



# Western Riverside Council of Governments Executive Committee

## REVISED AGENDA

Monday, September 10, 2018  
2:00 p.m.

County of Riverside  
Administrative Center  
4080 Lemon Street  
1st Floor, Board Chambers  
Riverside, CA 92501

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

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

1. **CALL TO ORDER / ROLL CALL (Chuck Washington, Chair)**
2. **PLEDGE OF ALLEGIANCE**
3. **PUBLIC COMMENTS**

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

#### 4. **MINUTES**

- A. **Summary Minutes from the August 6, 2018, Executive Committee Meeting are Available for Consideration.**

**P. 1**

**Requested Action:** 1. *Approve the Summary Minutes from the August 6, 2018, Executive Committee meeting.*

## 5. CONSENT CALENDAR

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

### Action items:

- A. **Transportation Uniform Mitigation Fee Program** **Christopher Gray** **P. 11**  
**Activities Update: Approval of Project Reimbursement Agreements and Amendments to Reimbursement Agreements**

- Requested Actions:**
1. *Authorize the Executive Director to execute Amendment No. 3 to the TUMF Reimbursement Agreement with the City of San Jacinto for the Planning and Engineering Phases of the Esplanade Avenue Widening (Warren Road to State Street) Phases I and II Project in an amount not to exceed \$1,170,025.*
  2. *Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of San Jacinto for the Right-of-Way Phase of the Esplanade Avenue Widening (Warren Road to State Street) Phases I and II Project in an amount not to exceed \$1,000,000.*
  3. *Authorize the Executive Director to execute Amendment No. 1 to the TUMF Reimbursement Agreement with March Joint Powers Authority (JPA) for the Construction Phase of the Van Buren Boulevard Widening (Barton Road to 1,000' West of I-215) Project in an amount not to exceed \$7,222,000.*
  4. *Authorize the Executive Director to execute Amendment No. 1 to the TUMF Reimbursement Agreement with the County of Riverside for the Planning and Engineering Phases of the Cajalco Road Widening Project (Alexander Street to I-215) in an amount not to exceed \$2,413,338.*

- B. **Small Cell Deployment and S. 3157** **Tyler Masters** **P. 63**

- Requested Action:**
1. *Adopt an "Oppose" position for Congressional Senate Bill S. 3157 (Thune) and authorize the Executive Director to transmit a letter on behalf of WRCOG indicating WRCOG's oppositions for S. 3157.*

- C. **Approval of Professional Services Agreements for the Regional Climate Adaptation Toolkit for Transportation Infrastructure Phase I** **Andrea Howard** **P. 75**

- Requested Actions:**
1. *Approve the Professional Services Agreement between the Western Riverside Council of Governments and PlaceWorks, Inc., to provide community outreach and engagement support services for the Regional Climate Adaptation Toolkit for Transportation Infrastructure Phase I, in an amount not to exceed \$377,877.*
  2. *Approve the Professional Services Agreement between the Western Riverside Council of Governments and WSP USA, Inc., to provide services developing the Climate Resilient Transportation Infrastructure Guidebook and components of the Community and Transportation Vulnerability Assessment for the Regional Climate*

- Adaptation Toolkit for Transportation Infrastructure Phase I, in an amount not to exceed \$127,083.*
3. *Approve the Professional Services Agreement between the Western Riverside Council of Governments and the Local Government Commission to provide community outreach and engagement support services for the Regional Climate Adaptation Toolkit for Transportation Infrastructure Phase I, in an amount not to exceed \$100,000.*
  4. *Authorize a budget amendment, increasing the budget by a total of \$733,931, of which \$683,431 will be reimbursed by Caltrans through the Adaptation grant to cover all consultant fees and a portion of staff time for the project.*

**Information items:**

**D. Finance Department Activities Update** **Andrew Ruiz** **P. 161**

**Requested Action:** 1. *Receive and file.*

**E. WRCOG Committees and Agency Activities Update** **Rick Bishop** **P. 167**

**Requested Action:** 1. *Receive and file.*

**F. Regional Streetlight Program Activities Update** **Tyler Masters** **P. 183**

**Requested Action:** 1. *Receive and file.*

**G. PACE Programs Activities Update** **Casey Dailey** **P. 187**

**Requested Action:** 1. *Receive and file.*

**H. Local Assistance for WRCOG Member Agencies:  
Grant Writing Assistance & BEYOND Program  
Activities Updates** **Andrea Howard** **P. 191**

**Requested Action:** 1. *Receive and file.*

**6. REPORTS / DISCUSSION**

**A. Report from the League of California Cities** **Erin Sasse, League of California Cities** **P. 215**

**Requested Action:** 1. *Receive and file.*

**B. Regional Homelessness Services Update** **Andrea Howard, WRCOG** **P. 217**

**Requested Action:** 1. *Receive and file*

**Requested Action:** 1. Receive and file

**7. REPORT FROM THE TECHNICAL ADVISORY COMMITTEE CHAIR**

**8. REPORT FROM COMMITTEE REPRESENTATIVES**

SCAG Regional Council and Policy Committee representatives  
SCAQMD, Ben Benoit  
CALCOG, Brian Tisdale

**9. REPORT FROM THE EXECUTIVE DIRECTOR**

*Rick Bishop*

**10. ITEMS FOR FUTURE AGENDAS**

*Members*

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

**11. GENERAL ANNOUNCEMENTS**

*Members*

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

**12. CLOSED SESSION**

**CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION PURSUANT TO  
SECTION 54956.9(d)(4)**

Number of potential cases: 1

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

**14. ADJOURNMENT**

# Western Riverside Council of Governments

4.A

## Regular Meeting

~ Minutes ~

Monday, August 6, 2018

2:00 PM

County Administrative Center

### 1. CALL TO ORDER

The meeting was called to order by Chair Chuck Washington at 2:00 p.m. on August 6, 2018, at the Riverside County Administrative Center, 4080 Lemon Street, Riverside.

| Jurisdiction                     | Attendee Name     | Status  | Arrived / Departed |
|----------------------------------|-------------------|---------|--------------------|
| City of Banning                  | Debbie Franklin   | Present | 1:55 PM            |
| City of Beaumont                 |                   | Absent  |                    |
| City of Calimesa                 | Jeff Hewitt       | Present | 1:55 PM            |
| City of Canyon Lake              | Jordan Ehrenkranz | Present | 1:55 PM            |
| City of Corona                   | Eugene Montanez   | Present | 1:55 PM            |
| City of Eastvale                 | Adam Rush         | Present | 1:55 PM            |
| City of Hemet                    | Bonnie Wright     | Present | 1:55 PM            |
| City of Jurupa Valley            | Laura Roughton    | Present | 1:55 PM            |
| City of Lake Elsinore            | Brian Tisdale     | Present | 1:55 PM            |
| City of Menifee                  | John Denver       | Present | 1:55 PM            |
| City of Moreno Valley            | Victoria Baca     | Present | 1:55 PM            |
| City of Murrieta                 | Kelly Seyarto     | Present | 1:55 PM            |
| City of Norco                    | Kevin Bash        | Present | 1:55 PM            |
| City of Perris                   | Rita Rogers       | Present | 1:55 PM            |
| City of Riverside                |                   | Absent  |                    |
| City of San Jacinto              |                   | Absent  |                    |
| City of Temecula                 | Maryann Edwards   | Present | 2:03 PM            |
| City of Wildomar                 | Ben Benoit        | Present | 1:55 PM            |
| District 1                       |                   | Absent  |                    |
| District 2                       |                   | Absent  |                    |
| District 3                       | Chuck Washington  | Present | 1:55 PM            |
| District 5                       |                   | Absent  |                    |
| EMWD                             | David Slawson     | Present |                    |
| WMWD                             | Brenda Dennstedt  | Absent  | 2:07 PM            |
| Morongo Band of Mission Indians  |                   | Absent  |                    |
| Office of Education (ex-officio) |                   | Absent  |                    |
| TAC Chair (Incoming)             | George Johnson    | Present | 1:55 PM            |
| Executive Director               | Rick Bishop       | Present | 1:55 PM            |

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

**2. PLEDGE OF ALLEGIANCE**

Committee member Laura Roughton led members and guests in the Pledge of Allegiance.

**3. PUBLIC COMMENTS**

There were no public comments.

**4. MINUTES**

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

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

**Action:** 1. *Approved the Summary Minutes from the July 2, 2018, Executive Committee meeting.*

**5. CONSENT CALENDAR**

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

**A. Transportation Uniform Mitigation Fee Program Activities update: Approval of Northwest Zone TIP and Project Reimbursement Agreement**

**Actions:** 1. *Approved the 2018 5-Year Transportation Improvement Program for the Northwest Zone.*  
2. *Authorized the Executive Director to execute a TUMF Reimbursement Agreement with the City of Murrieta for the Engineering Phase of the California Oaks Road Interchange Project in an amount not to exceed \$2,145,959.*

**B. Western Community Energy Activities Update**

**Action:** 1. *Directed and authorized the Executive Director to enter into the Implementation and Management Services Agreement between Western Riverside Council of Governments and Western Community Energy, as to form.*

**C. Finance Department Activities Update**

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

**D. WRCOG Committees and Agency Activities Update**

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

**E. Western Riverside Energy Partnership Activities Update**

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

**F. Regional Streetlight Program Activities Update**

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

**G. Santa Ana Watershed Project Authority One Water One Watershed Activities Update**

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

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

Casey Dailey, WRCOG Director of Energy and Environmental Programs, reported that just under 87,100 projects have been completed, valuing nearly \$1.85B.

Ygrene has requested to participate under WRCOG's PACE umbrella. Ygrene has been operational since 2010 and operates both commercial and residential PACE Programs. Ygrene's structure differs from the other PACE providers. WRCOG would have to file an action in the Superior Court to validate the issuance by WRCOG of bonds pursuant to the Ygrene bond structure. Judicial validation would conclude within 6 months of the initial filing.

As part of the annual processing of assessments on the tax roll, WRCOG is required to adopt resolutions certifying WRCOG has the authority to levy assessments, is following all applicable laws, and is either exempt from or in compliance with Proposition 218.

WRCOG's master indenture provides that when a parcel is delinquent on its tax payments, WRCOG is to initiate or defer a judicial foreclosure. In the past, the Executive Committee has deferred judicial foreclosure. There is one commercial property which has been delinquent on tax and assessment payments since April 2016. The bond holder has requested that WRCOG initiate the judicial foreclosure process. WRCOG has made numerous attempts to contact the property owner via phone calls and letters to no avail.

In 2017, this Committee adopted a resolution which approved seismic strengthening projects as eligible products. The resolution was designed as an "opt-in" resolution. The process is cumbersome and time consuming and staff is recommending an amended resolution be adopted to provide for an "opt-out" for Associate Member jurisdictions.

CleanFund Commercial PACE Capital has requested to participate under WRCOG's PACE umbrella. CleanFund has been operational since 2009, operates in 19 states, and is the largest C-PACE (Commercial PACE) originator.

Committee member Laura Roughton asked if there is a reason Ygrene's bond structure is different than WRCOG's.

Mr. Dailey responded that Ygrene works with another bond issuer under another Joint Powers Agreement in which that bond structure is a draw-down bond structure; it is another way to provide financing for capital projects.

Committee member Bonnie Wright asked if the commercial property owner entering the judicial foreclosure period will be held liable for incurred costs to a certain point throughout the foreclosure process.

Mr. Dailey responded that in the resolution presented today, it is written that the property owner cover all applicable legal expenses, attorney fees, penalties, etc.

WRCOG legal counsel Warren Diven indicated that state law does allow WRCOG to recover its attorney's fees and costs in the event WRCOG is successful in the foreclosure process, or even in the event in which the property comes current on its taxes and assessments.

Committee member Jeff Hewitt asked what happens to a property when it is burned down completely yet still has an owed assessment.

Mr. Dailey responded that staff is looking to add language from a disclosure point into various documents which encourage property owners to, once an eligible product(s) has been added onto the property, contact their insurance company to ensure those improvements are added to their insurance coverage.

Committee member David Slawson asked if there are any potential legal ramifications regarding the seismic retrofits.

Mr. Dailey responded that should this resolution be passed today, WRCOG will notify all jurisdictions. A copy of the opt-out resolution will also be provided to all jurisdictions.

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

**Actions:**

1. *Adopted WRCOG Resolution Number 36-18; A Resolution of the Executive Committee of the Western Riverside Council of Governments Authorizing the Issuance of Limited Obligation Improvement Bonds for the Ygrene Program, Amending the Program Report and Approving the Forms of an Administration Agreement with Ygrene Energy Fund California LLC And Trust Indenture and Bond Purchase and Draw Down Agreement for the Issuance of Bonds for the Ygrene Program of the WRCOG Program and Appointing a Trustee.*
2. *Adopted WRCOG Resolution Number 37-18; A Resolution of the Executive Committee of the Western Riverside Council of Governments Authorizing Judicial Validation Proceedings Relating to the Issuance and Sale of Limited Obligation Improvement Bonds Pertaining to the Ygrene Program of the Western Riverside Council of Governments California Hero Program and Other Matters Related Thereto and Approving Additional Actions Related to Such Proceedings.*
3. *Adopted WRCOG Resolution Number 18-18; A Resolution of the Executive Committee of the Western Riverside Council of*

- Governments Confirming Modification of the California HERO Program Report so as to Expand the Program Area within Which Contractual Assessments May be Offered.*
4. *Adopted Amended WRCOG Resolution 35-17; A Resolution of the Executive Committee of the Western Riverside Council of Governments amending Resolution Number 35-17 to revise the requirements for the implementation of the financing of seismic strengthening improvements as an 'opt out' option in member or associate member jurisdictions .*
  5. *Adopted WRCOG Resolution Number 38-18; A Resolution of Executive Committee of the Western Riverside Council of Governments Making Certain Representations and Authorizing the Placement of Assessments on the Tax Roll in Shasta County.*
  6. *Adopted WRCOG Resolution Number 39-18; A Resolution of the Executive Committee of the Western Riverside Council of Governments to initiate judicial foreclosure on the delinquent property participating in the SAMAS Commercial PACE Program.*
  7. *Supported the Additional Pace Provider Ad Hoc Committee's pending and tentative recommendation to direct and authorize the Executive Director to enter into contract negotiations and execute any necessary documents to include CleanFund under WRCOG's Commercial PACE umbrella.*
  8. *Adopted WRCOG Resolution Number 40-18; 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 Solano County for the SAMAS Commercial Programs.*

**RESULT: APPROVED AS RECOMMENDED****MOVER:** City of Banning**SECONDER:** City of Wildomar**AYES:** Banning, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, Temecula, Wildomar, District 3, EMWD, WMWD,**ABSENT:** Riverside, San Jacinto, District 1, District 2, District 5, Morongo Band of Mission Indians**B. Report from the League of California Cities**

Erin Sasse, League of California Cities, reported that the Legislature is back in session. AB 1912 (Rodriguez. Public employees' retirement: joint powers agreements: liability) has been amended; the joint and severability provisions have been removed. If a Joint Powers Authority were to disband, all the local agencies would have to figure out how to share the liabilities; AB 1912 is not forcing the local agencies to take on all the liabilities.

There are some proposed regulations relating to cannabis. The State is proposing that all cities would have to allow for deliveries within the cities, and also implement a 10-day clock for verification of licenses. If that timeline is not met, then the license would be automatically approved. The League recommends submitting letters of opposition.

The next Division meeting is scheduled for September 12, 2018, at the League's annual conference. In the past this meeting has always been held in the morning; however, this year it will be a lunch time meeting.

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

**C.        Presentation on Santa Ana Watershed Project Authority One Water One Watershed Activities**

Dr. Mike Antos, Santa Ana Watershed Project Authority (SAWPA) Senior Watershed Manager, reported that the One Water One Watershed (OWOW) Program is a response to the Integrated Regional Water Management Program (IRWMP) for the Santa Ana Watershed. There are 12 funding regions in the state. SAWPA is the state-approved Regional Water Management Group for the Santa Ana Watershed.

When water bonds are passed, resources are directed to the funding area as a component of the IRWMP. This funding can provide planning grants, disadvantage communities programs, and implementation grants.

There are three current activities within the OWOW Program: the OWOW Plan Update 2018, the Disadvantaged Communities Involvement Program, and Proposition 1 IRWMP Implementation grants.

The OWOW Steering Committee consists of 11 members. This Steering Committee helps to set goals for the Plan Update. The Plan is written by 10 pillar work groups convened by water leaders.

There is an open current call for projects. Any projects submitted will be part of the finalized Plan. A lot of regional projects were dragged into the database. Projects must be included in the Plan in order to compete for implementation grants. In order to receive any grant related to storm water, a project must be in an IRWMP.

The Department of Water Resources will be releasing a draft Proposal Solicitation Package within approximately four weeks, which will be due in approximately September 2018. Final proposals will be due in the spring of 2019.

Eligibility language can be found within Proposition 1. Federally recognized Indian Tribes, California Native American Tribes, as well as water companies are eligible to receive grants. There is a 50% cost share requirement; however, that can be waived if the project will benefit disadvantages communities.

The Call for Projects is open. The draft OWOW Plan Update 2018 will be out for public comment in September 2018. In the fall, a Call for Projects for those wishing to obtain grants will be released. Grant awards will be distributed from the Department of Water Resources hopefully in the spring of 2019.

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

**D. General CalPERS Update**

Isabel Safie, Best Best & Krieger Partner, reported that CalPERS benefits are funded by three different sources; employer contributions, employee contributions, and investments. CalPERS assumes that approximately 61% of funding comes from investment earnings. As investment earnings miss the mark, the difference is made up by employer contributions.

For WRCOG's member contributions, the classic group has been paying their own share of contributions at 8% for a few years; the PEPR group has a contribution rate set by CalPERS.

The required employer contribution is based upon a formula in affect for employees; types of groups covered; and the status of assets. The WRCOG funding status is at approximately 74% to 76%.

The contribution rate is comprised of two components; normal cost and unfunded accrued liability. Normal costs are associated with the current year of benefits accrued by current employees and based on a percentage of payroll. Unfunded liabilities are the more significant part of expenses.

CalPERS considers demographic assumptions and economic assumptions when determining pension liabilities. Over time, CalPERS has seen a significant decrease in demographics.

Liabilities are affected primarily by investment returns, but also by experience gains and/or losses as compared to assumptions. Since the employer, in a defined benefit plan, will bear the risk of unfunded liability, this increases the cost for employers, as well.

PEPRA is expected to eventually reduce costs, but only as the number of PEPRA employees begin to significantly outnumber classic employees. Changes in CalPERS' actuarial assumptions and policies will also affect pension liabilities.

Retroactive benefits as a result of Senate Bill 400 are no longer, with the greatest factor due to the great recession in 2008/2009.

Investment returns are based upon a discount rate; its primary function is to determine to what extent benefits will be funded over the long-term.

In December of 2017 significant changes were made to the Amortization Policy. For future unfunded liabilities accrued, CalPERS will now be using a 20-year amortization period. Unfunded liabilities on an annual basis will be higher, but they will be paid quicker over time, which means the interest on the amount borrowed will be lower.

Agencies are not expected to experience an impact to their contribution obligations until Fiscal Year 2021/2022.

CalPERS has been given a significant amount of discretion, so long as it can demonstrate with investigation, studies, and reports that its contribution calculations are reasonable.

WRCOG's plan has changed over the last three years. There has been a modest increase in the normal cost, and a more noticeable increase in the unfunded liabilities portion. Looking forward, WRCOG can and should expect increases in the employer contribution rates due to a decrease in the discount rate, a shorter amortization rate going forward, and an increase in unfunded liability.

Because WRCOG only has miscellaneous employees, the impact to the Agency will likely be more modest than when compared to agencies that have safety positions.

One of the reasons for a more aggressive reform is the idea of modeling public sector pensions after private sector pensions. Ultimately, it is the tax payer who bears the burden of the costs.

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

**7.        REPORT FROM THE TECHNICAL ADVISORY COMMITTEE CHAIR**

Incoming Technical Advisory Committee Chairman George Johnson reported that he looks forward to supporting the Executive Committee over the next year. The County will be reaching out to all its cities for participation in the 2020 Census Study.

**8.        REPORT FROM COMMITTEE REPRESENTATIVES**

Brian Tisdale, CalCOG representative, reported that CalCOG continues to update on its website bills it is following, supporting, and/or not supporting.

**9.        REPORT FROM THE EXECUTIVE DIRECTOR**

Rick Bishop, WRCOG Executive Director, introduced Pedro Ramos, and administrative Intern who will be with WRCOG through the summer.

Upcoming presentations in the queue requested by this Committee include presentations on AB 1912, pension reform, a homelessness update, a presentation on the TUMF Fee Calculation, and a Future of Cities Conference update.

A video was played on the recent Ribbon Cutting Ceremony for the Clinton Keith Road improvement project.

**10.        ITEMS FOR FUTURE AGENDAS**

Committee member Kevin Bash requested information regarding the loss of CalPERS benefits, and city liabilities, due to the loss of Redevelopment Agencies.

**11.        GENERAL ANNOUNCEMENTS**

Committee member Brian Tisdale announced that in the recent big fires in this area, only five homes were lost, and encouraged people to thank first responders and to remain aware of fire dangers.

Committee member Laura Roughton announced that the City of Lake Elsinore has an amazing episode on the television show Angler Chronicles, and the City of Eastvale has an excellent show titled *Limitless*.

Committee member Kelly Seyarto announced that the City of Murrieta is having an event in the Town Square Park for the National Night Out event.

Committee member Bonnie Wright announced that the City of Hemet is also having a National Night Out event.

**12. NEXT MEETING**

The next Executive Committee meeting is scheduled for Monday, September 10, 2018, at 2:00 p.m., at the County of Riverside Administrative Center, 1st Floor Board Chambers.

**13. ADJOURNMENT**

The meeting adjourned at 3:15 p.m.

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# Western Riverside Council of Governments Executive Committee

## Staff Report

**Subject:** Transportation Uniform Mitigation Fee Program Activities Update: Approval of Project Reimbursement Agreements and Amendments to Reimbursement Agreements

**Contact:** Christopher Gray, Director of Transportation, [cgray@wrcoq.us](mailto:cgray@wrcoq.us), (951) 405-6710

**Date:** September 10, 2018

*The purpose of this item is to seek approval of a Reimbursement Agreement with the City of San Jacinto, County of Riverside, and March Joint Powers Authority.*

### **Requested Actions:**

1. Authorize the Executive Director to execute Amendment No. 3 to the TUMF Reimbursement Agreement with the City of San Jacinto for the Planning and Engineering Phases of the Esplanade Avenue Widening (Warren Road to State Street) Phases I and II Project in an amount not to exceed \$1,170,025.
2. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of San Jacinto for the Right-of-Way Phase of the Esplanade Avenue Widening (Warren Road to State Street) Phases I and II Project in an amount not to exceed \$1,000,000.
3. Authorize the Executive Director to execute Amendment No. 1 to the TUMF Reimbursement Agreement with March Joint Powers Authority (JPA) for the Construction Phase of the Van Buren Boulevard Widening (Barton Road to 1,000' West of I-215) Project in an amount not to exceed \$7,222,000.
4. Authorize the Executive Director to execute Amendment No. 1 to the TUMF Reimbursement Agreement with the County of Riverside for the Planning and Engineering Phases of the Cajalco Road Widening Project (Alexander Street to I-215) in an amount not to exceed \$2,413,338.

*WRCOG's Transportation Uniform Mitigation Fee (TUMF) Program is a regional fee program designed to provide transportation and transit infrastructure that mitigates the impact of new growth in Western Riverside County. Each of WRCOG's member jurisdictions and the March Joint Powers Authority (JPA) participate in the Program through an adopted ordinance, collect fees from new development, and remit the fees to WRCOG. WRCOG, as administrator of the TUMF Program, allocates TUMF to the Riverside County Transportation Commission (RCTC), groupings of agencies – referred to as TUMF Zones – based on the amount of fees collected in these groups, and the Riverside Transit Agency and the Regional Conservation Authority.*

### **TUMF Reimbursement Agreements and Amendments**

Three Reimbursement Agreements and an Amendment for TUMF projects are summarized below.

#### **City of San Jacinto (one amendment, one agreement):**

1. Esplanade Avenue Widening (Warren Road to State Street) Phases I and II, *Planning and Engineering* Phases, in an amount not to exceed \$1,170,025: This project will provide one new lane of travel, with paved shoulder and curb and gutter, in each direction from Warren Road to State Street, for an approximate length of three and a half miles.

2. Esplanade Avenue Widening (Warren Road to State Street) Phases I and II, *Right-of-Way* Phase, in an amount not to exceed \$1,000,000: This Reimbursement Agreement is for the acquisition of property to accommodate the widening of Esplanade Avenue.

**March JPA (one amendment):**

1. Van Buren Boulevard Widening (Barton Road to 1,000' West of I-215), *Construction Phase*, in an amount not to exceed \$7,222,000: This project will widen Van Buren Boulevard to a minimum of six traffic lanes. The project is being constructed in three phases and is expected to be completed in June 2020.

**County of Riverside (one amendment):**

1. Cajalco Road Widening (Alexander Street to I-215), *Planning and Engineering Phases*, in an amount not to exceed \$2,413,338: This project will widen Cajalco Road from two lanes to four lanes on existing alignments between Alexander Street and I-215 for a total of approximately three miles.

**Prior Action:**

None.

**Fiscal Impact:**

TUMF Program activities are included in the Agency's adopted Fiscal Year 2018/2019 Budget under the Transportation Department.

**Attachments:**

1. Amendment No. 3 to the TUMF Reimbursement Agreement with the City of San Jacinto for the Planning and Engineering Phases of the Esplanade Avenue Widening Project.
2. TUMF Reimbursement Agreement with the City of San Jacinto for the Right-of-Way Phase of the Esplanade Avenue Widening Project.
3. Amendment No. 1 to the TUMF Reimbursement Agreement with March Joint Powers Authority for the Construction Phase of the Van Buren Boulevard Widening Project.
4. Amendment No. 1 to the TUMF Reimbursement Agreement with the County of Riverside for the Planning and Engineering Phases of the Cajalco Road Widening Project.

# Item 5.A

Transportation Uniform Mitigation  
Fee Program Activities Update:  
Approval of Project Reimbursement  
Agreements and Amendments to  
Reimbursement Agreements

## Attachment 1

Amendment No. 3 to the TUMF  
Reimbursement Agreement with the  
City of San Jacinto for the Planning  
and Engineering Phases of the  
Esplanade Avenue Widening Project

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**AMENDMENT NO. 3 TO TRANSPORTATION UNIFORM MITIGATION FEE  
PROGRAM AGREEMENT**

**ESPLANADE AVENUE WIDENING (WARREN ROAD TO STATE STREET) PHASES  
I AND II**

This Amendment No. 3 to Transportation Uniform Mitigation Fee Program Agreement (“Amendment No. 3”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (“WRCOG”) and the **CITY OF SAN JACINTO** (“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 **April 6, 2006** (“Agreement”). The Agreement provides the terms and conditions, scope of work, schedule and funding amount for the construction of the **Esplanade Avenue Widening between Sanderson Avenue to State Street** (hereinafter the “Project”).

B. WRCOG and AGENCY have entered into an amendment to the Agreement titled “Amendment No. 1 to Transportation Uniform Mitigation Fee Program Agreement” that is dated **March 17, 2008** (“Amendment No. 1”).

C. WRCOG and AGENCY have entered into an amendment to the Agreement titled “Amendment No. 2 to Transportation Uniform Mitigation Fee Program Agreement” that is dated **September 25, 2014** (“Amendment No. 2”).

D. The Parties desire to amend the Agreement, as amended by Amendment Nos. 1

and 2, by increasing the funding amount pursuant to Section 7 and 33 of the Agreement. The total funds are being increased as amended by Amendment Nos. 1 and 2,” by **increasing** Engineering (PS&E) funding amount pursuant to Sections 6 and 33 of the Agreement.

E. The Parties desire to amend the Agreement as amended by Amendment Nos. 1 and 2 as additional funding for Engineering has become available in Fiscal Year 2017-18 through the 2017 Hemet/San Jacinto Zone 5-Year Transportation Improvement Program.

### **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 and 2, is hereby **increased by Four Hundred Thousand Dollars (\$400,000)** from **Seven Hundred Seventy Thousand Twenty Five Dollars (\$770,025)** to an amount not to exceed **One Million One Hundred Seventy Thousand Twenty Five Dollars (\$1,170,025)**.

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

3. AGENCY’s Local Match Contribution. Agency funding is not required, as shown in Exhibit “A” attached hereto.

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

5. The above-stated Recitals are hereby fully incorporated into this Amendment No. 3.

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

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

WESTERN RIVERSIDE COUNCIL  
OF GOVERNMENTS

**CITY OF SAN JACINTO**

By: \_\_\_\_\_  
Rick Bishop, Executive Director

By: \_\_\_\_\_  
**Rob Johnson**

Approved to Form:

Approved to Form:

By: \_\_\_\_\_  
Steven C. DeBaun  
General Counsel

By: \_\_\_\_\_  
**Michael Maurer**  
**City Attorney**

Attest:

By: \_\_\_\_\_  
**Angela Walton**  
**City Clerk**

## Exhibit A

## SCOPE OF SERVICES

## SCOPE OF WORK

Project includes the PA&ED and PS&E phases of project development for the future widening of Esplanade Ave to provide one new lane of travel in each direction from Warren Road to State Street, for a length of 3.6 miles. This project is titled *Esplanade Ave Widening (Warren to State)*. The existing roadway primarily consists of one lane in each direction. There is a short segment (approx. 1/4 mile) on Esplanade just west of State Street which already has two lanes in each direction. In this segment, no widening is proposed. One new lane with paved shoulder and curb and gutter will be added in each direction. The project will address all environmental considerations (noise, drainage, bio, etc) in accordance with CEQA guidelines.

Esplanade Ave within the project limits forms the boundary between the City of San Jacinto and the City of Hemet. As such, the two agencies are working together to implement the proposed widening of Esplanade. Esplanade Ave is a key east-west corridor for both cities and is starting to see heavy development (residential and commercial). The City of San Jacinto's ultimate general plan configuration for the north side of Esplanade is a four-lane facility with a striped median, curb and gutter, sidewalks, and a landscape parkway/buffer zone.

The two initial phases of the project are funded herein, including Preliminary Engineering and Environmental studies and Final Engineering. The project schedule is as shown in the following exhibits.

**EXHIBIT “A-1”**  
**ESTIMATE OF COST**

| <b>Phase</b>        | <b>TUMF</b> | <b>LOCAL</b> | <b>TOTAL</b> |
|---------------------|-------------|--------------|--------------|
| <b>PA&amp;ED</b>    | \$294,025   | \$ -         | \$294,025    |
| <b>PS&amp;E</b>     | \$876,000   | \$ -         | \$876,000    |
| <b>RIGHT OF WAY</b> | \$-         | \$ -         | \$-          |
| <b>CONSTRUCTION</b> | \$ -        | \$ -         | \$ -         |
| <b>TOTAL</b>        | \$1,170,025 | \$ -         | \$1,170,025  |

**EXHIBIT “A-2”**

**PROJECT SCHEDULE**

| <b>Phase</b>        | <b>Estimated Completion Date</b> | <b>Estimated Cost</b> | <b>Comments</b>                |
|---------------------|----------------------------------|-----------------------|--------------------------------|
| <b>PA&amp;ED</b>    | April 30, 2019                   | \$294,025             | Underway                       |
| <b>PS&amp;E</b>     | September 30, 2019               | \$876,000             |                                |
| <b>RIGHT OF WAY</b> | September 30, 2019               | .00                   | Not included in this agreement |
| <b>CONSTRUCTION</b> | November 30, 2020                | .00                   | Not included in this agreement |
| <b>TOTAL</b>        |                                  | \$1,170,025           |                                |

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# Item 5.A

Transportation Uniform Mitigation  
Fee Program Activities Update:  
Approval of Project Reimbursement  
Agreements and Amendments to  
Reimbursement Agreements

## Attachment 2

TUMF Reimbursement Agreement  
with the City of San Jacinto for the  
Right-of-Way Phase of the  
Esplanade Avenue Widening Project

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**TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM  
 AGREEMENT TO REIMBURSE TUMF FUNDS  
 ESPLANADE AVENUE WIDENING (WARREN ROAD TO STATE STREET) PHASES  
 I AND II  
 RIGHT-OF-WAY PHASE**

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is entered into as of this day of \_\_\_\_, 20\_\_, by and between the Western Riverside Council of Governments (“WRCOG”), a California joint powers authority and **CITY OF SAN JACINTO**, a California municipal corporation (“AGENCY”). WRCOG and AGENCY are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

**RECITALS**

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

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

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

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

**AGREEMENT**

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

1. Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the AGENCY for the **Esplanade Avenue Widening (Warren Road to State Street) Phases I and II** (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 the defined WRCOG Call for Projects phase detailed herein as follows:

1) R/W – Right of Way Acquisition and Utility Relocation

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed **One Million Dollars**

**(\$1,000,000)**, to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein (“Funding Amount”). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study (“Maximum TUMF Share”), as may be amended from time to time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Termination.

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

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

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

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

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

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

18. Indemnification.

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

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

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

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

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

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

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

(iii) Contain standard separation of insured provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to AGENCY:                      City of San Jacinto  
                                              595 S. San Jacinto Avenue  
                                              San Jacinto, CA 92583  
                                              Attn: Habib Motlagh, City Engineer  
                                              Telephone: 951-654-3592  
                                              Facsimile: 951-654-3672

If to WRCOG:                      Western Riverside Council of Governments  
                                              3390 University Avenue, Suite 450  
                                              Riverside, California 92501  
                                              Attention: Christopher Gray, Director of Transportation  
                                              Telephone: (951) 405-6710  
                                              Facsimile: (951) 787-7991

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

WESTERN RIVERSIDE COUNCIL  
OF GOVERNMENTS

**CITY OF SAN JACINTO**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Rick Bishop  
Executive Director

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Rob Johnson  
City Manager

Approved to Form:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Steven C. DeBaun  
General Counsel

## EXHIBIT “A”

### SCOPE OF WORK

Project includes the right of way and construction phases of project development for the future widening of Esplanade Ave to provide one new lane of travel in each direction from Warren Road to State Street, for a length of 3.6 miles. This project is titled **Esplanade Ave Widening (Warren to State)**. The existing roadway primarily consists of one lane in each direction. There is a short segment (approx. ¼ mile) on Esplanade just west of State Street which already has two lanes in each direction. In this segment, no widening is proposed. One new lane with paved shoulder and curb and gutter will be added in each direction. The project will address all environmental considerations (noise, drainage, bio, etc.) in accordance with CEQA guidelines.

Esplanade Ave within the project limits forms the boundary between the City of San Jacinto and the City of Hemet. As such, the two agencies are working together to implement the proposed widening of Esplanade. Esplanade Ave is a key east-west corridor for both cities and is starting to see heavy development (residential and commercial). The City of San Jacinto’s ultimate general plan configuration for the north side of Esplanade is a four-lane facility with a striped median, curb and gutter, sidewalks, and a landscape parkway/buffer zone.

The right-of-way phase of the project is funded herein. The project schedule is shown in the following exhibits.

**EXHIBIT “A-1”**  
**ESTIMATE OF COST**

| <b>Phase</b>        | <b>TUMF</b>        | <b>LOCAL</b> | <b>TOTAL</b>       |
|---------------------|--------------------|--------------|--------------------|
| <b>PA&amp;ED</b>    | \$294,025          | \$ -         | \$294,025          |
| <b>PS&amp;E</b>     | \$876,000          | \$ -         | \$876,000          |
| <b>RIGHT OF WAY</b> | <b>\$1,000,000</b> | \$ -         | <b>\$1,000,000</b> |
| <b>CONSTRUCTION</b> | \$5,400,000        | \$ -         | \$5,400,000        |
| <b>TOTAL</b>        | \$7,570,025        | \$ -         | \$7,570,025        |

**This reimbursement agreement is only for the right-of-way phase. Construction funding will be added in a future amendment.**

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

| <b>Phase</b>        | <b>Estimated Completion Date</b> | <b>Estimated Cost</b> | <b>Comments</b>                |
|---------------------|----------------------------------|-----------------------|--------------------------------|
| <b>PA&amp;ED</b>    | April 30, 2019                   | \$294,025             | Underway                       |
| <b>PS&amp;E</b>     | September 30, 2019               | \$876,000             |                                |
| <b>RIGHT OF WAY</b> | September 30, 2019               | \$1,000,000           |                                |
| <b>CONSTRUCTION</b> | November 30, 2020                | \$5,400,000           | Not included in this agreement |
| <b>TOTAL</b>        |                                  | \$7,570,025           |                                |

**This reimbursement agreement is only for the right-of-way phase. Construction funding will be added in a future amendment.**

## 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 5<sup>th</sup> 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 |

|                                 |                                |
|---------------------------------|--------------------------------|
| <b>Amount due this Invoice:</b> | <b>\$0,000,000.00</b><br>===== |
|---------------------------------|--------------------------------|

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     |
| <br>Total Invoice to Date:            | <br>\$000,000.00 |
| Total Previously Billed:              | \$000,000.00     |
| Balance Remaining:                    | \$000,000.00     |
| <br>Amount Due this Invoice:          | <br>\$000,000.00 |
|                                       | =====            |

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

By: \_\_\_\_\_  
Name  
Title

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

**EXHIBIT B-5**  
**Sample Progress Report**

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

A. Activities and Work Completed during Current Work Periods

- TASK 01 – 100% PS&E SUBMITTAL
- 1.     Responded to Segment 1 comments from Department of Transportation
  - 2.     Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

| Problems | Corrective Action |
|----------|-------------------|
| None     | None              |

C. Work Planned Next Period

- TASK 01 – 100% PS&E SUBMITTAL
- 1.     Completing and to submit Traffic Signal and Electrical Design plans
  - 2.     Responding to review comments

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# Item 5.A

Transportation Uniform Mitigation  
Fee Program Activities Update:  
Approval of Project Reimbursement  
Agreements and Amendments to  
Reimbursement Agreements

## Attachment 3

Amendment No. 1 to the TUMF  
Reimbursement Agreement with  
March Joint Powers Authority for the  
Construction Phase of the Van Buren  
Boulevard Widening Project

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**AMENDMENT NO. 1 TO TRANSPORTATION UNIFORM MITIGATION FEE  
PROGRAM AGREEMENT**

**VAN BUREN BOULEVARD WIDENING - CONSTRUCTION PHASE  
(BARTON ROAD TO 1000' WEST OF 1-215)**

This Amendment No. 1 to Transportation Uniform Mitigation Fee Program Agreement (“Amendment No. 1”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (“WRCOG”) and **March Joint Powers Authority** (“AGENCY”). WRCOG and the AGENCY are sometimes referred to individually as “Party” and collectively as “Parties.”

**RECITALS**

A. WRCOG and AGENCY have entered into an agreement titled “Transportation Uniform Mitigation Fee Program Agreement” that is dated **October 27, 2014** (“Agreement”). The Agreement provides the terms and conditions, scope of work, schedule and funding amount for the construction of the **Van Buren Boulevard Widening Barton Road to 1000' West Of 1-215** (hereinafter the “Project”).

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

C. Funds are being **increased** for this Project because new funding has become available.

## AGREEMENT

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

1. The Funding Amount contained in Section 2 of the Agreement is hereby increased by **Three Million Twenty-Two Thousand Dollars (\$3,022,000)** from **Four Million Two Hundred Thousand Dollars (\$4,200,000)** to an amount not to exceed **Seven Million Two Hundred Twenty-Two Thousand Dollars (\$7,222,000)**.

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

3. The AGENCY shall provide at least **One Million, Nine Hundred and Five Thousand, One Hundred Forty-Seven Dollars (\$1,905,147)** of funding toward the Work, 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.

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

5. The above-stated Recitals are hereby fully incorporated into this Amendment No. 1.

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

Parties hereto.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to be executed by their duly authorized representatives to be effective on the day and year first written above.

WESTERN RIVERSIDE COUNCIL  
OF GOVERNMENTS

**MARCH JOINT POWERS AUTHORITY**

By: \_\_\_\_\_  
Rick Bishop, Executive Director

By: \_\_\_\_\_  
Danielle M. Wheeler, DPA

Approved to Form:

Approved to Form:

By: \_\_\_\_\_  
Steven C. DeBaun  
General Counsel

By: \_\_\_\_\_  
John Brown  
General Counsel

Attest:

By: \_\_\_\_\_

Exhibit A

SCOPE OF SERVICES

**VAN BUREN BOULEVARD WIDENING (BARTON ROAD TO 1,000' WEST OF I-215)**

This project will widen Van Buren Boulevard in the vicinity of the City of Riverside and unincorporated Riverside County, through land that is currently under the control of the March Joint Powers Authority.

Specifically, the project will construct Van Buren to a minimum of six lanes of traffic (three in each direction) between Barton Road and just west of I-215.

For purposes of this scope, it is assumed the widening of Van Buren Boulevard will occur in three separate distinct Phases:

The Van Buren Phase I project's easterly limit begins at the terminus of the newly constructed Van Buren Interchange. The full width improvements within this segment terminate at Meridian Parkway and transition back to the existing four lane roadway.

The Van Buren Phase II full width improvements begin at Meridian Parkway and terminate at Village West Drive and transitions back to the existing four lane roadway.

The Van Buren Phase III project will complete the full width improvements between Village West Drive and Barton Road.

In addition to the construction of new lanes, the project scope will include, but is not limited to minor drainage modifications/improvements, utility relocations/improvements, retaining walls to accommodate additional lanes, traffic signal modifications/improvements and median modifications where dictated by the road widening.

Funding in this agreement is for the Construction Phase and Utility Relocation. The Authority has designed Van Buren in phases which will allow for the segments to be constructed as funding is available.

**EXHIBIT “A-1”****ESTIMATE OF COST**

| <b>Phase</b>        | <b>TUMF</b>        | <b>LOCAL</b>       | <b>TOTAL</b>       |
|---------------------|--------------------|--------------------|--------------------|
| <b>PA&amp;ED</b>    |                    |                    |                    |
| <b>PS&amp;E</b>     |                    |                    |                    |
| <b>RIGHT OF WAY</b> |                    |                    |                    |
| <b>CONSTRUCTION</b> | <b>\$7,222,000</b> | <b>\$1,905,147</b> | <b>\$9,127,147</b> |
| <b>TOTAL</b>        | <b>\$7,222,000</b> | <b>\$1,905,147</b> | <b>\$9,127,147</b> |

**Note: Funding from this Agreement may be used for completing all three phases of the Construction Phase.**

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

Project to be constructed in three phases:

The Van Buren Phase I project's easterly limit begins at the terminus of the newly constructed Van Buren Interchange. The full width improvements within this segment terminate at Meridian Parkway and transition back to the existing four lane roadway.

The Van Buren Phase II full width improvements begin at Meridian Parkway and terminate at Village West Drive and transitions back to the existing four lane roadway.

The Van Buren Phase III project will complete the full width improvements between Village West Drive and Barton Road.

| <b>Phase</b>        | <b>Estimated<br/>Completion Date</b> | <b>Estimated Cost</b> | <b>Comments</b> |
|---------------------|--------------------------------------|-----------------------|-----------------|
| <b>PA&amp;ED</b>    |                                      |                       |                 |
| <b>PS&amp;E</b>     |                                      |                       |                 |
| <b>RIGHT OF WAY</b> |                                      |                       |                 |
| <b>CONSTRUCTION</b> | <b>June 2020</b>                     | <b>\$9,127,147</b>    |                 |
| <b>TOTAL</b>        |                                      | <b>\$9,127,147</b>    |                 |

# Item 5.A

Transportation Uniform Mitigation  
Fee Program Activities Update:  
Approval of Project Reimbursement  
Agreements and Amendments to  
Reimbursement Agreements

## Attachment 4

Amendment No. 1 to the TUMF  
Reimbursement Agreement with the  
County of Riverside for the Planning  
and Engineering Phases of the  
Cajalco Road Widening Project

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**AMENDMENT NO. 1 TO TRANSPORTATION UNIFORM MITIGATION FEE  
PROGRAM AGREEMENT**

**CAJALCO ROAD WIDENING PROJECT  
(ALEXANDER STREET TO I-215)**

This Amendment No. 1 to Transportation Uniform Mitigation Fee Program Agreement (“Amendment No. 1”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by and between the **WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS** (“WRCOG”) and **COUNTY OF RIVERSIDE** (“AGENCY”). WRCOG and the AGENCY are sometimes referred to individually as “Party” and collectively as “Parties.”

**RECITALS**

A. WRCOG and AGENCY have entered into an agreement titled “Transportation Uniform Mitigation Fee Program Agreement” that is dated **February 5, 2008** (“Agreement”). The Agreement provides the terms and conditions, scope of work, schedule and funding amount for the construction of the **Cajalco Road Widening Project** (hereinafter the “Project”).

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

C. The funding amount specified in the Agreement is being amended to match the funding amount shown in the current Central Zone 5-year Transportation Improvement Plan (TIP) for this project. Funds are being increased for this Project because new funding has become available.

## AGREEMENT

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

1. The Funding Amount contained in Section 2 of the Agreement is hereby increased by **Nine Hundred Nine Thousand Three Hundred Thirty Eight Dollars (\$909,338)** from **One Million Five Hundred Four Thousand Dollars (\$1,504,000)** to an amount not to exceed **Two Million Four Hundred Thirteen Thousand Three Hundred Thirty Eight Dollars (\$2,413,338)**.

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

3. AGENCY's Local Match Contribution. AGENCY funding is not required, as shown in Exhibit "A" attached hereto.

4. Exhibits "A", "A-1", and "A-2" of the Agreement are hereby replaced in their entirety by Exhibits "A", "A-1", and "A-2" of this Amendment No. 1, which are attached hereto and incorporated by reference.

5. The above-stated Recitals are hereby fully incorporated into this Amendment No. 1.

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

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to be executed by their duly authorized representatives to be effective on the day and year first written above.

WESTERN RIVERSIDE COUNCIL  
OF GOVERNMENTS

COUNTY OF RIVERSIDE  
TRANSPORTATION DEPARTMENT

By: \_\_\_\_\_  
Rick Bishop  
Executive Director

By: \_\_\_\_\_  
Patricia Romo  
Director of Transportation

Approved to Form:

Approved to Form:

By: \_\_\_\_\_  
Steven C. DeBaun  
General Counsel

By: \_\_\_\_\_  
County Counsel

APPROVAL BY THE COUNTY BOARD  
OF SUPERVISORS

By: \_\_\_\_\_  
Chairman, Riverside County Board of  
Supervisors

Attest:

By: \_\_\_\_\_  
Kecia Harper-Ihem  
Clerk of the Board

**Exhibit A**

**SCOPE OF SERVICES**

**Cajalco Road Widening Project  
Alexander Street to I-215**

**Description and Scope of Work:**

The proposed Cajalco Road Widening Project is a vital link in the overall east-west regional Cajalco Road Corridor that connects I-15 to the west and I-215 to the east. This segment of Cajalco Road is located in an unincorporated area of Riverside County, just west of the City of Perris.

The proposed project will widen Cajalco Road from two lanes to four lanes on existing alignments between Alexander Street and I-215 for a total of about 3 miles.

The project includes planning, traffic studies, preliminary engineering, environmental studies and environmental document preparation, final design (PS&E), and analysis of right of way requirements.

**EXHIBIT “A-1”**  
**ESTIMATE OF COST**

| <b>Phase</b>                  | <b>TUMF</b> | <b>LOCAL</b> | <b>TOTAL</b> |
|-------------------------------|-------------|--------------|--------------|
| <b>PA&amp;ED – Planning</b>   | \$600,000   | N/A          | \$600,000    |
| <b>PS&amp;E - Engineering</b> | \$1,813,338 | N/A          | 1,813,338    |
| <b>ROW – Right of Way</b>     | \$TBD       | N/A          | \$TBD        |
| <b>CON - Construction</b>     | \$TBD       | N/A          | \$TBD        |
| <b>TOTAL</b>                  | 2,413,338   |              | \$TBD        |

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

| <b>Phase</b>                  | <b>Start Date</b> | <b>Completion Date</b> |
|-------------------------------|-------------------|------------------------|
| <b>PA&amp;ED - Planning</b>   | FY 10/11          | FY 20/21               |
| <b>PS&amp;E - Engineering</b> | FY 20/21          | FY 22/23               |
| <b>ROW - Right of Way</b>     | FY 20/21          | FY 23/24               |
| <b>CON - Construction</b>     | FY 23/24          | FY 25/26               |



# Western Riverside Council of Governments Executive Committee

## Staff Report

**Subject:** Small Cell Deployment and S. 3157

**Contact:** Tyler Masters, Program Manager, [tmasters@wrcog.us](mailto:tmasters@wrcog.us), (951) 405-6732

**Date:** September 10, 2018

*The purpose of this item is to provide an update on staff findings of small cell tower design and administration guidelines within southern California, and provide a legislative update on Congressional Bill S.3157, which proposes to limit local control on small cell deployment.*

### **Requested Action:**

1. Adopt an "Oppose" position for Congressional Senate Bill S. 3157 (Thune) and authorize the Executive Director to transmit a letter on behalf of WRCOG indicating WRCOG's oppositions for S. 3157.

### **Background**

Small cells are low-powered cellular radio access nodes that have a range of between 30 feet and a few miles. Often, small cells are affixed to a "tower," sometimes designed to look like trees or are integrated with other built landscape elements, or they can be affixed to the tops of streetlights. As of December 2012, a total of 12 million small cells have been deployed worldwide, with forecasts as high as 70 million by the year 2025. With an increase in mobile data consuming technologies, the deployment of small cells has been seen as a solution to support the 5th generation (5G) of wireless system communications. Many cities across southern California have begun investigating the development of standards to support the equitable deployment of these technologies.

In May, staff provided preliminary findings to the Planning Directors Committee (PDC) on municipally-adopted design guidelines, revenue generating opportunities, and administrative opportunities that other cities in southern California have begun investigating when looking at small cells. In June, at the direction of the PDC, staff provided the same presentation to the Public Works Committee.

### **Small Cell Deployment: Design, Administration, and Revenue Generating Opportunities**

Small Cell deployment within Southern California varies from city to city. Many jurisdictions have updated Municipal Codes to include the site location, operation, development standards, and design components of telecommunications and wireless communications equipment to support the deployment of things like small cells. Some cities have also been working toward updating permit and application processes to identify rental fees and approval processes. The next steps for many of cities interested in deploying small cells to increase telecommunication services and to bring in additional revenue streams to the cities would be to develop license agreements setting rental fees, and application approval processes.

Staff has compiled a list of over 70 jurisdictions within California and found revenue generating opportunities by small cell deployment. The revenue generating opportunities, within the last few years, has risen dramatically. Within California, rental fees have increased to roughly \$2,000 - \$4,000 per small cell per year. The competitive market average price of a small cell ranges between \$3,600 and \$6,000 per small cell per year.

Small cells are a key tool that will help telecommunication companies serve 5G to communities within Western Riverside County.

### **Congressional Senate Bill S.3157**

In 2017, over 300 jurisdictions in California opposed State Senate Bill, SB 649, which attempted to limit local control of the deployment of telecommunication facilities and small cells across the state. This bill also limited the amount of fees that jurisdictions could charge telecommunications companies for renting out streetlights, or other public facilities within the public right of way. WRCOG and many of its member jurisdictions formally opposed this bill. In 2017, Governor Brown vetoed this bill.

S. 3157 (Thune) is, in many respects, the federal version of SB 649. For example, it requires jurisdictions to respond to small cell applications within a short amount of time, otherwise they become “deem approved;” limits the amount jurisdictions can charge for small cell attachments; and regulates location siting of small cell deployment.

### **WRCOG Opposition of S. 3157**

WRCOG is seeking authorization to sign and transmit a letter indicating an “Oppose” position for S. 3157.

Opposition to this bill is supported by the statements within the General Advocacy and Local Government goals 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 and that WRCOG will support legislative actions that protect the rights of jurisdictions to plan and govern their own communities.

### **Prior Action:**

August 16, 2018: The Technical Advisory Committee recommended that the Executive Committee adopt an “Oppose” position for Congressional Senate Bill S. 3157 (Thune) and authorize the Executive Director to transmit a letter on behalf of WRCOG indicating WRCOG’s oppositions for S. 3157.

### **Fiscal Impact:**

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

### **Attachments:**

1. Marin Telecommunication agency opposition letter for S. 3157.
2. League of California Cities opposition letter for S. 3157.

# Item 5.B

Small Cell Deployment and S. 3157

## Attachment 1

Marin Telecommunication agency  
opposition letter for S. 3157

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 **MARIN**  
TELECOMMUNICATIONS AGENCY

**555 Northgate Drive, #102, San Rafael, CA 94903**  
**415-446-4427      [www.mtamarin.org](http://www.mtamarin.org)**

*Board of Directors*

July 19, 2018

Chair  
Barbara Coler  
*Town of Fairfax*  
  
Vice Chair  
Sashi McEntee  
*City of Mill Valley*

Senator Dianne Feinstein  
United States Senate  
331 Hart Office Building  
Washington, D.C. 20510  
BY MAIL AND EMAIL

Senator Kamala Harris  
United States Senate  
112 Hart Office Building  
Washington, D.C. 20510  
BY MAIL AND EMAIL

Dear Senator Feinstein and Senator Harris:

Marty Winter  
*City of Belvedere*

James Andrews  
*Town of Corte  
Madera*

Dennis Rodoni  
*County of Marin*

Elizabeth Robbins  
*Town of Ross*

Kay Coleman  
*Town of San  
Anselmo*

Andrew  
McCullough  
*City of San Rafael*

Joe Burns  
*City of Sausalito*

David Kulik  
*Town of Tiburon*

Jean Bonander  
*Executive Officer*

The Marin Telecommunications Agency (MTA), a Joint Powers Authority (JPA) comprised of the County of Marin and nine cities/towns, including San Rafael, Belvedere, Corte Madera, Fairfax, Mill Valley, Ross, San Anselmo, Sausalito and Tiburon, opposes enactment of the “Streamlining The Rapid Evolution And Modernization of Leading-edge Infrastructure Necessary to Enhance (STREAMLINE) Small Cell Deployment Act” (S. 3157). On behalf of our communities, we respectfully request that you oppose this proposed legislation.

To summarize, this bill is a direct affront to traditionally-held local authority and will complicate, rather than simplify, national efforts to expedite infrastructure deployment by prolonging state and local processes. We share Congress’s goal of ensuring efficient, safe, and appropriate deployment of new broadband technology. However, this bill is not the best way to achieve that shared goal. S. 3157 would force local governments to lease out publicly owned infrastructure, eliminate reasonable local environmental and design review, and eliminate the ability of local governments to negotiate fair leases or public benefits for the installation of “small cell” wireless equipment on taxpayer-funded property.

