



Western Riverside Council of Governments Administration & Finance Committee

AGENDA

**Wednesday, May 9, 2018
12:00 p.m.**

**Western Riverside Council of Governments
Citrus Tower
3390 University Avenue, Suite 450
Riverside, CA 92501**

In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if special assistance is needed to participate in the Administration & Finance Committee meeting, please contact WRCOG at (951) 405-6703. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility at the meeting. In compliance with Government Code Section 54957.5, agenda materials distributed within 72 hours prior to the meeting which are public records relating to an open session agenda item will be available for inspection by members of the public prior to the meeting at 3390 University Avenue, Suite 450, Riverside, CA, 92501.

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

1. CALL TO ORDER (Debbie Franklin, Chair)

2. PUBLIC COMMENTS

At this time members of the public can address the Administration & Finance Committee regarding any items 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.

3. MINUTES

A. Summary Minutes from the April 11, 2018, Administration & Finance Committee Meeting are Available for Consideration.

P. 1

Requested Action: 1. *Approve the Summary Minutes from the April 11, 2018, Administration & Finance Committee meeting.*

4. 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. Finance Department Activities Update P. 7

Requested Action: 1. Receive and file.

B. Agency IT / AV Professional Services Agreement P. 13

Requested Action: 1. Recommend that the Executive Committee authorize the Executive Director to negotiate and enter into a Professional Services Agreement with TWINTEL Solutions, Inc., as to form, to provide Information Technology and Audio / Visual services in an amount not to exceed \$114,000 annually.

5. REPORTS / DISCUSSION

A. Final Draft Fiscal Year 2018/2019 Agency Budget P. 35

Requested Action: 1. Recommend that the Executive Committee approve the Final Draft Fiscal Year 2018/2019 Agency Budget, substantially as to form.

B. Experience Regional Innovation Center Feasibility Analysis Update P. 53

Requested Action: 1. Receive and file.

6. ITEMS FOR FUTURE AGENDAS Members

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

7. GENERAL ANNOUNCEMENTS Members

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

8. CLOSED SESSION

A. CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO SECTION 54957.6

Agency Representative: Committee Chair or designee
Unrepresented Employee: Executive Director

B. PERFORMANCE EVALUATION PURSUANT TO SECTION 54957

Title: Executive Director

9. **NEXT MEETING:** The next Administration & Finance Committee meeting is scheduled for Wednesday, June 13, 2018, at 12:00 p.m., at WRCOG's office located at 3390 University Avenue, Suite 450, Riverside.
10. **ADJOURNMENT**

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1. CALL TO ORDER

The meeting of the Administration & Finance Committee (Committee) was called to order at 12:00 p.m. by Chair Debbie Franklin at WRCOG's Office, Citrus Conference Room.

Members present:

Debbie Franklin, City of Banning (Chair)
Eugene Montanez, City of Corona
Bonnie Wright, City of Hemet
Laura Roughton, City of Jurupa Valley
Brian Tisdale, City of Lake Elsinore
Kelly Seyarto, City of Murrieta
Ben Benoit, City of Wildomar
Rusty Bailey, City of Riverside (12:37 p.m. arrival)
Marion Ashley, County of Riverside District 5
Brenda Dennstedt, Western Municipal Water District (12:04 p.m. arrival)

Staff present:

Steve DeBaun, Legal Counsel, Best Best & Krieger
Rick Bishop, Executive Director
Ernie Reyna, Chief Financial Officer
Barbara Spoonhour, Director of Community Choice Aggregation Development
Jennifer Ward, Director of Government Relations
Chris Gray, Director of Transportation
Casey Dailey, Director of Energy and Environmental Programs
Christopher Tzeng, Program Manager
Princess Hester, Administrative Services Officer
Janis Leonard, Administrative Services Manager
Crystal Adams, Program Manager
Andrew Ruiz, Program Manager
Cynthia Mejia, Staff Analyst
Suzy Nelson, Administrative Assistant

Guests present:

Alyssa Thompson, Koff & Associates

2. PUBLIC COMMENTS

There were no public comments.

3. MINUTES – *(District 5 / Jurupa Valley) 8 yes; 0 no; 0 abstention. Item 3.A was approved by a unanimous vote of those members present. The City of Riverside, the County of Riverside District 3, and the Western Municipal Water District were not present.*

A. Summary Minutes from the February 14, 2018, Administration & Finance Committee Meeting are Available for Consideration.

Action: 1. *Approved the Summary Minutes from the February 14, 2018, Administration & Finance Committee meeting.*

4. CONSENT CALENDAR – (District 5 / Jurupa Valley) 8 yes; 0 no; 0 abstention. Items 4.A – 4.G were approved by a unanimous vote of those members present. The City of Riverside, the County of Riverside District 3, and the Western Municipal Water District were not present.

A. Finance Department Activities Update

Action: 1. Received and filed.

B. Request for Proposals Issuance Policy

Actions: 1. Approved a Policy related to Request for Proposals (RFP) for professional services.
2. Directed staff to update its Financial Manual to include the RFP Policy and present the updated Manual for formal approval by the WRCOG Finance Directors and Administration & Finance Committees.

C. 3rd Quarter draft Budget amendment for Fiscal Year 2017/2018

Action: 1. Recommended that the Executive Committee approve the 3rd Quarter draft Budget amendment for Fiscal Year 2017/2018.

D. Proposed Fiscal Year 2018/2019 WRCOG Member Dues

Action: 1. Maintained dues structure and allocation consistent with prior years.

E. Additional Signature Authority

Action: 1. Recommended that the Executive Committee adopt WRCOG Resolution 08-18; A Resolution of the Executive Committee of the Western Riverside Council of Governments providing signatory authority to the Chief Financial Officer and Deputy Executive Director for agreements, ordinances, and resolutions in the absence of the Executive Director.

F. Single Signature Authority Report

Action: 1. Received and filed.

G. Amendments to Professional Services Agreements for On-Call Planning Professional Services for Member Jurisdictions

Actions: 1. Approved the First Amendment to the Professional Services Agreement between the Western Riverside Council of Governments and Blais and Associates, Inc., to provide WRCCOG additional grant writing assistance in an amount not to exceed \$50,000 for this Amendment and \$100,000 in total.
2. Approved the First Amendment to the Professional Services Agreement between the Western Riverside Council of Governments and Fehr and Peers to provide WRCCOG planning support and advisory services in an amount not to exceed \$50,000 for this Amendment and \$100,000 in total.
3. Approved the First Amendment to the Professional Services Agreement between the Western Riverside Council of Governments and Michael Baker International, Inc., to provide WRCCOG planning support and advisory services in an amount not to exceed \$50,000 for this Amendment and \$100,000 in total.

5. REPORTS / DISCUSSION

A. Nomination for WRCOG Chair, Vice-Chair, and 2nd Vice-Chair positions for Fiscal Year 2018/2019

Rick Bishop reported that this Committee serves as the Nominating Committee for leadership positions.

Action: 1. *Recommended the following slate of individuals:*

Chair: Chuck Washington, Supervisor, County of Riverside District 3
Vice-Chair: Bonnie Wright, Councilmember, City of Hemet

(Corona / Murrieta) 8 yes; 0 no; 0 abstention. Item 5.A was approved by a unanimous vote of those members present. The City of Riverside, the County of Riverside District 3, and the Western Municipal Water District was not present.

2nd Vice-Chair: Laura Roughton, Councilmember, City of Jurupa Valley

(Lake Elsinore / Hemet) 8 yes; 0 no; 0 abstention. Item 5.A was approved by a unanimous vote of those members present. The City of Riverside, the County of Riverside District 3, and the Western Municipal Water District were not present.

B. Potential Full Consolidation of RCHCA Staff and Operations with WRCOG

Rick Bishop reported that a couple of years ago, when the RCHCA Executive Director retired, there was discussion amongst its Board members regarding moving that Agency's administrative services under WRCOG with the goal of achieving efficiencies.

The partnership has worked well. Staff are working to achieve public access on RCHCA-owned lands. Staff have attended successful meetings / trips to Washington, D.C., and Sacramento, to meet with congressional members and environmental agencies to initiate a delisting process for the Stephens' Kangaroo Rat.

WRCOG staff have had discussion with County staff regarding a full consolidation, who are agreeable to a full consolidation.

Action: 1. *Directed staff to continue to work with Riverside County and the RCHCA to fully consolidate RCHCA staff and operations into WRCOG and return with the necessary documents and agreements to commence the transition.*

(Lake Elsinore / Wildomar) 9 yes; 0 no; 0 abstention. Item 5.B was approved by a unanimous vote of those members present. The City of Riverside and the County of Riverside District 3 were not present.

C. Review of WRCOG Executive Committee Member Alternate Provisions

Jennifer Ward reported that WRCOG's current policy for Executive Committee alternates, as it relates to the County Supervisors, is that the desert Supervisor serves as an alternate to any of the four Supervisors, who are the main members.

Ms. Ward reviewed with Committee members several examples of policies regarding alternate for other Councils of Government and Joint Powers Agencies.

Committee member Brian Tisdale motioned to keep the policy as is.

Committee member Marion Ashley indicated that it is not practical to have the desert Supervisor serve as an alternate given the distance. It would make more sense to have an elected official from each of the Supervisor's respective district serve as the alternate.

Committee member Kelly Seyarto indicated that even though the policy calls for the Mayor specifically, each City's Council makes appointments. Other Committee members indicated the same.

Committee member Ben Benoit indicated that the language has been the same since the creation of WRCOG; however, the language should be changed, as that is not the practice of the member jurisdictions.

Steve DeBaun indicated that, while this is the language in the Joint Powers Agreement (JPA), it is common practice for some agencies to create its own internal process.

Committee member Seyarto indicated that if the language is changed, it should read "...one elected official from each member jurisdiction..."

Committee member Brian Tisdale stated that the County currently has four representatives. If a Supervisor is unable to attend a meeting and appoints one elected official from one of his cities, then any one city would then have two representatives at the meeting.

Committee member Laura Roughton stated that the County has four representatives, so if one district is absent, there are still three other County representatives at the meeting.

Committee member Brenda Dennstedt stated that there are more than just city elected officials, there are special district elected officials.

Steve DeBaun read from the JPA that, "Any City Council, at its discretion, can appoint a Mayor Pro Tem or other City Councilmember in place of the Mayor." This would address Committee member Seyarto's concern.

Committee members indicated that because the JPA verbiage begins along the lines that the Mayor is the member, that language does need to be changed.

Committee member Benoit indicated that since that language is in the JPA, every member jurisdiction would have to adopt it.

Committee member Ashley indicated that if he were unable to attend the meeting, he would want someone there who would represent his interests. Supervisor Ashley further stated that there are several agencies which allow for anyone to serve as the alternate and the Supervisors employ staff full time who are aware of the subject matter probably more than any city alternate.

Action: 1. *Directed staff to return with various options regarding the County alternate position.*

(Lake Elsinore / Wildomar) 9 yes; 0 no; 0 abstention. Item 5.C was approved by a unanimous vote of those members present. The City of Riverside and the County of Riverside District 3 were not present.

D. 27th Annual General Assembly & Leadership Address: Nominations for Outstanding Community Service Award

Jennifer Ward reviewed the list of nominees with Committee members.

Action: 1. *Nominated Josiah Bruny of Music Changing Lives, as the Community Service Award recipient, and elected to award Supervisor Marion Ashley and Supervisor John Tavaglione with Lifetime Achievement Awards, and directed staff to forward to the Executive Committee for final approval.*

(Riverside / Murrieta) 10 yes; 0 no; 0 abstention. Item 5.C was approved by a unanimous vote of those members present. The County of Riverside District 3 were not present.

E. WRCOG Agency Compensation Study

Alyssa Thompson reported that 12 comparative agencies were selected for this Study. Thirteen benchmark positions were selected for comparison. Entry and top step salary levels were reviewed, as were retirement benefits, medical / dental / vision / disability and life insurance, leave accruals, paid holidays, leaves, auto allowance, and any other allowances provided.

WRCOG's benefits package places the Agency at a lower, or less competitive, standing than the market average. WRCOG's entry step salary is approximately 36.5% below market average. The top step salary ranges are approximately 3% below market average. Total compensation is approximately 6.5% below market average. The entry step salary should be adjusted. Having 40 salary ranges would put WRCOG more in alignment with current practices.

