



Western Riverside Council of Governments Executive Committee

AGENDA

**Monday, May 7, 2018
2:00 p.m.**

**County of Riverside
Administrative Center
4080 Lemon Street
1st Floor, Board Chambers
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 Executive 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 Executive Committee may take any action on any item listed on the agenda, regardless of the Requested Action.

- 1. CALL TO ORDER / ROLL CALL (Debbie Franklin, Chair)**
- 2. PLEDGE OF ALLEGIANCE**
- 3. PUBLIC COMMENTS**

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

4. MINUTES

- A. Summary Minutes from the April 2, 2018, Executive Committee Meeting are Available for Consideration**

P. 1

Requested Action: 1. *Approve the Summary Minutes from the April 2, 2018, Executive Committee meeting.*

5. CONSENT CALENDAR

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

Action items:

- A. **3rd Quarter Draft Budget Amendment for Fiscal Year 2017/2018** **Ernie Reyna** **P. 11**

Requested Action: 1. *Approve the 3rd Quarter Draft Agency Budget Amendment for Fiscal Year 2017/2018.*

B. **Additional Signature Authority** **Rick Bishop** **P. 35**

Requested Action: 1. *Adopt WRCOG Resolution Number 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.*

C. **Consideration of Policy Concerning the Issuance of Requests for Proposals** **Ernie Reyna** **P. 41**

Requested Actions: 1. *Approve the Policy outlined in this staff report related to Request for Proposals (RFP) for professional services.*
2. *Direct 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.*

D. **PACE Programs Activities Update** **Casey Dailey** **P. 45**

Requested Action: 1. *Adopt WRCOG Resolution Number 10-18; A Resolution of the Executive Committee of the Western Riverside Council of Governments approving the form of Amended and Restated Master Indenture for the issuance Limited Obligation Improvement Bonds for the WRCOG CaliforniaFIRST Program, providing for the approval of future Master Indentures for its CaliforniaFIRST Program, PACE Funding Program, and Greenworks Program, and approving other actions in connection thereto.*

E. **Potential Full Consolidation of RCHCA Staff and Operations with WRCOG** **Rick Bishop** **P. 157**

Requested Action: 1. *Direct 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.*

F. **27th Annual General Assembly & Leadership Address: Consideration of Nominations for Outstanding Community Service Award** **Cynthia Mejia** **P. 173**

Requested Action: 1. *Approve the nominee for the 2018 WRCOG Outstanding Community Service Award to be recognized at the 27th Annual General Assembly & Leadership Address.*

G. **Approval of TUMF Program Reimbursement Agreements and Agreement Amendments** **Christopher Gray** **P. 179**

Requested Actions: 1. *Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Wildomar for the Construction Phase of the Bundy Canyon Road Project in an amount not to exceed \$7,485,000.*
2. *Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Wildomar for the Planning, Engineering and Right-of-Way Phases of the Bundy Canyon Road Project in an amount not to exceed \$6,882,000.*
3. *Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Wildomar for the Planning and Engineering Phases of the Palomar Road Project in an amount not to exceed \$898,517.*
4. *Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Wildomar for the Construction Phase of the Clinton Keith Road Project in an amount not to exceed \$3,048,860.*
5. *Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Wildomar for the Engineering Phase of the Clinton Keith Road Project in an amount not to exceed \$1,260,140.*

H. **Environmental Department Activities Update** **Dolores Sanchez-Badillo** **P. 257**

Requested Action: 1. *Adopt WRCOG Resolution Number 09-18; A Resolution of the Executive Committee of the Western Riverside Council of Governments to support Regional Application – Used Oil Payment Program – 9.*

Information items:

I. **Finance Department Activities Update** **Ernie Reyna** **P. 263**

Requested Action: 1. *Receive and file.*

J. **Local Assistance for WRCOG Member Agencies: Grant Writing Assistance & BEYOND Program Activities Updates** **Andrea Howard** **P. 269**

Requested Action: 1. *Receive and file.*

K. WRCOG Committees and Agency Activities Update *Rick Bishop* P. 335

Requested Action: 1. Receive and file.

L. Experience Regional Innovation Center Feasibility Analysis Update *Andrea Howard* P. 355

Requested Action: 1. Receive and file.

M. Western Community Energy Activities Update *Barbara Spoonhour* P. 445

Requested Action: 1. Receive and file.

6. REPORTS / DISCUSSION

A. Nominations for WRCOG Chair, Vice-Chair, and 2nd Vice-Chair positions for Fiscal Year 2018/2019 *Rick Bishop, WRCOG* P. 449

Requested Action: 1. Recommend the following to the WRCOG General Assembly for leadership positions for Fiscal Year 2018/2019:

Chair: Chuck Washington, Supervisor, County of Riverside District 3

Vice-Chair: Bonnie Wright, Councilmember, City of Hemet

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

B. Report from the League of California Cities *Erin Sasse, League of California Cities* P. 451

Requested Action: 1. Receive and file.

C. Fiscal Year 2018/2019 Agency Draft Budget *Ernie Reyna, WRCOG* P. 453

Requested Action: 1. Receive and file.

D. California Voting Rights Act Update *Casey Dailey, WRCOG* P. 471

Requested Action: 1. Receive and file.

E. Proposed New TUMF Policy for TUMF Calculation *Christopher Gray, WRCOG* P. 473

Requested Action: 1. Receive and file.

7. REPORT FROM THE TECHNICAL ADVISORY COMMITTEE CHAIR

8. REPORT FROM COMMITTEE REPRESENTATIVES

SCAG Regional Council and Policy Committee representatives
SCAQMD, Ben Benoit

9. REPORT FROM THE EXECUTIVE DIRECTOR ***Rick Bishop***

10. ITEMS FOR FUTURE AGENDAS ***Members***

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

11. GENERAL ANNOUNCEMENTS ***Members***

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

12. NEXT MEETING: The next Executive Committee meeting is scheduled for Monday, June 4, 2018, at 2:00 p.m., at the County of Riverside Administrative Center, 1st Floor Board Chambers.

13. ADJOURNMENT

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Western Riverside Council of Governments

4.A

Regular Meeting

~ Minutes ~

Monday, April 2, 2018

2:00 PM

County Administrative Center

1. CALL TO ORDER

The meeting was called to order by Chairwoman Debbie Franklin at 2:02 p.m. on April 2, 2018, at the Riverside County Administrative Center, 4080 Lemon Street, Riverside.

Jurisdiction	Attendee Name	Status	Arrived / Departed
City of Banning	Debbie Franklin	Present	1:55 PM
City of Beaumont	Nancy Carroll	Present	1:55 PM
City of Calimesa	Jeff Hewitt	Present	1:55 PM
City of Canyon Lake		Absent	
City of Corona	Eugene Montanez	Present	1:55 PM
City of Eastvale	Adam Rush	Present	1:55 PM
City of Hemet	Bonnie Wright	Present	1:55 PM
City of Jurupa Valley	Laura Roughton	Present	1:55 PM
City of Lake Elsinore	Brian Tisdale	Present	1:55 PM
City of Menifee	John Denver	Present	1:55 PM
City of Moreno Valley	Victoria Baca	Present	1:55 PM
City of Murrieta	Kelly Seyarto	Present	1:55 PM
City of Norco	Kevin Bash	Present	1:55 PM
City of Perris	Rita Rogers	Present	1:55 PM
City of Riverside	Chris MacArthur	Present	1:55 PM
City of San Jacinto	Crystal Ruiz	Present	1:55 PM
City of Temecula	Maryann Edwards	Present	1:55 PM
City of Wildomar	Ben Benoit	Present	1:55 PM
District 1		Absent	
District 2		Absent	
District 3	Chuck Washington	Present	1:55 PM
District 5	Marion Ashley	Present	1:55 PM
EMWD	David Slawson	Present	1:55 PM
WMWD	Brenda Dennstedt	Present	1:55 PM
Morongo Band of Mission Indians	Robert Martin	Present	1:55 PM
Office of Education	Judy White	Present	1:55 PM
TAC Chair		Absent	
Executive Director		Absent	

Note: Times above reflect when the member logged in; they may have arrived at the meeting earlier.

2. PLEDGE OF ALLEGIANCE

Committee member Rita Rogers led members and guests in the Pledge of Allegiance.

3. PUBLIC COMMENTS

There were no public comments.

4. MINUTES

RESULT:	APPROVED AS RECOMMENDED [UNANIMOUS]
MOVER:	City of Wildomar
SECONDER:	City of San Jacinto
AYES:	Banning, Beaumont, Calimesa, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Riverside, San Jacinto, Temecula, Wildomar, District 5, EMWD, WMWD, Morongo Band of Mission Indians
ABSTAIN:	Perris, District 3
ABSENT:	Canyon Lake, District 1, District 2

A. Summary Minutes from the March 5, 2018, Executive Committee Meeting are Available for Consideration

Action: 1. *Approved the Summary Minutes from the March 5, 2018, Executive Committee meeting.*

5. CONSENT CALENDAR

RESULT:	APPROVED AS RECOMMENDED [UNANIMOUS]
MOVER:	City of Lake Elsinore
SECONDER:	City of Eastvale
AYES:	Banning, Beaumont, Calimesa, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, Riverside, San Jacinto, Temecula, Wildomar, District 3, District 5, EMWD, WMWD, Morongo Band of Mission Indians
ABSENT:	Canyon Lake, District 1, District 2

A. Amendments to Professional Services Agreements for On-Call Planning and Engineering Professional Services for Member Jurisdictions

Actions:

1. *Approved the First Amendment to the Professional Services Agreement between the Western Riverside Council of Governments and Alta Planning + Design, Inc., to provide WRCOG technical support and advisory services in an amount not to exceed \$50,000 for this Amendment and \$100,000 in total.*
2. *Approved the Second Amendment to the Professional Services Agreement between the Western Riverside Council of Governments and WSP to provide WRCOG technical support and advisory services in an amount not to exceed \$59,634 for this Amendment and \$294,634 in total.*

B. Continued Membership of the Riverside County Superintendent of Schools on WRCOG

- Action:** 1. *Approved a one-year extension to the MOU between WRCOG and the Riverside County Superintendent of Schools for the Superintendent to serve as an ex-officio member of the Executive Committee.*

C. 1st Amendment to the Cost Sharing Agreements for Legal Services Related to California Public Utilities Commission Proceedings R17-06-026 for Power Cost Indifference Adjustment

- Actions:** 1. *Authorized the Executive Director to sign a 1st amendment to the cost sharing agreements (from not to exceed \$60,000, to \$130,000) with Desert Community Energy and Los Angeles County Community Choice Energy for legal services related to the California Public Utilities Commission Proceeding (17-06-026) Review of the Power Cost Indifference Adjustment, adding work on the Resource Adequacy Proceeding (17-09-020), and Investor-Owned Utilities Petition to Modify Code of Conduct (12-02-009).*
2. *Authorized the use of Fiscal Year 2015/2016 Agency carryover funds to initiate a budget amendment to increase legal services for the Community Choice Aggregation (CCA) Program from \$60,000 to \$130,000, recognizing WRCOG's portion of the costs will be \$40,000 and WRCOG will be reimbursed, once the CCA is operational.*

D. TUMF Program Reimbursement Agreements

- Actions:** 1. *Authorized the Executive Director to execute a TUMF Reimbursement Agreement with the City of Menifee for the Construction Phase of the Scott Road / I-215 Interchange Project in an amount not to exceed \$15,000,000.*
2. *Authorized the Executive Director to execute a TUMF Reimbursement Agreement with the County of Riverside for the Construction Phase of the Archibald Avenue Bridge Project in an amount not to exceed \$3,449,000.*
3. *Authorized the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Perris for the Construction Phase of the Nuevo Road / I-215 Interchange in an amount not to exceed \$1,664,603.*

E. Legislative Activities Update Including Request for a Support Position on AB 3027

- Action:** 1. *Adopted a support position for Assembly Bill (AB) 3027 (Chavez) and direct the Executive Director to send a letter indicating WRCOG's support for AB 3027.*

F. Finance Department Activities Update

- Action:** 1. *Received and filed.*

G. Western Riverside Energy Partnership Activities Update

- Action:** 1. *Received and filed.*

H. Western Community Energy Activities Update

Action: 1. Received and filed.

I. WRCOG Committees and Agency Activities Update

Action: 1. Received and filed.

6. REPORTS / DISCUSSION**A. PACE Programs Activities Update, PACE Program Public Hearing, and Revisions to the Various PACE Provider's Program Reports and Handbooks**

Casey Dailey, WRCOG Director of Energy and Environmental Programs, reported that over 84,000 projects have been completed statewide.

Greenworks Lending is the newest commercial PACE provider under WRCOG's umbrella, and it closed its first project in the City of Lathrop for \$1.7M.

There are minor changes to the Program Report and Handbook to expressly acknowledge and comply with two new pieces of legislation which passed in 2017 – SB 242, which codifies several consumer protections for PACE Programs statewide, and AB 1284, which creates regulatory framework through the California Department of Business Oversight.

Chair Franklin opened the public hearing; there were no comments and the public hearing was closed.

Actions:

1. Received WRCOG PACE Program Summary.
2. Conducted a Public Hearing Regarding the inclusion of the City of Pleasanton.
3. Adopted WRCOG Resolution Number 07-18; A Resolution of the Executive Committee of the Western Riverside Council of Governments confirming modification of the California HERO Program Report so as to expand the Program area within which contractual assessments may be offered.
4. Approved revisions to the overview statement that incorporates SB 242 and AB 1284 legislation for the WRCOG Energy Efficiency and Water Conservation Administrative Guidelines and Program Report and CA HERO Program Report, as well as the Program Handbooks for WRCOG HERO, CA HERO, CaliforniaFIRST, PACE Funding, and Spruce PACE Programs.

RESULT: APPROVED AS RECOMMENDED [UNANIMOUS]

MOVER: City of Wildomar

SECONDER: City of San Jacinto

AYES: Banning, Beaumont, Calimesa, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, Riverside, San Jacinto, Temecula, Wildomar, District 3, District 5, EMWD, WMWD, Morongo Band of Mission Indians

ABSENT: Canyon Lake, District 1, District 2

B. Report from the League of California Cities

Erin Sasse, League of California Cities, reported that the legislature is back in office. The League's action day is scheduled for April 18, 2018. Policy Committee meetings will be held next week. If any jurisdiction is funding a project with SB 1 funding, the League is urging you to advertise and publicize those projects.

There is an initiative to get signatures for the California Business Roundtable measure on the November ballot. This initiative would require a two-thirds vote on any tax increase or fees. This initiative, if approved, would be retro-active to the beginning of 2018.

AB 1912 will be heard in Committee on April 18, 2018. The League opposes this bill, which would be retro-active in perspective for joint and several liability for all retirement-related obligations any current or former Joint Powers Authority member since inception.

AB 3037 is a redevelopment bill; the League has concerns with the way this bill is currently written.

AB 2268 would restore funding for inhabited annexations. The League encourages local jurisdictions to support this bill.

AB 2491 would allow funding for the incorporation of any new cities. The League requests support for this bill.

AB 1749 would provide worker's compensation benefits to any off-duty peace officer if they are injured when responding to an emergency, anywhere in the world; the League has concerns with this bill.

Committee member Adam Rush asked if the League has taken a position on SB 827.

Ms. Sasse responded that the League opposes SB 827.

AB 2123 would allow a total of 180 days for a city to go to districts; the League supports this bill.

Action: 1. *Received and filed.*

C. RIVCOconnect Presentation: Riverside County Broadband Initiative

Jennifer Ward, WRCOG Director of Government Relations, indicated that this report is a follow-up to the discussion which occurred at the Agency visioning session in October 2017.

David Littell, RIVCOconnect Director, reported that RIVCOconnect is an initiative to determine the feasibility of establishing a public / private partnership to bring universal broadband to the County without direct taxpayer expense. This is the largest multi-jurisdictional effort in the nation to attempt to bring fiber into every home, business, and institution across 87 incorporated and unincorporated communities throughout the County.

Partners for this initiative include Southern California Edison, Riverside Public Utilities, and the Inland Empire Regional Broadband Consortium.

Prior to releasing a Request for Participants in April 2017, the County met with representatives from the telecommunications industry. Eight responses were received.

Internet Service Providers (ISP) are not interested in new, local efforts without publicly provided funding. ISPs are not willing to enter into partnerships that will have national implications. It was determined that the County already has tremendous assets that can be leveraged by existing providers as they build out on their own.

The County continues to seek other opportunities specific to local jurisdictions and/or particular needs or interests in communities. The County continues to align with like-minded communities and promote itself as a destination for businesses and residents.

The County continues to close the digital divide with multiple partners via a computer donation program in which surplus IT equipment is refurbished and donated to the communities.

Committee member Dr. Judy White asked what the County has done to engage the educational community.

Mr. Littell responded that the County has worked with the Alvord and Riverside Unified School Districts on curriculum training. Val Verde is training communities on the use of computers, and the County is providing the computers. As to direct connectivity with the schools, many of the districts already have fiber connectivity to many of their campuses.

Committee member White clarified that she is more interested in getting broadband to the educational institutions so that students can access internet from their homes; there could be one-time funding to assist the County in this effort.

Committee member Eugene Montanez asked if Spectrum Charter would be bringing in fiber over coax.

Mr. Littell responded that yes they would, and the advertised speed will be 940MB, and it is called digital coax.

Committee member Nancy Carroll asked if the County has a list of equipment that would be most valuable, and if the County completes a demographic profile of communities.

Mr. Littell responded that there is a list, which has previously been shared with city staff. The County works with non-profits that support all members in the community.

Committee member Crystal Ruiz indicated that many community members within her jurisdiction drive upwards of 30 miles one-way to work. The ability to work from home on high speed internet is just what the community needs.

The County has worked with the Department of Social Services and has employed people, and trained people for their next opportunity.

Action: 1. *Received and filed.*

D. Regional Streetlight Program Activities Update

Tyler Masters, WRCOG Program Manager, reported that this Program was developed in 2014 with goals of reducing energy use, improving public safety, providing streetlight ownership to local jurisdictions, and initiate an LED retrofit.

There are currently 11 jurisdictions in the process of purchasing their streetlights from Southern California Edison for a total of approximately 55,000 streetlights in all. An Evaluation Committee has identified LED fixtures for retrofitting.

A financing feasibility model has been prepared. It has been determined that there is an approximate 43% decrease in the one-time cost to retrofit streetlights, the routine operations & maintenance has decreased by approximately 48%, and the interest rate has increased slightly from 4.65% to 5.50%. Over a 20-year period, the regional net savings is estimated to be \$59.6M (\$2M - \$11M per jurisdiction).

Action: 1. *Authorized the Executive Director to enter into contract negotiations with the Evaluation Committee's recommended LED fixture providers, California Electric Supply and General Electric.*

RESULT:	APPROVED AS RECOMMENDED [UNANIMOUS]
MOVER:	City of Wildomar
SECONDER:	City of San Jacinto
AYES:	Banning, Beaumont, Calimesa, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, Riverside, San Jacinto, Temecula, Wildomar, District 3, District 5, EMWD, WMWD, Morongo Band of Mission Indians
ABSENT:	Canyon Lake, District 1, District 2

E. Public Service Fellowship Program Activities Update

Cynthia Mejia, WRCOG Staff Analyst, reported that in addition to the University of California, Riverside, and the California Baptist University, beginning with Round III, the California State University, San Bernardino is now a partner in this Program.

As of last Friday, Round II has ended. Applications have been released for Round III. Over the last nine months, the Fellows have heard from a variety of speakers, including City Managers and agency leadership, they received a "legislative 101" crash course, and participated in a bus tour of the region. To date, three Fellows have been hired by member agencies, three have been hired by companies outside of their host jurisdiction, and three have been accepted into Master's Programs. A completion ceremony is scheduled for Thursday, April 19, 2018, at 11:30 a.m.

Action: 1. *Received and filed.*

7. REPORT FROM THE TECHNICAL ADVISORY COMMITTEE CHAIR

The Technical Advisory Committee Chairman was not in attendance.

8. REPORT FROM COMMITTEE REPRESENTATIVES

Ben Benoit, South Coast Air Quality Management District (AQMD) representative, reported that at its next meeting, AQMD will hear a presentation on potential restrictions on local warehouses and operations.

Brian Tisdale, California Association of Councils of Governments (CALCOG), reported that at the quarterly meeting in March, discussions were held regarding SB 1. Local governments are encouraged

to tell the story of how SB 1 is providing funding for much needed projects. Local governments are urged to be prepared to respond to disasters, and can reach out to the County's Emergency Management Department for resources. Planning for Smart Cities is something all local governments should be doing. A list of bills CALCOG is supporting can be found on its website.

9. REPORT FROM THE EXECUTIVE DIRECTOR

Rick Bishop, WRCOG Executive Director, reported that Western Community Energy's website will be up and running April 3, 2018. A list of questions and answers on what a Community Choice Aggregation is, as well as other information, can be found on the website at www.westerncommunityenergy.com. A tour of the Contra Costa Transportation Authority's GoMentum Station where autonomous vehicle testing is occurring is confirmed for May 11, 2018. This year's General Assembly guest speaker is Steve Forbes.

10. ITEMS FOR FUTURE AGENDAS

Committee member Nancy Carroll requested an update on the 2017 Pass Zone 5-year Transportation Improvement Plan, funding sources, and the process for Zone meetings.

Chair Franklin requested a presentation on different ways to communicate with the community to include the same strategies shared by Pepperdine School of Public Policy at a recent workshop held by WRCOG and the League of California Cities.

11. GENERAL ANNOUNCEMENTS

Committee member Crystal Ruiz announced that on Thursday, April 5, 2018, a cocktail party is being put on to celebrate the City's 130th birthday.

Committee member Jeff Hewitt announced that a grand opening for the City's new Fire Department will be held on Saturday, April 14, 2018.

Committee member Bonnie Wright announced that the play, *Ramona*, opens April 21, 2018, and runs for three weekends in a row.

Committee member Victoria Baca announced that a Public Safety Expo is scheduled for April 14, 2018.

Committee member Brian Tisdale announced that the Lake Elsinore Unified School District will be holding a meeting in response to recent school shootings around the Country to discuss how to protect our kids. Storm baseball opening night is April 12, 2018. Committee member Tisdale thanked the City of Temecula for hosting the Reality Rally scheduled for May 5, 2018.

Chair Franklin announced that the City will hold its 12th Annual Disaster Preparedness Expo on April 28, 2018.

12. CLOSED SESSION

The Committee authorized WRCOG to initiate a lawsuit.

13. NEXT MEETING

The next Executive Committee meeting is scheduled for Monday, May 2, 2018, at 2:00 p.m., at the County of Riverside Administrative Center, 1st Floor Board Chambers.

14. ADJOURNMENT

The meeting adjourned at 3:17 p.m.

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Western Riverside Council of Governments Executive Committee

Staff Report

Subject: 3rd Quarter Draft Budget Amendment for Fiscal Year 2017/2018

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

Date: May 7, 2018

The purpose of this item is to request approval of WRCOG's 3rd Quarter Draft Budget Amendment for Fiscal Year (FY) 2017/2018. The staff report includes a summary of increases and/or decreases to both revenues and expenditures by department.

Requested Action:

1. Approve the 3rd Quarter Draft Agency Budget Amendment for Fiscal Year 2017/2018.

General Fund

Administration Program expenditures exceeded the budgeted amount by \$11,447, primarily due to telephone services for the PACE call center, insurance costs for WRCOG's vehicle, and the purchase of new stationary and forms due to the office move. These increases in expenditures will be offset by decreasing the budget for staff education reimbursement, as WRCOG does not have any employees seeking education reimbursement by the end of this fiscal year.

Government Relations Program expenditures exceeded the budgeted amount by \$2,450, primarily due to legal fees associated with the BEYOND Program and salaries for the Experience Program. These expenditures will be offset by a decrease in expenditures in other budgeted categories.

Net Expenditure increase to the General Fund: **\$0**

Transportation Department

Transportation Department expenditures exceeded the budgeted amount by \$6,685, primarily due to additional staff time (salary) programmed in the Active Transportation Program. These expenditures will be offset by decreasing the budget in consulting labor.

Net Expenditure increase to Transportation Department: **\$0**

Energy Department

Energy Department expenditures exceeded the budgeted amount by \$232,377. The WRCOG HERO Program increased expenditures in consulting expenses due to a delay in billings from WRCOG's financial advisor, Public Financial Management, for consulting expenses in FY 2016/2017. The WRCOG HERO Program also increased recording expenditures due to the passage of SB 2, which increased recording fees by \$150 per assessment. The Regional Streetlight Program experienced an increase in legal fees of \$22,858. These

expenditures will be offset by a decrease in expenditures in other budgeted categories where there is an available budget, mostly within the consulting labor line item.

The California (CA) HERO Program experienced a decline in revenues and volumes in FY 2017/2018. WRCOG anticipates a continued decrease in the CA HERO Program volumes; while \$5.8M in revenues are currently budgeted, WRCOG anticipates the Program will bring in \$4M at the end of FY 2017/2018, for a decrease in budgeted revenues of \$1.8M. In prior years, WRCOG experienced excess revenues from the PACE Programs, specifically the CA HERO Program, which were used to build Agency reserves and fund other agency / member activities and initiatives, such as BEYOND, Fellowship, Grant Writing, Experience, Streetlights, Community Choice Aggregation (CCA), etc. By the end of FY 2017/2018, WRCOG anticipates approximately \$1M in carryover revenues, which will be used to fund the Community Choice Aggregation Program's budget for FY 2018/2019.

For FY 2018/2019, the Energy Department will have a balanced budget with minimal anticipated excess revenues.

Revenue decrease to Energy Department: \$1,800,000

Environment Department

Environment Department expenditures exceeded the budgeted amount by \$3,202, primarily due to increased advertising costs for the Riverside Used Oil Program. These expenditures will be offset by a decrease in expenditures, primarily those in the marketing categories.

Net Expenditure increase to the Environment Department: \$0

Prior Actions:

- April 26, 2018: The Finance Directors Committee approved the 3rd Quarter Draft Agency Budget Amendment for Fiscal Year 2017/2018.
- April 19, 2018: The Technical Advisory Committee approved the 3rd Quarter Draft Agency Budget Amendment for Fiscal Year 2017/2018.
- April 11, 2018: The Administration & Finance Committee approved the 3rd Quarter Draft Agency Budget Amendment for Fiscal Year 2017/2018.

Fiscal Impact:

For the 3rd Quarter of Fiscal Year 2017/2018, there will be a decrease in revenues of \$1.8M in the Energy Department for the CA HERO Program.

Attachment:

1. Annual Budget for the Fiscal Year ending June 30, 2018, with 3rd Quarter amendment.

Item 5.A

3rd Quarter Draft Budget
Amendment for
Fiscal Year 2017/2018

Attachment 1

Annual Budget for the Fiscal Year
ending June 30, 2018, with 3rd
Quarter amendment

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Western Riverside Council of Governments
Annual Budget
For the Year Ending June 30, 2018

Department: General Fund



Thru 3/31/2018 Actual	Approved 6/30/2018 Budget	Amendment Needed 3/31/2018
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Expenditures

WRCOG Auto Maintenance	260	100	(160)
Parking Validations	2583	1225	(1,358)
Coffee and Supplies	1203	0	(1,203)
Program/Office Supplies	12765	10000	(2,765)
Computer Equipment/Supplies	1309	1000	(309)
Postage	1285	1279	(6)
Communications - Regular Phone	12969	9209	(3,760)
WRCOG Auto Insurance	3457	1570	(1,887)
Staff Education Reimbursement	2500	25000	11,447

Total net (increase)/decrease (0)

Western Riverside Council of Governments
Annual Budget
For the Year Ending June 30, 2018

Department: Government Relations



Thru 3/31/2018 Actual	Approved 6/30/2018 Budget	Amendment Needed 3/31/2018
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Expenditures

Salaries & Wages	122,537	181,811	1,450
Parking Validations	228	225	(3)
Member Dues	2,082	750	(1,332)
Communications - Cellular Phones	450	404	(46)
Seminars/Conferences	3,100	4,500	1,000
Travel - Mileage Reimbursement	3,369	5,291	532
General Legal Service	6,859	5,453	(1,406)
Meals	796	600	(196)

Total net (increase)/decrease (1)

Western Riverside Council of Governments
Annual Budget
For the Year Ending June 30, 2018

Department: Government Relations



Thru 3/31/2018 Actual	Approved 6/30/2018 Budget	Amendment Needed 3/31/2018
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Expenditures

Salaries & Wages	120,144	180,790	2,822
Parking Validations	228	225	(3)
Member Dues	2,082	750	(1,332)
Communications - Cellular Phones	450	404	(46)
Seminars/Conferences	3,100	4,500	1,000
Travel - Mileage Reimbursement	843	2,000	536
Meals	655	500	(155)

Total net (increase)/decrease 2,822

Western Riverside Council of Governments
Annual Budget
For the Year Ending June 30, 2018

Department: Government Relations (BEYOND - 4800)



Thru	Approved	Amendment
3/31/2018	6/30/2018	Needed
Actual	Budget	3/31/2018

Expenditures

General Legal Service	6,859	5,453	(1,406)
Travel - Mileage Reimbursement	335	291	(44)
Total net (increase)/decrease			(1,450)

Western Riverside Council of Governments
Annual Budget
For the Year Ending June 30, 2018

Department: Government Relations (Fellowship - 4700)



Thru 3/31/2018 Actual	Approved 6/30/2018 Budget	Amendment Needed 3/31/2018
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Expenditures

Travel - Mileage Reimbursement	2,190	3,000	40
Meals	140	100	(40)
Total net (increase)/decrease			(0)

**Western Riverside Council of Governments
Annual Budget
For the Year Ending June 30, 2018**

Department: Government Relations (Experience - 4900)



Thru 3/31/2018 Actual	Approved 6/30/2018 Budget	Amendment Needed 3/31/2018
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Expenditures

Salaries and Wages	2,393	1,021	(1,372)
Total net (increase)/decrease			(1,372)

Western Riverside Council of Governments
Annual Budget
For the Year Ending June 30, 2018

Department: Transportation



Thru 3/31/2018 Actual	Approved 6/30/2018 Budget	Amendment Needed 3/31/2018
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Expenditures

Salaries and Wages	26,426	22,604	(3,821)
Membership Dues	1,016	750	(266)
Subscriptions/Publications	25	-	(25)
Meeting/Support Services	2,651	1,894	(757)
Postage	411	250	(161)
Travel - Mileage Reimbursement	3,159	2,490	(669)
Travel - Ground Transportation	476	427	(49)
Travel - AirFare	1,469	1,000	(469)
Lodging	2,046	1,579	(467)
Consulting Labor	288,619	1,319,251	6,685

Total net (increase)/decrease (0)

Western Riverside Council of Governments
Annual Budget
For the Year Ending June 30, 2018

Department: Transportation (TUMF - 1148)



Thru 3/31/2018 Actual	Approved 6/30/2018 Budget	Amendment Needed 3/31/2018
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Expenditures

Membership Dues	1,016	750	(266)
Subscriptions/Publications	25		(25)
Meeting/Support Services	2,651	1,894	(757)
Postage	411	250	(161)
Travel - Mileage Reimbursement	3,159	2,490	(669)
Travel - Ground Transportation	476	427	(49)
Travel - AirFare	1,469	1,000	(469)
Lodging	2,046	1,579	(467)
Consulting Labor	248,961	1,197,114	2,864

Total net (increase)/decrease 0

Western Riverside Council of Governments
Annual Budget
For the Year Ending June 30, 2018

Department: Transportation (ATP - 2030)



Thru	Approved	Amendment
3/31/2018	6/30/2018	Needed
<u>Actual</u>	<u>Budget</u>	3/31/2018

Expenditures

Salaries and Wages	26,426	22,604	(3,821)
Consulting Labor	39,659	122,137	3,821
Total net (increase)/decrease			(0)

**Western Riverside Council of Governments
Annual Budget
For the Year Ending June 30, 2018**

Department: Energy



Expenditures

	Thru 3/31/2018 Actual	Approved 6/30/2018 Budget	Amendment Needed 3/31/2018
Description	Actual	Budget	Variance
Statewide HERO Revenue	3,054,573	5,800,000	(1,800,000)
Expenditures			
Salaries & Wages	3,501	17,034	772
Cellular Phone	1,088	1,000	(88)
Communications - Computer Services	2,400	-	(2,400)
Computer Supplies	3,437	2,000	(1,437)
Consulting Labor	559,514	2,426,324	231,605
Event Support	7,292	7,113	(179)
General Legal	329,815	289,137	(40,678)
Lodging	1,313	208	(1,105)
Meals	652	265	(387)
Office Supplies	274	36	(238)
Other Household Exp	240	-	(240)
Other Incidentals	2,768	1,215	(1,553)
PACE Residential Recording	232,783	182,775	(50,008)
Parking Validations	238	-	(238)
Postage	3,123	1,886	(1,237)
Subscriptions/Publications	114	-	(114)
Travel - Airfare	3,114	2,500	(614)
Travel-Ground Transportation	818	178	(640)
Travel-Mileage Reimbursement	948	602	(346)
WRCOG HERO Direct Exp	343,659	212,784	(130,875)

Total net (increase)/decrease

1,800,000.23

**Western Riverside Council of Governments
Annual Budget
For the Year Ending June 30, 2018**

Department: Energy (WRCOG HERO - 2006)



Thru 3/31/2018 Actual	Approved 6/30/2018 Budget	Amendment Needed 3/31/2018
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Expenditures

General Legal	91,115	75,000	(16,115)
PACE Residential Recording	232,783	182,775	(50,008)
Other Incidentals	2,768	1,215	(1,553)
WRCOG HERO Direct Exp	343,659	212,784	(130,875)
Total net (increase)/decrease			(\$198,552)

Western Riverside Council of Governments
Annual Budget
For the Year Ending June 30, 2018

Department: Energy (Streetlights - 2026)



Thru	Approved	Amendment
12/31/2017	6/30/2018	Needed
Actual	Budget	12/31/2017

Expenditures

GENERAL LEGAL SERVICES	74,834	51,976	(22,858)
Parking Validations	238	-	(238)
Consulting Labor	59,715	160,717	23,095
Total net (increase)/decrease			(\$0)

**Western Riverside Council of Governments
Annual Budget
For the Year Ending June 30, 2018**

Department: Energy (CCA - 2040)



Thru 3/31/2018 Actual	Approved 6/30/2018 Budget	Amendment Needed 3/31/2018
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Expenditures

General Legal Services	163,866	162,161	(1,705)
Postage	93	5	(88)
Travel-Mileage Reimbursement	948	602	(346)
Travel-Ground Transportation	818	178	(640)
Lodging	1,313	208	(1,105)
Meals	652	265	(387)
Consulting Labor	182,609	509,983	4,271

Total net (increase)/decrease (\$0)

**Western Riverside Council of Governments
Annual Budget
For the Year Ending June 30, 2018**

Department: Energy (Administration - 2100)



Thru 3/31/2018 Actual	Approved 6/30/2018 Budget	Amendment Needed 3/31/2018
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Expenditures

Salaries & Wages	3,501	17,034	772
Event Support	7,292	7,113	(179)
Office Supplies	274	36	(238)
Subscriptions/Publications	114		(114)
Other Household Exp	240		(240)
Total net (increase)/decrease			\$0

**Western Riverside Council of Governments
Annual Budget
For the Year Ending June 30, 2018**

Department: Energy (California HERO - 5000)



	Thru 3/31/2018 Actual	Approved 6/30/2018 Budget	Amendment Needed 3/31/2018
Revenues			
Statewide HERO Revenue	3,054,573	5,800,000	(1,800,000)
Expenditures			
Computer Supplies	3,437	2,000	(1,437)
Postage	3,029	1,881	(1,148)
Cellular Phone	1,088	1,000	(88)
Communications - Computer Services	2,400	-	(2,400)
Travel - Airfare	3,114	2,500	(614)
CA HERO Direct Exp	317,189	1,755,624	204,239
Total net (increase)/decrease			198,552

Western Riverside Council of Governments
Annual Budget
For the Year Ending June 30, 2018

Department: Environmental



Thru 3/31/2018 Actual	Approved 6/30/2018 Budget	Amendment Needed 3/31/2018
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Expenditures

Advertisement - Radio & TV	6,500	3,500	(3,000)
Computer Software	87	51	(36)
Event Support	741	3,521	2,185
General Supplies	212	11	(201)
Insurance - General Business	185	-	(185)
Marketing/Brochures	-	4,619	1,017
Seminars/Conferences	850	709	(141)
Storage	11,296	10,000	(1,296)
Supplies/Materials	-	21,120	2,296
Travel - Lodging	966	469	(497)
Travel - Mileage Reimbursement	850	709	(141)

Total net (increase)/decrease 0

Western Riverside Council of Governments
Annual Budget
For the Year Ending June 30, 2018

Department: Environmental (Solid Waste - 1038)



Thru 3/31/2018 Actual	Approved 6/30/2018 Budget	Amendment Needed 3/31/2018
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Expenditures

General Supplies	212	11	(201)
Computer Software	87	51	(36)
Seminars/Conferences	850	709	(141)
Travel - Mileage Reimbursement	850	709	(141)
Travel - Lodging	966	469	(497)
Marketing/Brochures	-	4,619	1,017

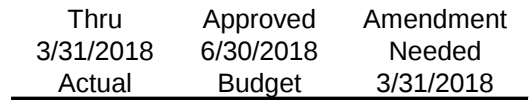
Total net (increase)/decrease 0

Department: Environmental (Riverside UO - 2035)



Event Support	741	3,521	2,185
Insurance - General Business	185	-	(185)
Supplies/Materials	-	2,120	1,000
Advertisement - Radio & TV	6,500	3,500	(3,000)
Total net (increase)/decrease			-

Department: Environmental (State UO - 2038)



Storage	11,296	10,000	(1,296)
Supplies/Materials		19,000	1,296
Total net (increase)/decrease			-

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Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Additional Signature Authority

Contact: Rick Bishop, Executive Director, rbishop@wrcog.us, (951) 405-6701

Date: May 7, 2018

The purpose of this item is to seek support from the Committee to grant signatory authority on behalf of the Executive Director to the Chief Financial Officer and Deputy Executive Director.

Requested Action:

1. Adopt WRCOG Resolution Number 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.

Pursuant to WRCOG Bylaws and by specific action of the Executive Committee, the Executive Director is authorized to execute agreements, ordinances, and resolutions on behalf of WRCOG.

On occasion, the Executive Director is unavailable to execute such authorized agreements, ordinances, and resolutions. Currently there is no existing policy in place to allow signatory authority for another WRCOG staff member to sign on behalf of the Executive Director. WRCOG Legal Counsel recommended that WRCOG consider adopting a Signatory Authority Policy to authorize both the Chief Financial Officer and the Deputy Executive Director (which is a currently vacant position) to execute such documents on behalf of WRCOG to allow Agency business to continue without delays.

By adopting WRCOG Resolution Number 08-18 (Attachment 1), additional signatory authority will be granted to the Chief Financial Officer and the Deputy Executive Director on the Executive Director's behalf for agreements, ordinances, and resolutions that have been authorized by the Administration & Finance Committee and/or Executive Committee.

Prior Actions:

April 19, 2018: The Technical Advisory Committee recommended that the Executive Committee adopt WRCOG Resolution Number 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.

April 11, 2018: The Administration & Finance Committee recommended that the Executive Committee adopt WRCOG Resolution Number 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.

Fiscal Impact:

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

Attachment:

1. WRCOG Resolution Number 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.

Item 5.B

Additional Signature Authority

Attachment 1

WRCOG Resolution Number 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

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Western Riverside Council of Governments

County of Riverside • City of Banning • City of Beaumont • City of Calimesa • City of Canyon Lake • City of Corona • City of Eastvale • City of Hemet
City of Jurupa Valley • City of Lake Elsinore • City of Menifee • City of Moreno Valley • City of Murrieta • City of Norco • City of Perris • City of Riverside
City of San Jacinto • City of Temecula • City of Wildomar • Eastern Municipal Water District • Western Municipal Water District • Morongo Band of Mission
Indians • Riverside County Superintendent of Schools

RESOLUTION NUMBER 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

WHEREAS, the Executive Committee of the Western Riverside Council of Governments (WRCOG) desires additional administrative flexibility regarding the signing of WRCOG agreements, ordinances, and resolutions; and

WHEREAS, it is necessary to maintain adequate safeguards and close scrutiny over the operations of WRCOG business; and

WHEREAS, signatures by the Chief Financial Officer or Deputy Executive Director in place of the Executive Director on WRCOG agreements, ordinances and resolutions would provide both administrative flexibility and adequate safeguards and close scrutiny over WRCOG business.

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

Section 1. Recitals. The above recitals are true and correct.

Section 2. Updated Signature Authority. The Executive Committee of the Western Riverside Council of Governments hereby updates the designated signatory on WRCOG agreements, ordinances and resolutions to include the Chief Financial Officer and Deputy Executive Director if and when the Executive Director is unavailable for such signature.

Section 3. Effective Date of Resolution. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the Executive Committee of the Western Riverside Council of Governments held on May 7, 2018.

Debbie Franklin, Chair
WRCOG Executive Committee

Rick Bishop, Secretary
WRCOG Executive Committee

Approved as to form:

Best Best & Krieger, LLP
WRCOG Bond Counsel

AYES: _____ NOES: _____ ABSENT: _____ ABSTAIN: _____

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Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Consideration of Policy Concerning the Issuance of Requests for Proposals

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

Date: May 7, 2018

The purpose of this item is to develop guidelines for WRCOG when issuing Requests for Proposals (RFPs) for professional services. WRCOG regularly issues RFPs for various services but currently has no formal guidelines on when an RFP is required and when WRCOG might directly contract with a firm for these services. This item proposes a policy which, if approved, will be codified in an updated version of the WRCOG Financial Manual.

Requested Actions:

1. Approve the Policy outlined in this staff report related to Request for Proposals (RFP) for professional services.
2. Direct 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.

Background

WRCOG regularly issues RFPs for a variety of professional services in support of WRCOG programs. Example services include consultant support for the Streetlight Program, Community Choice Aggregation Feasibility Study, On-Call Engineering Services, TUMF, and review of Development Impact Fees.

At this time, WRCOG lacks a formal policy on when to issue an RFP, what types of work require an RFP, and when the Agency might contract with a firm directly. However, WRCOG does have a policy relating to the issuance of contracts, which specifies:

The Executive Director may issue a contract under \$50,000 under his Single Signature Authority, which does not require any approval by the Administration & Finance Committee or the Executive Committee. Contracts greater than \$50,000 but less than \$100,000 require approval of the Administration & Finance Committee but not the Executive Committee. All contracts greater than \$100,000 require the approval of the Executive Committee.

These contract limits are specified in WRCOG's Bylaws. However, the Bylaws do not formally address the issue of what circumstances require that an RFP is to be issued. WRCOG maintains an internal Financial Manual, which guides the Agency's actions as they relate to many fiscal matters. The Manual addresses accounting issues, such as accounts payable, accounts receivable, budgeting, and contracts. The Manual does not provide any guidance regarding the issuance of RFPs. Staff update the Manual regularly to address regulatory changes and to maintain internal consistency with other documents, such as the WRCOG Employee Policies and Procedures Manual.

Staff Recommendations on RFP Policy

Staff recommends that WRCOG implement a formal Policy to provide greater transparency and standardization regarding the issuance of RFPs. Staff also recommends the Policy be modeled after the contracting limits identified in WRCOG's Bylaws and the Financial Manual.

The proposed Policy would specify that:

- No RFP is required if the value of the resulting contract is \$50,000 or less, which falls under the Executive Director's Single Signature Authority. WRCOG may still choose to issue an RFP for services less than this amount, depending on individual circumstances.
- An RFP is required when the value of the contract is between \$50,000 and \$100,000, unless the Executive Director makes a finding that one or more of the following conditions occurs:
 - o The issue and/or required services are time critical and release of an RFP would cause an undue delay;
 - o The issue and/or service requires unique expertise or knowledge of the region which is not generally available; therefore, an RFP is unlikely to generate a significant number of responses; and/or
 - o WRCOG is responding to a request from a member agency.
 - If a contract is then issued without an RFP based on these circumstances, then the Staff Report requesting approval of the Contract in question must cite these circumstances and demonstrate why no RFP is required.
- An RFP is automatically required for any contract in excess of \$100,000.

To implement these recommendations as a formal RFP Policy, the Committee could adopt the RFP Policy as a stand-alone document, or direct staff to incorporate the RFP Policy into an existing policy document, such as the Financial Manual.

Staff recommends that the RFP Policy be incorporated into an updated version of the Financial Manual to maintain a single document with all applicable financial policies and guidelines. This update will also include any minor updates as needed to address updated regulations, changes in other WRCOG documents, and other changes as determined by staff and legal counsel.

Prior Actions:

April 19, 2018: The Technical Advisory Committee 1) approved the Policy outlined in this staff report related to Request for Proposals (RFP) for professional services; and 2) directed staff to update its Financial Manual to include the RFP Policy and present the updated Manual for formal approval by the Finance Directors and Administration & Finance Committees.

April 11, 2018: The Administration & Finance Committee 1) approved the Policy outlined in this staff report related to Request for Proposals (RFP) for professional services; and 2) directed staff to update its Financial Manual to include the RFP Policy and present the updated Manual for formal approval by the Finance Directors and Administration & Finance Committees.

Fiscal Impact:

The fiscal impact will be minimal and mostly include staff time to review additional RFPs.

Attachment:

None.

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Western Riverside Council of Governments Executive Committee

Staff Report

Subject: PACE Programs Activities Update

Contact: Casey Dailey, Director of Energy & Environmental Programs, cdailey@wrcoq.us, (951) 405-6720

Date: May 7, 2018

The purpose of this item is to authorize the Executive Director to execute updates to PACE Program Master Indentures, and provide the Committee with an update on the PACE Programs that WRCOG oversees under its PACE umbrella. This includes WRCOG HERO, CA HERO, CaliforniaFIRST, and PACE Funding PACE Programs.

Requested Action:

1. Adopt WRCOG Resolution Number 10-18; A Resolution of the Executive Committee of the Western Riverside Council of Governments approving the form of Amended and Restated Master Indenture for the issuance Limited Obligation Improvement Bonds for the WRCOG CaliforniaFIRST Program, providing for the approval of future Master Indentures for its CaliforniaFIRST Program, PACE Funding Program, and Greenworks Program, and approving other actions in connection thereto.

WRCOG's PACE Programs provide financing to property owners to implement energy saving, renewable energy, and water conserving improvements to their homes and businesses. Improvements must be permanently fixed to the property and must meet certain criteria to be eligible for financing. Financing is paid back through a lien placed on the property tax bill. The HERO Program was initiated in December 2011 and has been expanded (an effort called "California HERO") to allow for jurisdictions throughout the state to join WRCOG's Program and allow property owners in these jurisdictions to participate. WRCOG now offers CaliforniaFIRST, Greenworks, and PACE Funding as additional PACE Programs under the WRCOG PACE umbrella.

Overall PACE Programs Update

The following table provides a summary of all residential projects that have been completed under the residential WRCOG PACE Programs through April 23, 2018:

PACE Program	Projects Completed	Total Project Value	Product Type Installed
WRCOG HERO	26,108	\$516,415,123	HVAC: 31.7%; Solar: 26.3%; Windows / Doors: 18.1%; Roofing: 9.3%; Landscape: 4.4%
California HERO	59,088	\$1,284,487,959	HVAC: 29.1%; Solar: 27.8%; Windows / Doors: 17.8%; Roofing: 10.1%; Landscape: 5.4%
CaliforniaFIRST	146	\$4,585,933	HVAC: 14.1%; Solar: 45%; Windows / Doors: 15.2%; Roofing: 12.5%; Landscape: 7.5%

PACE Funding	39	\$1,012,107	HVAC: 33.3%; Solar: 33.3%; Windows / Doors: 25%; Roofing: 6.3%; Landscape: 0.0%
Total:	84,539	\$1,806,501,122	

The following table provides a summary of the total estimated economic and environmental impacts for projects completed in both the WRCOG and the California HERO Programs to date:

Economic and Environmental Impacts Calculations	
KW Hours Saved – Annually	884 GWh
GHG Reductions – Annually	176,388 tons
Gallons Saved – Annually	450 Million
\$ Saved – Annually	92 Million
Projected Annual Economic Impact	\$ 2.7 Billion
Projected Annual Job Creation/Retention	16,223 Jobs

Master Indenture Update

On March 6, 2017, April 3, 2017, October 2, 2017, and January 8, 2018, the Executive Committee adopted Resolution Numbers 04-17, 10-17, 43-17 and 02-18, which, amongst other things, authorized the issuance of CaliforniaFIRST Bonds, PACE Funding Bonds and Greenworks Bonds, and approved forms of Master Indentures for each such Program.

The request to approve this Resolution is in anticipation of issuing bonds in connection to a rate choice structure and future securitizations that would occur for the CaliforniaFIRST Program, PACE Funding Program, and Greenworks Program and would delegate to the Executive Director the authority to approve future Master Indentures or amendments thereto that substantially comply with the proposed new Master Indenture.

To delegate the authority to approve future Master Indentures or amendments thereto to the Executive Director for the additional PACE providers, including CaliforniaFIRST, PACE Funding and Greenworks, it is requested that the Executive Committee adopt WRCOG Resolution Number 10-18; A Resolution of the Executive Committee of the Western Riverside Council of Governments approving the form of Amended and Restated Master Indenture for the issuance of Limited Obligation Improvement Bonds for the WRCOG CaliforniaFIRST Program, providing for the approval of future Master Indentures for its CaliforniaFIRST Program, PACE Funding Program, and Greenworks Program, and approving other actions in connection thereto (Attachment 1).

Attachment 2 is an Amended and Restated Master Indenture for the CaliforniaFIRST Program operating in the subregion under the WRCOG PACE umbrella. If WRCOG Resolution 10-18 is adopted by the Executive Committee, then additional changes to any PACE Master Indentures will be updated at the Executive Director's discretion.

Prior Action:

April 2, 2018:

The Executive Committee 1) received WRCOG PACE Program Summary; 2) conducted a Public Hearing Regarding the inclusion of the City of Pleasanton; 3) adopted WRCOG Resolution Number 07-18; A Resolution of the Executive Committee of the Western Riverside Council of Governments confirming modification of the California HERO Report so as to expand the Program area within which contractual assessments may be offered; and 4) approved revisions to the overview statement that incorporates SB 242 and AB 1284 legislation for the WRCOG Energy Efficiency and Water Conservation Administrative Guidelines and program Report and CA HERO Program Report, as well as the Program Handbooks for WRCOG HERO, CA HERO, CaliforniaFIRST, PACE Funding, and Spruce PACE Programs.

Fiscal Impact:

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

Attachments:

1. WRCOG Resolution Number 10-18; A Resolution of the Executive Committee of the Western Riverside Council of Governments approving the form of Amended and Restated Master Indenture for the issuance of Limited Obligation Improvement Bonds for the WRCOG CaliforniaFIRST Program, providing for the approval of future Master Indentures for its CaliforniaFIRST Program, PACE Funding Program and Greenworks Program, and approving other actions in connection thereto.
2. WRCOG Master Indenture for the CaliforniaFIRST Program.

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Item 5.D

PACE Program Activities Update

Attachment 1

WRCOG Resolution Number 10-18; A Resolution of the Executive Committee of the Western Riverside Council of Governments approving the form of Amended and Restated Master Indenture for the issuance of Limited Obligation Improvement Bonds for the WRCOG CaliforniaFIRST Program, providing for the approval of future Master Indentures for its CaliforniaFIRST Program, PACE Funding Program and Greenworks Program, and approving other actions in connection thereto

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RESOLUTION NUMBER 10-18

A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS APPROVING THE FORM OF AMENDED AND RESTATED MASTER INDENTURE FOR THE ISSUANCE OF THE LIMITED OBLIGATION IMPROVEMENT BONDS FOR THE WRCOG CALIFORNIAFIRST PROGRAM, PROVIDING FOR THE APPROVAL OF FUTURE MASTER INDENTURES FOR ITS CALIFORNIAFIRST PROGRAM, PACE FUNDING PROGRAM AND GREENWORKS PROGRAM, AND APPROVING OTHER ACTIONS IN CONNECTION THERETO

WHEREAS, on March 6, 2017, the Executive Committee of the Western Riverside Council of Governments (the "Executive Committee" and "WRCOG" respectively) adopted Resolution Number 04-17 authorizing the Renew Financial Group, LLC to serve as a Program Administrator for its Energy Efficiency and Water Conservation Program for Western Riverside County (the "CaliforniaFIRST Program") and approving the form of Master Indenture to provide for the issuance of the WRCOG CaliforniaFIRST Limited Obligation Improvement Bonds (the "CaliforniaFIRST Bonds"); and

WHEREAS, pursuant to Resolution Number 04-17, WRCOG and Wilmington Trust, National Trust Company, as trustee (the "CaliforniaFIRST Trustee"), entered into the Master Indenture, dated as of November 16, 2017 (the "original CaliforniaFIRST Master Indenture"), to provide for the issuance of the CaliforniaFIRST Bonds and WRCOG did issue and sell such bonds to Renew PACE WH II LLC ("Owner"), as assignee of Renew Financial Group, LLC; and

WHEREAS, Renew Financial Group, LLC would like to amend the original CaliforniaFIRST Master Indenture to allow for a rate choice structure as provided for in the form of Amended and Restated Master Indenture (the "CaliforniaFIRST Amended and Restated Master Indenture" and together with the original CaliforniaFIRST Master Indenture, the "CaliforniaFIRST Master Indenture"), which has been submitted to the Executive Committee; and

WHEREAS, WRCOG staff and the WRCOG financing team have further reviewed the form of the CaliforniaFIRST Amended and Restated Master Indenture and have recommended that the Executive Committee approve such form; and

WHEREAS, on October 2, 2017 the Executive Committee adopted Resolution Number 43-17 authorizing PACE Funding Group, LLC to serve as a Program Administrator for its Energy Efficiency and Water Conservation Program for Western Riverside County (the "PACE Funding Program") and approving the form of master indenture (the "PACE Funding Master Indenture") to provide for the issuance of the WRCOG PACE funding Limited Obligation Improvement Bonds (the "PACE Funding Bonds"); and

WHEREAS, on January 8, 2018, the Executive Committee adopted Resolution Number 02-18 authorizing Greenworks Lending, LLC to serve as a Program Administrator for its Energy Efficiency and Water Conservation Program for Western Riverside County and the California PACE Program (the “Greenworks Program”) and approving the form of master indenture (the “Greenworks Master Indenture”) to provide for the issuance of the Greenworks Limited Obligation Bonds (the “Greenworks Bonds”); and

WHEREAS, WRCOG staff and the WRCOG financing team have advised the Executive Committee that the projected volume of bonds for the CaliforniaFIRST Program, PACE Funding Program and Greenworks Program (collectively, the “Programs” each individually a “Program”) to be issued annually upon the security of voluntary contractual assessments levied on residential and parcels will be such that the owners of such bonds will undertake securitization of such bonds multiple times per year, thereby necessitating the approval of multiple master indentures or amendments and restatements thereof annually as such securitizations occur, and have recommended that the Executive Committee delegate to the Executive Director the authority to approve, subject to the review of and concurrence by Best Best & Krieger, LLP, as bond counsel to WRCOG for the Programs (“Bond Counsel”), a new master indenture or amendment and restatement of an existing master indenture for each new tranche of such bonds for each Program substantially in the forms of the master indentures presented to and approved by the Executive Committee for the PACE Funding Bonds and Greenworks Bonds, respectively, and the CaliforniaFIRST Amended and Restated Master Indenture for the CaliforniaFIRST Bonds in order to facilitate the ongoing issuance of such bonds and administration thereof, and the subsequent securitization thereof.

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

Section 1. Recitals. The above recitals are true and correct.

Section 2. Approval of the Form of the Amended and Restated Master Indenture for the CaliforniaFIRST Bonds. With respect to the CaliforniaFIRST Bonds to be issued on or after the effective date of this resolution to fund the installation of Improvements on residential parcels, the Executive Committee hereby approves the form of the CaliforniaFIRST Amended and Restated Master Indenture substantially in the form on file with the Secretary, together with any changes therein and additions thereto approved by the Executive Director of WRCOG, or any designee of the Executive Director (each, an “Authorized Representative”) and reviewed and concurred in by Bond Counsel, and the execution thereof by an Authorized Representative shall be conclusive evidence of the approval of any such changes or additions. The Executive Committee hereby authorizes and directs an Authorized Representative to execute the final form of the Amended and Restated Master Indenture for and in the name of WRCOG for each series of the CaliforniaFIRST Bonds. The Executive Committee hereby authorizes the delivery and performance of the CaliforniaFIRST Amended and Restated Master Indenture for each series of the CaliforniaFIRST Bonds.

The Executive Committee hereby approves the form of the Supplemental Indenture (as defined in the CaliforniaFIRST Amended and Restated Master Indenture) substantially in the form contained in the CaliforniaFIRST Amended and Restated Master Indenture, together with any changes therein or additions thereto approved by an Authorized Representative, required for the issuance of each CaliforniaFIRST Bond, and the execution thereof by an Authorized Representative shall be conclusive evidence of the approval of any such changes or additions. The Executive Committee hereby authorizes and directs an Authorized Representative to execute the final form of each Supplemental Indenture for and in the name of WRCOG for each series of CaliforniaFIRST Bonds. The Executive Committee hereby authorizes the delivery and performance of each Supplemental Indenture for each series of CaliforniaFIRST Bonds.

Section 3. Delegation of Authority to Approve Additional Master Indentures or Amendments and Restatements thereof for the CaliforniaFIRST Program and Order the Closure of such Master Indentures. With respect to additional future property tranche bonds for the CaliforniaFIRST Bonds (each, "Future CaliforniaFIRST Property Tranche Bonds"), to be issued on or after the effective date of this Resolution, the Executive Committee hereby delegates to the Executive Director the authority to approve the master indenture or amendment and restatement of an existing master indenture for each such tranche of bonds (each, a "Future CaliforniaFIRST Master Indenture") so long as such master indenture is substantially in the form of the CaliforniaFIRST Master Indenture, together with any changes therein and additions thereto approved by the Executive Director, or an Authorized Representative, and reviewed and concurred in by Bond Counsel, and the execution thereof by an Authorized Representative shall be conclusive evidence of the approval of any such changes or additions. The Executive Committee hereby authorizes and directs an Authorized Representative to execute the final form of each such Future CaliforniaFIRST Master Indenture for and in the name of WRCOG for each series of the Future CaliforniaFIRST Property Tranche Bonds authorized to be issued pursuant to such Future Master Indenture. The Executive Committee hereby authorizes the delivery and performance of such Future CaliforniaFIRST Master Indenture for each series of such Future Residential Property Tranche Bonds.

The Executive Committee hereby delegates to the Executive Director the authority to approve each supplemental indenture required for the issuance of each series of such Future CaliforniaFIRST Tranche Bond (each, a "Future CaliforniaFIRST Supplemental Indenture") pursuant to the applicable Future CaliforniaFIRST Master Indenture, and the execution thereof by an Authorized Representative shall be conclusive evidence of the approval of any such changes or additions. The Executive Committee hereby authorizes and directs an Authorized Representative to execute the final form of each Future CaliforniaFIRST Supplemental Indenture for and in the name of WRCOG for each series of Future CaliforniaFIRST Tranche Bonds. The Executive Committee hereby authorizes the delivery and performance of each such Future Supplemental Indenture for each series of Future CaliforniaFIRST Tranche Bonds.

Proposed provisions of any Future CaliforniaFIRST Master Indenture that constitute substantive revisions to the CaliforniaFIRST Master Indenture shall be subject to the approval of the Executive Committee.

The Executive Director or another Authorized Representative is hereby authorized to order the closure of any Future CaliforniaFIRST Tranche Master Indenture and direct that no further bonds be issued pursuant to such master indenture by delivering a certificate of WRCOG to such effect as provided for in the applicable Future California Master Indenture to the trustee under such Future CaliforniaFIRST Master Indenture.