**S. 3157 will complicate the existing efforts by state and local governments to deploy small cell infrastructure.** Roughly half of all US states have passed legislation specifically addressing the deployment of small cell wireless structures, and the local governments in those states are busy implementing new ordinances and procedures to comply with those changes, as well as negotiating with industry partners on deployments. This bill introduces an unnecessary, one-size-fits-all preemption of those efforts, when little data exists to determine what is most effective, or whether or not such a broad preemption is needed.

Just this year, the wireless industry pursued similar failed legislation here in California (SB 649) that sought to achieve many of the elements present in this

draft bill. The MTA was and is especially concerned about shifting authority away from our residents, businesses, and communities over to a for-profit industry whose shareholder returns potentially outweigh their considerations for the health, safety, aesthetic, and public benefits of our community.

To be clear, the MTA shares in the goal of ensuring that residents have access to affordable, reliable high-speed broadband and eagerly welcome installation of wireless infrastructure in collaboration with local governments. The plain language in S. 3157 will not help to achieve these goals.

Even while SB 649 was being debated in California, local governments in Marin County were negotiating contracts with telecommunications companies to authorize the conditional use of the right of way and vertical infrastructure for telecommunications attachments. Now, multiple jurisdictions in Marin County are preparing policies, ordinances and procedures for the installation of telecom attachment devices in locations that are mutually agreeable to local governments and telecommunications vendors.

**S. 3157 transfers public property to corporate interests without compensatory public obligations, and captures municipal poles and other civic vertical infrastructure in the rights-of-way.** This bill restricts rights-of-way and municipal pole attachment compensation under both Sections 332 and 253 to direct costs, in violation of the 5<sup>th</sup> and 10<sup>th</sup> Amendments. In addition, Section 332(c)(7) does not currently apply to municipal utility poles, light poles, traffic signals and other state and local governments facilities. In fact, Section 224 exempts municipal poles from the FCC's pole attachment rules. Thus, S. 3157 would grant private industry federally mandated access to all of these facilities and would require the FCC or courts to rate regulate local governments.

**Next, S. 3157 imposes unfair and inappropriate timelines on local governments.** The shot clocks proposed by S. 3157 are considerably shorter than those the federal government applied to itself in the bipartisan MOBILE NOW Act. The reduced size per installation of small cell infrastructure does not directly translate to an accordingly reduced procedural burden on local governments. Cities must still review each site individually to ensure that it meets the jurisdiction's requirements. Further, the limited extension for small jurisdictions and bulk requests of over fifty applications does not address these resource challenges for states and localities.

**Finally, limiting fees and rates to direct and actual costs, S. 3157 is an extreme overreach by the federal government.** Cities negotiate with providers to ensure appropriate compensation to taxpayers for private, profit-generating use of public property and to incentivize development that benefits community residents. In some cases, state constitutions' prohibition on gifts to private entities prohibit cities from assessing less than a fair market value for rental of public property. When cities are prohibited from controlling these rates, they are forced to subsidize private development, at the cost of other critical local services such as road maintenance and public safety.

Local government acquisition of and custodial care of rights-of-ways represents long term investment in the infrastructure needed to support the necessities of community life. It is unfair and unreasonable to expect local government to gift access to this valuable and irreplaceable asset to a specific for-profit industry without adequate compensation and acknowledgement of community priorities in the use of rights-of-way.

For these reasons, the Marin Telecommunications Agency jurisdictions, including the County of Marin, the cities of Sausalito, Belvedere, Mill Valley, San Anselmo and San Rafael, and the towns of Tiburon, Corte Madera, Ross and Fairfax, are opposed to S. 3157 and we urge you to oppose it.

Local governments should have the time and flexibility to ensure that small cell wireless infrastructure is deployed not just quickly, but safely and correctly, in communities throughout the nation. On behalf of the MTA, we look forward to working with you and with our colleagues and partners throughout the nation on a more collaborative solution.

Thank you for your consideration of our request for your opposition.

Sincerely,

A handwritten signature in black ink, appearing to read 'Barbara Coler', written in a cursive style.

Barbara Coler  
Chair

Marin Telecommunications Agency

cc: Representative Jared Huffman – BY MAIL AND EMAIL  
Nancy Hall-Bennett, League of California Cities – BY EMAIL  
Meg Desmond, League of California Cities – BY EMAIL  
Jennifer Harmon, Deputy Director, NATOA – BY EMAIL  
MTA Board members – BY EMAIL

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# Item 5.B

Small Cell Deployment and S. 3157

## Attachment 2

League of California Cities opposition  
letter for S. 3157

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

July 10, 2018

Senator Dianne Feinstein  
United States Senate  
331 Hart Office Building  
Washington, D.C. 20510

Senator Kamala Harris  
United States Senate  
112 Hart Office Building  
Washington, D.C. 20510

Dear Sen. Feinstein and Sen. Harris,

**RE: Opposition to S. 3157 (Thune & Schatz) – STREAMLINE “Small Cells” Act**

On behalf of the League of California Cities, we urge your opposition to S. 3157 (Thune & Schatz), the STREAMLINE Act. The bill would force local governments to lease out publicly owned infrastructure, eliminate reasonable local environmental and design review, and eliminate the ability for local governments to negotiate fair leases or public benefits for the installation of “small cell” wireless equipment on taxpayer-funded property.

Just last year, the wireless industry pursued similar failed legislation here in California that sought to achieve many of the elements present in this bill. The industry’s effort here was met with overwhelming opposition from over 325 cities concerned about shifting authority away from our residents, businesses, and communities over to a for-profit industry whose shareholder returns potentially outweigh their considerations for the health, safety, aesthetic, and public benefits of the communities we serve.

To be clear, cities across California share in the goal of ensuring all our residents have access to affordable, reliable high-speed broadband and eagerly welcome installation of wireless infrastructure in collaboration with local governments. However, this bill will not help in achieving these goals.

Instead, this bill interferes with local governments’ management of their own property and their ability to receive fair compensation for its use. Local governments actively manage the rights of way to protect their residents’ safety, preserve the character of their communities, and maintain the availability of the rights of way for current and future uses. By stringently limiting those factors that local governments may consider in their own land use decisions, and restricting the compensation they receive to the “actual costs” they incur to process applications, this bill limits local governments’ ability to adequately serve and protect residents.

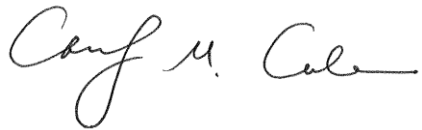
Furthermore, this bill would transfer public property to private companies with no public obligation. S. 3157 restricts the rental rates cities can charge for use of public property such as the right-of-way and municipally owned poles, in direct violation of the 5th and 10th

Amendments of the U.S. Constitution while also limiting rental rates to “actual and direct costs” which also violates the gift prohibition of many state constitutions. This forces taxpayers to subsidize private, commercial development, without any corresponding obligation on providers to serve communities in need or contribute to closing the digital divide in those markets.

This bill can have lasting damaging impacts on the character of each individual city, while simultaneously creating an undue burden on taxpayers to subsidize the irresponsible deployment of wireless infrastructure for private corporations. S. 3157 should be rejected and wireless providers should be instead encouraged to work in collaboration with their local government partners to deploy this critical infrastructure.

For these reasons, the League of California Cities is **OPPOSED to S. 3157 (Thune & Schatz)**. If you have any questions or need any additional information, please contact me or the League's Washington advocate, Leslie Pollner ([leslie.pollner@hklaw.com](mailto:leslie.pollner@hklaw.com)) at 202.469.5149.

Sincerely,

A handwritten signature in black ink, appearing to read "Carolyn Coleman". The signature is fluid and cursive, with the first name "Carolyn" and last name "Coleman" clearly distinguishable.

Carolyn Coleman  
Executive Director

cc: California Congressional Delegation



# Western Riverside Council of Governments Executive Committee

## Revised Staff Report

**Subject:** Approval of Professional Services Agreements for the Regional Climate Adaptation Toolkit for Transportation Infrastructure Phase I

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

**Date:** September 10, 2018

*The purpose of this item is to present the Professional Services Agreements with the three firms, PlaceWorks, Inc., WSP USA, Inc., and the Local Government Commission, which will be working on the Caltrans Grant Funded Climate Adaptation for Transportation Infrastructure, to request approval thereof, and to request approval of a budget amendment to account for the grant funding and related staff expenses.*

### **Requested Actions:**

1. Approve the Professional Services Agreement between the Western Riverside Council of Governments and PlaceWorks, Inc., to provide community outreach and engagement support services for the Regional Climate Adaptation Toolkit for Transportation Infrastructure Phase I, in an amount not to exceed \$377,877.
2. Approve the Professional Services Agreement between the Western Riverside Council of Governments and WSP USA, Inc., to provide services developing the Climate Resilient Transportation Infrastructure Guidebook and components of the Community and Transportation Vulnerability Assessment for the Regional Climate Adaptation Toolkit for Transportation Infrastructure Phase I, in an amount not to exceed \$127,083.
3. Approve the Professional Services Agreement between the Western Riverside Council of Governments and the Local Government Commission to provide community outreach and engagement support services for the Regional Climate Adaptation Toolkit for Transportation Infrastructure Phase I, in an amount not to exceed \$100,000.
4. Authorize a budget amendment, increasing the budget by a total of \$733,931, of which \$683,431 will be reimbursed by Caltrans through the Adaptation grant to cover all consultant fees and a portion of staff time for the project.

Attachments to this staff report have been revised since the initial posting of the Executive Committee Agenda Packet.

### **Regional Climate Adaptation Toolkit for Transportation Infrastructure**

In October of 2017, WRCOG, in coordination with the San Bernardino County Transportation Commission (SBCTA), submitted an application to the Caltrans Adaptation Planning Grant Program, seeking funding for a Regional Adaptation Toolkit for Transportation Infrastructure, to support regional efforts to prepare for and mitigate risks associated with climate adaptation and transportation infrastructure. Caltrans awarded WRCOG and SBCTA a total of \$683,431 to develop the first of two phases of the Toolkit Project (The Project). The Project would include the following components for Western Riverside County:

1. A newly established regional climate collaborative, the “Inland Empire Regional Climate Collaborative” (IERCC);
2. A revision to WRCOG's community vulnerability assessment;
3. City-level, climate-related transportation hazards and evacuation maps;
4. A climate resilient transportation infrastructure guidebook; and
5. A regional climate adaptation and resiliency template general plan element.

The Toolkit components will be developed in the first of a two-phased process. In the second phase, WRCOG will develop a web-based platform to host the Toolkit resources, WRCOG will need to seek additional funding to complete Phase II, as it is not included in the Caltrans grant budget. In addition to the components outlined above, the grant includes \$101,055 for SBCTA to perform a transportation and community vulnerability assessment, which will include a pilot project to perform a risk-based valuation to assess the financial cost to the community as a whole of a potential infrastructure outage, which could be caused by a climate-related issue, such as fire or flood.

1. Inland Empire Regional Climate Collaborative: The Collaborative would be formed between WRCOG and SBCTA as a local branch of the Alliance of Regional Collaboratives for Climate Adaptation (ARCCA). ARCCA is a network of leading regional collaboratives from across California that work together to advance climate adaptation statewide and increase local capacity to build community resilience. Through the Collaborative, WRCOG and SBCTA would connect with peers across the state to exchange knowledge, engage in targeted problem-solving, and implement joint campaigns for climate resiliency, effectively breaking down silos across sectors and jurisdictions, with the express aim of increasing local efficiency.

2. Updated WRCOG Vulnerability Assessment: In 2014, WRCOG released its Subregional Climate Action Plan, CAPtivate, which included an Adaptation and Resiliency Strategy, which provides an overview of expected climate change effects, assets in the subregion that are vulnerable to climate change effects, and adaptation strategies intended to reduce vulnerability and increase resilience. As a component of the Adaptation Toolkit, the Adaptation and Resiliency Strategy will be updated to integrate the newest science and best practices and ensure consistency with the SBCTA vulnerability Assessment, for the purposes of providing similarly consistent and complementary work products for the other tasks included in the Project.

3. Transportation Hazards and Evacuation Maps: The transportation hazards and evacuation maps would be developed for each WRCOG and SBCTA member agency and compiled into a portfolio of city-level maps that can be used for a variety of climate adaptation and resiliency planning efforts, including insertion into local hazard mitigation plans, safety elements of the General Plan, or local adaptation plans / strategies. Leveraging its considerable in-house resources and expertise, SBCTA will take the lead on this element of the project, though WRCOG will be involved throughout the process.

4. Climate Resilient Transportation Infrastructure Guidebook: With information from the existing WRCOG vulnerability analysis, and the SBCTA analysis to be developed as a component of this grant, the Guidebook will provide strategies using green streets infrastructure, which aims to harness the efficacy of natural processes to manage flooding and extreme heat, to mitigate identified risks and provide resiliency to climate change effects on the transportation system. For example, permeable pavement can be used to help reduce pavement temperatures by absorbing sunlight, mitigate the urban heat island effect, and slow flash flooding during flood and storm events.

5. Regional Climate Adaptation and Resiliency Template General Plan Element: The Regional Template Climate Adaptation & Resiliency Element will be a timely resource for jurisdictions to incorporate into their General Plans or use in other policy to meet newly enacted requirements under SB 379, which mandates that the safety elements of General Plans must now include climate adaptation and resiliency strategies, or that these strategies must otherwise be included in local hazard mitigation plans. This template element will build on work previously conducted in WRCOG's Subregional Climate Action / Adaptation Plan, and will provide the necessary framework for jurisdictions to comply with new SB 379 mandates.

Funding: Caltrans is providing \$683,431 of an estimated total project cost of \$771,977. The grant monies will cover all consultant expenses and a portion of WRCOG and SBCTA staff expenses. WRCOG and SBCTA will

contribute a combined \$88,546 through in-kind (staff time) services to meet a required local match of 11.47 percent of the project whole. Of the in-kind contribution, WRCOG's staff expense is estimated to be \$50,500.

Schedule: The project will commence immediately and, per the grant requirements, will conclude by the end of February 2020.

**Consultants**

In the grant application submitted to Caltrans, it was specified that WRCOG and SBCTA would work with the Local Government Commission (LGC) for the community engagement components of the project. LGC is a leader in outreach and engagement across the state, particularly as it relates to climate adaptation and resiliency and is the organizational support behind ARRC, the larger organization the Project seeks to establish a local chapter of through Task 1.

For the additional tasks of the Project, a Request for Proposals was released on June 18, 2018. Interviews were held on August 16, 2018, with the two firms which submitted Proposals for the Project: PlaceWorks, Inc., and WSP USA, Inc. The review panel decided to award both firms different components of the Project. PlaceWorks demonstrated significant local knowledge of the region in addition to technical proficiency, so that firm was selected to lead the majority of the Project tasks. Recognizing the exceptional technical abilities and cutting-edge methods proposed by WSP USA, the panel selected that firm to lead development of the Transportation Infrastructure Guidebook. The Professional Service Agreements for each LGC, PlaceWorks, and WSP are provided as Attachments 1, 2, and 3, respectively.

**Prior Action:**

February 5, 2018: The Executive Committee Adopted Resolution Number 05-18; A Resolution of the Executive Committee of the Western Riverside Council of Governments authorizing the Executive Director to execute agreements with the California Department of Transportation for the Regional Climate Adaptation Toolkit for Transportation Infrastructure Phase I Project.

**Fiscal Impact:**

Staff will increase the consulting and staffing expenditure budget per the approved requested action. The staff time not covered by the grant will be covered through the Local Transportation Fund (LTF).

**Attachments:**

1. Professional Services Agreement between the Western Riverside Council of Governments and PlaceWorks, Inc.
2. Professional Services Agreement between the Western Riverside Council of Governments and WSP USA, Inc.
3. Professional Services Agreement between the Western Riverside Council of Governments and the Local Government Commission.

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# Item 5.C

Approval of Professional Services  
Agreements for the Regional Climate  
Adaptation Toolkit for Transportation  
Infrastructure Phase I

## Attachment 1

Professional Services Agreement  
between the Western Riverside  
Council of Governments and  
PlaceWorks, Inc.

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

## **1. PARTIES AND DATE.**

This Agreement is made and entered into this \_\_\_\_ day of September, 2018, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG") and PlaceWorks, Inc., a California S-Corporation ("Consultant"). WRCOG and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

## **2. RECITALS.**

### **2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of certain professional services required by WRCOG on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing climate adaptation planning services, is licensed in the State of California, and is familiar with the plans of WRCOG.

### **2.2 Project.**

WRCOG desires to engage Consultant to render such professional services for the Regional Climate Adaptation Toolkit for Transportation Infrastructure ("Project") as set forth in this Agreement.

## **3. TERMS.**

### **3.1 Scope of Services and Term.**

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

3.1.2 Term. The term of this Agreement shall be from the date first specified here in to March 30, 2020, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### **3.2 Responsibilities of Consultant.**

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

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

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, WRCOG shall respond to Consultant's submittals in a timely manner. Upon request of WRCOG, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

3.2.4 Substitution of Key Personnel. Consultant has represented to WRCOG that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of WRCOG. In the event that WRCOG and Consultant cannot agree as to the substitution of key personnel, WRCOG shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to WRCOG, or who are determined by the WRCOG to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the WRCOG. The key personnel for performance of this Agreement are as follows: **Tammy Seale, Aaron Pfannenstiel, Eli Krispi, Michael Nilsson, Fernando Sotelo, Robert Kain, Jen Chung, Jacqueline Protsman, Ryan Shepard, Brian Judd, Colin Drukker, Steve Gunnells, and Mark Teague.**

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

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

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

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

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

3.2.10 Insurance.

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

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

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

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

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

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

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

(A) General Liability.

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

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

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

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

(B) Automobile Liability.

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

(C) Workers' Compensation and Employers Liability Coverage.

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

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

(D) All Coverages.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Three Hundred Seventy-Seven Thousand Eight Hundred Seventy-Seven Dollars (\$377,877)** without written approval of WRCOG's Executive Committee. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement

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

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

3.3.4 Extra Work. At any time during the term of this Agreement, WRCOG may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by WRCOG to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement.

Consultant shall not perform, nor be compensated for, Extra Work without written authorization from WRCOG's Representative.

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

### **3.4 Accounting Records.**

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

### **3.5 General Provisions.**

#### **3.5.1 Termination of Agreement.**

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

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

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

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

**Consultant:** PlaceWorks, Inc.  
3 MacArthur Place, Suite 1100  
Santa Ana, CA 92707  
Attn: Brian Judd

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

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

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

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

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

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

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

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

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

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

**3.5.6 Indemnification.** Consultant shall defend, indemnify and hold the WRCOG, its officials, officers, consultants, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or

incident to any alleged acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against WRCOG, its directors, officials, officers, consultants, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against WRCOG or its directors, officials, officers, consultants, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse WRCOG and its directors, officials, officers, consultants, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by WRCOG, its directors, officials, officers, consultants, employees, agents or volunteers. This section shall survive any expiration or termination of this Agreement. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

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

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

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

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

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

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

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

ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

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

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

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

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

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

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

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

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

### **3.6 Subcontracting.**

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

**[SIGNATURES ON FOLLOWING PAGE]**

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

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

WESTERN RIVERSIDE COUNCIL  
OF GOVERNMENTS

PlaceWorks, Inc.

By: \_\_\_\_\_  
Rick Bishop  
Executive Director

By: \_\_\_\_\_  
Brian Judd  
Managing Principal

APPROVED AS TO FORM:

By: \_\_\_\_\_  
General Counsel  
Best Best & Krieger, LLP

## EXHIBIT “A” SCOPE OF SERVICES

### Approach and Understanding of the Scope of Work Plan

#### Project Understanding

The WRCOG and SBCTA service areas cover over 20,000 square miles and are home to over 3.5 million people. This vast territory includes some of the fastest growing communities in California, major industrial and institutional hubs, world-famous tourist destinations, and highly sensitive remote habitats. Like much of the rest of California, the WRCOG and SBCTA service areas face present and future harm from climate-related hazards such as extreme heat, wildfire, floods, and droughts. Although these hazards are common throughout much of California, the size and complexity of western Riverside and San Bernardino counties limits the use of a “standardized” or “one-size fits all” approach to climate vulnerability and resiliency. We understand that WRCOG and SBCTA are seeking a tailored toolkit to support climate adaptation planning throughout the region. A holistic, thorough, and highly tailored approach is necessary to help safeguard the WRCOG and SBCTA service areas against climate-related hazards and build comprehensive, community-wide resiliency.

The PlaceWorks team can provide this all-encompassing, detailed approach. We have conducted extensive work in the WRCOG and SBCTA service territories on climate resiliency and land use planning projects. PlaceWorks staff prepared both the San Bernardino County Climate Change Vulnerability Assessment as part of the general plan update and WRCOG’s “CAPtivate Western Riverside County.” Our analysis for San Bernardino County focused on the unincorporated areas of the county as part of the San Bernardino Countywide Plan. Our team members worked on multiple phases of WRCOG’s CAPtivate climate action and adaptation planning effort while employed at another firm. ICF, a member of the PlaceWorks team, completed a Transit Resiliency Toolkit for the entire Southern California Association of Governments (SCAG) territory, including the WRCOG and SBCTA service areas. We have also prepared numerous plans for local communities throughout the area, and many members of the PlaceWorks team live and work in western Riverside and San Bernardino counties. We are familiar with the characteristics and issues in the region, and confident that we can prepare a climate adaptation toolkit that is focused and highly responsive to your unique conditions. We feel that the PlaceWorks team has an advantage in this because of our intimate knowledge of the previous climate adaptation projects that are the foundation of this critical project.

Based on our experience conducting vulnerability assessments in San Bernardino County, we know that the region has several significant vulnerabilities. Many important roadways, including Interstates 15 and 40, run through wildfire- and flood-prone areas. If they are blocked by hazard events, it could cause congestion and access difficulties throughout the region. Homeless persons and people who work outdoors are susceptible to extreme heat and other hazards. Senior citizens and persons with medical challenges are highly vulnerable to hazards that can adversely affect health or may require evacuations, such as wildfires, extreme heat, and floods. Persons with low incomes or other resource limitations face disproportionate harm from hazard events, as financial constraints make it harder to prepare for or recover from an emergency. We also know that economic activities such as agriculture and recreation can be disrupted by drought, and that droughts and severe weather can interrupt important utility services. The natural resources in the region, which are a source of community pride as well as important contributors to the local economy, are at risk of harm from drought, extreme heat, wildfire,

and pest and disease outbreaks. Our experience with the CAPtivate vulnerability assessment confirmed similar issues in Riverside County as well the possibility of demand for public health and safety services exceeding capacity, causing services to be less effective. The PlaceWorks team will build from this existing awareness of the climate vulnerability issues in the region to prepare the vulnerability assessment for the SBCTA service area, incorporating new science and best practices.

In addition to the climate resiliency projects for the region that members of the PlaceWorks team prepared, communities in western Riverside and San Bernardino counties have also taken action to address climate-related hazards. We understand that this toolkit and all components must incorporate local accomplishments and planning efforts as both a foundation for this project and a valuable source of information. The toolkit will support continued coordination between individual jurisdictions in the WRCOG and SBCTA service areas, leveraging opportunities and lessons learned to ensure a greater regional approach to climate adaptation planning.

The PlaceWorks team is aware that toolkits covering large regions must be responsive to the needs and characteristics of remote desert communities, mountain towns, and major urban areas, which involves extensive engagement from WRCOG and SBCTA staff, staff of participating communities, and external stakeholders and community members. We know the importance of close collaboration and regular, meaningful participation with all involved parties, and understand that WRCOG, SBCTA, and the Local Government Commission will be responsible for community outreach and engagement, including formation of the Inland Empire Regional Climate Collaborative. However, since we have conducted extensive outreach activities with WRCOG and SBCTA communities, we understand the values and opinions of engaged stakeholders and will prepare elements of this project that are easily usable in outreach activities and responsive to stakeholders. Climate change vulnerability is inherently complex, but we must find clear, down-to-earth ways to speak to communities about it.

The success of this toolkit depends on whether individual communities can easily understand it and actually use it to create effective climate adaptation strategies. Because usability is of such critical importance, we will develop all components of the toolkit with the end user in mind. We make a practice of creating user-friendly deliverables that simplify complex issues while maintaining accuracy and sufficient detail. All elements will be clearly laid out, and we will use graphics, maps, and tables to illustrate and explain key concepts. To keep the document approachable and easily understood, we will avoid unnecessary technical jargon and clearly explain any technical terms and concepts that are necessary to understand the issues.

The PlaceWorks team fully understands WRCOG's and SBCTA's intent and desired outcomes of this project. We will rely on our team's extensive expertise in developing, updating, and implementing climate adaptation and resiliency efforts in the Inland Empire and throughout California to prepare this toolkit. Our commitment in working with WRCOG and SBCTA is to provide guidance and materials that each of your jurisdictions can use to make their communities safer and better prepared for the future.

## Scope of Work

Below is the PlaceWorks team's approach to the scope of work provided by WRCOG and SBCTA. Our team prepared this approach based on our prior experience and our understanding of the project gathered from the Request for Proposals and discussions with staff. We are available and willing to modify this approach to better tailor it to your needs or accommodate other priorities. Each task includes project management and coordination activities to support achievement of overall project

goals and individual task objectives. Each task also includes preparation of draft and final deliverables and presentation of final deliverables to WRCOG, SBCTA, and Caltrans.

### Task 1. Form Regional Climate Collaborative (Adaptation Planning Grant Task 2)

As noted in the RFP, the Local Government Commission will lead and complete this task in partnership with



WRCOG & SBCTA. This task involves the organization, facilitation, and launching of the Inland Empire Regional Climate Collaborative (IERCC). PlaceWorks and ICF will provide support to the IERCC and project team related to the formation of collaborative or outreach to the community and stakeholders, specially related to the technical analyses led by our team that will support IERCC discussions and community outreach.

In addition, our approach to Tasks 2 to 5 includes coordination, consultation, and collaboration with WRCOG and SBCTA staff and staff of participating agencies. Each task includes in-person meetings and/or an online webinar to support preparation of work products. Our team is open to coordinating with WRCOG, SBCTA, and the Local Government Commission team to identify opportunities to integrate our planning process and proposed meetings into the outreach plan and engagement activities developed as part of Task 1.

#### Deliverables and Meetings:

- Task 1 will be led by the Local Government Commission, WRCOG, and SBCTA staff. PlaceWorks does not anticipate preparation of work products for Task 1.
- PlaceWorks' project management team will coordinate with WRCOG, SBCTA, and/or LGC staff in support of community and/or agency outreach as supported by our budget.

### Task 2. San Bernardino County Transportation and Community Vulnerability Assessment (Adaptation Planning Grant Task 3.1)

PlaceWorks understands that WSP will prepare a Risk-Based Vulnerability Assessment Pilot Project for two facilities. The PlaceWorks and ICF team will coordinate with WSP and the WRCOG & SBCTA project team to identify potential sites following preparation of the San Bernardino County Vulnerability Assessment and WRCOG Vulnerability Assessment Update prepared by the PlaceWorks and ICF team. PlaceWorks' budget for Task 2 includes monthly coordination meetings (by phone or webinar) during completion of the pilot study.

#### Task 2.1. Prepare San Bernardino County Vulnerability Assessment

As requested in the RFP, the PlaceWorks team will use the WRCOG CAPtivate vulnerability assessment, which relied on the methods in the California Adaptation Planning Guide, as a model for the SBCTA vulnerability assessment. ICF will lead this task with support from PlaceWorks. Our approach will follow the four steps used in the CAPtivate vulnerability assessment.

*Source: Figure A-4: The Vulnerability Assessment Process, from the Technical Appendix of WRCOG's Subregional Climate Action Plan*

**Step 1: Exposure.** The PlaceWorks team will analyze projected exposure for San Bernardino County for the same climate hazards used in the WRCOG assessment: extreme heat, drought, wildfire, and flooding/extreme events. We will also discuss with SBCTA whether to include any additional hazards, such as agricultural pests and diseases, human health impacts, or severe weather, which were included in the vulnerability assessment prepared by PlaceWorks for unincorporated San Bernardino County. The RFP requests that the San Bernardino County vulnerability assessment use similar datasets as the WRCOG one; however, the state recently updated its climate projection datasets as part of the 4th Climate Assessment. These datasets will be finalized and released in August. SCAG is currently using the 4th Climate Assessment datasets for a similar vulnerability assessment currently being prepared by ICF. We will rely on these datasets, supplemented as needed with information from the state Cal-Adapt database, the 2018 State Hazard Mitigation Plan, and local plans and reports, to ensure that the most recent and best-available science is used.

Our work will build on the existing vulnerability assessments and other documents that include climate resiliency information in the WRCOG/SBCTA service area. Although our goal is to avoid conflicting analyses and unnecessary work, climate adaptation is a rapidly evolving field, and previous documents may not reflect the most recent science or current best practices. For example, the table below shows a brief comparison between the 2014 CAPtivate vulnerability assessment approach and our proposed approach to the San Bernardino County vulnerability assessment. We will ensure that the transportation and community vulnerability assessment for San Bernardino County is as up to date as possible to provide all participating jurisdictions with the best available foundation for improving community resiliency. To avoid conflicting analysis, our scope for this task includes an update to the CAPtivate vulnerability assessment (Task 2.2). Although this update is not included in WRCOG and SBCTA's grant application, our team is prepared to conduct a cost-effective update to support a consistent and up-to-date assessment for the region.

| PROPOSED SBCTA VULNERABILITY ASSESSMENT                                  | 2014 WRCOG VULNERABILITY ASSESSMENT                                                                  |
|--------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| Includes key economic drivers as a community asset.                      | Does not assess how climate change could affect major economic activities.                           |
| Analyzes climate-related effects to all community services.              | Public health is the only service in the assessment.                                                 |
| Relies on the most recent, best-available science and other information. | Does not include extensive new research and guidance released since 2014.                            |
| Assesses a full range of climate-related effects.                        | Does not consider severe weather, including severe winter weather, and pest or disease infestations. |

We will produce GIS layers and high-resolution PDFs of San Bernardino County for each hazard. If appropriate, we will provide maps of specific locations in the county where a more detailed, zoomed-in view would be helpful. We will also prepare a brief narrative (a few paragraphs per hazard) that summarizes how each hazard might change in the area. If an update to the WRCOG vulnerability assessment is desired, the maps in the WRCOG report will be similarly updated.

**Steps 2 to 4: Identify Sensitivities, Impacts, and Adaptive Capacity, and Prioritize by Vulnerability.** We will prepare a comprehensive vulnerability assessment that identifies the climate susceptibility of

several different categories of populations and assets. This will include populations and assets in existing assessments as well as others that emerge from conversations with Inland Empire Regional Climate Collaborative members, local jurisdiction staff, community members, and other stakeholders. The PlaceWorks team recommends evaluating the climate-related vulnerabilities of the following groups of populations and assets:

- **Social vulnerability of persons likely to be disproportionately harmed by climate-related hazards.** Examples include senior citizens (especially those living alone), persons in poverty, and persons who are linguistically isolated. We will consider vulnerability to physical harm as well as emotional well-being and overall quality of life. This approach will build on the methods used in CalEnviroScreen.
- **Transportation-related buildings and infrastructure.** We expect this to include roadways and rail lines as well as airports, train stations, rail yards, bridges, trails, and other supportive facilities.
- **Other key infrastructure not related to transportation.** This includes the components of electrical and natural gas systems, water and wastewater infrastructure, communication facilities, and dams and flood-control infrastructure.
- **Other buildings not related to transportation.** Examples include police and sheriff stations, fire stations, key government offices and administrative centers, schools, medical centers, and care homes.
- **Economic drivers** for San Bernardino County and local communities, including major employers, recreational facilities, and agricultural areas.
- **Ecosystems and natural resources.** We expect this to include the range of ecosystems throughout San Bernardino County as well as local parks, state and federal preserves, and groundwater supplies.
- **Key services that protect public health and safety.** Examples include communications, water and wastewater, energy delivery, public safety, and health services.

We recognize that assessing the vulnerability of the transportation sector is a key priority of this project. We will first work with SBCTA (and WRCOG as relevant) to identify the specific assets or systems that should be evaluated for vulnerability, building from the categories used in the WRCOG vulnerability assessment and refining the list in future discussions. We plan to evaluate the impact and adaptive capacity of transportation-related infrastructure through facilitated discussions with SBCTA and key stakeholders from local agencies, which has been highly effective in our experience. Team member ICF recently facilitated a series of interviews with transit managers in the SCAG region to discuss potential climate impacts on the transit systems specifically. For the SBCTA vulnerability assessment, we will draw on these discussions with stakeholders for insight into transit sensitivities.

For the non-transportation sectors (populations, structures, public health, and biological resources), we will draw extensively on the San Bernardino County Climate Adaptation and Resiliency Strategy, which PlaceWorks recently completed. Using the CAPtivate vulnerability assessment as a template, we will customize the information to San Bernardino County by summarizing the key findings and conclusions from the adaptation and resiliency strategy. We will also identify which of the vulnerability findings from WRCOG's assessment may be applicable to San Bernardino County with minor updates. For example, WRCOG's discussion on populations could be relevant, but with adjustments to the statistics on percentage of population above 65, low income, etc., which in turn could affect the vulnerability scores. Other San Bernardino County statistics may have more recent sources that could be updated. For

example, we would confirm the percentage of California’s electricity from hydroelectric sources, since there may be an update to the 2014 statistic in WRCOG’s vulnerability plan.

For transportation-related assets not represented by key stakeholder discussions as well as a handful of topics unrelated to transportation, we will hold virtual interviews in a webinar-discussion format with key stakeholders who have knowledge of systems and issues in San Bernardino County. Stakeholders may include representatives from SCAG (beyond the transit-focused representatives we will have spoken with already), representatives from SBCTA, transportation officials from a select number of the cities in San Bernardino County, and stakeholders knowledgeable on the non-transportation topics being explored. We anticipate holding up to five webinars, with about two to five participants each.

For each webinar, we will prepare slides that discuss the potential exposure in their particular areas, then guide participants through facilitated discussions to better understanding the potential impacts and adaptive capacities of the elements of their systems. The PlaceWorks team will work with SBCTA and WRCOG to identify potential participants, and we will coordinate all logistics of the webinars, including scheduling, preparing slides, facilitating the discussion, taking notes, and summarizing findings.

We will use these finding to develop a quantitative ranking of vulnerability derived from impact and adaptive-capacity scoring and following the methods in the Adaptation Planning Guide. This will also reflect the vulnerability scoring matrix used in the existing WRCOG and San Bernardino County vulnerability assessments. We will include brief write-ups of the vulnerabilities of each population and asset, calling out specific locations and facilities as feasible and appropriate.

|                         |     | IMPACT SCORE |     |     |     |     |
|-------------------------|-----|--------------|-----|-----|-----|-----|
|                         |     | IM0          | IM1 | IM2 | IM3 | IM4 |
| ADAPTIVE CAPACITY SCORE | AC0 | V2           | V3  | V4  | V5  | V5  |
|                         | AC1 | V1           | V2  | V3  | V4  | V5  |
|                         | AC2 | V1           | V1  | V2  | V3  | V4  |
|                         | AC3 | V0           | V1  | V1  | V2  | V3  |
|                         | AC4 | V0           | V0  | V0  | V1  | V2  |

Source: Figure A-4: The Vulnerability Assessment Process, from the Technical Appendix of WRCOG’s Subregional Climate Action Plan

## Task 2.2. Update WRCOG Vulnerability Assessment

We propose to prepare an update to WRCOG’s CAPtivate vulnerability assessment that integrates the newest science and reflects the most up-to-date best practices. This would ensure that the WRCOG vulnerability assessment remains accurate and is of greatest use to jurisdictions in the WRCOG service area. It would also ensure greater consistency between the WRCOG and SBCTA vulnerability assessments. We would ensure that the list of populations and assets is the same for both the WRCOG and SBCTA documents to the extent applicable. PlaceWorks will review the existing vulnerability assessment, prepare a memo summarizing recommended updates, and prepare the updates upon

approval of WRCOG. Although this task is not included in the WRCOG and SBCTA original scope of work, we recommend it to ensure compatibility and consistency between the two vulnerability assessments.

### Task 2.3. Draft Adaptation Programs and Strategies

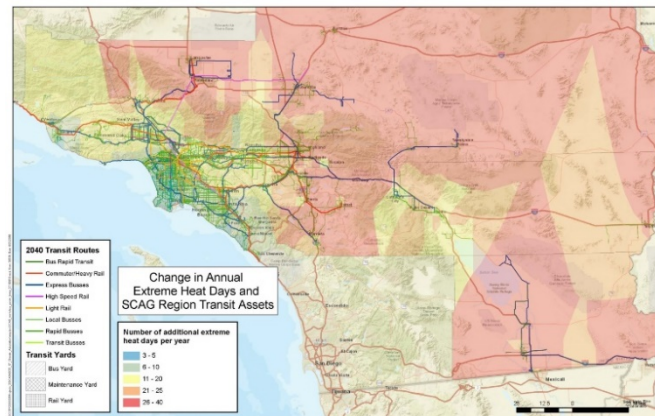
We will begin this subtask with desk research to identify and summarize the existing adaptation programs in the region that may affect the jurisdictions in San Bernardino County.

These may include city-level adaptation plans, efforts by SCAG, and programs at the state level. We will prepare a brief document (about five pages or less) that summarizes these efforts. This document will be used to make sure that the resiliency investment decisions made are within the broader context of other adaptation initiatives.

We will then identify more specific resiliency strategies. As with the SBCTA vulnerability assessment, we will use the WRCOG analysis as a starting point. During the webinars discussed previously, we will include questions about appropriate strategies for addressing anticipated impacts. We will review the WRCOG CAPtivate adaptation strategies to determine the extent they should be prioritized in San Bernardino County, and then discuss additional strategies identified through our webinars and research. We anticipate one or two additional phone interviews with SBCTA to obtain their feedback on the strategies. We will also draw on our team's extensive experience supporting transportation agencies and other organizations in resiliency planning to determine whether additional strategies should be considered.

### Task 2 Deliverables and Meetings:

- Phone meetings with SBCTA as needed to support the task and meeting summaries
- Materials for 5 webinar stakeholder interviews/discussions (assumes participation of 2 to 5 stakeholders in each webinar)
- Maps of all hazards identified (electronic: GIS and PDF)
- Administrative Draft, Draft, and Final Vulnerability Assessment, including subregional transportation hazard profiles (electronic)
- Memo summarizing best practices for local adaptation programs and strategies
- Administrative, Draft, and Final Resiliency Strategies for the transportation system in San Bernardino County
- Memo summarizing potential updates to the CAPtivate vulnerability assessment for consistency with current best practices and best available science
- Updated WRCOG CAPtivate climate action plan, adaptation and resiliency strategy, and vulnerability assessment
- Presentation of draft and final vulnerability assessment and strategies to IERCC and WRCOG and SBCTA standing committees (assumes two in-person presentations with a webinar option).



### Task 3. Prepare City-Level Climate-Related Transportation Hazards and Evacuation Maps (Adaptation Planning Grant Task 3.2)

Task 3 will rely on the vulnerability assessments prepared and updated as Task 2 of this project. With these assessments, the PlaceWorks team will have a strong understanding of the critical transportation linkages and networks that exhibit higher vulnerability to hazards related to climate change. PlaceWorks will lead this task with support from ICF.

#### Task 3.1. Develop a GIS Evacuation Network

Using existing evacuation route maps prepared by county and city agencies, the PlaceWorks team will develop a GIS-based evacuation network that will be used as the basis for this task. Development of this network will include outreach to the counties and cities to gather available existing mapping or verify the absence of this mapping in the jurisdiction. If no map is available—which is common in our experience—the PlaceWorks team will identify key evacuation routes for these jurisdictions and develop a GIS dataset for their review and approval. Once all jurisdictions have approved their evacuation networks, we will transition to the next step—evacuation hazards analysis.

#### Task 3.2. Conduct Evacuation Hazards Analysis

Using the approved evacuation network datasets, the PlaceWorks team will analyze the evacuation routes in relation to mapped natural hazards in the study area. We assume that the analysis will focus on flooding, wildfire, slope stability, subsidence, and other relevant hazards determined by the project team. Using these hazard datasets, the PlaceWorks team will identify key roadways susceptible to identified hazards. As part of the analysis, key attributes of these evacuation routes—mainly storm drain and bridge infrastructure—will be identified in areas of potential impact as well as the potential vulnerabilities specific to these attribute types. The end result of this step will be a series of maps that identify key hazard vulnerabilities for each jurisdiction in the study area and highlight which hazards pose the greatest threat to evacuation routes.

#### Task 3.3. Evacuation Risk Assessment

Based on the evacuation hazards analysis, the PlaceWorks team will assess evacuation risks to identify critical transportation routes and methods in the study area and identify alternates necessary to ensure adequate evacuation capability during climate-related hazards. As part of this assessment, we will focus on areas that have critical vulnerability issues to ensure a better understanding of future needs. We anticipate reviewing the roadway capacity, potential bottlenecks, technical and environmental constraints (bridges, topography, etc.), and the potential for contraflow. Determining the changes necessary to the evacuation network due to future climatic conditions is a critical element to future planning, design, and construction of capital improvements. We have also found through past experience that when many of these conditions prohibit an expansion of the evacuation network, a community may have to rely on non-motorized facilities (trails) to assist with evacuation, which we will review on a case by case basis during this analysis. By identifying potentially needed improvements, each jurisdiction can better plan for and respond to changing climatic conditions and related hazards.

#### Task 3.4. Transportation Access Adequacy

Building on the analyses conducted in Tasks 3.1 to 3.3, the PlaceWorks team will identify communities and individuals in the study area with inadequate access to transportation. The PlaceWorks team will rely on prior data and analysis by our teaming partner ICF for the SCAG region that identified transportation deficiencies, and data gathering from SBCTA, WRCOG, member agencies, and key stakeholders that understand community- and transportation-related challenges in the study area. The

main purpose of this assessment is to determine the number and location of transit-dependent residents and key ways they could be affected by evacuation issues and constraints. A crucial input would be any vulnerable transit facilities identified by the vulnerability assessment in Task 2. Information from SBCTA and WRCOG Non-Motorized Transportation Plans will be an important component of this analysis and allow for consistency with these overarching plans.

#### Task 3.5. Final City-Level Climate-Related Transportation Hazards and Evacuation Maps

Upon completion of Tasks 3.1 to 3.4, the PlaceWorks team will provide a portfolio of city-level maps identifying evacuation routes, potential hazard vulnerabilities, and future priority projects/improvement locations to ensure future evacuation efforts are effective. These city-level maps could be used in support of or integrated into the following planning documents in addition to future improvement projects:

- General plan safety elements to comply with Government Code Section 65302 (g) 1
- Local hazard mitigation plans
- Climate adaptation/resiliency strategies
- Disaster recovery plans
- Emergency operations plans
- Capital improvement programs
- Hazard mitigation grant applications to the Federal Emergency Management Agency (FEMA)

Given the nature of this deliverable, it makes sense to provide a GIS-formatted output for the cities and counties in the study area. To accommodate this, PlaceWorks proposes development of ArcGIS Online Story Maps to provide the mapping information in an easily accessible form that is organized by jurisdiction. Additionally, PlaceWorks will make all GIS data and maps available for download. Each jurisdiction will be given a password to access these resources. The GIS data will be provided as Esri ArcGIS 10.4 compatible files and electronic maps as PDF documents. Using the Story Map format, we anticipate integration into the eventual Phase II component (“Plug and Play” online feature) of this project to be significantly streamlined.

#### Task 3 Deliverables and Meetings:

- Project team meetings with WRCOG and SBCTA staff to support task (up to four in-person meetings and phone coordination meetings as needed)
- Webinars to present results of each task to WRCOG, SBCTA, Caltrans, and participating agency staff (up to four webinars)
- Draft and final maps of city-level evacuation routes, potential hazard vulnerabilities, and future priority projects/improvement locations (electronic: Esri ArcGIS 10.4, ArcGIS Online Story Maps, and PDFs).
- Presentation of draft and final evacuation routes and maps to IERRC and WRCOG and SBCTA standing committees (assumes two in-person presentations with a webinar option).

#### Task 4. Climate Resilient Transportation Infrastructure Guidebook (Adaptation Planning Grant Task 3.3)

Task 4 will be led by WSP under a separate contract with WRCOG. As part of this task, we anticipate the need to coordinate with WSP and WRCOG/SBCTA staff.

#### Task 4.1. Coordination with WSP and WRCOG

PlaceWorks will coordinate with WSP and the WRCOG & SBCTA team to share data and results from Task 2 (Vulnerability Assessment) and Task 3 (Evacuation Mapping) to support WSP's preparation of the Climate Resilient Transportation Infrastructure Guidebook.

#### Task 5. Regional Climate Adaptation & Resiliency Strategy Template (Adaptation Planning Grant Task 3.4)

The PlaceWorks team, led by PlaceWorks with support from ICF, will prepare a Regional Climate Adaptation and Resiliency Template that will be a guidebook for local communities to integrate climate change adaptation into existing planning mechanisms. It will help build resiliency throughout the WRCOG and SBCTA service areas, reducing local and regional susceptibility to the issues identified in the vulnerability assessments prepared for this project and previous efforts.

We will build from the WRCOG Subregional Climate Action Plan Implementation Model Code Book, expanding the breadth of the Regional Climate Adaptation and Resiliency Template to accommodate a greater range of issues, new science and best practices, other planning mechanisms, and additional topics. It will also incorporate the results and guidance from the City-Level Climate Related Transportation Hazards and Evacuation Maps, and the Climate Resilient Transportation Infrastructure Guidebook. The template will provide guidance and resources to strengthen resiliency in general plans, specific plans, climate adaptation strategies, land use and zoning regulations, capital improvement plans, hazard mitigation plans, and other appropriate efforts.

The Regional Climate Adaptation and Resiliency Template must be responsive to conditions throughout the region. The communities that will be using this template have a very wide range of demographic, economic, and environmental characteristics, and the template must be useable by all communities in the WRCOG and SBCTA service areas. The pitfall for developing a toolkit that must respond to such a broad scope is that it can become much less specific and focused, which makes it far less useful. We will prepare the Regional Climate Adaptation and Resiliency Template to be applicable to communities that reflect the full range of diversity in the WRCOG and SBCTA service areas, using guidance that is clear and detailed so that recommendations can be easily put into place.

The policy and planning guidance in the Regional Climate Adaptation and Resiliency Template will address all identified climate-related hazards in the region and will improve climate resiliency in a comprehensive and holistic manner. The guidance in the template will address vulnerable populations (including environmental justice communities), public and private buildings and infrastructure, biological systems, and important community services. The guidance for all affected populations and assets will propose resources, policies, practices, and other information to reduce the severity of impacts and improve capacity to resist these impacts or recover from them, addressing both factors that contribute to vulnerability. We will emphasize “no-regrets” strategies that build resiliency while simultaneously addressing other issues of importance to communities, such as providing financial savings to local governments and community members, improving public health, and conserving natural resources. The template will lay out short-term strategies to address existing climate-related hazards and prepare for future conditions, as well as long-term strategies that will enhance community well-being in coming years and decades.

Although the Regional Climate Adaptation and Resiliency Template will address all populations and assets that are susceptible to climate-related hazards, we will take care to ensure that it improves climate resiliency for the regional transportation system. We recognize that the transportation system

includes not only physical infrastructure such as roads and railways, but critical services and important economic activities that use this infrastructure, including emergency response services, public transit, and freight transport. There is a social component to a resilient transportation system, and harm to these systems can have a disproportionate impact on specific communities within the region. We are aware that an effective transportation system is critical to other goals for communities in the WRCOG and SBCTA service areas, including economic growth and greenhouse gas emission reductions. The policy and planning guidance in the Regional Climate Adaptation and Resiliency Template will be responsive to the diverse nature of the transportation system in the WRCOG and SBCTA service areas, to the needs of the key services and populations that depend on this system, and to the wide range of goals that a high-quality transportation system helps advance.

Ease of use will be critical to the success of the Regional Climate Adaptation and Resiliency Template. All sections of the template will be clearly laid out, using graphics and tables to illustrate and explain key concepts and to make the document approachable and engaging. Policy recommendations and other guidance will be accompanied by information about potential funding sources, descriptions of best practices, suggested time frames for implementation, links to relevant resources, model ordinances, content for staff reports, and other tools to help put adaptation policy into effect. The layout of the template will allow it to be easily transferred to a web-based guidance document if desired as part of the Phase II effort.

Another critical factor in the success of the Regional Climate Adaptation and Resiliency Template is ensuring that recommended policies and practices are supported by members of the local community. Through regular coordination with the IERCC and the organizations and individuals that it liaises with, we will make sure that the information in the template is consistent with community values and objectives and is technically and politically feasible for communities in the region. While we will avoid recommendations that are infeasible or not suitable for the WRCOG and SBCTA service areas, we know that some communities will wish to take a more transformative and visionary approach in building climate adaptation. The PlaceWorks team will ensure that the template allows for more ambitious efforts to improve resiliency without forcing such policies and guidance on communities that not interested in that approach.

#### Task 5 Deliverables and Meetings:

- Project team meetings with WRCOG and SBCTA staff to support task (up to 2 in-person meetings and phone coordination meetings as needed).
- Up to 2 meetings or workshops with participating agencies to support development of template. An online webinar option will be available for all meetings.
- Draft outline of template content (electronic).
- Administrative, Draft, and Final Regional Climate Adaptation and Resiliency Template (electronic).
- Presentation of draft and final template to IERCC and WRCOG and SBCTA standing committees (assumes 2 in-person presentations with an online webinar option).

## Quality and Cost Control/Schedule Adherence

## Quality Control

PlaceWorks has established a number of quality control and quality assurance procedures and protocols to ensure accuracy in our documents. We implement a tracking form that needs to be signed off for each stage of document review and production. Documents cannot be reproduced until this form is signed by the project manager and project director. Documents are submitted to the firm's word processing center for standardized formatting and systematic checks. A technical editor reviews it for consistency, readability, grammar, and graphics or typographical errors. The project director reviews technical content and general format before it is sent back to the project manager.

Our reproduction staff produces and assembles documents in-house to ensure a higher level of quality control and reduced costs to our clients. After revisions have been made and the final formatting completed, the document is printed, and production staff thumbs through it page by page to assure that no pages or figures are missing, and that formatting is consistent. Production staff makes the required number of copies and delivers them to the project manager, who has the ultimate responsibility for the quality of the document.

## Cost Control

Intrinsic to project efficiency and cost control are: appropriate staffing; schedule management and adherence; and accurate budget planning, tracking, reporting, and invoicing procedures. Costs are controlled when a project is completed efficiently, and rework is not required.

PlaceWorks uses Deltek management and accounting software. Deltek allows each project manager to input staffing requirements at the level of detail required. For example, projected work can be input by weeks for short-term planning (e.g., 2–3 months) and by month (hours/week for the month) for a longer project. This allows us to manage workload to ensure that appropriate-level staff is available and busy on project tasks. Any change to hours is automatically reflected in the budget information. Most importantly, Deltek facilitates "real time" budget status information. Based on the weekly entry of time, the project manager can provide the budget status by the level of detail entered for the project (typically for milestone tasks at a minimum). If required, time entry and information can be facilitated by Deltek.

Our use of MS Project scheduling for projects is also a key component of cost control. Adhering to project schedules avoids unnecessary and expensive extended project management and coordination time. Our in-house report production and distribution team also assist us in cost control for our projects.

## Schedule Adherence

PlaceWorks has a strong track record for meeting project schedules and coordinating closely with its clients. Over years of managing a diverse portfolio of projects, including climate adaptation projects, hazard mitigation plans, and comprehensive planning projects, we have developed a variety of tools to keep projects on schedule and ensure that staff are well informed at all times.

- We maintain an up-to-date schedule throughout the project to ensure that all team members are aware of upcoming meetings and product due dates.
- We maintain staff commitments throughout the project and work closely and proactively with staff and other project managers to manage staff workload and schedules to meet project schedules.

- We stay in close, regular contact with staff and our subconsultants and document important decisions about the project in writing, which ensures that decisions are understood by all team members.
- We schedule project due dates for staff and subconsultants with adequate time for editing and formatting into finished reports.
- We limit subconsultants' payments to specific milestones to ensure that progress on the project is commensurate with billings.

## POTENTIAL ISSUES AND CHALLENGES

We approach our projects as partners with our clients and value a collaborative process. The PlaceWorks team has worked with regional transportation and planning agencies on many projects and led complex technical analyses that cover large and diverse regions. It is not unusual for large projects, especially those with many diverse stakeholders, to experience issues and challenges. Our project management team has an established relationship with the WRCOG team managing the grant application, and the SBCTA team as well as a familiarity with the participating agencies. Many members of our team live in the region and have direct local experience with the issues we will explore and analyze as we prepare the climate adaptation and resiliency toolkit.

Although our experience with climate adaptation plans and resiliency projects has been overwhelmingly positive, we are aware that potential risks or difficulties could affect staff and the project team. These risks include challenges with data collection, competing priorities, changes in political support, lack of time for project management or administration, staff turnover, and unforeseen events or emergencies. These events do not necessarily result in failure of a project to reach its desired outcomes if they are identified early and addressed in an open and constructive dialogue. In our experience, when and how we identify the issues and implement solutions to address the challenges is critical to our success.

This regional climate adaptation toolkit has the potential to offer valuable analyses and tools to build resiliency in western Riverside and San Bernardino counties. It will be important during project initiation to identify what the consultant team will need from stakeholders to support the technical tasks, why and when stakeholder engagement is important to task and project success, how stakeholders will be engaged, and what they gain from their engagement. Creation of the climate collaborative will be important and provide a foundation of support for this project. Our scope and budget include coordination with LGC, WRCOG, and SBCTA in support of integration of the toolkit preparation (and ultimate implementation) into the climate collaborative's activities, as appropriate.

