



Western Riverside Council of Governments Executive Committee

AGENDA

**Monday, November 1, 2021
2:00 PM**

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

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

[Join Zoom Meeting](#)

Meeting ID: 865 7996 3845

Password: 110121

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

SPECIAL NOTICE – COVID-19 RELATED PROCEDURES IN EFFECT

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

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

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

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

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

3. ROLL CALL

4. PUBLIC COMMENTS

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

5. CONSENT CALENDAR

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

A. Assembly Bill 361 Findings

Requested Action(s):

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

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

Requested Action(s):

1. Approve the Summary Minutes from the October 4, 2021, Executive Committee meeting.

C. Finance Department Activities Update

Requested Action(s):

1. Receive and file.

D. WRCOG Committees and Agency Activities Update

Requested Action(s):

1. Receive and file.

E. Report out of WRCOG Representatives on Various Committees

Requested Action(s):

1. Receive and file.

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

Requested Action(s):

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

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

Reimbursement Agreement Amendment

Requested Action(s):

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

H. Cal Cities Activities Update

Requested Action(s):

1. Receive and file.

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. Update from California State Association of Counties (CSAC)

Requested Action(s):

1. Receive and file.

B. Updates to WRCOG JPA and Bylaws

Requested Action(s):

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

C. Inland Regional Energy Network Activities Update

Requested Action(s):

1. Receive and file.

7. REPORTS FROM THE TECHNICAL ADVISORY COMMITTEE CHAIR

Jeff Van Wagenen, County of Riverside

8. REPORT FROM COMMITTEE REPRESENTATIVES

CALCOG, Brian Tisdale

SANDAG Borders Committee, Crystal Ruiz

SAWPA OWOW Committee, Ted Hoffman

SCAQMD, Ben Benoit

SCAG Regional Council and Policy Committee Representatives

9. REPORT FROM THE EXECUTIVE COMMITTEE CHAIR

Karen Spiegel, County of Riverside - District 2

10. REPORT FROM THE EXECUTIVE DIRECTOR

Dr. Kurt Wilson

11. ITEMS FOR FUTURE AGENDAS ~ Members

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

12. GENERAL ANNOUNCEMENTS ~ Members

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

13. CLOSED SESSION

- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO SECTION 54956.9(d)(1):

- U.S. Bankruptcy Court, Central Division - Case No. 6-12-12821
- San Diego County Superior Court, Case No. 37-2019-00052111-CU-BT-NC (Andrade)
- Imperial County Superior Court, Case No. ECU001264 (Cardoso)
- San Diego Superior Court, Case No. 37-2021-00014856-CU-MC-NC (Molina-Duarte)
- San Diego Superior Court, Case No. 37-2021-00007702-CU-MC-NC (Zuniga/Sanchez)
- San Diego County Superior Court, Case No. 37-2021-00008300-CU-MC-CTL (Carey)

14. NEXT MEETING

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

15. ADJOURNMENT



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Assembly Bill 361 Findings
Contact: Dr. Kurt Wilson, Executive Director, kwilson@wrcog.us, (951) 405-6701
Date: November 1, 2021

Requested Action(s):

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

Purpose:

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

Background:

Effective immediately, Assembly Bill (AB) 361 amends the Ralph M. Brown Act to allow local legislative bodies to continue using teleconferencing and virtual meeting technology in certain circumstances.

Under AB 361, legislative bodies can continue to meet remotely as long as there is a “proclaimed state of emergency” and the Executive Committee can make either of the following findings: (a) state or local officials have imposed or recommended measures to promote social distancing, or (b) whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

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

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

The attached resolution allows the Executive Committee to implement AB 361 by making the findings

discussed above. This finding will be in effect for 30 days or until the Executive Committee makes findings that the conditions listed therein no longer exist, whichever is shorter. The findings can be extended by the Executive Committee upon a finding that conditions supporting the findings included in the resolution still exist. The authorization to meet remotely will apply to any other WRCOG committee that meets during the 30-day effective period.

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

Prior Action(s):

None.

Fiscal Impact:

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

Attachment(s):

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

RESOLUTION NUMBER 26-21

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Karen Spiegel, Chair
WRCOG Executive Committee

Dr. Kurt Wilson, Secretary
WRCOG Executive Committee

Approved as to form:

Steven DeBaun
WRCOG Legal Counsel

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

Executive Committee

Minutes

1. CALL TO ORDER

The meeting of the WRCOG Executive Committee was called to order by Chair Karen Spiegel at 2:03 p.m. on October 4, 2021, in WRCOG's office.

2. PLEDGE OF ALLEGIANCE

Committee member Lori Stone led the Committee members and guests in the Pledge of Allegiance.

3. ROLL CALL

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

4. PUBLIC COMMENTS

There were no public comments.

5. CONSENT CALENDAR

RESULT: APPROVED AS RECOMMENDED

MOVER: San Jacinto

SECONDER: Jurupa Valley

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

A. Summary Minutes from the September 13, 2021, Executive Committee Meeting

Action:

1. Approved the Summary Minutes from the September 13, 2021, Executive Committee meeting.

B. Finance Department Activities Update

Action:

1. Received and filed.

C. WRCOG Committees and Agency Activities Update

Action:

1. Received and filed.

D. Report out of WRCOG Representatives on Various Committees

Action:

1. Received and filed.

E. TUMF Program Activities Update: Approval of Reimbursement Agreement and Reimbursement Agreement Amendments

Actions:

1. Authorized the Executive Director to execute a TUMF Reimbursement Agreement with the City of Menifee for the Planning, Engineering, Right-of-Way, and Construction Phases of the McCall Blvd Widening (Aspel Rd to Menifee Rd) in an amount not to exceed \$2,517,000.
2. Authorized the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Menifee for the Planning, Engineering, and Right-of-Way Phases of the I-215 / McCall Blvd Interchange Project in an amount not to exceed \$3,209,188.
3. Authorized the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Menifee for the Construction Phase of the I-215 / Holland Rd Overpass Project in an amount not to exceed \$8,255,000.
4. Authorized the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Menifee for the Planning, Engineering, and Right-of-Way Phases of the Bundy Canyon / Scott Road Widening (Sunset Rd to Haun Rd) in an amount not to exceed \$5,179,000.

6. REPORTS / DISCUSSION

A. Cal Cities Activities Update

Erin Sasse, Cal Cities Representative, reported that the Governor has until October 10, 2021, to sign or veto any remaining bills.

The Governor did sign the following bills:

SB 60 (Gonzalez. Workplace safety: violations of statutes: enterprise-wide violations: egregious violations.), which will allow cities and counties to impose larger fines for short-term rentals ordinance violations, up to \$5,000.

AB 361 (Robert Rivas. Open meetings: state and local agencies: teleconferences.), which will allow for the continuance of some of the virtual meeting options as long as there is a declared state of emergency.

SB 8 (Skinner. Housing Crisis Act of 2019.) Cal Cities opposes this Bill and anticipates additional housing legislation next year.

SB 9 (Atkins. Housing development: approvals.) Cal Cities is encouraging local jurisdictions submit letters of veto.

AB 215 (Chiu. Planning and Zoning Law: housing element: violations.) will require a mid-cycle review with the California Department of Housing and Community Development (HCD) under certain situations. This Bill was amended and the mid-cycle review was removed, and some of HCD's enforcement capabilities was increased. Cal Cities recommends that local jurisdictions keep an eye on this Bill.

The Governor has not yet signed AB 14 (Aguiar-Curry. Communications: California Advanced Services Fund: deaf and disabled telecommunications program: surcharges.) nor SB 4 (Gonzalez. Communications: California Advanced Services Fund.) Cal Cities anticipates the Governor signing these two Bills, as they will provide funding for broadband technology.

Cal Cities is also waiting on the Governor to authorize the continuance of many of the Executive Orders to allow restaurants to use outdoor dining spaces, to go beverage options, and street parking spots for additional outdoor dining space.

SB 619 (Laird. Organic waste: reduction regulations: local jurisdiction compliance.) was amended so that penalties would not be enforced for one year if it could be explained to CalRecycle on why deadlines might not be able to be met. A budget trailer bill included \$60M in funding to assist with implementation costs.

Cal Cities is still opposed to SB 556 (Dodd. Street light poles, traffic signal poles: small wireless facilities attachments.) This Bill was amended to allow telecommunications companies to return with a remedy if they were denied permitting requests.

AB 339 (Lee. Local government: open and public meetings.) really only applies to large cities, which would have to continue with in-person meeting options.

The next Cal Cities general membership meeting is scheduled for November 8, 2021; location yet to be

determined.

Action:

1. Received and filed.

B. TUMF Program Nexus Study Update

Chris Gray, WRCOG Deputy Executive Director, reported that while WRCOG manages the Program, many of the Program decisions are made by WRCOG's member agencies and partners.

TUMF funds arterial widenings, interchange improvements, grade separations, and bridges. TUMF funding provides infrastructure builds that serve the subregion. Some parts of the subregion are growing differently in terms of scale and type of development. Many areas of the subregion are faced with transportation facilities that are 20 to 40 years old and cannot accommodate projected growth.

The five reasons to update the Nexus Study include the idea that regular updates for fee studies are best practice, updated growth forecasts for the WRCOG subregion, changes in travel behavior, the ability to update the TUMF project list, and the ability to add new types of projects. There is also language included in the TUMF Administrative Plan that directs staff to perform a Program review no less than every four years. The update will take approximately 12 - 18 months to complete and will cost approximately \$200,000.

Staff is requesting to complete Development Fee Impact and Vehicle Miles Traveled studies, which will take 6 - 12 months to complete.

Staff is also recommending the addition of Intelligent Transportation Systems-type projects as an eligible project type if the TUMF Nexus Study is updated.

AB 602 (Grayson. Development fees: impact fee nexus study.) specifically governs how a development fee program is to be operated and how Nexus Studies are to be done. This Bill requires that any fees assessed on residential projects be based on the square footage of the unit instead of a per unit basis. This is a significant and fundamental change to how the TUMF Program operates and there will be some impact on the Program. A Nexus Study will help to address some of these new requirements.

Actions:

1. Directed staff to begin work on a TUMF Nexus Study update.
2. Directed staff to update the TUMF Administrative Plan to expand the TUMF-eligible project list to include Intelligent Transportation Systems (ITS) projects.
3. Directed staff to work with the Riverside County Transportation Commission and Riverside Transit Agency to evaluate options to mitigate VMT impacts from new development outside of the TUMF Nexus Study update.
4. Directed staff to begin work on an update of the Analysis of Development Impact Fees in Western Riverside County.

RESULT: APPROVED AS RECOMMENDED

MOVER: San Jacinto

SECONDER: Temecula

AYES: Banning, Beaumont, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake

Elsinore, Menifee, Murrieta, Norco, Perris, San Jacinto, Temecula, Wildomar, District 1, District 2, District 3

NO: Calimesa, District 5

The water districts do not vote on TUMF items.

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

General Managers Joe Mouawad, EMWD, and Craig Miller, WMWD, provided an update on California's drought status.

Nearly 50% of the State is experiencing an exceptional drought, which is attributing to lower levels of reservoir storage. Through the Metropolitan Water District (MWD), significant investments in water storage have been made over the past few decades. This has allowed the Southern California region to weather the drought conditions, with MWD having over 3 million-acre feet of emergency storage. As of July 8, 2021, 50 counties in California declared a drought emergency; however, none of those counties are located within Southern California.

The State Water Project allocation for 2021 to this region is at 5%, and next years' allocation does not appear to be any higher. The Colorado River water levels are very low and will create impacts to agriculture and hydroelectric energy production. The outlook for 2022 looks bleak, as this region may not receive any allocation at the beginning of the year.

Of the six large reservoirs throughout the State, two are located in Southern California. The two reservoirs located in this region are at an upper 70% storage, while the others are in the 20% range down to 14%. Because MWD has invested so heavily in water storage, Southern California has access to quite a bit of water.

Both water districts have undertaken a regional messaging outreach campaign in collaboration with MWD that aligns with local water conditions and compliments agency programs. Both water districts continue to run water use efficiency programs. The water districts have also invited local government partners to support the effort.

Action:

1. Received and filed.

D. PACE Programs Activities Update: Deferral of Judicial Foreclosures on Delinquent PACE Properties

Casey Dailey, WRCOG Director of Energy & Environmental Programs, reported that each year, the Executive Committee must determine the assignment rights of the delinquency or initiate judicial foreclosure proceedings on properties that are delinquent on property tax payments. For the 2020/2021 Tax Year, WRCOG enrolled just over 39,000 assessments, totaling \$116,458,176.62. As of August 10, 2021, the preliminary delinquency rate is 1.32%, compared to 1.43% last year.

WRCOG partners with First National Assets to purchase the delinquency receivables to ensure bond payments are made in full and on time, and to allow for the deferral of judicial foreclosure proceedings

against property owners.

Action:

1. Adopted Resolution Number 23-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments waiving judicial foreclosure proceeding requirement for delinquent payments of assessments of the Energy Efficiency and Water Conservation Program for Western Riverside County and the California HERO Program.

RESULT: APPROVED AS RECOMMENDED

MOVER: San Jacinto

SECONDER: Menifee

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

7. REPORT FROM THE TECHNICAL ADVISORY COMMITTEE CHAIR

The Technical Advisory Committee Chair was not present.

8. REPORT FROM COMMITTEE REPRESENTATIVES

Committee member Brian Tisdale, CALCOG representative, reported that CALCOG's 2022 annual conference will be held March 7 and 8, 2022, in Riverside.

Committee member Ted Hoffman, SAWPA OWOW Steering Committee representative, reported that Proposition 1 - Round 2 grant funding will be available soon. Applications will likely be made available in October 2021, and will be accepted through January 2022. For jurisdictions in the Santa Ana River Watershed, SAWPA has \$12.3M available - and \$4M for disadvantaged communities - for the preparation of Environmental Impact Reports surrounding development.

Committee member Ben Benoit, South Coast AQMD representative for cities in Riverside County, reported that AQMD held a 2-day retreat; the biggest item of discussion was an attainment deadline at the end of 2023 regarding ozone levels. Progress is not as good as anticipated. A rule regarding refineries moving to a command and control structure is scheduled for November. the California Air Resources Board is opening its new office in Riverside next month. Committee member Benoit will serve as the AQMD Chair for the next two years.

9. REPORT FROM THE EXECUTIVE COMMITTEE CHAIR

Chair Spiegel had no report.

10. REPORT FROM THE EXECUTIVE DIRECTOR

Dr. Kurt Wilson reported that staff is working with legal counsel on potential new rules for in-person meetings. Please complete the survey that will help guide WRCOG in its upcoming strategic planning session.

11. ITEMS FOR FUTURE AGENDAS

There were no item requests for future agendas.

12. GENERAL ANNOUNCEMENTS

There were no general announcements.

13. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of Section 54956.9)

Renovate America, Inc., et al. Case Number: 20-13172 (LSS)

San Diego County Superior Court, Case No. 37-2021-00007702-CU-MC-NC (Zuniga/Sanchez)

San Diego County Superior Court, Case No. 37-2019-00055692-CU-OR-CTL (Delgado)

Orange County Superior Court, Case No. 30-2019-01104434-CU-CO-CJC (Bertuzzi)

Riverside Superior Court, Case No. RIC2004271 (Baxter/Mitchell)

San Diego Superior Court, Case No. 37-00008300-CU-MC-CTL (Carey)

14. NEXT MEETING

The next Executive Committee meeting is scheduled for Monday, November 1, 2021, at 2:00 p.m., on the Zoom platform.

15. ADJOURNMENT

The meeting was adjourned from Closed Session at 4:07 p.m.



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Finance Department Activities Update
Contact: Andrew Ruiz, Chief Financial Officer, aruiz@wrcog.us, (951) 405-6740
Date: November 1, 2021

Requested Action(s):

1. Receive and file.
-

Purpose:

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

Background:

Fiscal Year 2020/2021 Agency Audit

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

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

Financial Report Summary Through September 2021

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

Prior Action(s):

None.

Fiscal Impact:

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

Attachment(s):

[Attachment 1 - Sept 2021 Financials](#)



Western Riverside Council of Governments

Budget to Actuals

For Month Ending September 30, 2021

	Approved Budget 6/30/2022	Actual Thru 9/30/2021	Remaining Budget 6/30/2022
Total Agency Budget			
Revenues			
Member Dues	286,640	286,640	-
Overhead Transfer In	2,000,000	492,582	1,507,418
TUMF Commercial	4,800,000	251,747	4,548,253
TUMF Retail	4,800,000	604,057	4,195,943
TUMF Industrial	7,680,000	930,804	6,749,196
TUMF Single Family	19,200,000	7,531,228	11,668,772
TUMF Multi Family	9,600,000	545,128	9,054,872
TUMF Commerical - Admin Fee	200,000	10,489	189,511
TUMF Retail - Admin Fee	200,000	25,169	174,831
TUMF Industrial - Admin Fee	320,000	38,783	281,217
TUMF Single Family - Admin Fee	800,000	313,801	486,199
TUMF Multi-Family - Admin	400,000	22,714	377,286
Grant Revenue	1,663,000	138,583	1,524,417
HERO Admin Revenue	2,250,000	481,100	1,768,900
Clean Cities Revenue	240,000	151,000	89,000
Solid Waste Revenue	112,970	112,970	-
Used Oil Grants	168,023	168,023	-
Total Revenues	\$ 57,669,021	\$ 12,104,818	\$ 45,564,203
Expenses			
Salaries & Wages - Fulltime	2,745,899	631,557	2,114,342
Fringe Benefits	1,319,884	235,381	1,084,503
Overhead Allocation	1,682,458	420,615	1,261,843
General Legal Services	968,100	596,765	371,335
Commissioners Per Diem	57,500	15,150	42,350
Parking Cost	20,000	4,687	15,314
Office Lease	350,000	70,919	279,081
Fuel Expense	1,500	28	1,472
General Assembly Expense	300,000	58	299,942
Parking Validations	15,450	2,098	13,352
Staff Recognition	1,000	632	368
Coffee and Supplies	3,000	931	2,069
Event Support	95,737	17,315	78,422
Meeting Support Services	5,250	16	5,234
Program/Office Supplies	13,700	7,850	5,850
Misc. Office Equipment	1,000	1,016	(16)
Computer Equipment/Supplies	2,000	2,864	(864)
Computer Software	102,000	6,025	95,975
Membership Dues	31,750	391	31,359
Subscriptions/Publications	4,250	940	3,310
Postage	5,350	1,367	3,983
Other Household Expenses	3,250	253	2,997
Storage	5,000	1,567	3,433
Recording Fee	10,000	52	9,948
Communications - Regular Phone	16,000	3,789	12,211
Communications - Cellular Phones	13,500	3,386	10,114
Communications - Computer Services	53,000	6,041	46,959
Insurance - Errors & Omissions	15,000	9,335	5,665
Insurance - Gen/Busi Liab/Auto	99,500	67,420	32,080
TUMF Project Reimbursement	46,080,000	2,594,690	43,485,310
Seminars/Conferences	9,650	45	9,605



Western Riverside Council of Governments

Budget to Actuals

For Month Ending September 30, 2021

	Approved Budget 6/30/2022	Actual Thru 9/30/2021	Remaining Budget 6/30/2022
Total Agency Budget			
Travel - Mileage Reimbursement	9,500	679	8,821
Travel - Airfare	4,250	350	3,900
Meals	7,400	172	7,228
Training	7,500	40	7,460
Consulting Labor	2,924,616	492,258	2,432,358
Total Expenses	\$ 57,513,228	\$ 5,338,437	\$ 52,316,546



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: WRCOG Committees and Agency Activities Update
Contact: Chris Gray, Deputy Executive Director, cgray@wrcog.us, (951) 405-6710
Date: November 1, 2021

Requested Action(s):

1. Receive and file.
-

Purpose:

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

Background:

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

Prior Action(s):

October 4, 2021: The Executive Committee received and filed.

Fiscal Impact:

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

Attachment(s):

[Attachment 1 - October 2021 Committee Meeting Recaps](#)



**Western Riverside Council of Governments
Executive Committee
Meeting Recap
October 4, 2021**

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

Agenda Packet: <https://wrcog.us/DocumentCenter/View/9206/ec100421revised>

PowerPoint Presentation: <https://wrcog.us/DocumentCenter/View/9208/ec1021pp>

TUMF Credit Reimbursement Agreement and Amendments Approved

- An agreement with the City of Menifee for the McCall Blvd Widening (Aspel Rd to Menifee Rd) Project was approved in the amount of not to exceed \$2,517,000.
- An agreement amendment with the City of Menifee for the I-215 / McCall Blvd Interchange Project was approved in the amount of not to exceed \$3,209,188.
- An agreement amendment with the City of Menifee for the I-215 / Holland Rd Overpass Project was approved in the amount of not to exceed \$8,255,000.
- An agreement amendment with the City of Menifee for the Bundy Canyon / Scott Rd Widening (Sunset Rd to Haun Rd) Project was approved in the amount of not to exceed \$5,179,000.

TUMF Nexus Study Approved

- Staff were directed to prepare an update to the TUMF Nexus Study. The five reasons to update the Study include the idea that regular updates for fee studies are best practice, updated growth forecasts for the WRCOG subregion, changes in travel behavior, the ability to update the TUMF project list, and the ability to add new types of projects.
- Staff were directed to add ITS-type projects as an eligible project type once the TUMF Nexus Study is updated.
- Staff were directed to formally work on a regional VMT Mitigation Program with RCTC and RTA to address the need for projects to mitigation its impacts under SB 743, and to prepare an update of the Fee Comparison Study which was last updated in 2019.

Water Districts Activities Update

- Joe Mouawad, EMWD, and Craig Miller, WMWD, provided activities update from both water districts that included an update on California's drought emergency.
- As of July 8, 2021, 50 counties in California declared a drought emergency.
- Metropolitan Water District agencies are prepared for this year's drought conditions with over 3 million-acre feet of dry-year and emergency storage.
- Both water districts have undertaken a regional messaging outreach campaign that aligns with local water conditions and compliments agency programs. They also invited local government partners to support the effort.

PACE Programs Deferral of Judicial Foreclosures Approved

- Staff presented the annual review of the number and amount of PACE-related delinquencies.
- Each year, the Executive Committee must determine the assignment rights of the delinquency or initiate judicial foreclosure proceedings on properties that are delinquent on property tax payments.
- WRCOG partners with First National Assets to purchase the delinquency receivables to ensure bond payments are made in full and on time and to allow for the deferral of judicial foreclosure proceedings against property owners.
- The Executive Committee deferred judicial foreclosure proceedings on delinquent properties.

Next Meeting

The next Executive Committee meeting is scheduled for Monday, November 1, 2021, at 2:00 p.m., on the Zoom platform.



**Western Riverside Council of Governments
Administration & Finance Committee
Meeting Recap
October 13, 2021**

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

Agenda Packet: <https://wrcog.us/DocumentCenter/View/9218/af1021>

PowerPoint Presentation: <https://wrcog.us/DocumentCenter/View/9220/pdc1021pp>

Inland Regional Energy Network (I-REN) Activities Update

- RENs are funded by California utility ratepayers through the Public Goods charge levied on regular bills by IOUs, such as SCE and SoCal Gas.
- I-REN will:
 - Provide technical assistance to participating agencies to support facility improvements designed to reduce energy consumption (Public Sector)
 - Provide workshops and trainings for local building departments and the building community on updates and changes to Title 24 of the California Building Code (Codes & Standards)
 - Support expansion of career training and certification programs to support increasing the clean energy workforce in Riverside and San Bernardino Counties (Workforce Education & Training)

Overview of UCR's Inland Center for Sustainable Development (ICSD) Sponsorship Opportunity

- Dr. Ron Loveridge from ICSD presented on the potential for WRCOG to partner with ICSD on future research efforts. ICSD is a research center located within UCR's School of Public Policy.
- ICSD is researching ways to understand the relationship between sustainability, housing affordability, and the consequences of an insufficient housing stock.
- City of Wildomar Mayor Pro Tem Ben Benoit volunteered to chair a subcommittee to meet with ICSD to discuss future partnership opportunities.

Update to WRCOG JPA and Bylaws

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

- Establishes selection, oversight, and termination of Executive Director and General Counsel.
- Updates gender references.

Next Meeting

The next Administration & Finance Committee meeting is scheduled for Wednesday, November 10, 2021, at 12:00 p.m., on the Zoom platform.



**Western Riverside Council of Governments
Planning Directors Committee
Meeting Recap
October 14, 2021**

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

Agenda Packet: <https://wrcog.us/DocumentCenter/View/9217/pdc1021>

PowerPoint Presentation: <https://wrcog.us/DocumentCenter/View/9222/pdc1021pp>

VMT Implementation Assistance - VMT Calculator Demonstration

- WRCOG staff have been reviewing what other Councils of Governments have been doing to assist local jurisdictions with VMT implementation associated with SB 743. WRCOG staff is seeking input on whether this could be helpful for member agencies and whether WRCOG should investigate development of a similar tool.
- One tool, a VMT calculator, has been developed for nearby jurisdictions which assists with VMT estimation using data from the regional model (without needing to run the local model). A VMT calculator can be used for most small projects that do not meet VMT screening requirements and help jurisdictions review VMT estimates developed by consultants.
- Staff from Fehr & Peers provided a demonstration of a draft VMT calculator tool utilized by the San Bernardino County Transportation Authority.
- PDC members provided comments that a VMT calculator would be useful, so WRCOG staff will work with the project team to develop a Scope of Work and deliverables.

Proposed Revisions to Grant Writing Assistance Program Guidelines

- WRCOG commenced the Grant Writing Assistance Program in September 2017 to assist member agencies in grant writing assistance on an as-needed basis as funding is available. To date, the Program has assisted member agencies attain over \$67 million in grant funding.
- The Program was able to kick-start as a result of excess revenues from other programs that the Executive Committee decided to provide back to member agencies; however, WRCOG is unable to dedicate the same amount of funds to the Program at this time, so staff have reviewed the Program Guidelines to evaluate how the Program can become more sustainable.
- Staff have proposed revisions to the Guidelines, including the amount of direct assistance a WRCOG member jurisdiction receives per grant program and per two-year cycle; how a member agency receives direct assistance; and the type of assistance eligible for assistance through the Program. All the revisions can be found in the staff report as part of the PDC agenda.
- Staff is looking for feedback on the proposed revisions to the Guidelines. Please contact Christopher Tzeng, WRCOG Program Manager, at ctzeng@wrcog.us with comments.

