E Morgan St
Patterson A
Harv
vill Ave

Item 6.B

Western Riverside Council of Governments
WRCOG Executive Committee

Staff Report

Subject: **I-REN Energy Workforce Gaps Assessment and Memorandums of Understanding with Riverside and San Bernardino Counties' Workforce Development Departments**

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

Date: **June 13, 2025**

Recommended Action(s):

1. Authorize the WRCOG Executive Director to execute Memorandums of Understanding with Riverside County and San Bernardino County separately for further development of the I-REN Workforce Education and Training Program in an amount not-to-exceed $1,500,000 per County for a term through December 31, 2027.

Summary:

In January 2025, an Energy Workforce Gaps Assessment was completed that provides a comprehensive outlook on the difficulties experienced by energy employers while also assessing the needs of the projected workforce in the coming years. I-REN is awarding Riverside and San Bernardino Counties $1.5M each through calendar year 2027 to allocate toward identifying opportunities for expanding or enhancing existing programs led by Riverside and San Bernardino County workforce development divisions to meet the four key recommendations for I-REN's Energy Workforce Gaps Assessment.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to obtain approval for the Executive Director to enter into two agreements, separately, with Riverside County and San Bernardino County Workforce Development Departments to expand their workforce resources with a specific focus on energy. This effort aligns with WRCOG's 2022-2027 Strategic Plan Goal #6 (Develop and implement programs that support resilience for our region).

Discussion:

Background

Since 2023, I-REN staff have frequently met with each County's Workforce Development Department (WDD) to discuss areas of opportunities for collaboration and ways to leverage each other's resources to implement programs that support the goals of both I-REN and each County's WDD.

On January 21, 2025, the I-REN Executive Committee recommended that the WRCOG Executive Committee authorize the WRCOG Executive Director to execute Memorandums of Understanding (MOUs) with Riverside County and San Bernardino County separately, and authorize him or his designee to enter into discussions with both Counties to develop contracts to implement programs related to these MOUs, for consideration by the I-REN Executive Committee and both Counties. If approved today, the action clarifies the funding and scope, and authorizes final MOUs between all three entities.

On February 11, 2025, I-REN facilitated an introductory meeting with both Counties to provide a comprehensive overview of the Energy Workforce Gaps Assessment's foundational content and review the four key recommendations. Both Counties expressed the importance of funding support services that could impact the accessibility of training to job seekers.

On March 20, 2025, I-REN held a second meeting with both Counties as a brainstorming session to discuss the workforce assessment and discuss the Counties' ideas to expand existing programs and resources that align with the workforce assessment recommendations.

On April 10, 2025, I-REN held a third meeting with County partners to align on goals, timelines, and potential uses of I-REN funds. San Bernardino County expressed interest in building vocational training cohorts, developing employer-aligned sector partnerships, upskilling the existing workforce, and expanding services by leveraging state and I-REN resources. Riverside County shared these priorities, emphasizing addressing gaps identified in the Energy Workforce Gaps Assessment, retaining the regional energy workforce, and aligning efforts with broader regional initiatives.

On April 22, 2025, I-REN hosted a final meeting with both Counties to discuss specific scopes of work, trackable metrics, deliverables, and budgeting to ensure programming is aligned with the four key recommendations outlined in the Energy Workforce Gaps Assessment.

Present Situation

In January 2025, the I-REN Executive Committee approved proceeding with the development of MOUs with each County's WDD. Since that action, staff has engaged extensively with County representatives to further refine the scope and details of each MOU. On May 20, 2025, Staff presented these additional details to the I-REN Executive Committee. Staff is now presenting the additional context and specific information regarding the scope of work for each participating county to the WRCOG Executive Committee for final approval before MOUs are executed.

MOU Scopes: Riverside and San Bernardino County Workforce Development Boards will each be awarded $1.5M in funding from I-REN to support workforce, education, and training programming within the Inland Empire region through December 31, 2027. Although both Counties will work closely together and continue to expand existing partnerships and programming, each county will have its own set of goals and deliverables in supporting the incoming and existing energy workforce, directly addressing the four key recommendations within the Energy Workforce Gaps Assessment.

San Bernardino County WDD Scope of Work:

- **Recommendation 1: Connect job seekers to training providers**

- Proposed Cost: approximately $913,773 (combined cost with Recommendation 3)
- Tasks:
  - Launch a centralized list of energy training programs and expand Workforce Development Specialist (WDS) services at America's Job Centers of California (AJCCs) to connect job seekers, especially from underserved communities, with relevant, accessible training and personalized support.
  - Convene biannual Training Provider Partnership Roundtables to align regional curricula with energy workforce demands, reduce program duplication, and identify opportunities for new training development across regions.
  - Launch targeted outreach campaigns to attract diverse candidates and implement financial incentives and stipends to lower barriers, increase enrollment, and improve completion rates in clean energy training programs.

- **Recommendation 2: Provide support services to make training and certification more attainable**
  - Proposed Cost: $160,000
  - Tasks:
    - Provide stipends and cover essential costs such as certification exam fees, Personal Protective Equipment, tools, transportation, uniforms, and technology to help eliminate financial and logistical barriers to training completion.
    - Connect participants with Energy WDS for personalized intake, career assessments, enrollment assistance, and ongoing support to help them stay on track and access the right opportunities.
- **Recommendation 3: Strengthen the regional education and training pipeline from K-12 to energy employment**
  - Proposed Cost: Costs combined with proposed costs within Recommendation 1. ($913,773 total for both)
  - Tasks:
    - Outreach to K–12 schools to introduce energy career pathways by deploying dedicated staff to guide youth (ages 16–24)—especially in underserved communities—into training, pre-apprenticeships, and job opportunities.
    - Bridge gaps between high school, postsecondary education, and employers by aligning curricula, promoting dual enrollment, and co-enrolling students in energy credentialing programs through partnerships with Career Technical Education programs, ROPs, and community colleges.
    - Partner with employers and unions to offer mentorships, job shadowing, and site visits, giving students real-world experience and improving readiness for clean energy careers.
- **Recommendation 4: Strengthen collaboration between employers and workforce development organizations to assess training effectiveness**
  - Proposed Cost**:** $235,542
  - Tasks:
    - Convene regional advisory councils with clean energy employers, labor, educators, and workforce boards to review labor market trends, align training with industry needs, and incorporate emerging tools and credentials.
    - Expand employer data sharing to track outcomes such as training effectiveness, job placement, and participant satisfaction, using insights to refine curricula and resources continuously.

        - To create a sustainable, industry-aligned workforce pipeline, employers should be involved in co-designing and delivering training, mentoring participants, and providing hands-on experiences supported by formal incentives.
- **Total Costs:**
    - Proposed Administrative Support Costs: $190,685.00 (provides support for all four recommendations and tasks)
    - **Proposed Total Cost:** $1,500,000

<u>Riverside County WDD Scope of Work</u>:

- **Recommendation 1: Connect job seekers to training providers**
    - Proposed Cost: $630,000.00
    - Tasks:
        - Deploy Career Coaches at AJCCs to conduct targeted outreach and connect individuals, especially from underrepresented communities, with high-demand energy training and wraparound support services.
        - Existing programming and resources will support delivering industry-recognized credentials in the clean energy and energy efficiency industries.
- **Recommendation 2: Provide support services to make training and certification more attainable**
    - Proposed Cost: $210,000.00
    - Tasks:
        - Expand and strengthen existing wraparound service models within Riverside County's workforce system to reduce barriers to entry and completion of energy-related training programs.
        - Offer training vouchers, transportation, tools, technology access, childcare, and other supportive services to promote participant success.
        - Provide subsidized wages, employer incentives, and coordinate on-the-job training and sector partnerships to foster stronger industry connections and hands-on learning opportunities.
- **Recommendation 3: Strengthen the regional education and training pipeline from K-12 to energy employment**
    - Proposed Cost: $472,000.00
    - Tasks:
        - Explore partnerships with K–12 districts, Regional Occupational Programs, and Career Technical Education providers to increase awareness of clean energy career pathways and enhance regional alignment.
        - Create targeted training programs focused on clean energy and energy efficiency technologies, leading to industry-recognized credentials and in-demand workforce skills.
- **Recommendation 4: Strengthen collaboration between employers and workforce development organizations to assess training effectiveness**
    - Proposed Cost: $168,000.00
        - Establish or participate in Energy Sector Employer Councils or Coalitions to strengthen collaboration and feedback loops between energy employers and workforce partners.
        - Commit to developing a robust employment pipeline that addresses regional workforce demands and supports long-term clean energy industry growth.

- **Proposed Total Cost:** $1,500,000

Prior Action(s):

May 20, 2025: The I-REN Executive Committee recommended that the WRCOG Executive Committee authorize the WRCOG Executive Director to execute Memorandums of Understanding with Riverside County and San Bernardino County separately for further development of the I-REN Workforce Education & Training Program in an amount not-to-exceed $1,500,000 per County for a term through December 31, 2027.

February 3, 2025: The WRCOG Executive Committee authorized the WRCOG Executive Director to execute Memorandums of Understanding with Riverside County and San Bernardino County separately, and authorized him, or his designee, to enter into discussions with both Counties to develop contracts to implement programs related to these Memorandums of Understanding, for consideration by the I-REN Executive Committee and both Counties.

Financial Summary:

Activities related to the Workforce Education & Training Sector are included under the I-REN Fiscal Year 2024/2025 Budget in Fund 180, under the Workforce Education & Training subprogram.

Attachment(s):

Attachment 1 - I-REN and San Bernardino County WFDD Partnership Scope

Attachment 2 - I-REN and San Bernardino County Budget

Attachment 3 - I-REN and Riverside WFDD Partnership Scope

Attachment 4 - I-REN Riverside County WDD Budget

Attachment 6 - I-REN MOU - Riverside County Workforce

Attachment 5 - I-REN MOU for San Bernardino County WDD Workforce Services

Attachment

I-REN and San Bernardino County WFDD Partnership Scope

Overview

Recommended Action(s): I-REN is awarding Riverside and San Bernardino counties $1.5 million each through calendar year 2027 to allocate toward identifying opportunities for expanding or enhancing existing programs led by Riverside and San Bernardino County workforce development divisions to meet the four key recommendations for I-REN's Energy Workforce Gaps Assessment.

Summary: I-REN seeks opportunities to build a more resilient energy workforce within the Inland Empire. The first step in identifying the gaps and challenges within the existing workforce was to put forward an Energy Workforce Gaps Assessment that provides a comprehensive outlook on the difficulties experienced by energy employers while also assessing the needs of the projected workforce in the coming years. This Assessment was completed in January 2025, after being reviewed and approved by I-REN Workforce Roundtables and I-REN Executive Committee (https://iren.gov/DocumentCenter/View/277/I-REN-Energy-Workforce-Assessment-Report). A core component of the assessment focuses on training needs and job accessibility needed to meet industry standards and demands. To not reinvent the wheel, I-REN hopes to partner closely with both county workforce development divisions to expand existing energy-related workforce programming, pathways, and resources to achieve the key recommendations outlined in the Energy Workforce Gaps Assessment.

Background:

- **2/11/25**: I-REN facilitated an introductory meeting with Riverside and San Bernardino counties to provide a comprehensive overview of the Energy Workforce Gaps Assessment's foundational content and review of the four key recommendations.
- **3/20/25**: I-REN set up a second meeting with the counties as a brainstorming session to discuss questions or general comments relating to the workforce assessment and discuss ideas from the counties to build out existing programs and resources that align with the workforce assessment recommendations.
- **4/10/25**: I-REN met with the counties for a third time to discuss goals and timelines, review existing programs, and explore a county 'wishlist' for utilizing I-REN funds.

San Bernardino County Energy (SBC)

Summary of project proposal goals:

The SBC Energy proposal outlines a strategic plan by San Bernardino County-Workforce Development Department to expand and enhance current workforce development programs in alignment with the key recommendations outlined in I-REN's Energy Workforce Gaps Assessment (January 2025). Through targeted investment of the $1.5 million allocation, the county will strengthen local training pathways, improve job accessibility, and foster partnerships that promote a resilient energy workforce throughout the Inland Empire.

Overview of scope & objectives:

- Connect job seekers with high-quality, industry-aligned energy training providers.
- To ensure energy industry job seekers can access and complete training and certification in energy-related fields by providing support services that are strategically aligned with the needs of the clean energy workforce pipeline.
- Assist in creating and developing a system with early exposure, accessible training pathways, and seamless alignment between education systems, workforce training providers, and employers in the Energy Industry.
- Assist in the development of a continuous, collaborative framework between employers, unions, training providers, and workforce development boards to improve training program alignment, responsiveness, and accountability

Proposed programming in connection with assessment recommendations: See assessment report for more details on recommendations
Recommendation 1: Connect job seekers to training providers.
Describe how the proposed action will meet recommendation 1:
To address the regional workforce gaps identified in I-REN's Energy Workforce Gaps Assessment, San Bernardino County WDD proposes a multi-pronged strategy to connect job seekers with high-quality, industry-aligned energy training providers. These actions aim to amplify and expand existing training infrastructure while embedding equity, accessibility, and employer engagement throughout. **Centralized Energy Training Pathways List** We will utilize the training list document created by I-REN that maps all local and regional training providers offering programs relevant to the energy sector. SB County WDD will assist

in facilitating training programs entry into the State of California's Eligible Training Provider List (ETPL).

- Partners: Local community colleges, adult education programs, certified pre-apprenticeship programs, and labor unions.
- Connection to Goal: This platform demystifies training options and streamlines access for job seekers, with direct alignment to energy career tracks outlined in the Gaps Assessment.
- Status: New offering, built in coordination with existing WIOA services.

Energy Career Workforce Development Specialists (WDS) (Expansion of Existing Services)

San Bernardino County will expand existing Workforce Development Specialist teams by training designated staff, who will be stationed at AJCCs (America's Job Centers of California).

- Duties include providing one-on-one coaching, screening job seekers for energy sector interest, connecting them to relevant training providers, supporting enrollment, and offering follow-up job placement support.
- AJCC staff will help engage historically underserved populations.
- Connection to Goal: WDS provide the "human bridge" between job seekers and training providers, ensuring no one falls through the crack.

Training Provider Partnership Roundtable

San Bernardino County will **convene bi-annual roundtables** with regional training providers to align offerings with energy sector needs and reduce duplication. This roundtable will also serve to identify any gaps in offerings and explore opportunities for new curriculum development.

- Participating providers can include: San Bernardino Community College District, San Bernardino Valley College, Crafton Hills College, Victor Valley College, Riverside City College, College of the Desert, Chaffey College, local Adult Schools and local union training centers.
- Connection to Goal: Ensures job seekers are being connected to training that is responsive to current and emerging energy sector needs.