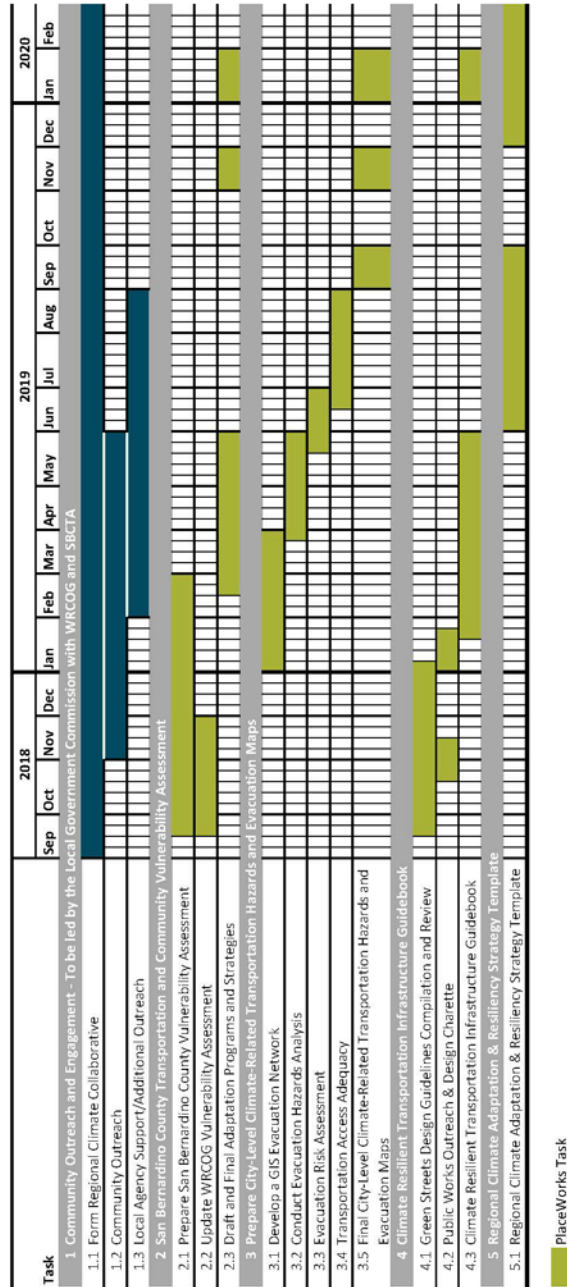
This project includes dozens of potential stakeholders, which often results in various levels of interest and engagement throughout the process. There are many competing demands for time, and it is challenging to maintain a process with consistent participation from all stakeholders. Some agency staff could be engaged consistently throughout the planning process, and others could prefer more limited engagement at key milestones or tasks. Our approach to each task includes in-person and online opportunities to engage staff in tasks, recognizing that preferences vary by the individual and their schedules.

This project will have multiple tasks, with varying levels of dependence and independence from each other, and each one with a dedicated team of experts. Projects with the best intentions and tightest scopes of work are vulnerable to uncertainties and risks during the plan preparation process. Not all risks can be identified in advance of a project; however, we work to follow a structured project management process that supports ongoing review and early identification of potential challenges

during a project. Our project management team will participate in all tasks, ensuring that tasks stay on budget and schedule and maintain consistency in approach and quality. Our approach and budget include regular project check-ins to review task progress, discuss issues, and identify needs as well as file sharing and communication protocols. Our systems and processes allow us to move quickly to identify solutions to minimize or avoid difficulties that could compromise the project's path to successful completion.

## EXHIBIT “B” SCHEDULE OF SERVICES

PlaceWorks’ proposed schedule for completion of the Regional Climate Adaptation Toolkit for Transportation Infrastructure is provided below. As shown in this schedule, we anticipate that the project can be completed no later than February 2020. We believe this schedule is consistent with the project timeline presented in the project’s application for the Adaptation Planning Grant program.



# **EXHIBIT "C"**

## **COMPENSATION**

| <p align="center"><b>Local Government Commission Budget</b><br/>Regional Climate Adaptation Toolkit for Transportation Infrastructure</p> |                  |             |              |                           |                                                                |                    |                     |
|-------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------------|--------------|---------------------------|----------------------------------------------------------------|--------------------|---------------------|
| <b>Task</b>                                                                                                                               | <b>Personnel</b> | <b>Rate</b> | <b>Hours</b> | <b>Personnel Subtotal</b> | <b>Direct Expenses (DE)</b>                                    | <b>DE Subtotal</b> | <b>Total</b>        |
| <b>1: Project Initiation</b>                                                                                                              |                  |             |              |                           |                                                                |                    |                     |
| 1.3: Memorandum of Understanding                                                                                                          | Manager          | \$100       | 3            | \$300.00                  |                                                                |                    | \$300.00            |
| <b>2: Community Outreach &amp; Engagement</b>                                                                                             |                  |             |              |                           |                                                                |                    |                     |
| 2.1: Form Regional Climate Collaborative                                                                                                  | Director         | \$140       | 30           | \$4,200.00                | Travel to launch event                                         | \$300.00           | \$4,500.00          |
|                                                                                                                                           | Manager          | \$100       | 220          | \$22,000.00               | Travel to launch event                                         | \$300.00           | \$22,300.00         |
|                                                                                                                                           | Coordinator      | \$75        | 120          | \$9,000.00                | Travel to launch event                                         | \$300.00           | \$9,300.00          |
|                                                                                                                                           |                  |             |              |                           | Launch event: venue, printed materials, AV, and refreshments   | \$600.00           | \$600.00            |
| 2.2: Community Outreach                                                                                                                   | Director         | \$140       | 10           | \$1,400.00                |                                                                |                    | \$1,400.00          |
|                                                                                                                                           | Manager          | \$100       | 100          | \$10,000.00               | Travel to community meetings                                   | \$1,200.00         | \$11,200.00         |
|                                                                                                                                           | Coordinator      | \$75        | 300          | \$22,500.00               | Travel to community meetings                                   | \$1,200.00         | \$23,700.00         |
|                                                                                                                                           |                  |             |              |                           | Community meetings: venue, printed materials, and refreshments | \$2,500.00         | \$2,500.00          |
| 2.3: Local Agency Support / Additional Outreach                                                                                           | Director         | \$140       | 30           | \$4,200.00                | Travel to workshop                                             | \$300.00           | \$4,500.00          |
|                                                                                                                                           | Manager          | \$100       | 100          | \$10,000.00               | Travel to workshop                                             | \$300.00           | \$10,300.00         |
|                                                                                                                                           | Coordinator      | \$75        | 120          | \$9,000.00                | Travel to workshop                                             | \$300.00           | \$9,300.00          |
|                                                                                                                                           |                  |             |              | \$0.00                    | Workshop materials: printed materials                          | \$100.00           | \$100.00            |
|                                                                                                                                           |                  |             |              | <b>\$92,600.00</b>        |                                                                | <b>\$7,400.00</b>  | <b>\$100,000.00</b> |

**Local Government Commission Budget**  
Regional Climate Adaptation Toolkit for Transportation Infrastructure

| Task                                            | Personnel   | Rate  | Hours | Personnel Subtotal | Direct Expenses (DE)                                           | DE Subtotal | Total               |
|-------------------------------------------------|-------------|-------|-------|--------------------|----------------------------------------------------------------|-------------|---------------------|
| <b>1: Project Initiation</b>                    |             |       |       |                    |                                                                |             |                     |
| 1.3: Memorandum of Understanding                | Manager     | \$100 | 3     | \$300.00           |                                                                |             | \$300.00            |
| <b>2: Community Outreach &amp; Engagement</b>   |             |       |       |                    |                                                                |             |                     |
| 2.1: Form Regional Climate Collaborative        | Director    | \$140 | 30    | \$4,200.00         | Travel to launch event                                         | \$300.00    | \$4,500.00          |
|                                                 | Manager     | \$100 | 220   | \$22,000.00        | Travel to launch event                                         | \$300.00    | \$22,300.00         |
|                                                 | Coordinator | \$75  | 120   | \$9,000.00         | Travel to launch event                                         | \$300.00    | \$9,300.00          |
|                                                 |             |       |       |                    | Launch event: venue, printed materials, AV, and refreshments   | \$600.00    | \$600.00            |
| 2.2: Community Outreach                         | Director    | \$140 | 10    | \$1,400.00         |                                                                |             | \$1,400.00          |
|                                                 | Manager     | \$100 | 100   | \$10,000.00        | Travel to community meetings                                   | \$1,200.00  | \$11,200.00         |
|                                                 | Coordinator | \$75  | 300   | \$22,500.00        | Travel to community meetings                                   | \$1,200.00  | \$23,700.00         |
|                                                 |             |       |       |                    | Community meetings: venue, printed materials, and refreshments | \$2,500.00  | \$2,500.00          |
| 2.3: Local Agency Support / Additional Outreach | Director    | \$140 | 30    | \$4,200.00         | Travel to workshop                                             | \$300.00    | \$4,500.00          |
|                                                 | Manager     | \$100 | 100   | \$10,000.00        | Travel to workshop                                             | \$300.00    | \$10,300.00         |
|                                                 | Coordinator | \$75  | 120   | \$9,000.00         | Travel to workshop                                             | \$300.00    | \$9,300.00          |
|                                                 |             |       |       | \$0.00             | Workshop materials: printed materials                          | \$100.00    | \$100.00            |
|                                                 |             |       |       | \$92,600.00        |                                                                |             | \$7,400.00          |
|                                                 |             |       |       |                    |                                                                |             | <b>\$100,000.00</b> |

# Item 5.C

Approval of Professional Services  
Agreements for the Regional Climate  
Adaptation Toolkit for Transportation  
Infrastructure Phase I

## Attachment 2

Professional Services Agreement  
between the Western Riverside  
Council of Governments and WSP  
USA, Inc.

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

**1. PARTIES AND DATE.**

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

**2. RECITALS.**

**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of certain professional services required by WRCOG on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing climate adaptation planning services, is licensed in the State of California, and is familiar with the plans of WRCOG.

**2.2 Project.**

WRCOG desires to engage Consultant to render such professional services for the Regional Climate Adaptation Toolkit for Transportation Infrastructure ("Project") as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

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

3.1.2 Term. The term of this Agreement shall be from the date first specified here in to March 30, 2020, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

**3.2 Responsibilities of Consultant.**

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

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

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, WRCOG shall respond to Consultant's submittals in a timely manner. Upon request of WRCOG, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

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

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

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

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

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

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

3.2.10 Insurance.

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

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

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

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

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

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

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

(A) General Liability.

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

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

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

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

(B) Automobile Liability.

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

(C) Workers' Compensation and Employers Liability Coverage.

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

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

(D) All Coverages.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Hundred Twenty-Seven Thousand Eighty Three Dollars (\$127,083)** without written approval of WRCOG's Executive Committee. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement

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

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

3.3.4 Extra Work. At any time during the term of this Agreement, WRCOG may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by WRCOG to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement.

Consultant shall not perform, nor be compensated for, Extra Work without written authorization from WRCOG's Representative.

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

### **3.4 Accounting Records.**

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

### **3.5 General Provisions.**

#### **3.5.1 Termination of Agreement.**

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

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

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

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

**Consultant:** WSP  
451 E. Vanderbilt Way, Suite 200  
San Bernardino, CA 92408  
Attn: Victor Martinez

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

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

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

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

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

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

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

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

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

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

**3.5.6 Indemnification.** Consultant shall defend, indemnify and hold the WRCOG, its officials, officers, consultants, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or

incident to any alleged acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against WRCOG, its directors, officials, officers, consultants, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against WRCOG or its directors, officials, officers, consultants, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse WRCOG and its directors, officials, officers, consultants, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by WRCOG, its directors, officials, officers, consultants, employees, agents or volunteers. This section shall survive any expiration or termination of this Agreement. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

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

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

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

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

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

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

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

ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

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

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

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

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

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

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

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

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

### **3.6 Subcontracting.**

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

**[SIGNATURES ON FOLLOWING PAGE]**

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

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

WESTERN RIVERSIDE COUNCIL  
OF GOVERNMENTS

WSP USA, Inc.

By: \_\_\_\_\_  
Rick Bishop  
Executive Director

By: \_\_\_\_\_  
Victor Martinez  
Vice President

APPROVED AS TO FORM:

By: \_\_\_\_\_  
General Counsel  
Best Best & Krieger, LLP

**EXHIBIT “A”  
SCOPE OF SERVICES**

**SCOPE OF WORK FOR WRCOG/SBCTA  
CLIMATE RESILIENT TRANSPORTATION INFRASTRUCTURE GUIDEBOOK  
AND –COMMUNITY AND TRANSPORTATION VULNERABILITY ASSESSMENT  
ELEMENTS OF THE REGIONAL CLIMATE ADAPTATION TOOLKIT  
FOR TRANSPORTATION INFRASTRUCTURE**

**Overview**

This work scope outlines the project effort to be completed by the WSP team toward supporting the larger effort being undertaken by WRCOG/SBCTA toward preparation of the Regional Climate Adaptation Toolkit for Transportation Infrastructure. The role of the WSP team will be toward completing:

- Development of the Climate Resilient Transportation Infrastructure Guidebook
- Development of a risk-based vulnerability assessment methodology to quantify climate risks for regional transportation assets to be incorporated into the Transportation and Community Vulnerability Assessment

*Guidebook Background*

The guidebook will be made available as a regional resource to jurisdictions, including those with limited funding sources, to assist with planning, designing and constructing climate resilient green transportation infrastructure. The guidebook will complement the City-Level Climate-Related Transportation Hazards and Evacuation Maps and aid in implementing the WRCOG Alternative Compliance Program for storm water management. The Guidebook also must be a product that considers adult learning theory and incorporates easy to understand text and graphics so that it can be easily relayed to non-transportation audiences.

The guidebook will document and showcase strategies for making local transportation infrastructure more resilient to the effects of climate change and be consistent with green streets best practices. Drawing on existing green streets resources, such as the County of San Diego guidance and the WRCOG and SBCTA vulnerability assessments, it will include strategies that are applicable for the bi-regional area and can be implemented by member jurisdictions. Strategies will include bioretention, bioswales, permeable pavement, native plant zones, and innovative materials that create more resilient infrastructure. They will be tailored to climate stressors facing the region, including wildfire, drought, riverine flooding, and extreme heat. They will also consider broader environmental policies that may limit or affect recommended strategies, like stormwater management requirements.

The guidebook will include opportunities for resilient infrastructure planning; address the challenges local and regional agencies often face (e.g., funding challenges, parking and roadway requirements, site design issues, etc.); and provide tactics for overcoming those challenges (including funding options). The guidebook will also identify case studies of how green streets practices can improve water quality and reduce runoff to contribute to overall community resilience to precipitation events.

*Community and Transportation Vulnerability Assessment: Risk-Based Vulnerability Assessment Background*

WRCOG/SBCTA have an interest in exploring the potential use of risk-based infrastructure assessments (also known as cost-based assessments) to better quantify regional vulnerability to climate change. Risk-based assessments seek to quantify, using the probability of a hazard occurring and the repair and socioeconomic costs of asset failure, the “do-nothing” costs of climate change if no adaptation efforts are undertaken. These do-nothing costs are calculated for each individual asset and can be used to summarize larger regional impacts and/or to rank and prioritize assets for more detailed engineering-level analyses to confirm results of this assessment. This effort would present an approach to conducting risk-based vulnerability analyses of transportation infrastructure in the region. The benefits of such an assessment include:

- Discussion of lifecycle costing methods incorporating risk into infrastructure planning
- Incorporating real asset value by incorporating broader socioeconomic impacts
- Estimating a present value calculation of damage/loss
- Enabling the eventual quantification of long-term costs and impacts to the region of changing climate conditions
- Setting up a methodology, and data requirements, that would enable later capital investment processes for area jurisdictions to incorporate long-term risks from climate change

Given that this approach will be new to the region, this task will also entail communication and education efforts with agency staff, anticipating that the most beneficial outcome would be a broad understanding of the process and its application.

#### *Workplan*

The workplan outlined below was prepared to reflect available resources, project technical requirements, and the communication elements of this work effort. These tasks are anticipated to be coordinated with other ongoing efforts that are part of the delivery of the larger project. It is anticipated that coordination will take place between these efforts and the project being led by PlaceWorks.

#### **Services to be performed by WSP**

##### **Task 1 – Development of the Climate Resilient Transportation Infrastructure Guidebook**

#### **Task 1.1 -Meetings and Coordination**

The following meetings with WRCOG, SBCTA and other project stakeholders (as requested) are budgeted for during development of the guidebook:

- Task Kick-off meeting (in person)
  - Weekly task status teleconferences – 20 teleconferences over approximately seven months
  - Monthly meetings with stakeholders (in person) – six meetings
  - Other meetings as requested by client – four meetings
- 1.

Task Deliverables: Meeting minutes

#### **Task 1.2 – Document Review**

This task includes review of the following documents and data as they relate to incorporation or coordination with the guidebook development:

- Revised WRCOG Vulnerability Assessment (coordination and review as data becomes available)

- SBCTA Vulnerability Assessment (coordination and review as data becomes available)
- Data from City-Level Climate-Related Transportation Hazards and Evacuation Mapping Task (coordinate and review with PlaceWorks to identify data as it becomes available)
- WRCOG Alternative Compliance Program
- EPA publication “*Streets: Municipal Handbook, Managing Wet Weather with Green Infrastructure*,” and
- Review of similar, previously prepared guidebooks in California and nationally on resilient roadway design approaches including the HEC 17 guide *Highways in the River Environment–Floodplains, Extreme Events, Risk, and Resilience*.

### **Task 1.3 – Guidebook Outline/Layout Development**

This task includes preparation of the guidebook layout/outline in conjunction with WRCOG and SBCTA. This includes determining the key components, content, format, layout, and software used to develop the document (such as Microsoft Word or Adobe InDesign). WSP will develop a draft table of contents for review and coordination with WRCOG and SBCTA. The guidebook outline/layout will be developed and agreed upon prior to initiating further development.

Task Deliverable: Draft and final guidebook outline and layout.

### **Task 1.4 – Local and Regional Planning Agency Challenges**

This subtask will identify places where resilient infrastructure planning may contribute to, or help address, challenges that local and regional planning agencies face during normal county activities. Our team will gather input from WRCOG, SBCTA and other stakeholders and draw on our subject area knowledge and experience in the region. This subtask will provide guidance on how agencies can implement resilient infrastructure design.

Through the process of preparing the Guidebook, our team will assist WRCOG and SBCTA in developing criteria that can be used to evaluate and prioritize transportation infrastructure projects related to improving climate resiliency that can be included in Regional Transportation Improvement Plan (RTIP) funding requests to SCAG.

We will also conduct research on eligible grant funding opportunities from federal and state agencies and private entities that may provide funds for climate-resilient transportation improvements. We will create a database or spreadsheet of grant opportunities that includes the name of the funding agency, grant program, overview of the purpose and guidelines of the grant program, website and agency contact information, and application opening dates and deadlines. The information gathered as part of this task will be included in a dedicated section within the Guidebook.

Task Deliverable: Database or spreadsheet of funding opportunities.

### **Task 1.5 – Identify Example Case Studies**

This task will consist of coordination with WRCOG, SBCTA and local municipalities to identify regional projects (if any) that have used resilient/green infrastructure methods to improve water quality and reduce storm water runoff. The focus will be on transportation/roadway projects, and the methods used for green infrastructure (swales, bioretention, permeable pavement, etc.). Gaining an understanding of project design, implementation, funding challenges, and effectiveness of the systems will be a key component of this task.

It is assumed that up to two relevant case studies will be included in a dedicated section within the guidebook.

### **Task 1.6 – Guidebook Preparation**

This task includes preparing and assembling the various guidebook elements into one document. This includes the following:

- Develop a list of recommended climate resilient green infrastructure strategy elements and solicit input from WRCOG and SBCTA on the list prior to developing any narrative or graphics of the elements
- Develop a recommended design procedure and a list of recommended design examples for a variety of implementation areas and solicit input from WRCOG and SBCTA on the procedures and list prior to incorporating them into the document
- Develop draft text for each of the guidebook components in Microsoft Word format and gain concurrence on content prior to incorporating into any document layout/development software (such as InDesign)
- Develop up to 10 new graphic images for inclusion in the guidebook.

WSP intends to use existing graphics from publicly available sources (with source approval) to the extent practicable for the guidebook. These graphics will include depictions of the various resilient infrastructure elements and their implementation.

It is assumed that existing infrastructure standard plans, drawings, and specifications will be utilized or referenced in lieu of developing any new standard plan drawings for the guidebook.

Task Deliverables: Preliminary draft, revised draft, and final guidebook

## **Task 2 – Community and Transportation Vulnerability Assessment: Risk-Based Vulnerability Assessment**

### **Task 2.1 -Meetings and Coordination**

The following meetings with WRCOG, SBCTA and other project stakeholders (as requested) are assumed for this task:

- Task kick-off meeting (in person) which will include an overview presentation of the concepts behind the risk-based approach
  - Bi-monthly task status teleconferences/webinars with WRCOG/SBCTA – 12 teleconferences over approximately six months
  - Monthly coordination calls with the PlaceWorks project manager
  - A final task meeting, including a presentation of the deliverables (in person)
- 2.

Task Deliverables: Meeting minutes/presentations

### **Task 2.2 – Data Review and Selection of Hazard and Case Study Assets**

Risk-based assessments are a data driven exercise and require specific inputs to enable effective valuation. Therefore, coordination will be required to discuss needed data, the sources of this information, and how the information can be incorporated into the analysis. Limited funding is available on this project, and there will be a heavy educational element associated with initiating a new assessment framework. Therefore, it is estimated that two facilities can be assessed for climate hazards

in the region. Techniques differ somewhat by hazard, and candidate hazards include riverine flooding, wildfire, extreme temperature, and landslides. Selection of the hazards will also be part of this task and help to focus data collection needs.

Experience has shown that demonstration of risk-based techniques on an individual asset basis is the best way to learn about how they work. Thus, we will coordinate with the WRCOG/SBCTA project management team to identify two potential candidate facilities for case study demonstrations of the approach. The candidate facilities will be identified based on:

- Climate exposure: A location where changing climate effects are expected to have an impact over an asset's lifecycle, and climate projections for changing conditions are available.
- Asset data: An asset that has readily accessible, high quality data on its design (dimensions, elevations, materials, etc.). This information is needed to develop a climate stressor damage function, which is used for estimating the costs of climate impacts.
- Position on the regional transportation modeling network: Selection of an asset that is on the regional transportation model network will more readily enable impact assessments for measures like VHT increases and/or accessibility impacts for low/moderate income neighborhoods.

Task Deliverables: Lists of available data sources and agreement on hazard type(s) to evaluate and two case study facilities

### **Task 2.3 – Complete Risk-Based Methodology Development, Spreadsheet Templates, and Case Study**

This task will develop the risk-based vulnerability analysis methodology for the climate hazards selected in Task 2.2. The methodology will enable a lifecycle cost assessment and will be spreadsheet based to enable an open dialogue on its applications (the spreadsheet template for the work will be a key deliverable of this task). The assessment method will include:

- Functionality to reflect changing probabilities of risk over time assumed from changing climate conditions
- Use of multiple discount rates to enable present value calculations
- Methods to account for non-monetizable impacts (impacts to disadvantaged communities, the environment, etc.)

Once the spreadsheet template for the risk-based methodology has been developed, two case study assessments for the two assets selected in Task 2.2 will be undertaken. The outcome of this task will include a technical memorandum describing the approach, showing its application to the case study assets, and how to implement it. The spreadsheet templates developed will also be provided as deliverables.

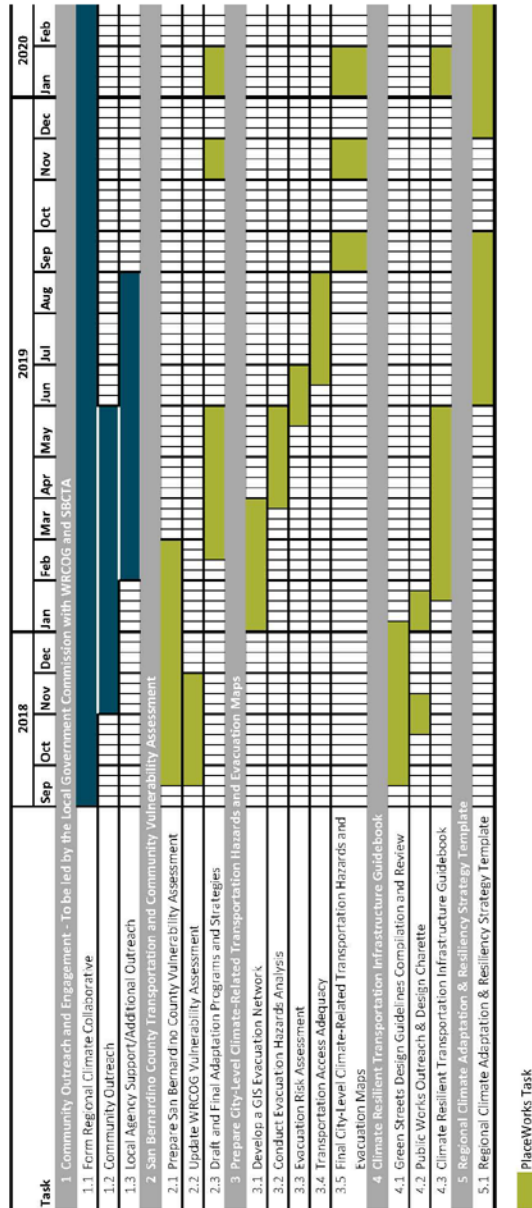
Task Deliverables: (1) Technical memorandum on the approach (inclusive of the case studies) and (2) accompanying spreadsheet template.

## EXHIBIT "B"

### SCHEDULE OF SERVICES

#### Schedule:

The Guidebook and Risk Assessment schedules will be developed in conjunction with the overall Regional Climate Adaptation Toolkit project schedule given the need for close coordination. For reference, the schedule for the overall Regional Climate Adaptation Toolkit project is provided below.



**EXHIBIT "C"**  
**COMPENSATION**

| <b>Local Government Commission Budget</b><br>Regional Climate Adaptation Toolkit for Transportation Infrastructure |             |       |       |                    |                                                                |             |                     |
|--------------------------------------------------------------------------------------------------------------------|-------------|-------|-------|--------------------|----------------------------------------------------------------|-------------|---------------------|
| Task                                                                                                               | Personnel   | Rate  | Hours | Personnel Subtotal | Direct Expenses (DE)                                           | DE Subtotal | Total               |
| <b>1: Project Initiation</b>                                                                                       |             |       |       |                    |                                                                |             |                     |
| 1.3: Memorandum of Understanding                                                                                   | Manager     | \$100 | 3     | \$300.00           |                                                                |             | \$300.00            |
| <b>2: Community Outreach &amp; Engagement</b>                                                                      |             |       |       |                    |                                                                |             |                     |
| 2.1: Form Regional Climate Collaborative                                                                           | Director    | \$140 | 30    | \$4,200.00         | Travel to launch event                                         | \$300.00    | \$4,500.00          |
|                                                                                                                    | Manager     | \$100 | 220   | \$22,000.00        | Travel to launch event                                         | \$300.00    | \$22,300.00         |
|                                                                                                                    | Coordinator | \$75  | 120   | \$9,000.00         | Travel to launch event                                         | \$300.00    | \$9,300.00          |
|                                                                                                                    |             |       |       |                    | Launch event: venue, printed materials, AV, and refreshments   | \$600.00    | \$600.00            |
| 2.2: Community Outreach                                                                                            | Director    | \$140 | 10    | \$1,400.00         |                                                                |             | \$1,400.00          |
|                                                                                                                    | Manager     | \$100 | 100   | \$10,000.00        | Travel to community meetings                                   | \$1,200.00  | \$11,200.00         |
|                                                                                                                    | Coordinator | \$75  | 300   | \$22,500.00        | Travel to community meetings                                   | \$1,200.00  | \$23,700.00         |
|                                                                                                                    |             |       |       |                    | Community meetings: venue, printed materials, and refreshments | \$2,500.00  | \$2,500.00          |
| 2.3: Local Agency Support / Additional Outreach                                                                    | Director    | \$140 | 30    | \$4,200.00         | Travel to workshop                                             | \$300.00    | \$4,500.00          |
|                                                                                                                    | Manager     | \$100 | 100   | \$10,000.00        | Travel to workshop                                             | \$300.00    | \$10,300.00         |
|                                                                                                                    | Coordinator | \$75  | 120   | \$9,000.00         | Travel to workshop                                             | \$300.00    | \$9,300.00          |
|                                                                                                                    |             |       |       | \$0.00             | Workshop materials: printed materials                          | \$100.00    | \$100.00            |
|                                                                                                                    |             |       |       | \$92,600.00        |                                                                | \$7,400.00  | <b>\$100,000.00</b> |

| <b>Local Government Commission Budget</b><br>Regional Climate Adaptation Toolkit for Transportation Infrastructure |             |       |       |                    |                                                                |             |                     |
|--------------------------------------------------------------------------------------------------------------------|-------------|-------|-------|--------------------|----------------------------------------------------------------|-------------|---------------------|
| Task                                                                                                               | Personnel   | Rate  | Hours | Personnel Subtotal | Direct Expenses (DE)                                           | DE Subtotal | Total               |
| <b>1: Project Initiation</b>                                                                                       |             |       |       |                    |                                                                |             |                     |
| 1.3: Memorandum of Understanding                                                                                   | Manager     | \$100 | 3     | \$300.00           |                                                                |             | \$300.00            |
| <b>2: Community Outreach &amp; Engagement</b>                                                                      |             |       |       |                    |                                                                |             |                     |
| 2.1: Form Regional Climate Collaborative                                                                           | Director    | \$140 | 30    | \$4,200.00         | Travel to launch event                                         | \$300.00    | \$4,500.00          |
|                                                                                                                    | Manager     | \$100 | 220   | \$22,000.00        | Travel to launch event                                         | \$300.00    | \$22,300.00         |
|                                                                                                                    | Coordinator | \$75  | 120   | \$9,000.00         | Travel to launch event                                         | \$300.00    | \$9,300.00          |
|                                                                                                                    |             |       |       |                    | Launch event: venue, printed materials, AV, and refreshments   | \$600.00    | \$600.00            |
| 2.2: Community Outreach                                                                                            | Director    | \$140 | 10    | \$1,400.00         |                                                                |             | \$1,400.00          |
|                                                                                                                    | Manager     | \$100 | 100   | \$10,000.00        | Travel to community meetings                                   | \$1,200.00  | \$11,200.00         |
|                                                                                                                    | Coordinator | \$75  | 300   | \$22,500.00        | Travel to community meetings                                   | \$1,200.00  | \$23,700.00         |
|                                                                                                                    |             |       |       |                    | Community meetings: venue, printed materials, and refreshments | \$2,500.00  | \$2,500.00          |
| 2.3: Local Agency Support / Additional Outreach                                                                    | Director    | \$140 | 30    | \$4,200.00         | Travel to workshop                                             | \$300.00    | \$4,500.00          |
|                                                                                                                    | Manager     | \$100 | 100   | \$10,000.00        | Travel to workshop                                             | \$300.00    | \$10,300.00         |
|                                                                                                                    | Coordinator | \$75  | 120   | \$9,000.00         | Travel to workshop                                             | \$300.00    | \$9,300.00          |
|                                                                                                                    |             |       |       | \$0.00             | Workshop materials: printed materials                          | \$100.00    | \$100.00            |
|                                                                                                                    |             |       |       | \$92,600.00        |                                                                | \$7,400.00  | <b>\$100,000.00</b> |

| <b>Local Government Commission Budget</b><br>Regional Climate Adaptation Toolkit for Transportation Infrastructure |             |       |       |                    |                                                                |             |                     |
|--------------------------------------------------------------------------------------------------------------------|-------------|-------|-------|--------------------|----------------------------------------------------------------|-------------|---------------------|
| Task                                                                                                               | Personnel   | Rate  | Hours | Personnel Subtotal | Direct Expenses (DE)                                           | DE Subtotal | Total               |
| <b>1: Project Initiation</b>                                                                                       |             |       |       |                    |                                                                |             |                     |
| 1.3: Memorandum of Understanding                                                                                   | Manager     | \$100 | 3     | \$300.00           |                                                                |             | \$300.00            |
| <b>2: Community Outreach &amp; Engagement</b>                                                                      |             |       |       |                    |                                                                |             |                     |
| 2.1: Form Regional Climate Collaborative                                                                           | Director    | \$140 | 30    | \$4,200.00         | Travel to launch event                                         | \$300.00    | \$4,500.00          |
|                                                                                                                    | Manager     | \$100 | 220   | \$22,000.00        | Travel to launch event                                         | \$300.00    | \$22,300.00         |
|                                                                                                                    | Coordinator | \$75  | 120   | \$9,000.00         | Travel to launch event                                         | \$300.00    | \$9,300.00          |
|                                                                                                                    |             |       |       |                    | Launch event: venue, printed materials, AV, and refreshments   | \$600.00    | \$600.00            |
| 2.2: Community Outreach                                                                                            | Director    | \$140 | 10    | \$1,400.00         |                                                                |             | \$1,400.00          |
|                                                                                                                    | Manager     | \$100 | 100   | \$10,000.00        | Travel to community meetings                                   | \$1,200.00  | \$11,200.00         |
|                                                                                                                    | Coordinator | \$75  | 300   | \$22,500.00        | Travel to community meetings                                   | \$1,200.00  | \$23,700.00         |
|                                                                                                                    |             |       |       |                    | Community meetings: venue, printed materials, and refreshments | \$2,500.00  | \$2,500.00          |
| 2.3: Local Agency Support / Additional Outreach                                                                    | Director    | \$140 | 30    | \$4,200.00         | Travel to workshop                                             | \$300.00    | \$4,500.00          |
|                                                                                                                    | Manager     | \$100 | 100   | \$10,000.00        | Travel to workshop                                             | \$300.00    | \$10,300.00         |
|                                                                                                                    | Coordinator | \$75  | 120   | \$9,000.00         | Travel to workshop                                             | \$300.00    | \$9,300.00          |
|                                                                                                                    |             |       |       | \$0.00             | Workshop materials: printed materials                          | \$100.00    | \$100.00            |
|                                                                                                                    |             |       |       | \$92,600.00        |                                                                | \$7,400.00  | <b>\$100,000.00</b> |

| Task Summary                                                                                        | Principal-in-Charge | Technical Advisor | Project Manager | QA/QC          | Guidebook Lead | Engineer      | Resiliency Specialist | Graphics Specialist | Subtotal   | Budget       |
|-----------------------------------------------------------------------------------------------------|---------------------|-------------------|-----------------|----------------|----------------|---------------|-----------------------|---------------------|------------|--------------|
|                                                                                                     | Basem Muallem       | Mike Flood        | Tim Grose       | Veronica Seyde | Matt Moore     | Jarrod Miller | Chris Dorney          | Patrick Kresl       |            |              |
|                                                                                                     | \$353.20            | \$315.64          | \$171.83        | \$218.05       | \$206.91       | \$185.05      | \$170.73              | \$115.08            |            |              |
|                                                                                                     | Hours               | Hours             | Hours           | Hours          | Hours          | Hours         | Hours                 | Hours               | Hours      |              |
| Task 1 – Development of the Climate Resilient Transportation Infrastructure Guidebook               |                     |                   |                 |                |                |               |                       |                     |            |              |
| Task 1.1 - Meetings and Coordination                                                                | 1                   | 2                 | 20              | 0              | 46             | 0             | 0                     | 0                   | 69         | \$13,940.00  |
| Task 1.2 - Document Review                                                                          | 0                   | 2                 | 2               | 0              | 8              | 8             | 0                     | 0                   | 20         | \$4,120.00   |
| Task 1.3 - Guidebook Framework                                                                      | 0                   | 2                 | 2               | 0              | 12             | 2             | 10                    | 0                   | 28         | \$5,540.00   |
| Task 1.4 - Local and Regional Planning Agency Challenges                                            | 0                   | 2                 | 20              | 0              | 8              | 4             | 32                    | 0                   | 66         | \$11,930.00  |
| Task 1.5 - Example Case Studies                                                                     | 0                   | 2                 | 10              | 0              | 24             | 16            | 10                    | 0                   | 62         | \$11,990.00  |
| Task 1.6 - Guidebook Preparation                                                                    | 1                   | 2                 | 12              | 6              | 62             | 20            | 0                     | 85                  | 188        | \$30,670.00  |
| Task 2 – Community and Transportation Vulnerability Assessment: Risk-Based Vulnerability Assessment |                     |                   |                 |                |                |               |                       |                     |            |              |
| Task 2.1 - Meetings and Coordination                                                                | 1                   | 12                | 24              | 0              | 0              | 0             | 0                     | 0                   | 37         | \$8,270.00   |
| Task 2.2 - Data Review/Collection/Coordination                                                      | 0                   | 12                | 24              | 0              | 0              | 24            | 30                    | 0                   | 90         | \$17,480.00  |
| Task 2.3 - Complete Risk-Based Assessment and Generate Conclusions                                  | 1                   | 8                 | 35              | 0              | 0              | 8             | 48                    | 5                   | 105        | \$19,150.00  |
| Total Labor                                                                                         |                     |                   |                 |                |                |               |                       |                     |            | \$0.00       |
| Direct Expenses                                                                                     |                     |                   |                 |                |                |               |                       |                     |            | \$3,993.00   |
| Total Fee                                                                                           | \$1,412.80          | \$1,412.80        | \$1,412.80      | \$1,412.80     | \$1,412.80     | \$1,412.80    | \$1,412.80            | \$1,412.80          | \$1,412.80 | \$127,083.00 |

# Item 5.C

Approval of Professional Services  
Agreements for the Regional Climate  
Adaptation Toolkit for Transportation  
Infrastructure Phase I

## Attachment 3

Professional Services Agreement  
between the Western Riverside  
Council of Governments and the  
Local Government Commission

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

## **1. PARTIES AND DATE.**

This Agreement is made and entered into this \_\_\_\_ day of September, 2018, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG") and Local Government Commission ("Consultant"). WRCOG and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

## **2. RECITALS.**

### **2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of certain professional services required by WRCOG on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing community engagement in climate adaptation planning services, is licensed in the State of California, and is familiar with the plans of WRCOG.

### **2.2 Project.**

WRCOG desires to engage Consultant to render such professional services for the Regional Climate Adaptation Toolkit for Transportation Infrastructure ("Project") as set forth in this Agreement.

## **3. TERMS.**

### **3.1 Scope of Services and Term.**

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

3.1.2 Term. The term of this Agreement shall be from the date first specified here in to March 30, 2020, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### **3.2 Responsibilities of Consultant.**

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

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

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, WRCOG shall respond to Consultant's submittals in a timely manner. Upon request of WRCOG, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

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

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

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

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

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

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

3.2.10 Insurance.

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

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

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

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

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

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

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

(A) General Liability.

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

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

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

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

(B) Automobile Liability.

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

(C) Workers' Compensation and Employers Liability Coverage.

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

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

(D) All Coverages.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Hundred Thousand (\$100,000)** without written approval of WRCOG's Executive Committee. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement

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

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

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

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

### **3.4 Accounting Records.**

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

### **3.5 General Provisions.**

#### **3.5.1 Termination of Agreement.**

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

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

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

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

**Consultant:** Local Government Commission  
980 9<sup>th</sup> Street, Suite 1700  
Sacramento, CA 95814  
Attn: Linda Cloud

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

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

### 3.5.3 Ownership of Materials and Confidentiality.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **3.6 Subcontracting.**

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

**[SIGNATURES ON FOLLOWING PAGE]**

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

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

WESTERN RIVERSIDE COUNCIL  
OF GOVERNMENTS

Local Government Commission

By: \_\_\_\_\_  
Rick Bishop  
Executive Director

By: \_\_\_\_\_  
Linda Cloud  
Associate Director, Finance

APPROVED AS TO FORM:

ATTEST:

By: \_\_\_\_\_  
General Counsel  
Best Best & Krieger, LLP

By: \_\_\_\_\_  
Its:

**EXHIBIT “A”  
SCOPE OF SERVICES**

**SCOPE OF WORK: Local Government Commission  
Regional Climate Adaptation Toolkit for Transportation  
Infrastructure**

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The Local Government Commission (LGC) is the sub-applicant on Western Riverside Council of Government’s (WRCOG) California Department of Transportation’s (Caltrans) SB-1 Adaptation Planning Grant, for which WRCOG will receive \$683,431 for the *Regional Climate Adaptation Toolkit for Transportation Infrastructure Phase 1* project.

From this total, LGC will receive \$100,000 for its work on the project, contracting directly with WRCOG. LGC will complete all tasks and deliverables indicated in this Scope of Work and work with project partners and consultants throughout the duration of the project from July 2018 to February 2020.

Specific tasks, deliverables, and timelines are included below.

**Task 1: Project Initiation**

Tasks 1.3: Memorandum of Understanding

LGC will work with WRCOG to establish a Memorandum of Understanding and to contract with WRCOG.

- Timeline: to be completed in July 2018
- Deliverables: N/A (subcontract to be provided by WRCOG)

**Task 2: Community Outreach & Engagement**

Task 2.1: Form Regional Climate Collaborative

LGC will work with WRCOG, SBCTA, and other key stakeholders in the region to form an Inland Empire Regional Climate Collaborative. LGC will manage all aspects of planning, conducting outreach, providing guidance on governance and funding structures, and facilitating meetings and events in order to successfully launch the collaborative. Specific task activities include developing a roadmap for collaborative formation, conducting interviews with key stakeholders identified by project partners, establishing an organizing committee and facilitating exploratory meetings, providing options for governance and funding structures, developing promotional materials, and hosting a launch event. All materials will be drafted and shared with project partners prior to final publishing. LGC will leverage resources developed through the Alliance of Regional Collaboratives for Climate Adaptation, a coalition program of LGC, as well as in working with existing regional collaboratives throughout California. It is important to note that the successful formation of a regional collaborative requires active engagement from the region’s key stakeholders as well as administrative support (e.g. determining the fiscal sponsor for the collaborative). Depending on the level of engagement from stakeholders in the region, the intended timeline below may be revised.

- Timeline: September 2018 – March 2019
- Deliverables: meeting summaries, participant lists, formation documents, and promotional materials

Task 2.2: Community Outreach

LGC will work with WRCOG, SBCTA, and other key project stakeholders to assemble an advisory committee, develop a community outreach plan, and conduct community workshops. The advisory committee is intended to provide input on community engagement strategies and will be comprised of 8- 12 representatives with representation from public agencies, Caltrans, community-based organizations, and other interest groups that reflect the demographics and perspectives of the community. LGC will work with project partners to coordinate invitations, prepare materials for at least three advisory committee meetings, and to facilitate these meetings as needed. Based on input from the advisory committee, LGC will work with project partners to develop a community outreach plan that outlines steps to engage community members, emphasizing outreach to lower-income, disadvantaged residents through locally-trusted institutions and existing community partnerships. LGC will develop a community outreach plan that includes a schedule with timing for release, distribution, and placement of publicity items, and a list of potential co-sponsors and co-promoters to assist with outreach and organizing festive activities. All materials will be produced in both English and Spanish. Lastly, LGC will work with project partners to conduct at least four community workshops, which may be a combination of any of the following types of events: community design charrettes, informational workshops and webinars, and/or community meetings. LGC will travel to community event locations and work with project partners on all aspects of event logistics and facilitation.

- Timeline: September 2018 – January 2020
- Deliverables: meeting materials, summaries, and participant lists from at least 2 advisory committee meetings and 4 community meetings, community outreach plan, outreach materials in English and Spanish, and photos from community meetings

#### Task 2.3: Local Agency Support/Additional Outreach

LGC will support project partners in conducting local government capability assessment activities, leveraging the Adaptation Capability Advancement Toolkit that was developed by LGC as part of California's Fourth Climate Change Assessment. LGC will work with project partners to invite participants and will organize at least two workshops or webinars to share the model and provide guidance to help local government staff identify key actions and resources to advance adaptation capabilities. LGC will manage all aspects of creating agendas, leading presentations, and managing in-person or online logistics for the workshop(s) and/or webinar(s).

- Timeline: March 2019 – July 2019
- Deliverables: workshop and/or webinar materials, outreach announcements, and participant lists

### **Task 5: Administration**

#### Task 5.1: Project Monitoring & Contract Management

LGC will actively participate in regular meetings with WRCOG, SBCTA, and other key project partners.

- Timeline: July 2018 – January 2020
- Deliverables: N/A

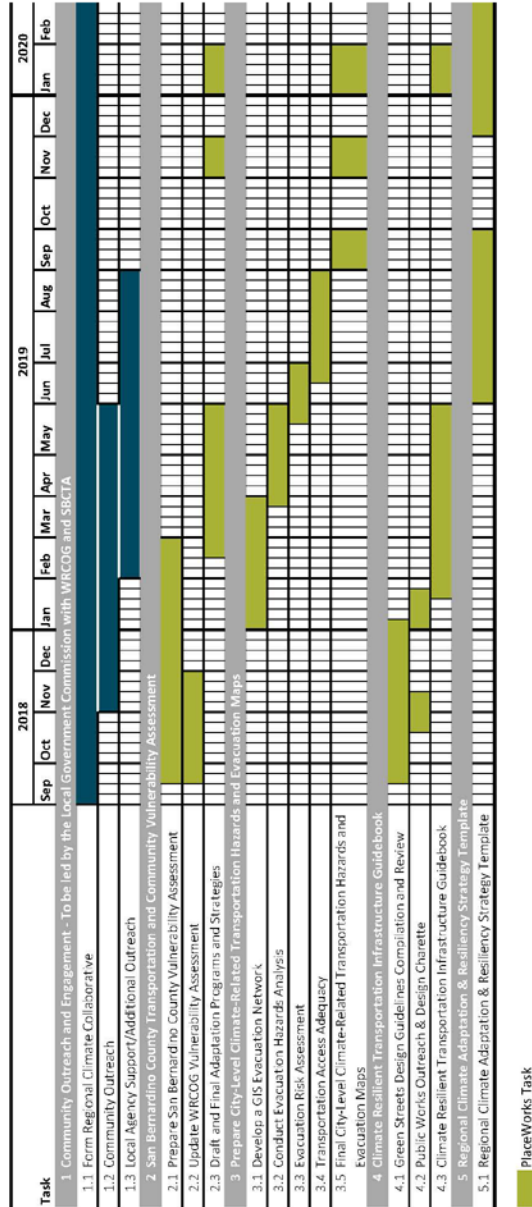
#### Task 5.2: Fiscal Management

LGC will abide by the invoicing schedule set by WRCOG to ensure that all invoices are submitted on time with all supporting materials attached.

- Timeline: July 2018 – February 2020
- Deliverables: N/A

## EXHIBIT “B” SCHEDULE OF SERVICES

The outreach and engagement schedule will be developed in conjunction with the overall Regional Climate Adaptation Toolkit project schedule given the need for close coordination. For reference, the schedule for the overall Regional Climate Adaptation Toolkit project is provided below.



**EXHIBIT “C”  
COMPENSATION**

| <b>Local Government Commission Budget</b><br>Regional Climate Adaptation Toolkit for Transportation Infrastructure |             |       |       |                    |                                                                |             |             |
|--------------------------------------------------------------------------------------------------------------------|-------------|-------|-------|--------------------|----------------------------------------------------------------|-------------|-------------|
| Task                                                                                                               | Personnel   | Rate  | Hours | Personnel Subtotal | Direct Expenses (DE)                                           | DE Subtotal | Total       |
| <b>1: Project Initiation</b>                                                                                       |             |       |       |                    |                                                                |             |             |
| 1.3: Memorandum of Understanding                                                                                   | Manager     | \$100 | 3     | \$300.00           |                                                                |             | \$300.00    |
| <b>2: Community Outreach &amp; Engagement</b>                                                                      |             |       |       |                    |                                                                |             |             |
| 2.1: Form Regional Climate Collaborative                                                                           | Director    | \$140 | 30    | \$4,200.00         | Travel to launch event                                         | \$300.00    | \$4,500.00  |
|                                                                                                                    | Manager     | \$100 | 220   | \$22,000.00        | Travel to launch event                                         | \$300.00    | \$22,300.00 |
|                                                                                                                    | Coordinator | \$75  | 120   | \$9,000.00         | Travel to launch event                                         | \$300.00    | \$9,300.00  |
|                                                                                                                    |             |       |       |                    | Launch event: venue, printed materials, AV, and refreshments   | \$600.00    | \$600.00    |
| 2.2: Community Outreach                                                                                            | Director    | \$140 | 10    | \$1,400.00         |                                                                |             | \$1,400.00  |
|                                                                                                                    | Manager     | \$100 | 100   | \$10,000.00        | Travel to community meetings                                   | \$1,200.00  | \$11,200.00 |
|                                                                                                                    | Coordinator | \$75  | 300   | \$22,500.00        | Travel to community meetings                                   | \$1,200.00  | \$23,700.00 |
|                                                                                                                    |             |       |       |                    | Community meetings: venue, printed materials, and refreshments | \$2,500.00  | \$2,500.00  |
| 2.3: Local Agency Support / Additional Outreach                                                                    | Director    | \$140 | 30    | \$4,200.00         | Travel to workshop                                             | \$300.00    | \$4,500.00  |
|                                                                                                                    | Manager     | \$100 | 100   | \$10,000.00        | Travel to workshop                                             | \$300.00    | \$10,300.00 |
|                                                                                                                    | Coordinator | \$75  | 120   | \$9,000.00         | Travel to workshop                                             | \$300.00    | \$9,300.00  |
|                                                                                                                    |             |       |       | \$0.00             | Workshop materials: printed materials                          | \$100.00    | \$100.00    |

Exhibit C

|                                                                                                             |             |       |       |                    |                                                                |             |              |
|-------------------------------------------------------------------------------------------------------------|-------------|-------|-------|--------------------|----------------------------------------------------------------|-------------|--------------|
| \$92,600.00                                                                                                 |             |       |       |                    | \$7,400.00                                                     |             | \$100,000.00 |
| Local Government Commission Budget<br>Regional Climate Adaptation Toolkit for Transportation Infrastructure |             |       |       |                    |                                                                |             |              |
| Task                                                                                                        | Personnel   | Rate  | Hours | Personnel Subtotal | Direct Expenses (DE)                                           | DE Subtotal | Total        |
| 1: Project Initiation                                                                                       |             |       |       |                    |                                                                |             |              |
| 1.3: Memorandum of Understanding                                                                            | Manager     | \$100 | 3     | \$300.00           |                                                                |             | \$300.00     |
| 2: Community Outreach & Engagement                                                                          |             |       |       |                    |                                                                |             |              |
| 2.1: Form Regional Climate Collaborative                                                                    | Director    | \$140 | 30    | \$4,200.00         | Travel to launch event                                         | \$300.00    | \$4,500.00   |
|                                                                                                             | Manager     | \$100 | 220   | \$22,000.00        | Travel to launch event                                         | \$300.00    | \$22,300.00  |
|                                                                                                             | Coordinator | \$75  | 120   | \$9,000.00         | Travel to launch event                                         | \$300.00    | \$9,300.00   |
|                                                                                                             |             |       |       |                    | Launch event: venue, printed materials, AV, and refreshments   | \$600.00    | \$600.00     |
| 2.2: Community Outreach                                                                                     | Director    | \$140 | 10    | \$1,400.00         |                                                                |             | \$1,400.00   |
|                                                                                                             | Manager     | \$100 | 100   | \$10,000.00        | Travel to community meetings                                   | \$1,200.00  | \$11,200.00  |
|                                                                                                             | Coordinator | \$75  | 300   | \$22,500.00        | Travel to community meetings                                   | \$1,200.00  | \$23,700.00  |
|                                                                                                             |             |       |       |                    | Community meetings: venue, printed materials, and refreshments | \$2,500.00  | \$2,500.00   |
| 2.3: Local Agency Support / Additional Outreach                                                             | Director    | \$140 | 30    | \$4,200.00         | Travel to workshop                                             | \$300.00    | \$4,500.00   |
|                                                                                                             | Manager     | \$100 | 100   | \$10,000.00        | Travel to workshop                                             | \$300.00    | \$10,300.00  |
|                                                                                                             | Coordinator | \$75  | 120   | \$9,000.00         | Travel to workshop                                             | \$300.00    | \$9,300.00   |
|                                                                                                             |             |       |       | \$0.00             | Workshop materials: printed materials                          | \$100.00    | \$100.00     |
| \$92,600.00                                                                                                 |             |       |       |                    | \$7,400.00                                                     |             | \$100,000.00 |

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# Western Riverside Council of Governments Executive Committee

## Staff Report

**Subject:** Finance Department Activities Update

**Contact:** Andrew Ruiz, Interim Chief Financial Officer, [aruiz@wrcog.us](mailto:aruiz@wrcog.us), (951) 405-6741

**Date:** September 10, 2018

*The purpose of this item is to provide an update on the Fiscal Year (FY) 2017/2018 Agency Audit, Annual TUMF review, and the Agency Financial Report summary through June 2018.*

### **Requested Action:**

1. Receive and File.

### **FY 2017/2018 Agency Audit**

FY 2017/2018 ended on June 30, 2018. WRCOG's annual Agency Interim Audit was completed on May 31, 2018. WRCOG utilized the services of the audit firm Rogers, Anderson, Malody, and Scott (RAMS) to conduct its financial audit. The first visit is known as the "interim" audit, which involves preliminary audit work that is conducted prior to fiscal year end. The interim audit tasks are conducted in order to compress the period needed to complete the final audit after fiscal year end. In September, RAMS will return to finish its second round, which is known as "fieldwork." The final Comprehensive Annual Financial Report is expected to be issued no later than November 15, 2018, and will first be reviewed by the Finance Directors Committee. It will then be presented at the November or December 2018 Administration & Finance Committee meeting, with the Executive Committee receiving the report no later than at its January 7, 2019, meeting.

### **Annual TUMF review of participating agencies**

Each year, WRCOG meets with participating members to review TUMF Program fee collections and disbursements to ensure compliance with Program requirements. It is anticipated that the FY 2017/2018 reviews will be conducted from August through October, with the final reports issued to the respective jurisdictions and agencies by December 2018.

### **Financial Report Summary through June 2018**

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

### **Prior Action:**

None.

