



Western Riverside Council of Governments Executive Committee

AGENDA

Monday, September 12, 2022
2:00 PM

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

[Join Zoom Meeting](#)

Meeting ID: 881 3383 8573

Password: 755680

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

SPECIAL NOTICE – COVID-19 RELATED PROCEDURES IN EFFECT

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

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

Any member of the public requiring a reasonable accommodation to participate in this meeting in light of this announcement should contact Janis Leonard 72 hours prior to the meeting at (951) 405-6702 or jleonard@wrcog.us. Later requests will be accommodated to the extent feasible.

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

1. CALL TO ORDER (Crystal Ruiz, Chair)
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL

4. PUBLIC COMMENTS

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

5. CONSENT CALENDAR

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

A. Assembly Bill 361 Findings

Requested Action(s):

- 1. Affirm the findings of the Executive Committee in Resolution Number 01-22, adopted on April 4, 2022, which are:
 - a. The Governor proclaimed a State of Emergency on March 4, 2020, related to the COVID-19 pandemic, which State of Emergency continues to exist today; and
 - b. State or local officials have recommended measures to promote social distancing.

B. Summary Minutes from the August 1, 2022, Executive Committee Meeting

Requested Action(s):

- 1. Approve the Summary Minutes from the August 1, 2022, Executive Committee meeting.

C. Finance Department Activities Update

Requested Action(s):

- 1. Receive and file.

D. WRCOG Committees and Agency Activities Update

Requested Action(s):

- 1. Receive and file.

E. Report out of WRCOG Representatives on Various Committees

Requested Action(s):

- 1. Receive and file.

F. Single Signature Authority Report

Requested Action(s):

- 1. Receive and file.

G. Cal Cities Activities Update

Requested Action(s):

- 1. Receive and file.

H. Housing Legislative Activities Update

Requested Action(s):

- 1. Receive and file.

I. Approval of 2022 TUMF Central, Southwest, and Hemet/San Jacinto Zones' 5-Year

Transportation Improvement Programs

- Requested Action(s):**
1. Approve the 2022 TUMF Central Zone 5-Year Transportation Improvement Program.
 2. Approve the 2022 TUMF Southwest Zone 5-Year Transportation Improvement Program.
 3. Approve the 2022 TUMF Hemet/San Jacinto Zone 5-Year Transportation Improvement Program.

J. Objective Design Standards Toolkit Document Transfer to the Orange County Council of Governments (OCCOG)

- Requested Action(s):**
1. Authorize the WRCOG Executive Director to provide written approval enabling PlaceWorks, Inc., to share the Objective Design Standards Toolkit document developed by WRCOG with OCCOG.

K. Approval of Professional Services Agreement for TUMF Nexus Study

- Requested Action(s):**
1. Authorize the Executive Director to execute a new Professional Services Agreement between WRCOG and GHD to complete the the TUMF Nexus Study Update and provide TUMF Program Support in an amount not-to-exceed \$200,000, for a term of the Agreement through June 30, 2023.

L. Resolution Supporting Solve the Water Crisis Coalition

- Requested Action(s):**
1. Adopt Resolution Number 24-22; A Resolution of the Executive Committee of the Western Riverside Council of Governments in support of the Solve the Water Crisis Coalition.

M. Approval of One TUMF Reimbursement Agreement

- Requested Action(s):**
1. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Corona for the Design, Right-Of-Way, and Construction Phases of the Ontario Avenue (Lincoln Avenue to Buena Vista Avenue) Project in an amount not to exceed \$2,300,000.

6. REPORTS / DISCUSSION

Members of the public will have an opportunity to speak on agendized items at the time the item is called for discussion.

A. Presentation by the South Coast Air Quality Management District on the 2022 Air Quality Management Plan

- Requested Action(s):**
1. Receive and file.

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

- Requested Action(s):**
1. Adopt Resolution Number 23-22; A Resolution of the Executive Committee of the Western Riverside Council of Governments to defer foreclosure proceedings.

C. I-REN Activities Update - Approval of Partner Program and Operational Agreements

Requested Action(s):

1. Approve the Memorandum of Agreement for the I-REN and authorize the Executive Director to take necessary and appropriate actions to carry out the purpose and intent of the motion.
2. Approve the Program Agreement for the I-REN and authorize the Executive Director to take necessary and appropriate actions to carry out the purpose and intent of the motion.
3. Approve the selection of Mayor Chris Barajas, City of Jurupa Valley, Mayor Crystal Ruiz, City of San Jacinto, and Councilmember Jacque Casillas, City of Corona, to represent WRCOG on the I-REN Executive Committee.