TUMF Unique Use Calculations

- WRCOG staff presented on the calculations used by the TUMF Program to determine fees. The TUMF Nexus Study uses data from the ITE Trip Generation Manual to determine new trips created by new development. This trip generation drives the different fees for different uses.
- The TUMF Calculation Handbook makes use of unique calculations for appropriate fees when there is no defined dwelling unit or gross floor area, or where trips would differ from normal residential,

commercial, or industrial uses. Some of these uses include Active Senior Living, fuel stations, and high-cube warehousing.

- The Nexus Study update will provide an opportunity to revise these calculations or to determine if there are new types of development that need to be considered.
- WRCOG staff will be seeking feedback throughout the Nexus Study update from various committees on this issue.

Legislative Activities Update

- Bill Blankenship provided a legislative update and highlighted the following housing bills that were signed into law:
 - SB 9 – Allows for lot splits in Single-family residential areas
 - SB 10 – Allows agencies to up-zone residential density by up to 10 units in specific planning areas
 - AB 68 – Annual Statewide Housing Plan
 - AB 571 – Amends “Density Bonus Law” to grant a fee waiver
 - AB 602 – Housing impact fees based on the square footage of a unit
- Also highlighted were housing bills signed into law prior to the end of the 2021 legislative session
 - SB 7 – Environmental Leadership Act of 2021
 - AB 140 – Housing and Homeless Provisions
 - AB 687 – Western Riverside County Housing Trust

Next Meeting

There is no meeting in November. The next Planning Directors Committee meeting is scheduled for Thursday, December 9, 2021, at 9:30 a.m., virtually on the Zoom platform.



**Western Riverside Council of Governments
Public Works Committee
Meeting Recap
October 14, 2021**

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

Agenda Packet: <https://wrcog.us/DocumentCenter/View/9216/pwc1021>

PowerPoint Presentation: <https://wrcog.us/DocumentCenter/View/9221/pwc1021pp>

WRCOG Transportation Modeling Services

- WRCOG presented on the new initiative of a Traffic Modeling service available to our member agencies and consultants that would make use of RIVCOM, the latest transportation model for Riverside County.
- WRCOG maintains and distributes the RIVCOM model and provides services for modeling data and analysis. To recover the costs of creating and maintaining the model, WRCOG sets up a fee structure for these services. The fees reflect the amount of work and effort to analyze data, run the model, and provide results.
- Those wishing to make use of these services should contact Cameron Brown, WRCOG Program Manager, at cbrown@wrcog.us.

Presentation and Demonstration from Streetlight Data, Inc.

- Staff from Streetlight Data, Inc., provided a presentation on the capabilities of its data platform that may be of value to local jurisdictions. This item will be the first in a series of presentations from various big data providers. WRCOG does not endorse a specific provider.
- StreetLight Data utilizes Big Data analytics to help transportation professionals solve their biggest problems. Applying proprietary, machine-learning algorithms to more than four trillion spatial data points over time, StreetLight Data measures travel by bike & pedestrian, commercial & passenger vehicles, and buses & rails across the U.S. & Canada, and powers over 6,000 analyses monthly. Its platform is available 24/7 from anywhere, identifying sources of congestion, speed, annual average daily traffic, transportation management centers, origin destination, social equity, complete streets, and more, to optimize applications from new infrastructure to planning for autonomous vehicles.

Next Meeting

There is no meeting in November. The next Public Works Committee meeting is scheduled for Thursday, December 9, 2021, at 2:00 p.m., virtually on the Zoom platform.



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Report out of WRCOG Representatives on Various Committees
Contact: Chris Gray, Deputy Executive Director, cgray@wrcog.us, (951) 405-6710
Date: November 1, 2021

Requested Action(s):

1. Receive and file.

Purpose:

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

Background:

This item serves as a placeholder for WRCOG representatives' use in providing materials pertaining to meetings of the Committee they have been appointed to.

CALCOG Board of Directors (Brian Tisdale)

The next CALCOG Board of Directors meeting has not yet been scheduled, but will occur sometime in November 2021.

SANDAG Borders Committee (Crystal Ruiz)

The SANDAG Borders Committee met on October 22, 2021. Agenda highlights include:

1. 2020 State of the Commute Report
2. Report from the Consul General of Mexico
3. Mission Resource Conservation District Wildfire Prevention and Mitigation
4. State Route 94 Multi-use Pathway Feasibility Study

SAWPA OWOW Steering Committee (Ted Hoffman)

The next SAWPA OWOW Steering Committee meeting is scheduled for November 18, 2021.

Prior Action(s):

October 4, 2021: The Executive Committee received and filed.

Fiscal Impact:

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

Attachment(s):

[Attachment 1 - SANDAG Borders Committee agenda 102221](#)

SANDAG

Borders Committee Agenda

Friday, October 22, 2021
12:30 p.m.
****Teleconference Meeting****

MEETING ANNOUNCEMENT AMIDST COVID-19 PANDEMIC:

The Borders Committee meeting scheduled for Friday, October 22, 2021, will be conducted virtually in accordance with Governor Newsom's State of Emergency declaration regarding the COVID-19 outbreak, Government Code Section 54953(e), and Assembly Bill 361 (Rivas 2021).

To participate via Zoom webinar, click the link to join the meeting: <https://zoom.us/j/95128697021>

Webinar ID: 951 2869 7021

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

+1 (669) 900-6833

+1 (253) 215-8782

+1 (346) 248-7799

+1 (929) 205-6099

+1 (301) 715-8592

+1 (312) 626-6799

International numbers available: <https://zoom.us/u/adhln4oKA1>

If we experience technical difficulty or you are unexpectedly disconnected from the broadcast, please close and reopen your browser and click the link to rejoin the meeting. SANDAG staff will take all possible measures to ensure a publicly accessible experience.

Public Comments: Persons who wish to address the members on an item to be considered at this meeting, or on non-agendized issues, may email comments to the Clerk at clerkoftheboard@sandag.org (please reference "October 22, 2021, Borders Committee Meeting," in your subject line and identify the item number(s) to which your comments pertain). Comments received by 4 p.m. on October 21, 2021, will be provided to members prior to the meeting. If you desire to provide live verbal comment during the meeting, please join the Zoom meeting by computer or phone and use the "Raise Hand" function to request to provide public comment. On a computer, the "Raise Hand" feature is on the Zoom toolbar. By phone, enter *9 to "Raise Hand" and *6 to unmute. Requests to provide live public comment must be made at the beginning of the relevant item, and no later than the end of any staff presentation on the item. The Clerk will call on members of the public who have timely requested to provide comment by name for those joining via a computer and by the last three digits of for those joining via telephone. All comments received prior to the close of the meeting will be made part of the meeting record. Please note that any available chat feature on the Zoom meeting platform should be used by panelists and attendees solely for procedural or other "housekeeping" matters as comments provided via the chat feature will not be retained as part of the meeting record. All comments to be provided for the record must be made via email or orally per the instructions above.

SANDAG

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

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

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

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

如有需要, 我们可以把SANDAG议程材料翻译成其他语言.

请在会议前至少 72 小时打电话 (619) 699-1900 提出请求.

Vision Statement

Pursuing a brighter future for all.

Mission Statement

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

Our Commitment to Equity

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

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

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

Borders Committee

Friday, October 22, 2021

Item No.		Action
1.	Public Comments/Communications/Member Comments Members of the public shall have the opportunity to address the Borders Committee on any issue within the jurisdiction of the Committee that is not on this agenda. Public speakers are limited to three minutes or less per person. Committee members also may provide information and announcements under this agenda item. If the number of public comments under this agenda item exceeds five, additional public comments will be taken at the end of the agenda. Subjects of previous agenda items may not again be addressed under public comment.	
2.	Chief Executive Officer's Report <i>Hasan Ikhata, SANDAG</i> An update on key programs, projects, and agency initiatives will be presented.	Discussion
Consent		
+3.	Approval of Meeting Minutes <i>Francesca Webb, SANDAG</i> +3A. July 23, 2021, Meeting Minutes +3B. September 17, 2021, Joint Transportation, Regional Planning, and Borders Committees Meeting Minutes	Approve
Reports		
+4.	2020 State of the Commute Report <i>Grace Miño, SANDAG</i> An overview on the regional transportation system performance data shown in the 2020 State of the Commute report based on the review and acceptance of the <i>TransNet</i> Independent Taxpayer Oversight Committee, will be presented.	Information
5.	Report from the Consul General of Mexico <i>Hon. Carlos González Gutiérrez, Consulate General of Mexico</i> The Consul General of Mexico in San Diego reports on binational activities within the purview of the Borders Committee. This report will focus on Mexico's border effort to address the COVID-19 pandemic, and to advance the Mesa de Otay II Port of Entry project.	Information

- | | | |
|----|---|-------------|
| 6. | Mission Resource Conservation District Wildfire Prevention and Mitigation
<i>Darcy Cook, Mission Resource Conservation District</i>
The Mission Resource Conservation District (MRCD) promotes the conservation of soil, water and other natural resources in the Santa Margarita and San Luis Rey watershed region. Executive Director Cook will introduce MRCD and their collaborative efforts to help prevent and mitigate wildfires in the region. | Information |
| 7. | State Route 94 Multi-use Pathway Feasibility Study
<i>Madai Parra, SANDAG</i>
An overview on an effort to assess the viability of a multi-use pathway along seven miles of State Route 94 between Jamacha Road/Campo Road to the southeastern boundary of the Jamul-Dulzura community, at the California Department of Fish and Wildlife Reservation, will be presented. | Information |
| 8. | Upcoming Meetings
The next Borders Committee meeting is scheduled for Friday, November 19, 2021, at 12:30 p.m. | Information |
| 9. | Adjournment | |

+ next to an item indicates an attachment



Western Riverside Council of Governments Executive Committee

Staff Report

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

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

Date: November 1, 2021

Requested Action(s):

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

Purpose:

The purpose of this item is to request approval of an amendment to the WRCOG Conflict of Interest Code.

Background:

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

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

Pursuant to the Act, WRCOG adopted a Conflict of Interest Code, which was last updated and approved by the Riverside County Board of Supervisors in 2018. Upon review of the current Conflict of Interest Code, one change is needed, as a new position has been added within the list of Designated Positions. Employees with this newly designated title will be required to provide an annual Form 700, Statement of Economic Interest, beginning April 1, 2022.

Title Added: Administrative Services Director.

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

Prior Action(s):

October 13, 2021: The Administration & Finance Committee recommended that the Executive Committee adopt WRCOG Resolution Number 24-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments Amending the Conflict of Interest Code Pursuant to the Political Reform Act of 1974.

Fiscal Impact:

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

Attachment(s):

[Attachment 1 - CIC Legislative version](#)

[Attachment 2 - CIC Notice of Intention](#)

[Attachment 3 - CIC Resolution 24-21](#)

Attachment 1

Conflict of Interest Code for
WRCOG (Legislative Version)

CONFLICT OF INTEREST CODE

OF THE

WESTERN RIVERSIDE

COUNCIL OF GOVERNMENTS

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

(Amended ~~November 5, 2018~~ November 1, 2021)

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

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

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

(Amended ~~November 5, 2018~~ November 1, 2021)

PART “A”
OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

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

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

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

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

DESIGNATED POSITIONS
GOVERNED BY THE CONFLICT OF INTEREST CODE

<u>DESIGNATED POSITIONS'TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES ASSIGNED</u>
Administrative Assistant	5
<u>Administrative Services Director</u>	<u>5</u>
Administrative Services Manager	5
Deputy Executive Director (ALL)	1, 2
Director of Administration, RCHCA	4
Director of Energy & Environmental Programs	2, 5
Director of Natural Resources, RCHCA	5
Director of Transportation & Planning	1, 2
Fiscal Analyst	4
General Counsel	1, 2
Program Manager, Accounting	4
Program Manager, Environmental	5
Program Manager, HERO	2, 3, 5
Program Manager, Transportation	1, 2
Program Manager, TUMF	1, 2
Program Manager, Government Relations, Planning, and Special Projects	2, 3, 5
Senior Ecological Resources Specialist, RCHCA	2, 3, 5
Staff Analyst (ALL)	5
Technician (ALL)	5

MEMBERS OF BOARDS, COMMITTEES AND COMMISSIONS

<u>DESIGNATED POSITIONS' TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES ASSIGNED</u>
Finance Directors Committee	1, 2
Planning Directors Committee	2, 3, 5
Public Works Committee	2, 3, 5
Solid Waste Committee	2, 5
Technical Advisory Committee	1, 2

Consultants and New Positions²

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

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

PART “B”

DISCLOSURE CATEGORIES

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

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

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of WRCOG.

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

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

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

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

Attachment 2

Notice of Intention to Amend the Conflict of Interest Code for WRCOG

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

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

The Appendix of the Code designates those employees, members, officers, and consultants who make or participate in the making of decisions and are subject to the disclosure requirements of WRCOG’s Code. WRCOG’s proposed amendment includes a new position that must be designated and make minor corrections.

The proposed amended Code will be considered by the Executive Committee on November 1, 2021, at 2:00 p.m. via Zoom. Any interested person may be present and comment at the public meeting or may submit written comments concerning the proposed amendment. Any comments or inquiries should be directed to the attention of Janis Leonard, Administrative Services Manager, Western Riverside Council of Governments, 3390 University Ave., Suite 200, Riverside, CA 92501-3315; (951) 405-6702. Written comments must be submitted no later than November 1, 2021, at 2:00 p.m.

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

Attachment 3

Resolution Number 24-21 amending
WRCOG's Conflict of Interest Code

RESOLUTION NUMBER 24-21

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

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

WHEREAS, the Executive Committee adopted a Conflict of Interest Code (the "Code") for WRCOG which was amended on November 5, 2018, in compliance with the Act; and

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

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

WHEREAS, notice of the time and place of a public meeting on, and of consideration by the Executive Committee, the proposed amended Code was provided each affected designated position and publicly posted for review at <https://wrcog.us/>.

WHEREAS, a public meeting was held upon the proposed amended Code at a regular meeting of the Executive Committee of WRCOG on November 1, 2021, at which all present were given an opportunity to be heard on the proposed amended Code.

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

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

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

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

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

Karen Spiegel, Chair
WRCOG Executive Committee

Kurt Wilson, Secretary
WRCOG Executive Committee

Approved as to form:

Steven DeBaun
WRCOG Legal Counsel

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

Exhibit A

WRCOG Conflict of Interest Code

CONFLICT OF INTEREST CODE

OF THE

WESTERN RIVERSIDE
COUNCIL OF GOVERNMENTS

CONFLICT OF INTEREST CODE
OF THE
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

(Amended November 1, 2021)

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

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

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

(Amended November 1, 2021)

PART “A”
OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

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

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

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

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

DESIGNATED POSITIONS
GOVERNED BY THE CONFLICT OF INTEREST CODE

<u>DESIGNATED POSITIONS'TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES ASSIGNED</u>
Administrative Assistant	5
Administrative Services Director	5
Administrative Services Manager	5
Deputy Executive Director (ALL)	1, 2
Director of Administration, RCHCA	4
Director of Energy & Environmental Programs	2, 5
Director of Natural Resources, RCHCA	5
Director of Transportation & Planning	1, 2
Fiscal Analyst	4
General Counsel	1, 2
Program Manager, Accounting	4
Program Manager, Environmental	5
Program Manager, HERO	2, 3, 5
Program Manager, Transportation	1, 2
Program Manager, TUMF	1, 2
Program Manager, Government Relations, Planning, and Special Projects	2, 3, 5
Senior Ecological Resources Specialist, RCHCA	2, 3, 5
Staff Analyst (ALL)	5
Technician (ALL)	5

MEMBERS OF BOARDS, COMMITTEES AND COMMISSIONS

<u>DESIGNATED POSITIONS' TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES ASSIGNED</u>
Finance Directors Committee	1, 2
Planning Directors Committee	2, 3, 5
Public Works Committee	2, 3, 5
Solid Waste Committee	2, 5
Technical Advisory Committee	1, 2

Consultants and New Positions²

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

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

PART “B”

DISCLOSURE CATEGORIES

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

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

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

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

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

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



Western Riverside Council of Governments Executive Committee

Staff Report

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

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

Date: November 1, 2021

Requested Action(s):

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

Purpose:

The purpose of this item is to request approval of five Transportation Uniform Mitigation Fee (TUMF) Reimbursement Agreements.

Background:

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

TUMF Reimbursement Agreements

Five Reimbursement Agreement are being presented for approval. A Reimbursement Agreement is a document between WRCOG and a member agency and allows WRCOG to provide funding for TUMF expenses incurred for the planning, design, and/or construction of a TUMF project. The requested Reimbursement Agreement and Reimbursement Agreement Amendments are listed below by member agency and project.

City of Jurupa Valley:

1. The Van Buren Ave Widening Project (Limonite Ave. to Santa Ana River) Agreement sets the amount of funding in the Right-of-Way and Construction Phases to an amount not to exceed \$5,525,000.
2. The Market St Widening Project (Rubidoux to Santa Ana River) Agreement sets the amount of funding in the Planning and Engineering Phases to an amount not to exceed \$793,000.
3. The Bellegrave Ave Widening Project (Cantu Galleano Ranch Road to Van Buren) Agreement sets the amount of funding in the Planning and Engineering Phases to an amount not to exceed \$140,000.
4. The Cantu Galleano Ranch Rd Gap Closure Project (Bellegrave Ave to .31 Miles West) Agreement sets the amount of funding in the Planning and Engineering Phases to an amount not to exceed \$76,000.

City of San Jacinto:

1. The Warren Rd Widening Project (Ramon Expressway to Upper Line) Agreement Amendment sets the amount of funding in the Planning, Engineering, and Construction Phases to an amount not to exceed \$4,807,000.

Prior Action(s):

None.

Fiscal Impact:

Transportation Department activities are included in the Agency's adopted Fiscal Year 2020/2021 Budget under the Transportation Department and each Reimbursement Agreement is consistent with the Northwest and Hemet / San Jacinto Zone TIPs.

Attachment(s):

[Attachment 1 - TUMF Agreement - Van Buren Widening](#)
[Attachment 2 - TUMF Agreement - Market St Widening](#)
[Attachment 3 - TUMF Agreement - Bellegrave Widening](#)
[Attachment 4 - TUMF Agreement - Cantu Galleano Gap Closure](#)
[Attachment 5 - TUMF Agreement - Warren Rd. Widening](#)

TUMF Program Activities Update: Approval of Reimbursement Agreements

Attachment 1

TUMF Reimbursement Agreement
with the City of Jurupa Valley for the
Van Buren Blvd Widening (Limonite
Ave to Santa Ana River) Project

**TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
VAN BUREN BLVD, LIMONITE AVE TO SANTA ANA RIVER
ROW & CON**

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is entered into as of this day of ____, 2021, by and between the Western Riverside Council of Governments (“WRCOG”), a California joint powers authority and the City of Jurupa Valley, a California municipal corporation (“AGENCY”). WRCOG and AGENCY are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

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

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

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

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

AGREEMENT

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

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

- 1) PA&ED – Project Approvals & Environmental Document
- 2) PS&E – Plans, Specifications and Estimates
- 3) R/W – Right of Way Acquisition and Utility Relocation
- 4) CON – Construction

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed FIVE MILLION FIVE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$5,525,000), to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein (“Funding Amount”). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study (“Maximum TUMF Share”), as may be amended from time to time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Termination.

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

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

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

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

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

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

18. Indemnification.

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

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

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

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

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

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

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

(iii) Contain standard separation of insured provisions.

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

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

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

20. Project Amendments. Changes to the characteristics of the Project, including the deadline for Project completion, and any responsibilities of the AGENCY or WRCOG may be requested in writing by the AGENCY and are subject to the approval of WRCOG's Representative,

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

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

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

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

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

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

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

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

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

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

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

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

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

If to AGENCY: City of Jurupa Valley
 8930 Limonite Avenue
 Jurupa Valley, California 92509
 Attention: Paul Toor, Director of Public Works/City Engineer
 Telephone: 951-332-6464
 Facsimile: 951-332-6995

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

**WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS**

CITY OF JURUPA VALLEY

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

By: _____ Date: _____
Rod Butler
City Manager

Approved to Form:

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

EXHIBIT “A”**SCOPE OF WORK****SCOPE OF WORK:**

ROW: The ROW phase of the Van Buren Boulevard, Limonite to Santa Ana River Project includes the ordering of title reports, appraisal services for all affected properties, negotiation with various property owners, and escrow services for the acquisition of all temporary construction easements or permanent right-of-way necessary to construct the project.

CONSTRUCTION: The proposed Project widens Van Buren Boulevard to provide six (6) total lanes, three (3) in each direction while maintaining the existing raised center median and providing curb and gutter between Limonite Avenue and the Santa Ana River.

The proposed improvements will generally include grading activities, pavement widening, curb and gutter construction, drainage facilities, utility relocations, traffic signal modifications, retaining walls and sound walls.

EXHIBIT “A-1”**ESTIMATE OF COST**

Phase	TUMF	LOCAL	TOTAL
PA&ED	\$0	\$130,000	\$130,000
PS&E	\$0	\$325,000	\$325,000
RIGHT OF WAY	\$4,231,000	\$0	\$4,231,000
CONSTRUCTION	\$1,294,000	\$0	\$1,294,000
TOTAL	\$5,525,000	\$455,000	\$5,980,000

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

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	3/4/2021	\$130,000	
PS&E	12/31/2021	\$325,000	
RIGHT OF WAY	1/28/2021	\$4,231,000	
CONSTRUCTION	6/30/2022	\$1,294,000	
TOTAL		\$5,980,000	

Elements of Compensation

EXHIBIT “B”

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

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

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

Signed _____

Title _____

Date _____

Invoice No. _____

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

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

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

1. ELEMENTS OF COMPENSATION.

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

1.1 DIRECT LABOR COSTS.

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

1.1.1 DIRECT SALARY COSTS

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

1.1.2 MULTIPLIER

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

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

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

1.1.2.3 Overhead Costs _____

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

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

1.2 FIXED FEE.

1.2.1 The fixed fee is \$ _____.

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

1.3 ADDITIONAL DIRECT COSTS.

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

Rates for identified Additional Direct Costs are as follows:

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

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

2. DIRECT SALARY RATES

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

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

<u>POSITION OR CLASSIFICATION</u>	<u>RANGE OF HOURLY RATES</u>
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[__sample__]

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

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

3. INVOICING.

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

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

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

Signed	_____
Title	_____
Date	_____
Invoice No.	_____

4. PAYMENT

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

EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
 Western Riverside Council of Governments
 3390 University Avenue; Suite 200
 Riverside, California 92501
 Attention: Deputy Executive Director
 ATTN: Accounts Payable

Re: Project Title - Invoice #__

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

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

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

Amount due this Invoice:	\$0,000,000.00 =====
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I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: _____
 Name
 Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
 3390 University Avenue; Suite 200
 Riverside, California 92501
 Attention: Deputy Executive Director
 Attn: Accounts Payable

Invoice # _____

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

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

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

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

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

By: _____
 Name
 Title

EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)

EXHIBIT B-5
Sample Progress Report

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

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

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

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

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

TUMF Program Activities Update: Approval of Reimbursement Agreements

Attachment 2

TUMF Reimbursement Agreement
with the City of Jurupa Valley for the
Market St Widening (Rubidoux to
Santa Ana River) Project

**TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
MARKET STREET (RUBIDOUX TO SANTA ANA RIVER)
PA&ED AND PS&E**

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is entered into as of this ___ day of _____, 2021, by and between the Western Riverside Council of Governments (“WRCOG”), a California joint powers authority and the City of Jurupa Valley, a California municipal corporation (“AGENCY”). WRCOG and AGENCY are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

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

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

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

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

AGREEMENT

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

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

- 1) PA&ED – Project Approvals & Environmental Document
- 2) PS&E – Plans, Specifications and Estimates
- 3) R/W – Right of Way Acquisition and Utility Relocation
- 4) CON – Construction

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed SEVEN HUNDRED NINETY THREE THOUSAND DOLLARS (\$793,000), to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein (“Funding Amount”). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study (“Maximum TUMF Share”), as may be amended from time to time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Termination.

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

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

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

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

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

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

18. Indemnification.

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

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

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

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

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

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

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

(iii) Contain standard separation of insured provisions.

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

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

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

20. Project Amendments. Changes to the characteristics of the Project, including the deadline for Project completion, and any responsibilities of the AGENCY or WRCOG may be requested in writing by the AGENCY and are subject to the approval of WRCOG's Representative,

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

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

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

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

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

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

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

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

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

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

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

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

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

If to AGENCY: City of Jurupa Valley
 8930 Limonite Avenue
 Jurupa Valley, California 92509
 Attention: Paul Toor, Director of Public Works/City Engineer
 Telephone: 951-332-6464
 Facsimile: 951-332-6995

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

**WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS**

CITY OF JURUPA VALLEY

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

By: _____ Date: _____
Rod Butler
City Manager

Approved to Form:

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

EXHIBIT “A”**SCOPE OF WORK****SCOPE OF WORK:**

The project phases to be funded under this agreement will be PS&ED and PS&E only. Funding for other phases of work will be completed at a future date by and addendum or a separate agreement.

The City of Jurupa Valley is proposing to widen Market Street between Rubidoux Boulevard and the Santa Ana River. The project will widen the existing two-lane roadway to four travel lanes, two in each direction, and a painted center median. Additional improvements will include curb and gutter, sidewalk, curb ramps, striping, and traffic signal modifications. Traffic signal modifications are needed to accommodate the widening of Market/Rubidoux, Market/Agua Mansa.

The PA&ED and PS&E phases will include, but are not limited to, topographic survey and mapping of the existing corridor, records research and utility coordination, geotechnical investigations, preparation of conceptual plans, CEQA, permitting, and preparation of the final PS&E package.