Energy Training Incentives/Stipends (New Offering)

To increase enrollment and completion of energy training programs, we propose establishing a Energy Training Incentives/Stipends that provides eligible job seekers with financial assistance for costs not typically covered by traditional funding (e.g., tools, uniforms, travel, testing fees).

- Connection to Goal: Removes financial barriers and increases access to training across income levels.
- Status: New offerings, complementary to existing WIOA supports.

Targeted Outreach and Recruitment Campaign (Expansion of Existing Services)

We will launch a region-wide awareness campaign to recruit job seekers into energy training pathways using digital media, community-based outreach, and in-person events.

- Focus on youth, veterans, reentry populations, and low-income residents.
- Materials will highlight available training programs, energy career pathways, success stories, and how to connect with the AJCCs.
- Connection to Goal: Drives demand and ensures training seats are filled with diverse candidates.
- Status: Expansion of current outreach services with a clean energy focus

How do the proposed actions connect to the energy industry?

All proposed actions are designed to directly support the development of a resilient, inclusive, and industry-aligned energy workforce within Riverside and San Bernardino Counties. Each component builds toward closing the workforce gaps identified in the January 2025 **I-REN Energy Workforce Gaps Assessment**, specifically in areas such as training access, credential alignment, and job placement.

All proposed actions 1.) Centralized Energy Training Pathways List, 2.) Energy Career Workforce Development Specialists (Expansion of Existing Services), 3.) Training Provider Partnership Roundtable (Amplification of Existing Convenings), 4.) Energy Training Incentives/Stipends (New Offering), 5.) Targeted Outreach and Recruitment Campaign (Expansion of Existing Services)

Align with occupations and skillsets prioritized in the I-REN Energy Workforce Gaps Assessment; Are built around connecting individuals to clean energy sectors, not general workforce placement; Address both supply (training availability) and demand (employer engagement) within the energy workforce pipeline, and Support I-REN's equity goals by improving access to energy careers for underrepresented communities

How will the proposed actions fill the gaps outlined in the recommendation?

The proposed actions by San Bernardino County Workforce Development Department are intentionally designed to fill the critical gaps and advance the four key recommendations identified in **I-REN's Energy Workforce Gaps Assessment (January 2025).** Below is a summary of how each recommendation is addressed through this initiative:

Expand and Align Training Programs to Meet Current and Future Energy Workforce

Needs
Gap Identified: Training programs are not adequately aligned with the evolving needs of the energy sector, especially around decarbonization, electrification, and distributed energy systems.
Solution: Training Provider Roundtables will bring together regional energy training providers and employers to align curricula with industry needs and labor market demands.
Results: Energy Career WDS will guide participants into industry-recognized programs, ensuring training is relevant and career-connected. Energy Careers Training Pathways List and connection to the ETPL will help job seekers easily identify and access aligned training options, streamlining connections to high-quality programs.

Increase Awareness and Accessibility of Energy Careers, Especially in Underrepresented Communities

Gap Identified: Many job seekers—especially those from low-income, historically underserved communities—lack awareness of or access to energy career pathways.
Solutions: Outreach and Recruitment Campaign will use targeted digital and grassroots outreach to raise awareness of energy careers and training opportunities among underserved populations.
Results: Energy Career WDS will provide competent guidance and case management to reduce confusion and help individuals navigate complex systems. Energy Training Incentives/Stipends will reduce financial barriers (e.g., exam fees, travel, tools), helping more individuals enroll and persist in energy training programs.

Strengthen Employer Engagement and Real-Time Labor Market Feedback Loops

Gap Identified: Training programs are often designed without consistent employer input, resulting in mismatches between what's taught and what's needed.
Solutions: Training Provider Roundtables will formalize employer engagement as an ongoing process, ensuring that training evolves in step with industry trends and technologies.
Results: Employer partnerships embedded in this initiative will provide real-time feedback on labor needs and host hiring fairs, work-based learning opportunities including Incumbent Worker Training, and internships.

Create Sustainable, Cross-Sector Partnerships That Break Down Silos in Workforce Development

Gap Identified: Workforce development efforts are fragmented across agencies, institutions, and geographies, limiting collective impact.
Solution: Joint County coordination between Riverside and San Bernardino represents a regional, collaborative approach to workforce development.
Results: Partnerships with community colleges, CBOs, labor unions, and training providers will ensure a comprehensive, unified response to workforce needs.

The actions proposed are not isolated efforts—they are directly tied to the challenges and solutions detailed in I-REN's Energy Workforce Gaps Assessment. By expanding access,

aligning training, engaging employers, and building stronger partnerships, this initiative will directly fill the most pressing workforce development gaps in the region's energy sector
Anticipated funding allocation and description of utilization:
• Connect job seekers to training providers. $913,773.00- Connect job seekers with high-quality, industry-aligned energy training providers including OJT, Paid WEX and Incumbent worker training.
Trackable metrics:
• 120 Individuals will be enrolled into high-quality, industry-aligned energy vocational training • 96 Individuals that are enrolled will complete high-quality, industry-aligned energy vocational training with a certificate (80%) • CPUC Metric Index 302 – Clean energy training enrollment • CPUC Metric Index 304 – Percent of total WE&T training program participants that meet the definition of disadvantaged worker
Recommendation 2: Provide support services to make training and certification more attainable.
Describe how the proposed action will meet recommendation 2:
To ensure energy industry job seekers can access and complete training and certification in energy-related fields, this initiative includes targeted support services that are strategically aligned with the needs of the clean energy workforce pipeline. These services address both financial and structural barriers that commonly prevent individuals, especially those from underserved communities, from pursuing or completing training in high-demand energy sectors.
How do the proposed actions connect to the energy industry?
Energy Training Incentives/Stipends/Support Services • Certification exam fees (e.g., NABCEP, OSHA 30, EPA 608) • Specialized tools and PPE for solar, HVAC, and weatherization jobs • Transportation to and from training sites, especially for remote locations in San Bernardino County. • Uniforms, safety gear, and materials for hands-on lab instruction. • Technology support (e.g., laptops or internet hotspots) • Pre-loaded gas or transit cards for completing orientation/info session/intake • Toolkits or equipment for completing technical milestones • Gift cards or bonuses for passing certification exams **Energy Career Workforce Development Specialist (WDS)**

- Conduct intake and interest assessments specific to energy career pathways
- Help identify appropriate training providers and programs based on career goals
- Assist with enrollment, paperwork, and application processes
- Monitor progress during training and provide follow-up guidance
- Connect participants to Training Incentives/Stipends
- Build relationships with employers and help facilitate interviews and placement

This comprehensive approach to support services addresses both systemic inequities and practical challenges, ensuring that the region's emerging energy workforce is not only more skilled—but more inclusive, more supported, and better positioned to thrive. These services are essential to achieving the goals outlined in I-REN's Energy Workforce Gaps Assessment and building a more equitable energy future for San Bernardino County.

How will the proposed actions fill the gaps outlined in the recommendation?

According to the Gaps Assessment (January 2025), the following issues prevent individuals from successfully completing training for energy careers:

- Lack of transportation, childcare, or digital access
- High out-of-pocket costs for tools, PPE, exam fees, and materials
- Limited awareness of available resources or guidance navigating options
- Low program retention due to life challenges and lack of wraparound support
- Disconnection between training institutions and community-based supports

These barriers contribute to low enrollment and high attrition rates in energy-related programs ultimately limiting the region's ability to meet workforce demand in high-growth, high-skill energy sectors. The following targeted actions are designed to directly fill these support-related gaps and improve outcomes across the energy workforce pipeline:

Energy Training Incentives/Stipends/Support Services

Gap Identified: High upfront and hidden costs of energy training prevent many from enrolling or finishing programs.
Solution: The Energy Training Incentives/Stipends/Support Services provides direct financial assistance for:

- Certification exams (e.g., NABCEP, EPA 608, BPI, OSHA 30)
- Tools and uniforms required for solar, HVAC, and energy efficiency programs
- Transportation and childcare during training
- Technology and internet access for hybrid or online learning

Results: Participants can enroll and persist in technical training programs without facing cost-prohibitive financial barriers. This directly supports greater completion and certification rates, especially among underserved populations.

Energy Career Workforce Development Specialist (WDS)

Gap Identified: Many job seekers lack guidance on how to navigate complex energy training and employment pathways.
Solution: WDS offer personalized support including:

- Intake and skills assessment tailored to energy sector careers
- Referrals to aligned training programs and certification tracks
- Support accessing supportive services and applying for assistance
- Follow-up during and after training to ensure successful completion and job placement

Results: WDS provide structure and continuity for job seekers, increasing the likelihood of program retention and ensuring participants are progressing toward industry-recognized credentials aligned with regional workforce demand.

Integrated Supportive Partnerships

Gap Identified: Workforce development efforts often operate in silos without sufficient connection to CBOs or wraparound resources.
Solution: The counties will formalize partnerships with:

- Community colleges and training providers delivering energy programs
- Community-based organizations offering wraparound services (e.g., food assistance, housing navigation, mental health, digital literacy)
- Labor unions and pre-apprenticeship programs to provide mentorship and career exposure

Results: A coordinated ecosystem of support reduces life disruptions that can derail training progress and ensures that energy training is paired with the necessary services to promote success and long-term career advancement.

Milestone-Based Incentives/Stipends/Support Services

Gap Identified: Participants drop out of training due to financial strain and lack of tangible rewards or encouragement.
Solution: Provide small, career-aligned incentives for completing key training milestones, such as:

- Toolkits for completing hands-on labs
- Transit or gas cards to attend certification exams
- Graduation bonuses or job readiness support at program completion

Results: These incentives encourage participants to persist through long or challenging programs, helping boost completion and credential attainment rates in priority energy occupations.

In direct response to I-REN’s Call to Action, the proposed support services fill a critical recommendation of the I-REN Energy Workforce Gaps Assessment by directly targeting training access and completion barriers. These supports ensure more San Bernardino County residents, particularly those who have been historically excluded, can gain access to, persist through, and succeed in energy training and certification programs. By investing in these services, San Bernardino County is not only expanding workforce opportunity but are also actively building a more inclusive, skilled, and resilient energy workforce that is essential to meeting California’s clean energy transition goals.

Anticipated funding allocation and description of utilization:
Provide support services to make training and certification more attainable. \$160,000.00 to ensure energy industry job seekers can access and complete training and certification in energy-related fields, this initiative includes targeted support services that are strategically aligned with the needs of the clean energy workforce pipeline
Trackable metrics:
120 Individuals will be enrolled into high-quality, industry-aligned energy vocational training and will receive Milestone-Based Incentives/Stipends/Support Services helping boost completion and credential attainment rates in priority energy occupations.   - CPUC WE&T Metric: Index 304 – Percent of total WE&T training program participants that meet the definition of disadvantaged worker.
Recommendation 3: Strengthen the regional education and training pipeline from K-12 to energy employment.
Describe how the proposed action will meet recommendation 3:
The transition to a clean energy economy requires early exposure, accessible training pathways, and seamless alignment between education systems, workforce training providers, and employers. The proposed actions are designed to strengthen the entire regional pipeline, from K–12 to career entry, by building awareness, reducing barriers, and creating clear, supported on-ramps to high-growth energy careers for Inland Empire residents.
How do the proposed actions connect to the energy industry?
This comprehensive approach aligns with the I-REN Energy Workforce Gaps Assessment recommendation to bolster the education-to-employment pathway and ensure that young people and transitioning workers can move from interest to industry through coordinated and supported training opportunities. **Early Career Exposure and Outreach for K–12 Students** Action: Launch an energy career awareness campaign in collaboration with school districts, youth-serving organizations, and after-school programs. Activities will include: - Energy career days and classroom presentations led by local employers, unions, and alumni of energy training programs   - Interactive, hands-on energy demonstrations at community STEM and career fairs   - Development of grade-appropriate curriculum modules focused on clean energy, sustainability, and skilled trades   - Summer camps or internship-style programs introducing students to solar, electrification, and EV infrastructure technologies

Impact: These efforts spark early interest in energy careers, especially among students from underserved communities who may not be exposed to these options through traditional academic channels. This builds the foundation for future participation in technical education or workforce training programs.

Integrated Career Navigation and Support for Youth and Young Adults
Action: Expand the reach of Energy Career Staff to serve in-school youth (ages 16–24) in addition to adult job seekers. Energy Career staff can:

- Partner with high school career counselors and CTE coordinators to identify interested students
- Provide post-secondary advising focused on energy pathways (apprenticeships, community college certificates, workforce training)
- Connect students to local pre-apprenticeships, summer bridge programs, and dual enrollment opportunities in energy-related fields
- Offer wraparound support to youth transitioning from high school to workforce training or employment

Impact: Young people receive individualized, energy-specific career planning support at a critical transition point—helping them make informed decisions and stay engaged in the education-to-employment pipeline.

Strengthened Partnerships with CTE and Post-Secondary Energy Training Programs
Action: Formalize partnerships with regional community colleges, Regional Occupational Programs (ROPs), and adult schools offering energy-relevant programs (e.g., HVAC, solar PV, energy auditing, EV charging station tech, and building performance). Activities include:

- Joint curriculum planning to ensure alignment with employer demand and industry standards
- Cross-promotion of programs through the AJCCs
- Co-enrollment strategies that allow youth and adult learners to earn credentials while gaining hands-on experience

Impact: Creates a more cohesive, accessible training ecosystem where learners of all ages can earn stackable credentials and move fluidly from education to energy employment. Strengthens capacity and enrollment in existing regional programs that already offer high-quality energy training.

Employer and Industry Engagement Along the Pipeline
Action: Host regional energy workforce roundtables with K–12 educators, training providers, and employers to:

- Ensure curricula reflect up-to-date skills and certifications required in the energy sector
- Facilitate site tours, mentorship programs, and work-based learning opportunities
- Align job placement pipelines with employers’ talent needs

Impact: Keeps the pipeline responsive to real-world workforce shifts and ensures that training leads to actual jobs. Young people and adult learners can see a clear, supported path to long-term employment in the region's growing energy economy.

Together, these actions create a coordinated, equity-driven energy workforce pipeline that starts with early awareness in K–12 and extends through postsecondary training and career entry. By embedding support, mentorship, and clear transitions throughout the education and training journey, the San Bernardino County will be better positioned to meet the growing demand for clean energy worker and ensure that local youth are at the center of that opportunity.

How will the proposed actions fill the gaps outlined in the recommendation?

The I-REN Energy Workforce Gaps Assessment identified several key weaknesses in the Inland Empire's current education and training pipeline as it relates to clean energy employment. These include:

- Limited awareness of clean energy careers among K–12 students and educators
- Fragmented connections between K–12, postsecondary training providers, and energy employers
- Few structured transitions from high school to energy training or apprenticeships
- Inconsistent access to career navigation and wraparound supports for youth
- Equity gaps that leave rural, low-income, and BIPOC students underrepresented in energy pathways

The proposed actions are designed to directly address these pipeline deficiencies by creating coordinated, well-supported, and accessible pathways from early exposure to career entry in energy sectors such as solar installation, energy efficiency, electrification, HVAC, and EV infrastructure.