Comparatively lower benefits were identified as an additional area in which WRCOG is not as competitive with other agencies – deferred compensation, insurances, and vacation accrual and paid administrative leaves. Internal relationships between positions need to be reviewed to determine inequities / differentials.

Next steps include aligning salaries and placing positions within those aligned salaries structure, as well as addressing those levels which are currently below market average. There are options for implementing those salary levels which are above market average. Lastly, it needs to be determined how employees in the new classifications fit within these salary ranges.

Committee member Rusty Bailey asked if it would be legal to incentivize employees to live in this subregion.

Steve DeBaun responded that that is generally allowed for a City Manager or safety officials but not general employees.

Ernie Reyna added that WRCOG will be focusing on the benefits, such as a vision plan, improvements to the dental plan, and possibly adding a match to the 457 retirement plan, which will be discussed further in the next agenda item.

Committee member Eugene Montanez indicated that most people coming out of college are looking for a job that pays more, even if the total compensation is less.

Committee member Brian Tisdale would like to see how many employees are currently outside the range.

Committee member Brenda Dennstedt indicated that WRCOG needs to compensate fairly, while ensuring that it is sustainable, and asked if any actuarial projections are being completed. Committee member Dennstedt also suggesting providing Aflac supplemental insurance.

Action: 1. *Directed staff to return with options to implement the necessary changes to bring WRCOG to a more competitive market average.*

F. Draft Fiscal Year 2018/2019 Agency Budget

Andrew Ruiz reported that the Administration budget projects revenues of \$6.7M against \$6.7M in expenditures. The total Transportation budget is \$47.2M in revenues against \$42.8M in expenditures; the difference is due to fewer projected reimbursements. Staff has budgeted a 25% decrease in revenues for the statewide HERO Program, mainly due to market saturation, additional PACE providers, and legislative tightening of consumer protections. Staff anticipates revenues for the statewide HERO Program to be approximately \$3M; however, this projection is still being analyzed and could change over the next three months.

By the end of this current fiscal year, WRCOG anticipates having \$1M in carryover revenues, which will be recommended to be used for funding the Community Choice Aggregation Program for its first year of operation. The Regional Streetlight Program will be self-sustaining next fiscal year; the City of Murrieta finalized all of the necessary documents last week and received funding for its Streetlight program yesterday. Overall total revenues for the Energy budget are anticipated to be \$5.4M against total expenditures of \$5.2M.

The Environmental budget will experience approximately \$368,000 in revenues against \$368,000 in expenditures.

The Agency has a projected budget of \$60.3M in revenues against \$55.7M in expenditures.

Action: 1. *Received and filed.*

G. Experience Regional Innovation Center Feasibility Analysis Update

Due to time constraints this item was tabled for future discussion.

Action: 1. *Tabled for future discussion.*

6. ITEMS FOR FUTURE AGENDAS

There were no items for future agendas.

7. GENERAL ANNOUNCEMENTS

Jennifer Ward announced that her last day with WRCOG is April 12, 2018; Ms. Ward has accepted a position with the County of Los Angeles's Community Choice Aggregation Program.

Christopher Gray announced that a tour for an autonomous vehicle testing facility in Contra Costa County is scheduled for May 11, 2018.

8. CLOSED SESSION

This item was tabled to the next meeting. Committee member Laura Roughton indicated that there are questions on the survey that she does not have knowledge of, so did not complete the survey.

9. NEXT MEETING: **The next Administration & Finance Committee meeting is scheduled for Wednesday, May 9, 2018, at 12:00 p.m., at WRCOG's office located at 3390 University Avenue, Suite 450, Riverside.**

10. ADJOURNMENT: **The meeting of the Administration & Finance Committee adjourned at 1:28 p.m.**



Western Riverside Council of Governments

Administration & Finance Committee

Staff Report

Subject: Finance Department Activities Update

Contact: Ernie Reyna, Chief Financial Officer, ereyna@wrcog.us, (951) 405-6740

Date: May 9, 2018

The purpose of this item is to provide an update on the Fiscal Year (FY) 2018/2019 Agency Budget development process, the 4th Quarter budget amendment schedule for FY 2017/2018, the FY 2017/2018 Agency Audit, and the Agency financial report summary through March 2018.

Requested Action:

1. Receive and File.

FY 2018/2019 Agency Budget Development Process

Staff has begun the process of creating the FY 2018/2019 Agency Budget; below is the schedule of presentations for review and action at the various Committees, including the General Assembly:

April 11, 2018:	Administration & Finance Committee (first review)
April 19, 2018:	Technical Advisory Committee (first review)
April 26, 2018:	Finance Directors Committee (first review)
May 7, 2018:	Executive Committee (first review)
May 9, 2018:	Administration & Finance Committee (second review)
May 17, 2018:	Technical Advisory Committee (second review)
June 4, 2018:	Executive Committee (second review)
June 21, 2018:	General Assembly (action)

4th Quarter Budget Amendment

June 30, 2018, will mark the end of the fourth quarter of FY 2017/2018. The Administration & Finance Committee will consider the 4th Quarter Draft Budget Amendment at its July 11, 2018, meeting. The Technical Advisory Committee will also consider the amendment report at its July 19, 2018, meeting, and the Executive Committee will consider the amendment on August 6, 2018.

Fiscal Year 2017/2018 Agency Audit

WRCOG's annual Agency audit is tentatively scheduled to begin the week of May 28, 2018. WRCOG utilizes the services of the audit firm Rogers, Anderson, Malody, and Scott (RAMS) to conduct its financial audit. The first visit is known as the "interim" audit; in July or August, RAMS will return to finish its second round, which is known as "fieldwork."

Financial Report Summary through March 2018

The Agency Financial Report summary through March 2018, a monthly overview of WRCOG's financial statements in the form of combined Agency revenues and costs, is provided as Attachment 1.

Prior Actions:

April 26, 2018: The Finance Directors Committee received and filed.

April 19, 2018: The Technical Advisory Committee received and filed.

Fiscal Impact:

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

Attachment:

1. Financial Report summary – March 2018.

Item 4.A

Finance Department Activities Update

Attachment 1

Financial Report summary – March 2018

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Western Riverside Council of Governments
Monthly Budget to Actuals
For the Month Ending March 31, 2018

	Approved 6/30/2018 Budget***	Thru 2/28/2018 Actual	Remaining 6/30/2018 Budget
Revenues			
Member Dues	311,410	313,695	(2,285)
General Assembly	300,000	18,800	281,200
PACE Residential Revenue	816,771	768,095	48,676
CA HERO Residential Revenue	5,800,000	3,235,848	2,564,152
The Gas Company Partnership	50,000	31,377	18,623
SCE WREP Revenue	75,000	80,114	(5,114)
PACE Residential Recording Revenue	182,775	163,180	19,595
CA HERO Residential Recording Revenue	1,000,000	618,350	381,650
CA First Residential Revenue	167,000	29,900	137,100
CA First Residential Recording Revenue	86,000	10,587	75,413
Other Misc Revenue	-	3,928	(3,928)
Solid Waste	117,100	78,835	38,265
Used Oil Revenue	255,000	207,961	47,039
Active Transportation Revenue	150,000	80,567	69,433
RIVTAM Revenue	25,000	25,000	-
Air Quality-Clean Cities	137,500	138,000	(500)
LTF	726,000	726,000	-
Commercial/Service - Admin Portion	101,097	95,225	5,872
Retail - Admin Portion	118,867	85,501	33,366
Industrial - Admin Portion	249,133	352,716	(103,583)
Residential/Multi/Single - Admin Portion	1,045,779	757,868	287,911
Multi-Family - Admin Portion	129,787	79,598	50,189
Commercial/Service - Non-Admin Portion	2,426,945	2,285,406	141,538
Retail - Non-Admin Portion	2,852,820	2,052,030	800,789
Industrial - Non-Admin Portion	5,979,195	8,465,183	(2,485,988)
Residential/Multi/Single - Non-Admin Portion	25,098,070	18,188,822	6,909,248
Multi-Family - Non-Admin Portion	3,114,890	1,910,345	1,204,544
Total Revenues	60,574,824	40,802,933	19,771,892
Expenditures			
Wages & Salaries	2,579,801	1,936,515	643,286
Fringe Benefits	739,956	616,009	123,947
Total Wages and Benefits	3,379,757	2,552,524	827,233
Overhead Allocation	2,219,371	1,664,528	554,843
General Legal Services	634,037	671,730	(37,693)
Audit Fees	27,500	20,200	7,300
Bank Fees	29,000	20,604	8,396
Commissioners Per Diem	62,500	39,300	23,200
Office Lease	427,060	147,228	279,832
WRCOG Auto Fuel	750	480	270
WRCOG Auto Maintenance	100	710	(610)
Special Mail Svcs	1,800	673	1,127
Parking Validations	4,865	4,925	(60)
Staff Recognition	1,245	525	720
Coffee and Supplies	160	1,203	(1,043)

Event Support	105,370	69,629	35,741
General Supplies	26,088	16,429	9,659
Computer Supplies	12,258	7,887	4,371
Computer Software	28,486	22,308	6,178
Rent/Lease Equipment	35,100	20,316	14,784
Membership Dues	32,850	19,991	12,859
Subscriptions/Publications	5,099	698	4,401
Meeting Support/Services	18,910	11,946	6,964
Postage	5,005	5,994	(989)
Other Household Expenditures	4,250	-	4,250
COG Partnership Agreement	25,000	9,504	15,496
Storage	11,000	11,655	(655)
Printing Services	16,462	1,426	15,036
Public Notices	11,900		11,900
Computer Hardware	4,286	1,692	2,594
Misc. Office Equipment	1,376	688	688
EV Charging Equipment	5,975	5,975	-
Communications-Regular	9,218	12,969	(3,751)
Communications-Long Distance	500	231	269
Communications-Cellular	14,021	9,275	4,746
Communications-Comp Sv	75,009	38,930	36,079
Communications-Web Site	8,465	7,869	596
Equipment Maintenance - General	10,000	5,737	4,263
Equipment Maintenance - Computers	26,200	11,662	14,538
Insurance - General/Business Liason	73,520	64,370	9,150
WRCOG Auto Insurance	1,570	3,457	(1,887)
PACE Recording Fees	1,354,775	945,486	409,289
Seminars/Conferences	23,353	13,579	9,774
General Assembly Expenditures	300,000	48,206	251,794
Travel - Mileage Reimbursement	27,409	15,351	12,058
Travel - Ground Transportation	7,583	2,852	4,731
Travel - Airfare	25,423	12,191	13,232
Lodging	15,999	9,778	6,221
Meals	10,700	4,860	5,840
Other Incidentals	10,123	6,831	3,292
Training	15,400	9,060	6,340
Supplies/Materials	65,588	281	65,307
Ads	51,571	79,525	(27,954)
Education Reimbursement	25,000	2,500	22,500
Consulting Labor	4,414,309	1,671,152	2,743,157
Consulting Expenses	96,466	4,443	92,023
TUMF Project Reimbursement	39,000,000	11,818,580	27,181,420
BEYOND Expenditures	2,052,917	568,167	1,484,750
Computer Equipment Purchases	44,877	16,583	28,294
Office Furniture Purchases	312,500	265,488	47,012
Total General Operations	61,600,179	18,427,656	43,172,523
Total Expenditures	64,979,936	20,980,180	43,999,756

***Includes 1st & 2nd quarter budget amendments



Western Riverside Council of Governments Administration & Finance Committee

Staff Report

Subject: Agency IT / AV Professional Services Agreement

Contact: Ernie Reyna, Chief Financial Officer, ereyna@wrcog.us, (951) 405-6740

Date: May 9, 2018

The purpose of this item is to seek a recommendation to enter into a Professional Services Agreement with TWINTEL Solutions, Inc., as to form.

Requested Action:

1. Recommend that the Executive Committee authorize the Executive Director to negotiate and enter into a Professional Services Agreement with TWINTEL Solutions, Inc., as to form, to provide Information Technology and Audio / Visual services in an amount not to exceed \$114,000 annually.

Background

Prior to March of 2017, WRCOG utilized the services of an in-house Information Technology (IT) staff member on payroll; however, management decided that WRCOG would outsource IT services. After a period of one year, staff have determined that the Agency's needs include not only IT, but also Audio / Visual (AV), which the current contractor does not have the capacity to provide.