This project will coordinate improvements with the Market Street Bridge project which is currently being designed under a separate reimbursement agreement.

EXHIBIT “A-1”**ESTIMATE OF COST**

Phase	TUMF	LOCAL	TOTAL
PA&ED	\$227,000	\$0	\$227,000
PS&E	\$566,000	\$0	\$566,000
RIGHT OF WAY	TBD	TBD	TBD
CONSTRUCTION	TBD	TBD	TBD
TOTAL	\$793,000	\$0	\$793,000

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

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	4/30/22	\$227,000	
PS&E	6/30/22	\$566,000	
RIGHT OF WAY	TBD	TBD	
CONSTRUCTION	TBD	TBD	
TOTAL		\$793,000	

Elements of Compensation

EXHIBIT “B”

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

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

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

Signed _____

Title _____

Date _____

Invoice No. _____

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

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

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

1. ELEMENTS OF COMPENSATION.

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

1.1 DIRECT LABOR COSTS.

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

1.1.1 DIRECT SALARY COSTS

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

1.1.2 MULTIPLIER

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

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

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

1.1.2.3 Overhead Costs _____

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

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

1.2 FIXED FEE.

1.2.1 The fixed fee is \$ _____.

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

1.3 ADDITIONAL DIRECT COSTS.

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

Rates for identified Additional Direct Costs are as follows:

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

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

2. DIRECT SALARY RATES

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

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

<u>POSITION OR CLASSIFICATION</u>	<u>RANGE OF HOURLY RATES</u>
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[__sample__]

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

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

3. INVOICING.

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

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

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

Signed	_____
Title	_____
Date	_____
Invoice No.	_____

4. PAYMENT

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

EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
 Western Riverside Council of Governments
 3390 University Avenue; Suite 200
 Riverside, California 92501
 Attention: Deputy Executive Director
 ATTN: Accounts Payable

Re: Project Title - Invoice #__

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

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

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

Amount due this Invoice:	\$0,000,000.00 =====
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I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: _____
 Name
 Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
 3390 University Avenue; Suite 200
 Riverside, California 92501
 Attention: Deputy Executive Director
 Attn: Accounts Payable

Invoice # _____

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

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

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

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

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

By: _____
 Name
 Title

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

EXHIBIT B-5
Sample Progress Report

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

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

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

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

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

TUMF Program Activities Update: Approval of Reimbursement Agreements

Attachment 3

TUMF Reimbursement Agreement
with the City of Jurupa Valley for the
Bellegrave Widening (Cantu Galleno
Ranch Rd to Van Buren Blvd) Project

**TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
BELLEGRAVE AVE (CANTU-GALLEANO RANCH RD TO VAN BUREN)
PA&ED AND PS&E**

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is entered into as of this ___ day of _____, 2021, by and between the Western Riverside Council of Governments (“WRCOG”), a California joint powers authority and the City of Jurupa Valley, a California municipal corporation (“AGENCY”). WRCOG and AGENCY are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

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

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

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

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

AGREEMENT

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

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

- 1) PA&ED – Project Approvals & Environmental Document
- 2) PS&E – Plans, Specifications and Estimates
- 3) R/W – Right of Way Acquisition and Utility Relocation
- 4) CON – Construction

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed ONE HUNDRED FORTY THOUSAND DOLLARS (\$140,000), to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein (“Funding Amount”). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study (“Maximum TUMF Share”), as may be amended from time to time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Termination.

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

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

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

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

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

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

18. Indemnification.

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

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

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

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

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

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

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

(iii) Contain standard separation of insured provisions.

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

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

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

20. Project Amendments. Changes to the characteristics of the Project, including the deadline for Project completion, and any responsibilities of the AGENCY or WRCOG may be requested in writing by the AGENCY and are subject to the approval of WRCOG's Representative,

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

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

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

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

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

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

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

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

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

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

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

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

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

If to AGENCY: City of Jurupa Valley
 8930 Limonite Avenue
 Jurupa Valley, California 92509
 Attention: Paul Toor, Director of Public Works/City Engineer
 Telephone: 951-332-6464
 Facsimile: 951-332-6995

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

**WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS**

CITY OF JURUPA VALLEY

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

By: _____ Date: _____
Rod Butler
City Manager

Approved to Form:

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

EXHIBIT “A”**SCOPE OF WORK****SCOPE OF WORK:**

The project phases to be funded under this agreement will be PA&ED and PS&E only. Funding for other phases of work will be completed at a future date by an addendum or a separate agreement.

The City of Jurupa Valley is proposing to widen Bellegrave Avenue between Cantu Galleano Ranch Road and Van Buren Boulevard. This project will widen the existing two-lane roadway to four travel lanes, two in each direction, and a painted center median. Additional improvements will include grading, paving, curb and gutter, sidewalk, drainage structures as necessary, curb ramps, striping, and potentially a new traffic signal at the new intersection of Cantu Galleano Ranch and Bellegrave.

The PA&ED and PS&E phases will include, but are not limited to, topographic survey and mapping of the existing corridor, records research and utility coordination, geotechnical investigations, traffic/circulation studies, preparation of conceptual plans, CEQA, permitting, and preparation of the final PS&E package.

This project will coordinate improvements with the Cantu Galleano Ranch Road Gap Closure project which will be studied concurrently under a separate reimbursement agreement.

EXHIBIT “A-1”**ESTIMATE OF COST**

Phase	TUMF	LOCAL	TOTAL
PA&ED	\$40,000	\$0	\$40,000
PS&E	\$100,000	\$0	\$100,000
RIGHT OF WAY	TBD	TBD	TBD
CONSTRUCTION	TBD	TBD	TBD
TOTAL	\$140,000	\$0	\$140,000

EXHIBIT “A-2”
PROJECT SCHEDULE

TIMETABLE:

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	6/30/22	\$40,000	
PS&E	12/30/22	\$100,000	
RIGHT OF WAY	TBD	TBD	
CONSTRUCTION	TBD	TBD	
TOTAL		\$140,000	

Elements of Compensation

EXHIBIT “B”

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

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

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

Signed _____

Title _____

Date _____

Invoice No. _____

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

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

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

1. ELEMENTS OF COMPENSATION.

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

1.1 DIRECT LABOR COSTS.

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

1.1.1 DIRECT SALARY COSTS

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

1.1.2 MULTIPLIER

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

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

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

1.1.2.3 Overhead Costs _____

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

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

1.2 FIXED FEE.

1.2.1 The fixed fee is \$ _____.

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

1.3 ADDITIONAL DIRECT COSTS.

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

Rates for identified Additional Direct Costs are as follows:

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

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

2. DIRECT SALARY RATES

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

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

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

[__sample__]

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

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

3. INVOICING.

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

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

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

Signed	_____
Title	_____
Date	_____
Invoice No.	_____

4. PAYMENT

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

EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
 Western Riverside Council of Governments
 3390 University Avenue; Suite 200
 Riverside, California 92501
 Attention: Deputy Executive Director
 ATTN: Accounts Payable

Re: Project Title - Invoice #__

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

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

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

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

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

By: _____
 Name
 Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
 3390 University Avenue; Suite 200
 Riverside, California 92501
 Attention: Deputy Executive Director
 Attn: Accounts Payable

Invoice # _____

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

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

Total Base Contract Amount:	\$000,000.00
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Authorized Extra Work (if Applicable)	\$000,000.00
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TOTAL AUTHORIZED CONTRACT AMOUNT:	\$000,000.00
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Total Invoice to Date:	\$000,000.00
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Total Previously Billed:	\$000,000.00
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Balance Remaining:	\$000,000.00
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Amount Due this Invoice:	\$000,000.00
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I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____

Name

Title

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

EXHIBIT B-5
Sample Progress Report

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

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

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

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

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

TUMF Program Activities Update: Approval of Reimbursement Agreements

Attachment 4

TUMF Reimbursement Agreement
with the City of Jurupa Valley for the
Cantu Galleano Ranch Rd Gap
Closure (Bellegrave Ave to .31 Miles
West) Project

**TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
 AGREEMENT TO REIMBURSE TUMF FUNDS
 CANTU GALLEANO RANCH ROAD, GAP CLOSURE (BELLEGRAVE TO .31 MILES
 WEST)
 PA&ED AND PS&E**

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is entered into as of this ___ day of _____, 2021, by and between the Western Riverside Council of Governments (“WRCOG”), a California joint powers authority and the City of Jurupa Valley, a California municipal corporation (“AGENCY”). WRCOG and AGENCY are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

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

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

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

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

AGREEMENT

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

1. Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the AGENCY for **CANTU GALLEANO RANCH ROAD, GAP CLOSURE (BELLEGRAVE TO .31 MILES WEST)**, (the “Project”), a Qualifying Project. The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit “A” attached hereto and incorporated herein by reference and, pursuant to Section 20 below, is subject to modification if requested by the AGENCY and approved by WRCOG. The work shall be consistent with one or more of the defined WRCOG Call for Projects phases detailed herein as follows:

- 1) PA&ED – Project Approvals & Environmental Document
- 2) PS&E – Plans, Specifications and Estimates
- 3) R/W – Right of Way Acquisition and Utility Relocation

4) CON – Construction

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed **SEVENTY SIX THOUSAND DOLLARS (\$76,000)**, to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein (“Funding Amount”). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study (“Maximum TUMF Share”), as may be amended from time to time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Termination.

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

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

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

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

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

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

18. Indemnification.

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

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

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

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

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

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

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

(iii) Contain standard separation of insured provisions.

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

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

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

20. Project Amendments. Changes to the characteristics of the Project, including the deadline for Project completion, and any responsibilities of the AGENCY or WRCOG may be requested in writing by the AGENCY and are subject to the approval of WRCOG's Representative,

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

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

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

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

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

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

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

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

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

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

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

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

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

If to AGENCY: City of Jurupa Valley
 8930 Limonite Avenue
 Jurupa Valley, California 92509
 Attention: Paul Toor, Director of Public Works/City Engineer
 Telephone: 951-332-6464
 Facsimile: 951-332-6995

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

**WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS**

CITY OF JURUPA VALLEY

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

By: _____ Date: _____
Rod Butler
City Manager

Approved to Form:

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

EXHIBIT “A”**SCOPE OF WORK****SCOPE OF WORK:**

The project phases to be funded under this agreement will be PA&ED and PS&E only. Funding for other phases of work will be completed at a future date by an addendum or a separate agreement.

The City of Jurupa Valley is proposing to close the gap on Cantu Galleano Ranch Road between Bellegrave Avenue and roughly .31 miles west (the existing terminus of Cantu Galleano Ranch Road). The extended roadway will continue the existing roadway section, two lanes in each direction and a painted center median. Improvements will include grading, paving, curb and gutter, sidewalk, drainage structures, curb ramps, striping, and potentially a new traffic signal at the new intersection of Cantu Galleano Ranch and Bellegrave.

The PA&ED and PS&E phases will include, but are not limited to, topographic survey and mapping of the existing corridor, records research and utility coordination, geotechnical investigations, traffic/circulation studies, preparation of conceptual plans, CEQA, permitting, and preparation of the final PS&E package.

This project will coordinate improvements with the Bellegrave Avenue project which will be studied concurrently under a separate reimbursement agreement.

EXHIBIT “A-1”**ESTIMATE OF COST**

Phase	TUMF	LOCAL	TOTAL
PA&ED	\$22,000	\$0	\$22,000
PS&E	\$54,000	\$0	\$54,000
RIGHT OF WAY	TBD	TBD	TBD
CONSTRUCTION	TBD	TBD	TBD
TOTAL	\$76,000	\$0	\$76,000

EXHIBIT “A-2”
PROJECT SCHEDULE

TIMETABLE:

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	6/30/22	\$22,000	
PS&E	12/30/22	\$54,000	
RIGHT OF WAY	TBD	TBD	
CONSTRUCTION	TBD	TBD	
TOTAL		\$76,000	

Elements of Compensation

EXHIBIT “B”

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

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

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

Signed _____

Title _____

Date _____

Invoice No. _____

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

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

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

1. ELEMENTS OF COMPENSATION.

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

1.1 DIRECT LABOR COSTS.

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

1.1.1 DIRECT SALARY COSTS

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

1.1.2 MULTIPLIER

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

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

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

1.1.2.3 Overhead Costs _____

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

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

1.2 FIXED FEE.

1.2.1 The fixed fee is \$ _____.

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

1.3 ADDITIONAL DIRECT COSTS.

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

Rates for identified Additional Direct Costs are as follows:

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

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

2. DIRECT SALARY RATES

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

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

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

[__sample__]

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

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

3. INVOICING.

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

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

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

Signed	_____
Title	_____
Date	_____
Invoice No.	_____

4. PAYMENT

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

EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
 Western Riverside Council of Governments
 3390 University Avenue; Suite 200
 Riverside, California 92501
 Attention: Deputy Executive Director
 ATTN: Accounts Payable

Re: Project Title - Invoice #__

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

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

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

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

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

By: _____
 Name
 Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
 3390 University Avenue; Suite 200
 Riverside, California 92501
 Attention: Deputy Executive Director
 Attn: Accounts Payable

Invoice # _____

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

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

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

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

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

By: _____
 Name
 Title

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

EXHIBIT B-5
Sample Progress Report

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

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

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

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

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

TUMF Program Activities Update: Approval of Reimbursement Agreements

Attachment 5

TUMF Reimbursement Agreement
with the City of San Jacinto for the
Warren Rd Gap Widening (Ramona
Expy to Upper Line Rd) Project

**TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
WARREN ROAD WIDENING FROM UPPER LINE TO RAMONA EXPRESSWAY
PA&ED, DESIGN, AND CONSTRUCTION**

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is entered into as of this ____ day of _____ 2021, by and between the Western Riverside Council of Governments (“WRCOG”), a California joint powers authority and the City of San Jacinto (“AGENCY”). WRCOG and AGENCY are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

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

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

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

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

AGREEMENT

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

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

- 1) PA&ED – Project Approvals & Environmental Document
- 2) PS&E – Plans, Specifications and Estimates
- 3) R/W – Right of Way Acquisition and Utility Relocation

4) CON – Construction

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed Four Million Eight Hundred and Seven Thousand Dollars (\$4,807,000.00) to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein (“Funding Amount”). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study (“Maximum TUMF Share”), as may be amended from time to time.

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

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

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

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

(b) Review and Reimbursement by WRCOG. Upon receipt of an invoice from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. Undisputed amounts shall be paid by WRCOG to the AGENCY within thirty (30) days. In the event that WRCOG disputes the eligibility of the

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

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

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

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

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

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

AGENCY shall not be obligated to repay TUMF Program Funds to WRCOG relating solely to PA&ED phase work performed for the Project.

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

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

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

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

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

15. Termination.

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

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

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

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

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

18. Indemnification.

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

(b) WRCOG Responsibilities. WRCOG agrees to indemnify and hold harmless the AGENCY, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this

Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of WRCOG or its sub-consultants. WRCOG will reimburse the AGENCY for any expenditures, including reasonable attorneys' fees, incurred by the AGENCY, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of WRCOG.

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

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

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

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

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

(iii) Contain standard separation of insured provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to AGENCY: City of San Jacinto
 595 S. San Jacinto Ave.
 San Jacinto, Ca 92583
 Attn: Stuart E. McKibbin
 Telephone: 951-654-3592
 email: Stuart@trilakeconsultants.com

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

CITY OF SAN JACINTO

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

By: _____ Date: _____
Robert Johnson
City Manager

Approved to Form:

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

EXHIBIT “A”

SCOPE OF WORK

SCOPE OF WORK:

Project Approval and Environmental Document (PA&ED) under CEQA, Design of the Warren Road Widening (2 lanes in each direction), from Upper Line to Ramona Expressway, and construction and construction engineering.

EXHIBIT “A-1”**ESTIMATE OF COST**

Phase	TUMF	LOCAL	TOTAL
PA&ED\$	\$150,000.00	\$0	\$150,000.00
PS&E	\$175,000.00	\$0	\$175,000.00
RIGHT OF WAY	\$0	\$0	\$0
CONSTRUCTION	\$4,482,000.00	\$0	\$4,482,000.00
TOTAL	\$4,807,000.00	\$0	\$4,807,000.00

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

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	12/30/2024	\$150,000.00	
PS&E	12/30/2025	\$175,000.00	
RIGHT OF WAY	06/30/2026	\$0	City to fund right of way that is not currently owned by City of San Jacinto
CONSTRUCTION	10/30/2027	\$4,482,000.00	
TOTAL		\$4,807,000.00	

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Elements of Compensation

EXHIBIT “B”

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

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

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

Signed _____

Title _____

Date _____

Invoice No. _____

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

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

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

1. ELEMENTS OF COMPENSATION.

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

1.1 DIRECT LABOR COSTS.

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

1.1.1 DIRECT SALARY COSTS

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

1.1.2 MULTIPLIER

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

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

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

1.1.2.3 Overhead Costs _____

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

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

1.2 FIXED FEE.

1.2.1 The fixed fee is \$ _____.

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

1.3 ADDITIONAL DIRECT COSTS.

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

Rates for identified Additional Direct Costs are as follows:

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

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

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2. DIRECT SALARY RATES

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

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

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

[__sample__]

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

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

3. INVOICING.

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

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

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

Signed _____
Title _____
Date _____
Invoice No. _____

4. PAYMENT

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

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EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
Western Riverside Council of Governments
3390 University Avenue; Suite 200
Riverside, California 92501
Attention: Deputy Executive Director
ATTN: Accounts Payable

Re: Project Title - Invoice #__

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

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

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

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

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

By: _____
Name
Title

cc:

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EXHIBIT B-3**Sample Letter from Contractor to AGENCY**

Month/Date/Year

Western Riverside Council of Governments
 3390 University Avenue; Suite 200
 Riverside, California 92501
 Attention: Deputy Executive Director
 Attn: Accounts Payable

Invoice # _____

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

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

Total Base Contract Amount:	\$000,000.00
-----------------------------	--------------

Authorized Extra Work (if Applicable)	\$000,000.00
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TOTAL AUTHORIZED CONTRACT AMOUNT:	\$000,000.00
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Total Invoice to Date:	\$000,000.00
------------------------	--------------

Total Previously Billed:	\$000,000.00
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Balance Remaining:	\$000,000.00
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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

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EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)

For Public Agency Use Only

EXHIBIT B-5
Sample Progress Report

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

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

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

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

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



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Cal Cities Activities Update
Contact: Erin Sasse, Regional Public Affairs Manager, Cal Cities, esasse@cacities.org, (951) 321-0771
Date: November 1, 2021

Requested Action(s):

1. Receive and file.
-

Purpose:

The purpose of this item is to provide an update of activities undertaken by Cal Cities.

Background:

The League of California Cities has been shaping the Golden State's political landscape since the association was founded in 1898. It defends and expands local control through advocacy efforts in the Legislature, at the ballot box, in the courts, and through strategic outreach that informs and educates the public, policymakers, and opinion leaders. Cal Cities also offers education and training programs designed to teach city officials about new developments in their field and exchange solutions to common challenges facing their cities.

An update on legislation of interest to Cal Cities members is provided as Attachment 1.

Prior Action(s):

October 21, 2021: The Technical Advisory Committee received and filed.

Fiscal Impact:

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

Attachment(s):

[Attachment 1 - Final Legislative Session Wrap Up](#)



CHAPTERED LEGISLATION WE SUPPORTED

[SB 60 \(Glazer\)](#) Residential short-term rental ordinances: health or safety infractions: maximum fines. This measure would allow cities to impose a fine of up to \$5,000 for public health and safety violations of a short-term rental ordinance.

[AB 361 \(Rivas, Robert\)](#) Open Meetings. Local Agencies. Teleconferences. This measure would allow local agencies to meet remotely during declared state emergencies to ensure continued delivery of critical public services. Furthermore, the public does not have to submit public comments in advance.

[SB 619 \(Laird\)](#) Organic waste: reduction regulations: local jurisdiction compliance. This measure would give local governments an optional pathway to compliance of SB 1383 without the fear of penalty for one year.

[AB 61 \(Gabriel\)](#) Business pandemic relief. / **[SB 314 \(Wiener\)](#)** Alcoholic Beverages. / **[SB 389 \(Dodd\)](#)** Alcoholic beverages: retails on-sale license: off-sale privileges. These measures would make permanent some of the COVID-19 emergency provisions that allowed for outdoor dining and alcohol to-go beverages.

[AB 43 \(Friedman\)](#) Traffic safety. This measure would allow cities greater flexibility when calculating speed limits along the most dangerous sections of roadway.

[AB 773 \(Nazarian\)](#) Street closures and designations. This measure would authorize cities to adopt a rule or regulation by ordinance to designate a local street within its jurisdiction as a slow street.

[AB 14 \(Aguilar-Curry\)](#) and **[SB 4 \(Gonzalez\)](#)** Communications: California Advanced Services Fund. The two measures make important updates to the California Advanced Services Fund surcharge program.

CHAPTERED LEGISLATION WE OPPOSED

[SB 8 \(Skinner\)](#) Housing Crisis Act of 2019. This measure would extend the sunset date for the Housing Crisis Act of 2019 from 2025 to 2030. The Housing Crisis Act declared a statewide housing crisis and froze nearly all development-related fees once a developer submits a “preliminary” application, including essential project specific fees.

[SB 9 \(Atkins\)](#) Housing Development Approvals.

This measure would require a local government to ministerially approve a housing development containing two residential units in single-family zones. Additionally, this measure would require local governments to ministerially approve urban lot split.

[AB 215 \(Chiu\)](#) Planning and Zoning Law: housing element: violations.

This measure would add a new step in the housing element certification process that requires a minimum 40 additional days of time, create a new three-year statute of limitations for any action brought pursuant to the AB 72 enforcement process, and would allow HCD to appoint or contract with other legal counsel to represent HCD when the Attorney General declines to represent HCD in an AB 72 enforcement action

[AB 602 \(Grayson\)](#) Development fees: impact fee nexus study.

This measure would make significant changes to laws governing local development impact fee programs and create new state and local costs.

[SB 2 \(Bradford\)](#) Peace Officers. Certification. Civil Rights.

This measure would establish new standards and processes for decertifying peace officers and would eliminate the application of certain governmental immunities and allow wrongful death actions under the Tom Bane Civil Rights Act.

[SB 278 \(Leyva\)](#) Public Employees' Retirement System. Disallowed Compensation/ Benefits Adjustments.

This measure would require public agencies and schools to directly pay retirees and/or their beneficiaries disallowed retirement benefits using general fund and Proposition 98 dollars.

[AB 970 \(McCarty\)](#) Planning and Zoning. Permit Applications of Electric Vehicle Charging Stations.

This measure would require an application to install an electric vehicle charging station to be deemed complete within five business days and deemed approved 20 business days after the application was deemed complete.

LEGISLATION WE OPPOSED AND WAS VETOED

[SB 556 \(Dodd\)](#) Street Light Poles, Traffic Signal Poles, Utility Poles, and Support Structures Attachments.

This measure would implement Federal Communications Commission's adopted regulations on wireless services deployment into state law while they continue to be contested.

[AB 339 \(Lee\)](#) Local government: open and public meetings.

This measure requires jurisdictions over 250,000 to provide in-person and teleconference options for the public to participate in meetings.

LEGISLATION WE SUPPORTED THAT WAS VETOED

[SB 792 \(Glazer\)](#) Sales and use tax: returns: online transactions: local jurisdiction schedule.

This measure would, beginning on or after January 1, 2022, require retailers that have annual online sales that exceed \$50 million in the previous calendar year to report gross receipts of online sales for each local jurisdiction where it shipped or delivered a product.



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Update from California State Association of Counties (CSAC)
Contact: Andrea Mares, Board Assistant, County of Riverside - District 3,
AnMares@rivco.org, (951) 955-1030
Date: November 1, 2021

Requested Action(s):

1. Receive and file.

Purpose:

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

Background:

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

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

Prior Action(s):

None.

Fiscal Impact:

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

Attachment(s):

None.



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Updates to WRCOG JPA and Bylaws
Contact: Dr. Kurt Wilson, Executive Director, kwilson@wrcog.us, (951) 405-6701
Date: November 1, 2021

Requested Action(s):

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

Purpose:

The purpose of this item is to present an updated version of the WRCOG Joint Powers Agreement and Bylaws. These updates were made based on direction from a subcommittee tasked with reviewing both documents.

Background:

The practices, role, and needs of WRCOG have evolved over the past three decades. The processes outlined in the formation document (Joint Powers Agreement) and the operational document (Bylaws) should be updated from time to time in order to capture changes in the needs, intent, and focus of the Executive Committee. This agenda item proposes updates to both documents.

Earlier this summer, a subcommittee comprised of Vice-Chair Crystal Ruiz, Committee member Brian Tisdale, Committee member Ben Benoit, and immediate Past Chair Kevin Bash met to evaluate and propose changes to WRCOG's Bylaws. The group met over a series of months and identified several substantive changes along with several formatting and/or stylistic changes.

Upon completion of their work on the Bylaws, Chair Spiegel tasked the group with performing a similar task with the Joint Powers Agreement – the parent document to the Bylaws. The group convened and has completed its work.

Both documents are attached as proposed (clean) version and redline version.

A partial list of key changes to the JPA is listed below. For the full scope of changes, please see the attached red line document (Attachment 1) (list of substantive changes). The changes are intended to:

1. Remove references to the membership of the Morongo Band of Mission Indians.
2. Modernize language and processes, including removal of references to use of member agency employees to perform day-to-day WRCOG Agency business.

3. Completely revise indemnity language to better articulate WRCOG responsibility to indemnify member agencies.
4. Remove outdated arbitration provision.