7. REPORT FROM THE TECHNICAL ADVISORY COMMITTEE CHAIR

Rob Johnson, City of San Jacinto

8. REPORT FROM COMMITTEE REPRESENTATIVES

CALCOG, Brian Tisdale

SANDAG Borders Committee, Crystal Ruiz

SAWPA OWOW Committee, Ted Hoffman

SCAQMD, Ben Benoit

SCAG Regional Council and Policy Committee Representatives

9. REPORT FROM THE EXECUTIVE COMMITTEE CHAIR

Crystal Ruiz, City of San Jacinto

10. REPORT FROM THE EXECUTIVE DIRECTOR

Dr. Kurt Wilson

[Executive Director Activities Update](#)

11. ITEMS FOR FUTURE AGENDAS ~ Members

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

12. GENERAL ANNOUNCEMENTS ~ Members

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

13. NEXT MEETING

The next Executive Committee meeting is scheduled for October 3, 2022, at 2:00 p.m., on the Zoom platform with the option for Committee members to attend in-person.

14. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION pursuant to Section 54956.9(d)
(1): Four cases

1. Western Riverside Council of Governments v. National Union Fire Insurance Company of Pittsburgh, PA, U.S. District Court, C.D. Cal., Case No. 5:20-cv-02164-GW (KKx)
2. City of Beaumont, et al., v. Norton Rose Fulbright US, LLP, et al., Riverside Superior Court, Case No. RIC 1904645

3. Cordova v. Western Riverside Council of Governments, et al., San Diego Superior Court, Case No. 37-2021-00000765-CU-BT-CTL
4. Molina-Duarte v. Western Riverside Council of Governments, et al., San Diego Superior Court, Case No. 37-2021-00014856-CU-MC-NC

15. ADJOURNMENT



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Assembly Bill 361 Findings
Contact: Dr. Kurt Wilson, Executive Director, kwilson@wrcog.us, (951) 405-6701
Date: September 12, 2022

Requested Action(s):

1. Affirm the findings of the Executive Committee in Resolution Number 01-22, adopted on April 4, 2022, which are:
 - a. The Governor proclaimed a State of Emergency on March 4, 2020, related to the COVID-19 pandemic, which State of Emergency continues to exist today; and
 - b. State or local officials have recommended measures to promote social distancing.

Purpose:

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

WRCOG 2022-2027 Strategic Plan Goal:

Goal #4 - Communicate proactively about the role and activities of the Council of Governments and its members.

Background:

Since the onset of the COVID-19 in early 2020, California government agencies have been able to continue to discharge their legal responsibilities through the use of virtual teleconferencing platforms such as Zoom to hold public meetings that enabled agencies to meet and conduct business, comply with social distancing orders, and most importantly, provide access to the public. WRCOG has been meeting on Zoom since March of 2020, when many Executive Orders were issued by Governor Newsom in response to the pandemic. One such order altered Brown Act requirements to allow for virtual meetings.

Although transmission, hospitalization, and death rates from COVID-19 have sharply declined since the original onset of the pandemic and subsequent Delta and Omicron Variant surges, an air of uncertainty remains regarding the pandemic and many counties continue to recommend masking inside and social distancing. Given that environment and a desire to continue allowing for the flexibility of holding virtual meetings, the Legislature recently approved, and Governor Newsom signed, Assembly Bill 361 (AB 361) to temporarily allow for virtual meetings under proscribed circumstances.

AB 361 amends the Brown Act to allow local legislative bodies to continue using teleconferencing and virtual meeting technology in certain circumstances. Under the Bill, legislative bodies can continue to meet remotely as long as there is a "proclaimed state of emergency" and the Executive Committee can make either of the following findings: (a) state or local officials have imposed or recommended measures

to promote social distancing, or (b) whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees. Even though cases have dropped, AB 361 is expressly intended "to protect the health and safety of civil servants and the public and does not preference the experience of members of the public who might be able to attend a meeting in a physical location over members of the public who cannot travel or attend that meeting in a physical location" because of physical status.

The Governor proclaimed a State of Emergency on March 4, 2020, related to the COVID-19 pandemic, which continues to exist to this day.