RFP Process

After determining WRCOG's needs, staff released a Request-for-Proposals (RFP) on March 1, 2018. Proposals from prospective firms were due on March 29, 2018. Six firms replied to the RFP. WRCOG formed a Review Committee, comprised of three WRCOG personnel and two outside individuals – one from Riverside County IT (RCIT), and the other from the Riverside County Transportation Commission (RCTC) – to review and interview the top three firms. On April 18, 2018, the Review Committee interviewed the top three firms. Each firm was provided a period of one hour to be interviewed, which included an optional PowerPoint presentation. The Review Committee considered the following criteria for making a cost-effective decision: answers provided during the interview; price of bid; size and knowledge of the proposer's staff; customer service; and location of firm.

Based on the three interviews, the Review Committee determined that TWINTEL Solutions, Inc. would best meet the needs of WRCOG. TWINTEL's proposal includes all-inclusive services of both IT and AV in an amount not to exceed \$9,500 / month, or \$114,000 / annually.

Prior Action:

None.

Fiscal Impact:

The contract amount of \$114,000 is currently programmed in the Draft Fiscal Year 2018/2019 Agency Budget under the Administration Program's consulting line item.

Attachment:

1. Professional Services Agreement between WRCOG and TWINTEL Solutions, Inc.

Item 4.B

Agency IT / AV Professional Services Agreement

Attachment 1

Professional Services Agreement between WRCOG and TWINTEL Solutions, Inc.

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

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of June, 2018, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG") and TWINTEL Solutions, Inc. ("Consultant"). WRCOG and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by WRCOG on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing information technology, digital media, voice over internet phones, audio / visual, is licensed in the State of California, and is familiar with the plans of WRCOG.

2.2 Project.

WRCOG desires to engage Consultant to render such professional services for the Information technology, digital media, voice over internet phones, audio / visual needs ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from the date first specified here in to June 30, 2019, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

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

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

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the needs of WRCOG. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's efficient and expeditious performance of the Services, WRCOG shall respond to Consultant's submittals in a timely manner. Upon request of WRCOG, Consultant shall provide a more detailed schedule of anticipated performance to meet any specific needs of WRCOG.

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

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

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

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

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

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

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

3.2.10 Insurance.

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

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

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

Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

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

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

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

(A) General Liability.

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

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

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

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

(B) Automobile Liability.

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

(C) Workers' Compensation and Employers Liability Coverage.

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

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

(D) All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

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

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

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

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

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

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

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

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

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

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

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

3.2.10.8 Verification of Coverage. Consultant shall furnish WRCOG with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to WRCOG. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its

behalf, and shall be on forms provided by WRCOG if requested. All certificates and endorsements must be received and approved by WRCOG before work commences. WRCOG reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive a monthly fee of Nine Thousand Five Hundred Dollars (\$9,500) for all Services rendered under this Agreement under the terms set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Hundred Fourteen Thousand (\$114,000)** without written approval of WRCOG's Executive Committee. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the discounted rate of Ninety-Five Dollars (\$95) as set forth in Exhibit "B".

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

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

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

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

Consultant: TWINTEL Solutions, Inc.
12635 Hoover Street
Garden Grove, CA 92841
Attn: William Scogin

WRCOG: Western Riverside Council of Governments
3390 University Avenue, Suite 450
Riverside, CA 92501
Attn: Rick Bishop

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

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

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this

Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the WRCOG.

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

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

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

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

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

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

3.5.6 Indemnification. Consultant shall defend, indemnify and hold the WRCOG, its officials, officers, consultants, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses.

Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against WRCOG, its directors, officials, officers, consultants, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against WRCOG or its directors, officials, officers, consultants, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse WRCOG and its directors, officials, officers, consultants, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by WRCOG, its directors, officials, officers, consultants, employees, agents or volunteers. This section shall survive any expiration or termination of this Agreement. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.6 Subcontracting.

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

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

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

TWINTEL Solutions, Inc.

By: _____
Rick Bishop
Executive Director

By: _____
William Scogin
Chief Information Officer

APPROVED AS TO FORM:

ATTEST:

By: _____
General Counsel
Best Best & Krieger, LLP

By: _____
Its:

EXHIBIT "A"
SCOPE OF SERVICES

TWINTEL Solutions, Inc. ("TWINTEL") shall provide WRCOG with the following Managed IT Services:

- Strategic Planning and Implementation: Maximize technology investments to help your organization through increased productivity and efficiency
- Proactive Support: Detailed infrastructure performance reports, asset inventory reports, and end-user reports
- Cost Effective and Predictable Budgets: Unlimited access to purchasing support, end user training, 3rd party vendor management, resource and up to date information about latest technology trends.

TWINTEL shall provide WRCOG with the following Network Management Services:

- Maximize and Improve network performance, efficiency and effectiveness
- Decrease and eliminate episodes of network downtime and data loss
- Gain access to unlimited proactive monitoring and management of your network to improve stability
- Protect against network security breaches
- Increase responsiveness for problem monitoring and reporting across your network to improve stability
- Real-time hardware and software inventory. You will know exactly what equipment and software had been installed
- 3rd party vendor management VPN management
- Multi-Office Connectivity Support
- ISP Management, Router Management, Anti-Virus Management, Firewall Management, VPN Management

TWINTEL shall provide WRCOG with the following Server Monitoring & Management Key Benefits:

- Proactive remote maintenance and management of anti-virus, security patches, and updates to protect and safeguard against downtime, security breaches and lost data
- Increase confidence in your on premise, cloud, and network infrastructure
- Gain unlimited access to 24 x 7 server monitoring and management to ensure continual server uptime.
- Support in the following areas: Unlimited Phone Support, Unlimited Remote-Control Support, Service Availability Monitoring, Remote After-Hours Emergency Support, Unlimited On-Site Support
- Maintenance in the following areas: Microsoft Patch Management Event Log Monitoring Log File Maintenance Drive Space Monitoring Printer Setting Management
- Security in the following areas: User Account Administrator, File Sharing Permission Administration, Security Administrator Anti-Virus, Management

TWINTEL shall provide WRCOG with the following End-User Workstation Management Services:

- Unlimited access to friendly knowledgeable and dedicated engineers who are available to assist your team night and day at any location
- Maximize end-user efficiency, productivity
- Empower end-users and increase technology confidence
- Decrease problem resolution time and overall technology frustrations
- Optimize desktop performance with regular maintenance and monitoring
- Ensure predictable and transparent IT support costs as your organization grows and changes
- Enable Key IT Personnel to focus on strategic projects instead of computer issues.

TWINTEL shall provide WRCOG with the following CTO Services:

- Current technology assessment
- Business objective meetings
- Backup review
- Quarterly external security scan and review
- Annual deep dive security review
- Business continuity plan
- Hardware Lifecycle review

TWINTEL shall provide WRCOG with the following Audio/Visual/Electrical/ Cabling Services:

- Planning, design and installation for all your company's technical needs. There is no need to coordinate vendors that's our job and we do it well
- Fully licensed, insured and our technicians are trained in-house and industry certified.
- Design and build cabling infrastructures that support voice, data, video and multimedia systems. We are a single source solution for all your organization network infrastructure needs. We will help you evaluate, design and install the correct cabling system to support your current and future needs.
- Capability of handling all your Commercial Electrical needs.

TWINTEL shall provide the following detailed and itemized pricing for project/remediation services:

- IT Assessment
 - o Complete network assessment - Includes granular report on network status based on security, performance, recoverability, manageability and asset details.
- Network Remediation
 - o Optimize workstations, servers, and networking device
 - o Optimize Wireless Access Points if needed
 - o Optimize UPS Power Backup System Optimize Backup Disaster Recovery Solution
 - o Create/Maintain Network Documentation
- Security Enhancements
 - o Optimize workstations, servers, and networking device
 - o Install Business grade firewall routers at main locations and configure VPN is needed
 - o Optimize organizational systems to an Active directory domain
 - o Configure wireless access points with latest security protocols
 - o Deploy Antivirus, Malware, and Crypto prevention on all systems as needed

- Added Features
 - o Configure Remote VPNs as needed
 - o Develop and implement comprehensive disaster recovery plan and solution
- Hardware and Software
 - o Monthly Onsite / Offsite Backup Disaster Recovery + BDR Appliance Anti-Virus software licensing and Asset Management

TWINTEL shall provide the following Managed IT Service Inclusions: (see below)

Total Care - Support, Maintenance, and Monitoring for Workstations	Total Care - Support, Maintenance, and Monitoring for Servers	Total Care - Support, Maintenance, and Monitoring for Networks
<i>Support</i> - Remote Support Onsite - Support Phone Support - Microsoft Office - Products Adobe - Products Other Line of Business Applications - PDF Conversion Tools - Peripheral Device Support (Printers, Scanners, etc.) - Hardware Support <i>Maintenance</i> ☑ Microsoft Patch Management ☑ 3rd Party Patch Management ☑ Scheduled Temporary File Deletions ☑ Malware Detection and Deletion ☑ Software Hardware Tracking/Inventory ☑ Virus Definition Updates and Prevention ☑ Printer Health Management <i>Monitoring</i> ☑ Drive Space Monitoring ☑ Backup Monitoring ☑ Spam Filtering ☑ Anti-Virus Monitoring Malware ☑ Monitoring Memory/Process ☑ Monitoring Health and Security ☑ Monitoring	<i>Support</i> - Remote Support - Onsite Support - Phone Support - Hardware Support - MS Office 365 - Email Support for email/sync with Office365 - Accounting Software – Network Support - GIS Information System Network Support <i>Maintenance</i> - User Account Administration - File Sharing Permission Administration - Security Administration - Microsoft Patch Management 3rd Party Patch Management - Malware Detection and Deletion - Virus Definition Updates and Prevention - SPAM Filtering <i>Monitoring</i> - Event Log Monitoring - Log File Monitoring - Drive Space Monitoring - Backup Monitoring - Spam Filtering - Anti-Virus Monitoring Malware - Monitoring Memory/Process - Monitoring Health and Security - Monitoring	<i>Support</i> - Remote Support - Onsite Support - Phone Support - Hardware Support <i>Maintenance</i> - ISP Management Switch - Management Router/Firewall - Management VPN - Management <i>Monitoring</i> - Router Intrusion Monitoring - Switch Monitoring - Bandwidth Monitoring - Health and Security Monitoring
Phone System Support ☑ Network Support for 8x8 VoIP ☑ 8x8 Vendor Management	Audio-Visual Support - Support for Video, Sound, Streaming, Conferencing - Onsite Support as needed	Other Services <i>CTO Services</i> 2 Onsite Visits Per Week - IT Assessments - Quarterly Service Reviews - Hardware Lifecycle Reviews - Business Continuity Planning - Annual Planning/Budgeting <i>IT Reporting and Administration</i> - Service Ticket Status - Asset Inventory - Project Status Updates - Network Health Reporting - Purchasing Support 3rd Party IT Vendor Management and Vetting

EXHIBIT "B" COMPENSATION

Detailed and Itemized Pricing: Summary of Flat – Fee Pricing

Your Flat- Monthly fee is \$9500/month and will include:

Managed IT Services [Page 13]

- ☒ Total Care for **50 – 60** Workstations
- ☒ Total Care for **10 – 15** Tablets
- ☒ Total Care for **1** Network Location
- ☒ Total Care for **1 – 2** Servers
- ☒ Audio Visual Support
- ☒ Phone System support
- ☒ CTO Services
- ☒ IT Reporting and IT Administration

Project and Network Remediation [Page 14]

- ☒ IT Assessment
- ☒ Network Remediation/Optimization
- ☒ Security Enhancements
- ☒ Added Features

Hardware and Software (Page 14)

- ☒ Monthly Onsite / Offsite Backup Disaster Recovery + BDR Appliance
- ☒ Anti-Virus software licensing and Asset Management

Pricing for adding units beyond allotted counts specified

- ☒ \$49.95/month per additional workstation (desktop or laptop)
- ☒ \$19.95/month per additional tablet
- ☒ \$299.95/month per additional server (physical or virtual)
- ☒ \$499.95/month per additional location and/or network

Detailed and Itemized Pricing: Service Exclusions

Unless otherwise indicated within *page 13 – Managed IT Services*, *page 14 – Project / Remediation*, or on *page 15 – summary of flat fee pricing*; costs may be quoted separately.