A partial list of key changes to the Bylaws is listed below. For the full scope of changes, please see the attached red line document (Attachment 3) (list of substantive changes). The changes are intended to:

1. Clarify the role of the Chairperson to include, without limitation, the power to execute documents or take other actions as directed by the Executive Committee, make appointments to the Administration & Finance Committee, create and appoint to ad hoc committees, and call special meetings.
2. Clarify which official will preside over the meeting when the Chair is absent. Designates the Past Chair to preside over the meeting if the Chair, Vice-Chair, and Second Vice-Chair are absent.
3. Clarify the duties of the Executive Director and General Counsel and the Executive Committee's ultimate oversight authority over the Executive Director and General Counsel. Duties of the Executive Director include:
 - a. Administration of personnel system
 - b. Administration of contracts
 - c. Preparation of audit by outside auditor
 - d. Enforcement of policies, rules and regulations, motions, or resolutions
 - e. Preparation and implementation of budget
4. Establish the selection, oversight, and termination process of the Executive Director and General Counsel.
5. Update gender references.
6. Make various non-substantive language changes for clarity.

Prior Action(s):

October 13, 2021: The Administration & Finance Committee recommended that the Executive Committee 1) direct staff to forward the JPA Amendment to WRCOG member agencies for their approval; and 2) adopt Resolution Number 25-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments amending its Bylaws.

Fiscal Impact:

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

Attachment(s):

[Attachment 1 - JPA - red lined](#)

[Attachment 2 - JPA - clean](#)

[Attachment 3 - Bylaws - red lined](#)

[Attachment 4 - Resolution Number 25-21 Amending the Bylaws](#)

Attachment 1

JPA - red lined

JOINT POWERS AGREEMENT OF
THE WESTERN RIVERSIDE
COUNCIL OF GOVERNMENTS

This Agreement is made and entered into on the 1st day of April, 1991, pursuant to Government Code Section 6500 et. seq. and other pertinent provisions of law, by and between six or more of the cities located within Western Riverside County and the County of Riverside.

RECITALS

A. Each member and party to this Agreement is a governmental entity established by law with full powers of government in legislative, administrative, financial, and other related fields.

B. The purpose of the formation is to provide an agency to conduct studies and projects designed to improve and coordinate the common governmental responsibilities and services on an area-wide and regional basis through the establishment of an association of governments. The Council will explore areas of inter-governmental cooperation and coordination of government programs and provide recommendations and solutions to problems of common and general concern.

C. When authorized pursuant to an Implementation Agreement, the Council shall manage and administer thereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

I.

PURPOSE AND POWERS

1.1 Agency Created.

There is hereby created a public entity to be known as the "Western Riverside Council of Governments" ("WRCOG" or "the Council). WRCOG is formed by this Agreement pursuant to the provision of Government Code Section 6500 et. seq. and other pertinent provision of law. WRCOG shall be a public entity separate from the parties hereto.

1.2 Powers.

1.2.1. WRCOG established hereunder shall perform all necessary functions to fulfill the purposes of this Agreement. Among other functions, WRCOG shall:

a. Serve as a forum for consideration, study, and recommendation on area-wide and regional problems;

b. Assemble information helpful in the consideration of problems peculiar to Western Riverside County;

c. Explore practical avenues for intergovernmental cooperation, coordination, and action in the interest of local public welfare and means of improvements in the administration of governmental services; and

d. Serve as the clearinghouse review body for Federally-funded projects in accordance with Circular A-95 in conjunction with the Southern California Association of Governments.

1.2.2. The Council shall have the power in its own name to do any of the following:

a. When necessary for the ~~day-to-day~~day-to-day operation of the Council, to make and enter into contracts_;.

b. To contract for the services of engineers, attorneys, planners, financial consultants_. and separate and apart therefrom to employ such other persons, as it deems necessary_;.

c. To apply for an appropriate grant or grants under any federal, state, or local programs_;.

d. To receive gifts, contributions_. and donations of property, funds, services_. and other forms of financial assistance from persons, firms, corporations_. and any governmental entity_;.

e. To lease, acquire, construct, manage, maintain, and operate any buildings, works, or improvements_;.

f. To delegate some or all of its powers to the Executive Committee and the Executive Director of the Council as hereinafter provided.

1.2.3 The ~~association~~Council shall have the power in its own name, only with the approval of all affected member agencies to:

a. Acquire, hold_. and dispose of property by eminent domain, lease, lease purchase or sale_;.

b. To incur debts, liabilities, obligations, and issue bonds_;.

II.

ORGANIZATION OF COUNCIL

2.1 Parties.

The parties to WRCOG shall be the County of Riverside and each city located within Western Riverside County which has executed or hereafter executes this Agreement, or any addenda, amendment, or supplement hereto and agrees to become a member upon such terms and conditions as established by the General Assembly or Executive Committee, and which has not, pursuant to provisions hereof, withdrawn herefrom— (the “Member Agencies”). Only the parties identified in this section and Associate Members approved under section 8.2 of this Agreement, if any, shall be considered contracting parties to this Agreement under Government Code section 6502, provided that the rights of any Associate Member under this Agreement shall be limited solely those rights expressly set forth in a PACE Agreement authorized in section 8.2 of this Agreement.

2.2 Names.

The names, particular capacities and addresses of the parties shall be shown on Exhibit "A" attached hereto, as amended or supplemented from time to time by the Executive Director. If the Executive Director amends or supplements Exhibit “A,” a copy of the revised Exhibit “A” shall be provided to the members.

2.3 Duties.

WRCOG shall do whatever is necessary and required to carry out the purposes of this Agreement and when authorized by an Implementation Agreement pursuant to section 1.2.3 as appropriate, to make and enter into such contracts, incur such debts and obligations, assess contributions from the members, and perform such other acts as are necessary to the accomplishment of the purposes of such agreement,

within the provisions of Government Code Section 6500 et seq. and as prescribed by the laws of the State of California.

2.4 Governing Body.

2.4.1. WRCOG shall be governed by a General Assembly with membership consisting of representatives from the County of Riverside, each city which is a signatory to this Agreement, the Western Municipal Water District, and the Eastern Municipal Water District, ~~and the Morongo Band of Mission Indians (“Morongo”)~~ (collectively, the “General Assembly Member Agencies”). Each General Assembly Member Agency shall have one vote for each ~~mayer~~ Mayor, ~~council~~ Council member, ~~county~~ County ~~supervisor~~ Supervisor, and ~~water~~ Water ~~district~~ District ~~board~~ Board ~~member~~ Member, ~~and tribal council members~~ present at the General Assembly. The General Assembly shall act only upon a majority of a quorum. A quorum shall consist of a majority of the total authorized representatives, provided that voting representatives of a majority of the General Assembly Member Agencies are present. The General Assembly shall adopt and amend ~~by-laws~~ Bylaws for the administration and management of this Agreement, which when adopted and approved shall be an integral part of this Agreement. Such ~~by-laws~~ Bylaws may provide for the management and administration of this Agreement. The General Assembly shall meet at least once annually, preferably scheduled in the evening.

2.4.2. There shall be an Executive Committee which exercises the powers of this Agreement between sessions of the General Assembly. Members of the Executive Committee shall be the Mayor from each of the member cities, four members of the Riverside County Board of Supervisors, and the President of each Water District, ~~and the Tribal Chairman of Morongo (the “Executive Committee Members”)~~. Each City Council,

at its discretion, can appoint its Mayor Pro Tem or other City Council member in place of the Mayor. ~~Each water~~ Water ~~district~~ District ~~board~~ Board, at its discretion, can appoint another Board member in place of the President. ~~The Tribal Council of Morongo, at its discretion, can appoint another Tribal Council member in place of the Tribal Chairman.~~ The Executive Committee shall act only upon a majority of a quorum. A quorum shall consist of a majority of the Executive Committee Members. Voting shall be cast and tallied in accordance with the ~~by laws~~ Bylaws. ~~Membership of Morongo on the General Assembly and Executive Committee of WRCOG shall be conditioned on Morongo entering into a separate Memorandum of Understanding with WRCOG.~~

2.4.3. Each member of the General Assembly and the Executive Committee shall be a current member of the legislative body such member represents.

2.4.4. Each Executive Committee Member shall also have an alternate, who must also be a current member of the legislative body of the party such alternate represents. The remaining member of the Board of Supervisors shall serve as an alternate for the Board of Supervisors. The name of the alternate members shall be on file with the Executive ~~Committee~~ Director. In the absence of the regular member from an agency, the alternate member from such agency shall assume all rights and duties of the absent regular member.

2.5 Executive Director.

The Executive Director shall be the ~~chief~~ Chief ~~administrative~~ oe Executive o Officer of the Council. He or she shall receive such compensation as may be fixed by

the Executive Committee. The powers and duties of the Executive Director shall be subject to the authority of the Executive Committee and include the following:

- a. To appoint, direct and remove employees of the Council.
- b. Annually to prepare and present a proposed budget to the Executive Committee and General Assembly.
- c. Serve as Secretary of the General Assembly and of the Executive Committee.
- d. To attend meetings of the General Assembly and Executive Committee.
- e. To perform such other and additional duties as the Executive Committee may require.

2.6 Principal Office.

The principal office of WRCOG shall be established by the Executive Committee and shall be located within Western Riverside County. The Executive Committee is hereby granted full power and authority to change said principal office from one location to another within Western Riverside County. Any change shall be noted by the Secretary under this section but shall not be considered an amendment to this Agreement.

2.7 Meetings.

The Executive Committee shall meet at the principal office of the agency or at such other place as may be designated by the Executive Committee or Chair. The time and place of regular meetings of the Executive Committee shall be determined by ~~resolution adopted by~~ the Executive Committee; a copy of such ~~resolution~~ schedule shall be furnished to each party hereto. Regular, adjourned, and special meetings shall be

called and conducted in accordance with the provisions of the Ralph M. Brown Act, Government Code Section 54950 et. seq., as it may be amended.

2.8 Powers and Limitations of the Executive Committee.

Unless otherwise provided herein, each Member or participating alternate of the Executive Committee shall be entitled to one vote, and a vote of the majority of those present and qualified to vote constituting a quorum may adopt any motion, resolution, or order and take any other action they deem appropriate to carry forward the objectives of the Council.

2.9 Minutes.

The Secretary of the Council shall cause to be kept minutes of regular, adjourned regular, and special meetings of the General Assembly and Executive Committee, and shall cause a copy of the ~~minutes~~ Minutes to be forwarded to each member.

2.10 Rules.

The Executive Committee may adopt from time to time such rules and regulations for the conduct of its affairs consistent with this Agreement or any Implementation Agreement.

~~2.11 Vote or Assent of Members.~~

~~The vote, assent or approval of the members in any manner as may be required hereunder shall be evidenced by a certified copy of the action of the governing body of such party filed with the Council. It shall be the responsibility of the Executive Director to obtain certified copies of said actions.~~

2.1321 Officers.

There shall be selected from the membership of the Executive Committee, a ~~chairperson~~Chair, a ~~vice~~Vice-chairperson ~~Chair~~, and a ~~second~~Second ~~vice~~Vice-chairperson ~~Chair in accordance with the by-laws~~Bylaws. The Executive Director shall be the ~~s~~Secretary of the Council. The Treasurer and the Auditor shall be appointed by the Executive Director and must be officers or employees of WRCOG. The Executive Director may appoint a single officer or employee of WRCOG to serve in both the Treasurer and Auditor positions. Such person(s) shall possess the powers of, and shall perform the ~~treasurer~~Treasurer and ~~auditor~~Auditor functions respectively, for WRCOG and perform those functions required of them by Government Code Sections 6505, 6505.5 and 6505.6, and by all other applicable laws and regulations, including any subsequent amendments thereto.

The ~~chairperson~~Chair, ~~vice~~Vice-chairperson ~~Chair~~, and ~~second~~Second ~~vice~~Vice-chairperson ~~Chair~~ shall hold office for a period of one year commencing ~~at the close of the General Assembly meeting~~annually on July 1 ~~of their election,~~ and ending one year thereafter, or until his or her successor is elected. The Officers shall have the duties set forth in the by-lawsBylaws. ~~Except for the Executive Director, any officer, employee, or agent of the Executive Committee may also be an officer, employee, or agent of any of the members. The appointment by the Executive Committee of such a person shall be evidence that the two positions are compatible.~~

2.1~~43~~2 Committees.

The Executive Committee may, as it deems appropriate, establish committees to accomplish the purposes set forth herein. All standing committee meetings

of WRCOG, including those of the Executive Committee, shall be open to all Executive Committee Members in accordance with the Brown Act.

2.1~~5~~43 Additional Officers~~and Employees~~.

The Executive Committee shall have the power to authorize such additional ~~officers~~Officers ~~and employees~~ as may be appropriate.

2.1~~6~~54 Bonding Requirement.

The ~~officers~~Officers or persons who have charge of, handle, or have access to any property of WRCOG shall be the Treasurer, the Executive Director, and any other ~~officers~~Officers or persons designated or empowered by the Executive Committee. Each such ~~officer~~Officer or person shall be required to file an official bond with the Executive Committee in an amount which shall be established by the Executive Committee. Should the existing bond or bonds of any such ~~officer~~Officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be appropriate expenses of WRCOG.

2.1~~7~~65 Status of Officers~~and Employees~~.

All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of ~~officers~~Officers, agents, or employees of any of the members when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. ~~None of the officers, agents, or employees appointed by the Executive Committee shall be deemed, by reason of their employment by the~~

~~Executive Committee, to be employed by any of the members or, by reason of their employment by the Executive Committee, to be subject to any of the requirements of such members.~~

2.1~~87~~6 Restrictions.

Pursuant to Government Code Section 6509, for the purposes of determining the restrictions to be imposed by the Council in its exercise of the above-described joint powers, reference shall be made to, and the Council shall observe, the restrictions imposed by state law upon the County of Riverside.

2.1~~98~~7 TUMF Matters – Water Districts ~~and Morongo~~.

Pursuant to this Joint Powers Agreement, WRCOG administers the Transportation Uniform Mitigation Fee (“TUMF”) for cities in Western Riverside County. The fee was established prior to the Water District’s ~~and Morongo’s~~ involvement with WRCOG and will fund transportation improvements for the benefit of the County of Riverside and the cities in Western Riverside County. As such, the Western Municipal Water District and, the Eastern Municipal Water District, ~~and Morongo General Assembly and~~ Executive Committee Members shall not vote on any matter related to the administration of the TUMF ~~program~~ Program or the expenditure of TUMF revenues.

III

FUNDS AND PROPERTY

3.1 Treasurer.

The Treasurer of the Council shall have custody of all funds and shall provide for strict accountability thereof in accordance with Government Code Section 6505.5 and other applicable laws of the State of California. He or she shall perform all of

the duties required in Government Code Section 6505 et. seq., and such other duties as may be prescribed by the Executive Committee.

3.2. Expenditure of Funds.

The funds under this Agreement shall be expended only in furtherance of the purposes hereof and in accordance with the laws of the State of California and standard accounting practices shall be used to account for all funds received and disbursed.

3.3. Fiscal Year.

WRCOG shall be operated on a fiscal year basis, beginning on July 1 of each year and continuing until June 30 of the succeeding year. Prior to July 1 of each year, the General Assembly shall adopt a final budget for the expenditures of WRCOG during the following fiscal Year.

3.4. Contributions / Public Funds.

In preparing the budget, the General Assembly, by majority vote of a quorum, shall determine the amount of funds which will be required from its members for the purposes of this Agreement. The funds required from its members after approval of the final budget shall be raised by contributions 50% of which will be assessed on a per capita basis and 50% on an assessed valuation basis, each city paying on the basis of its population and assessed valuation, and the County paying on the basis of the population and assessed valuation within the unincorporated area of Western Riverside County as defined in the ~~by-laws~~ Bylaws. The parties, when informed of their respective contributions, shall pay the same before August 1st of the fiscal year for which they are assessed or within sixty days of being informed of the assessment, whichever occurs

later. In addition to the contributions provided, advances of public funds from the parties may be made for the purposes of this Agreement. When such advances are made, they shall be repaid from the first available funds of WRCOG.

The General Assembly shall have the power to determine that personnel, equipment, or property of one or more of the parties to the Agreement may be used in lieu of fund contributions or advances.

All contributions and funds shall be paid to WRCOG and shall be disbursed by a majority vote of a quorum of the Executive Committee, as authorized by the approved budget.

3.5 Contributions from Water Districts and ~~Other Nonvoting Agency(ies)~~ and the Morongo Band of Mission Indians.

The provision of ~~section~~ Section 3.4 above shall be inapplicable to the Western Municipal Water District, ~~the Eastern Municipal Water District, or other nonvoting agency, and Morongo.~~ The amount of contributions from these water districts ~~and Morongo or other nonvoting agency~~ shall be through the WRCOG budget process. This provision shall not apply to Associate Members under Article VIII.

IV

BUDGETS AND DISBURSEMENTS

4.1 Annual Budget.

The Executive Committee may at any time amend the budget to incorporate additional income and disbursements that might become available to WRCOG for its purposes during a fiscal year.

4.2 Disbursements.

The Executive Director shall request warrants from the Auditor in accordance with budgets approved by the General Assembly or Executive Committee subject to quarterly review by the Executive Committee. The Treasurer shall pay such claims or disbursements and such requisitions for payment in accordance with rules, regulations, policies, procedures, and ~~by-laws~~ Bylaws adopted by the Executive Committee.

4.3 Accounts.

All funds will be placed in appropriate accounts and the receipt, transfer, or disbursement of such funds during the term of this Agreement shall be accounted for in accordance with generally accepted accounting principles applicable to governmental entities and pursuant to Government Code Sections 6505 et seq. and any other applicable laws of the State of California. There shall be strict accountability of all funds. All revenues and expenditures shall be reported to the Executive Committee.

4.4 Expenditures Within Approved Annual Budget.

All expenditures shall be made within the approved annual budget. No expenditures in excess of those budgeted shall be made without the approval of a majority of a quorum of the Executive Committee.

4.5 Audit.

The Auditor shall ~~make or~~ contract with an independent certified public accountant or public accountant to make an annual audit of WRCOG's accounts and records, and copies of such audit report shall be filed with the County Auditor, State Controller, and each party to WRCOG no later than fifteen (15) days after receipt of said audit by the Executive Committee. The Auditor shall perform those functions required of

him or her by Government Code Sections 6505, 6505.5 and 6505.6, and by all other applicable laws and regulations, including any subsequent amendments thereto.

4.6 Reimbursement of Funds.

Grant funds received by WRCOG from any federal, state, or local agency to pay for budgeted expenditures for which WRCOG has received all or a portion of said funds from the parties hereto shall be used as determined by WRCOG's Executive Committee.

V

LIABILITIES

5.1 Liabilities.

The debts, liabilities, and obligations of WRCOG shall be the debts, liabilities, or obligations of WRCOG alone and not of the parties to this Agreement.

5.2 Liability of Directors, Officers, and Employees.

The Directors, ~~o~~Officers, and employees of ~~the AuthorityAgency~~Council shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, ~~o~~Officer, or employee will be responsible for any act or omission by another Director, ~~o~~Officer, or employee. The ~~AuthorityAgency~~Council shall defend, indemnify, and hold harmless the individual current and former Directors, ~~o~~Officers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by California Government Code § 995 et seq. Nothing in this section shall be construed to limit the defenses available under the law to the Member Agencies, the ~~AuthorityAgency~~Council, or its Directors, ~~o~~Officers, or employees.

5.3 Indemnification.

The AuthorityAgency Council shall acquire such insurance coverage as the BoardExecutive Committee deems necessary to protect the interests of the AgencyAuthority Council, and the Member Agencies. The AuthorityAgency Council shall indemnify, defend, and hold harmless the Member Agencies and each of their respective Board members board or eCouncil members, oOfficers, agents, and employees, from any and all claims, losses, damages, costs, injuries, and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the AuthorityAgency Council under this Agreement.

5.2 — Hold Harmless and Indemnity.

~~Each party hereto agree to indemnify and hold the other parties harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party or its employees. Where the General Assembly or Executive Committee itself or its agents or employees are held liable for injuries to persons or property, each party's liability for contribution or indemnity for such injuries shall be based proportionately upon the contributions (less voluntary contributions) of each member. In the event of liability imposed upon any of the parties to this Agreement, or upon the General Assembly or Executive CommitteeWRCOG created by this Agreement, for injury which is caused by the negligent or wrongful act or omission of any of the parties in the performance of this Agreement, the contribution of the party or parties not directly responsible for the negligent or wrongful act or omission shall be limited to One Hundred Dollars (\$100.00). The party or parties~~

~~directly responsible for the negligent or wrongful acts or omissions shall indemnify, defend, and hold all other parties harmless from any liability for personal injury or property damage arising out of the performance of this Agreement. The voting for or against a matter being considered by the General Assembly or executive or other committee or WRCOG, or abstention from voting on such matter, shall not be construed to constitute a wrongful act or omission within the meaning of this Subsection. As used in this Section 5.2, party shall mean the Member Agencies and WRCOG~~

VI

ADMISSION AND WITHDRAWAL OF PARTIES

6.1 Admission of New Parties.

It is recognized that additional cities, other than the original parties, may wish to participate in WRCOG. Any Western Riverside County city may become a party to WRCOG upon such terms and conditions as established by the General Assembly or Executive Committee. Any Western Riverside County city shall become a party to WRCOG by the adoption by the city council of this Agreement and the execution of a written addendum hereto agreeing to the terms of this Agreement and agreeing to any additional terms and conditions that may be established by the General Assembly or Executive Committee. Special districts which are significantly involved in regional problems and the boundaries of which include territory within the collective area of the membership shall be eligible for advisory membership in the Council by the execution of a separate MOU setting forth the terms of such participation. The representative of any such advisory member may participate in the work of committees of the Council.

6.2 Withdrawal from WRCOG.

It is fully anticipated that each party hereto shall participate in WRCOG until the purposes set forth in this Agreement are accomplished. The withdrawal of any party, either voluntary or involuntary, unless otherwise provided by the General Assembly or Executive Committee, shall be conditioned as follows:

a. In the case of a voluntary withdrawal following a properly noticed public hearing, written notice shall be given to WRCOG, six months prior to the effective date of withdrawal~~;~~.

b. Withdrawal shall not relieve the party of its proportionate share of any debts or other liabilities incurred by WRCOG prior to the effective date of the party's notice of withdrawal in a manner consist with Article V, above~~;~~.

c. Unless otherwise provided by a unanimous vote of the Executive Committee, withdrawal shall result in the forfeiture of that party's rights and claims relating to distribution of property and funds upon termination of WRCOG as set forth in Section VII below~~;~~.

d. Withdrawal from any Implementation Agreement shall not be deemed withdrawal from membership in WRCOG.

VII

TERMINATION AND DISPOSITION OF ASSETS

7.1 Termination of this Agreement.

WRCOG shall continue to exercise the joint powers herein until the termination of this Agreement and any extension thereof or until the parties shall have mutually rescinded this Agreement~~;~~. providing, however, that WRCOG and this

Agreement shall continue to exist for the purposes of disposing of all claims, distribution of assets, and all other functions necessary to conclude the affairs of WRCOG.

Termination shall be accomplished by written consent of all of the parties, or shall occur upon the withdrawal from WRCOG of a sufficient number of the agencies enumerated herein so as to leave less than five of the enumerated agencies remaining in WRCOG.

7.2 Distribution of Property and Funds.

In the event of the termination of this Agreement, any property interest remaining in WRCOG following the discharge of all obligations shall be disposed of as the Executive Committee shall determine with the objective of distributing to each remaining party a proportionate return on the contributions made to such properties by such parties, less previous returns, if any.

VIII

IMPLEMENTATION AND PARTICIPATION AGREEMENTS:

ASSOCIATE MEMBERSHIP

8.1 Execution of Agreement.

When authorized by the Executive Committee, any affected member agency, or agencies enumerated herein, may execute an Implementation Agreement for the purpose of authorizing WRCOG to implement, manage and administer area-wide and regional programs in the interest of the local public welfare. The costs incurred by WRCOG in implementing a program, including indirect costs, shall be assessed only to those public agencies who are parties to that Implementation Agreement.

8.2 PACE Agreements; Associate Membership.

WRCOG shall be empowered to establish and operate one or more Property Assessed Clean Energy ("PACE") ~~programs~~Programs pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code, and to enter into one or more agreements, including without limitation, participation agreements, implementation agreements, and joint powers agreements and amendments thereto to fulfill such programs both within and outside the jurisdictional boundaries of WRCOG.

WRCOG, acting through its Executive Committee, shall be empowered to establish an "Associate Member" status that provides membership in WRCOG to local jurisdictions that are outside WRCOG's jurisdictional boundaries but within whose boundaries a PACE ~~program~~Program will be established and implemented by WRCOG. Said local jurisdictions shall become Associate Members of WRCOG by adopting one or more agreements (the "PACE Agreement") on the terms and conditions established by the Executive Committee and consistent with the requirements of the Joint Exercise of Powers Act, being Chapter 5 of Division 7, Title 1 of the California Government Code (Sections 6500 et seq.). The rights of Associate Members shall be limited solely to those terms and conditions expressly set forth in the PACE Agreement for the purposes of implementing the PACE ~~program~~Program within their jurisdictional boundaries. Except as expressly provided for by the PACE Agreement, Associate Members shall not have any rights otherwise granted to WRCOG's members by this Agreement, including but not limited to the right to vote, right to amend this Agreement, and right to sit on committees or boards established under this Agreement or by action of the Executive Committee or

the General Assembly, including, without limitation, the General Assembly and the Executive Committee.

IX

MISCELLANEOUS

9.1 Amendments.

This Agreement may be amended with the approval of not less than two-thirds (2/3) of all member agencies.

9.2 Notice.

Any notice or instrument required to be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to the addresses of the parties as shown on Exhibit "A", shall be deemed to have been received by the party to whom the same is addressed at the expiration of seventy-two (72) hours after deposit of the same in the United States Post Office for transmission by registered or certified mail as aforesaid.

9.3 Effective Date.

This Agreement shall be effective and WRCOG shall exist from and after such date as this Agreement has been executed by any seven or more of the public agencies, including the County of Riverside, as listed on page 1 hereof.