Section 4. Delegation of Authority to Approve Additional Master Indentures or Amendments and Restatements thereof for the PACE Funding Program and Order the Closure of such Master Indentures. With respect to additional future property tranche bonds for the PACE Funding Bonds (each, "Future PACE Funding Property Tranche Bonds"), to be issued on or after the effective date of this Resolution, the Executive Committee hereby delegates to the Executive Director the authority to approve the master indenture or amendment and restatement of an existing master indenture for each such tranche of bonds (each, a "Future PACE Funding Master Indenture") so long as such master indenture is substantially in the form of the PACE Funding Master Indenture, together with any changes therein and additions thereto approved by the Executive Director, or an Authorized Representative, and reviewed and concurred in by Bond Counsel, and the execution thereof by an Authorized Representative shall be conclusive evidence of the approval of any such changes or additions. The Executive Committee hereby authorizes and directs an Authorized Representative to execute the final form of each such Future PACE Funding Master Indenture for and in the name of WRCOG for each series of the Future PACE Funding Property Tranche Bonds authorized to be issued pursuant to such Future Master Indenture. The Executive Committee hereby authorizes the delivery and performance of

such Future PACE Funding Master Indenture for each series of such Future Residential Property Tranche Bonds.

The Executive Committee hereby delegates to the Executive Director the authority to approve each supplemental indenture required for the issuance of each series of such Future PACE Funding Tranche Bond (each, a "Future PACE Funding Supplemental Indenture") pursuant to the applicable Future PACE Funding Master Indenture, and the execution thereof by an Authorized Representative shall be conclusive evidence of the approval of any such changes or additions. The Executive Committee hereby authorizes and directs an Authorized Representative to execute the final form of each Future PACE Funding Supplemental Indenture for and in the name of WRCOG for each series of Future PACE Funding Tranche Bonds. The Executive Committee hereby authorizes the delivery and performance of each such Future Supplemental Indenture for each series of Future PACE Funding Tranche Bonds.

Proposed provisions of any Future PACE Funding Master Indenture that constitute substantive revisions to the PACE Funding Master Indenture shall be subject to the approval of the Executive Committee.

The Executive Director or another Authorized Representative is hereby authorized to order the closure of any Future PACE Funding Tranche Master Indenture and direct that no further bonds be issued pursuant to such master indenture by delivering a certificate of WRCOG to such effect as provided for in the applicable Future California Master Indenture to the trustee under such Future PACE Funding Master Indenture.

Section 5. Delegation of Authority to Approve Additional Master Indentures or Amendments and Restatements thereof for the Greenworks Program and Order the Closure of such Master Indentures. With respect to additional future property tranche bonds for the Greenworks Bonds (each, "Future Greenworks Property Tranche Bonds"), to be issued on or after the effective date of this Resolution, the Executive Committee hereby delegates to the Executive Director the authority to approve the master indenture or amendment and restatement of an existing master indenture for each such tranche of bonds (each, a "Future Greenworks Master Indenture") so long as such master indenture is substantially in the form of the Greenworks Master Indenture, together with any changes therein and additions thereto approved by the Executive Director, or an Authorized Representative, and reviewed and concurred in by Bond Counsel, and the execution thereof by an Authorized Representative shall be conclusive evidence of the approval of any such changes or additions. The Executive Committee hereby authorizes and directs an Authorized Representative to execute the final form of each such Future Greenworks Master Indenture for and in the name of WRCOG for each series of the Future Greenworks Property Tranche Bonds authorized to be issued pursuant to such Future Master Indenture. The Executive Committee hereby authorizes the delivery and performance of such Future Greenworks Master Indenture for each series of such Future Residential Property Tranche Bonds.

The Executive Committee hereby delegates to the Executive Director the authority to approve each supplemental indenture required for the issuance of each series of such Future Greenworks Tranche Bond (each, a "Future Greenworks Supplemental Indenture") pursuant to the applicable Future Greenworks Master Indenture, and the execution thereof by an Authorized Representative shall be conclusive evidence of the approval of any such changes or additions. The Executive Committee hereby authorizes and directs an Authorized Representative to execute the final form of each Future Greenworks Supplemental Indenture for and in the name of WRCOG for each series of Future Greenworks Tranche Bonds. The Executive Committee hereby authorizes the delivery and performance of each such Future Supplemental Indenture for each series of Future Greenworks Tranche Bonds.

Proposed provisions of any Future Greenworks Master Indenture that constitute substantive revisions to the Greenworks Master Indenture shall be subject to the approval of the Executive Committee.

The Executive Director or another Authorized Representative is hereby authorized to order the closure of any Future Greenworks Tranche Master Indenture and direct that no further bonds be issued pursuant to such master indenture by delivering a certificate of WRCOG to such effect as provided for in the applicable Future California Master Indenture to the trustee under such Future Greenworks Master Indenture.

Section 6. Effective Date. This Resolution shall take effect upon the date of its adoption.

PASSED AND ADOPTED at a Meeting of the Executive Committee of the Western Riverside Council of Governments held on May 7, 2018.

Deborah Franklin, Chair
WRCOG Executive Committee

Rick Bishop, Secretary
WRCOG Executive Committee

Approved as to form:

Steven DeBaun
WRCOG Legal Counsel

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

Item 5.D

PACE Program Activities Update

Attachment 2

WRCOG Master Indenture for the
CaliforniaFIRST Program

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AMENDED AND RESTATED MASTER INDENTURE

between

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

and

WILMINGTON TRUST, NATIONAL ASSOCIATION
as Trustee

Dated as of [____], 2018

Relating to:

**ENERGY EFFICIENCY AND WATER CONSERVATION PROGRAM
FOR WESTERN RIVERSIDE COUNTY
CaliforniaFIRST**

(M5WR)

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MASTER INDENTURE

THIS AMENDED AND RESTATED MASTER INDENTURE (this “**Master Indenture**”) is made and entered into as of April 26, 2018, between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS, a joint exercise of powers agency duly organized and existing under the Constitution and laws of the State of California (the “**WRCOG**”), and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America (the “**Trustee**”),

BACKGROUND:

WHEREAS, WRCOG is authorized to act under Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (the “**Act**”) pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California;

WHEREAS, the Executive Committee of WRCOG (the “**Executive Committee**”) previously adopted Resolution No. 09-10 on March 1, 2010 (the “**Resolution of Intention**”) to initiate proceedings under the Act in and for the territory within the County of Riverside (the “**County**”) and the cities listed in Appendix 1 (collectively, the “**Covered Jurisdictions**,” each a “**Covered Jurisdiction**”) (the “**Program Area**”) to establish the Energy Efficiency and Water Conservation Program for Western Riverside County (the “**Program**”), pursuant to which WRCOG would enter into contractual assessments to finance the installation of distributed generation renewable energy, energy efficiency and water efficiency improvements as described in the Resolution of Intention;

WHEREAS, by the Resolution of Intention, the Executive Committee declared its intention to issue one or more series of bonds under the Improvement Bond Act of 1915, Division 10 of the California Streets and Highways Code (as amended, the “**Bond Law**”), and reference to the Resolution of Intention is hereby expressly made for further particulars;

WHEREAS, after holding a duly noticed public hearing at which interested persons were allowed to object to or inquire about the proposed Program within the Program Area or any of the Program’s particulars, the Executive Committee adopted Resolution No. 13-10 on June 7, 2010 (the “**Resolution Confirming Program Report**”), which has been subsequently amended, pursuant to which the Executive Committee, among other things, (i) confirmed and approved a report (as subsequently amended as described below, the “**Program Report**”) addressing all the matters required by the Act, including a draft agreement between WRCOG and property owners participating in the Program providing for payment of contractual assessments, (ii) established the Program, and (iii) authorized Authorized Officers (as defined herein) to execute agreements (“**Assessment Contracts**”) with the owners of property in the Program Area to provide for the levy of contractual assessments to finance installation of distributed generation renewable energy, energy efficiency and water efficiency improvements;

WHEREAS, under the Act and the Bond Law, the Executive Committee adopted Resolution No. 03-12 on July 29, 2011, which has been subsequently amended (the “**Initial Resolution of Issuance**”), which among other matters, authorized the issuance of one or more series of limited obligation improvement bonds of WRCOG upon the security of assessments levied on the participating parcels within the Program Area under the Act and the Bond Law, and

provided that the issuance of the Bonds (as defined herein) would be in accordance with the Bond Law and a master indenture and authorized the execution thereof;

WHEREAS, under the Act and the Bond Law, the Executive Committee adopted Resolution No. 04-17 on March 6, 2017 (the “**Resolution of Issuance**”), which among other matters, approved Renew Financial Group LLC as an additional program administrator for the Program, approved the form of master indenture for residential property and authorized the Executive Director of WRCOG to enter into any ancillary or supplemental agreements as may be necessary or for the convenience of WRCOG to perform its duties under the master indenture, and authorized the issuance of one or more series of limited obligation improvement bonds of WRCOG upon the security of assessments levied on the participating parcels with the Program Area and under the Act and the Bond Law, and provided that the issuance of such bonds would be in accordance with the Bond Law and a master indenture and authorized the execution thereof;

WHEREAS, pursuant to Resolution No. 04-17, WRCOG and Wilmington Trust, National Trust Company, as trustee (the “California First Trustee”), entered into the master indenture, dated as of November 16, 2017 (the “**Original Master Indenture**”), to provide for the issuance of to provide for the issuance of the Bonds, the pledge of contractual assessments to secure and repay the Bonds and the administration of the Bonds;

WHEREAS, Section 5898.28(b) of the Act permits the Authority to transfer its right, title and interest in and to any voluntary contractual assessment for a term not to exceed three years (an “**Assignment**”, or “**Assignments**”, as applicable);

WHEREAS, the Authority previously entered into that certain Master Assignment and Assumption Agreement (Rate Choice) by and between the Authority and RenewPACE WH II LLC, dated as of January 18, 2018 (the “**Financing MAAA**”), and that certain Depositary and Account Control Agreement (Rate Choice) by and among the Authority, RenewPACE WH II LLC, Renew Financial Group LLC and Wilmington Trust, National Association, as depositary, dated as of January 18, 2018 (the “**Financing DACA**”), as either of such documents may be amended in the future, pursuant to which Financing MAAA and Financing DACA the Authority and RenewPACE WH II LLC effected several Assignments (the “**Financing Assignments**”);

WHEREAS, the Authority now desires to amend and restate the Original Master Indenture with the consent of the owners of the Bonds in accordance with the requirements of Section 8.01(A) of the Original Master Indenture in order to (i) provide for the issuance of Bonds hereunder in exchange for the re-conveyance to the Authority of the right, title and interest in and to certain Assessments (the “**Financing Assessments**”) that were previously sold and transferred to RenewPACE WH II LLC pursuant to the Financing Assignments, all as contemplated by and in accordance with the Financing MAAA (such exchange, a “**Financing Take-Out**”) and (ii) make certain other revisions;

WHEREAS, WRCOG has determined that it is in the public interest and for the benefit of WRCOG and the owners of the Bonds that WRCOG enter into this Master Indenture, and that all things necessary to cause the Bonds, when authenticated by the Trustee and issued as provided in the Bond Law, the Resolution of Issuance, and this Master Indenture, to be legal, valid and binding limited obligations in accordance with their terms, and all things necessary to cause the creation, authorization, execution and delivery of this Master Indenture and the creation, authorization, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, in consideration of the covenants and provisions herein set forth and for other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I

STATUTORY AUTHORITY AND DEFINITIONS

Section 1.01. Authority for this Master Indenture. This Master Indenture is entered into under the Act, the Bond Law and the Resolution of Issuance.

Section 1.02. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.02 will, for all purposes of this Master Indenture, of any Supplemental Indenture (as herein defined), and of any certificate, opinion or other document herein mentioned, have the meanings herein specified.

"ABS Trustee" means the entity specified by an Owner in a written notice to WRCOG and the Trustee as acting as trustee in respect of an issuance of asset-backed securities by such Owner, where such asset-backed securities are secured in whole or in part by one or more Bonds.

"Accredited Investor" means an "accredited investor" as such term is defined in Rule 501(a) of Regulation D promulgated under the United States Securities Act of 1933, as amended.

"Act" has the meaning ascribed to it in the recitals to this Master Indenture.

"Administrative Expense Fund" means the fund designated "WRCOG CaliforniaFIRST Limited Obligation Improvement Bonds (M5WR), Administrative Expense Fund," established and administered pursuant to Section 4.03.

"Administrative Expenses" means costs directly related to the administration of the Program, as determined by WRCOG in its sole discretion, including but not limited to: (i) the actual costs of preparing the annual Assessment installment collection schedules (whether by an employee of WRCOG or a consultant or both) and the actual costs of collecting the Assessment installments (whether by a county or otherwise); (ii) the actual costs of remitting the Assessment installments to the Trustee; (iii) the actual costs of the Trustee (including its legal counsel) in the discharge of its duties under the Indenture; (iv) the actual costs of WRCOG or its designee of complying with the disclosure provisions of the Act, the Bond Law, federal securities laws and the Indenture, including those related to public inquiries regarding the Assessments and disclosures to Owners of the Bonds; (v) the actual costs of WRCOG or its designee related to an appeal or challenge of the Assessment; (vi) any amounts required to be rebated to the federal government; (vii) an allocable share of the salaries of WRCOG staff directly related to the foregoing and a proportionate amount of WRCOG general administrative overhead related thereto; (viii) costs related to prepayments of Assessments; (ix) the costs of prosecuting foreclosure of delinquent Assessment installments; and (x) other amounts advanced by the Authority for any administrative purpose relating to the Program.

"Affiliate" means, with respect to any Person, any other person that (i) directly or indirectly controls, is controlled by or is under common control with such person or (ii) is an officer or director of such person. A Person shall be deemed to be "controlled by" another person if such other person possesses, directly or indirectly, power to (a) vote more than 50% of the securities (on a fully diluted basis) having ordinary voting power for the election of directors or managing partners of such other person or (b) direct or cause the direction of the management and policies of such other person whether by contract or otherwise.

“Aggregate Collections Account” means the account by that name pursuant to the Custodian Agreement dated as of June 1, 2017 between WRCOG and the Trustee.

“Assessment” or “Assessments” means the unpaid contractual assessment(s) levied on the Participating Parcel(s) pursuant to an Assessment Contract(s), including the principal component, interest component, Administrative Expense component, any proceeds of the redemption or sale of property, sold as a result of foreclosure of the lien of the unpaid contractual assessment(s), and Penalties and Interest.

“Assessment Administrative Fee” means, as to each Participating Parcel, the administrative fee due and payable pursuant to an Assessment Contract that shall be collected on the property tax bill pertaining to such Participating Parcel.

“Assessment Administrator” means David Taussig & Associates, and its successors, or any financial consultant or firm of such financial consultants judged by WRCOG to have experience in the administration for and on behalf of public agencies of assessments similar to the Assessments levied by such public agencies in the State of California.

“Assessment Collection Account” means the account within the Redemption Fund designated as the “WRCOG CaliforniaFirst Limited Obligation Improvement Bonds (M5WR) Assessment Collection Account,” established and administered by the Trustee pursuant to Section 4.01 hereof.

“Assessment Contract” means a contract between WRCOG and the owner of a Participating Parcel pursuant to which the owner agrees to pay Assessments and WRCOG agrees to finance the installation of Improvements on the Participating Parcel.

“Assessment Installment” means, as to each Participating Parcel, the portion of the principal amount of the Assessment, together with the interest on the Assessment, due and payable pursuant to an Assessment Contract that shall be collected on the property tax bill pertaining to such Participating Parcel.

“Assignment” or “Assignments” has the meaning given to it in the recitals to this Master Indenture.

“Assignment” has the meaning given to it in Section 3.07(A).

“Assignment Confirmation” has the meaning given to it in Section 3.07(A)(i).

“Assignment Date” means, for a particular Transferred Interest, the date on which an Assignment becomes effective pursuant to Section 3.07(A).

“Assignment Term” means, with respect to any Transferred Interest, the period beginning on (and including) the applicable Assignment Date and ending on (but excluding) the applicable Assignment Termination Date.

“Assignment Termination Date” means, with respect to a Transferred Interest, the earlier of the (i) Three-Year Anniversary or (ii) re-conveyance of the Transferred Interest from the Program Administrator to WRCOG in exchange for a Take-Out Bond or cash, as applicable.

“Auditor” means the auditor/controller or tax collector of the County, or such other official of the County who is responsible for preparing real property taxbills.

“Authorized Denominations” means, for each series of Bonds, an amount equal to the least of (a) \$100,000 and any increment of \$5,000 in excess of \$100,000 (provided, however, one Bond of the series may be in an odd amount in excess of \$100,000) and (b) the initial principal amount of the Outstanding Bonds of the series.

“Authorized Officer” means an Authorized Signatory as designated by a resolution of the Executive Committee of WRCOG.

“Bond” or **“Bonds”** means all series of WRCOG’s bonds entitled “WRCOG CaliforniaFIRST Limited Obligation Improvement Bonds (M5WR),” as authorized, executed and delivered under the Indenture.

“Bond Counsel” means Best Best & Krieger LLP, and its successors, and any other attorney or firm of bond counsel selected by WRCOG.

“Bond Law” has the meaning ascribed to it in the recitals to this Master Indenture.

“Bond Register” means the books maintained by the Trustee pursuant to Section 2.07 for the registration and transfer of ownership of the Bonds.

“Bond Year” means, with respect to any series of Bonds, the twelve-month period beginning on September 3 in each year and ending on September 2 in the following year except that (i) the first Bond Year will begin on the date of delivery of such series of Bonds and end on the next September 2, and (ii) the last Bond Year may end on a Payment Date or on such other date on which the Bonds are fully redeemed.

“Business Day” means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in California or in the state in which the Trustee has its principal corporate trust office are authorized or obligated by law or executive order to be closed.

“Capitalized Interest Account” means the account within the Redemption Fund and designated “WRCOG CaliforniaFIRST Limited Obligation Improvement Bonds (M5WR), Capitalized Interest Account,” established and administered under Section 4.01 hereof.

“Closing Date” means, with respect to any series of Bonds, the date of the initial issuance and delivery of such series of Bonds.

“Collateral” has the meaning set forth in Section 3.01 of this Master Indenture.

“Collection Account” means the Collection Account established under the Depositary and Account Control Agreement.

“Complying Take-Out Bonds” means with respect to any Transferred Interests as of any date of determination, Take-Out Bonds having the Take-Out Bond Parameters with respect to such Transferred Interests.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to WRCOG relating to the authorization, issuance, sale and delivery of the Bonds, including but not limited to, origination fees; printing expenses; rating agency fees, if any; filing and recording fees; expenses and charges of the Trustee and its counsel, including the Trustee’s first annual administrative fee; fees, charges and disbursements of attorneys, financing advisors,

accounting firms, consultants and other professionals; fees and charges for preparation, execution and safekeeping of the Bonds; and any other cost, charge or fee in connection with the original issuance of the Bonds.

"Costs of Issuance Fund" means the Costs of Issuance Fund established and administered pursuant to Section 4.05.

"County" has the meaning ascribed to it in the recitals to this Master Indenture.

"County Teeter Plan" means an alternative method of distribution of tax levies and collection of tax sales proceeds pursuant to Section 4701 *et seq.* of the California Revenue and Taxation Code.

"Coupon Interest" means, as to each series of Bonds, the interest calculated at the Coupon Interest Rate.

"Coupon Interest Rate" means, as to each series of Bonds, the annual interest rate stated on the Bond.

"Covered Jurisdiction" has the meaning ascribed to it in the recitals to this Master Indenture.

"De Minimis Advance" has the meaning ascribed to it in Section 4.01(F) of this Master Indenture.

"De Minimis Draw" has the meaning ascribed to it in Section 4.01(E) of this Master Indenture.

"Debt Service" means, for each Bond Year, the sum of (i) the Interest due on the Outstanding Bonds in such Bond Year, assuming that the principal of the Outstanding Bonds is paid as scheduled, and (ii) the principal amount of the Outstanding Bonds due in such Bond Year.

"Delinquency Purchaser" has the meaning ascribed to it in Section 5.02(A) of this Master Indenture.

"Depository" means Wilmington Trust, National Association, acting depository under the Depository and Account Control Agreement.

"Depository and Account Control Agreement" means that certain Depository and Account Control Agreement by and among WRCOG, Program Administrator, Depository and Transferee in connection with Section 3.07 hereof.

"Event of Default" means any event described as an Event of Default in Section 9.01.

"Excess Interest" means, as to each series of Bonds, (i) with respect to the March 2nd Payment Date, the aggregate amount of interest revenues payable on such Payment Date, other than Coupon Interest, from the Assessments initially financed by such series of Bonds and the Financing Assessments refinanced by such series of Bonds and (ii) with respect to the September 2nd Payment Date, the aggregate amount of interest revenues payable on such Payment Date, other than Coupon Interest, from the Assessments initially financed by such series of Bonds and the Financing Assessments refinanced by such series of Bonds.

“Excess Program Fund Proceeds” means the proceeds from the issuance of a Bond deposited in the Program Fund for the payment or reimbursement of Improvement Costs for the installation of Improvements on a Participating Parcel that remain following the payment of all such Improvement Costs.

“Extraordinary Mandatory Redemption Account” means the account within the Redemption Fund designated as the “WRCOG CaliforniaFIRST Limited Obligation Improvement Bonds (M5WR) Extraordinary Mandatory Redemption Account,” established by the Trustee pursuant to Section 4.01(A)(3).

“Federal Securities” means any of the following which are non-callable and which at the time of investment are legal investments under the laws of the State of California for funds held by the Trustee:

(i) direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the United States Department of the Treasury) and obligations, the timely payment of principal of and interest on which are, directly or indirectly, fully and unconditionally guaranteed by the United States of America, including, without limitation, such of the foregoing which are commonly referred to as stripped obligations and coupons; or

(ii) any of the following obligations of the following agencies of the United States of America:

(a) direct obligations of the Export-Import Bank,

(b) certificates of beneficial ownership issued by the Farmers Home Administration,

(c) participation certificates issued by the General Services Administration

(d) mortgage-backed bonds or pass-through obligations issued and guaranteed by the Government National Mortgage Association,

(e) project notes issued by the United States Department of Housing and Urban Development, and

(f) public housing notes and bonds guaranteed by the United States of America.

“Financing Assessments” has the meaning ascribed to it in the recitals to this Master Indenture.

“Financing Assignments” has the meaning ascribed to it in the recitals to this Master Indenture.

“Financing DACA” has the meaning ascribed to it in the recitals to this Master Indenture.

“Financing Depositary” means Wilmington Trust, National Association, in its capacity as depositary under the Financing DACA.

“Financing MAAA” has the meaning ascribed to it in the recitals to this Master Indenture.

“Financing Re-Conveyance Instrument” means an assignment instrument substantially in the form attached as Exhibit C to the Financing MAAA.

“Financing Take-Out” has the meaning ascribed to it in the recitals to this Master Indenture.

“Improvements” means the distributed generation renewable energy, energy efficiency and water efficiency improvements to be installed on the Participating Parcels pursuant to the Assessment Contracts and as authorized under the Act, the Bond Law and the Program Report.

“Indenture” means the Master Indenture, as it may be amended or supplemented from time to time by any Supplemental Indenture executed under the provisions of the Master Indenture.

“Interest” means, as to each series of Bonds, the Coupon Interest and the Excess Interest, collectively.

“Initial Resolution of Issuance” has the meaning ascribed to it in the recitals to this Master Indenture.

“Master Indenture” means this Master Indenture.

“Member Agency” means each party to WRCOG, as determined pursuant to Section 2.1 of the Joint Exercise of Powers Agreement.

“Officer’s Certificate” or **“Certificate of WRCOG”** means a written certificate of WRCOG signed by an Authorized Officer of WRCOG.

“Outstanding” when used as of any particular time with reference to Bonds, means, subject to the provisions of Section 8.03, all Bonds except:

- (i) Bonds canceled by the Trustee or surrendered to the Trustee for cancellation;
- (ii) Bonds paid or deemed to have been paid within the meaning of Article X;
- (iii) Bonds in lieu of or in substitution for which other Bonds have been authorized, executed, issued and delivered by WRCOG pursuant to the Indenture.

“Owner” or **“Bond Owner”** means the registered owner of any Outstanding Bond as shown on the Bond Register of the Trustee under Section 2.07.

“Participating Parcel Value” means, with respect to a Participating Parcel, the sum of (a) any one of the following: (i) the market value based on an automated valuation model value provided an independent third party selected by the Program Administrator,

(ii) if the related Property Owner has obtained an appraisal from a licensed appraiser acceptable to the Program Administrator, such appraised value or comparable report, (iii) the most recent assessed value of the Participating Parcel as listed in the related district records of the County, or (iv) a real estate broker price opinion that states the real estate broker's opinion as to property value with respect to the Participating Parcel and (b) the value of the eligible improvement multiplied by a factor determined by the Program Administrator.

"Participating Parcels" means the parcels within a Covered Jurisdiction's Program Area that are subject to the lien of an Assessment pursuant to an Assessment Contract and that are specified in a Supplemental Indenture.

"Payment Dates" means March 2 and September 2 of each year, commencing on the date designated in the Supplemental Indenture for the applicable series of Bonds.

"Payment Shortfall" has the meaning ascribed to it in Section 4.01(B) of this Master Indenture.

"Penalties and Interest" means, with respect to a Participating Parcel, any (i) penalties on any delinquent contractual assessment installment levied on the Participating Parcel pursuant to an Assessment Contract, excluding any such penalties that are payable to the County and (ii) interest on a contractual assessment levied on the Participating Parcel pursuant to an Assessment Contract in excess of (A) the scheduled interest installments provided in the Assessment Contract and (B) the interest accrued on any past-due principal installments at the same interest rate reflected by the scheduled interest installments provided in the Assessment Contract.

"Permitted Investments" means any of the following:

- (a) Federal Securities.
- (b) Federal Housing Administration debentures.
- (c) Unsecured certificates of deposit, time deposits, demand deposits, overnight bank deposits, trust funds, trust accounts, interest-bearing deposits, interest-bearing money market accounts, and bankers' acceptances (having maturities of not more than 30 days) of any bank (including those of the Trustee and its affiliates) the short-term obligations of which are rated "A-1" or better by S&P.
- (d) Deposits the aggregate amount of which are fully insured by the Federal Deposit Insurance Corporation (FDIC), in banks which have capital and surplus of at least \$5 million (including those of the Trustee and its affiliates).
- (e) Commercial paper (having original maturities of not more than 270 days) rated "A-1+" by S&P and "Prime-1" by Moody's.
- (f) State Obligations, which means

Direct general obligations of any state of the United States or any subdivision or agency thereof to which is pledged the full faith and credit of a state the unsecured general obligation debt of which is rated "A3" by Moody's and "A"

by S&P, or better, or any obligation fully and unconditionally guaranteed by any state, subdivision or agency whose unsecured general obligation debt is so rated.

(i) Direct, general short-term obligations of any state agency or subdivision described in (i) above and rated “A-1+” by S&P and “Prime-1” by Moody’s.

(ii) Special Revenue Bonds (as defined in the United States Bankruptcy Code) of any state, state agency or subdivision described in (i) above and rated “AA” or better by S&P and “Aa” or better by Moody’s.

(g) Pre-refunded municipal obligations rated “AAA” by S&P and “Aaa” by Moody’s meeting the following requirements:

(i) the municipal obligations are (A) not subject to redemption prior to maturity or (B) the trustee for the municipal obligations has been given irrevocable instructions concerning their call and redemption and the issuer of the municipal obligations has covenanted not to redeem such municipal obligations other than as set forth in such instructions;

(ii) the municipal obligations are secured by cash or United States Treasury Obligations that may be applied only to payment of the principal of, interest and premium on such municipal obligations;

(iii) the principal of and interest on the United States Treasury Obligations (plus any cash in the escrow) has been verified by the report of independent certified public accountants to be sufficient to pay in full all principal of, interest, and premium, if any, due and to become due on the municipal obligations (“Verification”);

(iv) the cash or United States Treasury Obligations serving as security for the municipal obligations are held by an escrow agent or trustee in trust for owners of the municipal obligations;

(v) no substitution of a United States Treasury Obligation will be permitted except with another United States Treasury Obligation and upon delivery of a new Verification; and

(vi) the cash or the United States Treasury Obligations are not available to satisfy any other claims, including those by or against the trustee or escrow agent.

(h) Investments in (i) the Wilmington Trust Government Money Market Account, or (ii) a money market mutual fund rated AAAM or AAAM-G or better by S&P and having a rating in the highest investment category granted thereby from Moody’s, including, without limitation any mutual fund for which the Trustee or an affiliate of the Trustee serves as investment manager, administrator, shareholder servicing agent, or custodian or subcustodian, notwithstanding that (1) the Trustee or an affiliate of the Trustee receives fees from funds for services rendered, (2) the Trustee collects fees for services rendered pursuant to the Indenture, which fees are separate from the fees received from such funds, and (3) services performed

for such funds and pursuant to the Indenture may at times duplicate those provided to such funds by the Trustee or an affiliate of the Trustee.

(i) Repurchase and reverse repurchase agreements collateralized with securities described in (a) and (b) above, including those of the Trustee or any of its affiliates.

(j) California's Local Agency Investment Fund ("LAIF").

(k) Shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State of California which invests exclusively in investments permitted by Section 53601 of Title 5, Division 2, Chapter 4 of the Government Code of California, as it may be amended.

"Person" means an individual, partnership, corporation (including a business or statutory trust), limited liability company, joint stock company, trust, unincorporated association, sole proprietorship, joint venture, government (or any agency or political subdivision thereof) or other entity.

"Prepayment Account" means the account within the Redemption Fund and designated "WRCOG CaliforniaFIRST Limited Obligation Improvement Bonds (M5WR), Prepayment Account," established and administered under Section 4.01 hereof.

"Prepayment Shortfall" has the meaning ascribed to it in Section 4.01(B) of this Master Indenture.

"Prepayments" means prepayments of any scheduled payments of Assessments received by WRCOG, including the principal component, the Interest component and any prepayment premium, but excluding any Administrative Expense component of such prepayments (which shall be deposited into the Administrative Expense Fund).

"Principal Office" means the corporate trust office of the Trustee in Costa Mesa, California, located at such address as will be specified in a written notice by the Trustee to WRCOG under Section 10.06 hereof or such other office of the Trustee designated for payment, transfer or exchange of the Bonds.

"Program Administrator" means Renew Financial Group LLC, as administrator of the Program, or its successors and assigns.

"Program Area" has the meaning ascribed to it in the recitals hereto.

"Program Fund" means the fund designated "WRCOG CaliforniaFIRST Limited Obligation Improvement Bonds (M5WR), Program Fund," established and administered under Section 4.02.

"Program Report" has the meaning ascribed to it in the recitals to this Master Indenture. **"Purchase Notice"** has the meaning given to it in Section 3.07(A).

"Re-Conveyance Instrument" means an assignment instrument substantially in the form attached hereto as Exhibit F.

“Record Date” means the 25th day of the calendar month immediately preceding the applicable Payment Date, and any date established by the Trustee as a Record Date for the payment of defaulted Interest on the Bonds, if any.

“Redemption Fund” means the fund designated “WRCOG CaliforniaFIRST Limited Obligation Improvement Bonds (M5WR), Redemption Fund,” established and administered under Section 4.01.

“Release” has the meaning given to it in Section 3.07(A).

“Release Account” means the account within the Redemption Fund and designated “WRCOG CaliforniaFIRST Limited Obligation Improvement Bonds, Release Account,” established and administered under Section 4.01 hereof.

“Release Redemption Price” has the meaning given to it in Section 3.07(A).

“Reserve Fund” means the debt service reserve fund established for the Bonds in Section 4.04 hereof.

“Reserve Fund Cap” means, as of the date of calculation, the amount that equals 10% of the Outstanding principal amount of all Bonds.

“Reserve Fund Deposit Amount” means, as to any Bond on the Closing Date thereof, 0.25% of the original principal amount thereof.

“Reserve Fund Surplus” means, as of September 3rd of any Bond Year, the amount by which the moneys on deposit in the Reserve Fund exceed the Reserve Fund Cap.

“Resolution Confirming Program Report” has the meaning ascribed to it in the recitals to this Master Indenture.

“Resolution of Issuance” has the meaning ascribed to it in the recitals to this Master Indenture.

“Series COI Deposit Amount” has the meaning set forth in Section 4.05.

“Sole Owner” means the Owner of the Bonds if all the Bonds (except any Bonds owned by the Program Administrator or its Affiliates or their respective successors and assigns) are owned by such owner or its Affiliates or their respective successors and assigns.

“Supplemental Indenture” means an agreement the execution of which is authorized by a resolution which has been duly adopted by the Executive Committee under the Bond Law and which agreement is amendatory of or supplemental to this Master Indenture (as previously amended or supplemented), but only if and to the extent that such agreement is specifically authorized hereunder.

“Take-Out Bond” means a bond issued by WRCOG, under a bond indenture (a **“Take-Out Bond Indenture”**) that is secured by WRCOG’s right to receive payment pursuant to specified Assessment Contracts.

“Take-Out Bond Issue Date” has the meaning given to it in Section 3.07(F).

“Take-Out Bond Parameters” means, as of any date of determination, with respect to any Take-Out Bonds issued in connection with Section 3.07 on such date of determination in exchange for the reassignment of one or more Transferred Interests on such date of determination, and/or in connection with Transferred Interests whose Assignment Terms are expiring on such date of determination, one or more Take-Out Bonds:

- (i) whose principal amount, maturity date(s), amortization schedules and interest rates, in the aggregate, produce cash flows that replicate the remaining scheduled principal and interest components of the contractual assessment installments under the Assessment Contract(s) relating to such Transferred Interest(s) after such date of determination;

- (ii) that complies or comply with WRCOG’s bond issuance policies as of the applicable Assignment Date;

- (iii) any purchaser of which must be an Accredited Investor and execute and deliver to WRCOG an investor letter in substantially the form and substance attached as Exhibit B to this Agreement;

- (iv) with respect to which bond counsel to WRCOG shall have issued an unqualified bond counsel opinion addressed to WRCOG, a reliance letter addressed to the purchaser and a supplemental opinion addressed to the trustee under the indenture and the purchaser; for the avoidance of doubt, such opinions shall be substantially identical to the corresponding opinions provided under the Master Indenture in connection with the issuance of Bonds (including the analogous addressees), but will exclude any opinion regarding the validity of, or the lien of, any Assessment, and contain appropriate modifications to reflect the law under which such Take-Out Bond is (or Take-Out Bonds are) being issued; and

- (v) that is or are substantially identical to the Bonds issued under the Master Indenture.

If any payments under the Assessment Contracts relating to the Transferred Interest(s) referred to above are delinquent as of such date of determination, for purposes of determining the applicable Take-Out Bond Parameters with respect to such Transferred Interest(s), such delinquent payments (including principal and interest) will be included in the principal amount of the Take-Out Bond(s) for purposes of clause (i) above.

“Take-Out Election Notice” has the meaning given to it in Section 3.07(F).

“Tax Code” means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Bonds, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Tax Code.

“Transferee” has the meaning given to it in Section 3.07(A). **“Transferee Payment”** has the meaning given to it in Section 3.07(A).

“Transferred Interest” means, with respect to an Assessment Contract as to which an Assignment has occurred pursuant to Section 3.07, all right, title and interest to receive payment from the applicable Assessment Installments; provided that notwithstanding anything in the applicable Assessment Contract to the contrary, the portion of the Assessment Installments representing interest on the Assessment shall accrue to the benefit of the Transferee from the date the Transferred Interest is assigned to the Transferee pursuant to the terms of this Agreement.

“Trustee” means Wilmington Trust, National Association, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 7.01 hereof.

“WRCOG Counsel” means the general counsel of WRCOG or designated counsel to WRCOG with respect to the Bonds.

Section 1.03. Interpretation.

(A) Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to include the neuter, masculine or feminine gender, as appropriate.

(B) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(C) All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of the Indenture; the words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to the Indenture as a whole and not to any particular Article, Section or subdivision hereof.

Section 1.04. Indenture Constitutes Contract. In consideration of the purchase and acceptance of any and all of the Bonds issued hereunder by those who shall hold the same from time to time, the Indenture shall be deemed to be and shall constitute a contract among WRCOG, the Trustee and the Owners of the Bonds. The pledge made in the Indenture and the provisions, covenants and agreements set forth in the Indenture to be performed by or on behalf of WRCOG shall be for the equal benefit, protection and security of the Owners of any and all of the Bonds. All of the Bonds, without regard to the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided in or permitted by the Indenture.

Section 1.05. Amendment and Restatement of Original Master Indenture

(A) This Master Indenture shall constitute a full amendment and complete restatement of the Original Master Indenture in accordance with Section 8.01(A) of the Original Master Indenture, except that Section 8.02 of the Original Master Indenture shall not be given effect (including but not limited to the opinion of Bond Counsel required thereby). In the case of any inconsistency between this Master Indenture and the Original Master Indenture, the terms of this Master Indenture shall control.

(B) Except to the extent set forth in this Master Indenture, the provisions of the Supplemental Indentures executed pursuant to the Original Master Indenture shall survive after the effective date of this Master Indenture and be governed by this Master Indenture.

ARTICLE II

THE BONDS

Section 2.01. Bonds Authorized. WRCOG hereby authorizes the issuance of one or more series of Bonds in Authorized Denominations under and subject to the terms of the Resolution of Issuance, the Indenture, the Act and other applicable laws of the State of California. Pursuant to the Resolution of Issuance, the Authorized Officers of WRCOG are authorized and directed to deliver any and all documents and instruments necessary to cause the issuance of the Bonds in accordance with the provisions of the Act, the Bond Law, the Resolution of Issuance and the Indenture.

Section 2.02. Procedures for Issuance of Bonds.

(A) General. WRCOG may at any time issue a series of the Bonds in Authorized Denominations payable from the Assessments and secured by first priority perfected liens upon such Assessments on the Participating Parcels and the other Collateral pledged hereunder for the payment of the Bonds subject to the following specific conditions, which are hereby made conditions precedent to the issuance of any such series of the Bonds:

(1) All the requirements of Section 3.03 have been met.

(2) The issuance of such series of the Bonds has been duly authorized pursuant to the Bond Law and all applicable laws, and the issuance of such series of the Bonds has been provided for by a Supplemental Indenture, in substantially the form attached hereto as Exhibit A, duly executed by WRCOG and the Trustee.

(3) The initial principal amount of such series of Bonds shall not cause the aggregate initial principal amount of Bonds issued pursuant to the Indenture to exceed the maximum amount permitted in the Program Report, as may be amended from time to time.

(B) Payment of Interest. Interest on the Bonds will be computed on the basis of a 360-day year of twelve 30-day calendar months and will be payable on each Payment Date. Each series of the Bonds will bear Interest from the Payment Date next preceding the date of authentication thereof, unless they are authenticated (i) during the period from the 26th day of the month next preceding a Payment Date to such Payment Date, both days inclusive, in which event such series of Bonds will bear Interest from such Payment Date or (ii) on or before the 25th day of the month next preceding the first Payment Date, in which event (a) any portion of such series of Bonds derived from Assessments initially financed by the Bonds will bear Interest from the date of delivery of such series of Bonds and (b) any portion of the Bonds derived from Financing Assessments that were the subject of a Financing Take-Out will bear Interest (x) from the March 3 preceding the date of delivery of such series of Bonds, if the most recent period during which interest was paid pursuant to the related Assessment Contracts was September 2 to March 2 or (y) from the September 3 preceding the date of delivery of such series of Bonds, if the most recent period during which interest was paid pursuant to the related Assessment Contracts was March 2 to September 2.

Notwithstanding the preceding paragraph, in the case of a newly authenticated series of Bonds ("**Exchange Bonds**") for which one or more existing series of Bonds, or bonds that are deemed issued under this Master Indenture pursuant to the provision of another master indenture that is substantially similar to Section 8.08(B) ("**Original Bonds**"), are exchanged pursuant to an exchange agreement among the County, Trustee and the Sole Owner, the accrual of Interest on the Exchange Bonds will be calculated, for the portion of outstanding principal represented by each series of Original Bonds, from

the later of the dated date or most recent Payment Date of such series of Original Bonds. In the case of a newly authenticated replacement Bond pursuant to Sections 2.05, 2.06, 2.08 and 2.09, if Interest on any Outstanding Bond is in default at the time of authentication of such newly authenticated replacement Bond, such newly authenticated replacement Bond will bear Interest from the Payment Date to which Interest had previously been paid or made available for payment on the Outstanding Bond.

(B) Method of Payment. Interest on the Bonds (including the final Interest payment upon maturity or earlier redemption) is payable in lawful money of the United States of America by check of the Trustee mailed on the applicable Payment Date by first class mail to the registered Owner thereof at such registered Owner's address as it appears on the Bond Register maintained by the Trustee at the close of business on the Record Date preceding the Payment Date (or by wire transfer made on such Payment Date upon the written instructions of any Owner of \$1,000,000 or more in aggregate principal amount of the Bonds delivered to the Trustee prior to the applicable Record Date).

The principal of a series of Bonds is payable in lawful money of the United States of America on each September 2 (except in the case of a redemption pursuant to Section 2.03(A)(ii), in which case it may be paid on any Payment Date, or pursuant to Section 2.03(A)(i) or 2.03(A)(iii), in which case it may be paid on any date) and in the amounts shown in the applicable Supplemental Indenture for such series of Bonds (except in the case of a redemption, in which case it must be paid in the applicable redemption amount, including any related premium), and, solely in the case of the redemption in whole or the maturity date of a series of Bonds, upon surrender of the Bonds at the Principal Office of the Trustee. All Bonds the principal of which is entirely paid by the Trustee under this Section will be canceled by the Trustee. The Trustee will destroy the canceled Bonds and, upon request of WRCOG, issue a certificate of destruction of such Bonds to WRCOG.

Section 2.03. Redemption.

(A) General. The Bonds will be subject to (i) mandatory redemption from amounts received by WRCOG as Prepayments as provided further in the applicable Supplemental Indenture, (ii) mandatory redemption from Excess Program Fund Proceeds as provided for below, (iii) with respect to any series of Bonds with a maturity of greater than ten years, optional redemption of such series of Bonds by WRCOG, from a source other than Prepayments or amounts deposited into the Release Account, in whole, but not in part, after ten years have elapsed since the issuance of such series of Bonds, as provided further in the applicable Supplemental Indenture and (iv) optional redemption by WRCOG in whole or in part from amounts deposited into the Release Account, if provided further in the applicable Supplemental Indenture. Any redemption of the Bonds pursuant to clauses (i), (ii), (iii) and (iv) of the previous sentence must be accompanied by accrued Interest on the principal of the Bonds to be redeemed in addition to any applicable premium as calculated in accordance with the related Supplemental Indenture(s).

WRCOG will provide written directions at the time of any redemption, including any directions as to the provisions of Part 11.1 of the Bond Law that will apply to the advance payment of Assessments and to the calling of any series of the Bonds. WRCOG will advise the Trustee of such provisions to the extent not specified herein.

Whenever less than all of the Outstanding Bonds of a series are called for redemption pursuant to Sections 2.03(A)(i) or 2.03(A)(iii), the Trustee will select the Bonds for redemption, and the amounts of such Bonds to be redeemed, on a pro rata basis (based on the outstanding

principal amounts of such Bonds) among the Bonds of that series. Upon the occurrence of a partial redemption of a series of Bonds, the debt service schedule for such series shall be reduced in a manner that maintains, as closely as practicable, level annual debt service.

(B) Extraordinary Mandatory Redemption from Excess Program Fund Proceeds.

A Bond identified in an Officer's Certificate delivered to the Trustee will be subject to extraordinary mandatory redemption, in whole or in part, from Excess Program Fund Proceeds transferred by the Trustee to the Extraordinary Mandatory Redemption Account pursuant to such Officer's Certificate directing the Trustee to utilize such funds for the extraordinary mandatory redemption of such Bond. Such extraordinary mandatory redemption shall occur on the date designated for redemption in an Officer's Certificate.

(C) Notice to Trustee. In the case of redemptions pursuant to Section 2.03(A)(i), the Program Administrator will give the Trustee written notice of the aggregate amount of Bonds to be redeemed pursuant to a Supplemental Indenture not less than 35 days prior to the applicable redemption date. In the case of redemptions pursuant to Section 2.03(A)(i), 2.03(A)(ii) or 2.03(A)(iv), the Program Administrator will give the Trustee written notice of the aggregate amount of Bonds to be redeemed pursuant to a Supplemental Indenture not less than two Business Days prior to the applicable redemption date.

(D) Redemption Procedure by Trustee.

(i) Mailing of Notice. If any series of Bonds is designated for redemption under the terms of a Supplemental Indenture, the Trustee will cause notice of any redemption to be mailed to the respective Owners of any Bonds of such series designated for redemption, at their addresses appearing on the Bond Register in the Principal Office of the Trustee, at least 30 days (or in the case of a redemption pursuant to Section 2.03(A)(i), 2.03(A)(ii) or 2.03(A)(iv), at least one Business Day) but no more than 60 days before the date designated for redemption.

Any failure to so mail any redemption notice or the failure of any person or entity to receive any such redemption notice, or any defect in any notice of redemption, will not affect the validity of the proceedings for the redemption of such series of Bonds.

(ii) Contents of Notice. Such notice will state the following:

- (1) the applicable Payment Date that will be the redemption date,
- (2) the redemption price,
- (3) the date of issue of the series of the Bonds,
- (4) the identities of the Bonds to be redeemed,
- (5) as to any series of Bonds redeemed in part pursuant to Section 2.03(A)(i), the principal amount thereof to be redeemed,
- (6) that any series of Bonds redeemed in whole must be then surrendered at the Principal Office of the Trustee for redemption at the redemption price, and
- (7) that further Interest on the Bonds (or portion thereof) called for redemption will not accrue from and after the redemption date.

(iii) Rescission of Redemption. For any redemption described in Sections 2.03(A)(ii) or 2.03(A)(iv), WRCOG may provide conditional notice of redemption that is subject to receipt of sufficient funds to accomplish the redemption and it may rescind any notice of optional redemption by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption will be cancelled and annulled if for any reason adequate funds are not on deposit in the Redemption Fund on the redemption date, and such cancellation will not constitute an Event of Default hereunder. The Trustee will mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

(iv) Identification of Bonds Redeemed. Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose will, to the extent practicable, bear the Bond number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(E) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and Interest and any premium on, the Bonds or portion of Bonds so called for redemption have been deposited into the Redemption Fund (with respect to optional redemption pursuant to Section 2.03(A)(ii)), the Release Account (with respect to optional redemption pursuant to Section 2.03(A)(iii)), the Prepayment Account (with respect to mandatory redemptions pursuant to Section 2.03(A)(i)) on the date fixed for redemption, or the Extraordinary Mandatory Redemption Account then such Bonds or portion of Bonds so called for redemption will become due and payable at the redemption price specified in the redemption notice, and such Bonds or portion of Bonds will be defeased and will cease to be entitled to any benefit or security under the Indenture other than the right to receive payment of the redemption price, and no Interest will accrue thereon on or after the redemption date specified in such notice.

All Bonds redeemed in full by the Trustee pursuant to this Section 2.03 will be canceled by the Trustee. The Trustee will destroy the canceled Bonds and, upon request of WRCOG, issue a certificate of destruction of such Bonds to WRCOG.

Section 2.04. Execution of Bonds. The Bonds of each series will be executed on behalf of WRCOG by the manual or facsimile signature of the Treasurer, or its duly authorized designee, and attested by the manual or facsimile signature of the Secretary, or its duly authorized designee. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bonds to the Owner, such signature will nevertheless be as effective as if the officer had remained in office until the delivery of the Bonds to the Owner. Any Bond may be signed and attested on behalf of WRCOG by such persons who, as of the actual date of the execution of such Bond will be the proper officers of WRCOG although at the nominal date of such Bond any such person will not have been such officer of WRCOG.

Only such Bonds as bear thereon a certificate of authentication in substantially the form set forth in the applicable Supplemental Indenture, executed and dated by the Trustee, will be valid or obligatory for any purpose or entitled to the benefits of the Indenture, and such certificate of authentication of the Trustee will be conclusive evidence that the Bonds registered hereunder have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of the Indenture.

Section 2.05. Transfer of Bonds.

(A) General. Any Bond may, in accordance with its terms, be transferred, upon the Bond Register under Section 2.07 hereof by the person in whose name it is registered, in person or by such person's duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form approved by the Trustee. The cost for any services rendered or any expenses incurred by the Trustee in connection with any such transfer will be paid by the Bond Owner. The Trustee will collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond is or Bonds are surrendered for transfer, WRCOG will execute and the Trustee will authenticate and deliver a new Bond or Bonds of the same series, for like aggregate principal amounts, maturities, and Coupon Interest Rates in the denominations herein authorized. Neither WRCOG nor the Trustee will be required to make such transfer of Bonds on or after a Record Date and before the next ensuing Payment Date.

(B) Transfer Restrictions. Unless the Trustee shall have been otherwise directed in an Officer's Certificate that is accompanied by an opinion of Bond Counsel to the effect that such transfer is consistent with federal securities law, (i) each purchaser of a Bond must be an Accredited Investor and (ii) the Bond(s) of a series may only be transferred in an Authorized Denomination to an Accredited Investor as long as there will not be more than 35 owners of such series of Bonds (when considered in the aggregate with all other owners of Bonds of such series), each of whom delivers to the Trustee and WRCOG an executed letter substantially in the form of Exhibit B attached to this Master Indenture.

Section 2.06. Exchange of Bonds. Bonds may be exchanged at the Principal Office of the Trustee for a like aggregate principal amount of Bonds of Authorized Denominations and of the same maturity and series. The cost for any services rendered or any expenses incurred by the Trustee in connection with any such exchange will be paid by WRCOG. The Trustee will collect from the Owner requesting such exchange any tax or other governmental charge required to be paid with respect to such exchange.

Neither WRCOG nor the Trustee will be required to make such exchange of Bonds after a Record Date and before the next ensuing Payment Date.

Section 2.07. Bond Register. The Trustee will keep, or cause to be kept, at its Principal Office the Bond Register for the registration and transfer of the Bonds. The Bond Register will show the series number, date, maturity amount, Coupon Interest Rates and last registered Owner of each Bond and will at all times be open to inspection by WRCOG during regular business hours on any Business Day, upon reasonable notice; and, upon presentation for such purpose, the Trustee will, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the ownership of the Bonds as hereinbefore provided.

Section 2.08. Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, will be of such Authorized Denominations as may be determined by WRCOG, and may contain such reference to any of the provisions of the Indenture as may be appropriate. Every temporary Bond will be executed by WRCOG and authenticated by the Trustee upon the same conditions and in substantially the same manner as the definitive Bonds. If WRCOG issues temporary Bonds it will execute and furnish definitive Bonds without delay and

thereupon the temporary Bonds will be surrendered, for cancellation, in exchange for the definitive Bonds at the Principal Office of the Trustee or at such other location as the Trustee will designate, and the Trustee will authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of Authorized Denominations. Until so exchanged, the temporary bonds will be entitled to the same benefits under the Indenture as definitive bonds authenticated and delivered hereunder.

Section 2.09. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond becomes mutilated, WRCOG, at the expense of the Owner of that Bond, will execute, and the Trustee will authenticate and deliver, a new Bond of the same series and of like tenor and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee will be canceled by it and destroyed by the Trustee who will, upon request of WRCOG, deliver a certificate of destruction thereof to WRCOG.

If any Bond is lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence be satisfactory to the Trustee and indemnity satisfactory to the Trustee will be given, WRCOG, at the expense of the Owner, will execute, and the Trustee will authenticate and deliver, a new Bond of the same series and of like tenor and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen. WRCOG may require payment of a sum not exceeding the actual cost of preparing each new Bond delivered under this Section 2.09 and of the expenses that may be incurred by WRCOG and the Trustee for the preparation, execution, authentication and delivery. Any Bond delivered under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen will constitute an original additional contractual obligation on the part of WRCOG whether or not the Bond so alleged to be lost, destroyed or stolen is at any time enforceable by anyone, and will be equally and proportionately entitled to the benefits of the Indenture with all other Bonds issued under the Indenture.

ARTICLE III

SECURITY; ISSUANCE OF BONDS

Section 3.01. Security for the Bonds; Pledge of Assessments and Funds. WRCOG hereby grants, assigns, conveys, pledges, charges and transfers to the Trustee, for the equal and ratable benefit of the Bond Owners, a first priority security interest (which security interest will be effected and perfected in the manner and to the extent herein provided) in and to: (i) the Assessment or Assessments (except amounts required hereunder to be deposited into the Administrative Expense Fund); (ii) the Redemption Fund and all moneys, securities or contractual or other rights to payment that are or may be owed or credited to, or deposited into, the Redemption Fund (including the Capitalized Interest Account, the Assessment Collection Account, the Prepayment Account, the Extraordinary Mandatory Redemption Account and the Release Account), or owed to, or collected, received or held by, any other person that is required to credit to or deposit such moneys or securities into the Redemption Fund by the Act, the Bond Law or the terms of this Master Indenture in each case, derived from the Assessment Installments, Prepayments, the foreclosure on a Participating Parcel on which an Assessment has been levied or payments pursuant to the County's Teeter Plan; and (iii) the Reserve Fund and all moneys, securities or contractual or other rights to payment that are or may be owed or credited to, or deposited into the Reserve Fund, except as provided in Section 4.04(D). So long as any of the Bonds are Outstanding, the Collateral shall not be used for any other purpose except as provided in this Master Indenture.

The Assessments (except amounts required hereunder to be deposited into the Administrative Expense Fund) together with all Assessment Installments and Penalties and Interest received by WRCOG or any other entity acting on WRCOG's behalf with respect to the Assessments shall constitute a trust fund for the redemption and payment of the principal of and premium, if any, on the Bonds and the Interest thereon.

WRCOG hereby transfers in trust and assigns to the Trustee, for the benefit of the Owners from time to time of the Bonds, all of the Assessments and all of the right, title and interest of WRCOG or any other person acting on behalf of WRCOG to the receipt of all Assessment Installments and Penalties and Interest owed to or received by WRCOG or any other person acting on WRCOG's behalf with respect to the Assessments hereunder. The Trustee shall be entitled to and shall receive all of the Assessment Installments and any Penalties and Interest, and any Assessment Installments or Penalties and Interest received by WRCOG or any other person acting on WRCOG's behalf with respect to the Assessments shall be deemed to be held, and to have been received, by WRCOG or such other person as the agent of the Trustee and shall forthwith be paid by WRCOG or such other person to the Trustee.

The amounts that have been or, pursuant to the terms of this Master Indenture, should have been deposited into the Redemption Fund derived from the Assessment Installments, Prepayments or Penalties and Interest are hereby dedicated to the payment of the principal of, and Interest and premium, if any, on, the Bonds secured by such Assessment as provided herein and in the Bond Law until such Bond has been paid and retired or until moneys or Federal Securities have been set aside irrevocably for that purpose in accordance with Section 10.01 hereof.

Amounts on deposit in the Redemption Fund and the Reserve Fund shall be considered as Collateral pledged to payment of Debt Service on the Bonds and shall be used only for such purpose.

Notwithstanding anything to the contrary contained in this Section 3.01, the pledge of amounts on deposit in the Redemption Fund, and the accounts contained therein, as security for the Bonds is subject to the final paragraph of Section 4.01(B). Subject to the previous sentence, the items in clauses (i) through (iii) of this Section 3.01 are collectively referred to as the **“Collateral.”**

Section 3.02. Limited Obligation. All obligations of WRCOG under the Indenture and the Bonds are not general obligations of WRCOG, but are limited obligations, payable solely from the Collateral and the funds pledged therefor hereunder. None of the faith and credit of WRCOG, any Covered Jurisdiction or the State of California or any political subdivision thereof, is pledged to the payment of the Bonds. WRCOG has no taxing power.

The Bonds are “Limited Obligation Improvement Bonds” under section 8769 of the Bond Law and are payable solely from and secured solely by the Collateral as provided in this Master Indenture. Notwithstanding any other provision of the Indenture, WRCOG, any Member Agency or any Covered Jurisdiction are not obligated to advance available surplus funds from WRCOG treasury to cure any deficiency in the Redemption Fund; provided, however, WRCOG is not prevented, in its sole discretion, from so advancing funds.

Section 3.03. Requirements for Issuance of Bonds. All series of Bonds issued under Supplemental Indentures will constitute Bonds hereunder and will be secured by a first priority perfected security interest on the Assessment or Assessments securing the payment of such Bond and the other Collateral and funds pledged and assigned for the payment of such Bond of series of Bonds. The Trustee may establish subaccounts within any of the funds or accounts established under this Master Indenture at the written request of WRCOG or if the Trustee determines that such subaccounts are beneficial for record-keeping purposes. WRCOG may issue a series of Bonds subject to the following specific conditions precedent:

(A) Compliance. WRCOG will be in compliance with all covenants set forth in the Indenture, and issuance of the series of Bonds will not cause WRCOG to exceed the bonded indebtedness limit established for the Program. Neither WRCOG nor anyone acting on its behalf shall have taken, or will take, any action that would subject the issuance or sale of the Bonds to the registration requirements set forth in the Securities Act of 1933, as amended, or to the registration requirements of any securities or “Blue Sky” laws of the applicable jurisdiction, and the Bonds issued hereunder shall be subject to a valid exemption from all such registration requirements.

(B) Same Payment Dates. The Supplemental Indenture providing for the issuance of such Bonds will provide that Interest thereon will be payable on the Payment Dates, and principal thereof will be payable on September 2 in any year in which principal is payable on any outstanding series of Bonds (except as provided in Section 2.03(A), with respect to redemptions).

(C) Reserve Fund and Capitalized Interest Account Deposits. The Supplemental Indenture providing for the issuance of such Bonds shall provide for deposits into the (i) Reserve Fund in an amount equal to the Reserve Fund Deposit Amount or in such other amounts as may be set forth in the Supplemental Indenture in connection with Financing Assessments refinanced by the Bonds and (ii) Capitalized Interest Account in an amount, if any, equal to the capitalized interest provided for in the Assessment Contracts underlying the series of Bonds issued pursuant to such Supplemental Indenture or in such other amounts as may be set forth in the Supplemental Indenture in connection with Financing Assessments refinanced by the Bonds. The amount deposited into the Reserve Fund pursuant to any Supplemental Indenture shall be available to pay debt service for all Outstanding Bonds as provided for in Section 4.04. The amount deposited into the Capitalized Interest Account

pursuant to any Supplemental Indenture shall be available to make Interest payments on the related series of Bonds, as provided in Section 2.01 of that Supplemental Indenture.

(D) Value. For each Participating Parcel the installation of Improvements on which will be financed as a result of issuance of the series of Bonds, the Participating Parcel Value of such parcel shall be no less than the minimum required value determined pursuant to the Program Report for residential properties. For each Participating Parcel the installation of Improvements on which were initially financed pursuant to a Financing Assignment, the Participating Parcel Value of such parcel shall have been no less than the minimum required value determined pursuant to the Program Report for residential properties at such time as the Improvements to such Participating Parcel were initially financed.

(E) Coverage. The total principal and interest components of the Assessment installments payable under the Assessment Contracts executed in connection with the issuance of such series of Bonds shall be sufficient to pay the scheduled Debt Service on such series of Bonds through the final maturity date of such series of Bonds.

In addition, the principal and interest components of the Assessment installments that would be delinquent on December 10 and April 10 in each Bond Year under the Assessment Contracts executed in connection with the issuance of such series of Bonds shall be sufficient to pay the scheduled Debt Service on such series of Bonds on the Payment Dates during such Bond Year.

(F) Notice of Assessment. A notice of assessment shall have been duly recorded against each Participating Parcel pursuant to the Act and the Bond Law, and there shall have been created a perfected first priority security interest in and to the Collateral pledged for the payment of the Bonds pursuant to the applicable Assessment Contract, the Bond Law, the Act and this Master Indenture.

(G) Certificates. WRCOG will deliver to the Trustee an Officer's Certificate certifying that the conditions precedent to the issuance of such series of Bonds set forth in subsections (A), (B), (C), (D), (E) and (F) of this Section 3.03 have been satisfied.