### **Fiscal Impact:**

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

**Attachment:**

1. Financial Report summary – June 2018.

# Item 5.D

## Finance Department Activities Update

# Attachment 1

## Financial Report summary – June 2018

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Western Riverside Council of Governments  
Monthly Budget to Actuals  
For the Month Ending June 30, 2018

|                                              | Approved<br>6/30/2018<br>Budget*** | Thru<br>6/30/2018<br>Actual | Remaining<br>6/30/2018<br>Budget |
|----------------------------------------------|------------------------------------|-----------------------------|----------------------------------|
| <b>Revenues</b>                              |                                    |                             |                                  |
| Member Dues                                  | 311,410                            | 330,695                     | (19,285)                         |
| General Assembly                             | 300,000                            | 221,500                     | 78,500                           |
| PACE Residential Revenue                     | 862,022                            | 882,240                     | (20,218)                         |
| CA HERO Residential Revenue                  | 3,800,000                          | 3,748,649                   | 51,351                           |
| The Gas Company Partnership                  | 50,000                             | 43,352                      | 6,648                            |
| SCE WREP Revenue                             | 89,071                             | 89,071                      | -                                |
| PACE Residential Recording Revenue           | 211,095                            | 215,730                     | (4,635)                          |
| CA HERO Residential Recording Revenue        | 900,000                            | 879,010                     | 20,990                           |
| CA First Residential Revenue                 | 34,464                             | 35,390                      | (926)                            |
| CA First Residential Recording Revenue       | 13,081                             | 14,005                      | (924)                            |
| PACE Funding Revenue                         | 13,564                             | 13,564                      | -                                |
| Regional Streetlights                        | 228,960                            | 74,544                      | 154,416                          |
| Other Misc Revenue                           | 3,081                              | 8,675                       | (5,594)                          |
| Solid Waste                                  | 117,100                            | 78,835                      | 38,265                           |
| Used Oil Revenue                             | 255,000                            | 207,961                     | 47,039                           |
| Active Transportation Revenue                | 150,000                            | 211,301                     | (61,301)                         |
| RIVTAM Revenue                               | 25,000                             | 25,000                      | -                                |
| Air Quality-Clean Cities                     | 137,500                            | 205,500                     | (68,000)                         |
| LTF                                          | 726,000                            | 726,000                     | -                                |
| Commercial/Service - Admin Portion           | 101,097                            | 103,270                     | (2,173)                          |
| Retail - Admin Portion                       | 118,867                            | 157,148                     | (38,280)                         |
| Industrial - Admin Portion                   | 249,133                            | 436,039                     | (186,906)                        |
| Residential/Multi/Single - Admin Portion     | 1,045,779                          | 1,232,722                   | (186,944)                        |
| Multi-Family - Admin Portion                 | 129,787                            | 138,108                     | (8,321)                          |
| Commercial/Service - Non-Admin Portion       | 2,426,945                          | 2,581,750                   | (154,805)                        |
| Retail - Non-Admin Portion                   | 2,852,820                          | 3,928,693                   | (1,075,874)                      |
| Industrial - Non-Admin Portion               | 5,979,195                          | 10,900,987                  | (4,921,792)                      |
| Residential/Multi/Single - Non-Admin Portion | 25,098,070                         | 30,818,060                  | (5,719,990)                      |
| Multi-Family - Non-Admin Portion             | 3,114,890                          | 3,452,692                   | (337,802)                        |
| <b>Total Revenues</b>                        | <b>52,074,247</b>                  | <b>61,760,491</b>           | <b>(9,686,243)</b>               |
| <b>Expenditures</b>                          |                                    |                             |                                  |
| Wages & Salaries                             | 2,579,903                          | 2,450,413                   | 129,490                          |
| Fringe Benefits                              | 739,956                            | 736,239                     | 3,717                            |
| <b>Total Wages and Benefits</b>              | <b>3,379,859</b>                   | <b>3,186,652</b>            | <b>193,207</b>                   |
| Overhead Allocation                          | 2,219,371                          | 1,911,168                   | 308,203                          |
| General Legal Services                       | 687,876                            | 720,879                     | (33,003)                         |
| 3rd Party Litigation                         | 740,112                            | 740,112                     | -                                |
| Audit Fees                                   | 27,500                             | 27,200                      | 300                              |
| Bank Fees                                    | 33,418                             | 21,698                      | 11,720                           |
| Commissioners Per Diem                       | 62,500                             | 52,441                      | 10,059                           |
| Office Lease                                 | 427,060                            | 252,051                     | 175,009                          |
| WRCOG Auto Fuel                              | 970                                | 970                         | (0)                              |
| WRCOG Auto Maintenance                       | 770                                | 770                         | (0)                              |
| Special Mail Svcs                            | 1,800                              | 2,649                       | (849)                            |

|                                     |                   |                   |                   |
|-------------------------------------|-------------------|-------------------|-------------------|
| Parking Validations                 | 9,145             | 9,122             | 24                |
| Staff Recognition                   | 1,245             | 777               | 468               |
| Coffee and Supplies                 | 1,363             | 992               | 371               |
| Event Support                       | 109,421           | 80,513            | 28,908            |
| General Supplies                    | 34,190            | 21,647            | 12,543            |
| Computer Supplies                   | 15,581            | 9,462             | 6,119             |
| Computer Software                   | 28,663            | 22,473            | 6,190             |
| Rent/Lease Equipment                | 35,100            | 24,084            | 11,016            |
| Membership Dues                     | 34,448            | 20,310            | 14,138            |
| Subscriptions/Publications          | 5,358             | 1,027             | 4,331             |
| Meeting Support/Services            | 24,345            | 16,007            | 8,338             |
| Postage                             | 9,524             | 8,468             | 1,056             |
| Other Household Expenditures        | 4,673             | 4,150             | 523               |
| COG Partnership Agreement           | 25,000            | 16,945            | 8,055             |
| Storage                             | 12,296            | 11,835            | 461               |
| Printing Services                   | 18,514            | 20,738            | (2,224)           |
| Computer Hardware                   | 4,286             | 1,750             | 2,536             |
| Misc. Office Equipment              | 1,376             | 688               | 688               |
| EV Charging Equipment               | 5,975             | 5,975             | -                 |
| Communications-Regular              | 18,515            | 20,217            | (1,702)           |
| Communications-Long Distance        | 500               | 231               | 269               |
| Communications-Cellular             | 14,263            | 11,911            | 2,352             |
| Communications-Comp Sv              | 61,341            | 45,383            | 15,958            |
| Communications-Web Site             | 9,340             | 7,740             | 1,600             |
| Equipment Maintenance - General     | 10,000            | 6,187             | 3,813             |
| Equipment Maintenance - Computers   | 12,527            | 11,927            | 600               |
| Insurance - General/Business Liason | 73,705            | 67,140            | 6,565             |
| WRCOG Auto Insurance                | 3,457             | 3,457             | (0)               |
| PACE Recording Fees                 | 1,415,764         | 1,361,418         | 54,346            |
| Seminars/Conferences                | 23,385            | 15,124            | 8,261             |
| General Assembly Expenditures       | 300,000           | 196,854           | 103,146           |
| Travel - Mileage Reimbursement      | 30,808            | 22,143            | 8,665             |
| Travel - Ground Transportation      | 10,567            | 6,788             | 3,779             |
| Travel - Airfare                    | 27,846            | 17,697            | 10,149            |
| Lodging                             | 23,924            | 17,072            | 6,852             |
| Meals                               | 12,207            | 7,819             | 4,388             |
| Other Incidentals                   | 13,229            | 7,246             | 5,983             |
| Training                            | 15,400            | 9,245             | 6,155             |
| Supplies/Materials                  | 36,092            | 14,310            | 21,782            |
| Ads                                 | 82,096            | 79,525            | 2,571             |
| Education Reimbursement             | 13,553            | 2,500             | 11,053            |
| Consulting Labor                    | 3,883,646         | 3,629,676         | 253,970           |
| Consulting Expenses                 | 62,500            | 4,443             | 58,057            |
| TUMF Project Reimbursement          | 39,000,000        | 16,672,226        | 22,327,774        |
| BEYOND Expenditures                 | 2,052,917         | 738,888           | 1,314,029         |
| Computer Equipment Purchases        | 32,660            | 19,424            | 13,236            |
| Office Furniture Purchases          | 273,720           | 279,335           | (5,615)           |
| Office Improvements                 | 84,819            | 84,819            | (0)               |
| <b>Total General Operations</b>     | <b>61,708,441</b> | <b>27,367,647</b> | <b>34,340,794</b> |
| <b>Total Expenditures</b>           | <b>65,088,300</b> | <b>30,554,299</b> | <b>34,534,001</b> |

\*\*\*Includes 1st through 4th quarter budget amendments



# Western Riverside Council of Governments Executive Committee

## Staff Report

**Subject:** WRCOG Committees and Agency Activities Update

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

**Date:** September 10, 2018

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

**Requested Action:**

1. Receive and file.

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Attached are summaries of actions and activities from recent WRCOG standing Committee meetings that have taken place since the August 2018 Executive Committee meeting.

**Prior Action:**

None.

**Fiscal Impact:**

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

**Attachments:**

1. WRCOG August Committees Activities Matrix (Action items only).
2. Summary recaps from August Committee meetings.

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# Item 5.E

WRCOG Committees and Agency  
Activities Update

## Attachment 1

WRCOG August Committees  
Activities Matrix (Action items only)

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| <u>WRCOG Committees</u><br><u>Activities Matrix</u><br><u>(Action Items Only)</u> |                                                               | <u>Executive Committee</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <u>Administration &amp; Finance Committee</u> | <u>Technical Advisory Committee</u>                                              | <u>Planning Directors Committee</u>                                              | <u>Public Works Committee</u>                                                    | <u>Finance Directors Committee</u> | <u>Solid Waste Committee</u> |
|-----------------------------------------------------------------------------------|---------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|----------------------------------------------------------------------------------|----------------------------------------------------------------------------------|----------------------------------------------------------------------------------|------------------------------------|------------------------------|
|                                                                                   | Date of Meeting:                                              | 8/6/18                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Did not meet                                  | 8/20/18                                                                          | 8/13/18                                                                          | 8/13/18                                                                          | Did not meet                       | 8/15/18                      |
| Current Programs / Initiatives:                                                   |                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                               |                                                                                  |                                                                                  |                                                                                  |                                    |                              |
|                                                                                   | Regional Streetlights Program                                 | Received and filed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                               | Received and filed.                                                              | n/a                                                                              | n/a                                                                              |                                    | n/a                          |
|                                                                                   |                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                               |                                                                                  |                                                                                  |                                                                                  |                                    |                              |
|                                                                                   | Property Assessed Clean Energy (PACE) Programs                | Adopt WRCOG Resolution Number 36-18; 2) Adopt WRCOG Resolution Number 37-18; 3) Adopt WRCOG Resolution Number 18-18; 4) Adopt Amended WRCOG Resolution 35-18; 5) Adopt Amended WRCOG Resolution 38-18; 6) Adopt Amended WRCOG Resolution 39-18; 7) Support the Additional Pace Provider Ad Hoc Committee's pending and tentative recommendation to direct and authorize the Executive Director to enter into contract negotiations and execute any necessary documents to include CleanFund under WRCOG's Commercial PACE umbrella; 8) Adopt WRCOG Resolution Number 40-18; |                                               | n/a                                                                              | n/a                                                                              | n/a                                                                              |                                    | n/a                          |
|                                                                                   |                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                               |                                                                                  |                                                                                  |                                                                                  |                                    |                              |
|                                                                                   | Community Choice Aggregation (CCA) / Western Community Energy | Direct and authorize the Executive Director to enter into the Implementation and Management Services Agreement between Western Riverside Council of Governments and Western Community Energy, as to form.                                                                                                                                                                                                                                                                                                                                                                   |                                               | n/a                                                                              | n/a                                                                              | n/a                                                                              |                                    | n/a                          |
|                                                                                   |                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                               |                                                                                  |                                                                                  |                                                                                  |                                    |                              |
|                                                                                   | TUMF                                                          | Approve the 2018 5-Year Transportation Improvement Program for the Northwest Zone; 2) Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Murrieta for the Engineering Phase of the California Oaks Road Interchange Project in an amount not to exceed \$2,145,959;                                                                                                                                                                                                                                                                |                                               | Discussed and provided input regarding the proposed new TUMF Calculating Policy. | Discussed and provided input regarding the proposed new TUMF Calculating Policy. | Discussed and provided input regarding the proposed new TUMF Calculating Policy. |                                    | n/a                          |
|                                                                                   | Fellowship                                                    | n/a                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Received and filed.                           | n/a                                                                              | n/a                                                                              | n/a                                                                              |                                    |                              |
| New Programs / Initiatives:                                                       |                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                               |                                                                                  |                                                                                  |                                                                                  |                                    |                              |
|                                                                                   | EXPERIENCE                                                    | n/a                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Received and filed.                           | Received and filed.                                                              | n/a                                                                              |                                                                                  | n/a                                |                              |

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# Item 5.E

WRCOG Committees and Agency  
Activities Update

## Attachment 2

Summary recaps from August  
Committee meetings

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## **Western Riverside Council of Governments Executive Committee Meeting Recap August 6, 2018**

*Following is a summary of key items discussed at the last Executive Committee meeting. To review the full agenda and staff reports for all items, click [here](#). To review the meeting PowerPoint presentations, click [here](#).*

### **PACE Program Updates**

- The Executive Committee approved the adoption of Ygrene as a residential PACE provider in the WRCOG subregion, joining existing providers WRCOG HERO, CaliforniaFirst and PACE Funding.

### **Streetlight Program Updates**

- Eleven jurisdictions have signed Purchase and Sales Agreements to acquire 48,000 SCE-owned streetlights within their jurisdictional boundaries.
- The CPUC has approved ten of the participating jurisdictions' applications for streetlight ownership, the final application will likely be approved by mid-August.
- Retrofitting of bulbs is anticipated to start as early as November 2018, and is expected to take approximately 12 months.

### **TUMF Program Update**

- The Executive Committee approved the 5-Year Transportation Improvement Program for the Northwest Zone; there are 29 Agency projects on the TIP, totaling \$61 million, programmed over the next five years.

### **Santa Ana Watershed Project Authority One Water One Watershed Activities Report**

- Dr. Mike Antos, Senior Watershed Manager for the Santa Ana Watershed Project Authority (SAWPA), provided a presentation on the One Water One Watershed (OWOW) Plan.
- Currently, SAWPA has a call open for projects to be included in the OWOW Plan.
- This fall, there will be an open call for grants; only projects included in the OWOW Plan will be eligible for these grant funds.

### **CalPERS Benefits**

- BB&K Partner Isabel Safie provided an overview of the CalPERS system, including an explanation of how employer contribution rates are determined, factors impacting pension liabilities, and investment returns.
- Looking ahead, CalPERS participant agencies can anticipate increasing employer contribution rates due to gradual decrease in discount rate, a shorter amortization period, and increase in pension liability.

### **Next Meeting**

- The next Executive Committee meeting is scheduled for Monday, September 10, 2018, at 2:00 p.m., at the County of Riverside Administrative Center, 1st Floor Board Chambers.



## Western Riverside Council of Governments Planning Directors Committee Meeting Recap August 9, 2018

Following is a summary of key items discussed at the last PDC meeting. To review the full agenda and staff reports for all items, click [here](#). To review the meeting PowerPoint presentations, click [here](#). For additional information, contact Andrea Howard at [ahoward@wrcog.us](mailto:ahoward@wrcog.us) or (951) 405-6751.

### **Summary of Leadership Positions Selected**

- The PDC selected members to serve in Committee leadership positions for the coming year as follows:
  - Chair: Keith Gardner, County of Riverside
  - Vice-Chair: Deanna Elliano, City of Hemet
  - 2nd Vice-Chair: Tom Merrill, City of Jurupa Valley

### **Topics for Future Meetings**

- WRCOG staff and consultants from Michael Baker International presented a variety of potential topics for the Agency to bring to the PDC at future meetings. Members identified a particular interest in the following topics:
  - Up and coming planning laws
  - Strategic planning to sustain affordable housing while keeping jobs local to decrease work commutes and gas emissions
  - Options to invest in landscape, walls, interchange, trash pickup, and other community beautification opportunities.
- Committee Member Gardner, Riverside County, shared that the County is undergoing an update to their zoning code and referenced [this](#) white paper; PDC members expressed interest in a workshop regarding potential online capabilities that will be made available through the code update.

### **Fee Comparison Update**

- In 2016 WRCOG conducted a fee comparison analysis on fee exactions, which investigated the effects of other development costs and analyzed economic benefits of transportation investment in the subregion.
- WRCOG is beginning the process of updating the analysis; the update will utilize the same methodology and will only revise fee structures.
- Development types analyzed will be single-family and multi-family residential development, retail development, office development, and industrial development.
- Jurisdictions that have undergone a change in fee structure since 2016, are asked to notify WRCOG.

### **Proposed New TUMF Calculation Policy**

- Based on input from Public Works Directors and City Managers, staff have refined options for WRCOG calculation and potential collection of TUMF to three options:
  - Option 1: WRCOG calculates fees
  - Option 2: WRCOG calculates fees and collects fees for some member agencies
  - Option 3: WRCOG calculates fees and collects fees for all member agencies
- PDC members expressed a preference for Options 2 and 3.

- In June 2018, staff initiated an update to an in-house fee calculator for TUMF; the tool is anticipated to be available in the Fall.

#### **TUMF Program 3,000 SF Reduction**

- In August 2017, the Executive Committee approved a 3,000 sq. ft. reduction for all retail and service land uses.
- There has been some discussion regarding when this reduction applies: staff clarified that each building permit, including both new construction and renovations with expansions, receives the 3,000 sq. ft. reduction.

#### **Next Meeting**

- The next meeting of the WRCOG Planning Directors Committee will convene on Thursday, September 13, 2018 at WRCOG's office, located at 3390 University Avenue, Suite 450, Riverside.



## **Western Riverside Council of Governments Public Works Committee Meeting Recap August 9, 2018**

### **Personal Signal Assistance Technology**

- Christopher Tzeng, WRCOG Program Manager, introduced Steve Mager from Traffic Technology Services, Inc. (TTS), a technology company and information provider for vehicle applications to connect vehicles and infrastructure and facilitate safe development of increasingly autonomous vehicles.
- Mr. Mager presented on the growing capabilities of Personal Signal Assistant technology and emphasized the importance of implementation via public private partnerships.
- For more information, please contact Steve Mager at [steve.mager@traffictechservices.com](mailto:steve.mager@traffictechservices.com).

### **Fee Comparison Analysis Update**

- Christopher Tzeng, WRCOG Program Manager, introduced an update to the 2016 Fee Comparison Study that analyzed fees / exactions required and collected by jurisdictions / agencies in-and-immediately adjacent to the WRCOG subregion.
- WRCOG staff will reach out to all jurisdictions and agency staff to inquire about updates to fee structures for inclusion in the 2018 Fee Comparison Study.
- For more information, please contact Christopher Tzeng at [ctzeng@wrcog.us](mailto:ctzeng@wrcog.us).

### **Riverside County Traffic Analysis Model (RIVTAM) Update**

- Christopher Gray, WRCOG Director of Transportation, shared that WSP will lead the RIVTAM update efforts and requested that jurisdictions provide their latest traffic count data so the model can provide forecasts utilizing the most accurate data.
- WRCOG staff will follow up with member agencies to inquire about data.
- For more information, please contact Christopher Gray at [cgray@wrcog.us](mailto:cgray@wrcog.us). Traffic data can be sent to Christopher Tzeng, WRCOG Program Manager, at [ctzeng@wrcog.us](mailto:ctzeng@wrcog.us).

### **Proposed New TUMF Calculation Policy**

- Daniel Ramirez-Cornejo, WRCOG Program Manager, provided an update on three options developed to streamline the TUMF calculation process and eliminate errors, which includes WRCOG calculating TUMF for all development projects or WRCOG calculating and collecting TUMF for all development projects.
- Mr. Ramirez-Cornejo also presented worksheets that would be submitted by member agencies with relevant development information for WRCOG calculation of fees.
- Member agencies are encouraged to review the materials provided. It is anticipated that the various WRCOG Committees will take action on an option for implementation in September.
- For more information, please contact Daniel Ramirez-Cornejo at [dramirez-cornejo@wrcog.us](mailto:dramirez-cornejo@wrcog.us).

### **TUMF Program 3,000 Square Foot Exemption for Retail and Service Uses Implementation Update**

- Daniel Ramirez-Cornejo, WRCOG Program Manager, provided an update on implementation of the 3,000 square foot (SF) exemption for retail and service uses enacted by the Executive Committee in August 2017.
- Approximately \$3 million has been collected from retail and service uses since implementation of this policy, and direct revenue loss from the 3,000 SF exemption is approximately \$900,000 through May 2018.
- For more information, please contact Daniel Ramirez-Cornejo at [dramirez-cornejo@wrcog.us](mailto:dramirez-cornejo@wrcog.us).

### **Western Riverside Energy Partnership (WREP) Update**

- Anthony Segura, WRCOG Staff Analyst, provided a mid-year update on the Partnership, for which three WREP members progressed up new tier levels in SCE's Energy Leader Model (Cities of Hemet, Murrieta, and Wildomar).
- The WREP Partnership has achieved its SCE goal of 356,400 kWh by saving over 2.6 million kWh through the implementation various LED lighting projects at municipal facilities (indoor & outdoor) and safety light retrofits.
- Mr. Segura announced that the LED Holiday Light Exchange will continue in 2018, for which more than 2,300 holiday lights have been provided to date.
- For more information, please contact Anthony Segura at [asegura@wrcog.us](mailto:asegura@wrcog.us).



## **Western Riverside Council of Governments Technical Advisory Committee Meeting Recap August 16, 2018**

*Following is a summary of key items discussed at the last Technical Advisory Committee meeting. To review the full agenda and staff reports for all items, click [here](#). To review the meeting PowerPoint presentations, click [here](#).*

### **Selection of Technical Advisory Committee Leadership Positions for Fiscal Year 2018/2019**

- The TAC selected members to serve in Committee leadership positions for the fiscal year as follows:
  - Chair: George Johnson, County of Riverside
  - Vice-Chair: Allen Parker, City of Hemet
  - 2nd Vice-Chair: Gary Thompson, City of Jurupa Valley

### **Small Cell Deployment and S. 3157**

- The TAC forwarded a recommendation to the Executive Committee to adopt an “Oppose” position for Congressional Senate Bill S. 3157 (Thune), which attempts to limit local control of the deployment of telecommunication facilities and small cells by, for example, requiring jurisdictions to respond to small cell applications within a short amount of time, limits the amount jurisdictions can charge for small cell attachments, and regulates location siting of small cell deployment.

### **Proposed New TUMF Fee Calculation Policy**

- Over the past few months WRCOG has held discussions with its committee structure to explore alternate TUMF fee calculation and collection options, with the goal of reducing or eliminating fee calculation errors and member agency staff time directed to fee calculations and/or collections.
- Of the options presented, TAC members favored WRCOG calculating and collecting fees for all agencies. This would significantly streamline the process by removing much of the back-and-forth that typically occurs between member agencies and WRCOG staff. It would also simplify the monthly remittance and annual reports.
- Staff will bring the item back to the Planning Directors and Public Works Committee before taking the item to the Administration & Finance and Executive Committees for action.
- Staff are currently testing the functionality and accuracy of an online fee calculator tool, which will allow stakeholders to input project-specific information and receive fee obligation estimates for development projects. Staff anticipates that the tool will be available for use in the fall.

### **Update to the Regional Truck Study and Development and Implementation of a Regional Logistics Mitigation Fee**

- Riverside County Transportation Commission (RCTC) staff provided an update on a regional truck study and efforts to develop and implement a regional logistics mitigation fee, currently underway.
- The study is the result of the settlement agreement amongst many public agencies and Highland Fairview in response to litigation involving the World Logistics Center.

- If a fee were implemented, it could set a fee on new distribution center warehouses, based on facility size, to mitigate impacts of such land uses and help pay for freeway improvements identified in the study.
- The study is nearly completed; RCTC has completed four of the five tasks outlined in the study, including 1) an Existing and Future Conditions Analysis, 2) Funding and Cost Analysis, 3) Nexus Study, and 4) Fee Allocation Structure and Implementation Mechanism. RCTC anticipates finalizing the fifth task, Study Recommendations, later this month.
- Any fee that might result from the study is separate from TUMF; there is no overlap between the two efforts as the RCTC study is focused on freeway improvements that are not part of the TUMF Regional System of Highways and Arterials.

### **Experience Regional Innovation Center Feasibility Analysis Update**

- The study to explore the viability of bringing an innovation and sustainability demonstration to the WRCOG subregion is entering its final stages. A Steering Committee has been meeting regularly and has laid out specific objectives for the center, which are being used to guide the analysis process. The Project Team has completed a Market and Demand Analysis, which included a revise of the economic benefits and costs of potential program elements.
- In the next few months, the project team will compare specific host site opportunities, and explore governance, operations, and partnership opportunities prior to making final site recommendations and determining next steps.

### **Next Meeting**

- The next meeting of the Technical Advisory Committee is scheduled for Thursday, September 20, 2018, at 9:30 a.m. in WRCOG's office, located at 3390 University Avenue, Suite 450, Riverside.

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# Western Riverside Council of Governments Executive Committee

## Staff Report

**Subject:** Regional Streetlight Program Activities Update

**Contact:** Tyler Masters, Program Manager, [tmasters@wrcog.us](mailto:tmasters@wrcog.us), (951) 405-6732

**Date:** September 10, 2018

*The purpose of this item is to provide an update on the Western Riverside County streetlight acquisition and transition processes, the participating jurisdictions' next steps, and regional program management and administration.*

### **Requested Action:**

1. Receive and file.

*WRCOG's Regional Streetlight Program will assist member jurisdictions with the acquisition and retrofit of their Southern California Edison (SCE)-owned and operated streetlights. The Program has three phases: 1) streetlight inventory, 2) procurement and retrofitting of streetlights, and 3) ongoing operations and maintenance. A major objective of the Program is to provide cost savings to participating member jurisdictions.*

### **Background**

At the direction of the Executive Committee, WRCOG developed a Regional Streetlight Program that will allow jurisdictions (and Community Service Districts) to purchase streetlights within their boundaries that are currently owned and operated by SCE. Once the streetlights are owned by the member jurisdiction, the lamps will be retrofitted to Light Emitting Diode (LED) technology to provide more economical operations (i.e., lower maintenance costs and reduced energy use). Local control of the streetlight system provides jurisdictions with opportunities for future revenue generation such as digital-ready networks and telecommunications and information technology strategies.

### **Regional Streetlight Acquisition Process**

Eleven jurisdictions (listed below) have moved forward and signed Purchase and Sales Agreements (Agreement) to acquire current SCE-owned streetlights within their jurisdictional boundaries. Collectively, these account for nearly 48,000 streetlights within Western Riverside County. SCE has transmitted all Agreements to the California Public Utilities Commission (CPUC) for review and approval.

The CPUC has approved all member jurisdiction applications for streetlight ownership. The table below provides the status for each jurisdiction participating in the Program and is subject to change as SCE progresses through the transition process. WRCOG staff will continue to update the progress as jurisdictions reach each milestone.

|               | City approves agreement to purchase streetlights | City approves amendment to PSA | SCE executes agreement | SCE sends to CPUC | CPUC approves streetlight transfer | City approves program participation |
|---------------|--------------------------------------------------|--------------------------------|------------------------|-------------------|------------------------------------|-------------------------------------|
| Eastvale      | 4/12/17                                          | 7/25/17                        | ✓                      | ✓                 | 12/8/17                            | 5/9/18                              |
| Hemet         | 3/14/17                                          | 9/11/17                        | ✓                      | ✓                 | 3/31/18                            | 8/28/18                             |
| JCSD          | 3/13/17                                          | N/A                            | ✓                      | ✓                 | 3/11/18                            | 7/23/18                             |
| Lake Elsinore | 1/24/17                                          | 8/17/17                        | ✓                      | ✓                 | 3/11/18                            | 7/24/18                             |
| Menifee       | 2/15/17                                          | 3/7/18                         | ✓                      | ✓                 | 8/8/18                             | Est. 9/19/18                        |
| Moreno Valley | 3/21/17                                          | 10/16/17                       | ✓                      | ✓                 | 3/31/18                            | 6/19/18                             |
| Murrieta      | 3/7/17                                           | 7/11/17                        | ✓                      | ✓                 | 9/29/17                            | 12/19/17                            |
| Perris        | 3/28/17                                          | N/A                            | ✓                      | ✓                 | 3/31/18                            | 5/8/18                              |
| San Jacinto   | 3/28/17                                          | N/A                            | ✓                      | ✓                 | 3/31/18                            | 12/19/17                            |
| Temecula      | 2/28/17                                          | 5/30/17                        | ✓                      | ✓                 | 6/21/18                            | 8/14/18                             |
| Wildomar      | 3/8/17                                           | N/A                            | ✓                      | ✓                 | 3/31/18                            | 8/8/18                              |

As part of the next step of the Program, staff will work with remaining jurisdictions to identify and pursue action on the Regional Program Participation Package including:

1. Financing: If approved, the jurisdiction will enter into an agreement with the Program's financing lender, Banc of America. Banc of America will be working with each respective jurisdiction to provide the adequate amount for Acquisition and/or LED Retrofit.
2. Retrofit, operation & maintenance: If approved, the jurisdiction will elect to enter into an agreement with WRCOG's retrofit, operation & maintenance (O&M) service provider, Siemens, which will be conducting retrofit services and ongoing maintenance remedies for any streetlight outages and fixture damages, and provide a 24/7 call center for residents with the goal of meeting and/or exceeding the current service that is being offered.
3. LED fixture selection and procurement: If approved, the jurisdiction will elect to enter into an agreement to convert their current lighting fixtures to LED technology. The LED technology that will be implemented throughout the region will be installed by Siemens.

### **Streetlight Transition Process**

WRCOG receives regular transition timelines and updates from SCE indicating the estimated timing that SCE will initiate and analyze each streetlight pole as part of the acquisition process. Known as the SCE Inventory and Inspection Process (or inventory true-up process), SCE estimates the entire region will have the streetlight transition started by October 2018. At the conclusion of the Process, each jurisdiction will be provided with their own streetlight report containing important information from the amount of sellable streetlight systems, streetlight location, pole material, etc. To date, the City of Murrieta has completed the Process and has received their streetlight data for review. The table below estimates the program milestones for each jurisdiction from the period SCE's Inventory and Inspection Process commences all the way through retrofit completion for the participants. Note that the table provides different scenario timelines based on alternating paces of SCE's process as well as the pace of retrofit and fixture delivery.

| 8.27.18          | SCE<br>Transition<br>start<br><b>1</b> | SCE Transition closing<br><b>2</b> |                                 | City<br>approval +<br>payment of<br>invoice<br><b>3</b> | Additional<br>Application<br>Req. (for<br>cities with<br>PS lights) | Retrofit Start<br><b>4</b> |                | Retrofit End<br>(Siemens @ 3,000<br>poles/month)<br><b>5</b> |                | Retrofit End<br>(Siemens @<br>1,000/Month) |                |
|------------------|----------------------------------------|------------------------------------|---------------------------------|---------------------------------------------------------|---------------------------------------------------------------------|----------------------------|----------------|--------------------------------------------------------------|----------------|--------------------------------------------|----------------|
|                  |                                        | Scenario<br>#1 @ 2,000<br>/month   | Scenario #2<br>@<br>4,000/month |                                                         |                                                                     | Scenario<br>#1             | Scenario<br>#2 | Scenario<br>#1                                               | Scenario<br>#2 | Scenario<br>#1                             | Scenario<br>#2 |
| Eastvale         | 6/1/18                                 | 7/31/18                            | 7/1/18                          | + 45 days                                               | N/A                                                                 | 9/14/18                    | 8/15/18        | 10/24/18                                                     | 09/24/18       | 01/13/19                                   | 12/14/18       |
| Hemet            | 6/4/18                                 | 9/24/18                            | 7/30/18                         |                                                         | + 90 days                                                           | 2/6/19                     | 12/12/18       | 02/23/19                                                     | 12/29/18       | 03/30/19                                   | 02/02/19       |
| JCSD             | 6/4/18                                 | 8/7/18                             | 7/6/18                          |                                                         | N/A                                                                 | 9/21/18                    | 8/20/18        | 10/09/18                                                     | 09/07/18       | 11/16/18                                   | 10/15/18       |
| Lake<br>Elsinore | 6/4/18                                 | 8/28/18                            | 7/16/18                         |                                                         | N/A                                                                 | 10/12/18                   | 8/30/18        | 11/13/18                                                     | 10/01/18       | 01/15/19                                   | 12/04/18       |
| Menifee          | 10/1/18                                | 1/3/19                             | 11/17/18                        |                                                         | + 90 days                                                           | 5/18/19                    | 4/1/19         | 07/20/19                                                     | 06/03/19       | 11/23/19                                   | 10/07/19       |
| Moreno<br>Valley | 9/1/18                                 | 1/11/19                            | 11/6/18                         |                                                         | N/A                                                                 | 2/25/19                    | 12/21/18       | 05/24/19                                                     | 03/19/19       | 11/17/19                                   | 09/12/19       |
| Murrieta         | complete                               | 5/1/18                             | 5/1/18                          |                                                         | + 90 days                                                           | 9/13/18                    | 9/13/18        | 11/16/18                                                     |                | 03/25/19                                   |                |
| Perris           | 7/17/18                                | 9/17/18                            | 8/17/18                         |                                                         | N/A                                                                 | 11/1/18                    | 10/1/18        | 12/12/18                                                     | 11/11/18       | 03/05/19                                   | 02/02/19       |
| San<br>Jacinto   | 7/17/18                                | 8/13/18                            | 7/30/18                         |                                                         | N/A                                                                 | 9/27/18                    | 9/13/18        | 10/15/18                                                     | 10/01/18       | 11/20/18                                   | 11/06/18       |
| Temecula         | 10/1/18                                | 1/19/19                            | 11/25/18                        |                                                         | + 90 days                                                           | 6/3/19                     | 4/9/19         | 08/15/19                                                     | 06/21/19       | 01/09/20                                   | 11/15/19       |
| Wildomar         | 9/1/18                                 | 9/22/18                            | 9/11/18                         |                                                         | + 90 days                                                           | 2/4/19                     | 1/24/19        | 02/18/19                                                     | 02/07/19       | 03/18/19                                   | 03/07/19       |

1. SCE Transition start: Initiation of streetlight inventory and inspection process and final verification of streetlight systems. Completed by SCE's third party contractor.
2. SCE Transition closing: SCE has indicated they can transition between 2,000 to 4,000 lights per month. As such, the table above estimated closing dates using two scenarios. Scenario #1 illustrates a conservative approach where SCE can audit 2,000 poles / month & Scenario #2 illustrates an expedited approach where SCE can audit 4,000 poles per month.
3. City Approval & payment and additional application requirements (if any): Estimated timeframe for City review of streetlight audit & submittal of payment for streetlight purchase to SCE. The 90-day provision for additional application is added for select jurisdictions with Low Pressure Sodium lighting.
4. Retrofit start: Estimated LED retrofit start date. Retrofit start date will be based off of Footnote #2 audit approach.
5. Retrofit end: Estimated LED retrofit end date. Two Scenarios are shown with WRCOG's O&M vendor Siemens providing a 3,000 poles per month retrofit and 1,000 poles per month retrofit scenario(s).

### WRCOG Regional Program Management and Administration Update

The Regional Program allows operational economies of scale by offering WRCOG Program Management and Administrative function to support each participating jurisdiction in operating, maintaining, and managing their streetlight systems, ensuring the level of service of streetlight concern is maintained and improved upon. Included in WRCOG's administrative functions are the following:

- Promote / market Streetlight outage call center
- CEQA support (support finding and develop resolution and Notice of Exemption template)
- Develop and process incentive / rebate applications
- Facilitate GIS update to include streetlight acquisition and retrofit data
- Facilitate pole identification tags, or markings, and naming / deployment system
- Regular reports to jurisdictions
- Regular WRCOG Committee updates
- Ongoing regulatory and legislative tracking related to streetlights and rates associated (e.g., SB 649, and Congressional Senate Bill S.3157)
- Participation in streetlight advocacy groups like the California Streetlight Light Association (CALSLA)
- Support Retrofit, Operations & Maintenance Scope of Work

- Support LED fixture selection and delivery logistics

In 2015, the Program Management and Administration fee was developed to allow WRCOG to provide the services listed above. Additionally, this fee included a 3% annual inflation / escalator. In 2015, the fee was \$0.26 per pole per month, which is equivalent to fund one full time analyst and a third full time Program Manager's time to support each jurisdiction efficiently manage their streetlight systems. After inclusion of this 3% escalator, in 2018, the fee is proposed at \$0.284 per pole per month. Cities scheduled to close their financing within the 2018 calendar year were informed in August of these updated fee and cash flow projections.

**Prior Action:**

August 16, 2018: The Technical Advisory Committee received and filed.

**Fiscal Impact:**

Activities for the Regional Streetlight Program are included in the Agency's adopted Fiscal Year 2018/2019 Budget in the Energy Department.

**Attachment:**

None.



# Western Riverside Council of Governments Executive Committee

## Staff Report

**Subject:** PACE Programs Activities Update

**Contact:** Casey Dailey, Director of Energy & Environmental Programs, [cdailey@wrcog.us](mailto:cdailey@wrcog.us), (951) 405-6720

**Date:** September 10, 2018

*The purpose of this item is to inform the Executive Committee of general Program updates and to provide an update on the seismic strengthening opt-out option that will be distributed to associate member and member jurisdictions.*

### Requested Action:

1. Receive and file.

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

### Overall PACE Program Update

The following table provides a summary of all residential projects that have been completed under the residential WRCOG PACE Programs through August 28, 2018:

| PACE Program    | Date Program Launched | Projects Completed | Total Project Value    | Product Type Installed                                                             |
|-----------------|-----------------------|--------------------|------------------------|------------------------------------------------------------------------------------|
| WRCOG HERO      | December 2011         | 26,431             | \$523,190,324          | HVAC: 32.0%; Solar: 26.1%; Windows / Doors: 18.1%; Roofing: 9.1%; Landscape: 4.4%  |
| California HERO | December 2013         | 60,910             | \$1,326,578,587        | HVAC: 29.5%; Solar: 27.3%; Windows / Doors: 17.7%; Roofing: 10.3%; Landscape: 5.2% |
| CaliforniaFIRST | May 2017              | 163                | \$4,996,872            | HVAC: 30.0%; Solar: 30.0%; Windows / Doors: 16.5%; Roofing: 11.0%; Landscape: 4.9% |
| PACE Funding    | November 2017         | 97                 | \$2,358,830            | HVAC: 31.5%; Solar: 28.2%; Windows / Doors: 24.1%; Roofing: 7.4%; Landscape: 4.5%  |
| <b>Total:</b>   |                       | <b>87,596</b>      | <b>\$1,857,124,613</b> |                                                                                    |

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

| <b>Economic and Environmental Impacts Calculations</b> |                |
|--------------------------------------------------------|----------------|
| KW Hours Saved – Annually                              | 1,101 GWh      |
| GHG Reductions – Annually                              | 222,221 tons   |
| Gallons Saved – Annually                               | 555 Million    |
| \$ Saved – Annually                                    | 117 Million    |
| Projected Annual Economic Impact                       | \$ 3.4 Billion |
| Projected Annual Job Creation/Retention                | 20,190 Jobs    |

### **Legislative Update**

Currently, there are two bills regarding PACE Programs working through the State Legislature.

Senate Bill 1087 (Roth) – provides several updates that would make changes to the income verification requirement, add a provision requiring PACE providers to publish a list of PACE contractors acting in an unsafe manner, and allow the DBO to take immediate and corrective action against contractors who act in an unsafe and injurious manner. This bill has passed and is awaiting the governor's signature.

Assembly Bill 2063 (Aguiar-Curry) – this bill has passed and is awaiting the governor's signature. This bill provides updates that would require an assessment contract not be executed until a property owner's ability to repay has been established, require a property owner to contact their home insurance provider to ensure the improvements are covered, and require a PACE administrator to provide a written disclosure on the difference between a property owners' ability to pay and the actual financed amount. Notable amendments in the legislation include:

1. Clarifying the bill only applies to residential PACE improvements
2. Authorizing the income of a legal spouse or domestic partner, who is not on title to the property, to be used, under specified circumstances, to determine a property owner's ability to pay.
3. Reduce the requirement for a property owner to not have been a party to bankruptcy from seven to four years.
4. Reduce the requirement that a property owner not have a late mortgage payment for the previous 12 months to not having a late mortgage payment to the previous six months.

### **WRCOG Amended Resolution 35-17: Seismic Strengthening Opt-Out Letter**

On July 10, 2017, the Executive Committee adopted Resolution Number 35-17, which approved the proposed modification of the Program Report to include seismic strengthening projects as eligible for PACE financing. The resolution required that WRCOG members and associate members take action to authorize the financing of seismic strengthening within each jurisdiction by entering into an amendment of the Implementation Agreement that was entered when the PACE Program was originally launched. This adopted process proved overly cumbersome and time consuming for both WRCOG staff and the staff within each member jurisdiction.

On August 6, 2018, the Executive Committee adopted amended Resolution Number 35-17. The revised resolution removed the requirement for WRCOG members to amend the Implementation Agreements of such members or the adoption by the City Council or Board of Supervisors of associate members to affirmatively authorize financing of seismic strengthening. Instead, it will allow for WRCOG to automatically finance seismic improvements in all participating PACE jurisdictions unless, either a WRCOG member or associate member affirmatively elects to opt out of financing such improvements within their jurisdictions. WRCOG has provided an opt out letter to all participating jurisdictions, should any elect to withhold from participating in seismic improvement PACE financing.

**Prior Action:**

August 6, 2018:

The Executive Committee 1) adopted WRCOG Resolution Number 36-18; A Resolution of the Executive Committee of the Western Riverside Council of Governments Authorizing the Issuance of Limited Obligation Improvement Bonds for the Ygrene Program, Amending the Program Report and Approving the Forms of an Administration Agreement with Ygrene Energy Fund California LLC And Trust Indenture and Bond Purchase and Draw Down Agreement for the Issuance of Bonds for the Ygrene Program of the WRCOG Program and Appointing a Trustee; 2) adopted WRCOG Resolution Number 37-18; A Resolution of the Executive Committee of the Western Riverside Council of Governments Authorizing Judicial Validation Proceedings Relating to the Issuance and Sale of Limited Obligation Improvement Bonds Pertaining to the Ygrene Program of the Western Riverside Council of Governments California Hero Program and Other Matters Related Thereto and Approving Additional Actions Related to Such Proceedings; 3) adopted WRCOG Resolution Number 18-18; A Resolution of the Executive Committee of the Western Riverside Council of Governments Confirming Modification of the California HERO Program Report so as to Expand the Program Area within Which Contractual Assessments May be Offered; 4) adopted Amended WRCOG Resolution 35-17; A Resolution of the Executive Committee of the Western Riverside Council of Governments amending Resolution Number 35-17 to revise the requirements for the implementation of the financing of seismic strengthening improvements as an 'opt out' option in member or associate member jurisdictions; 5) adopted WRCOG Resolution Number 38-18; A Resolution of Executive Committee of the Western Riverside Council of Governments Making Certain Representations and Authorizing the Placement of Assessments on the Tax Roll in Shasta County; 6) adopted WRCOG Resolution Number 39-18; A Resolution of the Executive Committee of the Western Riverside Council of Governments to initiate judicial foreclosure on the delinquent property participating in the SAMAS Commercial PACE Program; 7) supported the Additional Pace Provider Ad Hoc Committee's pending and tentative recommendation to direct and authorize the Executive Director to enter into contract negotiations and execute any necessary documents to include CleanFund under WRCOG's Commercial PACE umbrella; and 8) adopted WRCOG Resolution Number 40-18; 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 Solano County for the SAMAS Commercial Programs.

**Fiscal Impact:**

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

**Attachment:**

None.

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# Western Riverside Council of Governments Executive Committee

## Staff Report

**Subject:** Local Assistance for WRCOG Member Agencies: Grant Writing Assistance & BEYOND Program Activities Updates

**Contact:** Andrea Howard, Program Manager, [ahoward@wrcoq.us](mailto:ahoward@wrcoq.us), (951) 405-6751

**Date:** September 10, 2018

*The purpose of this item is to provide an update on the local assistance programs WRCOG administers to provide funding for member driven projects and programming through the Grant Writing Assistance Program and BEYOND Framework Fund Program; to provide an update on three grant opportunities that are expected to release a Notice of Funding Availability (NOFA) in the fall: the Caltrans Sustainable Transportation Planning Grant Program, the Caltrans Adaptation Planning Grant Program, and the SCAG Sustainable Transportation Planning Grant Program; and to highlight the BEYOND Round II-funded Well One Clinic in the City of Perris.*

### **Requested Action:**

1. Receive and file.

*WRCOG provides assistance to member jurisdictions to fund local projects through the BEYOND Framework Fund Program (BEYOND) and the Grant Writing Assistance Program. BEYOND provides funding directly to member jurisdictions through both competitive and non-competitive funding channels to enable member agencies to develop and implement plans and programs aimed at improving quality of life in Western Riverside County by addressing the goal areas outlined in WRCOG's Economic Development and Sustainability Framework. The Grant Writing Assistance Program covers the cost of hiring professional grant writers to develop proposals for competitive external funding for the eligible grant programs identified in the Program guidelines.*

### **Grant Writing Assistance Program Overview**

WRCOG manages a bench of consultants to help jurisdictions prepare grant applications in five program areas: Active Transportation; Caltrans Sustainable Transportation and Adaptation Planning; Affordable Housing and Sustainable Communities; electric vehicle and alternative fuel readiness, or funding related to Clean Cities activities; and any new planning grant opportunities. The Program aims to strengthen the region's overall competitiveness for statewide funding and to provide needed supplemental support to jurisdictions prevented from seeking grant funds due to limited capacity and/or resources. WRCOG has allocated \$700,000 toward this Program, of which, approximately \$120,000 has been used, resulting in more than \$1.8 million in awarded grants for the region. Attachment 1 provides an overview of the grant opportunities applied for and awarded through the Program to date.

### **New Grant Opportunities for fall 2018:**

**Caltrans Sustainable Transportation Planning Grant Program.** This Program provides funding to projects that develop local plans which encourages sustainable infrastructure improvements to reduce Greenhouse Gas Emissions (GHG), Vehicle Miles Traveled, and increase safety, and/or provide access to Public Transit. The Program has four main categories:

1. **Sustainable Communities Competitive:** funds projects / studies such as, but not limited to, community to school studies or safe routes to school plans, studies that advance a community's effort to address the impacts of climate change and sea-level rise, complete street plans, transit planning studies related to accessible transit, paratransit, mobility management, etc., first / last mile project development planning, and land use planning activities in coordination with a transportation project.
2. **Strategic Partnerships:** funds transportation planning studies of interregional and statewide significance in partnership with Caltrans.
3. **Strategic Partnerships Transit:** funds multi-modal planning studies with a focus on transit, in partnership with Caltrans, of regional, interregional and statewide significance.
4. **Sustainable Communities:** formula funds for Metropolitan Planning Organization (such as the Southern California Association of Governments (SCAG)).

**Caltrans Adaptation Planning Grant.** This Program provides funding to climate change adaptation planning. Examples of projects / studies include, but are not limited to, climate vulnerability assessments, extreme weather event evacuation planning, resilience planning, transportation infrastructure adaptation plans, natural and green infrastructure planning (e.g., wetlands restoration along transportation corridors to protect transportation infrastructure from flooding and storm impacts).

**Sustainable Communities Planning Resource Program.** SCAG is developing guidelines for the next Sustainable Communities Planning Resource Program (formerly Sustainability Planning Grant Program) call for proposals (anticipated for September 2018). SCAG estimates that approximately \$4.9 million in planning resources will be available and are refining the focus of this competitive program to better align with regional planning priorities and strategies. It is expected that the refined Program will provide resources for nine project types included in the Active Transportation and Integrated Land-Use & Green Region categories. Similar to previous cycles, applicants will be awarded consultant services to complete the work proposed in each funding category.

#### Grant Opportunities Summary Table:

In addition to offering grant writing assistance, WRCOG provides regular updates on various grant opportunities that may be of interest to jurisdictions with the goal of returning as much grant funding to member agencies as possible. In the Grant Opportunities Summary, Tables are distributed bi-weekly via email and posted to WRCOG's website. The Summary Tables provide possible grant opportunities which WRCOG may be able to provide grant writing assistance for, and additional opportunities which are not eligible for assistance through WRCOG, though they may be of interest to members. The Tables list both the estimated "Level of Difficulty" to provide an indication of the level of support needed to develop applications, and the "Success Rates" indicating the number of applications awarded in relation to the number of applications submitted.

#### BEYOND Program Overview

Piloted in Fiscal Year (FY) 2015/2016, the BEYOND Framework Fund supports development and implementation of local projects aligned with the six goal areas outlined in WRCOG's Economic Development and Sustainability Framework: economy, health, education, energy & environment, water & waste water, and transportation. To date, the Executive Committee has allocated a total of \$4.1 million through two rounds of funding. Round I of BEYOND is funded through FY 2014/2015 Agency carryover funds, while Round II is funded through FY 2015/2016 Agency carryover funds.

**BEYOND Round I Status:** Round I provided \$1.8 million to member jurisdictions, allocated according to a population-based formula in a single funding stream. Thirty-two projects were funded under Round I and, as of this writing, twenty-three projects have been completed, five projects granted extensions are pending completion, and four projects have been approved as multi-year efforts (the Water Task Force project, funded jointly by EMWD and WMWD, and one project each from the Cities of Corona, Riverside, and Temecula, which are combining Round I and Round II funding for the same project). Attachment 2 to this staff report includes a summary of each Round I project and identifies which projects are complete.

**BEYOND Round II Status:** Round II is operating three funding streams: 1) BEYOND Core, a central category of funding allocating \$2.05 million to WRCOG member agencies using a population-based formula; 2) BEYOND Team, a competitive fund for collaborative projects between multiple member agencies; and 3) BEYOND Health, a competitive fund for public health-promoting projects. Through these three funding streams, Round II is funding 51 projects. To date, five projects have been completed, including the Party Partners project from the City of Norco, which utilized BEYOND Health funding. A summary of each Round II project, noting which projects are complete, is provided as Attachment 3.

### **BEYOND Framework Fund Program**

**BEYOND Project Spotlight: Well One Clinic:** With funding from BEYOND Core and Health, the City of Perris, in partnership with Loma Linda University Dental School, Lake Perris SDA Church, and Well One Health, is organizing bi-monthly dental clinics to serve the community from February 2018 through December 2018. This program addresses some of the core dental needs of the underserved Perris community members who lack access to services such as dental extractions, fillings, x-rays and other procedures. According to a 2015 study conducted by Well One Health, a prominent nonprofit organization that provides quality care to families in the Perris community, 59% of Perris residents ranked access to healthcare as their primary community health concern and 66.7% desired free dental services. BEYOND funding enabled the City of Perris to collaborate and support Well One Health and other partner organizations to bring this valuable service to the community.

The Well One BEYOND project implemented strategic best practices as the City of Perris partnered with known and trusted community organizations to create a program that is largely volunteer-run and staffed with qualified professionals like licensed dentists and dental hygienists, ensuring the best care for the community, while stretching program funding as far as possible. While Perris residents are granted priority for appointments, walk-ins from all areas were welcome and services are free of charge for attendees.

### **BEYOND Program Logistics**

As of this writing, \$2.6M of the Program's \$4M budget has yet to be requested for reimbursement. Round II projects are scheduled for completion by November 15, 2018, with final invoices and progress reports due the following month.

### **Prior Action:**

**August 16, 2018:** The Technical Advisory Committee received and filed.

### **Fiscal Impact:**

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

### **Attachments:**

1. Grant Writing Assistance Provided Summary.
2. BEYOND Round I – Project Summaries.
3. BEYOND Round II – Project Summaries.