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

The attached Resolution allows the Executive Committee to implement AB 361 by making the findings discussed above. These findings will be in effect for 30 days or until the Executive Committee makes findings that the conditions listed therein no longer exist, whichever is shorter. The findings can be extended by the Executive Committee upon a finding that conditions supporting the findings included in the Resolution still exist. The authorization to meet remotely will also apply to any Committees that meet during the 30-day effective period.

AB 361 will allow for virtual meetings during other state-proclaimed emergencies, such as earthquakes or wildfires, where physical attendance may present a risk. AB 361 is scheduled to sunset January 1, 2024.

Prior Action(s):

August 1, 2022: The Executive Committee affirmed the findings of the Executive Committee in Resolution Number 01-22, adopted on April 4, 2022, which are: 1) the Governor proclaimed a State of Emergency on March 4, 2020, related to the COVID-19 pandemic, which State of Emergency continues to exist today; and 2) State or local officials have recommended measures to promote social distancing.

April 4, 2022: The Executive Committee adopted Resolution Number 01-22; A Resolution of the Executive Committee of the Western Riverside Council of Governments Authorizing Virtual Committee Meetings Pursuant to AB 361.

Fiscal Impact:

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

Attachment(s):

[Attachment 1 - Resolution Number 01-22: AB 361 findings](#)



Western Riverside Council of Governments

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

RESOLUTION NUMBER 01-22

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5. Extension by Motion; Supersede. The Executive Committee may extend the application of this Resolution by motion and majority vote by up to 30 days at a time, provided that it makes all necessary findings consistent with and pursuant to the requirements of Section 54953(e)(3). Any such extension may be made before or after the expiration of the preceding 30-day period. This Resolution supersedes Resolution Number 26-21.

Section 6. Full and Fair Access. In making the findings included herein, the Executive Committee specifically relies on Section 8(b) of Statutes 2021, c.165 (AB 361, § 3, effective September 16, 2021) which provides as follows:

- (b) The Legislature finds and declares that [the changes made by AB 361 to] Section 54953 of the Government Code, all increase and potentially limit the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:
 - (1) By removing the requirement that public meetings be conducted at a primary physical location with a quorum of members present, this act protects the health and safety of civil servants and the public and does not preference the experience of members of the public who might be able to attend a meeting in a physical location over members of the public who cannot travel or attend that meeting in a physical location.

- (2) By removing the requirement for agendas to be placed at the location of each public official participating in a public meeting remotely, including from the member's private home or hotel room, this act protects the personal, private information of public officials and their families while preserving the public's right to access information concerning the conduct of the people's business.

PASSED AND ADOPTED by the Executive Committee of the Western Riverside Council of Governments on April 4, 2022.

Karen S. Spiegel

 Karen Spiegel, Chair
 WRCOG Executive Committee

7h

 Dr. Kurt Wilson, Secretary
 WRCOG Executive Committee

Approved as to form:

[Signature]

 Steven DeBaun
 WRCOG Legal Counsel

AYES: 22 NAYS: 0 ABSENT: 2 ABSTAIN: 0

Executive Committee

Minutes

1. CALL TO ORDER

The meeting of the WRCOG Executive Committee was called to order by Chair Crystal Ruiz at 2:00 p.m. on August 1, 2022, on the Zoom platform.

2. PLEDGE OF ALLEGIANCE

Chair Crystal Ruiz led the Committee members and guests in the Pledge of Allegiance.

3. ROLL CALL

- City of Calimesa - Wendy Hewitt
- City of Canyon Lake - Dale Welty
- City of Corona - Jacque Casillas
- City of Hemet - Russ Brown
- City of Jurupa Valley - Chris Barajas
- City of Lake Elsinore - Brian Tisdale
- City of Menifee - Matt Liesemeyer
- City of Moreno Valley - Edward Delgado
- City of Murrieta - Lori Stone
- City of Norco - Kevin Bash
- City of Perris - Rita Rogers
- City of San Jacinto - Crystal Ruiz (Chair)
- City of Temecula - James Stewart
- City of Wildomar - Ben Benoit
- County, District 1 - Kevin Jeffries
- County, District 2 - Karen Spiegel
- County, District 3 - Chuck Washington
- County, District 5 - Jeff Hewitt
- Eastern Municipal Water District (EMWD) - Phil Paule
- Western Municipal Water District (WMWD) - Brenda Dennstedt
- WRCOG Executive Director - Dr. Kurt Wilson

*Arrived after Roll Call

4. PUBLIC COMMENTS

Arnold San Miguel, SCAG, announced that Senate Bill 197 was enacted into law late last month and changed the Housing Element rezoning deadlines. Jurisdictions that have an adopted housing element found in compliance by October 15, 2022, will generally have until February 2025 to complete required rezonings. The California Department of Housing and Community Development (HCD) urges SCAG

jurisdictions that do not yet have an adopted housing element, deemed compliant with Housing Element Law, to submit their adopted housing elements to HCD no later than August 15, 2022.