(H) Opinion of Bond Counsel. WRCOG will deliver an opinion of Bond Counsel to WRCOG substantially to the effect that (a) WRCOG has the right and power under the Bond Law to execute and deliver the Supplemental Indenture, and the Supplemental Indenture has been duly and lawfully executed and delivered by WRCOG, is in full force and effect and is valid and binding upon WRCOG and enforceable in accordance with its terms (except as enforcement may be limited by bankruptcy, moratorium, insolvency, reorganization, fraudulent conveyance and other similar laws relating to the enforcement of creditor's rights), (b) the Bonds of such series are a valid and binding limited obligation of WRCOG, enforceable in accordance with the terms thereof (except as enforcement may be limited by bankruptcy, moratorium, insolvency, reorganization, fraudulent conveyance and other similar laws relating to the enforcement of creditor's rights) and the terms of the Indenture and the Bond Law, (c) the Bonds of such series have been duly and validly authorized and issued in accordance with the Bond Law and the Indenture, (d) the Resolution of Issuance relating to the Bonds of such series were duly adopted at meetings of the governing board of WRCOG that were called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout; (e) the Bonds of such series are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended; and (f) the Assessments levied on the Participating Parcels are valid assessments under California law, each Assessment constitutes a lien on the applicable Participating Parcel, and the lien of the Assessments is (i) coequal to and independent of the lien for general taxes and, except as provided in Government Code Section 53936, not subject to extinguishment by the sale of the property on account of the nonpayment of any taxes, and (ii) prior and superior to all liens, claims and encumbrances except (1) the lien for general taxes or ad valorem

assessments in the nature of and collected as taxes levied by the state or county, city, special district or other local agency, (2) the lien of any special assessment or assessments the lien date of which is prior in time to the lien date of the Assessment related to a Participating Parcel, (3) easements constituting servitudes upon or burdens to the applicable Participating Parcel, (4) water rights, the record title to which is held separately from the title to the applicable Participating Parcel, and (5) restrictions of record; and that the lien of each Assessment has the same priority as the lien for general taxes or ad valorem assessments in the nature of and collected as taxes levied by the state or county, city, special district or other local agency, if any, within which the applicable Participating Parcel is located. In the case of Financing Assessments for which the issuance of such series of Bonds will constitute a Financing Take-Out, the matters set forth above in Section 3.03(H)(ii)(c) shall not be contained in a new supplemental opinion of Bond Counsel, but rather the supplemental opinion of Bond Counsel rendered pursuant to the Financing MAAA at the time such Financing Assessments were initially financed pursuant to a Financing Assignment may be relied upon by the Addressees to the same extent as if such opinion had been addressed to the Addressees on the date thereof; provided, however, that no update to or reconfirmation of such original supplemental opinion is intended hereby.

Bond Counsel shall provide a reliance letter addressed to the initial purchaser of the series of Bonds and the entities providing funding for the purchase of such series of Bonds to the initial purchaser on the related Closing Date indicating that Bond Counsel has delivered the opinion to WRCOG on that date and the initial purchaser and such funding entities may rely on the opinion as if it had been addressed to them.

Notwithstanding the foregoing, WRCOG may issue a series of Bonds as refunding bonds without the need to satisfy the requirements of clauses (D) or (E) above, and, in connection therewith, the Officer's Certificate in clause (G) above need not make reference to said clauses (D) and (E).

Section 3.04. No Acceleration. The principal of the Bonds will not be subject to acceleration hereunder. Nothing in this Section 3.04 will in any way prohibit the redemption of Bonds under Section 2.03 hereof, or the defeasance of the Bonds and discharge of the Indenture under Article X hereof.

Section 3.05. Refunding of Bonds. To the extent set forth in a Supplemental Indenture, the Bonds may be refunded on an optional basis by WRCOG pursuant to Divisions 11 or 11.5 of the California Streets and Highways Code, or any other applicable law, upon the conditions as set forth in appropriate proceedings therefor and in accordance with Sections 2.03(A)(ii) or 2.03(A)(iii) hereof. This Section will not apply to or in any manner limit advancement of the maturity of any of the Bonds as provided in Parts 8, 11, or 11.1 of the Bond Law.

Section 3.06. Indenture for Benefit of Bond Owners. The provisions, covenants and agreements herein set forth to be performed by or on behalf of WRCOG will be for the equal benefit, protection and security of the registered owners of the Bonds.

Section 3.07. Release and Assignment of Assessments.

(A) Release and Assignment. Solely for the purpose of removing an Assessment from the lien of this Master Indenture to either contractually subordinate such Assessment to the holder of a deed of trust on the related Participating Parcel at the request of the owner of such Participating Parcel, or comply with the underwriting requirements of the Owners, a purchaser designated by the Program Administrator ("**Transferee**") may notify the Trustee that it wishes to purchase an Assignment and such notice shall be provided in a certificate of the Transferee in substantially the form attached as Exhibit C (the "**Purchase Notice**").

The Assignment shall become effective upon satisfaction of the following conditions precedent:

(i) the Trustee providing written confirmation to WRCOG, Transferee and Program Administrator by electronic mail or facsimile transmission of its receipt of the Transferee's payment of an amount equal to the Release Redemption Price (defined below) (the "**Transferee Payment**") prior to the date and time indicated in the Purchase Notice (which date will be no later than five days following the date of delivery of the Purchase Notice) (an "**Assignment Confirmation**"). Such confirmation will be deemed a certification by the Trustee and Depositary, as applicable, to WRCOG, Transferee and Program Administrator on the Assignment Date that the assignment has been consummated and transfers indicated in the Purchase Notice have been completed in accordance therewith.

(ii) Counsel to WRCOG delivering an opinion addressed to WRCOG that is substantially to the effect that:

(1) WRCOG is a joint powers authority, duly organized and validly existing under the laws of the State of California, with the power to adopt the Resolution of Intention, Resolutions Confirming Program Report, Resolution of Issuance and the Supplemental Resolution of Issuance, enter into the Master Indenture, Depositary and Account Control Agreement and perform the agreements on its part contained therein.

(2) The Master Indenture and Depositary and Account Control Agreement have been duly approved by WRCOG pursuant to the Supplemental Resolution of Issuance, and assuming due execution and delivery by each of the other parties thereto, each constitutes a valid and binding obligation of WRCOG enforceable upon WRCOG, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and may also be subject to equitable principles, whether considered at law or in equity.

(3) The interest component of the Transferred Interest(s) identified in the related Purchase Notice is not intended to be exempt from federal taxation.

(4) Paragraph 3 of the opinion delivered for the Assessment relating to each Transferred Interest (rendered as required pursuant to Section 3.03(H)(ii)(c) of the Master Indenture) may be relied upon by WRCOG to the same extent as if such opinion had been addressed to WRCOG on the date thereof; provided, however, that no update to or reconfirmation of such opinion is intended hereby.

(iii) Counsel to WRCOG delivering a reliance letter to Transferee indicating that Bond Counsel has delivered the opinion to WRCOG described in (ii) above on that date and Transferee may rely on the opinion as if it had been addressed to Transferee.

The date upon which the Assignment becomes effective is referred to as the "**Assignment Date**." The Assignment will cause a simultaneous release from the pledge of this Master Indenture of the Assessment and all related amounts on deposit in the funds and accounts held by the Trustee under this Indenture other than the Release Account (a "**Release**").

The "**Release Redemption Price**" consists of the amount that would be sufficient to fully

prepay the Assessment according to the terms of the related Assessment Contract on the date of the scheduled redemption pursuant to Section 2.03(A)(iii) (i.e., the outstanding principal component plus interest component accrued to the date of prepayment).

For any Release and Assignment of an Assessment, the related Purchase Notice shall direct the Trustee to transfer the amounts that relate to such Assessment that are then on deposit in the Redemption Fund, Capitalized Interest Account, Prepayment Account and Program Fund, in each case as identified in Schedule 1 of the Purchase Notice, into the Release Account for purposes of partially redeeming the series of Bonds that financed such Assessment pursuant to Section 2.03(A)(iii). The remainder of the Release Redemption Price shall be derived from the proceeds of the Transferee Payment. Amounts related to the Assessment that are on deposit in the Reserve Fund, which shall be identified in Schedule 1 of the Purchase Notice, will be transferred by the Trustee from the Reserve Fund to WRCOG for deposit into the Reserve Account established pursuant to the Depositary and Account Control Agreement.

The portion of the Transferee Payment remaining after effecting the redemption pursuant to Section 2.03(A)(iii), and the amounts transferred by the Trustee to WRCOG from the Reserve Fund and Administrative Expense Fund pursuant to Schedule 1 of a Purchase Notice, shall be immediately allocated by the Depositary among the Program Account, Administrative Expense Account, Collection Account (and Prepayment Subaccount and Capitalized Interest Subaccount therein) and Reserve Account established pursuant to the Depositary and Account Control Agreement. If applicable, WRCOG covenants and agrees that amounts will be disbursed from the Program Account from time to time to pay for the costs of installing improvements pursuant to Assessment Contracts in accordance with the Program Report.

The Program Administrator shall retain each Purchase Notice and Assignment Confirmation as a record of the Assignment described therein. The Purchase Notices will be made available to WRCOG for inspection upon reasonable prior notice on any Business Day.

(B) Assignment Transaction. An Assignment constitutes the sale, assignment and transfer to the Transferee, and the purchase by the Transferee from WRCOG, for the Assignment Term of all of WRCOG's right, title, and interest in and to the Transferred Interest that is the subject thereof. The Assignment is solely of a Transferred Interest, and in no event shall the Transferee, or any other entity (including WRCOG, except as permitted under applicable law), be permitted to initiate or prosecute any judicial foreclosure action with respect to any Assessment Contract associated with the Transferred Interest. Without limiting WRCOG's obligations under Section 3.07(F) and (G), as of each Assignment Termination Date with respect to a Transferred Interest, the Transferee will, without any further action, cease to have any right, title or interest in and to such Transferred Interest.

(C) Term of Assignment. Pursuant to Section 5898.28(b) of the Act, an Assignment shall constitute a true and absolute transfer of such Transferred Interest for the period of the transfer and not a pledge or grant of a security interest by WRCOG for any borrowing, and such assignment shall remain in full force and effect until the Assignment Termination Date applicable to such Transferred Interest, notwithstanding any obligation of WRCOG contained in Section 3.07(G) hereof. Without in any way limiting the preceding sentence, for the protection of the Transferee, if the transfer is held not to be a true and absolute conveyance, or the Three-Year Anniversary of a Transferred Interest occurs before a Complying Take-Out Bond has been issued with respect to such Transferred Interest, WRCOG shall, within 30 days of the date on which such event occurs, (x) pay to the Transferee the unpaid principal amount of such Transferred Interest, (y) issue a Complying Take-Out Bond or (z) notify the Transferee in writing of the renewal of the three-year Assignment for the benefit of the Transferee under the terms hereof, with the choice of (x), (y) or (z) being in WRCOG's sole and absolute discretion.

The covenants of WRCOG in the previous paragraph are duties imposed by law, and it is the duty of each and every public official of WRCOG to take such action and do such things as are required by law in the performance of the official duty of such officials to enable WRCOG to carry out and perform such covenants. The parties intend for WRCOG's covenants in the previous paragraph to be enforceable by a writ of mandamus issued pursuant to California Civil Code Section 1084 et seq. In the event the Transferee obtains such a writ of mandamus from a court of applicable jurisdiction, WRCOG shall pay the Transferee's reasonable attorneys' fees and costs.

(D) Representations and Agreements of Transferee. The Transferee will be deemed to make the following representations and agreements to WRCOG on each Assignment Date:

(i) Transferee is an "accredited investor" as such term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

(ii) Transferee has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal bonds and other obligations similar to the Transferred Interest(s), to be capable of evaluating the merits and risks of an investment in the Transferred Interest, and the Transferee is able to bear the economic risks of such an investment.

(iii) Transferee is purchasing the Transferred Interest for not more than one account for investment purposes and not with a view to distributing the Transferred Interest.

(iv) Transferee recognizes that an investment in the Transferred Interest involves significant risks, that there is no established market for the Transferred Interest and that none is likely to develop and, accordingly, that Transferee must bear the economic risk of an investment in the Transferred Interest for an indefinite period of time.

(v) Transferee (1) has conducted its own independent inquiry, examination, and analysis with respect to the Transferred Interest, (2) has had the opportunity to ask questions of and receive answers from WRCOG regarding the Transferred Interest and the matters, transactions, and documents relating to the foregoing; (3) has been provided by WRCOG with all documents and information regarding the Transferred Interest and the matters, transactions, and documents relating to the foregoing that it has requested, and (4) has been provided with information sufficient to allow it to make an informed decision to purchase the Transferred Interest.

(vi) Transferee (1) is not relying upon WRCOG, or any of its affiliates, officers, employees, or agents, for advice as to the merits and risks of investment in the Transferred Interest, and (2) has sought such accounting, legal, and tax advice as it has considered necessary to make an informed investment decision.

(vii) Transferee understands and acknowledges (1) that the transaction contemplated hereby is neither subject to the requirements of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended, nor being registered under the Securities Act or any state securities laws and (2) that WRCOG has not prepared or caused to be prepared, and is not delivering, a deemed final official statement with respect to the Transferred Interest.

(viii) Transferee is able to bear the economic risk of the investment represented by its purchase of the Transferred Interest.

Transferee agrees to defend, indemnify and hold harmless WRCOG from and against any and all claims, liabilities, obligations, losses, damages and penalties of any kind (including reasonable fees of outside counsel, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments) that may be imposed on, incurred by or asserted against WRCOG in any way relating to or arising out of a transfer of the Transferred Interest to which the representations contained in paragraphs (i) through and including (viii) above relate in violation of the restrictions contained in this Master Indenture.

Furthermore, in connection with the Transferee's purchase of each Transferred Interest, the Transferee shall be deemed to make the following representations and agreements to WRCOG on each Assignment Date:

(ix) No applicable law would prevent or make unlawful its holding of (1) any Transferred Interest and (2) a Take-Out Bond to otherwise be conveyed to it pursuant to the terms of Section 3.07(F).

(x) Except for the representation in Section 3.07(E)(iv), (1) WRCOG shall not be responsible to the Transferee for (a) the execution, effectiveness, genuineness, validity, enforceability, collectability or sufficiency of any Assessment Contract, (b) any representations, warranties, recitals or statements made therein or in connection with any Assessment Contract and the transactions contemplated thereby or (c) the financial condition of any owner of a Participating Parcel, and (2) WRCOG is under no obligation to the Transferee to ascertain or inquire as to the performance or observance of any of the terms, conditions, provisions, covenants or agreements contained in any Assessment Contract or as to the use of the proceeds of the financing evidenced by the Assessment Contracts.

(xi) (1) It has full power and WRCOG to execute the Purchase Notice, consummate the Assignment with respect to the Transferred Interest and perform its obligations hereunder in accordance with the terms of such Purchase Notice, (2) the Purchase Notice has been duly authorized, executed and delivered by such party and (3) the Master Indenture constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity.

(xii) The execution and delivery of a Purchase Notice and the consummation of the transactions contemplated thereby (1) will not conflict with any law or order applicable to such party or any of its properties or assets and (2) require no consent from any party not already obtained.

(xiii) WRCOG has no legal WRCOG to initiate or prosecute any foreclosure action with respect to any Assessment Contract until Take-Out Bonds have been issued with respect to such Assessment Contract.

(xiv) The Transferee acknowledges that it has no legal rights under the Master Indenture except pursuant to Section 3.07 hereof and is not otherwise a third party beneficiary of the Master Indenture.

(E) Representations and Agreements of WRCOG. WRCOG shall be deemed to make the following representations and agreements to the Transferee on each Assignment Date:

(i) WRCOG has, (i) pursuant to the Resolution Confirming Program Report, the Initial Resolution of Issuance and Resolution of Issuance (collectively the “**Resolutions**”) – each of which was adopted by a majority of the members of the Executive Committee of WRCOG at a regular meeting duly called, noticed and conducted, at which a quorum was present and acting throughout, and remains in full force and effect, and none of which has been amended, modified or rescinded – taken all official action necessary to be taken by it to establish the Program; (ii) approved the execution and delivery of the Master Indenture and Depositary and Account Control Agreement pursuant to the Resolution of Issuance and each of the Resolutions was adopted by a majority of the members of the Executive Committee at a meeting duly called, noticed and conducted, at which a quorum was present and acting throughout, remains in full force and effect, and has not been amended, modified or rescinded; and (iii) taken any and all such action as may be required on the part of WRCOG to carry out, give effect to and consummate the transactions contemplated in Section 3.07 of the Master Indenture and the Depositary and Account Control Agreement. The Resolutions are in full force and effect on the date hereof and have not been amended, modified or supplemented, except as provided herein and except as agreed to by WRCOG and Transferee.

(ii) WRCOG is a joint powers authority, duly organized and validly existing under the laws of the State of California, with the power to adopt the Resolutions, enter into the Master Indenture and Depositary and Account Control Agreement and perform the agreements on its part contained therein.

(iii) Assuming due authorization, execution and delivery by the other parties thereto, each of the Master Indenture and Depositary and Account Control Agreement constitutes a legal, valid and binding obligation of WRCOG enforceable in accordance with its terms.

(iv) The execution and delivery of the Master Indenture and Depositary and Account Control Agreement and the sale of such Assignment in accordance therewith (1) will not conflict with any law or order applicable to such party or any of its properties or assets and (2) require no consent from any party not already obtained.

(v) Each Assessment Contract will have been duly authorized, executed and delivered by WRCOG as of the Assignment Date and each Assessment Contract and Assignment will constitute, as of the Assignment Date, the legal, valid and binding obligation of WRCOG enforceable against WRCOG in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors’ rights generally and by general principles of equity.

(vi) It will comply with all applicable provisions of the Act in connection with the Assignment of such Transferred Interest.

(vii) No consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over WRCOG that has not been obtained is or will be required for the execution and delivery of the Master Indenture and Depositary and Account Control Agreement, or the consummation by WRCOG of the transactions contemplated by Section 3.07 of the Master Indenture, except as such may be required for state securities or blue sky laws.

(viii) The execution and delivery of the Master Indenture and Depositary and Account Control Agreement, and compliance with the provisions on WRCOG's part contained in such agreements, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, lease, indenture, bond, note, resolution, agreement or other instrument to which WRCOG is party or is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of WRCOG under the terms of any such law, administrative regulation, judgment, decree, lease, indenture, bond, note, resolution, agreement or other instrument, except as provided by the Master Indenture and Depositary and Account Control Agreement.

(ix) WRCOG is not in breach of or default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any lease, indenture, bond, note, resolution, agreement or other instrument to which WRCOG is a party or is otherwise subject that would have an adverse impact on WRCOG's ability to perform its obligations under the Master Indenture and the Depositary Account Control Agreement, and no event has occurred and is continuing, that, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under either such instrument.

(x) As of the date hereof, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, or public board of body is pending or threatened, in any way affecting the existence of WRCOG or the titles of its officers to their respective offices, or seeking to restrain or to enjoin the execution and delivery of the Master Indenture and Depositary and Account Control Agreement, or the consummation by WRCOG of the transactions contemplated thereby, the application of the proceeds thereof in accordance therewith, the collection or application of the voluntary contractual assessment(s) levied pursuant to the Assessment Contract(s) that is or are identified in the related Purchase Notice, or the assignment thereof, or in any way contesting or affecting the lien status, validity or enforceability of such assessments, the Master Indenture and Depositary and Account Control Agreement, any other applicable agreements, or any action of WRCOG contemplated by any of those documents, or in any way contesting the powers of WRCOG or its authority with respect to the Master Indenture and Depositary and Account Control Agreement, any other applicable agreements, or any action of WRCOG contemplated by any of those documents; nor, to our current actual knowledge, as described above, is there any basis for any of the foregoing actions.

(xi) Except as may be required under Blue Sky or other securities laws of any state, there is no consent, approval, authorization or other order of, or filing or registration with, or certification by, any regulatory authority having jurisdiction over WRCOG required for the execution and delivery of the Master Indenture and Depositary and Account Control Agreement, or the consummation by WRCOG of any other transactions contemplated by

the Master Indenture or the Depository Account Control Agreement that has not been obtained.

(xii) WRCOG has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied on or prior to the date hereof under the Master Indenture and Depository and Account Control Agreement.

(xiii) WRCOG has not been notified by the city or County, as applicable, in which a relevant Participating Parcel is located that it has revoked its resolution authorizing participation in the Program.

(xiv) Upon the occurrence of the Release of an Assessment on such Assignment Date, WRCOG will be the legal and beneficial owner of the related Transferred Interest, free and clear of any liens, claims or encumbrances.

(F) Take-Out Bonds.

(i) Optional Issuance of Take-Out Bonds by WRCOG.

(1) In accordance with the procedures set forth below, WRCOG (a) may on any Business Day issue one or more Complying Take-Out Bonds and sell them to the Transferee or its designee in accordance with Section 3.07(F)(i)(2) in exchange for one or more Transferred Interests and (b) shall, no later than the Three-Year Anniversary of any Transferred Interest, use good faith efforts to issue a Complying Take-Out Bond with respect to the Transferred Interest. In furtherance of the foregoing, WRCOG shall, no later than four weeks before the date that it elects to issue and sell Complying Take-Out Bonds (in the case of clause (a)) or the Three-Year Anniversary of the related Transferred Interest (in the case of clause (b)) deliver to the Transferee a notice ("**Take-Out Election Notice**") specifying (I) the Business Day on which the Complying Take-Out Bonds will be issued, which will be no later than the applicable Three-Year Anniversary of a Transferred Interest (the "**Take-Out Bond Issue Date**"), (II) the applicable Transferred Interests that will be exchanged for such Complying Take-Out Bonds (the "**Exchanged Transferred Interests**"), (III) the number of Complying Take-Out Bonds that will be issued, (IV) the principal amount, maturity date, interest rate and debt service schedule of each Complying Take-Out Bond and (V) a reconciliation of the scheduled debt service on such Complying Take-Out Bonds and the remaining scheduled principal and interest components of the applicable Transferred Interests (including any adjustments for overdue assessments) to enable such Transferee to verify that such Complying Take-Out Bonds meet the applicable Take-Out Bond Parameters (and such verification shall occur, and be notified to WRCOG, at least five Business Days prior to the scheduled Take-Out Bond Issue Date).

(2) On each Take-Out Bond Issue Date, WRCOG shall issue the applicable Complying Take-Out Bond(s) to the Transferee or its designee, the Transferee will, as full consideration for the issuance of such bond(s), re-convey any Exchanged Transferred Interests to WRCOG or its designee pursuant to a Re-Conveyance Instrument and execute and deliver any documents required to be executed and delivered by a purchaser of the Take-Out Bonds under the applicable Take-Out Bond Indenture, and WRCOG and the Transferee shall

execute and deliver such instructions to the Depositary as are necessary to ensure that all future payments under the applicable Assessment Contracts are paid into the account required by the applicable Take-Out Bond Indenture; provided that if any of the Transferee's representations in Sections 3.07(D)(i) through and including (viii), (ix)(2) and (x) hereof is untrue as of the applicable Take-Out Bond Issue Date, WRCOG shall have no obligation to convey such Take-Out Bond to the Transferee or its designee.

(3) WRCOG agrees that it shall neither issue nor convey any Take-Out Bond secured in whole or in part by any Assessment Contract, with respect to which the Transferee has acquired a Transferred Interest, and sell such Take-Out Bonds to any party other than the Transferee without the prior written consent of the Transferee.

(ii) *Request for Take-Out Bonds by Transferee.* The Transferee may at any time request that WRCOG issue Complying Take-Out Bonds with respect to any Transferred Interests, and WRCOG agrees to use good faith efforts to issue such bonds as soon as practicable after such request, subject to applicable law.

(G) Covenants of WRCOG.

(i) WRCOG, or Program Administrator on WRCOG's behalf, will direct all payments of Assessment Installments or Penalties and Interest received by the Depositary in connection with a Transferred Interest during the related Assignment Term to the appropriate Collection Account. If WRCOG receives any such payment, WRCOG agrees to promptly deposit such amount into the applicable Collection Account.

(ii) In the event that the County files a petition under Chapter 9 of the United States Bankruptcy Code or is otherwise unable or unwilling to include the Assessment Contract installments on the County's tax roll and to collect such amounts on the property tax bill, WRCOG covenants to take such actions as shall be necessary to enforce the statutory obligations of the County to include the Assessment Contract installments on the tax roll, and to collect such amounts on the property tax bills of the participating properties. In addition, in the event that the County does not collect the Assessment Contract installments on its tax roll for any twelve-month period, and to the extent permitted by law, WRCOG shall take such actions as shall be necessary to collect such Assessment Contract installments by directly billing the owners of the participating properties for their respective Assessment Contract installments. For purposes of complying with this paragraph, WRCOG may utilize any amounts made available to it by the Transferee or that are on deposit in the Administrative Expense Account, or reimburse itself from amounts added to the Administrative Expense component of the Assessment Contract installments.

Furthermore, in the event that the County files a petition under Chapter 9 of the United States Bankruptcy Code, WRCOG shall seek post-petition relief (1) to obtain a relief from the automatic stay applicable in bankruptcy cases with respect to all Assessment Contract installments received by the County prior to such petition being filed to enable such Assessment Contract installments to be paid to the Depositary, and (2) to ensure that all Assessment Contract installments received by the County following such petition being filed are timely paid to the Depositary.

(H) Covenants of Transferee. On an Assignment Date, the Transferee will be deemed to covenant to WRCOG as follows with respect to the purchased Transferred Interest:

(i) It shall hold each Transferred Interest acquired hereunder throughout the applicable Assignment Term or until such date as such Transferred Interest is required to be re-conveyed under Section 3.07(F) and not transfer any Transferred Interest to any party other than WRCOG or the other Transferee; provided, that the Transferee may convey a Transferred Interest to a wholly-owned subsidiary or other special purpose entity (an “SPE”) in connection with a financing transaction of the applicable SPE, or to the holder of a lien or encumbrance on any Transferred Interest, as contemplated under Section 3.07(F), on the enforcement of such lien or encumbrance, but only to the extent that the applicable transferee certifies to the representations set forth in Sections 3.07(D)(i) through and including (viii), (ix)(2) and (x) hereof, as of the date of transfer to such transferee.

(ii) If a Transferred Interest is subject to a lien or encumbrance at the time that such Transferred Interest is designated an Exchanged Transferred Interest in a Take-Out Election Notice, the Transferee shall use commercially reasonable efforts to obtain the release of such lien or encumbrance from the third-party in whose favor such lien or encumbrance has been granted prior to or at the same time such Transferred Interest is to be exchanged for Complying Take-Out Bonds; provided, however, that the Transferee shall notify WRCOG (A) within 10 Business Days of the delivery of a Take-Out Election Notice if the Transferee is unable to obtain such release, and the delivery of the Transferee's notification to that effect shall cancel the Take-Out Election Notice, and (B) promptly upon obtaining such release.

ARTICLE IV

FUNDS AND ACCOUNTS

Section 4.01. Redemption Fund.

(A) Establishment of Redemption Fund. The Redemption Fund is hereby established as a separate fund to be held by the Trustee to the credit of which deposits will be made as required by Section 5.01(A), and any other amounts required to be deposited therein by the Indenture or the Bond Law, including amounts that may be deposited therein in connection with a Financing Take-Out. Moneys in the Redemption Fund will be held by the Trustee for the benefit of the Owners of such Bond, or the Bonds, as applicable, will be disbursed for the payment of the principal of, and Interest and any premium on, the Bonds as provided below.

(1) Within the Redemption Fund there are hereby established the following accounts:

(i) the Prepayment Account, which will be used exclusively for the administration of any Prepayments pursuant to Section 8767 of the Bond Law to assure the timely mandatory redemption of Bonds and closed if all the Assessments are paid in full;

(ii) the Extraordinary Mandatory Redemption Account, which will be used exclusively for the administration of any Excess Program Fund Proceeds:

(iii) the Release Account, which will be used exclusively for redemption of Bonds in connection with Section 3.07 hereof;

(iv) the Capitalized Interest Account, to the credit of which deposits will be made from the proceeds of any series of Bonds for which Interest has been capitalized to pay Interest on such series of Bonds; and

(v) the Assessment Collection Account, to the credit of which deposits will be made as described below.

(2) **Assessment Collection Account.** Except for Prepayments which shall be deposited in the Prepayment Account, Excess Program Fund Proceeds which shall be deposited into the Extraordinary Mandatory Redemption Account, amounts in the Release Account or as otherwise provided in this paragraph (b), the Trustee shall deposit into the Assessment Collection Account all proceeds and payments with respect to each Assessment, including, without limitation:

(i) Assessment Installments;

(ii) any amounts transferred to the Assessment Collection Account from the Reserve Fund;

(iii) any proceeds from the collection of delinquent Assessment Installments as a result of a foreclosure proceeding conducted pursuant to Section 5.02 against the Participating Parcel on which the applicable Assessment has been levied or otherwise (excluding (A) amounts identified as representing attorney's fees and costs incurred by WRCOG or such other person in prosecuting

such foreclosure proceeding and (B) amounts required to be transferred hereunder to replenish the Reserve Fund);

(iv) any amounts received pursuant to the County's Teeter Plan with respect to the Assessments securing the Bonds; and

(v) any amount transferred to the Assessment Collection Account from the Program Fund pursuant to an Officer's Certificate delivered to the Trustee.

All amounts in the Assessment Collection Account shall be used and withdrawn by the Trustee solely for the purpose of:

(i) paying the Debt Service on the Bonds on a Bond Payment Date;

(ii) the payment of remaining principal with respect to the Bonds on the respective maturity date thereof;

(iii) the payment of the principal of and the accrued but unpaid Interest and premium, if any, on any Bond upon the redemption thereof as provided in a Supplemental Indenture (excluding mandatory redemptions occurring as a result of a Prepayment or application of Excess Program Fund Proceeds); or

(iv) reimbursing WRCOG or a third party from the proceeds of payments representing the redemption of delinquent Assessment Installments for which advances were made by WRCOG or such third party as set forth in an Officer's Certificate.

All amounts in the Assessment Collection Account, including any earnings on the amounts held in the Assessment Collection Account, shall be held in trust for the benefit of the Bond Owners.

(3) **Extraordinary Mandatory Redemption Account.** The Trustee shall, upon receipt of an Officer's Certificate directing the Trustee to transfer Excess Program Fund Proceeds to the Extraordinary Mandatory Redemption Account from the Program Fund, deposit such proceeds in such account. Amounts deposited in the Extraordinary Mandatory Redemption Account shall be credited to the Bond specified in such Officer's Certificate and used and withdrawn by the Trustee solely for the purpose of redeeming such Bond, in whole or in part, on the next authorized redemption date. The principal amount of the Bond to be redeemed shall equal the amount of the Excess Program Fund Proceeds plus the amount, if any, as specified in such Officer's Certificate that is then on deposit in the Assessment Collection Account and to be credited to the payment of principal amount of such Bond; provided, however, such principal amount shall be decreased if and to the extent that the amount on deposit in the Assessment Collection Account and/or the Capitalized Interest Account is insufficient to pay the accrued Interest on such Bond to the date of redemption. The redemption price for such Bond shall be equal to the amount of the Excess Program Fund Proceeds, plus the amount, if any, on deposit in the Assessment Collection Account to be credited to the payment of principal amount of such Bond, plus Interest to the date of redemption to be paid from the Assessment Collection Account and/or the Capitalized Interest Account, without premium. Interest shall cease to accrue on such Bond, or the principal amount of such Bond that is subject to redemption, from and after the date of redemption. All amounts in the

Extraordinary Mandatory Redemption Account, including any earnings on the amounts held therein, shall be held in trust for the benefit of the applicable Bond Owners.

(B) Disbursements. On each Payment Date, the Trustee will withdraw amounts from the Redemption Fund credited to each Bond sufficient to pay to the Owners of the Bonds the principal of, and Interest and any premium then due and payable on, such Bonds; provided, however, that the Trustee shall withdraw and apply amounts on deposit in the: (i) Prepayment Account, in accordance with Section 2.02 of the relevant Supplemental Indenture or Section 3.07 hereof, or the Capitalized Interest Account, in accordance with Section 2.01 of the relevant Supplemental Indenture or Section 3.07 hereof, only on the Trustee's receipt of an Officer's Certificate indicating which series of Bonds shall be paid with such amounts and (ii) Release Account for purposes of a redemption in accordance with Section 2.03(A)(iii). WRCOG shall cause the Assessment Administrator to provide to the Trustee written information, upon which the Trustee may conclusively rely, as to amounts that are for the credit of each Bond for purposes of this Master Indenture. Funds on deposit in the Redemption Fund (and any account established thereunder) and credited to a Bond shall not be used to pay the principal of, or Interest or any premium on, any other Bond.

With respect to a mandatory redemption pursuant to Section 2.03(A)(i), if the funds collected and deposited in the Prepayment Account for the payment of the principal of and Interest on the Bonds called for redemption are insufficient to pay such principal and Interest on the related redemption date (a "**Prepayment Shortfall**"), the Trustee shall, if so directed in writing by the Program Administrator (which direction may be provided by email), make a De Minimis Draw from the Administrative Expense Fund in accordance with Section 4.01(E) to pay such Prepayment Shortfall. If any funds collected and deposited in the Prepayment Account in connection with a Prepayment constitute Penalties and Interest on delinquent Assessment installments, the Trustee shall transfer such funds out of the Prepayment Account to either the Redemption Fund, to be applied in accordance with Section 4.01(B), or a Delinquency Purchaser, as applicable and in either case pursuant to an Officer's Certificate. If any such funds collected and deposited in the Prepayment Account in connection with a Prepayment constitute Administrative Expenses, the Trustee shall transfer such funds to the Administrative Expense Fund pursuant to an Officer's Certificate

If on any Payment Date there are insufficient funds in the Redemption Fund (and the Capitalized Interest Account for the purpose provided in this Section 4.01) to pay to the Owners of the Bonds the principal of, and Interest and any premium (relating to an optional redemption) then due and payable on, the Bonds (a "**Payment Shortfall**"), the Trustee, first, shall withdraw and apply moneys on deposit in the Reserve Fund to pay such Payment Shortfall in accordance with Section 4.04(A), and, second, shall, if so directed in writing by the Program Administrator (which direction may be provided by email), make a De Minimis Draw from the Administrative Expense Fund in accordance with Section 4.01(E) to pay any remaining portion of such Payment Shortfall. If a Payment Shortfall remains after the application of such moneys, the Trustee will apply the available funds first to the payment of accrued and unpaid Interest on the Bonds, then to the payment of principal and premium (relating to an optional redemption) due on the Bonds, and then to payment of principal due on the Bonds by reason of Bonds called for optional redemption.

On each September 2, the Trustee will use any amounts remaining in the Redemption Fund (excluding the accounts therein) after payment of Interest on the Bonds through such September 2 and the payment of principal and premium due on the Bonds through such September 2 for the following purposes in the following priority:

- (i) *first*, deposit into the Reserve Fund an amount equal to previously unreimbursed draws on such fund;

(ii) *second*, pay or reimburse the payment of Administrative Expenses incurred by WRCOG that relate to any delinquent Assessment installment and exceed the estimated Administrative Expenses shown in the related Assessment Contract, as such excess amounts are identified in a Certificate of WRCOG; and

(iii) *third*, pay any amounts allocable to amounts received as Penalties and Interest (as identified to the Trustee pursuant to the second paragraph of Section 5.01(A)) as interest in excess of the scheduled Interest payable to the Owners of the Bonds on a pro rata basis, based on the outstanding principal amount of Bonds owned by each Owner on the Business Day immediately prior to such Payment Date.

Any remaining amounts on deposit in the Redemption Fund (excluding the accounts therein) shall remain in the Redemption Fund and shall be available for the payment of principal, Interest and premium on the Bonds in accordance with this Section 4.01(B) on the next Payment Date.

If a series of Bonds is called for redemption pursuant to Sections 2.03(A)(i) or 2.03(A)(iii) at a time when amounts funded from the proceeds of such series remain on deposit in the Capitalized Interest Account, the Trustee shall transfer the portion of such amounts that is no longer required to pay Interest for such series, after giving effect to the redemption, to the Prepayment Account or Release Account, respectively, for application toward the payment of the applicable redemption price.

Notwithstanding the provisions of this Section 4.01, and prior to any disbursements described thereby, if the Program Administrator determines that amounts on deposit in the Redemption Fund constitute an overpayment by the owner of a Participating Parcel, the Program Administrator shall direct the Trustee in writing to withdraw the amount of such overpayment from the Redemption Fund and return such amount by check to (i) the owner of the Participating Parcel or (ii) the Program Administrator if the Program Administrator previously advanced the amount of such overpayment to the owner of the Participating Parcel.

(C) Investment. Moneys in the Redemption Fund (and the accounts therein) will be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from such investment and deposit will be retained in the Redemption Fund and the accounts therein, as applicable and maybe disbursed for payment of the principal of and/or Interest on any Bond or series of Bonds in accordance with Section 4.02(B).

(D) Transfers from Reserve Fund. Amounts transferred to the Redemption Fund from the Reserve Fund in accordance with Section 4.04(A) will be used in accordance with Part 16 of the Bond Law as directed in an appropriate Officer's Certificate.

(E) De Minimis Draws. In connection with either a Prepayment Shortfall or a Payment Shortfall, upon written direction of the Program Administrator (which written direction may be delivered by email), the Trustee shall withdraw funds from the Administrative Expense Fund (each such withdrawal, a "**De Minimis Draw**"), and use such funds to pay the Prepayment Shortfall or Payment Shortfall, as applicable, provided that the total amount of De Minimis Draws in any Bond Year shall not exceed \$10,000 and, provided further, that a De Minimis Draw shall only be made in connection with a Payment Shortfall if the Program Administrator reasonably believes that the cause of the Payment Shortfall will be remedied and an amount of money equal to the Payment Shortfall will be recovered within 12 months' time. Notwithstanding anything to the contrary contained in this Master Indenture, the Trustee, upon receipt of any funds so recovered, shall deposit such recovered funds in the Administrative Expense Fund in accordance with written direction provided by the Program Administrator.

(F) De Minimis Advances. The Program Administrator is permitted to contribute, in any Bond Year, up to \$10,000 to the Administrative Expense Fund in order to effect De Minimis Draws, and shall do so by remitting such moneys to the Trustee together with written instructions memorializing the contribution (each such contribution, a "**De Minimis Advance**"). No De Minimis Draw may be made unless Program Administrator has made a corresponding De Minimis Advance.

If the Program Administrator contributes a De Minimis Advance to fund a De Minimis Draw for a Payment Shortfall, amounts that are subsequently recovered in connection with such Payment Shortfall and transferred to the Administrative Expense Fund in accordance with Section 4.01(E) shall be reimbursed by check to the Program Administrator in accordance with written direction provided by the Program Administrator.

Section 4.02. Program Fund.

(A) Establishment of Program Fund. The Program Fund is hereby established as a separate fund to be held by the Trustee. Deposits will be made to the Program Fund from the proceeds of each series of Bonds, or from moneys deposited therein in connection with a Financing Take-Out, in each case in an amount set forth in the applicable Supplemental Indenture. Moneys in the Program Fund will be held by the Trustee and will be disbursed as provided in paragraph (B) of this Section.

(B) Disbursement. Amounts in the Program Fund will be disbursed from time to time to pay for the costs of installing the Improvements in accordance with the Program Report, as set forth in an Officer's Certificate containing the amounts to be paid to the designated payees and delivered to the Trustee. Each such certificate will be sufficient evidence to the Trustee of the facts stated therein and the Trustee will have no duty to confirm the accuracy of such facts.

Upon receipt of notice from WRCOG that the remainder of funds on deposit in the Program Fund with respect to a particular Assessment Contract will not be required to be applied to completion of the related Improvement(s), the Trustee shall transfer any amounts that were previously deposited into the Program Fund related to the related Participating Parcel (and investment earnings thereon) to the Extraordinary Mandatory Redemption Account of the Redemption Fund. The Trustee will maintain the Program Fund until WRCOG (with 30 days' advance notice to the Program Administrator) directs the Trustee to close it, and then the Trustee will transfer any moneys remaining therein, including any investment earnings thereon, to the Redemption Fund to make payments on the Bonds as they come due.

(C) Investment. Moneys in the Program Fund will be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from said investment will be retained by the Trustee in the Program Fund.

Section 4.03. Administrative Expense Fund.

(A) Establishment of Administrative Expense Fund. The Administrative Expense Fund is hereby established as a separate fund to be held by the Trustee, to the credit of which deposits will be made as required by Section 5.01(A), Section 4.01(B), Section 4.01(E) and Section 4.01(F), and as otherwise required in connection with a Financing Take-Out or by the Bond Law.

Moneys in the Administrative Expense Fund shall be disbursed as provided below.

(B) Disbursement Upon Receipt of an Administrative Expenses Requisition in the Form of Exhibit E. Amounts in the Administrative Expense Fund shall be used by WRCOG

to pay Administrative Expenses, and may be used by the Trustee to make De Minimis Draws in accordance with Section 4.01(E). The Trustee may rely on such requisition with no date to investigate or inquire as to the authenticity of such requisition.

(C) Closing the Administrative Expense Fund. WRCOG shall close the Administrative Expense Fund following the final maturity date of the Bonds and payment of all outstanding Administrative Expenses. Upon closing the Administrative Expense Fund, any remaining funds shall be transferred to WRCOG and shall be used for any lawful purpose.

(D) Investment. Moneys in the Administrative Expense Fund shall be invested in Permitted Investments, and earnings and profits resulting from such investment shall be retained by WRCOG in the Administrative Expense Fund to be used for the purposes of such fund.

Section 4.04. Reserve Fund.

(A) General. The Reserve Fund is hereby established as a separate fund to be held by the Trustee, to the credit of which moneys may be deposited therein in connection with a Financing Take-Out, and as otherwise provided herein. Moneys in the Reserve Fund will be held by the Trustee for the benefit of the Owners of the Bonds. Except as provided below, all moneys in the Reserve Fund shall be used and withdrawn by the Trustee solely on a Payment Date for the purpose of paying the Interest and premium on and the principal of the Bonds in the event that insufficient moneys are available in the Redemption Fund for such purposes in accordance with Section 4.01(B).

(B) Investment. Moneys in the Reserve Fund will be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from said investment will be retained by the Trustee in the Reserve Fund.

(C) Reserve Fund Surplus. If the amount on deposit in the Reserve Fund on September 3 of any Bond Year exceeds the Reserve Fund Cap, the Trustee shall, within 10 business days of such determination, transfer the amount equal to the Reserve Fund Surplus for deposit into the Administrative Expense Fund.

(D) Transfers in Connection with Prepayments. Notwithstanding paragraph (C) or anything else contained herein to the contrary, if any portion of the amounts on deposit in the Reserve Fund, including any Reserve Fund Surplus, is attributable to a Prepayment, the Trustee shall transfer such portion to the Prepayment Account in accordance with Section 8884 of the Bond Law.

Section 4.05. Costs of Issuance Fund.

(A) Establishment of the Costs of Issuance Fund; Deposit. The Costs of Issuance Fund is hereby established as a separate fund to be held by the Trustee, to the credit of which a deposits will be made from the proceeds of each series of Bonds (with respect to the related series of Bonds, the “**Series COI Deposit Amount**”) and from any amounts deposited therein in connection with a Financing Take-Out. Moneys in the Costs of Issuance Fund will be held in trust by the Trustee and disbursed as provided in paragraph (B) of this Section for the payment or reimbursement of Costs of Issuance.

(B) Disbursement. Amounts in the Costs of Issuance Fund will be disbursed from time to time to pay Costs of Issuance with respect to each series of Bonds up to the Series COI Deposit Amount, as set forth in a Certificate of WRCOG identifying the series of Bonds and containing respective amounts to be paid to the designated payees and delivered to the Trustee

concurrently with the delivery of that series of Bonds, or in any future requisition submitted by WRCOG to the Trustee. Each such certificate will be sufficient evidence to the Trustee of the facts stated therein, and the Trustee will have no duty to confirm the accuracy of such facts. The Trustee will pay all Costs of Issuance after receipt of an invoice from any such payee that requests payment in an amount that is less than or equal to the amount set forth with respect to such payee pursuant to the Certificate of WRCOG requesting payment of Costs of Issuance. At the direction of WRCOG or Program Administrator, the Trustee will transfer the remainder of the related Series COI Deposit Amount, including any investment earnings thereon, to the Redemption Fund. The Trustee will maintain the Costs of Issuance Fund until WRCOG directs the Trustee to close it.

(C) Investment. Moneys in the Costs of Issuance Fund shall be invested in Permitted Investments, and earnings and profits resulting from such investment shall be retained by WRCOG in the Costs of Issuance Fund to be used for the purposes of such fund.

ARTICLE V

REPRESENTATIONS AND COVENANTS OF WRCOG

Section 5.01. Collection of Assessments. WRCOG will comply with all requirements of the Act, the Bond Law and the Indenture to assure the timely collection of the Assessments, including, without limitation, the enforcement of delinquent Assessments. To that end, the following will apply:

(A) Each Assessments will be payable in the installments specified in the related Assessment Contract. Each Assessment installment will be payable in the same manner and at the same time as the general taxes on real property are payable, and become delinquent at the same times and bear the same proportionate penalties and interest after delinquency as do the general taxes on real property, except as otherwise provided by law. All sums received by WRCOG from the collection of the Assessments will be transferred directly from the County to the Trustee for deposit into the Assessment Collection Account as and when received, except those amounts in respect of the Administrative Expense component thereof, as identified in an Officer's Certificate, which will be transferred to the Trustee for deposit into the Administrative Expense Fund.

All sums received by WRCOG from the collection of Penalties and Interest, as identified to the Trustee in an Officer's Certificate, will be transferred to the Trustee for deposit into the Redemption Fund.

(B) WRCOG will, before the final date on which the Auditor will accept the transmission of the Assessment installments for the Participating Parcels for inclusion on the next tax roll, prepare or cause to be prepared, and will transmit to the Auditor, such data as the Auditor requires to include the installments of the Assessments on the next secured tax roll. WRCOG is hereby authorized to employ consultants to assist in computing the installments of the Assessments hereunder.

(C) In the event that the County files a petition under Chapter 9 of the United States Bankruptcy Code or is otherwise unable or unwilling to include the Assessment installments on the County's tax roll and to collect such amounts on the property tax bill as set forth in Section 5.01(B), WRCOG covenants to take such actions as shall be necessary to enforce the statutory obligations of the County to include the Assessment installments on the tax roll, and to collect such amounts on the property tax bills of the Participating Parcels. In addition, in the event that the County does not collect the Assessment installments on its tax roll for any Bond Year, and to the extent permitted by law, WRCOG shall take such actions as shall be necessary to collect such

Assessment installments by directly billing the owners of the Participating Parcels for their respective Assessment installments. For purposes of complying with this clause (C), WRCOG may utilize any amounts made available to it by the Program Administrator or that are on deposit in the Administrative Expense Fund, or reimburse itself from amounts added to the Administrative Expense component of any levy of Assessment installments.

(D) In the event that the County files a petition under Chapter 9 of the United States Bankruptcy Code, WRCOG shall seek post-petition relief (i) to obtain a relief from the automatic stay applicable in bankruptcy cases with respect to all Assessment installments received by the County prior to such petition being filed to enable such Assessment installments to be paid to the Trustee, and (ii) to ensure that all Assessment installments received by the County following such petition being filed are timely paid to the Trustee.

Section 5.02. Foreclosure.

(A) WRCOG hereby covenants with and for the benefit of the Owners of the Bonds that it will order, and cause to be commenced, and thereafter diligently prosecute an action in the superior court to foreclose the lien of any Assessment or installment thereof which has been billed, but has not been paid, pursuant to and as provided in sections 8830 through 8835, inclusive, of the Bond Law and the conditions specified in this Section 5.02

No later than October 1 each year, WRCOG will determine whether any single Participating Parcel is delinquent in the payment of two or more semi-annual installments of Assessment payments and, if so, will notify WRCOG Counsel of any such delinquencies. WRCOG Counsel will commence, or cause to be commenced, the foreclosure proceedings against each such delinquent Participating Parcel, including collection actions preparatory to the filing of any complaint, but will file the complaint by the succeeding December 1. WRCOG Counsel is hereby authorized to employ counsel to conduct any such foreclosure proceedings.

However, notwithstanding anything to the contrary contained in this Master Indenture, the Authority may elect, in its sole discretion, to defer foreclosure proceedings on any Participating Parcel if the Authority has received funds equal to the delinquent Assessment installments from any other source (the “**Delinquency Purchaser**”), and those funds are available to contribute toward the payment of the principal of and Interest and any premium on the Bonds when due. Upon receipt of such funds from the Delinquency Purchaser, such funds will be deposited in the Redemption Fund, and such deposit will cause a simultaneous release from the pledge of this Master Indenture of the related delinquent Assessment installments and any Penalties and Interest thereon. At such time as such delinquent Assessment installments and any Penalties and Interest thereon are collected, such moneys will be transferred to the Delinquency Purchaser, or a written designee thereof, in accordance with an Officer's Certificate.

(B) In the event that a foreclosure judgment is entered in favor of WRCOG in any foreclosure proceeding undertaken pursuant to this Section 5.02 and the applicable Participating Parcel fails to sell for the minimum price required by Streets & Highways Code Section 8832, WRCOG shall not petition the court to modify the judgment and authorize such Participating Parcel to be sold at a lower minimum price or without a minimum price, pursuant to Streets & Highways Code Section 8836, without the prior written consent of the Owner of the Bond secured by the Assessment levied against such Participating Parcel.

(C) WRCOG shall assign the causes of action and the foreclosure proceedings to a trustee upon (i) receipt of a written request for assignment from the Owner of any Bond secured by and Assessment for which the Assessments are delinquent, (ii) identification of the trustee to which such assignment is to be made and

(iii) the agreement by such Owner(s) to assume all costs and expenses of such foreclosure proceedings and the release of WRCOG of its obligations under this Section 5.02 to prosecute such foreclosure proceedings with respect to the relevant Participating Parcel.

(D) WRCOG shall provide an electronic Officer's Certificate to the Trustee (who will be required to provide such Officer's Certificate to the Program Administrator and Bond Owners) no earlier than the first Business Day of the month preceding each Payment Date and no later than the Record Date prior to such Payment Date, which Officer's Certificate shall contain the following information with respect to any delinquent Assessment installment or Assessment installments:

(i) the identity of the Participating Parcel for which each such Assessment installment is delinquent and the Bond that is secured by the Assessment levied against such Participating Parcel;

(ii) the date upon which each such Assessment installment became delinquent;

(iii) the amount of each such delinquent Assessment installment;

(iv) the date upon which the complaint initiating judicial foreclosure proceedings against each such Participating Parcel was filed or if such complaint has not been filed, the date on which such complaint is required to be filed pursuant to Section 5.02;

(v) the date that judgment in judicial foreclosure proceedings was entered against any such Participating Parcel and the party in whose favor such judgment was entered; and

(vi) the date that any such Participating Parcel was sold at a judicial foreclosure sale.

Section 5.03. Punctual Payment. WRCOG will punctually pay or cause to be paid the principal of, and Interest and any premium on, the Bonds when and as due in strict conformity with the terms of the Indenture, and it will faithfully observe and perform all of the conditions, covenants and requirements of the Indenture and of the Bonds.

Section 5.04. Extension of Time for Payment. In order to prevent any accumulation of claims for Interest after maturity, WRCOG will not, directly or indirectly, extend or consent to the extension of the time for the payment of any Interest on any of the Bonds and will not, directly or indirectly, be a party to the approval of any such arrangement by purchasing or funding any claims for Interest on any of the Bonds, or in any other manner.

Section 5.05. Against Encumbrance. WRCOG will not encumber, pledge or place any charge or lien upon any of the Collateral pledged to the Bonds.

Section 5.06. Books and Accounts. WRCOG will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of WRCOG, in which complete and correct entries will be made of all transactions relating to the Assessments and the application of amounts disbursed from the funds and accounts held by WRCOG or Trustee hereunder, which records will be subject to inspection by the Trustee upon reasonable prior notice on any Business Day.

Section 5.07. Protection of Security and Rights of Owners. WRCOG will preserve and protect the security of the Bonds and the rights of the Owners thereto, and will warrant and defend their rights to such security against all claims and demands of all persons. From and after the delivery of any of the Bonds by WRCOG, the Bonds will be incontestable by WRCOG.

Section 5.08. Compliance with Law; Completion of Improvements. WRCOG will comply with all applicable provisions of the Act and the Bond Law in providing financing for the Improvements, but WRCOG will have no obligation to advance any funds to complete the Improvements in excess of the proceeds of the Bonds available therefor.

Section 5.09. Further Assurances. WRCOG will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of the Indenture, and for the better assuring and confirming unto the Owners of the rights and benefits provided in the Indenture.

Section 5.10. Representations of WRCOG. WRCOG hereby agrees and represents on the date hereof as follows:

(A) WRCOG is a joint powers authority duly organized, duly constituted and validly existing under the laws of the State of California, and has the full legal right, authority and power to enter into and carry out the terms and conditions of this Master Indenture.

(B) No approval of, or consent from, any governmental authority (other than WRCOG's governing body) is required for the execution, delivery or performance by WRCOG of this Master Indenture.

(C) This Master Indenture, when executed and delivered by WRCOG, shall be duly and validly authorized, executed and delivered by WRCOG.

(D) The execution, delivery and performance by WRCOG of this Master Indenture and the performance by WRCOG of its obligations under this Master Indenture and the transactions contemplated hereby and thereby,

(i) do not contravene any provisions of law applicable to WRCOG, and

(ii) do not conflict with, and will not result (with or without the giving of notice or passage of time or both) in the breach of or constitute a default or require any consent under any credit agreement, indenture, mortgage, purchase agreement, deed of trust, security agreement, lease, guarantee or other instrument to which WRCOG is a party, by which WRCOG may be bound, to which WRCOG or its property may be subject.

(E) This Master Indenture constitutes the legal, valid and binding obligation of WRCOG, enforceable against WRCOG in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally, and by applicable laws and judicial decisions which may affect the remedies provided in this Master Indenture.

(F) All Assessment Contracts and transactions related thereto shall comply in all material respects with, and be completed and entered into in material compliance with the applicable requirements of the Act, the Program Report and all other relevant and applicable laws

and regulations of federal government and the State of California, and all relevant and applicable resolutions of WRCOG in effect as of the date any such Assessment Contract is entered into or any such transaction is undertaken. As of the date such Assessment Contract is entered into, WRCOG shall have caused the Program Administrator to determine that the related Participating Parcels and owners of such Participating Parcels shall satisfy, in all material respects, all applicable eligibility criteria under and applicable underwriting requirements of the Act, the Program Report and all other relevant and applicable laws and regulations of federal government and the State of California, and all relevant and applicable resolutions of WRCOG necessary to participate in the Program.

(G) All Bonds shall be limited obligation improvement bonds governed by the provisions of the Indenture, the Act and the Bond Law and shall be issued in accordance with and in satisfaction of all applicable terms and underwriting criteria for such bonds of the Indenture, the Act, the Bond Law and all other relevant and applicable laws and regulations of the federal government and the State of California, the Program Report and all relevant and applicable resolutions of WRCOG, except to the extent any such issuance not in compliance with this clause would not have a material and adverse effect on the payment obligations of the Bonds.

(H) WRCOG, either directly or through the Assessment Administrator or its other agents, shall adhere to all required procedures and processes of WRCOG and shall take all commercially reasonable steps necessary to ensure that all Assessment Installments and Penalties and Interest owed under any and all Assessment Contracts are accurately and timely entered on the tax roll of the County.

(I) The Assessment Installments and all fees, premiums, if any, and other amounts collected with respect to the Assessment Contracts, including, but not limited to, Prepayments, penalties and interest on delinquent Assessment Installments and corrections to Assessment Installments, that are payable to the Owners shall be determined, assessed, if applicable, and collected in accordance with all relevant and applicable laws and regulations.

(J) All notices required to be provided by WRCOG or the Trustee to the Owners shall be provided to the ABS Trustee pursuant to the same terms and provisions of the Indenture that are applicable to the provision of such notices to the Owners.

(K) In any case in which WRCOG refuses or is unable to renew or extend the contract of the Assessment Administrator or Program Administrator (each, a “**Program Service Provider**”), WRCOG shall retain the services of a replacement for such Program Service Provider in sufficient time prior to the termination of the contract of the Program Service Provider to be replaced to ensure the continuity of the services of the Program Service Provider to be replaced without interruption. In addition, WRCOG shall diligently enforce its contractual rights against its Program Service Providers and seek any available contract damages from any of such Program Service Provider in the case of a breach of contract by such Program Service Provider that has a material adverse effect on the amount or timing of collections in respect of the Assessments.

ARTICLE VI

INVESTMENTS; LIABILITY OF WRCOG

Section 6.01. Deposit and Investment of Moneys in Funds. The following will apply to the investment of funds held by the Trustee:

(i) Moneys in any fund or account created or established by the Indenture and held by the Trustee will be invested by the Trustee in Permitted Investments, as directed pursuant to an Officer's Certificate filed with the Trustee at least two Business Days in advance of the making of such investments. In the absence of any such Officer's Certificate, the Trustee shall hold such moneys uninvested.

Obligations purchased as an investment of moneys in any fund will be deemed to be part of such fund or account, subject, however, to the requirements of the Indenture for transfer of Interest earnings and profits resulting from investment of amounts in funds and accounts.

(ii) The Trustee may act as principal or agent in the acquisition or disposition of any investment. The Trustee will incur no liability for losses arising from any investments made pursuant to this Section. The Trustee will be entitled to rely upon any investment directions from WRCOG as a conclusive certification to the Trustee that the investments described therein are so authorized under the laws of the State of California.

In no event will the Trustee be liable for the selection of investments.

(iii) Investments in any and all funds and accounts may at the discretion of the Trustee be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular funds or accounts of amounts received or held by the Trustee hereunder, provided that the Trustee will at all times account for such investments strictly in accordance with the funds and accounts to which they are credited and otherwise as provided in the Indenture.

(iv) The Trustee will sell, or present for redemption, any investment security whenever it is necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such investment security is credited. The Trustee will not be liable or responsible for any loss resulting from the acquisition or disposition of such investment security in accordance herewith.

Section 6.02. Limited Liability of WRCOG. WRCOG will not be obligated to make any payments required hereunder or under any Bond, or be deemed to incur any liability hereunder or by reason hereof or arising out of any of the transactions contemplated hereby, payable from any funds or assets other than from the amounts pledged in Section 3.01.

Section 6.03. Employment of Agents by WRCOG. In order to perform its duties and obligations hereunder, WRCOG may employ such persons or entities as it deems necessary or advisable. WRCOG will not be liable for any of the acts or omissions of such persons or entities employed by it with reasonable care and in good faith hereunder, and will be entitled to rely, and will be fully protected in doing so, upon the opinions, calculations, determinations and directions of such persons or entities.

ARTICLE VII

THE TRUSTEE

Section 7.01. Appointment of Trustee. Wilmington Trust, National Association, at the Principal Office, is hereby appointed trustee and paying agent for the Bonds. The Trustee undertakes to perform such duties, and only such duties, as are specifically set forth in the Indenture, and no implied covenants or obligations will be read into the Indenture against the Trustee. With respect to the appointment of the Trustee, the following will apply:

(A) Any bank or company into which the Trustee may be merged or converted or with which it may be consolidated, or any bank or company resulting from any merger, conversion or consolidation to which it is a party, or any bank or company to which the Trustee may sell or transfer all or substantially all of its corporate trust business (if such bank or company is eligible under the following paragraph of this Section 7.01) will be the successor to such Trustee without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding. The Trustee will give WRCOG written notice of any such succession hereunder.

(B) WRCOG may remove the Trustee initially appointed and any successor thereto, and may appoint a successor thereto, but any Trustee will be a national banking association or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least \$75,000,000 and subject to supervision or examination by federal or state authority. If such national banking association or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining WRCOG above referred to, then for the purposes of this Section 7.01, combined capital and surplus of such national banking association or trust company will be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

(C) The Trustee may at any time resign by giving written notice to WRCOG and by giving to the Owners notice by mail of such resignation. Upon receiving notice of such resignation, WRCOG will promptly appoint a successor Trustee, satisfying the requirements of Section 7.01(B) above, by an instrument in writing. Any resignation or removal of the Trustee will become effective upon acceptance of appointment by the successor Trustee.

(D) If, by reason of the judgment of any court, the Trustee is rendered unable to perform its duties hereunder, WRCOG will promptly appoint a successor Trustee by an instrument in writing.

(E) If no appointment of a successor Trustee is made pursuant to the foregoing provisions of this Section within 45 days after the Trustee has given to WRCOG written notice or after a vacancy in the office of the Trustee has occurred by reason of its inability to act, the Trustee or any Bond Owner may apply to any court of competent jurisdiction to appoint a successor Trustee. That court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Trustee.