Important:

TWINTEL will always gain approval for any charges outside of the flat-fee agreement prior to commencing with the effort.

No surprise billing. Ever.

Further, TWINTEL encourages the Flat-Fee Model; so, hardware or software that requires regular support should be added to flat fee billing model where feasible. If new software or hardware will be introduced and require regular support; please inquire with us.

The following items may be quoted separately at a discounted rate of \$95/hour

- ☒ Equipment, Materials, or 3rd party (non-TWINTEL) recurring subscriptions of any kind
- ☒ Labor or materials used for non-managed workstations, non-managed servers, non-managed networks
- ☒ Labor or materials used for software not included within managed IT agreement
- ☒ Labor or materials used for structured cabling of any kind
- ☒ Labor or materials used for construction related work such as mounting or furniture assembling
- ☒ Labor or materials used for installation of new servers or virtual servers machine
- ☒ Labor or materials used for installation of new software on server or virtual server machine
- ☒ Labor or materials used for relocation of equipment within same building or new office building
- ☒ Labor or materials used for installing additional client workstations
- ☒ Labor or materials used for non-managed phone systems
- ☒ Labor or materials used for publication design, website design, or software programming of any kind
- ☒ Labor or materials used for new projects
- ☒ Labor or materials used while providing support for a client's personal or home (non-work place), device, software, server, network, of a client.
- ☒ Labor or materials used for mobile phone support that is not related to Office365, Google Business, Exchange Server, POP, or IMAP
- ☒ Labor or materials used for training end-users on the use of software.



Western Riverside Council of Governments

Administration & Finance Committee

Staff Report

Subject: Final Draft Fiscal Year 2018/2019 Agency Budget

Contact: Ernie Reyna, Chief Financial Officer, ereyna@wrcog.us, (951) 405-6740

Date: May 9, 2018

The purpose of this item is to provide Committee members with minor revisions to the final draft Budget for Fiscal Year 2018/2019 and request that the Committee recommend that the Executive Committee approve the final draft.

Requested Action:

1. Recommend that the Executive Committee approve the Final Draft Fiscal Year 2018/2019 Agency Budget, substantially as to form.

WRCOG's annual Budget is adopted every June by the General Assembly. Before adoption, the Budget is vetted through WRCOG's Committees for comment and direction. The Budget is segmented by Agency Departments: Administration, Energy, Environment, and Transportation. The General Fund is comprised of the Administration, Energy, and Environment Departments, while TUMF is part of the Special Revenue Fund. Each Department contains its own programs and has its own source of funds. Once the Budget has been vetted through the Committees, it is presented to the General Assembly as an "Agency-wide" Budget for adoption.

Budget Schedule

The draft Budget for Fiscal Year (FY) 2018/2019 will be presented according to the following schedule:

- April 11, 2018 – Administration & Finance Committee
- April 19, 2018 – Technical Advisory Committee
- April 26, 2018 – Finance Director's Committee
- May 7, 2018 – Executive Committee
- **May 9, 2018 – Administration & Finance Committee (final review)**
- May 17, 2018 – Technical Advisory Committee (final review)
- June 4, 2018 – Executive Committee (final review)
- June 21, 2018 – General Assembly (take action)

First Round Presented on April 11, 2018

The draft FY 2018/2019 Budget (Attachment 1) is presented by departments (Administration, Energy, Environment, and Transportation) with each department displaying their own programs.

The tab labeled "Administration Total" includes the default Administration Program. The majority of revenues for the Administration Program are generated by member dues. Budgeted expenditures include salaries and benefits of Administration employees, including the Executive Director and the staff in the Government

Relations, Administrative Services and Fiscal divisions. The Administration Program also includes WRCOG's lease, as well as audit, bank, legal, IT, and consulting fees. Expenditures have historically exceeded revenues in this Program so the Agency must charge overhead to the remaining departments to balance the budget. The overhead is determined during the creation of the budget and is simply the amount necessary to have revenues equal expenditures. The amount provided by the various departments will then be transferred out to the Administration Program to balance its budget.

Government Relations will continue to administer the BEYOND, Fellowship and Experience Programs with previously allocated carryover funds from excess PACE revenues.

The Energy Department includes the following Programs: PACE Residential; PACE Commercial; SoCal Edison Partnership; SoCal Gas Partnership; the Regional Streetlight Program; and Community Choice Aggregation (CCA).

The California (CA) HERO PACE Program has declined in revenues and volumes in FY 2017/2018 due to legislative tightening of consumer protections, potential market saturation, and other PACE providers entering the market. WRCOG anticipates a continued decrease in the CA HERO Program and has budgeted for a 40% decrease in revenues in FY 2018/2019. In prior years, WRCOG has had excess revenues from the PACE Programs, specifically the CA HERO Program, which have been used to build Agency reserves and fund other Agency and member activities (such as BEYOND, Fellowship, Grant Writing, Experience, etc.). At the end of FY 2017/2018, WRCOG anticipates \$1M in carryover revenues, which will be used to fund the CCA's budget for FY 2018/2019. For FY 2018/2019, WRCOG's PACE Programs will have a balanced budget with minimal anticipated excess revenues. In addition, WRCOG will be bringing in additional PACE providers and anticipates growth in the PACE commercial market in FY 2018/2019, which could potentially bring more revenues to the Agency.

The Regional Streetlight Program continues to move forward and will be self-sustaining in FY 2018/2019. The Streetlight Program will also recover some Program costs as cities have their loans funded. WRCOG anticipates \$480K to be recovered, which will pay back the General Fund for covering part of that Program's start-up costs.

The CCA Program also continues to move forward and anticipates it will be self-sustaining and generate revenues in the coming years, which will pay back the General Fund for the upfront costs.

The Environment Department includes the Solid Waste and Used Oil Programs, which receive state funding to provide services to WRCOG's member agencies. In FY 2017/2018, WRCOG introduced a new Litter Program, which was funded by Agency Carryover Funds and will continue into FY 2018/2019 with the unspent, previously allocated carryover funds budgeted in FY 2017/2018.

The Transportation Department includes the following Programs: Transportation Uniform Mitigation Fee (TUMF); the Grant Writing Program, which is funded by the Agency's carryover funds; Transportation Planning, funded by the State Local Transportation Fund (LTF); and the Clean Cities Program. The majority of revenues received in the Transportation Department come from the TUMF Program, which WRCOG anticipates will receive \$45M in revenues in FY 2018/2019.

The Agency's FY 2018/2019 total budget will present a higher total amount of revenues and expenditures than in previous years because staff will continue to include total TUMF revenue and total project expenditures in the budget. In past years, the only portion included for TUMF was the 4% Administration fee WRCOG received from the Program. The revenue and expenditures will continue to include 100% of the TUMF Program's total revenue and expenditures. Because of this additional amount for TUMF, total Agency revenue for FY 2017/2018, plus transfers from other departments for overhead, is projected to be \$58,937,742 against total Agency expenditures of \$53,678,061.

Second Round Update

Staff has presented the draft Budget for FY 2018/2019 through WRCOG's Committee structure, and is

presenting the draft Budget for a second time according to the above schedule. Based on discussions and comments from both staff and the Committees, the following are highlights of revisions made to the draft Budget since the first round review.

The Energy Department will reduce budgeted revenues for the HERO Program by an additional 15% from what was originally budgeted, based on the most recent trends in volumes and revenues. Spruce, a PACE provider through WRCOG, has ceased its PACE Program, so its budgeted revenues and expenditures have been removed accordingly.

At the April Administration & Finance Committee meeting, members requested that staff outline the additional / new benefits it had included in the draft Budget of FY 2018/2019. The following is a listing of potential recommendations to be included in WRCOG's benefits for FY 2018/2019:

- A match to a defined contribution retirement plan
 - o maximum 3% of gross pay ~ \$50,000 maximum
- Addition of a vision plan
 - o \$30 / person per month X 29 full-time employees (FTEs) ~ \$10,000
- Covering all family members for the dental plan
 - o \$56 increase / person per month X 29 FTEs ~\$20,000
- Developing a wellness benefit that would be led by a staff Wellness Committee. This item is still in development, with ideas that include employer-paid gym memberships.
 - o \$30 / person per month X 29 FTEs ~ \$10,000

In total, the Agency benefits have been increased by \$90,000 annually to be able to accommodate the additional benefits recommended based on the results of the Salary and Benefit study conducted by Koff & Associates. The above items represent a listing of potential additions to WRCOG's cafeteria plan that could be added; however, any amounts not used throughout the year would be reduced via a future quarterly budget amendment.

Prior Actions:

- April 26, 2018: The Finance Directors Committee received and filed.
- April 19, 2018: The Technical Advisory Committee received and filed.
- April 11, 2018: The Administration & Finance Committee received and filed.

Fiscal Impact:

All known and expected revenues and expenditures impacting the Agency have been budgeted for Fiscal Year 2018/2019, but will be continually updated throughout the budget process.

Attachment:

1. Draft Fiscal Year 2018/2019 Agency Budget.

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Item 5.A

Final Draft Fiscal Year 2018/2019
Agency Budget

Attachment 1

Draft Fiscal Year 2018/2019
Agency Budget

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**Western Riverside Council of Governments
Annual Budget
For the Year Ending June 30, 2019**

Total Agency

	Actual Thru 2/28/2018	Budget 6/30/2018	Proposed 6/30/2019
Revenues			
Member Dues	311,410	311,410	311,410
PACE Residential Revenue	761,851	1,150,771	560,000
WRELP Phase 2 Revenue	21,302	75,000	86,750
Statewide HERO Revenue	3,054,573	5,800,000	2,400,000
Gas Co. Prtnrshp Revenue	6,521	50,000	86,676
Samas Commercial Recording Revenue	-	23,350	30,000
WRCOG HERO-Recording Revenue	159,683	354,775	122,500
SAMAS Comm Recording Rev	557,200	1,000,350	600,000
Renovate Comm Recording Rev	-	700	7,500
Regional Streetlights Revenue	228,960	228,960	300,000
Solid Waste	95,304	117,100	95,000
Used Oil Grants	230,000	255,000	228,820
NW Clean Cities - Air Quality	119,000	137,500	132,500
LTF Revenue	726,000	726,000	675,000
RivTAM Revenue	28,851	25,000	150,000
General Assembly Revenue	18,800	300,000	300,000
Commerical/Service	70,016	101,097	110,645
Retail	85,501	118,867	130,094
Industrial	250,585	249,133	272,663
Residential/Multi/Single	652,436	1,045,779	1,144,551
Multi-Family	74,691	129,787	142,045
Commercial/Service - Non-Admin Portion	1,750,396	2,426,945	2,655,491
Retail - Non-Admin Portion	2,137,532	2,852,820	3,122,265
Industrial - Non-Admin Portion	6,264,615	5,979,195	6,543,923
Residential/Multi/Single - Non-Admin Portion	16,310,889	25,098,070	27,469,233
Multi-Family - Non-Admin Portion	1,867,263	3,114,890	3,409,088
Other Legal Recovery	-	-	500,000
RCHCA Overhead			52,724
FY 17/18 Carryover Funds Transfer in			945,845
Carryover Funds Transfer in	3,002,917	3,002,917	4,268,757
Overhead Transfer in	1,483,740	2,225,611	2,084,260
Total Revenues and Carryover Funds	40,270,598	57,350,026	58,937,742
Expenditures			
Wages and Benefits			
Salaries & Wages Fulltime	1,247,432	2,569,922	2,445,113
Salaries & Wages - Fellowship	247,089	392,000	542,586
Fringe Benefits	490,657	735,986	929,898
Overhead Allocation	1,483,740	2,225,611	2,084,260
Total Wages, Benefits and Overhead	4,340,513	5,923,519	6,001,857
General Operations			
Other Legal	198,078	250,000	500,000