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# Item 5.H

Local Assistance for WRCOG  
Member Agencies: Grant Writing  
Assistance & BEYOND Program  
Activities Updates

## Attachment 1

Grant Writing Assistance Provided  
Summary

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| Assistance Summary - PROVIDED |                                                                                                                                                      |                                                                              |                       |                      |                    |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|-----------------------|----------------------|--------------------|
| Jurisdiction                  | Description                                                                                                                                          | Grant Program Applying for:                                                  | Anticipate<br>d Award | Funding<br>Requested | Funding<br>Awarded |
| Lake Elsinore                 | City-wide Active Transportation Plan.                                                                                                                | Caltrans Sustainable Transportation Planning Grant - Sustainable Communities | Winter 2018           | \$200,000            | \$175,000          |
| All                           | Summary table provided to all WRCOG member agencies on bi-weekly basis.                                                                              |                                                                              |                       |                      |                    |
| Banning                       | City is applying to attain funding for expansion of the City's CNG facility.                                                                         | MSRC Natural Gas Infrastructure Grant                                        | Winter 2018           | \$225,000            | \$225,000          |
| WRCOG                         | Develop localized guidelines, thresholds, and mitigation measures related to SB 743 for jurisdictions of Western Riverside County.                   | SCAG Sustainable Planning Grant                                              | Spring 2017           | \$200,000            | \$200,000          |
| WRCOG                         | WRCOG and SBCTA submitted a joint application for climate adaptation funding from Caltrans for development of a regional Climate Adaptation Toolkit. | Caltrans Sustainable Transportation Planning Grant - Adaptation Planning     | Winter 2018           | \$683,431            | \$683,431          |
| WRCOG                         | Regional effort to research and evaluate emerging technologies that could change the way cities develop and operate in the future.                   | Caltrans Sustainable Transportation Planning Grant - Sustainable Communities | Winter 2018           | \$500,000            | TBA                |
| WRCOG                         | WRCOG submitted an application to update their Climate Action Plan.                                                                                  | Caltrans Sustainable Transportation Planning Grant - Sustainable Communities | Winter 2018           | \$344,900            | \$344,900          |
| County                        | SR-74/Winchester Land Use/Transportation Study                                                                                                       | Caltrans Sustainable Transportation Planning Grant - Sustainable Communities | Winter 2018           | \$133,000            | \$133,000          |
| Hemet                         | City is interested in attaining funding to enhance City's Mobility Hub and future TOD opportunities, and active transportation enhancements.         | Urban Greening Grant and Active Transportation Program Cycle IV              | Spring/Summer 2018    | TBD                  |                    |
| Eastvale                      | City is submitting an application to attain funding for an Active Transportation project.                                                            | Active Transportation Program - Cycle IV                                     | Summer 2018           | TBD                  |                    |
| Jurupa Valley                 | City is planning to submit applications to attain funding for three Safe Routes to School projects.                                                  | Active Transportation Program - Cycle IV                                     | Summer 2018           | TBD                  |                    |
| Temecula                      | City is submitting an application to attain funding for an Active Transportation project.                                                            | Active Transportation Program - Cycle IV                                     | Summer 2018           | TBD                  |                    |
| Wildomar                      | City is submitting an application to attain funding for an Active Transportation project.                                                            | Active Transportation Program - Cycle IV                                     | Summer 2018           | TBD                  |                    |

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# Item 5.H

Local Assistance for WRCOG  
Member Agencies: Grant Writing  
Assistance & BEYOND Program  
Activities Updates

## Attachment 2

BEYOND Round I – Project  
Summaries

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## Round I Project Summaries

| City / Agency         | Project Name                                        | Framework Goal(s) Supported         | Project Description                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------|-----------------------------------------------------|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Banning       | Park Facilities Improvements                        | Health                              | The City of Banning is expanding and updating facilities at Lions Park. Round I funding supported initial planning for the park improvements. Status: Completed.                                                                                                                                                                                   |
| City of Calimesa      | Clean Energy Vehicles for Calimesa                  | Energy & Environment                | The City of Calimesa utilized BEYOND funding as a match with AQMD AB 2766 funds to replace two vehicles in the City's hybrid/electric fleet. Status: Completed.                                                                                                                                                                                    |
| City of Canyon Lake   | Canyon Lake Water Monitoring & Economic Development | Water                               | The City of Canyon Lake dedicated BEYOND funds to facilitate more frequent water testing of the Lake as necessitated by increases of run-off from El Nino storms, in addition to spurring economic development by posting monument signs, performing website maintenance, and completing land analysis for future development. Status: Completed.  |
| City of Corona        | Corona Innovation Center                            | Economic Dev., Energy & Environment | The City of Corona is utilizing BEYOND funds to support improvements to a previously underutilized facility for use as a business development center. Status: Multi-year project.                                                                                                                                                                  |
| City of Eastvale      | SRTS: Radar Display Signs                           | Health, Transportation              | The City of Eastvale utilized BEYOND funds to support its Safe Routes to School campaign through the purchase and installation of 12 radar speed display signs. Status: Completed.                                                                                                                                                                 |
| City of Hemet         | Downtown Specific Plan                              | Economic Dev.                       | The City of Hemet applied BEYOND funds, in conjunction with a SCAG planning grant, to support development of the City's updated Specific Plan and related documents. Status: Completed.                                                                                                                                                            |
| City of Jurupa Valley | Farmer's Market                                     | Health, Energy & Environment        | The City of Jurupa Valley's Farmers' Market BEYOND project utilized funds to make requisite updates to the City's zoning code to allow for a Farmers' Market and will also support the establishment of the Farmer's Market. Status: Completed                                                                                                   |
|                       | Healthy Jurupa Valley Support                       | Health                              | The City of Jurupa Valley's Healthy Jurupa Valley BEYOND project funds supported the initiative's five action teams which work to promote and implement healthy living initiatives in the city. Status: Completed.                                                                                                                               |
|                       | Pedestrian and Bicycle Mobility Improvements        | Health, Transportation              | The City of Jurupa Valley's Pedestrian and Bicycle Mobility Improvements BEYOND project dedicated funds to identify city arterials appropriate for walking and biking corridors. Funds will then be used to install appropriate signage and perform necessary walkway upgrades. Status: Completed.                                               |
|                       | Chamber of Commerce Partnership                     | Economic Dev.                       | The City of Jurupa Valley's Chamber of Commerce BEYOND project supported an initiative to build a partnership with the Chamber of Commerce and to develop educational programs that will promote the City's economic vitality. Status: Completed.                                                                                                |

## Round I Project Summaries

| City / Agency         | Project Name                                        | Goal Area(s) Supported                        | Project Description                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------------------|-----------------------------------------------------|-----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Lake Elsinore | Rosetta Canyon Park - Artificial Turf               | Economic Dev., Health, Water                  | The City of Lake Elsinore devoted BEYOND funds to finance a portion of the City's artificial turf installation at Rosetta Canyon Community Park which will include five softball/baseball fields, and one soccer/football field. Status: Completed.                                                                                                                                 |
| City of Menifee       | Citywide Branding Effort - An Economic Driver       | Economic Dev.                                 | The City of Menifee dedicated BEYOND funds to support a two-stage economic development project beginning with a comprehensive evaluation of the City's economic environment, Stakeholder attitudes and perceptions, to inform the second stage development of a citywide branding effort. Status: Completed.                                                                        |
| City of Moreno Valley | Community Enhancement Program                       | Economic Dev. Water, Health, Transportation   | The City of Moreno Valley divided funds between 12 initiatives including a water station installation, materials and supplies support for three Safe Routes to School events, the replacement of 38 computers at the employment resource center, and bike rack installations. Status: Completed.                                                                                    |
| City of Murrieta      | Murrieta Energy Efficiency Project                  | Energy & Environment                          | The City of Murrieta utilized BEYOND funds to finance energy improvement projects identified utilizing an energy audit under the direction of the Energy Network and the Western Riverside Energy Partnership (WREP). Status: Completed                                                                                                                                             |
| City of Norco         | Two-Pronged Economic Development Marketing Strategy | Economic Dev.                                 | The City of Norco utilized BEYOND funds to support a two-pronged branding effort highlighting Norco as a dynamic business, and friendly environment; and hospitable destination of choice focusing on equine and related attractions. Status: Completed                                                                                                                             |
| City of Perris        | Gateway Enhancement Signage Program                 | Economic Dev.                                 | The City of Perris dedicated a portion of the City's BEYOND allocation to support the Gateway Enhancement Signage program--an effort to overcome perception challenges faced by the city and to optimize economic opportunities by installing a series of entry, way finding, and branding signs throughout the City's gateway streets and places of interest. Status: Completed  |
|                       | Green City Farm Program                             | Health                                        | The City of Perris dedicated a portion of its BEYOND allocation to fund the Green City Farm project which will develop a Community Garden Demonstration Center exhibiting best practices in water-wise gardening, and healthy living opportunities. Status: Completed                                                                                                             |
| City of Riverside     | Marketplace SPOT + TOD                              | Transportation , Health, Energy & Environment | The City of Riverside is using BEYOND monies to fund a SPOT+TOD project which is a community-based development plan and policy framework that will plan for a pedestrian bridge from Metrolink to downtown and development of the Metrolink area as a node of activity. Status: Multi-year project.                                                                               |

## Round I Project Summaries

| City / Agency       | Project Name                                                         | Goal Area(s) Supported                         | Project Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|---------------------|----------------------------------------------------------------------|------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of San Jacinto | Healthy San Jacinto                                                  | Health                                         | The City of San Jacinto is leveraged BEYOND funding to meet a portion of its required match for its Strategic Growth Council Sustainable Communities Grant, which is funding the development of a comprehensive downtown specific plan. BEYOND funds is specifically dedicated to the development of a Healthy San Jacinto Coalition which will mobilize community efforts around creating a healthy and sustainable community. Status: Pending.  |
| City of Temecula    | Global Citizens Special needs Vocation Training (Teen Job Readiness) | Economic Dev., Energy & Environment, Education | The City of Temecula dedicated a portion of its BEYOND allocation to support the Global Citizens Teens with Special Needs program which provides jobs readiness training for adults with special needs. This project includes a comprehensive curriculum training participants for jobs in the viticulture and hospitality industries. Status: Completed.                                                                                         |
|                     | Emergency Management - Video Vignette                                | Health                                         | The City of Temecula dedicated a portion of its BEYOND allocation to support the production of a video vignette which will educate the public about best practices for local emergency preparedness efforts before, during, and after a catastrophic event. Status: Completed.                                                                                                                                                                    |
|                     | TVE2 Stem and Youth Enrichment                                       | Energy & Environment, Health, Water, Education | The City of Temecula dedicated a portion of its BEYOND allocation to support the TVE2 Stem and Youth Enrichment Program. BEYOND funds are being used to purchase 25 computer stations for the Junior Women's STEM Program , Future Physician Leaders , and Youth Legal Program. Status: Completed.                                                                                                                                                |
|                     | Grow Temecula Valley                                                 | Economic Dev. Health, Energy & Environment     | The City of Temecula dedicated a portion of its BEYOND allocation to support the Grow Temecula Valley project's effort to promote buying local food and to highlight the region for tourists. Status: Completed.                                                                                                                                                                                                                                 |
|                     | Sixth Street Sidewalk Improvements                                   | Transportation Health                          | The City of Temecula dedicated a portion of its BEYOND allocation to support the Sixth Street Sidewalk Improvements project to regrade the sidewalks and install rolled curbs, promoting mobility for all abilities. Status: Multi-year project.                                                                                                                                                                                                |
| City of Wildomar    | Website Improvements Project                                         | Economic Dev.                                  | The City of Wildomar is making improvements to the City website and updating its server to enhance the user interface for business owners and developers utilizing online permitting capabilities and optimized website capabilities. Status: Pending.                                                                                                                                                                                          |
| RCOE                | RCOE Foundation Scholars Program                                     | Education                                      | With BEYOND funds, the RCOE Foundation awarded scholarships to "opportunity youth"/ at-risk students enrolled in RCOE programs such as Alternative Education, Court and Community Schools, County Foster Youth programs, and Riverside County Education Academy students. Student scholarships are anticipated to range between \$2,500 and \$5,000 per student. Status: Completed.                                                             |

## Round I Project Summaries

| City / Agency                           | Project Name                                                | Goal Area(s) Supported        | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------------------------------|-------------------------------------------------------------|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Riverside County</b>                 | District Level Projects                                     | -                             | The County is splitting Round I and II funding between Districts 1, 2, 3, and 5 for a total of \$72,164.08 each. These projects will be approved on a rolling basis and will be on the Round II project schedule. Status: Pending.                                                                                                                                                    |
|                                         | Public Health: Healthy Development Checklist                | Health                        | The County allotted \$25,000 of its allocation to the Department of Public Health to support development of a “Healthy Development Checklist” that will serve as a tool for planners to make recommendations to improve County of Riverside’s residents’ health through community design. Status: Completed.                                                                          |
| <b>Eastern Municipal Water District</b> | Diamond Valley Lake & Skinner Lake Trails                   | Water, Transportation, Health | Eastern Municipal Water District is engaging WRCOG’s Active Transportation Plan (ATP) consultant team to develop up to five project description sheets and photo simulations for Diamond Valley Lake & Lake Skinner trails or related active transportation facilities which will describe proposed active transportation routes, route segments, or intersections. Status: pending.  |
| <b>Western Municipal Water District</b> | Customer Handbook: Using Water Efficiently in the Landscape | Water                         | WMWD dedicated funds to support the creation of a water wise Landscaping web-based handbook with engaging written content, photos, links, and embedded videos. WMWD anticipates water savings of 7,240 acre feet and greater per year. Status: Completed                                                                                                                              |
| <b>Morongo Band of Mission Indians</b>  | Dial-A-Ride Expansion                                       | Transportation                | The Morongo Band of Mission Indians is utilizing BEYOND funding to purchase an additional vehicle and fund a new full-time employee to operate an expanded Dial-A-Ride route to support transportation to jobs, medical services, education centers and other needs. Status: Pending.                                                                                                |
| <b>EMWD / WMWD</b>                      | Water Task Force                                            | Water                         | Eastern Municipal Water District and Western Municipal Water District have each dedicated a portion of their BEYOND allocation to fund the ongoing operation of the Water Task Force which may help to cover administrative costs, guest speaker expenses, marketing and meeting expenses. Multi-year project.                                                                      |

# Item 5.H

Local Assistance for WRCOG  
Member Agencies: Grant Writing  
Assistance & BEYOND Program  
Activities Updates

## Attachment 3

BEYOND Round II – Project  
Summaries

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## Round II Project Summaries

| Jurisdiction       | Project Name                                      | Framework Goal(s)      | Project Summary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|--------------------|---------------------------------------------------|------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Banning</b>     | Lions Park Expansion                              | Health                 | The City of Banning is allocating BEYOND Round II Core funding and additional funding from BEYOND Health toward design and park improvements for Lions Park. The park is currently 9.12 acres consisting of 3 baseball fields, snack bar, and a playground. The City is working to expand the park to include an additional 7.46 acres, to be used for two multi-purpose fields. Round I funding was applied to a portion of the cost of the requisite CEQA analysis for the park. Additional funding is anticipated to come from the County EDA and the City's Park fund. Status: In Progress. |
| <b>Calimesa</b>    | Creekside Park Fitness Facilities                 | Health                 | The City of Calimesa is allocating BEYOND Core and Health funding toward transforming Creekside Park into a Fitness Park by installing park grade fitness equipment stations. The installation will require relocation of existing fencing material to expand the park area; installation of rubberized safety surface around each fitness station; replacing existing benches, trash cans, and picnic tables to accommodate and encourage increased park usage. Status: In Progress.                                                                                                           |
| <b>Canyon Lake</b> | Railroad Canyon Road Mobility Improvement Project | Transportation, Health | The City of Canyon Lake is allocating a portion of BEYOND funding toward the installation of pole-mounted radar speed signs. The project is in response to high auto speeds along Railroad Canyon Road, which connects to Lake Elsinore (west) and Menifee (east) where speed limits are both higher than Canyon Lake. Status: In Progress.                                                                                                                                                                                                                                                     |
|                    | Goetz Road Monument Project                       | Economic Development   | The City of Canyon Lake is allocation BEYOND funding to branding and establishing its identity as a municipality amongst its neighboring cities. The City is utilizing a portion of BEYOND funds for a city monument at the entry point along Goetz Road, adjacent to Menifee's Audie Murphy Ranch residential development project. Status: In Progress.                                                                                                                                                                                                                                        |
|                    | City Website                                      | Economic Development   | The City of Canyon Lake is allocating a portion of BEYOND funding to perform the annual website update to ensure the site continues to help inform, promote, and describe the City to website visitors. Status: In Progress.                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Corona</b>      | Corona Innovation Center                          | Economic Development   | The City of Corona is allocating BEYOND funding to continue work on the BEYOND RI funded Corona Innovation Center. RII funds will support physical upgrades and ADA renovations to the economic development resource center. Status: In Progress.                                                                                                                                                                                                                                                                                                                                               |
|                    | Corona Health Element                             | Health                 | The City of Corona is allocating BEYOND Core funding to add a Healthy Communities Component to their General Plan document. As part of the update, the city will be evaluating existing health conditions, constraints to improving health outcomes, and identifying opportunities to improve the overall health of the community. Status: In Progress.                                                                                                                                                                                                                                         |

## Round II Project Summaries

| Jurisdiction         | Project Name                 | Framework Goal(s)              | Project Summary                                                                                                                                                                                                                                                                                                                                                                                                |
|----------------------|------------------------------|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Eastvale</b>      | Bus Shelters & Appurtenances | Transportation                 | The City of Eastvale is allocation BEYOND Core funding toward the installation of overhead bus shelters, benches, and/or a trash container at its more than 30 bus stops along Route 2 and Route 29. Status: In Progress.                                                                                                                                                                                      |
| <b>Hemet</b>         | Pending                      | Pending                        | Pending                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Jurupa Valley</b> | JV Chamber of Commerce       | Economic Development           | The City of Jurupa Valley is utilizing a portion of its BEYOND Core Round II funding to continue developing its partnership with the Jurupa Valley Chamber, focusing on business retention and small business development. Status: In Progress.                                                                                                                                                                |
|                      | Farmers Market               | Energy and Environment, Health | The City of Jurupa Valley is utilizing a portion of its BEYOND Core funding to support the continued operation and enhancement of the JV Farmers Market through market expansion and establishment of an ongoing marketing campaign. Status: In Progress.                                                                                                                                                      |
|                      | Marketing/Branding Program   | Economic Development           | The City of Jurupa Valley is utilizing a portion of its BEYOND Core funding to initiate a city-wide branding program to include development of a City brochure and other informational marketing. Status: In Progress.                                                                                                                                                                                         |
|                      | Radar Display Signs          | Transportation, Health         | The City of Jurupa Valley is utilizing a portion of its BEYOND Core funding to install up to 6 solar powered radar speed signs to enhance safety awareness of motorists when approaching school zones. Status: In Progress.                                                                                                                                                                                    |
|                      | Rubidoux Walking Corridor    | Transportation, Health         | The City of Jurupa Valley is utilizing a portion of its BEYOND Core Round II funding and additional funding through BEYOND Health, for enhancements to the Rubidoux Walking Corridor, established through BEYOND RI funds. Funding will go toward construction of informational kiosks at each end of the corridor, enhancement of the Edible Path to School, and installation of murals. Status: In Progress. |
| <b>Lake Elsinore</b> | Healthy LE Program           | Health                         | The City of Lake Elsinore is allocating a portion of its BEYOND Core funding to support the Healthy LE Program. A majority of funding will be directed to hiring a part-time Graduate Student intern to support program activities. Additional funds will go toward project materials and event programming. Status: In Progress.                                                                              |
|                      | Fit-Trails Equipment         | Health                         | The City of Lake Elsinore is allocating a portion of its BEYOND Core, plus additional BEYOND Health funding, to install fitness equipment stations at four parks throughout the city. The four parks were selected based on current activity and utilization levels, varied user types, disbursement of locations throughout the city, and existing walking path infrastructure. Status: In Progress.          |

## Round II Project Summaries

| Jurisdiction  | Project Name                                   | Framework Goal(s)                            | Project Summary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------------|------------------------------------------------|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Menifee       | Communicating Menifee's Brand!                 | Economic Development                         | The City of Menifee is allocating a portion of its BEYOND Core Round II funding to build off of the RI Re-branding project to develop a marketing communication plan to include creating an independent economic development website and developing marketing materials. Status: In Progress.                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|               | Menifee Homeless Taskforce                     | Economic Development, Health                 | The City of Menifee is allocating a portion of its BEYOND Core funding to the Southwest Homeless Alliance Coalition, specifically for creating and printing marketing materials associated with the Coalition. Status: In Progress.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Moreno Valley | Community Enhancement Program II               | Health, Energy & Environment, Transportation | The City of Moreno Valley is utilizing BEYOND Core and Health funding for a multi-faceted project to promote active transportation, community engagement, and enhanced quality of life through ten tasks: (1) Community Cleanup Event, (2) Cyclocross Race, (3) Ride MoVal Community Bicycle Race, (4) 5K walk / Pet Adoption Fair Events, (5) Healthy Moreno Valley student campaign, (6) Juan Batista de Anza Trail raised crossing / SB821 Bicycle and Pedestrian Facilities from Bay Avenue to Cottonwood Street, (7) Mini-Round About Demonstration, (8) existing conditions Health Impact Assessment, (9) Community Health Element to General Plan, and (10) Exercise Equipment along Juan Bautista De Anza Trail. Status: In Progress. |
| Murrieta      | Economic Development Site Selector Website     | Economic Development                         | The City of Murrieta is utilizing a portion of BEYOND Core funds to develop a website in coordination with the Chamber of Commerce to provide comprehensive information to help new, expanding, and relocating businesses find the optimal location for success with the City of Murrieta. The website will utilize GIS software, real estate, demographic, workforce, and industry data to create this tool. Status: In Progress.                                                                                                                                                                                                                                                                                                            |
|               | HVAC Replacement at Murrieta Innovation Center | Energy and Environment                       | The City of Murrieta is utilizing a portion of BEYOND Core funds to replace 11 aging HVAC units and install new Title 24 compliant units. Round I funding had been programmed for this, but was reprogrammed for upgrades to the Police and Fire Department HVAC units. Status: Completed ✓                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Norco         | Ensuring Safety Through Feedback Signs         | Education, Health, Transportation            | The City of Norco is utilizing BEYOND Core funding to purchase, install, and program 12-15 permanent speed feedback signs. Status: Completed ✓                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|               | Party Pardners                                 | Health                                       | The City of Norco is utilizing BEYOND Health funds to support the Party Pardners Program which provides activities for developmentally disabled adults eighteen and over, including dancing, wii games, arts and crafts, and social events. Status: Completed ✓                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

## Round II Project Summaries

| Jurisdiction | Project Name                                            | Framework Goal(s)                       | Project Summary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--------------|---------------------------------------------------------|-----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Perris       | Well One                                                | Health                                  | With funding from BEYOND Core and Health, the City of Perris, in partnership with Loma Linda University Dental School, and Lake Perris SDA Church, are organizing a bi-monthly dental clinic to serve the community to be integrated into an existing community medical and mental health clinic. Perris residents are granted first priority for appointments, but walk-ins from all areas are welcome. Funds will buy equipment and supplies. The clinic will be largely staff by volunteers, including volunteer dental students and professors. Status: Completed  |
|              | Perris green City Farm/Healthy Community50              | Health, Education, Energy & Environment | Perris was one of 50 awardees for the national HealthyCommunity50 Challenge, to compete to develop practical, evidence-based strategies to improve measurable health outcomes and promote health and wellness, equity and social interaction. Perris' strategy focuses on healthy food access and is seeking funding to expand its network of community gardens. Funds will focus on developing a goal of 31 gardens. Status: In Progress.                                                                                                                                                                                                                |
| Riverside    | The Marketplace TOD & Mobility Hub Specific Plan Update | Economic Development, Transportation    | The City of Riverside is combining its Round I and Round II funding allocation for development of a Marketplace TOD & Mobility Hub Specific Plan in the area around the Downtown Metrolink Station. With BEYOND funds, the City will prepare a two phased plan to (1) develop a baseline infrastructure opportunities and constraints plan, and (2) create an implementable Mobility Hub Specific Plan. The City seeks to collaborate with RTA to plan for the area. Status: In Progress.                                                                                                                                                                 |
|              | Green Action Plan                                       | Energy and Environment, Health          | The City of Riverside is using BEYOND Health funding to further the City's Green Action Plan, which is a tool to strengthen the integration between healthy communities and resource conservation goals. With BEYOND funding, the City plans to strengthen cross-sectoral collaborations and integrate the plan with the Sustainability Tools for Assessing and Rating Communities (STAR) system. Status: In Progress.                                                                                                                                                                                                                                    |
| San Jacinto  | San Jacinto General Plan Update 2040                    | Economic Development                    | The City of San Jacinto is using BEYOND funds to offset City costs for the update of the City's General Plan. Included are updates to the City's existing 7 elements and will add elements for Economic Development, Air Quality, and Environmental Justice. Status: In Progress.                                                                                                                                                                                                                                                                                                                                                                         |
| Temecula     | Temecula Youth Project Construct                        | Economic Development, Education         | The City of Temecula is utilizing a portion of its BEYOND Core funding to create the Temecula Youth Construct project which aims to bridge the gap between educational attainment and vocational skills and offer an avenue, for students who do not attend college, to gain skills that will allow them to be successful within the community. Status: In Progress.                                                                                                                                                                                                                                                                                      |

## Round II Project Summaries

| Jurisdiction     | Project Name                                     | Framework Goal(s)                            | Project Summary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|------------------|--------------------------------------------------|----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                  | Emergency Management System                      | Health                                       | The City of Temecula is utilizing a portion of its BEYOND Core funding to host a one-day regional Emergency Management Summit, for the purpose of convening regional first responders, emergency managers, elected officials, businesses, and the general public to discuss emergency preparedness for the region. Status: In Progress.                                                                                                                                                                                                                                                                                                    |
|                  | Intergenerational Horticulture Program           | Education, Economic Development              | The City of Temecula is utilizing a portion of its BEYOND Core funding to support the public-private partnership between the City and Our Nicholas Foundation which offers specialized vocational skill training for teens, adults, and seniors with special needs. Modeled after the RI BEYOND Funded Global Citizens Special Needs project, the Horticulture Program would be designed to teach basic skills that encompass cultivation of plants, vegetable gardening, landscaping, irrigation, and basic business practices for all ages with special needs from several communities in Western Riverside County. Status: In Progress. |
|                  | Bicycle Sharrows                                 | Transportation, Health, Energy & Environment | The City of Temecula is utilizing a portion of its BEYOND Core funding to install 70 sharrows (or shared lane markings) divided between five areas surrounding schools in Temecula providing critical connections between local neighborhoods and schools as identified by the Trails and Bikeways Master Plan. Status: In Progress.                                                                                                                                                                                                                                                                                                       |
|                  | Industry Sector Promotions/Site Visits & Surveys | Economic Development                         | The City of Temecula is utilizing a portion of its BEYOND Core funding to create marketing pieces/strategies specific to industry sectors that are growing in Temecula: craft brewing, high tech, advanced manufacturing, and specialty retail. Additionally, the City's Economic Development team will conduct in-depth site visits with existing businesses to better understand their operations and needs. Status: In Progress.                                                                                                                                                                                                        |
|                  | Government Leadership Program for Youth (GLPY)   | Education                                    | The City of Temecula is utilizing a portion of its BEYOND Core funding to purchase equipment that will support the City's Government Leadership Program for Youth which facilitates interaction and communication between school districts, high school students and City staff in order to foster engagement. Status: In Progress.                                                                                                                                                                                                                                                                                                        |
|                  | Sixth Street Sidewalk Improvements               | Transportation, Health                       | The City of Temecula is utilizing a portion of its BEYOND Core funding to design and construct sidewalk improvements on the north side of Sixth Street, between Mercedes Street and the entrance to the Mary Philips Senior Center. Status: In Progress.                                                                                                                                                                                                                                                                                                                                                                                   |
| City of Wildomar | Signage Enhancement Program                      | Economic Development                         | The City of Wildomar will use a portion of its BEYOND Core funding to place new signage along roadways to be visible at city entry points and from freeways. Status: In Progress.                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                  | Website Enhancement Part 2                       | Economic Development                         | The City of Wildomar will enhance the City website, funded through BEYOND Round I, by purchasing a business registration module. Status: In Progress.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

## Round II Project Summaries

| Jurisdiction                                               | Project Name                                                  | Framework Goal(s)                                                    | Project Summary                                                                                                                                                                                                                                                                                                                                               |
|------------------------------------------------------------|---------------------------------------------------------------|----------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>County of Riverside<br/>Round I &amp; II</b>            | District 1 Homeless Intervention and Mitigation Program       | Health, Economy                                                      | District One will enter into a partnership with Path of Life to administer a homeless intervention program, providing support services that fill traditional funding gaps in rehousing individuals, including rental deposits, utility payments, and household supplies. Status: In Progress.                                                                 |
|                                                            | District 2 Homelessness Prevention and Mitigation             | Health, Economy                                                      | The Second District has allocated it's BEYOND funding toward Homeless supportive services. Status: In Progress.                                                                                                                                                                                                                                               |
|                                                            | District 3 Staff Support                                      | Education, Economic Development                                      | The Third District has allocated \$20,000 of BEYOND to the Regional Cancer Services Task Force and the remaining balance toward the staffing costs of hiring the District's Round II WRCOG Public Service Fellow as a full-time staff.                                                                                                                        |
|                                                            | District 5 TBD                                                |                                                                      | The County of Riverside will be dividing Round I and Round II BEYOND allocations, less a total of \$50,000 which has been directed to Public Health, to projects at the supervisorial district level. Each is allocated \$72,164.08.                                                                                                                          |
| <b>Riverside University Health Systems - Public Health</b> | Healthy Community Strategies                                  | Economic Development, Health                                         | RUHS-PH is using \$25,000 from the Round II County BEYOND Core allocation to expand upon and support implementation of the Bi-County Healthy Development Checklist. The County will use additional funding through the BEYOND Health set aside to support the annual Healthy Living Extravaganza. Status: In Progress.                                        |
| <b>Eastern MWD</b>                                         | EMWD Sustainability Center Feasibility Study                  | Water, Energy & Environment, Health, Economic Development, Education | EMWD is utilizing BEYOND Core funding to perform a feasibility analysis of siting a Sustainability Center near its Perris office campus. Status: In Progress.                                                                                                                                                                                                 |
| <b>Western MWD</b>                                         | Water Use Efficiency Master Plan & Conservation Outreach Plan |                                                                      | WMWD is utilizing BEYOND funds to update the Water Use Efficiency Master Plan (Plan) that will guide new customer programs and outreach over the next five years. Status: In Progress.                                                                                                                                                                        |
| <b>Superintendent of Schools</b>                           | Meta THINK                                                    | Education                                                            | The Riverside County Office of Education is utilizing BEYOND funding to partner with Meta THINK and local school districts to address chronic absenteeism by working with parents, communities, and school administrators. The Program's aim is to improve student success as chronic absence is a strong indicator of poor performance. Status: In Progress. |

## Round II Project Summaries

| Jurisdiction                                                                           | Project Name                                                 | Framework Goal(s)                                                             | Project Summary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|----------------------------------------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Morongo Band of Mission Indians</b>                                                 | Morongo Dial-A-Ride Program                                  | Transportation                                                                | The Morongo Band of Mission Indians is utilizing BEYOND Round II funding to support continued operation of the Dial-A-Ride program which was initiated with BEYOND Round I funding. The Program provides access within and from the Reservation to such destinations as employment, educational centers, and health care facilities. Status: In Progress.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Multiple:</b> Cities of Lake Elsinore, Menifee, Murrieta, Temecula, and the County  | Regional Cancer Services Task Force<br><br>Status: Completed | Education, Economic Development                                               | Several jurisdictions applied funding from their BEYOND Core allocations or applied competitively through BEYOND Health, to support development of a Regional Cancer Services Task Force. The Task Force hired a facilitator and perform a study to identify trends and regional needs in the area of Cancer services. Results of the assessment are intended to be used in planning for and attracting in-demand services to the region both to support health outcomes and economic development. BEYOND funding comes from Core and Health allocations. Status: Completed                                                                                                                                                                                                                                                     |
| <b>BEYOND Team:</b> City of Perris, Eastern Municipal Water District                   | Healthy Community 50/Perris Green City Farm                  | Health, Energy & Environment                                                  | The City of Perris was one of 50 awardees for the national HealthyCommunity50 Challenge, competing to develop practical, evidence-based strategies to improve measurable health outcomes and promote health, wellness, equity, and social interaction. Perris' strategy focuses on healthy food access and is seeking funding to expand its network of community gardens. Team funds would support development of 10+ new gardens; the total goal is 31 gardens. Status: In Progress.                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>BEYOND Team:</b> Cities of Lake Elsinore, Menifee, Murrieta, Wildomar, and Temecula | Regional Homeless Alliance (Southwest Cities)                | Economic Development, Education, Health, Transportation, Energy & Environment | The goal of the Regional Homeless Alliance is to achieve functional zero homeless. BEYOND Team funds would support development of a more comprehensive regional program by building on the existing foundation with a focus on immediate needs: beds, outreach, housing options and coordination of services. Specific activities will include (1) development of a Community Asset Assessment and Roadmap to address future needs, (2) development of formal housing navigation process, and (3) development of a replicable, coordinated entry system through outreach, housing navigation and low barrier supportive services. Specific tasks include hiring a part-time homeless outreach coordinator and part-time housing navigator, management of five full-time units for rapid rehousing, and provision of emergency shelter for an average of three individuals/families per night. Status: In Progress. |
| <b>BEYOND Team:</b> Cities of Corona, Jurupa Valley and Lake Elsinore, and             | Western Riverside Homeless Alliance                          | Economic Development, Health, and Education                                   | Western Riverside Homeless Collaborative's (WRHC) main objective is to stabilize homeless people through the use of shelters, permanent housing, and assistance programs to reduce homelessness in the subregion. The WRHC aims to achieve this objective by adopting a comprehensive regional approach to programming, performing asset mapping, strategic capacity building, and coordinated placement and case management. Specific tasks to be completed include: (1) hiring Homeless Facilitators, (2) creating a subregional Leadership Committee, (3) performing Asset                                                                                                                                                                                                                                                                                                                                      |

## Round II Project Summaries

| Jurisdiction            | Project Name | Framework Goal(s) | Project Summary                                                                                                                                                                                                                                                         |
|-------------------------|--------------|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| the County of Riverside |              |                   | Mapping, (4) assembling a Law Enforcement Case Conferencing Team, (5) identifying faith-based and other access points for a Coordinated Entry System, (6) Responsible Compassion and love Your Neighbor Campaign, and (7) Performance Measurement. Status: In Progress. |



# 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](mailto:esasse@cacities.org), (951) 321-0771

**Date:** September 10, 2018

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*The purpose of this item is to provide an update of activities undertaken by the League of California Cities.*

**Requested Action:**

1. Receive and file.

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This item is reserved for a presentation from the League of California Cities Regional Public Affairs Manager for Riverside County.

**Prior Action:**

None.

**Fiscal Impact:**

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

**Attachment:**

None.

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# Western Riverside Council of Governments Executive Committee

## Staff Report

**Subject:** Regional Homelessness Services Update

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

**Date:** September 10, 2018

*The purpose of this item is to update the Committee on the two BEYOND Team-funded projects to address homelessness in Western Riverside County, revisit the Homelessness Statement of Principles, and share current research efforts that may be of interest.*

### **Requested Action:**

1. Receive and file.

### **BEYOND Team Homelessness Projects**

The BEYOND Framework Fund Program is designed to enable WRCOG member agencies to develop and implement plans and programs aimed at improving quality of life in Western Riverside County by addressing the goal areas outlined in WRCOG's Economic Development and Sustainability Framework: economic development, health, education, energy & environment, water, and transportation.

Round II of BEYOND includes a category of competitive funding aimed at fostering collaboration between member agencies, dubbed BEYOND Team. On June 5, 2017, the Executive Committee allocated \$79,000 each to two BEYOND Team projects focused on homelessness: the Regional Homeless Alliance, a joint effort of the Cities of Lake Elsinore, Menifee, Murrieta, Wildomar, and Temecula; and the Western Riverside Homeless Collaborative, comprised of the Cities of Corona, Jurupa Valley, and Riverside, and the County of Riverside. At the September 10, 2018, meeting of the Executive Committee, city and private agency representatives from both groups will present an update on their project progress and other related activities. Each BEYOND-funded project is summarized below.

#### **Regional Homeless Alliance**

It is the intention of the RHA to solve homelessness within Southwest Riverside County, and to ensure that the most at-risk and underserved populations within the region are connected to resources and services that will allow them to escape a life of homelessness.

- Evaluate and address the complex issues of homelessness from a regional perspective.
- Provide coordinated homeless outreach services utilizing public, private and non-profit sector resources.
- Increase housing opportunities to individuals, families and veterans experiencing homelessness while maintaining an effective homeless prevention program.

Below is a summary of the key milestones included in the BEYOND-funded project scope and the status of each.

| Milestone / Deliverable                                                                   | Status             | Comments                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1 Community Asset Assessment - Initial Community Meeting                                | Complete           |                                                                                                                                                                                                                                                                                                                                                                                                              |
| 1.2 Community Asset Assessment - Survey Community                                         | Complete           | Survey has been completed - Murrieta & Temecula partnered and Wildomar & Lake Elsinore partnered, Menifee Independent                                                                                                                                                                                                                                                                                        |
| 1.3 Community Asset Assessment - Survey Community                                         | Complete           | Survey has been completed - Murrieta & Temecula partnered and Wildomar & Lake Elsinore partnered, Menifee Independent                                                                                                                                                                                                                                                                                        |
| 2.1 Hire PT Outreach Coordinator - Post Position                                          | Complete           |                                                                                                                                                                                                                                                                                                                                                                                                              |
| 2.2 Hire PT Outreach Coordinator - Interview                                              | Complete           |                                                                                                                                                                                                                                                                                                                                                                                                              |
| 2.3 Hire PT Outreach Coordinator - Select Candidate                                       | Complete           | SWAG (Social Work Action Group) selected                                                                                                                                                                                                                                                                                                                                                                     |
| 2.4 Hire PT Outreach Coordinator - Employee Hired                                         | Complete           |                                                                                                                                                                                                                                                                                                                                                                                                              |
| 3.1 Hire Part Time Housing Navigator - Post Position                                      | Complete           | City Net selected                                                                                                                                                                                                                                                                                                                                                                                            |
| 3.2 Hire Part Time Housing Navigator - Interview                                          | Complete           |                                                                                                                                                                                                                                                                                                                                                                                                              |
| 3.3 Hire Part Time Housing Navigator - Select Candidate                                   | Complete           |                                                                                                                                                                                                                                                                                                                                                                                                              |
| 3.4 Hire Part Time Housing Navigator - Employee Hired                                     | Complete           |                                                                                                                                                                                                                                                                                                                                                                                                              |
| 3.5 Hire Part Time Housing Navigator - Housing Inventory Conducted                        | Complete / ongoing | Housing Navigator has created a Housing Inventory database and continues to add to it. Contains resource details including landlord and property manager names and contact details, market or below market status, requirements, etc. Over 65 contacts to date                                                                                                                                               |
| 3.6 Hire Part Time Housing Navigator - Develop a Housing Navigation Process               | ongoing            | Housing Navigator is currently developing, implementing and refining the region's housing navigation process. A process that could be continued post grant cycle, shared, and duplicated                                                                                                                                                                                                                     |
| 4.1 Emergency Housing Program - HN Contacts Hotels and Property Managers                  | ongoing            | Ongoing through project completion                                                                                                                                                                                                                                                                                                                                                                           |
| 4.1 Emergency Housing Program - Program begins                                            | ongoing            | Currently developing and implementing process and procedures where local transitional shelter and motel resources are used to address lack of emergency shelter in our region                                                                                                                                                                                                                                |
| 5.1 Rapid Rehousing Program - HN Contacts apartments and property managers to lease units | ongoing            | We have partnered with other agencies and leveraged resources to pay for the cost of rapid rehousing through existing affordable units, market rate units, transitional housing, and family reunification, we have been able to perform the intended Rapid Rehousing functions and continue to build our database of property managers, apartment communities, real estate agents and other housing contacts |

|                                              |         |                                                                                                              |
|----------------------------------------------|---------|--------------------------------------------------------------------------------------------------------------|
| 5.2 Rapid Rehousing Program - Program Begins | ongoing | 78 individuals - 28 adults and 50 children have secured and sustained appropriate and safe housing, to date. |
|----------------------------------------------|---------|--------------------------------------------------------------------------------------------------------------|

### Western Riverside Homeless Collaborative

The Western Riverside Homeless Coalition recognized a need to increase collaboration between neighboring cities and key partners. To accomplish this, the Cities of Corona, Jurupa Valley, and Riverside, the Path of Life Ministries, and the County of Riverside joined forces in this grant to expand limited resources (financial; housing; and highly-skilled, trained labor), increase regional collaboration, launch a toolkit, and develop the tools needed to reframe the narrative around homelessness in our region.

The coalition's efforts have focused extensively on outreach to the faith-based community, with the aim of expanding resources. Connections were made with 77 faith organizations and a Faith Summit drew 190 people. Fifty organizations agreed to increase their commitment to providing homeless solutions, with 17 commitments for direct financial support and 13 commitments to donate land for the potential development of housing units. If this land identified were to be fully built, the coalition could generate 325 new housing units. Additional commitments included bus passes, utility assistance, and highly-skilled services, such as medical, dental, and psychological care. To offset the challenges associated with limited housing stock, the coalition also developed a landlord incentive program, which will be piloted this fall.

The coalition has also developed a tool kit to share with other jurisdictions in the region. The tool kit includes 17 policy samples, a sample asset mapping survey, a landlord incentive program, sample metrics, outreach and communication tools, and four training modules that can be used to generate highly-skilled and trained volunteers (Helping Without Hurting, Homeless 101, Outreach, and Housing Navigation). At the recommendation of WRCOG staff, the Coalition is in dialogue with the County to see if it would be willing to host this site; if not, the City of Riverside has agreed to provide this service to the region.

The Coalition also developed and launched an asset mapping survey, which has generated 53 responses to date. Data from this survey will feed into the 2-1-1 phone system. While the Coalition's efforts have been fruitful, they have not come without challenges. Coordination of municipalities with drastically different resources, both human and financial, has required the group to make some course corrections. For example, the coalition found that joint case conferencing was not feasible for the cities that did not have dedicated personnel working on homeless solutions.

Below is a summary of the key milestones included in the BEYOND-funded project scope and the status of each.

| Milestone / Deliverable                                                | Status                                                                                                                                                                                                                   | Comments                                                                                                                         |
|------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| Develop and launch an asset mapping survey in each participating city. | Development Completed.<br><br>Launched in Riverside and Jurupa Valley.<br>Final tasks completed by October 2018.                                                                                                         | Corona launch expected after HOPE team transition.<br><br>Follow-up needed in September with 211 to ensure institutionalization. |
| Conduct extensive outreach efforts to faith community.                 | 77 contacts made (29% Corona, 26% JV, 45% Riverside).<br><br>66% committed to do more. 22% committed to donating funds. 17% committed to donate land or funds for housing.<br><br>Estimated Completion: October 1, 2018. | Data to be provided to each city for additional follow-up efforts.                                                               |

|                                                                |                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                     |
|----------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Pilot Landlord Incentive Program                               | Provides partners with a small stipend to pilot a \$500 incentive to landlords who lease to formerly homeless individuals and families.<br><br>Next steps are to develop marketing materials that can be used by all partners to recruit landlords.<br>Estimated Completion: October 15, 2018. | Parameters were set, but did not match WRCOG funding timelines. New approach developed.                                                                                                                                                                                                                                                             |
| Conduct partner meetings to increase communication             | Completed                                                                                                                                                                                                                                                                                      | 9 meetings have occurred, additional meetings will be held throughout close of grant, as needed.                                                                                                                                                                                                                                                    |
| Conduct joint case conferencing meetings                       | Approach adjusted                                                                                                                                                                                                                                                                              | Group determined that not all partners had the resources to participate in a joint case conferencing meeting. Instead it was determined that all agencies would be encouraged to participate in the County's efforts and that the City of Riverside's staff would proactively communicate results to other cities when they were not in attendance. |
| Develop a toolkit to be shared across Western Riverside County | Final training videos are in post-production.<br><br>Discussions with county to determine if we can host on their website, initial conversation was promising. If not, the City of Riverside will host and share.<br><br>Estimated Completion: October 30, 2018                                | Content developed. Staff decided not to house on WRCOG website.<br><br>17 Policy Samples.<br><br>4 Training Modules: Helping Without Hurting, Homeless 101, Outreach, and Housing Navigation. Asset Mapping Survey.<br><br>Outreach and Communication Materials.                                                                                    |
| Develop communication tools                                    | Completed                                                                                                                                                                                                                                                                                      | Will be released with the toolkit. Items include: resource card template, door hangers, sample constituent emails, etc.                                                                                                                                                                                                                             |
| Expand advocates                                               | Completed                                                                                                                                                                                                                                                                                      | Outreach efforts to the faith-based community has resulted in strong advocates.                                                                                                                                                                                                                                                                     |

### **Regional Homelessness Statement of Principles**

On March 6, 2017, the Executive Committee approved the Regional Homelessness Statement of Principles (Attachment 1). The Statement of Principles resulted from discussions held with a sub-group of Technical Advisory Committee members and member agency staff from the Cities of Hemet, Jurupa Valley, Lake Elsinore, Menifee, Murrieta, Riverside, and Temecula, and the County of Riverside, and are intended to serve as a collective identification of both the challenges associated with serving the homeless population in Riverside County and the strategies that can be employed to address these challenges. The major components of the Statement of Principles can be generally categorized as follows (listed in no particular order of importance):

1. Standardize ordinances for panhandling, shopping carts, camping and trespassing
2. Engage homeless and connect to resources using multi-disciplinary teams
3. Provide services that meet the needs of homeless
4. Advertise local resources
5. Participate in broad, community-focused educational marketing campaign

6. Participate in the Riverside County Homeless Point in Time Count
7. Utilize the Coordinated Entry System (CES)
8. Identify affordable housing opportunities
9. Seek permanent and diverse funding stream
10. Encourage responsible compassion when helping homeless

After adopting the Statement of Principles for the Agency, the goal was for each jurisdiction to adopt them so that regional discussions would occur with a general understanding / consensus on broad issues. To staff's knowledge, the Statement of Principles have been adopted only by the Cities of Jurupa Valley, Lake Elsinore, and Riverside. City and County Executive Committee members are therefore encouraged to take the Statement of Principles to their respective Councils and Boards for consideration and potential adoption.

### **Homelessness Research in Southern California**

While the homelessness crisis afflicts families and communities across the nation, southern California seems to be acutely impacted. Among the strategies to address the issue are research initiatives aimed at gaining a better understanding of the problem and effective solutions. One such effort is a study conducted in Orange County to measure the economic cost of homelessness to communities. The study found that community expenses associated with housing chronically homeless in permanent supportive housing were 40% lower (\$51,587) than the costs related to chronically homeless living on the streets and in emergency shelters (\$85,631), largely due to high health care service costs. Another key finding of the study: Orange County municipalities bear the greatest share – approximately 40 percent – of total service expenses. The full study is included as Attachment 2 to this report.

Another research-based homelessness initiative is the Homelessness Policy Research Institute (HPRI). HPRI is a collaborative effort housed in the USC Sol Price Center for Social Innovation, established with support from the Conrad N. Hilton Foundation and the United Way of Greater Los Angeles' Home for Good Funders Collaborative. HPRI is a county-wide effort that includes over 30 scholars and policymakers coming together to convene and collaborate on research to end homelessness in Los Angeles County. More information on HPRI and studies published to date are available on the program website:

<https://socialinnovation.usc.edu/special-initiatives/homelessness-policy-research-institute/>.

Attachment 3 to this report is a spotlight on HPRI taken from the USC Sol Price Center for Social Innovation 2017-2018 Annual Report.

### **Prior Action:**

January 8, 2018: The Executive Committee received and filed.

### **Fiscal Impact:**

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

### **Attachments:**

1. Regional Homelessness Statement of Principles.
2. Community Cost of Homelessness – Orange County Study.
3. USC Annual Report – Homelessness Policy Research Institute.

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# Item 6.B

## Regional Homelessness Services Update

# Attachment 1

## Regional Homelessness Statement of Principles

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# Riverside County Regional Homelessness Statement of Principles

## Introduction:

According to the 2016 homeless Point in time count, the County of Riverside has 1,351 unsheltered homeless individuals living on the streets and 814 living in shelters. The total homeless population of 2,165 reflects a 12% decrease from the 2015 point in time count of 2,470. The reduction is attributed to several factors, including an improving economy, lower unemployment rates and a renewed effort to permanently house homeless veterans and the chronically homeless.

The County of Riverside is not unlike many counties and cities across the nation struggling to address the issue of homelessness. While the number of homeless in the County has continued a gradual but steady decrease, the perception is that the issue has worsened. This perception is a result of the “visible” one-third of the homeless population that continue to decline services. Homelessness is not a crime, it knows no political affiliation and is not concerned with jurisdictional delineations. To better address this challenge, a regional approach is needed. Working collaboratively with the County of Riverside, and incorporating national and statewide best practices, a plan can be developed that ensures each city is doing its part to actively address homelessness.

## Regional Commitment:

Each city in Western Riverside County is committed to the following:

1. Standardize ordinances for panhandling, shopping carts, camping and trespassing
  - Makes it easier to enforce these laws consistently (throughout the region)
2. Engage the local homeless population and provide connections to local resources
  - Utilize multi-disciplinary teams that include service providers, faith-based/non-profit organizations law enforcement, code enforcement, etc. to address local homelessness issues as locally as possible
3. Provide services that meet the needs of the local homeless population to help balance the provision of services across the County
4. Advertise local resources for the local homeless population
  - Identify local available resources and submit information to the 211 Volunteer Center
  - Provide local resource guide handouts

*The Statement of Principles was created in partnership with regional stakeholders and the member agencies of the Western Riverside Council of Governments (WRCOG).  
Adopted by the WRCOG Executive Committee on March 6, 2017.*

5. Participate in a broad community-focused educational marketing campaign to highlight effective, responsible, and compassionate ways to help the local homeless population
  - Use consistent messaging and themes throughout the County
  - Advertise on digital boards and local media
6. Participate in the Riverside County Homeless Point in Time Count
  - Having an accurate count enables our community (and region) to be eligible for federal and state funding for homeless services. The count helps us to better understand the demographics and needs of those experiencing homelessness in our community, and helps to ensure a more equitable distribution of resources to meet the needs of the different populations.
7. Utilize the Coordinated Entry System (CES)
  - Coordinated entry ensures that all people experiencing a housing crisis have fair and equal access, are quickly identified, assessed for, referred, and connected to housing and assistance based on their strengths and needs
  - CES Assessments can be conducted by the following partners in your community: Outreach workers, law enforcement personnel, code enforcement personnel, library and park and recreation center staff, faith based organizations and non-profit organizations
    - CES Assessment Trainings will be provided by the County of Riverside University Health Systems Behavioral Health
8. Identify quality housing opportunities that are affordable in the local community
  - Identify housing opportunities
  - Identify funding resources
  - Incentivize the development of housing opportunities that are affordable and appropriate for the community (i.e., amend a development standard or a modification of the Zoning Code)
  - Partner with developers and property owners/landlords
9. Work towards the development and benefit of a permanent and diverse funding stream for homeless services and affordable housing uses throughout the region
10. Encourage faith-based and non-profit organizations to be responsible and compassionate when helping homeless individuals and families without harming them
  - Assist faith-based and non-profit organizations navigate homelessness in your community
  - Encourage faith-based and non-profit organizations to be part of a broad and coordinated regional effort to leverage resources and maximize impact, rather than engage in singular short-term solutions

*The Statement of Principles was created in partnership with regional stakeholders and the member agencies of the Western Riverside Council of Governments (WRCOG).  
Adopted by the WRCOG Executive Committee on March 6, 2017.*

# Item 6.B

## Regional Homelessness Services Update

# Attachment 2

## Community Cost of Homelessness – Orange County Study

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# HOMELESSNESS IN ORANGE COUNTY

## THE COSTS TO OUR COMMUNITY



## **Homelessness in Orange County: The Costs to Our Community**

### **Conducted by**

David A. Snow and Rachel E. Goldberg

### **With the assistance of**

Sara Villalta and Colin Bernatzky

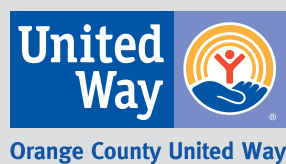
Department of Sociology

University of California, Irvine

### **In collaboration with**

Orange County United Way and Jamboree

June 2017



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# EXECUTIVE SUMMARY

## Purpose

The current wave of homelessness is a pressing problem sparing few communities across the United States. Since the issue came to the forefront in the early 1980s, estimates of the number of homeless have waxed and waned, but the crisis of American citizens experiencing homelessness continues to persist. Orange County and its 34 municipalities have not been spared this crisis. According to the 2015 Orange County Point in Time Count report, nearly 4,500 people experienced homelessness (2,200 of whom were unsheltered) on any given night, and 15,291 people were expected to be homeless over the course of the year. This equates to one in 200 Orange County residents experiencing at least one night of homelessness during 2015. In addition to the devastating and traumatizing physical and psychological costs of homelessness to those individuals and families who experience it, homelessness imposes considerable economic costs on the communities in which it exists. There have been a number of cost studies across other major localities in the U.S., and in California in particular, but no such cost study has been completed for Orange County.

**The purpose of this project has been to conduct a countywide cost study, with two primary objectives:**

- First, to estimate the economic expenditures on homelessness that have accrued to the county, its 34 municipalities, and its non-governmental service agencies, including hospitals and non-profits providing services to this population;
- Second, to assess the extent to which the costs of serving the homeless vary across the spectrum of those living on the streets and in shelters versus those living in alternative forms of housing.

## The Study

This is a collaborative study among Orange County United Way, Jamboree, and the University of California, Irvine, with the support of the Association of California Cities – Orange County (ACC-OC), 2-1-1 Orange County (211OC), and the Hospital Association of Southern California. In addition, an Advisory Committee representing a cross section of Orange County experts and practitioners from various institutions and organizations served to guide our design and process. The study was also conducted to leverage the work of the United Way's FACE 2024 strategic plan, the county's 10 Year Plan to End Homelessness, and the county's new Office of Care Coordination.

The study is based on data collected from five main sources: the County of Orange, the municipalities within the county, Orange County hospitals (via the Hospital Association of Southern California and Cal Optima), a sample of non-governmental agencies addressing homelessness and individuals experiencing homelessness themselves. The data was gathered through questionnaires sent to municipalities, hospitals and service agencies as well as structured, in-person survey interviews conducted with a sample of 252 homeless individuals throughout the county. Given the breadth and volume of data assembled, this is clearly one of the most

comprehensive studies of the public costs of homelessness in the United States.

## Key Findings

### Demographic and Biographic Characteristics of the Homeless Population

Results from our sample of homeless individuals indicate that Orange County's homeless population is defined largely by the following characteristics:

- They are mainly long-term OC residents, with 68% of the 252 homeless surveyed having lived in the county for 10 years or longer
- They are predominately US-born individuals (90%)
- A significant share are middle-aged (52% are age 50 or older), non-Hispanic White (47%), male (57%) and live alone (67%)

---

**Key Finding:** *The vast majority of Orange County's homeless, whether male or female, are U.S. citizens and long-term Orange County residents of over 10 years, rather than individuals who have recently chosen to come to Orange County.*

---

The major factors precipitating homelessness in our sample (in order of frequency of mention) are:

- Securing or retaining jobs with sustainable wages (40%)
- Finding or retaining affordable housing, including evictions and foreclosures (36%)
- Family issues, which include domestic violence, family dysfunction, relationship dissolution and death of a family member (28%)
- Alcohol and/or drugs (22%)
- Mental health (17%)
- Physical health (13%)
- Release from jail/prison (7%)

---

**Key Finding:** *Homelessness is caused primarily by lack of sufficient income or job loss combined with high costs of housing in Orange County. Other factors, like family dysfunction, health, and substance abuse, increase one's vulnerability to homelessness in such a context.*

---

This observation is further substantiated by the following finding: The median monthly income of the homeless in our sample, from all possible sources, is \$860. Income varies greatly by housing status, ranging from a median of \$500 for those living on the street to a median of \$1,958 for homeless individuals and families placed into a rapid re-housing program (who are often supporting dependent children). Nonetheless, across all housing categories, these income levels put housing rental out of reach given the average cost of rent for a single bedroom apartment in OC of \$1,700 to \$1,800+ in 2015.

### The Cost of Homelessness

We estimate that approximately \$299 million was spent to address homelessness in Orange County by governmental and non-governmental entities in a 12-month period encompassing 2014/2015.

- Municipalities account for the largest share of this total (~\$120 million), followed by
- Hospitals (~\$77 million),
- The County (~\$62 million)
- Non-governmental housing agencies (~\$35 million)
- Other non-governmental agencies servicing the homeless (~\$5 million with incomplete data).

---

**Key Finding:** *Orange County's city governments and public services bear the brunt of the costs associated with homelessness in Orange County.*

---

Across the major service clusters (health care, housing, and criminal justice), we estimate that approximately \$121 million was spent providing health care to the homeless in a 12-month period encompassing 2014/2015. Counties, municipalities and non-governmental agencies spent approximately \$106 million on all types of housing for the homeless, and an estimated \$23 million was spent on criminal justice contacts (police/jail/prison).

---

**Key Finding:** *Costs are highest in Orange County's health care service cluster, which is consistent with other cost studies across the country.*

---

Based on our interviews, we estimate that the average annual cost per person for all services is approximately \$45,000. Heavy service consumers, particularly of health and medical services, drive the average cost up greatly; so much so, that if the most costly 10% are dropped from the analysis, the mean annual cost per person drops to approximately \$10,000.

---

**Key Finding:** *The costs of homelessness are driven upwards by the heaviest service users among those who are chronically street homeless.<sup>1</sup>*

---

### **Costs by Housing Categories (Street and Emergency Sheltered Homeless versus those housed in Bridge, Rapid Re-Housing, or Permanent Supportive Housing—PSH)**

- Our interviews with those experiencing homelessness indicate that use of social and health services and criminal justice contacts

are lower among those who are housed compared to those living on the streets. Those in permanent supportive housing reported 78% fewer ambulance transports in the last month, and 100% fewer arrests, compared to those who are chronically homeless living on the street or in emergency shelters.