Section 7.02. Liability of Trustee. With respect to the liability of the Trustee, the following will apply:

(A) The recitals of facts, covenants and agreements herein and in the Bonds contained will be taken as statements, covenants and agreements of WRCOG, and the Trustee assumes no responsibility for the correctness of the same, makes no representations as to the validity or

sufficiency of the Indenture or of the Bonds, or will incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Bonds assigned to or imposed upon it. The Trustee will not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. The Trustee assumes no responsibility or liability for any information, statement, or recital in any official statement or other disclosure material prepared or distributed with respect to the issuance of the Bonds.

(B) The Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of the Indenture; but in the case of any such certificates or opinions by which any provision hereof are specifically required to be furnished to the Trustee, the Trustee will be under a duty to examine the same to determine whether or not they conform to the requirements of the Indenture on their face.

Except as provided above in this paragraph, Trustee will be fully protected and will incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of the Indenture, upon any resolution, order, notice, request, consent or waiver, certificate, statement, affidavit, or other paper or document which it in good faith reasonably believes to be genuine and to have been adopted or signed by the proper person or to have been prepared and furnished pursuant to any provision of the Indenture, and the Trustee will not be under any duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument.

(C) The Trustee will not be liable for any error of judgment made in good faith by a responsible officer unless it is proved that the Trustee was negligent in ascertaining the pertinent facts.

(D) No provision of the Indenture will require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers unless the Owners have offered to the Trustee security or indemnity satisfactory to it against the costs, expenses and liabilities which might be incurred by it.

(E) The Trustee will be under no obligation to exercise any of the rights or powers vested in it by the Indenture at the request or direction of any of the Owners pursuant to the Indenture unless such Owners have offered to the Trustee security or indemnity satisfactory to it against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

(F) The Trustee may become the owner of the Bonds with the same rights it would have if it were not the Trustee.

(G) The Trustee will not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of enforced delay ("unavoidable delay") in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the project, malicious mischief,

condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event or occurrences beyond the control of the Trustee.

(H) The Trustee agrees to accept and act upon instructions or directions pursuant to the Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Trustee has received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate will be amended and replaced whenever a person is to be added or deleted from the listing. If WRCOG elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions will be deemed controlling. The Trustee will not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. WRCOG agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

(I) The Trustee will have no responsibility or liability with respect to any information, statements or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds.

(J) The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, affiliates, or receivers, and will be entitled to advice of counsel concerning all matters of trust and its duty hereunder, and the Trustee will not be answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care.

Section 7.03. Reporting; Books and Accounts. The Trustee will provide to WRCOG, Program Administrator and Bond Owners the following reports:

- (i) Upon the remittance by WRCOG to the Trustee of any amounts representing an Assessment installment (including delinquent installments) or Prepayment, the amount of such Assessment installment or Prepayment to be deposited to each fund and account established in the Indenture (each, an "**Account**").
- (ii) Not later than five Business Days after each Record Date: (a) the amounts to be credited to the payment of outstanding principal, Interest and premium on the outstanding Bonds from each Account on the next succeeding Payment Date and (b) the balances in each Account immediately prior to and after the distributions from each Account on the next succeeding Payment Date.
- (iii) Such other information relating to the Bonds and the funds and accounts maintained by the Trustee hereunder as WRCOG and Bond Owners may reasonably request.

The Trustee will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Trustee, in which complete and correct entries will be made of all transactions made by it relating to the expenditure of amounts disbursed from the Redemption Fund and the accounts therein, the Program Fund and the Reserve Fund. Such

books of record and accounts, as well as electronic copies of executed Assessment Contracts, will, upon reasonable notice, at all times during business hours on any Business Day be subject to the inspection of WRCOG and the Owners of not less than 10% of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

Section 7.04. Consultation with Counsel; Notice to Trustee. The Trustee may consult with counsel, who may be counsel to WRCOG, with regard to legal questions, and the opinion of such counsel will be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

The Trustee will not be bound to recognize any person as the Owner of a Bond unless and until such person is the registered Owner of such Bond and such Bond is submitted for inspection, if required, and such Owner's title thereto satisfactorily established, if disputed.

Whenever in the administration of its duties under the Indenture the Trustee deems it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the Trustee, be deemed to be conclusively proved and established by a certificate of an Authorized Officer of WRCOG, and such certificate will be full warrant to the Trustee for any action taken or suffered under the provisions of the Master Indenture or any Supplemental Indenture upon the faith thereof, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 7.05. Compensation; Indemnification. WRCOG will pay to the Trustee as an Administrative Expense from time to time reasonable compensation for all services rendered as Trustee under the Indenture, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of the Trustee's in house or other attorneys and agents, incurred in and about the performance of their powers and duties under the Indenture, but the Trustee will not have a lien therefor on any funds at any time held by it under the Indenture.

WRCOG further agrees, to the extent permitted by applicable law, to indemnify and save the Trustee, its officers, employees, directors and agents harmless against any losses, expenses, costs, claims, judgments, damages, suits or liabilities which it may incur in the exercise and performance of its powers and duties hereunder (including without limitation legal fees and expenses) which are not due to its negligence or willful misconduct.

The obligation of WRCOG under this Section will survive resignation or removal of the Trustee under the Indenture and payment of the Bonds and discharge of the Indenture.

ARTICLE VIII

MODIFICATION OR AMENDMENT OF THE INDENTURE

Section 8.01. Conditions for Amendment.

(A) Amendment with Consent of Bond Owners. The Indenture and the rights and obligations of WRCOG and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Indenture with the written consent of the Owners of at least 60% in aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 8.03.

No such modification or amendment may:

- (i) extend the maturity of any Bond or reduce the Coupon Interest Rate thereon, or otherwise alter or impair the obligation of WRCOG to pay the principal of, and the Interest and any premium on, any Bond, without the express consent of the Owner of such Bond;
- (ii) permit the creation by WRCOG of any pledge or lien upon the Collateral other than the lien created for the benefit of the Bonds (except as provided in Sections 2.02 and 3.03);
- (iii) reduce the percentage of Bonds required for the amendment hereof; or
- (iv) amend this Section 8.01.

Any such amendment may not modify any of the rights or obligations of the Trustee without its written consent.

(B) Amendment without Consent of Bond Owners. The Indenture and the rights and obligations of WRCOG and of the Owners may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

- (i) Additions. To add to the covenants and agreements of WRCOG contained in the Indenture, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon WRCOG.
- (ii) Not Adversely Affecting Bonds. To make modifications not adversely affecting any outstanding Bonds in any respect, as evidenced by an opinion of Bond Counsel delivered to the Trustee.
- (iii) Corrections. To make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in the Indenture, or in regard to questions arising under the Indenture, as WRCOG may deem necessary or desirable and not inconsistent with the Indenture, and which will not adversely affect the rights of the Owners of the Bonds.
- (iv) Issuance of Bonds. To issue additional series of Bonds in accordance with the Indenture, except as provided in Section 8.08.

(v) Credit Enhancements. To provide for the delivery of credit enhancements for one or more series of the Bonds.

(vi) Reserve Fund Deposits. To provide for the satisfaction with funds other than Bond proceeds of the obligation to make a deposit into the Reserve Fund in an amount equal to the Reserve Fund Deposit Amount with respect to each series of Bonds.

(vii) Federal Tax Law. To comply with applicable provisions of the Tax Code relating to tax-exempt bonds or federal tax credit bonds.

Section 8.02. Procedure for Amendments. WRCOG and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds or of the Indenture, to the extent that such amendment is permitted by Section 8.01, to take effect when and as provided in this Section. With respect to such Supplemental Indenture under this Section, the following will apply:

(A) A copy of such Supplemental Indenture, together with, if applicable, a request to Owners for their consent thereto, will be mailed by first class mail, by the Trustee to each Owner of Bonds Outstanding, but failure to mail copies of such Supplemental Indenture and request will not affect the validity of the Supplemental Indenture when assented to as provided in this Section.

(B) With respect to Supplemental Indentures pursuant to Section 8.01(A), such Supplemental Indenture will not become effective unless there has been filed with the Trustee the written consents of the Owners of the required principal amount of the Bonds then Outstanding as determined in accordance with Section 8.01(A) (exclusive of Bonds disqualified as provided in Section 8.03) and a notice has been mailed as described in subsection (A) above. Each such consent will be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof will be such as is permitted by Section 10.04.

Any such consent will be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

(C) With respect to Supplemental Indentures pursuant to Section 8.01 (and in the case of Section 8.01(A), after the Owners of the required percentage of Bonds have filed their consents to the Supplemental Indenture), the Trustee will mail a notice to the Owners, by first class mail, stating in substance, as applicable, that the Supplemental Indenture has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section; provided, however, that failure to mail copies of this notice will not affect the validity of the Supplemental Indenture or consents thereto.

Proof of the mailing of such notice will be filed with the Trustee. A record, consisting of the papers required by this Section 8.02 to be filed with the Trustee, will be proof of the matters therein stated until the contrary is proved.

The Supplemental Indenture will become effective upon the filing with the Trustee of (a) the proof of the required notice and (b) an approving opinion of Bond Counsel to the effect that the Supplemental Indenture complies with this Section 8.02. The Supplemental Indenture will be deemed conclusively binding (except as otherwise specifically provided in this Article) upon

WRCOG and the Owners of all Bonds at the expiration of 60 days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such 60-day period.

Notwithstanding anything contained in this Section 8.02, if the unanimous consent of Owners is obtained, the foregoing provisions of this Section 8.02 may be waived in their entirety.

Section 8.03. Disqualified Bonds. Bonds owned or held for the account of WRCOG, excepting any pension or retirement fund, will not be deemed Outstanding for the purpose of any consent or other action or any calculation of Outstanding Bonds provided for in this Article VIII, and will not be entitled to consent to, or take any other action provided for in this Article VIII; except that in determining whether the Trustee will be protected in relying upon any such approval or consent of an Owner, only Bonds which a responsible officer of the Trustee having direct responsibility for the administration of the Indenture actually knows to be owned by or held for the account of WRCOG (excepting any pension or retirement fund) will be disregarded unless all Bonds are so owned, in which case such Bonds will be considered Outstanding for the purpose of such determination.

Upon request of the Trustee, WRCOG will specify in a certificate to the Trustee those Bonds disqualified pursuant to this Section and the Trustee may conclusively rely on such certificate.

Section 8.04. Effect of Supplemental Indenture. From and after the time any Supplemental Indenture becomes effective pursuant to this Article VIII, the Indenture will be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations under the Indenture of WRCOG and all Owners of Bonds Outstanding will thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture will be deemed to be part of the terms and conditions of the Indenture for any and all purposes.

Section 8.05. Endorsement or Replacement of Bonds Issued After Amendment. WRCOG may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article VIII will bear a notation, by endorsement or otherwise, in form approved by WRCOG, as to such action. In that case, upon request of the Owner of any Bond Outstanding at such effective date and presentation of his or her Bond for that purpose at the Principal Office of the Trustee or at such other office as WRCOG may select and designate for that purpose, a suitable notation will be made on such Bond.

WRCOG may determine that new Bonds, so modified as in the opinion of WRCOG is necessary to conform to such Owners' action, will be prepared, executed and delivered. In that case, upon request of the Owner of any Bonds then Outstanding, such new Bonds will be exchanged at the Principal Office of the Trustee without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 8.06. Amendatory Endorsement of Bonds. The provisions of this Article VIII will not prevent any Owner from accepting any amendment as to the particular Bonds held by him, provided that due notation thereof is made on such Bonds.

Section 8.07. Execution of Supplemental Indenture. Prior to executing any Supplemental Indenture hereunder, the Trustee will be entitled to receive an opinion of Bond Counsel stating that the execution of such Supplemental Indenture is authorized and permitted

by the Indenture and that all conditions precedent to the execution of such Supplemental Indenture have been met.

Section 8.08. Special Amendments. Notwithstanding anything to the contrary herein, this Master Indenture and any Supplemental Indentures may be amended and modified in the following manner at any time the Owner of the Bonds is the Sole Owner:

(A) The Sole Owner may direct the Trustee and WRCOG in writing to divide any Outstanding series of Bonds (notwithstanding whether any Bonds of such series are owned by the Program Administrator or its affiliates or their respective successors and assigns) into two or more series of Bonds and allocate, in its sole discretion, the Assessments that would have been allocated to the Outstanding series upon mandatory redemption (in accordance with Section 2.03(A)(i)), or for any payments of Interest from the Capitalized Interest Account, among the series resulting from such division. The Trustee and WRCOG agree to enter into a new Supplemental Indenture for each series of Bonds resulting from the division and any other related documentation.

(B) The Sole Owner may direct any series of Bonds (notwithstanding whether any Bonds of such series are owned by the Program Administrator or its affiliates or their respective successors and assigns) to be deemed issued under a separate master indenture and related supplemental indenture that are substantially identical to this Master Indenture and the related Supplemental Indenture(s) for such series of Bonds. As a result, the Assessments that secure the series of Bonds under the separate master indenture and related supplemental indenture(s) will secure only the series of bonds deemed issued under that separate master indenture and related supplemental indenture(s). The Trustee and WRCOG agree to enter into any such separate master indentures and supplemental indentures and any other related documentation.

ARTICLE IX

EVENTS OF DEFAULT; REMEDIES

Section 9.01. Events of Default. Any one or more of the following events will constitute an "Event of Default":

(A) Default in the due and punctual payment of the principal of or premium, if any, on any Bond when and as the same will become due and payable, whether on any Payment Date on which principal is due, the maturity date with respect to such Bond or on the date of a redemption thereof;

(B) Default in the due and punctual payment of the Interest on any Bond when and as the same will become due and payable, whether on any Payment Date, the maturity date with respect to such Bond or on the date of a redemption thereof;

(C) Default by WRCOG in the observance of any of the other agreements, conditions or covenants on its part in the Indenture or in the Bonds contained, and the continuation of such default for a period of thirty days after WRCOG has knowledge of such default or has been given notice in writing of such default by the Trustee or any Owner; *provided, however*, if in the reasonable opinion of WRCOG the default can be corrected, but not within such thirty day period, such default shall not constitute an Event of Default if corrective action is instituted by WRCOG within such thirty day period and WRCOG shall thereafter diligently and in good faith cure such failure within thirty days after such original thirty day period;

(D) Failure of the Owners to have a perfected first priority security interest in the Collateral; or

(E) The filing by WRCOG of a voluntary petition in bankruptcy, or failure by WRCOG promptly to lift any execution, garnishment or attachment, or adjudication of WRCOG as bankrupt, or assignment by WRCOG for the benefit of creditors, or the entry by WRCOG into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to WRCOG in any proceedings instituted under the provisions of the United States Bankruptcy Code.

Section 9.02. Remedies of Owners. Following the occurrence of an Event of Default, any Owner will have the right for the equal benefit and protection of all Owners similarly situated:

(A) By mandamus or other suit or proceeding at law or in equity to enforce such Owner's rights against WRCOG and any of the members, officers and employees of WRCOG, and to compel WRCOG or any such members, officers or employees to perform and carry out their duties under the Act or the Bond Law and their agreements with the Owners as provided in the Indenture; or

(B) By suit in equity to enjoin any actions or things which are unlawful or violate the rights of the Owners.

Nothing in this article or in any other provisions of the Indenture or in the Bonds will affect or impair the obligation of WRCOG, which is absolute and unconditional, to pay the Interest and premium (if any) on and principal of the Bonds to the respective owners of the Bonds when due, as herein provided, out of the Collateral pledged for such payment, or affect or impair the right of

action, which is also absolute and unconditional, of such Owners to institute suit to enforce such payment by virtue of the contract embodied in the Bonds and in the Indenture.

A waiver by any Owner of any default or breach of duty or contract will not (i) affect any subsequent default or breach of duty or contract, (ii) impair any rights or remedies on any such subsequent default or breach or (iii) affect any other Owner's rights hereunder with respect to such default or breach of duty or contract. No delay or omission by any Owner to exercise any right or power accruing upon any default will impair any such right or power and it will not be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Owners by the Act or the Bond Law or by this article may be enforced and exercised from time to time and as often as will be deemed expedient by any Owner.

If any suit, action or proceeding to enforce any right or exercise any remedy is abandoned or determined adversely to the Owners, WRCOG and the Owners will be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken. No remedy herein conferred upon or reserved to the Owners is intended to be exclusive of any other remedy. Every such remedy will be cumulative and will be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise, and may be exercised without exhausting and without regard to any other remedy conferred by the Act, the Bond Law or any other law.

In no event will the Trustee have any responsibility to cure or cause WRCOG or any other person or entity to cure an Event of Default hereunder.

ARTICLE X

MISCELLANEOUS

Section 10.01. Discharge of Indenture. Subject to the provisions of Section 2.03 hereof regarding redemption, if WRCOG pays and discharges the entire outstanding principal, Interest and premium on all of the Bonds Outstanding in any one or more of the following ways:

(A) by paying or causing to be paid the principal of and Interest and any premium on, all Bonds Outstanding, as and when the same become due and payable;

(B) by depositing with the Trustee, in trust for deposit, at or before maturity, money which, together with the amounts then on deposit in the funds and accounts provided for in Section 4.01, is fully sufficient to pay all Bonds Outstanding, including all principal, Interest and any applicable premiums; or

(C) by irrevocably depositing with the Trustee, in trust, cash and Federal Securities in such amount as WRCOG may determine, as confirmed by an independent certified public accountant, will, together with the interest to accrue thereon and moneys then on deposit in the fund and accounts provided for in Section 4.01, be fully sufficient to pay all Bonds Outstanding, including all principal, Interest and any applicable premiums, at or before their respective maturity dates;

and if the Bonds are to be redeemed prior to the maturity thereof notice of such redemption has been given as required by the Indenture (or provision satisfactory to the Trustee has been made for the giving of such notice), then, at the election of WRCOG, and notwithstanding that any Bonds have not been surrendered for payment, the pledge of the Collateral provided for in the Indenture and all other obligations of WRCOG under the Indenture with respect to all Bonds Outstanding will cease and terminate, except only: (i) the obligation of WRCOG to pay or cause to be paid to the Owners of the Bonds not so surrendered and paid all sums due thereon, and (ii) the obligation of WRCOG to pay or cause to be paid all amounts owing to the Trustee pursuant to Section 7.05 hereof.

If all Bonds outstanding are discharged pursuant to this Section, thereafter Assessments will not be payable to the Trustee. Notice of election to discharge the Indenture in accordance with this Section 10.01 will be filed with the Trustee by WRCOG.

Any funds thereafter held by the Trustee upon payment of all fees and expenses of the Trustee, which are not required for said purpose, will be paid over to WRCOG to be used by WRCOG as provided in the Act and the Bond Law.

Section 10.02. Benefits of Indenture Limited to Parties. Nothing in the Indenture, expressed or implied, is intended to give to any person other than WRCOG, the Trustee and the Owners, any right, remedy or claim under or by reason of the Indenture. Any covenants, stipulations, promises or agreements in the Indenture contained by and on behalf of WRCOG will be for the sole and exclusive benefit of the Owners and the Trustee.

Section 10.03. Successor is Deemed Included in All Reference to Predecessor. Whenever in the Master Indenture or any Supplemental Indenture either WRCOG or the Trustee is named or referred to, such reference will be deemed to include the successors or assigns thereof, and all the covenants and agreements in the Indenture contained by or on behalf of

WRCOG or the Trustee will bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 10.04. Execution of Documents and Proof of Ownership by Owners. Any request, declaration or other instrument that the Indenture may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and will be executed by Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

The ownership of registered bonds and the amount, maturity, number and date of holding the same will be proved by the registry books.

Any consent, request, declaration or other instrument or writing of the then registered Owner of any Bond will bind all future Owners of such Bond in respect of anything done or suffered to be done by WRCOG or the Trustee in good faith and in accordance therewith.

Section 10.05. Waiver of Personal Liability. No member, officer, agent or employee of WRCOG will be individually or personally liable for the payment of the principal of, or Interest or any premium on, the Bonds; but nothing herein contained will relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

Section 10.06. Notices to and Demand on WRCOG and Trustee. All notices or communications herein required or permitted to be given to WRCOG or the Trustee shall be in writing and shall be deemed to have been sufficiently given or served for all purposes by being delivered or sent by telecopy or upon actual receipt by being deposited, postage prepaid, in a post office letter box, addressed as follows:

If to WRCOG:	Western Riverside Council of Governments 4080 Lemon Street, 3rd Floor, MS 1032 Riverside, California 92501-3609 Attention: Executive Director
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If to the Trustee:	Wilmington Trust, National Association 650 Town Center Drive, Suite 600 Costa Mesa, California 92626 Attention: Corporate Trust Services
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Section 10.07. Partial Invalidity. If any one or more of the provisions contained in the Indenture or in the Bonds shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in the Indenture and such invalidity, illegality or unenforceability shall not affect any other provision of the Indenture, and the Indenture shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. WRCOG hereby declares that it would have entered into the Indenture and each and every other Section, paragraph,

sentence, clause or phrase hereof and authorized the issuance of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses or phrases of the Indenture may be held illegal, invalid or unenforceable.

Section 10.08. Unclaimed Moneys. Notwithstanding any provisions of the Indenture, any moneys held by the Trustee in trust for the payment of the principal of, or Interest or premium on, any Bonds and remaining unclaimed for two years after the principal of all of the Bonds has become due and payable (whether at maturity or upon redemption as provided in the Indenture), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Bonds became due and payable, shall be repaid to WRCOG free from the trusts created by the Indenture upon receipt of an indemnification agreement acceptable to WRCOG and the Trustee indemnifying the Trustee with respect to claims of Owners of Bonds which have not yet been paid, and all liability of the Trustee with respect to such moneys shall thereupon cease; provided, however, that before the repayment of such moneys to WRCOG as aforesaid, the Trustee may (at the cost of WRCOG) first mail, by first class mail postage prepaid, to the Owners of Bonds which have not yet been paid, at the respective addresses shown on the Bond Register, a notice, in such form as may be deemed appropriate by the Trustee with respect to the Bonds so payable and not presented and with respect to the provisions relating to the repayment to WRCOG of the moneys held for the payment thereof.

Section 10.09. Applicable Law. The Indenture will be governed by and enforced in accordance with the laws of the State of California applicable to contracts made and performed in the State of California.

Section 10.10. Conclusive Evidence of Regularity. The issuance of Bonds pursuant to the Indenture will constitute conclusive evidence of the regularity of all proceedings under the Act relative to their issuance and the levy of the Assessments.

Section 10.11. Payment on Business Day. In any case where the date of the maturity of Interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to the Indenture is other than a Business Day, the payment of Interest or principal (and any premium) or the action need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required and no additional Interest will accrue from such Payment Date until such Business Day.

Section 10.12. Counterparts. This Master Indenture may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as WRCOG and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, WRCOG and the Trustee have caused this Master Indenture to be executed, all as of the date first written above.

WESTERN RIVERSIDE COUNCIL OF
GOVERNMENTS

By: _____
Authorized Signatory

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Trustee

By: _____
Authorized Signatory

Consented to for purposes of Section 8.01(A)
of the Original Master Indenture, and
acknowledged and agreed, by all Owners
as of the date hereof, being:

[RenewPACE WH II LLC]

By: _____
Authorized Signatory

SIGNATURE
PAGE TO
MASTER
INDENTURE
(M5WR)

EXHIBIT A
FORM OF SUPPLEMENTAL INDENTURE

SUPPLEMENTAL INDENTURE NO. []

between the

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

and

**WILMINGTON TRUST, NATIONAL ASSOCIATION
As Trustee**

Dated as of [], 2017

Relating to

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
CaliforniaFIRST**

**Limited Obligation Improvement Bonds
(M5WR)
Series ____**

(Supplemental to the Amended and Restated Master Indenture, dated as of
_____, 2018, and thereafter supplemented)

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EXHIBIT C SUPPLEMENTAL RESOLUTION(S) OF ISSUANCE

SUPPLEMENTAL INDENTURE NO. []

THIS SUPPLEMENTAL INDENTURE NO. [], dated as of [], 2018 (this **"Supplemental Indenture"**), is made by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS, a joint exercise of powers agency duly organized and existing under and by virtue of the laws of the State of California (the **"WRCOG"**), and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America (the **"Trustee"**);

BACKGROUND:

WHEREAS, WRCOG and the Trustee have executed and delivered an Amended and Restated Master Indenture, dated as of [] [], 2018 (the **"Master Indenture"**), and thereafter supplemented, to provide for the terms and conditions of the issuance by WRCOG of one or more series of Bonds (as defined in the Master Indenture) from time to time;

WHEREAS, under the Act and the Bond Law (as such terms are defined in the Master Indenture), the Executive Committee of WRCOG adopted the supplemental resolution(s) of issuance listed in Exhibit C (the **"Supplemental Resolution(s) of Issuance"**) for the Counties (as defined in the Master Indenture), which among other matters, authorized the issuance of the Series ____ Bonds and the execution hereof;

WHEREAS, in order to provide for the authentication and delivery of the Series ____ Bonds, to establish and declare the terms and conditions upon which the Series ____ Bonds are to be issued, to secure the Series ____ Bonds by a first priority perfected lien and charge upon the Assessments and the respective funds and accounts established under the Master Indenture, the Executive Committee has authorized the execution and delivery of this Supplemental Indenture;

WHEREAS, all acts and proceedings required by law and the Master Indenture necessary to make the Series ____ Bonds, when executed by WRCOG and authenticated and delivered by the Trustee, the duly issued, valid, binding and legal special obligations of WRCOG, and to constitute this Supplemental Indenture a valid and binding agreement for the uses and purposes herein set forth, in accordance with its terms, have been done and taken; and the execution and delivery of this Supplemental Indenture have been in all respects duly authorized; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS; AUTHORIZATION AND PURPOSE OF SERIES ____ BONDS; SECURITY; COVENANTS

Section 1.01. Definitions. Unless the context clearly otherwise requires or unless otherwise defined in this Supplemental Indenture, the capitalized terms in this Supplemental Indenture will have the respective meanings that such terms have in the Master Indenture.

“Closing Date” means the date of initial issuance and delivery of the Series ____ Bonds hereunder.

“Payment Dates” means March 2 and September 2 of each year, commencing as of the date indicated in Appendix 1.

Section 1.02. Interpretation. Section 1.03 of the Master Indenture shall govern interpretation of this Supplemental Indenture.

Section 1.03. Authorization. Each of the parties represents and warrants that it has full legal authority and is duly empowered to enter into this Supplemental Indenture and has taken all actions necessary to authorize the execution of this Supplemental Indenture by the officers and persons signing it.

Section 1.04. Security. As a Bond issued pursuant to Section 2.02 of the Master Indenture, each Series ____ Bonds will be secured by a first priority perfected lien and charge upon the applicable Series No. [] Bond Assessments identified in Exhibit B hereto levied on the corresponding Participating Parcel or Participating Parcels identified in Exhibit B pursuant to the applicable Assessment Contracts, Chapter 29 and the Bond Act and the other Collateral established under the Indenture and the Bond Act securing such Series [] Bonds.

Section 1.05. Representations of WRCOG. WRCOG hereby warrants and represents on the date hereof as follows:

(A) WRCOG is a joint powers authority duly organized, duly constituted and validly existing under the laws of the State of California, and has the full legal right, authority and power to enter into and carry out the terms and conditions of the Indenture.

(B) No approval of, or consent from, any governmental authority (other than WRCOG's governing body) is required for the execution, delivery or performance by WRCOG of the Indenture.

(C) The Indenture, when executed and delivered by WRCOG, shall be duly and validly authorized, executed and delivered by WRCOG.

(D) The execution, delivery and performance by WRCOG of the Indenture and the performance by WRCOG of its obligations under the Indenture and the transactions contemplated hereby and thereby:

(i) do not contravene any provisions of law applicable to WRCOG, and

(ii) do not conflict with, and will not result (with or without the giving of notice or passage of time or both) in the breach of or constitute a default or require any consent under any credit agreement, indenture, mortgage, purchase agreement, deed of trust,

security agreement, lease, guarantee or other instrument to which WRCOG is a party, by which WRCOG may be bound or to which WRCOG or its property may be subject.

(E) The Indenture constitutes the legal, valid and binding obligation of WRCOG, enforceable against WRCOG in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally, and by applicable laws and judicial decisions which may affect the remedies provided in the Indenture.

(F) WRCOG has complied with Section 3.03 of the Master Indenture in connection with the issuance of the Series ____ Bonds.

(G) Each of the Assessment Contracts related to the Series ____ Bonds was executed and delivered by WRCOG in compliance with the requirements of the Act, the Program Report, all relevant and applicable laws and regulations of the federal government and the State of California and all relevant and applicable resolutions of WRCOG.

(H) Based on the information provided to WRCOG by, and representations of, the owners of the relevant Participating Parcels, (i) for whom Assessments will be initially financed by the Series ____ Bonds the transactions represented by the Assessment Contracts, the related Participating Parcels and owners of such Participating Parcels satisfy all eligibility criteria under and underwriting requirements of the Act, the Program Report and all other relevant and applicable laws and regulations of the federal government and the State of California, and all relevant and applicable resolutions of WRCOG necessary to participate in the Program and (ii) for whom Financing Assessments will be refinanced by the Series ____ Bonds in connection with a Financing Take-Out, the transactions represented by the related Assessment Contracts, the related Participating Parcels and owners of such Participating Parcels did satisfy all eligibility criteria under and underwriting requirements of the Act, the Program Report and all other relevant and applicable laws and regulations of the federal government (to the best knowledge of the Authority) and the State of California, and all relevant and applicable resolutions of the Authority necessary to participate in the Program as of the date such Financing Assessments were initially financed.

(I) The Series ____ Bonds are limited obligation improvement bonds governed by the provisions of the Indenture, the Act and the Bond Law and have been issued in accordance with and in satisfaction of all applicable terms and underwriting criteria for such bonds set forth in the Indenture, the Act, the Bond Law and all other relevant and applicable laws and regulations of the federal government and the State of California, the Program Report and all relevant and applicable resolutions of WRCOG.

(J) Without limiting Section 5.01(C) of the Master Indenture, WRCOG, either directly or through the Program Administrator or its other agents, has taken and shall continue to take all commercially reasonable steps necessary to ensure that all amounts owed under any and all Assessment Contracts are accurately and timely entered on the tax roll of the County.

ARTICLE II

ISSUANCE OF SERIES ____ BONDS

Section 2.01. Terms of Series ____ Bonds.

(A) The Series ____ Bonds authorized to be issued by WRCOG under and subject to the Bond Law and the terms of the Master Indenture, as supplemented and amended, and this Supplemental Indenture will be designated the "WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS CaliforniaFIRST Limited Obligation Improvement Bonds (M5WR) Series ____", and will be issued in the original principal amount as indicated in Appendix 1.

The Series ____ Bonds shall be issued as fully registered Bonds without coupons.

(B) The Series ____ Bonds will be dated the Closing Date and will be payable on the Payment Dates and in the principal amounts, and will bear the Coupon Interest at the Coupon Interest Rate per annum (with accrued and unpaid Interest payable on each Payment Date in accordance with Sections 2.02(B) and (C) of the Master Indenture), set forth in the schedule indicated in Appendix 1.

Except as otherwise set forth in this Section 2.01, Article II of the Master Indenture will govern the Series ____ Bonds.

Section 2.02. Redemption of Series ____ Bonds.

(A) **[5- and 10-year maturities only:** The Series ____ Bonds are subject to mandatory redemption from Prepayments and optional redemption from amounts on deposit in the Release Account, in each case as set forth in Appendix 1, but are not otherwise subject to optional redemption prior to maturity.]

[15-, 20- and 25-year maturities only: The Series ____ Bonds are subject to optional redemption from any source of funds other than Prepayments or amounts on deposit in the Release Account, mandatory redemption from Prepayments and optional redemption from amounts on deposit in the Release Account, in each case as set forth in Appendix 1.]

(B) Applicability of the Master Indenture. Except as otherwise set forth in this Section 2.02, Section 2.03 of the Master Indenture will govern redemption of the Series ____ Bonds.

Section 2.03. Form of Series ____ Bonds. The Series ____ Bonds, the Trustee's certificate of authentication, and the assignment to appear thereon, will be substantially in the form set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Supplemental Indenture, the Resolution of Issuance, the Supplemental Resolutions of Issuance and the Bond Law.

Section 2.04. Validity of Bonds. The validity of the authorization and issuance of the Bonds will not be dependent upon the installation or operation of the Improvements or upon the performance by any person of such person's obligation with respect to the Improvements.

Section 2.05. Registration of Series ____ Bonds. The Series ____ Bonds shall be registered in the name of the bond purchaser indicated in Appendix 1.

ARTICLE III

USE OF PROCEEDS

Section 3.01. Issuance of Series ____ Bonds. Upon the execution and delivery of this Supplemental Indenture and satisfaction of the requirements for issuance of a new series of Bonds under Section 2.02 of the Master Indenture, WRCOG will execute and deliver the Series ____ Bonds in the aggregate principal amount of as indicated in Appendix 1 to the Trustee for authentication and delivery to the purchaser thereof as indicated in Appendix 1.

Section 3.02. Application of Proceeds of Sale of Series ____ Bonds. Upon the receipt of payment for the Series ____ Bonds on the Closing Date, the Trustee will apply the proceeds of sale thereof (being an amount equal to the principal amount of the Series ____ Bonds) as indicated in Appendix 1.

Section 3.03. Application of Financing Funds. Upon the receipt of (i) a Financing Re-Conveyance Instrument, and (ii) any moneys transferred from the accounts and subaccounts held under the Financing DACA in connection with a Financing Take-Out (the “**Financing Funds**”), the Trustee will apply such Financing Funds as indicated in Appendix 1.

ARTICLE IV

ADDITIONAL PROVISIONS

Section 4.01. Applicable Law. This Supplemental Indenture will be governed by and enforced in accordance with the laws of the State of California applicable to contracts made and performed in the State of California.

Section 4.02. Conflict with Bond Law. In the event of a conflict between any provision of this Supplemental Indenture with any provision of the Bond Law as in effect on the Closing Date, the provision of the Bond Law will prevail over the conflicting provision of this Supplemental Indenture.

Section 4.03. Conclusive Evidence of Regularity. Series ____ Bonds issued pursuant to this Supplemental Indenture will constitute conclusive evidence of the regularity of all proceedings under the Bond Law relative to their issuance and the levy of the Assessments.

Section 4.04. Confirmation of Master Indenture; Conflict With Master Indenture. All representations, covenants, warranties and other provisions of the Master Indenture, as previously amended and supplemented, unless specifically amended, modified or supplemented by this Supplemental Indenture, are hereby confirmed as applicable to this Supplemental Indenture. In the event of any conflict between the provisions of this Supplemental Indenture and the Master Indenture, as previously amended and supplemented, the provisions of this Supplemental Indenture will govern.

Section 4.05. Counterparts. This Supplemental Indenture may be executed in counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, WRCOG and the Trustee have caused this Supplemental Indenture to be executed, all as of the date first written above.

WESTERN RIVERSIDE COUNCIL OF
GOVERNMENTS

By: _____
Authorized Signatory

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Trustee

By: _____
Authorized Signatory

APPENDIX 1 Bond Specifics

Article I

Section 1.01 Definitions

Payment Dates: Interest on the Series ___ Bonds is due and payable on March 2 and September 2 of each year, commencing on [DATE]. Principal of the Series ___ Bonds is due on September 2 of each year, commencing on [DATE]

Principal of the Series ___ Bonds is due on September 2 in the years identified below.

Article II

Section 2.01. Terms of Series ___ Bonds.

(a) Original principal amount for this Bond series is \$ _____

(b) Coupon Interest Rate: _____

Section 2.02. Redemption of Series ___ Bonds.

(a) **[This paragraph (a) is applicable to 15-, 20- and 25-year maturities only.]**
Optional Redemption. The Series ___ Bonds are subject to optional redemption, as a whole but not in part, on any Payment Date on or after September 2, 20__, from funds derived by WRCOG from any source other than Prepayments or amounts on deposit in the Release Account, at a redemption price equal to the then-outstanding principal balance of the Series ___ Bonds together with the redemption premium shown below, plus accrued Interest thereon to the date of redemption.

Payment Date	Redemption Premium
September 2, 20__ or March 2, 20__	3%
September 2, 20__ or March 2, 20__	2
September 2, 20__ or March 2, 20__	1
September 2, 20__ or any Payment Date thereafter	0

(b) Mandatory Redemption. On any date and as directed in an Officer's Certificate pursuant to Section 4.01(B) of the Master Indenture, the Trustee will apply the Prepayments and other amounts on deposit in the Prepayments Account, in each case, relating to Assessments financed or Financing Assessments refinanced by the Series ___ Bonds, and the investment earnings on such Prepayments and other amounts, to prepay the principal balance of the Series ___ Bonds, without premium, plus accrued Interest thereon to the date of redemption, all in the manner and as provided in the Bond Law.

(c) Optional Redemption from Amounts in Release Account. The Series ___ Bonds are subject to optional redemption in whole or in part, on any date, from funds derived by WRCOG from amounts on deposit in the Release Account in connection with the Release of any Assessment financed or Financing Assessments refinanced by the Series ___ Bonds, at a redemption price equal to the then-outstanding principal balance of the Series ___ Bonds, plus

accrued Interest thereon to the date of redemption, without premium.

Section 2.05. Registration of Series ____ Bonds.

The name of the Bond purchaser is _____.

Article III

Section 3.02. Application of Proceeds of Sale of Series ____ Bonds.

(a) \$_____ to the Capitalized Interest Account of the Redemption Fund representing capitalized Interest on the Series ____ Bonds.

(b) \$_____ to the Costs of Issuance Fund.

(c) \$_____ to the Reserve Fund, being equal to the Reserve Fund Deposit Amount.

(d) \$_____ to the Program Fund.

(e) \$_____ to the Administrative Expense Fund.

Section 3.03. Application of Financing Funds.

(a) \$_____ from the Program Account established under Section 3.01(a)(i) of the Financing DACA to the Program Fund.

(b) \$_____ from the Administrative Expense Account established under Section 3.01(b)(i) of the Financing DACA to the Administrative Expense Fund.

(c) \$_____ from the Collection Account established under Section 3.01(d)(i) of the Financing DACA to the Redemption Fund.

(d) \$_____ from the Capitalized Interest Subaccount established under Section 3.01(d)(i)(2) of the Financing DACA to the Capitalized Interest Account of the Redemption Fund.

(e) \$_____ from the Reserve Account established under Section 3.01(e)(i) of the Financing DACA to the Assessment Reserve Account.

EXHIBIT A

FORM OF SERIES ____ BOND

***** THE BONDS ARE SUBJECT TO TRANSFER RESTRICTIONS PURSUANT TO SECTION 2.05 OF THE MASTER INDENTURE. THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY BE TRANSFERRED ONLY IN AN AUTHORIZED DENOMINATION BY THE REGISTERED OWNER SOLELY TO AN "ACCREDITED INVESTOR" (AS DEFINED IN RULE 501 OF REGULATION D UNDER THE SECURITIES ACT OF 1933, AS AMENDED) AND ONLY UPON THE EXECUTION AND DELIVERY BY THE TRANSFERREE OF A TRANSFER LETTER IN SUBSTANTIALLY THE FORM OF EXHIBIT B TO THE MASTER INDENTURE AND BY THIS REFERENCE INCORPORATED HEREIN.*****

Number _____

\$_____

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
CaliforniaFIRST
Limited Obligation Improvement Bonds
(M5WR)
Series ____**

COUPON
INTEREST RATE: []

MATURITY DATE: []

DATED DATE: []

REGISTERED OWNER: [Name of Accredited Investor]

PRINCIPAL AMOUNT: *** DOLLARS***

Under and by virtue of the Improvement Bond Act of 1915, Division 10 (commencing with Section 8500) of the California Streets and Highways Code (the "**Bond Law**"), the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (the "**WRCOG**"), will, out of the Redemption Fund established pursuant to an Amended and Restated Master Indenture, dated as of [_____] [], 2018, and thereafter supplemented, by and between WRCOG and Wilmington Trust, National Association, as trustee (the "**Trustee**"), as supplemented and amended (the "**Master Indenture**"), including as supplemented by a Supplemental Indenture No. [] (collectively, the "**Indenture**"), and other funds available pursuant to the Master Indenture, pay to the registered owner named above or registered assigns, the principal amount stated above, in lawful money of the United States of America and in like manner will pay Coupon Interest at the Coupon Interest Rate per annum stated above and Excess Interest (as provided in the indenture), payable semiannually on March 2 and September 2 (each a "**Payment Date**") in each year commencing on _____ in accordance with Section 2.01 of Supplemental Indenture No. []. Capitalized terms used but not defined herein shall have the meanings set forth in the Indenture.

This Series ___ Bond bears Interest from the Payment Date next preceding its date of authentication and registration unless it is authenticated and registered (i) prior to a Payment Date and after the close of business of the 26th day of the calendar month preceding such Payment Date, in which event it will bear Interest from such Payment Date, or (ii) on or before the 25th day of the month next preceding the first Payment Date, in which event (a) any portion of the Bond derived from Assessments initially financed by the Bond will bear Interest from the Bond's date of delivery and (b) any portion of the Bond derived from Financing Assessments in connection with a Financing Take-Out will bear Interest (x) from the March 3 preceding the Bond's date of delivery, if the most recent period during which interest was paid pursuant to the related Assessment Contracts was September 2 to March 2 or (y) from the September 3 preceding the Bond's date of delivery, if the most recent period during which interest was paid pursuant to the related Assessment Contracts was March 2 to September 2.

The interest rate on each Assessment underlying the Bond is the interest rate set forth on the related Assessment Contract.

Interest on the Series ___ Bonds (including the final Interest payment upon maturity or earlier redemption) is payable in lawful money of the United States of America by check of the Trustee mailed on the applicable Payment Date by first class mail to the registered Owner thereof at such registered Owner's address as it appears on the Bond Register maintained by the Trustee at the close of business on the Record Date preceding the Payment Date (or by wire transfer made on such Payment Date upon the written instructions of any Owner of \$1,000,000 or more in aggregate principal amount of the Bonds delivered to the Trustee prior to the applicable Record Date).

The principal of the Series ___ Bonds is payable in lawful money of the United States of America on each September 2 (except in the case of (i) an optional redemption from a source other than amounts deposited into the Release Account, in which case it may be paid on any Payment Date, (ii) a mandatory redemption, in which case it may be paid on any date or (iii) an optional redemption from amounts in the Release Account, in which case it may be paid on any date, all as described below) and in the amounts shown in Section 2.01 of Supplemental Indenture No. [] for the Series ___ Bonds (except in the case of a redemption, in which case it must be paid in the applicable redemption amount, including any related premium) and, solely in the case of the redemption in whole or the maturity date of the Series ___ Bonds, upon surrender of the Series ___ Bonds at the Principal Office of the Trustee. All Series ___ Bonds the principal of which is entirely paid by the Trustee under this Section will be canceled by the Trustee. The Trustee will destroy the canceled Series ___ Bonds and, upon request of WRCOG, issue a certificate of destruction of such Series ___ Bonds to WRCOG.

This Series ___ Bond will continue to bear Interest after maturity at the rate above stated if this Series ___ Bond is presented at maturity and payment hereof is refused upon the sole ground that there are not sufficient moneys in the Redemption Fund with which to pay same. If this Series ___ Bond is not presented at maturity, Interest hereon will run only until maturity.

This Series ___ Bond will not be entitled to any benefit under the Bond Law or the Indenture, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon are dated and signed by the Trustee.

This Series ___ Bond is one of several series of Bonds issued by WRCOG under the Bond Law and the Indenture for the purpose of providing means for paying for the Improvements described in the Indenture, and is secured as described in Section 3.01 of the Master Indenture.

This Series ___ Bond is transferable by the registered owner hereof, in person or by the

owner's attorney duly authorized in writing, at the office of the Trustee, subject to the terms and conditions provided in the Supplemental Resolution of Issuance and the Indenture, including the payment of certain charges, if any, upon surrender and cancellation of this Series __ Bond. Upon such transfer, a new registered Series __ Bond or Bonds, of any authorized denomination or denominations, of the same maturity, and for the same aggregate principal amount, will be issued

to the transferee in exchange therefor. This Series __ Bond may only be transferred to (i) an Accredited Investor as long as there will not be more than 35 owners of the Series __ Bonds (when considered in the aggregate with all other owners of the Series __ Bonds), each of whom delivers to the Trustee and WRCOG an executed letter substantially in the form of Exhibit B attached to the Master Indenture or (ii) WRCOG (or the Trustee at the direction of WRCOG).

Series __ Bonds will be registered only in the name of an individual (including joint owners), a corporation, a partnership, a limited liability company, a limited partnership or a trust.

Neither WRCOG nor the Trustee will be required to make such exchange or registration of transfer of Series __ Bonds on or after a Record Date and before the next ensuing Payment Date.

WRCOG and the Trustee may treat the registered owner hereof as the absolute owner for all purposes, and WRCOG and the Trustee will not be affected by any notice to the contrary.

[5- and 10-year maturities only: Except as provided below, the Series __ Bonds are not subject to optional redemption prior to maturity.]

[This paragraph and the table that follows apply to 15-, 20- and 25- year maturities only] Optional Redemption. The Series __ Bonds are subject to optional redemption, as a whole but not in part, on any Payment Date on or after September 2, 20__, from funds derived by WRCOG from any source other than Prepayments or amounts on deposit in the Release Account, at a redemption price equal to the then-outstanding principal balance of the Series __ Bonds together with the redemption premium shown below, plus accrued Interest thereon to the date of redemption.

Payment Date	Redemption Premium
September 2, 20__ or March 2, 20__	3%
September 2, 20__ or March 2, 20__	2
September 2, 20__ or March 2, 20__	1
September 2, 20__ or any Payment Date thereafter	0

Mandatory Redemption. On any date, and as directed in an Officer's Certificate pursuant to Section 4.01(B) of the Master Indenture, the Trustee will apply the Prepayments and other amounts on deposit in the Prepayments Account, in each case, relating to Assessments financed or Financing Assessments refinanced by the Series __ Bonds, and the investment earnings on such Prepayments and other amounts, to prepay the principal balance of the Series __ Bonds, without premium, plus accrued Interest thereon to the date of redemption, all in the manner and as provided in the Bond Law.

Optional Redemption from Amounts in Release Account. The Series __ Bonds are subject to optional redemption in whole or in part, on any date, from funds derived by WRCOG from amounts on deposit in the Release Account in connection with the Release of any Assessment financed or Financing Assessments refinanced by the Series __ Bonds, at a redemption price equal to the then-outstanding principal balance of the Series __ Bonds, plus accrued Interest thereon to the date of redemption, without premium.

IN WITNESS WHEREOF, WRCOG has caused this Series __ Bond to be executed in its name and on its behalf by the facsimile signatures of its Treasurer and Secretary all as of the date identified above.

WESTERN RIVERSIDE COUNCIL OF
GOVERNMENTS

By: _____
Treasurer

Attest:

Secretary

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This is one of the Series ___ Bonds described in the within mentioned Indenture.

Dated: _____, 20__

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Signatory

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entireties
JT TEN common	-	as joint tenants with right of survivorship and not as tenants in

UNIF GIFT MIN ACT -	Custodian
	(Cust) (Minor)

under Uniform Gifts to Minors Act

(State)

Additional abbreviations may also be used though not in the above list

(FORM OF ASSIGNMENT)

For value received, the undersigned do(es) hereby sell, assign and transfer unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within mentioned Bond and hereby irrevocably constitute(s) and appoint(s) _____, attorney, to transfer the same on the registration books of the Trustee, with full power of substitution in the premises.

Dated:

Signature Guaranteed:

NOTICE: The signature(s) on this assignment must correspond with the name(s) as written on the face of the registered Bond in every particular without alteration or enlargement or any change whatsoever.

EXHIBIT B

**LIST OF ASSESSMENTS SECURING THE SERIES NO. []
BONDS**

PARTICIPATING PARCELS

EXHIBIT C

SUPPLEMENTAL RESOLUTION(S) OF ISSUANCE

Resolution Number	Date of Adoption

EXHIBIT B

FORM OF TRANSFER LETTER

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

4080 Lemon Street
3rd Floor, MS 1032
Riverside, CA 92501-3609

Wilmington Trust, National Association
650 Town Center Drive, Suite 600
Costa Mesa, California 92626
Attention: Corporate Trust Services

Re: [name of bonds]

Ladies and Gentlemen:

The WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (the "Issuer") has issued the above-referenced bonds (the "Bonds"). Capitalized terms used in this letter but not defined have the meaning given them in the Amended and Restated Master Indenture, dated as of [] [], 2018, and thereafter supplemented (the "Master Indenture"), as amended or supplemented by one or more Supplemental Indentures (the Master Indenture as supplemented, the "Indenture") relating to the Bonds.

In connection with our purchase on the date hereof of \$_____ principal amount of the Bonds, the undersigned (the "Bond Purchaser") hereby represents, warrants and agrees as follows:

(a) The Bond Purchaser is an "accredited investor" as such term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended (the "Securities Act").

(b) The Bond Purchaser has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal bonds and other tax-exempt obligations similar to the Bonds, to be capable of evaluating the merits and risks of an investment in the Bonds, and the Bond Purchaser is able to bear the economic risks of such an investment.

(c) The Bond Purchaser is purchasing the Bonds for not more than one account for investment purposes and not with a view to distributing the purchased Bonds.

(d) The Bond Purchaser recognizes that an investment in the Bonds involves significant risks, that there is no established market for the Bonds and that none is likely to develop and, accordingly, that the Bond Purchaser must bear the economic risk of an investment in the Bonds for an indefinite period of time.

(e) [Reserved].

(f) The Bond Purchaser (i) has conducted its own independent inquiry, examination and analysis with respect to the Bonds, (ii) has had an opportunity to ask questions of and receive answers from the Issuer regarding the Bonds (including the security therefor) and the matters, transactions and documents relating to the foregoing, (iii) has been provided by the Issuer with all documents and information regarding the Bonds (including the security therefor) and the matters, transactions and documents relating to the foregoing that it has requested, and (iv) the Bond Purchaser has been provided with information sufficient to allow the Bond Purchaser to make an informed decision to purchase the Bonds.

(g) The Bond Purchaser (i) is not relying upon the Issuer, or any of its affiliates, officers, employees or agents, for advice as to the merits and risks of investment in the Bonds, and (ii) has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision.

(h) The Bond Purchaser understands and acknowledges (i) that the offering of the Bonds is neither subject to the requirements of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended, nor being registered under the Securities Act or any state securities laws, and (ii) that the Issuer has not prepared or caused to be prepared, and is not delivering, a deemed final official statement with respect to the Bonds.

(i) The Bond Purchaser is able to bear the economic risk of the investment represented by its purchase of the Bonds.

(j) In the event that the Bond Purchaser wishes to sell the Bonds in the future, the Bond Purchaser agrees and acknowledges that the Bonds cannot be sold without complying with transfer restrictions set forth in the Indenture, including but not limited to providing for execution and delivery by the proposed transferee of a letter in substantially the form of this letter, and the Bond Purchaser hereby agrees to assume the responsibility for disclosure of all material information that may be necessary to comply with all federal and related state securities laws.

Bond Purchaser agrees to defend, indemnify and hold harmless WRCOG from and against any and all claims, liabilities, obligations, losses, damages and penalties of any kind (including reasonable fees of outside counsel, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments) that may be imposed on, incurred by or asserted against WRCOG in any way relating to or arising out of a transfer of the Bonds to which this letter relates in violation of the restrictions contained in Section 2.05(B) of the Master Indenture.

EXHIBIT C

FORM OF PURCHASE NOTICE

PURCHASE NOTICE

NOTICE DATE: [DATE AT LEAST 2 DAYS BEFORE DATE OF ASSIGNMENT]
DATE OF ASSIGNMENT: [DATE OF ASSIGNMENT CLOSING]

Wilmington Trust, National Association
650 Town Center Drive, Suite 600
Costa Mesa, California 92626
Attention: Corporate Trust Services

Re: Section 3.07(A) of MASTER INDENTURE, dated as of November 16, 2017, between
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS and Wilmington Trust,
National Association

Ladies and Gentlemen:

I am an authorized representative of RenewPACE WH II LLC, which is a Transferee under the MASTER INDENTURE referred to above (the "Master Indenture"). Capitalized terms used, but not defined, herein have the meanings given them in the Master Indenture.

Pursuant to Section 3.07(A) of the Master Indenture, I hereby notify you of Transferee's intention to purchase a Transferred Interest with respect to the Assessment(s) identified on the attached Schedule 1 on the date of assignment reflected above (the "Assignment Date"), and that Transferee will pay the Transferee Payment to you by wire transfer of immediately available funds no later than 3:00 p.m. Pacific Time on such date. This will result in a redemption of the affected Bonds pursuant to 2.03(A)(iii) on the date and in the amounts indicated in the attached Schedule 1.

Upon receipt of the Transferee Payment, the Trustee is directed to make the transfers shown in the attached Schedule 1.

As of the Assignment Date, the Transferee shall be deemed to make the representations and warranties under Section 3.07(D) of the Master Indenture, and the covenants provided under Section 3.07(H) of the Master Indenture, to WRCOG. Such sections of the Master Indenture are incorporated herein by this reference. The Transferee also confirms that it has read and understands Section 3.07 of the Master Indenture and, by its execution below, agrees that, as of the Assignment Date, the Assignment that is the subject of this Purchase Notice will be governed by the terms of Section 3.07, which are incorporated herein by reference.

The agreements represented by this Purchase Notice will be governed by and enforced in accordance with the laws of the State of California applicable to contracts made and performed in the State of California.

[Signature page follows.]

RENEWPACE WH II LLC

By: _____
Authorized Signatory

Acknowledged:

RENEW FINANCIAL GROUP LLC

By: _____
Authorized Signatory

Schedule 1

Redemption of Bonds due to Release pursuant to Section 2.03(A)(iii) and 3.07(A):

Purchase of Transferred Interest pursuant 3.07(A):

EXHIBIT D

FORM OF RE-CONVEYANCE INSTRUMENT

RE-CONVEYANCE INSTRUMENT

As of [DATE]

Reference is made to that certain MASTER INDENTURE, dated as of _November 16, 2017 (the "Master Indenture"), between WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS ("Re-Conveyance Transferee") and Wilmington Trust, National Association, as trustee, and the Transferred Interests listed on the attached Schedule 1, which were purchased by _____ ("Re-Conveyance Transferor") on the date indicated in such Schedule 1.

As evidenced by the signature of each party hereto, pursuant to Section 3.07(F) of the Master Indenture, in exchange for the cash or bond consideration indicated below, Re-Conveyance Transferor hereby assigns and transfers to Re-Conveyance Transferee, and Re-Conveyance Transferee assumes from Re-Conveyance Transferor, all of Re-Conveyance Transferor's right, title, and interest in, to, and under each Exchanged Transferred Interest specified on the attached Schedule 1.

Each of the parties hereto acknowledges and agrees that the terms of Section 3.07 of the Master Indenture are incorporated by reference hereto and shall apply as though the same were included in this Re-Conveyance Instrument (this "Instrument"). Re-Conveyance Transferor hereby reaffirms the representations in Sections 3.07(D)(i) through and including (ix) of the Master Indenture as of the date hereof.

This Instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This Instrument shall be governed by, and construed in accordance with, the law of the State of California.

[Signature page follows.]

Acknowledged and Accepted as of [_____]:

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT WRCOG

By: _____
Authorized Signatory

[RE-CONVEYANCE TRANSFEROR]

By: _____
Authorized Signatory

Schedule 1

Property Owner	APN	Address	Date of Transfer	Principal Amount	Date of Assessment Contract

EXHIBIT E

FORM OF ADMINISTRATIVE EXPENSES REQUISITION

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
ENERGY EFFICIENCY AND WATER CONSERVATION PROGRAM
FOR WESTERN RIVERSIDE COUNTY
CALIFORNIAFIRST**

MI

**OFFICER'S CERTIFICATE NO. ____
REQUISITION FOR DISBURSEMENTS
FROM THE ADMINISTRATIVE EXPENSE FUND FOR PAYMENT OR
REIMBURSEMENT OF ADMINISTRATIVE EXPENSES**

The undersigned hereby states and certifies:

(i) that the undersigned is an Authorized Representative of WRCOG within the meaning of such term as set forth in the Master Indenture hereinafter defined;

(ii) that, pursuant to Section 4.03(B) of the Master Indenture, dated as of November 16, 2017 (the "Master Indenture"), by and between Western Riverside Council of Governments ("WRCOG") and Wilmington Trust National Association as trustee (the "Trustee"), as amended, the undersigned hereby requests that the Trustee disburse from the Administrative Expense Fund established for the above referenced Series of Bonds pursuant to the Master Indenture to each of the payees designated on Attachment "A" attached hereto and incorporated herein by this reference, the respective sums set forth opposite such designated payees, in payment or reimbursement of actual Administrative Expenses; and

(iii) that the amounts to be disbursed are properly chargeable to the Administrative Expense Fund.

Capitalized terms used in this Officer's Certificate shall have the meaning given such terms in the Master Indenture unless specified otherwise herein.

Dated: _____, 2017

WESTERN RIVERSIDE COUNCIL OF
GOVERNMENTS

By: _____
Authorized Officer

Attachment "A"

OFFICER'S CERTIFICATE NO. ____

**ADMINISTRATIVE EXPENSE FUND
DISBURSEMENT INFORMATION**

<u>Payee</u>	<u>Payment Instructions</u>	<u>Amount</u>
Total		

APPENDIX 1

Covered Jurisdictions

- 1. City of Banning**
- 2. City of Beaumont**
- 3. City of Calimesa**
- 4. City of Canyon Lake**
- 5. City of Corona**
- 6. City of Eastvale**
- 7. City of Hemet**
- 8. City of Jurupa Valley**
- 9. City of Lake Elsinore**
- 10. City of Menifee**
- 11. City of Moreno Valley**
- 12. City of Murrieta**
- 13. City of Norco**
- 14. City of Perris**
- 15. City of Riverside**
- 16. City of San Jacinto**
- 17. City of Temecula**
- 18. Wildomar**
- 19. Unincorporated Riverside County**

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Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Potential Full Consolidation of RCHCA Staff and Operations with WRCOG

Contact: Rick Bishop, Executive Director, rbishop@wrcog.us, (951) 405-6701

Date: May 7, 2018

The purpose of this item is to provide an update on the status of the management services arrangement for the Riverside County Habitat Conservation Agency (RCHCA) between the County of Riverside and WRCOG. Staff requests direction to continue to work with the County and the RCHCA Board of Directors toward a full transition of RCHCA staff and operation of RCHCA to WRCOG, and return with necessary documents and agreements for review and consideration by RCHCA, WRCOG, and the County of Riverside.

Requested Action:

1. Direct 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.

Background

The RCHCA was formed in 1990 under a Joint Powers Agreement (JPA) for the acquisition, administration, operation, and maintenance of land and facilities for ecosystem conservation and habitat reserves for the Stephens' Kangaroo Rat (SKR) and other listed, candidate-threatened, or endangered species.

The RCHCA JPA was formed pursuant to the government code of the State of California for joint exercise of powers common to public agencies. The JPA recognizes that RCHCA is a public agency separate from the parties or member agencies. The JPA sets forth numerous powers of RCHCA in carrying out its purposes, including the power to make and enter into contracts and to employ consultants and employees. The JPA also allows the RCHCA Board of Directors to decide where the Agency is housed. In the early years, RCHCA was a program under WRCOG. In the late 1990s, RCHCA was placed under the County for departmental consolidation.

In November 2015, the Administration & Finance Committee and Executive Committee reviewed a proposal from RCHCA to transition management and administration of RCHCA to WRCOG. The RCHCA Executive Director was retiring and discussions centered on whether a transition could result in cost savings and reduced bureaucracy via "consolidation" and an institutional agreement among WRCOG, RCHCA, and the County. After consultation with WRCOG staff and legal counsel, the Executive Committee directed staff and legal counsel from all agencies to move ahead in preparing the necessary agreements to facilitate the transfer.