Career Awareness and Exposure for K–12 Students

Gap Identified: Lack of early awareness and inspiration around energy careers.
Solution: Implement hands-on energy career outreach in K–12 settings through workshops, career fairs, school-based demos, and interactive curriculum.
Result: Students begin engaging with energy concepts and occupations early, helping build a foundation of interest and career curiosity in middle and high school. This exposure is especially critical in communities that lack strong CTE programs or employer engagement.

Energy Career Navigation for Youth

Gap Identified: No clear, supported bridge between high school and energy workforce programs.

Solution: Expand Energy Career staff to serve in-school and opportunity youth (ages 16–24), helping them transition into energy-related postsecondary training, pre-apprenticeships, and entry-level jobs. **Result:** Youth receive individualized support and guidance to navigate their options, stay engaged, and make informed decisions that lead them into clean energy training and employment. **Strengthened Alignment with CTE, ROPs, and Community Colleges** **Gap Identified**: Disconnect between K–12, postsecondary education, and workforce needs. **Solution:** Establish strong partnerships between workforce boards, community colleges, CTE programs, and employers to align curricula, promote dual enrollment, and co-enroll youth in energy credentialing programs. **Result:** Students experience a seamless pipeline from high school to postsecondary training to employment in high-demand energy occupations. **Employer-Driven Work-Based Learning Opportunities** **Gap Identified:** Students lack real-world energy sector exposure and hands-on learning. **Solution:** Facilitate mentorships, job shadowing, and site visits through partnerships with energy employers and unions. Include work-based learning in summer programs and pre-apprenticeships. **Result:** Participants build experience and confidence in energy-related environments, helping bridge the gap between education and career entry. These actions form a comprehensive response to the education-to-employment pipeline gaps outlined in the I-REN Energy Workforce Gaps Assessment. They ensure that K–12 students and young adults have the information, resources, and structured pathways they need to enter and thrive in clean energy careers. By doing so, the Inland Empire will not only build a more skilled energy workforce, but a more equitable and sustainable future for generations to come.
Anticipated funding allocation and description of utilization:
• Connect job seekers to training providers with an emphasis on Paid WEX for recent graduates of the K-12 educational system. $913,773.00- Connect job seekers with high-quality, industry-aligned energy training providers including OJT, Paid WEX and Incumbent worker training. • Leverage resources and programming from the K-12 educational systems to connect in-school youth to work based leaning services including: pre-apprenticeships, apprenticeships, internship, company tours, job shadows and mentorship opportunities.
Trackable metrics:
• Number of referrals that San Bernardino County WDD connects to the K-12 educational system for resources and programming.

Recommendation 4: Strengthen collaboration between employers and workforce development organizations to assess training effectiveness.
Describe how the proposed action will meet recommendation 4:
A core finding of the I-REN Energy Workforce Gaps Assessment is that while training programs exist across the Inland Empire, they are not consistently aligned with real-time industry demands or monitored for effectiveness in producing job-ready candidates. Energy employers often report a mismatch between training curricula and the evolving needs of clean energy occupations, while workforce development organizations lack structured, ongoing feedback loops from the industry. The actions will create a continuous, collaborative framework between employers, unions, training providers, and workforce development boards to improve training program alignment, responsiveness, and accountability. These partnerships will ensure the region produces a well-prepared, competitive energy workforce that meets employer needs and advances regional economic resilience by not just building a pipeline but a pool of energy industry workers.
How do the proposed actions connect to the energy industry?
Partner with I-REN's Established Regional Energy Workforce Advisory Councils Action: Connect and convene with the employer-driven advisory councils in Riverside and San Bernardino Counties composed of: ● Clean energy employers (solar, HVAC, EV infrastructure, energy efficiency) ● Labor unions and registered apprenticeship sponsors ● Community colleges, ROPs, and workforce training providers ● Workforce development board staff and WDS Purpose: ● Review labor market data and hiring trends ● Evaluate current training program content, credentials, and soft skill development ● Provide direct feedback on graduate preparedness and job performance ● Identify emerging certifications, tools, and technologies for integration Impact: Advisory councils will create structured, recurring spaces for employer feedback, leading to real-time program improvements and ensuring training is directly responsive to market needs. **Implement Training Outcomes Tracking and Feedback Loop** Action: Expand data-sharing agreements between workforce development boards and employers to track key metrics: ● Training enrollment and completion ● Certification and credential attainment ● Time to job placement and wage progression ● Employer satisfaction with new hires Purpose: ● Enable evidence-based evaluation of program performance ● Help identify which training programs lead to quality energy employment

- Inform curriculum adjustments and resource allocation

Impact: This data-driven feedback system creates a performance-based culture where programs are refined and scaled based on what works, improving ROI for both participants and employers.

Embed Employers into Program Design and Delivery

Action: Involve employers in:

- Co-designing training modules, particularly in technical and emerging skill areas
- Serving as guest instructors or mentors in workforce programs
- Offering job shadowing, internship, or pre-apprenticeship experiences
- Reviewing and endorsing curricula used by AJCCs and training providers

Impact: Employers take on a co-ownership role in the training process, resulting in curricula that are grounded in industry realities and participants who are better prepared for workplace expectations.

Leverage Energy Career WDS-Business Service Reps. for Employer Engagement

Action: Navigators will regularly consult with employers to:

- Identify in-demand roles and training needs
- Follow up on participant performance and placement outcomes
- Surface soft skill or cultural fit concerns for program response

Impact: Real-time feedback helps ensure continuous program alignment and a two-way relationship between job developers and hiring partners.

Create Regional Employer Engagement Incentives

Action: Offer incentives to employers who:

- Hire from local energy training programs
- Participate in advisory councils or curriculum development
- Provide training space, mentors, or in-kind support for program delivery

These incentives formalize employer participation and build shared ownership in developing a regional energy talent pipeline.

By embedding employers into every stage of the training pipeline, from design to evaluation, the proposed actions build a dynamic, responsive, and high-accountability workforce ecosystem. The above actions and strategies fill a critical gap identified by I-REN by making sure that workforce programs work for both employers and job seekers. Through this collaborative approach, San Bernardino County will accelerate the development of a high-quality, demand-driven energy workforce.

How will the proposed actions fill the gaps outlined in the recommendation?

Regional Energy Workforce Advisory Councils

Gap Identified: Training programs developed without employer input
Solution: Formalize quarterly advisory councils co-led by industry to assess curricula, identify skill gaps, and co-create training priorities.

Result: Programs are immediately more aligned with actual hiring needs, including emerging technologies in the energy field.

Employer Feedback and Data-Sharing Systems

Gap Identified: No reliable system for assessing graduate success or employer satisfaction
Solution: Implement data mining in the CalJOB System for the participants of this initiative by tracking outcomes for job placement, certification rates, and retention, and share results with employers and program leaders.
Result: Workforce boards and training providers can use real data to refine and improve programs, ensuring accountability and impact.

Employer Participation in Program Delivery

Gap Identified: Limited real-world context and engagement in training
Solution: Invite employers and unions to participate as instructors, mentors, site hosts, or internship providers.
Result: Participants gain hands-on experience and insight into real job expectations, while programs benefit from industry relevance and credibility.

Energy Career WDS-Business Services Reps with Employer Liaison Roles

Gap Identified: Disconnected communication between employers and workforce providers
Solution: WDS-Business Services Reps regularly consult employers about hiring needs, performance of recent hires, and training gaps.
Result: Training content and support services can be quickly adjusted in response to actual employer feedback, keeping the system agile and effective.

Employer Incentives and Recognition

Gap Identified: Lack of motivation for employers to actively engage
Solution: Offer recognition, stipends, or in-kind partnerships for employers who contribute to training strategy, placement, or mentorship.
Result: Employers become long-term partners in the region's workforce pipeline, leading to sustainable collaboration and shared ownership.

These proposed actions will build a sustainable infrastructure for employer-workforce collaboration, closing a critical loop in the training pipeline. As a result, programs will become more demand-driven, performance-focused, and aligned with regional clean energy workforce needs. This ensures that the San Bernardino County job seekers not only complete training, but enter the workforce with the skills, certifications, and readiness that local employers require helping fulfill I-REN's vision for a resilient and prepared energy workforce.

Anticipated funding allocation and description of utilization:

• $235,542.00 Staffing Cost-Salary & Benefits that will fund WDS-Business Services Reps regularly consulting with employers about hiring needs, performance of recent hires, and training gaps.
Trackable metrics:
• Placement Rate and Retention-Of the 120 Individuals will be enrolled into high-quality, industry-aligned energy vocational training, 96 Individuals that are enrolled will complete high-quality, industry-aligned energy vocational training with a certificate (80%) and 68 (70%) will enter training related employment and 50 (74%) will be employed at 2nd quarter and 4th quarter after exit. • CPUC Metric: Index 333 – Placement rate in energy-related employment

Proposed Project Timeline	
07/01/2025-9/30/2025	• Agreement Start-up and Implementation of Scope of work and objectives
10/01/2025-3/31/2027	• Delivery of all Training Services-IWT/OJT/PWEX/Classroom Training/120 participants
01/01/2026 – 6/30/2027	• Job Placement Services-68 (70%) will enter training related employment and 50 (74%) will be employed at 2nd quarter and 4th quarter after exit.
04/01/2027-6/30/2027	• Follow-up and Evaluation of all objectives and outcomes

Total Budget: $1,500,000.00

Timeline	Project, Task, or Deliverable	Cost
07/25-06/27	Training-IWT/OJT/PWEX/Classroom Training/120 participants	$913,773.00
07/25-06/27	Participant Support Services/Stipends/120 participants	$160,000.00
07/25-06/27	Staffing Cost-Salary & Benefits	$235,542.00
07/25-06/27	Travel-Transportation, lodging, meals and other travel-related costs	$5000.00

07/25-06/27	Operating Expenses-Rent, Utilities, Communications and Supplies	$43,703.00
07/25-06/27	Contractor Services-Staff Capacity Training	$8,500.00
07/25-06/27	Indirect Costs-10% of Staffing Cost, Travel, Utilities and Communication, Supplies, and Training	$133,482.00
	Total	$1,500,000.00

Existing and anticipated partnerships with regional stakeholders:

- Please list out existing or anticipated alliances and their role in supporting and fulfilling the outcomes outlined above.
  Local post-secondary institutions including four year universities, community colleges, adult education programs, certified pre-apprenticeship programs, employers, community based organizations, local and national governmental agencies and labor unions.

Attachment

I-REN and San Bernardino County
Budget

Organization	**SAN BERNARDINO COUNTY WORKFORCE DEVELOPMENT BOARD**
Project Name	**I-REN SBC Energy**

PROGRAM COST		
Participant Support Services/Stipends	Support Services/Stipends/120 participants	**160,000.00**
	Total Program Cost	**160,000.00**

STAFFING COST								
Job Titles of Staff	**FTE**	**Monthly Salary**	**Months**	**Total Salary**		**Benefits**	**Benefit %**	**Total Staff Salaries + Benefits**
WORKFORCE DEVELOPMENT SPECIALIST	0.60	6,594.00	24.00	94,954.00		43,935.00	*46.27*	***138,889.00***
SENIOR ACCOUNTANT	0.03	6,888.00	24.00	4,959.00		1,873.00	*37.77*	***6,832.00***
ADMIN SUPERVISOR I	0.02	9,261.00	24.00	4,445.00		1,130.00	*25.42*	***5,575.00***
STAFF ANALYST II	0.04	7,746.00	24.00	7,436.00		2,497.00	*33.58*	***9,933.00***
WORKFORCE DEVELOPMENT SUPERVISOR	0.02	7,115.00	24.00	3,415.00		1,368.00	*40.06*	***4,783.00***
BUSINESS SERVICES SPECIALIST	0.30	6,639.00	24.00	47,801.00		21,729.00	*45.46*	***69,530.00***
			Total Salary	163,010.00	Total Benefits	72,532.00		38.09
						Total Staffing Cost		**$235,542.00**

TRAVEL		
Travel & Meetings	Transportation, lodging, meals and other travel-related costs	**5,000.00**
	Total Travel Expenses	**5,000.00**

OPERATING EXPENSES		
Rent	Facility cost of program staff directly charged to the program	**31,703.00**
Utilities and Communication	Utilities and Communication cost for program staff directly charged to the program	**6,000.00**
Supplies	Operating Supplies and other operating cost of the program	**6,000.00**
	Total Operating Expenses	**43,703.00**

TRAINING	
IWT/OJT/Classroom Training/120 participants	**913,773.00**
Total Training Expenses	**913,773.00**

CONTRACTOR SERVICES	
Staff Trainings	**8,500.00**
Total Contractor Services Expenses	**8,500.00**

INDIRECT COSTS		
Indirect Cost	10% of Staffing Cost, Travel, Utilities and Communication, Supplies, and Training	**133,482.00**
	Total Indirect Cost	**133,482.00**
	Grant Total	**$1,500,000.00**

Attachment

I-REN and Riverside WFDD Partnership Scope

Overview

Recommended Action(s): I-REN is awarding Riverside and San Bernardino counties $1.5 million each through calendar year 2027 to allocate toward identifying opportunities for expanding or enhancing existing programs led by Riverside and San Bernardino county workforce development divisions to meet the four key recommendations for I-REN's Energy Workforce Gaps Assessment.

Summary: I-REN seeks opportunities to build a more resilient energy workforce within the Inland Empire. The first step in identifying the gaps and challenges within the existing workforce was to put forward an Energy Workforce Gaps Assessment that provides a comprehensive outlook on the difficulties experienced by energy employers while also assessing the needs of the projected workforce in the coming years. This Assessment was completed in January 2025, after being reviewed and approved by I-REN Workforce Roundtables and I-REN Executive Committee (https://iren.gov/DocumentCenter/View/277/I-REN-Energy-Workforce-Assessment-Report). A core component of the assessment focuses on training needs and job accessibility needed to meet industry standards and demands. To not reinvent the wheel, I-REN hopes to partner closely with both county workforce development divisions to expand existing energy-related workforce programming, pathways, and resources to achieve the key recommendations outlined in the Energy Workforce Gaps Assessment.

Background:

- **2/11/25**: I-REN facilitated an introductory meeting with Riverside and San Bernardino counties to provide a comprehensive overview of the Energy Workforce Gaps Assessment's foundational content and review of the four key recommendations.
- **3/20/25**: I-REN set up a second meeting with the counties as a brainstorming session to discuss questions or general comments relating to the workforce assessment and discuss ideas from the counties to build out existing programs and resources that align with the workforce assessment recommendations.
- **4/10/25**: I-REN met with the counties for a third time to discuss goals and timelines, review existing programs, and explore a county 'wishlist' for utilizing I-REN funds.

