



Western Riverside Council of Governments Executive Committee

AGENDA

**Friday, June 23, 2017
10:00 a.m.**

**Morongo Casino, Resort & Spa
49500 Seminole Drive
The Drum Room, 26th Floor
Cabazon, CA 92330**

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) 955-8320. 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 4080 Lemon Street, 3rd Floor, 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 Committee regarding any items within the subject matter jurisdiction of the Committee that are not separately listed on this agenda. Members of the public will have an opportunity to speak on agenda items at the time the item is called for discussion. No action may be taken on items not listed on the agenda unless authorized by law. Whenever possible, lengthy testimony should be presented to the Committee in writing and only pertinent points presented orally.

4. CONSENT CALENDAR

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

- A. Summary Minutes from the June 5, 2017, Executive Committee meeting are available for consideration.**

P. 1

Requested Action: 1. *Approve the Summary Minutes from the June 5, 2017, Executive Committee meeting.*

- B. Legislative Activities Update** **Jennifer Ward** **P. 9**
- Requested Actions:** 1. Adopt an "Oppose" position for Senate Bill (SB) 649 (Hueso) and authorize the Executive Director to transmit a letter on behalf of WRCOG indicating WRCOG's opposition for SB 649.
2. Adopt a "Support with amendments" position for Senate Bill (SB) 242 (Skinner) and authorize the Executive Director to transmit a letter on behalf of WRCOG indicating WRCOG's support with amendments for SB 242.
- C. Santa Ana Watershed Project Authority** **Laura Roughton** **P. 39**
One Water One Watershed Activities Update
- Requested Action:** 1. Receive and file.
- D. SANDAG Borders Committee Activities Update** **Rick Bishop** **P. 45**
- Requested Action:** 1. Receive and file.
- E. TUMF Program Reimbursement Agreements** **Christopher Gray** **P. 51**
- Requested Actions:** 1. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Lake Elsinore for the Railroad Canyon Road / I-15 Interchange Project in an amount not to exceed \$1,922,179.
2. Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Moreno Valley for the Moreno Beach Drive / SR-60 Interchange Project in an amount not to exceed \$13,258,480.
- F. Appointment of Administration & Finance** **Debbie Franklin** **P. 87**
Committee members
- Requested Action:** 1. Receive and file.

5. REPORTS/DISCUSSION

- A. Report from the League of California Cities** **Erin Sasse, League of California Cities** **P. 89**
- Requested Action:** 1. Receive and file.
- B. Allocation of Fiscal Year 2016/2017 Agency** **Jennifer Ward, WRCOG** **P. 91**
carryover funds
- Requested Action:** 1. Discuss and recommend that the Administration & Finance Committee further discuss and provide recommendations.
- C. Update on Metropolitan Water District / San** **Paul Jones, Eastern** **P. 93**
Diego County Water Authority lawsuit **Municipal Water District**
- Requested Action:** 1. Receive and file.

6. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO SECTION 54956.9(D)(1)

- **CASE NO. BC663146**

B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

- **INITIATION OF LITIGATION PURSUANT TO SECTION 54956.9 (D)(4): ONE POTENTIAL CASE**

7. REPORT FROM THE WRCOG EXECUTIVE DIRECTOR *Rick Bishop*

8. ITEMS FOR FUTURE AGENDAS *Members*

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

9. GENERAL ANNOUNCEMENTS *Members*

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

10. NEXT MEETING: **The next WRCOG Executive Committee meeting is scheduled for Monday, July 10, 2017, at 2:00 p.m., in the County of Riverside Administrative Center, 1st Floor Board Chambers.**

11. ADJOURNMENT

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Western Riverside Council of Governments

4.A

Regular Meeting ~ Minutes ~

Monday, June 5, 2017

2:00 PM

County Administrative Center

1. CALL TO ORDER

The meeting was called to order at 2:06 p.m. on June 5, 2017, at the County Administrative Center, 4080 Lemon Street, Riverside, CA.

Jurisdiction	Attendee Name	Status	Arrived / Departed
City of Banning	Debbie Franklin	Present	1:48 PM
City of Calimesa	Jeff Hewitt	Present	2:00 PM
City of Canyon Lake	Jordan Ehrenkranz	Present	1:50 PM
City of Corona	Eugene Montanez	Present	1:46 PM
City of Eastvale	Adam Rush	Present	1:49 PM
City of Hemet	Bonnie Wright	Present	1:47 PM / 4:12 PM
City of Jurupa Valley	Laura Roughton	Present	1:55 PM
City of Lake Elsinore	Brian Tisdale	Present	1:46 PM / 4:05 PM
City of Menifee	John Denver	Present	1:50 PM
City of Moreno Valley	Yxstian Gutierrez	Present	1:59 PM / 3:57 PM
City of Murrieta	Kelly Seyarto	Present	1:46 PM
City of Norco	Kevin Bash	Present	1:46 PM
City of Perris	Rita Rogers	Present	1:58 PM
City of Riverside	Rusty Bailey	Present	1:47 PM
City of San Jacinto	Crystal Ruiz	Present	1:55 PM / 3:57 PM
City of Temecula	Maryann Edwards	Present	1:54 PM
City of Wildomar	Ben Benoit	Present	1:49 PM
District 1	Kevin Jeffries	Present	2:19 PM / 4:12 PM
District 2	John Tavaglione	Present	1:46 PM / 4:11 PM
District 3	Chuck Washington	Present	1:48 PM / 4:05 PM
District 5		Absent	
Easter Municipal Water District		Absent	
Western Municipal Water District	Brenda Dennstedt	Present	1:53 PM
Morongo Band of Mission Indians	Robert Martin	Present	1:50 PM
Office of Education		Absent	
TAC Chair	Gary Nordquist	Present	1:53 PM
Executive Director	Rick Bishop	Present	1:53 PM

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

2. PLEDGE OF ALLEGIANCE

Committee member Chuck Washington led members and guests in the Pledge of Allegiance.

RECESSED THE WRCOG EXECUTIVE COMMITTEE MEETING TO CONVENE THE MEETING OF THE WRCOG SUPPORTING FOUNDATION, AND RECONVENED THE WRCOG EXECUTIVE COMMITTEE MEETING AT THE ADJOURNMENT OF THE WRCOG SUPPORTING FOUNDATION MEETING.

3. PUBLIC COMMENTS

There were no public comments.

4. CONSENT CALENDAR

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

- A. Revised Summary Minutes from the January 9, 2017, Executive Committee meeting are available for consideration.**

Action: 1. *Approved the Revised Summary Minutes from the January 9, 2017, Executive Committee meeting.*

- B. Summary Minutes from the May 1, 2017, Executive Committee meeting are available for consideration.**

Action: 1. *Approved the Summary Minutes from the May 1, 2017, Executive Committee meeting.*

- C. County Treasurer Fund closures**

Action: 1. *Adopted WRCOG Resolution Number 13-17; A Resolution of the Executive Committee of the Western Riverside Council of Governments approving the closure of the four funds held by WRCOG with the Riverside County Treasurer.*

- D. Final draft Fiscal Year 2017/2018 Agency Budget**

Action: 1. *Recommended that the General Assembly adopt WRCOG Resolution Number 18-17; A Resolution of the General Assembly of the Western Riverside Council of Governments adopting the Fiscal Year 2017/2018 Agency Budget for the Western Riverside Council of Governments.*

- E. Transportation Uniform Mitigation Fee (TUMF) Calculation Handbook Update**

Action: 1. *Approved the Active Senior Living component for inclusion in the TUMF Calculation Handbook.*

- F. TUMF Reimbursement Agreements and Transportation Improvement Program Update**

Actions: 1. *Approved the 2017 5-Year Transportation Improvement Program for the Central Zone.*
2. *Authorized the Executive Director to execute a TUMF Reimbursement Agreement with the City of Perris for the Perris Boulevard Widening*

- Project in an amount not to exceed \$4,327,570.*
3. *Authorized the Executive Director to execute a TUMF Reimbursement Agreement with the City of Jurupa Valley for the Limonite Avenue Widening Project in an amount not to exceed \$658,000.*

G. PACE Programs Activities Update

- Actions:**
1. *Received Program summary update.*
 2. *Approved the Administration & Finance Committee recommendation to move forward with including seismic strengthening improvements as eligible improvements for residential and commercial properties participating in the WRCOG PACE Programs, and adopted WRCOG Resolution Number 11-17; A Resolution of the Executive Committee of the Western Riverside Council of Governments declaring its intention to modify the WRCOG PACE Program Report and the California HERO Program Report to authorize the financing of seismic strengthening improvements and setting a public hearing thereon.*
 3. *Approved the Administration & Finance Committee recommendation to not proceed with establishing an SB 555 Program.*
 4. *Approved the Administration & Finance Committee recommendation to not include proposed eligible products for CaliforniaFIRST in the PACE Program Report.*
 5. *Authorized the Executive Director to execute the Auditor-Controller agreement with the County of Amador.*
 6. *Adopted WRCOG Resolution Number 16-17; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in various counties for the WRCOG and California HERO Programs.*
 7. *Adopted WRCOG Resolution Number 17-17; A Resolution of the Executive Committee of the Western Riverside Council of Governments making certain representations and authorizing the placement of assessments on the tax roll in Riverside County for the CaliforniaFIRST Program.*

H. Finance Department Activities Update

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

I. Financial Report Summary through March 2017

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

J. Regional Streetlight Program Activities Update

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

K. Western Riverside Energy Partnership Activities Update

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

L. Environmental Department Activities Update

Action: 1. *Received and filed.*

M. BEYOND Framework Fund Round II funding awards

Action: 1. *Received and filed.*

N. Update on WRCOG Agency office relocation

Action: 1. *Received and filed.*

5. REPORTS / DISCUSSION**A. PACE Programs Public Hearing**

Michael Wasgatt, WRCOG Program Manager, reported that project-wide data and jurisdictional snapshots were distributed in Committee members' folders.