In December 2015, the Executive Committee and RCHCA's Board of Directors approved a five-year Agreement between WRCOG and RCHCA that transferred the duties of administration and management of RCHCA activities to WRCOG. Under the Agreement, WRCOG's Executive Director serves as the General Manager / Executive Director of RCHCA and is responsible for general duties include administering, coordinating, and supervising the activities of RCHCA as set forth in RCHCA's JPA.

RCHCA employees are well versed in the day-to-day operations of the Agency. RCHCA management staff have continued operations of the Agency and assisted in making the transition seamless. The services provided by WRCOG for oversight of the administrative activities of RCHCA have proven to be successful. As anticipated, RCHCA has realized significant cost savings from implementation of the management services contract, essentially through the elimination of the RCHCA Executive Director position.

Discussion of Personnel and Operational Arrangement

RCHCA staff remain as County employees under the current Agreement with the County of Riverside for Human Resource services. This arrangement allowed time for the transfer to be evaluated and to ensure that the management services consolidation was efficient and successful. It also provided time for RCHCA staff to become familiar with WRCOG's organizational and operational practices.

Despite the success of this arrangement there are still practical inefficiencies that need attention. The Executive Director of WRCOG administers the administrative functions of the RCHCA; however, under the Agreement between the RCHCA and the County, RCHCA employees operate under two different administrations (WRCOG and the County). This dual arrangement has created some organizational challenges, particularly in the area of personnel. Because RCHCA employees are County employees, it creates difficulty for the Executive Director, in that the Executive Director does not have authority over the County employees at the same level as occurs with WRCOG staff. As such, the Executive Director is required to obtain approval from the County Board of Supervisors for any personnel-related decisions pertaining to existing RCHCA employees. Work schedules can vary between the Agencies, and employees in the two different Agencies adhere to different personnel policies and procedures. One RCHCA employee is covered under a Memorandum of Understanding with the Labor International Union. New RCHCA hires have been hired as WRCOG employees, the result of which is that the RCHCA itself is staffed with employees from both WRCOG and the County.

WRCOG maintains its own financial and information technology systems; however, RCHCA's financial system is under the Auditor Controller of the County and is maintained separately. This is creating some duplication of effort which hinders WRCOG's ability to provide the same financial quality controls that it does for WRCOG. In addition, the current arrangement creates unnecessary burdens on RCHCA because it has to reimburse other County departments for services that are duplicative. Finally, though RCHCA staff are designated County employees, they do not receive County updates related to employee relations or policies because WRCOG is not under the County's email system.

Staff believes that complete consolidation of management activities and staffing will create a succinct Agency under one umbrella and address the issues raised above. RCHCA staff are aware and supportive of the proposed consolidation. RCHCA staff are aware that a consolidation under WRCOG would require employment separation from the County. RCHCA staff have also been informed of WRCOG's hiring practices and personnel policies. WRCOG will diligently review employment contracts with RCHCA staff and work to ensure that RCHCA staff are informed. WRCOG participates in the CalPERS retirement system so RCHCA employees would simply transfer their contributions without financial impact. WRCOG staff has also discussed the full consolidation with County staff and all are moving in the same direction.

Fiscal Impacts to WRCOG

RCHCA is financially stable and operates under a separate budget. RCHCA compensates WRCOG for all costs related to administration of the Agency pursuant to the management services arrangement. Under a full consolidation, RCHCA will operate as a Program under WRCOG. The structure will not create any additional financial burden on WRCOG, as RCHCA will continue to pay both its current budgeted expenditures, as well as future retirement costs such as pension and healthcare.

Future RCHCA budgets will include expenditure line items for both lease payments to WRCOG and overhead. The overhead will cover accounting costs to pay RCHCA's bills and employee payroll. Even after these payments to WRCOG, it is anticipated that RCHCA will have excess revenues each year of approximately \$300,000, which will be transferred into their reserve fund. It is anticipated that the financial reserves for

RCHCA will double to approximately \$6 million after 10 years.

Next Steps

The Executive Director met previously with representatives from the County to discuss the possibility of amending the current Agreement to provide more flexibility to the general language of the Agreement. Both parties tentatively agreed that, rather than amend the Agreement, it would be more feasible that RCHCA fully consolidate under WRCOG. The Executive Director will continue to meet with appropriate County staff to review draft documents and make sure that any full transition is seamless.

Staff seeks direction to move forward and continue to meet with WRCOG, RCHCA and County interests to develop the necessary documents to implement this proposal. The steps to initiate the consolidation are:

1. The Management Services Agreement (Attachment 1) between RCHCA and WRCOG will be amended to include employee staffing services and financial oversight. This amendment will require approval by the WRCOG Executive Committee and the RCHCA Board of Directors.
2. The Treasurer for RCHCA is the County Auditor Controller. RCHCA's JPA will be amended to assign a new Treasurer for RCHCA. This will require approval by RCHCA member agencies.
3. The RCHCA Chairperson will transmit correspondence to the County requesting termination of the staffing Agreement between RCHCA and the County Department of Human Resources. No Board action is required.

Final agreements will be presented to the WRCOG Executive Committee and the RCHCA Board of Directors. The goal is to have the process completed and all agreements in place by July 1, 2018.

Prior Action:

April 11, 2018: The Administration & Finance Committee 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.

Fiscal Impact:

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

Attachment:

1. Management Services Agreement between WRCOG and RCHCA dated December 7, 2015.

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Item 5.E

Potential Full Consolidation of
RCHCA Staff and Operations with
WRCOG

Attachment 1

Management Services Agreement
between WRCOG and RCHCA dated
December 7, 2015

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MANAGEMENT SERVICES AGREEMENT
BETWEEN THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
AND THE RIVERSIDE COUNTY HABITAT CONSERVATION AGENCY

This Management Services Agreement ("Agreement") is made and entered into by and between the Western Riverside Council of Governments ("WRCOG") and the Riverside County Habitat Conservation Agency ("RCHCA") and shall become effective upon the terms set forth herein. WRCOG and RCHCA are sometimes referred to in this Agreement individually as a "party," or collectively as "parties."

RECITALS

A. WHEREAS, WRCOG is a public agency formed by a Joint Powers Agreement ("WRCOG JPA") made and entered into on the 1st day of April 1991, pursuant to Government Code section 6500 et seq. and other pertinent provisions of law, by and between numerous cities located within Western Riverside County and the County of Riverside; and

B. WHEREAS, the purpose of the formation of WRCOG is, among other things, to provide an agency to conduct studies and projects designed to improve and coordinate the common governmental responsibilities and services on an area-wide and regional basis through the establishment of an association of governments; and

C. WHEREAS, WRCOG now consists of the following member agencies: County of Riverside, City of Banning, City of Calimesa, City of Canyon Lake, City of Corona, City of Eastvale, City of Hemet, City of Jurupa Valley, City of Lake Elsinore, City of Menifee, City of Moreno Valley, City of Murrieta, City of Norco, City of Perris, City of Riverside, City of San Jacinto, City of Temecula, and City of Wildomar, and the following participating agencies: Eastern Municipal Water District, Western Municipal Water District, Riverside County Superintendent of Schools, and Morongo Band of Mission Indians; and

D. WHEREAS, under the WRCOG JPA, the functions of WRCOG include, among other things:

- 1 i. Serving as a forum for consideration, study and recommendations on area-
2 wide and regional problems; and
3 ii. Assembling information helpful in the consideration of problems peculiar to
4 Western Riverside County; and
5 iii. Exploring practical avenues for intergovernmental cooperation,
6 coordination and action in the interest of local public welfare and means of
7 improvements in the administration of governmental services.

8 E. WHEREAS, WRCOG has the power to make and enter into contracts under
9 Section 1.2.2 of the WRCOG JPA; and

10 F. WHEREAS, the RCHCA is a public agency formed by a Joint Powers Agreement
11 (“RCHCA JPA”) made and entered into on the 12th day of June 1990, pursuant to Government Code
12 section 6500 et seq. and other pertinent provisions of law, by and between the County of Riverside and
13 numerous cities located within Western Riverside County; and

14 G. WHEREAS, the purpose of the formation of RCHCA is to provide an agency for
15 the acquisition, administration, operation and maintenance of land and facilities for ecosystem
16 conservation and habitat reserves for the Stephens’ Kangaroo Rat in Western Riverside County; and

17 H. WHEREAS, RCHCA now consists of the County of Riverside and the following
18 member cities: City of Corona, City of Hemet, City of Lake Elsinore, City of Menifee, City of Moreno
19 Valley, City of Murrieta, City of Perris, City of Riverside, City of Temecula, and City of Wildomar; and

20 I. WHEREAS, Section 3.3 of the RCHCA JPA sets forth numerous powers of the
21 RCHCA in carrying out its purposes, including the power to make and enter into contracts and to employ
22 agents, consultants, attorneys and employees. Section 3.8.3 of the RCHCA JPA authorizes the RCHCA
23 through its Board of Directors (“Board”) to appoint a general manager (“General Manager”) and an
24 attorney. Under Section 3.8.3, the RCHCA Board may also contract with its member agencies for the use
25 of employees of the member agencies on mutually agreeable terms and conditions; and

26 J. WHEREAS, Section 3.8.4 of the RCHCA JPA sets forth certain powers and duties
27 of such General Manager or other employees of the RCHCA to whom the Board delegates authority.
28

1 K. WHEREAS, until recently, RCHCA contracted with the County of Riverside
2 (“County”) for a General Manager and other staff to the RCHCA to serve the purposes of the RCHCA;
3 and

4 L. WHEREAS, the RCHCA now desires to contract with WRCOG to provide a
5 General Manager to assist the RCHCA in its obligations to implement the Stephens’ Kangaroo Rat
6 Habitat Conservation Plan (“SKR HCP”) to ensure a regional perspective.

7
8 NOW, THEREFORE, the Parties agree as follows:

9 1. APPOINTMENT OF GENERAL MANAGER. The RCHCA hereby retains
10 WRCOG, acting through its Executive Director, to serve as the General Manager of the RCHCA to fulfill
11 the needs and requirements of the RCHCA, and WRCOG agrees to provide such services through such
12 personnel as may be required by the RCHCA, all upon the terms set forth below. The General Manager
13 shall serve at the direction and pleasure of the WRCOG Executive Committee. If the RCHCA Board has
14 concerns about the General Manager’s performance for RCHCA, the Chair and Vice-Chair of the
15 RCHCA Board shall bring such concerns to the WRCOG Chair.

16 2. DUTIES OF GENERAL MANAGER. The Executive Director of WRCOG, acting
17 either individually or through such personnel as he shall from time to time appoint or contract with, shall
18 act as and be the General Manager of the RCHCA and shall administer, coordinate, and supervise the
19 activities of the RCHCA as set forth in the RCHCA JPA, and shall act for the RCHCA in accomplishing
20 its purposes set forth in Section 3.2 of the RCHCA JPA. The Executive Director of WRCOG, acting
21 either individually or through such personnel as he shall from time to time appoint, shall have and
22 exercise all of those powers and responsibilities of the RCHCA enumerated in Section 3.3 of the RCHCA
23 JPA and of the General Manager enumerated in Section 3.8.4 of the RCHCA JPA.

24 3. OTHER PERSONNEL SERVICES. As of the signing of this Agreement, RCHCA
25 has a staff of four employees that are County of Riverside employees (hereinafter referred to as “RCHCA
26 Identified County Employees”). These RCHCA Identified County Employees include an Administrative
27 Services Officer, Natural Resources Manager and two RCHCA Open Space Habitat Technicians. The
28

1 RCHCA Identified County Employees in the Administrative Services Officer and Natural Resources
2 Manager job classifications are covered by the County's "Exempt Management, Management,
3 Confidential, and Other Unrepresented Employees' resolution ("Resolution") and the Open Space Habitat
4 Technicians are covered by the Memorandum of Understanding and side letters between the County and
5 Laborer's International Union of North America Local 777 ("LIUNA MOU"). These RCHCA Identified
6 County Employees shall remain employees of the County of Riverside with the County remaining as the
7 employer of record and shall work for RCHCA under a separate agreement with the County of Riverside.
8 The RCHCA Identified County Employees shall work day-to-day under the direction of the RCHCA
9 General Manager and the RCHCA General Manager shall administer, coordinate, and supervise the
10 activities of the RCHCA Identified County Employees consistent with applicable County policies and
11 regulations regarding employee conduct and with the terms of the Resolution and LIUNA MOU, as
12 applicable. The RCHCA General Manager shall have authority to handle all personnel matters including
13 but not limited to employee evaluations and disciplinary proceedings, consistent with the terms of the
14 Resolution and LIUNA MOU with support from the County's Human Resources Service Manager
15 assigned to RCHCA. The RCHCA General Manager shall not, however, have final authority over pay
16 practices including, but not limited to salary, salary adjustments, and salary increases. The RCHCA
17 General Manager may offer recommendations but all actions affecting salary shall comply with applicable
18 County policies and regulations and shall be approved by the County.

19 The General Manager may retain and appoint additional staff as may from time to time be
20 necessary or convenient to fulfill the needs of the RCHCA. Such additional staff may be retained as
21 WRCOG employees or, after consultation with the County, County employees. If such additional staff
22 are County employees, an amendment shall be required to the agreement for staffing and services between
23 the County and the RCHCA.

24 4. TERM; TERMINATION. This Agreement shall be effective for a five-year term
25 as of the date of the termination of the Second Amended and Restated Management Services Contract
26 between the RCHCA and the County of Riverside, dated August 15, 1999, and only upon execution by
27 both RCHCA and WRCOG. Once effective, this Agreement shall continue thereafter for successive five-
28

1 year terms without further action by the RCHCA Board or WRCOG, unless earlier terminated at any time
2 by either party giving the other party sixty (60) days prior written notice.

3 5. COMPENSATION. In consideration of WRCOG's Executive Director's
4 performance of the services of General Manager as set forth in Section 2 above, and in the event that the
5 General Manager retains and appoints additional staff as set forth in Section 3 above, the RCHCA shall
6 pay to WRCOG the sums specified in Exhibit "A" attached hereto and incorporated herein by reference.
7 Such sums shall be paid at the times and in the manner specified in Exhibit "A". In the event of the early
8 termination of this Agreement under Section 4 above, the RCHCA shall, with respect to fixed
9 compensation amounts such as personnel salaries and general overhead charges, pay WRCOG a pro rata
10 proportion of the monthly payment represented by the proportion of days of the payment month which
11 this Agreement remains in effect.

12 6. INDEMNIFICATION AND INSURANCE.

13 A. RCHCA shall defend, indemnify and hold the WRCOG, its officials, officers,
14 consultants, employees, volunteers and agents free and harmless from any and all claims, demands, causes
15 of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons,
16 including wrongful death, in any manner arising out of or in connection with this Agreement, including
17 without limitation the payment of all consequential damages and attorneys' fees and other related costs
18 and expenses, except for losses ultimately determined to be the result of the sole negligence or willful
19 misconduct of WRCOG. RCHCA shall defend, at RCHCA's own cost, expense and risk, any and all such
20 aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against
21 WRCOG, its directors, officials, officers, consultants, employees, agents or volunteers in any manner
22 arising out of or in connection with this Agreement. RCHCA shall have the right to approve any and all
23 counsel retained pursuant to this section and RCHCA and WRCOG shall reasonably cooperate in all
24 aspects involving any defense made pursuant to this section. RCHCA shall pay and satisfy any judgment,
25 award or decree that may be rendered against WRCOG or its directors, officials, officers, consultants,
26 employees, agents or volunteers, in any such suit, action or other legal proceeding in any manner arising
27 out of or in connection with this Agreement. RCHCA shall reimburse WRCOG and its directors,
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officials, officers, consultants, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. RCHCA's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the WRCOG, its directors, officials, officers, consultants, employees, agents or volunteers. This section shall survive any expiration or termination of this Agreement.

B. During the term of the Agreement, RCHCA shall maintain Commercial General Liability Insurance with limits not less than \$5,000,000 per occurrence. The policies shall be endorsed to state that WRCOG, its directors, officials, officers and employees shall be covered as additional insured under such policy and that such policy shall be primary to any policies held by WRCOG.

7. ADMINISTRATION. The RCHCA Board, or designee, shall administer this Agreement on behalf of the RCHCA. The WRCOG Executive Committee shall administer this Agreement on behalf of the WRCOG.

8. ASSIGNMENT. This Agreement shall not be assigned by either party, in whole or in part, without the prior written consent of the other party.

9. NOTICE. A party giving notice as required in this Agreement shall provide for personal delivery of such notice or shall send such notice by United States mail, postage prepaid, to the agent and address of the other party as set forth below:

If to the RCHCA: Attn: RCHCA Board Chairman
4080 Lemon Street
3rd Floor
Riverside, CA 92501-3609
Phone: (951) 955-7983
Fax: (951) 787-7991

With a copy to: Attn: Tiffany North
Office of County Counsel
3960 Orange Street, Ste. 500

Riverside, CA 92501
Phone: (951) 955-6300
Fax: (951) 955-6363

If to the WRCOG: Attn: Executive Director
4080 Lemon Street
3rd Floor, MS 1032
Riverside, CA 92501-3609
Phone: (951) 955-7985
Fax: (951) 787-7991

With a copy to: Attn: Steven C. DeBaun
Best Best & Krieger, LLP
3390 University Avenue, 5th Floor
Riverside, CA 92502-1028
Phone: (951) 686-1450
Fax: (951) 686-3083

10. AMENDMENT; ENTIRE AGREEMENT. This Agreement represents the entire agreement between the parties with respect to personnel provided by WRCOG to the RCHCA. Any amendment or modification of the provisions of this Agreement must be in writing and signed by each of the parties hereto.

11. WAIVER. Any waiver by either party of a breach of any of the terms of this Agreement shall not be construed as a waiver of any succeeding breach of the same or other term of this Agreement.

12. SEVERABILITY. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

1 13. GOVERNING LAW AND VENUE. This Agreement and its construction and
2 interpretation as to validity, performance and breach shall be construed under the laws of the State of
3 California applicable to agreements both entered into and to be performed in California.

4 The provisions of the Government Claims Act (Government Code section 900 et seq.)
5 shall be applicable for any disputes under this Agreement.

6 Venue shall be within the County of Riverside for any legal or equitable action to enforce
7 the terms of this Agreement, to declare the rights of the parties under this Agreement, or for any action
8 which relates to this Agreement in any manner.

9 14. APPROVAL/COUNTERPARTS. This Agreement must be approved by the
10 RCHCA Board of Directors and WRCOG. Each party has had the opportunity to participate in drafting
11 and preparation of this Agreement. Any construction to be made in the Agreement of any of its terms or
12 provisions shall not be construed against any one party.

13 This Agreement may be executed in one or more counterparts, all of which together shall
14 constitute one and the same Agreement.

15 15. CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT.
16 WRCOG and RCHCA certify that the individuals signing below on behalf of the party has authority to
17 execute this Agreement on behalf of the party, and may legally bind the party to the terms and conditions
18 of this Agreement, and any attachments hereto.

19 IN WITNESS WHEREOF, the parties have executed this Agreement on the date or dates
20 indicated below.

21 WESTERN RIVERSIDE COUNCIL OF
22 GOVERNMENTS

RIVERSIDE COUNTY HABITAT
CONSERVATION AGENCY

23 DATE: 12-7-15

DATE: 12/18/15

25 BY: Rick Bishop

BY: [Signature]

26 NAME: Rick Bishop

NAME: Steven Manos

EXHIBIT A

Compensation shall be paid to WRCOG by the RCHCA for the services provided under this agreement. These include:

1. The cost of the WRCOG Executive Director and other WRCOG staff while performing the services under this Agreement. Those costs shall include recapture overhead costs in the amount of the then current Indirect Cost Allocation Plan ("ICAP"), which will be updated annually. As of the date of this Agreement, WRCOG's ICAP rate is 100.45% which was calculated using audited figures from the 2014-2015 Fiscal Year.

2. The reimbursement of non-employee costs incurred by WRCOG while performing the services hereunder, which may include, but not be limited to, supplies, consultant services, equipment, board member stipends and board member and staff expense reimbursements. The reimbursement of these costs will be provided at the same rate charged to WRCOG.

WRCOG shall periodically, but no more frequently than monthly nor less frequently than semiannually, provide an invoice to the RCHCA itemizing charges for the billing period. The RCHCA shall provide prompt payment to WRCOG by means of Journal Vouchers transferring funds from the RCHCA to WRCOG.

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Western Riverside Council of Governments Executive Committee

Staff Report

Subject: 27th Annual General Assembly & Leadership Address: Consideration of Nominations for Outstanding Community Service Award

Contact: Cynthia Mejia, Staff Analyst, cmejia@wrcog.us, (951) 405-6752

Date: May 7, 2018

The purpose of this item is to update the Committee regarding planning for the 27th Annual General Assembly & Leadership Address and to approve the nominee for the 2018 Outstanding Community Service Award.

Requested Action:

1. Approve the nominee for the 2018 Outstanding Community Service Award to be recognized at the 27th Annual General Assembly & Leadership Address.

WRCOG's 27th Annual General Assembly & Leadership Address is scheduled for Thursday, June 21, 2018, at the Morongo Casino, Resort & Spa, and will feature Steve Forbes as the keynote speaker.

Annual Community Service Awards

Each year, WRCOG recognizes individuals and/or organizations which put forth an extraordinary commitment to improving quality of life in Western Riverside County with an Award for Outstanding Community Service. The award is presented at the annual General Assembly & Leadership Address. A list of prior award winners is provided as Attachment 1.

This year, staff called for applications and received seven nominations for the Outstanding Community Service Award. The Administration & Finance Committee discussed the nominees on April 11, 2018, and made a recommendation for final approval by the Executive Committee:

- Josiah Bruny, CEO, Music Changing Lives, to be recognized with an Award for Outstanding Community Service in the private / non-profit sector.

Further, the Administration & Finance Committee elected to present Supervisor Marion Ashley and Supervisor John Tavaglione each with a Lifetime Achievement Award for their many years as dedicated public servants.

If approved by the Executive Committee, the award recipients will be recognized onstage at the General Assembly & Leadership Address on June 21, 2018.

Prior Action:

April 11, 2018: The Administration & Finance Committee 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.

Fiscal Impact:

Expenditures for the annual General Assembly & Leadership Address will be offset by sponsorship revenues secured prior to the event, as demonstrated in the Agency's Fiscal Year 2017/2018 Budget.

Attachment:

1. List of previous Outstanding Community Service Award recipients.

Item 5.F

27th Annual General Assembly &
Leadership Address: Consideration
of Nominations for Outstanding
Community Service Award

Attachment 1

List of previous Outstanding
Community Service Award recipients

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WRCOG Award for Outstanding Community Service

Each year at the General Assembly & Leadership Address, WRCOG awards individuals and/or organizations for outstanding contributions to improving quality of life in Western Riverside County. Historically, WRCOG has presented two awards: the Norton Younglove Environmental Quality Award and the Patricia Ann Wilson Outstanding Community Service Award. In 2016, these were combined into one award: the “WRCOG Award for Outstanding Community Service.”

Prior Award Winners

John J. Benoit*	Ronald O. Loveridge
Rose Mayes	Anne Mayer
Kathy Azevedo	Linda Mejia
Gail Wanczuk Barton	Larry and Wayne Minor and their families
Jim Birkhead	Rosalie Moyer
Don Blose	Tom Mullen
Martin Bowman	Fred Noble
Burrtec, CR&R, and Waste Management, Inc.	Rita Peters
Jane Carney	Pete Peterson
CE-CERT	Ali Sahabi
County of Riverside Rideshare	Rose Salgado
Jamil Dada	Southern California Gas Company
Dr. Brenda Davis	Joe Tavaglione
Melba Dunlap	Barry Wallerstein
Virginia Field	Gary Wanczuk
HERO Program Consultant Team	Roy Wilson
Sam Huang	Robert Wolf
Nick Jones	Norton Younglove
Jurupa Unified School District	Robert Zweig
Pat Kilroy	
Randall Lewis	

*Awarded the Lifetime Achievement Award in 2017.

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Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Approval of TUMF Program Reimbursement Agreements and Agreement Amendments

Contact: Christopher Gray, Director of Transportation, cgray@wrcog.us, (951) 405-6710

Date: May 7, 2018

The purpose of this item is to seek approval for a number of TUMF Program Reimbursement Agreements related to projects underway with TUMF fund contributions.

Requested Actions:

1. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Wildomar for the Construction Phase of the Bundy Canyon Road Project in an amount not to exceed \$7,485,000.
2. Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Wildomar for the Planning, Engineering and Right-of-Way Phases of the Bundy Canyon Road Project in an amount not to exceed \$6,882,000.
3. Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Wildomar for the Planning and Engineering Phases of the Palomar Road Project in an amount not to exceed \$898,517.
4. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Wildomar for the Construction Phase of the Clinton Keith Road Project in an amount not to exceed \$3,048,860.
5. Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Wildomar for the Engineering Phase of the Clinton Keith Road Project in an amount not to exceed \$1,260,140.

WRCOG's Transportation Uniform Mitigation Fee (TUMF) Program is a regional fee program designed to provide transportation and transit infrastructure that mitigates the impact of new growth in Western Riverside County. Each of WRCOG's member jurisdictions and the March Joint Powers Authority (JPA) participate in the Program through an adopted ordinance, collect fees from new development, and remit the fees to WRCOG. WRCOG, as administrator of the TUMF Program, allocates TUMF to the Riverside County Transportation Commission (RCTC), groupings of jurisdictions – referred to as TUMF Zones – based on the amount of fees collected in these groups, and the Riverside Transit Agency.

TUMF Reimbursement Agreements

Two Reimbursement Agreements and three Reimbursement Agreement Amendments for TUMF projects are summarized below.

City of Wildomar (two agreements):

1. Bundy Canyon Road in the amount of \$7,485,000: This Project will widen Bundy Canyon Road from two to four lanes between I-15 and Sunset Avenue. This Reimbursement Agreement is for the Construction phase of the Project, which is expected to begin in summer 2019.

2. Clinton Keith Road in the amount of \$3,048,860: This Project will widen Clinton Keith Road from two to four lanes between I-15 and Copper Craft. This Reimbursement Agreement is for the Construction Phase of the Project.

City of Wildomar (three amendments):

1. Bundy Canyon Road in the amount of \$6,882,000: This Project will widen Bundy Canyon Road and will include and pedestrian and bicycle trail. This Reimbursement Agreement Amendment is for the Planning, Engineering and Right-of-Way Phases of the Project.
2. Clinton Keith Road in the amount of \$1,260,140: This Project will widen Clinton Keith Road and the Reimbursement Agreement Amendment is for the Engineering Phase of the Project.
3. Palomar Road in the amount of \$898,517: This Project will widen Palomar Road from two to four lanes between Mission Trail and Grand Avenue. This Reimbursement Agreement Amendment is for the Planning and Engineering Phases of the Project.

Prior Action:

None.

Fiscal Impact:

TUMF Program activities are included in the Agency's adopted Fiscal Year 2017/2018 Budget under the Transportation Department.

Attachments:

1. Reimbursement Agreement with the City of Wildomar for the Construction Phase of the Bundy Canyon Road Widening.
2. Reimbursement Agreement Amendment with the City of Wildomar for the Planning, Engineering and Right-of-Way Phases of the Bundy Canyon Road Widening.
3. Reimbursement Agreement Amendment with the City of Wildomar for the Planning and Engineering Phases of the Palomar Road Widening.
4. Reimbursement Agreement with the City of Wildomar for the Construction Phase of the Clinton Keith Road Widening.
5. Reimbursement Agreement Amendment with the City of Wildomar for the Engineering Phase of the Clinton Keith Road Widening.

Item 5.G

Approval of TUMF Program
Reimbursement Agreements and
Agreement Amendments

Attachment 1

Reimbursement Agreement with the
City of Wildomar for the Construction
Phase of the Bundy Canyon Road
Widening

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**TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
BUNDY CANYON ROAD (I-15 TO SUNSET ROAD)
CONSTRUCTION PHASE**

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is entered into as of this day of ____, 20__, by and between the Western Riverside Council of Governments (“WRCOG”), a California joint powers authority and **The City of Wildomar**, a California municipal corporation (“AGENCY”). WRCOG and AGENCY are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

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

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

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

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

AGREEMENT

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

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

4) CON – Construction

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed **Seven Million, Four Hundred**

Eighty Five Thousand Dollars (\$7,485,000), to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein (“Funding Amount”). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study (“Maximum TUMF Share”), as may be amended from time to time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Termination.

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

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

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

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

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

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

18. Indemnification.

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

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

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

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

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

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

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

(iii) Contain standard separation of insured provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to AGENCY: City of Wildomar
 23873 Clinton Keith Road, Suite 201
 Wildomar, CA 92595
 Attention: Gary Nordquist, City Manager
 Telephone: 951-677-7751

If to WRCOG: Western Riverside Council of Governments
 Citrus Tower
 3390 University Avenue, Suite 450
 Riverside, California 92501
 Attention: Christopher Gray, Director of Transportation
 Telephone: (951) 405-6710

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

33. Integration; Amendment. This Agreement contains the entire agreement between the Parties. Any agreement or representation respecting matters addressed herein that are not

expressly set forth in this Agreement is null and void. This Agreement may be amended only by mutual written agreement of the Parties.

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

**WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS**

CITY OF WILDOMAR

By: _____
Rick Bishop, Executive Director

By: _____

Approved to Form:

Approved to Form:

By: _____
Steven C. DeBaun
General Counsel

By: _____

EXHIBIT "A"**SCOPE OF WORK**

SCOPE OF WORK: Bundy Canyon Road Widening includes widening of Bundy Canyon Road from I-15 to Sunset Avenue. The City of Wildomar General Plan indicates that Bundy Canyon Road is planned to be a six lane roadway. This project will widen Bundy Canyon Road to four lanes.

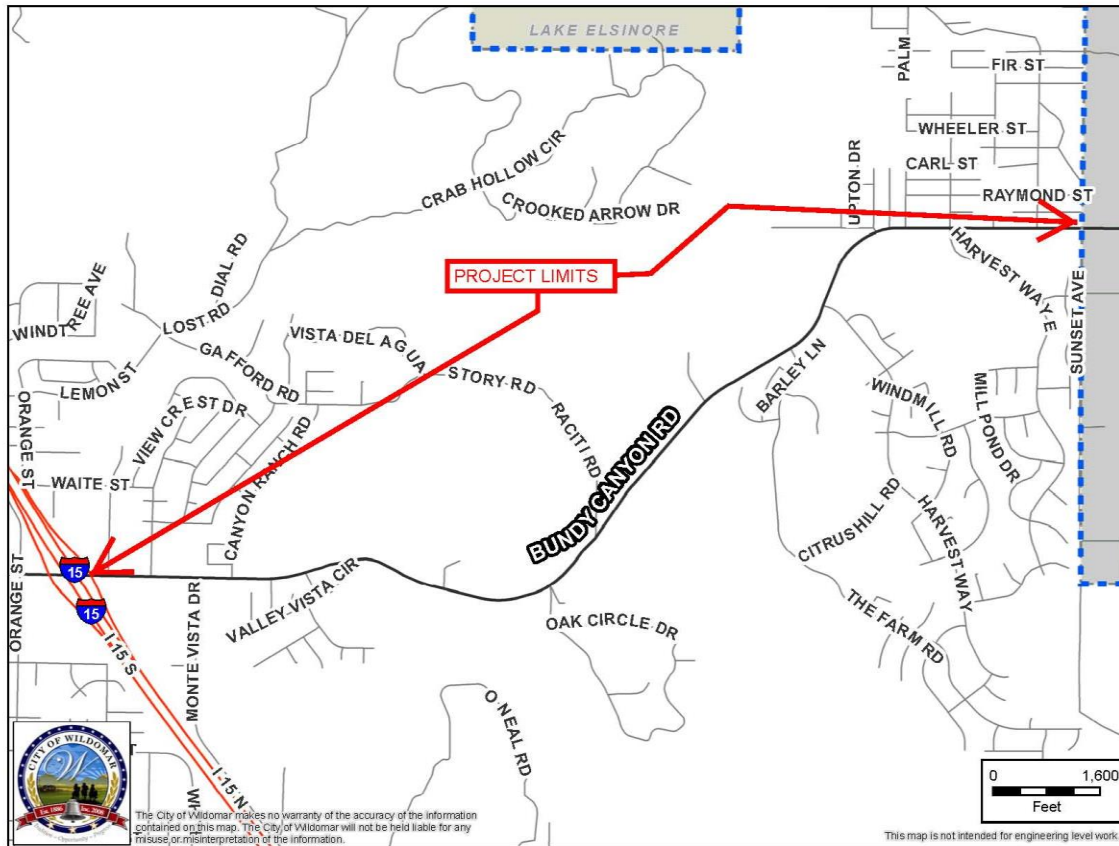


EXHIBIT “A-1”**ESTIMATE OF COST**

Phase	TUMF	LOCAL	TOTAL
PA&ED			
PS&E			
RIGHT OF WAY			
CONSTRUCTION	\$7,485,000		\$7,485,000
TOTAL	\$7,485,000		\$7,485,000

EXHIBIT “A-2”
PROJECT SCHEDULE

TIMETABLE:

Phase	Estimated Completion Date	Comments
PA&ED		
PS&E		
RIGHT OF WAY		
CONSTRUCTION	FY20/21	

Elements of Compensation

EXHIBIT “B”

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

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

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

Signed _____

Title _____

Date _____

Invoice No. _____

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

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

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

1. ELEMENTS OF COMPENSATION.

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

1.1 DIRECT LABOR COSTS.

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

1.1.1 DIRECT SALARY COSTS

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

1.1.2 MULTIPLIER

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

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

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

1.1.2.3 Overhead Costs _____

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

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

1.2 FIXED FEE.

1.2.1 The fixed fee is \$_____.

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

1.3 ADDITIONAL DIRECT COSTS.

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

Rates for identified Additional Direct Costs are as follows:

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

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

2. DIRECT SALARY RATES

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

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

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

[sample]

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

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

3. INVOICING.

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

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

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

Signed _____
 Title _____
 Date _____
 Invoice No. _____

4. PAYMENT

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

EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
 Western Riverside Council of Governments
 Riverside County Administrative Center
 4080 Lemon Street, Third Floor
 Riverside, California 92501-3679
 Attention: Deputy Executive Director
 ATTN: Accounts Payable

Re: Project Title - Invoice #__

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

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

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

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

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

By: _____
 Name
 Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
 Riverside County Administrative Center
 4080 Lemon Street, Third Floor
 Riverside, California 92501-3679
 Attention: Deputy Executive Director
 Attn: Accounts Payable

Invoice # _____

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

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

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

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

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

By: _____
 Name
 Title

EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)

EXHIBIT B-5
Sample Progress Report

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

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

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

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

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

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Item 5.G

Approval of TUMF Program
Reimbursement Agreements and
Agreement Amendments

Attachment 2

Reimbursement Agreement
Amendment with the City of
Wildomar for the Planning,
Engineering and Right-of-Way
Phases of the Bundy Canyon Road
Widening

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

**BUNDY CANYON ROAD WIDENING
PLANNING, ENGINEERING, RIGHT-OF-WAY PHASES**

This Amendment No. 1 to Transportation Uniform Mitigation Fee Program Agreement (“Amendment No. 1”) is entered into this _____ day of _____, 2018, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (“WRCOG”) and **City of Wildomar** (“AGENCY”). WRCOG and the AGENCY are sometimes referred to individually as “Party” and collectively as “Parties.”

RECITALS

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

B. The Parties desire to amend the Agreement by **increasing** the funding amount pursuant to Sections 6 and 32 of the Agreement.

C. Funds are being increased for this Project because new funding has become available for the Planning, Engineering, and Right-of-Way Phases.

AGREEMENT

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

1. The Funding Amount contained in Section 2 of the Agreement is hereby **increased by Five Million Six Hundred and Thirty Two Thousand Dollars (\$5,632,000)** from **One Million Two Hundred and Fifty Thousand Dollars (\$1,250,000)** to an amount not to exceed **Six Million Eight Hundred and Eighty Two Thousand Dollars (\$6,882,000)**.

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

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

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

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

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

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

CITY OF WILDOMAR

By: _____
Rick Bishop, Executive Director

By: _____

Approved to Form:

Approved to Form:

By: _____
Steven C. DeBaun
General Counsel

By: _____

Attest:

By: _____

Exhibit A

SCOPE OF SERVICES

SCOPE OF WORK: Bundy Canyon Road Widening includes widening of Bundy Canyon Road from I-15 to Sunset Avenue. The City of Wildomar General Plan indicates that Bundy Canyon Road is planned to be a six lane roadway. This project will widen Bundy Canyon Road to four lanes.

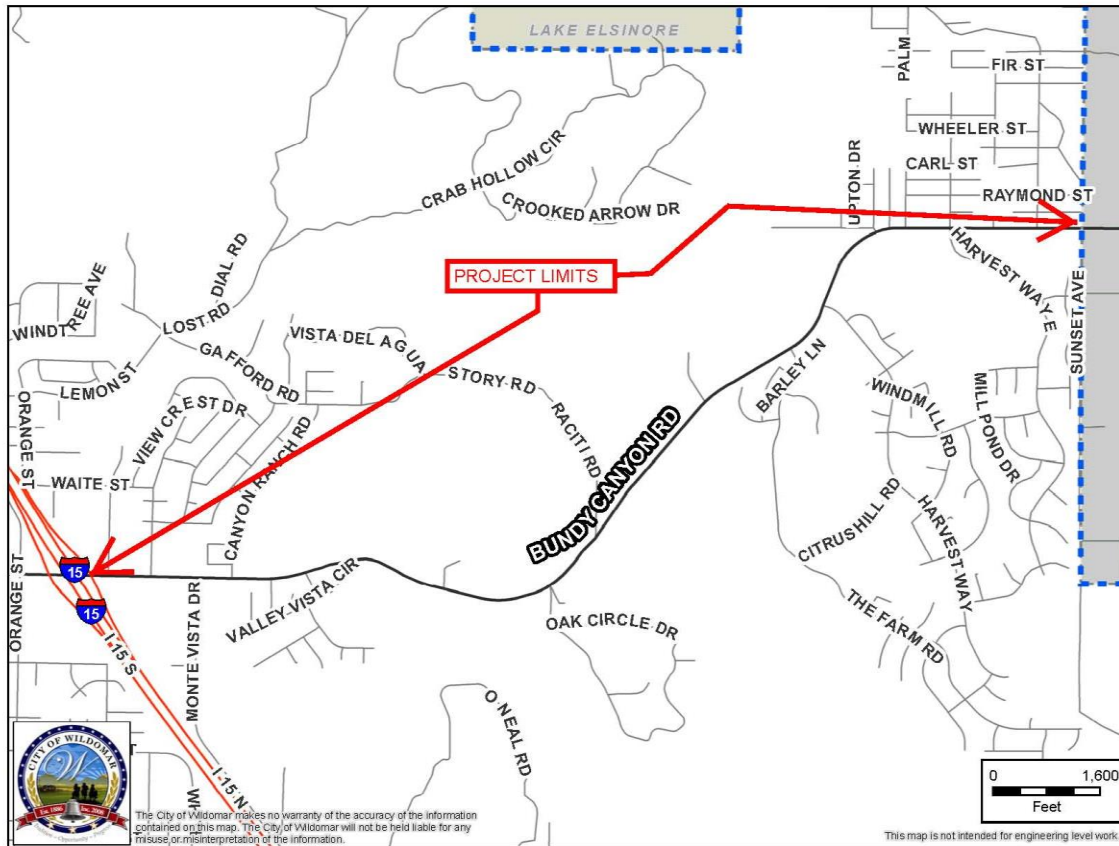


EXHIBIT “A-1”
ESTIMATE OF COST

Phase	TUMF	LOCAL	TOTAL
PA&ED	\$1,041,000		\$1,041,000
PS&E	\$2,601,000		\$2,601,000
RIGHT OF WAY	\$3,240,000		\$3,240,000
CONSTRUCTION			
TOTAL	\$6,882,000		\$6,882,000

EXHIBIT "A-2"
PROJECT SCHEDULE

TIMETABLE:

Phase	Estimated Completion Date	Comments
PA&ED	FY14/15	
PS&E	FY18/19	
RIGHT OF WAY	FY19/20	
CONSTRUCTION		
TOTAL		

20323.00004\7854268.2

Item 5.G

Approval of TUMF Program
Reimbursement Agreements and
Agreement Amendments

Attachment 3

Reimbursement Agreement
Amendment with the City of
Wildomar for the Planning and
Engineering Phases of the Palomar
Road Widening

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

**PALOMAR ROAD (MISSION TRAIL TO JEFFERSON)
PLANNING AND ENGINEERING PHASES**

This Amendment No.1 to Transportation Uniform Mitigation Fee Program Agreement (“Amendment No. 1”) is entered into this _____ day of _____, 2018, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (“WRCOG”) and **THE CITY OF WILDOMAR** (“AGENCY”). WRCOG and the AGENCY are sometimes referred to individually as “Party” and collectively as “Parties.”

RECITALS

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

B. The Parties desire to amend the Agreement by increasing the funding amount pursuant to Sections 6 and 32 of the Agreement.

C. Funds are being increased for this Project because new funding has become available for the Planning and Engineering Phases.

AGREEMENT

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

1. The Funding Amount contained in Section 2 of the Agreement is hereby increased by **Eight Hundred and Two Thousand, Eight Hundred Thirty Seven Dollars (\$802,837)** from **Ninety Five Thousand, Six Hundred Eighty Dollars (\$95,680)** to an amount not to exceed **Eight Hundred Ninety Eight Thousand, Five Hundred Seventeen Dollars (\$898,517)**.

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

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

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

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

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

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

CITY OF WILDOMAR

By: _____
Rick Bishop, Executive Director

By: _____

Approved to Form:

Approved to Form:

By: _____
Steven C. DeBaun
General Counsel

By: _____

Attest:

By: _____

Exhibit A

SCOPE OF SERVICES

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

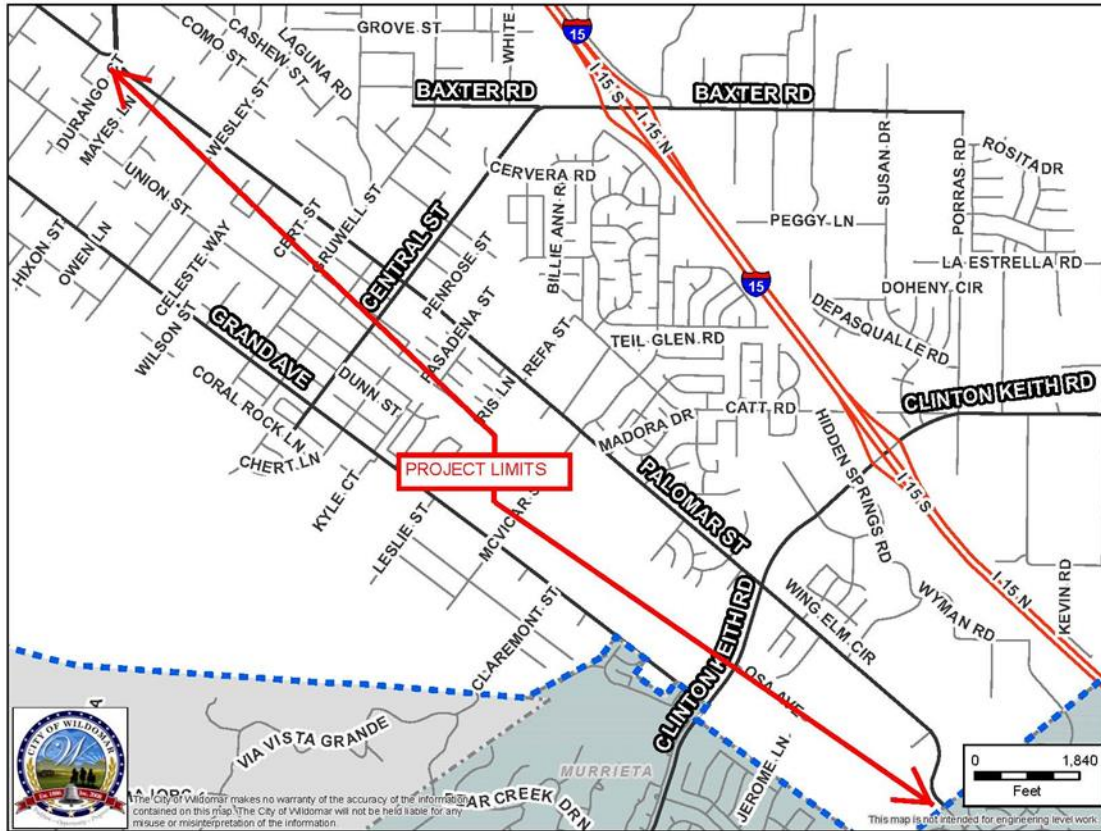


EXHIBIT “A-1”**ESTIMATE OF COST**

Phase	TUMF	LOCAL	TOTAL
PA&ED	\$507,000		\$507,000
PS&E	\$391,517		\$391,517
RIGHT OF WAY			
CONSTRUCTION			
TOTAL	\$898,517		\$898,517

EXHIBIT “A-2”**PROJECT SCHEDULE**

Phase	Estimated Completion Date	Comments
PA&ED	FY19/20	
PS&E	FY19/20	
RIGHT OF WAY		
CONSTRUCTION		

20323.00004\7854268.2

Item 5.G

Approval of TUMF Program
Reimbursement Agreements and
Agreement Amendments

Attachment 4

Reimbursement Agreement with the
City of Wildomar for the Construction
Phase of the Clinton Keith Road
Widening

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**TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
CLINTON KEITH ROAD (I-15 TO COPPER CRAFT)
CONSTRUCTION PHASE**

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is entered into as of this day of _____, 2018, by and between the Western Riverside Council of Governments (“WRCOG”), a California joint powers authority and **The City of Wildomar**, a California municipal corporation (“AGENCY”). WRCOG and AGENCY are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

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

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

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

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

AGREEMENT

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

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

4) CON – Construction

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed **Three Million, Forty Eight**

Thousand, Eight Hundred and Sixty Dollars (\$3,048,860), to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein (“Funding Amount”). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study (“Maximum TUMF Share”), as may be amended from time to time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Termination.

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

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

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

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

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

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

18. Indemnification.

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

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

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

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

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

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

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

(iii) Contain standard separation of insured provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to AGENCY: City of Wildomar
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595
Attention: Gary Nordquist, City Manager

Telephone: 951-677-7751

If to WRCOG: Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3609
Attention: Christopher Gray, Director of Transportation
Telephone: (951) 955-8304
Facsimile: (951) 787-7991

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

**WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS**

CITY OF WILDOMAR

By: _____
Rick Bishop, Executive Director

By: _____

Approved to Form:

Approved to Form:

By: _____
Steven C. DeBaun
General Counsel

By: _____

EXHIBIT "A"**SCOPE OF WORK**

SCOPE OF WORK: This project will widen Clinton Keith Road to four lanes plus a center left turn lane from I-15 to the Wildomar and Murrieta City limit near Copper Craft. The project includes turn lanes and traffic signals at major intersections.

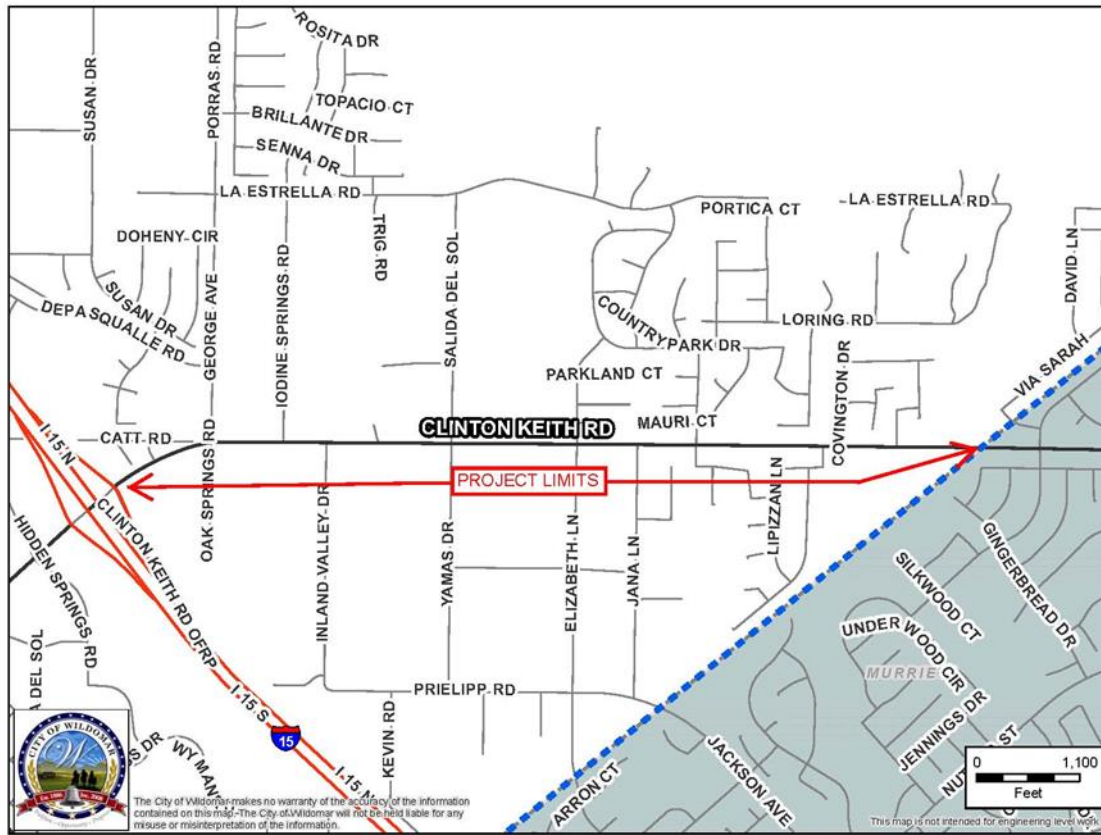


EXHIBIT “A-1”**ESTIMATE OF COST**

Phase	TUMF	LOCAL	TOTAL
PA&ED			
PS&E			
RIGHT OF WAY			
CONSTRUCTION	\$3,048,860		\$3,048,860
TOTAL	\$3,048,860		\$3,048,860

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

Phase	Estimated Completion Date	Comments
PA&ED		
PS&E		
RIGHT OF WAY		
CONSTRUCTION	FY20/21	

Elements of Compensation

EXHIBIT “B”

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

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

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

Signed _____

Title _____

Date _____

Invoice No. _____

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

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

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

1. ELEMENTS OF COMPENSATION.

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

1.1 DIRECT LABOR COSTS.

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

1.1.1 DIRECT SALARY COSTS

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

1.1.2 MULTIPLIER

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

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

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

1.1.2.3 Overhead Costs _____

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

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

1.2 FIXED FEE.

1.2.1 The fixed fee is \$_____.

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

1.3 ADDITIONAL DIRECT COSTS.

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

Rates for identified Additional Direct Costs are as follows:

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

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

2. DIRECT SALARY RATES

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

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

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

[sample]

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

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

3. INVOICING.

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

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

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

Signed _____
 Title _____
 Date _____
 Invoice No. _____

4. PAYMENT

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

EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
 Western Riverside Council of Governments
 Riverside County Administrative Center
 4080 Lemon Street, Third Floor
 Riverside, California 92501-3679
 Attention: Deputy Executive Director
 ATTN: Accounts Payable

Re: Project Title - Invoice #__

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

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

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

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

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

By: _____
 Name
 Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
 Riverside County Administrative Center
 4080 Lemon Street, Third Floor
 Riverside, California 92501-3679
 Attention: Deputy Executive Director
 Attn: Accounts Payable

Invoice # _____

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

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

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

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

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

By: _____
 Name
 Title

EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)

EXHIBIT B-5
Sample Progress Report

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

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

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

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

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

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Item 5.G

Approval of TUMF Program
Reimbursement Agreements and
Agreement Amendments

Attachment 5

Reimbursement Agreement
Amendment with the City of
Wildomar for the Engineering Phase
of the Clinton Keith Road Widening

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

**CLINTON KEITH ROAD (I-15 TO COPPER CRAFT)
ENGINEERING PHASE**

This Amendment No.1 to Transportation Uniform Mitigation Fee Program Agreement (“Amendment No. 1”) is entered into this _____ day of _____, 2018, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (“WRCOG”) and **THE CITY OF WILDOMAR** (“AGENCY”). WRCOG and the AGENCY are sometimes referred to individually as “Party” and collectively as “Parties.”

RECITALS

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

B. The Parties desire to amend the Agreement by increasing the funding amount pursuant to Sections 6 and 32 of the Agreement.

C. Funds are being increased for this Project because new funding has become available.

AGREEMENT

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

1. The Funding Amount contained in Section 2 of the Agreement is hereby increased by **Five Hundred Ten Thousand, One Hundred Forty Dollars (\$510,140)** from **Seven Hundred Fifty Thousand Dollars (\$750,000)** to an amount not to exceed **One Million, Two Hundred Sixty Thousand, One Hundred Forty Dollars (\$1,260,140)**.

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

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

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

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

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

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

**WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS**

CITY OF WILDOMAR

By: _____
Rick Bishop, Executive Director

By: _____

Approved to Form:

Approved to Form:

By: _____
Steven C. DeBaun
General Counsel

By: _____

Attest:

By: _____

Exhibit A

SCOPE OF WORK

SCOPE OF WORK: This project will widen Clinton Keith Road to four lanes plus a center left turn lane from I-15 to the Wildomar and Murrieta City limit near Copper Craft. The project includes turn lanes and traffic signals at major intersections.

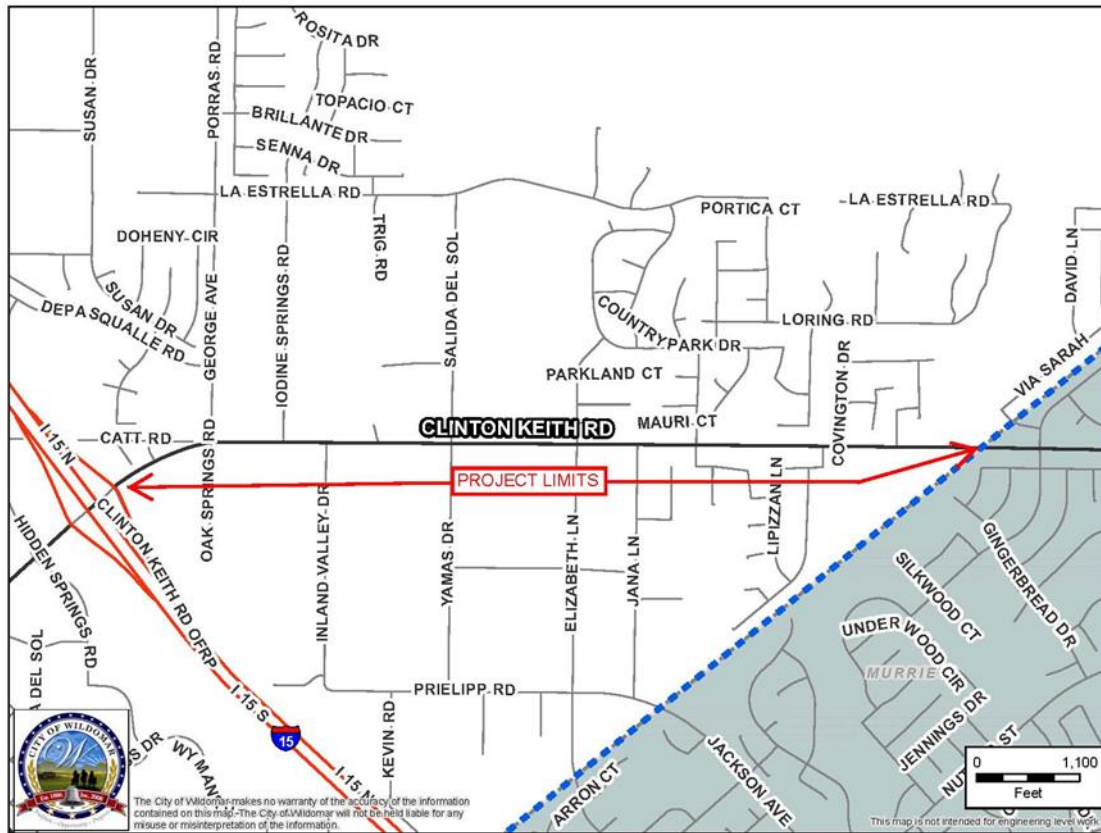


EXHIBIT “A-1”**ESTIMATE OF COST**

Phase	TUMF	LOCAL	TOTAL
PA&ED	\$1,260,140		\$1,260,140
PS&E			
RIGHT OF WAY			
CONSTRUCTION			
TOTAL	\$1,260,140		\$1,260,140

EXHIBIT “A-2”**PROJECT SCHEDULE**

Phase	Estimated Completion Date	Comments
PA&ED		
PS&E	FY19/20	
RIGHT OF WAY		
CONSTRUCTION		

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Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Environmental Department Activities Update

Contact: Dolores Sanchez Badillo, Senior Analyst, dbadillo@wrcog.us, (951) 405-6735

Date: May 7, 2018

The purpose of this item is to provide an update on the Used Oil and Filter Exchange Program and events, and the status of community outreach activities.

Requested Action:

1. Adopt WRCOG Resolution Number 09-18; A Resolution of the Executive Committee of the Western Riverside Council of Governments to support Regional Application – Used Oil Payment Program – 9.

WRCOG's Solid Waste Program assists member jurisdictions with addressing state mandates, specifically Assembly Bill (AB) 939 (1989), which requires diversion of waste from landfills. Each year, a jurisdiction must file an Electronic Annual Report (EAR) with CalRecycle on the jurisdiction's achievements in meeting and maintaining the diversion requirements. The Solid Waste Program also has a Regional Used Oil component designed to assist member jurisdictions in educating and promoting the proper recycling and disposal of used oil, oil filters, and Household Hazardous Waste (HHW).

Used Oil and Filter Exchange Events

WRCOG's Used Oil and Oil Filter Exchange events help educate and facilitate the proper recycling of used motor oil and used oil filters. The primary objective is to educate "Do It Yourself" (DIY) individuals who change their own oil, as well as promote recycling of used oil and oil filters to avoid these contaminants being disposed directly into the environment; therefore, an auto parts store is a great venue for these events. In addition to promoting used oil / oil filter recycling, staff provides information about the County-wide HHW Collection Program, which allows residents to drop-off other automotive and household hazardous products for free. Staff are now utilizing an electronic survey on an iPad to interact with residents at these events and collect information to help better inform community members of future opportunities to recycle used oil. Staff recently conducted the following Used Oil events in the subregion:

Date	Event	Location	Oil Filters
3/17/2018	City of Perris Used Oil Event	AutoZone 1675 N Perris Blvd	15
3/31/2018	City of Riverside Used Oil Event	AutoZone 4195 Van Buren Blvd	74
4/14/2018	City of Hemet Used Oil Event	AutoZone 1550 W Florida Ave	34
4/21/2018	City of Jurupa Valley Used Oil Event	AutoZone 3782 Riverview Dr	34

Social Media Campaign Launched

The Used Oil and Filter Exchange Program relies on marketing and promotion efforts to attract residents to various events throughout the region. These events educate and increase awareness about local used motor oil and filter collection and disposal resources. Staff recently launched a digital advertising campaign for the Program that will focus on driving Facebook event registrations to the Used Oil Recycling Program events for the months of March through June 2018. The lessons learned from this campaign can be applied to future outreach initiatives, either online or offline. A report on its effectiveness will be provided to the Committee once the campaign concludes.

Meetings and Conferences

The following is a list of upcoming Used Oil Outreach and Oil Filter Exchange Events:

Date	Used Oil Events	Location	Time
5/12/2018	City of Riverside Used Oil Event	AutoZone 3400 La Sierra Ave	9:00 a.m. – 1:00 p.m.
5/26//2018	City of Corona Used Oil Event	AutoZone 1280 East Ontario Ave	9:00 a.m. – 12:00 p.m.
6/9/2018	City of Temecula Used Oil Event	Pep Boys 40605 Winchester Rd	9:00 a.m. – 1:00 p.m.
6/23/2018	City of Eastvale Used Oil Event	Autozone 14228 Schleisman Rd	9:00 a.m. – 12:00 p.m.
5/5/2018	City of Riverside Show & Go Car Show	Downtown Riverside	8:00 a.m. – 2:00 p.m.
6/16/2018	City of Murrieta Father's Day Car Show	40644 California Oaks Rd	4:00 p.m. – 8:00 p.m.