Riverside County Workforce Development Division (RCWDD)- Expanding Access to High-Demand Energy Careers

Summary of project proposal goals:
Provide an outline and summary of the proposed programming and how it directly addresses the regional energy workforce needs outlined in the four assessment recommendations.
The Riverside County Workforce Development Division (RCWDD) is dedicated to bridging regional workforce gaps in the Inland Empire's energy sector by expanding and aligning its existing training and support infrastructure with the four key recommendations of I-REN's Energy Workforce Gaps Assessment. This initiative will enhance accessibility to high-demand energy careers by investing in targeted training, outreach, and wrap-around services, particularly for underserved populations. The project responds directly to employer-identified needs for technical certifications, workforce readiness, and geographic access to energy career pathways.

Overview of scope & objectives:

- *[Project 1]Please describe the project's goals and achievable outcomes*. Expand Energy-Sector Training Access: Partner with educational institutions to increase enrollment in clean energy programs.
- *Example 2* Target Underserved Communities: Conduct outreach to engage youth, women, and residents from rural communities.
- *Example 3* Strengthen Employment Pathways: Partner with energy employers and apprenticeship programs to support job placement in the regional clean energy sector.

Proposed programming in connection with assessment recommendations: See assessment report for more details on recommendations
Recommendation 1: Connect job seekers to training providers.
Describe how the proposed action will meet recommendation 1:
Through America's Job Centers of California (AJCCs), the Riverside County Workforce Development Division (RCWDD) will deploy Career Coaches (case managers) to conduct targeted outreach and connect individuals, particularly those from underrepresented communities, with high-demand clean energy training opportunities. By expanding co-enrollment into the Workforce Innovation and Opportunity Act (WIOA) and Special Grant programs, Career Coaches will provide participants with comprehensive wrap-around supportive services. This approach addresses key barriers identified in the I-REN Energy Workforce Gaps Assessment and is

designed to boost program enrollment, completion, and long-term employment outcomes. Career Coaches will also facilitate direct connections between job seekers and training providers offering programs aligned with in-demand energy careers.
How do the proposed actions connect to the energy industry?
All training accessed through this initiative will focus on priority occupations identified in the I-REN labor market analysis, such as solar photovoltaic installers, HVAC technicians, energy auditors, and roles in grid modernization and electrification. Moreso, the proposed actions will assist with filling the in-demand labor market while promoting the importance of wide arrange of occupations that help sustain high-demand energy sector. These occupations are critical to the Inland Empire's clean energy transition and regional decarbonization goals. These include but are not restricted to the following. • Tier 1 Occupations: Encompasses occupations directly related to utilities, Smart GRID technology, and transmission line infrastructure. Job opportunities include, but are not limited to, Electrical Engineers, Utility Engineers, Electricians, Electrical Power-Line Installers and Repairers, Transmission Line Technicians, Smart GRID Specialists, GRID Resilience Experts, and other positions dedicated to maintaining and advancing energy infrastructure and system reliability. • Tier 2 Occupations: Focuses on customer-oriented roles within the green energy and clean workforce sectors. Job opportunities include, but are not limited to, Customer Service Technicians for Electric Vehicle (EV) systems, HVAC Specialists, Residential Solar Photovoltaic Installers, Smart Meter Technicians, and other positions that support renewable energy technologies and sustainability by directly engaging with and serving customers. • Tier 3 Occupations: Covers maintenance and support service roles essential to the efficient operation of energy sector organizations. Job opportunities in this category include Maintenance Technicians, Truck Drivers, Accounting Specialists, Logistics Coordinators, and Administrative Support roles such as HR Specialists, Clerical Staff, and Executive Assistants. These positions are crucial in maintaining operational efficiency and ensuring the seamless functioning of energy infrastructure and services.
How will the proposed actions fill the gaps outlined in the recommendation?
According to the I-REN Energy Workforce Gaps Assessment, the proposed actions fill critical workforce gaps by directly addressing the region's most pressing challenges: 55.8% of employers cited technical skills deficiencies among applicants, while 39% identified high training costs as a significant barrier to workforce entry. Additionally, with solar jobs projected to grow by 81.3% and over 85% of workers in key energy occupations expected to retire or transfer by 2030, there is an urgent need to expand access to affordable, industry-aligned training programs and build a robust pipeline of new talent equipped to meet the demands of the evolving energy sector.
Anticipated funding allocation and description of utilization:

• $630,000 – The amount of $480,000 will be allocated for training and instruction and ensure that training activities will deliver industry-recognized credentials in clean energy. These funds will cover tuition, licensing, and certification fees, with approximately $8,000 per participant for each of the 60 participants. A total of $150,000 will support the development of specialized training curricula focused on clean energy technologies and workforce skills, designed to provide the instruction necessary for earning industry-recognized credentials.
Trackable metrics:
• Number of individuals referred to or enrolled in energy training programs • Completion and certification rates • Number of participants co-enrolled in WIOA and receiving support services • Participant job placements in energy-related fields within six months or two quarters • CPUC Metric Index 302 – Clean energy training enrollment • CPUC Metric Index 304 – Percent of total WE&T training program participants that meet the definition of disadvantaged worker
Recommendation 2: Provide support services to make training and certification more attainable.
Describe how the proposed action will meet recommendation 2:
RCWDD will scale and enhance existing wrap-around service models within Riverside County's workforce system to reduce barriers to entry and completion of energy-related training programs. Recognizing that 39% of employers cited training costs as a major barrier, the program will provide transportation assistance, childcare support, digital access stipends, paid work-based learning, among other resources as deemed necessary to ensure participants, particularly those from rural and underserved communities, can fully engage in training. These services will be offered through America's Job Centers of California (AJCCs), leveraging co-enrollment with WIOA and partner programs. New partnerships with community-based organizations and housing service providers will further expand access to case management, basic needs assistance, and referral networks to provide wrap-around services for the residents that will be served through this program.
How do the proposed actions connect to the energy industry?
Support services will be attached to training pathways in high-growth energy fields such as HVAC, solar installation, energy auditing, and EV infrastructure. Eliminating logistical and financial barriers will assist with ensuring more residents can pursue the certifications and technical credentials that are required to access these careers.
How will the proposed actions fill the gaps outlined in the recommendation?

The I-REN assessment identifies high training costs, location challenges, and schedule conflicts as key barriers to participation in energy training programs. Providing comprehensive support services and removing these friction points will significantly improve program access and completion, especially for low-income and nontraditional students.
Anticipated funding allocation and description of utilization:
• $210,000 – These funds will go directly to participant support services, which will be used to provide Training vouchers, transportation, tools, technology access, childcare support, and other wrap-around services essential for participant success. These funds may also be used to provide household support, including—but not limited to—supplemental assistance, cost-of-living subsidies, and housing assistance, as the targeted populations for these trainings may include underserved households. There will be an allocated amount of $3,500 for each participant for a total of 60 participants.
Trackable metrics:
• Number of participants receiving support services • Percentage of participants completing training • Certifications earned and job placements in energy occupations • Participant satisfaction with accessibility and support services • CPUC WE&T Metric: Index 304 – Percent of total WE&T training program participants that meet the definition of disadvantaged worker.
Recommendation 3: Strengthen the regional education and training pipeline from K-12 to energy employment.
Describe how the proposed action will meet recommendation 3:
RCWDD will work toward strengthening the regional education and training pipeline by exploring opportunities to increase collaboration with K-12 districts, Regional Occupational Programs (ROPs), and Career Technical Education (CTE) providers to raise awareness of clean energy career pathways. This may include supporting the integration of energy-related content into existing curricula, promoting early exposure through career exploration activities, and identifying opportunities for alignment between high school programs and postsecondary training. These efforts aim to build interest and readiness among youth for future careers in the energy sector while aligning with regional labor market needs.
How do the proposed actions connect to the energy industry?
These actions strive to increase awareness and readiness for careers in the energy sector by exposing students early to occupations such as solar PV installers, HVAC technicians, and energy auditors, roles identified in the I-REN Assessment as having high

growth potential. Aligning educational pathways with evolving industry needs will help prepare the future workforce qualifications towards supporting clean energy infrastructure, building electrification, and grid modernization across the region.
How will the proposed actions fill the gaps outlined in the recommendation?
The I-REN Assessment identified limited energy-related training in K-12 and a lack of early exposure to the energy sector. By working to align CTE programs and promote awareness of energy careers, RCWDD helps fill this pipeline gap, ensuring students understand feasible pathways that do not require four-year degrees while improving equitable access to high-wage, in-demand jobs.
Anticipated funding allocation and description of utilization:
● $472,000 – An allocated amount stemming from $300,000 in personnel (staff salaries and benefits), $5,000 in travel, and $167,000 in indirect costs and operating expenses will be allocated to ensure that our designated staff are engaging with stakeholders and successfully executing this project to ensure that all the trackable metrics are met. A total amount will serve for salaries and fringe benefits for project managers, career coaches, outreach staff, and administrative support needed to implement and manage the program effectively. The funds designated for travel will be used to support employer site visits, participant engagement, and off-site training coordination. The indirect costs and operating expenses will include the overhead costs such as operating costs, such as but not limited to shared services, IT, utilities, compliance and reporting infrastructure, as well as staff capacity building to ensure the team remains up to date with trends and training in the clean energy sector. Funding also supports general administrative functions across WDD. Nevertheless, these funds will help establish and lay the foundation for the WDD team to streamline communication and strengthen the relationships with the mentioned key stakeholders.
Trackable metrics:
● Number of schools or programs engaged ● Number of students participating in energy-focused career exploration activities ● Increase in awareness or interest in energy careers ● Enrollment in postsecondary energy-related training programs or apprenticeships
Recommendation 4: Strengthen collaboration between employers and workforce development organizations to assess training effectiveness.

Describe how the proposed action will meet recommendation 4:
RCWDD will work on either establishing or engaging in Energy Sector Employer Councils or Coalitions to strengthen feedback between energy employers and workforce partners. These groups will help review training content, identify emerging trends, and support hiring efforts. To evaluate effectiveness, RCWDD may implement post-training employer surveys, basic job placement tracking, and periodic follow-ups to assess retention and satisfaction. Shared dashboards or summary reports can be used, as capacity allows, to support data-informed adjustments to training alignment and delivery.
How do the proposed actions connect to the energy industry?
This feedback mechanism ensures that training programs remain relevant and aligned with dynamic industry needs to ensure graduates are prepared for employer needs and succeed in the clean energy sector.
How will the proposed actions fill the gaps outlined in the recommendation?
The assessment highlighted employer frustration with training misalignment and poor retention outcomes. Regular collaboration and evaluation mechanisms will address this by ensuring programs meet current workforce standards and that job seekers are trained in relevant, in-demand skills.
Anticipated funding allocation and description of utilization:
• $168,000- This total amount of funding will be allocated across several key areas to support the program's objectives. A portion will go toward subsidizing wages for program participants, ensuring they receive fair compensation while gaining valuable work experience. Additionally, funds will be used to provide financial incentives to employers who hire and train participants, helping to reduce the cost burden associated with onboarding new workers. Resources will also be dedicated to on-the-job coordination, which includes managing placements, providing ongoing support to both employers and participants, and ensuring that job responsibilities align with training goals. Finally, the program will invest in building and strengthening partnerships within the clean energy sector, collaborating with industry employers to create pathways to long-term employment and ensure that training programs are aligned with current and future workforce needs.
Trackable metrics:
• Number of employers participating in feedback forums • Percentage of training programs revised based on employer input • Employer satisfaction with hires

• Retention rates at 6 and 12 months post-placement • CPUC Metric: Index 333 – Placement rate in energy-related employment

Proposed Project Timeline	
07/2025-06/2026	• 40 Enrolled Participants • 10 Completed Participants • 10 Employed Participants • 10 Certification Attainments
07/2025-06/2026	• 2 New Programs on either State or Local ETPL • Create a pipeline with 1 K-12 education institution through referrals
07/2026-06/2027	• 20 Enrolled Participants • 35 Completed Participants • 30 Employed Participants • 10 Certification Attainments
07/2026-06/2027	• 4 New Programs on either State or Local ETPL • Create a pipeline with 1 K-12 education institution through referrals

Total Budget: When creating the budget, please consider all recommendations outlined in the energy workforce gaps assessment while prioritizing primary recommendations #3 and #4. In the 'Project, Task, or Deliverables' column, please state which recommendation(s) are being addressed. Add additional rows to the total budget as needed.

Timeline	Project, Task, or Deliverable	Cost
07/2025-07/2027	**Personnel (Staff Salaries & Fringe)-** Salaries and fringe benefits for project managers, career coaches, outreach staff, and administrative support needed to implement and manage the program effectively.	$300,000
07/2025-07/2027	**Travel-** Support employer site visits, participant engagement, and off-site training coordination	$5,000
07/2025-07/2027	**Training & Instruction-** Training activities to deliver industry-recognized credentials in clean energy.	$480,000

	This includes covering tuition, licensing, and certification fees. *($8k/participant x 60 participants)*	
07/2025-07/2027	**Participant Support Services-** Training vouchers, transportation, tools, technology access, childcare support, and other wrap-around services essential for participant success. These funds may also be used to provide household support, including—but not limited to—supplemental assistance, cost-of-living subsidies, and housing assistance, as the targeted populations for these trainings may include underserved households. *($3,500/participant x 60 participants)*	$210,000
07/2025-07/2027	**Work-Based Learning & Employer Engagement-** Subsidized wages for participants, employer incentives, OJT coordination, and sector partnership development with clean energy employers. *($4,800/participant x 35 participants)*	$168,000
07/2025-07/2027	**Equipment & Supplies-** Reserved for staff equipment and supplies, ensuring team members have the technology, materials, and tools needed to effectively administer and deliver the program.	$20,000
07/2025-07/2027	**Curriculum Development-** Funding will support the development of specialized training curricula focused on clean energy technologies and workforce skills, designed to provide the instruction necessary for earning industry-recognized credentials.	$150,000
07/2025-07/2027	**Indirect Costs + Operating Expenses-** Overhead costs include operating costs, such as but not limited to shared services, IT, utilities, compliance and reporting infrastructure, as well as staff capacity building to ensure the team remains up to date with trends and training in the clean energy sector. Funding also supports general administrative functions across WDD.	$167,000
	Total	$1,500,000

Existing and anticipated partnerships with regional stakeholders:

- Please list out existing or anticipated alliances and their role in supporting and fulfilling the outcomes outlined above.