Chairman Benoit opened the public hearing; there were no comments and the public hearing was closed.

Actions:

1. *Conducted a Public Hearing regarding the inclusion of the Cities of Marysville and Shasta Lake.*
2. *Adopted WRCOG Resolution Number 14-17; 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.*
3. *Accepted the Counties of Amador and Glenn Unincorporated areas as Associate Members of the Western Riverside Council of Governments.*
4. *Adopted WRCOG Resolution Number 15-17; A Resolution of the Executive Committee of the Western Riverside Council of Governments declaring its intention to modify the California HERO Program Report so as to increase the Program area within which contractual assessments may be offered and setting a Public Hearing thereon.*

RESULT: **APPROVED AS RECOMMENDED [UNANIMOUS]**

MOVER: City of Hemet

SECONDER: City of San Jacinto

AYES: Banning, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, Riverside, San Jacinto, Temecula, Wildomar, District 3, WMWD

ABSENT: District 1, District 5, EMWD

B. Report from the League of California Cities

Erin Sasse, League of California Cities, reported that last week was the deadline for bills to be heard in their house of origin.

If amended in the Senate, AB 1250 would provide limitations on contracting services. The League was able to have cities removed; however, the bill will still apply to counties.

The League is focusing on SB 649 in the Assembly, and is recommending cities contact their local Assemblyman to indicate that they want to maintain local authority.

SB 540 passed and will require upfront CEQA for five years; the League does not anticipate many problems with this bill.

The League is opposed to AB 890, which made it out of the Assembly, but may be open to amendments.

The Prop 64 trailer bill is still moving forward. The League has significant concerns with this bill because it takes away local control.

Another trailer bill of concern has to do with mandatory public employee access to new employee orientation, subject to collective bargaining.

The Governor's Office recently asked for the League's assistance in identifying various projects being funded by SB 1.

The next Division meeting will be held in July in the City of La Quinta.

Action: 1. *Received and filed.*

C. Transportation Uniform Mitigation Fee (TUMF) Program Nexus Study Update

Chairman Benoit recused himself from this conversation due to a conflict of interest.

Rick Bishop, WRCOG Executive Director, provided a historical overview of the Program. WRCOG administers the TUMF Program and prepares the supporting Nexus Study based upon input provided by WRCOG's Committee structure. Member jurisdictions ultimately decide on the various land use fee structures.

Clint Lorimore, representing the Building Industry Association (BIA), spoke to the working relationship the BIA has with WRCOG, and highlighted concerns in the proposed fees.

David Dozlich, representing the BIA, spoke to the current housing market.

George Lenfestey, representing the BIA, spoke to right-of-way and soft costs within the Nexus Study.

Mike Reed representing Stater Bros. grocery store chain, spoke to growing fees and rising construction costs.

Tom Swieca, representing Fountainhead Development, spoke to retail challenges with regard to technology and internet sales.

Joe Meyer, representing Pacific Retail Partners, spoke to trip generation and service fees.

Bud Elam spoke to senior housing fees.

Dan York, representing the City of Wildomar, spoke to the cost of delivering road infrastructure and right-of-way acquisition.

Christopher Gray, WRCOG Director of Transportation, discussed the ramifications of not approving the TUMF Nexus Study. Many projects throughout the subregion will not be funded by the TUMF Program, adding up to approximately \$350 million in additional TUMF funding.

The TUMF Program does not overcharge for right-of-way. The Program provides a 75% global reduction for right-of-way costs to account for instances in which land has already been acquired. If right-of-way funding is reduced and additional expenses are later determined, the jurisdictions will have to pay the difference.

Committee members discussed industrial growth, right-of-way costs and funding, service fees, retail fees, and residential fees.

Mr. Gray indicated that staff recognizes that TUMF retail fees are higher in this subregion than in neighboring regions. The impact on proposed fees in development costs for retail is 1%; for single-family residential, it is one-tenth of 1%, or \$600.00 per house.

Many other jurisdictions throughout the state use vehicle miles traveled (VMT) to calculate fees.

Within today's Consent calendar, this Committee adopted a senior housing fee, which is approximately 50% of the multi-family residential fee.

Funding for soft costs cover preliminary engineering planning and assessment costs, project study reports, design, permitting, and construction oversight based on construction costs only. For any soft costs above TUMF funding, jurisdictions have to pay the difference.

Action: 1. *Received and filed.*

D. Nominations for WRCOG Chair, Vice-Chair, and 2nd Vice-Chair positions for Fiscal Year 2017/2018

Rick Bishop, WRCOG Executive Director, reported that the Administration & Finance Committee serves as the Nominating Committee for leadership positions.

Action: 1. *Recommended the following to the WRCOG General Assembly for leadership positions for Fiscal Year 2017/2018: Chair: Debbie Franklin, Mayor Pro Tem, City of Banning; Vice-Chair: Chuck Washington, County of Riverside District 3; 2nd Vice-Chair: Bonnie Wright, Councilmember, City of Hemet*

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

6. REPORT FROM THE TECHNICAL ADVISORY COMMITTEE CHAIR

Gary Nordquist, Technical Advisory Committee (TAC) Chairman, reported that the Executive Director and TAC members recognized retiring City Manager Rick Dudley at its May meeting, as well as the

same TUMF Program presentation provided here today. The Riverside County Emergency Management Department provided a presentation on regional services.

7. REPORT FROM COMMITTEE REPRESENTATIVES

Committee member Debbie Franklin, SCAG Community, Economic & Human Development (CEHD) Committee representative, reported that the CEHD received presentations on Enhanced Infrastructure Financing District and Community Revitalization & Investment Authority Technical Assistance. Private investors provided a presentation on remediation of brown fill sites and the potential for building future affordable housing. A demographics workshop is scheduled for June 26, 2017.

8. REPORT FROM THE EXECUTIVE DIRECTOR

Rick Bishop, WRCOG Executive Director, reported that WRCOG has launched its new website, www.wrcog.us. The American Planning Association recently recognized WRCOG on its fee comparison study, and Executive Committee member Laura Roughton was named as the Outstanding Elected Official of the Year.

The 26th Annual General Assembly is scheduled for Thursday, June 22, 2017, and an Executive Committee meeting the following morning at 10:00 a.m., to be held at Morongo.

Mr. Bishop introduced new staff member Cynthia Mejia, who was recently a WRCOG Fellow working in the City of Corona.

9. ITEMS FOR FUTURE AGENDAS

There were no announcements for future agendas.

10. GENERAL ANNOUNCEMENTS

Committee member Brenda Dennstedt announced that the "SoCal Yard Transformation" books distributed today were paid for by Prop 84 grant funding and WRCOG BEYOND Program funding.

11. CLOSED SESSION

A. Conference with labor negotiator pursuant to Section 54957.6

Agency Representative: Committee Chair or designee

Unrepresented Employee: Executive Director

B. Performance evaluation pursuant to Section 54957

Title: Executive Director

12. OPEN SESSION

Steve DeBaun, WRCOG legal counsel, reported that the Executive Committee approved an increase to the Executive Director's compensation in the amount of 2.7%, which is consistent with the Consumer Price Index.

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

13. NEXT MEETING

1. The WRCOG General Assembly meeting is scheduled for Thursday, June 22, 2017, at 6:30 p.m., at the Morongo Casino Resort & Spa, 2nd Floor Ballroom, in Cabazon.
2. The next WRCOG Executive Committee meeting is scheduled for Friday, June 23, 2017, at 10:00 a.m., at the Morongo Casino Resort & Spa, the Drum Room, 26th Floor, in Cabazon.

14. ADJOURNMENT

The meeting adjourned from Closed Session at 4:24 p.m.



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Legislative Activities Update

Contact: Jennifer Ward, Director of Government Relations, ward@wrcog.cog.ca.us, (951) 955-0186

Date: June 23, 2017

The purpose of this item is to seek Committee positions on two pieces of legislation pending in the 2017/2018 legislative cycle that are relevant to the issues contained within WRCOG's Legislative Platform.

Requested Actions:

1. Adopt an "Oppose" position for Senate Bill (SB) 649 (Hueso) and authorize the Executive Director to transmit a letter on behalf of WRCOG indicating WRCOG's opposition for SB 649.
2. Adopt a "Support with amendments" position for Senate Bill (SB) 242 (Skinner) and authorize the Executive Director to transmit a letter on behalf of WRCOG indicating WRCOG's support with amendments for SB 242.

Overview of SB 649: Wireless telecommunications facilities

SB 649, authored by Senator Ben Hueso, is intended to establish a statewide framework for streamlining the permit siting process of small cell wireless facilities. The bill would standardize the planning and permitting processes, and the amount of fees that each local jurisdiction can charge for small cell installations, and require local jurisdictions make most of their vertical infrastructure in the public right-of-way available to small cell wireless facilities. Historically, local jurisdictions had authority to implement discretionary permit fees, but this bill would limit fees between \$100 and \$850 for small cell installation within the utility right-of-way, and these permit fees would also be automatically renewed for equivalent durations.