Community Outreach Events: Staff periodically participates in city events in order to engage with residents about the harm that comes with illegally dumping used oil and other hazardous waste products. Reaching out to people who could benefit from used oil containers, filter grippers, and other materials is a common practice for the WRCOG team.

On Saturday, May 5, 2018, staff will be participating in the annual Riverside Show and Go Car Show, a community event with an audience full of DIYers. The Show and Go will take place throughout downtown Riverside streets. The Used Oil program will be showcased at this annual event which draws thousands of people from around the region. Staff will distribute oil changing materials and educational flyers that include information on household hazardous waste, composting, and proper medical disposal.

WRCOG staff will participate in the City of Murrieta for the Father's Day Car Show. For the second year, staff has worked with the City to have oil drain containers distributed throughout the day, as well as providing the same materials listed above.

Prior Action:

March 5, 2018: The Executive Committee received and filed.

Fiscal Impact:

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

Attachment:

1. WRCOG Resolution Number 09-18; A Resolution of the Executive Committee of the Western Riverside Council of Governments to support Regional Application – Used Oil Payment Program – 9.

Item 5.H

Environmental Department Activities Update

Attachment 1

WRCOG Resolution Number 09-18;
A Resolution of the Executive
Committee of the Western Riverside
Council of Governments to support
Regional Application - Used Oil
Payment Program - 9

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Western Riverside Council of Governments

County of Riverside • City of Banning • City of Beaumont • City of Calimesa • City of Canyon Lake • City of Corona • City of Eastvale • City of Hemet
City of Jurupa Valley • City of Lake Elsinore • City of Menifee • City of Moreno Valley • City of Murrieta • City of Norco • City of Perris • City of Riverside
City of San Jacinto • City of Temecula • City of Wildomar • Eastern Municipal Water District • Western Municipal Water District • Morongo Band of Mission
Indians • Riverside County Superintendent of Schools

RESOLUTION NUMBER 09-18

A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS TO SUPPORT REGIONAL APPLICATION - USED OIL PAYMENT PROGRAM - 9

WHEREAS, pursuant to Public Resource Code § 48690, the Department of Resources Recycling and Recovery (CalRecycle) has established the Used Oil Payment Program - 9 to make payments to qualifying jurisdictions for implementation of their used oil programs; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the Used Oil Payment Program - 9; and

WHEREAS, the Used Oil Payment Program - 9 allows regional participation; and

WHEREAS, CalRecycle procedures for administering the Used Oil Payment Program - 9 require, among other things, a regional applicant's governing body to declare by Resolution certain authorizations related to the administration of the Used Oil Payment Program - 9.

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

The Western Riverside Council of Governments hereby authorizes the submittal of a regional application on behalf of itself and the Cities of Banning, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Murrieta, Norco, Perris, San Jacinto, Temecula, and Wildomar to CalRecycle for a Local Government Used Oil Payment Program - 9.

BE IT FURTHER RESOLVED that the Executive Director, or his/her designee, is hereby authorized and empowered to execute in the name of the Western Riverside Council of Governments, all grant documents, including but not limited to, applications, agreements, annual reports including expenditure reports and amendments necessary to secure said payments to support the Used Oil Payment Program - 9; and

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

PASSED AND ADOPTED by the Executive Committee of the Western Riverside Council of Governments on May 7, 2018.

Debbie Franklin, Chair
WRCOG Executive Committee

Rick Bishop, Secretary
WRCOG Executive Committee

Approved as to form:

Steven DeBaun
WRCOG Legal Counsel

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Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Finance Department Activities Update

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

Date: May 7, 2018

The purpose of this item is to provide an update on the Fiscal Year (FY) 2018/2019 Agency Budget development process, the 3rd Quarter budget amendment schedule for FY 2017/2018, and the Agency financial report summary through February 2018.

Requested Action:

1. Receive and File.

FY 2018/2019 Agency Budget Development Process

Staff have 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 (<i>second review</i>)
May 17, 2018:	Technical Advisory Committee (<i>second review</i>)
June 4, 2018:	Executive Committee (<i>second review</i>)
June 21, 2018:	General Assembly (<i>action</i>)

3rd Quarter Budget Amendment

March 31, 2018, marked the end of the third quarter of FY 2017/2018. The Administration & Finance Committee approved the 3rd Quarter Draft Budget Amendment on April 11, 2018. The Technical Advisory Committee also approved the amendment report on April 19, 2018, and the Executive Committee will consider the amendment on May 7, 2018 (see agenda item 5A).

Financial Report Summary through February 2018

The Agency Financial Report summary through February 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:

<u>April 26, 2018:</u>	The Finance Directors Committee received and filed.
<u>April 19, 2018:</u>	The Technical Advisory Committee received and filed.

April 11, 2018: The Administration & Finance Committee received and filed.

Fiscal Impact:

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

Attachment:

1. Financial Report summary – February 2018.

Item 5.I

Finance Department Activities Update

Attachment 1

Financial Report summary – February 2018

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Western Riverside Council of Governments
Monthly Budget to Actuals
For the Month Ending February 28, 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	735,290	81,481
CA HERO Residential Revenue	5,800,000	3,054,573	2,745,427
The Gas Company Partnership	50,000	31,377	18,623
SCE WREP Revenue	75,000	65,677	9,323
PACE Residential Recording Revenue	182,775	159,683	23,092
CA HERO Residential Recording Revenue	1,000,000	557,200	442,800
CA First Residential Revenue	167,000	26,560	140,440
CA First Residential Recording Revenue	86,000	9,153	76,847
Other Misc Revenue	-	1,530	(1,530)
Solid Waste	117,100	78,835	38,265
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	71,228	29,869
Retail - Admin Portion	118,867	94,390	24,478
Industrial - Admin Portion	249,133	337,264	(88,130)
Residential/Multi/Single - Admin Portion	1,045,779	807,545	238,233
Multi-Family - Admin Portion	129,787	84,162	45,625
Commercial/Service - Non-Admin Portion	2,426,945	1,709,478	717,467
Retail - Non-Admin Portion	2,852,820	2,265,352	587,468
Industrial - Non-Admin Portion	5,979,195	8,094,324	(2,115,129)
Residential/Multi/Single - Non-Admin Portion	25,098,070	19,381,090	5,716,980
Multi-Family - Non-Admin Portion	3,114,890	2,019,879	1,095,010
Total Revenues	60,574,824	40,886,650	19,688,174
Expenditures			
Wages & Salaries	2,579,801	1,735,046	844,754
Fringe Benefits	739,956	520,565	219,391
Total Wages and Benefits	3,379,757	2,255,611	1,124,145
Overhead Allocation	2,219,371	1,479,580	739,791
General Legal Services	634,037	654,110	(20,073)
Audit Fees	27,500	20,200	7,300
Bank Fees	29,000	14,681	14,319
Commissioners Per Diem	62,500	34,800	27,700
Office Lease	427,060	147,228	279,832
WRCOG Auto Fuel	750	320	430
WRCOG Auto Maintenance	100	29	71
Special Mail Svcs	1,800	673	1,127
Parking Validations	4,865	2,725	2,140
Staff Recognition	1,245		1,245
Coffee and Supplies	160	1,203	(1,043)
Event Support	105,370	62,571	42,799
General Supplies	26,088	15,297	10,791
Computer Supplies	12,258	6,840	5,418

Computer Software	28,486	22,100	6,386
Rent/Lease Equipment	35,100	18,295	16,805
Membership Dues	32,850	18,094	14,756
Subscriptions/Publications	5,099	705	4,394
Meeting Support/Services	18,910	6,664	12,246
Postage	5,005	4,253	752
Other Household Expenditures	4,250	-	4,250
COG Partnership Agreement	25,000	9,550	15,450
Storage	11,000	11,296	(296)
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	11,077	(1,859)
Communications-Long Distance	500	192	308
Communications-Cellular	14,021	7,563	6,458
Communications-Comp Sv	75,009	36,504	38,505
Communications-Web Site	8,465	7,208	1,257
Equipment Maintenance - General	10,000	5,737	4,263
Equipment Maintenance - Computers	26,200	11,662	14,538
Insurance - General/Business Liason	73,520	66,239	7,281
WRCOG Auto Insurance	1,570	3,457	(1,887)
PACE Recording Fees	1,354,775	882,355	472,420
Seminars/Conferences	23,353	10,788	12,565
General Assembly Expenditures	300,000	20,491	279,509
Travel - Mileage Reimbursement	27,409	14,057	13,352
Travel - Ground Transportation	7,583	2,551	5,032
Travel - Airfare	25,423	10,155	15,268
Lodging	15,999	9,451	6,548
Meals	10,700	4,442	6,258
Other Incidentals	10,123	6,448	3,675
Training	15,400	9,060	6,340
Supplies/Materials	65,588	281	65,307
Ads	51,571	51,025	546
Education Reimbursement	25,000	2,500	22,500
Consulting Labor	4,414,309	1,392,719	3,021,590
Consulting Expenses	96,466	4,443	92,023
TUMF Project Reimbursement	39,000,000	10,659,201	28,340,799
BEYOND Expenditures	2,052,917	526,705	1,526,212
Computer Equipment Purchases	44,877	14,608	30,269
Office Furniture Purchases	312,500	265,488	47,012
Total General Operations	61,600,179	16,577,402	45,022,777
Total Expenditures	64,979,936	18,833,013	46,146,923

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



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Local Assistance for WRCOG Member Agencies: Grant Writing Assistance & BEYOND Program Activities Updates

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

Date: May 7, 2018

The purpose of this item is to provide members of the Committee an update on the local assistance programs WRCOG administers to provide funding for member driven projects and programming through the Grant Writing Assistance Program and BEYOND Framework Fund Program, and to highlight the BEYOND Round II funded Southwest Riverside County Regional Cancer Treatment Task Force project.

Requested Action:

1. Receive and file.

WRCOG provides assistance to member jurisdictions to fund local projects through the BEYOND Framework Fund Program (BEYOND) and the Grant Writing Assistance Program. BEYOND provides funding directly to member jurisdictions through both competitive and non-competitive funding channels to enable member agencies to develop and implement plans and programs aimed at improving quality of life in Western Riverside County by addressing the goal areas outlined in WRCOG's Economic Development and Sustainability Framework. The Grant Writing Assistance Program covers the cost of hiring professional grant writers to develop proposals for competitive external funding across

BEYOND Program Overview

Piloted in Fiscal Year (FY) 2015/2016, the BEYOND Framework Fund supports development and implementation of local projects aligned with the six goal areas outlined in WRCOG's Economic Development and Sustainability Framework: economy, health, education, energy & environment, water & waste water, and transportation. To date, the Executive Committee has allocated a total of \$4.1 million through two rounds of funding. Round I of BEYOND is funded through FY 2014/2015 Agency carryover funds, while Round II is funded through FY 2015/2016 Agency carryover funds.

BEYOND Round I Status: Round I provided \$1.8 million to member jurisdictions, allocated according to a population-based formula in a single funding stream. Thirty-two projects were funded under Round I and, as of this writing, twenty three projects have been completed, four projects granted extensions are pending completion, one project was cancelled and funding rolled into Round II due to CEQA litigation issues, and four projects have been approved as multi-year efforts; the Water Task Force project, funded jointly by EMWD and WMWD, and one project each from the Cities of Corona, Riverside and Temecula, which are combining Round I and Round II funding for the same project. Attachment 1 includes a summary of each Round I project and identifies which projects are complete.

BEYOND Round II Status: Round II is operating three funding streams: 1) BEYOND Core, a central category of funding allocating \$2.05 million to WRCOG member agencies using a population-based formula; 2) BEYOND Team, a competitive fund for collaborative projects between multiple member agencies; and 3)

BEYOND Health, a competitive fund for public health promoting projects. Through these three funding streams, Round II is funding 51 projects. Though Round II projects just kicked-off in early summer 2017, one project, the Regional Cancer Treatment Task Force Task Force Project, concluded in January 2018. A summary of each Round II project, noting which projects are complete, is provided as Attachment 2.

BEYOND Project Spotlight: Perris Green City Farm

The Perris Green City Farm project developed a community garden demonstration center on the Perris City Hall Campus, now dubbed “Grow Perris.” Grow Perris exhibits a variety of produce growing systems ideal for small areas or urban settings using both traditional and advanced (sustainable) growing methods and aims to facilitate horticulture and nutrition education. Already, Grow Perris has hosted nutrition workshops for the Boys & Girls Club, cooking demonstrations during the City’s annual health fair, and model tours for planners and community leaders from across the region. The City’s long-term vision for Grow Perris is to empower young adult and senior populations to lead the planting, harvesting, and management duties.

The Green City Farm Project is the first component of a multi-phase, Grow Perris development; subsequent phases will include development of water-wise landscaping, walking path extensions through the length of the garden, raised seed beds, and much more. The City has now set a goal of growing a total of 30 community gardens across Perris. The City is using Round II BEYOND funds to support these additional phases, as well as funding from Riverside University Health System and \$100,000 in grant funding awarded to an application written by Eduardo Garcia, a former WRCOG Public Service Fellow, who is now a full-time staff member at the City.

Grant Writing Assistance Program Overview

WRCOG manages a bench of consultants to help jurisdictions prepare grant applications in five program areas: Active Transportation; Caltrans Sustainable Transportation and Adaptation Planning; Affordable Housing and Sustainable Communities; electric vehicle and alternative fuel readiness, or funding related to Clean Cities activities; and any new planning grant opportunities. The Program aims to strengthen the region’s overall competitiveness for statewide funding and to provide needed supplemental support to jurisdictions prevented from seeking grant funds due to limited capacity and/or resources. WRCOG has allocated \$700,000 toward this Program, of which, approximately \$100,000 has been used resulting in more than \$1 million in awarded grants for the region. For more information on Program logistics, please refer to the Guidelines provided as Attachment 3. Attachment 4 to this report provides an overview of Assistance provided through the Program to date.

Grant Opportunities Summary Table

In addition to offering grant writing assistance, WRCOG provides regular updates on various grant opportunities that may be of interest to jurisdictions with the goal of returning as much grant funding to member agencies as possible. In the Grant Opportunities Summary Table (Attachment 5), there are two tables: Table 1 provides possible grant opportunities which WRCOG may be able to provide grant writing assistance for, while Table 2 provides additional opportunities which are not eligible for assistance through WRCOG, though they may be of interest to members. The table lists both the estimated “Level of Difficulty” to provide an indication of the level of support needed to develop applications, and the “Success Rates” indicating the number of applications awarded in relation to the number of applications submitted.

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.

Attachments:

1. BEYOND Round I – Project Summaries.
2. BEYOND Round II – Project Summaries.
3. Grant Writing Assistance Program Guidelines.
4. Grant Writing Assistance Provided Summary.
5. Grant Opportunities Table.

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Local Assistance for WRCOG
Member Agencies: Grant Writing
Assistance & BEYOND Program
Updates

Attachment 1

BEYOND Round I – Project
Summaries

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Round I Project Summaries

City / Agency	Project Name	Framework Goal(s) Supported	Project Description
City of Banning	Park Facilities Improvements	Health	The City of Banning has been approved to leverage BEYOND money as matching funds to finance an expansion and facilities update of Lions Park. If no match is available, they have proposed using the funds for smaller park facilities updates. Status: Completed ✓
City of Calimesa	Clean Energy Vehicles for Calimesa	Energy & Environment	The City of Calimesa is utilizing BEYOND funding as a match with AQMD AB 2766 funds to replace two vehicles in the City's hybrid/electric fleet. Status: Completed ✓
City of Canyon Lake	Canyon Lake Water Monitoring	Water	The City of Canyon Lake is dedicating BEYOND funds to facilitate more frequent water testing of the Lake as necessitated by anticipated increases of run-off from El Nino storms. Status: Completed ✓
	Economic Development	Economic Dev.	The City of Canyon Lake is spurring economic development by posting monument signs, performing website maintenance, and completing land analysis for future development. Status: Completed ✓
City of Corona	Corona Innovation Center	Economic Dev., Energy & Environment	The City of Corona is utilizing BEYOND funds to support improvements to a previously underutilized facility for use as a business development center.
City of Eastvale	SRTS: Radar Display Signs	Health, Transportation	The City of Eastvale is utilizing BEYOND funds to support its Safe Routes to School campaign through the purchase and installation of 12 radar speed display signs. Status: Completed ✓
City of Hemet	Downtown Specific Plan	Economic Dev.	The City of Hemet is applying BEYOND funds, in conjunction with a SCAG planning grant, to support development of the City's updated Specific Plan and related documents.
City of Jurupa Valley	Farmer's Market	Health, Energy & Environment	The City of Jurupa Valley's Farmers' Market BEYOND project is utilizing funds to make requisite updates to the City's zoning code to allow for a Farmers' Market and will also support the establishment of the Farmer's Market. Status: Completed ✓
	Healthy Jurupa Valley Support	Health	The City of Jurupa Valley's Healthy Jurupa Valley BEYOND project funds are supporting the initiative's five action teams which work to promote and implement healthy living initiatives in the city. Status: Completed ✓
	Pedestrian and Bicycle Mobility Improvements	Health, Transportation	The City of Jurupa Valley's Pedestrian and Bicycle Mobility Improvements BEYOND project will dedicate funds to identify city arterials appropriate for walking and biking corridors. Funds will then be used to install appropriate signage and perform necessary walkway upgrades.
	Chamber of Commerce Partnership	Economic Dev.	The City of Jurupa Valley's Chamber of Commerce BEYOND project is supporting an initiative to build a partnership with the Chamber of Commerce and to develop educational programs that will promote the City's economic vitality. Status: Completed ✓

Round I Project Summaries

City / Agency	Project Name	Goal Area(s) Supported	Project Description
City of Lake Elsinore	Rosetta Canyon Park - Artificial Turf	Economic Dev., Health, Water	The City of Lake Elsinore is devoting BEYOND funds to finance a portion of the City's artificial turf installation at Rosetta Canyon Community Park which will include five softball/baseball fields, and one soccer/football field. Status: Completed ✓
City of Menifee	Citywide Branding Effort - An Economic Driver	Economic Dev.	The City of Menifee is dedicating BEYOND funds to support a two-stage economic development project beginning with a comprehensive evaluation of the City's economic environment, Stakeholder attitudes and perceptions, to inform the second stage development of a citywide branding effort.
City of Moreno Valley	Community Enhancement Program	Economic Dev. Water, Health, Transportation	The City of Moreno Valley is dividing funds between 12 initiatives including a water station installation, materials and supplies support for three Safe Routes to School events, the replacement of 38 computers at the employment resource center, and bike rack installations.
City of Murrieta	Murrieta Energy Efficiency Project	Energy & Environment	The City of Murrieta is utilizing BEYOND funds to finance energy improvement projects identified utilizing an energy audit under the direction of the Energy Network and the Western Riverside Energy Partnership (WREP). Status: Completed ✓
City of Norco	Two-Pronged Economic Development Marketing Strategy	Economic Dev.	The City of Norco is utilizing BEYOND funds to support a two-pronged branding effort highlighting Norco as a dynamic business, and friendly environment; and hospitable destination of choice focusing on equine and related attractions. Status: Completed ✓
City of Perris	Gateway Enhancement Signage Program	Economic Dev.	The City of Perris is dedicating a portion of the City's BEYOND allocation to support the Gateway Enhancement Signage program--an effort to overcome perception challenges faced by the city and to optimize economic opportunities by installing a series of entry, way finding, and branding signs throughout the City's gateway streets and places of interest. Status: Completed ✓
	Green City Farm Program	Health	The City of Perris is dedicating a portion of its BEYOND allocation to fund the Green City Farm project which will develop a Community Garden Demonstration Center exhibiting best practices in water-wise gardening, and healthy living opportunities. Status: Completed ✓
City of Riverside	Marketplace SPOT + TOD	Transportation , Health, Energy & Environment	The City of Riverside is using BEYOND monies to fund a SPOT+TOD project which is a community-based development plan and policy framework that will plan for a pedestrian bridge from Metrolink to downtown and development of the Metrolink area as a node of activity. Multi-Year Project

Round I Project Summaries

City / Agency	Project Name	Goal Area(s) Supported	Project Description
City of San Jacinto	Healthy San Jacinto	Health	The City of San Jacinto is leveraging BEYOND funding to meet a portion of its required match for its Strategic Growth Council Sustainable Communities Grant, which is funding the development of a comprehensive downtown specific plan. BEYOND funds will be specifically dedicated to the development of a Healthy San Jacinto Coalition which will mobilize community efforts around creating a healthy and sustainable community.
City of Temecula	Global Citizens Special needs Vocation Training (Teen Job Readiness)	Economic Dev., Energy & Environment, Education	The City of Temecula is dedicating a portion of its BEYOND allocation to support the Global Citizens Teens with Special Needs program which provides jobs readiness training for adults with special needs. This project includes a comprehensive curriculum training participants for jobs in the viticulture and hospitality industries. Status: Completed ✓
	Emergency Management - Video Vignette	Health	The City of Temecula is requesting to dedicate a portion of its BEYOND allocation to support the production of a video vignette which will educate the public about best practices for local emergency preparedness efforts before, during, and after a catastrophic event. Status: Completed ✓
	TVE2 Stem and Youth Enrichment	Energy & Environment, Health, Water, Education	The City of Temecula is dedicating a portion of its BEYOND allocation to support the TVE2 Stem and Youth Enrichment Program. BEYOND funds are being used to purchase 25 computer stations for the Junior Women's STEM Program , Future Physician Leaders , and Youth Legal Program. Status: Completed ✓
	Grow Temecula Valley	Economic Dev. Health, Energy & Environment	The City of Temecula is dedicating a portion of its BEYOND allocation to support the Grow Temecula Valley project's effort to promote buying local food and to highlight the region for tourists. Status: Completed ✓
	Sixth Street Sidewalk Improvements	Transportation Health	The City of Temecula is dedicating a portion of its BEYOND allocation to support the Sixth Street Sidewalk Improvements project to regrade the sidewalks and install rolled curbs, promoting mobility for all abilities.
City of Wildomar	Website Improvements Project	Economic Dev.	The City of Wildomar is making improvements to the City website and updating its server to enhance the user interface for business owners and developers utilizing online permitting capabilities and optimized website capabilities.
RCOE	RCOE Foundation Scholars Program	Education	With BEYOND funds and an \$85,000 grant from SCE, the Riverside County Superintendent of Schools' RCOE Foundation awarded scholarships to "opportunity youth"/ at-risk students enrolled in RCOE programs such as Alternative Education, Court and Community Schools, County Foster Youth programs, and Riverside County Education Academy students. Student scholarships are anticipated to range between \$2,500 and \$5,000 per student. Status: Completed ✓

Round I Project Summaries

City / Agency	Project Name	Goal Area(s) Supported	Description
Riverside County	District Level Projects	-	The County is splitting Round I and II funding between Districts 1, 2, 3, and 5 for a total of \$72,164.08 each. These projects will be approved on a rolling basis and will be on the Round II project schedule.
	Riverside University Health System - Public Health: Healthy Development Checklist	Health	The County has allotted \$25,000 of its allocation to the Department of Public Health to support development of a "Healthy Development Checklist" that will serve as a tool for planners to make recommendations to improve County of Riverside's residents' health through community design. Status: Completed 
Eastern Municipal Water District	Diamond Valley Lake & Skinner Lake Trails	Water, Transportation, Health	Eastern Municipal Water District is engaging Fehr & Peers to develop up to five project description sheets and photo simulations for Diamond Valley Lake & Lake Skinner trails or related active transportation facilities which will describe proposed active transportation routes, route segments, or intersections. Multi-year project
Western Municipal Water District	Customer Handbook: Using Water Efficiently in the Landscape	Water	WMWD will dedicate funds to support the creation of a water wise Landscaping web-based handbook with engaging written content, photos, links, and embedded videos. WMWD anticipates water savings of 7,240 acre feet and greater per year. Status: Completed 
Morongo Band of Mission Indians	Dial-A-Ride Expansion	Transportation	The Morongo Band of Mission Indians is utilizing BEYOND funding to purchase an additional vehicle and fund a new full-time employee to operate an expanded Dial-A-Ride route to support transportation to jobs, medical services, education centers and other needs.
EMWD / WMWD	Water Task Force	Water	Eastern Municipal Water District and Western Municipal Water District have each dedicated a portion of their BEYOND allocation to fund the ongoing operation of the Water Task Force which may help to cover administrative costs, guest speaker expenses, marketing and meeting expenses. Multi-year project

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Local Assistance for WRCOG
Member Agencies: Grant Writing
Assistance & BEYOND Program
Updates

Attachment 2

BEYOND Round II – Project
Summaries

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Round II Project Summaries

Jurisdiction	Project Name	Framework Goal(s)	Project Summary
Banning	Lions Park Expansion	Health	The City of Banning is allocating BEYOND Round II Core funding and additional funding from BEYOND Health toward design and park improvements for Lions Park. The park is currently 9.12 acres consisting of 3 baseball fields, snack bar, and a playground. The City is working to expand the park to include an additional 7.46 acres, to be used for two multi-purpose fields. Round I funding was applied to a portion of the cost of the requisite CEQA analysis for the park. Additional funding is anticipated to come from the County EDA and the City's Park fund.
Calimesa	Creekside Park Fitness Facilities	Health	The City of Calimesa is allocating BEYOND Core and Health funding toward transforming Creekside Park into a Fitness Park by installing park grade fitness equipment stations. The installation will require relocation of existing fencing material to expand the park area; installation of rubberized safety surface around each fitness station; replacing existing benches, trash cans, and picnic tables to accommodate and encourage increased park usage.
Canyon Lake	Railroad Canyon Road Mobility Improvement Project	Transportation, Health	The City of Canyon Lake is allocating a portion of BEYOND funding toward the installation of pole-mounted radar speed signs. The project is in response to high auto speeds along Railroad Canyon Road, which connects to Lake Elsinore (west) and Menifee (east) where speed limits are both higher than Canyon Lake.
	Goetz Road Monument Project	Economic Development	The City of Canyon Lake is allocation BEYOND funding to branding and establishing its identity as a municipality amongst its neighboring cities. The City is utilizing a portion of BEYOND funds for a city monument at the entry point along Goetz Road, adjacent to Menifee's Audie Murphy Ranch residential development project.
	City Website	Economic Development	The City of Canyon Lake is allocating a portion of BEYOND funding to perform the annual website update to ensure the site continues to help inform, promote, and describe the City to website visitors.
Corona	Corona Innovation Center	Economic Development	The City of Corona is allocating BEYOND Core Round II funding to continue work on the BEYOND RI funded Corona Innovation Center. RII funds will support physical upgrades and ADA renovations to the economic development resource center.
	Corona Health Element	Health	The City of Corona is allocating BEYOND Core funding to add a Healthy Communities Component to their General Plan document. As part of the update, the city will be evaluating existing health conditions, constraints to improving health outcomes, and identifying opportunities to improve the overall health of the community.
Eastvale	Bus Shelters & Appurtenances	Transportation	The City of Eastvale is allocation BEYOND Core funding toward the installation of overhead bus shelters, benches, and/or a trash container at its more than 30 bus stops along Route 2 and Route 29.

Round II Project Summaries

Jurisdiction	Project Name	Framework Goal(s)	Project Summary
Hemet	Pending	Pending	Pending
Jurupa Valley	JV Chamber of Commerce	Economic Development	The City of Jurupa Valley is utilizing a portion of its BEYOND Core Round II funding to continue developing its partnership with the Jurupa Valley Chamber, focusing on business retention and small business development.
	Farmers Market	Energy and Environment, Health	The City of Jurupa Valley is utilizing a portion of its BEYOND Core Round II funding to support the continued operation and enhancement of the JV Farmers Market through market expansion and establishment of an ongoing marketing campaign.
	Marketing/Branding Program	Economic Development	The City of Jurupa Valley is utilizing a portion of its BEYOND Core funding to initiate a city-wide branding program to include development of a City brochure and other informational marketing.
	Radar Display Signs	Transportation, Health	The City of Jurupa Valley is utilizing a portion of its BEYOND Core funding to install up to 6 solar powered radar speed signs to enhance safety awareness of motorists when approaching school zones.
	Rubidoux Walking Corridor	Transportation, Health	The City of Jurupa Valley is utilizing a portion of its BEYOND Core Round II funding and additional funding through BEYOND Health, for enhancements to the Rubidoux Walking Corridor, established through BEYOND RI funds. Funding will go toward construction of informational kiosks at each end of the corridor, enhancement of the Edible Path to School, and installation of murals.
Lake Elsinore	Healthy LE Program	Health	The City of Lake Elsinore is allocating a portion of its BEYOND Core funding to support the Healthy LE Program. A majority of funding will be directed to hiring a part-time Graduate Student intern to support program activities. Additional funds will go toward project materials and event programming.
	Fit-Trails Equipment	Health	The City of Lake Elsinore is allocating a portion of its BEYOND Core, plus additional BEYOND Health funding, to install fitness equipment stations at four parks throughout the city. The four parks were selected based on current activity and utilization levels, varied user types, disbursement of locations throughout the city, and existing walking path infrastructure.

Round II Project Summaries

Jurisdiction	Project Name	Framework Goal(s)	Project Summary
Menifee	Communicating Menifee's Brand!	Economic Development	The City of Menifee is allocating a portion of its BEYOND Core Round II funding to build off of the RI Re-branding project to develop a marketing communication plan to include creating an independent economic development website and developing marketing materials.
	Menifee Homeless Taskforce	Economic Development, Health	The City of Menifee is allocating a portion of its BEYOND Core funding to the Southwest Homeless Alliance Coalition, specifically for creating and printing marketing materials associated with the Coalition.
Moreno Valley	Community Enhancement Program II	Health, Energy & Environment, Transportation	The City of Moreno Valley is utilizing BEYOND Core and Health funding for a multi-faceted project to promote active transportation, community engagement, and enhanced quality of life through ten tasks: (1) Community Cleanup Event, (2) Cyclocross Race, (3) Ride MoVal Community Bicycle Race, (4) 5K walk / Pet Adoption Fair Events, (5) Healthy Moreno Valley student campaign, (6) Juan Batista de Anza Trail raised crossing / SB821 Bicycle and Pedestrian Facilities from Bay Avenue to Cottonwood Street, (7) Mini-Round About Demonstration, (8) existing conditions Health Impact Assessment, (9) Community Health Element to General Plan, and (10) Exercise Equipment along Juan Bautista De Anza Trail.
Murrieta	Economic Development Site Selector Website	Economic Development	The City of Murrieta is utilizing a portion of BEYOND Core funds to develop a website in coordination with the Chamber of Commerce to provide comprehensive information to help new, expanding, and relocating businesses find the optimal location for success with the City of Murrieta. The website will utilize GIS software, real estate, demographic, workforce, and industry data to create this tool.
	HVAC Replacement at Murrieta Innovation Center	Energy and Environment	The City of Murrieta is utilizing a portion of BEYOND Core funds to replace 11 aging HVAC units and install new Title 24 compliant units. Round I funding had been programmed for this, but was reprogrammed for upgrades to the Police and Fire Department HVAC units.
Norco	Ensuring Safety Through Feedback Signs Status: Completed	Education, Health, Transportation	The City of Norco is utilizing BEYOND Core funding to purchase, install, and program 12-15 permanent speed feedback signs. Status: Completed 
	Party Parners	Health	The City of Norco is utilizing BEYOND Health funds to support the Party Parners Program which provides activities for developmentally disabled adults eighteen and over, including dancing, wii games, arts and crafts, and social events.

Round II Project Summaries

Jurisdiction	Project Name	Framework Goal(s)	Project Summary
Perris	Well One	Health	With funding from BEYOND Core and Health, the City of Perris, in partnership with Loma Linda University Dental School, and Lake Perris SDA Church, are organizing a bi-monthly dental clinic to serve the community to be integrated into an existing community medical and mental health clinic. Perris residents are granted first priority for appointments, but walk-ins from all areas are welcome. Funds will buy equipment and supplies. The clinic will be largely staff by volunteers, including volunteer dental students and professors.
	Perris green City Farm/HealthyCommunity50	Health, Education, Energy & Environment	Perris was one of 50 awardees for the national HealthyCommunity50 Challenge, to compete to develop practical, evidence-based strategies to improve measurable health outcomes and promote health and wellness, equity and social interaction. Perris' strategy focuses on healthy food access and is seeking funding to expand its network of community gardens. Funds will focus on developing a goal of 31 gardens.
Riverside	The Marketplace TOD & Mobility Hub Specific Plan Update	Economic Development, Transportation	The City of Riverside is combining its Round I and Round II funding allocation for development of a Marketplace TOD & Mobility Hub Specific Plan in the area around the Downtown Metrolink Station. With BEYOND funds, the City will prepare a two phased plan to (1) develop a baseline infrastructure opportunities and constraints plan, and (2) create an implementable Mobility Hub Specific Plan. The City seeks to collaborate with RTA to plan for the area.
	Green Action Plan	Energy and Environment, Health	The City of Riverside is using BEYOND Health funding to further the City's Green Action Plan, which is a tool to strengthen the integration between healthy communities and resource conservation goals. With BEYOND funding, the City plans to strengthen cross-sectoral collaborations and integrate the plan with the Sustainability Tools for Assessing and Rating Communities (STAR) system.
San Jacinto	San Jacinto General Plan Update 2040	Economic Development	The City of San Jacinto is using BEYOND funds to offset City costs for the update of the City's General Plan. Included are updates to the City's existing 7 elements and will add elements for Economic Development, Air Quality, and Environmental Justice. The plan will also incorporate Sustainability and Community Design into all elements.
Temecula	Temecula Youth Project Construct	Economic Development, Education	The City of Temecula is utilizing a portion of its BEYOND Core funding to create the Temecula Youth Construct project which aims to bridge the gap between educational attainment and vocational skills and offer an avenue, for students who do not attend college, to gain skills that will allow them to be successful within the community.
	Emergency Management System	Health	The City of Temecula is utilizing a portion of its BEYOND Core funding to host a one-day regional Emergency Management Summit, for the purpose of convening regional first responders, emergency managers, elected officials, businesses, and the general public to discuss emergency preparedness for the region.

Round II Project Summaries

Jurisdiction	Project Name	Framework Goal(s)	Project Summary
	Intergenerational Horticulture Program	Education, Economic Development	The City of Temecula is utilizing a portion of its BEYOND Core funding to support the public-private partnership between the City and Our Nicholas Foundation which offers specialized vocational skill training for teens, adults, and seniors with special needs. Modeled after the RI BEYOND Funded Global Citizens Special Needs project, the Horticulture Program would be designed to teach basic skills that encompass cultivation of plants, vegetable gardening, landscaping, irrigation, and basic business practices for all ages with special needs from several communities in Western Riverside County.
	Bicycle Sharrows	Transportation, Health, Energy & Environment	The City of Temecula is utilizing a portion of its BEYOND Core funding to install 70 sharrows (or shared lane markings) divided between five areas surrounding schools in Temecula providing critical connections between local neighborhoods and schools as identified by the Trails and Bikeways Master Plan.
	Industry Sector Promotions/Site Visits & Surveys	Economic Development	The City of Temecula is utilizing a portion of its BEYOND Core funding to create marketing pieces/strategies specific to industry sectors that are growing in Temecula: craft brewing, high tech, advanced manufacturing, and specialty retail. Additionally, the City's Economic Development team will conduct in-depth site visits with existing businesses to better understand their operations and needs.
	Government Leadership Program for Youth (GLPY)	Education	The City of Temecula is utilizing a portion of its BEYOND Core funding to purchase equipment that will support the City's Government Leadership Program for Youth which facilitates interaction and communication between school districts, high school students and City staff in order to foster engagement.
	Sixth Street Sidewalk Improvements	Transportation, Health	The City of Temecula is utilizing a portion of its BEYOND Core funding to design and construct sidewalk improvements on the north side of Sixth Street, between Mercedes Street and the entrance to the Mary Philips Senior Center.
City of Wildomar	Signage Enhancement Program	Economic Development	The City of Wildomar will use a portion of its BEYOND Core funding to place new signage along roadways to be visible at city entry points and from freeways.
	Website Enhancement Part 2	Economic Development	The City of Wildomar will enhance the City website, funded through BEYOND Round I, by purchasing a business registration module.
County of Riverside Round I & II	District 1 Homeless Intervention and Mitigation Program	Health, Economy	District One will enter into a partnership with Path of Life to administer a homeless intervention program, providing support services that fill traditional funding gaps in rehousing individuals, including rental deposits, utility payments, and household supplies.

Round II Project Summaries

Jurisdiction	Project Name	Framework Goal(s)	Project Summary
	District 2 TBD		The County of Riverside will be dividing Round I and Round II BEYOND allocations, less a total of \$50,000 which has been directed to Public Health, to projects at the supervisorial district level. Each is allocated \$72,164.08. The Third District has \$52,164 remaining, after allocating \$20,000 to the Cancer Taskforce.
	District 3 TBD		The County of Riverside will be dividing Round I and Round II BEYOND allocations, less a total of \$50,000 which has been directed to Public Health, to projects at the supervisorial district level. Each is allocated \$72,164.08. The Third District has already allocated \$20,000 of BEYOND to the Regional Cancer Services Task Force.
	District 5 TBD		The County of Riverside will be dividing Round I and Round II BEYOND allocations, less a total of \$50,000 which has been directed to Public Health, to projects at the supervisorial district level. Each is allocated \$72,164.08.
Riverside University Health Systems - Public Health	Healthy Community Strategies	Economic Development, Health	RUHS-PH is using \$25,000 from the Round II County BEYOND Core allocation to expand upon and support implementation of the Bi-County Healthy Development Checklist. The County will use additional funding through the BEYOND Health set aside to support the annual Healthy Living Extravaganza.
Eastern MWD	EMWD Sustainability Center Feasibility Study	Water, Energy & Environment, Health, Economic Development, Education	EMWD is utilizing BEYOND Core funding to perform a feasibility analysis of siting a Sustainability Center near its Perris office campus.
Western MWD	Water Use Efficiency Master Plan & Conservation Outreach Plan		WMWD is utilizing BEYOND funds to update the Water Use Efficiency Master Plan (Plan) that will guide new customer programs and outreach over the next five years.
Superintendent of Schools	Meta THINK	Education	The Riverside County Office of Education is utilizing BEYOND funding to partner with Meta THINK and local school districts to address chronic absenteeism by working with parents, communities, and school administrators. The Program's aim is to improve student success as chronic absence is a strong indicator of poor performance.
Morongo Band of Mission Indians	Morongo Dial-A-Ride Program	Transportation	The Morongo Band of Mission Indians is utilizing BEYOND Round II funding to support continued operation of the Dial-A-Ride program which was initiated with BEYOND Round I funding. The Program provides access within and from the Reservation to such destinations as employment, educational centers, and health care facilities.

Round II Project Summaries

Jurisdiction	Project Name	Framework Goal(s)	Project Summary
Multiple: Cities of Lake Elsinore, Menifee, Murrieta, Temecula, and the County	Regional Cancer Services Task Force Status: Completed	Education, Economic Development	Several jurisdictions applied funding from their BEYOND Core allocations or applied competitively through BEYOND Health, to support development of a Regional Cancer Services Task Force. The Task Force hired a facilitator and perform a study to identify trends and regional needs in the area of Cancer services. Results of the assessment are intended to be used in planning for and attracting in-demand services to the region both to support health outcomes and economic development. BEYOND funding comes from Core and Health allocations. Status: Completed 
BEYOND Team: City of Perris, Eastern Municipal Water District	Healthy Community 50/Perris Green City Farm	Health, Energy & Environment	The City of Perris was one of 50 awardees for the national HealthyCommunity50 Challenge, competing to develop practical, evidence-based strategies to improve measurable health outcomes and promote health, wellness, equity, and social interaction. Perris' strategy focuses on healthy food access and is seeking funding to expand its network of community gardens. Team funds would support development of 10+ new gardens; the total goal is 31 gardens.
BEYOND Team: Cities of Lake Elsinore, Menifee, Murrieta, Wildomar, and Temecula	Regional Homeless Alliance (Southwest Cities)	Economic Development, Education, Health, Transportation, Energy & Environment	The goal of the Regional Homeless Alliance is to achieve functional zero homeless. BEYOND Team funds would support development of a more comprehensive regional program by building on the existing foundation with a focus on immediate needs: beds, outreach, housing options and coordination of services. Specific activities will include (1) development of a Community Asset Assessment and Roadmap to address future needs, (2) development of formal housing navigation process, and (3) development of a replicable, coordinated entry system through outreach, housing navigation and low barrier supportive services. Specific tasks include hiring a part-time homeless outreach coordinator and part-time housing navigator, management of five full-time units for rapid rehousing, and provision of emergency shelter for an average of three individuals/families per night.
BEYOND Team: Cities of Corona, Jurupa Valley and Lake Elsinore, and the County of Riverside	Western Riverside Homeless Alliance	Economic Development, Health, and Education	Western Riverside Homeless Collaborative's (WRHC) main objective is to stabilize homeless people through the use of shelters, permanent housing, and assistance programs to reduce homelessness in the subregion. The WRHC aims to achieve this objective by adopting a comprehensive regional approach to programming, performing asset mapping, strategic capacity building, and coordinated placement and case management. Specific tasks to be completed include: (1) hiring Homeless Facilitators, (2) creating a subregional Leadership Committee, (3) performing Asset Mapping, (4) assembling a Law Enforcement Case Conferencing Team, (5) identifying faith-based and other access points for a Coordinated Entry System, (6) Responsible Compassion and love Your Neighbor Campaign, and (7) Performance Measurement.

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Local Assistance for WRCOG
Member Agencies: Grant Writing
Assistance & BEYOND Program
Updates

Attachment 3

Grant Writing Assistance Program
Guidelines

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WRCOG Grant Writing Assistance Program Guidelines

Program Overview: The WRCOG Grant Writing Assistance Program (Program), launched in September 2017, is designed to assist members in preparing proposals for grant opportunities. WRCOG allocated funding for an initial pilot of the Grant Writing Assistance Program for its members. To provide a Program that best assists WRCOG members, WRCOG staff convened a Focus Group of member agency staff to provide feedback on Program specifics and develop Program Guidelines, which were approved by the WRCOG Executive Committee on September 11, 2017.

Grant Writing Consultants: WRCOG released a Request for Proposals (RFP) in March 2017 for consultants to serve on a “bench” to provide grant writing assistance to WRCOG member agencies. The bench of consultants is available to members on a first-come, first-served basis when funding opportunities for the selected grants become available. The consultants will assist members with the grant application process only, not with subsequent award management or project implementation. The following consultants were selected to assist our member agencies with grant preparation:

- Alta Planning + Design
- Blais & Associates
- KTUA
- National Community Renaissance
- WSP

Program Contact:

Christopher Tzeng

Program Manager, Transportation

Phone: (951) 405-6711

Email: ctzeng@wrcog.us

Website: <http://www.wrcog.us/266/Grant-Writing-Assistance>

Program Guidelines: The Guidelines define the parameters of the Program, including the following items:

1. Eligible grants;
2. Expectation of member agencies accepting assistance;
3. Linkage to other WRCOG programs;
4. Screening process; and
5. Process to request grant writing assistance.

#1 - Eligible grants: For this pilot, the Program focuses on a few select grant opportunities. Eligible grants are as follows:

- [Active Transportation Program](#)
- [Caltrans Sustainable Transportation Planning Grant Program](#) (Transportation Planning Grants & Adaptation Planning Grants)
- [Affordable Housing and Sustainable Communities Program](#)
- [Clean Cities](#) related grants
- New planning grant opportunities

To maintain flexibility with the Program, “new planning grant opportunities” are included so that other grant opportunities related to planning may be considered. This category enables members to request assistance if any grant opportunities that focus on planning grants become available – such as those that help fund General Plans, Specific Plans, or Community Plans.

*Ineligible Grants: The Program is **not** intended to assist infrastructure grant opportunities, i.e., TIGER, HSIP, FASTLANE, etc.*

Assistance with Clean Cities grants is available for WRCOG Clean Cities Coalition members only. Assistance is available for grant opportunities related to Clean Cities activities, such as electric vehicle charging stations and city / county fleet purchasing. Funding for assistance with these grants will be allocated from Coalition funds. WRCOG administers the Coalition on behalf of participating member agencies which pay specific Coalition dues. This Program can increase the Coalition’s effectiveness by assisting Coalition members attain grant funding.

#2 - Expectation of member agency accepting assistance: WRCOG member agencies must submit a formal request using the [Application for Grant Writing Assistance](#) form to WRCOG. WRCOG will only authorize a consultant to provide assistance if a WRCOG member agency submits an Application to WRCOG for the eligible grant opportunities listed above.

In order for the Program to run effectively and utilize funds efficiently, the member agency accepting grant writing assistance must agree to the following:

- Define project parameters and provide consultant a basic project description
- Dedicate sufficient resources:
 - Obtain all necessary material on the information checklist provided by the consultant
 - Attend kick-off meeting to ensure consultant has needed information to prepare grant application
 - Respond to inquiries from the consultant in a timely manner
- Be the responsible party for grant submittal, including signatory on application and actual submittal of the application

It is expected that once the member agency is awarded the assistance for a grant application, and the consultant is selected to assist, all parties will participate in a kick-off meeting to discuss the proposal and share necessary information to begin work on the grant application. The consultant will prepare the grant application and all necessary exhibits, tables, etc., for review by the member agency staff. The member agency will then provide comments to be addressed by the consultant, and the consultant will then revise the application based on comments provided. Finally, the consultant will provide the member agency staff with a final draft for review and submittal.

#3 - Linkage to other WRCOG programs: To qualify for assistance through the Program, projects must meet the following specific criteria. First, grant proposals receiving assistance must show a nexus to the core components of WRCOG's [Economic Development and Sustainability Framework](#) (Framework). The Economic Development and Sustainability Framework is a foundational document for planning in Western Riverside County consisting of six core components adopted by the Executive Committee. In addition, grant proposals must also demonstrate a nexus to a regionally significant plan, such as WRCOG's [Subregional Climate Action Plan](#), the Western Riverside County Active Transportation Plan, and/or the RCTC Long-Range Plan. Lastly, a grant proposal is preferred to be multi-jurisdictional, but is not mandatory – this is to align with many grant opportunities that favor larger, regional projects.

#4 - Process to request grant writing assistance:

1. Member agency submits an Application, formally requesting grant writing assistance with a specific grant. WRCOG will leave it to the discretion of the member agency how this request is made, whether it is through the elected body, WRCOG representative, or other party to act on behalf of the City. WRCOG will assume that if it receives a request for assistance from a member agency representative, that representative is authorized to act on behalf of the member agency.
 - a. WRCOG prepared a [Grant Writing Assistance Interest Form](#) (Interest Form), to enable jurisdictions to indicate potential interest in receiving support for a specified grant funding category/categories, tentatively reserving a place in line for grant writing assistance. This is in lieu of the varying time tables for each grant opportunity and the first-come first-served nature of the assistance.
 - b. An Interest Form is not required, but recommended for those wishing to apply for assistance with grant opportunities which become available later in the Program cycle.
2. WRCOG staff will review the applications within seven calendar days and determine whether the request meets the guidelines, as noted below.
3. If the Application meets the criteria set in these Guidelines, WRCOG will work with the applicant to select a proper consultant from the list of pre-approved consultants.
4. Kick-off meeting will be held with agency and consultant.

#5 - Screening process: In order to ensure funds for the Program are utilized effectively and efficiently, an Application must be submitted to WRCOG for review. Upon receipt the Application will be reviewed to ensure Program criteria, as outlined above, are met, demonstrating a nexus to the Framework as well as a regionally significant plan, and the project will generate a competitive application, as assessed by such factors as being multi-jurisdictional. WRCOG and consultants will also confirm, based on timing of Application receipt, whether there is sufficient time to develop a competitive grant application.

The criteria set in these Guidelines, serve as basic standards for proposals to be evaluated. The selection of proposals for grant writing assistance will be at the discretion of WRCOG based on available funding, and WRCOG reserves the right to decide which proposals receive grant writing assistance.

Tentatively, no member will receive assistance on more than two grants. This is a soft limit as it will be based on the number of applications received.

Nothing in this Program will be construed as limiting member agencies from hiring other consultants to prepare grants on their behalf.

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Local Assistance for WRCOG
Member Agencies: Grant Writing
Assistance & BEYOND Program
Updates

Attachment 4

Grant Writing Assistance Provided
Summary

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Grant Writing Assistance Program

Assistance Provided Summary

Assistance Summary - PROVIDED					
Jurisdiction	Description	Grant Program Applying for:	Anticipated Award	Funding Requested	Funding Awarded
Lake Elsinore	City-wide Active Transportation Plan.	Caltrans Sustainable Transportation Planning Grant - Sustainable Communities	Winter 2018	\$200,000	\$175,000
All	Summary table provided to all WRCOG member agencies on bi-weekly basis.		-	NA	NA
Banning	City is applying to attain funding for expansion of the City's CNG facility.	MSRC Natural Gas Infrastructure Grant	Winter 2018	\$225,000	TBA
WRCOG	Develop localized guidelines, thresholds, and mitigation measures related to SB 743 for jurisdictions of Western Riverside County.	SCAG Sustainable Planning Grant	Spring 2017	\$200,000	\$200,000
WRCOG	WRCOG and SBCTA submitted a joint application for climate adaptation funding from Caltrans for development of a regional Climate Adaptation Toolkit.	Caltrans Sustainable Transportation Planning Grant - Adaptation Planning	Winter 2018	\$500,000	\$683,431
WRCOG	Regional effort to research and evaluate emerging technologies that could change the way cities develop and operate in the future.	Caltrans Sustainable Transportation Planning Grant - Sustainable Communities	Winter 2018	\$500,000	TBA
WRCOG	WRCOG submitted an application to update their Climate Action Plan.	Caltrans Sustainable Transportation Planning Grant - Sustainable Communities	Winter 2018	\$200,000	TBA
County	SR-74/Winchester Land Use/Transportation Study	Caltrans Sustainable Transportation Planning Grant - Sustainable Communities	Winter 2018	\$133,000	TBA
Norco	City-wide Active Transportation Plan.	Active Transportation Program - Cycle IV	Summer 2018	TBD	
Hemet	City is interested in attaining funding to enhance City's Mobility Hub and future TOD opportunities, and active transportation enhancements.	Urban Greening Grant and Active Transportation Program Cycle IV	Winter 2018 and Summer 2018	TBD	
Eastvale	City is submitting an application to attain funding for an Active Transportation project.	Active Transportation Program - Cycle IV	Summer 2018	TBD	
Temecula	City is submitting an application to attain funding for an Active Transportation project.	Active Transportation Program - Cycle IV	Summer 2018	TBD	

Assistance Summary - PENDING					
Jurisdiction	Description	Grant Program Applying for:	Anticipated Award	Funding Requested	Funding Awarded
Jurupa Valley	City is interested in a planning or environmental report grant opportunity to conduct a study that looks into truck restrictions along a corridor in their city.	TBD			
March JPA	JPA is interested in funding for a sidewalk gap.	TBD			

Updated April 1, 2018

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Local Assistance for WRCOG
Member Agencies: Grant Writing
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Attachment 5

Grant Opportunities Table

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**Western Riverside Council of Governments
Grant Opportunities and Forecast
March 8, 2018**

(New is noted for grants added in the past 14 days)



The grant opportunities beginning on the next page are part of WRCOG's emphasis to return as much grant funding to member agencies as possible. To that end, WRCOG may be able to assist member agencies with grant writing for the grant programs listed in Table 1. Please also see Table 2 for additional opportunities for your agency that cannot be facilitated by WRCOG, but might be of interest.

To help clarify the level of effort needed to develop the proposals, we have created a key for ready reference.

Key: Level of Difficulty (LOD)	
Simple	A simple level of difficulty indicates an application that may take 8 hours or less to develop, and can likely be accomplished "in-house" with minimal effort/allocation of internal resources.
Medium	A medium level of difficulty indicates an application process that will take a more substantial allocation of internal resources to accomplish, and might possibly require outside assistance (20-70 hours to develop application).
Complex	A complex level of difficulty indicates a VERY competitive opportunity, with a small success rate and intensive grant-development and positioning.

Additionally, we have included the "Success Rates" for each opportunity (if known). This statistic is indicated in **blue** in the "Notes" column, and provides the number of applications awarded in relation to the number of applications submitted (if known).*

*Success rates are not listed for "On the Horizon/NOFAs Not Released" section of Table 2.

Please contact Chris Tzeng, WRCOG Program Manager, at (951) 405-6711 for more information about grant writing assistance.

TABLE 1
Grant opportunities that *may* be eligible for WRCOG-assisted grant writing

No.	Deadline	Name of Grant	Name of Agency/Type	Source of Funds	Maximum Funding	Match Requirement	Notes
The grants that might be eligible for WRCOG grant-writing assistance are:							
1	07/31/18 Transportation Improvements	Active Transportation Program. To increase the proportion of trips accomplished by biking and walking, and provide a broad spectrum of projects to benefit many types of active transportation users. Eligible Project Types in the Last Round (subject to change): • Community-wide bicycle, pedestrian, Safe Routes to School, or active transportation plans in disadvantaged communities. • Bikeways and walkways that improve mobility, access, or safety for non-motorized users. • Improvements to existing bikeways and walkways. • Elimination of hazardous conditions on existing bikeways and walkways. • Installation of traffic control devices to improve the safety of pedestrians and bicyclists. • Safe Routes to School projects that improve the safety of children walking and bicycling to school. • Secure bicycle parking at employment centers, park and ride lots, rail and transit stations, and ferry docks and landings for the benefit of the public. • Recreational trails and trailheads, park projects that facilitate trail linkages or connectivity to non-motorized corridors, and conversion of abandoned railroad corridors to trails.	California Transportation Commission (CTC)	State	\$100 million	Not required.	http://www.catc.ca.gov/programs/ATP.htm Success Rate: 11% 456 applications received; 50 applications funded at State level. LOD: Medium – Complex The effort is not extremely difficult, but it is time-intensive.