To support the advancement of clean energy outcomes, various strategic partnerships play a pivotal role. Below is a list of key existing and anticipated alliances, along with their contributions:

- **Southern California Edison-** We will build upon our established collaboration and successful partnership to ensure the continued development of a sustainable employment pipeline for participants as they near the completion of their respective training programs. By leveraging the insights and strengths gained through our previous efforts, we are committed to creating long-term career opportunities for participants. This ongoing collaboration will facilitate seamless transitions from training to employment, ensuring that participants are not only well-prepared for the workforce but also connected to employers who are actively seeking skilled professionals. Our goal is to foster a robust network that supports both the individual career growth of participants and the workforce needs of local employers.
- **Employer Services-** As a key component of the Riverside County Workforce Development Division, the Employer Services team will remain dedicated to enhancing the employer pipeline throughout Riverside County. This will be achieved by proactively identifying and cultivating employment opportunities that are closely aligned with the skills and qualifications of participants completing their training. By fostering strong partnerships with local employers, the team will ensure that participants are matched with positions that not only meet their career aspirations but also address the evolving workforce demands of the region. This collaborative effort aims to create a sustainable and thriving job market for trained individuals while supporting the economic growth of Riverside County.
- **University of California, Riverside-** The Riverside County Workforce Development Division has been collaborating closely with the University of California, Riverside (UCR) Extension team to design and develop customized training programs tailored to the specific demands of the clean energy sector. This partnership aims to ensure that the curriculum is both relevant and responsive to current industry trends, equipping participants with the skills and knowledge most sought after by clean energy employers. By aligning training content with real-world workforce needs, the program seeks to create a strong talent pipeline that supports regional economic growth and sustainable employment opportunities.
- **Lithium Valley Consortium-** Through our strong, established partnership with the Lithium Valley Consortium, the Riverside County Workforce Development Division is committed to ensuring that the startups being developed through the Lithium Valley Clean Tech Hub are seamlessly integrated into a robust employment pipeline. As these innovative companies grow and evolve, we will work closely with them to identify workforce needs and connect them with skilled, trained participants ready to contribute to the clean energy sector. By aligning workforce

development efforts with the goals of the Clean Tech Hub, we aim to create a sustainable ecosystem where emerging businesses have access to a talent pool that is not only prepared for the demands of the industry but also positioned for long-term success. This collaboration will play a pivotal role in supporting both the growth of clean tech startups and the career advancement of individuals within Riverside County.

- **Ohmio-** The established partnership with Ohmio, an innovative all-electric autonomous shuttle company that recently relocated to Riverside, presents a unique opportunity to further strengthen the local employer pipeline. As Ohmio expands its operations in the region, it will play a crucial role in providing employment opportunities for participants completing their training programs. By working closely with Ohmio, we can ensure that trained individuals are matched with roles that align with their skills while supporting the company's growth in the rapidly evolving clean transportation sector. This collaboration will not only enhance the job prospects for program participants but also contribute to the development of a skilled workforce that meets the emerging needs of cutting-edge industries like autonomous electric transportation.
- **Unions (electrical, ironworkers, carpenters)-** The Riverside County Workforce Development Division has actively engaged with local unions such as IronWorkers, IBEW, and Southwest Carpenters Union, recognizing the vital role they play in addressing the diverse occupational tiers within the workforce. Given the varied skill levels and job classifications that must be considered, these unions will be integral to the success of the program. Their involvement will ensure that participants are not only trained to meet industry standards but also supported throughout their career advancement within their respective fields. By collaborating with unions, we can align training efforts with specific workforce demands, ensuring a smooth transition from training to employment while fostering long-term job security and growth for participants.
- **Thrive Inland SoCal-** As our collaboration with Thrive Inland SoCal continues to expand, the Riverside County Workforce Development Division will leverage its extensive network to ensure that participants are effectively connected with a diverse range of employers and community-based organizations. These strategic partnerships will play a crucial role in enhancing the success of this project by providing additional resources, job opportunities, and support systems that are integral to workforce development. By tapping into Thrive Inland SoCal's network, we will facilitate stronger community engagement and create a more comprehensive support system that addresses both the immediate and long-term needs of participants.

Attachment

I-REN Riverside County WDD
Budget

Inland Regional Energy Network (I-REN)- Budget Breakdown ($1,500,000)

Riverside County Workforce Development Division (RCWDD)

Category	Estimated Amount	Description
1. Personnel (Staff Salaries & Fringe)	**$300,000**	Salaries and fringe benefits for project managers, career coaches, outreach staff, and administrative support needed to implement and manage the program effectively.
2. Travel	**$5,000**	Support employer site visits, participant engagement, and off-site training coordination
3. Training & Instruction	**$480,000**	Training activities to deliver industry-recognized credentials in clean energy. This includes covering tuition, licensing, and certification fees. *($8k/participant x 60 participants)*
4. Participant Support Services	**$210,000**	Training vouchers, transportation, tools, technology access, childcare support, and other wrap-around services essential for participant success. These funds may also be used to provide household support, including—but not limited to—supplemental assistance, cost-of-living subsidies, and housing assistance, as the targeted populations for these trainings may include underserved households. *($3,500/participant x 60 participants)*
5. Work-Based Learning & Employer Engagement	**$168,000**	Subsidized wages for participants, employer incentives, OJT coordination, and sector partnership development with clean energy employers. *($4,800/participant x 35 participants)*
6. Equipment & Supplies	**$20,000**	Reserved for staff equipment and supplies, ensuring team members have the technology, materials, and tools needed to effectively administer and deliver the program.
7. Curriculum Development	**$150,000**	Funding will support the development of specialized training curricula focused on clean energy technologies and workforce skills, designed to provide the instruction necessary for earning industry-recognized credentials.
8. Indirect Costs + Operating Expenses	**$167,000**	Overhead costs include operating costs, such as but not limited to shared services, IT, utilities, compliance and reporting infrastructure, as well as staff capacity building to ensure the team remains up to date with trends and training in the clean energy sector. Funding also supports general administrative functions across WDD.

This $1,500,000 investment enables RCWDD to effectively build a scalable clean energy training pipeline. Designed to serve an estimated 60 participants, the program provides hands-on training, wrap-around services, and direct pathways into the clean energy sector through strong employer partnerships and industry-aligned instruction.

Attachment

Memorandum of Understanding between County of Riverside Department of Housing and Workforce Solutions Workforce Development Division and the Inland Regional Energy Network (I-REN)

MEMORANDUM OF UNDERSTANDING
between
County of Riverside Department of Housing and Workforce Solutions Workforce Development Division
and
The Inland Regional Energy Network (I-REN)

This Memorandum of Understanding ("MOU") is made and entered into the _ day of MONTH 2025, by and between the County of Riverside, a political subdivision of the State of California, by and through its Housing and Workforce Solutions Department, Workforce Development Division (WDD) ("County"), and the Western Riverside Council of Governments ("WRCOG") on behalf of the Inland Regional Energy Network ("I-REN"), a collaborative partnership between the Coachella Valley Association of Governments, San Bernardino Council of Governments, and Western Riverside Council of Governments, focused on advancing clean energy initiatives and equity across the Inland Empire**,** duly organized under the laws of the State of California, ("Partner"). The County and Partner are collectively referred to herein as the "Parties."

1. PURPOSE

The purpose of this MOU is to establish a collaborative partnership between I-REN and WDD to expand workforce education and training programs that create accessible career pathways within the clean energy sector. This collaboration is designed to create jobs and advance long-term employment in the clean energy and clean economy sectors, strengthening economic stability for individuals and families, with a focus on underserved communities and populations facing barriers to success.

2. BACKGROUND

I-REN and WDD are committed to cultivating a more equitable and sustainable future for Riverside County. The clean energy sector offers a critical opportunity to advance environmental sustainability and economic mobility. Recognizing the unique challenges faced by underserved communities, such as limited access to education, transportation, and stable employment, this partnership prioritizes reaching these populations and ensuring they have the resources and support needed to thrive.

Joint efforts will focus on assessing local workforce needs, developing targeted training programs, strengthening industry partnerships, delivering wraparound services, and advocating for policies that promote diversity, equity, and inclusion. This MOU underscores a shared commitment to equipping individuals with the skills and tools to succeed in the clean energy economy while contributing to a sustainable and prosperous future for Riverside County and California.

3. PARTY OBLIGATIONS

Through this partnership, I-REN and WDD are committed to advancing workforce equity and sustainability by creating clear, accessible pathways for individuals from underserved communities to enter the expanding clean energy sector. The goal is to bridge the gap between these communities and opportunities in clean energy by providing the necessary training and support to help individuals succeed in the industry. In doing so, this collaboration contributes to a just and equitable energy future where all residents have the opportunity to participate, grow, and succeed.

The Parties shall work together and perform as follows:

A. County Obligations

The County agrees as follows:

a. The County shall collaborate with local and regional workforce development boards to ensure programs and services are effectively aligned and deliver maximum impact.
b. The County shall integrate job quality and job access standards into major climate investment programs to support the development of a green economy that benefits all Riverside County residents.
c. The County shall review labor market information (LMI) to identify skill gaps and training requirements within the clean energy sector.
d. The County shall partner with training providers to design or adapt programs that equip individuals with the technical and soft skills necessary to secure employment in the clean energy sector.
e. The County shall conduct focused outreach and recruitment efforts to engage historically marginalized communities and expand access to clean energy training opportunities.
f. The County shall foster and strengthen relationships with local employers to create seamless pathways from training to employment.
g. The County shall provide comprehensive support services, including but not limited to job coaching, resume assistance, and other employment readiness resources, as needed to assist individuals in securing and retaining sustainable employment.
h. The services to be provided by the County are more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. <u>Partner Obligations</u>

The Partner agrees as follows:

a. The Partner shall provide equitable access to energy efficiency resources and related cost savings to support the long-term sustainability of communities in Riverside County.
b. The Partner shall empower local and tribal governments by offering energy efficiency resources, best practices education, and technical support.
c. The Partner shall contribute to building a thriving clean energy economy in the Inland Empire by facilitating the creation of clean energy jobs and supporting workforce training aligned with industry needs.
d. The Partner shall equip the construction industry and local building departments with in-depth training to ensure compliance with and enforcement of energy codes and standards.

C. <u>Joint Obligations</u>

The Parties agree as follows:

a. The Parties shall convene regular meetings to review program progress, address challenges, and adjust strategies as needed.
b. The Parties shall maintain regular communication and coordination to ensure alignment on workforce development strategies, policies, and program implementation.
c. The Parties shall share data, best practices, and evaluation results to support continuous program improvement and alignment.
d. The Parties shall collaborate on policy advocacy initiatives that promote diversity, equity, and inclusion in the clean energy workforce.

e. The Parties shall expand access to clean energy job opportunities for historically marginalized groups, including but not limited to people of color, women, low-income individuals, and individuals with disabilities.

f. The Parties shall collaborate to leverage California Workforce Development Board (CWDB) programs, policies, and funding opportunities to cultivate a skilled workforce that supports the achievement of California's clean energy goals.

4. <u>COMPENSATION</u>

This MOU is funded through a total allocation of one million five hundred thousand dollars ($1,500,000) provided by I-REN to support the activities outlined herein. All funds provided under this MOU are sourced from I-REN's Workforce, Education, & Training Sector, funded through the California Public Utilities Commission as a public purpose charge on utility bills. The proposed budget is attached hereto as Exhibit "B" and incorporated herein by this reference. The County shall not be liable for any fees, costs, or expenses beyond the amounts authorized and disbursed under this MOU using I-REN funding and shall have no obligation to provide County funds or purchase any specific quantity of services or products unless otherwise agreed upon in writing.

The County shall submit invoices to the Partner within fifteen (15) days following the last day of each calendar month. The Partner shall process payment within thirty (30) working days of receipt of a valid invoice, subject to verification and approval, contingent upon the availability of I-REN funds. All payments made under this MOU are subject to reimbursement by I-REN, and the County shall submit invoices to I-REN for reimbursement of eligible costs on an ongoing basis.

A. <u>Subcontracting</u>

Of the total funding, one hundred fifty thousand dollars ($150,000) shall be subcontracted to the University of California, Riverside (UCR) for the development of specialized training curricula focused on clean energy technologies and workforce skills. UCR will develop specialized clean energy training curricula aligned with industry standards and the program's goals, designed to provide participants with the instruction necessary to earn industry-recognized credentials. All subcontracting activities shall comply with applicable County procurement and contracting policies and be subject to County oversight and reporting requirements.

5. <u>GENERAL TERMS</u>

It is further mutually agreed by the Parties as follows:

A. <u>Insurance</u>

Without limiting or diminishing the County's obligation to indemnify or hold the Partner harmless, the County shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this MOU. As respects the Insurance section only, WRCOG herein refers to WRCOG, its respective directors, officers, employees, elected or appointed officials, agents or representatives as Additional Insureds.

a. Workers' Compensation:

If the County has employees as defined by the State of California, the County shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of WRCOG.

b. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of the County's performance of its obligations hereunder. Policy shall name WRCOG as Additional Insured. Policy's limit of liability shall not be less than $2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this MOU or be no less than two (2) times the occurrence limit.

c. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this MOU, then the County shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this MOU or be no less than two (2) times the occurrence limit. Policy shall name the WRCOG as Additional Insureds.

d. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by WRCOG. If WRCOG waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The County must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds $500,000 per occurrence each such retention shall have the prior written consent of the WRCOG before the commencement of operations under this MOU. Upon notification of self-insured retention unacceptable to the WRCOG, and at the election of the WRCOG, the County's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this MOU with the WRCOG, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) The County shall cause the County's insurance carrier(s) to furnish WRCOG with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the WRCOG, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to WRCOG prior to any material modification, cancellation, expiration or reduction in coverage of such insurance.

In the event of a material modification, cancellation, expiration, or reduction in coverage, this MOU shall terminate forthwith, unless the WRCOG receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. The County shall not commence operations until the WRCOG has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the County's insurance shall be construed as primary insurance, and the Partner's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this MOU or any extension thereof, there is a material change in the obligations of the Parties; or, there is a material change in the equipment to be used in the performance of the obligation of the Parties; or, the term of this MOU, including any extensions thereof, exceeds five (5) years; the WRCOG reserves the right to adjust the types of insurance and the monetary limits of liability required under this MOU, if in the WRCOG's reasonable judgment, the amount or type of insurance carried by the County has become inadequate.

6) The County shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this MOU.

7) The insurance requirements contained in this MOU may be met with a program(s) of self-insurance acceptable to the County.

8) The County agrees to notify the WRCOG of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this MOU.

B. <u>Hold Harmless/Indemnification</u>

Partner agrees to indemnify and hold harmless the County, its departments, agencies and districts, including their officers, employees and agents (collectively "County Indemnitees"), from any liability, damage, claim or action based upon or related to any services or work of the Partner (including its officers, employees, agents, subcontractors or suppliers) arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury or death. Partner shall, at its sole expense and cost (including but not limited to attorney fees, cost of investigation, defense and settlements or awards), defend County Indemnitees in any such claim or action. Partner shall, at its sole cost, have the right to use counsel of their choice, subject to the approval of County which shall not be unreasonably withheld; and shall have the right to adjust, settle, or compromise any such claim or action so long as that does not compromise Partner's indemnification obligation. The insurance requirements stated in this Agreement shall in no way limit or circumscribe Partner's obligations to indemnify and hold harmless County.