In addition to this bill requiring that most vertical infrastructure in the right-of-way become available for installations, it also requires infrastructure within commercial or industrial zones become accessible. SB 649 defines the "small cell" facilities as a potential package of equipment to not exceed 21 cubic feet, with no individual piece exceeding 9 cubic feet. The definition of equipment size does not include equipment like cables, meters, and other ancillary devices. This legislation precludes local discretionary review of specified "small cell" wireless on existing, new structures within the right-of-way.

The League of California Cities, in conjunction with the Urban Counties of California, Rural County Representatives of California, Protect our Local Streets Coalition, and the American Planning Association has developed a joint letter of opposition to SB 649 (Attachment 1), citing this legislation as shutting out public input by eliminating local consideration of the aesthetic and environmental impact of "small cells." WRCOG member jurisdictions, including the Cities of Corona, Eastvale, Lake Elsinore, Moreno Valley, and Murrieta have also signed and transmitted letters of opposition of SB 649 (Attachments 2-5).

WRCOG Opposition of SB 649

WRCOG is seeking authorization to sign and transmit a letter indicating an "Oppose" position to SB 649. Opposition to this bill is supported by the statements within the General Advocacy goal of WRCOG's adopted

2017/2018 Legislative Platform, which specify that WRCOG will oppose legislation that seeks to limit local control or reduce funding opportunities to local jurisdictions.

Overview of SB 242: Property Assessed Clean Energy program: program administrator

SB 242, authored by Senator Nancy Skinner, intends to standardize consumer protections for residential Property Assessed Clean Energy (PACE) Programs, which would affect and include HERO, CaliforniaFIRST, and Spruce.

SB 242 establishes consumer protections beyond those already contained in AB 2693, a PACE consumer protections bill that was chaptered in California last year. Protections proposed in SB 242 would require a PACE program administrator to include a property owner's ability to repay a PACE assessment as part of the underwriting criteria; call 100% of participating property owners to ensure they understand key terms of the potential assessment; and will require that all contracts entered into on or after January 1, 2018, provide a property owner with forbearance or a payment holiday on the PACE assessment under specific circumstances. The League of Cities is supportive of this bill and has transmitted a letter (Attachment 6).

Staff supports the majority of the language in the SB 242, but has reservations regarding Section 5923 (b): *"A program administrator is permitted to reimburse documented expenses to a contractor or third party for approved cobranded advertising and marketing campaigns and collateral, training, and training events."*

WRCOG recommends that this language be removed from the legislation to better distinguish and maintain the separation between the PACE administrator financing the project and the contractor doing the work for the project.

WRCOG Support with amendments of SB 242

WRCOG is seeking authorization to transmit a letter indicating a position of "Support with amendments" for SB 242. This bill is supported by the goals within the Energy and Environment section of WRCOG's adopted 2017/2018 Legislative Platform, which specify that WRCOG will support legislation that removes barriers for the WRCOG PACE Programs. WRCOG staff feel that enhancing consumer protections reduces barriers to further expansion and success for the PACE industry.

Prior Action:

June 15, 2017: The Technical Advisory Committee recommended adoption of 1) an "Oppose" position for Senate Bill (SB) 649 (Hueso) and authorize the Executive Director to transmit a letter on behalf of WRCOG indicating WRCOG's opposition for SB 649; and 2) a "Support with amendments" position for Senate Bill (SB) 242 (Skinner) and authorize the Executive Director to transmit a letter on behalf of WRCOG indicating WRCOG's support with amendments for SB 242.

Fiscal Impact:

This item has no impact on WRCOG's Agency budget.

Attachments:

1. Urban Counties of California, Rural County Representatives of California, League of California Cities, Protect our Local Streets Coalition, American Planning Association joint opposition letter for SB 649.
2. Corona opposition letter for SB 649.
3. Lake Elsinore opposition letter for SB 649.
4. Moreno Valley opposition letter for SB 649.
5. Murrieta opposition letter for SB 649.
6. League of California Cities support letter for SB 242.

Item 4.B

Legislative Activities Update

Attachment 1

Urban Counties of California, Rural
County Representatives of California,
League of California Cities, Protect
our Local Streets Coalition, American
Planning Association joint opposition
letter for SB 649

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March 28, 2017

The Honorable Ben Hueso
Chair, Senate Utilities, Energy and Communications Committee
State Capitol, Room 4035
Sacramento, CA 95814

Subject: **OPPOSITION to SB 649 (Hueso) – “Small Cell” Wireless Infrastructure Permitting (as amended March 28th)** – In Senate Energy, Utilities, and Communications Committee
April 5th, 2017

Dear Senator Hueso:

The California Chapter of the American Planning Association (APA California), the League of California Cities (LCC), the Urban Counties of California (UCC), the Rural County Representatives of California (RCRC) and Protect our Local Streets Coalition (POLS) all must respectfully oppose your bill, SB 649. SB 649 would unnecessarily shut out public input by eliminating local consideration of the aesthetic and environmental impacts of “small cells.” These not-so-small “small cell” structures would be required to be allowed on public property in ANY zone in a city or county. SB 649 would also require cities and counties to lease or license publicly-owned facilities.

We appreciate the opportunity to meet with supporters of the bill prior to the amendments. However, the language in print is even more problematic than what was mocked up for discussion at our meeting. In fact, the new language in print leaves us with more questions and concerns, listed below:

By-Right Approval for “Small Cells”

SB 649 would tie the hands of local government by prohibiting discretionary review of “small cell” wireless antennas and related equipment, regardless of whether they will be collocated on existing structures or located on new “poles, structures, or non-pole structures,” including those within the public right-of-way. This would shut out the public from the permitting process and preempt adopted local land use plans by mandating that “small cells” be allowed in all zones as a use by-right.

Without a discretionary permit, the these not-so-small cell structures would not be subject to the California Environmental Quality Act (CEQA) or consideration of aesthetics, design and nuisance impacts. Nothing would prevent, for example, a small cell(s) to be placed on a city/county owned light pole that is directly in front of a resident’s window, or placed on a traffic signal, which was never intended to hold wireless infrastructure.

It's important to note the Federal Communications Commission (FCC) still preserves local government's authority to require a discretionary permit. Why should California go beyond the FCC to remove local discretion?

Not So Small

Unfortunately, these "small cells" are not necessarily small. ***The definition is not inclusive of ALL infrastructure necessary to support 5G technology.*** The definition explicitly excludes:

- Electric meters and any required demarcation box
- Concealment elements
- Any telecommunications demarcation box
- Grounding equipment
- Power transfer switches
- Cut-off switches
- Vertical cable runs

Unknown Terms

"Single administrative permit." (Sec. 65964.2(b)(1)) There are permits that are "ministerial," such as a building permits, and permits that involve "discretionary" authority, such as encroachment permits, and either may be "administrative" depending on the process adopted by a local government. Building permits involve a building inspector verifying the safety of a building project. Projects in a public right of way (PROW) may also require an encroachment permit, which involves an inspector verifying that a project complies with PROW requirements. Building permits and encroachment permits cover entirely different concerns. Building inspectors do not check for Americans with Disabilities Act requirements that are not in the California Building Standards Code, and encroachment permit inspectors do not check the safety of the electrical connections. It is untenable to suggest that local governments should be forced to choose only one, but that appears to be one possible interpretation. Another possible interpretation is that an administrative body, such as a planning department, would be free of all supervision of the elected body that it serves. (Elected bodies are not "administrative" bodies.) This is an admittedly unusual outcome, but it appears to be a reasonable interpretation.

Whatever the "single administrative permit" should mean, it is also not clear how it is used in the bill. Sec. 65964.2(b) exempts small cells from all discretionary review if the listed criteria are met. This would appear to call for items to be included in an application that demonstrate satisfaction of the exemption requirements, and the first two items do just that. The third item, however, is the phrase "single administrative permit." We fail to understand how this is an element of an application for a small cell.

"Similar construction projects" (Sec. 65964.2(b)(3)(B)) states that single administrative permits may include "the same administrative permit requirements as similar construction projects..." We are unaware of any construction projects similar to small cells. ***Placing small cells on publically owned property is a recent occurrence with no precedent to guide policy discussions. SB 649 attempts to borrow from over a century of policies applicable to utility poles, and graft them onto public property that has no prior connection to delivering utility services***

How is “the regulation of any antennas mounted on cable strands” to be interpreted? (Sec. 65964.2(b)(3)(D)) This section lists items that the single administrative permit may not be subject to. It’s not clear what it means to say that a permit for a small cell may not be subject to the regulation of something that is not a small cell. ***If this means strand mounted antennas may not be regulated, it is a threat to public safety.***

Mandatory Leasing of City or County Property at Little to No Cost

SB 649 takes an extensive body of policy and legal precedent developed for access to utility poles and applies it to publicly owned property. Utility poles have always been treated as “shared facilities,” meaning that each pole was intended to serve multiple utility users wherever possible. This has led to the extensive regulations governing access to utility poles. Street lights and traffic signals are not “shared facilities.” They were installed for purposes unrelated to utilities and they were built at public expense. The costs associated with these public structures are unique, and, most importantly, they have never been the subject of utility-style regulations. SB 649 doesn’t acknowledge these critical differences, and simply treats any “vertical infrastructure in the public right of way” just like a utility pole.