On August 2, 2022, SCAG and the San Diego Association of Governments will host the fall Housing Policy Forum on Equitable Housing. Join policymakers and thought leaders to gain insight on trends in homeownership and explore opportunities and innovations that will create a more equitable and sustainable housing ecosystem across Southern California.

Next month, SCAG and the USC Sol Price School of Public Policy invite you to the 33rd annual Demographic Workshop, "Forecasting the New Normal." The workshop will be held virtually in two parts on Wednesday, September 14, 2022, and Wednesday, September 21, 2022, from 1:30 p.m. to 4:45 p.m. Experts will weigh in on how we can forecast an uncertain future with the relatively limited information available today. The program will also include a keynote address and a series of expert-led roundtable discussions. Registration is now open on the SCAG website at <https://scag.ca.gov/events>.

5. CONSENT CALENDAR

RESULT: APPROVED AS RECOMMENDED

MOVER: Menifee

SECONDER: District 3

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

A. Assembly Bill 361 Findings

Action:

1. Affirmed the findings of the Executive Committee in Resolution Number 01-22, adopted on April 4, 2022, which are:
 - a. The Governor proclaimed a State of Emergency on March 4, 2020, related to the COVID-19 pandemic, which State of Emergency continues to exist today; and
 - b. State or local officials have recommended measures to promote social distancing.

B. Summary Minutes from the July 11, 2022, Executive Committee Meeting

Action:

1. Approved the Summary Minutes from the July 11, 2022, Executive Committee meeting.

C. Finance Department Activities Update

Action:

1. Received and filed.

D. WRCOG Committees and Agency Activities Update

Action:

1. Received and filed.

E. Report out of WRCOG Representatives on Various Committees

Action:

1. Received and filed.

F. Legislative Activities Update

Action:

1. Received and filed.

G. RHNA Reform Comment Letter

Action:

1. Authorized the Executive Director to submit the provided comment letter regarding future RHNA allocation methodologies to SCAG.

6. REPORTS / DISCUSSION

A. Cal Cities Activities Update

Erin Sasse, Regional Public Affairs Manager, Cal Cities, reported that the Legislature is back in session. August 12, 2022, is the deadline for fiscal matters.

Hot bill list:

- AB 915 would require cities to have a max height to 25' for multi-family / single-family Accessory Dwelling Units within half a mile of transit.
- AB 1685 would require cities to forgive at least \$1,500 annually in parking tickets for homeless persons.
- AB 2011 requires cities to ministerially approve, without conditions, affordable housing and mixed use development in areas that typically have office, retail, or parking, regardless of General Plans.
- SB 932 requires cities to adopt bicycle and pedestrian elements in General Plans beginning June 30, 2024.

Cal Cities is supporting several catalytic converter bills currently moving through the Legislature.

In the recent budget approval, \$180M was approved regarding SB 1383 implementation.

Action:

1. Received and filed.

B. PACE Programs Activities Update: Purchase and Sale Agreement with First National Assets

Casey Dailey, WRCOG Director of Energy & Environmental Programs, reported that in September 2015 this Committee adopted a policy to review the number and dollar amount of delinquencies on an annual basis.

For the 2021/2022 Tax Year, 32,085 assessments were enrolled on parcels totaling \$84,610,015.24. Of

that amount, 1.35% are delinquent. In order to ensure a PACE assessment delinquency does not result in a foreclosure, WRCOG partners with First National Assets (FNA), a third-party, that purchases the delinquency receivables.

Committee member Wendy Hewitt asked why hire FNA instead of letting delinquencies go through the due process.

Mr. Dailey responded that the proposed action allows the bond holders to be made whole, and allows this Committee to defer judicial foreclosures.

Actions:

1. Adopted Resolution Number 22-22; A Resolution of the Executive Committee of the Western Riverside Council of Governments approving a Purchase and Sale Agreement for the sale of Assessment Installment Receivables.
2. Authorized the Executive Director to enter into a Purchase and Sale Agreement, substantially as to form, with First National Assets for the purchase of delinquent assessment receivables.