General Legal Services	444,303	629,037	615,000
PERS Unfunded Liability	-	-	198,823
OPEB Expense	60,000	60,000	100,000
Audit Svcs - Professional Fees	20,200	27,500	27,500
Bank Fees	14,681	29,000	19,000
Commissioners Per Diem	35,100	62,500	62,500
Office Lease	147,228	427,060	400,000
WRCOG Auto Fuels Expenses	340	750	1,250
Parking Validations	4,558	5,010	27,550
Staff Recognition	-	1,210	800
Coffee and Supplies	1,026	200	3,000
Event Support	61,204	147,401	102,369
Program/Office Supplies	15,327	25,938	24,150
Computer Equipment/Supplies	6,396	9,886	8,000
Computer Software	22,016	28,402	30,000
Rent/Lease Equipment	18,393	35,100	30,000
Membership Dues	17,122	32,100	33,000
Meeting Support Services	6,051	18,184	9,681
Postage	4,721	4,890	6,015
Other Household Exp	(1,578)	4,250	750
COG HERO Share Expenses	9,550	25,000	15,000
Storage	11,296	11,000	16,000
Printing Services	1,426	16,462	4,607
Computer Hardware	1,692	4,288	14,100
Misc. Office Equipment	688	688	1,000
Communications - Regular Phone	11,077	9,209	15,000
Communications - Cellular Phones	7,127	13,617	21,000
Communications - Computer Services	36,504	62,452	57,500
Communications - Web Site	7,312	8,465	8,000
Equipment Maintenance - General	5,737	10,000	10,000
Equipment Maintenance - Comp/Software	11,662	26,200	21,000
Insurance - Gen/Busi Liab/Auto	66,801	73,520	79,850
PACE Residential Recording	858,248	1,354,775	727,500
Seminars/Conferences	7,688	18,853	13,150
General Assembly Expenses	20,491	300,000	300,000
Travel - Mileage Reimbursement	12,643	23,809	23,600
Travel - Ground Transportation	2,327	8,083	4,800
Travel - Airfare	9,090	22,741	11,500
Lodging	6,764	12,346	8,750
Meals	3,798	8,301	8,150
Other Incidentals	6,448	10,023	9,950
Training	6,302	11,800	9,250
OPEB Repayment	-	71,053	71,053
Supplies/Materials	-	63,426	34,168
Advertising Media - Newspaper Ad	-	19,000	2,000
Advertisement Radio & TV Ads	51,025	51,571	49,500
Staff Education Reimbursement	2,500	25,000	12,500
Consulting Labor	1,340,990	4,302,555	3,102,373
TUMF Project Reimbursement	10,659,201	39,000,000	38,000,000
BEYOND Program REIMB	512,405	2,052,917	2,799,015
Computer Equipment/Software	14,608	44,877	3,500
Office Furniture Purchased	312,500	312,500	20,000
Misc Equipment Purchased	2,816	2,816	3,000

Total General Operations	15,093,990	50,159,710	47,676,204
Total Expenditures and Overhead	19,434,503	56,083,229	53,678,061

Name	Title	Percent
Rick Bishop	Executive Director	100%
Chris Gray	Director of Transportation	100%
Ernie Reyna	Chief Financial Officer	100%
Barbara Spoonhour	Director of CCA	100%
Casey Dailey	Director of Energy & Environment	100%
Chris Tzeng	Program Manager- Transportation	100%
Andrew Ruiz	Program Manager - Fiscal	100%
Tyler Masters	Program Manager - Streetlights	100%
Michael Wasgatt	Program Manager - Energy	100%
Crystal Adams	Program Manager - Energy	100%
Janis Leonard	Program Manager - Office	100%
Lupe Lotman	Staff Analyst I - Energy	100%
Sam Amphonphong	Senior Analyst - Fiscal	100%
Dolores Badillo	Staff Analyst I - Environment	100%
Kyle Rodriguez	Staff Analyst I - Environment	100%
Daniel Ramirez-Cornejo	Program Manager - TUMF	100%
Jessica May	Staff Analyst -TUMF	100%
Sofia Perez	Staff Analyst I - Energy	100%
Andrea Howard	Program Manager - Gov't Affairs	100%
Cynthia Mejia	Staff Analyst I - Gov't Affairs	100%
Suzy Nelson	Staff Analyst I - Office	100%
Anthony Segura	Staff Analyst I - Energy	100%
Jairo Sandoval Toranzo	Staff Analyst I - Energy	100%
Ichelle Acosta	Staff Technician - Energy	100%
Meredith Sumenek	Staff Technician - Energy	100%
LaNeice Potter	Staff Technician - Call Center	100%
Victoria Gracia	Staff Technician -Call Center	100%
Daniel Soltero	Staff Analyst I - Streetlights	100%
Vacant	Staff Analyst I - Gov't Affairs	100%



Western Riverside Council of Governments
Annual Budget
For the Year Ending June 30, 2019

Total Administration Budget			
Revenues	Actual Thru 2/28/2018	Budget 6/30/2018	Proposed 6/30/2019
Member Dues	311,410	311,410	311,410
General Assembly Revenue	18,800	300,000	300,000
RCHCA Overhead			52,724
Total Revenues	332,280	611,410	664,134
 Overhead Transfer in	 1,483,740	 2,225,611	 2,084,260
 Total Revenue and Overhead	 1,816,020	 2,837,021	 2,748,394
 Expenditures	 Actual Thru 2/28/2018	 Budget 6/30/2018	 Proposed 6/30/2019
Wages and Benefits			
Salaries & Wages - Fulltime	443,558	863,140	631,095
Fringe Benefits	187,563	281,344	277,903
Total Wages & Benefits	1,484,595	1,144,484	908,998
 General Operations			
General Legal Services	38,129	75,000	75,000
PERS Unfunded Liability	-	-	198,823
OPEB Expense	60,000	60,000	100,000
Audit Svcs - Professional Fees	20,200	27,500	27,500
Bank Fees	75	2,000	2,000
Commissioners Per Diem	34,650	60,000	60,000
Office Lease	147,228	427,060	400,000
WRCOG Vehicle Expenses	340	750	1,250
Parking Validations	2,583	1,225	20,000
Employee Wellness	-	800	800
Coffee and Supplies	1,026	-	3,000
Event Support	27,328	63,429	65,000
Program/Office Supplies	12,701	10,000	15,500
Computer Equipment/Supplies	1,222	1,000	1,000
Computer Software	14,591	15,000	20,000
Rent/Lease Equipment	18,393	35,000	30,000
Membership Dues	16,039	25,000	30,000
Postage	1,285	1,279	2,500
Storage	-	1,000	1,000
Printing Services	163	-	150
Computer Hardware	49	1,000	11,000
Communications - Regular Phone	11,077	9,209	15,000
Communications - Cellular Phones	2,290	5,500	10,500
Communications - Computer Services	34,895	62,434	55,000
Communications - Web Site	7,312	6,865	8,000
Equipment Maintenance - General	5,737	10,000	10,000
Equipment Maintenance - Comp/Software	11,062	25,000	20,000
Insurance - Gen/Busi Liab/Auto	66,341	72,250	79,000

Seminars/Conferences	2,776	4,000	4,000
General Assembly Expenses	20,491	300,000	300,000
Travel - Mileage Reimbursement	391	2,500	2,500
Travel - Ground Transportation	196	1,500	1,000
Travel - Airfare	1,304	3,500	2,000
Lodging	323	3,000	1,000
Meals	625	2,000	3,000
Other Incidentals	366	1,000	1,000
Training	2,299	5,000	5,000
OPEB Repayment	-	71,053	71,053
Staff Education Reimbursement	2,500	25,000	12,500
Consulting Labor	149,587	130,968	151,320
Office Furniture Purchased	312,500	312,500	20,000
Misc Equipment Purchased	2,816	2,816	3,000
Total General Operations	1,050,699	1,909,783	1,839,396
Total Expenditures	2,535,294	3,054,267	2,748,394

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Name	Title	Percent
Rick Bishop	Executive Director	100%
Ernie Reyna	Chief Financial Officer	50%
Andrew Ruiz	Program Manager - Fiscal	60%
Janis Leonard	Program Manager - Office	100%
Sam Amphonphong	Staff Analyst II - Fiscal	100%
Suzy Nelson	Staff Analyst I - Administrative Assis	100%



**Western Riverside Council of Governments
Annual Budget
For the Year Ending June 30, 2019**

Total Environment Budget

	Actual Thru 2/28/2018	Budget 6/30/2018	Proposed 6/30/2019
Revenues			
Solid Waste	95,304	117,100	95,000
Used Oil Grants	230,000	255,000	228,820
Carryover Funds Transfer in			18,478
Total Revenues	325,304	372,100	342,298

	Actual Thru 2/28/2018	Budget 6/30/2018	Proposed 6/30/2019
Expenditures			
Wages and Benefits			
Salaries & Wages Fulltime	67,049	114,234	142,602
Fringe Benefits	18,370	27,555	42,419
Overhead Allocation	28,387	42,580	42,260
Total Wages, Benefits and Overhead	116,358	184,368	227,281

General Operations

General Legal Services	358	858	500
Parking Validations	195	285	250
Event Support	21,938	43,021	26,000
Program/Office Supplies	212	1,511	1,200
Membership Dues	-	1,000	500
Meeting Support Services	169	4,600	3,081
Storage	11,296	10,000	15,000
Printing Services	-	11,462	2,957
Communications - Cellular Phones	919	1,117	1,000
Insurance - Gen/Busi Liab/Auto	460	570	850
Seminars/Conferences	1,720	2,720	1,000
Travel - Mileage Reimbursement	1,844	3,109	3,100
Travel - Ground Transportation	175	400	250
Travel - Airfare	582	1,182	500
Lodging	966	1,269	750
Meals	-	200	200
Training	462	1,800	500
Supplies/Materials	-	28,359	5,879
Advertising Media - Newspaper Ad	-	4,000	2,000
Advertising- Billboard	-	3,000	-
Advertisement Radio & TV Ads	51,025	51,571	49,500
Total General Operations	93,088	187,733	115,017

Total Expenditures and Overhead	209,445	372,102	342,298
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Name	Title	Percent
Casey Dailey	Director of Energy & Environment	20%
Dolores Badillo	Staff Analyst I - Environment	100%
Kyle Rodriguez	Staff Analyst I - Environment	100%



**Western Riverside Council of Governments
Annual Budget
For the Year Ending June 30, 2019**

Total Transportation & Planning Budget

	Actual Thru 2/28/2018	Budget 6/30/2018	Proposed 6/30/2019
Revenues			
NW Clean Cities - Air Quality	119,000	137,500	132,500
LTF Revenue	726,000	726,000	675,000
RivTAM Revenue	25,000	25,000	150,000
Commerical/Service	70,016	101,097	110,645
Retail	85,501	118,867	130,094
Industrial	250,585	249,133	272,663
Residential/Multi/Single	652,436	1,045,779	1,144,551
Multi-Family	74,691	129,787	142,045
Commercial/Service - Non-Admin Portion	1,750,396	2,426,945	2,655,491
Retail - Non-Admin Portion	2,137,532	2,852,820	3,122,265
Industrial - Non-Admin Portion	6,264,615	5,979,195	6,543,923
Residential/Multi/Single - Non-Admin Portion	16,310,889	25,098,070	27,469,233
Multi-Family - Non-Admin Portion	1,867,263	3,114,890	3,409,088
Other Legal Recovery	-	-	500,000
Carryover Funds Transfer in (grant writing)	3,002,917	3,002,917	4,250,279
Total Revenues and Carryover Funds	33,336,848	45,407,999	50,707,779
Expenditures			
Wages and Benefits			
Salaries & Wages - Fulltime	188,311	440,270	717,575
Salaries & Wages - Fellowship	247,089	392,000	542,586
Fringe Benefits	63,894	95,842	232,685
Overhead Allocation	500,000	750,000	1,222,000
Total Wages, Benefits and Overhead	1,005,406	1,678,112	2,714,846
General Operations			
Other Legal	198,078	250,000	500,000
General Legal Services	36,801	180,453	57,000
Parking Validations	1,255	1,700	3,200
Event Support	1,137	5,000	2,283
Program/Office Supplies	1,256	2,350	1,750
Computer Equipment/Supplies	594	1,000	1,000
Meeting Support Services	3,083	3,994	1,100
Other Household Exp	213	250	250
Printing Services	1,263	5,000	1,500
Communications - Cellular Phones	1,264	4,000	4,000
Seminars/Conferences	635	2,700	1,650
Travel - Mileage Reimbursement	5,209	7,240	8,250
Travel - Ground Transportation	473	1,277	550
Travel - Airfare	970	2,750	1,000
Lodging	2,046	2,529	2,000
Meals	2,110	3,300	2,650
Other Incidentals	477	1,950	950