Section 65964.2(b) would limit the rent a local government can charge a wireless company to place a small cell on public property to a “cost-based” fee. When local governments spend taxpayer money on street and traffic lights, it’s not expected that they would one day become used for the benefit of one industry. SB 649 provides favorable treatment to one industry over others who are paying the appropriate market rate for access to city property. The public is entitled to the fair-market value for using their property, and the local governments are the legal owners and landlords renting the property. When local governments rent public property, they are obligated to act in the public’s interest and receive fair-market value.

Control of property, including the ability to charge fair rent, is an essential property right. To the extent SB 649 deprives a local government of essential property rights, it may constitute a Separation of Powers violation, a regulatory taking, or a prohibited gift of public resources under Art XVI§6 of the State Constitution.

Reinventing the Wheel

The Wireless Telecommunications Bureau recently issued a Public Notice for comment on potential FCC actions to help expedite the deployment of small cells, including streamlining at the local level. The comment period just closed in March of 2017. It is appropriate to allow this process to complete before taking action on this matter.

Small Cell Deployment is New

As we understand per discussions with supporters, small cells are just in the beginning stages of being deployed. Given that many jurisdictions may not have even processed a small cell permit yet, or only handled a small number, we are unclear where the concerns are coming from that have prompted the need for this bill. We haven’t seen any examples yet to demonstrate a lack of deployment. We understand that there is a desire to have certainty for providers when

applying for these permits – local governments want certainty too. Complete applications help -
- quick response to potential redesign also helps, for example. ***To provide a more streamlined statewide process, it may be more beneficial to require the Office of Planning and Research (OPR) to develop a model ordinance or other guidance for both jurisdictions and providers to use, rather than passing legislation at this time.***

What's Next?

The wireless industry continues to push legislation every year to further remove local government's discretion over wireless structures. We can't help but wonder what else, or what other types of structures or industries will be next in line.

While the undersigned organizations support the deployment of facilities to ensure that Californians have access to telecommunications services, this goal is not inherently in conflict with appropriate local planning and consideration for the environmental and aesthetic impacts of such facilities. **A better approach would be one that encourages coordination and up-front planning to ensure that wireless technology can be deployed as quickly as possible but with due consideration for aesthetics and the environment.**

Finally, we want to note that we greatly appreciate the time your staff, Nida Bautista, has taken to meet with us to discuss our concerns. Please do not hesitate to contact us with any questions about our position.

Sincerely,



Jolena Voorhis
Executive Director
Urban Counties of California
jolena@urbancounties.com



Tracy Rhine
Legislative Representative
Rural County Representatives of California
TRhine@rrcnet.org



Rony Berdugo
Legislative Representative
League of California Cities
rberdugo@cacities.org



Syrus Devers
Protect our Local Streets Coalition
Best Best & Krieger LLP
Syrus.Devers@bbklaw.com



Lauren De Valencia
Legislative Representative
American Planning Association, California Chapter
lauren@stefangeorge.com

cc: The Honorable Senator Ben Hueso, Chair Senate Energy, Utilities & Communications Committee
Members and Consultant, Senate Energy, Utilities & Communications Committee
Kerry Yoshida, Senate Republican Caucus
The Governor and OPR

Item 4.B

Legislative Activities Update

Attachment 2

Corona opposition letter for SB 649

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OFFICE OF: Mayor

Phone: 951-736-2371
Fax: 951-736-2493

400 S. Vicentia Ave. P.O. Box 940, Corona, California 92878-0940
City Hall Online All The Time – <http://www.discovercorona.com>

April 12, 2017

The Honorable Ben Hueso
California State Senate, District 40
State Capitol Building, Room 4035
Sacramento, CA 95814
VIA FAX: 916-651-4940

RE: SB 649 (Hueso). Wireless and Small Cell
Telecommunications Facilities.
Notice of Opposition

Dear Senator Hueso:

The City of Corona respectfully opposes your SB 649 related to the permitting of wireless and small cell telecommunications facilities. This proposal unnecessarily and unconstitutionally strips local authority over public property and shuts out public input and local discretion by eliminating consideration of the aesthetic and environmental impacts of “small cells.”

This proposal would prohibit local discretionary review of “small cell” wireless antennas, including equipment collocated on existing structures or located on new “poles, structures, or non-pole structures,” including those within the public right-of-way and buildings. The proposal preempts adopted local land use plans by mandating that “small cells” be allowed in all zones as a use *by-right*.

As such, the proposal provides a de facto exemption to the California Environmental Quality Act (CEQA) for the installation of such facilities and precludes consideration by the public of the aesthetic, nuisance, and environmental impacts of these facilities, all of which are of particular importance when the proposed location of facilities is within a residential zone.

SB 649’s use of the Federal Communications Commission (FCC) definition of a “small cell” include other “small cell” equipment such as electric meters, concealments, telecom demarcation boxes, ground-based enclosures, battery backup power systems, grounding equipment, power transfer switches, cutoff switches, cables, or conduits. While proponents argue that an individual “small cell” has very little impact, the cumulative size specifications of all the small cells and associated equipment far exceed the perceived impacts from a single cell.

The proposal also unconstitutionally preempts local authority by *requiring* local governments to make available sites they own for the installation of a “small cell.” While the city may place “fair and reasonable terms and conditions” on the use of city property, the proposal does not provide the city with any discretion to deny a “small cell” to be located on city property except for fire department sites. In effect, this measure unconstitutionally gives control of public property to private

telecommunications companies, while also precluding local governments from leasing or licensing publicly owned property.

The measure would limit the rent a local government can charge a wireless company to place a small cell on public property to a “cost-based” fee. SB 649 provides favorable treatment to one industry over others who are paying the appropriate market rate for access to city property. The public is entitled to the fair-market value for using their property, and the local governments are the legal owners and landlords renting the property. When local governments rent public property, they are obligated to act in the public’s interest and receive fair-market value. Control of property, including the ability to charge fair rent, is an essential property right.

This bill strips local government of the authority to protect the quality of life of our residents, and to protect public property and the public right-of-way from relatively unconstrained access by small cells.

Local governments typically encourage new technology into their boundaries because of its potential to dramatically improve the quality of life for their residents. **However, SB 649 goes too far by requiring local governments to approve “small cells” in all land use zones, including residential zones, through a ministerial permit, thereby shutting the public out of decisions that could affect the aesthetics of their community and the quality of their environment.**

For these reasons, the City of Corona **opposes** your SB 649.

Sincerely,



Dick Haley
Mayor

cc: Senator Richard Roth
Assembly Member Sabrina Cervantes
[Nidia Bautista](#), Consultant, Senate Energy, Utilities and Commerce Committee
[Kerry Yoshida](#), Principal Consultant, Senate Republican Caucus
Erin Sasse, League Regional Public Affairs Manager (via email)
[Meg Desmond](#), League of California Cities

Item 4.B

Legislative Activities Update

Attachment 3

Lake Elsinore opposition letter for
SB 649

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The Honorable Ben Hueso
California State Senate, District 40
State Capitol Building, Room 4035
Sacramento, CA 95814
VIA FAX: 916-651-4940

RE: SB 649 (Hueso). Wireless and Small Cell
Telecommunications Facilities.
Notice of Opposition (As Amended March 28, 2017)

Dear Senator Hueso:

The City of Lake Elsinore respectfully opposes your SB 649 related to the permitting of wireless and small cell telecommunications facilities. This proposal unnecessarily and unconstitutionally strips local authority over public property and shuts out public input and local discretion by eliminating consideration of the aesthetic and environmental impacts of "small cells."

This proposal would prohibit local discretionary review of "small cell" wireless antennas, including equipment collocated on existing structures or located on new "poles, structures, or non-pole structures," including those within the public right-of-way and buildings. The proposal preempts adopted local land use plans by mandating that "small cells" be allowed in all zones as a use ***by-right***.

As such, the proposal provides a de facto exemption to the California Environmental Quality Act (CEQA) for the installation of such facilities and precludes consideration by the public of the aesthetic, nuisance, and environmental impacts of these facilities, all of which are of particular importance when the proposed location of facilities is within a residential zone.

SB 649's use of the Federal Communications Commission (FCC) definition of a "small cell" include other "small cell" equipment such as electric meters, concealments, telecom demarcation boxes, ground-based enclosures, battery backup power systems, grounding equipment, power transfer switches, cutoff switches, cables, or conduits. While proponents argue that an individual "small cell" has very little impact, the cumulative size specifications of all the small cells and associated equipment far exceed the perceived impacts from a single cell.

The proposal also unconstitutionally preempts local authority by **requiring** local governments to make available sites they own for the installation of a "small cell." While the city may place "fair and reasonable terms and conditions" on the use of city property, the proposal does not provide the city with any discretion to deny a "small cell" to be located on city property except for fire department sites. In effect, this measure unconstitutionally gives control of public property to private telecommunications companies, while also precluding local governments from leasing or licensing publicly owned property.

951.674.3124

130 S. MAIN STREET

LAKE ELSINORE, CA 92530

WWW.LAKE-ELSINORE.ORG



The measure would limit the rent a local government can charge a wireless company to place a small cell on public property to a "cost-based" fee. SB 649 provides favorable treatment to one industry over others who are paying the appropriate market rate for access to city property. The public is entitled to the fair-market value for using their property, and the local governments are the legal owners and landlords renting the property. When local governments rent public property, they are obligated to act in the public's interest and receive fair-market value. Control of property, including the ability to charge fair rent, is an essential property right.