- As a result of decreases in service utilization and criminal justice contacts, the estimated average annual cost of services is 40% lower for the chronically homeless in permanent supportive housing (\$51,587) in comparison to the chronically homeless living on the streets and in emergency shelters (\$85,631), even taking into consideration the program costs of permanent supportive housing. Similarly, the average annual cost for those housed in rapid re-housing (\$9,175) and bridge housing (\$22,686) is 75% and 38% lower, respectively, than the annual cost for the non-chronically homeless on the street and in emergency shelters (\$36,419) net of the program costs of housing.
- When looking at health service utilization alone, the estimated average annual cost among those homeless who are housed (\$26,158) is half the annual cost incurred by those on the street or in emergency shelters (\$51,855), with the disparity even greater between those in permanent supportive housing (\$43,184) and the chronically street homeless (\$98,199).

---

**Key Finding:** *Whatever the service or housing category, the costs of homelessness declines when the homeless are housed. This holds for both the non-chronically and the chronically homeless.*

---

### Cost Savings of Housing Chronically Street Homeless in Permanent Supportive Housing (PSH)

- The estimated average annual cost of services per capita for permanent supportive housing clients is 50% lower than for the chronically street homeless (\$51,587 versus \$100,759).
- Taking into consideration the average cost of services per capita, we estimate a cost savings of approximately \$42 million per year if all Orange County chronically homeless were placed into permanent supportive housing.
- The potential cost savings of housing the homeless are even more significant for the chronically street homeless who are the

heaviest service users, and in particular for those in the upper decile of costs. **We find that 10% of the chronically street homeless incur annual costs higher than \$439,787 per person**, whereas the most costly 10% of those in permanent supportive housing incur annual costs in excess of only \$55,332.

---

**Key Finding:** *The cost savings data on housing the homeless in general, and particularly the chronically street homeless, show a consistent and compelling pattern: costs are markedly lower among the homeless who are housed, and this is especially true for the chronically homeless.*

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# INTRODUCTION

This is the final report of a year-long study of the costs of homelessness in Orange County, and of the demographic and biographic characteristics of those experiencing homelessness here. The report was conducted collaboratively among Orange County United Way, Jamboree, and the University of California, Irvine (UCI), with the support and guidance of the Association of California Cities - Orange County (ACC-OC), 2-1-1 Orange County (211OC), the Hospital Association of Southern California, and an Advisory Committee composed of a cross-section of local experts and practitioners.

## Objectives

The major objective of the study was twofold:

- First, to estimate the economic expenditures on homelessness that have accrued to the county, its 34 municipalities and its non-governmental service agencies, including hospitals and non-profits providing services to this population.
- Second, to assess the extent to which the costs of serving the homeless vary across the spectrum of those living on the streets and in shelters versus those living in alternative forms of housing. Additionally, the study sought to construct a demographic and biographic profile of the county's homeless in order to assess in greater detail the costs associated with serving the homeless across the county. The study was conceived and organized in late Fall 2015 and Winter 2016, and the research was initiated in Spring 2016 and completed in the Winter of 2017.<sup>2</sup>

## Rationale

The rationale for conducting the research was based on the following three considerations. First, for some time there has been growing recognition within Orange County that it has not been spared the problem of homelessness that continues to plague metropolitan areas and municipalities of all sizes across the country.<sup>3</sup> The HUD-mandated semi-annual Point-in-Time (PIT) estimates for Orange County bear this out. According to the 2015 Orange County PIT count, for example, nearly 4,500 people experienced homelessness on any given night, with 15,291 experiencing at least one night of homelessness over the course of the year. This equates to one in 200 Orange County residents experiencing at least one night of homelessness during 2015. Given the extensive gap, as of the date this study was conducted, between the cost of rental housing within the county (\$1,700 to \$1,800, on average, for a one-bedroom apartment in 2015<sup>4</sup>) and the limited availability of resources for many residents to access that housing (24% of OC residents lived in poverty in 2015<sup>5</sup>), there is reason to believe that the recently completed 2017 PIT estimate will reveal an increase in the county's homeless population. But whether this recent count shows a decline or an increase, it is likely to be a lower-end count because it does not fully capture the unhoused living in automobiles or hidden encampments, doubling up for a night with friends or relatives, or a staying in a motel for a night or two. Consider, for example, the experience of a homeless 70-year-old, African-American woman interviewed for this study living off of a monthly

\$1,000 Social Security check. She sleeps five to six nights a week on a bench in Anaheim, but uses a portion of that check to stay in a motel at least one night a week, usually Friday and/or Saturday, to get a good sleep, a warm shower and wash her clothes. Individuals like her may be missed in the PIT count. This example, among others, suggests that the actual number of people who are homeless in the county on any given night is likely to be somewhat higher than the PIT estimate.<sup>6</sup>

But whatever the count from one PIT estimate to the next, we should be cautious about becoming fixated on the approximate number; for whether it is 4,000, 4,500, 5,000 or more, the fact remains that there are thousands of individuals who are homeless in the county on any given night, and this fact alone constitutes a persistently pressing problem not only for these homeless individuals but also for both the county's various public service agencies and municipalities. More specifically, in addition to the devastating and traumatizing physical and psychological costs of homelessness to those individuals and families who experience it, homelessness imposes considerable economic costs on the communities in which it exists. The intent of this study has been to assess the approximate costs of homelessness to the county government, the 34 municipalities within the county and the non-governmental service agencies, including hospitals and non-profit service agencies. This research also assesses the extent to which the cost of addressing homelessness varies across the spectrum of those living on the streets and in shelters in comparison to those living in various types of housing. It is the intersection of these various considerations that provide a major rationale for the value of this study.

A second rationale for this cost study is provided by the increasing recognition of the

homelessness problem by the County of Orange and other local organizations, and the overlap of a number of initiatives to deal with the problem. Included among these initiatives is the County's 10 Year Plan to End Homelessness, the county's new Office of Care Coordination, which was established in 2016, ACC-OC's Homelessness Task Force and the United Way's FACE 2024 Strategic Plan, which adopted housing as one of its four pillars. This cost study was conducted to leverage the work of these initiatives in a collaborative manner.

The third rationale for conducting the study is to provide a basis for comparing the costs of homelessness in Orange County with the research on costs accrued by other metropolitan areas and municipalities within the state, and to understand the reasons for cost similarities and differences. To date, cost studies have been conducted in the major municipalities throughout the state, including Los Angeles, Sacramento, San Diego and the San Jose and Silicon Valley area, but no such cost study has been completed for Orange County.

Taken together, the foregoing rationales indicate that there are a number of pressing reasons for having conducted the research reported herein. Before turning to summary of that research, it is important to note the study's distinctive features.

## Distinctive Features

There are two noteworthy features of this study. The first distinctive feature is the study's comprehensiveness. This is indicated by the variety of sources from which the data were collected: the County of Orange, the 34 municipalities within the county, Orange County hospitals (via the Hospital Association of Southern California and Cal Optima), a sample of the full variety of non-governmental agencies addressing homelessness, and a sample of individuals not only experiencing homelessness

but also experiencing different living situations, ranging from sleeping rough on the streets to residing in permanent supportive housing. Few, if any other, cost studies are based on such a variety of data sources. Additionally, we compare the costs associated with both non-chronic and chronic homelessness. Given the breadth, depth and volume of data assembled and analyzed, this is clearly one of the most comprehensive studies yet conducted of the public costs of homelessness in the United States.

The second distinctive feature of the study is that it was a truly collaborative endeavor. Its collaborative character was mentioned above, but it merits mention again because without the cooperation and collaboration of various institutions, organizations and individuals across the county, the study would have never unfolded and evolved as it did. It was initiated

through the cooperative partnership of Orange County United Way, Jamboree, and the UCI School of Social Sciences, and then moved forward with the formation of an Advisory Committee representing a cross section of Orange County experts and practitioners regarding homelessness (see Appendix 1 for list of committee members). This committee was crucial in guiding the study design and facilitating the research process. Additionally, the study benefitted greatly from the ongoing support of ACC-OC, the Hospital Association of Southern California, 211OC and the county, in particular its Office of Care Coordination. Among other things, this study nicely illustrates what can be pursued and accomplished when various interested parties and stakeholders within a community strive to work together towards a common objective.

# DATA SOURCES, STUDY METHODOLOGY AND STUDY DESIGN

Before discussing our data sources, associated methodologies and study design, it is first necessary to indicate our working conceptualization of homelessness. There are various conceptualizations of homelessness, ranging from HUD’s more limited definition to the National Health Care for the Homeless Council’s broader and more inclusive definition (see Glossary). Given the study’s two-fold objective, we opt for a broader and more inclusive conceptualization of homelessness. Thus, for the purposes of this study, the word “homeless” is used to describe people who sometimes sleep outdoors, in cars, in abandoned buildings or on the streets; or who are staying in shelters, bridge housing, rapid re-housing or supportive housing after being on the streets; or who have been evicted from their homes, discharged from an institution like a hospital or a prison, or are fleeing domestic violence and can’t find housing.

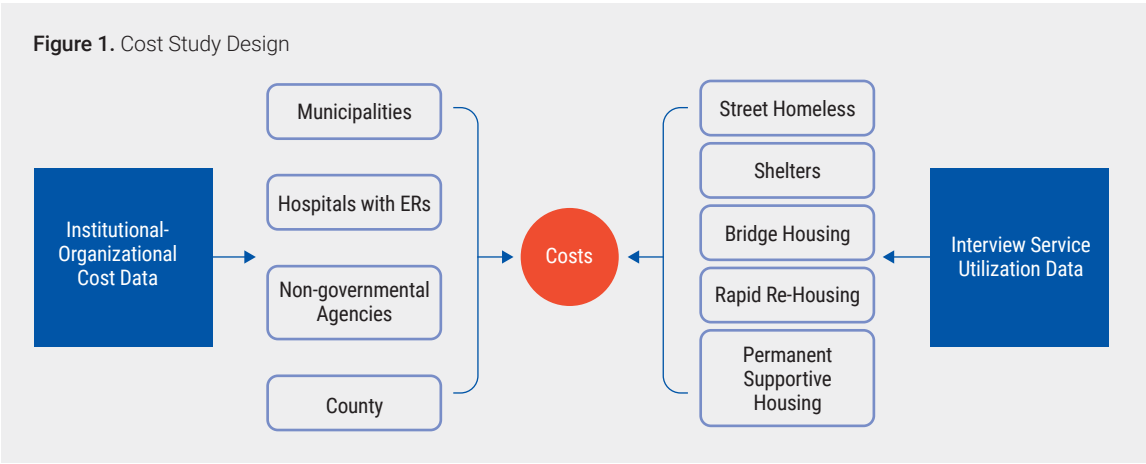
## Data Sources

In order to both estimate the costs of this broadened conception of homelessness in

Orange County across a range of county actors, and to examine how costs differ between the homeless on the street and those living in various housing configurations, we gathered cost data from five sources: 1) the County of Orange; 2) the municipalities within the county; 3) Orange County hospitals (via the Hospital Association of Southern California and Cal Optima); 4) a sample of non-governmental agencies servicing the homeless; and 5) individuals experiencing homelessness themselves.

## Methodology and Study Design

The data were gathered through questionnaires sent via email to municipalities, hospitals and service agencies (see Appendix for the questionnaires) as well as by structured in-person survey interviews conducted between August and December 2016 with a sample of 252 homeless individuals living on the street and in various housing configurations throughout the county. As illustrated in Figure 1, institutional/organizational cost data from the county, municipalities, hospitals and



social service agencies are aggregated and used to estimate a grand total for the costs of servicing the homeless in 2015 in Orange County.<sup>7</sup> To differentiate the per-person average annual costs across categories of homeless individuals and housing configurations, we integrated data from the in-person survey interviews and the institutions/organizations. The information gathered from all of our data sources will be described in greater detail in sections 4 through 6 below.

### Comparison with Other Cost Study Methodologies and Designs

As noted earlier and as suggested by the study design, one of the study's distinctive features is its breadth and comprehensiveness in comparison to other cost studies. Within the state, there have been a number of homelessness cost studies with considerable variation in scope and methodology. The most comprehensive studies are those using a computer tracking methodology, based on HUD's Homeless Management Information System (HMIS) [see Glossary], in which encrypted identifiers from recently homeless adults residing in housing for the homeless, typically permanent supportive housing, are matched with correspondingly encrypted identifiers from the service records of relevant city, county or state agencies (e.g., county departments of health, public health and mental health, sheriff and probation departments, and local or state hospitalization records). A major completed cost study employing this methodology within the state was conducted for Silicon Valley<sup>8</sup>. This genre of cost studies may be among the most methodologically refined and reliable, but it is not easily replicated from one setting to the next because of variation in the functioning and operative status of the local HMIS system. In Orange County, for example, limitations in the operative status of the HMIS

system foreclosed the possibility of using this methodology at the time our study was initiated. The strengths of this HMIS-based cost study design notwithstanding, it is important to note it is limited in terms of the breadth of its cost coverage. For example, it typically does not include, in comparison to our cost study design, the spectrum of non-governmental agency cost data, and its typically residential focus on permanent supportive housing bypasses the associated costs of other types of housing for those who are homeless.

At the other end, probably the least comprehensive cost study of homelessness is the municipal departmental study conducted in Sacramento.<sup>9</sup> For this study design, cost data was secured for the various operational budgets of the city. While limited in the range of costs associated with servicing the homeless, we did find this study helpful in formulating our municipal questionnaire.

Standing in between the HMIS-based study designs and the narrow focus of the Sacramento study are two other cost study designs. One includes the mixed-methods strategy of the 2009 Los Angeles cost study, wherein over 9,000 people who were homeless and receiving General Relief were statistically matched with around 1,000 homeless who entered supportive housing (similar to permanent supportive housing) provided by the Skid Row Housing Trust. Similar to the ideal-type HMIS study design, data for persons in the study were derived from various L.A. County departments through computerized record identification.<sup>10</sup>

The other strategy attempting to get at cost differences between the unhoused homeless and those who are now housed employs variants of longitudinal studies in which assessment of the costs of homelessness is based on comparing its public costs (e.g.,

ambulance and hospital use, arrests, jail time, and shelter use) for a panel of individuals with the costs of their subsequent housing placement, typically in permanent supportive housing. Here studies vary in terms of the size of the panel and the comparative time frame, ranging from a four-person panel study in Los Angeles<sup>11</sup> to a 114-person panel study assessing the public costs for the panel one year prior to placement to up to two years after placement in San Diego<sup>12</sup>. This type of study is generally less comprehensive than the HMIS-based studies, but is also similarly limited in its neglect of the costs associated with the range of non-governmental, public costs and its comparison of only street homelessness with placement in permanent supportive housing.

Comparatively, the strength of our study design is in its comprehensiveness and depth via the detailed, face-to-face interviews with our sample across the spectrum of living situations,

ranging from the streets and shelters to bridge housing, rapid re-housing, and permanent supportive housing, combined with collection of cost data from governmental and non-governmental agencies.

The differences in these study designs and methodologies notwithstanding, it is important to emphasize that the cost findings and offsets lean in the same direction. That is, not only are the costs of homelessness considerable, but, even more significantly, the cost savings by housing the homeless, and particularly the most chronically homeless, are extensive. Another way of putting it is that the cost differences in the findings of these different studies, including this one, are not qualitative but quantitative; the differences are in magnitude and not of kind. Moreover, the differences are not attributable solely to study design but also to differences in the demographics and homeless-relevant policies in the various study settings.

# COMPARATIVE DEMOGRAPHIC AND BIOGRAPHIC PROFILE OF OC HOMELESS

Before identifying and elaborating the costs associated with the provision of services to the homeless across the county, it is helpful to have a sense of who comprises the county's homeless population. What are the major demographic characteristics of the county's homeless, and how do these characteristics compare with the county's general population? An equally important question concerns the generalizability of our findings: Are they peculiar to our sample of the 252 homeless individuals interviewed, or are the findings consistent with other interview-based efforts to capture the demographic and/or biographic profile of the county's homeless population? In order to answer such questions, it is necessary to elaborate how the sample was constituted before providing a description of the sample's demographic composition.

## Site Sampling Methodology

Because there is no sampling frame for the Orange County homeless, as there would be for a household survey, generating a truly random sample of homeless respondents was not possible. Instead, we employed a locational maximum variation sampling strategy through which we identified – with the help of service-providers and people experiencing homelessness – an array of sites within the county that are broadly representative of the geographic and demographic variation of the homeless across the county.<sup>13</sup> These locations or “niches” included not only street sites that

were known to be frequented (such as parks, encampments and agencies providing a bag lunch) but also the range of available, albeit limited, housing configurations (emergency shelters, bridge housing, rapid re-housing and permanent supportive housing). Table 1 shows the settings in which the street interviews were conducted, and Table 2 shows the various housing configurations in which we conducted interviews. Consistent with the maximum variation sampling strategy, there is notable county-wide variation both in the interview settings and across the housing configurations.

Table 1. Interview Settings/Contexts

| Site/Location of Interview    | # Completed |
|-------------------------------|-------------|
| <b>Street</b>                 | <b>89</b>   |
| Santa Ana Civic Center        | 26          |
| Santa Ana Riverbed Encampment | 13          |
| Share Our Selves (S.O.S.)     | 12          |
| Lions Park (Costa Mesa)       | 10          |
| Hart Park (Orange)            | 9           |
| Pioneer Park (Garden Grove)   | 5           |
| Family Assistance Ministries  | 5           |
| Newport Beach Transit Center  | 5           |
| Friendship Shelter            | 2           |
| Build Futures                 | 1           |
| The Courtyard (Santa Ana)     | 1           |
| <b>Housing Types</b>          | <b>163</b>  |
| Shelter                       | 48          |
| Bridge                        | 41          |
| Rapid Re-Housing              | 25          |
| Permanent Supportive Housing  | 49          |
| <b>TOTAL</b>                  | <b>252</b>  |

**Table 2.** Interview Settings for Housing Configurations

| Site/Location of Interview          | # Completed |
|-------------------------------------|-------------|
| <b>Shelter</b>                      | <b>48</b>   |
| Friendship Shelter                  | 15          |
| Fullerton Armory                    | 15          |
| The Courtyard (Santa Ana)           | 13          |
| Salvation Army                      | 4           |
| Build Futures                       | 1           |
| <b>Bridge</b>                       | <b>41</b>   |
| WISEPlace                           | 10          |
| Build Futures                       | 8           |
| Family Assistance Ministries        | 6           |
| Families Forward                    | 6           |
| Salvation Army                      | 5           |
| Colette's Children's Home           | 5           |
| Pathways of Hope                    | 1           |
| <b>Rapid Re-housing</b>             | <b>25</b>   |
| Families Forward                    | 14          |
| Serving People in Need (SPIN)       | 5           |
| Mercy House                         | 4           |
| Family Assistance Ministries        | 2           |
| <b>Permanent Supportive Housing</b> | <b>49</b>   |
| Jamboree Housing                    | 24          |
| Mercy House                         | 22          |
| Colette's Children's Home           | 3           |
| <b>TOTAL</b>                        | <b>163</b>  |

## Interview Procedures

To ensure that the individuals we interviewed at a given site were as representative of that site as possible, we attempted to systematically select respondents in each locale. For example, at the Santa Ana Civic Center, interviewers chose a starting point and counted off every xth person they encountered; and at the riverbed encampment, the three researchers spread themselves out along the length of the encampment and then proceeded to conduct interviews with an occupant of each successive tent or makeshift shelter. This type of systematic sampling was not possible in every interview location, however. For example, at the Newport Transit Center there was typically only a couple of homeless persons

available for interviews, and the selection of prospective interviewees at the various housing sites was often constrained by their schedules, particularly for those who were employed. Whatever the setting, an effort was made to select respondents as systematically as possible, and all selected respondents were offered a \$10 gift card (Chevron, Starbucks, Subway or Target) of their choosing to incentivize their participation and compensate them for their time.

The interviews took approximately 30 minutes to complete on average. The interviews were conducted in English or Spanish, depending on the respondent's preference. The questionnaire (see Appendix 5) included questions on a variety of topics, including basic demographics, current living conditions, reasons for homelessness and length of time homeless, challenges of homelessness, recent utilization of services, health and wellbeing, family and social networks, employment and other sources of income, and childhood experiences.

## Sample Profile Compared with Other OC Homeless Samples and County Population

Table 3 provides a demographic profile of the project sample alongside comparable data points from two other OC studies – the 2015 Point-in-Time Count and the VI-SPDAT (see Glossary) survey conducted through the county's Coordinated Entry system (see Glossary) – and with the general OC population for 2015 from the American Community Survey. We include the 2015 Point-in-Time and the 2016 VI-SPDAT findings to provide a comparative base for assessing the previously raised question about the generality of the project sample findings. Although the purposes and structure of the three research tools are quite different, each elicited information regarding some comparable demographic variables.

**Table 3.** Profile of Sample Compared with Other Orange County Homeless Samples and General Population

| Variables                               | Project Sample | Point-in-Time (2015) | VI-SPDAT   | ACS Orange County (General Pop. 2015) |
|-----------------------------------------|----------------|----------------------|------------|---------------------------------------|
| % Male                                  | 57%            | 61%                  | 56%        | 49%                                   |
| % Female                                | 43%            | 39%                  | 44%        | 51%                                   |
| Median age                              | 50             | 50 (unsheltered)     | —          | 38                                    |
| <b>Race/Ethnicity</b>                   |                |                      |            |                                       |
| Hispanic                                | 30%            | 39%                  | 25%        | 34%                                   |
| Non-Hispanic White                      | 47%            | 35%                  | 53%        | 41%                                   |
| Non-Hispanic Black                      | 15%            | 14%                  | 14%        | 2%                                    |
| Asian                                   | 4%             | 5%                   | 3%         | 19%                                   |
| Native American                         | 4%             | 4%                   | 2%         | <1%                                   |
| % With any schooling beyond high school | 47%            | —                    | —          | 67%                                   |
| % Foreign-born                          | 10%            | —                    | —          | 31%                                   |
| % Living in OC 10 years of more         | 68%            | —                    | —          | —                                     |
| % Veteran                               | 12%            | 12%                  | 9%         | 5%                                    |
| <b>TOTAL</b>                            | <b>252</b>     | <b>4,452</b>         | <b>296</b> | <b>3,086,331</b>                      |

Looking at the table and beginning with the **gender** distribution among those interviewed for the project sample, we see that the majority are male, which is consistent with the other two data sources. In comparison with the proportion male for the county overall, we see that men are overrepresented among the homeless (57% to 49%). This is not a surprising finding; men have been overrepresented among the homeless population throughout the country since this current wave of homelessness surfaced in the first half of the 1980s.<sup>14</sup> It is important to also note that the proportion of women has increased considerably since then, both nationally and in Orange County.

Turning to **age**, the median age for both the project sample and the 2015 PIT count is 50, which is considerably higher than for the county overall. Whether this is indicative of an aging trend among homeless individuals is difficult to say at this point in time. However, it is worth noting that demographic assessments of the homeless population across the country over the past 30+ years does suggest a trending

upwards.<sup>15</sup> It is also interesting to note for Orange County residents that the only age group that is expected to grow proportionate to other age groups in the next 25 years is the 65 and older cluster.<sup>16</sup> If this projection holds, then we might expect an upward aging trend among those who are homeless as well, especially since two-thirds are long-time OC residents, as shown in the third row from the bottom.

Considering the **race and ethnic composition** of the county's homeless population, non-Hispanic Whites make up the modal category for the project sample. The 47% project sample finding falls midway between the other two sets of findings from the PIT and VI-SPDAT (35% and 53%, respectively), and is slightly higher than the proportion of non-Hispanic Whites for the county. Hispanics make up the next-largest ethnic/racial category among the county's homeless population. The 30% finding again falls between the figures for the other two samples, but is slightly lower than the proportion of Hispanics for the county. That Hispanics are slightly underrepresented

among the homeless population in comparison to the county figure is not surprising given similar findings in other studies.<sup>17</sup> It would be surprising, however, if non-Hispanic Blacks were underrepresented among the homeless in comparison to their proportion of the county's population. This is not the case, though, as non-Hispanic Blacks comprise only 2% of the county's population but 15% of its homeless population, a finding that is consistent with virtually every other study of the racial/ethnic composition of the homeless population across the country.<sup>18</sup>

Another telling feature of the county's homeless population is its relatively low level of **educational achievement**: 47% of the project sample attended some schooling beyond high school, primarily a year or two of college without graduation, in contrast to 67% for the county as a whole. This finding, when coupled with the concentration of work experiences of those who are homeless in the secondary labor market,<sup>19</sup> accounts in part for the greater socioeconomic precarity and vulnerability of some citizens to homelessness.

Perhaps one of the most interesting findings is that only 10% of those we interviewed are **foreign-born** in contrast to the county's foreign-born population of 31% for 2015. This striking contrast is likely to be surprising to some county residents given the often-heard claim that recent, undocumented immigrants swell the ranks of the homeless.

An equally compelling finding is that 68% of the sampled individuals have lived in Orange County 10 years or longer. This is especially interesting because it runs counter to another frequently heard stereotype regarding those who are homeless: that many are migrants or

"transients" from elsewhere who are attracted to Orange County because of its favorable climate, which presumably eases living on the streets. The contrary bottom line, however, is that the vast majority of the county's homeless population are **long-term county residents**.

The final noteworthy demographic characteristic shown in the second to the last row in Table 3 shows that 12% of the homeless interviewed are **veterans**, which is slightly more than double the percentage of veterans in the county in 2015. The overrepresentation of veterans among the county's homeless population is not only confirmed by the parallel findings of the PIT count and VI-SPDAT survey, but it is also consistent with other studies across the country.<sup>20</sup>

Earlier in this section we raised the question of the generalizability of the project sample findings across the county's homeless population. The observed comparability of these findings with those of the other two interview-based studies, particularly the PIT count, reported in Table 3, gives us confidence in the representativeness of the project sample findings. This confidence is also bolstered by the "niche" maximum variation strategy that guided our selection of interview sites and thus potential respondents.

We will consider additional demographic and biographic characteristics of the county's homeless population when we examine the extent to which these characteristics and associated costs vary across the spectrum of those living on the streets and in shelters versus those living in alternative forms of housing. Next, however, we examine the institutional/organizational costs of homelessness within the county.

## COST COMPARISONS ACROSS INSTITUTIONAL SECTORS

By institutional sector, we refer to the cluster of durable, organizational entities that intersect and deal with people who are homeless in one fashion or another, ranging from monitoring and policing their movements and activities to providing housing of various kinds and a range of subsistence services. Included in this sector is the county, the 34 municipalities, the hospitals with emergency departments, the housing providers and the other non-governmental social service agencies providing a range of services other than housing. We consider the costs associated with each, and then aggregate the totals to reach an estimated cost total.

### County

The Director of Care Coordination for the county provided us with a listing of actual FY2015/2016 costs for homeless services across a range of county agencies and programs. Specifically, data were provided on housing for homeless individuals and families, health care services provided by the Orange County Health Care Agency, county resources for homeless individuals allocated to social service agencies (such as CalFresh and General Relief), costs for Homeless Liaison Officers in the County Sheriff's Department, resources spent by OC Public Works (e.g., for encampment land management) and county funding for dedicated emergency shelters.

Aggregated, the costs for these various county services sum to \$60,093,851, as shown in the second row of Table 4. Also included in the county cost total are the costs provided by

the Orange County Transit Authority (OCTA). Although the OCTA is independent from the county, its transit services are county-wide and therefore included in the overall county costs.

**Table 4.** County Costs

| County Department/Division                                   | Accumulating Costs  |
|--------------------------------------------------------------|---------------------|
| Orange County (per Director of Care Coordination and County) | \$60,093,851        |
| Orange County Transit Authority                              | \$2,073,566         |
| <b>TOTAL</b>                                                 | <b>\$62,167,417</b> |

We suspect that the total county costs of \$62,167,417 are a somewhat conservative estimate, particularly since homeless-related court, jail and probation costs are not included. Additionally, the Sheriff Department's costs include only the salaries of Homeless Liaison Officers assigned to 13 municipalities and unincorporated areas without their own police departments. Similarly, we suspect the OCTA homeless-related costs are higher than the number indicated in the above table, since a disproportionate share of that cost estimate is consumed by the costs associated with monitoring and cleaning a single, albeit major, transit center in the county. Finally, when assessing the overall county costs, it is important to note that they are for the fiscal year 2015/2016, which does not capture several newer efforts at the county level to address the homelessness issue, such as the Whole Person Care initiative targeting frequent users of medical services.<sup>21</sup> The take away point is that the county costs for 2016/2017 are likely to be considerably higher than for 2015/2016.

Municipalities

With assistance from the ACC-OC, in 2016 we sent questionnaires via email to all 34 Orange County municipalities soliciting information on FY2014/2015 expenses. The questionnaires (in Appendix 2), which were based on survey instruments used in a cost study in Sacramento (2015), asked municipalities to provide their total municipal budget for FY2014/2015, as well as to estimate the percent of this total budget spent on homelessness. In addition, municipalities were asked to provide budgets for a variety of municipal departments, along with estimates of the percentage of these departmental budgets that was spent on homelessness in FY2014/2015.

Because homelessness is not a budgeted line item in most municipalities, we asked municipalities to provide approximate figures based on the individual city's estimated cost allocation. For example, the budget allocation of a municipal police officer may not be based on how much time, if any, is consumed by dealing with local homeless individuals. We assume, nonetheless, that costs are incurred by encounters with homeless people. We encouraged municipalities to conceptualize these types of non-budgeted costs as "opportunity costs," which encompass costs incurred by allocating resources (time, money, energy) to one issue or task rather than another. Even though a hypothetical police officer's salary may remain the same regardless of whether his/her time is allocated to stopping, assisting, ticketing or arresting a homeless individual, the fact that some time—say 15% of the 40-hour week—is spent attending to homeless-related issues means that 15% less time is allocated to other tasks. That 15% is an opportunity cost that can be calculated with the officer's line item salary and estimated as time consumed by dealing with issues connected to homelessness. This same principle can be

applied to municipality librarians, parks and recreation staff and to various administrative personnel. Because the "opportunity cost" principle was not always employed, when a municipality reported a percentage of their Total Expenses spent on homelessness in FY2014/2015 that was under 1%, we rounded the cost up to 1% of Total Expenses.

We received completed questionnaires from 21 of the 34 municipalities in Orange County. A listing of these 21 municipalities is provided in Table 5. The municipalities that did not return completed questionnaires tended to be relatively small in both total and homeless population. For those municipalities that did not return questionnaires, we estimated their total amount spent on homelessness by taking their publicly available information on FY2014/2015 Total Expenses, and estimating 1% of these expenses. Because these municipalities tended to be relatively small in size and budget, adding their imputed expenses did not greatly increase the total cost of homelessness across the municipalities over and above what was found for the 21 municipalities that did return questionnaires.

Table 5. Municipalities Submitting Questionnaires

| Name of Municipality |               |
|----------------------|---------------|
| Aliso Viejo          | Newport Beach |
| Anaheim              | Orange        |
| Buena Park           | Placentia     |
| Costa Mesa           | San Clemente  |
| Dana Point           | Santa Ana     |
| Fullerton            | Stanton       |
| Garden Grove         | Tustin        |
| Huntington Beach     | Villa Park    |
| Irvine               | Westminster   |
| Mission Viejo        | Yorba Linda   |
| Laguna Beach         |               |

Table 6 shows the results for the 21 municipalities that returned completed questionnaires. Indicated is the *median figure*

(one-half above and one-half below) for the municipal budgets for FY2014/2015, the median percent of the municipal budget spent on homelessness, the median dollar amount spent on homelessness, and the estimated total dollar amount spent on homelessness across the 21 cities.

**Table 6.** Cost Findings for Municipalities (FY 2014/2015)

| Category                                                    | Statistic     | # of Municipalities Reporting Statistic |
|-------------------------------------------------------------|---------------|-----------------------------------------|
| Median total municipal budget FY 2014/2015                  | \$113,645,808 | 21                                      |
| Median % of municipal budget spent on homelessness          | 1%            | 21                                      |
| Median municipal budget spent on homelessness               | \$1,760,510   | 21                                      |
| Total amount spent on homelessness across 22 municipalities | \$115,158,683 | 21                                      |

**Note:** Uses Total Expenses for FY2014/2015. Municipalities reporting a percent of the municipal budget spent on homelessness of under 1% are rounded up to 1%, as are those that did not provide a percentage.

As with the county total cost figure, we think the total cost figure of \$115,158,683 for the municipalities is a conservative estimate because of the factors noted above.

## Non-governmental Social Service Agencies Servicing Homeless People

To identify non-governmental agencies that provide services to those who are homeless in Orange County, we first combed through a list provided by 2-1-1 Orange County of approximately 600 social service agencies, and narrowed it down to those directly servicing the homeless population. We supplemented the 211OC list with our own internet searches and knowledge of agencies in the county. In the end, we compiled a list of 236 Orange County non-governmental social service agencies servicing

the homeless, spanning a range of services including housing, food provision and health. To ensure that our sample represented the range of services, we assigned each of the 236 agencies in our list to one of 12 strata based on their services provided. These 12 strata were: clinical health services, ambulance services, soup kitchens, food pantries, hygiene and/or clothing, referral services, multi-purpose non-housing services, motel/housing vouchers and/or rental assistance, emergency shelter, bridge housing, rapid re-housing, and permanent supportive housing. The number of agencies that fell into each stratum is shown in Table 7. For strata containing more than 11 agencies, we randomly selected 11 agencies per stratum; strata containing 11 or fewer were sampled at 100%. This sampling strategy yielded a total sample of 115 agencies representing the full range of services.

**Table 7.** Agency Strata and Sample

| Stratum                                         | Population of Agencies | # of Agencies Sampled |
|-------------------------------------------------|------------------------|-----------------------|
| Food Pantry                                     | 88                     | 11                    |
| Soup Kitchen                                    | 29                     | 11                    |
| Hygiene and/or Clothing Services                | 22                     | 10                    |
| Health Services                                 | 16                     | 8                     |
| Bridge Housing                                  | 15                     | 11                    |
| Referral                                        | 13                     | 11                    |
| Private Ambulance Provider                      | 11                     | 11                    |
| Permanent Supportive Housing                    | 10                     | 10                    |
| Rapid Re-housing                                | 9                      | 9                     |
| Motel/Housing Vouchers and/or Rental Assistance | 8                      | 8                     |
| Multipurpose Non-housing Services               | 8                      | 8                     |
| Shelter/Emergency Shelter                       | 7                      | 7                     |
| <b>TOTAL</b>                                    | <b>236</b>             | <b>115</b>            |

We sent questionnaires via email to all 115 agencies that fell into our sample. The questionnaires (in Appendix 3) asked the

**Table 8.** Survey of Non-governmental Agencies

| Responding Agencies                   |                                                              |                                         |
|---------------------------------------|--------------------------------------------------------------|-----------------------------------------|
| AltaMed Health Services               | H.O.P.E. (Helping Other People Everyday)                     | Project HOPE Alliance                   |
| Build Futures                         | Illumination Foundation                                      | Saint Mary's by the Sea Catholic Church |
| CARE Ambulance Service                | Jamboree Housing Corporation                                 | Saint Mary's Fullerton                  |
| City Net                              | Laurel House                                                 | Salvation Army                          |
| Colette's Children's Home             | Living Waters Christian Fellowship                           | Serving People In Need, Inc. (SPIN)     |
| Costa Mesa Family Resource Center     | Mental Health Association of OC                              | Share Our Selves                        |
| Families Forward                      | Mercy House Living Centers                                   | Stand Up for Kids                       |
| Family Assistance Ministries          | Mission Committee of the First Presbyterian Church of Orange | 2-1-1 Orange County                     |
| Family Promise of Orange County, Inc. | Off the Streets Huntington Beach                             | South County Outreach                   |
| Friendship Shelter, Inc.              | One Step Ministry                                            | WISE Place                              |
| Grandma's House of Hope               | Orange County Rescue Mission                                 |                                         |

agencies to provide several pieces of cost information, including the organization's total program expenses for 2015; the percentage of their total budget that was spent on homelessness in 2015; the percentage of their service encounters that were with homeless people in 2015; and, for each type of service they provided for the homeless in 2015, the estimated program cost-of-service per encounter (for example, the average cost of a clinical visit, an ambulance ride or a night of housing). This last piece of information was used, together with the information on actual service utilization collected from our service user interviews, to assign a cost of services to each individual we sampled (these results will be provided in the section on Cost and Demographic/Biographic Comparisons by Category of Homelessness, beginning on page 30).

Thirty-two agencies representing all service areas of interest completed the agency questionnaires. They are listed in Table 8. Their responses form the basis for the agency results we provide below. The largest housing providers all completed the questionnaire, as did the largest multipurpose providers of services for the homeless population.

Table 9 shows the cost findings for the 32 agencies that returned the questionnaire. As we did with the municipality cost figures, we report the median figure for total program expenses for 2015, the number of clients per agency, the percent of total service encounters with the homeless, and the percent of agency budgets spent on homelessness. The last row includes the total expenditures on homelessness for the reporting agencies combined.

**Table 9.** Cost Findings for Non-governmental Agencies

| Category                                             | Statistic    | # of Agencies Reporting Statistic |
|------------------------------------------------------|--------------|-----------------------------------|
| Median total program expenses in 2015                | \$822,126    | 31                                |
| Median # clients served in 2015                      | 773          | 30                                |
| Median % of service encounters with homeless         | 72.5%        | 30                                |
| Median % of agency budget spent on homelessness      | 77.0%        | 31                                |
| Median amount of agency budget spent on homelessness | \$399,007    | 29                                |
| Total spent on homelessness across 29 agencies       | \$27,170,143 | 29                                |

It is important to bear in mind that the \$27,170,143 cost figure is not for all of the 115 sampled non-governmental agencies, but only for the 32 reporting agencies. It is thus a conservative estimate of agency costs, although as we noted above, the largest providers of services for the homeless population are included. As will be seen in Table 11, we use the total budget information provided by the housing agencies that returned questionnaires to estimate the total cost of servicing this population across all non-governmental housing agencies.

Hospitals and Emergency Departments

As of 2015, there were 24 hospitals with emergency departments (ERs) within the county. Table 10 shows the estimated costs accrued to the hospitals for both ER and inpatient encounters with homeless individuals for 2015. The estimated total for emergency department encounters is \$19,245,600; for inpatient encounters it is \$57,319,434. The total for the two estimates combined is \$76,565,034.

The data on which these estimates are based come from two major sources: CalOptima, through the Hospital Association of Southern California, for the ER data; and OSHPD (Office of Statewide Health Planning and Development), via the Orange County Health Care Agency, for the inpatient data.

CalOptima ER Data

CalOptima is a public agency that provides health

care coverage for Orange County residents who are eligible for Medi-Cal. It contracts with health networks, physician specialists and hospitals to provide health care to its members, many of whom are indigent adults with incomes between 138% and 200% of the Federal Poverty Level (\$11,770 for one person in 2015; \$15,930 for two persons; and \$20,090 for three persons) and who have chronic health conditions, behavioral health issues and non-health related challenges, such as homelessness, resulting in increased ER utilization due to lack of primary/preventive care access.

The CalOptima ER data we assessed represented only around a third of the health network reporting. Consequently, our cost estimate is calculated by multiplying the CalOptima ER data by a factor of 3.3. Thus, the CalOptima data shows that 3,560 homeless individuals had 6,480 ER visits, averaging close to two per client, across 20 OC hospitals, at an average cost of approximately \$900 per person, which we multiplied times 3.3, yielding the estimated cost for ER encounters of \$19,245,600.

OSHPD Inpatient Data

The hospitalization data, lagging a year (2014), reveal that 1,609 homeless individuals were hospitalized for an average of 10.4 days at an average charge of \$35,624.28. Multiplying the number of hospitalizations times the average charge yields the estimated hospitalization cost of \$57,319,434.

In addition to the total hospitalization charge, the demographic characteristics of the homeless

Table 10. Cost Findings on Orange County Hospital ER and Inpatient Charges

| Agency/Hospital                                            | Emergency Department               | Inpatient                          | Subtotal     |
|------------------------------------------------------------|------------------------------------|------------------------------------|--------------|
| Cal Optima via Hospital Association of Southern California | 6,480 x \$900 x 3.3 = \$19,245,600 | —                                  | \$19,245,600 |
| OSPHD files via OC Health Care Agency                      | —                                  | 1,609 x \$35,624.28 = \$57,319,434 | \$57,319,434 |
| TOTAL                                                      |                                    |                                    | \$76,565,034 |

**Note:** Only one major OC hospital provided detailed cost data. The above are aggregated figures across all OC hospitals and emergency rooms.

hospitalized warrant mention: 72% were male, 28% female; 67% Non-Hispanic White, 19% Hispanic and 8% Non-Hispanic Black; 51% were 45-64 years old and 5% were 65+. Notably, these demographic characteristics of the hospitalized homeless are skewed in the same direction as our project sample demographic profile portrayed in Table 3.

### Additional Corroborating Data

Initially we attempted to collect cost data from the 24 hospitals with ERs by sending brief questionnaires to them via email. Because of HIPPA regulations regarding the confidentiality of health care data, coupled with the absence of a government-defined screening process for the determination of homeless clients, this outreach effort proved not to be very effective. However, one of the major hospitals, located in the county's central corridor where many of the homeless are located, did complete the questionnaire in considerable detail. Counting as homeless only those individuals who gave no residential address upon admission, this central hospital reported 1,283 encounters in 2015. These encounters included ER visits, inpatient admissions, clinic visits, and rehab and psychiatric admissions. Multiplying the average cost for each of these types of encounters by the number of encounters per type yielded an annual cost of medical services for the homeless of \$17,295,564. This annual cost figure is for only one of the county's 24 hospitals with ERs, albeit one of the larger hospitals. If we assume this cost approximates the average for medical encounters with homeless individuals in the five largest hospitals in the central corridor of the county, then the total of the five combined is more than the estimated total in Table 10. This suggests that the estimated total cost of \$76,565,034 for homeless ER visits and hospitalizations across the county is likely a quite conservative estimate.

There is also another factor that suggests that the estimated total cost figure is conservative. We refer to the aforementioned finding that the average length of hospitalization for the homeless is 10.4 days, which is at least triple that for inpatients with housing. The cost implication of this finding is that other inpatient referrals are diverted to other hospitals because of the absence of available beds, thereby leading to an escalation of costs across the board. Were there sufficient housing to which the homeless clients could be released, their average length of stay would be reduced considerably, as would the associated spiraling, downstream costs.

### Total Costs Across Institutional Sectors

The accumulating and aggregated cost figures for the institutional sectors intersecting with homelessness are shown in Table 11. The sectors are listed vertically in the first column from the highest to the lowest total costs accrued. The second column includes the costs based on the previously discussed data collected for each sector, but note that we have divided the non-governmental sector into housing agencies and other agencies for reasons we will explain. The third column includes the total cost for each sector plus an imputation if warranted.

An imputation is an analytic technique used to determine and assign replacement values for missing data. As noted earlier, not all municipalities and sampled agencies submitted their cost information to us via the questionnaires we sent them. Thus, in order to account for the non-respondents in our totals, we needed to find a way to impute cost information, or assign some cost value to them. In the case of the municipalities, 13 of the 34 did not return completed questionnaires, so we looked up their FY2014/2015 budgets and took 1% of the total expenses for the municipality for that year.

**Table 11.** Cost Totals Across Institutional Sectors

| Cost Categories                                      | Accumulating Costs Based on Data Collected | Accumulating Costs Based on Data Collected Plus Imputations                |
|------------------------------------------------------|--------------------------------------------|----------------------------------------------------------------------------|
| Municipalities                                       | \$115,158,683 (21 reporting)               | \$120,338,343 (imputation: 1% of FY2014/2015 Total Expenses)               |
| Hospitals and Emergency Depts.                       | \$76,565,034                               | \$76,565,034 (no imputation)                                               |
| County                                               | \$62,167,417                               | \$62,167,417 (no imputation)                                               |
| Non-governmental Housing Agencies                    | \$21,531,320 (20 reporting)                | \$34,563,038 (imputation: median budget spent on homeless by 20 reporting) |
| Other Non-governmental Agencies Serving the Homeless | \$5,638,823 (9 reporting)                  | \$5,638,823 (no imputation)                                                |
| <b>TOTAL</b>                                         | <b>\$281,061,277</b>                       | <b>\$299,272,655</b>                                                       |

**Notes:** Housing agencies are agencies providing overnight shelter, bridge housing, rapid re-housing, or permanent supportive housing services, and the figure provided totals the program budget spent on homelessness across these agencies.

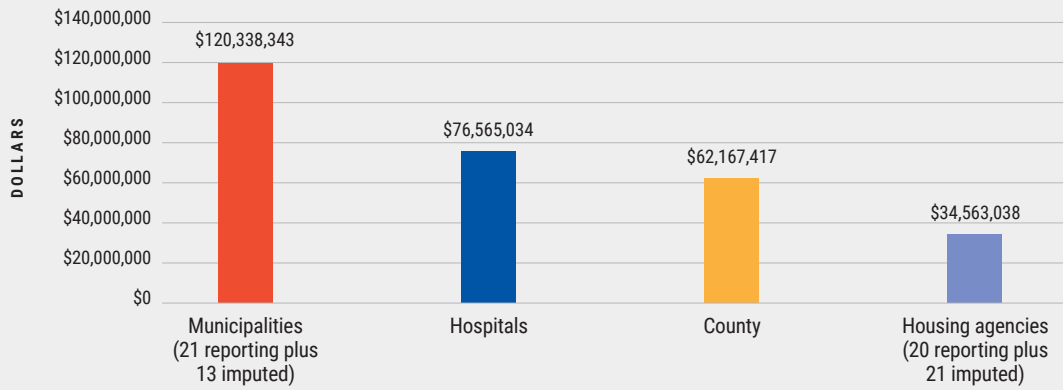
The \$120,338,343 figure in the far right column reflects what was reported by the 21 municipalities that submitted questionnaires, plus what we estimated for the 13 municipalities that did not. Note that this imputation increased the municipality totals costs by only slightly more than \$5 million, a relatively insignificant increase due largely to the fact that the 13 municipalities for which the imputation was done are among the smaller municipalities in the county.

We also did imputations for the non-governmental housing agencies from which we did not receive information, basing our estimates on the median cost of services provided by the 20 housing agencies that did provide us with budget information. This imputation did increase the estimated cost for all housing providers quite significantly, from \$21,531,320 to \$34,563,038.

However, we did not estimate costs for other, non-housing social service providers that did not provide us with data; therefore, the cost

of services across non-housing social service providers is a major underestimate, based only on cost data from nine agencies.

Overall, the imputations for the municipalities and housing agencies increased the total costs across the institutional sectors, but only by slightly less than 10 percent, from \$281,951,277 to close to \$300,000,000. Figure 2 displays graphically the distribution of these adjusted costs across the four major institutional sectors per the above analyses. Figure 2 indicates that the estimated \$120 million borne by the municipalities accounts for the largest share of the \$299 million total, followed by hospitals, the county and then the non-governmental housing agencies. While aggregating the costs at the institutional level, we have yet to consider separately a number of expenditures associated with addressing homelessness, including the provision of housing and social and health services, policing as well as mitigating the consequences of street homelessness, all of which we examine in the next section as we drill into and unpack this aggregated figure.

**Figure 2.** Annual Cost of Addressing Homelessness Across Four Institutional Sectors in OC

**Notes:** Housing agencies are agencies providing overnight shelter, bridge housing, rapid re-housing, or permanent supportive housing services, and the figure provided totals the program budget spent on homelessness across these agencies.

## MAJOR COST CLUSTERS

Having assessed the costs across the institutional sectors intersecting with homelessness in the county, we now turn to an assessment of cost clusters in the areas of health, housing and law enforcement. This assessment is important because it sheds light on the array of costs associated with the major areas of service utilization and need, and directs attention to potential areas of cost savings in the event of the provision of additional, specialized housing.

### Health Care Cluster

Table 12 provides estimates of health care service costs across multiple levels of the medical system. Included are the costs from the Orange County Health Care Agency and the previously discussed Cal Optima and OSPHD data for the county. In addition, we estimated

costs accrued to both independent ambulance companies in the county and to outpatient physical and mental health services (based on data collected from non-governmental agencies and the service-use data from our interviews). Aggregating the costs from each of these entities yields a total health care cost of \$120,582,177.

### Housing Cluster

Table 13 estimates expenditures for housing for people who were formerly homeless from the county, non-governmental housing agencies and eight municipalities reporting housing initiatives in the cost questionnaires they returned. The combined cost for housing or housing-related services (e.g., vouchers) is \$105,932,061.

**Table 12.** Health Care Cluster Costs

| Cost Categories                           | Data Source                                                                                                         | Estimated Cost       |
|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------|----------------------|
| Hospital Inpatient                        | OSPHD data                                                                                                          | \$57,319,434         |
| Orange County Health Care Agency          | County data                                                                                                         | \$25,474,611         |
| Emergency Departments                     | Cal Optima data                                                                                                     | \$19,245,600         |
| Other Physical and Mental Health Services | Service utilization data from our homeless interviews and program cost-per-visit data from our agency questionnaire | \$16,055,550         |
| Ambulance Services                        | CARE Ambulance data and OC HCA data on # of vehicles possessed by OC ambulance companies in 2015                    | \$2,486,982          |
| <b>TOTAL</b>                              |                                                                                                                     | <b>\$120,582,177</b> |

**Table 13.** Housing Cluster Costs

| Cost Categories                                                                                                           | Estimated Cost       |
|---------------------------------------------------------------------------------------------------------------------------|----------------------|
| Municipalities (eight reporting housing initiatives)                                                                      | \$58,841,342         |
| Non-Governmental Housing Agencies                                                                                         | \$34,563,038         |
| County (funding for Continuum of Care, dedicated shelters, veterans affairs, supportive housing, housing choice vouchers) | \$32,530,693         |
| <b>TOTAL</b>                                                                                                              | <b>\$105,932,061</b> |

**Table 14.** Law Enforcement Cluster Costs

| Cost Categories                                                                                                     | Data Source                                                                | Estimated Cost      |
|---------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|---------------------|
| Police Departments (Reports by 17 Municipalities, and Imputation to 1% of Dept. Budget for Other 17 Municipalities) | Municipality questionnaires and online budget data                         | \$17,468,183        |
| Jail/Prison                                                                                                         | Homeless interview data and jail bed cost provided by Sheriff's Department | \$5,523,109         |
| Sheriff's Department (Homeless Liaison Officers)                                                                    | County data                                                                | \$780,000           |
| <b>TOTAL</b>                                                                                                        |                                                                            | <b>\$23,771,292</b> |

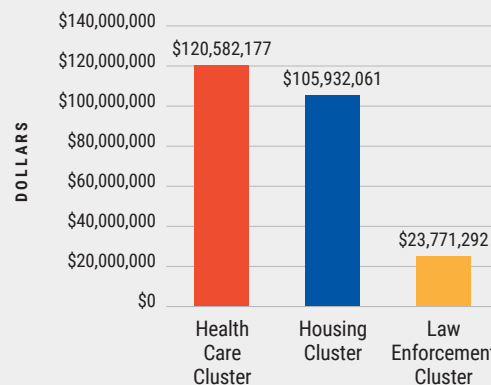
**Notes:** Municipalities reporting a percentage of the police department budget spent on homelessness of under 1% are rounded up to 1%, as are those that did not provide a percentage. These figures do not provide estimates for probation.

## Law Enforcement Cluster

Table 14 provides estimates from aggregating the homelessness-related expenditures from the sheriff's department and the municipal police departments, and from our interviews, asking, among other things, whether they had been jailed or imprisoned in the past month. The total for these three items sum to \$23,771,292, which strikes us as quite conservative given the items not included, such as court costs and probation costs, whether from the county or state.

Figure 3 indicates that the three sets of cluster costs add to \$250,285,530, with the health care cluster at \$120,582,177 accounting for 48% of the total, followed by the housing cluster and then law enforcement. This is a significant finding in that it indicates that the homelessness problem will not be solved by the provision of housing alone, but with housing associated with the provision of sufficient health care and supportive services. This is the promise of permanent supportive housing, of course, but to date Orange County has a serious shortfall in such housing.

It is also interesting to note that the aggregated cluster costs of \$250,285,530 account for 84% of the institutional sector total of \$299,272,655. This is an important finding as well, as it underscores our previous observation that the sector total likely represents a conservative estimate of the costs of homelessness across the county.

**Figure 3.** Annual Cost of Addressing Homelessness Across Three Cost Clusters in OC

# COST AND DEMOGRAPHIC/BIOGRAPHIC COMPARISONS BY CATEGORY OF HOMELESSNESS

In addition to estimating the economic expenditures on homelessness that have accrued to the county, its municipalities and non-governmental service providers, we have also sought to assess the extent to which the costs of serving homeless people vary across the spectrum of those living on the streets and in shelters versus those living in alternative forms of housing. We now turn to this second objective by drawing on the previously discussed 252 in-person surveys in order to assess the demographic distribution of our sampled respondents across the various residential possibilities and to differentiate the per-person average annual costs across categories of chronicity and housing configuration. We begin by considering the socio-demographic and biographic characteristics of our sample by housing category.

## Socio-demographic Comparisons Across Street, Emergency Shelter, Bridge Housing, Rapid Re-Housing and Permanent Supportive Housing

Tables 15 and 16 show how the homeless individuals in our sample are distributed demographically and biographically by residential situation at the time of the interview, ranging from living on the street to residing in permanent supportive housing. Here we note only a few key findings. Considering **gender** first, we find that males are overrepresented among those living on the streets and in shelters in comparison to the total proportion of males in the sample, and underrepresented among those in bridge housing and rapid re-housing. The residential situation of women is the reverse; they are underrepresented on the streets and in shelters, but overrepresented in

Table 15. Socio-Demographic Comparisons Among Sample Across Housing Categories

| Variables                               | Street | Shelter | Bridge | Rapid Re-Housing | Permanent Supportive | TOTAL |
|-----------------------------------------|--------|---------|--------|------------------|----------------------|-------|
| % Male*                                 | 73%    | 65%     | 37%    | 28%              | 53%                  | 57%   |
| % Female*                               | 27%    | 35%     | 63%    | 72%              | 47%                  | 43%   |
| Median age*                             | 48     | 52      | 43     | 42               | 53                   | 50    |
| Race/Ethnicity*                         |        |         |        |                  |                      |       |
| % Hispanic                              | 28%    | 23%     | 46%    | 36%              | 22%                  | 30%   |
| % Non-Hispanic White                    | 52%    | 40%     | 34%    | 28%              | 65%                  | 47%   |
| % Non-Hispanic Black                    | 10%    | 25%     | 12%    | 28%              | 8%                   | 15%   |
| % Asian                                 | 3%     | 9%      | 0%     | 4%               | 2%                   | 4%    |
| % Native American                       | 7%     | 2%      | 2%     | 4%               | 2%                   | 4%    |
| % Foreign-born                          | 10%    | 8%      | 17%    | 16%              | 4%                   | 10%   |
| % Veteran                               | 16%    | 13%     | 5%     | 8%               | 10%                  | 12%   |
| % With any schooling beyond high school | 42%    | 52%     | 51%    | 40%              | 45%                  | 46%   |
| Number Interviewed                      | 89     | 48      | 41     | 25               | 49                   | 252   |

\* Differences between housing categories are statistically significant at p<0.05 level.

bridge and rapid re-housing, largely because there are more housing facilities in the county to accommodate single women and women with children than for single men. However, men and women are almost proportionately represented in permanent supportive housing.