Supplies/Materials	-	1,750	2,000
Consulting Labor	344,616	1,522,114	1,407,786
TUMF Project Reimbursement	10,659,201	39,000,000	38,000,000
BEYOND Program REIMB	512,405	2,052,917	2,799,015
Total General Operations	11,776,443	43,418,024	42,797,934
Total Expenditures and Overhead	12,781,849	45,096,136	45,512,780

Name	Title	Percent
Chris Gray	Director of Transportation	100%
Ernie Reyna	Chief Financial Officer	40%
Chris Tzeng	Program Manager- Transportation	100%
Andrew Ruiz	Program Manager - Fiscal	30%
Tyler Masters	Program Manager - Street Light	50%
Daniel Ramirez-Cornejo	Program Manager - TUMF	100%
Jessica May	Staff Analyst -TUMF	100%
Andrea Howard	Program Manager - Gov't Affairs	100%
Cynthia Mejia	Staff Analyst I - Gov't Affairs	100%
Anthony Segura	Staff Analyst I - Energy	30%
Vacant	Staff Analyst I - Gov't Affairs	100%



**Western Riverside Council of Governments
Annual Budget
For the Year Ending June 30, 2019**

Total Energy Budget

	Actual Thru 2/28/2018	Budget 6/30/2018	Proposed 6/30/2019
Revenues			
PACE Residential Revenue	761,851	1,150,771	560,000
WREP Phase 2 Revenue	21,302	75,000	86,750
Statewide HERO Residential Revenue	3,054,573	5,800,000	2,400,000
Gas Co. Prtnrshp Revenue	6,521	50,000	86,676
PACE Commercial Revenue	-	23,350	30,000
PACE Residential Recording Rev	159,683	354,775	122,500
Statewide HERO Recording Revenue	557,200	1,000,350	600,000
PACE Commercial Recording Rev	-	700	7,500
Regional Streetlights Revenue	228,960	228,960	300,000
Total Revenues	4,792,426	8,732,906	4,193,426
Expenditures			
Wages and Benefits			
Salaries & Wages Fulltime	493,376	974,878	750,693
Fringe Benefits	195,809	293,714	295,945
Overhead Allocation	1,319,684	1,753,661	820,000
Total Wages, Benefits and Overhead	2,018,326	3,022,252	1,866,638
General Operations			
General Legal Services	234,383	280,565	332,500
Bank Fees	14,606	27,000	17,000
Commissioners Per Diem	450	2,500	2,500
Parking Validations	525	1,800	4,100
Event Support	10,802	35,951	9,086
Program/Office Supplies	1,052	11,986	5,450
Computer Equipment/Supplies	3,887	7,193	6,000
Computer Software	7,275	12,351	10,000
Membership Dues	480	3,750	1,000
Meeting Support Services	282	5,807	5,000
Postage	3,025	2,431	3,515
Other Household Exp	443	2,000	500
COG HERO Share Expenses	9,550	25,000	15,000
Computer Hardware	1,643	3,288	3,100
Misc. Office Equipment	688	688	1,000
Communications - Cellular Phones	2,654	3,000	5,500
Communications - Computer Services	1,609	18	2,500
Equipment Maintenance - Comp/Software	600	1,200	1,000
PACE Recording Fees	858,248	1,354,775	727,500
Seminars/Conferences	1,925	6,933	5,500
Travel - Mileage Reimbursement	4,392	10,358	7,750
Travel - Ground Transportation	720	4,728	1,500
Travel - Airfare	5,081	13,382	6,000
Lodging	2,116	5,340	3,000

Meals	444	2,536	1,300
Other Incidentals	5,605	6,215	8,000
Training	3,541	5,000	3,750
Supplies/Materials	-	33,317	26,289
Consulting Labor	716,470	2,129,125	1,043,267
Computer Equipment/Software	2,346	6,202	3,500
Total General Operations	1,903,134	4,033,614	2,262,107
Total Expenditures and Overhead	3,921,460	7,055,866	4,128,745

Name	Title	Percent
Ernie Reyna	Chief Financial Officer	10%
Barbara Spoonhour	Director of CCA	20%
Casey Dailey	Director of Energy & Environment	80%
Andrew Ruiz	Program Manager - Fiscal	10%
Tyler Masters	Program Manager - Street Light	15%
Michael Wasgatt	Program Manager - Energy	100%
Crystal Adams	Program Manager - Energy	100%
Lupe Lotman	Staff Analyst I - Energy	100%
Sofia Perez	Staff Analyst I - Energy	100%
Anthony Segura	Staff Analyst I - Energy	70%
Jairo Sandoval Toranzo	Staff Analyst I - Energy	100%
Ichelle Acosta	Staff Technician - Energy	100%
Meredith Sumenek	Staff Technician - Energy	100%
LaNeice Potter	Staff Technician - Call Center	100%
Victoria Gracia	Staff Technician -Call Center	100%
Daniel Soltero	Staff Analyst I - Streetlights	100%



**Western Riverside Council of Governments
Annual Budget
For the Year Ending June 30, 2019**

Program: CCA

	Actual Thru 2/28/2018	Budget 6/30/2018	Proposed 6/30/2019
Revenues			
Carryover Funds Transfer In			945,845
Total Revenues	-	-	945,845

	Actual Thru 2/28/2018	Budget 6/30/2018	Proposed 6/30/2019
Expenditures			
Wages and Benefits			
Salaries & Wages Fulltime	55,139	177,401	203,148
Fringe Benefits	25,021	37,531	80,947
Total Wages, Benefits and Overhead	80,159	214,933	284,095

General Operations

General Legal Services	134,633	92,161	150,000
Program/Office Supplies	107	91	250
Membership Dues		1,500	1,500
Meeting Support Services	283	283	500
Seminars/Conferences	632	2,500	1,000
Travel - Mileage Reimbursement	806	602	2,000
Travel - Ground Transportation	764	178	1,500
Travel - Airfare	1,152	1,927	2,000
Lodging	1,313	208	2,000
Meals	619	265	1,000
Consulting Labor	130,318	509,983	500,000
Total General Operations	270,627	644,522	661,750

Total Expenditures and Overhead	350,786	859,455	945,845
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Name	Title	Percent
Barbara Spoonhour	Director of CCA	80%
Tyler Masters	Program Manager - Streetlights	35%

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Western Riverside Council of Governments

Administration & Finance Committee

Staff Report

Subject: Experience Regional Innovation Center Feasibility Analysis Update

Contact: Andrea Howard, Program Manager, ahoward@wrcog.us, (951) 405-6751

Date: May 9, 2018

The purpose of this item is to provide an update on the Feasibility Analysis for Experience, the concept of a regional innovation center, which would provide a host of community resources, promote sustainable practices, and showcase the assets and capabilities of the subregion.

Requested Action:

1. Receive and file.

Background

Western Riverside County is one of the fastest growing subregions in the State of California and the United States. During past WRCOG visioning efforts, subregional leaders identified six interrelated components critically important to achieving a premier quality of life in Western Riverside County, and incorporated these into the WRCOG Economic Development & Sustainability Framework (the Framework), which serves as a guide to grow strategically and achieve a vibrant and livable community. The six Framework goal areas pertain to: 1) Economic Development; 2) Water and Wastewater; 3) Education; 4) Health; 5) Transportation; and 6) Energy and the Environment.

In 2016, staff introduced the concept of Experience, envisioned as a vibrant, regional center with a variety of visitor attractions that could also serve as a sustainability demonstration center, innovation hub, business incubator, and more. The aim of Experience is to showcase the assets and capabilities of inland southern California while serving community needs and advancing the Framework goal areas. Experience would be designed to draw audiences for a variety of purposes by including such elements as an education center, community farm, water efficient garden, walking loop, amphitheater, farm-to-fork café, and other public assets. Once at Experience, visitors would be exposed to best practices in water and energy, emerging technology, employment prospects, and more. Experience would borrow inspiration from similar concepts from across the globe including, but not limited to:

- Los Angeles Cleantech Incubator (LACI) – Los Angeles, CA
- The Frontier Project – Rancho Cucamonga, CA
- Southern California Edison Energy Education Center – Irwindale, CA
- Alegria Farms – Irvine, CA

Feasibility Analysis

On October 2, 2017, the Executive Committee authorized staff to enter into a contract not to exceed \$249,823, with PlaceWorks consultants to perform a comprehensive Feasibility Analysis of the Experience concept. The Analysis scope includes thorough research of relevant models, a demand analysis for the center and program elements, analysis of up-to four potential sites, analysis of governance options and partnership opportunities,

financial analysis, and a final Feasibility Analysis with recommendation(s). Additionally, the Analysis would review potential funding partners and mechanisms to ensure a viable implementation plan for Experience, should it be found feasible to move forward.

Staff and consultants held an internal kick-off meeting on October 16, 2017, to discuss the goals and visions, as well as potential sites to include in the Analysis, and the formation of an advisory Steering Committee. The Steering Committee is scheduled to convene six times during the course of the Analysis to weigh in on the process and findings through August 2018, when the Analysis is scheduled to conclude. The Steering Committee is composed of members from the Executive Committee, who volunteered to serve in this role, in response to an email solicitation to all members. Additionally, staff invited a variety of stakeholders, including member agency staff, utility partners, and university representatives, to participate on the Steering Committee.

Steering Committee Meeting #1

On Monday, January 22, 2018, the Steering Committee convened its first meeting. The meeting began with an introduction to the Experience concept and review of some of the relevant models to provide Steering Committee participants with an idea of the variety of programming features others have instituted in the areas of education, community services, research, and economic development. Attendees then engaged in a discussion of the goals for Experience, building from the list staff and consultants drafted at the kick-off meeting. Meeting notes are provided as Attachment 1.

Steering Committee Meeting #2

The second Experience Steering Committee convened on Monday, February 26, 2018, in Rancho Cucamonga. Three presenters from regional models shared their experiences from the Lyle Center at Cal Poly Pomona, the Los Angeles Cleantech Incubator, and the Cucamonga Valley Water District's Frontier Project. Attendees asked the presenters questions to identify relevant lessons to apply to Experience. Meeting notes are included as Attachment 2.

Steering Committee Meeting #3

On Monday, March 19, 2018, the Steering Committee convened for its third meeting. The meeting included a presentation from University of California, Riverside (UCR) and Eastern Municipal Water District (EMWD) on partnership opportunities for Experience, with a particular focus on educational institutions at all levels (K-12 to University). UCR has several programs and research areas which could be synergistic with Experience, including sustainability innovations through the Bourns College of Engineering – Center for Environmental Research and Technology (CE-CERT). Similarly, EMWD shared success stories piloting various educational partnership models.

Meeting participants then reviewed and refined the Experience Mission Statement, the first draft of which was borne out of discussions in the first Steering Committee meeting. Finally, participants engaged in a thoughtful discussion on the program elements to include in the next phase of the Experience analysis. Meeting notes are included as Attachment 3.

Steering Committee Meeting Schedule

The Steering Committee was originally scheduled to meet for the fourth time in May, but due to Steering Committee participant conflicts, the next meeting has been postponed to June. The list below summarizes the topics and provides dates for each of the remaining Steering Committee meetings.

- June 18, 2018: Meeting #4, Site assessment and demand analysis
- July 23, 2018: Meeting #5, Alternative governance, operations, and partnerships
- August 20, 2018: Meeting #6, Final recommendations

Meetings with Host Site Jurisdictions

To support the analysis, staff and consultants are meeting one-on-one with the host site jurisdictions: Eastern Municipal Water District and City of Perris, the City of Temecula, and the City of Riverside. One-on-one meetings and site tours will take place over the next month; information gathered at these meetings will be incorporated into the demand analysis currently underway and subsequent phases on the Feasibility Analysis. At the June 18, 2018, Steering Committee meeting, the project team and jurisdictional staff will present on the host site options and the demand analysis findings.

Staff will provide regular updates to WRCOG Committees for the duration of the Analysis.

Prior Actions:

April 19, 2018: The Technical Advisory Committee received and filed.

April 11, 2018: The Administration & Finance Committee tabled for next month's meeting.