~~9.4 — Arbitration.~~

~~Any controversy or claim between any two or more parties to this Agreement, or between any such party or parties and/or WRCOG, with respect to disputes, demands, differences, controversies, or misunderstandings arising in relation to interpretation of this Agreement, or any breach thereof, shall be submitted to and~~

~~determined by arbitration. The party desiring to initiate arbitration shall give notice of its intention to arbitrate to every other party to this Agreement and to the Executive Director of the Council WRCOG. Such notice shall designate as "respondents" such other parties as the initiating party intends to have bound by any award made therein. Any party (including WRCOG) not so designated but which desires to join in the arbitration may, within ten (10) days of service upon it of such notice, file with all other parties and with the Executive Director of the Council WRCOG a response indicating its intention to join in and to be bound by the results of the arbitration, and further designating any other parties it wishes to name as a respondent. Within twenty (20) days of the service of the initial demand for arbitration, the initiating party and the respondent or respondents shall each designate a person to act as an arbitrator. The designated arbitrators shall mutually designate the minimal number of additional persons as arbitrators as may be necessary to create an odd total number of arbitrators but not less than three (3) to serve as arbitrator(s).~~

~~The arbitrators shall proceed to arbitrate the matter in accordance with the provisions of Title 9 of Part 3 of the Code of Civil Procedure, Section 1280 et. seq. The parties to this Agreement and WRCOG agree that the decision of the arbitrators will be binding and will not be subject to judicial review except on the ground that the arbitrators have exceeded the scope of their authority.~~

9.54 Partial Invalidity.

If any one or more of the terms, provisions, sections, promises, covenants, or conditions of this Agreement shall, to any extent, be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each

and all of the remaining terms, provisions, sections, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

9.65 Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

9.76 Assignment.

The parties hereto shall not assign any rights or obligations under this Agreement without written consent of all other parties.

9.87 Execution.

The Board of Supervisors of the County of Riverside and the ~~city~~ City ~~councils~~ Councils of the cities enumerated herein have each authorized execution of this Agreement as evidenced by the authorized signatures below, respectively.

EXHIBIT "A"

Original Members

- ~~1. City of Banning~~
- ~~2. City of Beaumont (rejoined June 22, 2017)~~
- ~~3. City of Calimesa~~
- ~~4. City of Canyon Lake~~
- ~~5. City of Corona~~
- ~~6. City of Hemet~~
- ~~7. City of Lake Elsinore~~
- ~~8. City of Moreno Valley~~
- ~~9. City of Murrieta~~
- ~~10. City of Norco~~
- ~~11. City of Perris~~
- ~~12. City of Riverside~~
- ~~13. City of San Jacinto~~
- ~~14. City of Temecula~~
- ~~15. County of Riverside~~

<u>1. City of Banning</u>	<u>99 E. Ramsey, Banning, CA 92220</u>
<u>2. City of Beaumont (rejoined June 22, 2017)</u>	<u>550 East 6th Street, Beaumont, CA 92223</u>
<u>3. City of Calimesa</u>	<u>908 Park Avenue, Calimesa, CA 92230</u>
<u>4. City of Canyon Lake</u>	<u>31516 Railroad Canyon Road, Canyon Lake, CA 92587</u>
<u>5. City of Corona</u>	<u>400 S. Vicentia Avenue, Corona, CA 92882</u>
<u>6. City of Hemet</u>	<u>445 East Florida Avenue, Hemet, CA 92543</u>

<u>7.</u>	<u>City of Lake Elsinore</u>	<u>130 S. Main Street, Lake Elsinore, CA 92530</u>
<u>8.</u>	<u>City of Moreno Valley</u>	<u>14177 Frederick Street, Moreno Valley, CA 92552</u>
<u>9.</u>	<u>City of Murrieta</u>	<u>1 Town Square, Murrieta, CA 92562</u>
<u>10.</u>	<u>City of Norco</u>	<u>2870 Clark Avenue, Norco, CA 92860</u>
<u>11.</u>	<u>City of Perris</u>	<u>101 North "D" Street, Perris, CA 92570</u>
<u>12.</u>	<u>City of Riverside</u>	<u>3900 Main Street, Riverside, CA 92522</u>
<u>13.</u>	<u>City of San Jacinto</u>	<u>595 S. San Jacinto Avenue, Building B, San Jacinto, CA 92583</u>
<u>14.</u>	<u>City of Temecula</u>	<u>41000 Main Street, Temecula, CA 92590</u>
<u>15.</u>	<u>County of Riverside</u>	<u>4080 Lemon Street, Riverside, CA 92501</u>

Additional City Members

- ~~1. City of Eastvale (added on 08/02/2010, Resolution 01-11)~~
- ~~2. City of Jurupa Valley (added on 07/29/2011, Resolution 02-12)~~
- ~~3. City of Menifee (added on 10/06/2008, Resolution 03-09)~~
- ~~4. City of Wildomar (added on 08/04/2008, Resolution 01-09)~~

<u>1.</u>	<u>City of Eastvale (added on 08/02/2010, Resolution 01-11)</u>	<u>12363 Limonite Avenue, Suite 910, Eastvale, CA 91752</u>
<u>2.</u>	<u>City of Jurupa Valley (added on 07/29/2011, Resolution 02-12)</u>	<u>8930 Limonite Avenue, Jurupa Valley, CA 92509</u>
<u>3.</u>	<u>City of Menifee (added on 10/06/2008, Resolution 03-09)</u>	<u>29844 Haun Road, Menifee, CA 92586</u>
<u>4.</u>	<u>City of Wildomar (added on 08/04/2008, Resolution 01-09)</u>	<u>23873 Clinton Keith Rd., Suite 201, Wildomar, CA 92595</u>

For Reference Only

THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

Participating Agencies

- ~~1. Eastern Municipal Water District (membership on the Governing Board of~~

~~WRCOG, 05/11/2009)~~

~~2. Western Municipal Water District (membership on the Governing Board of~~

~~WRCOG, 05/11/2009)~~

~~3. Riverside County Superintendent of Schools (membership as an ex-officio,
advisory member of WRCOG, 11/07/2011)~~

~~4. Morongo Band of Mission Indians (membership on the Governing Board of
WRCOG, 7/6/2015) withdrawn as of November 4, 2020.~~

1. [Eastern Municipal Water District \(membership on the Governing Board of WRCOG, 05/11/2009\)](#) [2270 Trumble Road, Perris, CA 92572](#)
2. [Western Municipal Water District \(membership on the Governing Board of WRCOG, 05/11/2009\)](#) [14205 Meridian Parkway, Riverside, CA 92518](#)
3. [Riverside County Superintendent of Schools \(membership as an ex-officio, advisory member of WRCOG, 11/07/2011\)](#) [3939 Thirteenth Street, Riverside, CA 92501](#)
4. [Morongo Band of Mission Indians \(membership on the Governing Board of WRCOG, 7/6/2015. Withdrawn as of November 4, 2020\)](#)

Attachment 2

JPA - clean

JOINT POWERS AGREEMENT OF
THE WESTERN RIVERSIDE
COUNCIL OF GOVERNMENTS

This Agreement is made and entered into on the 1st day of April 1991, pursuant to Government Code Section 6500 et. seq., and other pertinent provisions of law, by and between six or more of the cities located within Western Riverside County and the County of Riverside.

RECITALS

A. Each member and party to this Agreement is a governmental entity established by law with full powers of government in legislative, administrative, financial, and other related fields.

B. The purpose of the formation is to provide an agency to conduct studies and projects designed to improve and coordinate the common governmental responsibilities and services on an area-wide and regional basis through the establishment of an association of governments. The Council will explore areas of inter-governmental cooperation and coordination of government programs and provide recommendations and solutions to problems of common and general concern.

C. When authorized pursuant to an Implementation Agreement, the Council shall manage and administer thereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

I.

PURPOSE AND POWERS

1.1 Agency Created.

There is hereby created a public entity to be known as the "Western Riverside Council of Governments" ("WRCOG" or "the Council). WRCOG is formed by this Agreement pursuant to the provision of Government Code Section 6500 et. seq. and other pertinent provision of law. WRCOG shall be a public entity separate from the parties hereto.

1.2 Powers.

1.2.1. WRCOG established hereunder shall perform all necessary functions to fulfill the purposes of this Agreement. Among other functions, WRCOG shall:

a. Serve as a forum for consideration, study, and recommendation on area-wide and regional problems.

b. Assemble information helpful in the consideration of problems peculiar to Western Riverside County.

c. Explore practical avenues for intergovernmental cooperation, coordination, and action in the interest of local public welfare and means of improvements in the administration of governmental services.

d. Serve as the clearinghouse review body for Federally-funded projects in accordance with Circular A-95 in conjunction with the Southern California Association of Governments.

1.2.2. The Council shall have the power in its own name to do any of the following:

a. When necessary for the day-to-day operation of the Council, to make and enter into contracts.

b. To contract for the services of engineers, attorneys, planners, financial consultants, and separate and apart therefrom to employ such other persons, as it deems necessary.

c. To apply for an appropriate grant or grants under any federal, state, or local programs.

d. To receive gifts, contributions, and donations of property, funds, services, and other forms of financial assistance from persons, firms, corporations, and any governmental entity.

e. To lease, acquire, construct, manage, maintain, and operate any buildings, works, or improvements.

f. To delegate some or all of its powers to the Executive Committee and the Executive Director of the Council as hereinafter provided.

1.2.3 The Council shall have the power in its own name, only with the approval of all affected member agencies to:

a. Acquire, hold, and dispose of property by eminent domain, lease, lease purchase or sale.

b. To incur debts, liabilities, obligations, and issue bonds.

II.

ORGANIZATION OF COUNCIL

2.1 Parties.

The parties to WRCOG shall be the County of Riverside and each city located within Western Riverside County which has executed or hereafter executes this Agreement, or any addenda, amendment, or supplement hereto and agrees to become a member upon such terms and conditions as established by the General Assembly or Executive Committee, and which has not, pursuant to provisions hereof, withdrawn herefrom (the "Member Agencies"). Only the parties identified in this section and Associate Members approved under section 8.2 of this Agreement, if any, shall be considered contracting parties to this Agreement under Government Code section 6502, provided that the rights of any Associate Member under this Agreement shall be limited solely those rights expressly set forth in a PACE Agreement authorized in section 8.2 of this Agreement.

2.2 Names.

The names, particular capacities and addresses of the parties shall be shown on Exhibit "A" attached hereto, as amended or supplemented from time to time by the Executive Director. If the Executive Director amends or supplements Exhibit "A," a copy of the revised Exhibit "A" shall be provided to the members.

2.3 Duties.

WRCOG shall do whatever is necessary and required to carry out the purposes of this Agreement and when authorized by an Implementation Agreement pursuant to section 1.2.3 as appropriate, to make and enter into such contracts, incur such debts and obligations, assess contributions from the members, and perform such other acts as are necessary to the accomplishment of the purposes of such agreement,

within the provisions of Government Code Section 6500 et seq. and as prescribed by the laws of the State of California.

2.4 Governing Body.

2.4.1. WRCOG shall be governed by a General Assembly with membership consisting of representatives from the County of Riverside, each city which is a signatory to this Agreement, the Western Municipal Water District, and the Eastern Municipal Water District (collectively, the "General Assembly Member Agencies"). Each General Assembly Member Agency shall have one vote for each Mayor, Council member, County Supervisor, and Water District Board Members present at the General Assembly. The General Assembly shall act only upon a majority of a quorum. A quorum shall consist of a majority of the total authorized representatives, provided that voting representatives of a majority of the General Assembly Member Agencies are present. The General Assembly shall adopt and amend Bylaws for the administration and management of this Agreement, which when adopted and approved shall be an integral part of this Agreement. Such Bylaws may provide for the management and administration of this Agreement. The General Assembly shall meet at least once annually, preferably scheduled in the evening.

2.4.2. There shall be an Executive Committee which exercises the powers of this Agreement between sessions of the General Assembly. Members of the Executive Committee shall be the Mayor from each of the member cities, four members of the Riverside County Board of Supervisors, and the President of each Water District. Each City Council, at its discretion, can appoint its Mayor Pro Tem or other City Council member in place of the Mayor. Each Water District Board, at its discretion, can appoint another Board member in place of the President. The Executive Committee shall act only upon

a majority of a quorum. A quorum shall consist of a majority of the Executive Committee Members. Voting shall be cast and tallied in accordance with the Bylaws.2.4.3. Each member of the General Assembly and the Executive Committee shall be a current member of the legislative body such member represents.

2.4.4. Each Executive Committee Member shall also have an alternate, who must also be a current member of the legislative body of the party such alternate represents. The remaining member of the Board of Supervisors shall serve as an alternate for the Board of Supervisors. The name of the alternate members shall be on file with the Executive Director. In the absence of the regular member from an agency, the alternate member from such agency shall assume all rights and duties of the absent regular member.

2.5 Executive Director.

The Executive Director shall be the Chief Executive Officer of the Council. He or she shall receive such compensation as may be fixed by the Executive Committee. The powers and duties of the Executive Director shall be subject to the authority of the Executive Committee and include the following:

- a. To appoint, direct and remove employees of the Council.
- b. Annually to prepare and present a proposed budget to the Executive Committee and General Assembly.
- c. Serve as Secretary of the General Assembly and of the Executive Committee.
- d. To attend meetings of the General Assembly and Executive Committee.

e. To perform such other and additional duties as the Executive Committee may require.

2.6 Principal Office.

The principal office of WRCOG shall be established by the Executive Committee and shall be located within Western Riverside County. The Executive Committee is hereby granted full power and authority to change said principal office from one location to another within Western Riverside County. Any change shall be noted by the Secretary under this section but shall not be considered an amendment to this Agreement.

2.7 Meetings.

The Executive Committee shall meet at the principal office of the agency or at such other place as may be designated by the Executive Committee or Chair. The time and place of regular meetings of the Executive Committee shall be determined by the Executive Committee; a copy of such schedule shall be furnished to each party hereto. Regular, adjourned, and special meetings shall be called and conducted in accordance with the provisions of the Ralph M. Brown Act, Government Code Section 54950 et. seq., as it may be amended.

2.8 Powers and Limitations of the Executive Committee.

Unless otherwise provided herein, each Member or participating alternate of the Executive Committee shall be entitled to one vote, and a vote of the majority of those present and qualified to vote constituting a quorum may adopt any motion, resolution, or order and take any other action they deem appropriate to carry forward the objectives of the Council.

2.9 Minutes.

The Secretary of the Council shall cause to be kept minutes of regular, adjourned regular, and special meetings of the General Assembly and Executive Committee, and shall cause a copy of the Minutes to be forwarded to each member.

2.10 Rules.

The Executive Committee may adopt from time to time such rules and regulations for the conduct of its affairs consistent with this Agreement or any Implementation Agreement.

2.11 Officers.

There shall be selected from the membership of the Executive Committee, a Chair, a Vice-Chair, and a Second Vice-Chair in accordance with the Bylaws. The Executive Director shall be the Secretary of the Council. The Treasurer and the Auditor shall be appointed by the Executive Director and must be officers or employees of WRCOG. The Executive Director may appoint a single officer or employee of WRCOG to serve in both the Treasurer and Auditor positions. Such person(s) shall possess the powers of, and shall perform the Treasurer and Auditor functions respectively, for WRCOG and perform those functions required of them by Government Code Sections 6505, 6505.5 and 6505.6, and by all other applicable laws and regulations, including any subsequent amendments thereto.

The Chair, Vice-Chair, and Second Vice-Chair shall hold office for a period of one year commencing annually on July 1 and ending one year thereafter, or until his or her successor is elected. The Officers shall have the duties set forth in the Bylaws.

2.12 Committees.

The Executive Committee may, as it deems appropriate, establish committees to accomplish the purposes set forth herein. All standing committee meetings of WRCOG, including those of the Executive Committee, shall be open to all Executive Committee Members in accordance with the Brown Act.

2.13 Additional Officers.

The Executive Committee shall have the power to authorize such additional Officers as may be appropriate.

2.14 Bonding Requirement.

The Officers or persons who have charge of, handle, or have access to any property of WRCOG shall be the Treasurer, the Executive Director, and any other Officers or persons designated or empowered by the Executive Committee. Each such Officer or person shall be required to file an official bond with the Executive Committee in an amount which shall be established by the Executive Committee. Should the existing bond or bonds of any such Officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be appropriate expenses of WRCOG.

2.15 Status of Officers.

All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of Officers, agents, or employees of any of the members when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement.

2.16 Restrictions.

Pursuant to Government Code Section 6509, for the purposes of determining the restrictions to be imposed by the Council in its exercise of the above-described joint powers, reference shall be made to, and the Council shall observe, the restrictions imposed by state law upon the County of Riverside.

2.17 TUMF Matters – Water Districts.

Pursuant to this Joint Powers Agreement, WRCOG administers the Transportation Uniform Mitigation Fee (“TUMF”) for cities in Western Riverside County. The fee was established prior to the Water District’s involvement with WRCOG and will fund transportation improvements for the benefit of the County of Riverside and the cities in Western Riverside County. As such, the Western Municipal Water District and the Eastern Municipal Water District Executive Committee Members shall not vote on any matter related to the administration of the TUMF Program or the expenditure of TUMF revenues.

III

FUNDS AND PROPERTY

3.1 Treasurer.

The Treasurer of the Council shall have custody of all funds and shall provide for strict accountability thereof in accordance with Government Code Section 6505.5 and other applicable laws of the State of California. He or she shall perform all of the duties required in Government Code Section 6505 et. seq., and such other duties as may be prescribed by the Executive Committee.

3.2. Expenditure of Funds.

The funds under this Agreement shall be expended only in furtherance of the purposes hereof and in accordance with the laws of the State of California and standard accounting practices shall be used to account for all funds received and disbursed.

3.3. Fiscal Year.

WRCOG shall be operated on a fiscal year basis, beginning on July 1 of each year and continuing until June 30 of the succeeding year. Prior to July 1 of each year, the General Assembly shall adopt a final budget for the expenditures of WRCOG during the following fiscal Year.

3.4. Contributions / Public Funds.

In preparing the budget, the General Assembly, by majority vote of a quorum, shall determine the amount of funds which will be required from its members for the purposes of this Agreement. The funds required from its members after approval of the final budget shall be raised by contributions 50% of which will be assessed on a per capita basis and 50% on an assessed valuation basis, each city paying on the basis of its population and assessed valuation, and the County paying on the basis of the population and assessed valuation within the unincorporated area of Western Riverside County as defined in the Bylaws. The parties, when informed of their respective contributions, shall pay the same before August 1st of the fiscal year for which they are assessed or within sixty days of being informed of the assessment, whichever occurs later. In addition to the contributions provided, advances of public funds from the parties may be made for the purposes of this Agreement. When such advances are made, they shall be repaid from the first available funds of WRCOG.

The General Assembly shall have the power to determine that personnel, equipment, or property of one or more of the parties to the Agreement may be used in lieu of fund contributions or advances.

All contributions and funds shall be paid to WRCOG and shall be disbursed by a majority vote of a quorum of the Executive Committee, as authorized by the approved budget.

3.5 Contributions from Water Districts and Other Nonvoting Agency(ies).

The provision of Section 3.4 above shall be inapplicable to the Western Municipal Water District, the Eastern Municipal Water District, or other nonvoting agency. The amount of contributions from these water districts or other nonvoting agency shall be through the WRCOG budget process. This provision shall not apply to Associate Members under Article VIII.

IV

BUDGETS AND DISBURSEMENTS

4.1 Annual Budget.

The Executive Committee may at any time amend the budget to incorporate additional income and disbursements that might become available to WRCOG for its purposes during a fiscal year.

4.2 Disbursements.

The Executive Director shall request warrants from the Auditor in accordance with budgets approved by the General Assembly or Executive Committee subject to quarterly review by the Executive Committee. The Treasurer shall pay such

claims or disbursements and such requisitions for payment in accordance with rules, regulations, policies, procedures, and Bylaws adopted by the Executive Committee.

4.3 Accounts.

All funds will be placed in appropriate accounts and the receipt, transfer, or disbursement of such funds during the term of this Agreement shall be accounted for in accordance with generally accepted accounting principles applicable to governmental entities and pursuant to Government Code Sections 6505 et seq., and any other applicable laws of the State of California. There shall be strict accountability of all funds. All revenues and expenditures shall be reported to the Executive Committee.

4.4 Expenditures Within Approved Annual Budget.

All expenditures shall be made within the approved annual budget. No expenditures in excess of those budgeted shall be made without the approval of a majority of a quorum of the Executive Committee.

4.5 Audit.

The Auditor shall contract with an independent certified public accountant or public accountant to make an annual audit of WRCOG's accounts and records, and copies of such audit report shall be filed with the County Auditor, State Controller, and each party to WRCOG no later than fifteen (15) days after receipt of said audit by the Executive Committee. The Auditor shall perform those functions required of him or her by Government Code Sections 6505, 6505.5 and 6505.6, and by all other applicable laws and regulations, including any subsequent amendments thereto.

4.6 Reimbursement of Funds.

Grant funds received by WRCOG from any federal, state, or local agency to pay for budgeted expenditures for which WRCOG has received all or a portion of said funds from the parties hereto shall be used as determined by WRCOG's Executive Committee.

V

LIABILITIES

5.1 Liabilities.

The debts, liabilities, and obligations of WRCOG shall be the debts, liabilities, or obligations of WRCOG alone and not of the parties to this Agreement.

5.2 Liability of Directors, Officers, and Employees.

The Directors, Officers, and employees of Council shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, Officer, or employee will be responsible for any act or omission by another Director, Officer, or employee. The Council shall defend, indemnify, and hold harmless the individual current and former Directors, Officers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by California Government Code § 995 et seq. Nothing in this section shall be construed to limit the defenses available under the law to the Member Agencies, the Council, or its Directors, Officers, or employees.

5.3 Indemnification.

The Council shall acquire such insurance coverage as the Executive Committee deems necessary to protect the interests of the Council, and the Member Agencies. The Council shall indemnify, defend, and hold harmless the Member Agencies

and each of their respective Board or Council members, Officers, agents, and employees, from any and all claims, losses, damages, costs, injuries, and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Council under this Agreement.

VI

ADMISSION AND WITHDRAWAL OF PARTIES

6.1 Admission of New Parties.

It is recognized that additional cities, other than the original parties, may wish to participate in WRCOG. Any Western Riverside County city may become a party to WRCOG upon such terms and conditions as established by the General Assembly or Executive Committee. Any Western Riverside County city shall become a party to WRCOG by the adoption by the city council of this Agreement and the execution of a written addendum hereto agreeing to the terms of this Agreement and agreeing to any additional terms and conditions that may be established by the General Assembly or Executive Committee. Special districts which are significantly involved in regional problems and the boundaries of which include territory within the collective area of the membership shall be eligible for advisory membership in the Council by the execution of a separate MOU setting forth the terms of such participation. The representative of any such advisory member may participate in the work of committees of the Council.

6.2 Withdrawal from WRCOG.

It is fully anticipated that each party hereto shall participate in WRCOG until the purposes set forth in this Agreement are accomplished. The withdrawal of any party,

either voluntary or involuntary, unless otherwise provided by the General Assembly or Executive Committee, shall be conditioned as follows:

a. In the case of a voluntary withdrawal following a properly noticed public hearing, written notice shall be given to WRCOG, six months prior to the effective date of withdrawal.

b. Withdrawal shall not relieve the party of its proportionate share of any debts or other liabilities incurred by WRCOG prior to the effective date of the party's notice of withdrawal in a manner consist with Article V, above.

c. Unless otherwise provided by a unanimous vote of the Executive Committee, withdrawal shall result in the forfeiture of that party's rights and claims relating to distribution of property and funds upon termination of WRCOG as set forth in Section VII below.

d. Withdrawal from any Implementation Agreement shall not be deemed withdrawal from membership in WRCOG.

VII

TERMINATION AND DISPOSITION OF ASSETS

7.1 Termination of this Agreement.

WRCOG shall continue to exercise the joint powers herein until the termination of this Agreement and any extension thereof or until the parties shall have mutually rescinded this Agreement, providing, however, that WRCOG and this Agreement shall continue to exist for the purposes of disposing of all claims, distribution of assets, and all other functions necessary to conclude the affairs of WRCOG.

Termination shall be accomplished by written consent of all of the parties, or shall occur upon the withdrawal from WRCOG of a sufficient number of the agencies enumerated herein so as to leave less than five of the enumerated agencies remaining in WRCOG.

7.2 Distribution of Property and Funds.

In the event of the termination of this Agreement, any property interest remaining in WRCOG following the discharge of all obligations shall be disposed of as the Executive Committee shall determine with the objective of distributing to each remaining party a proportionate return on the contributions made to such properties by such parties, less previous returns, if any.

VIII

IMPLEMENTATION AND PARTICIPATION AGREEMENTS:

ASSOCIATE MEMBERSHIP

8.1 Execution of Agreement.

When authorized by the Executive Committee, any affected member agency, or agencies enumerated herein may execute an Implementation Agreement for the purpose of authorizing WRCOG to implement, manage and administer area-wide and regional programs in the interest of the local public welfare. The costs incurred by WRCOG in implementing a program, including indirect costs, shall be assessed only to those public agencies who are parties to that Implementation Agreement.

8.2 PACE Agreements; Associate Membership.

WRCOG shall be empowered to establish and operate one or more Property Assessed Clean Energy ("PACE") Programs pursuant to Chapter 29 of the

Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code, and to enter into one or more agreements, including without limitation, participation agreements, implementation agreements, and joint powers agreements and amendments thereto to fulfill such programs both within and outside the jurisdictional boundaries of WRCOG.

WRCOG, acting through its Executive Committee, shall be empowered to establish an “Associate Member” status that provides membership in WRCOG to local jurisdictions that are outside WRCOG’s jurisdictional boundaries but within whose boundaries a PACE Program will be established and implemented by WRCOG. Said local jurisdictions shall become Associate Members of WRCOG by adopting one or more agreements (the “PACE Agreement”) on the terms and conditions established by the Executive Committee and consistent with the requirements of the Joint Exercise of Powers Act, being Chapter 5 of Division 7, Title 1 of the California Government Code (Sections 6500 et seq.). The rights of Associate Members shall be limited solely to those terms and conditions expressly set forth in the PACE Agreement for the purposes of implementing the PACE Program within their jurisdictional boundaries. Except as expressly provided for by the PACE Agreement, Associate Members shall not have any rights otherwise granted to WRCOG’s members by this Agreement, including but not limited to the right to vote, right to amend this Agreement, and right to sit on committees or boards established under this Agreement or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee.