RESULT: APPROVED AS RECOMMENDED

MOVER: District 5

SECONDER: District 2

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

C. Smart Streetlight Implementation Plan and Broadband Assessment

Daniel Soltero, WRCOG Program Manager, reported that the Smart Streetlight Implementation Plan & Broadband Assessment is a strategy that is completely scalable, can be applied to the wide range of community contexts in WRCOG's member jurisdictions, and can be used by WRCOG or any of its individual member agencies to develop a smart city program.

Dawn Wilson, Michael Baker International, reported that the Smart Streetlight Implementation Plan was developed in a multi-step process, including an agency readiness survey and member agency engagement, peer review and smart city research, technology review, procurement strategies review, and an implementation strategy. The implementation strategy is a three-phase process: 1) Assessment, 2) Test, and 3) Expand. In Phase 1, an agency assessment, needs assessment, and a technology assessment will need take place to inform the planning and implementation of a smart streetlight / smart city program. In Phase 2, a test / pilot project is recommended as it allows agencies to see the real-world implications of a technology at a minimal investment and allows for a cost-benefit analysis prior to full scale deployment. Finally, Phase 3 activities include identifying procurement strategies and funding mechanisms and deploying the project at full-scale.

Broadband is a key requirement for smart cities. The Broadband Assessment was included in the Smart Streetlight Implementation Plan at the request of one of WRCOG's member agencies. This document summarizes the stakeholder engagement and broadband programs' research conducted on the County of Riverside's RIVCO Connect, the Inland Empire Regional Broadband Consortium (IERBC), the City of Loma Linda's Connected Communities Program (LLCCP), the City of Rancho Cucamonga's "Rancho

Fiber” municipal broadband program, and the South Bay Cities COG “South Bay Fiber Network.” Following the completion of the Broadband Assessment, staff have identified potential activities that WRCOG can take to support broadband development and implementation in Western Riverside County.

Mr. Soltero added that municipal broadband is not revenue-generating. Regional collaboration provides bargaining power and helps to reduce rates.

Actions:

1. Accepted the Smart Streetlight Implementation Plan and Broadband Assessment.
2. Directed staff to implement Phase 1 of the Smart Streetlight Implementation Plan.
3. Directed staff to provide bi-monthly updates on broadband funding opportunities and convene meetings as needed to disseminate information on broadband-related funding opportunities.

RESULT: APPROVED AS RECOMMENDED

MOVER: San Jacinto

SECONDER: Wildomar

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

ABSTAIN: Calimesa, District 1,

7. REPORT FROM THE TECHNICAL ADVISORY COMMITTEE CHAIR

Technical Advisory Committee (TAC) Chair Rob Johnson reported that he is the new Chair for the current fiscal year; the Vice-Chair is Rod Butler from the City of Jurupa Valley, and the 2nd Vice-Chair is Clara Miramontes from the City of Perris. The TAC recently received a report on TUMF revenue and the same Smart Streetlight item presented here today. TAC members are all in various stages of the same challenges such as addressing the homeless population in housing, addiction, and mental health, as well as funding for all of these matters.

8. REPORT FROM COMMITTEE REPRESENTATIVES

Committee member Brian Tisdale, CALCOG representative, reported that CALCOG met to approve the budget and review legislative updates, similar to Cal Cities.

Committee member Ted Hoffman, SAWPA OWOW representative, reported that Prop 1 Round 2 projects are in and there is approximately \$20M available. The projects will be announced late September / early October 2022, and submitted to the Department of Water Resources for final review and selection.

Committee member Ben Benoit, South Coast AQMD representative for cities in Riverside County, reported that he attended a conference and spoke with CARB Board members regarding CARB's scoping plan and current rule for heavy diesel trucks, including fleets which contain more than 10 vehicles, require zero emissions by the year 2045. There needs to be some carve-outs for Renewable Natural Gas vehicles, for example.

9. REPORT FROM THE EXECUTIVE COMMITTEE CHAIR

Chair Ruiz had no update to provide.

10. REPORT FROM THE EXECUTIVE DIRECTOR

Dr. Kurt Wilson reported that WCE's bankruptcy plan has been approved by the courts. CALPERS members should pay close attention to CALPERS in the coming months due to recently proposed rule changes. The staff-driven WRCOG Good Vibes Team has reinstated the Employee of the Quarter recognition, and selected Farzad Habibi in the Fiscal Department. WRCOG is in the middle of an interim audit. Regarding the Beaumont settlement, the money Beaumont owes to WRCOG does not accrue interest, which makes it more difficult to get a discount, and looking back over the last 10 years, the breaking point is significantly lower, so Beaumont has respectfully declined the offer; staff is considering the matter closed unless Beaumont comes back with another offer. Suzy Nelson's last day is Wednesday; she is going to work for the City of Menifee.