County agrees to indemnify and hold harmless Partner, its officers, employees and agents (collectively “Partner Indemnitees”), from any liability, damage, claim or action based upon or related to any services or work of the County (including its officers, employees, agents, subcontractors or suppliers) arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury or death. County shall, at its sole expense and cost (including but not limited to attorney fees, cost of investigation, defense and settlements or awards), defend Partner Indemnitees in any such claim or action. County shall, at its sole cost, have the right to use counsel of their choice, subject to the approval of Partner which shall not be unreasonably withheld; and shall have the right to adjust, settle, or compromise any such claim or action so long as that does not compromise County’s indemnification obligation. Any insurance requirements stated in this Agreement shall in no way limit or circumscribe County’s obligations to indemnify and hold harmless Partner.

C. Alternative Dispute

The Parties agree that before either Party commences any legal or equitable action, action for declaratory relief, suit, proceeding, or arbitration, the Parties shall first submit the dispute to mediation through a mutually acceptable professional mediator in Riverside County. Each Party shall bear its own expenses and costs associated with the mediation. The cost of mediation shall be shared equally by the Parties.

D. Notices

Any and all notices sent or required to be sent under this MOU shall be mailed to the following addresses, or any other address provided by the Parties in writing; and are deemed delivered one (1) day after their deposit in the United States Mail, postage prepaid:

County: County of Riverside/HWS Workforce Development Division
1325 Spruce Street, Suite 400
Riverside, CA 92507
Attn: Stephanie Adams, Deputy Director for Workforce Development Division

Partner: Western Riverside Council of Governments
Inland Regional Energy Network (I-REN)
3390 University Avenue
Riverside, CA 92501
Attn: Casey Daily

E. Termination

Either Party may terminate this MOU for any reason upon thirty (30) days written notice to the designated representative of the other Party. Except as otherwise provided herein, neither Party shall have any obligation to other upon termination of this MOU.

F. Legal Authority

Nothing in this MOU binds the County or Partner to perform any action that is beyond its legal authority.

G. Conflict of Interest

No member, official or employee of the County or Partner shall have any personal interest, direct or indirect, in this MOU nor shall any such member, official or employee participate in any decision relating to this MOU which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

H. Confidentiality

a. The Partner shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this MOU. The term “privileged or confidential information” includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; County information or data which is not subject to public disclosure; County operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

b. The Partner shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this MOU, except for general statistical information not identifying any person. The Partner shall not use such information for any purpose other than carrying out the Partner’s obligations under this MOU. The Partner shall not disclose, except as otherwise specifically permitted by this MOU, applicable laws, or authorized in advance in writing by the County, any such information to anyone other than to the County. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

I. Interpretation and Governing Law; Severability

This MOU and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This MOU shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this MOU, all Parties having been represented by counsel in the negotiation and preparation hereof.

Any legal action related to the performance or interpretation of this MOU shall be filed only in the Superior Court of the State of California located in Riverside, California, and the Parties waive any provision of law providing for a change of venue to another location. In the event any provision in this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

J. No Third-Party Beneficiaries

This MOU is made and entered into for the sole protection and benefit of the Parties hereto and shall not create any rights in any third Parties, including, but not limited to any businesses or individuals participating in the collaboration between education and workforce development as a way to end poverty, or any affiliates. No other person or entity shall have any right of action based upon the provisions of this MOU.

K. Section Headings

The Section headings herein are for the convenience of the Parties only and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this MOU.

L. Compliance with Laws and Regulations

By executing this MOU, the Parties agree to comply with all applicable federal, state and local laws, regulations and ordinances.

M. Waiver

Any waiver by the County of any breach of any one or more of the terms of this MOU shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this MOU. Failure on the part of the County to require exact, full and complete compliance with any terms of this MOU shall not be construed as in any manner changing the terms or preventing the County from enforcement of the terms of this MOU.

N. Authority to Execute

The persons executing this MOU or exhibits attached hereto on behalf of the Parties to this MOU hereby warrant and represent that they have the authority to execute this MOU and warrant and represent that they have the authority to bind the respective Parties to this MOU to the performance of its obligations hereunder.

This MOU may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this MOU 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 MOU. The parties further agree that the electronic signatures of the parties included in this MOU 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.

O. Amendments and Modifications

It is agreed that the rights, interests, understandings, agreements and obligations of the respective Parties pertaining to the subject matter of this MOU may not be amended, modified or supplemented in any respect except by a subsequent written instrument evidencing the express written consent of each of the Parties hereto and duly executed by the Parties.

P. Administration/MOU Liaison

The Director of Housing and Workforce Solutions, or designee, shall administer this MOU on behalf of the County.

Q. Assignment

Neither Party shall delegate or assign any interest in this MOU, nor transfer any interest in the same, whether by operation of law or otherwise, without the prior written consent of the other Party.

R. Effective Date; Term

The term of this MOU shall commence on the date of the last signature below ("Effective Date") and terminate on December 31, 2027 ("Term").

S. Entire MOU

This MOU is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. Any amounts to or clarification necessary to this MOU shall be in writing and acknowledged by all Parties to the MOU.

[Signatures on Following Page]

[Remainder of Page Intentionally Blank]

APPROVAL

Each party represents and warrants that it has the right, power, and authority to execute this agreement. Each party represents and warrants that it has given all notices and obtained all consents, powers, and authorities necessary to permit that party, and the persons executing this agreement for the party, to enter into this agreement.

"COUNTY"

COUNTY OF RIVERSIDE, a political subdivision of the State of California, by and through its Housing and Workforce Solutions/Workforce Development Division

By: _________________________________
Heidi Marshall
Director of Housing and Workforce Development Division

Dated: ____________

"WRCOG"

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS ON BEHALF OF THE INLAND REGIONAL ENERGY NETWORK

By: ______________________________
Dr. Kurt Wilson
Executive Director

Dated: ____________

APPROVED AS TO FORM

MINH C. TRAN
COUNTY COUNSEL

By: _____________________
Paula Salcido
Deputy County Counsel

Dated: _____________________

APPROVED AS TO FORM

By: _____________________
Steven C. DeBaun
General Counsel

Dated: _____________________

EXHIBIT A

SCOPE OF SERVICES

Overview

Recommended Action(s): I-REN is awarding Riverside and San Bernardino counties $1.5 million each through calendar year 2027 to allocate toward identifying opportunities for expanding or enhancing existing programs led by Riverside and San Bernardino county workforce development divisions to meet the four key recommendations for I-REN's Energy Workforce Gaps Assessment.

Summary: I-REN seeks opportunities to build a more resilient energy workforce within the Inland Empire. The first step in identifying the gaps and challenges within the existing workforce was to put forward an Energy Workforce Gaps Assessment that provides a comprehensive outlook on the difficulties experienced by energy employers while also assessing the needs of the projected workforce in the coming years. This Assessment was completed in January 2025, after being reviewed and approved by I-REN Workforce Roundtables and I-REN Executive Committee (https://iren.gov/DocumentCenter/View/277/I-REN-Energy-Workforce-Assessment-Report). A core component of the assessment focuses on training needs and job accessibility needed to meet industry standards and demands. To not reinvent the wheel, I-REN hopes to partner closely with both county workforce development divisions to expand existing energy-related workforce programming, pathways, and resources to achieve the key recommendations outlined in the Energy Workforce Gaps Assessment.

Background:

- **2/11/25**: I-REN facilitated an introductory meeting with Riverside and San Bernardino counties to provide a comprehensive overview of the Energy Workforce Gaps Assessment's foundational content and review of the four key recommendations.
- **3/20/25**: I-REN set up a second meeting with the counties as a brainstorming session to discuss questions or general comments relating to the workforce assessment and discuss ideas from the counties to build out existing programs and resources that align with the workforce assessment recommendations.
- **4/10/25**: I-REN met with the counties for a third time to discuss goals and timelines, review existing programs, and explore a county 'wishlist' for utilizing I-REN funds.

Riverside County Workforce Development Division (RCWDD)-Expanding Access to High-Demand Energy Careers

Summary of project proposal goals:

Provide an outline and summary of the proposed programming and how it directly addresses the regional energy workforce needs outlined in the four assessment recommendations.

The Riverside County Workforce Development Division (RCWDD) is dedicated to bridging regional workforce gaps in the Inland Empire's energy sector by expanding and aligning its existing training and support infrastructure with the four key recommendations of I-REN's Energy Workforce Gaps Assessment. This initiative will enhance accessibility to high-demand energy careers by investing in targeted training, outreach, and wrap-around services, particularly for underserved populations. The project responds directly to employer-identified needs for technical certifications, workforce readiness, and geographic access to energy career pathways.

Overview of scope & objectives:

- *[Project 1]Please describe the project's goals and achievable outcomes*. Expand Energy-Sector Training Access: Partner with educational institutions to increase enrollment in clean energy programs.
- *Example 2* Target Underserved Communities: Conduct outreach to engage youth, women, and residents from rural communities.
- *Example 3* Strengthen Employment Pathways: Partner with energy employers and apprenticeship programs to support job placement in the regional clean energy sector.

Proposed programming in connection with assessment recommendations: See assessment report for more details on recommendations
Recommendation 1: Connect job seekers to training providers.
Describe how the proposed action will meet recommendation 1:
Through America's Job Centers of California (AJCCs), the Riverside County Workforce Development Division (RCWDD) will deploy Career Coaches (case managers) to conduct targeted outreach and connect individuals, particularly those from underrepresented communities, with high-demand clean energy training opportunities. By expanding co-enrollment into the Workforce Innovation and Opportunity Act (WIOA) and Special Grant programs, Career Coaches will provide participants with comprehensive wrap-around supportive services. This approach addresses key barriers identified in the I-REN Energy Workforce Gaps Assessment and is designed to boost program enrollment, completion, and long-term employment

outcomes. Career Coaches will also facilitate direct connections between job seekers and training providers offering programs aligned with in-demand energy careers.
How do the proposed actions connect to the energy industry?
All training accessed through this initiative will focus on priority occupations identified in the I-REN labor market analysis, such as solar photovoltaic installers, HVAC technicians, energy auditors, and roles in grid modernization and electrification. Moreso, the proposed actions will assist with filling the in-demand labor market while promoting the importance of wide arrange of occupations that help sustain high-demand energy sector. These occupations are critical to the Inland Empire's clean energy transition and regional decarbonization goals. These include but are not restricted to the following. • Tier 1 Occupations: Encompasses occupations directly related to utilities, Smart GRID technology, and transmission line infrastructure. Job opportunities include, but are not limited to, Electrical Engineers, Utility Engineers, Electricians, Electrical Power-Line Installers and Repairers, Transmission Line Technicians, Smart GRID Specialists, GRID Resilience Experts, and other positions dedicated to maintaining and advancing energy infrastructure and system reliability. • Tier 2 Occupations: Focuses on customer-oriented roles within the green energy and clean workforce sectors. Job opportunities include, but are not limited to, Customer Service Technicians for Electric Vehicle (EV) systems, HVAC Specialists, Residential Solar Photovoltaic Installers, Smart Meter Technicians, and other positions that support renewable energy technologies and sustainability by directly engaging with and serving customers. • Tier 3 Occupations: Covers maintenance and support service roles essential to the efficient operation of energy sector organizations. Job opportunities in this category include Maintenance Technicians, Truck Drivers, Accounting Specialists, Logistics Coordinators, and Administrative Support roles such as HR Specialists, Clerical Staff, and Executive Assistants. These positions are crucial in maintaining operational efficiency and ensuring the seamless functioning of energy infrastructure and services.
How will the proposed actions fill the gaps outlined in the recommendation?
According to the I-REN Energy Workforce Gaps Assessment, the proposed actions fill critical workforce gaps by directly addressing the region's most pressing challenges: 55.8% of employers cited technical skills deficiencies among applicants, while 39% identified high training costs as a significant barrier to workforce entry. Additionally, with solar jobs projected to grow by 81.3% and over 85% of workers in key energy occupations expected to retire or transfer by 2030, there is an urgent need to expand access to affordable, industry-aligned training programs and build a robust pipeline of new talent equipped to meet the demands of the evolving energy sector.
Anticipated funding allocation and description of utilization:

- $630,000 – The amount of $480,000 will be allocated for training and instruction and ensure that training activities will deliver industry-recognized credentials in clean energy. These funds will cover tuition, licensing, and certification fees, with approximately $8,000 per participant for each of the 60 participants. A total of $150,000 will support the development of specialized training curricula focused on clean energy technologies and workforce skills, designed to provide the instruction necessary for earning industry-recognized credentials.

Trackable metrics:

- Number of individuals referred to or enrolled in energy training programs
- Completion and certification rates
- Number of participants co-enrolled in WIOA and receiving support services
- Participant job placements in energy-related fields within six months or two quarters
- CPUC Metric Index 302 – Clean energy training enrollment
- CPUC Metric Index 304 – Percent of total WE&T training program participants that meet the definition of disadvantaged worker

Recommendation 2: Provide support services to make training and certification more attainable.

Describe how the proposed action will meet recommendation 2:

RCWDD will scale and enhance existing wrap-around service models within Riverside County's workforce system to reduce barriers to entry and completion of energy-related training programs. Recognizing that 39% of employers cited training costs as a major barrier, the program will provide transportation assistance, childcare support, digital access stipends, paid work-based learning, among other resources as deemed necessary to ensure participants, particularly those from rural and underserved communities, can fully engage in training. These services will be offered through America's Job Centers of California (AJCCs), leveraging co-enrollment with WIOA and partner programs. New partnerships with community-based organizations and housing service providers will further expand access to case management, basic needs assistance, and referral networks to provide wrap-around services for the residents that will be served through this program.

How do the proposed actions connect to the energy industry?

Support services will be attached to training pathways in high-growth energy fields such as HVAC, solar installation, energy auditing, and EV infrastructure. Eliminating logistical and financial barriers will assist with ensuring more residents can pursue the certifications and technical credentials that are required to access these careers.

How will the proposed actions fill the gaps outlined in the recommendation?

The I-REN assessment identifies high training costs, location challenges, and schedule conflicts as key barriers to participation in energy training programs. Providing comprehensive support services and removing these friction points will significantly improve program access and completion, especially for low-income and nontraditional students.