This bill strips local government of the authority to protect the quality of life of our residents, and to protect public property and the public right-of-way from relatively unconstrained access by small cells.

Local governments typically encourage new technology into their boundaries because of its potential to dramatically improve the quality of life for their residents. **However, SB 649 goes too far by requiring local governments to approve "small cells" in all land use zones, including residential zones, through a ministerial permit, thereby shutting the public out of decisions that could affect the aesthetics of their community and the quality of their environment.**

For these reasons, the Lake Elsinore **opposes** your SB 649.

Sincerely,

Robert E. Magee
Mayor

cc: Senator Jeff Stone, 28th District, fax: 916-651-4928
Assembly Member Melendez, 67th District, fax: 916-319-2167
Erin Sasse esasse@cacities.org
[Nidia Bautista](#), Consultant, Senate Energy, Utilities and Commerce Committee
[Kerry Yoshida](#), Principal Consultant, Senate Republican Caucus
[Meg Desmond](#), League of California Cities

951.674.3124

130 S. MAIN STREET

LAKE ELSINORE, CA 92530

WWW.LAKE-ELSINORE.ORG

Item 4.B

Legislative Activities Update

Attachment 4

Moreno Valley opposition letter for
SB 649

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HP LaserJet M1522nf MFP

Fax Confirmation Report

MOVAL COUNCIL
9514133760
Mar-31-2017 9:39AM

Job	Date	Time	Type	Identification	Duration	Pages	Result
278	3/31/2017	9:38:14AM	Send	919166514940	1:00	2	OK



March 29, 2017

The Honorable Ben Hueso
California State Senate, District 40
State Capitol Building, Room 4035
Sacramento, CA 95814

RE: SB 649 as Proposed to be Amended by RN 17 08941 (Hueso). Wireless and Small Cell
Telecommunications Facilities.
Oppose

Dear Senator Hueso:

The City of Moreno Valley respectfully opposes your SB 649 and proposed amendments in RN 17 08941 (proposal) related to the permitting of wireless and small cell telecommunications facilities. This proposal unnecessarily and unconstitutionally strips local authority over public property and shuts out public input and local discretion by eliminating consideration of the aesthetic and environmental impacts of "small cells."

This proposal would prohibit local discretionary review of "small cell" wireless antennas, including equipment collocated on existing structures or located on new "poles, structures, or non-pole structures," including those within the public right-of-way and buildings. The proposal preempts adopted local land use plans by mandating that "small cells" be allowed in all zones as a use by-right, including all residential zones.

The proposal provides a de facto exemption to the California Environmental Quality Act (CEQA) for the installation of such facilities and precludes consideration by the public of the aesthetic, nuisance, and environmental impacts of these facilities, all of which are of particular importance when the proposed location of facilities is within a residential zone.

SB 649's use of the Federal Communications Commission (FCC) definition of a "small cell" include other "small cell" equipment such as electric meters, concealments, telecom demarcation boxes, ground-based enclosures, battery backup power systems, grounding equipment, power transfer switches, cutoff switches, cables, or conduits. The proposal allows for an unlimited number of antennas of less than three cubic feet each or six cubic feet for all antennas, while placing no height restrictions on the pole. While proponents argue that an individual "small cell" has very little impact, the cumulative size specifications of all the small cells and associated equipment far exceed the perceived impacts from a single cell.

Office of the Mayor

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Moreno Valley, CA 92552-0805
Phone: 951-413-3008
Fax: 951-413-3760
www.moval.org



Office of the Mayor

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Moreno Valley, CA 92552-0805
Phone: 951.413.3008
Fax: 951.413.3760
www.moval.org

March 29, 2017

The Honorable Ben Hueso
California State Senate, District 40
State Capitol Building, Room 4035
Sacramento, CA 95814

**RE: SB 649 as Proposed to be Amended by RN 17 08941 (Hueso). Wireless and Small Cell
Telecommunications Facilities.
Oppose**

Dear Senator Hueso:

The City of Moreno Valley respectfully opposes your SB 649 and proposed amendments in RN 17 08941 (proposal) related to the permitting of wireless and small cell telecommunications facilities. This proposal unnecessarily and unconstitutionally strips local authority over public property and shuts out public input and local discretion by eliminating consideration of the aesthetic and environmental impacts of "small cells."

This proposal would prohibit local discretionary review of "small cell" wireless antennas, including equipment collocated on existing structures or located on new "poles, structures, or non-pole structures," including those within the public right-of-way and buildings. The proposal preempts adopted local land use plans by mandating that "small cells" be allowed in all zones as a use by-right, including all residential zones.

The proposal provides a de facto exemption to the California Environmental Quality Act (CEQA) for the installation of such facilities and precludes consideration by the public of the aesthetic, nuisance, and environmental impacts of these facilities, all of which are of particular importance when the proposed location of facilities is within a residential zone.

SB 649's use of the Federal Communications Commission (FCC) definition of a "small cell" include other "small cell" equipment such as electric meters, concealments, telecom demarcation boxes, ground-based enclosures, battery backup power systems, grounding equipment, power transfer switches, cutoff switches, cables, or conduits. *The proposal allows for an unlimited number of antennas of less than three cubic feet each or six cubic feet for all antennas*, while placing no height restrictions on the pole. While proponents argue that an individual "small cell" has very little impact, the cumulative size specifications of all the small cells and associated equipment far exceed the perceived impacts from a single cell.

The proposal also unconstitutionally preempts local authority by requiring local governments to make available sites they own for the installation of a “small cell.” While the City may place “fair and reasonable terms and conditions” on the use of City property, the proposal does not provide the city with any discretion to deny a “small cell” to be located on city property except for fire department sites. In effect, this measure unconstitutionally gives control of public property to private telecommunications companies, while also precluding local governments from leasing or licensing publicly owned property.

This bill strips local government of the authority to protect the quality of life for our residents, and to protect public property and the public right-of-way from relatively unconstrained access by small cells.

The City of Moreno Valley adopted a strategic plan in 2016 which emphasizes beautification and enhancing the quality of life of everyone who lives, works and plays in Moreno Valley. Local governments usually welcome new technology because of its potential to dramatically improve the quality of life for their residents. **However, SB 649 goes too far by requiring local governments to approve “small cells” in all land use zones, including residential zones, through a ministerial permit, shutting the public out of decisions that could affect the aesthetics of their community and the quality of their environment.**

For these reasons, the City of Moreno Valley respectfully **Opposes** this proposal.

Sincerely,

A handwritten signature in dark ink, appearing to read "Yxstian Gutierrez", written in a cursive style.

Dr. Yxstian Gutierrez
Mayor
City of Moreno Valley

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Item 4.B

Legislative Activities Update

Attachment 5

Murrieta opposition letter for SB 649

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CITY OF MURRIETA

March 24, 2017

Honorable Senator Ben Hueso
California State Senate
State Capitol, Room 4035
Sacramento, CA 95814

**RE: OPPOSITION TO SENATE BILL 649 (HUESO): WIRELESS
TELECOMMUNICATIONS FACILITIES**

Dear Senator Hueso:

The City of Murrieta opposes SB 649 (Hueso), a measure relating to the permitting of wireless and small cell telecommunications facilities. This bill unnecessarily preempts local authority and shuts out public input and local discretion by eliminating consideration of the aesthetic and environmental impacts of “small cells.”

SB 649 would preclude local discretionary review of specified “small cell” wireless antennas and related equipment, regardless of whether they will be collocated on existing structures or located on new “poles, structures, or non-pole structures,” including those within the public road right-of-way and on buildings. The bill preempts adopted local land use plans by mandating that “small cells” be allowed in all zones as a use by right, including all residential zones.

The bill provides a de facto exemption to the California Environmental Quality Act (CEQA) for the installation of such facilities and precludes the consideration by the public of the aesthetic, nuisance, and environmental impacts of these facilities, all of which are of particular importance when the proposed location of facilities is within a residential zone. Currently, wireless telecommunications companies have the ability to work with local governments and the public to design wireless telecommunications infrastructure that limit aesthetic impacts, addresses any potential environmental and public safety issues, and gain the support of the surrounding community. SB 649 goes too far by requiring local governments to approve “small cells” in all land use zones through a ministerial permit, thereby shutting the public out of decisions that could affect the aesthetics of their community and the quality of their environment.

SB 649’s use of the Federal Communications Commission (FCC) definition of a “small cell” include other “small cell” equipment such as electric meters, concealment, telecom demarcation boxes, ground-based enclosures, battery backup power systems, grounding equipment, power transfer switches, cutoff switches, cables, or conduits. The proposal allows for an unlimited number of antennas of less than three cubic feet each or six cubic feet for all antennas, while placing no height restrictions on the pole. While proponents argue that an individual “small cell” has very little impact, the cumulative size specifications of all the small cells and associated equipment far exceed the perceived impacts from a single cell.

The proposal also unconstitutionally preempts local authority by requiring local governments to make available sites they own for the installation of a “small cell.” While the city may place “fair and reasonable terms and conditions” on the use of city property, the proposal does not provide the city with

any discretion to deny a "small cell" to be located on city property except for fire department sites. In effect, this measure unconstitutionally gives control of public property to private telecommunications companies, while also precluding local governments from leasing or licensing publicly owned property.