Turning to **age**, the youngest residential inhabitants, in comparison to the median age of 50, are in bridge and rapid re-housing, with the oldest in permanent supportive housing, which makes sense given that chronicity is defined by both length of time homeless and presence of poor health, and chronicity is a pre-requisite for candidacy for permanent supportive housing.

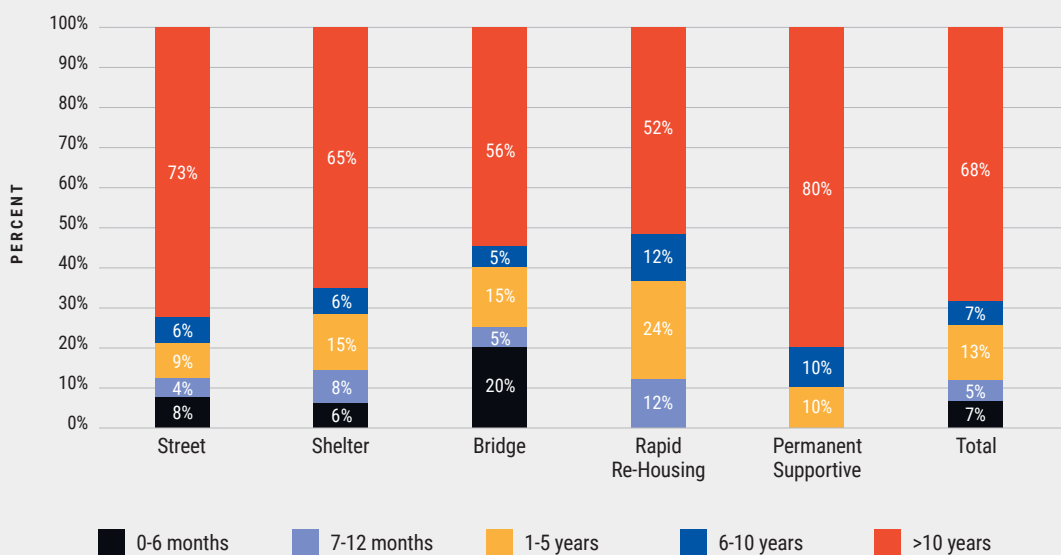
Looking at the distribution across the residential possibilities by **race and ethnicity**, the most striking findings are that non-Hispanic Whites are the only group overrepresented among the homeless living on the street, other than Native Americans, in comparison to their proportion of the total homeless sample, and that they are highly overrepresented in permanent supportive housing (65% compared

to 47% for the overall sample), with all of the other groups underrepresented in permanent supportive housing.

Figure 4 shows the length of time living in Orange County by residential status. Here we see the previously mentioned finding that 68% of the current or previously homeless persons we interviewed have lived in the county for 10 years or more. When we add those who have resided here six years or longer, the percent of long-time current or recent homeless residents jumps to 75 percent. Two other observations also stand out.

The first is that whatever the residential configuration, 50% or more of the homeless sample are long-time county residents, living here 10 years or longer. The second observation is that the data highlights that the homeless categories with the highest proportion of long-time county residents are also those with the highest proportion of chronic homelessness (which we elaborate in the next section) – those living on the streets, in shelters and,

**Figure 4.** Length of Time in Orange County, by Housing Status



most notably, permanent supportive housing. This suggests that some of the county's most vulnerable residents who are most in need of housing and health assistance have been left to survive on the streets through their own subsistence devices, becoming even more compromised over time.

Turning to Table 16, which includes mainly biographic characteristics, we see that around a third of those living on the streets in our sample, and just over 40% in emergency shelters, are classified as chronically homeless. Trying to approximate HUD's operationalization of chronic homelessness (see Glossary), we classified individuals in our sample as chronically homeless if the following conditions obtained: they resided on the street or in an emergency shelter, reported being homeless for 12 or more months in the current spell, and reported one or more disabilities, such as having trouble getting things done over the last 30 days because of alcohol or drugs, and/or difficulty getting from one place to another, working or just getting through the day because of a serious mental illness, PTSD, brain injury or developmental disability, or chronic physical illness.

Illustrative of chronic homelessness so defined is the case of a multi-racial man in his 40s, who we interviewed outside of his makeshift housing arrangement (consisting of discarded, blue construction plastic, 2 X 4s, cement blocks, and scrap, corrugated aluminum) at the Santa Ana riverbed encampment. He had been homeless for six consecutive years and was suffering from asthma, arthritis, anxiety/panic disorder, episodic depression and cancer, for which, he said, he had been hospitalized three times in the past six months for up to three weeks. Clearly there is a spectrum of chronicity, with this encampment resident at the most compromised (and costly) end of the spectrum.

An even more telling characteristic of the homeless population is their limited social capital, as conventionally indicated by various markers of social connection.<sup>22</sup> Here we have three such markers: whether they are married, live alone, and/or live with children. Only 6% of all respondents indicated they were married and 67% said they lived alone; 17% lived with children, most of whom were living in rapid re-housing or bridge housing. Although all of these indicators of connection or social capital

**Table 16.** Socio-demographic Comparisons Among Sample Across Housing Categories

| Variables                                                                  | Street | Shelter | Bridge | Rapid Re-Housing | Permanent Supportive | TOTAL |
|----------------------------------------------------------------------------|--------|---------|--------|------------------|----------------------|-------|
| % Chronically homeless*                                                    | 34%    | 42%     | --     | --               | --                   | --    |
| % Homeless ≥3 years in most recent spell*                                  | 37%    | 46%     | 18%    | 11%              | 88%                  | 42%   |
| % Married                                                                  | 2%     | 2%      | 12%    | 12%              | 10%                  | 6%    |
| % Live alone*                                                              | 71%    | 85%     | 60%    | 8%               | 80%                  | 67%   |
| % Live with children under 18*                                             | 1%     | 0%      | 34%    | 84%              | 12%                  | 17%   |
| Average # children under 18*                                               | 0      | 0       | 0.7    | 1.8              | 0.2                  | 0.3   |
| % Reporting fair/poor health                                               | 53%    | 40%     | 37%    | 28%              | 55%                  | 45%   |
| % Reporting feeling depressed most or all of the time in the last 30 days* | 22%    | 19%     | 5%     | 8%               | 27%                  | 18%   |
| % Experienced sexual and/or physical abuse as a child                      | 27%    | 35%     | 39%    | 36%              | 29%                  | 32%   |
| Number Interviewed                                                         | 89     | 48      | 41     | 25               | 49                   | 252   |

\* Differences between housing categories are statistically significant at  $p < 0.05$  level.

are markedly low, it is interesting to note that those respondents living in bridge and rapid re-housing, with the strongest indication of connection, are least likely to report fair to poor health or feelings of depression most or all of the time in the last 30 days.<sup>23</sup>

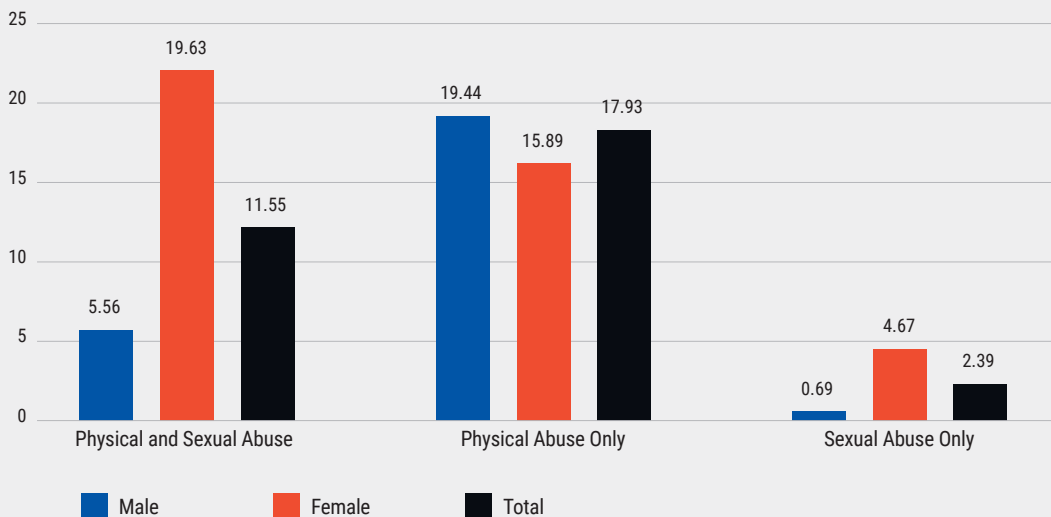
A final biographic characteristic warrants attention: nearly one-third of the 252 individuals interviewed experienced sexual and/or physical abuse as a child, and it occurred almost proportionately across all residential categories. Furthermore, as shown in Figure 5, it is clear that childhood abuse is experienced much more heavily among females who are or were homeless than among males; indeed, almost one in five female respondents experienced both physical and sexual abuse as a child. These are remarkable findings, not only because the incidence of childhood

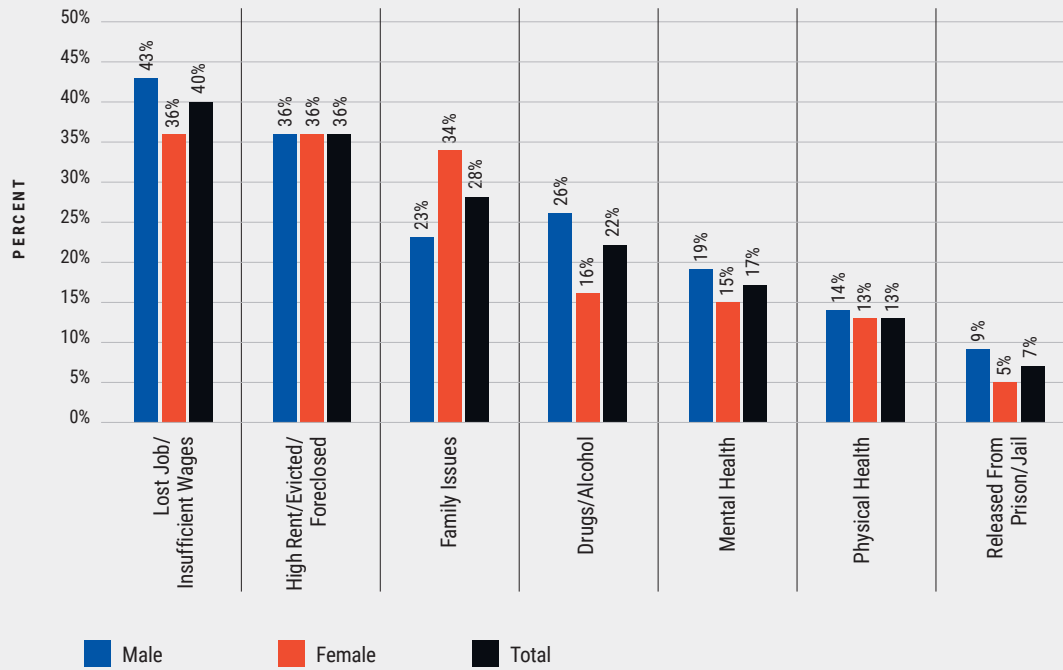
abuse among homeless individuals, and particularly among current or former homeless women, is markedly high, but also because it suggests that the lifelong trauma of such abuse may negatively impact the capacity to form and sustain viable connections. In turn, this experience may increase one's vulnerability to such conditions as homelessness given the absence of affordable housing and/or resources to access that housing. This takes us to consideration of the reasons for or "causes" of homelessness.

### Reasons for Becoming Homeless

One of the questions the 252 respondents were asked concerned the reasons contributing to their becoming homeless in the most recent spell. They were given a list of multiple factors and asked to check or indicate all that applied

**Figure 5.** Abused by Member of Household During Childhood, by Respondent Sex



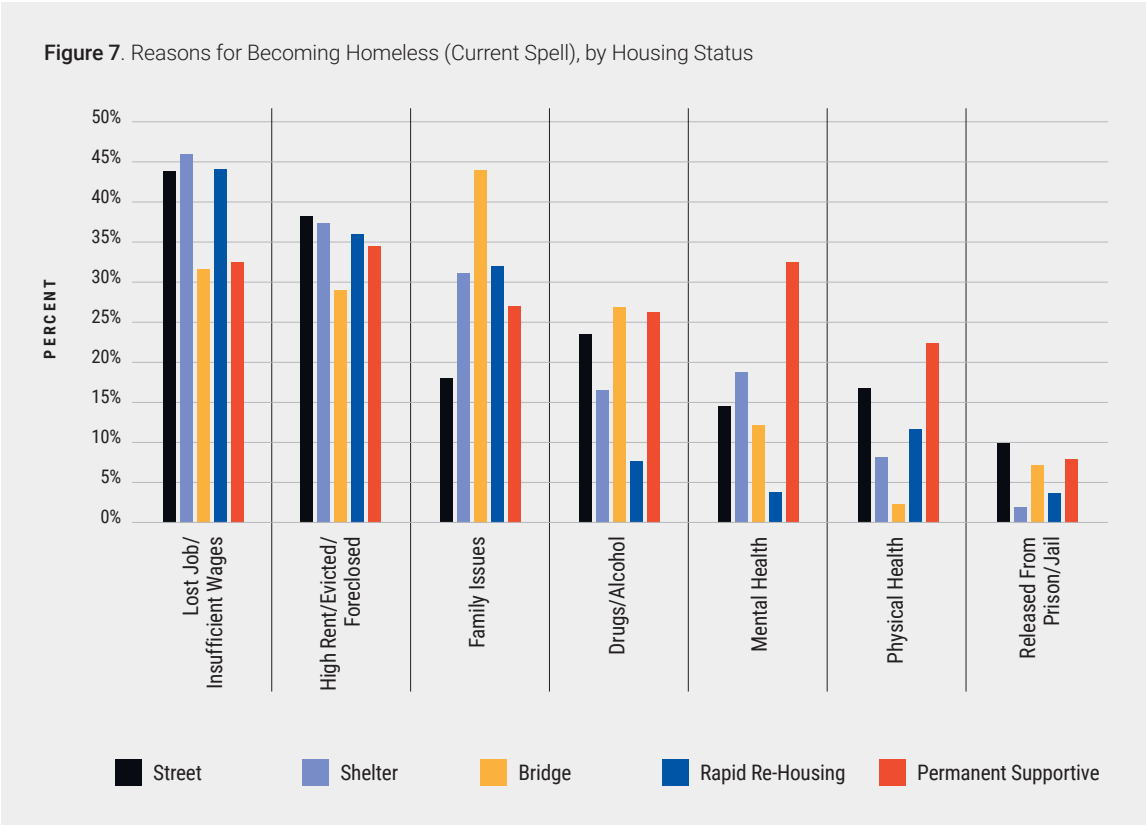
**Figure 6.** Reasons for Becoming Homeless (Current Spell), by Respondent Sex

**Note:** Family issues include domestic violence, indicated by 11% of the sample but 24% of the women, other family relationship issues, which was indicated by 12% of the sample, and family death, indicated by 7%.

to their situation. Figure 6 presents the findings. It shows that the two major sets of factors accounting for homelessness in the experience of our respondents were securing or retaining jobs that paid a living wage (40%) and finding or retaining affordable housing encumbered by the experience of evictions and foreclosures (36%).<sup>24</sup> Other factors in descending order of influence were a cluster of family issues, including domestic violence, family dysfunction, relationship dissolution and death of a family member (28%), substance abuse (22%), mental health (17%), physical health (12%), and release from jail or prison (7%).

These findings are revelatory in the sense that they shift the focus of attention from the often-repeated stereotypical causes of homelessness, namely mental illness and substance abuse, to the gap between the availability of affordable

housing and work that pays a wage sufficient to enable the economically marginal to access that housing. This gap, as is well known, is much larger in Orange County than in most other metropolitan areas of the country. Thus, the findings in Figure 6 suggest that homelessness in the county is caused primarily by the intersection of insufficient income, due to job loss, unemployability or work in the low-wage, secondary labor market, and the county's high-cost housing market, particularly its rental market in relation to homelessness.<sup>25</sup> The other, more individualistic mentioned factors—family dysfunction and abuse, substance abuse and mental and physical health problems—are facilitative rather than determinative in that they increase one's vulnerability to homelessness in such contexts – that is, in the residential contexts in which there is a wide, and often



widening, gap between the availability of low-cost housing and the financial resources to access that housing.

Figure 7 shows the distribution of experienced causes of homelessness by residential status. Consistent with the causal attributions for both men and women in the previous table, we see that income insufficiency and housing affordability are the most often-cited causes across all of the residential configurations. Other than this consistent finding, also interesting is the finding that health-related issues (both mental and physical) are most salient for those in permanent supportive housing, and family issues, especially domestic violence, for those in shelters, bridge housing and rapid-rehousing.

**Employment and Income by Category of Homelessness**

The dilemma confronted by those who are homeless in accessing the low-rent housing market, such as it is, in Orange County, is accented when we consider the median monthly income in our sample. As indicated in the second to last row in the last column of Table 17, the median monthly income from all possible sources is \$860, which is clearly insufficient for accessing the lowest reaches of the rental market in the county. There is noteworthy variation in monthly income by housing status, ranging from a median of \$500 for those living on the streets to a median of \$1,958 for homeless individuals and families

**Table 17.** Employment and Earnings by Housing Category

| Variables                                                         | Street | Shelter | Bridge  | Rapid Re-Housing | Permanent Supportive | TOTAL |
|-------------------------------------------------------------------|--------|---------|---------|------------------|----------------------|-------|
| % Worked in last 30 days*                                         | 15%    | 17%     | 49%     | 76%              | 16%                  | 27%   |
| Median job earnings in last 30 days (includes not employed)*      | \$0    | \$0     | \$420   | \$1,114          | \$0                  | \$0   |
| Median earnings from other sources in last 30 days                | \$410  | \$304   | \$800   | \$490            | \$892                | \$544 |
| Median total earnings from job and other sources in last 30 days* | \$500  | \$520   | \$1,500 | \$1,958          | \$898                | \$860 |
| Number Interviewed                                                | 89     | 48      | 41      | 25               | 49                   | 252   |

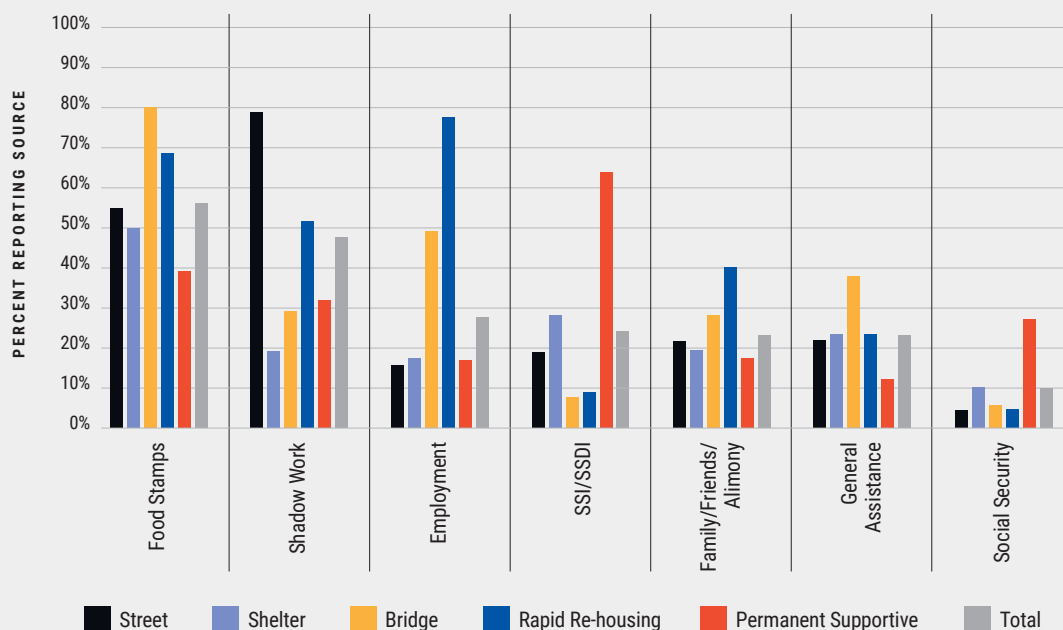
\* Differences between housing categories are statistically significant at  $p < 0.05$  level.

(typically with children) residing in rapid re-housing. Nevertheless, these income levels, across all of the residential situations, still put housing rental out of reach given the previously noted average cost of rent for a single bedroom apartment in the county of \$1,700 to \$1,800 plus in 2015.

Given the low median monthly incomes across the range of residential situations, and

especially for those sleeping on the streets or encampments and in shelters, it is reasonable to wonder how they subsist. What is the source of their incomes, however little or much they make per month? How do they stay afloat, literally? Figure 8 provides some answers.

Scanning Figure 8 clearly indicates that there is no single means or pathway to material and physical subsistence among the homeless

**Figure 8.** Sources of Income in Last Month, by Housing Status

**Table 18.** Average (Mean) Service Utilization in Past Month, by Housing Category

| Variables                                     | Street | Shelter | Bridge | Rapid Re-Housing | Permanent Supportive | TOTAL |
|-----------------------------------------------|--------|---------|--------|------------------|----------------------|-------|
| # times accessed soup kitchen or food pantry* | 16.96  | 22.90   | 2.12   | 2.88             | 2.22                 | 11.45 |
| # times accessed substance abuse services*    | 1.14   | 0.79    | 3.46   | 1.25             | 0.67                 | 1.37  |
| # times in ER                                 | 0.37   | 0.42    | 0.20   | 0.29             | 0.33                 | 0.33  |
| # times in ambulance                          | 0.20   | 0.15    | 0.02   | 0                | 0.06                 | 0.11  |
| # times inpatient in hospital                 | 0.13   | 0.06    | 0.02   | 0                | 0.08                 | 0.08  |
| # times accessed mental health services       | 1.18   | 0.54    | 1.61   | 0.83             | 1.31                 | 1.12  |
| # times accessed other health services*       | 0.63   | 0.52    | 0.85   | 0.71             | 1.78                 | 0.88  |
| # nights in shelter or emergency shelter*     | 0.24   | 18.48   | 2.15   | 0                | 0                    | 3.97  |
| Number Interviewed                            | 89     | 48      | 41     | 24               | 49                   | 251   |

\* Differences between housing categories are statistically significant at  $p < 0.05$  level.

**Note:** "Other health services" encompass any physical health services not detailed above, e.g., annual physicals, physician office visits, etc.

population across their varying residential situations. Rather, whatever the housing status, it appears that subsistence is contingent on cobbling together a mix of resources drawn from various sources and limited possibilities. The spectrum of possibilities includes food stamps, "shadow work" such as canning, flying signs and panhandling,<sup>26</sup> employment via regular work and/or day labor, SSI and SSDI, securing support from family or friends, general assistance, and Social Security.<sup>27</sup>

In addition to showing that most people experiencing homelessness pursue a mixture of subsistence strategies or possibilities, the strategies vary considerably across the different housing situations, with shadow work figuring most prominently in the subsistence

of the street homeless, food stamps most importantly for those in bridge housing, and employment engaged in most often by residents of rapid re-housing.

### Service Utilization by Category of Homelessness

As a first step in assessing the cost savings of housing the homeless, we examine differences by housing configuration in the utilization of social and health services as well as contacts with the criminal justice system. In the Cost of Services Used by Category of Homelessness section (pages 40-42), we will assign costs to these encounters based on information provided through our other data sources.

**Table 19.** Average (Mean) Criminal Justice Contacts in Past Month, by Housing Category

| Variables                                | Street | Shelter | Bridge | Rapid Re-Housing | Permanent Supportive | TOTAL |
|------------------------------------------|--------|---------|--------|------------------|----------------------|-------|
| # times ticketed*                        | 0.68   | 0.10    | 0.11   | 0.05             | 0.08                 | 0.30  |
| # times appeared in court                | 0.20   | 0.08    | 0.22   | 0.29             | 0.02                 | 0.15  |
| # times arrested*                        | 0.15   | 0.02    | 0.02   | 0                | 0                    | 0.06  |
| # nights in holding cell, jail or prison | 0.34   | 0.17    | 0.37   | 0                | 0                    | 0.21  |
| Number Interviewed                       | 89     | 48      | 41     | 24               | 49                   | 251   |

\* Differences between housing categories are statistically significant at  $p < 0.05$  level.

**Table 20.** Average (Mean) Service Utilization and Criminal Justice Contacts in Past Month, Comparing Chronically Homeless with Those in Permanent Supportive Housing

| Variables                                     | Chronically Homeless in Street or Shelter | Permanent Supportive |
|-----------------------------------------------|-------------------------------------------|----------------------|
| # times accessed soup kitchen or food pantry* | 19.13                                     | 2.22                 |
| # times in ER                                 | 0.58                                      | 0.33                 |
| # times in ambulance*                         | 0.27                                      | 0.06                 |
| # times inpatient in hospital                 | 0.17                                      | 0.08                 |
| # times accessed other health services*       | 0.62                                      | 1.78                 |
| # times ticketed*                             | 0.46                                      | 0.08                 |
| # times arrested*                             | 0.15                                      | 0                    |
| # times appeared in court*                    | 0.20                                      | 0.02                 |
| # nights in holding cell, jail or prison      | 0.13                                      | 0                    |
| # nights in shelter or emergency shelter*     | 6.9                                       | 0                    |
| Number Interviewed                            | 53                                        | 49                   |

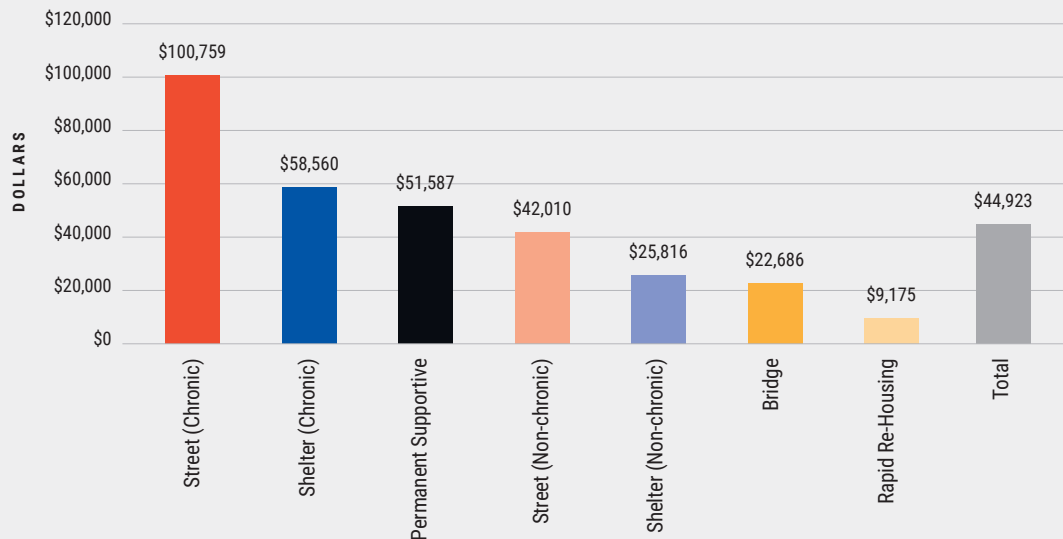
\* Differences between housing categories are statistically significant at  $p < 0.05$  level.

As can be observed in Table 18 (page 37), social and health service utilization in the last month is lower among the housed than the unhoused across the majority of service types. For example, respondents in rapid re-housing reported 100% fewer ambulance transports and inpatient stays than respondents living on the street, and 83% fewer soup kitchen or food pantry visits. Table 19 (page 37) also shows large differences between the housed and unhoused in the number of reported criminal justice contacts in the past month, with far fewer contacts of all types among those housed, particularly those in permanent supportive housing.

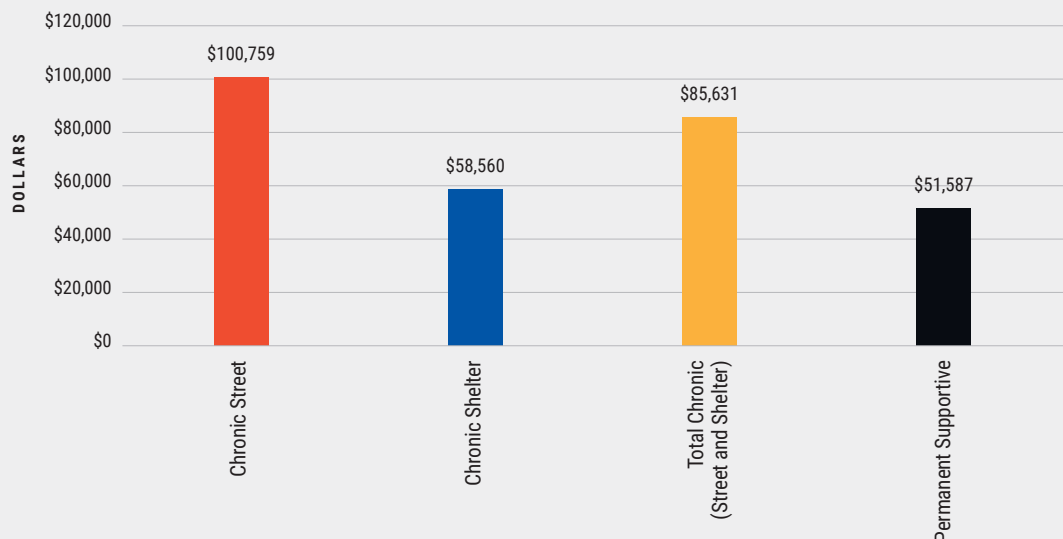
Because permanent supportive housing is targeted to the chronically homeless in particular, in Table 20 we compare permanent supportive housing clients to the group that provides a more direct comparison: the chronically homeless that are currently on the street or in emergency shelters. As in Tables 18 and 19, trends toward lower service utilization and fewer criminal justice contacts can be

observed for virtually all categories of service. For example, permanent supportive housing clients reported 88% fewer soup kitchen or food pantry visits, 78% fewer ambulance transports, 100% fewer arrests, and 90% fewer court appearances in the last month than those who were chronically homeless.

In both Tables 18 and 20, other (non-hospital) health services are the main exception to the trends toward lower service utilization among those who are housed. The housed use these types of health services more frequently than the unhoused, perhaps because once housed they are better able to access needed routine and preventive services. This may also reflect a shift toward outpatient rather than hospital visits. Either way, accessing these types of health services can be expected to decrease overall health service costs. Use of substance abuse services is also greater among those in bridge and rapid re-housing (Table 18), which may reflect utilization of services required by the particular housing providers.

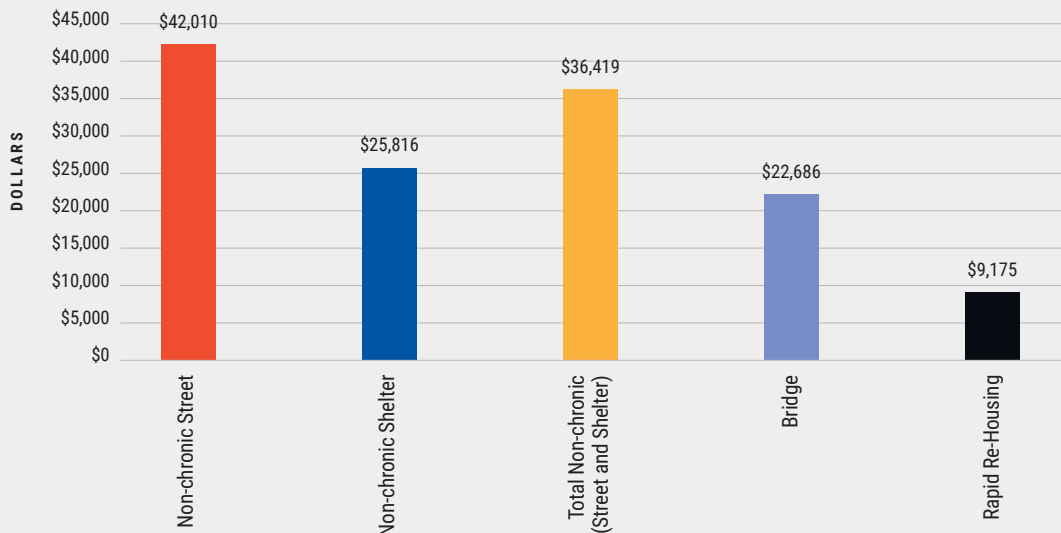
**Figure 9.** Mean Cost Per Person for Service Utilization in Last Year, by Housing Configuration

**Notes:** Cost estimates consider utilization of soup kitchens, food pantries, substance abuse services, ambulance services, ER services, inpatient hospital stays, mental health services, other health services, motel/voucher/rental assistance services, shelter nights, bridge housing nights, rapid re-housing nights, permanent supportive housing nights, policing, nights in jail/prison. These estimates do not capture other potential costs, including probation, changes in property values, park maintenance costs, etc. Reports from the last month are annualized.

**Figure 10.** Mean Cost Per Person for Service Utilization in Last Year, Comparing Permanent Supportive Housing Clients to the Chronically Homeless

**Note:** See notes in Figure 9.

**Figure 11.** Mean Cost Per Person for Service Utilization in Last Year, Comparing the Non-chronically Homeless to Bridge and Rapid Re-Housing Clients



**Note:** See notes in Figure 9.

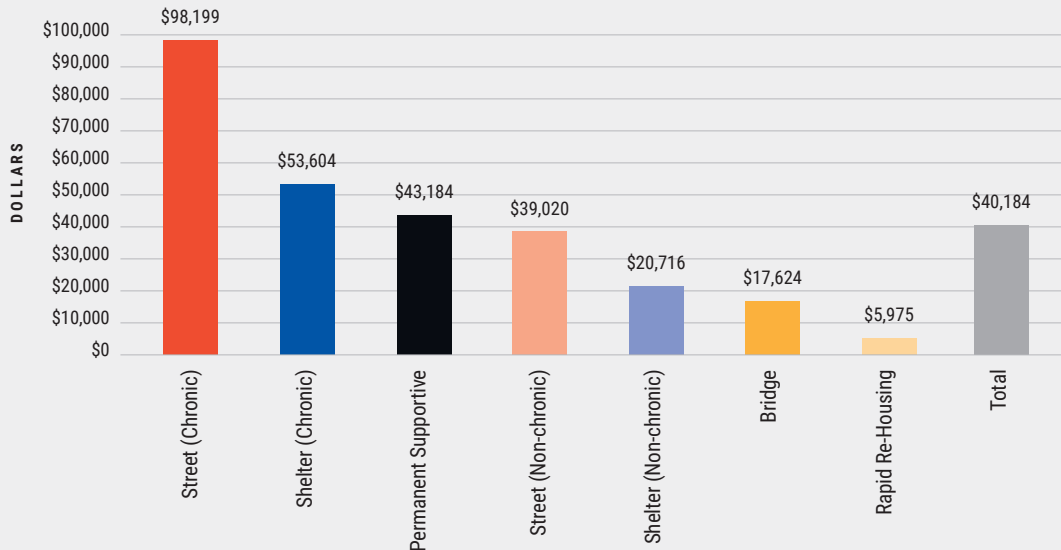
### Cost of Services Used by Category of Homelessness

To differentiate the per-person average annual costs across categories of chronicity and housing configuration, we triangulate data from the in-person survey interviews and the institutions/organizations. Specifically, the interviews were used to identify frequency of service utilization in the last month for individuals who fall into the various categories of homelessness; these results were provided above in the Service Utilization by Category of Homelessness section (pages 37-38). We then use data on average cost per encounter provided by the institutions/organizations (for example, the average cost of an emergency room visit, average cost of an ambulance ride or average program cost of a night of permanent supportive housing), to assign cost estimates to the service information provided by our respondents. For example, if an individual reported two emergency room visits in the last

month, the monthly cost for this service would be estimated as \$900 per visit x two visits = \$1,800. Monthly service costs were annualized assuming equal service utilization across all months of the year.

Based on this methodology, we estimate from our interviews that **the mean annual cost per person for all services, across all categories of housing configuration and chronicity, is approximately \$45,000** (Figure 9, page 39). Heavy service consumers, particularly of health and medical services, drive the average cost up greatly; so much so that if the most-costly 10% are dropped from the analysis, the mean annual cost per person drops from \$45,000 to approximately \$10,000.

Figure 9 shows differences in the mean annual per capita cost of services across all of the housing configurations. Figures 10 and 11 (pages 39-40) provide comparisons more focused on the target populations for each

**Figure 12.** Mean Cost Per Person for Health Service Utilization in Last Year, by Housing Configuration

**Note:** Cost estimate considers utilization of substance abuse services, ambulance services, ER services, inpatient hospital stays, mental health services, and other health services. Reports from the last month are annualized.

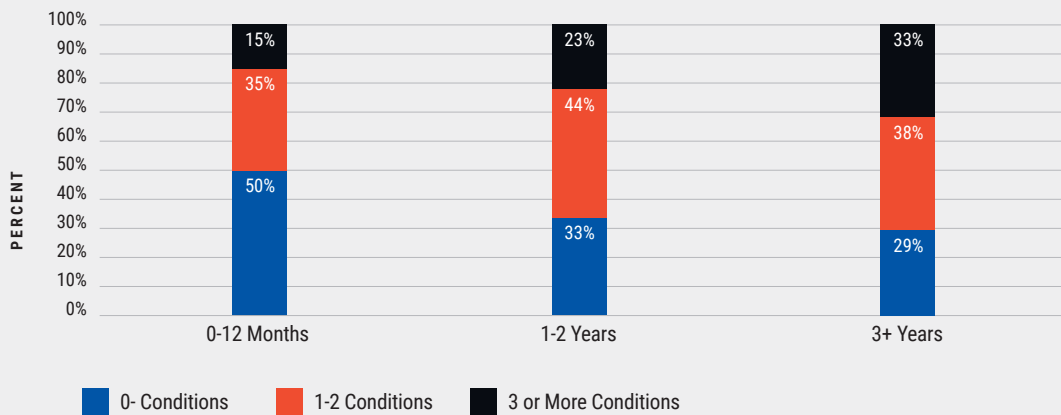
of the housing types. In particular, Figure 10 (page 39) compares chronically homeless respondents on the street and in emergency shelters to respondents in permanent supportive housing. It indicates that as a result of the decreases in service utilization and criminal justice contacts documented in Table 20, the estimated average annual cost of services is approximately 50% lower for the homeless in permanent supportive housing (\$51,587) compared to the chronically homeless living on the streets (\$100,759), even after taking into consideration the program costs of permanent supportive housing. When the chronically homeless on the streets and in emergency shelters are considered together, the mean annual cost for permanent supportive housing clients is 40% lower than that of the combined group (\$51,587 versus \$85,631).

Figure 11 (page 40) shows that for the non-chronically homeless, also, the annual cost of services and criminal justice contacts incurred

by the housed is lower than the cost of services for unhoused, even net of the program costs of housing. Specifically, the average annual cost for those housed in rapid re-housing (\$9,175) and bridge housing (\$22,686) is 75% and 38% lower, respectively, than the annual cost for the non-chronically homeless on the street and in emergency shelters (\$36,419).

Figure 12 shows differences by housing configuration in the mean annual cost per person for *health services* only. Because health service costs (particularly ER and inpatient hospital visits) are among the most expensive, the dollar amounts given in Figure 12 are not much lower than the costs for all services shown in Figures 9 through 11 (pages 39-40). The mean annual cost per person for health services is just over \$40,000 when aggregated over all categories of housing configuration and chronicity. The estimated average annual cost of health services incurred by the chronically homeless on the street (\$98,199) is more than

**Figure 13.** Number of Chronic Physical Health Conditions Reported by Street/Shelter Homeless, by Length of Time on the Street



**Note:** Chronic physical health conditions include arthritis, asthma, cancer, cardiovascular disease, chronic bronchitis, chronic obstructive lung disease, cirrhosis or severe liver damage, diabetes, emphysema, epilepsy or other seizure disorder, HIV/AIDS, hypertension, leukemia and lymphoma.

double that of those in permanent supportive housing (\$43,184). The health costs estimated for those in rapid re-housing and bridge housing are also lower than those estimated for both the non-chronically and chronically homeless on the streets and in emergency shelters.

Figure 13 provides some context for these findings by showing the concentration of poor health among the chronically homeless. While 50% of individuals on the street for under a year report no chronic physical health conditions, this drops to 29% among individuals on the street for three or more years. Similarly, the proportion of individuals with three or more health conditions is 15% for those on the street for under a year, jumping to 33% for those on the street for more than three years. These patterns make unequivocally clear the temporal relationship between homelessness and health: whatever health conditions one brings with them when they become homeless will be exacerbated the longer they are living on the streets or in shelters, and the longer one is homeless, the greater the odds of being encumbered with new health conditions.

Overall, then, the findings presented in this section provide a consistent and compelling pattern: **costs are markedly lower among the formerly homeless who are now housed.** Potential cost savings from providing housing are suggested for both the chronically and non-chronically homeless.

### Chronicity, Housing and Potential Cost Savings

In the Cost of Services Used by Category of Homelessness section (pages 40-42), based on findings presented in Figure 10, we noted that the estimated mean annual cost of services and criminal justice contacts is 40% lower for permanent supportive housing clients relative to the chronically homeless living on the streets and in emergency shelters (\$51,587 versus \$85,631). From this difference in costs, we can derive an estimate of the potential cost savings from placing all of the Orange County chronically homeless into permanent supportive housing. The 2015 Point-in-Time (PIT) survey indicated that there were 3,126 homeless on the streets or in emergency shelters in

Orange County. If 39% of these individuals are chronically homeless (based on the percentage in our sample), this suggests a total of 1,219 chronically homeless individuals in the county.

The total annual cost of services for the chronically homeless can be estimated as 1,219 individuals multiplied by \$85,631 per person, which equals \$104,384,189. The annual cost if these individuals were instead in permanent supportive housing can be estimated as 1,219 multiplied by \$51,587, or \$62,884,553.<sup>28</sup> From these two figures, we estimate a cost savings of approximately **\$41.5 million per year** (\$104,384,189 minus \$62,884,553) if all Orange County chronically homeless on the streets and in emergency shelters were placed into permanent supportive housing.<sup>29</sup>

Finally, to provide a sense of the extent to which the heaviest service users drive the cost differences observed in Figures 9 through 12, Table 21 presents the 25th, 50th, 75th and 90th percentiles for the annual per capita cost of services, by housing configuration. The 50th percentile figures represent the median costs—50% of the homeless in each category have costs below the figure provided, and 50% above. The 90th percentile figures represent upper decile costs—90% of the homeless incurred costs lower than the given amount, and 10% incurred costs above. Table 21 indicates that the potential cost savings of housing

the homeless are greatest for the chronically homeless who are *the most heavy service users*, particularly those in the upper decile of costs. Ten percent of the chronically street homeless incur annual costs higher than \$439,787, and 10% of the chronically homeless in emergency shelters incur costs in excess of \$433,845 per person. By contrast, the comparable figure for the most costly 10% of those in permanent supportive housing is only \$55,332. These differences amount to a \$384,455 annual savings per the most-chronically homeless living on the streets, and a \$338,513 annual savings per the high-end chronically homeless residing in emergency shelters.

Given these striking cost discrepancies and savings, it would appear fiscally irresponsible, as well as inhumane, not to provide permanent supportive housing for these individuals. But two obstacles stand in the way of doing so: the most obvious one is the shortfall in permanent supportive housing units across the county and its municipalities; the second and less obvious obstacle is the protracted process through which the severely chronically homeless are identified, slotted for, and moved into permanent supportive housing.

To illustrate and put some flesh on these figures and challenges, let us consider one of Orange County’s “million-dollar Murrays.” Murray is/was a chronically homeless, alcoholic man living

**Table 21.** Per Capita Annual Cost of Services, by Housing Configuration Across the Distribution

| Housing Configuration        | 25%     | 50%      | 75%      | 90%       |
|------------------------------|---------|----------|----------|-----------|
| Street (Chronic)             | \$3,010 | \$11,372 | \$21,720 | \$439,787 |
| Shelter (Chronic)            | \$1,695 | \$8,081  | \$33,740 | \$433,845 |
| Permanent Supportive Housing | \$9,914 | \$11,094 | \$16,844 | \$55,334  |
| Shelter (Non-chronic)        | \$3,897 | \$7,880  | \$14,459 | \$28,384  |
| Street (Non-chronic)         | \$1,180 | \$4,870  | \$14,640 | \$27,680  |
| Bridge                       | \$6,158 | \$10,166 | \$16,768 | \$24,827  |
| Rapid Re-Housing             | \$3,394 | \$5,161  | \$12,477 | \$18,233  |

for years on the streets of Reno, Nevada, who was immortalized by Malcolm Gladwell's *New Yorker* essay titled "Million Dollar Murray."<sup>30</sup> It was so titled because of the expenses Murray reportedly accumulated, estimated to be a million dollars or more over the course of his 10 years on the streets. Using Gladwell's appellation as an umbrella-like metaphor, we interviewed a good number of people living on the street whose experiences cluster under that umbrella because of the cost of severe chronic homelessness. One such person we interviewed, who we'll call Charlie, was a heavy-set, 65-year-old, wheelchair-bound White male who had been homeless and living on the streets for the past 17 years. Charlie says he initially became homeless after his biological mother passed away and his step-father threw him out of the house to make room for a new woman-friend. At the time, Charlie was financially-strapped, severely overweight, and already compromised physically. At the time we interviewed him 17 years later, the years of being homeless, usually "sleeping rough" in parks, hidden alcoves and at bus stations, had clearly taken its toll. When asked about the health conditions he currently had, Charlie checked off diabetes, asthma, chronic obstructive lung disease, high blood pressure, heart disease, and physical disability due to his inability to walk, as evidenced by the wheelchair in which he was sitting. We also asked Charlie, as we did all of the persons we interviewed, whether he had been to an emergency room, hospitalized and transported by an ambulance during the past month or six months. Charlie couldn't pin down the exact times, but did say, and repeated again, that during the past year he had gone to an emergency room 12 times, was transported by ambulance each time, and was hospitalized eight times, twice due to heart problems. When we multiplied each

of these encounters by the average cost per encounter, the total cost was over \$300,000, but we suspect the actual cost of these encounters was much more because of the severity of Charlie's health problems. And this was for only medical emergencies for one year. Charlie also frequented soup kitchens regularly and would go to an emergency shelter when he could when the weather turned bad, always getting about by public transit.

Returning to "Million Dollar Murray," recall that the estimated million was for a 10-year period. Charlie, in contrast, has been homeless for 17 years and is equally, if not more compromised, health-wise, than Murray. Moreover, we know that for at least one of those 17 years Charlie accumulated emergency and hospitalization costs of over \$300,000, and we have good reason to suspect that he accumulated similar annual costs over the 17 years given his many health problems. Thus, we have good reason to assume that Charlie has been a "Million Dollar Murray" times a factor of three or four.

The bicycle police officer in Reno, who came to know Murray well, concluded, "It cost us one million dollars not to do something about Murray." We in Orange County might turn that into a question regarding Charlie, and ask: What does it cost us—that is, the county, its municipalities, hospitals and agencies—to keep Charlie and others like him on the streets, as well as those who are not currently as encumbered physically and mentally but may become so the longer they are homeless?

It has been the aim of this study to answer that question, and we now know that the answer is "plenty," and a "whole, whole lot more" than if Charlie and other chronically and non-chronically homeless were housed in the appropriate configuration of housing.

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## GLOSSARY

**Chronically Homeless Individuals** refers to those homeless who have been continuously homeless for one year or more, or who have experienced at least four episodes of homelessness in the last three years where the combined length of time homeless in those occasions is at least 12 months, and who have a diagnosable disability (e.g., serious mental illness, developmental disability, post-traumatic stress disorder, substance use disorder, cognitive impairments resulting from a brain injury or chronic physical illness or disability).

**Continuums of Care (CoC)** are local planning bodies ideally responsible for coordinating the full range of homeless services in a geographic area, which may cover a city, county, metropolitan area or an entire state. According to HUD, it is “a community plan to organize and deliver housing and services to meet the specific needs of people who are homeless as they move to stable housing and maximize self-sufficiency. It includes action steps to end homelessness and prevent a return to homelessness.” Components include prevention, street outreach, a Coordinated Entry System (see below), emergency shelter, bridge housing and permanent housing placement through rapid re-housing and permanent supportive housing. To receive federal financial support for homeless services, HUD requires each community to work collaboratively to submit a single CoC application rather than allowing applications from individual providers in a community. HUD’s intent underlying this application process is to stimulate community-wide planning and coordination of programs for homeless individuals and families.

**Coordinated Entry System (CES)** encompasses a process developed to ensure that all people experiencing a housing crisis have fair and equal access and are quickly identified, assessed, referred and connected to housing and assistance based on their needs. The Coordinated Entry System allows resources to be better matched with individuals’ needs. A key component of this system is the Vulnerability Index – Service Prioritization Assistance Tool (VI-SPDAT) [see below].

**Homelessness** is variously defined depending on the governmental entity. The most commonly referenced and restrictive is HUD’s, which includes four clusters of individuals: (1) individuals and families who lack a fixed, regular, and adequate nighttime residence, as defined; (2) individuals and families who will imminently lose their primary nighttime residence; (3) unaccompanied youth and families with children and youth who are defined as homeless under other federal statutes who do not otherwise qualify as homeless under this definition; and (4) individuals and families who are fleeing, or are attempting to flee, domestic violence, dating violence, sexual assault, stalking or other dangerous or life-threatening conditions that relate to violence against the individual or a family member. Somewhat more expansive is the definition from the McKinney-Vento Homeless Assistance Act which is used by many federal programs: A homeless person is an individual without permanent housing who may live on the streets; stay in a shelter, mission, single room occupancy facilities, abandoned building or vehicle; or in any other stable or non-permanent situation. This also includes persons who are “doubling up” and previously homeless individuals who are to be released from prison or a hospital without a stable residence to

which they can return (National Health for the Homeless Council, 2016).

### **Homeless Management Information System**

**(HMIS)** is a HUD-based local information technology system used to collect homeless, client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. Each Continuum of Care is responsible for selecting an HMIS software solution that complies with HUD's data collection, management, and reporting standards. When the system is fully and reliably functional at the community level, the data has been used as the basis for conducting cost studies wherein encrypted identifiers from recently homeless adults residing in housing for the homeless, typically permanent supportive housing, are matched with correspondingly encrypted identifiers from the service records of relevant city, county or state agencies (e.g., county departments of health, public health and mental health, sheriff and probation departments, and local or state hospitalization records).

**Permanent Supportive Housing (PSH)** is a program designed to provide housing (project- and tenant-based) and supportive services on a long-term basis to formerly chronic homeless people. In addition to being homeless, clients are required to have a disability. As such, clients are typically categorized as chronically homeless. The program is based on a "housing first" approach to homelessness.

**Point-in-Time Counts** are one-night, unduplicated counts of the literally homeless within communities as defined by HUD. The literally homeless include those living unsheltered on the streets, in a vehicle or other places not fit for human habitation or in emergency shelters. These counts provide snapshot estimates of the incidence of homelessness, since many people considered homeless, such as those in prison or jail, living

in motels /hotels or "couch surfing," are not included. The one-night counts are conducted by Continuums of Care nationwide and occur during the last week in January of each year.

**Rapid Re-Housing (RRH)** is a housing model designed to provide temporary housing assistance to people experiencing homelessness, moving them quickly out of homelessness and into housing, typically for six months or less. It provides time-limited assistance for market-rate rental units that covers move-in costs, deposits and rental and/or utility assistance.

**Bridge Housing** is a housing program that provides temporary residence, ranging from six to 24 months, for people experiencing homelessness. It typically includes supportive services to help residents secure some stability and enhance their employability, with many residents being employed. In addition to being referred to as "bridge" and "interim" housing, it is sometimes called "transitional" housing. Whatever the preferred term, its application is much the same: relatively short-term housing that ideally is to function as a conduit to a more permanent housing situation.

### **Vulnerability Index – Service Prioritization**

**Decision Assistance Tool (VI-SPDAT)** is an assessment tool used within the Coordinated Entry System to prioritize which homeless should receive housing assistance first. It is designed to assist case management and to improve housing stability outcomes via homeless clients' responses to a short set of questions regarding their history of housing and homelessness, risk, daily functioning, and wellness. With each question, the respondent is given a point for answering "Yes," thus exhibiting increased vulnerability and a higher score for service priority. By using the SPDAT, social services can target vulnerable homeless populations that are most service-dependent and in need of assistance.

# APPENDICES

## APPENDIX 1 | STUDY ADVISORY COMMITTEE

**Whitney Ayers**  
Regional Vice President, Orange County,  
Hospital Association of Southern California

**Julia Bidwell**  
Deputy Director for Housing and Community  
Development, Orange County Community  
Resources, County of Orange

**Helen Cameron**  
Director of Supportive Housing, Jamboree

**Max Gardner**  
President and Chief Executive Officer,  
Orange County United Way

**Kimberly Goll**  
Executive Director, Children & Families  
Commission of Orange County

**Larry Haynes**  
Executive Director, Mercy House and Chair  
of Prevention and Outreach Workgroups  
of Commission to End Homelessness

**Becks Heyhoe**  
Housing and Income Program Manager,  
Orange County United Way

**Scott Larson**  
Executive Director, HomeAid and Chair  
of Commission to End Homelessness

**Karen McGlinn**  
Chief Executive Officer, Share Our Selves

**Carolyn McInerney**  
Manager of Special Projects, CEO Office,  
County of Orange

**George Searcy**  
Vice President, Jamboree

**Heather Stratman**  
Chief Executive Officer, Association of California  
Cities-OC

**Brenyale Toomer-Byas**  
Director of Housing and Income, Orange County  
United Way

**Carla Vargas**  
Chief Operating Officer, Orange County  
United Way

**Margie Wakeham**  
Executive Director, Families Forward

**Karen Williams**  
President & Chief Executive Officer, 2-1-1 Orange  
County and Co-Chair of Data Workgroup of  
Commission to End Homelessness

**UNIVERSITY OF CALIFORNIA, IRVINE (UCI)  
RESEARCH TEAM:**

**Colin Bernatzky**  
Graduate Research Assistant, UCI

**Rachel Goldberg**  
Assistant Professor, Department of Sociology, UCI

**David Snow**  
Distinguished Professor of Sociology, UCI

**Sara Villalta**  
Graduate Research Assistant, UCI

APPENDIX 2 | MUNICIPALITY COST QUESTIONNAIRE

Orange County United Way, Jamboree & UCI Study of the Costs of Homelessness

We are soliciting your cooperation in our efforts to conduct a cost study of homelessness in Orange County. By homelessness, we refer, in accordance with HUD, to individuals or families who reside in places not meant for human habitation, or in emergency, transitional or supportive housing when they came from the streets, or who have been evicted from private dwellings, discharged from an institution, or are fleeing domestic violence without the resources or networks needed to obtain housing. Please contact Dr. David A. Snow with any questions or concerns (dsnow@uci.edu). Thank you for your cooperation and support.