TABLE 1
Grant opportunities that may be eligible for WRCOG-assisted grant writing

No.	Deadline	Name of Grant	Name of Agency/Type	Source of Funds	Maximum Funding	Match Requirement	Notes
2A	Expected Fall 2018 Planning	SB 1 Sustainable Transportation Planning Grant Program. To develop local plans that encourage sustainable infrastructure improvements to reduce GHG, Vehicle Miles Traveled, and increase safety, and/or provide access to Public Transit. • Sustainable Communities: Formula funds for MPOs. • Sustainable Communities Competitive: Eligible project types (not limited to): - o Community to school studies or safe routes to school plans. - o Studies that advance a community's effort to address the impacts of climate change and sea-level rise. - o Complete street plans. - o Transit planning studies related to accessible transit, paratransit, mobility management, etc. - o First Mile/Last Mile project development planning. - o Land use planning activities in coordination with a transportation project. • Strategic Partnerships: To fund transportation planning studies of interregional and statewide significance in partnership with Caltrans. • Strategic Partnerships Transit: Funds multimodal planning studies with a focus on transit, in partnership with Caltrans, of regional, interregional and statewide significance.	Caltrans	State	Sustainable Comm. Comp.: Minimum: \$50,000 for DAC; \$100,000 for all others; Maximum: \$1,000,000 Strategic Partnerships including Transit: Minimum: \$100,000; Maximum: \$500,000 (MPO \$1 million)	11.47%	http://www.dot.ca.gov/hq/tpp/grants.html Partnerships are highly encouraged Success Rate: 34% 127 applications were received; 43 were funded. LOD: Medium

TABLE 1
Grant opportunities that may be eligible for WRCOG-assisted grant writing

No.	Deadline	Name of Grant	Name of Agency/Type	Source of Funds	Maximum Funding	Match Requirement	Notes
2B	Expected Fall 2018 Planning	SB 1 Adaptation Planning Grant. For climate change adaptation planning. Example of plans: • Climate vulnerability assessments. • Extreme weather event evacuation planning. • Resilience planning. • Transportation infrastructure adaptation plans. • Natural and green infrastructure planning (e.g. wetlands restoration along transportation corridors to protect transportation infrastructure from flooding and storm impacts). • Integration of transportation adaptation planning considerations into existing plans, such as climate mitigation or adaptation plan, Local Coastal Program (LCP), Local Hazard Mitigation Plan (LHMP), General Plan or other related planning efforts. • Evaluation of or planning for other adaptation strategies, such as: ○ Providing transit shelters with shade, water, or other means of cooling in locations expected to see temperature increases. ○ Planning for distributed energy and storage to provide decentralized energy system for safeguarding against loss of power and impacts to electric vehicles due to climate-related grid disruptions.	Caltrans	State	Minimum: \$100,000 Maximum: \$1 million	11.47%	http://www.dot.ca.gov/hq/tpp/grants.html Partnerships are highly encouraged Success Rate: 57% 21 applications were received; 12 were funded LOD: Medium

TABLE 1
Grant opportunities that may be eligible for WRCOG-assisted grant writing

No.	Deadline	Name of Grant	Name of Agency/Type	Source of Funds	Maximum Funding	Match Requirement	Notes
3	Expected Fall 2018 Housing	Affordable Housing and Sustainable Communities. To fund projects) that result in: the reduction of GHG emissions and vehicle miles traveled (VMT) and increased accessibility of housing, employment centers and key destinations through low-carbon transportation options such as walking, biking and transit. Eligible <u>Capital Projects</u> in Last Round (subject to change): • Affordable Housing Development (loan) (Bricks and Mortar). • Housing-Related Infrastructure (grant) (Required as Condition of Approval). • Sustainable Transportation Infrastructure (grant). • Transit, Bike Lanes, Sidewalks. • Transportation-Related Amenities (grant). • Bike Parking, Repair Kiosks, Urban Greening, Bus Shelters. Eligible <u>Programs</u> (3 Year Grants) in Last Round: • Active Transportation Programs. • Transit Ridership Programs. • Criteria Air Pollutant Reduction Programs. Project areas must include a Qualifying Transit, defined as a transit line serving the public that is operated by a public entity, or operated as a grant recipient from a public entity. All Project Areas MUST also include a Transit Station/Stop, which is served by at least one Qualifying Transit line departing 2 or more times during Peak Hours.	Strategic Growth Council	State	Maximum loan or grant or combination for Project Area is \$20 million with a minimum award of at least \$1 million for TOD Project Areas and at least \$500,000 for ICP and RIPA Project Areas. Single Developer - \$40 million.	Not required	http://sgc.ca.gov/Grant-Programs/AHSC-Program.html Success Rate: 29% 85 full applications received; 25 applications awarded. LOD: Complex

TABLE 2
For Information Purposes Only
Grants which are not eligible for WRCOG grant writing assistance, but may be of interest

No.	Deadline	Name of Grant	Name of Agency/Type	Source of Funds	Maximum Funding	Match Requirement	Website
Grants which are not eligible for WRCOG grant writing assistance.							
1	Ongoing/ Reviewed quarterly Sports	Baseball Tomorrow Fund. - Grants are intended to provide funding for incremental programming and facilities for youth baseball and softball programs, not for normal operating expenses or as a substitute for existing funding or fundraising activities. - The funds may be used to finance a new program, expand or improve an existing program, undertake a new collaborative effort, or obtain facilities or equipment necessary for youth baseball or softball programs. - Grants are designed to be flexible to enable applicants to address needs unique to their communities.	Baseball Tomorrow Fund	Private	No maximum. Average award is \$40,000	50%	www.baseballtomorrowfund.com Success Rate: 10% Approximately 400 applications are received annually; approximately 40 are funded. LOD: Medium
2	Rolling Deadline Transportation	Accelerated Innovation Deployment (AID) Demonstration. To accelerate the use of innovation in highway transportation projects. NOTE: Applications accepted on a rolling basis until funding is no longer available. Applicants should apply when the eligible project is ready to authorize within 12 months.	Federal Highway Administration	Federal	\$1 million	20%	https://www.fhwa.dot.gov/innovation/grants/ Success Rate: Unknown at this time. LOD: Medium

TABLE 2
For Information Purposes Only
Grants which are not eligible for WRCOG grant writing assistance, but may be of interest

No.	Deadline	Name of Grant	Name of Agency/Type	Source of Funds	Maximum Funding	Match Requirement	Website
3	Opened 09/01/17 Accepted first-come, first-served for one year. Economic Development	CDBG Economic Development (ED) Over the Counter. Funding to non-entitlement cities and counties. Projects consist of financial assistance to a single business or a large number of assisted businesses served by common infrastructure. The most common form of an OTC project is a single business with a single project where funds are provided as a loan from the jurisdiction/grantee to and eligible borrower.	California Housing and Community Development	State	\$10 million	Not stated.	http://www.hcd.ca.gov/grants-funding/nofas.shtml#current Success Rate: Unknown at this time. LOD: Medium
4	03/15/18 Water	Bay-Delta Restoration Program: CALFED Water Use Efficiency Grant. For urban and agricultural projects that improve ecosystem health, including protection of endangered and threatened species, water supply reliability or water quality. Proposed activity <u>must</u> have a defined relationship to the California Bay-Delta. Projects include: • Canal Lining/Piping • Municipal Metering • Irrigation Flow Measurement • SCADA and Automation • Groundwater Recharge ONLY PORTIONS OF WESTERN RIVERSIDE COUNTY FALL WITHIN THE BAY-DELTA/CALFED SOLUTIONS AREA. Please contact David White, dwhite@usbr.gov, to find out if your agency is in an eligible area.	Bureau of Reclamation	Federal	\$750,000 per project/\$1.5 million per applicant.	50%	www.usbr.gov Success Rate: 2017: Unknown; 2 applications were funded. 2016: 42% 12 applications were submitted; 5 were funded. LOD: Medium

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Grants which are not eligible for WRCOG grant writing assistance, but may be of interest

No.	Deadline	Name of Grant	Name of Agency/Type	Source of Funds	Maximum Funding	Match Requirement	Website
5	03/15/18 (NOI) Hazard Mitigation	Hazard Mitigation Grant Program. For the development of Local Hazard Mitigation Plans (LHMP) as well as for the implementation of hazard mitigation projects. Eligible project types include, but are not limited to: • Projects: ○ Culvert upsizing ○ Erosion control ○ Flood control ○ Drainage improvements ○ Elevations and acquisitions ○ Aquifer Storage and Recovery ○ Floodproofing ○ Green infrastructure ○ Floodplain and stream restoration ○ Flood diversion and storage • Activities that might be funded under the 5% Initiative (less intensive application) include: ○ Community warning systems ○ Generators ○ Hazard identification or mapping and related equipment for the implementation of mitigation activities • Planning Activities: To propose a planning activity that will result in a Local Hazard Mitigation Plan (LHMP).	California Emergency Management Agency	State via Federal	• \$3 million for project activities. • \$250,000 for multi-jurisdictional plans and updates. • \$150,000 for single-jurisdiction plans and updates.	25%	http://www.caloes.ca.gov/cal-oes-divisions/recovery/disaster-mitigation-technical-support/404-hazard-mitigation-grant-program Success Rate: Unknown at this time. LOD: Simple LOD for Full Application if invited: Complex (5% Initiative Projects are MEDIUM LOD)

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No.	Deadline	Name of Grant	Name of Agency/Type	Source of Funds	Maximum Funding	Match Requirement	Website
6	03/16/18 Public Safety	AFG Fire Prevention and Safety. To enhance the safety of the public and firefighters with respect to fire and fire-related hazards. The grant supports activities in two categories: (1) Fire Prevention and Safety Activity - activities designed to reach high-risk target groups and mitigate incidences of death and injuries and (2) Firefighter Safety Research and Development Activity - research and development activities aimed at improving firefighter safety, health, or wellness through research <u>and</u> development that reduces firefighter fatalities and injuries. Fire Prevention and Safety Activity: • Community Risk Reduction; • Code Enforcement Awareness; • Other Code Enforcement/Awareness; • Fire and Arson Investigation; • National/State/Regional Programs and Studies. Firefighter Safety Research and Development Activity: • Clinical Studies; • Database System Development; • Technology and Product Development; • Dissemination and Implementation Research; • Preliminary Studies; • Early Career Investigator.	U.S. Department of Homeland Security	Federal	\$1.5 million. Micro grants are available for FP&S activities and are limited to \$25,000.	5%	https://www.fema.gov/fire-prevention-safety-grants Success Rate: Unknown at this time. LOD: Medium

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No.	Deadline	Name of Grant	Name of Agency/Type	Source of Funds	Maximum Funding	Match Requirement	Website
7	03/16/18 Economic Growth	Community WINSSM (Working/Investing in Neighborhood Stabilization) Grant Program. To support local nonprofits in promoting long-term economic prosperity and quality of life for their community. Members of the U.S. Conference of Mayors are qualified to nominate up to three initiatives or programs through an eligible nonprofit that addresses one of the following categories: • Neighborhood stabilization – projects designed to stimulate growth and stability while assisting in the removal of blight and the rebuilding of neighborhoods. • Economic development – projects designed to promote business development. • Job creation – projects designed to aid in local job creation or assist in job training.	U. S. Conference of Mayors	Private	• Large City winner (greater than 250,000) - \$300,000 • Large city outstanding achievement - \$75,000 • Medium city winner (75,000 to 250,000) - \$150,000 • Medium city outstanding achievement - \$50,000 • Small city winner (less than 75,000) - \$150,000 • Small city outstanding achievement - \$50,000	Not required.	https://www.usmayors.org/communitywins/ Success Rate: Unknown at this time. LOD: Medium

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No.	Deadline	Name of Grant	Name of Agency/Type	Source of Funds	Maximum Funding	Match Requirement	Website
8	03/16/18 Library	Local Pitch an Idea Grant. Local Grants are intended to support projects that benefit a library's local community, effect positive change, and contribute to the goals of the California State Library's LSTA Five Year Plan 2018-2022. The application process has four stages: - Libraries pitch their project ideas through two-page written proposals. - State Library staff review the proposals and select those that will move to the application stage. - Selected libraries complete full grant applications (applications will be reviewed in advance by project advisors, who will be assigned to each successful proposal). - State Library staff review the applications and make final funding decisions.	California State Library	State	Between \$15,000 and \$100,000	Not stated as required. Organizations listed as partners must contribute resources (cash or in-kind)	http://www.library.ca.gov/services/to-libraries/pitch-an-idea/#collapseTwo Success Rate: Unknown at this time. LOD: Simple

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No.	Deadline	Name of Grant	Name of Agency/Type	Source of Funds	Maximum Funding	Match Requirement	Website
9	03/20/18 Recycling	NEW! CalRecycle Household Hazardous Waste Small Projects Program. To assist local governments in implementing safe HHW programs, which may include public education, source reduction, reuse, recycling of HHW. Sample projects: • HHW public education and outreach for general audiences (may include extended producer responsibility (EPR) information). • Implementation of sustainable EPR collection opportunities. • Implement effective education programs and identify effective incentives that reduce the disposal of household hazardous waste. • Set-up and operation of temporary or mobile collection program for one-day or multi-day collection events for the following except for those materials that are currently covered by another recycling/collection program (e.g. covered electronic waste, cell phones, thermostat, etc.). • New or expanded curbside and/or door-to-door collection programs to allow for the collection of new and eligible HHW materials. • Minor improvements to an existing HHW facility. (Examples include but are not limited to: storage bins, signage, painting, paving, shelving, etc.).	CalRecycle	Sate	• \$50,000 for individual applicants • \$100,000 for rural area counties (population of 200,000 or less) or regional and JPA applications.	Not stated	http://www.calrecycle.ca.gov/Home/HazWaste/Grants/31stCycle/default.htm Success Rate: 2017/18: 40 applications submitted; 21 applications funded. Success rate was 53%. LOD: Medium

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No.	Deadline	Name of Grant	Name of Agency/Type	Source of Funds	Maximum Funding	Match Requirement	Website
10	03/23/18 Wetlands	Community Wetland Restoration Grant Program. To fund community-based restoration projects in coastal wetlands and watersheds in the southern California region. The Southern California WRP's geographic scope is from Point Conception in Santa Barbara County to the international border with Mexico including watersheds in Mexico that drain to the Tijuana River. Eligible project types: - Restoration or preservation of a coastal wetland (estuarine or vernal pool) or coastal stream corridor from Point Conception to the Mexican border region including watersheds in Mexico that drain to the Tijuana River. - Community involvement and education element.	Southern California Wetlands Recovery Project	Private	Between \$1,000 and \$30,000.	Not required.	https://scwrp.org/community-wetland-restoration-grant-program/ Success Rate: Fifteen applications received; 10 projects funded. Success rate was 67%. LOD: Medium
11	03/23/18 Law Enforcement and Public Safety	Prop 56 Grant Program. To support and hire front-line law enforcement peace officers for various tobacco-related programs. (<i>See Rev. & Tax Code, § 30130.57(e)(1).</i>) Programs include, but are not limited to, enforcement of state and local laws related to the illegal sales and marketing of tobacco to minors, and investigative activities and compliance checks to reduce illegal sales of cigarettes and tobacco products to minors and youth.	CA Department of Justice	State	None	Not required.	https://oag.ca.gov/tobacco/highlights#prop56grants Success Rate: N/A. This is a new program. LOD: Medium

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No.	Deadline	Name of Grant	Name of Agency/Type	Source of Funds	Maximum Funding	Match Requirement	Website
12	03/29/18 Drug Reduction	Drug Free Communities. To support established community-based youth substance use prevention coalitions capable of effecting community-level change. Coalitions receiving DFC funds are expected to work with leaders in their communities to identify and address local youth substance use problems and create sustainable community-level change through the use of the Seven Strategies for Community Level Change. 1. Provide Information 2. Enhance Skills 3. Provide Support 4. Enhance Access/Reduce Barriers 5. Change Consequences 6. Change Physical Design 7. Modify/Change Policies	Department of Health and Human Services	Federal	Up to \$125,000 per year.	- Years 1-6: 100% - Years 7-8: 125% - Years 9-10: 150%	https://www.samhsa.gov/grants/grant-announcements/s-p-18-002 Success Rate: Unknown at this time. LOD: Complex
13	03/30/18 Public Safety	ABC Grant Assistance Program. To expand local law enforcement agencies present efforts in addressing alcohol-related problems through a comprehensive ABC program that will encompass a wide range of strategies. Applicants should demonstrate that the District Attorney's or City Attorney's Office is willing to prosecute ABC related cases.	California Alcoholic Beverage Control	State	\$100,000	Yes, if selected for funding.	http://www.abc.ca.gov/news/GAP_News.html Success Rate: 108 applications were received; 51 applications were funded. Success rate was 47 percent. LOD: Medium

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No.	Deadline	Name of Grant	Name of Agency/Type	Source of Funds	Maximum Funding	Match Requirement	Website
14	First-come, first-served until 03/31/18 Transportation	MSRC Major Event Center. To facilitate implementation of new or expanded public transportation programs for event center destinations located in the South Coast Air Quality Management District. Eligible Entities include: Major event center, qualifying transportation provider or a County Transportation Commission.	Mobile Source Air Pollution Reduction Review Committee	Regional via State	• \$2.50 million for any single transportation service provider. • \$1,500,000 for any single major event center. • The geographical funding minimum is \$350,000 per county. • Reimbursement grant.	50%	http://www.cleantransportationfunding.org/rfp/view/major-event-center-transportation-program Success Rate: N/A. This is a new program. LOD: Complex

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No.	Deadline	Name of Grant	Name of Agency/Type	Source of Funds	Maximum Funding	Match Requirement	Website
15	04/02/18 Pool Safety	Pool Safely Program Grant. To provide assistance to help implement enforcement and education programs, with the goal of preventing drownings and drain entrapments in pools and spas. Eligible activities: • To hire and train enforcement personnel for implementation and enforcement of standards under the state or local swimming pool and spa safety law. - o At least 50% of funding must be used for this purpose. • To educate: - o Pool Construction and installation companies and pool service complaints about the standards. - o Pool owners, pool operators, and other members of the public about the standards under the swimming pool and spa safety law and about the prevention of drowning or entrapment of children using swimming pools and spas. • Defray administrative costs associated with such training and education programs.	U.S Consumer Product Safety Commission	Federal	\$50,000 to \$250,000	Not required.	https://www.poolsafely.gov/about-us/grants-vgbfy18/ Success Rate: Unknown. 5 grants were awarded in the last round. LOD: Medium

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For Information Purposes Only
Grants which are not eligible for WRCOG grant writing assistance, but may be of interest

No.	Deadline	Name of Grant	Name of Agency/Type	Source of Funds	Maximum Funding	Match Requirement	Website
16	04/09/18 Recycling	Beverage Container Recycling Grant and Payment Program. For beverage container recycling and litter cleanup activities. Eligible activities include, but are not limited to: • New or existing recycling programs. • Neighborhood drop-off recycling programs. • Public education promoting beverage container recycling. • Litter prevention and cleanup where the waste stream includes beverage containers that will be recycled. • Cooperative regional efforts among two or more cities and counties. • Other beverage container recycling programs. • Supporting AB 341 Mandatory Commercial Recycling requirements. - o Infrastructure for businesses to recycle beverage containers. - o Support for new or existing beverage container recycling programs for multi-family residential dwellings. - o Public education and outreach that includes a beverage container-recycling component.	CalRecycle	State	Each city is eligible to receive a minimum of \$5,000 and each county is eligible to receive a minimum of \$10,000 or an amount calculated by the Department based on per capita, whichever is greater.	Not required.	http://www.calrecycle.ca.gov/BevContainer/Grants/CityCounty/FY201718/default.htm Success Rate: N/A. This is a disbursement program. Each city is eligible to receive \$5,000. LOD: Simple

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No.	Deadline	Name of Grant	Name of Agency/Type	Source of Funds	Maximum Funding	Match Requirement	Website
17	04/09/18 Library	Regional and Statewide Pitch an Idea Grant. For pairs, groups, and networks of libraries and partners for Pitch an Idea Regional and Statewide Grants. Regional and Statewide Grants are intended to support projects that will benefit California communities at the regional or statewide level, effect positive change, and contribute to the achievement of the California State Library's LSTA Five Year Plan 2018-2022. Proposed projects might include programming, service provision, resource creation, or research that will enhance the planning and implementation of statewide projects in one of the Five Year Plan goal areas.	California State Library	State	Between \$50,000 and \$250,000	Not stated as required.	http://www.library.ca.gov/services/to-libraries/pitch-an-idea/#collapseTwo Success Rate: Unknown at this time. LOD: Simple
18	UPDATED 4/11/18 03/15/18 Education	Environmental Education (EE) Local Grants. Funds locally focused EE projects that increase public awareness and knowledge about environmental and conservation issues. All proposals must: • Address at least one of the EPA educational priorities: Agricultural Education; Community Projects; Career Development. • Address at least one EPA environmental priorities: Improving Air Quality; Ensuring Clean and Safe Water; Ensuring the Safety of Chemicals; Increasing Transparency, Public Participation, and Collaboration with Communities.	U.S. Environmental Protection Agency Region 9	Federal	Between \$50,000 and \$100,000.	25%	http://www2.epa.gov/education/environmental-education-ee-grants Success Rate: 4 applications were funded in the last round. There is only \$300,000 available. LOD: Medium

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No.	Deadline	Name of Grant	Name of Agency/Type	Source of Funds	Maximum Funding	Match Requirement	Website
19	04/11/18 Greenhouse Gas Reduction	Urban Greening. Projects that reduce GHG emissions and provide multiple additional benefits. Example of projects: • Neighborhood parks and community space • Greening of public lands and structures • Green streets and alleyways • Non-motorized urban trails that provide safe routes for travel between residences, workplaces, commercial centers, and schools • Urban heat island mitigation and energy conservation efforts Disadvantaged Communities (DACs) are priority.	CA Natural Resources	State	No minimum or maximum.	Not required, but encouraged.	http://resources.ca.gov/grants/urban-greening/ Success Rate: 143 applications received; 39 projects were funded. Success rate was 27%. LOD: Complex

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No.	Deadline	Name of Grant	Name of Agency/Type	Source of Funds	Maximum Funding	Match Requirement	Website
20	04/11/18 Emission Reduction	NEW! Voluntary Incentive Program for Air Pollution Control Projects that Reduce/Mitigate Emissions/Toxic Exposure. To incentivize stationary and mobile source projects that will result in emission reductions of NOx, VOC, and PM and in some cases, assist in implementation of the approved control strategy in the 2016 Air Quality Management Plan (AQMP). Examples of eligible project types: • School bus retrofit or replacement (e.g., electric) • Heavy duty diesel truck replacement • Agricultural diesel engine (mobile & non-mobile) replacement, and fugitive dust control for fields and roads (i.e. street sweeping, soil stabilization) • Truck stop electrification • Paving of parking lots or unpaved roads • Parkway/pathway construction to reduce congestion & promote walking, bicycling and/or near-zero or zero emission vehicles • Electric charging, CNG, or hydrogen refueling stations • Development and demonstration of lower emitting and zero-emission on-road and off-road technologies, including locomotives, ocean going vessels, heavy-duty trucks, and supporting infrastructure	South Coast Air Quality Management District	State	There is no maximum.	Not required, but encouraged.	http://www.aqmd.gov/home/air-quality/clean-air-plans/air-quality-mgt-plan/voluntary-incentive-program Success Rate: N/A. This is a new program. LOD: Complex

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No.	Deadline	Name of Grant	Name of Agency/Type	Source of Funds	Maximum Funding	Match Requirement	Website
21	04/23/18 Rail	NEW! Law Enforcement Strategies for Reducing Trespassing Pilot Grant Program. To assist communities at risk for rail trespassing related incidents and fatalities. The funded agencies will perform rail trespassing enforcement related activities and report those activities and associated benefits to FRA. The data obtained from the activities performed in this Pilot Grant Program will help determine the effectiveness of funding local law enforcement agencies for rail trespass prevention activities. Projects eligible for funding under this NOFO are for enforcement activities focused on specific railroad trespassing laws to reduce related incidents and casualties, particularly in areas near railroad trespass “hot” spots.	U.S. Department of Transportation	Federal	There are no minimum or maximum thresholds.	Not required.	https://www.fra.dot.gov/Page/P1082 Success Rate: N/A. This is a new program. LOD: Medium

TABLE 2
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No.	Deadline	Name of Grant	Name of Agency/Type	Source of Funds	Maximum Funding	Match Requirement	Website
22	04/27/18 Fire	<i>NEW!</i> Staffing for Adequate Fire and Emergency Response (SAFER) Grants Program. To provide funding directly to fire departments and volunteer firefighter interest organizations to help them increase the number of firefighters to help communities. The SAFER Grants support: - Hiring of Firefighters: enable volunteer, combination, and career fire departments to improve staffing levels to attain a more effective level of response and a safer incident scene. - Recruitment and Retention (R&R) of Volunteer Firefighters: to assist fire departments with the recruitment and retention of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response.	U.S. Department of Homeland Security	Federal	There is no maximum.	Recruitment and Retention of Volunteer Firefighters Activity – No Match Required Hiring of Firefighters: 25 percent of the actual costs incurred in the first and second years of the grant; 65 percent of the actual costs incurred in the third year of the grant.	https://www.fema.gov/staffing-adequate-fire-emergency-response-grants Success Rate: Unknown at this time. LOD: Medium

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No.	Deadline	Name of Grant	Name of Agency/Type	Source of Funds	Maximum Funding	Match Requirement	Website
23	05/22/18 Rail	NEW! Restoration and Enhancement Program. Projects must be for operating assistance to initiate, restore, or enhance intercity rail passenger transportation. Examples of such expenses may include: staffing costs for train engineers, conductors, on-board service crew; diesel fuel or electricity costs associated with train propulsion power; station costs such as ticket sales, customer information and train dispatching services, station building utility and maintenance costs; lease payments on rolling stock; routine planned maintenance costs of equipment and train cleaning; host railroad costs; train yard operation costs; general and administrative costs; and management, marketing, sales and reservations costs. Priority will be given to applications proposing a lower R&E grant share of projected Net Operating Costs.	U.S. Department of Transportation	Federal	There are no minimum or maximum thresholds.	R&E program shall not exceed: 80 percent of the projected Net Operating Costs for the first year of service; 60 percent of the Net Operating Costs for the second year of service; and 40 percent of the projected Net Operating Costs for the third year of service.	https://www.fra.dot.gov/Page/P1081 Success Rate: N/A. This is a new program. LOD: Medium

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No.	Deadline	Name of Grant	Name of Agency/Type	Source of Funds	Maximum Funding	Match Requirement	Website
24	06/05/18 Emission Reduction	NEW! Carl Moyer Memorial Air Quality Standards Attainment Program (CMP). To obtain emission reductions of Nitrogen Oxides (NOx), Particulate Matter (PM10) and Reactive Organic Gases (ROG) from heavy-duty vehicles and other equipment operating in California as early and as cost-effectively as possible. The CMP provides financial incentives to assist in the purchase of cleaner-than-required engine and equipment technologies to achieve emission reductions that are real, surplus, quantifiable and enforceable. Project will fund: • Infrastructure; • On-Road Heavy-Duty Vehicles, including Emergency Vehicles (Fire Apparatus); and • Off-Road Equipment.	South Coast Air Quality Management District	Regional	The “Step 1” cost effectiveness limit, \$30,000 per weighted ton of emissions reduced, applies to projects that bring vehicles and equipment up to current standards. The “Step 2” cost effectiveness limit, \$100,000 per weighted ton of emissions reduced, applies to projects that are zero-emission or meet the cleanest certified optional standard applicable (by source category).	Not required	http://www.aqmd.gov/home/programs/business/business-detail?title=heavy-duty-engines Success Rate: Unknown at this time. LOD: Medium

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No.	Deadline	Name of Grant	Name of Agency/Type	Source of Funds	Maximum Funding	Match Requirement	Website
25	06/21/18 Rail	NEW! Consolidated Rail Infrastructure and Safety Improvement Program. To fund projects that improve the safety, efficiency, and reliability of passenger and freight rail. An applicant must submit an eligible project under one of the following four tracks: • Track 1—Planning; • Track 2—PE/NEPA; • Track 3—FD/Construction; or • Track 4—Safety Programs and Institutes. Projects eligible for funding under this grant program include: • Deployment of railroad safety technology (PTC/rail integrity inspection systems). • Capital projects. • Highway-rail grade crossing improvement projects. • Rail line relocation and improvement projects. • Regional rail and corridor service development plans and environmental analyses. • Any project necessary to enhance multimodal connections or facilitate service integration between rail service and other modes. • The development and implementation of a safety program or institute.	U.S. Department of Transportation	Federal	There are no minimum or maximum thresholds.	20%. Selection preference to applications where the proposed Federal share of total project costs is 50 percent or less.	https://www.fra.dot.gov/Page/P1079 Success Rate: N/A. This is a new program. LOD: Medium

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No.	Deadline	Name of Grant	Name of Agency/Type	Source of Funds	Maximum Funding	Match Requirement	Website
26	First-come, first-served until 06/29/18 or until funds are exhausted. Air Quality	Natural Gas Infrastructure Program. To assist in the construction of natural gas refueling infrastructure within the South Coast Air Quality Management District. Examples of previously funded projects: 1. City of Los Angeles: (\$350,000) To provide a time-fill CNG fueling station to provide fuel to ten (10) CNG vehicles. In addition, a limited fast-fill dispenser would be provided in order to provide "spot" fueling as needed. 2. Riverside Transit Agency (\$1 million) The project consisted of three phases: 1) Planning, design, and technical specification development; 2) installation of underground gas lines; and 3) procurement, construction, and installation of station equipment.	Mobile Source Air Pollution Reduction Review Committee	State	• Maximums vary depending on the entity and fuel. • The geographical minimum is \$500,000 per county.	50%	http://www.cleantransportationfunding.org/rfp/view/natural-gas-infrastructure-funding-opportunities Success Rate: Not applicable as this is a first-come, first-served incentive program. LOD: Medium

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No.	Deadline	Name of Grant	Name of Agency/Type	Source of Funds	Maximum Funding	Match Requirement	Website
27	06/30/18 Water	Drinking Water for Schools. To improve access to, and the quality of, drinking water in public schools. All projects must be located at schools within, or serving, a disadvantaged community (DAC). Eligible projects include but are not limited to: • Installation or replacement of water bottle filling stations or drinking water fountains with or without treatment devices capable of removing contaminants present in the school's water supply; • Installation of point-of-entry (POE), or point-of-use (POU) treatment devices for water bottle filling stations, drinking fountains, and other fixtures that provide water for human consumption, including up to three years of: replacement filters, operation and maintenance (O&M), and monitoring of POE or POU devices; • Installation, replacement, or repairs of drinking water fixtures and associated plumbing appurtenances that are necessary to address lead contamination identified by a school's public water system pursuant to the Lead Sampling of Drinking Water in California Schools program and that requires a corrective action.	CA State Water Resources Control Board	State	School: \$25,000/\$100,000 Entities: \$25,000/\$1 million	Not stated as required.	http://www.waterboards.ca.gov/water_issues/programs/grants_loans/schools/ Success Rate: N/A. This is a new program LOD: Medium

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No.	Deadline	Name of Grant	Name of Agency/Type	Source of Funds	Maximum Funding	Match Requirement	Website
28	08/1/18 Clean Vehicles and Mobility Strategies	MSRC Local Government Partnership Program. To accelerate transition to cleaner vehicles and mobility strategies. For an MSRC funding contribution greater than \$50,000, the following are eligible project categories: • Light-duty Zero Emission Vehicle Purchases or Leases • Medium & Heavy-Duty Zero Emission Vehicle Purchase • Near-Zero Emission Heavy-Duty Alternative Fuel Vehicle Purchases & Repowers • Electric Vehicle Charging Infrastructure (EVSE) Installation • Alternative Fuel Refueling Infrastructure New Construction or Expansion Smaller jurisdictions are also entitled to request MSRC funds for the following additional eligible project categories: • Traffic Signal Coordination and Synchronization Projects. • Bicycle Active Transportation Projects. • First Mile/Last Mile Strategies. - o When implementing a project(s) from this subsection, jurisdictions are required to provide total project co-funding of at least 50%.	Mobile Source Air Pollution Reduction Review Committee	State	This is not a competitive program. The program sets aside a pro-rata share of MSRC funding for each city and county within the South Coast AQMD who participate in the AB 2766 motor vehicle registration fee program. • The maximum amount of funding any single city or county will receive is \$3,000,000.	Dollar for dollar up to \$3 million in MSRC funding. However, cities and counties that receive an annual allocation of AB 2766 Subvention Funds less than \$50,000 are eligible to receive an MSRC Partnership match of \$50,000.	http://www.cleantransportationfunding.org/rfp/view/2017-local-government-partnership-program Success Rate: N/A. This is a new program. LOD: Medium

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No.	Deadline	Name of Grant	Name of Agency/Type	Source of Funds	Maximum Funding	Match Requirement	Website
29	First Come; First Served until December 31, 2020 Homelessness	Stand Down Grant. To support local Stand Down events that assist homeless veterans by providing a wide variety of employment, social, and health services. - Funds must be used to enhance employment and training opportunities or to promote the self-sufficiency of homeless veterans through paid work. - Basic services such as showers, haircuts, attention to health concerns, and other collaborative services. - Grant funds may only be used to support allowable SD costs such as: - The purchase of food, bottled water, clothing, sleeping bags, one-person tents, backpacks filled with non-perishable foods, hygiene care kits, and over-the-counter reading glasses; - Vouchers may be purchased for minor time-limited legal services, consumer credit counseling services, food, phone cards, and gasoline gift cards for homeless veteran participants. - Special one-time costs for the duration of the SD event such as rental facilities and/or tents, electricity, equipment, portable toilets, and communications or internet access. - The purchase of janitorial supplies.	U.S. Department of Labor	Federal	\$7,000 for a one-day event and \$10,000 for a multi-day event	Cost share calculations are based on the number of expected homeless veterans to be served using VETS' SD funds compared to the overall number of participants expected to be served.	https://www.dol.gov/vets/programs/StandDown/index.htm Success Rate: Unknown at this time. LOD: Medium

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No.	Deadline	Name of Grant	Name of Agency/Type	Source of Funds	Maximum Funding	Match Requirement	Website
On the Horizon/NOFA not yet released.							
1	TBD Emission Reduction	Volkswagen Settlement Mitigation Trust. \$381 million to California for NOx mitigation. Application and program details currently under development Workshops available in February and March.	California Air Resource Board	Private	TBD	TBD	https://www.arb.ca.gov/msprog/vw_info/vw-diesel-info/vw-diesel-info.htm
2	March 2018 Water	Groundwater Sustainability Program. For grants, and loans, for planning and implementation projects that prevent or cleanup the contamination of groundwater that serves or has served as a source of drinking water. Examples of implementation projects include, but are not limited to: • Wellhead treatment; • Installation of extraction wells combined with treatment systems; • Centralized groundwater treatment systems; • Source area cleanup; • Groundwater recharge to prevent or reduce contamination of municipal or domestic wells; • Groundwater injection to prevent seawater intrusion; and • Groundwater well destruction.	CA State Water Resources Control Board	State	Planning: \$100,000 to \$21 million. Implementation: \$500,000 to \$50 million.	50%	https://www.waterboards.ca.gov/water_issues/programs/grants_loans/proposition1/groundwater_sustainability.shtml

TABLE 2
For Information Purposes Only
Grants which are not eligible for WRCOG grant writing assistance, but may be of interest

No.	Deadline	Name of Grant	Name of Agency/Type	Source of Funds	Maximum Funding	Match Requirement	Website
3	March 2018 Water Efficiency	Water Conservation Field Services Program – Lower Colorado Region. For activities/projects that make more efficient use of existing water supplies through water conservation and efficiency. • Water management planning; • System Optimization Reviews (SOR); • Designing Water Management Improvements; and • Demonstration projects.	Bureau of Reclamation	Federal	\$100,000	50%	http://www.usbr.gov/lc/region/g4000/wtrconsrv.html
4	March 2018 Water	Water and Energy Efficiency Grant. To conserve and use water more efficiently, increase the use of renewable energy and improve energy efficiency, benefit endangered and threatened species, facilitate water markets, or carry out other activities to address climate-related impacts on water or prevent any water-related crisis or conflict.	Bureau of Reclamation	Federal	\$300,000 for projects to be completed within two years. \$1,000,000 for projects to be completed within three years.	50%	https://www.usbr.gov/watersmart/weeg/index.html
5	March 2018 Water	Small-Scale Water Efficiency Projects. To support small-scale water management projects that have been identified through previous planning efforts.	Bureau of Reclamation	Federal	\$75,000	50%	https://www.usbr.gov/watersmart/weeg/ssweg.html

TABLE 2
For Information Purposes Only
Grants which are not eligible for WRCOG grant writing assistance, but may be of interest

No.	Deadline	Name of Grant	Name of Agency/Type	Source of Funds	Maximum Funding	Match Requirement	Website
6	March 2018 Water	Basin Studies LOI. To evaluate the ability to meet future water demands within a river basin and to identify adaptation and mitigation strategies to address the potential impacts of climate change.	Bureau of Reclamation	Federal	Unknown	50%	https://www.usbr.gov/watersmart/bas/index.html
7	Spring 2018 Water	Title XVI Construction. Funding for planning, design, and construction of congressionally authorized water recycling and reuse projects.	Bureau of Reclamation	Federal	\$4 million	75%	https://www.usbr.gov/watersmart/title/index.html
8	Spring 2018 Water Studies	Title XVI Feasibility Studies. Funding for development of new Title XVI feasibility studies for recycled water infrastructure.	Bureau of Reclamation	Federal	\$150,000 for feasibility studies to be completed within 18 months. \$450,000 for feasibility studies to be completed within 3 years.	50%	https://www.usbr.gov/watersmart/title/index.html
9	8/31/18 Transportation	Highway Safety Improvement Grant. To achieve a significant reduction in fatalities and serious injuries on all public roads. All proposed projects must lead to the construction of safety	Caltrans	State	\$100,000 minimum and \$10 million maximum.	10%	http://www.dot.ca.gov/hq/LocalPrograms/HSIP/apply_nowHSIP.htm

TABLE 2
For Information Purposes Only
Grants which are not eligible for WRCOG grant writing assistance, but may be of interest

No.	Deadline	Name of Grant	Name of Agency/Type	Source of Funds	Maximum Funding	Match Requirement	Website
		improvements.					
10	Fall 2018 Trails	Recreational Trails Program. For both non-motorized and motorized RECREATIONAL TRAILS and trail-related facilities. Eligible projects types are: acquisition, development or a combination of acquisition and development.	California State Parks	State	\$50,000 minimum/ \$1.5 million maximum	12%	http://www.parks.ca.gov/?page_id=24324
11	Fall 2018 Libraries	Copycat Grant. Intended to help libraries easily implement tried-and-tested programs and extend the impact of previously funded LSTA projects. State Library staff will make available case studies and information about a variety of projects that are impactful and easily replicable, that can be accomplished in six to eight months, and that align with the State Library's LSTA Five Year Plan 2018-2022. Libraries will then have the opportunity to apply for funds to implement a selected project in their community.	California State Library	State	TBD	TBD	http://www.library.ca.gov/grants/
12	Winter 2018 Recycle	Household Hazardous Waste – Small Projects. To assist local governments in implementing safe HHW programs, which may include public education, source reduction, reuse, recycling, load checking and collection components.	CalRecycle	State	\$50,000 for individual applicants. \$75,000 for rural area counties (population of 200,000 or less) or regional and JPA applications.	Not required.	http://www.calrecycle.ca.gov/Home/HazWaste/Grants/30thCycle/default.htm

** Information presented is based on past guidelines. Requirements may change when new guidelines are published.

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Western Riverside Council of Governments Executive Committee

Staff Report

Subject: WRCOG Committees and Agency Activities Update

Contact: Rick Bishop, Executive Director, rbishop@wrcog.us, (951) 405-6701

Date: May 7, 2018

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

Requested Action:

1. Receive and file.

Attached are summaries of actions and activities from recent WRCOG standing Committee meetings that have taken place since the April 2018 Executive Committee meeting.

Prior Action:

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.

Attachments:

1. WRCOG Committees Activities Matrix (Action items only).
2. Summary recaps from recent Committee meetings.

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Item 5.K

WRCOG Committees and Agency
Activities Update

Attachment 1

WRCOG Committees Activities Matrix
(Action items only)

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<u>WRCOG Committees Activities Matrix (Action Items Only)</u>		<u>Executive Committee</u>	<u>Administration & Finance Committee</u>	<u>Technical Advisory Committee</u>	<u>Planning Directors Committee</u>	<u>Public Works Committee</u>	<u>Finance Directors Committee</u>	<u>Solid Waste Committee</u>
Date of Meeting:		4/2/18	4/11/18	4/19/18	Did not meet	4/12/18	4/26/18	Did not meet
Current Programs / Initiatives:								
	Regional Streetlights Program	Authorized the Executive Director to enter into contract negotiations with the Evaluation Committee's recommended LED fixture providers, California Electric Supply and General Electric.	n/a	Received and filed.		Received and filed.	n/a	
	Property Assessed Clean Energy (PACE) Programs	1) Received WRCOG PACE Program Summary; 2) conducted a Public Hearing Regarding the inclusion of the City of Pleasanton; 3) adopted WRCOG Resolution Number 07-18; and 4) Approved revisions to the overview statement that incorporates SB 242 and AB 1284 legislation for the WRCOG Energy Efficiency and Water Conservation Administrative Guidelines and Program Report and CA HERO Program Report, as well as the Program Handbooks for WRCOG HERO, CA HERO, CaliforniaFIRST, PACE Funding, and Spruce PACE Programs.	n/a	n/a		n/a	n/a	
	Community Choice Aggregation (CCA) / Western Community Energy	Received and filed.	n/a	Received and filed.		n/a	n/a	
	TUMF	1) Authorized the Executive Director to execute a TUMF Reimbursement Agreement with the City of Menifee for the Construction Phase of the Scott Road / I-215 Interchange Project; 2) authorized the Executive Director to execute a TUMF Reimbursement Agreement with the County of Riverside for the Construction Phase of the Archibald Avenue Bridge Project; and 3) authorized the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Perris for the Construction Phase of the Nuevo Road / I-215 Interchange.	n/a	Discussed and provided input regarding options for the TUMF Calculation Policy.		Discussed and provided input regarding options for the TUMF Calculation Policy.	n/a	
	Fellowship	Received and filed.	n/a	n/a		n/a	n/a	
New Programs / Initiatives:								
	EXPERIENCE	n/a	Received and filed.	Received and filed.		n/a	n/a	

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Item 5.K

WRCOG Committees and Agency
Activities Update

Attachment 2

Summary recaps from recent
Committee meetings

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Western Riverside Council of Governments Executive Committee Meeting Recap April 2, 2018

Following is a summary of key items discussed at the last Executive Committee meeting. To review the full agenda and staff reports for all items, click [here](#). To review the meeting PowerPoint presentations, click [here](#).

Continued Membership of the Riverside County Superintendent of Schools on WRCOG

- The Executive Committee approved a one-year extension to the MOU between WRCOG and the Riverside County Superintendent of Schools for the Superintendent to continue serving as an ex-officio member of the Executive Committee.

TUMF Program Reimbursement Agreements

- The Committee also approved TUMF Reimbursement Agreements for:
 - o City of Menifee for the Scott Road / I - 215 Interchange;
 - o County of Riverside for the Archibald Avenue Project; and
 - o Amendment to the TUMF Reimbursement Agreement for the City of Perris' Nuevo Road / I - 215 Interchange.

Support Position on AB 3027

- The Committee adopted a position of support for Assembly Bill (AB) 3027 (Chavez) regarding an amendment to the California Environmental Quality Act (CEQA). The bill would significantly limit the ability of third-party groups - not impacted by the project in question - to file a lawsuit under CEQA in an effort to gain compensation for attorney's fees.

Report from the League of California Cities

- The League is recommending member jurisdictions to be aware and/or consider sending position letters to the Legislature regarding:
 - o Oppose:
 - [SB 827](#) (Wiener) Planning and Zoning: Transit Rich Housing Bonus: this bill would rezone all land within a one-half mile radius of major transit corridors to accommodate buildings up to 10 stories tall.
 - [AB 1749](#) (Daly): Workers' Compensation for Off-Duty Peace Officers
 - o Support:
 - [AB 2123](#) (Cervantes) would give local governments an additional 90 days to engage the public about district-based elections and implement the change within 6 months.
 - [AB 2491](#) (Cooley): Vehicle License Fee Adjustment Amounts
 - [AB 2268](#) (Reyes): Property Tax Revenue Allocations: Vehicle License Fees
 - o Watch:
 - [AB 3037](#) (Chiu) Community Redevelopment Law
- There also is an initiative currently gathering signatures that would require local governments to increase the voter-approval threshold to raise new fees to two-thirds instead of a 50% +1 vote for general taxes. The initiative would also retroactively nullify local taxes imposed in 2018 unless the measure received a two-third's voter approval.

RIVCOconnect Presentation: Riverside County Broadband Initiative

- RIVCOconnect is a multi-jurisdictional effort to bring Gigabit fiber to every home, business and institution across 87 incorporated and unincorporated areas of Riverside County without having a direct cost to taxpayers. The County has adopted a broadband policy and published a Broadband Master Plan outlining a regional plan of action.
- After meeting with several telecommunications providers, however, the County determined that Internet Service Providers (ISP's), are not interested in committing to new local efforts without public funds. ISP's are also not willing enter into a partnership that will set a precedent, which would be difficult to replicate nationally. Moving forward, the County will continue to advocate for high-speed county-wide broadband by working with current service providers and leveraging the existing assets in the County.
- Another service the County provides is collection and donation of used IT equipment to nonprofit and other community serving organizations.
- For more information, please contact Tom Mullen II, Chief Data Officer, County of Riverside tmullen@rivco.org, (951) 955-1850.

Regional Streetlight Program Advances

- Through the Regional Streetlight Program, WRCOG is helping 11 jurisdictions acquire their Southern California Edison (SCE) - owned streetlights (nearly 48,000 in total) and retrofit them to energy efficient LED bulbs. The California Public Utilities Commission (CPUC) has approved 8 of the 11 participants' agreements. The agreements for the remaining 3 jurisdictions are still being reviewed.
- The next step for participating jurisdictions who have received CPUC approval is for SCE to initiate the transition process of the streetlights. Staff will maintain those jurisdictions updated on the transition process over the next few months.
- The Executive Committee approved the authorization for the Executive Director to enter into contract negotiations with the recommended LED fixture providers: California Electric Supply and General Electric.

Public Service Fellowship Update

- The second Round of the Fellowship is now complete; Fellows placed throughout member jurisdictions worked from July 2017- March 30, 2018.
- To staff knowledge to-date, 3 Fellows have been employed by their host agencies; 3 others have secured employment with a separate jurisdiction from where they completed their Fellowship, but still within Western Riverside County; and 4 others have been accepted into prestigious Master's programs.
- Staff will be recognizing outgoing Fellows at a completion reception on Thursday, April 19th, 2018 from 11:30 a.m. – 1:00 p.m. at the Grier Pavilion located on the seventh floor patio of Riverside City Hall.
- Staff will be vetting and interviewing candidates for the next Round from April through May and will provide member agencies with a list of potential matches in June. The next Round of Fellows will begin the program in July of this year and complete their hours by March of 2019.

Upcoming Events

- April 18, 10:00 a.m. to 5:00 p.m.: the League of California Cities will host its annual Legislative Action Day at the Sacramento Convention Center & State Capitol. The conference is a special opportunity to gather and network with local officials and address local priority issues to the Legislature and Administration. Register [here](#).
- May 11, 8 a.m. to 12 p.m.: WRCOG, in conjunction with the Contra Costa Transportation Commission, will hold a tour of the Contra Costa County autonomous vehicle testing facility. The tour is free for WRCOG Executive Committee members. RSVP [here](#).
- June 21, 4 p.m. to 9 p.m.: WRCOG will host its 27th Annual General Assembly & Leadership Address featuring Steve Forbes at Morongo, free for WRCOG member jurisdictions. RSVP [here](#).



Western Riverside Council of Governments Administration & Finance Committee Meeting Recap

April 11, 2018

Following is a summary of major items discussed at the April 11, 2018, Administration & Finance Committee meeting. To review the full agenda and staff reports, please click [here](#). To review the meeting PowerPoint Presentation, please click [here](#).

FY 2018-2019 Committee Leaders Recommended

- The following Committee members were recommended for leadership positions in FY 2018-2019, to be confirmed by the General Assembly on June 21, 2018:
 - Chair: Supervisor Chuck Washington, County of Riverside, District 3
 - Vice-Chair: Councilmember Bonnie Wright, City of Hemet
 - 2nd Vice-Chair: Councilmember Laura Roughton, City of Jurupa Valley

Annual Community Service Awardees Recommended

- WRCOG will recognize leaders in regional community service at its 2018 General Assembly & Leadership Address is scheduled for Thursday, June 21 at the Morongo Casino, Resort & Spa.
- Based on nominees and feedback from Committee members, the following individuals will be recognized, upon confirmation by the Executive Committee on May 7, 2018: Supervisor Marion Ashley, District 5; Supervisor John Tavaglione, District 2; and Josiah Bruny, Music Changing Lives.

3rd Quarter Budget Amendments

- The Committee approved amendments to the 3rd Quarter FY 2017/2018 Budget, which included no net changes to the General Fund, Transportation Department, and Environment Department, and included a reduction in projected revenues to the Energy Department of \$1.8 million to reflect declining HERO Program volumes, primarily caused by market saturation and other PACE providers entering the market.

FY 2018/2019 Member Dues Approved

- The Committee voted to maintain the current WRCOG Member Agency Dues structure and allocation for FY 2018/2019, keeping it consistent with prior years.

Request for Proposals (RFP) Issuance Policy Adopted

- The Committee adopted a policy for issuing RFPs of certain budgets, following the same dollar thresholds as WRCOG's current Signature Authority policy:
 - No RFP is required if the resulting contract is \$50,000 or less;
 - An RFP is required if the resulting contract is between \$50,000 and \$100,000, unless the Executive Director makes certain findings; and
 - An RFP is automatically required for any contract in excess of \$100,000.

RCHCA Takes Step Towards Full Consolidation with WRCOG

- The Committee direct 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, based on success and efficiencies experienced thus far under the operating agreement between WRCOG and RCHCA.

Changes Considered to Executive Committee Alternates Provisions

- Staff reviewed language in WRCOG's Joint Powers Agreement (JPA) and Bylaws in comparison with other regional agencies' governing documents to determine best practices for designating alternates for Executive Committee (City, County, and other Agency) members.
- The Committee directed staff to conduct further research and return with sample language to be potentially amended into the JPA.

Agency Compensation Study

- WRCOG's consultants, Koff & Associates, presented the results of a comprehensive analysis of WRCOG's total compensation practices, including salaries and benefits, which compared WRCOG against 12 other agencies.
- The Study found that WRCOG's beginning salary steps are 36.5% below the market median, and that WRCOG's top salary steps were 2.8% below the market median. It also found that for nearly every staff position, WRCOG ranked last in terms of overall dollar amount provided to benefits for employees. Lastly, WRCOG's total compensation (salaries plus benefits) were examined against the 12 comparators, and found that WRCOG was 6.5% below the market median.
- Staff was directed to take steps to bring WRCOG in line with the average of compared agencies.

Draft FY 2018-2018 Agency Budget

- WRCOG presented the first of two reports to the Admin & Finance Committee on the Agency's Budget for the upcoming fiscal year.
- Staff presented a balanced budget with total Agency revenue for FY 2017/2018, plus transfers from other departments for overhead, projected to be \$60,352,792, against total Agency expenditures of \$55,713,343.

Experience Regional Innovation Center – this item was continued to a future meeting



Western Riverside Council of Governments Technical Advisory Committee Meeting Recap April 19, 2018

Following is a summary of key items discussed at the last Technical Advisory Committee meeting. To review the full agenda and staff reports for all items, click [here](#). To review the meeting PowerPoint presentations, click [here](#).

Bi-County Healthy Development Checklist is Finalized

- The Riverside University Health System presented a Checklist which can be used as a guide for planning staff and developers.
- Funded by WRCOG BEYOND, the authors collected feedback from stakeholders across the Inland Empire including WRCOG's Planning Directors Committee, the San Bernardino Council of Governments, and San Bernardino Public Health.
- The Checklist supports a requirement of County of Riverside General Plan to include a Health Element and a Healthy County Resolution; San Bernardino County is doing similar work.
- Topic areas include active design, neighborhood connectivity, public safety, and access to healthy food.

Senate Bill 1 Implementation Gears Up

- Anne Mayer, Executive Director, RCTC, discussed SB 1 funding and current efforts to repeal it. She also provided a brief overview of Proposition 69 which will be considered on the ballot this June. Proposition 69 will guarantee that funds from transportation be allocated to transportation programs and not be diverted to non-transportation uses.
- SB 1 is regarded as a "fix it first" program which will stabilize transportation funding and focus funding on system maintenance.
- SB 1 will provide \$48 million in formula funding for projects in Riverside County in 2018 and more than \$100 million in 2019. If SB 1 is repealed, that funding for projects will be gone and many projects in Riverside County will not be completed.
- An SB 1 implementation workshop will be held in Los Angeles on Friday, May 18th.

The TUMF Calculation Policy is Being Updated

- Staff presented options (that have also been discussed with the Public Works Committee) that could be implemented to reduce / eliminate TUMF Program calculation errors. While errors in calculating TUMF and/or interpreting TUMF exemptions occur infrequently, when they do happen they can cause friction between WRCOG and the jurisdiction, between the jurisdiction and the developer, or both. New language in the TUMF Administrative Plan could help to alleviate calculation errors. It states that, "If first vetted through WRCOG staff in writing, the calculation is not subject to additional review."

- In 2015, an online fee calculation tool was created, but never implemented. At that time, staff was working on the Nexus Study. Staff will refocus their attention on this tool and will be sharing this information with the Public Works Committee. One element staff wants to add to that tool is the ability to generate reports. Jurisdictional staff and the development community will have access to this tool.
- Having WRCOG staff be responsible for calculating all TUMF obligations, similar to how calculations occur by water districts and schools, for example, could alleviate this issue. Staff will explore it more and report back with any proposed course of action.

Western Community Energy Update

- Staff provided a presentation on Community Choice Aggregation (CCA) efforts that are ongoing throughout the state, and summarized the success of the 10 operational CCAs. Several CCA efforts are underway in Riverside County, including in San Jacinto, the unincorporated area, and the new Desert Community Energy CCA that is operating in the Coachella Valley. In all, jurisdictions representing approximately 65% of SCE territory is examining CCA implementation.
- Staff reiterated the benefits of CCAs, which include local rate setting, local input to rate setting, utility bill savings, choices for residents and businesses, and economic development.
- A website for the CCA being contemplated in Western Riverside County, called “Western Community Energy,” has launched. Visit <http://westerncommunityenergy.com/> to view excellent video FAQs, which provides answers to many common questions about CCAs.
- The so-called “exit fee” required of CCAs is NOT cost prohibitive. The exit fee assumed in WRCOG’s feasibility study was actually 30% higher than the current rate set by the California Public Utilities Commission, and there were still cost savings to be recognized.
- Staff encouraged jurisdictions to join and form the CCA as soon as possible in order to preserve the ability to launch and operationalize the CCA sooner, should the jurisdictions determine to move forward. Joining the CCA would not be a commitment to implement, but would provide for staff and elected officials to meet together in order to develop a consensus-based approach on whether to proceed.

SAWPA’s One Water One Watershed Plan and Forthcoming Prop 1 Water Grant Funding Opportunities

- SAWPA is in the midst of operating its Watershed Plan and has an open call for projects; jurisdictions are encouraged to submit requests.

Upcoming Events

- May 11, 8 a.m. to 12 p.m.: WRCOG, in conjunction with the Contra Costa Transportation Commission, will hold a tour of the Contra Costa County autonomous vehicle testing facility. The tour is free for WRCOG Executive Committee members. RSVP [here](#).
- June 21, 4 p.m. to 9 p.m.: WRCOG will host its 27th Annual General Assembly & Leadership Address featuring Steve Forbes at Morongo, free for WRCOG member jurisdictions. RSVP [here](#).



Western Riverside Council of Governments Public Works Committee Meeting Recap April 12, 2018

Regional Streetlight Program

- Tyler Masters, WRCOG Program Manager, provided an activities update on the Regional Streetlight Program. The Regional Streetlight Program will assist member jurisdictions with the acquisition and retrofit of their Southern California Edison-owned and operated streetlights. In September 2017, WRCOG released a Request for Quotations solicit suppliers interested in providing WRCOG's member agencies with LED lights for the replacement of jurisdiction-owned streetlights.
- Staff informed the Public Works Committee that General Electric was selected by the Evaluation Committee for lighting fixtures.
- On April 2, 2018 the WRCOG Executive Committee authorized the Executive Director to enter into contract negotiations with the California Electric Supply and General Electric.
- For more information, please contact Tyler Masters at tmasters@wrcog.us.

Active Transportation Plan

- Miguel Núñez, Fehr & Peers, provided a presentation on the Final Report of the western Riverside County Active Transportation Plan, which focuses on enhancing the non-motorized infrastructure throughout the region.
- The Final Report contains detailed project-level summary sheets providing information on individual facilities, supported by statistics, cost estimates, and feasibility outlines.
- The Final Report will be presented to the Public Works Committee in May for approval.
- For more information, please contact Christopher Tzeng at ctzeng@wrcog.us.

TUMF Calculation Policy

- Daniel Ramirez-Cornejo, WRCOG Senior Analyst, provided a presentation on four options developed by staff to avoid errors and issues related to TUMF assessment for development projects.
- Staff will provide the Public Works Committee with an update in May with additional details for the top two preferred options.
- Staff's recommendation regarding the topic is to move forward with an option that would at the very least have WRCOG sign off on exemptions of TUMF from any new development project.
- For more information, please contact Daniel Ramirez-Cornejo at dramirez-cornejo@wrcog.us.

Local Agency Interest in Big Data

- Christopher Gray, WRCOG Director of Transportation, provided a presentation on a big data initiative to assist the City of Temecula on the topic of congestion along the I-15.
- WRCOG and consultant, Fehr & Peers, have conducted analysis on traffic patterns as part of the "Move I-15 Through Temecula Valley Regional Task Force".
- For more information, please contact Christopher Gray at cgray@wrcog.us.

GoMentum Station Field Visit

- WRCOG will visit the GoMentum Station, a testing facility for autonomous and connected vehicle technology in Concord, California. The Contra Costa Transportation Authority and its partners use the GoMentum Station as a center for transportation research.
- The field visit is scheduled for May 11, 2018. WRCOG has secured spots for up to forty members of the WRCOG Committees. If interested in participating in this field visit, please contact Christopher Gray at cgray@wrcog.us.



Western Riverside Council of Governments Finance Directors Committee Meeting Recap April 26, 2018

Following is a summary of major items discussed at the April 26, 2018, Finance Directors Committee meeting. To review the full agenda and staff reports, please click [here](#). To review the meeting PowerPoint Presentation, please click [here](#).

3rd Quarter Draft Budget Amendment for Fiscal Year 2017/2018

- The single largest amendment was to the CA HERO revenue, which was reduced by \$1.8M, mostly due to market saturation and other financing options available to customers.
- Overall, no net increase to the Fiscal Year (FY) 2017/2018 budget for the 3rd Quarter.

Local Assistance Programs – BEYOND and Grant Writing

- Round I of the BEYOND Programs provided \$1.8M in funding for various projects. 32 projects were funded and as of this writing, 23 have been completed.
- Round II of BEYOND was broken into three categories, including \$75K for Health; \$175K for Team; and \$2M for Core. 51 projects were funded in this particular round.
- \$700K was set aside for WRCOG's Grant Writing Program. There were five areas targeted for grant acquisitions: Active Transportation, CalTrans Sustainable Transportation and Adaptation Planning, Affordable Housing and Sustainable Communities, electric vehicle and alternative vehicle and alternative fuel readiness or funding related to Clean Cities, and any new grant opportunities.
- If interested in Grant Writing Assistance, please contact Andrea Howard at ahoward@wrcog.us, or Chris Tzeng at ctzeng@wrcog.us.

FY 2018/2019 Agency Draft Budget

- The FY 2018/2019 Agency budget will present revenues and carry forward funds transferred in of \$60.3M against expenditures and overhead of \$55.7M.
- Mr. Ruiz explained that the budget is compiled by the four departments at WRCOG: Administration, Energy, Environment, and Transportation. All departments and programs are included in WRCOG's general fund with the exception of the TUMF Program, which is a Special Revenue Fund.
- The Administration Department projects a balanced budget for FY 2018/2019 with revenues and transfers in the amount of \$6.7M against revenues of \$6.7M.
- Staff is budgeting a very conservative 40% reduction in PACE revenues within the Energy Department, but staff is also optimistic that new PACE providers for both residential and commercial may provide a slight boost, but it is not expected that revenues will return to their peak amounts in FY 2015/2016. The Energy Department projects a balanced budget for FY 2018/2019, with revenues of \$5.4M against expenditures of \$5.2M.

- The Environment Department is a pass-thru account where funds received are the same amount as what is paid out. The Environment Department projects a balanced budget for FY 2018/2019, with revenues of \$368K against expenditures of \$368K.
- In the Transportation Department, revenues within the TUMF Program are anticipated to be higher, coming in at \$45M for FY 2018/2019. The Transportation also projects a balanced budget with revenues of \$47.2M against expenditures of \$42.8M.

Report from WRCOG's Chief Financial Officer

- WRCOG's annual General Assembly will be on Thursday, June 21, at Morongo Casino Resort & Spa. The keynote speaker will be Steve Forbes and each Member Agency will be given a table of 10 at the event.

Items for Future Agenda

- The Finance Directors Committee expressed an interest in hearing a presentation on the topics of cannabis and housing. These two topics will be brought forward at the July meeting.

Next Meeting

- The next meeting of the Finance Directors Committee will convene on Thursday, July 26, 2018 at WRCOG's office, located at 3390 University Avenue, Suite 450, Riverside.

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Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Experience Regional Innovation Center Feasibility Analysis Update

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

Date: May 7, 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 and presentation slides 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 and presentation slides 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 and presentation slides 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

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 received and filed.

Fiscal Impact:

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

Attachments:

1. Steering Committee Meeting #1 Notes and Presentation Slides.
2. Steering Committee Meeting #2 Notes and Presentation Slides.
3. Steering Committee Meeting #3 Notes and Presentation Slides.