Local governments typically encourage new technology into their boundaries because of its potential to dramatically improve the quality of life for their residents. However, SB 649 goes too far by requiring local governments to approve "small cells" in all land use zones, including residential zones, through a ministerial permit, thereby shutting the public out of decisions that could affect the aesthetics of their community and the quality of their environment. For these reasons, the City of Murrieta opposes SB 649.

Sincerely,

A handwritten signature in blue ink that reads "Rick Gibbs". The signature is fluid and cursive, with the first and last names being clearly legible.

Rick Gibbs
Mayor

Cc: Assemblywoman Melissa Melendez
State Senator Jeff Stone
Murrieta City Council
David Jones, Emanuels Jones and Associates
League of California Cities

Item 4.B

Legislative Activities Update

Attachment 6

League of California Cities support
letter for SB 242

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1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

March 29, 2017

The Honorable Mike McGuire
Chair, Senate Governance and Finance Committee
1020 N Street, Room 112
Sacramento, CA 95814

**RE: SB 242 (Skinner) – Property Assessed Clean Energy Program: Program Administrator
As amended March 20, 2017 – SUPPORT**

Dear Senator McGuire,

The League of California Cities is pleased to support SB 242 (Skinner), which will require all PACE programs administered by non-governmental third parties to meet the highest operating standards. SB 242 establishes uniform requirements for PACE programs including: underwriting standards, telephone confirmation for all homeowners, eligible measures standards, contractor standards, marketing standards, forbearance, and reporting requirements.

The PACE program is a finance mechanism that makes improvements to residential properties possible, including installing renewable energy sources, electric vehicle charging infrastructure, or energy or water efficiency upgrades. Since the California Legislature became the first state in the nation to pass PACE-enabling legislation in 2008, PACE has helped California homeowners, local governments, and the state achieve significant policy goals:

- 130,000 homes improved
- 33,000 jobs created
- \$5 billion energy costs saved
- \$6 billion total economic impact
- 20 billion kWh saved (equivalent to over 1 million homes' annual energy consumption)
- 4.2 million metric tons carbon reduced (equivalent to taking 880,000 cars off the road for a year)
- 9 billion gallons water saved (enough to fill 14,000 Olympic swimming pools)

More than 400 cities and counties in California have voted to adopt PACE programs, which are now available to serve more than 90% of Californians. Most PACE programs are administered by private companies, which are overseen by local government sponsors. Thanks to the public-private partnerships that serve as the foundation for PACE programs, the public policy benefits listed above have come at virtually no cost to the government.

As PACE has grown, it has become important for the state to establish clear standards that uniformly govern all PACE program. For these reasons, the League supports SB 242 (Skinner). If you have any questions, please contact me at (916) 658-8250.

Sincerely,

A handwritten signature in blue ink, appearing to read "Erin Evans-Fudem".

Erin Evans-Fudem
Legislative Representative
League of California Cities

cc: The Honorable Nancy Skinner
Members, Senate Governance and Finance Committee
Jimmy MacDonald, Consultant, Senate Governance and Finance Committee
Ryan Eisberg, Consultant, Senate Republican Caucus



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Santa Ana Watershed Project Authority One Water One Watershed Activities Update

Contact: Laura Roughton, Committee Representative, lroughton@jurupavalley.org, (951) 332-6464

Date: June 23, 2017

The purpose of this item is to inform the Committee of activities occurring on the Santa Ana Watershed Project Authority One Water One Watershed Steering Committee.

Requested Action:

1. Receive and file.

Laura Roughton, Councilmember, City of Jurupa Valley, serves as the WRCOG representative on the Santa Ana Watershed Project Authority One Water One Watershed Steering Committee. Attached are recaps of the meetings held May 25, 2017.

Prior Action:

None.

WRCOG Impact:

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

Attachment:

1. OWOW meeting recap of May 25, 2017.

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Item 4.C

Santa Ana Watershed Project
Authority One Water One Watershed
Activities Update

Attachment 1

OWOW meeting recap of
May 25, 2017

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**21st Century Water Strategy:
Working Together to Make a Finite Resource Infinite**

Panel: Implementing the 21st Century Water Strategy

Presentation: A View to the Future

Presentation by Col. Kirk E. Gibbs, Commander, US Army Corps of Engineers LA District

Panel: Mapping Water Use, Making the Watershed Resilient

Lunch Keynote Speaker: Celeste Cantu, GM Santa Ana Watershed Project Authority- part her history, part where SAWPA is today and part looking toward the future

Panel: Engaging with Under-Represented and Overburdened Communities- I spoke on this panel about the EJ Element from JV General Plan and how it is being utilized as well as shared the community engagement piece of Healthy Jurupa Valley

Panel: Showcasing the Region's Ambitious Integrated Projects- Groundwater replenishment, private/public financing ventures for wastewater plant upgrade, Prop 84 Yellow Book project

Panel: To Prop 1 and Beyond- Aligning Local, State, and Federal Dollars for a Resilient Watershed- 2,850 square miles in the watershed, discussed Oroville and aging infrastructure, Hoover Dam is only at 39% capacity

Separate room full of water related vendors. Of particular note was Riv Co Flood Control google flyover of the Santa Ana River Watershed from 7 Oaks to the Ocean near Huntington Beach. Met the vendors who are providing the turf removal and change over for the JUSD Disadvantaged Communities program. So far 130 yards have been changed over.

This conference took the place of our OWOW Steering Committee Meeting for May, 2017

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Western Riverside Council of Governments Executive Committee

Staff Report

Subject: SANDAG Borders Committee Activities Update

Contact: Marsha Swanson, Committee Representative, MSwanson@CityofWildomar.org, (951) 677-7751

Date: June 23, 2017

The purpose of this item is to inform the Committee of activities occurring on the SANDAG Borders Committee.

Requested Action:

1. Receive and file.

Marsha Swanson, Councilmember, City of Wildomar, serves as the WRCOG representative on the SANDAG Borders Committee. Attached is a recap of the meeting held on May 26, 2017.

Prior WRCOG Action:

None.

WRCOG Fiscal Impact:

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

Attachment:

1. SANDAG Borders Committee meeting recap of May 26, 2017.

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Item 4.D

SANDAG Borders Committee
Activities Update

Attachment 1

SANDAG Borders Committee
meeting recap of May 26, 2017

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WRCOG, Executive Committee,

I attended the SANDAG Border Committee on May 26th 2017.

Chairman, Serge Dedina Mayor of Imperial Beach updated us on a meeting he attended in Washington DC regarding the ongoing sewage spillage. They are trying to find a solution to prevent this from happening in the future.

Public Comments:

None

Action Items

Approval of the March 24th 2017 meeting minutes .

Reports at this meeting:

1. SAN DIEGO FORWARD: The regional plan for development of draft tribal consultation plan. Kick off and assessment, leadership of SANDAG and SCTCA met to work on transportation issues. Fourteen tribes have borders with San Diego.

2. CAL FIRE BORDER AGENCY FIRE COUNCIL gave a power point information report on Border Fire Safety. Dating from 1995 to present. They talked about the problems facing international traveler, from weather, rough terrain, and campfires. He said fences won't stop a fire. They made international fuel breaks, posted WARNING signs, left backpacks (BSI) with supplies and have a safety patrols. Border fires were at an all time high in 1998 with 2,862 and at a low in 2010 at only 14. The Harris fire in 2007 had 16 fatalities. He showed many amazing photos.

3. CALEXICO WEST PORT OF ENTRY EXPANSION PROJECT UPDATE. Mark Baza Imperial County Transportation Commissioner gave an update on recent activities. The President's 2017 Budget Request includes funding for phase 2, proposes \$248 million to complete the last phase. There will be 10 NB lanes and 6 SB lanes, but these lanes can be reconfigured according to traffic. The crossing lanes will all be toll lanes, the price will depend on how busy they are.

This was a short meeting concluded a little after 2:00 PM.

Next meeting June 23rd 2017



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: TUMF Program Reimbursement Agreements

Contact: Christopher Gray, Director of Transportation, gray@wrcog.cog.ca.us, (951) 955-8304

Date: June 23, 2017

The purpose of this item is to request that the Executive Committee approve two Reimbursement Agreements for TUMF Projects.

Requested Actions:

1. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Lake Elsinore for the Railroad Canyon Road / I-15 Interchange Project in an amount not to exceed \$1,922,179.
2. Authorize the Executive Director to execute a TUMF Reimbursement Agreement Amendment with the City of Moreno Valley for the Moreno Beach Drive / SR-60 Interchange Project in an amount not to exceed \$13,258,480.

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).

TUMF Reimbursement Agreements

Two Reimbursement Agreements for a TUMF project are being forwarded to the Executive Committee for consideration, and are summarized below.

City of Lake Elsinore (one agreement):

1. Railroad Canyon Road / I-15 Interchange Project in the amount of \$1,922,179:

The project will widen the Railroad Canyon Road / I-15 undercrossing from seven to eight lanes between Summerhill Drive and Mission Trail. The project will also reconstruct the northbound on- and off-ramps to a hook ramp connecting to Grape Street. Additionally, the southbound on-ramp will be widened from one to two lanes and Grape Street will be widened to add a dedicated right turn lane at the northbound hook ramp and Railroad Canyon Road. The Reimbursement Agreement is for the engineering and right-of-way phases of the project.

Staff is requesting approval of the Reimbursement Agreement substantially in the form included in the Staff Report, with revisions as approved by the Executive Director and General Counsel.