Anticipated funding allocation and description of utilization:

- $210,000 – These funds will go directly to participant support services, which will be used to provide Training vouchers, transportation, tools, technology access, childcare support, and other wrap-around services essential for participant success. These funds may also be used to provide household support, including—but not limited to—supplemental assistance, cost-of-living subsidies, and housing assistance, as the targeted populations for these trainings may include underserved households. There will be an allocated amount of $3,500 for each participant for a total of 60 participants.

Trackable metrics:

- Number of participants receiving support services
- Percentage of participants completing training
- Certifications earned and job placements in energy occupations
- Participant satisfaction with accessibility and support services
- CPUC WE&T Metric: Index 304 – Percent of total WE&T training program participants that meet the definition of disadvantaged worker.

Recommendation 3: Strengthen the regional education and training pipeline from K-12 to energy employment.

Describe how the proposed action will meet recommendation 3:

RCWDD will work toward strengthening the regional education and training pipeline by exploring opportunities to increase collaboration with K-12 districts, Regional Occupational Programs (ROPs), and Career Technical Education (CTE) providers to raise awareness of clean energy career pathways. This may include supporting the integration of energy-related content into existing curricula, promoting early exposure through career exploration activities, and identifying opportunities for alignment between high school programs and postsecondary training. These efforts aim to build interest and readiness among youth for future careers in the energy sector while aligning with regional labor market needs.

How do the proposed actions connect to the energy industry?
These actions strive to increase awareness and readiness for careers in the energy sector by exposing students early to occupations such as solar PV installers, HVAC technicians, and energy auditors, roles identified in the I-REN Assessment as having high growth potential. Aligning educational pathways with evolving industry needs will help prepare the future workforce qualifications towards supporting clean energy infrastructure, building electrification, and grid modernization across the region.
How will the proposed actions fill the gaps outlined in the recommendation?
The I-REN Assessment identified limited energy-related training in K-12 and a lack of early exposure to the energy sector. By working to align CTE programs and promote awareness of energy careers, RCWDD helps fill this pipeline gap, ensuring students understand feasible pathways that do not require four-year degrees while improving equitable access to high-wage, in-demand jobs.
Anticipated funding allocation and description of utilization:
• $472,000 – An allocated amount stemming from $300,000 in personnel (staff salaries and benefits), $5,000 in travel, and $167,000 in indirect costs and operating expenses will be allocated to ensure that our designated staff are engaging with stakeholders and successfully executing this project to ensure that all the trackable metrics are met. A total amount will serve for salaries and fringe benefits for project managers, career coaches, outreach staff, and administrative support needed to implement and manage the program effectively. The funds designated for travel will be used to support employer site visits, participant engagement, and off-site training coordination. The indirect costs and operating expenses will include the overhead costs such as operating costs, such as but not limited to shared services, IT, utilities, compliance and reporting infrastructure, as well as staff capacity building to ensure the team remains up to date with trends and training in the clean energy sector. Funding also supports general administrative functions across WDD. Nevertheless, these funds will help establish and lay the foundation for the WDD team to streamline communication and strengthen the relationships with the mentioned key stakeholders.
Trackable metrics:
• Number of schools or programs engaged • Number of students participating in energy-focused career exploration activities • Increase in awareness or interest in energy careers

- Enrollment in postsecondary energy-related training programs or apprenticeships

Recommendation 4: Strengthen collaboration between employers and workforce development organizations to assess training effectiveness.

Describe how the proposed action will meet recommendation 4:

RCWDD will work on either establishing or engaging in Energy Sector Employer Councils or Coalitions to strengthen feedback between energy employers and workforce partners. These groups will help review training content, identify emerging trends, and support hiring efforts. To evaluate effectiveness, RCWDD may implement post-training employer surveys, basic job placement tracking, and periodic follow-ups to assess retention and satisfaction. Shared dashboards or summary reports can be used, as capacity allows, to support data-informed adjustments to training alignment and delivery.

How do the proposed actions connect to the energy industry?

This feedback mechanism ensures that training programs remain relevant and aligned with dynamic industry needs to ensure graduates are prepared for employer needs and succeed in the clean energy sector.

How will the proposed actions fill the gaps outlined in the recommendation?

The assessment highlighted employer frustration with training misalignment and poor retention outcomes. Regular collaboration and evaluation mechanisms will address this by ensuring programs meet current workforce standards and that job seekers are trained in relevant, in-demand skills.

Anticipated funding allocation and description of utilization:

- $168,000- This total amount of funding will be allocated across several key areas to support the program's objectives. A portion will go toward subsidizing wages for program participants, ensuring they receive fair compensation while gaining valuable work experience. Additionally, funds will be used to provide financial incentives to employers who hire and train participants, helping to reduce the cost burden associated with onboarding new workers. Resources will also be dedicated to on-the-job coordination, which includes managing placements, providing ongoing support to both employers and participants, and ensuring that job responsibilities align with training goals. Finally, the program will invest in building and strengthening partnerships within the clean energy sector, collaborating with industry employers to create pathways to

long-term employment and ensure that training programs are aligned with current and future workforce needs.
Trackable metrics:
• Number of employers participating in feedback forums • Percentage of training programs revised based on employer input • Employer satisfaction with hires • Retention rates at 6 and 12 months post-placement • CPUC Metric: Index 333 – Placement rate in energy-related employment

Total Budget: When creating the budget, please consider all recommendations outlined in the energy workforce gaps assessment while prioritizing primary recommendations #3 and #4. In the 'Project, Task, or Deliverables' column, please state which recommendation(s) are being addressed. Add additional rows to the total budget as needed.

Timeline	Project, Task, or Deliverable	Cost
07/2025-07/2027	**Personnel (Staff Salaries & Fringe)-** Salaries and fringe benefits for project managers, career coaches, outreach staff, and administrative support needed to implement and manage the program effectively.	$300,000
07/2025-07/2027	**Travel-** Support employer site visits, participant engagement, and off-site training coordination	$5,000
07/2025-07/2027	**Training & Instruction-** Training activities to deliver industry-recognized credentials in clean energy. This includes covering tuition, licensing, and certification fees. *($8k/participant x 60 participants)*	$480,000
07/2025-07/2027	**Participant Support Services-** Training vouchers, transportation, tools, technology access, childcare support, and other wrap-around services essential for participant success. These funds may also be used to provide household support, including—but not limited to—supplemental assistance, cost-of-living subsidies, and housing assistance, as the	$210,000

	targeted populations for these trainings may include underserved households. *($3,500/participant x 60 participants)*	
07/2025-07/2027	**Work-Based Learning & Employer Engagement-** Subsidized wages for participants, employer incentives, OJT coordination, and sector partnership development with clean energy employers. *($4,800/participant x 35 participants)*	$168,000
07/2025-07/2027	**Equipment & Supplies-** Reserved for staff equipment and supplies, ensuring team members have the technology, materials, and tools needed to effectively administer and deliver the program.	$20,000
07/2025-07/2027	**Curriculum Development-** Funding will support the development of specialized training curricula focused on clean energy technologies and workforce skills, designed to provide the instruction necessary for earning industry-recognized credentials.	$150,000
07/2025-07/2027	**Indirect Costs + Operating Expenses-** Overhead costs include operating costs, such as but not limited to shared services, IT, utilities, compliance and reporting infrastructure, as well as staff capacity building to ensure the team remains up to date with trends and training in the clean energy sector. Funding also supports general administrative functions across WDD.	$167,000
	Total	$1,500,000

Existing and anticipated partnerships with regional stakeholders:

- Please list out existing or anticipated alliances and their role in supporting and fulfilling the outcomes outlined above.

To support the advancement of clean energy outcomes, various strategic partnerships play a pivotal role. Below is a list of key existing and anticipated alliances, along with their contributions:

- **Southern California Edison-** We will build upon our established collaboration and successful partnership to ensure the continued development of a sustainable employment pipeline for participants as they near the completion of their respective training programs. By leveraging the insights and strengths gained through our previous efforts, we are committed to creating long-term career opportunities for participants. This ongoing collaboration will facilitate seamless transitions from training to employment, ensuring that participants are not only well-prepared for the workforce but also connected to employers who are actively seeking skilled professionals. Our goal is to foster a robust network that supports both the individual career growth of participants and the workforce needs of local employers.

- **Employer Services-** As a key component of the Riverside County Workforce Development Division, the Employer Services team will remain dedicated to enhancing the employer pipeline throughout Riverside County. This will be achieved by proactively identifying and cultivating employment opportunities that are closely aligned with the skills and qualifications of participants completing their training. By fostering strong partnerships with local employers, the team will ensure that participants are matched with positions that not only meet their career aspirations but also address the evolving workforce demands of the region. This collaborative effort aims to create a sustainable and thriving job market for trained individuals while supporting the economic growth of Riverside County.
- **University of California, Riverside-** The Riverside County Workforce Development Division has been collaborating closely with the University of California, Riverside (UCR) Extension team to design and develop customized training programs tailored to the specific demands of the clean energy sector. This partnership aims to ensure that the curriculum is both relevant and responsive to current industry trends, equipping participants with the skills and knowledge most sought after by clean energy employers. By aligning training content with real-world workforce needs, the program seeks to create a strong talent pipeline that supports regional economic growth and sustainable employment opportunities.
- **Lithium Valley Consortium-** Through our strong, established partnership with the Lithium Valley Consortium, the Riverside County Workforce Development Division is committed to ensuring that the startups being developed through the Lithium Valley Clean Tech Hub are seamlessly integrated into a robust employment pipeline. As these innovative companies grow and evolve, we will work closely with them to identify workforce needs and connect them with skilled, trained participants ready to contribute to the clean energy sector. By aligning workforce development efforts with the goals of the Clean Tech Hub, we aim to create a sustainable ecosystem where emerging businesses have access to a talent pool that is not only prepared for the demands of the industry but also positioned for long-term success. This collaboration will play a pivotal role in supporting both the growth of clean tech startups and the career advancement of individuals within Riverside County.
- **Ohmio-** The established partnership with Ohmio, an innovative all-electric autonomous shuttle company that recently relocated to Riverside, presents a unique opportunity to further strengthen the local employer pipeline. As Ohmio

expands its operations in the region, it will play a crucial role in providing employment opportunities for participants completing their training programs. By working closely with Ohmio, we can ensure that trained individuals are matched with roles that align with their skills while supporting the company's growth in the rapidly evolving clean transportation sector. This collaboration will not only enhance the job prospects for program participants but also contribute to the development of a skilled workforce that meets the emerging needs of cutting-edge industries like autonomous electric transportation.

- **Unions (electrical, ironworkers, carpenters)-** The Riverside County Workforce Development Division has actively engaged with local unions such as IronWorkers, IBEW, and Southwest Carpenters Union, recognizing the vital role they play in addressing the diverse occupational tiers within the workforce. Given the varied skill levels and job classifications that must be considered, these unions will be integral to the success of the program. Their involvement will ensure that participants are not only trained to meet industry standards but also supported throughout their career advancement within their respective fields. By collaborating with unions, we can align training efforts with specific workforce demands, ensuring a smooth transition from training to employment while fostering long-term job security and growth for participants.
- **Thrive Inland SoCal-** As our collaboration with Thrive Inland SoCal continues to expand, the Riverside County Workforce Development Division will leverage its extensive network to ensure that participants are effectively connected with a diverse range of employers and community-based organizations. These strategic partnerships will play a crucial role in enhancing the success of this project by providing additional resources, job opportunities, and support systems that are integral to workforce development. By tapping into Thrive Inland SoCal's network, we will facilitate stronger community engagement and create a more comprehensive support system that addresses both the immediate and long-term needs of participants.

EXHIBIT B

PROPOSED BUDGET

Category	Estimated Amount	Description
1. Personnel (Staff Salaries & Fringe)	$300,000	Salaries and fringe benefits for project managers, career coaches, outreach staff, and administrative support needed to implement and manage the program effectively.
2. Travel	$5,000	Supports employer site visits, participant engagement, and off-site training coordination.
3. Training & Instruction	$480,000	Training activities to deliver industry-recognized credentials in clean energy, including tuition, licensing, and certification fees. ($8,000 per participant × 60 participants).
4. Participant Support Services	$210,000	Includes, but is not limited to, training vouchers, transportation, tools, technology access, childcare, and other wraparound services. May also cover supplemental assistance, cost-of-living subsidies, and housing assistance. ($3,500 per participant × 60 participants).
5. Work-Based Learning & Employer Engagement	$168,000	Subsidized wages for participants, employer incentives, on-the-job (OJT) training coordination, and sector partnership development with clean energy employers. ($4,800 per participant × 35 participants).
6. Equipment & Supplies	$20,000	Reserved for staff equipment and supplies to ensure the team has the technology, materials, and tools needed to effectively administer and deliver the program.
7. Curriculum Development	$150,000	Supports the development of specialized training curricula focused on clean energy technologies and workforce skills, designed to provide the instruction necessary for earning industry-recognized credentials.
8. Indirect Costs + Operating Expenses	$167,000	Covers overhead and operating costs such as, but not limited to, shared services, IT, utilities, compliance and reporting infrastructure, and staff capacity building. Also supports general administrative functions across WDD to maintain program integrity and compliance.

****GRAND TOTAL PROGRAM COSTS: $1,500,000****

Attachment

Memorandum of Understanding by and between Western Riverside Council of Governments and San Bernardino County for Career Services in San Bernardino County

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS AND SAN BERNARDINO COUNTY FOR CAREER SERVICES IN SAN BERNARDINO COUNTY

This Memorandum of Understanding ("MOU") is entered into on this 1st day of July 2025 ("Effective Date"), by and between the Western Riverside Council of Governments, a California joint powers authority ("WRCOG") and San Bernardino County ("County") through its Workforce Development Department ("WDD"). WRCOG and County may sometimes be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, WRCOG, San Bernardino Associated Governments ("SANBAG") and the Coachella Valley Association of Governments ("CVAG") have formed a consortium named the Inland Regional Energy Network ("I-REN") for the purpose of establishing and operating locally administered, designed, and delivered energy efficiency programs; and

WHEREAS, WRCOG is the administrative lead of I-REN and is responsible for entering into contracts on behalf of I-REN; and

WHEREAS, WRCOG has been awarded funding through the expansion in the clean energy sector, which made funding available (not to exceed $1,500,000 for the term of this MOU) for Workforce Development Programming to provide career services to San Bernardino County residents; and

WHEREAS, WDD seeks to serve the unemployed and the underemployed, by providing career services to County residents seeking job placement or training assistance to increase economic stability; and

WHEREAS, WDD aims to provide reliable career services to make a positive difference in the lives of San Bernardino County residents; and

WHEREAS, WRCOG, through I-REN, wants to continue to make career services available to San Bernardino County residents by promoting workforce equity and sustainability by fostering pathways that empower underserved communities to access opportunities within the expanding clean energy sector; and

WHEREAS, the Parties are entering into this MOU in order for WRCOG, through I-REN, to award clean energy sector funding to the County for WDD's provision of career services as set forth in more detail in Exhibit A -Services, for a term of July 1, 2025 to December 31, 2027; and

NOW, THEREFORE, in consideration of the promises set forth herein, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree the following terms and conditions:

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

2. Definitions.

(A) County –San Bernardino County

(B) Inland Regional Energy Network ("I-REN") – The consortium formed by WRCOG, SANBAG, and CVAG for the purpose of establishing and operating locally administered, designed, and delivered energy efficiency programs.