11. ITEMS FOR FUTURE AGENDAS

There were no items for future agendas.

12. GENERAL ANNOUNCEMENTS

Committee member Jeff Hewitt announced that he attended a ribbon cutting in the City of Banning for transitional housing for the homeless.

Committee member Brenda Dennstedt announced that the Landscape Style Guide has been distributed and was developed in-house by staff.

Committee member Kevin Bash announced that a one-year candle light vigil for the 13 lost soldiers is scheduled for August 25, 2022, at 6 p.m. in the City of Norco.

13. NEXT MEETING

The next Executive Committee meeting is scheduled for Monday, September 12, 2022, at 2:00 p.m., on the Zoom platform with the option for Committee members to attend in person at WRCOG's office.

14. CLOSED SESSION

Steve DeBaun, WRCOG Legal Counsel, announced that the Closed Session item is in regards to a claim filed by John B. Koch, received February 22, 2022.

CONFERENCE WITH LEGAL COUNSEL - Anticipated litigation

- Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(1): 1 Case (Koch)

There were no reportable actions.

15. ADJOURNMENT

The meeting was adjourned at 3:22 p.m.



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Finance Department Activities Update
Contact: Andrew Ruiz, Chief Financial Officer, aruiz@wrcog.us, (951) 405-6740
Date: September 12, 2022

Requested Action(s):

1. Receive and file.

Purpose:

The purpose of this item is to provide an update on the Agency financials through June 2022.

WRCOG 2022-2027 Strategic Plan Goal:

Goal #3 - Ensure fiscal solvency and stability of the Western Riverside Council of Governments.

Background:

On January 12, 2022, the Executive Committee adopted a new Strategic Plan with specific fiscal-related goals:

1. Maintain sound, responsible fiscal policies.
2. Develop a process to vet fiscal impact(s) and potential risk(s) for all new programs and projects.
3. Provide detailed financial statements for public review online.

As staff begin to work on meeting these goals, they will seek input through WRCOG's Committee structure regarding updates and to ensure these goals are being met.

Financial Report Summary Through June 2022

The Agency's Financial Report summary through June 2022, a monthly overview of WRCOG's financial statements in the form of combined Agency revenues and costs, is provided as Attachment 1. Note that these are not the final numbers for the Fiscal Year as staff are still closing the Agency's books. Please note that the Financial Summary Report will be undergoing a complete change in the coming months, with more detail, in alignment with Strategic Plan Goal #3.

Fiscal Year (FY) 2021/2022 Year End and Agency Audit

Fiscal Year 2021/2022 has now ended and staff are beginning to work on closing the Agency's books. WRCOG will be utilizing the services of the audit firm Van Lant and Fankhanel (VLF) to conduct its financial audit. During FY 2021/2022, an RFP was released for financial auditing services as a

Government Finance Officers Association (GFOA) best practice, as WRCOG has utilized auditing firm Rogers, Anderson, Malody and Scott for the past five years. WRCOG ended up selecting a new audit firm (VLF) to conduct its audits based on the results of the RFP.

In July 2022, VLF conducted the first phase of the audit, known as the interim audit, which involves preliminary audit work that is conducted prior to the books being fully closed. The interim audit tasks are conducted in order to gain an understanding of the Agency's processes during the year and to compress the period needed to complete the final audit after the books have been closed. The interim audit has now been completed and the final audit is scheduled for October 2022.

Prior Action(s):

None.

Fiscal Impact:

Finance Department activities are included in the Agency's adopted Fiscal Year 2022/2023 Budget under the Administration Department under Fund 110.

Attachment(s):

[Attachment 1 - June Budget to Actuals](#)