Municipality: \_\_\_\_\_

Address: \_\_\_\_\_

Name of Municipal Respondent: \_\_\_\_\_ Respondent Phone #: \_\_\_\_\_

Respondent Email: \_\_\_\_\_ Date: \_\_\_\_\_

- 1. What is the population of the municipality?
- 2. What was the total budget of the municipality for FY2014/15?
- 3. Approximately what percent of the total budget was spent on homelessness?
- 4. Please complete the following table to the best of your ability. Some of the department designations may not apply in your case, so please ignore or modify as appropriate:

| City Department:                 | FY2014/2015 Budget | Approximate % of Department Budget Spent on Homelessness |
|----------------------------------|--------------------|----------------------------------------------------------|
| Mayor/Council                    |                    |                                                          |
| City Attorney                    |                    |                                                          |
| City Manager                     |                    |                                                          |
| Community Development            |                    |                                                          |
| Economic Development             |                    |                                                          |
| Fire Department                  |                    |                                                          |
| Emergency Medical Services (EMS) |                    |                                                          |
| Parks and Recreation             |                    |                                                          |
| Police Department                |                    |                                                          |
| Other: (specify)                 |                    |                                                          |
| Other: (specify)                 |                    |                                                          |
| Other: (specify)                 |                    |                                                          |

- 5. List 3 to 4 non-government agencies that are key service providers for the homeless in your municipality:
- 6. List key health service providers in your municipality:
- 7. List major locations in your municipality where the street homeless congregate:

## APPENDIX 3 | SOCIAL SERVICE AGENCIES QUESTIONNAIRE

## Orange County United Way, Jamboree &amp; UCI Study of the Costs of Homelessness

We are soliciting your cooperation in our efforts to conduct a cost study of homelessness in Orange County. By homelessness, we refer, in accordance with HUD, to individuals or families who reside in places not meant for human habitation, or in emergency, transitional or supportive housing when they came from the streets, or who have been evicted from private dwellings, discharged from an institution, or are fleeing domestic violence without the resources or networks needed to obtain housing. Please contact Dr. David A. Snow with any questions or concerns (dsnow@uci.edu). Thank you for your cooperation and support.

Organization Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of Organizational Respondent: \_\_\_\_\_

Respondent Phone #: \_\_\_\_\_

Respondent Email: \_\_\_\_\_

Date: \_\_\_\_\_

1. How many clients did your organization serve in 2015?
2. What were your organization's total program expenses for 2015? (By program costs, we mean expenses reported in IRS Form 990 minus administrative and fundraising costs.)
3. What percent of the total budget was spent on homelessness in 2015? (Provide your best guess if this percentage is not known.)
4. What percentage of your service encounters were with the homeless in 2015? (Provide your best guess if this percentage is not known.)
5. Which of the following services does your organization offer?

|                          |                              | Service Offered?         |                          | If Yes, Estimated Program Cost of Service Per Encounter (2015)* | If Yes, Estimated # of Homeless Served (2015) |
|--------------------------|------------------------------|--------------------------|--------------------------|-----------------------------------------------------------------|-----------------------------------------------|
|                          |                              | Yes                      | No                       |                                                                 |                                               |
| Health:                  | Substance Abuse Services     | <input type="checkbox"/> | <input type="checkbox"/> |                                                                 |                                               |
|                          | Mental Health Services       | <input type="checkbox"/> | <input type="checkbox"/> |                                                                 |                                               |
|                          | Ambulance Services           | <input type="checkbox"/> | <input type="checkbox"/> |                                                                 |                                               |
|                          | Other Health Services        | <input type="checkbox"/> | <input type="checkbox"/> |                                                                 |                                               |
| Food & Hygiene Services: | Soup Kitchen                 | <input type="checkbox"/> | <input type="checkbox"/> |                                                                 |                                               |
|                          | Food Pantry                  | <input type="checkbox"/> | <input type="checkbox"/> |                                                                 |                                               |
|                          | Hygiene and/or Clothing      | <input type="checkbox"/> | <input type="checkbox"/> |                                                                 |                                               |
| Housing**:               | Shelter/Emergency Shelter    | <input type="checkbox"/> | <input type="checkbox"/> |                                                                 |                                               |
|                          | Transitional Housing         | <input type="checkbox"/> | <input type="checkbox"/> |                                                                 |                                               |
|                          | Rapid Re-Housing             | <input type="checkbox"/> | <input type="checkbox"/> |                                                                 |                                               |
|                          | Permanent Supportive Housing | <input type="checkbox"/> | <input type="checkbox"/> |                                                                 |                                               |
| Other:                   | Referral Service             | <input type="checkbox"/> | <input type="checkbox"/> |                                                                 |                                               |
|                          | Crisis Service               | <input type="checkbox"/> | <input type="checkbox"/> |                                                                 |                                               |

\* Our definition of "encounter" is flexible depending on the type of service (for example, it can be a meal, a clinical visit, a counseling session, a night in an emergency shelter, the cost per year for a housing unit, etc.). We do ask that you please specify what definition you are using (e.g., cost per housing unit per year) in each cell you fill in.

\*\* Per year

6. If your organization provides housing, how many beds does it have for single adults or youth?
7. If your organization provides housing, how many units for families does it have?
8. Is your organization 501(c)(3) tax-exempt? ☐ 501(c)(3) ☐ Other \_\_\_\_\_
9. Does your organization receive funding from HUD? ☐ Yes ☐ No

APPENDIX 4 | HOSPITAL AND EMERGENCY ROOM QUESTIONNAIRE

Orange County United Way, Jamboree & UCI Study of the Costs of Homelessness

We are soliciting your cooperation in our efforts to conduct a cost study of homelessness in Orange County. By homelessness, we refer, in accordance with HUD, to individuals or families who reside in places not meant for human habitation, or in emergency, transitional or supportive housing when they came from the streets, or who have been evicted from private dwellings, discharged from an institution, or are fleeing domestic violence without the resources or networks needed to obtain housing. Please contact Dr. David A. Snow with any questions or concerns (dsnow@uci.edu). Thank you for your cooperation and support.

Hospital Name:

Address:

Name of Hospital Respondent: Respondent Phone #:

Respondent Email: Date:

Please fill out the table below to the best of your ability. Approximations are acceptable if exact amounts are not known.

|                      | Service Offered?         |                          | Total # of Patients Served in 2015 | Average Cost Per Encounter in 2015* | Estimated # of Homeless Patients in 2015 |
|----------------------|--------------------------|--------------------------|------------------------------------|-------------------------------------|------------------------------------------|
|                      | Yes                      | No                       |                                    |                                     |                                          |
| Emergency Room       | <input type="checkbox"/> | <input type="checkbox"/> |                                    |                                     |                                          |
| Inpatient Services   | <input type="checkbox"/> | <input type="checkbox"/> |                                    |                                     |                                          |
| Ambulance Services** | <input type="checkbox"/> | <input type="checkbox"/> |                                    |                                     |                                          |
| Other: (optional)    | <input type="checkbox"/> | <input type="checkbox"/> |                                    |                                     |                                          |
| Other: (optional)    | <input type="checkbox"/> | <input type="checkbox"/> |                                    |                                     |                                          |
| Other: (optional)    | <input type="checkbox"/> | <input type="checkbox"/> |                                    |                                     |                                          |

\* Our definition of "encounter" is flexible depending on the type of service (for example, it can be an EMS dispatch, emergency room visit, cost per bed for inpatient services, etc.). We do ask that you please specify what definition you are using (e.g., cost per bed per night) in each cell you fill in.

\*\* If ambulance services are contracted out, list name of private agency here:

APPENDIX 5 | HOMELESS INTERVIEW SCHEDULE AND QUESTIONNAIRE

Orange County United Way, Jamboree & UCI Study of the Costs of Homelessness

Interview #:

Start of Interview:

Location:

Field Interviewer:

End of Interview:

Introduction

Hello, my name is \_\_\_\_\_. I'm helping to conduct a survey of Orange County's homeless population for United Way and the University of California, Irvine. The survey is intended to provide local service agencies with a better understanding of the causes, needs and costs of Orange County's homeless population. Your participation is very important. The interview will take approximately 20 minutes. In order to compensate you for your time, I will give you a \$10.00 gift card that you can use at a local business upon completion of the interview. Your participation is voluntary, of course, and your responses will be kept completely confidential.

Demographics

We're going to start off with a few basic questions about yourself.

1. When were you born? Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

Don't know. .... -1

Refuse. .... -2

2. What is the highest level of schooling you have completed? (Interviewer: show respondent list of categories.)

No formal education. .... 1

Grade 1-8. .... 2

Grade 9 .... 3

Grade 10 .... 4

Grade 11 .... 5

High school graduate with diploma. .... 6

GED or high school equivalent .... 7

Attended technical school, but did not graduate. .... 8

Technical school graduate. .... 9

Attended college, but did not graduate. .... 10

College graduate or higher. .... 11

Other (specify) \_\_\_\_\_ 12

Don't know. .... -1

Refuse. .... -2

|                                                                                                                                                       |    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| 3. Are you currently enrolled in school?                                                                                                              |    |
| Yes .....                                                                                                                                             | 1  |
| No .....                                                                                                                                              | 2  |
| Don't know .....                                                                                                                                      | -1 |
| Refuse .....                                                                                                                                          | -2 |
| 4. Are you Hispanic or Latino?                                                                                                                        |    |
| Yes .....                                                                                                                                             | 1  |
| No (Skip to question 6) .....                                                                                                                         | 2  |
| Don't know (Skip to question 6) .....                                                                                                                 | -1 |
| Refuse (Skip to question 6) .....                                                                                                                     | -2 |
| 5. What is your Hispanic or Latino background? <i>(Interviewer: circle all that apply.)</i>                                                           |    |
| Mexican .....                                                                                                                                         | 1  |
| Cuban .....                                                                                                                                           | 2  |
| Puerto Rican .....                                                                                                                                    | 3  |
| Central American .....                                                                                                                                | 4  |
| South American .....                                                                                                                                  | 5  |
| Other (specify) _____ .....                                                                                                                           | 6  |
| Don't know .....                                                                                                                                      | -1 |
| Refuse .....                                                                                                                                          | -2 |
| 6. Which of the following best describes your race—White, Black or African American, Asian or Pacific Islander, or Native American or Alaskan Native? |    |
| White <i>(Skip to question 8)</i> .....                                                                                                               | 1  |
| Black or African American <i>(Skip to question 8)</i> .....                                                                                           | 2  |
| Asian or Pacific Islander .....                                                                                                                       | 3  |
| Native American or Alaskan Native <i>(Skip to question 8)</i> .....                                                                                   | 4  |
| Other (specify) _____ <i>(Skip to question 8)</i> .....                                                                                               | 5  |
| Don't know <i>(Skip to question 8)</i> .....                                                                                                          | -1 |
| Refuse <i>(Skip to question 8)</i> .....                                                                                                              | -2 |
| 7. What is your Asian or Pacific Islander background? <i>(Interviewer: circle all that apply.)</i>                                                    |    |
| Chinese .....                                                                                                                                         | 1  |
| Filipino .....                                                                                                                                        | 2  |
| Vietnamese .....                                                                                                                                      | 3  |
| Japanese .....                                                                                                                                        | 4  |
| Korean .....                                                                                                                                          | 5  |
| Indian .....                                                                                                                                          | 6  |
| Other (specify) _____ .....                                                                                                                           | 7  |
| Don't know .....                                                                                                                                      | -1 |
| Refuse .....                                                                                                                                          | -2 |

|                                                                                                                  |    |
|------------------------------------------------------------------------------------------------------------------|----|
| 8. Considering gender, how do you describe yourself?                                                             |    |
| Male .....                                                                                                       | 1  |
| Female .....                                                                                                     | 2  |
| Transgender .....                                                                                                | 3  |
| Do not identify as male, female or transgender .....                                                             | 4  |
| Don't know .....                                                                                                 | -1 |
| Refuse .....                                                                                                     | -2 |
| 9. What is your current marital status—married, separated, divorced, widowed or never married?                   |    |
| Married .....                                                                                                    | 1  |
| Separated .....                                                                                                  | 2  |
| Divorced .....                                                                                                   | 3  |
| Widowed .....                                                                                                    | 4  |
| Never married .....                                                                                              | 5  |
| Don't know .....                                                                                                 | -1 |
| Refuse .....                                                                                                     | -2 |
| 10. Considering sexuality, do you consider yourself to be heterosexual or straight, gay or lesbian, or bisexual? |    |
| Heterosexual or straight .....                                                                                   | 1  |
| Gay or lesbian .....                                                                                             | 2  |
| Bisexual .....                                                                                                   | 3  |
| Don't know .....                                                                                                 | -1 |
| Refuse .....                                                                                                     | -2 |
| 11. Have you ever served in the armed forces of the United States?                                               |    |
| Yes .....                                                                                                        | 1  |
| No <i>(Skip to question 14)</i> .....                                                                            | 2  |
| Don't know <i>(Skip to question 14)</i> .....                                                                    | -1 |
| Refuse <i>(Skip to question 14)</i> .....                                                                        | -2 |
| 12. In what year were you discharged? Year _____                                                                 |    |
| Don't know .....                                                                                                 | -1 |
| Refuse .....                                                                                                     | -2 |
| 13. Where did you serve? <i>(Interviewer: select all that apply)</i>                                             |    |
| Vietnam .....                                                                                                    | 1  |
| Iraq .....                                                                                                       | 2  |
| Afghanistan .....                                                                                                | 3  |
| Stateside .....                                                                                                  | 4  |
| Other (specify: _____) .....                                                                                     | 5  |
| Don't know .....                                                                                                 | -1 |
| Refuse .....                                                                                                     | -2 |

## Living Conditions

Now we're going to move onto some questions about your living situation.

|                                                          |                |    |
|----------------------------------------------------------|----------------|----|
| 14. Where did you spend the night.....                   | last night? ▼  |    |
| 15. Where do you plan to spend the night.....            | tonight? ▼     |    |
| 16. During the last 30 days, where did you spend.....    | most nights? ▼ |    |
| Transitional/interim housing .....                       | 1              | 1  |
| A rapid re-housing unit .....                            | 2              | 2  |
| Permanent supportive housing .....                       | 3              | 3  |
| Your own home or apartment .....                         | 4              | 4  |
| Home of a relative .....                                 | 5              | 5  |
| Home of a friend .....                                   | 6              | 6  |
| Church .....                                             | 7              | 7  |
| Abandoned building .....                                 | 8              | 8  |
| Homeless shelter .....                                   | 9              | 9  |
| Domestic violence shelter .....                          | 10             | 10 |
| On the streets .....                                     | 11             | 11 |
| In a camp .....                                          | 12             | 12 |
| Park .....                                               | 13             | 13 |
| Substance abuse treatment facility or detox center ..... | 14             | 14 |
| Hospital .....                                           | 15             | 15 |
| Psychiatric hospital or other psychiatric facility ..... | 16             | 16 |
| Hotel or motel .....                                     | 17             | 17 |
| Car or vehicle .....                                     | 18             | 18 |
| Jail, prison or juvenile detention facility .....        | 19             | 19 |
| Bus or train station .....                               | 20             | 20 |
| Other (Specify _____) .....                              | 21             | 21 |
| Don't know .....                                         | -1             | -1 |
| Refuse .....                                             | -2             | -2 |

For the purpose of this study we're using the word "homeless" to describe people who sometimes have to sleep outdoors, in cars, in abandoned buildings or on the streets; or who are staying in shelters, transitional housing or supportive housing after being on the streets; or who have been evicted from their homes, discharged from an institution like a hospital or a prison, or are fleeing domestic violence and can't find housing.

|                                                                                             |    |
|---------------------------------------------------------------------------------------------|----|
| 17. Using this definition, are you currently homeless?                                      |    |
| Yes .....                                                                                   | 1  |
| No <i>(Skip to question 19 if evidence of homelessness, if no evidence terminate)</i> ..... | 2  |
| Don't know .....                                                                            | -1 |
| Refuse .....                                                                                | -2 |

## 18. How long have you been homeless currently?

|                            |    |
|----------------------------|----|
| Less than 7 days . . . . . | 1  |
| 7-30 days . . . . .        | 2  |
| 1-6 months . . . . .       | 3  |
| 7-12 months . . . . .      | 4  |
| 1-2 years . . . . .        | 5  |
| 3 or more years . . . . .  | 6  |
| Don't know . . . . .       | -1 |
| Refuse . . . . .           | -2 |

## 19. Over your lifetime, how many different times have you been homeless?

|                                                                                                  |    |
|--------------------------------------------------------------------------------------------------|----|
| 0 ( <i>Skip to question 21 if evidence of homelessness, if no evidence terminate</i> ) . . . . . | 0  |
| 1 . . . . .                                                                                      | 1  |
| 2 . . . . .                                                                                      | 2  |
| 3 . . . . .                                                                                      | 3  |
| 4 . . . . .                                                                                      | 4  |
| 5 . . . . .                                                                                      | 5  |
| More than 5 . . . . .                                                                            | 6  |
| Don't know . . . . .                                                                             | -1 |
| Refuse . . . . .                                                                                 | -2 |

## 20. How old were you when you first became homeless? | \_\_\_\_ | \_\_\_\_ |

|                      |    |
|----------------------|----|
| Don't know . . . . . | -1 |
| Refuse . . . . .     | -2 |

## 21. How long have you been in Orange County?

|                              |    |
|------------------------------|----|
| Less than 7 days . . . . .   | 1  |
| 7-30 days . . . . .          | 2  |
| 1-6 months . . . . .         | 3  |
| 7-12 months . . . . .        | 4  |
| 1-5 years . . . . .          | 5  |
| 6-10 years . . . . .         | 6  |
| More than 10 years . . . . . | 7  |
| Don't know . . . . .         | -1 |
| Refuse . . . . .             | -2 |

## 22. Over the past 30 days, which city has been your primary home base?

|                                 |    |
|---------------------------------|----|
| Specify city: (_____) . . . . . | 1  |
| Don't know . . . . .            | -1 |
| Refuse . . . . .                | -2 |

23. Of the various problems or activities you have to deal with, can you tell me how difficult you find the following activities? Do you find them not difficult at all, somewhat difficult, difficult, or very difficult?  
*(Interviewer: show respondent list of categories. If respondent housed, ask before housed and after housed. Note response with check marks.)*

|   |                                                                      | Not Difficult At All<br>■ BH ■ AH | Somewhat Difficult<br>■ BH ■ AH | Difficult<br>■ BH ■ AH | Very Difficult<br>■ BH ■ AH | Don't Know<br>■ BH ■ AH | Refuse<br>■ BH ■ AH |
|---|----------------------------------------------------------------------|-----------------------------------|---------------------------------|------------------------|-----------------------------|-------------------------|---------------------|
| A | Finding food                                                         | 1                                 | 2                               | 3                      | 4                           | -1                      | -2                  |
| B | Finding a safe space to sleep                                        | 1                                 | 2                               | 3                      | 4                           | -1                      | -2                  |
| C | Finding a place to wash and shower                                   | 1                                 | 2                               | 3                      | 4                           | -1                      | -2                  |
| D | Getting clean clothes                                                | 1                                 | 2                               | 3                      | 4                           | -1                      | -2                  |
| E | Finding a toilet                                                     | 1                                 | 2                               | 3                      | 4                           | -1                      | -2                  |
| F | Finding a place to "hang out" – a place free from being hassled      | 1                                 | 2                               | 3                      | 4                           | -1                      | -2                  |
| G | Finding a reliable friend or acquaintance – someone you can count on | 1                                 | 2                               | 3                      | 4                           | -1                      | -2                  |
| H | Getting from one place to another in the county                      | 1                                 | 2                               | 3                      | 4                           | -1                      | -2                  |
| I | Feeling good about yourself                                          | 1                                 | 2                               | 3                      | 4                           | -1                      | -2                  |

24. While homeless, how often have you been (or were you) verbally harassed, like being called a bum or lazy?  
*(Interviewer: show respondent list of categories.)*

|            |    |
|------------|----|
| Often      | 1  |
| Sometimes  | 2  |
| Rarely     | 3  |
| Never      | 4  |
| Don't know | -1 |
| Refuse     | -2 |

25. While homeless, how often have you been (or were you) hit, slapped, punched or kicked?  
*(Interviewer: show respondent list of categories.)*

|            |    |
|------------|----|
| Often      | 1  |
| Sometimes  | 2  |
| Rarely     | 3  |
| Never      | 4  |
| Don't know | -1 |
| Refuse     | -2 |

|                                                                                                                                                                                                                            |    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| 26. While homeless, how often have you had (or did you have) something stolen from where you were staying, or where you were stowing your belongings? <i>(Interviewer: show respondent list of categories.)</i>            |    |
| Often . . . . .                                                                                                                                                                                                            | 1  |
| Sometimes . . . . .                                                                                                                                                                                                        | 2  |
| Rarely . . . . .                                                                                                                                                                                                           | 3  |
| Never . . . . .                                                                                                                                                                                                            | 4  |
| Don't know. . . . .                                                                                                                                                                                                        | -1 |
| Refuse . . . . .                                                                                                                                                                                                           | -2 |
| 27. While homeless, how often have you had (or did you have) something taken from you by someone who threatened you with violence if you didn't give it to them? <i>(Interviewer: show respondent list of categories.)</i> |    |
| Often . . . . .                                                                                                                                                                                                            | 1  |
| Sometimes . . . . .                                                                                                                                                                                                        | 2  |
| Rarely . . . . .                                                                                                                                                                                                           | 3  |
| Never . . . . .                                                                                                                                                                                                            | 4  |
| Don't know. . . . .                                                                                                                                                                                                        | -1 |
| Refuse . . . . .                                                                                                                                                                                                           | -2 |
| 28. If the challenges of making it while homeless are divided into physical and psychological, which do you find most difficult to deal with—physical challenges, psychological challenges or both equally?                |    |
| Physical challenges. . . . .                                                                                                                                                                                               | 1  |
| Psychological challenges. . . . .                                                                                                                                                                                          | 2  |
| Both equally . . . . .                                                                                                                                                                                                     | 3  |
| Don't know. . . . .                                                                                                                                                                                                        | -1 |
| Refuse . . . . .                                                                                                                                                                                                           | -2 |

Services

One of the things we’re interested in is the kinds of services you use. We’re going to ask you a few questions about that now.

29. How many times in the last month, if at all, have you used or had an encounter with the following kinds of services, agencies or facilities? If you can’t remember the exact number of times, just give us your best guess. *(Interviewer: If easier for respondent to provide average number of times/week, multiply estimate by 4. If respondent says “don’t know” or “refuse,” write “DK” or “R” in corresponding cell. In rows H-K, refer to “number of nights in last month” rather than “times.”)*

|   |                                                                                                                                                   | Number of Times<br>in Last Month<br>("Nights" For H-K) | Number of Times<br>in the Last 6<br>Months | Number of Times<br>Over Whole Time<br>Homeless |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|--------------------------------------------|------------------------------------------------|
| A | Soup kitchens                                                                                                                                     |                                                        |                                            |                                                |
| B | Food pantries                                                                                                                                     |                                                        |                                            |                                                |
| C | Hygiene or clothing services (for example, getting donated soap or razors, or donated clothing)                                                   |                                                        |                                            |                                                |
| D | Mental health services                                                                                                                            |                                                        |                                            |                                                |
| E | Substance abuse services (alcohol or drugs)                                                                                                       |                                                        |                                            |                                                |
| F | Other type of health service (for example, visiting a community health clinic)                                                                    |                                                        |                                            |                                                |
| G | Motel/housing vouchers and/or rental assistance                                                                                                   |                                                        |                                            |                                                |
| H | Shelters or emergency shelters                                                                                                                    |                                                        |                                            |                                                |
| I | Transitional (bridge or interim) housing                                                                                                          |                                                        |                                            |                                                |
| J | Rapid re-housing                                                                                                                                  |                                                        |                                            |                                                |
| K | Permanent supportive housing                                                                                                                      |                                                        |                                            |                                                |
| L | Crisis services, including sexual assault crisis, mental health crisis, family/intimate violence, distress centers or suicide prevention hotlines |                                                        |                                            |                                                |
| M | Emergency room                                                                                                                                    |                                                        |                                            |                                                |
| N | Ambulance                                                                                                                                         |                                                        |                                            |                                                |
| O | Hospitalization as an inpatient                                                                                                                   |                                                        |                                            |                                                |
| P | Been ticketed                                                                                                                                     |                                                        |                                            |                                                |
| Q | Appeared in court                                                                                                                                 |                                                        |                                            |                                                |
| R | Been arrested                                                                                                                                     |                                                        |                                            |                                                |

30. **A.** In the last month, how many nights did you stay in a holding cell, jail or prison, whether that was a short-term stay like drunk tank, a longer stay for a more serious offence, or anything in between? | \_\_\_\_ | \_\_\_\_ |
- Don't know. .... -1
- Refuse ..... -2
30. **B.** How about the last 6 months? | \_\_\_\_ | \_\_\_\_ |
- Don't know ..... -1
- Refuse ..... -2

30. **C.** How about throughout the entire time you have been homeless? | \_\_\_\_ | \_\_\_\_ |
- Don't know ..... -1
- Refuse ..... -2
31. Have you ever been convicted of a felony?
- Yes ..... 1
- No ..... 2
- Don't know ..... -1
- Refuse ..... -2

### Reasons for Homelessness

Let's switch to a question on why you became homeless.

32. What would you say were the main reasons you became homeless most recently (for example, losing a job, drugs or alcohol, abuse or violence)? *(Interviewer: select all that apply)*
- A. Lost or quit job ..... 1
- B. Insufficient pay/wages ..... 2
- C. Loss or decrease in government benefits. .... 3
- D. Couldn't afford rent/evicted from housing/foreclosure ..... 4
- E. Drugs ..... 5
- F. Alcohol. .... 6
- G. Physical health problems ..... 7
- H. Mental health problems ..... 8
- I. Release from prison/jail ..... 9
- J. Immigration ..... 10
- K. Abuse or violence at home. .... 11
- L. Divorce or separation. .... 12
- M. Other (Specify \_\_\_\_\_) ..... 13
- N. Don't know ..... -1
- O. Refuse ..... -2

### Health

Now we'll ask a few questions about your health.

33. In general, would you say your health is excellent, very good, good, fair or poor? *(Interviewer: show respondent list of categories.)*
- Excellent ..... 1
- Very good ..... 2
- Good. .... 3
- Fair ..... 4
- Poor ..... 5
- Don't know ..... -1
- Refuse ..... -2

34. What health problems, if any, do you have? These may be physical or mental health problems, including a physical disability. *(Interviewer: show respondent list of categories. Select all that apply. Probe: anything else?)*

|                                                                         |    |
|-------------------------------------------------------------------------|----|
| Diabetes .....                                                          | 1  |
| Asthma .....                                                            | 2  |
| Emphysema, chronic bronchitis or chronic obstructive lung disease ..... | 3  |
| High blood pressure .....                                               | 4  |
| Epilepsy or another seizure disorder .....                              | 5  |
| Arthritis .....                                                         | 6  |
| Heart disease .....                                                     | 7  |
| Back problems .....                                                     | 8  |
| Other physical disability (specify: _____) .....                        | 9  |
| Cirrhosis or serious liver damage .....                                 | 10 |
| Cancer, lymphoma or leukemia .....                                      | 11 |
| HIV/AIDS .....                                                          | 12 |
| Anxiety or panic disorder .....                                         | 13 |
| Depression .....                                                        | 14 |
| Post-traumatic stress disorder (PTSD) .....                             | 15 |
| Other condition (specify: _____) .....                                  | 16 |
| None (SKIP TO Q36) .....                                                | 17 |
| Don't know (SKIP TO Q36) .....                                          | -1 |
| Refuse (SKIP TO Q36) .....                                              | -2 |

35. How difficult have these problems, or any other condition, made it for you to get from one place to another, to work or to just get through the day on your own—not difficult at all, somewhat difficult, difficult or very difficult?

|                            |    |
|----------------------------|----|
| Not difficult at all ..... | 1  |
| Somewhat difficult .....   | 2  |
| Difficult .....            | 3  |
| Very difficult .....       | 4  |
| Don't know .....           | -1 |
| Refuse .....               | -2 |

36. Over the past 30 days, how often did you feel depressed—most or all of the time, a lot of the time, sometimes, or never or rarely?

|                               |    |
|-------------------------------|----|
| Most or all of the time ..... | 1  |
| A lot of the time .....       | 2  |
| Sometimes .....               | 3  |
| Never or rarely .....         | 4  |
| Don't know .....              | -1 |
| Refuse .....                  | -2 |

37. In the past 30 days, how often have you gotten drunk on alcohol?

*(Interviewer: read and show respondent list of categories.)*

|                                     |    |
|-------------------------------------|----|
| Never .....                         | .1 |
| Less than once a week .....         | .2 |
| 1 or 2 days a week .....            | .3 |
| 3 or 4 days a week .....            | .4 |
| Every day or almost every day ..... | .4 |
| Don't know .....                    | -1 |
| Refuse .....                        | -2 |

38. In the past 30 days, how often did you use drugs to get high? (By drugs, we mean anything other than alcohol that can get you high.) *(Interviewer: read and show respondent list of categories.)*

|                                     |    |
|-------------------------------------|----|
| Never .....                         | .1 |
| Less than once a week .....         | .2 |
| 1 or 2 days a week .....            | .3 |
| 3 or 4 days a week .....            | .4 |
| Every day or almost every day ..... | .4 |
| Don't know .....                    | -1 |
| Refuse .....                        | -2 |

*(If question 37=1 and question 38=1, skip to question 41)*

39. Over the last 30 days, have you had trouble getting things done that you wanted to do because of alcohol or drugs?

|                  |    |
|------------------|----|
| Yes .....        | .1 |
| No .....         | .2 |
| Don't know ..... | -1 |
| Refuse .....     | -2 |

40. Over the last 30 days, have you been in a hospital or an overnight treatment program for alcohol or drug use?

|                  |    |
|------------------|----|
| Yes .....        | .1 |
| No .....         | .2 |
| Don't know ..... | -1 |
| Refuse .....     | -2 |

### Family and Social Networks

Now we're going to ask a few questions about your family and friends.

41. Are you currently living alone or with someone else?

|                                               |    |
|-----------------------------------------------|----|
| Alone <i>(Skip to question 44)</i> .....      | .1 |
| With someone else .....                       | .2 |
| Don't know <i>(Skip to question 44)</i> ..... | -1 |
| Refuse <i>(Skip to question 44)</i> .....     | -2 |

42. Who do you live with? *(Interviewer: select all that apply, probe as needed to ascertain relation)*

|                              |    |
|------------------------------|----|
| A spouse or romantic partner | 1  |
| Friend(s)                    | 2  |
| Mother                       | 3  |
| Father                       | 4  |
| Sibling(s)                   | 5  |
| Child(ren)                   | 6  |
| Other family members         | 7  |
| Refuse                       | -2 |

*(If selected children in question 42, ask question 43)*

43. For each of the children who live with you, could you tell me their age and sex?

| Age | Sex |
|-----|-----|
| —   | —   |
| —   | —   |
| —   | —   |
| —   | —   |
| —   | —   |
| —   | —   |

44. Do you currently have a pet living with you?

|            |    |
|------------|----|
| Yes        | 1  |
| No         | 2  |
| Don't know | -1 |
| Refuse     | -2 |

45. If you think about friends as someone you talk to about important things, or can turn to for support and can count on for assistance, how many friends would you say you have today—none, 1 or 2, 3-5, or more than 5?

|                                         |    |
|-----------------------------------------|----|
| None <i>(Skip to question 47)</i>       | 1  |
| 1 or 2                                  | 2  |
| 3-5                                     | 3  |
| More than 5                             | 4  |
| Don't know <i>(Skip to question 47)</i> | -1 |
| Refuse <i>(Skip to question 47)</i>     | -2 |

46. How many of these friends are currently homeless—none, some, most or all?

|            |    |
|------------|----|
| None       | 1  |
| Some       | 2  |
| Most       | 3  |
| All        | 4  |
| Don't know | -1 |
| Refuse     | -2 |

47. How often are your relatives or friends available to do the following with you? Are they available often, sometimes, rarely or never? *(Interviewer: show response categories on card.)*

|                                                           | Often | Sometimes | Rarely | Never | Don't Know | Refuse |
|-----------------------------------------------------------|-------|-----------|--------|-------|------------|--------|
| A. To have a good time with?                              | 1     | 2         | 3      | 4     | -1         | -2     |
| B. To provide you with food?                              | 1     | 2         | 3      | 4     | -1         | -2     |
| C. To provide you with a place to stay?                   | 1     | 2         | 3      | 4     | -1         | -2     |
| D. To listen to you talk about yourself or your problems? | 1     | 2         | 3      | 4     | -1         | -2     |

### Childhood

The next questions are about your experiences growing up.

48. When you were growing up, did you spend any time in the following living situations?

*(Interviewer: show respondent categories on card. Circle all categories that respondent says apply.)*

|                                                 |    |
|-------------------------------------------------|----|
| Both biological parents .....                   | 1  |
| One biological parent only .....                | 2  |
| Adoptive parents .....                          | 3  |
| Other relatives responsible for your care ..... | 4  |
| Foster parents .....                            | 5  |
| In a juvenile correctional facility .....       | 6  |
| In an orphanage .....                           | 7  |
| Don't know .....                                | -1 |
| Refuse .....                                    | -2 |

49. On a scale of 1 to 5, how well-off economically would you say your family was, with 1 being the least well-off and 5 being the most well-off? | \_\_\_\_ |

|                  |    |
|------------------|----|
| Don't know ..... | -1 |
| Refuse .....     | -2 |

50. When you were growing up, did your parents or other adult members of your household have a problem with alcohol or drug use?

|                  |    |
|------------------|----|
| Yes .....        | 1  |
| No .....         | 2  |
| Don't know ..... | -1 |
| Refuse .....     | -2 |

51. When you were growing up, were you ever physically abused or sexually abused by your parents or other members of your household? *(Interviewer: if yes, probe for physical or sexual abuse.)*

|                                                       |    |
|-------------------------------------------------------|----|
| Yes, physically abused .....                          | 1  |
| Yes, sexually abused or assaulted .....               | 2  |
| Yes, both physically abused and sexually abused ..... | 3  |
| No .....                                              | 4  |
| Don't know .....                                      | -1 |
| Refuse .....                                          | -2 |

|                                                                                                                                                                                                     |    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| 52. At any time while you were growing up, did your parents or immediate family ever have to spend at least one night in a shelter, outdoors, in a car, in an abandoned building or on the streets? |    |
| Yes .....                                                                                                                                                                                           | 1  |
| No .....                                                                                                                                                                                            | 2  |
| Don't know .....                                                                                                                                                                                    | -1 |
| Refuse .....                                                                                                                                                                                        | -2 |

## Employment

Turning to your work experience...

|                                                                                                                                                                                                                                                  |    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| 53. During the past 30 days, did you work at a job for which you were paid, and if so, how many jobs did you work?                                                                                                                               |    |
| Yes, one job .....                                                                                                                                                                                                                               | 1  |
| Yes, two or more jobs. ....                                                                                                                                                                                                                      | 2  |
| No <i>(Skip to question 56)</i> .....                                                                                                                                                                                                            | 3  |
| Don't know <i>(Skip to question 56)</i> .....                                                                                                                                                                                                    | -1 |
| Refuse <i>(Skip to question 56)</i> .....                                                                                                                                                                                                        | -2 |
| 54. Was this work full-time, part time, day labor or some combination? How long have you worked this job/ these jobs and how many hours on average per week do you work? <i>(Interviewer: circle all categories that respondent says apply.)</i> |    |
| Full-time (length of employment: _____ hours per week: _____) .....                                                                                                                                                                              | 1  |
| Part-time (length of employment: _____ hours per week: _____) .....                                                                                                                                                                              | 2  |
| Day labor (length of employment: _____ hours per week: _____) .....                                                                                                                                                                              | 3  |
| Other (specify: _____ / length of employment: _____ hours/week: _____) .....                                                                                                                                                                     | 4  |
| Don't know .....                                                                                                                                                                                                                                 | -1 |
| Refuse .....                                                                                                                                                                                                                                     | -2 |
| 55. About how much did you earn from this job/these jobs over the last 30 days?   ____   ____   ____   ____                                                                                                                                      |    |
| Don't know .....                                                                                                                                                                                                                                 | -1 |
| Refuse .....                                                                                                                                                                                                                                     | -2 |
| <i>(If working a full-time or part-time job, skip to question 59)</i>                                                                                                                                                                            |    |
| 56. When did you last work at a job for which you received a regular paycheck?                                                                                                                                                                   |    |
| Within the past 12 months (Specify the month _____) .....                                                                                                                                                                                        | 1  |
| One to five years ago .....                                                                                                                                                                                                                      | 2  |
| More than five years ago .....                                                                                                                                                                                                                   | 3  |
| Never held a regular job .....                                                                                                                                                                                                                   | 4  |
| Don't know .....                                                                                                                                                                                                                                 | -1 |
| Refuse .....                                                                                                                                                                                                                                     | -2 |
| 57. Are you currently looking for a regular job?                                                                                                                                                                                                 |    |
| Yes, looking <i>(Skip to question 59)</i> .....                                                                                                                                                                                                  | 1  |
| No, not looking .....                                                                                                                                                                                                                            | 2  |
| Don't know <i>(Skip to question 59)</i> .....                                                                                                                                                                                                    | -1 |
| Refuse <i>(Skip to question 59)</i> .....                                                                                                                                                                                                        | -2 |

58. What is the main reason you are not looking for a regular job? *(Interviewer: circle one)*
- In school or training program .....1
  - Disabled/health problem .....2
  - Don't want/need to work .....3
  - Personal/family reasons .....4
  - Believe no work available .....5
  - Stay at home parent .....6
  - Other (specify \_\_\_\_\_) .....7
  - Don't know .....-1
  - Refuse .....-2
59. Now, let me ask you about the various ways you've gotten money or things you needed in the past month, apart from regular paying jobs and/or day labor. In the last 30 days, have you received income or support from any of the following sources? *(Interviewer: show respondent list. Circle all that apply.)*
- Selling blood/plasma .....1
  - Selling newspapers .....2
  - Selling cans/recycling .....3
  - Selling personal belongings/junk .....4
  - Signing or flying signs– e.g. "Will Work For Food" .....5
  - Panhandling .....6
  - Money from family members and/or friends .....7
  - Alimony and/or child support .....8
  - Selling or delivering drugs .....9
  - Sex for money .....10
  - General assistance .....11
  - Food stamps .....12
  - SSI/SSDI .....13
  - Social Security .....14
  - Pension .....15
  - Unemployment insurance .....16
  - Veteran's benefits .....17
  - Worker's comp .....18
  - Other (specify: \_\_\_\_\_) .....19
  - None of the above *(Skip to question 62)* .....20
  - Don't know .....-1
  - Refuse .....-2
60. Which of these has been your most important source of income or support in the last 30 days? | \_\_\_\_ | \_\_\_\_ |  
*(Interviewer: write in the number of the respondent's selection.)*
- Don't know .....-1
  - Refuse .....-2

61. About how much did you earn from these other sources of income over the last 30 days?

| \_\_\_\_ | \_\_\_\_ | \_\_\_\_ | \_\_\_\_ |

Don't know ..... -1

Refuse ..... -2

### Demographics Continued

Before we finish, we want to ask you a few final questions about yourself.

62. What is your present religion?

None/atheist/agnostic (*Skip to question 64*) ..... 1

Protestant (such as Assembly of God, Baptist, Lutheran, Methodist, Presbyterian, etc.) ..... 2

Catholic ..... 3

Other Christian (.....) ..... 4

Jewish ..... 5

Buddhist ..... 6

Hindu ..... 7

Muslim ..... 8

Other (.....) ..... 9

Don't know ..... -1

Refuse ..... -2

63. How important, if at all, is your religious faith to you? Is it not important, somewhat important, very important or more important than anything else?

Not important. .... 1

Somewhat important. .... 2

Very important. .... 3

More important than anything else. .... 4

Don't know ..... -1

Refuse ..... -2

64. Were you born in the United States?

Yes (*End of interview*) ..... 1

No ..... 2

Don't know (*End of interview*) ..... -1

Refuse (*End of interview*) ..... -2

65. In what country were you born?

Specify country: (.....) ..... 1

Don't know ..... -1

Refuse ..... -2

66. In what year did you first move to the United States? | \_\_\_\_ | \_\_\_\_ | \_\_\_\_ | \_\_\_\_ |

67. Are you a U.S. citizen, a legal permanent resident, a refugee, been granted asylum, on a visa or none of these?

|                                            |     |
|--------------------------------------------|-----|
| U.S. citizen                               | .1  |
| Legal permanent resident with a green card | .2  |
| Refugee                                    | .3  |
| Granted asylum                             | .4  |
| On a visa                                  | .5  |
| Neither                                    | .6  |
| Don't know                                 | -.1 |
| Refuse                                     | -.2 |

Interviewer Observations:

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R-1 Comments:

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## FOOTNOTES

- 1 Individuals who have been homeless for a year or longer and who have difficulties getting from one place to another, working or just getting through the day because of a serious mental illness, PTSD, brain injury or developmental disability, alcohol or drugs, chronic physical illness or physical disability.
- 2 The research was conducted with the approval of UCI's Institutional Review Board (IRB HS# 2016-2994).
- 3 For an overview of the homelessness problem across the country over the past 30+ years, see Burt 2016. For a summary of social science research, see Lee, Tyler, and Wright 2010.
- 4 Rental range based on Price report (2016, p. 18) and Collins article (2015).
- 5 Poverty figure from Orange Community Indicators Project (2015, p. 3). This rate is higher than the federal poverty estimates for Orange County because it is adjusted for the high cost of housing in the county.
- 6 To note this is not to disparage the PIT counts or estimates, for they provide a useful, bi-annual baseline for assessing the scope of homelessness locally and investigating trends over time, and therefore are useful for various policy considerations regarding the provision of services for the homeless.
- 7 It is important to note here that not all surveyed institutions/organizations are on the same budget cycle; for some it is the calendar year, and for others it is the fiscal year. There is also some variability in the availability of the budget data. Thus, the municipality data covers the 2014/2015 fiscal year, and for the county it is 2015/2016. However, throughout the research and analysis, the anchor year was 2015, and all budgets cover a 12-month period.
- 8 Flaming, Toros, and Burns 2015.
- 9 City of Sacramento 2015.
- 10 Flaming, Burns, and Matsunaga 2009.
- 11 United Way of Greater Los Angeles 2009.
- 12 Fermanian Business and Economic Institute at PLNU 2016.
- 13 For discussion of the maximum variation sampling strategy, see Erlandson et al. 1993; Lofland et al. 2006. For an earlier application of the strategy to studying homelessness, see Snow and Anderson 1993, p. 22.
- 14 See Baker 1994, pp., 478-480; Tobin and Murphy 2016, p. 33; and Lee, Tyler, and Wright 2010, p. 505.
- 15 Most discussions of the age structure of the homeless beginning in the mid-1980s use the Skid Row residents of the 1950s as the comparative point of reference. When the current wave of homeless are compared with those of the 1950s and earlier, there is no question that the current wave is somewhat younger. However, when the homeless of the past 35 years are compared, it appears that the homeless of today are somewhat older than the homeless of the mid 1980s and 1990s. For example, Snow and Anderson (1993) report that the average age of homeless in eight cities across the country averaged between a low of 33 and a high of 40. (See Table 1.1, pp. 32-33).
- 16 Orange County Community Indicators Project. 2015, p. 2.
- 17 See, for example, Baker 1994, Table 2, pp 484-485.
- 18 See Baker 1994; Burt et al. 2001; Tobin and Murphy 2016, pp 33-34.
- 19 The secondary labor market encompasses jobs that are generally low in pay, prestige and security, offer limited opportunity for advancement and have a high turnover rate.
- 20 See Tobin and Murphy 2016, p 35; U.S. Department of Housing and Urban Development 2014.
- 21 The Whole Person Care Initiative is funded through the State of California to provide services targeted to those that are experiencing homelessness and the seriously mentally ill who may also be experiencing homelessness. Whole Person Care focuses on the coordination of health, behavioral health and social services, as applicable, in a patient-centered manner with the goals of improved beneficiary health and well-being through more efficient and effective use of resources. Phase 1 is for \$23.5 million for a period beginning November 2017 through December 2020. Phase 2 has yet to be awarded but was submitted for a total of \$9.6 million.
- 22 Although there are various conceptualizations of social capital, most definitions focus on social relations and networks that have productive benefits. See Lin, Cook, and Burt (2001) for an expanded discussion of the concept and related research.
- 23 Clearly, this is hardly a surprising finding, as one study after another across fields (e.g., sociology, psychology and public health) underscores the salubrious effects of social connections on both mental and physical health. See, for example, Cohen 2004, and Umberson and Montez 2010.

- 24 For an up-close discussion of the experience and effects of housing eviction, see Desmond's *Evicted* (2016).
- 25 As of mid-2015, Orange County was reported to have "the seventh-highest asking rent among 82 large U.S. metro areas" (Collins 2015).
- 26 Shadow work is a concept coined by philosopher and social critic Ivan Illich in his book bearing that title (1981), but the term was adapted and applied to the situation of homeless by Snow and Anderson (1993). In their usage, it encompasses "subsistence strategies that are fashioned and pursued in the shadows of more conventional work because of exclusion from existing labor markets, because participation in those markets fails to provide a living wage, because public assistance is insufficient, or because such strategies provide a more reliable means of survival.... Besides being unofficial, unenumerated work existing outside of the wage labor economy, shadow work is characterized by its highly opportunistic and innovative nature" (Snow and Anderson 1993, p 146).
- 27 For discussion and analysis of the day labor and the day labor industry, see Bartley and Roberts 2006; Roberts and Bartley 2004.
- 28 This estimate includes only the program costs of permanent supportive housing, and not the one-time costs of building new housing facilities. In other words, it assumes that the housing stock already exists.
- 29 The direction of these findings is consistent with other cost studies throughout the state, such as the previously mentioned cost studies in Los Angeles (Flaming et al. 2009), the Silicon Valley (Flaming et al. 2015) and San Diego (Fermanian Business & Economic Institute at PLNU 2016), although with variation in magnitude. Locally, the estimated cost savings is also consistent with a pilot study conducted by the Illumination Foundation and St. Joseph Hospital, wherein a tremendous cost savings was realized by housing 38 chronically homeless in the Foundation's Recuperative Care (similar to permanent supportive housing ) who had been heavy users of the hospital's emergency and inpatient services (Kim and Tan 2016).
- 30 Gladwell 2006.

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# Item 6.B

## Regional Homelessness Services Update

# Attachment 3

## USC Annual Report – Homelessness Policy Research Institute

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“This collaboration between policymakers and the research community will ensure that policies and programs aimed at ending homelessness benefit from leveraging Los Angeles’ research resources. In order to make effective policy and program decisions that positively impact our homeless neighbors, we must ensure that they are informed by research on what works in ending homelessness.”

*Bill Pitkin, Director of Domestic Programs at the Conrad N. Hilton Foundation*

# Homelessness Policy Research Institute

Los Angeles County’s growing population of individuals experiencing homelessness requires Los Angeles to leverage all of its resources to inform and implement workable solutions to this challenge. To respond to this need, the Price Center and the United Way of Greater Los Angeles Home for Good Initiative joined forces to create the Homelessness Policy Research Institute (HPRI). Established with a planning grant from the Conrad N. Hilton Foundation and support from the Home for Good Funders Collaborative, HPRI convenes policymakers and local and national researchers to help design and coordinate timely, relevant, and actionable research to end homelessness in Los Angeles County.

HPRI is dedicated to collaborative research that has a positive impact on homelessness in Los Angeles. HPRI partners include highly regarded researchers from a variety of public and private institutions, including: USC, UCLA, Corporation for Supportive Housing, RAND Corporation, the Los Angeles Homeless Services Authority (LAHSA), Abt Associates, Economic Roundtable, Enterprise

Community Partners, Harder + Company, University of Pennsylvania, Urban Institute, the County of Los Angeles, the City of Los Angeles, and others.

Earlier this year, HPRI worked with LAHSA to develop a request for proposals to evaluate Solid Ground Van Nuys, a new family homelessness

prevention program funded by Los Angeles County Supervisor Sheila Kuehl’s office. HPRI also established a committee on racial equity issues related to homelessness, which works closely with LAHSA’s Ad Hoc Committee on Black People Experiencing Homelessness.

In 2018, the Conrad N. Hilton Foundation awarded a \$1 million grant to expand HPRI activities. With this additional support, HPRI will host quarterly seminars connecting researchers and policymakers, conduct data analysis and research translation for actionable use, and dispense research findings to community partners.

### CONNECT WITH US

-  [socialinnovation.usc.edu/hpri](https://socialinnovation.usc.edu/hpri)
-  [@HPRI\\_LA](https://twitter.com/HPRI_LA)
-  [www.facebook.com/HomelessnessPolicyResearchInstitute/](https://www.facebook.com/HomelessnessPolicyResearchInstitute/)

## HPRI works to end homelessness in Los Angeles County through four primary activities:

- Foster collaboration and coordination among researchers focused on homelessness in the Los Angeles region
- Share current and upcoming research with policymakers and community partners to inform on-the-ground work
- Conduct rapid-response policy research to inform policy and program design
- Provide assistance in developing and coordinating requests for proposals for homelessness research relevant to Los Angeles County

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# Western Riverside Council of Governments Executive Committee

## Staff Report

**Subject:** Understanding the Transportation Analysis Implications of Senate Bill 743

**Contact:** Christopher Gray, Director of Transportation, [cgray@wrcog.us](mailto:cgray@wrcog.us), (951) 405-6710

**Date:** September 10, 2018

*The purpose of this item is to provide an introduction to the study WRCOG has kicked-off to develop localized guidelines, thresholds, and mitigation measures related to SB 743. This study is funded through the Southern California Association of Governments' (SCAG) Sustainability Planning Grant Program.*

### **Requested Action:**

1. Receive and file.

*WRCOG received a SCAG Sustainability Planning Grant to develop localized guidelines, thresholds, and mitigation measures related to SB 743. Senate Bill (SB) 743 changes how transportation impacts are measured under the California Environmental Quality Act (CEQA). WRCOG anticipates that implementation of SB 743 will be challenging and time consuming for our local agencies since most agencies do not consider VMT within their traffic studies and environmental documents. As such, many agencies will be forced to develop new tools and methodologies to address this issue or rely on project applicants to develop this information on their own.*

*Because of these challenges, WRCOG is proposing to provide standardized data and tools which our member agencies can incorporate within their environmental documents. This information would be provided on a voluntary basis so that each agency can choose to use this information, tailor it for their own use, or proceed independently based on their preference.*

### **Background**

When SB 743 was signed into law it started a process intended to fundamentally change transportation impact analysis as part of CEQA compliance. These changes include elimination of auto delay, level of service (LOS), and other similar measures of vehicular capacity or traffic congestion as a basis for determining significant impacts. Further, parking impacts will not be considered significant impacts on the environment for select development projects within infill areas served by frequent transit service. As noted by the Legislature, this bill is intended to "more appropriately balance the needs of congestion management with statewide goals related to infill development, promotion of public health through active transportation, and reduction of greenhouse gas emissions."

### **Implementation**

To implement this intent, SB 743 contains amendments to current congestion management law that allows cities and counties to effectively opt-out of the LOS standards that would otherwise apply in areas where Congestion Management Plans (CMPs) are still used. Further, SB 743 requires the Governor's Office of Planning and Research (OPR) to update the CEQA Guidelines related to this topic. As part of this update, the Legislature directed OPR to update, "criteria for determining the significance of transportation impacts of

projects within transit priority areas.” The new criteria, “... shall promote the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses.” Once the Secretary of the Natural Resources Agency certifies the new guidelines, then “...automobile delay, as described solely by level of service or similar measures of vehicular capacity or traffic congestion shall not be considered a significant impact on the environment..., except in locations specifically identified in the guidelines, if any.”

OPR submitted proposed guidelines on the implementation of SB 743 to the Resources Agency in late 2017 and is recommending VMT as the preferred CEQA transportation metric and the elimination of auto delay and LOS Statewide. The guidelines include specifications for VMT methodology and recommendations for significance thresholds. The guidelines are available online at <http://opr.ca.gov/ceqa/updates/sb-743/>. As noted above, SB 743 requires impacts to transportation network performance to be viewed through a filter that promotes the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses. VMT can help identify how projects (land development and infrastructure) influence accessibility (i.e., access to places and people) and emissions so its selection is aligned with the objectives of SB 743. Accessibility is an important planning objective in many communities, but so is travel time or delay experienced by users. SB 743 does not prevent a city or county from continuing to analyze delay or LOS as part of other plans (i.e., the general plan), fee programs, or on-going network monitoring, but these metrics will no longer constitute the sole basis for CEQA impacts.

The Natural Resources Agency is expected to complete their review and final rulemaking for SB 743 in 2018 and the law will then go into full effect on January 1, 2020. Lead agencies can opt-in sooner at their own discretion.

### **WRCOG Actions**

WRCOG’s intent for this study is to provide assistance to member jurisdictions in implementing SB 743. In order to accomplish this, WRCOG has initiated this implementation pathway study. It is important to note that jurisdictions may choose to implement SB 743 in a different manner, and that any deliverables developed for this study are voluntary for jurisdictions to utilize. This study will help member agencies answer key implementation questions such as those listed below.

- What methodology is appropriate for analyzing VMT impacts?
- What thresholds should be used to determine significant VMT impacts?
- What mitigation is feasible for reducing VMT impacts?

This effort will reduce implementation costs for member agencies by compiling data, providing modeling resources, and developing technical guidance that would otherwise be required for each agency independently. The study includes outreach to stakeholders to share information and gather input about implementation questions and concerns. WRCOG held an introductory workshop with jurisdiction staff and other stakeholders in June 2018, which introduced the goals of the study and provided attendees the opportunity to provide initial input. As progress is made, WRCOG will provide updates to jurisdictions through the WRCOG Planning Directors and Public Works Committees.

### **Prior Actions:**

June 14, 2018: The Public Works Committee received and filed.

June 14, 2018: The Planning Directors Committee received and filed.

### **Fiscal Impact:**

This item is being funded through SCAG; therefore, there is no fiscal impact.

**Attachment:**

None.

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