(C) Western Riverside Council of Governments ("WRCOG") - A joint powers authority formed and operating pursuant to Government Code section 6500 *et seq.* WRCOG's member agencies are the County of Riverside and all Western Riverside County cities that execute the joint powers agreement.

(D) Workforce Development Department ("WDD") – The San Bernardino County Workforce Development Department operates programs under the guidance of the Workforce Development Board. WDD implements comprehensive strategies to meet the needs of local businesses for a skilled workforce, while creating opportunities for workers to prepare for and enter into well-paid careers.

(E) Workforce Innovation and Opportunity Act ("WIOA") – The Workforce Innovation and Opportunity Act, signed into law in 2014, is designed to strengthen and improve our nation's public workforce system. The law focuses on helping Americans, including youth and those with significant barriers to employment, gain access to high-quality jobs and careers.

3. WRCOG Responsibilities. I-REN actively pursues participation in California's clean energy initiatives and build a stronger clean energy economy throughout communities in Riverside and San Bernardino counties. I-REN was formed based on the shared belief in saving energy and increasing equity for residents, businesses, and local governments throughout San Bernardino and Riverside Counties. WRCOG, either indirectly through I-REN, or directly itself, will:

(A) **Provide equitable access to energy efficiency resources** and the associated cost savings is crucial to the future of the communities

(B) **Empower local and tribal governments** alike through energy efficiency resources, best practices education, and support staff

(C) **Ensure a thriving future clean energy economy** in the Inland Empire by creating clean energy jobs and training the workforce on needed skills

(D) **Equip the construction industry and local building departments** with in-depth training to comply with and enforce energy codes and standards

(E) **Provide up to $1,500,000 in funding to the County** for the services provided by WDD hereunder.

1. The maximum amount of reimbursement under this MOU shall not exceed $1,500,000 subject to the availability of WRCOG funds. The consideration

to be paid to WDD, as provided herein, shall be in full payment for all WDD's Services and expenses as detailed in Exhibit B – Budget, and subject to proper documentation per this Paragraph E.

2. Reimbursement for Services and expenses provided, as identified in Exhibit B – Budget shall occur on monthly basis. No later than thirty (30) calendar days following the month of service, WDD shall submit an itemized claim worksheet for payment for the month, in the form of an invoice for Services for reimbursement of WDD staff time based on the EMACS payroll system. Monthly invoices shall be sent to:

    WRCOG/I-REN
    ATTN: Casey Dailey
    3390 University Avenue
    Riverside, CA 92501

3. A payment shall be processed by WRCOG no later than thirty (30) calendar days after receipt of an approved invoice reimbursement.

4. Reimbursement payment by WRCOG to WDD for time and expenses will be made via check.

5. Reimbursement may be delayed or reduced if invoices and itemized claim sheets are submitted without sufficient back up documentation, or in the event that WDD and WRCOG have a good faith dispute about payment, which shall be resolved in accordance with terms and conditions in Section 27 below.

6. Funding made available under this MOU shall not supplant any federal, state, or local governmental funds intended for services of the same nature as this MOU. WDD shall not claim reimbursement of payment from WRCOG for, or apply sums received from WRCOG with respect to that portion of its obligations, which have been paid by another source of revenue. WDD agrees that it will not use funds received pursuant to this MOU, either directly or indirectly, as a contribution or compensation for purposes of obtaining fund from another revenue source without prior written approval of WRCOG.

7. All records pertaining to the delivery of Services and all fiscal, statistical and management books and records shall be available for examination and audit by WRCOG and I-REN and federal and state representatives for a period of five years after final payment under the MOU or until all pending county, state and federal audits are completed, whichever is later. Records of WDD which do not pertain to the Services under this MOU shall not be subject to review or audit unless otherwise provided in this MOU.

4. WDD Responsibilities. WDD agrees to seek to support the shared vision and priorities understood in this MOU and will provide those Services as set forth in Exhibit A, as may be amended by the Parties as set forth herein, including but not limited to, the following:

(A) Connect local job seekers to established training providers and introduce third-party training providers

(B) Provide and connect employees with support services to enhance training and certification attainability

(C) Strengthen the regional education and training pipeline from K-12 to employment

(D) Strengthen collaboration between employers and workforce development organizations to continuously assess training effectiveness

5. Compliance with Law. The Parties' actions under the MOU shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders.

6. Notice of Delays. Except as otherwise provided herein, when either Party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this MOU, that Party shall within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other Party.

7. Mutual Indemnification.

(A) County agrees to indemnify, defend (with counsel reasonably approved by the WRCOG) and hold harmless WRCOG, I-REN and their member agencies, elected officials, officers, employees, agents, and volunteers (Indemnitees), at the County's sole expense, from and against any and all claims actions, losses, damages, liability, and/or legal proceedings brought against the Indemnitees arising out of the performance of the County under this MOU.

(B) WRCOG agrees to indemnify, defend (with counsel reasonably approved by the County) and hold harmless the County and its elected officials, officers, employees, agents, and volunteers, at WRCOG's sole expense, from and against any and all claims actions, losses, damages, liability, and/or legal proceedings brought against the County, its elected officials, officers, employees, agents, and volunteers arising out of the performance of WRCOG and/or I-REN under this MOU.

(C) Notwithstanding the foregoing, neither Party shall be liable for the defense or indemnification of the other Party for claims, actions, complaints, or suits arising out of the sole active negligence or willful misconduct of the other Party.

(D) In the event that both Parties are found to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under this MOU, the Parties shall indemnify the other to the extent of its comparative fault. In the event of litigation arising from this MOU, each Party shall bear its own costs, including attorney's fees.

8. Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Either Parties' consent or approval of any act by the other Party requiring its consent or approval shall not be deemed to waive or render unnecessary its consent to or approval of any subsequent act of the other Party. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this MOU.

9. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this MOU shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this MOU which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder.

10. Governing Law and Venue. This MOU shall be governed by the laws of the State of California without regard to conflicts of laws principles. Venue shall be in Riverside County, California. The Parties agree that the venue of any action or claim brought by any Party to this MOU will be the Superior Court of California, County of San Riverside. Each Party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this MOU is brought by any third party and filed in another venue, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of Riverside.

11. Insurance. The County shall provide proof of insurance to I-REN prior to beginning providing the services under this MOU.

(A) Minimum Limits of Insurance. The County shall maintain limits no less than: (1) General Liability $2,000,000 per occurrence $4,000,000 aggregate for bodily injury, personal injury and property damage. and (2) 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. Defense costs shall be paid in addition to the limits.

(B) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, I-REN, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the County, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects I-REN, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the County's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the I-REN, before the I-REN's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the I-REN, its directors, officials, officers, employees, agents, and volunteers shall be excess of the County's insurance and shall not be called upon to contribute with it in any way. Any available insurance proceeds in excess of the specified minimum limits of coverage specified in this Section 11 shall be available to the parties required to be named as additional insureds pursuant to this Section 11.

12. County Representative. The WDD Director or Assistant Director shall represent the County in all matters pertaining to this MOU. The WDD Director or Assistant Director is delegated the authority to amend this MOU to add no-cost services to Exhibit A and to terminate this MOU in accordance with the termination provisions herein.

13. Relationship of the Parties. Nothing contained in this MOU shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power, or authority to create an obligation or duty, express or implied, on behalf of the other Party hereto.

14. Debarment and Suspension. County certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website https://www.sam.gov). County further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

15. Drug and Alcohol Free Workplace. In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this MOU, the County agrees that the County and the County's employees, while performing service for the County, on County property, or while using County equipment:

(A) Shall not be impaired in any way because of being under the influence of alcohol or an illegal or controlled substance.

(B) Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

(C) Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where County or County's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The County shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this MOU and any other MOU the County has with the County, if the County or County's employees are determined by the County not to be in compliance with above.

16. Employment Discrimination. During the term of the MOU, County shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. County shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

17. Reserved.

18. Consumer Privacy. To the extent applicable, if County is a business that collects the personal information of a consumer(s) in performing Services pursuant to this MOU, County must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code section 1798.140. County must contact WRCOG immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. County must not sell, market or otherwise disclose personal information of a consumer provided by WRCOG unless specifically authorized pursuant to terms of this MOU. County must immediately provide to WRCOG any notice provided by a consumer to County pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this MOU. County must immediately notify WRCOG if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b) concerning the Services provided under this MOU.

19. Air, Water Pollution Control, Safety and Health. County shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the Services performed pursuant to this MOU.

20. Equal Opportunity Requirements. County agrees to comply with the provisions of the Equal Employment Opportunity Program of San Bernardino County and rules and regulations adopted pursuant thereto: Executive Order 11246 (as amended by Executive Orders 11375, 11625, 12138, 12432, and 12250); Title VII of the Civil Rights Act of 1964; Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000), the California Fair Employment and Housing Act; and other applicable federal, state, and county laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The County shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, gender, marital status, sexual orientation, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the County Human Services Contracts Unit.

(A) Compliance – County shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. County shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. The "Equal Opportunity is the Law" notice, which explains the nondiscrimination and equal opportunity provisions of WIOA and other similar federal programs, shall be provided to each Customer. All complaints that allege discrimination on the bases listed above will be referred to the WDD Equal Opportunity Officer for action.

(B) Civil Rights Compliance – The County shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation.

(C) County agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).

(D) County shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations title 20, section 1401 et seq.).

(E) If the amount available to County under this MOU exceeds one hundred thousand dollars ($100,000), County agrees to comply with the Clean Air Act (42 U.S.C. Section 7606), section 508 of the Clean Water Act (33 U.S.C. section 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R. section 1.1 et seq.).

21. <u>Compliance With Laws and Regulations</u>. The County warrants and certifies that, in the performance of this MOU, it shall comply with all applicable laws, rules, and regulations of the United States, the State of California, and the County. The County further warrants and certifies that it shall comply with any new, amended, or revised laws, regulations and/or procedures that apply to the performance of this MOU.

22. <u>Term</u>. This MOU shall be effective July 1, 2025 through December 31, 2027 but may be terminated earlier in accordance with the termination provisions of this MOU herein.

23. <u>Duration of Terms</u>. This MOU, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective Parties, provided no such assignment is in violation of the provisions of this MOU.

24. <u>Termination</u>. Either Party may terminate this MOU, for any reason, with a thirty (30) day written notice of termination.

25. Notices. All written notices provided for in this MOU or which either Party desires to give to the other Party shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United Sates mail, postage prepaid, and addressed to the other Party as follows:

San Bernardino County	**WRCOG**
Workforce Development Department	I-REN
Attn: Bradley Gates	Attn: Casey Dailey
290 North D Street, Suite 600	3390 University Ave.
San Bernardino, CA 92415	Riverside, CA 92501
Brad.Gates@wdd.sbcounty.gov	cdailey@wrcog.us
909-387-9862	951-405-6720

26. Entire Agreement. This MOU, including all Exhibits and other attachments, represents the final, complete, and exclusive agreement between the Parties hereto. Any prior agreement, promises, negotiations, or representations relating to the subject matter of this MOU not expressly set forth herein are of no force or effect. This MOU is executed without reliance upon any promise, warranty, or representation by any Party or any representative of any Party other than those expressly contained herein. Each Party has carefully read this MOU and signs the same of its own free will.

27. Informal Dispute Resolution. In the event of any dispute, claim, question or disagreement arising from or relating to this MOU or breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties.

28. Attorney's Fees and Costs. If any legal action is instituted to enforce any Party's rights hereunder, each Party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a Party hereto and payable under Indemnification and Insurance Requirements herein.

29. Subpoena. In the event that a subpoena or other legal process commenced by a third party in any way concerning the Services to be provided under this MOU is served upon WRCOG or County, such Party agrees to notify the other Party in the most expeditious fashion possible following receipt of such subpoena or other legal process. WRCOG and County further agree to cooperate with the other Party in any lawful effort by such other Party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the Party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by WRCOG or County.

30. Time of the Essence. Time is of the essence in performance of this MOU and of each of its provisions.

31. Modifications. The Parties agree that any alterations, variations, modifications, or waivers of the provisions of the MOU, shall be valid only when reduced to writing, executed and attached to the original MOU.

32. Authority. Each signatory to this MOU hereby warrants that he or she has the authority to sign on behalf of the Party for which he or she is signing.

33. Counterparts; Electronic Signatures. The Parties agree that this MOU may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this MOU is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this MOU. The Parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed MOU upon request.

[*signatures on following page*]

SIGNATURE PAGE TO MEMORANDUM OF UNDERSTANDING BY AND BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS AND SAN BERNARDINO COUNTY FOR CAREER SERVICES IN SAN BERNARDINO COUNTY

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be entered into as of the date set forth above.

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By:____________________________
Dr. Kurt Wilson, Executive Director

Dated:__________________________

APPROVED AS TO LEGAL FORM:

By:____________________________
Steven C. DeBaun, General Counsel

SAN BERNARDINO COUNTY

By:__________________________________
Dawn Rowe, Chair

Dated:________________________________

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors of San Bernardino County

By:__________________________________

APPROVED AS TO LEGAL FORM:

____
Name: Sophie A. Curtis
Title: Deputy County Counsel

Dated:________________________________

EXHIBIT A
SERVICES

[ATTACHED BEHIND THIS COVER PAGE]

EXHIBIT B
BUDGET

[ATTACHED BEHIND THIS COVER PAGE]

Item 6.C

Western Riverside Council of Governments
WRCOG Executive Committee

Staff Report

Subject: **Update on Coachella Valley Association of Governments' Projects, Programs, and Initiatives**

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

Date: **June 13, 2025**

Recommended Action(s):

1. Receive and file.

Summary:

The Coachella Valley Association of Governments (CVAG) is one of the two Councils of Governments (COGs) representing Riverside County. Tom Kirk, CVAG Executive Director, will provide an update on CVAG's current efforts related to transportation, housing, homeless, energy, and other related items. Mr. Kirk will also discuss current collaboration efforts and potential opportunities for joint activities between CVAG and WRCOG.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to share information regarding projects, programs, and current initiatives of CVAG. This item aligns with WRCOG's 2022-2027 Strategic Plan Goal #4 (Communicate proactively about the roles and activities of the Council of Governments).

Discussion:

This item is reserved for a presentation by Tom Kirk, CVAG Executive Director.

Prior Action(s):

None.

Financial Summary:

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

Attachment(s):

None.