Fiscal Impact:

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

Attachments:

1. Steering Committee Meeting #1 Notes.
2. Steering Committee Meeting #2 Notes.
3. Steering Committee Meeting #3 Notes.

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Item 5.B

Experience Regional Innovation
Center Feasibility Analysis Update

Attachment 1

Steering Committee Meeting #1
Notes

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Feasibility Study for EXPERIENCE - A Regional Innovation Center

Steering Committee Meeting #1 Summary
January 22, 2018 | 11:00 AM - 1:00 PM

Project Contact: Andrea Howard, Senior Analyst, ahoward@wrcog.us, (951) 405-6751

Steering Committee:

Executive Committee Members: Debbie Franklin, City of Banning; Adam Rush, City of Eastvale; Laura Roughton, City of Jurupa Valley; Kelly Seyarto, City of Murrieta; Rusty Bailey, City of Riverside; Kevin Bash, City of Norco; Dr. White, Riverside County Superintendent of Schools

Member Agency Staff: Grace Williams, City of Perris; Lea Deesing, City of Riverside; Sherry Shimoshock, City of Riverside; Matt Peters, City of Temecula; Jolene Walsh, Eastern Municipal Water District (EMWD); Danielle Coates, EMWD; Melanie EMWD

Regional Stakeholders: Joanna Chang, Southern California Edison; Jeff Lawler, Southern California Gas Company (SoCalGas); Ana Aceves, SoCalGas; Alexandra Orozco, University of California, Riverside (UCR); Nicole Davis, UCR

Staff and Consultants: Rick Bishop, WRCOG; Jennifer Ward, WRCOG; Tyler Masters, WRCOG; Andrea Howard, WRCOG; Cynthia Mejia, WRCOG; Amber Bolden, WRCOG; Huyen Bui, WRCOG; Alexa Washburn, National CORE; Karen Gulley, PlaceWorks; Scott Ashlock, PlaceWorks; Eric Carbonnier, HMC Architects

Experience - Origin and Current Ideas:

In 2010, WRCOG adopted the Sustainability Framework, which recognized six interrelated goal areas for achieving a high quality of life and regional economic growth: transportation, water and waste water, energy and environment, economic development, health, and education. The concept of Experience is a physical manifestation of the Framework that would contain various elements that advance the Framework Goals.

To achieve this goal, WRCOG envisions that Experience would draw audiences for a variety of purposes by including such elements as an education center, community farm, water efficient garden, walking loop, amphitheater, farm-to-fork café, and other public assets. Once at Experience, visitors would be exposed to best practices in water and energy, emerging technology, employment prospects, and more.



Purpose of this Study - Future Path for EXPERIENCE:

On October 2, 2017, WRCOG's Executive Committee approved a contract with PlaceWorks consultants to perform a Feasibility Analysis (the Analysis). The Analysis will explore the viability of bringing Experience to Western Riverside County. The analysis will begin with a review of relevant models to identify the program elements that would be desired for Experience. PlaceWorks will perform an opportunity and constraints analysis of the potential host sites and develop a demand analysis for the center and develop a set of options for the potential governance structure. Finally, the analysis components will be assessed together to determine overall feasibility.

Role of the Steering Committee:

The Steering Committee will provide valuable insights and feedback at each step of the Analysis. The meetings have been strategically scheduled to coincide with major milestones, and participants will be encouraged to provide valuable information to shape the direction and conclusion of the Analysis.

Timeline:

The Analysis will span ten months, beginning in October 2017 and concluding in July 2018. The full timeline is listed in the Meeting 1 Presentation slides.

Background on Other Relevant Models:

PlaceWorks presented several relevant models, providing a spectrum of ideas for potential elements to include in the Experience analysis, from examples across the County. These relevant models are listed in the Table of Relevant Models. Three of the models were also featured in a short compilation video played during the meeting, which can be viewed [here](#).

Goal Setting by the Committee:

Initial working goals for Experience were shared with the Committee as a starting point for discussion. Over the course of an hour, members provided a variety of ideas and desires for what EXPERIENCE could be and how it could function. Below are the Initial Working Goals with comments incorporated, followed by a summary of the additional goals born from the discussion.

Initial Working Goals: EXPERIENCE should...

1. Benefit all WRCOG organizations and the communities served
2. Be tied to WRCOG's mission
3. Support WRCOG's Economic Development and Sustainability Framework
4. Not resemble a monument, but a place that engages, educates and motivates people
5. Be relevant to what's important to the region – a sustained public benefit
6. Be financially feasible from construction to operations and maintenance overtime
7. Have a high-level of performance for program elements and the facilities, which should be tracked and evaluated
8. Provide multiple reasons to visit through a wide variety of cohesive activities that result in returning visitors
9. Be innovative, cutting-edge, and provide a rotation of forward-thinking displays, events, and activities
10. Incorporate best practices for water and energy efficiency, sustainable building design, and business strategy
11. Empower the community to adopt techniques/take action

12. Provide visitors with a unique experience that encapsulates the region
13. Be embraced by both the public and private sector – encouraging partnerships and collaboration

Committee Discussion: EXPERIENCE should...

1. Provide economic development opportunities for individuals and businesses
 - Prepare people for jobs in the subregion
 - Be attractive to businesses (to locate there or partner with)
 - Be a central place to access information/resources (for companies considering moving to Riverside or for start-up companies)
2. Not be a Monument
 - It should not just showcase what WRCOG has done
 - It must be relevant over time
 - The building design should reflect the energy/resource conserving technologies and tell a story (function over form)
3. Be accessible by all modes of transportation (e.g., car, bus, train, pedestrians, cyclists) and all segments of the population (low income, rural/urban, non-English speaking, multiple ages, etc.)
4. Tell the story of Western Riverside County by showcasing the region's current assets/successes. This should also include promoting the vision for Western Riverside County through visual simulations or other techniques.
 - Showcase uniqueness of region (what it has to offer) and tap into international opportunities to showcase (sister-cities)
 - Include futuristic "look" at trends Riverside County will likely experience, how these trends may change the region, and how we can prepare
 - Incorporate museum features w/revolving exhibits – see Catalina Island
 - Include space for each jurisdiction/partner to have exhibit
 - Promote region – every nook should tell a story
 - Showcase best practices that the region wants to see happen w/ new development
 - Paint the story of sustainability in Riverside County – for new businesses
 - Have a way to bring in new partners
 - Share success stories – WRCOG and others, showcase start-ups
 - Riverside County is a series of PLACES – tie them together with the EXPERIENCE concept
5. Compliment UC Riverside and Cal Poly Pomona sustainability and regenerative studies research (agricultural living labs, solar/micro grids)
6. Be accessible to everyone in the community – be affordable and open to the public
7. Accommodate large and small audiences
8. Provide interactive educational opportunities for all ages
 - Tactile
 - Education for children
 - SoCalGas – see demo in Downey: education on kitchen technology
 - "Inspiration center" – youth (tech playground), improve on Discovery Science Center model
 - Experience Water, Experience Health, Experience Education, etc. – based on Framework plan, could be located throughout

- See Discovery Cube – Sylmar
- 9. Serve as a centralized resource and information center for the region
 - Central place for accessing information – utility rebates, info on WRCOG partners, non-profit groups, community health, start-up companies, resource center
 - Include liaison services – permitting, accounting, legal

Committee Input on the Mission for EXPERIENCE:

Following a thorough discussion of goals, attendees were introduced to four mission statements from relevant models to initiate a first discussion on establishing a mission for Experience. Below is a summary of the discussion.

1. To build a regenerative future, EXPERIENCE must:
 - Be Proactive
 - Educate
 - Familiarize
 - Promote
 - Encourage
 - Inspire
 - Connect
2. Make our motivation clear

Item 5.B

Experience Regional Innovation
Center Feasibility Analysis Update

Attachment 2

Steering Committee Meeting #2
Notes

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Project Contact: Andrea Howard, Senior Analyst, ahoward@wrcog.us, (951) 405-6751

Steering Committee:

Executive Committee Members: Debbie Franklin, City of Banning; Adam Rush, City of Eastvale; Laura Roughton, City of Jurupa Valley; Kelly Seyarto, City of Murrieta; Rusty Bailey, City of Riverside; Kevin Bash, City of Norco; Ron Sullivan, Eastern Municipal Water District; Dr. White, Riverside County Superintendent of Schools

Member Agency Staff: Clara Miramontes, City of Perris; Grace Williams, City of Perris; Lea Deesing, City of Riverside; Sherry Shimoshock, City of Riverside; Luke Watson, City of Temecula; Matt Peters, City of Temecula; Jolene Walsh, Eastern Municipal Water District (EMWD); Danielle Coates, EMWD; Melanie EMWD

Regional Stakeholders: Joanna Chang, Southern California Edison; Jeff Lawler, Southern California Gas Company (SoCalGas); Ana Aceves, SoCalGas; Jennifer Vaughn, SoCalGas; Alexandra Orozco, University of California, Riverside (UCR); Nicole Davis, UCR

Staff and Consultants: Rick Bishop, WRCOG; Jennifer Ward, WRCOG; Andrea Howard, WRCOG; Huyen Bui, WRCOG; Alexa Washburn, National CORE; Karen Gulley, PlaceWorks; Eric Carbonnier, HMC Architects

Advisors: Dr. Kyle Brown, Lyle Center for Regenerative Studies; Mike Swords, Los Angeles Cleantech Incubator (LACI); Kristeen Farlow, Frontier Project

Experience – Concept and Origin:

WRCOG envisions that Experience would draw audiences for a variety of purposes by including such elements as an education center, community farm, water efficient garden, walking loop, amphitheater, farm-to-fork café, and other public assets. Once at Experience, visitors would be exposed to best practices in water and energy, emerging technology, employment prospects, and more.

In 2010, WRCOG adopted the Sustainability Framework, which recognized six interrelated goal areas for achieving a high quality of life and regional economic growth: transportation, water and waste water, energy and environment,



economic development, health, and education. Experience would be a physical space to explore and grow the subregion's work to advance the Framework Goals.

Purpose of this Study - Future Path for Experience:

On October 2, 2017, WRCOG's Executive Committee approved a contract with PlaceWorks consultants to perform a Feasibility Analysis (the Analysis). The Analysis will explore the viability of bringing Experience to Western Riverside County, by refining the projects goals and conducting a review of relevant models to identify the program elements that would be desired for Experience, performing an opportunities and constraints analysis of the potential host sites, developing a demand analysis for the center and a set of options for the potential governance structure, and finally, assessing the analysis components together to determine overall feasibility.

Role of the Steering Committee:

The Steering Committee will provide valuable insights and feedback at each step of the Analysis. The meetings have been strategically scheduled to coincide with major milestones, and participants will be encouraged to provide valuable information to shape the direction and conclusion of the Analysis.

Timeline:

The Analysis will span ten months, beginning in October 2017 and concluding in July 2018. The full timeline is listed in the Meeting 1 Presentation slides.

Meeting #1 Review:

The Steering Committee met for the first time on January 22, 2017. At the meeting, attendees received a thorough introduction to the Experience concept; learned of relevant models across the globe, from which Experience could draw inspiration and knowledge; discussed goals for Experience. Among the goals discussed, attendees expressed that Experience should be synergistic with WRCOG and the surrounding community (including k-12 education, colleges and universities, and businesses); Experience should provide region-wide economic and social benefits, and spur economic growth, especially by fostering economic opportunity; and Experience should tell the story of Western Riverside County—what the subregion has to offer and where it is going. Finally, the Committee initiated a discussion to draft the Mission for Experience.

Model Site Representative Presentations:

Representatives from three Southern California models: the Lyle Center for Regenerative Studies at Cal Poly Pomona, the Los Angeles Cleantech Incubator (LACI), and the Cucamonga Valley Water District's Frontier Project, presented an overview of their programs and fielded questions from attendees regarding logistics and operations.

These models provided a good sampling of the diversity that exists among these centers. The Lyle Center was an early example of sustainable development and living, modeling practices which later informed the LEED certification process. It is built on a 16-acre campus at Cal Poly Pomona and is an affiliate of the University, designed with the mission to make a "collective impact toward a sustainable future." The Lyle Center meets its goals largely through student and faculty

driven work to provide education and demonstrations, perform research, and conduct community outreach. The Center receives approximately 57% of the \$550,000 annual operating expense from State allocation, and the remaining 43% from grants, endowment, and individual donations.

LACI is an entrepreneurial incubator located at the cutting-edge, 60,000 square foot La Kretz Innovation Campus, owned by Los Angeles Department of Water and Power (LADWP). LACI is an independent nonprofit born out of a Public Private Partnership with the City of LA and LADWP. It operates under the mission to create an inclusive green economy for the City and LA region. Since 2011, LACI has served more than 70 start-ups, created more than 2,000 jobs, generated \$214 M in revenue and generated \$335 M in economic benefit for the City.