IX

MISCELLANEOUS

9.1 Amendments.

This Agreement may be amended with the approval of not less than two-thirds (2/3) of all member agencies.

9.2 Notice.

Any notice or instrument required to be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to the addresses of the parties as shown on Exhibit "A", shall be deemed to have been received by the party to whom the same is addressed at the expiration of seventy-two (72) hours after deposit of the same in the United States Post Office for transmission by registered or certified mail as aforesaid.

9.3 Effective Date.

This Agreement shall be effective and WRCOG shall exist from and after such date as this Agreement has been executed by any seven or more of the public agencies, including the County of Riverside, as listed on page 1 hereof.

9.4 Partial Invalidity.

If any one or more of the terms, provisions, sections, promises, covenants, or conditions of this Agreement shall, to any extent, be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

9.5 Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

9.6 Assignment.

The parties hereto shall not assign any rights or obligations under this Agreement without written consent of all other parties.

9.7 Execution.

The Board of Supervisors of the County of Riverside and the City Councils of the cities enumerated herein have each authorized execution of this Agreement as evidenced by the authorized signatures below, respectively.

EXHIBIT "A"

Original Members

- | | | |
|-----|---|--|
| 1. | City of Banning | 99 E. Ramsey, Banning, CA 92220 |
| 2. | City of Beaumont (rejoined June 22, 2017) | 550 East 6th Street, Beaumont, CA 92223 |
| 3. | City of Calimesa | 908 Park Avenue, Calimesa, CA 92230 |
| 4. | City of Canyon Lake | 31516 Railroad Canyon Road, Canyon Lake, CA 92587 |
| 5. | City of Corona | 400 S. Vicentia Avenue, Corona, CA 92882 |
| 6. | City of Hemet | 445 East Florida Avenue, Hemet, CA 92543 |
| 7. | City of Lake Elsinore | 130 S. Main Street, Lake Elsinore, CA 92530 |
| 8. | City of Moreno Valley | 14177 Frederick Street, Moreno Valley, CA 92552 |
| 9. | City of Murrieta | 1 Town Square, Murrieta, CA 92562 |
| 10. | City of Norco | 2870 Clark Avenue, Norco, CA 92860 |
| 11. | City of Perris | 101 North "D" Street, Perris, CA 92570 |
| 12. | City of Riverside | 3900 Main Street, Riverside, CA 92522 |
| 13. | City of San Jacinto | 595 S. San Jacinto Avenue, Building B, San Jacinto, CA 92583 |
| 14. | City of Temecula | 41000 Main Street, Temecula, CA 92590 |
| 15. | County of Riverside | 4080 Lemon Street, Riverside, CA 92501 |

Additional City Members

- | | | |
|----|---|--|
| 1. | City of Eastvale (added on 08/02/2010, Resolution 01-11) | 12363 Limonite Avenue, Suite 910, Eastvale, CA 91752 |
| 2. | City of Jurupa Valley (added on 07/29/2011, Resolution 02-12) | 8930 Limonite Avenue, Jurupa Valley, CA 92509 |
| 3. | City of Menifee (added on 10/06/2008, Resolution 03-09) | 29844 Haun Road, Menifee, CA 92586 |
| 4. | City of Wildomar (added on 08/04/2008, Resolution 01-09) | 23873 Clinton Keith Rd., Suite 201, Wildomar, CA 92595 |

For Reference Only

Participating Agencies

1. Eastern Municipal Water District (membership on the Governing Board of WRCOG, 05/11/2009) 2270 Trumble Road, Perris, CA 92572
2. Western Municipal Water District (membership on the Governing Board of WRCOG, 05/11/2009) 14205 Meridian Parkway, Riverside, CA 92518
3. Riverside County Superintendent of Schools (membership as an ex-officio, advisory member of WRCOG, 11/07/2011) 3939 Thirteenth Street, Riverside, CA 92501
4. Morongo Band of Mission Indians (membership on the Governing Board of WRCOG, 7/6/2015. Withdrawn as of November 4, 2020)

Attachment 3

Bylaws – red lined

**BY-LAWS
FOR THE
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS**

ARTICLE I

SECTION 1.

These Bylaws are provided for the organization and administration of the Western Riverside Council of Governments which has been established under a Joint Powers Agreement ("JPA"). These Bylaws supplement the Agreement. Capitalized terms shall have the same meaning as set forth in the JPA. In the event that the Bylaws conflict with the JPA, the JPA shall control.

**ARTICLE II
GENERAL ASSEMBLY**

SECTION 1. MEETINGS

- A. Annual Meeting. The annual General Assembly shall meet in June. The locations and times of these meetings shall be determined by the Executive Committee.
- B. Special Meetings. Special meetings of the General Assembly may be called by the Chairperson, or in his or her absence by the Vice-Chairperson, or in the absence of the Chairperson and the Vice-Chairperson, by the Second Vice-Chairperson, or a majority of the members of the member agencies.

SECTION 2. OFFICERS

- A. Nomination and Election. The General Assembly shall elect, by a majority vote, the Chairperson, Vice-Chairperson, and Second Vice-Chairperson from members of the Executive Committee, provided he or she is first nominated by either the General Assembly or Executive Committee. The election of the Chairperson, Vice-Chairperson, and Second Vice-Chairperson shall be conducted ~~once each year and no later than July~~annually by July 1, or as soon thereafter as possible.
- B. Prohibition. The ~~General Assembly shall not elect the~~ Chairperson, Vice-Chairperson, and Second Vice-Chairperson ~~from~~shall each be representatives ~~of the same~~from different General Assembly member ~~agency~~agencies.
- C. Term. The elected Chairperson, Vice-Chairperson, and Second Vice-Chairperson shall assume office ~~at the close of the meeting of their election~~annually on July 1 and each officer shall hold office for one year, or until his or her successor ~~shall be~~is elected.

- D. Vacancy. Notwithstanding Article II, Section 2.C., if the office of the Chairperson, Vice-Chairperson or Second Vice-Chairperson becomes vacant, the resulting vacancy(s) shall be filled by the Vice-Chairperson and/or Second Vice-Chairperson, respectively and a new Second Vice-Chairperson shall be selected as set forth in Article II, Section 2.A. Notwithstanding the forgoing, the Executive Committee ~~shall appoint, by a majority vote, one of its members to fill the unexpired term of the vacated office~~ may choose to keep the position vacant until the annual selection of the Officers.
- E. Removal. Notwithstanding Article II, Section 2.D., the Executive Committee may remove the Chairperson, Vice-Chairperson or Second Vice-Chairperson by majority vote. The ~~removal of either the Chairperson, Vice-Chairperson or Second Vice-Chairperson creates a~~ resulting vacancy ~~which~~ shall be filled in accordance with Article II, Section 2.D.
- F. Duties of Chairperson.
1. ~~F. Duties of the Chairperson, Vice-Chairperson and Second Vice-Chairperson.~~ The Chairperson shall, if present, preside at all meetings of the General Assembly ~~and~~ Executive Committee ~~and/or Administration & Finance Committee and shall~~ exercise and perform such other powers and duties as may be from time to time ~~be~~ assigned to ~~the Chairperson, including the creation and appointment of ad hoc committees. In the absence~~ him or her by the Executive Committee or as prescribed herein.
 2. ~~In any case in which the execution of a document or the performance of an act is directed by action of the Executive Committee, the Chairperson, unless the act of the Executive Committee otherwise provides, is empowered to execute such document or perform such act.~~
 3. ~~At the beginning of the fiscal year, the Chairperson shall make appointments to the Administration and Finance Committee.~~
 4. ~~The Chairperson shall have the power to create and appoint ad hoc committees.~~
 5. ~~The Chairperson may call special meetings~~
- G. Duties of the Vice Chairperson, ~~the~~ The Vice-Chairperson shall perform ~~all~~ the duties of the Chairperson in his or her absence. When so acting, the Vice-Chairperson shall have all the powers of, and be subject to all the restrictions upon, the Chairperson. ~~In the absence~~
- H. ~~of both the Chairperson and Vice-Chairperson, the~~ Duties of Second Vice-Chairperson. The Second Vice-Chairperson shall perform ~~all~~ the duties of the Chairperson in the absence of the Chairperson and the Vice-Chairperson. When

so acting, the Second Vice-Chairperson shall have all the powers of, and be subject to all the restrictions upon, the Chairperson.

- I. Past-Chairperson. In the absence of the Chairperson, Vice-Chairperson, and Second Vice-Chairperson, the ~~General Assembly~~ Chairperson of the Previous Year (the "Past Chairperson") shall perform the duties of the Chairperson for that meeting only. When so acting, Past Chairperson shall have all the powers of, and be subject to all the restrictions upon, the Chairperson.
- J. Chair Pro Tempore. In the absence of the Chairperson, Vice-Chairperson, Second Vice-Chairperson and the Past Chairperson, the Executive Director or designee shall open the meeting and the General Assembly ~~or~~ Executive Committee or Administration and Finance Committee, as applicable, shall choose one of its voting members to chair the meeting for that day only.

SECTION 3. VOTING

- A. In General. Each voting representative of a General Assembly Member Agency shall have one vote as set forth in Section 2.4.1 of the Joint Powers Agreement.
- ~~B. Eligibility. The Chairperson, Vice-Chairperson and Second Vice-Chairperson are eligible to vote.~~
- B. ~~C. Quorum.~~ The General Assembly shall act only upon a majority of ~~a quorum~~ those members present at the meeting. A quorum shall be the majority of the total ~~authorized~~ representatives of each General Assembly Member Agency, provided that a voting representative of a majority of the General Assembly Member Agencies are present.

ARTICLE III **EXECUTIVE COMMITTEE**

SECTION 1. MEMBERSHIP

- A. The Executive Committee will be composed of the Mayor from each of the member cities, four members of the Riverside County Board of Supervisors, and the President of each water district, ~~and the Tribal Chairman of the Morongo Band of Mission Indians~~. Any City Council, at its discretion, can appoint a Mayor Pro Tem or other city council member in place of the Mayor. Each water district board, at its discretion, can appoint another board member in place of the President. ~~The Tribal Council of the Morongo Band of Mission Indians, at its discretion, can appoint another tribal council member in place of the Tribal Chairman.~~ Those members under this Section 1.A shall be referred to herein as "Regular Members."
- B. Each regular member on the Executive Committee shall also have an alternate, who must also be a current member of the legislative body of the ~~party~~ member agency such alternate represents. For the Board of Supervisors, the Board of

Supervisor's member not serving under section A, above, shall serve as an alternate to the members of the Board of Supervisors. The name of the alternate members shall be on file with the Secretary of the Executive Committee. ~~In~~During the absence of the regular member from ~~an agency~~a committee meeting, the alternate member from such agency shall assume all rights and duties of the absent regular member. Those members under this Section 1.B shall be referred to herein as "Alternate Members."

SECTION 2. OFFICERS

- A. Officers and Duties. The officers of the Executive Committee shall be the Chairperson, Vice-Chairperson, and Second Vice-Chairperson of the General Assembly. The Chairperson, Vice-Chairperson, and Second Vice-Chairperson shall perform the same duties set forth in Article II.
- B. Absence. If a jurisdiction misses three consecutive regular meetings, said jurisdiction shall be notified ~~of these occurrences~~by the Executive Director.

SECTION 3. MEETINGS

The Executive Committee shall meet in accordance with the meeting schedule adopted by the Executive Committee, as may be revised from time to time.

SECTION 4. QUORUM

The Executive Committee shall act only upon a majority of ~~a quorum~~those members present at the meeting. A quorum shall consist of a majority of the voting members of the Executive Committee.

SECTION 5. VOTING

Each member city present shall have one vote in the Executive Committee, each County Supervisor present shall have one vote, and each member water district present shall have one vote, ~~and the representative of the Morongo Band of Mission Indians present shall have one vote. Only authorized members present, or designated alternates.~~ Only Regular Members present, or Alternates Members acting when the ~~regular member~~Regular Member is absent, may vote. As set forth in the JPA, the water districts ~~and the Morongo Band of Mission Indian~~ members do not vote on TUMF matters.

SECTION 6. POWERS AND FUNCTIONS

- A. To prepare and recommend to the General Assembly a yearly budget for funds and distribution, and to determine the estimated share of contributions from each member agency.

- B. To administer, manage, contract for, and handle the financing of the studies, projects and programs.
- C. To exercise the powers of the Joint Powers Agreement between sessions of the General Assembly.
- D. To select and employ an Executive Director who shall be the Chief Administrative Officer of WRCOG and who shall have administrative supervision over all WRCOG employees. The Executive Committee shall establish personnel rules and regulations.
- E. To appoint ~~regular and special~~standing and ad hoc committees ~~within the~~from Executive Committee members.
- F. To establish and operate a ~~permanent~~business office for WRCOG.
- ~~G. To appoint advisory committees on such projects as it determines advisable.~~
- G. ~~H.~~ To provide for additional ex-officio, non-voting members, as deemed appropriate for the effective conduct of the business of the organization.

SECTION 7. POLICY REGARDING CONFIDENTIAL INFORMATION DISCLOSED DURING CLOSED SESSIONS

The Executive Committee recognizes that, from time to time, it is vital that members of the Executive Committee divulge certain privileged information obtained in WRCOG closed sessions ~~at WRCOG~~ to their own governing bodies ~~meeting in closed sessions~~. Thus, WRCOG adopts the policy set forth in Government Code section 54956.96 which authorizes the disclosure of closed session information that has ~~directed~~direct financial or liability. Such information can only be disclosed during closed session meetings of the member agency

- A. All information received by the legislative body of the member agency in a closed session related to the information presented to WRCOG in closed session shall be confidential. However, a member of the legislative body of a member agency, or his/her duly appointed alternate under the JPA, may disclose information obtained in a closed session that has direct financial or liability implications for that member agency to the following individuals:
 - 1. Legal counsel of that member agency for purposes of obtaining advice on whether the matter has direct financial or liability implications for that member agency.
 - 2. Other members of the legislative body of the member agency present in a closed session of that member agency, as well as other persons that may be invited to attend the closed session by the member agency's legislative body.

- B. The legislative body of the local agency member, upon the advice of its legal counsel, may conduct a closed session in order to receive, discuss, and~~/or~~ take action concerning information obtained in a closed session of WRCOG pursuant to this Policy.

ARTICLE IV **OTHER COMMITTEES**

SECTION 1. TECHNICAL ADVISORY COMMITTEE

- A. Duties. The Technical Advisory Committee (TAC) shall interface with WRCOG staff, review staff reports, consider staff recommendations, provide recommendations to the Executive Committee, and perform such other duties as may be delegated to it.
- B. Meetings. The TAC may meet once a month or as it is deemed necessary.
- C. Membership. The TAC is comprised of an executive from the County of Riverside, the City Manager from each of WRCOG's member cities, the General Manager from each of WRCOG's member water districts, ~~the Chief Administrative Officer from the Morongo Band of Mission Indians,~~ and the Executive Director from the March Joint Powers Authority. A City Manager, Water District General Manager, ~~Chief Administrative Officer of the Morongo Band of Mission Indians,~~ and Executive Director from the March JPA may appoint an alternate who is a department head of the agency.
- D. Quorum. The TAC shall act only upon a majority of ~~a quorum~~those members present at the meeting. A quorum shall consist of a majority of the members of the TAC. Each representative shall have one vote, except that members of the water districts ~~and Morongo Band of Mission Indians~~ shall not vote on TUMF matters.

SECTION 2. ADMINISTRATION & FINANCE COMMITTEE

- A. Duties. The Administration & Finance Committee shall provide budget and finance overview for WRCOG, review staff recommendations on WRCOG programs prior to consideration by the Executive Committee, and provide advice on other matters to the Executive Committee as needed. The Administration & Finance Committee shall have the authority (i) to increase the WRCOG budget in any category up to fifteen percent (15%); and (ii) to authorize contracts up to \$200,000 when the contract requires execution prior to the next regularly scheduled Executive Committee meeting.
- B. Meetings. The Administration & Finance Committee may meet once a month or as it is deemed necessary.

- C. Membership. The Administration & Finance Committee shall be composed of the Executive Committee Chairperson; the Executive Committee Vice-Chairperson, the Executive Committee Second Vice-Chairperson, the Past Executive Committee Chairperson; and seven other members of the Executive Committee selected by the Executive Committee Chairperson. When selecting members of the Administration & Finance Committee, the Executive Committee Chairperson is encouraged to consider geographic balance. At least two members of the Board of Supervisors shall be members of the Administration & Finance Committee. At least one member shall be a water district representative.
- D. Quorum and Voting. The Administration & Finance Committee shall act only upon a majority of a quorum. A quorum shall consist of a majority of the members of the ~~committee~~Committee. Each member present shall have one vote, except that members representing the water districts ~~and Morongo Band of Mission Indians~~ shall not vote on TUMF matters.
- E. Term and Removal. Appointments to the Administration & Finance Committee shall be for a one-year term ending on June 30 of the fiscal year (July to June) in which the appointments are made or until new members are appointed. The process set forth below applies should the Chair wish to remove a Board member appointed ("Appointee") during the one-year term of the appointment. The process does not apply to the Chair's decision not to reappoint an Appointee at the end of the Appointee's one-year term.
1. The Chair shall provide Appointee with written notice of the Chair's decision to remove the Appointee from the appointment.
 2. The notice shall be provided ~~in writing~~ to Appointee through WRCOG's Executive Director and shall include a brief statement of why removal is sought, which reason may include, without limitation, three or more consecutive absences of regular committee meetings. The notice shall be delivered to the email address, if any, provided by Appointee as well as by first class mail to the Clerk of the City / County appointing Appointee to the WRCOG Executive Committee and Appointee's mailing address.
 3. The removal shall be effective on the 15th day after WRCOG's Executive Director sends notice to Appointee unless Appointee provides notice to the WRCOG Executive Director, prior to the expiration of such 15-day period, of his or her desire to contest the removal.
 4. In the event that the removal is contested, the removal shall be stayed and the Executive Director shall schedule an Administration & Finance Committee meeting at which both the Chair and Appointee may present their arguments for and against removal. Based thereon, the Administration & Finance Committee shall either uphold or reject the removal. The decision of the Administration & Finance Committee shall be final.

5. If the removal is not contested or is approved by the Administration & Finance Committee, the Chair may appoint another ~~WRCOG-Executive Committee member~~Regular Member to fill the remainder of the Appointee's term. The appointment of the new member shall comply with the membership requirements set forth in Section C, above. The term of the newly appointed member shall expire on June 30 of the fiscal year in which the appointment is made.

This section 2.E shall only apply to appointments made by the Chair to the seven open seats on the Administration & Finance Committee and not to the four ex-officio members of the ~~committee~~Committee.

ARTICLE V

EXECUTIVE DIRECTOR AND GENERAL COUNSEL

SECTION 1. EXECUTIVE DIRECTOR

~~A. Duties. In addition to those duties enumerated in the Joint Powers Agreement, the duties of the Executive Director are:~~

A. Duties. The Executive Director shall be responsible for the overall management of WRCOG, and has the necessary and full authority to effect this responsibility subject to the Executive Committee's oversight, any policies and directives issued by the Committee, and as called upon pursuant to the WRCOG JPA Agreement. The Executive Director shall be a full-time officer. The appointment and employment of the Executive Director shall be overseen by the Administration & Finance Committee and confirmed by the Executive Committee as set forth in Section B, below. In addition to those set forth in the Joint Powers Agreement, the powers and duties of the Executive Director, subject to oversight by the Executive Committee, are:

1. To administer ~~all contracts~~the personnel system, including contract employees of WRCOG.
2. To administer all WRCOG contracts, except as set forth in Article V.2.B (General Counsel).
3. To cause to be prepared by a Certified Public Accountant and to submit to the Executive Committee as soon as practical after the end of each fiscal year a post-audit of the financial transactions and records of WRCOG for the preceding year.
4. To keep the Executive Committee advised as to the needs of WRCOG.
5. ~~2.~~To have full charge of the administration of the business affairs of WRCOG., including the review and rejection of claims..

~~3. To exercise general supervision over all property belonging to WRCOG.~~

6. To see that all ordinances, rules and regulations, motions, or resolutions are enforced.
7. ~~4.~~ To accept, on behalf of WRCOG, easements and other property rights and interests.
8. ~~5.~~ To be responsible for the purchase of all supplies and equipment of WRCOG.
9. To provide for the clerical services required by WRCOG including keeping a book of minutes of all meetings of WRCOG, giving notice of all meetings as may be required by law or action of WRCOG, and (h) perform such other duties as may be prescribed by motion, ordinance or resolution of WRCOG.
10. To take any or all of the following actions in relation to employees of WRCOG :
 - a) To hire employees at the appropriate salary range as determined by the Executive Committee .
 - b) To promote, transfer, suspend with or without pay, or discharge any employee in accordance with applicable rules and policies
11. To make disbursements of WRCOG funds consistent with the annual budget, as may be amended by the Executive Committee from time to-time. The Executive Director shall have such other duties, powers and responsibilities as may from time to time be assigned by the Executive Committee or General Assembly.
12. ~~6. Accept~~To accept grants on behalf of WRCOG.
13. Annually to prepare and present a proposed budget to the Executive Committee and General Assembly.
14. To serve as Secretary of the General Assembly and of the Executive Committee.
15. To attend meetings of the General Assembly, Executive Committee Administration & Finance Committee and other standing and ad hoc committees.
16. To perform such other and additional duties as the Executive Committee may require.

B. Selection, Oversight and Termination.

a. Selection.

1. Upon a vacancy or expected vacancy of the position of the Executive Director, the Administration & Finance Committee shall be responsible for directing the recruitment of Executive Director candidates, subject to the direction and oversight of the Executive Committee.

2.

a) Following recruitment, the Administration & Finance Committee may appoint an ad hoc to interview potential candidates with a goal of presenting two or three candidates to the Administration & Finance Committee for consideration.

b) The Administrative & Finance Committee shall then interview potential candidates recommended by the ad hoc committee with a goal of recommending one or two candidates to the Executive Committee for consideration as set forth in Step 4, below.

c) If the Administration & Finance Committee decides not to appoint an ad hoc committee, Step 2 shall be skipped and the process shall proceed directly to step 3, below.

3. If the Administration & Finance Committee decides not to appoint an ad hoc committee provided for in Step 2, below, the Administrative and Finance Committee shall interview potential candidates with a goal of recommending one or two candidates to the Executive Committee for consideration.

4. The Executive Committee shall then make the final selection and oversee the negotiation of a employment contract.

5. The Executive Committee may approve deviations from the process set forth above.

b. Oversight. Under the direction of the Executive Committee, the Administration & Finance Committee shall be primarily responsible for the oversight of the Executive Director. A performance review shall be performed annually or more frequently by the Administration & Finance Committee and then by the Executive Committee. Any changes in employment terms, included changes in compensation or benefits, shall be approved by the Executive Committee.

c. Termination. The Executive Director may be terminated pursuant to the terms of the Executive Director's employment contract by the Executive Committee on its own motion or upon recommendation of the Administration & Finance Committee

~~B. Contract~~C. Contracting. The Executive Director is authorized to contract and execute on behalf of WRCOG, contracts, including contracts for supplies, equipment and materials, and consultants, not to exceed \$~~100,000.00~~100,000, provided the contract relates to purposes previously approved and budgeted by the General Assembly or Executive Committee.

SECTION 2. GENERAL COUNSEL

A. Duties of General Counsel. The General Counsel shall be a person admitted to practice law by the Supreme Court of California or a firm comprised of same, and shall have been actively engaged in the practice of law for not less than 10 years preceding appointment. The General Counsel shall represent and advise the General Assembly, Executive Committee, Administration & Finance Committee and the Executive Director on legal matters actions, or proceedings in which WRCOG is concerned, or interested, or is a party.

B. The General Counsel shall be selected and overseen by the Executive Committee. The power to terminate the General Counsel shall rest exclusively with the Executive Committee.

ARTICLE VI **DEFINITION OF WESTERN RIVERSIDE AREA**

The boundaries of WRCOG shall be defined according to the legal description attached hereto as Exhibit "A."

ARTICLE VII **AMENDMENTS**

These Bylaws and any amendments thereto may be amended by the General Assembly, by majority vote. Proposed amendments shall be submitted, in writing, to members of the General Assembly along with the agenda for such meeting.

ARTICLE VII **REVIEW OF BYLAWS**

It is the intent of the Executive Committee and General Assembly that these Bylaws shall

be reviewed by the Administration & Finance Committee at least every 4 years, or sooner if determined necessary. Following review, the Bylaws, along with any recommended updates, shall be presented to the Executive Committee. If changes are approved by the Executive Committee, the changes shall be effective immediately, provided that any changes shall be presented to the General Assembly as soon thereafter as practical for confirmation.

Summary report: Litera® Change-Pro for Word 10.8.2.11 Document comparison done on 10/8/2021 12:32:26 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: CURRENT WRCOG Bylaws as of 110518.docx	
Modified filename: Updated DRAFT Bylaws (October 2021)--SCD-c1.DOCX	
Changes:	
<u>Add</u>	155
Delete	81
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	236

Attachment 4

Resolution Number 25-21 amending
the Bylaws

RESOLUTION NUMBER 25-21

**A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
AMENDING ITS BYLAWS**

WHEREAS, the Western Riverside Council of Governments ("WRCOG") has been created pursuant to a certain Joint Exercise of Powers Agreement, as amended, ("JPA") in accordance with California Government Code section 6500, et seq.; and

WHEREAS, the WRCOG Executive Committee is comprised of the Mayor from each WRCOG member city, four members of the Riverside County Board of Supervisors, the President of each participating Water District, and the Riverside County Superintendent of Schools;

WHEREAS, pursuant to Section 2.4.2 of the JPA, the Executive Committee is authorized to exercise the powers of the JPA between session of the General Assembly; and

WHEREAS, Section 2.4.1 of the JPA includes the power to amend WRCOG's Bylaws; and

WHEREAS, the Executive Committee of the Western Riverside Council of Governments desires to amend its Bylaws.

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

Section 1: The Bylaws of the Western Riverside Council of Governments are hereby amended as set forth in in Exhibit "A," attached hereto and incorporated herein.