City of Moreno Valley (one amendment):

1. Moreno Beach Drive / SR-60 Interchange Project in the amount of \$13,258,480:

Phase I of the project was completed in 2013, which included the eastbound on- and off-ramps, eastbound auxiliary lane, Eucalyptus extension improvements, and related utility relocations. Phase II of the project will include widening of the Moreno Beach Drive overcrossing and the reconstruction / realignment of the westbound on- and off-ramps.

Prior Actions:

May 11, 2017: The Public Works Committee received report.

May 11, 2017: The Planning Directors' Committee received report.

Fiscal Impact:

Transportation Department activities are included in the Agency's adopted Fiscal Year 2016/2017 Budget under the Transportation Department.

Attachments:

1. Reimbursement Agreement with the City of Lake Elsinore for the Railroad Canyon Road / I-15 Interchange Project.
2. Reimbursement Agreement Amendment No. 4 with the City of Moreno Valley for the Moreno Beach Drive / SR-60 Interchange Project.

Item 4.E

TUMF Program Reimbursement Agreements

Attachment 1

Reimbursement Agreement with the City of Lake Elsinore for the Railroad Canyon Road / I-15 Interchange Project

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**TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
RAILROAD CANYON ROAD / I-15 INTERCHANGE**

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 Lake Elsinore**, a California municipal corporation. 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.

E. The Parties recognize that the AGENCY is implementing the Project, as defined below, in cooperation with the Riverside County Transportation Commission (“RCTC”), and RCTC is the entity that has or will engage a consultant to provide the Work, as defined below. Therefore, the AGENCY has requested and WRCOG has agreed to direct reimbursements for authorized Project costs, as set forth herein, to RCTC. The AGENCY shall require RCTC to comply with any provisions of this Agreement applicable to RCTC as the direct recipient of reimbursements hereunder.

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 **Railroad Canyon Road / I-15 Interchange**, (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:

- 2) PS&E – Plans, Specifications and Estimates
- 3) R/W – Right of Way Acquisition and Utility Relocation

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to RCTC, on behalf of AGENCY, on the terms and conditions set forth herein, a sum not to exceed **One Million, Nine Hundred Twenty Two Thousand, One Hundred Seventy Nine Dollars (\$1,922,179)**, to be used for reimbursing RCTC for eligible Project expenses incurred on behalf of AGENCY 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, RCTC 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 or RCTC, 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, RCTC 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 or RCTC 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, or RCTC, as applicable, shall be responsible for initial payment of all the Project costs as they are incurred. Following payment of such Project costs, the AGENCY or RCTC shall submit invoices to WRCOG requesting reimbursement to RCTC of eligible Project costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the AGENCY or RCTC, as applicable, and documents evidencing the AGENCY’s or RCTC’s payment of the invoices or demands for payment. Documents evidencing the AGENCY’S or RCTC’s payment of the invoices shall be retained for four (4) years and shall be made available

for review by WRCOG. The AGENCY or RCTC 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 or RCTC, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. Undisputed amounts shall be paid by WRCOG to RCTC within thirty (30) days. In the event that WRCOG disputes the eligibility of the AGENCY or RCTC for reimbursement of all or a portion of an invoiced amount, the Parties (including RCTC) 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. RCTC shall be permitted to exercise the appeal rights of the AGENCY as set forth herein. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's or RCTC'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 RCTC 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 **Grant Yates, 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 or RCTC 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 or RCTC 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, RCTC or their subcontractors. The AGENCY will reimburse WRCOG for any expenditures, including reasonable attorneys' fees, incurred by WRCOG, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of the AGENCY.

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

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

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

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

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

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

(iii) Contain standard separation of insured provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to AGENCY:	City of Jurupa Valley 130 South Main Street Lake Elsinore, CA 92530 Attention: Grant Yates, City Manager Telephone: 951-674-3124
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If to WRCOG:	Western Riverside Council of Governments Riverside County Administrative Center
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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. RCTC shall be a third party beneficiary as to each provision of this Agreement which expressly refers to RCTC. Except as set forth in the foregoing sentence, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

39. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement by reference as if fully set forth herein.

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 LAKE ELSINORE

By: _____ Date: _____
Rick Bishop
Executive Director

By: _____ Date: _____
Mayor

Approved to Form:

Approved to Form:

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

By: _____ Date: _____

EXHIBIT “A”

SCOPE OF WORK

SCOPE OF WORK:

This TUMF Reimbursement Agreement is for the Engineering and Right-of-Way Phases only.

2017 FTIP Scope of Work per Consistency Amendment No. 3 (approved May 12, 2017):

AT I-15/RR CYN RD IC: WIDEN RR CANYON RD UC FROM 7 TO 8 LNS (SUMMERHILL DR - MISSION TR), RECONSTRUCT NORTH BOUND EXIT/ENTRY RAMPS TO HOOK RAMP CONNECTING TO GRAPE ST, WIDEN SOUTH BOUND ENTRY RAMP FROM 1-2 LNS, WIDEN SHOULDERS SOUTH BOUND EXIT RAMP, WIDEN GRAPE ST TO CONSTRUCT DEDICATED RIGHT TURN LANE AT NORTH BOUND HOOK RAMP AND RAIL ROAD CANYON RD, & CONSTRUCT RAMP ACCEL/DECEL LANES AT RAILROAD CANYON RD.

EXHIBIT “A-1”**ESTIMATE OF COST**

Phase	ZONE TUMF	REGIONAL TUMF	OTHER FUNDING SOURCES**	TOTAL
PA&ED		\$2,555,000 *	\$1,231,801	\$3,786,801
PS&E	\$972,179	\$2,000,000 *	\$127,821	\$3,100,000
RIGHT OF WAY	\$950,000	\$2,600,000 *	\$650,000	\$4,200,000
CONSTRUCTION			\$27,650,000	\$27,650,000
TOTAL	\$1,922,179	\$7,155,000 *	\$29,659,622	\$38,736,801

***RCTC TUMF Regional Arterial Participation**

****Other funding sources may not be secured**

This TUMF Reimbursement Agreement is for the Engineering and Right-of-Way Phases only.

EXHIBIT “A-2”
PROJECT SCHEDULE

TIMETABLE:

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	9/1/2017	\$3,786,801	
PS&E	8/30/2019	\$3,100,000	
RIGHT OF WAY	10/1/2019	\$4,200,000	
CONSTRUCTION	4/30/2020	\$27,650,000	
TOTAL		\$38,736,801	

This TUMF Reimbursement Agreement is for the Engineering and Right-of-Way Phases only.

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 4.E

TUMF Program Reimbursement Agreements

Attachment 2

Reimbursement Agreement Amendment No. 4 with the City of Moreno Valley for the Moreno Beach Drive / SR-60 Interchange Project

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**AMENDMENT NO. 4 TO TRANSPORTATION UNIFORM MITIGATION FEE
PROGRAM AGREEMENT**

MORENO BEACH DRIVE/SR-60 INTERCHANGE

This Amendment No. 4 to Transportation Uniform Mitigation Fee Program Agreement (“Amendment No. 4”) is entered into this _____ day of _____, 2017, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (“WRCOG”) and **CITY OF MORENO VALLEY** (“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 **MARCH 14, 2006** (“Agreement”). The Agreement provides the terms and conditions, scope of work, schedule and funding amount for the construction of the **MORENO BEACH DRIVE/SR-60 INTERCHANGE** (hereinafter the “Project”).

B. WRCOG and AGENCY have entered into an amendment to the Agreement titled “Amendment No. 1 to Transportation Uniform Mitigation Fee Program Agreement” that is dated **JULY 24, 2008** (“Amendment No. 1”).

C. WRCOG and AGENCY have entered into an amendment to the Agreement titled “Second Amendment to Transportation Uniform Mitigation Fee Program Agreement” that is dated **AUGUST 18, 2010** (“Amendment No. 2”).

D. WRCOG and AGENCY have entered into an amendment to the Agreement titled “Amendment No. 3 to Transportation Uniform Mitigation Fee Program Agreement” that is dated

AUGUST 5, 2013 (“Amendment No. 3).”

E. The Parties desire to further amend the Agreement, as amended by Amendment Nos. 1, 2, and 3, by increasing the funding amount pursuant to Sections 7 and 33 of the Agreement.

F. Funds are being increased to conform to the current Transportation Improvement Program (TIP) adopted June 5, 2017, to revise the Scope of Services as set forth in Exhibit A of the Agreement, and to secure the balance of the Maximum TUMF share from the Transportation Uniform Mitigation Fee Nexus Study 2009 Final Report Adopted October 5, 2009 (2009 Nexus Study).

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 as amended by Amendment Nos. 1, 2, and 3 is hereby increased by **Nine Hundred Thousand Dollars (\$900,000)** from “**Twelve Million Three Hundred Fifty Eight Thousand Four Hundred Eighty Dollars (\$12,358,480)**” to an amount not to exceed “**Thirteen Million Two Hundred Fifty Eight Thousand Four Hundred Eighty Dollars (\$13,258,480).**”

2. The foregoing increase in the Funding Amount is within the Maximum TUMF Share.

3. The Agreement, Amendments, and Project are honored and grandfathered under the 2009 Nexus Study acknowledging the Project as a Type 2 Interchange with a Maximum

TUMF Share in the 2009 Nexus Study as “Thirty Two Million Three Hundred Six Thousand Dollars (\$32,306,000).”