Western Riverside Council of Governments

Budget to Actuals

For Month Ending June 30, 2022

| | Approved Budget 6/30/2022 | Actual Thru 6/30/2022 | Remaining Budget 6/30/2022 |
|---------------------------------|---------------------------------|-----------------------------|----------------------------------|
| Total Agency | | | |
| Revenues | | | |
| Member Dues | 286,640 | 294,410 | (7,770) |
| Interest Revenue - Other | 17,500 | 13,173 | 4,327 |
| Overhead Transfer In | 2,000,000 | 2,106,624 | (106,624) |
| TUMF Commercial | 4,800,000 | 919,105 | 3,880,895 |
| TUMF Retail | 4,800,000 | 4,390,472 | 409,528 |
| TUMF Industrial | 7,680,000 | 12,705,240 | (5,025,240) |
| TUMF Single Family | 19,200,000 | 49,646,385 | (30,446,385) |
| TUMF Multi Family | 9,600,000 | 6,218,406 | 3,381,594 |
| TUMF Commerical - Admin Fee | 200,000 | 38,296 | 161,704 |
| TUMF Retail - Admin Fee | 200,000 | 182,936 | 17,064 |
| TUMF Industrial - Admin Fee | 320,000 | 529,385 | (209,385) |
| TUMF Single Family - Admin Fee | 800,000 | 2,068,599 | (1,268,599) |
| TUMF Multi-Family - Admin | 400,000 | 259,100 | 140,900 |
| TUMF Beaumont Settlement | - | 25,000 | (25,000) |
| Grant Revenue | 1,663,000 | 940,270 | 722,730 |
| LTF Revenue | 750,000 | 866,250 | (116,250) |
| RIVTAM | 50,000 | 46,300 | 3,700 |
| Fellowship Revenue | 100,000 | 104,515 | (4,515) |
| PACE Admin Revenue | 3,179,548 | 2,772,715 | 406,833 |
| Regional Energy Network Revenue | 5,051,019 | 769,092 | 4,281,927 |
| Clean Cities Revenue | 240,000 | 253,764 | (13,764) |
| Solid Waste Revenue | 112,970 | 158,157 | (45,187) |
| Used Oil Grants | 168,023 | 168,023 | - |
| Gas Co. Prtnrsh Revenue | 108,400 | 63,749 | 44,651 |
| Regional Streetlights Revenue | 211,725 | 146,759 | 64,966 |
| PACE Commercial Sponsor Revenue | 400,000 | 421,301 | (21,301) |
| Total Revenues | \$ 63,649,588 | \$ 86,108,027 | \$ (22,458,439) |
| Expenses | | | |
| Salaries & Wages - Fulltime | 2,745,899 | 2,605,894 | 140,005 |
| Fringe Benefits | 1,319,884 | 1,036,270 | 283,614 |
| Overhead Allocation | 1,682,458 | 1,610,775 | 71,683 |
| General Legal Services | 1,868,100 | 1,798,675 | 69,425 |
| Audit Svcs - Professional Fees | 35,000 | 30,125 | 4,875 |
| Bank Fees | 33,885 | 52,932 | (19,047) |
| Commissioners Per Diem | 57,500 | 56,150 | 1,350 |
| Parking Cost | 20,000 | 24,377 | (4,377) |
| Office Lease | 350,000 | 339,894 | 10,106 |
| Fuel Expense | 1,500 | 123 | 1,377 |
| Parking Validations | 15,450 | 4,138 | 11,312 |
| Staff Recognition | 1,000 | 473 | 527 |
| Coffee and Supplies | 3,000 | 2,456 | 544 |
| Event Support | 95,737 | 112,554 | (16,817) |
| Meeting Support Services | 5,250 | 32 | 5,218 |
| Program/Office Supplies | 13,700 | 19,546 | (5,846) |
| Supplies/Materials | 33,540 | 30,517 | 3,023 |
| Computer Equipment/Supplies | 2,000 | 3,631 | (1,631) |
| Computer Software | 102,000 | 82,368 | 19,632 |
| Rent/Lease Equipment | 15,000 | 9,693 | 5,307 |
| Membership Dues | 31,750 | 17,124 | 14,626 |
| Subscriptions/Publications | 4,250 | 8,997 | (4,747) |