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Item 5.L

Experience Regional Innovation
Center Feasibility Analysis Update

Attachment 1

Steering Committee Meeting #1
Notes and Presentation Slides

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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



Feasibility Study for EXPERIENCE – A Regional Innovation Center

Steering Committee Meeting #1
January 22, 2018

Today's Agenda

- Introductions
- EXPERIENCE – Origin and Current Ideas
- Purpose of this Study – Future Path for EXPERIENCE
- Role of the Steering Committee
- Timeline
- Background on Other Relevant Models
- Goal Setting by the Committee



Costal Roots Farm, Encinitas



The Springs Preserve, Las Vegas

Introductions

- WRCOG Staff
 - Rick Bishop
 - Jennifer Ward
 - Chris Gray
 - Andrea Howard
- Team Collaborators
 - Alexa Washburn, National Core
 - Karen Gulley, PlaceWorks
 - Scott Ashlock, PlaceWorks
 - Eric Carbonnier, HMC Architects
 - Eera Babbtiwale, HMC Architects



Introductions

- Steering Committee Members
 - WRCOG Executive Committee
 - Invited Guests/Advisors

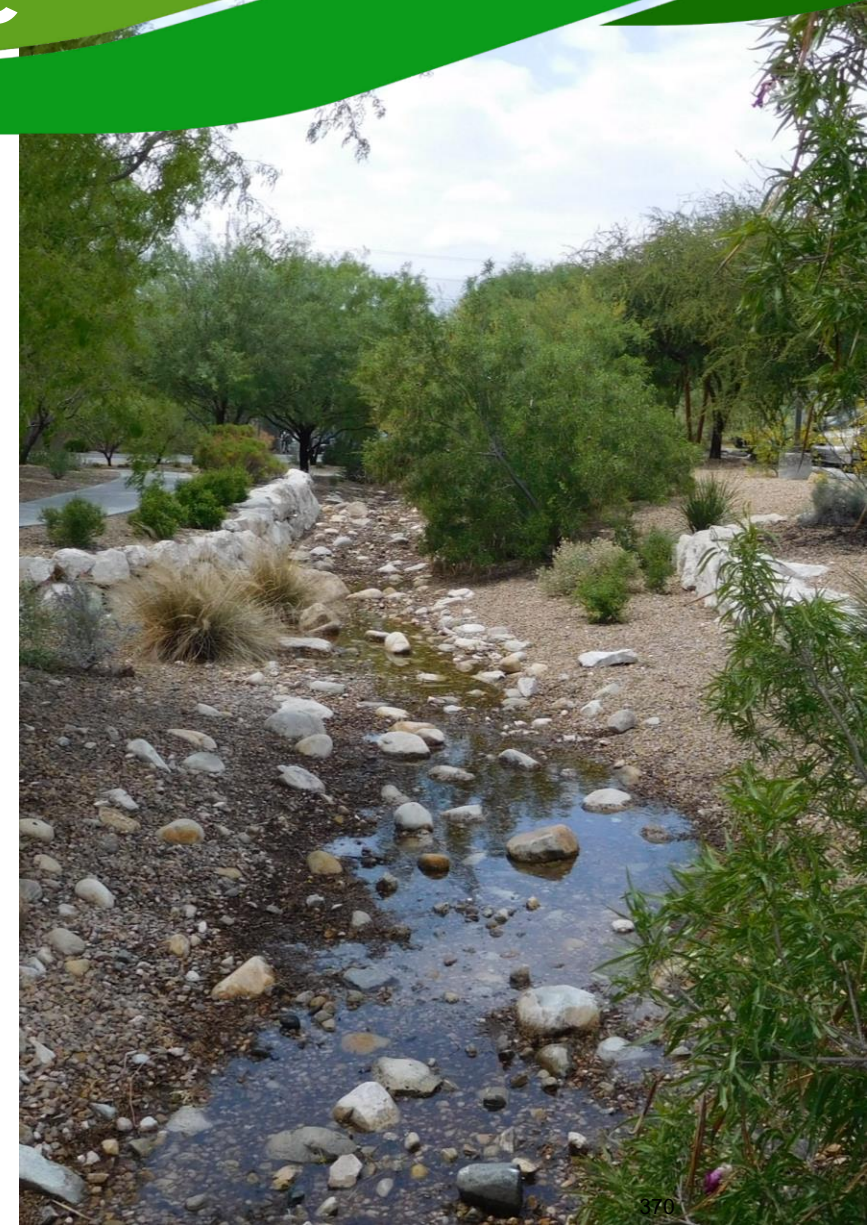
Purpose of the Study

- Define mission/goals of EXPERIENCE
- Conceptually define program and building elements
- Evaluate feasibility based on four alternative sites
- Identify potential financing and partnership arrangements



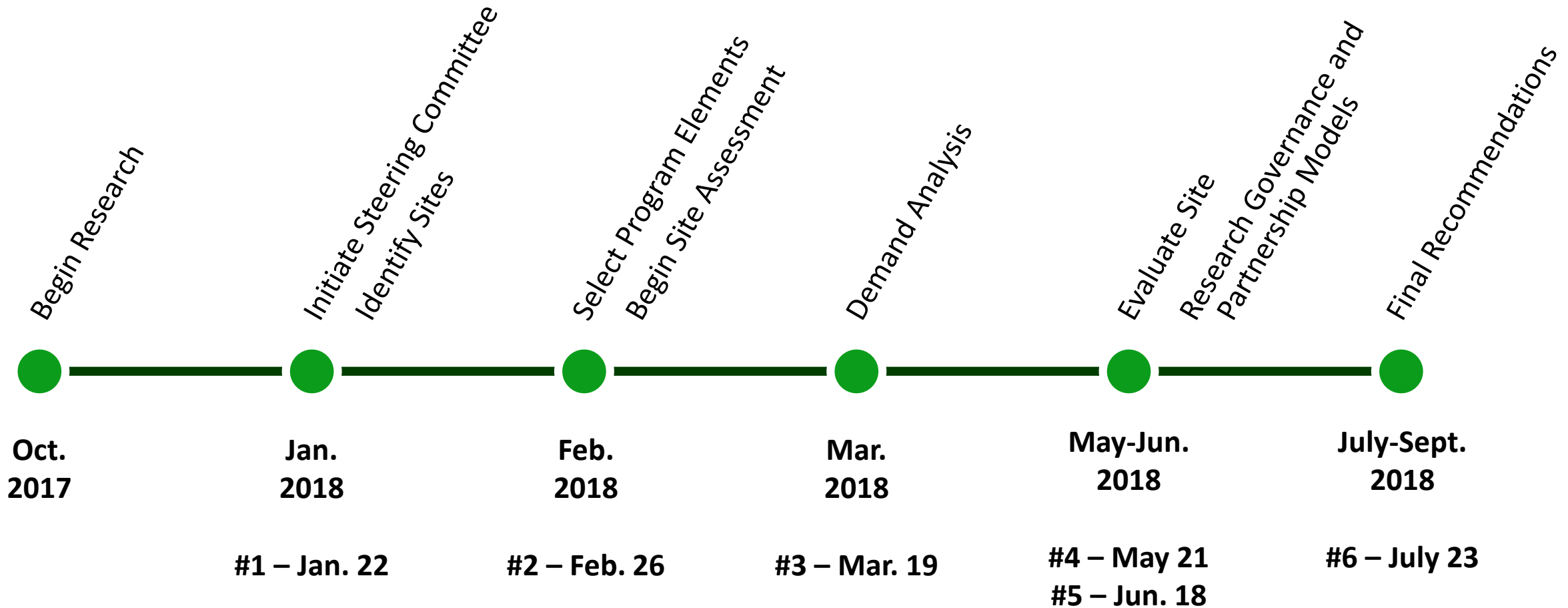
Role of the Steering Committee

- Provide input, ideas, and feedback to team
- Meeting #1 – Learn about other “centers” and establish goals for EXPERIENCE
- Meeting #2 – Q&A with other operators
- Meeting #3 – Select program elements to evaluate
- Meeting #4 – Site assessment and demand analysis
- Meeting #5 – Alternative governance, operations, and partnerships
- Meeting #6 – Final recommendations



The Springs Preserve – Creek Restoration

Schedule



Note: #1 represents Steering Committee Meeting

Relevant Models

- Identified examples (refer to spreadsheet handout)
- Others to consider? Other information to gather?
- Examples are grouped by purpose:



Educational/Community Serving



Research



Economic Development Focused

- Overview of programs



The Springs Preserve – Children's garden



Sycamore Creek Interpretive Center, Temescal Valley

Educational/Community Serving Models

The Frontier Project, Rancho Cucamonga – Demonstration of water and energy conservation



Riverbed Farm, Anaheim – Hydroponics demonstration, food banks



Alliance Center, Denver – Space to convene and connect organizations and community leaders



Energy Education Center, Irwindale – classes, workshops for public

Educational/Community Serving Models

*Quail Hill, Irvine –
Children's garden*



*Quail Hill –
Interpretive trail*



*The Springs
Preserve – Farm
to table dining*



*Sycamore Creek
Interpretive Center – Youth
science exploration*



Research Models

*The Lyle Center for
Regenerative Studies, Cal Poly
Pomona – green roof cooling
research*



*The Lyle Center –
Passive heating
and cooling
research*



*Alegria Fresh
Farm - Vertical
farming research*



Economic Development Models

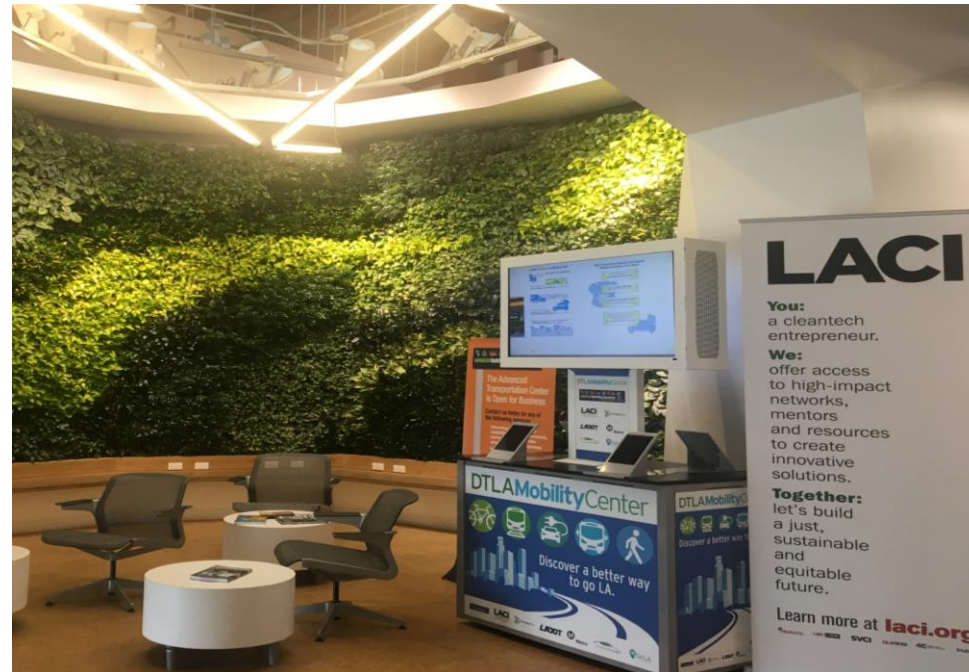
**Net Zero Plus
Electrical Training
Institute, Los
Angeles – High
Tech Building
demonstrations
and training**



**Portland
Incubator
Experiment –
Co-working
space for start-
ups**



**David Brower
Center, Berkeley –
Hosts 30 non-
profit
organizations re
environmental
challenges**



**Los Angeles
Cleantech
Incubator (LACI) –
Accelerates the
commercialization
of clean
technologies and
the success of start-
up businesses**

Steering Committee Discussion

- Input on Initial Working Goals
- Develop Working Mission Statement

Riverbed Farm Mission: *To empower and educate the community on using responsible agricultural methods.*

Lyle Center: *To convene diverse groups committed to catalyzing pro-environmental change by matching technology with need.*

Riverside-Corona Resource Conservation District Mission: *To encourage residents to practice natural resource stewardship at home, work, and community.*

Portland Incubator Mission: *To serve as a curated co-working space, a community event space, a startup accelerator, a flashpoint for corporate innovation, and a home-away-from-home for startup types.*

Next Meeting

- February 26, 2018 @ The Frontier Project
- Q&A with representatives from: The Lyle Center, The Frontier Project, and the Los Angeles Cleantech Incubator (LACI)
- Tour of Frontier Project following the meeting



The Lyle Center for Regenerative Studies, Cal Poly Pomona



La Kretz LACI Innovation Campus, Los Angeles

Item 5.L

Experience Regional Innovation
Center Feasibility Analysis Update

Attachment 2

Steering Committee Meeting #2
Notes and Presentation Slides

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Feasibility Study for EXPERIENCE A Regional Innovation Center

Steering Committee Meeting #2 Summary
February 26, 2018 | 10:30 AM- 12:00 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; 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.



Feasibility Study for EXPERIENCE – A Regional Innovation Center

Steering Committee Meeting #2
February 26, 2018

Today's Agenda

- Introduction to EXPERIENCE
- Speaker Presentations and Q&A
 - Dr. Brown - Lyle Center
 - Mike Swords - LACI
 - Kristeen Farlow - Frontier
- Open Forum
- Concluding Remarks
- Frontier Project Tour



EXPERIENCE Steering Committee Meeting #1

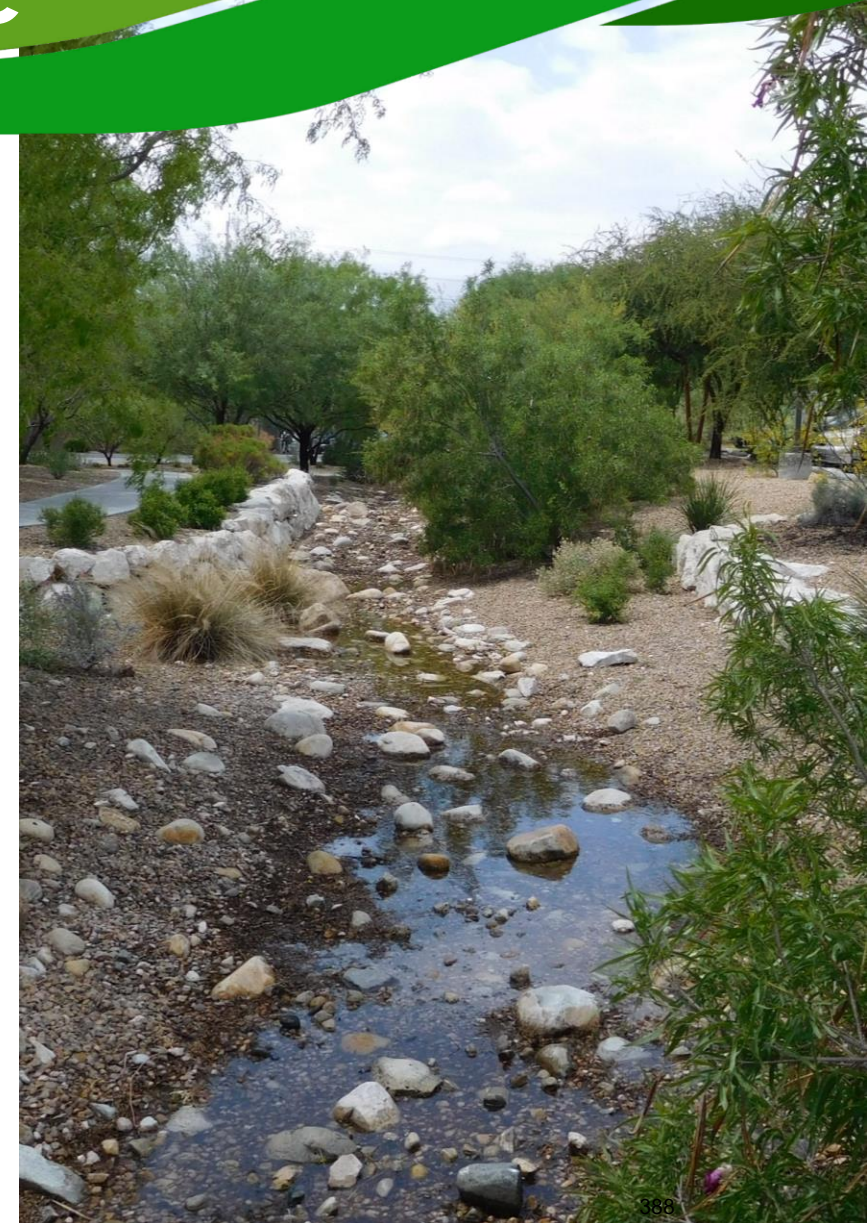
Purpose of the Study

- Define mission/goals of EXPERIENCE
- Conceptually define program and building elements
- Evaluate feasibility based on four alternative sites
- Identify potential financing and partnership arrangements



Role of the Steering Committee

- Provide input, ideas, and feedback to team
- Meeting #1 – Learn about other “centers” and establish goals for EXPERIENCE
- Meeting #2 – Q&A with other operators
- Meeting #3 – Select program elements to evaluate
- Meeting #4 – Site assessment and demand analysis
- Meeting #5 – Alternative governance, operations, and partnerships
- Meeting #6 – Final recommendations



The Springs Preserve – Creek Restoration

Speaker Presentations and Q&A



Lyle Center for
Regenerative Studies



Los Angeles Cleantech
Incubator (LACI)



Frontier Project

Kyle D. Brown, Ph.D., ASLA
Lyle Center for Regenerative Studies





A Collective Impact Toward a Sustainable Future Since 1994



Pillars of Lyle Center Mission



Education



Research



Demonstration



Outreach









395





A Collective Impact Toward a Sustainable Future Since 1994



Mike Swords, VP Government Relations Los Angeles Cleantech Incubator (LACI)





OUR MISSION

LACI is creating an inclusive, green economy

OUR STRATEGY

UNLOCKING INNOVATION



TRANSFORMING MARKETS



ENHANCING COMMUNITY





OUR PRIORITY AREAS

MOBILITY & GOODS MOVEMENT



CLEAN ENERGY SMART GRID



SMART CITIES



TO POSITIVELY IMPACT LA'S...

GHG EMISSIONS



AIR QUALITY AND EQUITY



JOBS & ECONOMY





UNLOCKING INNOVATION

67

START UPS
SERVED BY LACI

207

PATENTS
FILED

1500

JOBS
CREATED

\$132M

INVESTED

\$214M

IN REVENUE

\$335M

IN ECONOMIC
VALUE

History

- PPP Founded by City of LA in October 2011
- City's primary objective: To revitalize industrial core through the creation of a cleantech cluster = "Cleantech Corridor"
- Independent non-profit, run by entrepreneurs, partnering w/LADWP and the City of Los Angeles
- La Kretz Innovation Campus: 60,000sf (30,000 for LACI + 30,000 for labs/demonstration space/prototyping space + LADWP owned)

Key Stakeholders

- City of LA Mayor's Office
- LA Department of Water & Power (LADWP)
- UCLA, USC, Caltech, JPL, Cal State Northridge (CSUN)
- Los Angeles County Economic Development Corporation (LAEDC), LA Chamber of Commerce, LA Business Council (LABC)
- Los Angeles County
- State of California
- Federal Government
- Port of Los Angeles, Metro, Metropolitan Water District (MWD), Southern California Edison (SCE)
- Industry partners
- Financial institutions (JP Morgan, Wells Fargo)



Sources of Funding

- City funding
- State funding
- Federal funding
- Corporate sponsorship
- Contract for hire
- Philanthropy
- Events
- Tenant fees
- Equity stake in companies

Examples of Clean Technologies in the LACI Portfolio

- Energy efficiency
- Energy storage
- Home energy management
- Online solar marketplace
- Efficient lighting
- Advanced transportation
- Goods movement
- Water leak detection
- Electronic waste recycling
- Sustainable consumer goods
- Controlled environment agriculture



THE LA KRETZ INNOVATION CAMPUS

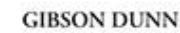
60,000 Sq. ft. – Incubator, Labs, Prototyping, Learning

La Kretz Innovation Campus

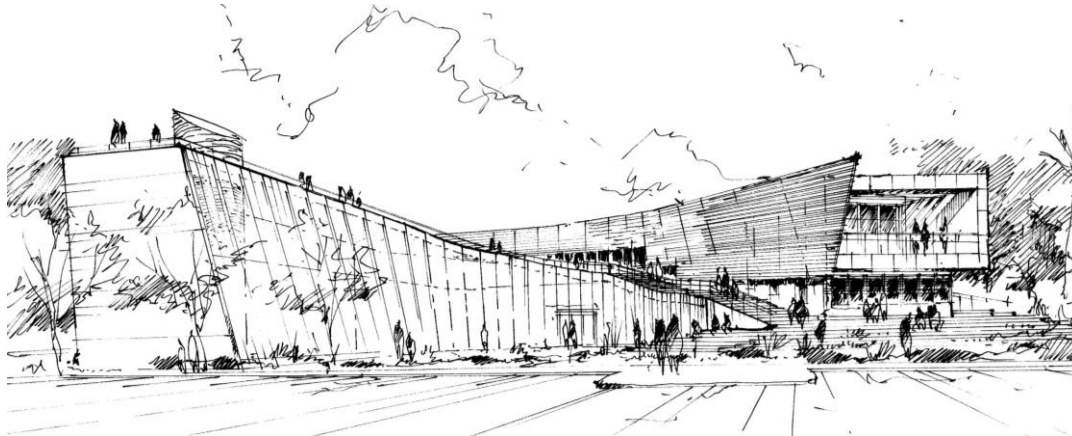
- 3.2 acre footprint
- 60,000sf under roof / 30,000sf for LACI
- LACI = 230 desks/100+ companies/organizations
- 3D print shop, water jet, robotics lab, wet lab, welding shop, electronics lab, energy efficiency lab
- Training center (40 & 32 person classrooms)
- Transportation hub
- Building will house a micro-grid/180KW solar farm, one of a kind, UV grey water system
- LADWP testing and certification lab
- Smart Home demonstration area

Partners

JPMORGAN CHASE & Co.



Kristeen Farlow, MPA - Communications & Outreach Manager Frontier Project



Frontier Project Background and History

- ▶ Regional growth provided opportunities for demonstration
 - ▶ Need for office space for staff
 - ▶ Desire to demonstrate water efficiency to the community
- ▶ Create a destination in the region
- ▶ Cucamonga Valley Water District established a non-profit foundation to lead the development

the Frontier Project

- ▶ Opened Nov. 7, 2009
- ▶ A 14,000 square foot building on a one-acre site
- ▶ Demonstration landscapes
- ▶ Office space, technology gallery, conference facilities, demonstration kitchen, green roof
- ▶ LEED® Platinum from U.S. Green Building Council



Educational Resource Center

- ▶ Meeting spot for regional training in water, electricity, and sustainable design.
- ▶ Connection to local colleges and universities.
- ▶ Connection to high school students.
- ▶ Landscape Demonstrations.
- ▶ Low-water use examples of appliances and fixtures.
- ▶ Residential trainings, special events, and tours.
- ▶ Over 10,000 visitors in the first year!



Ongoing programming

- ▶ Tours
- ▶ Annual Earth Day Celebration
- ▶ Monthly Southern California Edison Workshops
- ▶ Weekly American Water Works Association Workshops
- ▶ CVWD Workshops and Classes
- ▶ Other regional classes and trainings
- ▶ Corporate partners and sponsors



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Item 5.L

Experience Regional Innovation
Center Feasibility Analysis Update

Attachment 3

Steering Committee Meeting #3
Notes and Presentation Slides

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Feasibility Study for EXPERIENCE A Regional Innovation Center

Steering Committee Meeting #3 Summary
March 19, 2018 | 11:00 AM- 1:00 PM

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

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 Muhu, 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.



Feasibility Study for Experience – A Regional Innovation Center

Steering Committee Meeting #3
March 19, 2018

Today's Agenda

- Introduction
- Debrief from Meeting #2
- Opportunities to Collaborate with Other Institutions
- Refine Mission Statement
- Define Programming



Meeting #2 Speakers: Representatives from the Frontier Project, Los Angeles Cleantech Incubator (LACI), and Lyle Center for Regenerative Studies

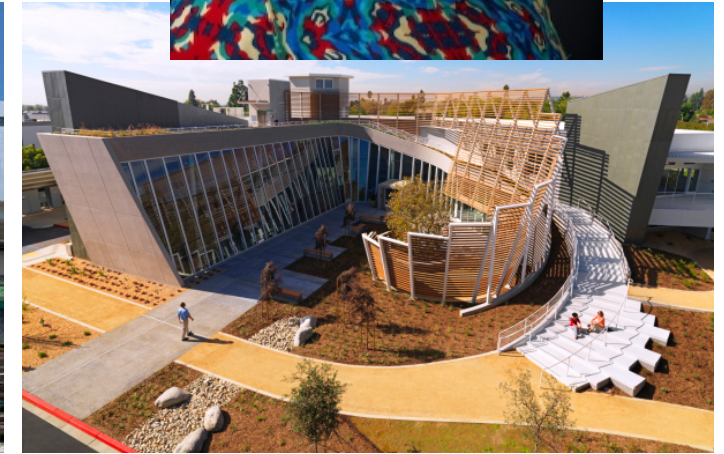
Meeting 2: Presentations and Tour



Lyle Center for
Regenerative Studies



Los Angeles Cleantech
Incubator (LACI)



Frontier Project

Opportunities to Collaborate

- Build on Existing Programs
- Identify how Experience can Support (showcase, provide space, etc.)
- Build on Riverside's Strengths



UCR Industry Attraction Study

- Purpose: Capitalize on CARB
- UCR Strength's for Attracting “Clean and Green” Industries:
 - Clean Air
 - Green Energy
 - Synergies between Technology/Engineering, Agriculture and Environment
 - Transportation & Intelligent Systems
 - Healthcare

UCR Industry Attraction Study

Key Steps

- Retain Homegrown Talent
- Reach out to Existing Partners (with license agreements, etc.)
- Engage Firms with Research Compatibility

Innovation and Entrepreneurship

Entrepreneurial Education

- Customer discovery
- Business plan development
- Entrepreneur showcase
- Networking
- Presentation skills

Capital

- Proof of concept funding
- Highlander Venture Fun
- SBIR/STTR assistance



Specialized Mentorship

- I-corps certified instructors
- Mentors
- Advisors
- Entrepreneurs in Residence

Infrastructure

- Entrepreneur toolkit
- Incubation
- Access to community



Training



Coaching



Access to Funding



Incubation

- UCR has developed an integrated approach to the commercialization of early stage technology.
- It has led to securing federal, state and private funding to expand services to small businesses in the whole region.

UCR/EXPERIENCE Potential

- Potential to showcase/demonstrate innovations
- Need for more co-working space
- Need for more lab space for research, prototyping, etc.

In Summary:

EXPERIENCE could be the “Public Face” of what is happening in the academic & business world related to innovation.



Partners in Education

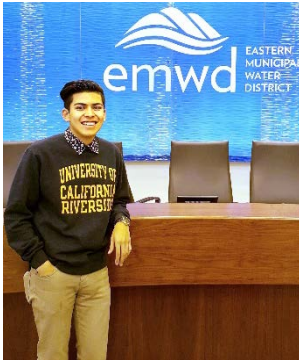
Ronald W. Sullivan, Board of Directors

Paul D. Jones II, P.E., General Manager

March 19, 2018

EXPERIENCE

A place that helps position our region for the future by connecting people to education, collaboration, and opportunities that address the region's challenges and optimize its riches



Educational Partnerships:

Higher Education Partnerships

- Mount San Jacinto College
 - Water Technology Classes at EMWD
- Cal State San Marcos, Temecula
 - Environmental Leadership Institute Advisory Board
 - Environmental Leadership Academy
- University of California, Riverside
 - Research partnerships on rate structure, recycled water quality study
 - Intern partnerships with School of Public Policy
- University of California Cooperative Extension
 - Partnership with Master Gardeners
 - Partnership with School of Public Policy



Educational Partnerships: College Students and Graduates

- Paid Internships for College Juniors and Seniors
(More than 150 interns since 1991)
- Paid CivicSpark Water Corps Fellowship for Graduates
A Governor's initiative AmeriCorps program for local governments to build capacity to address community resilience issues such as water resource management and climate change



Educational Partnerships: K-12 Schools

- 11 school districts (125+ schools)
- Programs (reach 60,000 students/year)
 - In-services and field trips
 - Wetlands education center
 - Water district facilities tours
 - Interagency activities
 - Solar Cup Boat Building
 - Write-Off Contest
 - School and community gardens
 - Water bottle fill stations
 - Orange Vista High School, Perris
(Viticulture Program underway)



Educational Partnerships:

Youth Ecology Corps Work Experience (Ages 18-24)

- In Partnership with Riverside County Workforce Development Board
- Three Youth Opportunity Centers (150+ youth since 2013)
 - ResCare, Moreno Valley
 - ResCare, Perris
 - California Family Life Center, Hemet
- Programs
 - Office and field assistants
 - “Water 101” workshops / tours
 - Professional development



Educational Partnerships: The Business and Civic Community

- Water Leaders Academy - Engages Civic and Elected Leaders
- The Business Outreach Program
 - Encourages local contractors and vendors to bid on EMWD projects / contracts
 - \$398 Million Capital Improvement Program



The Immediate Region's Challenges and Riches

Challenges

- Trade schools
- Science, Technology, Engineering, Art, and Math Stimuli
- Career paths
 - Entry level jobs that lead to careers / self-sufficiency
 - High paying professional jobs
- Meeting space for large audiences

Riches

- Accessibility to major transportation network
- High visibility and connectedness
- Engaged K-12 education
- Community colleges and 4-year colleges
- Diversity
- Growing economy and population
- Room to grow!

Regional Opportunity

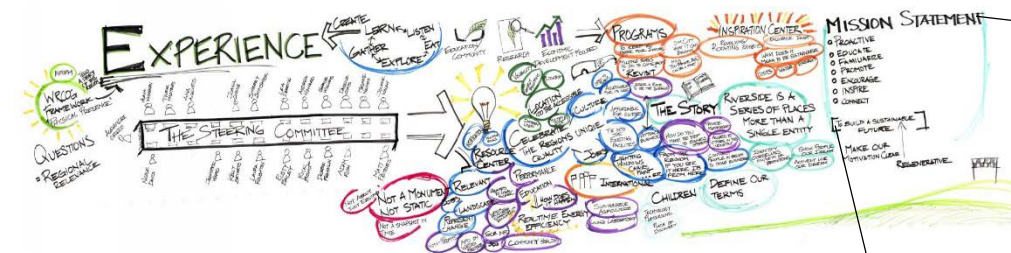
- EMWD is located in an area only 38 percent built out
- Tremendous opportunity to influence how the region will develop
- This will affect not only contiguous Inland Empire areas...
- It will affect surrounding counties, as well





Contact Information

Ronald W. Sullivan, Board of Directors
Paul D. Jones II, P.E., General Manager
(951) 928-3777



Nike: *To ^{what [inspire and innovate]}bring inspiration and innovation to every athlete in the world.*
^{who [every athlete]}

Starbucks: *To ^{what [inspire and nurture]}inspire and nurture the human spirit – ^{means [cup]}one person, one cup and one neighborhood at a time.*
^{Beyond [human spirit]}

Amazon: *To ^{who [customers]}be the most customer-centric company in the world, where people can find and discover anything they want to buy online.*

Ebay: *^{what [trading platform]}Provide a global trading platform where practically anyone can trade practically anything.*
^{who [customers]}

Lyle Center: *a collective impact toward a sustainable future, convening diverse groups thinkers committed to catalyzing pro-environmental change by matching technology and needs.*

why [sustainable future]

how [convening thinkers]

Means [matching technology and needs]

who

how [?]

Chevron: *To be the global energy company most admired for its people, partnership, and performance.*

why [to be admired]

PIE: *To serve as a curated co-working space, a community event space, a start-up accelerator, a flashpoint for corporate innovation, and a home away from home for start-ups*

who

means

Patagonia: *Build the best product, cause no unnecessary harm, use business to inspire and implement solutions to the environmental crisis.*

why [env crisis solutions]

How?

Sea Sheppard: *end the destruction of habitat and slaughter of wildlife, conserve and protect ecosystems and species.*

why [conserve and protect]

how [implied - software]

Microsoft: *To empower every person and every organization on the planet to achieve more*

why [MS wants you achieve more]

Emotional
About something greater than the organization
Mission & Vision
Succinct
Direct

Draft Mission Statement

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.

Indoor and Outdoor Programming

Purpose: To select/prioritize program elements to be evaluated

- Demand Analysis
- Financial Underpinnings Analysis
- Site Feasibility
- Governance/Partnership/Operations Evaluation

Next Meeting

- May 21st, 11 am – 1 pm
 - Present Opportunities and Constraints of the 4 Sites
 - Present Demand Analysis



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Western Community Energy Activities Update

Contact: Barbara Spoonhour, Director of Community Choice Aggregation Development,
bspoonhour@wrcoq.us, (951) 405-6760

Date: May 7, 2018

The purpose of this item is to provide the Committee with an update on the status of implementing Western Community Energy (WCE), a Community Choice Aggregation for participating jurisdictions in the subregion.

Requested Action:

1. Receive and file.

Community Choice Aggregation (CCA) allows cities and counties to aggregate their buying power to secure electrical energy supply contracts on a region-wide basis. In California, CCA legislation (Assembly Bill 117, Chaptered in 2002) allows for local jurisdictions to form a CCA, and several jurisdictions throughout California are pursuing the formation of CCAs as a way to provide local control in rate-making, and lower energy costs for businesses and residents.

A CCA allows a local government – either alone or as a group of jurisdictions in a Joint Powers Authority (JPA) – to purchase power on behalf of its community, while utilizing the delivery system of the investor owned utility, in this region's case Southern California Edison (SCE). A CCA provides a choice for the community which it does not currently have (unless their community is served by a separate public utility). Instead, the majority of residents and businesses in Western Riverside County only have one option, to get power from SCE under the rates SCE offers. Under a CCA, residents and businesses have the ability to choose from new rates and power sources (that are often more renewable) offered by the CCA, or they can choose to stay with SCE. Local jurisdictions, by participating in a CCA, allow for their businesses and residents to voluntarily make these choices.

Importantly, a CCA also provides local control over rate setting and programs by locally elected city councilmembers and Board of Supervisors members. Rates and programs would be designed and implemented at the local level, at local public meetings, where members of the public who are living within the CCA boundaries can readily participate. In contrast, SCE currently sets its rates through the California Public Utilities Commission (CPUC) in San Francisco.

Western Community Energy Update

WRCOG staff has been providing presentations to local jurisdictions during city council meetings, workshops, and other avenues to discuss the CCA concept and the steps taken to explore and move forward with the formation of a CCA in Western Riverside County, and will continue to do so as requested.

At this time staff believes that the most prudent and effective path forward is for jurisdictions to join the CCA so that they can then work together to more closely examine remaining issues and, together, determine whether to actually operationalize the Agency and provide services to their businesses and residents. Importantly,

joining the CCA is not a commitment to implement the CCA, but, as explained below, it will provide flexibility to operationalize sooner rather than later; waiting to form a CCA could restrict implementation timeframes.

Major points of Emphasis:

Feasibility Study concluded that CCA would provide rate savings to businesses and residents: In January 2016, the Executive Committee directed staff to study the potential formation of a CCA Program, and on February 6, 2017, the Executive Committee accepted a Feasibility Study which concluded, using very conservative assumptions, that the launch of a CCA **would yield savings** to CCA participants (i.e., residential and business consumers of electricity). WRCOG staff was directed to develop a CCA as a separate agency from WRCOG, but would initially use WRCOG resources to provide cost efficiencies.

	Estimated Annual Revenue to SCE (millions) (2015 data, 2018 rates)	2% Potential Savings per year (millions)
Calimesa	~\$8.5	~\$0.2
Canyon Lake	~\$12.8	~\$0.3
Corona	~\$163.2	\$3.3
Eastvale	~\$39.4	~\$0.8
Hemet	~\$87.9	~\$1.8
Jurupa Valley	~\$96.4	~\$1.9
Lake Elsinore	~\$47.7	~\$1
Menifee	~\$58.6	~\$1.2
Moreno Valley	~\$145.8	~\$2.9
Murrieta	~\$96.4	~\$1.9
Norco	~\$26.6	~\$0.5
Perris	~\$52.3	~\$1
Temecula	~\$109.9	~\$2.2
Wildomar	~\$22	~\$0.4
TOTAL	~\$967.8	~\$19.4

CCAs are not new in California: CCAs are not a new concept, and the CCA being contemplated would not even be the first CCA in Western Riverside County. Nine CCAs are currently operating in California, and at least 10 more will commence operations in 2018. In fact, jurisdictions representing approximately 65% of the population in SCE's service territory are examining CCA formation.

In Riverside County, the Desert Community Energy CCA is formed, with three jurisdictions on board. The City of San Jacinto has begun to service load for its community through a CCA operated by the City of Lancaster. Riverside County unincorporated area has set up its CCA and plans to service load in 2018. In Los Angeles and Ventura Counties, 31 jurisdictions have recently joined Clean Power Alliance.

WRCOG member jurisdictions are encouraged to join WCE for the following reasons: Joining WCE does not lock in a City to implementation (there are many more steps that need to occur prior to launch) and joining WCE would allow the Agency to work with others in further examining and deciding whether to move forward.

CCAs are economic drivers: WRCOG member agencies regularly indicate that economic development is a top priority in the subregion. As CCAs form in adjacent communities, offering local control in rate setting, lower rates, and choices for residents and businesses, WRCOG jurisdictions stand to lose ground in the fight for new economic growth. Providing savings to community residents allows for them to spend monies in their communities, rather than having it default to their energy bill.

Local control is huge: By joining a CCA, a local jurisdiction immediately has a voice in rate setting and can work to tailor rates that can best benefit its community and region. Currently, local elected officials have no vote on rate setting, which occurs at the CPUC in Northern California.

Giving constituents options is important: When a jurisdiction joins a CCA, it is simply providing its residents and businesses with the ability to choose whether they, too, wish to participate in the CCA. Participation is completely optional; prior to launch, and during operations, the CCA will deliver notices to businesses and residents to inform them of the CCA and its rates, and provide them with the ability to choose.

Timing is critical: In February 2018, the CPUC adopted a Resolution that dictates when a CCA can begin operating. CCAs that formed and submitted their required Implementation Plans prior to March 1, 2018, are able to launch in 2019. Even though WCE had not yet submitted its Implementation Plan, vague language in the CPUC Resolution provides flexibility for CCAs that missed the March deadline to pursue a launch in 2019. However, CPUC staff has indicated that the longer WCE takes to establish its Agency structure and submit its Implementation Plan, the more difficult it will be to launch in 2019, thus potentially delaying a launch until 2020. By deferring action to join a CCA now, jurisdictions may not be able to offer these benefits to their constituents for several years because of State processes. Meanwhile, CCA's in adjacent communities could be drawing new businesses to establish new operations outside of the region.

Is the “Exit Fee” a deal-breaker? The Power Charge Indifference Adjustment (PCIA), or “Exit Fee,” is being raised by some as an unknown factor that should put the brakes on CCA formation. The “Exit Fee” is not new, and a fee is already in place for 2018. WRCOG's Feasibility Study / Business Plan used a highly conservative rate (over 30% above the current PCIA) in its analysis, and still shows that a CCA would benefit Western Riverside County. In fact, the PCIA fee used in the Feasibility Study is actually higher than what SCE states the PCIA should be.

Primarily because of the timing issue discussed above, WRCOG staff believes it is prudent for jurisdictions, in order to maintain maximum flexibility and options, to consider joining WCE this spring. At that time, they can work together through the remaining matters that need to be addressed before launching. Joining the CCA is not a commitment to implement and participate. Rather, it is a critical step to convene elected officials who are interested in CCA development to jointly determine whether and when to proceed.

Upcoming Events

The Business of Local Energy Symposium

June 4 – 5, 2018

Sheraton Hotel, Sacramento

The Center for Climate Protection, along with the Local Government Commission (LGC) and the Local Government Sustainable Energy Coalition (LGSEC) are organizing the 3rd Business of Local Energy Symposium. This year's theme, “Community Choice: Power with Purpose,” looks at accelerating CCA adoption, sharing best practices, and creating more benefits for communities. There will also be a pre-symposium workshop on the afternoon of June 4th on distributed energy resource (DER) projects that build local resiliency, provide unique customer services, and contribute to local economic development. For more information, please visit <https://climateprotection.org/business-local-energy-symposium-2018/>.

Prior Action:

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:

None.



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Nominations for WRCOG Chair, Vice-Chair, and 2nd Vice-Chair positions for Fiscal Year 2018/2019

Contact: Rick Bishop, Executive Director, rbishop@wrcog.us, (951) 405-6701

Date: May 7, 2018

The purpose of this item is to request that the Executive Committee consider recommendations for leadership positions on the Executive Committee for Fiscal Year 2018/2019 and forward recommendations to the General assembly for consideration on June 21.

Requested Action:

1. Recommend the following to the WRCOG General Assembly for leadership positions for Fiscal Year 2018/2019:

Chair: Chuck Washington, Supervisor, County of Riverside District 3
 Vice-Chair: Bonnie Wright, Councilmember, City of Hemet
 2nd Vice-Chair: Laura Roughton, Councilmember, City of Jurupa Valley

The Administration & Finance Committee acts as the nominating Committee for WRCOG's leadership positions on the Executive Committee. The recommendations from this Committee for the positions of Executive Committee Chair, Vice-Chair, and 2nd Vice-Chair for Fiscal Year 2018/2019 will be forwarded to the Executive Committee for consideration; the Executive Committee will forward its recommendations to the to the General Assembly for consideration on June 21, 2018.

Elected officials from WRCOG's member agencies were notified of the opportunity to nominate individuals for the WRCOG leadership positions on March 27, 2018; the deadline to nominate individuals was April 10, 2018. Staff presented the nominations received during that time period to the Administration & Finance Committee for consideration on April 11, 2018. The Administration & Finance Committee's recommendations for the positions are as follows:

Chair: Chuck Washington, Supervisor, County of Riverside District 3
 Vice-Chair: Bonnie Wright, Councilmember, City of Hemet
 2nd Vice-Chair: Laura Roughton, Councilmember, City of Jurupa Valley

Prior Action:

April 11, 2018: The Administration & Finance Committee provided recommendations for leadership positions of Chair, Vice-Chair, and 2nd Vice-Chair for Fiscal Year 2018/2019, to be considered by the Executive Committee on May 7, 2018, and by the General Assembly on June 21, 2018.

Fiscal Impact:

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

Attachment:

None.



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Report from the League of California Cities

Contact: Erin Sasse, Regional Public Affairs Manager, League of California Cities, esasse@cacities.org, (951) 321-0771

Date: May 7, 2018

The purpose of this item is to inform the Committee of activities undertaken by the League of California Cities.

Requested Action:

1. Receive and file.

This item is reserved for a presentation from the League of California Cities Regional Public Affairs Manager for Riverside County.

Prior Action:

April 2, 2018: The Executive Committee received and filed.

Fiscal Impact:

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

Attachment:

None.

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Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Fiscal Year 2018/2019 Agency Draft Budget

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

Date: May 7, 2018

The purpose of this item is to present the Agency's Draft Budget for Fiscal Year (FY) 2018/2019 and seek input from Committee members.

Requested Action:

1. Receive and file.

WRCOG's annual Budget is adopted every June by its General Assembly. Before adoption, the Budget is vetted through WRCOG's Committees for comment and direction. The Budget is assembled by the 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 Review Schedule

The Draft Budget for FY 2018/2019 will be presented for review in accordance with the following schedule:

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)

FY 2018/2019 Agency Draft Budget

The Draft FY 2018/2019 Agency Budget (Attachment 1) is presented by Departments (Administration, Energy, Environment, and Transportation) with each Department displaying their own programs.

Administration: The tab labeled "Administration Total" includes the standard Administration Program, as well as Government Relations. The majority of the revenues for the Administration Program is generated from 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, audit, banking, 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. Overhead is determined during the creation of the Budget and is simply the amount necessary to have revenues equal expenditures. Departments will show the amount of overhead they are paying in the General Operations line item. The amount provided by the various Departments will then be transferred out to the Administration Program to balance its Budget.

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

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

The California HERO PACE Program has declined in revenues and volumes in FY 2017/2018. WRCOG anticipates a continued decrease in the CA HERO Program and has budgeted for a 25% decrease in revenues in FY 2018/2019. In prior years, WRCOG experienced excess revenues from the PACE Programs, specifically the CA HERO Program, which were used to build Agency reserves and fund other Agency and member activities (such as BEYOND, Fellowship, Grant Writing, Experience, etc.). By the end of FY 2017/2018, WRCOG anticipates using \$1 million in carryover revenues to fund the CCA's Budget for FY 2018/2019. Looking forward to FY 2018/2019, WRCOG's PACE Programs will have a balanced budget with minimal anticipated excess revenues. WRCOG will bring in additional PACE providers and anticipates growth in the PACE commercial market in FY 2018/2019.

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 \$480,000 to be recovered, which will pay back the General Fund for covering part of the Program 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.

Environment: 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 leftover funds from FY 2017/2018.

Transportation: 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 (LTF), and the Clean Cities Program. The majority of revenues received in the Transportation Department come from the TUMF Program, of which WRCOG anticipates to receive \$45 million in revenues in FY 2018/2019.

Total Budget: The Agency's FY 2018/2019 total Budget will present a higher total amount of revenues and expenditures than in previous years as staff will continue to include total TUMF revenue and total TUMF project expenditures. 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 \$60,352,792 against total Agency expenditures of \$55,713,343.

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 Summary Agency Budget for Fiscal Year 2018/2019.

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Item 6.C

Draft Fiscal Year 2018/2019
Agency Budget

Attachment 1

Draft Summary Agency Budget for
Fiscal Year 2018/2019

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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	880,000
WRELP Phase 2 Revenue	21,302	75,000	86,750
Statewide HERO Revenue	3,054,573	5,800,000	3,000,000
Gas Co. Prtnrshp Revenue	6,521	50,000	60,000
Samas Commercial Recording Revenue	-	23,350	20,000
WRCOG HERO-Recording Revenue	159,683	354,775	197,500
SAMAS Comm Recording Rev	557,200	1,000,350	700,000
Renovate Comm Recording Rev	-	700	5,000
Regional Streetlights Revenue	228,960	228,960	480,000
Solid Waste	95,304	117,100	95,000
Used Oil Grants	-	255,000	255,000
NW Clean Cities - Air Quality	119,000	137,500	132,500
LTF Revenue	777,250	726,000	777,250
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
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	2,187,780
Total Revenues and Carryover Funds	40,091,848	57,350,026	60,352,792
Expenditures			
Wages and Benefits			
Salaries & Wages Fulltime	1,240,025	2,568,642	2,568,740
Salaries & Wages - Fellowship	247,089	392,000	534,260
Fringe Benefits	490,657	735,986	987,506
Overhead Allocation	1,483,740	2,225,611	2,187,780
Total Wages, Benefits and Overhead	4,333,106	5,922,239	6,278,287
Other Legal	198,078	250,000	500,000
General Legal Services	444,303	629,037	650,000
PERS Unfunded Liability	-	-	168,583

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	2,400
Coffee and Supplies	1,026	200	3,000
Event Support	61,204	147,401	102,283
Program/Office Supplies	15,327	25,938	24,650
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	33,500
Meeting Support Services	6,051	18,184	10,100
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	7,150
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	902,500
Seminars/Conferences	7,688	18,853	13,150
General Assembly Expenses	20,491	300,000	300,000
Travel - Mileage Reimbursement	12,978	24,100	23,600
Travel - Ground Transportation	2,327	8,083	4,800
Travel - Airfare	9,090	22,741	12,000
Lodging	6,764	12,346	9,250
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	281	63,707	35,668
Advertising Media - Newspaper Ad	-	19,000	2,000
Advertising- Billboard	-	10,500	898
Advertisement Radio & TV Ads	51,025	51,571	50,500
Staff Education Reimbursement	2,500	25,000	12,500
Consulting Labor	1,340,990	4,302,555	3,871,591
TUMF Project Reimbursement	10,659,201	39,000,000	38,800,000
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**15,094,606****50,160,282****49,435,056****Total Expenditures and Overhead****19,427,711****56,082,522****55,713,343**

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%
Jennifer Ward	Director of Governmental Affairs	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%
Danny Ramirez-Cornejo	Program Manager - TUMF	100%
Vacant-TUMF	Staff Analyst -TUMF	100%
Jesus Gonzalez	Staff Analyst I - Energy	100%
Andrea Howard	Senior Analyst - 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%
Jonathan Pineda	Staff Technician - Call Center	100%
Hugo Rios	Staff Technician - Call Center	100%
LaNeice Potter	Staff Technician - Call Center	100%
Victoria Gracia	Staff Technician -Call Center	100%
Vacant	Staff Analyst I - Streetlights	100%



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

Administration Total

Revenues

Description	Actual	Budget	Proposed
Member Dues	311,410	311,410	311,410
General Assembly Revenue	18,800	300,000	300,000
Total Revenues	332,280	611,410	611,410
 Overhead Transfer in	 1,483,740	 2,225,611	 2,187,780
Carryover Funds Transfer in	3,002,917	3,002,917	3,572,224
 Total Revenue and Overhead	 4,818,937	 5,839,938	 6,371,414

Expenditures

Salaries & Wages - Fulltime	443,558	863,140	686,326
Salaries & Wages - Fellowship	247,089	392,000	534,260
Fringe Benefits	187,563	281,344	306,754
Total Wages & Benefits	1,731,683	1,536,484	1,527,340

General Legal Services	44,466	80,453	80,000
PERS Unfunded Liability	-	-	168,583
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	2,653	1,425	20,200
Employee Wellness	-	800	2,400
Coffee and Supplies	1,026	-	3,000
Event Support	28,258	64,929	66,000
Program/Office Supplies	12,977	11,000	16,000
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
Meeting Support Services	3,205	5,000	1,000
Postage	1,285	1,379	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	2,901	4,500	4,150
General Assembly Expenses	20,491	300,000	300,000
Travel - Mileage Reimbursement	2,907	5,791	5,500
Travel - Ground Transportation	223	1,600	1,050
Travel - Airfare	1,304	3,500	2,000
Lodging	323	3,000	1,000
Meals	765	2,100	3,150
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	175,014	380,968	374,573
BEYOND Program REIMB	512,405	2,052,917	2,799,015
Office Furniture Purchased	312,500	312,500	20,000
Misc Equipment Purchased	2,816	2,816	3,000
Total General Operations	1,600,206	4,226,725	4,844,074
Total Expenditures	3,331,889	5,763,209	6,371,414

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Name	Title	Percent
Rick Bishop	Executive Director	100%
Ernie Reyna	Chief Financial Officer	50%
Jennifer Ward	Director of Govermental Affairs	35%
Andrew Ruiz	Program Manager - Fiscal	60%
Janis Leonard	Program Manager - Office	100%
Sam Amphonphong	Staff Analyst II - Fiscal	100%
Cynthia Mejia	Staff Analyst I - Gov't Affairs	50%
Suzy Nelson	Staff Analyst I - Adminstrative Assis	100%
Ichelle Acosta	Staff Technician - Energy	20%



**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	-	255,000	255,000
Carryover Funds Transfer in			18,478
Total Revenues	95,304	372,100	368,478

	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	59,080
Total Wages, Benefits and Overhead	116,358	184,368	244,101

General Operations

General Legal Services	358	858	500
Parking Validations	195	285	250
Event Support	21,938	43,021	26,500
Program/Office Supplies	212	1,511	1,700
Membership Dues	-	1,000	1,000
Meeting Support Services	169	4,600	4,000
Storage	11,296	10,000	15,000
Printing Services	-	11,462	5,500
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	1,000
Lodging	966	1,269	1,250
Meals	-	200	200
Training	462	1,800	500
Supplies/Materials	-	28,359	7,379
Advertising Media - Newspaper Ad	-	4,000	2,000
Advertising- Billboard	-	3,000	898
Advertisement Radio & TV Ads	51,025	51,571	50,500
Total General Operations	93,088	187,733	124,377

Total Expenditures and Overhead	209,445	372,102	368,478
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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 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	777,250	726,000	777,250
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	-	-	678,055
Total Revenues and Carryover Funds	30,385,181	42,405,082	47,237,805
Expenditures			
Wages and Benefits	Thru 2/28/2018	6/30/2018	6/30/2019
Salaries & Wages Fulltime	180,904	438,990	704,720
Fringe Benefits	63,894	95,842	218,811
Overhead Allocation	500,000	750,000	1,222,000
Total Wages, Benefits and Overhead	750,910	1,284,832	2,145,531
Other Legal	198,078	250,000	500,000
General Legal Services	30,464	175,000	52,000
Parking Validations	1,185	1,500	3,000
Event Support	206	3,500	1,283
Program/Office Supplies	980	1,350	1,250
Computer Equipment/Supplies	594	1,000	1,000
Meeting Support Services	2,112	2,494	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	510	2,200	1,500
Travel - Mileage Reimbursement	3,028	4,240	5,250
Travel - Ground Transportation	446	1,177	500
Travel - Airfare	970	2,750	1,000
Lodging	2,046	2,529	2,000
Meals	1,969	3,200	2,500
Other Incidentals	477	1,950	950
Supplies/Materials	-	1,750	2,000
Consulting Labor	319,188	1,272,114	1,312,191

TUMF Project Reimbursement

Total General Operations

Total Expenditures and Overhead

10,659,201	39,000,000	38,800,000
11,227,552	41,101,654	40,692,274
11,978,462	42,386,486	42,837,805

Name

Chris Gray

Ernie Reyna

Jennifer Ward

Chris Tzeng

Andrew Ruiz

Tyler Masters

Danny Ramirez-Cornejo

Vacant-TUMF

Andrea Howard

Cynthia Mejia

Anthony Segura

Title

Director of Transportation

Chief Financial Officer

Director of Governmental Affairs

Program Manager- Transportation

Program Manager - Fiscal

Program Manager - Street Light

Program Manager - TUMF

Staff Analyst -TUMF

Staff Analyst II - Gov't Affairs

Staff Analyst I - Gov't Affairs

Staff Analyst I - Energy

Percent

100%

30%

65%

100%

25%

50%

100%

100%

100%

50%

30%



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

Total Energy

	Actual Thru 2/28/2018	Budget 6/30/2018	Proposed 6/30/2019
Revenues			
PACE Residential Revenue	761,851	1,150,771	880,000
WREP Phase 2 Revenue	21,302	75,000	86,750
Statewide HERO Residential Revenue	3,054,573	5,800,000	3,000,000
Gas Co. Prtnrshp Revenue	6,521	50,000	60,000
PACE Commercial Revenue	-	23,350	20,000
PACE Residential Recording Rev	159,683	354,775	197,500
Statewide HERO Recording Revenue	557,200	1,000,350	700,000
PACE Commercial Recording Rev	-	700	5,000
Regional Streetlights Revenue	228,960	228,960	480,000
Total Revenues	4,792,426	8,732,906	5,429,250

	Actual Thru 2/28/2018	Budget 6/30/2018	Proposed 6/30/2019
Expenditures			
Wages and Benefits			
Salaries & Wages Fulltime	493,376	974,878	831,944
Fringe Benefits	195,809	293,714	338,575
Overhead Allocation	1,319,684	1,753,661	906,700
Total Wages, Benefits and Overhead	2,018,326	3,022,252	2,077,219

General Operations			
General Legal Services	234,383	280,565	367,500
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	8,500
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	4,500
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	902,500
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	1,684,827
Computer Equipment/Software	2,346	6,202	3,500
Total General Operations	1,903,134	4,033,614	3,112,581
Total Expenditures and Overhead	3,921,460	7,055,866	5,189,800

Name	Title	Percent
Ernie Reyna	Chief Financial Officer	20%
Barbara Spoonhour	Director of CCA	20%
Casey Dailey	Director of Energy & Environment	80%
Andrew Ruiz	Program Manager - Fiscal	15%
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%
Jesus Gonzalez	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	80%
Meredith Sumenek	Staff Technician - Energy	100%
Jonathan Pineda	Staff Technician - Call Center	100%
Hugo Rios	Staff Technician - Call Center	100%
LaNeice Potter	Staff Technician - Call Center	100%
Victoria Gracia	Staff Technician -Call Center	100%
Vacant	Staff Analyst I - Streetlights	100%



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

Program: CCA

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

Expenditures	Actual Thru 2/28/2018	Budget 6/30/2018	Proposed 6/30/2019
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

Name	Title	Percent
Barbara Spoonhour	Director of CCA	80%
Tyler Masters	Program Manager - Streetlights	35%

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Western Riverside Council of Governments Executive Committee

Staff Report

Subject: California Voting Rights Act Update

Contacts: Casey Dailey, Director of Energy & Environmental Programs, cdailey@wrcog.us, (951) 405-6720

Date: May 7, 2018

The purpose of this item is to update the Executive Committee on the impacts of the California Voting Rights Act and recent legislation on the timing of cities going from at-large to district elections.

Requested Action:

1. Receive and file.
-

This item is reserved for a presentation from Best, Best and Krieger on the California Voting Rights Act.

Prior Action:

None.

Fiscal Impact:

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

Attachment:

None.

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Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Proposed New TUMF Policy for TUMF Calculation

Contact: Christopher Gray, Director of Transportation, cgray@wrcog.us, (951) 405-6710

Date: May 7, 2018

The purpose of this item is to engage the Committee in a discussion regarding options that have been developed to avoid TUMF calculation errors.

Requested Action:

1. Receive and file.

WRCOG's Transportation Uniform Mitigation Fee (TUMF) Program is a regional fee program designed to provide transportation and transit infrastructure that mitigates the impact of new growth in Western Riverside County. Each of WRCOG's member jurisdictions and the March JPA participates in the Program through an adopted ordinance, collects fees from new development, and remits the fees to WRCOG. WRCOG, as administrator of the TUMF Program, allocates TUMF to the Riverside County Transportation Commission (RCTC), groupings of jurisdictions – referred to as TUMF Zones – based on the amounts of fees collected in these groups, and the Riverside Transit Agency (RTA).

Proposed TUMF Calculation Policy

WRCOG periodically finds errors in calculating TUMF due to a number of issues, such as land use designation, calculation worksheets, credit agreements, and interpretations regarding exemptions.

WRCOG is often notified of errors in calculating TUMF after a developer has received a building permit or certificate of occupancy. Most recently, for example, during the annual TUMF review for Fiscal Year 2016/2017, WRCOG discovered that local agency staff miscalculated TUMF for several gas stations. In response, staff distributed clarifying emails to member agencies and determined that there were additional miscalculations even after this clarifying email was distributed. Staff has also encountered other recent instances in which development projects that should have been exempted from TUMF were actually assessed TUMF, necessitating refunds.

Several years ago, staff amended the TUMF Administrative Plan to encourage local agencies to ask WRCOG to vet their calculations and determinations. The concept was that if this option was voluntary, local agencies might ask WRCOG for additional assistance to limit the number of miscalculations and misinterpretations. The following language was therefore added to the TUMF Administrative Plan in Section III.B.3 (Balance Due):

If first vetted through WRCOG staff in writing, the calculation is not subject to additional review.

However, it does not appear that this process fully resolves the various outstanding issues as WRCOG continues to find TUMF miscalculations and incorrect interpretations of the Administrative Plan. Most concerning is that, ultimately, the participating jurisdiction is ultimately responsible for TUMF in instances where TUMF is not collected when it should be, or is under collected. In order to reduce/eliminate these issues

staff has developed four options below, which move from most to least comprehensive in nature:

1. **WRCOG calculates all project fees and verify exemptions:** Similar to how fees are calculated by school and water districts, for example, under this option WRCOG will verify all TUMF exemptions and calculate TUMF for new residential and non-residential development projects. This option would ensure that all new development is being assessed TUMF correctly and consistently throughout the WRCOG subregion. The option also removes responsibility – and liability – from the jurisdiction in instances where fees are not assessed appropriately. The number of refunds issued to member agencies on behalf of developers would decrease. Since the inception of the TUMF Program, WRCOG has issued more than \$17M in refunds for projects that were exempt under the Program or had active Credit Agreements. With this additional task of calculating TUMF for new development projects, additional staff would likely be need to be retained to accommodate all building activity in the subregion. Staffing could become an issue if the current rate of development continues for the near future, as the number of building permits for new development continues to rise. However, this option would alleviate the need to conduct annual TUMF reviews of each member agency, since the calculations and exemptions would be verified by WRCOG prior to issuance of a building permit / certificate of occupancy. This would save member agency staff time since it would no longer be necessary for agency staff to collect all necessary documentation needed in the fall during the annual TUMF reviews.
2. **WRCOG calculates all non-residential fees and all categories in the Fee Calculation Handbook and verifies exemptions:** Under this option WRCOG will verify all exemptions and calculate TUMF for new non-residential development projects only. This option would ensure that all new non-residential development is being assessed TUMF correctly and consistently throughout the WRCOG subregion. Most of the miscalculations of TUMF that staff has encountered are related to non-residential development since residential project calculations are often more straight forward. Since non-residential development makes up approximately 10-20% of all TUMF collections, staff believes this effort could be completed with the existing resources included in the Transportation Department budget.
3. **WRCOG calculates fees for all uses in the Fee Calculation Handbook and verify exemptions:** Under this option WRCOG will review and sign off on all TUMF exemptions for new development projects and calculate TUMF for any special uses in the Fee Calculation Handbook. This option would assist WRCOG in identifying potential issues related to miscalculations in TUMF. Example uses in the Fee Calculation Handbook include gas stations, high cube warehouses, wineries, and other specialized uses. Staff anticipates that the percentage of uses which fall into these categories represent less than 5% of all projects which incur a TUMF obligation.
4. **WRCOG verifies exemptions:** Under this option WRCOG will review and sign off on all TUMF exemptions (as called out in the jurisdiction TUMF ordinances) for new development projects. A number of significant TUMF issues that have come up in the past relate to development projects that have been exempt from TUMF. Such issues have been discovered during review of monthly Remittance Reports and are the result of interpretation of language in the TUMF Administrative Plan or items covered in Development Agreements between member agencies and developers. This option could potentially assist in avoiding future issues arising from member agencies exempting development projects from TUMF. WRCOG could develop a checklist that member agencies review and submit to staff prior to exempting any development project from TUMF. Note: If a jurisdiction desires to exempt a particular project from TUMF when that project is not exempt by ordinance, it may continue to do so (no approval by WRCOG is needed) so long as the jurisdiction takes responsibility for the difference in the fees.

Option	Staff resources currently available	Avoids calculation errors	Shifts fee collection responsibility
Option #1 - Calculate all project fees and verify exemptions	No	Yes	Yes
Option #2 - Calculate all non-residential fees and all categories in the Fee Calculation Handbook, verify exemptions	Yes	Partially	Partially
Option #3 - Calculate fees for all uses in the Fee Calculation Handbook, verify exemptions	Yes	Partially	Partially
Option #4 - Verify exemptions	Yes	Partially	Partially

Staff's perspective is that a number of issues have come up with member agencies exempting development projects from TUMF based on certain interpretations of exemption language included in the TUMF Administration Plan related to Development Agreements entered into prior to the inception of the TUMF Program. Additionally, over the last couple of fiscal years, there has been a significant number of errors in calculating TUMF for non-residential uses, such as gas stations, resulting in agencies requesting the balance from developers. Therefore, staff's recommendation would be to move forward with Option 1, which would have WRCOG calculate all new development fees and sign off on exemptions of TUMF from any new development project.

Staff would note that the implementation of Option 1 wouldn't be unprecedented. Member agencies have notified staff that certain school and water districts calculate fees for development projects. Staff believes that this can be implemented electronically and therefore, developers wouldn't have to physically go to WRCOG for calculation of fees.

Staff will provide an update to the Public Works Committee in May, which will discuss the specifics of the various options including the potential timeframe for implementation and potential changes to the TUMF Administrative Plan/Ordinance. The recommendation provided by the Public Works Committee will be forwarded to the remaining Committee structure (Administration & Finance, Technical Advisory and Executive Committees).

Prior Action:

April 12, 2018: The Public Works Committee requested 2 - 3 options be brought back for further discussion.

Fiscal Impact:

Transportation Department activities are included in the Agency's adopted Fiscal Year 2017/2018 Budget under the Transportation Department.

Attachment:

None.

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