Section 2: This Resolution shall become effective upon adoption by the WRCOG Executive Committee.

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

Karen Spiegel, Chair
WRCOG Executive Committee

Kurt Wilson, Secretary
WRCOG Executive Committee

Approved as to form:

Steven DeBaun
WRCOG Legal Counsel

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

**BY-LAWS
FOR THE
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS**

ARTICLE I

SECTION 1.

These Bylaws are provided for the organization and administration of the Western Riverside Council of Governments which has been established under a Joint Powers Agreement ("JPA"). These Bylaws supplement the Agreement. Capitalized terms shall have the same meaning as set forth in the JPA. In the event that the Bylaws conflict with the JPA, the JPA shall control.

**ARTICLE II
GENERAL ASSEMBLY**

SECTION 1. MEETINGS

- A. Annual Meeting. The annual General Assembly shall meet in June. The locations and times of these meetings shall be determined by the Executive Committee.
- B. Special Meetings. Special meetings of the General Assembly may be called by the Chair, or in his or her absence by the Vice-Chair, or in the absence of the Chair and the Vice-Chair, by the Second Vice-Chair, or a majority of the members of the member agencies.

SECTION 2. OFFICERS

- A. Nomination and Election. The General Assembly shall elect, by a majority vote, the Chair, Vice-Chair, and Second Vice-Chair from members of the Executive Committee, provided he or she is first nominated by either the General Assembly or Executive Committee. The election of the Chair, Vice-Chair, and Second Vice-Chair shall be conducted annually by July 1, or as soon thereafter as possible.
- B. Prohibition. The Chair, Vice-Chair, and Second Vice-Chair shall each be representatives from different General Assembly member agencies.
- C. Term. The elected Chair, Vice-Chair, and Second Vice-Chair shall assume office at the annually on July 1 and each officer shall hold office for one year, or until his or her successor is elected.
- D. Vacancy. Notwithstanding Article II, Section 2.C., if the office of the Chair, Vice-Chair or Second Vice-Chair becomes vacant, the resulting vacancy(s) shall be filled by the Vice-Chair and/or Second Vice-Chair, respectively and a new Second Vice-Chair shall be selected as set forth in Article II, Section 2.A. Notwithstanding the foregoing, the Executive Committee may choose to keep the position vacant until the annual selection of the Officers.
- E. Removal. Notwithstanding Article II, Section 2.D., the Executive Committee may remove the Chair, Vice-Chair or Second Vice-Chair by majority vote. The resulting vacancy shall be filled in accordance with Article II, Section 2.D.

F. Duties of Chair.

1. The Chair shall, if present, preside at all meetings of the General Assembly, Executive Committee, or Administration & Finance Committee and shall exercise and perform such other powers and duties as may be from time to time assigned him or her by the Executive Committee or as prescribed herein.
2. In any case in which the execution of a document or the performance of an act is directed by action of the Executive Committee, the Chair, unless the act of the Executive Committee otherwise provides, is empowered to execute such document or perform such act.
3. At the beginning of the fiscal year, the Chair shall make appointments to the Administration & Finance Committee.
4. The Chair shall have the power to create and appoint ad hoc committees.
5. The Chair may call special meetings

G. Duties of the Vice-Chair. The Vice-Chair shall perform the duties of the Chair in his or her absence. When so acting, the Vice-Chair shall have all the powers of, and be subject to all the restrictions upon, the Chair.

H. Duties of Second Vice-Chair. The Second Vice-Chair shall perform the duties of the Chair in the absence of the Chair and the Vice-Chair. When so acting, the Second Vice-Chair shall have all the powers of, and be subject to all the restrictions upon, the Chair.

I. Past-Chair. In the absence of the Chair, Vice-Chair, and Second Vice-Chair, the Chair of the Previous Year (the "Past Chair") shall perform the duties of the Chair for that meeting only. When so acting, Past Chair shall have all the powers of, and be subject to all the restrictions upon, the Chair.

J. Chair Pro Tempore. In the absence of the Chair, Vice-Chair, Second Vice-Chair and the Past Chair, the Executive Director or designee shall open the meeting and the General Assembly, Executive Committee or Administration & Finance Committee, as applicable, shall choose one of its voting members to chair the meeting for that day only.

SECTION 3. VOTING

A. In General. Each voting representative of a General Assembly Member Agency shall have one vote as set forth in Section 2.4.1 of the Joint Powers Agreement.

B. Quorum. The General Assembly shall act only upon a majority of those members present at the meeting. A quorum shall be the majority of the total representatives of each General Assembly Member Agency, provided that a voting representative of a majority of the General Assembly Member Agencies are present.

ARTICLE III
EXECUTIVE COMMITTEE

SECTION 1. MEMBERSHIP

A. The Executive Committee will be composed of the Mayor from each of the member cities, four members of the Riverside County Board of Supervisors, and the President of each water district. Any City Council, at its discretion, can appoint a Mayor Pro Tem or other city council member in place of the Mayor. Each water district board, at its discretion, can appoint another board member in place of the President. Those members under this Section 1.A shall be referred to herein as "Regular Members."

B. Each regular member on the Executive Committee shall also have an alternate, who must also be a current member of the legislative body of the member agency such alternate represents. For the Board of Supervisors, the Board of Supervisor's member not serving under Section A above, shall serve as an alternate to the members of the Board of Supervisors. The name of the alternate members shall be on file with the Secretary of the Executive Committee. During the absence of the regular member from a committee meeting, the alternate member from such agency shall assume all rights and duties of the absent regular member. Those members under this Section 1.B shall be referred to herein as "Alternate Members."

SECTION 2. OFFICERS

A. Officers and Duties. The officers of the Executive Committee shall be the Chair, Vice-Chair, and Second Vice-Chair of the General Assembly. The Chair, Vice-Chair, and Second Vice-Chair shall perform the same duties set forth in Article II.

B. Absence. If a jurisdiction misses three consecutive regular meetings, said jurisdiction shall be notified of these by the Executive Director.

SECTION 3. MEETINGS

The Executive Committee shall meet in accordance with the meeting schedule adopted by the Executive Committee, as may be revised from time to time.

SECTION 4. QUORUM

The Executive Committee shall act only upon a majority of those members present at the meeting. A quorum shall consist of a majority of the voting members of the Executive Committee.

SECTION 5. VOTING

Each member city present shall have one vote in the Executive Committee, each County Supervisor present shall have one vote, and each member water district present shall have one vote. Only Regular Members present, or Alternates Members acting when the Regular Member is absent, may vote. As set forth in the JPA, the water districts members do not vote on TUMF matters.

SECTION 6. POWERS AND FUNCTIONS

A. To prepare and recommend to the General Assembly a yearly budget for funds and distribution, and to determine the estimated share of contributions from each member agency.

B. To administer, manage, contract for, and handle the financing of the studies, projects and programs.

- C. To exercise the powers of the Joint Powers Agreement between sessions of the General Assembly.
- D. To select and employ an Executive Director who shall be the Chief Administrative Officer of WRCOG and who shall have administrative supervision over all WRCOG employees. The Executive Committee shall establish personnel rules and regulations.
- E. To appoint standing and ad hoc committees.
- F. To establish and operate a business office for WRCOG.
- G. To provide for additional ex-officio, non-voting members, as deemed appropriate for the effective conduct of the business of the organization.

SECTION 7. POLICY REGARDING CONFIDENTIAL INFORMATION DISCLOSED DURING CLOSED SESSIONS

The Executive Committee recognizes that, from time to time, it is vital that members of the Executive Committee divulge certain privileged information obtained in WRCOG closed sessions to their own governing bodies. Thus, WRCOG adopts the policy set forth in Government Code Section 54956.96 which authorizes the disclosure of closed session information that has direct financial liability. Such information can only be disclosed during closed session meetings of the member agency

A. All information received by the legislative body of the member agency in a closed session related to the information presented to WRCOG in closed session shall be confidential. However, a member of the legislative body of a member agency, or his/her duly appointed alternate under the JPA, may disclose information obtained in a closed session that has direct financial or liability implications for that member agency to the following individuals:

1. Legal counsel of that member agency for purposes of obtaining advice on whether the matter has direct financial or liability implications for that member agency.
2. Other members of the legislative body of the member agency present in a closed session of that member agency, as well as other persons that may be invited to attend the closed session by the member agency's legislative body.

B. The legislative body of the local agency member, upon the advice of its legal counsel, may conduct a closed session in order to receive, discuss, and/or take action concerning information obtained in a closed session of WRCOG pursuant to this Policy.

ARTICLE IV **OTHER COMMITTEES**

SECTION 1. TECHNICAL ADVISORY COMMITTEE

- A. Duties. The Technical Advisory Committee (TAC) shall interface with WRCOG staff, review staff reports, consider staff recommendations, provide recommendations to the Executive Committee, and perform such other duties as may be delegated to it.
- B. Meetings. The TAC may meet once a month or as it is deemed necessary.

- C. Membership. The TAC is comprised of an executive from the County of Riverside, the City Manager from each of WRCOG's member cities, the General Manager from each of WRCOG's member water districts, and the Executive Director from the March Joint Powers Authority. A City Manager, Water District General Manager, and Executive Director from the March JPA may appoint an alternate who is a department head of the agency.
- D. Quorum. The TAC shall act only upon a majority of those members present at the meeting. A quorum shall consist of a majority of the members of the TAC. Each representative shall have one vote, except that members of the water districts shall not vote on TUMF matters.

SECTION 2. ADMINISTRATION & FINANCE COMMITTEE

- A. Duties. The Administration & Finance Committee shall provide budget and finance overview for WRCOG, review staff recommendations on WRCOG programs prior to consideration by the Executive Committee, and provide advice on other matters to the Executive Committee as needed. The Administration & Finance Committee shall have the authority (i) to increase the WRCOG budget in any category up to fifteen percent (15%); and (ii) to authorize contracts up to \$200,000 when the contract requires execution prior to the next regularly scheduled Executive Committee meeting.
- B. Meetings. The Administration & Finance Committee may meet once a month or as it is deemed necessary.
- C. Membership. The Administration & Finance Committee shall be composed of the Executive Committee Chair, the Executive Committee Vice-Chair, the Executive Committee Second Vice-Chair, the Past Executive Committee Chair, and seven other members of the Executive Committee selected by the Executive Committee Chair. When selecting members of the Administration & Finance Committee, the Executive Committee Chair is encouraged to consider geographic balance. At least two members of the Board of Supervisors shall be members of the Administration & Finance Committee. At least one member shall be a water district representative.
- D. Quorum and Voting. The Administration & Finance Committee shall act only upon a majority of a quorum. A quorum shall consist of a majority of the members of the Committee. Each member present shall have one vote, except that members representing the water districts shall not vote on TUMF matters.
- E. Term and Removal. Appointments to the Administration & Finance Committee shall be for a one-year term ending on June 30 of the fiscal year (July to June) in which the appointments are made or until new members are appointed. The process set forth below applies should the Chair wish to remove a Board member appointed ("Appointee") during the one-year term of the appointment. The process does not apply to the Chair's decision not to reappoint an Appointee at the end of the Appointee's one-year term.
 - 1. The Chair shall provide Appointee with written notice of the Chair's decision to remove the Appointee from the appointment.
 - 2. The notice shall be provided to Appointee through WRCOG's Executive Director and shall include a brief statement of why removal is sought, which reason may

include, without limitation, three or more consecutive absences of regular committee meetings. The notice shall be delivered to the email address, if any, provided by Appointee as well as by first class mail to the Clerk of the City / County appointing Appointee to the WRCOG Executive Committee and Appointee's mailing address.

3. The removal shall be effective on the 15th day after WRCOG's Executive Director sends notice to Appointee unless Appointee provides notice to the WRCOG Executive Director, prior to the expiration of such 15-day period, of his or her desire to contest the removal.
4. In the event that the removal is contested, the removal shall be stayed and the Executive Director shall schedule an Administration & Finance Committee meeting at which both the Chair and Appointee may present their arguments for and against removal. Based thereon, the Administration & Finance Committee shall either uphold or reject the removal. The decision of the Administration & Finance Committee shall be final.
5. If the removal is not contested or is approved by the Administration & Finance Committee, the Chair may appoint another Executive Committee Regular Member to fill the remainder of the Appointee's term. The appointment of the new member shall comply with the membership requirements set forth in Section C, above. The term of the newly appointed member shall expire on June 30 of the fiscal year in which the appointment is made.

This section 2.E shall only apply to appointments made by the Chair to the seven open seats on the Administration & Finance Committee and not to the four ex- officio members of the Committee.

ARTICLE V

EXECUTIVE DIRECTOR AND GENERAL COUNSEL

SECTION 1. EXECUTIVE DIRECTOR

- A. **Duties.** The Executive Director shall be responsible for the overall management of WRCOG and has the necessary and full authority to effect this responsibility subject to the Executive Committee's oversight, any policies and directives issued by the Committee, and as called upon pursuant to the WRCOG JPA Agreement. The Executive Director shall be a full-time officer. The appointment and employment of the Executive Director shall be overseen by the Administration & Finance Committee and confirmed by the Executive Committee as set forth in Section B below. In addition to those set forth in the Joint Powers Agreement, the powers and duties of the Executive Director, subject to oversight by the Executive Committee, are:
 1. To administer the personnel system, including contract employees of WRCOG.
 2. To administer all WRCOG contracts, except as set forth in Article V.2.B (General Counsel).
 3. To cause to be prepared by a Certified Public Accountant and to submit to the Executive Committee as soon as practical after the end of each fiscal year a post-audit of the financial transactions and records of WRCOG for the preceding year.

4. To keep the Executive Committee advised as to the needs of WRCOG.
5. To have full charge of the administration of the business affairs of WRCOG., including the review and rejection of claims.
6. To see that all ordinances, rules and regulations, motions, or resolutions are enforced.
7. To accept, on behalf of WRCOG, easements and other property rights and interests.
8. To be responsible for the purchase of all supplies and equipment of WRCOG.
9. To provide for the clerical services required by WRCOG including keeping a book of minutes of all meetings of WRCOG, giving notice of all meetings as may be required by law or action of WRCOG, and (h) perform such other duties as may be prescribed by motion, ordinance, or resolution of WRCOG.
10. To take any or all of the following actions in relation to employees of WRCOG:
 - a) To hire employees at the appropriate salary range as determined by the Executive Committee.
 - b) To promote, transfer, suspend with or without pay, or discharge any employee in accordance with applicable rules and policies
11. To make disbursements of WRCOG funds consistent with the annual budget, as may be amended by the Executive Committee from time to-time. The Executive Director shall have such other duties, powers and responsibilities as may from time to time be assigned by the Executive Committee or General Assembly.
12. To accept grants on behalf of WRCOG.
13. Annually to prepare and present a proposed budget to the Executive Committee and General Assembly.
14. To serve as Secretary of the General Assembly and of the Executive Committee.
15. To attend meetings of the General Assembly, Executive Committee, Administration & Finance Committee, and other standing and ad hoc committees.
16. To perform such other and additional duties as the Executive Committee may require.

B. Selection, Oversight and Termination.

- a) Selection.
 1. Upon a vacancy or expected vacancy of the position of the Executive Director, the Administration & Finance Committee shall be responsible for

directing the recruitment of Executive Director candidates, subject to the direction and oversight of the Executive Committee.

2. Following recruitment, the Administration & Finance Committee may appoint an ad hoc committee to interview potential candidates with a goal of presenting two or three candidates to the Administration & Finance Committee for consideration.
 3. The Administration & Finance Committee shall then interview potential candidates recommended by the ad hoc committee with a goal of recommending one or two candidates to the Executive Committee for consideration as set forth in Step 4, below.
 4. If the Administration & Finance Committee decides not to appoint an ad hoc committee, Step 2 shall be skipped and the process shall proceed directly to Step 5, below.
 5. If the Administration & Finance Committee decides not to appoint an ad hoc committee provided for in Step 2, below, the Administration & Finance Committee shall interview potential candidates with a goal of recommending one or two candidates to the Executive Committee for consideration.
 6. The Executive Committee shall then make the final selection and oversee the negotiation of an employment contract.
 7. The Executive Committee may approve deviations from the process set forth above.
- b. Oversight. Under the direction of the Executive Committee, the Administration & Finance Committee shall be primarily responsible for the oversight of the Executive Director. A performance review shall be performed annually or more frequently by the Administration & Finance Committee and then by the Executive Committee. Any changes in employment terms, including changes in compensation or benefits, shall be approved by the Executive Committee.
- c. Termination. The Executive Director may be terminated pursuant to the terms of the Executive Director's employment contract by the Executive Committee on its own motion or upon recommendation of the Administration & Finance Committee.
- C. Contracting. The Executive Director is authorized to contract and execute on behalf of WRCOG, contracts, including contracts for supplies, equipment and materials, and consultants, not to exceed \$100,000, provided the contract relates to purposes previously approved and budgeted by the General Assembly or Executive Committee.

SECTION 2. GENERAL COUNSEL

- A. Duties of General Counsel. The General Counsel shall be a person admitted to practice law by the Supreme Court of California or a firm comprised of same, and shall have been actively engaged in the practice of law for not less than 10 years preceding appointment. The General Counsel shall represent and advise the General Assembly, Executive

Committee, Administration & Finance Committee and the Executive Director on legal matters actions, or proceedings in which WRCOG is concerned, or interested, or is a party.

- B. The General Counsel shall be selected and overseen by the Executive Committee. The power to terminate the General Counsel shall rest exclusively with the Executive Committee.

ARTICLE VI

DEFINITION OF WESTERN RIVERSIDE AREA

The boundaries of WRCOG shall be defined according to the legal description attached hereto as Exhibit "A."

ARTICLE VII

AMENDMENTS

These Bylaws and any amendments thereto may be amended by the General Assembly, by majority vote. Proposed amendments shall be submitted, in writing, to members of the General Assembly along with the agenda for such meeting.

ARTICLE VII

REVIEW OF BYLAWS

It is the intent of the Executive Committee and General Assembly that these Bylaws shall be reviewed by the Administration & Finance Committee at least every 4 years, or sooner if determined necessary. Following review, the Bylaws, along with any recommended updates, shall be presented to the Executive Committee. If changes are approved by the Executive Committee, the changes shall be effective immediately, provided that any changes shall be presented to the General Assembly as soon thereafter as practical for confirmation.

6. The Executive Committee shall then make the final selection and oversee the negotiation of an employment contract.
 7. The Executive Committee may approve deviations from the process set forth above.
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 - c) Termination. The Executive Director may be terminated pursuant to the terms of the Executive Director's employment contract by the Executive Committee on its own motion or upon recommendation of the Administration & Finance Committee.
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- B. The General Counsel shall be selected and overseen by the Executive Committee. The power to terminate the General Counsel shall rest exclusively with the Executive Committee.

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Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Inland Regional Energy Network Activities Update

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

Date: November 1, 2021

Requested Action(s):

1. Receive and file.

Purpose:

The purposed of this item is to provide an update on the development and status of approval for the Inland Regional Energy Network.

Background:

On December 3, 2018, the Executive Committee authorized a joint cooperative agreement amongst WRCOG, the Coachella Valley Association of Governments (CVAG), and the San Bernardino Council of Governments (SBCOG) to move forward with the coordination and development of a Regional Energy Network (REN) between the three agencies.

On May 6, 2019, the Executive Committee authorized the execution and submittal of a Professional Services Agreement with Frontier Energy & Bluepoint Planning for the development of a Business Plan, or application, to the California Public Utilities Commission (CPUC) to establish the Inland Regional Energy Network, or I-REN.

On February 26, 2021, the I-REN Business Plan was submitted to the CPUC for consideration to authorize I-REN as a Program Administrator in the State of California, thereby enabling access to the Public Goods Charge funds administered by the CPUC.

On June 30, 2021, the joint cooperative agreement between WRCOG, CVAG, and SBCOG expired.

On October 13, 2021, the WRCOG Administration & Finance Committee authorized the Executive Director to execute a new joint cooperative agreement amongst WRCOG, CVAG, and SBCOG.

Introduction

What are Regional Energy Networks?: Regional Energy Networks, or RENs, are coalitions of local governments created to administer energy efficiency programs independent of Investor-Owned Utilities (IOU), such as SCE and SoCal Gas. RENs exist to support California's energy efficiency goals and to:

- Provide programs and services that IOUs are unable to implement
- Provide programs and services that serve hard to reach communities
- Develop and implement programs and services that are replicable throughout California

There are three other RENs that exist in California: BayREN (administered by the Association of Bay Area Governments), SoCal REN (administered by Los Angeles County), and 3C-REN (administered by Ventura County); I-REN would be the fourth and would exist to exclusively serve Inland Southern California communities. Attachment 2 is a recently published article by the California Association of Councils of Governments (CALCOG) that highlights the work of BayREN and provides broad examples of the work RENs do in California.

What do Regional Energy Networks do / don't do?: Examples of programs and projects I-REN will focus on include providing technical assistance to participating agencies to support facility improvements designed to reduce energy consumption; workshops and trainings for local building departments and the building community on updates and changes to Title 24 of the California Building Code; and expansion of career training and certification programs to support increasing the clean energy workforce in Riverside and San Bernardino Counties.

I-REN will not be providing any programs or services related to residential or commercial financing programs, like PACE did. I-REN will also not be buying electricity, like WCE did. RENs function more like a long-term grant from the CPUC, with the services and projects provided by the REN funded exclusively through the annual allocated budget, as will be discussed further below.

What kinds of programs / projects will I-REN administer?: As mentioned previously, I-REN will focus its activities in three distinct areas: Public Sector, Codes & Standards, and Workforce Education & Training. The vision of the I-REN is to connect residents, businesses, and local governments to a wide range of energy efficiency resources to increase energy savings and equitable access throughout Riverside and San Bernardino Counties.

1. Public Sector: I-REN will work with local government building staff to identify and implement energy efficiency projects such as indoor / outdoor lighting, water upgrades, heaters / boilers, and smart building upgrades, and will also investigate innovative projects such as microgrids / battery storage systems. Along with these resources, the Public Sector Program for I-REN will also support agencies with funding resources for project completion.
2. Codes & Standards and Workforce: I-REN will work closely with local government building staff such as Planning and Building Departments to offer training / resources that will help to support, train, and enable long-term streaming of energy code compliance. Examples of resources will be online webinars / forums on Energy Compliance, in-person trainings, and online software systems to assist with building permits for energy projects such as cool roofs, HVACs and solar / microgrids systems.
3. Workforce Education & Training: I-REN will work with local community colleges, universities, County Workforce Investment Boards, union workers / contractors and other training providers to identify energy efficiency curriculum such as HVAC, smart controls, and renewable technology to help assist the region to develop a trained workforce to support and realize energy efficiency savings goals across sectors.

Where does the funding come from?: RENs are funded by California utility ratepayers through the Public

Goods charge levied on regular bills by IOUs, such as SCE and SoCal Gas. Those charges are then administered by the CPUC to fill the gaps in activities that IOUs cannot or do not intend to undertake.

There is approximately \$600,000,000 available annually from the Public Goods charge and all funding related to I-REN will come from this source. There is no charge for member agencies to participate in I-REN. The only exception would apply to agencies that have a municipally-owned utility. For those jurisdictions with a municipally-owned utility, participation would be limited to gas savings efforts.

The proposed I-REN budget over six years is \$65,968,321. Each year, I-REN will submit its updated annual budget information for consideration by the CPUC. Over time, as I-REN is established and begins administering programs, adjustments to the budget and areas served can be made based on the needs of the member agencies.

What is the risk to WRCOG / member agencies?: Participation in I-REN will be open and welcome to all public sector agencies within Riverside and San Bernardino Counties at no cost. Once launched, a website will be developed to provide transparent access and information on engaging and participating in I-REN's programs and activities. Working groups will also be established to encourage participation from member agencies as well as broader partners including community colleges, tribal governments and the building industry. In the event of a catastrophic failure or a determination that I-REN is not effective in its stated mission and purpose, there would be no financial obligation or risk to any participating agency.

Support for I-REN: Over the course of the past two years, staff from WRCOG, CVAG, and SBCOG have met with dozens of stakeholders, tribal governments, potential partners, interested parties, and many others to socialize the I-REN concept and seek interest and support. The following list represents letters of support received for I-REN to date:

Regional

- Southern California Association of Governments

CVAG Jurisdictions

- City of Cathedral City
- City of Indian Wells
- City of Indio
- City of La Quinta
- City of Palm Springs

SBCOG Jurisdictions

- County of San Bernardino
- City of Chino
- City of Chino Hills
- City of Colton
- City of Highland
- City of Rancho Cucamonga
- City of San Bernardino
- City of Twentynine Palms

WRCOG Jurisdictions

- City of Banning

- City of Canyon Lake
- City of Eastvale
- City of Jurupa Valley
- City of Lake Elsinore
- City of Menifee
- City of Moreno Valley
- City of Murrieta
- City of Temecula
- City of Wildomar
- County of Riverside - Fourth District Supervisor

Current Issue & Next Steps

On Wednesday, October 13, 2021, the WRCOG Administration & Finance Committee authorized the Executive Director to execute a joint cooperation agreement between WRCOG, CVAG, and SBCOG through June 30, 2022.

On Friday, October 15, 2021, the CPUC issued its Proposed Decision approving I-REN's application / business plan to begin implementing energy efficiency programs in 2022 through 2027 with the full amount of funding requested. The CPUC will meet on November 18, 2021, to formally approve the I-REN application / business plan.

Once the CPUC formally approves the I-REN business plan, WRCOG (on behalf of I-REN) will issue a Request for Proposal for development of an Implementation Plan and services related to Program launch. Concurrently, WRCOG will also be requesting authorization to adopt various documents authorizing implementation of the I-REN.

Prior Action(s):

October 13, 2021: The Administration & Finance Committee authorized the Executive Director to execute a joint cooperation agreement between Western Riverside Council of Governments, Coachella Valley Association of Governments and San Bernardino Council of Governments for Regional Energy Network development.

December 3, 2018: The Executive Committee authorized a joint cooperative agreement amongst WRCOG, the Coachella Valley Association of Governments (CVAG), and the San Bernardino Council of Governments (SBCOG) to move forward with the coordination and development of a Regional Energy Network (REN) between the three agencies.