4. Exhibits “A”, “A-1”, and “A-2” of the Agreement, as amended by Amendments Nos. 1, 2, and 3, are hereby replaced in their entirety by Exhibits “A”, “A-1”, and “A-2” of this Amendment No. 4, which are attached hereto and incorporated by reference.

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

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

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 4 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 MORENO VALLEY

By: _____
Rick Bishop, Executive Director

By: _____
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

Approved to Form:

Approved to Form:

By: _____
Steven C. DeBaun
General Counsel

By: _____
Martin D. Koczanowicz
City Attorney

Exhibit “A”

SCOPE OF SERVICES

The Project scope consists of engineering, right-of-way, and construction phase services. Reimbursement for additional funds, if needed, for these phases will be addressed in future amendments.

The purpose of the overall project is to alleviate congestion, enhance freeway access, and increase vertical clearance for the SR-60/Moreno Beach Drive Interchange. The purpose of the project will be achieved, in general, by realigning the SR-60/Moreno Beach Drive ramps, adding auxiliary lanes, and replacing the overcrossing structure at SR-60/Moreno Beach Drive. The project is categorized as a Type 2 Interchange in the 2009 Nexus Study.

The scope of work consists of the following: 1) reconstruction and realignment of the SR-60/Moreno Beach Drive freeway ramps with auxiliary lanes at the eastbound off-ramp and the westbound on-ramps, 2) installation of signalization at the intersections of the eastbound and westbound ramps and Moreno Beach Drive, 3) provision for California Highway Patrol (CHP) enforcement areas as required, 4) addition of ramp metering, 5) replacement of the SR-60/Moreno Beach Drive overcrossing structure, 6) extension of Eucalyptus Avenue from Moreno Beach Drive to approximately 500 feet west, 7) modification of the traffic signal for the intersection of Eucalyptus Avenue and Moreno Beach Drive, 8) utility relocations, 9) provision for landscaping and irrigation, and/or hardscape, 10) accommodation of off-site drainage including Line K-1 along Ironwood Avenue (non-TUMF funded), 11) addition of bike lanes and sidewalks on Moreno Beach Drive, and 12) related work as required.

The project's Phase 1 was completed in 2013, constituting the eastbound ramps, eastbound auxiliary lane, Eucalyptus extension improvements, and related utility relocations. Phase 2 constitutes all remaining work. All work will be performed in accordance with the requirements of the California Department of Transportation (Department), City of Moreno Valley (City), and/or other agencies as required.

EXHIBIT “A-1”**ESTIMATE OF COST*****Per June 5, 2017 Adopted Tip**

Phase	TUMF	LOCAL	TOTAL
PA&ED (completed)	\$500,000	0	\$500,000
PS&E	\$3,632,480	0	\$3,632,480
RIGHT OF WAY	\$5,626,000	0	\$5,626,000
CONSTRUCTION	\$3,500,000	\$1,968,750 (1)	\$5,468,750
TOTAL	\$13,258,480	\$1,968,750	\$15,227,230

⁽¹⁾ Minimum Local Match for Moreno Beach/SR-60 Interchange Phase 1 Construction (36%) Only

EXHIBIT “A-2”
PROJECT SCHEDULE

TIMETABLE:

Phase	Estimated Completion Date	Estimated Cost	Comments
PS&E	December 2018	1,172,978	Phase 2
RIGHT OF WAY	December 2018	\$0	Acquisition Complete; Certification Required
CONSTRUCTION	TBD	\$22,000,000	
TOTAL		\$23,172,978	

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Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Appointment of Administration & Finance Committee Members

Contact: Debbie Franklin, Executive Committee Chairwoman, dfranklin@ci.banning.ca.us, (951) 922-4860

Date: June 23, 2017

The purpose of this item is to inform the Committee of the Chairwoman's appointments to the Administration & Finance Committee.

Requested Action:

1. Receive and file.

According to WRCOG's Bylaws, the Administration & Finance Committee provides budget and finance overview for WRCOG in the conduct of its business and personnel issues and forwards its recommendations to the WRCOG Executive Committee for consideration. The Administration & Finance Committee has the authority to 1) increase the WRCOG budget in any category up to fifteen percent, and 2) authorize contracts up to \$100,000 when the contract requires execution prior to the next regularly scheduled Executive Committee meeting.

In addition to the duties described above, the Administration & Finance Committee more broadly has served to review ongoing Agency program activities and discuss potential and/or proposed new WRCOG initiatives prior to consideration by the Executive Committee, often providing recommendations to the Executive Committee. The Administration & Finance Committee also serves as the Nominating Committee for new WRCOG leadership, makes recommendations on various outside committee appointments, is the first point of review for the performance of the Executive Director, and enacts recommendations provided from the Executive Committee.

The Committee meets on a monthly basis, usually on the second Wednesday of each month. Pursuant to the Bylaws, the Administration & Finance Committee is comprised of 11 elected officials from the Executive Committee.

Four positions on the Administration & Finance Committee are "automatic" and include Executive Committee leaders:

Executive Committee Chair:	Debbie Franklin – City of Banning
Executive Committee Vice-Chair:	Chuck Washington – County of Riverside
Executive Committee 2nd Vice-Chair:	Bonnie Wright – City of Hemet
Executive Committee Past-Chair:	Ben Benoit – City of Wildomar

The remaining seven positions on the Administration & Finance Committee are appointed by the Executive Committee Chair. For Fiscal Year 2017/2018, these positions are filled as follows (Note: WRCOG's Bylaws require that two members be from the Board of Supervisors, and one member be from one of the water districts):

Eugene Montanez, City of Corona
Laura Roughton, City of Jurupa Valley
Brian Tisdale, City of Lake Elsinore
Kelly Seyarto, City of Murrieta
Mike Naggar, City of Temecula
Marion Ashley, County of Riverside
Brenda Dennstedt, Western Municipal Water District

Prior Action:

None.

Fiscal Impact:

This item is informational 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: June 23, 2017

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:

June 5, 2017: The Executive Committee received report.

Fiscal Impact:

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

Attachment:

None.

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Western Riverside Council of Governments

Executive Committee

Staff Report

Subject: Anticipated Fiscal Year 2016/2017 carryover funds

Contact: Jennifer Ward, Director of Government Relations, ward@wrcog.cog.ca.us, (951) 955-0186

Date: June 23, 2017

The purpose of this item is to update the Committee on anticipated carryover from the Agency's Fiscal Year 2016/2017 Budget.

Requested Action:

1. Discuss and recommend that the Administration & Finance Committee further discuss and provide recommendations.

Fiscal Year 2016/2017 carryover

At the close of Fiscal Year 2016/2017, WRCOG anticipates carryover net revenues of approximately \$3.9 million. Upon closing the books for the Fiscal Year, staff will present to this Committee an exact carryover figure, likely in July 2017.

Potential Options for allocation

As in prior years, staff will conduct a series of discussions with Committee members on potential allocations of carryover funds. Among the potential options for allocating carryover revenues, staff will highlight the following:

- Renewal of existing carryover revenue-funded programs
 - o BEYOND Framework Fund Round III
 - BEYOND Core renewed at \$1.8 million (equal to Round I allocation)
 - BEYOND Core renewed at lesser amount
 - o WRCOG Fellowship Program Round III
 - One fellow per member agency
 - Up to 960 hours
 - \$15 hourly stipend
 - o Agency Reserves
 - Contribute to the goal of building a reserve equal to 20% of the agency's operating expenses
- Regional Homelessness – supporting and/or expending upon existing initiatives throughout the subregion
- Member Agency Grant Writing Assistance – WRCOG funded consultants to write grant proposals on behalf of member agencies, enabling access to additional funding for such critical areas as affordable housing development, planning, and related projects
- Economic Development
 - o Regional Branding Initiative
 - o Regional Commuting Study – detailed analysis of where residents of the subregion are commuting for work outside of the subregion.
 - o Additional regional economic development activities

- Subregional Climate Action / Adaptation Plan (CAP)
 - o Expansion of the 2012 Adopted CAP to include all WRCOG member agencies
 - o Updated greenhouse gas inventories and climate action and adaptation strategies
 - o Program Environmental Impact Report
- EXPERIENCE – Feasibility Analysis for developing a model sustainability center
- Smart Cities – Feasibility analysis for the deployment of smart city technology in member cities
- Regional Staffing Program – Supplemental support for local projects through WRCOG's contractors
- Water Quality – continuation of program to develop alternative compliance opportunities with new stormwater regulations

Staff welcome ideas for potential revenue allocations from Committee members. In the months to come, staff anticipates the carryover revenues allocation discussions will include the Administration & Finance Committee and potentially an Ad Hoc Committee.

Prior Action:

June 14, 2017: The Administration & Finance Committee received report.

Fiscal Impact:

Allocation of carryover funds is determined by the Executive Committee and, once approved, will be reflected in the Agency's Fiscal Year 2017/2018 Budget.

Attachment:

None.



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Update on Metropolitan Water District / San Diego County Water Authority lawsuit

Contact: Paul Jones, General Manager, Eastern Municipal Water District, jonesp@emwd.org, (951) 928-6130

Date: June 23, 2017

The purpose of this item is to provide an update on the status of the MWD / San Diego County Water Authority lawsuit.

Requested Action:

1. Receive and file.

This item is reserved for a presentation by Paul Jones, General Manager of Eastern Municipal Water District.

Prior Action:

None.

Fiscal Impact:

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

Attachment:

None.