The Frontier Project was developed out of a need for the CVWD for more office space and a desire to create an additional space to demonstrate water efficient best practices to the community by creating a regional destination. Opened in 2009, the 14,000 square foot building has office space, a technology gallery, conference space, demonstration kitchen, green roof, landscape demonstration, and is LEED Platinum. The Frontier project hosts regular meetings and events and is home to the Water Works Association.

Of particular note, the speakers provided these insights:

- Given the chance to change the course of development for the Lyle Center, Dr. Brown reported that he would give greater focus to areas where a significant impact could be made. . In recent years they have shifted their focus on working with the community, particularly Pomona Unified.
- Dr. Brown also noted the challenges of being a part of the university: 1) grants received have to flow through various departments which adds an additional layer of bureaucracy; and 2) they struggle to be entrepreneurial.
- Representatives from both LACI and the Frontier project reported that their event and meeting spaces, and LACI's co-working space cannot accommodate the demand they see in terms of physical size. They recommended capacity somewhere between 300 – 400 people.
- Mr. Swords shared that while the La Kretz Innovation Campus is a significant asset, the majority of the entrepreneurs they host report that the greatest benefit of working with LACI is the opportunity to work with the Executives in Residence. Additionally, Mike shared that prior to the opening of La Kretz, LACI operated as an incubator for four years and was named the #3 incubator in the world according to University Business Incubators, emphasizing that the programming drove the success of LACI.
- Mr. Swords also noted that the success of LACI was in part a function of strategic partnerships with the Mayor's Office, County Office, LA Department of Water & Power (LADWP), State of California, Federal Government, Port of Los Angeles, Metro, Metropolitan Water District (MWD), Southern California Edison (SCE), Financial institutions (JP Morgan, Wells Fargo), and Universities (UCLA, USC, Caltech, Cal State Northridge), JPL, Los Angeles County Economic Development Corporation (LAEDC), LA Chamber of Commerce, LA Business Council (LABC), and Industry partners.
- In contrast, Ms. Farlow shared that the Frontier Project struggled to meet its funding targets because it did not have a clearly defined mission and purpose at its onset, while it set-out to be an educational resource, that was not specific and compelling enough to attract supporters.

- Representative from each Center noted staff size: The Lyle Center has a staff of 3 not including faculty, LACI 30, and Frontier 1. This is relevant in relationship to regional impact and Center success.
- All three speakers acknowledged the challenge of any building or grounds staying relevant in terms of the demonstration technology being displayed. The advice from LACI was to have a broader mission, such as inventing and building hardware which by definition adapts overtime. Dr. Brown noted that the Lyle Center was built on the principles of regeneration, not on solutions, and therefore is more timeless.

The meeting slides, including speaker slides, are included as an attachment to this summary.

Item 5.B

Experience Regional Innovation
Center Feasibility Analysis Update

Attachment 3

Steering Committee Meeting #3
Notes

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Steering Committee:

Executive Committee Members: Council Member Debbie Franklin, City of Banning; Council Member Adam Rush, City of Eastvale; Council Member Laura Roughton, City of Jurupa Valley; Council Member Kelly Seyarto, City of Murrieta; Mayor Rusty Bailey, City of Riverside; Council Member Kevin Bash, City of Norco; Director Ron Sullivan, Eastern Municipal Water District; Dr. Judy White, Riverside County Superintendent of Schools

Member Agency Staff: Clara Miramontes, City of Perris; Grace Williams, City of Perris; Brian Muhi, City of Perris; Al Zelinka, City of Riverside; Rafael Guzman, City of Riverside; Lea Deesing, City of Riverside; Sherry Shimshock, City of Riverside; Luke Watson, City of Temecula; Matt Peters, City of Temecula; Paul Jones Eastern Municipal Water District (EMWD); Jolene Walsh, EMWD; Danielle Coates, EMWD; Melanie Nieman EMWD; Mike Barney, Riverside County Office of Education; Rohan Kuruppu, Riverside Transit Agency

Regional Stakeholders: Joanna Chang, Southern California Edison; Ana Aceves, Southern California Gas Company (SoCal Gas); Jennifer Vaughn, SoCal Gas; Melisa Marks, SoCal Gas; Alexandra Orozco, University of California, Riverside (UCR); Nicole Davis, UCR; Dianne Leibrandt, Riverside University Health System – Public Health

Staff and Consultants: Rick Bishop, WRCOG; Jennifer Ward, WRCOG; Andrea Howard, WRCOG; Anthony Segura, WRCOG; Cynthia Mejia, WRCOG; Huyen Bui, WRCOG; Alexa Washburn, National CORE; Karen Gulley, PlaceWorks; Eric Carbonnier, HMC Architects

Experience – Concept and Origin:

WRCOG envisions that Experience would draw audiences for a variety of purposes by including such elements as an education center, community farm, water efficient garden, walking loop, amphitheater, farm-to-fork café, and other public assets. Once at Experience, visitors would be exposed to best practices in water and energy, emerging technology, employment prospects, and more.

In 2010, WRCOG adopted the Sustainability Framework, which recognized six interrelated goal areas for achieving a high quality of life and regional economic growth: transportation, water and waste water, energy and environment,



economic development, health, and education. Experience would be a physical space to explore and grow the subregion's work to advance the Framework Goals.

Meeting #2 Review:

The Steering Committee held its second meeting on February 26, 2018. At the meeting, representatives from three Southern California model facilities—the Lyle Center for Regenerative Studies at Cal Poly Pomona, the Los Angeles Cleantech Incubator (LACI), and the Cucamonga Valley Water Districts' Frontier Project—presented an overview of their programs and fielded questions from attendees regarding logistics and operations.

Attendees shared their reflections of the meeting. Sherry Shimshock noted the speakers' stories conveyed the importance of having a clearly defined mission, and identified financial partners who are in alignment with that mission. Director Sullivan, recounted the speakers' emphasis that the facilities be made sufficiently large for future demand, with the ability to accommodate upwards of 300 people. Other commenters noted that the partnership LACI has with the Los Angeles Department of Water and Power (DWP), is a potential model to emulate, in which there is long-term shared occupant in the building with a complementary mission. Council Member Franklin commented that the speakers showcased the diversity of the possibilities for Experience.

Opportunities for Collaboration

University of California, Riverside (UCR)

Alexandra Orozco and Nicole Davis of UCR presented on some of the existing initiatives occurring across UCR, including activities led solely by the University and in partnership with local, regional, and national agencies. As part of an effort to capitalize on the relocation of the California Air Resource's Board (CARB) to a Riverside facility adjacent to the University, UCR commissioned a strategic report on how to attract additional new ventures and employment opportunities for graduating students. The report revealed that the University's sustainability efforts (clean air, clean and green energy, synergy between technology and engineering, transportation, and health care) are the key area for University to focus on. The plan recommended focusing on leveraging these themes, focusing on retaining local talent and working collaboratively with local partners

UCR has several initiatives geared toward retaining local talent, including a newly launched Highlander Venture Investment Fund, mentorship and classroom programs for aspiring entrepreneurs, and the Excite Incubator – a collaboration with the University, City and County. UCR is also leading several sustainability-minded projects, including the Innovative Corridor, an active research and demonstration area underway in the City of Riverside to test transportation technologies developed out of the Bourns College of Engineering. Nicole shared that there is a great deal of momentum stemming from the University's existing programs and research, their network of partners, and the synergy they have cultivated with the existing and planned regional assets. The University's vision is to establish a green tech park for collaboration, events, laboratories, and test beds—something not unlike some of the ideas that have emerged for Experience. Both Alexandra and Nicole emphasized that there are ample opportunities to partner with the University, particularly in areas related to sustainability.

Al Zelinka shared that CARB's future facilities will be developed on an 18-acre site near campus, at Iowa and University Avenue, in a \$416 million LEED Platinum net-zero-energy building to house 400-500 engineers and scientists conducting emissions testing and research for the State of California and beyond, opening in the spring of 2021. The facility will be in the City of Riverside's newly established Innovation Corridor and on University Avenue, where much of the UCR transportation technology testing occurs.

Riverside County Office of Education, Riverside (RCOE)

Mike Barney of RCOE shared that the agency is constantly trying to build the ability to demonstrate the strength of the region's education system across all levels and programs from K-12 to University and traditional education models to technical trade schools.

Eastern Municipal Water District (EMWD)

Paul Jones, General Manager of EMWD, a water, waste water and recycled water provider covering a 550 square-mile area, serving seven cities and unincorporated portions of the County in Western Riverside. EMWD is considered an industry-leading water supplier and water resource manager, focused on sustainability—EMWD generates approximately 50% of the energy consumed by its facilities and has a \$290 million annual budget and 620 employees.

EMWD has several educational initiatives and partnerships working with both higher education and K-12, and focused outreach with disadvantaged communities. Higher education partnerships include Mount San Jacinto College for training certified operators; collaboration with the California State University San Marcos, Temecula, on the administration of the Environmental Leadership Institute; research on rate structures and water quality as well as internships with UCR; and Master Gardeners programs through the University of California Cooperative Extension; hosting Fellows through the CivicSpark Program, an extension AmeriCorps; field trips, training, and activities with 11 K-12 school districts; and education for business and civic leaders through the Water Leaders Academy.

EMWD has identified a few of the region's primary challenges, including a deficit of trade school education opportunities, which can prepare young people for meaningful and well-paying jobs. Additionally, Mr. Jones identified need for training for the STEM (science, technology, engineering, and math) curriculum, and growth potential career paths. Mr. Jones also highlighted many of the region's strengths and noted that a Perris location for the Experience facility offers myriad benefits, including the ability to positively influence future growth as the region is currently only 38 percent built-out.

Mission Statement for Experience

The project team introduced a draft Mission statement crafted from input received during the first steering committee meeting. Meeting attendees were asked to provide feedback with the goal of refining the Mission Statement to be 80% complete. To prepare for this, the project team shared a few existing Mission Statements from well-known brands, including Nike, Starbucks, and the Lyle Center, to convey the goal, in broad terms, of any mission statement. The draft provided at the meeting was:

“Experience is a place that connects our public, private, nonprofit, and education leaders to harness knowledge capital, attract growth industries, accelerate technologies, and spur economic development. Experience draws and inspires our community to learn and be engaged in innovations to improve our world.”

Meeting attendees shared input on the draft. General comments included the idea that the first and second sentences might be broken apart to have one serve as the foundation of a Mission and the other of the Vision statement; ensuring that the Mission is simple enough that it is easily understood by a variety of audiences; and additional refinement of specific wording choices, including using the word or concept of “synergy,” “place,” and “sustainability” in some way. The project team will spend time reflecting on the ideas presented and will prepare a revised version with the Committee in the future.

Indoor/Outdoor Programming

The project team initiated a discussion of the general programming elements that might be included in the demand analysis of the Feasibility Analysis. Ten indoor space elements were presented for feedback: Rotating Display or Demonstration Area, Training Center for the Trades, Student-Oriented Education / Learning Area, Meeting / Event Space, Co-Working Area, Administrative Core, Labs / Fabrication / Prototype Area, Welcome Center, Food, and Office Space. In addition, four potential outdoor space elements were presented for feedback: Regional Resiliency Demonstrations and Innovations, Community Areas, Event Space, and Urban Agriculture.

There was a general consensus among participants that most elements were essential for inclusion in the analysis. A Training Center for the Trades was not strongly suggested for inclusion. Office Space for Lease was not strongly supported initially, but staff noted the capacity for leased office space to generate revenue that offsets operation costs and urged further investigation of this idea. Similarly, incubation space and co-working space was strongly supported by some, but not all. The project team will review the list with the consultants performing the demand analysis to assess the final elements for inclusion in the analysis.

The discussion of programming instigated a complementary discussion to identify the potential “customer,” or end user for Experience. Meeting participants identified the following entities as likely customers for Experience: general public, students, businesses seeking best practices information, and private sector partnerships.

The meeting slides, including speaker slides, are included as an attachment to this summary.

Action Items

Based on the discussion of the Mission Statement, staff and consultants will work on revising the Mission Statement and drafting a complementary Vision statement.

Next Meeting

Meeting #4, originally scheduled for May 21, 2018, has been rescheduled to June 18, 2018, due to conflicts with several Steering Committee participants.