Fiscal Impact:

The fiscal impact of this item is \$15,000 for WRCOG and will be paid from the approved budget for the I-REN.

Attachment(s):

[Attachment 1 - Cooperative Agreement with CVAG and SBCOG](#)

[Attachment 2 - CALCOG article](#)

[Attachment 3 - I-REN Infographic](#)

Attachment 1

Joint Cooperation Agreement
between WRCOG, CVAG, and
SBCOG

COOPERATIVE AGREEMENT NO. 22-1002690
BY AND BETWEEN
COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
AND
SAN BERNARDINO ASSOCIATED GOVERNMENTS
AND
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
FOR
REGIONAL ENERGY NETWORK (REN) DEVELOPMENT WITH FRONTIER
ENERGY, INC.

THIS COOPERATIVE AGREEMENT (“Contract”) is made and entered into by and between the Coachella Valley Association of Governments (“CVAG”), whose address is 73-710 Fred Waring Dr #200, Palm Desert, CA 92660; San Bernardino Associated Governments (“SANBAG”), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and the Western Riverside Council of Governments (“WRCOG”), whose address is 3390 University Ave Suite #200, Riverside, California 92501. The CVAG, SANBAG and WRCOG are each a “Party” and collectively the “Parties.”

RECITALS:

WHEREAS, on April 4, 2019, WRCOG contracted with Frontier Energy, Inc. (“VENDOR”) to conduct a business plan development for the implementation of a Regional Energy Network (REN) in Riverside and San Bernardino counties; and

WHEREAS, VENDOR’s work is described in Attachment A and is defined as the “PROJECT”; and

WHEREAS, the Parties wish to enter into this Contract to delineate roles, responsibilities, and funding commitments relative to the PROJECT; and

WHEREAS, CVAG and SANBAG have requested WRCOG to coordinate the PROJECT.

NOW, THEREFORE, the Parties agree as follows:

I. WRCOG RESPONSIBILITIES:

- A. To designate a Project Manager to represent WRCOG through whom all communications between the Parties shall be channeled.
- B. To provide CVAG and SANBAG with a proposed project schedule to complete the PROJECT.

- C. To include CVAG and SANBAG in Project Development Team (PDT) meetings and related communications on PROJECT progress as well as to provide CVAG and SANBAG with copies of PDT meeting minutes and action items.
- D. To make all PROJECT work performed available for review and comment by CVAG and SANBAG.
- E. To invoice CVAG and SANBAG on a quarterly basis for funds sufficient to cover the costs for the specific payment period.

II. CVAG AND SANBAG RESPONSIBILITIES:

- A. To designate a responsible staff member that will be each Party's respective representative for purposes of attending the PDT meetings, receiving day-to-day communication and reviewing the PROJECT documents.
- B. To be responsible for payment of a total amount not to exceed \$15,000 (fifteen thousand) each for CVAG's and SANBAG's respective portion of the PROJECT, and to pay WRCOG's invoices within sixty (60) days of receipt.

III. MUTUAL RESPONSIBILITIES:

- A. The scope of the PROJECT is depicted in Attachment A, which is attached to this Contract and by this reference is incorporated herein.
- B. CVAG and SANBAG agree WRCOG is coordinating completion of PROJECT. Estimated costs to complete the PROJECT are included as Attachment B to this Contract.
- C. Neither CVAG, SANBAG, nor any officer, director, employee or agent thereof, is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by WRCOG under or in connection with any work, authority or jurisdiction delegated to WRCOG under this Contract. It is understood and agreed that, pursuant to Government Code Section 895.4, WRCOG shall fully defend, indemnify and save harmless CVAG, SANBAG, and their officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by WRCOG under or in connection with any work, authority or jurisdiction delegated to WRCOG under this Contract. WRCOG shall include this requirement in its contract with VENDOR.
- D. The term of the Contract shall continue in full force and effect through completion and closeout of the PROJECT or on June 30, 2022, whichever is earlier in time. Should any claims arising out of the PROJECT be asserted against one or more of the PARTIES, the PARTIES agree to extend the fixed termination date of this Contract until such time as the claims are settled, dismissed or paid.

- E. WRCOG shall require VENDOR to name CVAG and SANBAG as additional insureds under any applicable insurance policies that WRCOG requires VENDOR to obtain and maintain for work under its contract with WRCOG.
- F. The signatories hereto warrant that they are duly authorized to execute this Contract on behalf of said Parties and that, by so executing this Contract, the Parties hereto are formally bound to this Contract.
- G. Except on subjects preempted by Federal law, this Contract shall be governed and construed in accordance with the laws of the State of California. All Parties agree to follow all local, state, and federal laws and ordinances with respect to the performance under this Contract.
- H. The Parties agree that they shall maintain and make available for inspection all books, records, papers, accounting records, or other documents pertaining to the performance of the PROJECT, including but not limited to, the costs associated with the PROJECT. The Parties shall make all such items available at their respective offices at reasonable times during the Contract term and for three years from the date of PROJECT completion. The Parties agree that all duly authorized representatives shall have access to the documents during normal business hours.
- I. If any clause or provision of this Contract is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the PARTIES that the remainder of this Contract shall not be affected but shall remain in full force and effect.
- J. This Contract can be amended with a written amendment when authorized and duly executed by all Parties.
- K. In the event of litigation arising from this Contract, each Party to this Contract shall bear its own costs, including attorney(s) fees. This provision does not affect the obligations set forth in Sections III. C. and D.
- L. This Contract may be signed in counterparts, each of which shall constitute an original.
- M. Any notice required or authorized to be given hereunder or any other communications between the Parties provided for under the terms of this Contract shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier or by email or by facsimile addressed to the relevant party at the address/fax number stated below.
- N. Notice given under or regarding this Contract shall be deemed given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested). Notice shall be sent to the respective Party at the address indicated below or to any other address as a Party may designate from time to time by a notice given in accordance with this paragraph.

To WRCOG	To SANBAG
-----------------	------------------

3390 University Avenue, #200	1170 W. 3rd Street, 2nd Floor
Riverside, CA 92501	San Bernardino, CA 92410-1715
Attn: Kurt Wilson	Attn: Duane Baker
Cc: Casey Dailey	Cc: Procurement Manager
Phone: (951)_ 405-6700	Phone: (909) 884-8276

To WRCOG	To CVAG
3390 University Avenue, #200	73-710 Fred Waring Dr #200
Riverside, CA 92501	Palm Desert, CA 92260
Attn: Kurt Wilson	Attn: Tom Kirk
Cc: Casey Dailey	Cc: Jodi Ross-Borrego
Phone: (951)_ 405-6700	Phone: (760) 346-1127

- O. The Recitals stated above are true and correct and are incorporated by this reference into the Contract.
- P. Attachment A and Attachment B are attached to this Contract and by this reference are incorporated herein.
- Q. The Effective Date of this Contract with WRCOG shall be July 1, 2021.

----- **SIGNATURES ON THE FOLLOWING PAGE** -----

IN WITNESS WHEREOF, the Parties have executed this Contract on the day and year written below.

WRCOG

SANBAG

By: _____
Kurt Wilson
WRCOG Executive Director

By: _____
Raymond W. Wolfe
Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Steven DeBaun
General Counsel

By: _____
Julianna K. Tillquist
General Counsel

CVAG

CONCURRENCE:

By: _____
Tom Kirk
CVAG Executive Director

By: _____
Jeffery Hill
Procurement Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Michael Jenkins
General Counsel

CONCURRENCE:

By: _____
TBD

ATTACHMENT A PROJECT DESCRIPTION

SCOPE OF WORK

Project Understanding and Approach

For more than ten years, the Frontier Energy and Bluepoint Planning Team (hereafter referred to as the Team) has worked with all of the local governments who now form the SoCalREN, BayREN, and 3C-REN. Our Team has been on the journey with them as they started Energy Efficiency programs under the American Recovery and Reinvestment Act (ARRA) and Energy Upgrade California, through the work to secure a long-term role for local governments within the CPUC ratepayer-funded energy efficiency programs. This experience has provided insights, understanding, and a unique ability to navigate the complexities of developing and assisting with the implementation of a REN Business Plan. Specifically, this experience informs the effort we would undertake with the Client Team, which includes the following key elements:

1. Continuing to assess existing IOU programs in the regions, identifying market needs, determining potential gaps, and potential audiences that fall within the REN criteria. This includes incorporating a strategy that the CPUC, IOUs, and stakeholders will support.
2. Discussing and continuing to help formulate a general governance and organizational approach for the future REN.
3. Continuing to fine-tune the development of a portfolio-level vision, along with defined sector goals and strategies, including providing guidance and assistance with the sectors the REN has identified in their business plan, and how the REN may begin to implement these strategies.
4. Refining and quantifying the sector-level approaches and narrative to operationalize the strategies.
5. Establishing and assisting in the implementation of an appropriate Marketing, Outreach, and Education (ME&O) strategies, Workforce Education and Training (WE&T) support, and evaluation, measurement and verification elements (EM&V).
6. Continue to review and provide guidance regarding Portfolio level budgets with required cost effectiveness calculations, and appropriate levels of administration, marketing and evaluation budgets.
7. Identifying and refining appropriate metrics in line with approved business plan metrics and the REN focus.

Developing and implementing a Business Plan involves wrangling big-picture ideas into actionable documentation. The Team proposes ongoing collaborative discussions with the Client Team to further fine-tune an effective and detailed Business Plan outline as well as discuss implementation strategies.

Task 1: California Public Utilities Commission (CPUC) Energy Division support

As a new Program Administrator, developing key relationships and allies within CPUC and with other stakeholders is an essential part of the Team's strategy for REN development and implementation. It's critical that the Client Team develop these relationships and have an active presence with the CPUC. To support the long-term success of the REN, the Team plans to use its connections and experience to support the Client Team's staff in representing the REN at key meetings.

Gaining authorization as a REN does not begin with submission of necessary documents. The Team proposes to orchestrate introductions and stakeholder buy-in between the REN and key CPUC Energy Division staff including those overseeing RENs, reporting, and other relevant departments. Likewise, to mitigate intervenor protests or other forms of opposition, we propose to facilitate ongoing discussions between known groups who may challenge the creation of this REN.

Frontier Energy has notable experience in regulatory support for proceedings at the CPUC and Energy Commission. On behalf of the BayREN, 3C-REN, and previously the SoCalREN, Frontier Energy has supported reporting, filing, and many other necessary data exchanges to meet CPUC requirements. Thanks to our successful experience operating within the CPUC framework, the Team will provide time- and cost-effective guidance on planning and execution of filings to minimize supplemental filings and informal requests for more information. Further, BluePoint Planning's location in the Bay Area can serve to facilitate in-person meetings with CPUC when needed. BluePoint currently provides ongoing coordination and strategic support to the three RENs through monthly coordination calls, including alignment of regulatory comments, identification of potential opportunities and relevant new proceedings for the RENs, and joint communications and messaging to the CPUC and key decision makers. As the newest REN contender, the Client Team would be welcomed and encouraged to join these conversations to learn directly from existing RENs.

The Team proposes the following key services and products for regulatory proceeding support:

- Continue to support Client Team's discussion and negotiate Business Plan comments and revisions with CPUC staff.
- Track, research, and analyze regulatory and legislative proceedings.
- Provide guidance on regulatory proceedings including drafting comments, responses, and addressing protests.
- Develop and implement reporting protocols and schedules; coordinate and oversee reporting activities with program implementers.
- Support client counsel with inputs to regulatory filing protocol.

Key Deliverables:

- Reporting protocol and schedule development

- Guidance to prepare for CPUC meetings

Task 2: California Energy Efficiency Coordinating Committee (CAEECC) Stakeholder support

Similar to the Team's proposed approach with the CPUC, the Team proposes to support the Client Team with ongoing support and context for navigating the CAEECC stakeholder process. The Team will maintain a calendar of key dates and deadlines, a roster of key stakeholders, and will manage the review cycle. However, the Client Team should remain the face of the REN with the CAEECC. The Team will instead serve an advisory/consultative role to help prepare and guide the Client Team staff.

The Team will also support with framing responses to comments received during the CAEECC process. As with any stakeholder process, public comments can vary in detail and technical scope. We will support the Client Team in determining the best process to address all comments received, whether in the Business Plan or elsewhere. The Team has the experience to identify which feedback items are critical for implementation, and which feedback items are helpful as general guidance that can be considered for future activities. The Team's goal when responding to feedback is to stay focused on meeting the near-term milestones for approval, without losing track of big-picture goals and opportunities.

The Team has been part of the CAEECC stakeholder process since CAEECC's inception. We have helped 3C-REN position itself for launch as a REN and guided it through its stakeholder engagement process into approval, and supported both SoCalREN and BayREN as they navigated later steps in the CAEECC cycle. Our experience has shown that while RENs do not have the same resources as IOUs when working with the CAEECC, RENs can still focus their efforts wisely to successfully provide updates, gather feedback, and iterate their plans in alignment with CPUC direction. With our experience, the REN will enter CAEECC meetings prepared and confident, without requiring extensive over-preparation or IOU-level staff resources.

That said, even with strategic counsel and support, the Client Team should anticipate that the CAEECC process can be lengthy, and that sometimes minor requests from the CAEECC can result in significant delays. Notably, the CAEECC full meetings occur only quarterly, and the Client Team should anticipate providing updates when needed. The Team will advise the Client Team on the best way to coordinate the CAEECC process and manage timeline expectations accordingly.

The Team proposes the following key services and products for CAEECC support:

- Provide strategic guidance on managing key CAEECC processes.
- Provide context on CAEECC stakeholders.

- Support WRCOG, CVAG and SBCOG in preparing for representation at CAEECC meetings, including coordinating planning meetings.
- Maintain a schedule of key dates and deadlines, including managing an internal development schedule, to ensure the REN is prepared for all key deliverables.
- Support the REN in determining responses to comments received during the CAEECC process.

Key Deliverables:

- Schedule of key dates and deadlines for CAEECC process
- Support for CAEECC meeting preparation
- Support in responding to CAEECC feedback

ATTACHMENT B
PROJECT COST ESTIMATE

			TOTAL
SANBAG			\$15,000
WRCOG			\$15,000
CVAG			\$15,000
TOTAL			\$45,000

Attachment 2

ABAG & BayREN: a Regional Model for Energy Efficiency



Menu



ABAG and BayREN: a Regional Model for Energy Efficiency

By Diana Williams on September 9, 2021



Special thanks for to our Summer Intern from UC Riverside, Celine Hoang, for her help in identifying, researching, drafting, and fact checking this story!

Whether it's offering rebates for energy-efficient upgrades or creating maps that reveal where energy use is highest, the Bay Area Regional Energy Network (BayREN) is playing a crucial role in helping cities, counties, and residents in the Bay Area increase energy efficiency and save money.

The BayREN program is a whole portfolio of services offered by the Association of Bay Area Governments (ABAG) with the nine area counties. As the name suggests, BayREN operates as a network of the San Francisco Bay Area's cities and counties. It provides the typical council of government function of knitting together and augmenting the expertise of local governments. But in this case the service is to provide money-saving energy efficiency measures to Bay Area residents and businesses.

Filling Service Gaps

The role of a Regional Energy Network (there are three—soon to be four—in the state) is to fill service gaps not undertaken by investor-owned utilities (IOUs). The program focuses on “hard to reach” customers (by language, income, and geography).

With an annual budget of \$24 million, BayREN draws on the expertise, experience, and track records of local governments to create and administer a range of energy- and water-efficiency programs. To date, BayREN's programs have saved money and resources for Bay Area residents and businesses by providing:

- **Financing and Rebates** that offer incentives for a range of energy efficiency upgrades to single- and multi-family buildings. BayREN's services for businesses include **micro-loans** with zero interest for installation of energy-saving appliances.
- **Education and Training** that includes access to free **energy advisors** who can help identify energy saving opportunities in single-family homes and multi-family buildings. Other **trainings and tools** help keep city and county staff abreast of the ever-evolving codes and standards governing energy efficiency. BayREN also gears education for Realtors to help build knowledge about the benefits of energy efficient homes.



- Workforce development that helps ensure enough people are trained to enter the fast-growing field of green energy. In partnership with the [Rising Sun](#) Energy Center, BayREN offers job training that teaches young people to make “green house calls,” offering personalized recommendations for savings and helping install new equipment to help lower energy- and water-use.

As with all energy networks in California, BayREN's programs must have the potential to scale energy savings geographically, yet offer tailored services to fit the needs of individual communities.

“We offer economies of scale for jurisdictions across our entire region, but the outreach is localized,” said Jenny Berg, Manager of BayREN. “What works in Nap. may not work in Santa Clara County. It’s the same program, but the approach can vary depending on the place.”

Noble Towers Case Study

BayREN Noble Tower Apartments Saves Energy



Noble Towers provides senior affordable housing in Oakland. The building had a deteriorating boiler and an antiquated system that mixed hot and cold water. Under BayREN's multifamily building enhancements program, the property owner received free consulting and a \$750-per-unit rebate for upgrades. Energy use decreased by 18 percent, reducing residents' utility bills.

Since 2014, BayREN has issued \$19 million in rebates to improve 26,000 units on 380 properties, saving nearly 850,000 therms of gas and 11.7 million kilowatt hours of electricity.

How It Works & Funding

Bay REN, and its sister energy networks, are primarily funded by California utility ratepayers through the Public Goods charge levied on regular bills by investor-owned utilities (IOU). Those charges are then administered by the California Public Utilities Commission (CPUC) to fill the gaps in activities that investor-owned utilities cannot or do not intend to undertake.

For about the past decade, ABAG has partnered with the nine Bay Area counties to become the Bay Area Regional Energy Network, known as BayREN for short. They receive more than \$20 million a year from the CPUC to fund rebates, educational efforts, and other programs, with additional funds comes from member agencies, state and federal agencies, and foundations.

The program is implemented through a memorandum of understanding (MOU) between ABAG and its nine Bay Area counties. Each member agency designates a voting member to a "Coordinating Circle," which makes decisions over all policy, high-level programmatic issues, and budgets. BayREN staff also report directly to the ABAG board and county boards.

New "Energy Atlas" Supports Climate Action Planning

BayREN's latest innovation is a first-of-its kind energy use tracker called the [Energy Atlas](#). Developed in partnership with the California Center for Sustainable Communities at UCLA, the Atlas is an interactive map that allows planners and residents to compare five years' worth of electricity and natural gas usage from the county level down to specific census tracts. It can show success stories and hot spots, allowing cities to target energy-efficiency strategies.

"We see the Atlas as a really important tool for putting information about energy use directly into the hands of people and local governments," said Berg.

Building off PG&E-sourced data, the Atlas allows users to delve into energy use based on geography, residential income levels and building type, size and age. It can help local governments with climate action planning by answering question: such as:

- How does energy consumption vary by density, income level, or industry?
- What types of buildings have the highest energy intensity per square foot?
- How does energy consumption compare between single-family and multi-family homes in different parts of the region?

Another Regional Network Rises

Taking a page from ABAG's playbook, three CALCOG members—the Western Riverside Council of Governments (WRCOG), with the Coachella Valley Association of Governments (CVAG), and the San Bernardino Council of Governments (SBCOG)—submitted an application (technically, a business plan) to the CPUC to create the [Inland Regional Energy Network](#), or (I-REN) in February this year.

With a proposed \$10 million budget request, I-REN would serve 52 cities and two counties in an area the size of South Carolina (26,000 square miles). The proposed I-REN would help to increase energy efficiency through programs a

projects that target education, rebates, trainings, tools and workforce development.

“We felt it was important to have a REN that was crafted specifically for Inland communities – our climate zones, our mix of urban, rural and frontier areas,” said Casey Dailey, Director of Energy and Environment Programs at WRCOG. “There is an opportunity to come together and be more efficient about helping many of our hard-to-reach places.”

The CPUC is expected to make a decision on I-REN by the end of 2021, Dailey said.

Resources

- [BayREN Website](#) (Program Descriptions)
- [BayREN Annual Efficiency Report](#): Overview of BayRen Programs (2020)
- [BayREN Process Evaluation](#); Summary of Governance and Program Evaluation (2019)
- [More BayREN reports](#) (Resources Page)
- Coachella Valley Association of Governments: [Staff Report](#): Summary how RENs fit into local energy programs. (2018)
- [WRCOG Slides](#) Outlines considerations in making application to become a REN (2019)
- California Public Utilities Commission: [Policy Framework for Regional Energy Networks](#) (2019)
- For a fuller definition by the CPUC’s on “hard-to-reach” customers, see [this guidance on pages 42 and 43](#).
- CVAG-WRCOG-SBCOG: [Application \(Business Plan\) for REN](#) (2021)
- [Definition of “Hard to Reach” Customers and Communities](#) (See pps 39 to 49)

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REGIONS AT WORK

JANUARY 26, 2021

'Green Streets' Mean Cleaner Water for San Mateo C/CAG

When Matt Fabry looks at a street in San Mateo County, he doesn't just see a surface that conveys cars. He sees an entire system of water travel – sto...

[Read More](#)

Upcoming Events



23 24

SEP

CALIFORNIA TRANSPORTATION COMMISSION
TOWN HALL (LAKE TAHOE)

1 Day 4:58:40 Time

24

CALIFORNIA NATIVE AMERICAN DAY

SEP

26
SEP

NARC EXECUTIVE DIRECTORS CONFERENCE

29
SEP

CDAC BRIEFING

06
OCT

CALIFORNIA CLEAN AIR DAY

10
OCT

GOVERNOR'S SIGH/VETO DEADLINE

13
OCT

14 CALIFORNIA TRANSPORTATION COMMISSION
MEETING (BAKERSFIELD)

13
OCT

REAP PROGRAM LEADS MEETING

21
OCT

CDAC BRIEFING



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Attachment 3

I-REN Infographic

I-REN

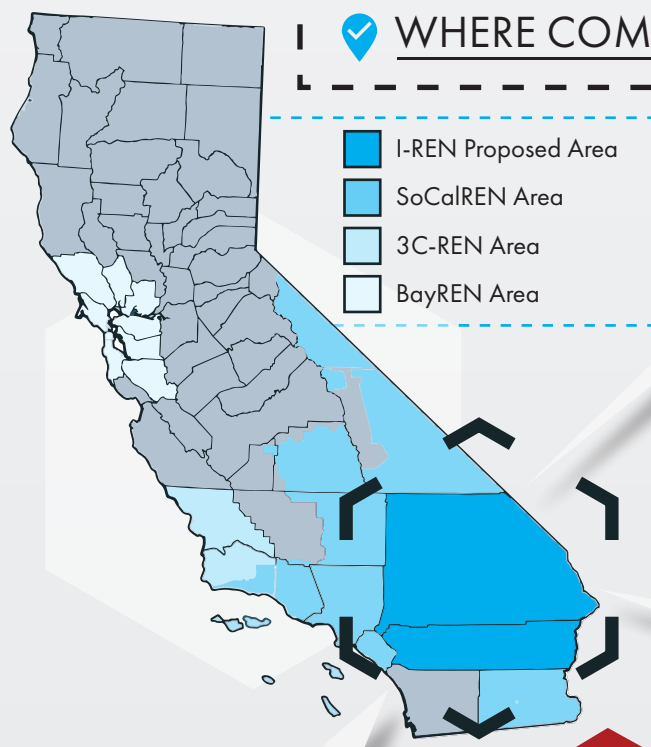
INLAND REGIONAL ENERGY NETWORK

WHAT IS THE I-REN?

The Inland Regional Energy Network (I-REN) is an exciting new offering of nearly \$10 Million per year in energy efficient programs and services specifically designed and tailored for Inland Southern California.

**NEARLY \$10 MILLION PER YEAR
IN ENERGY EFFICIENT PROGRAMS**

WHERE COMMUNITY, ENERGY & EQUITY INTERSECT



COMMUNITY

I-REN WOULD BE THE

1ST TO UNIFY AN
INLAND
COMMUNITY

AND IS AN OPPORTUNITY
TO SEIZE LOCAL CONTROL

EQUITY

The Establishment of the I-REN is the opportunity for Inland SoCal to receive its FAIR SHARE.

Communities That
Pay Surcharge

Communities Served
by REN

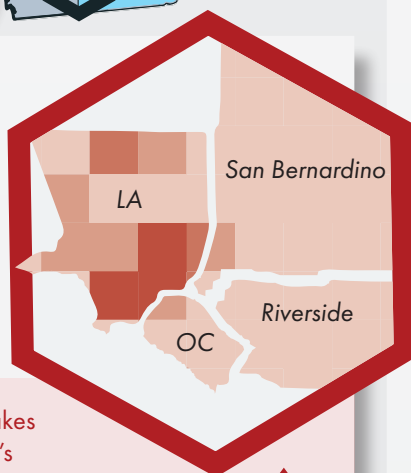
Communities That
Administer REN

I-REN would fall into this category.

ENERGY

Rate payer dollars are already allocated to the development of energy efficiency programs (like RENs) by the CPUC.

The Inland SoCal region makes up over 20% of SoCal REN's population yet few energy projects have been completed in the inland region.



HEAT MAP OF PROJECTS IN LA COUNTY
VS INLAND SOCAL COUNTIES.



How Can We Leverage Local Control?

The establishment of an I-REN through the three Councils of Governments (COGs) will maximize local resources and input to best serve the unique and diverse needs of our communities.

The I-REN will leverage the three COGs':

- Existing committee structures
- Member input and program customization
- Administrative oversight
- Program delivery for equitable outcomes

What Will Be I-REN's Impact?



Goal 1: Capacity Building

Build capacity and knowledge to enable local governments to effectively leverage energy efficiency services and to demonstrate best practices.

Example:

Public Agency Program Services | SoCalREN



Goal 2: Strong Workforce

Ensure there is a trained workforce to support and realize energy efficiency savings goals across sectors.

Example:

Building Performance Training | 3C-REN



Goal 3: Scalable Tools and Resources

Work closely with local building departments and building industry to support, train and enable long-term streamlining of energy code compliance.

Example:

BayREN Codes & Standards | BayREN



A Timeline of Support Through the Years

Scan the QR Code to see a complete list of supporting agencies.