Western Riverside Council of Governments

Budget to Actuals

For Month Ending June 30, 2022

| | Approved Budget 6/30/2022 | Actual Thru 6/30/2022 | Remaining Budget 6/30/2022 |
|------------------------------------|---------------------------------|-----------------------------|----------------------------------|
| Total Agency | | | |
| Postage | 5,350 | 3,523 | 1,827 |
| Other Household Expenses | 3,250 | 1,799 | 1,451 |
| Storage | 5,000 | 6,051 | (1,051) |
| Recording Fee | 10,000 | 17,374 | (7,374) |
| Printing Services | 4,000 | 2,568 | 1,432 |
| Computer Hardware | 16,500 | 5,402 | 11,098 |
| Communications - Regular Phone | 16,000 | 14,755 | 1,245 |
| Communications - Cellular Phones | 13,500 | 14,466 | (966) |
| Communications - Computer Services | 53,000 | 31,733 | 21,267 |
| Communications - Web Site | 8,000 | 1,322 | 6,678 |
| Equipment Maintenance | 10,500 | 5,083 | 5,417 |
| Insurance - Errors & Omissions | 15,000 | 9,335 | 5,665 |
| Insurance - Gen/Busi Liab/Auto | 99,500 | 81,492 | 18,008 |
| WRCOG Auto Insurance | 4,500 | 2,802 | 1,698 |
| TUMF Project Reimbursement | 46,080,000 | 14,790,106 | 31,289,894 |
| Seminars/Conferences | 9,650 | 7,627 | 2,023 |
| Travel - Mileage Reimbursement | 9,500 | 5,567 | 3,933 |
| Travel - Ground Transportation | 2,300 | 1,741 | 559 |
| Travel - Airfare | 4,250 | 3,437 | 813 |
| Lodging | 3,800 | 4,641 | (841) |
| Meals | 7,400 | 4,136 | 3,264 |
| Other Incidentals | 5,000 | 921 | 4,079 |
| Training | 7,500 | 10,485 | (2,985) |
| Consulting Labor | 2,924,616 | 1,937,296 | 987,320 |
| Total Expenses | \$ 57,513,228 | \$ 25,052,427 | \$ 33,502,555 |



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: WRCOG Committees and Agency Activities Update
Contact: Chris Gray, Deputy Executive Director, cgray@wrcog.us, (951) 405-6710
Date: September 12, 2022

Requested Action(s):

1. Receive and file.
-

Purpose:

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

WRCOG 2022-2027 Strategic Plan Goal:

Goal #4 - Communicate proactively about the role and activities of the Council of Governments and its members.

Background:

Attached are summary recaps of actions and activities from recent WRCOG standing Committee meetings that occurred during the month of August 2022.

Prior Action(s):

August 1, 2022: The Executive Committee received and filed.

Fiscal Impact:

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

Attachment(s):

[Attachment 1 - August 2022 meetings recaps](#)



**Western Riverside Council of Governments
Executive Committee and Supporting Foundation
Meetings Recap**
August 1, 2022

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

Agenda Packet: <https://wrcog.us/DocumentCenter/View/9566/ec0822>

PowerPoint Presentation: <https://wrcog.us/DocumentCenter/View/9568/ec0822pp>

Cal Cities Activities Update

- Several bills of interest to members include SB 897 and AB 916 which increase height limits for ADU's
- Additional information regarding SB 205 was requested which can be found here:
<https://ct3.blob.core.windows.net/21blobs/2b4feec5-444f-4c28-ba19-4422ff9a7895>

PACE Programs Activities Update

- The Executive Committee adopted a resolution which authorizes WRCOG to enter into a Purchase and Sale Agreement for delinquent PACE assessments with First National Assets (FNA). The Agreement allows WRCOG to make bondholders whole while deferring any judicial foreclosures on properties with delinquent PACE assessments
- The Executive Committee also authorized the Executive Director to enter into said Agreement with FNA for the purchase of delinquent assessments.

Smart Streetlight Implementation Plan and Broadband Assessment

- The Smart Streetlight Implementation Plan & Broadband Assessment is a strategy that is completely scalable, can be applied to the wide range of community contexts in WRCOG's member jurisdictions, and can be used by WRCOG or any of its individual member agencies to develop a smart city program.
- The Smart Streetlight Implementation Plan was developed in a multi-step process, including an agency readiness survey and member agency engagement, peer review and smart city research, technology review, procurement strategies review, and an implementation strategy. The implementation strategy is a three-phase process: 1) Assessment, 2) Test, and 3) Expand. In Phase 1, an agency assessment, needs assessment, and a technology assessment will need take place to inform the planning and implementation of a smart streetlight / smart city program. In Phase 2, a test / pilot project is recommended as it allows agencies to see the real-world implications of a technology at a minimal investment and allows for cost-benefit analysis prior to full scale deployment. Finally, Phase 3 activities include identifying procurement strategies and funding mechanisms and deploying the project at full-scale.
- Broadband is a key requirement for smart cities. The Broadband Assessment was included in the Smart Streetlight Implementation Plan at the request of one of WRCOG's member agencies. This document summarizes the stakeholder engagement and broadband programs' research conducted on the County of Riverside's RIVCO Connect, the Inland Empire Regional Broadband Consortium (IERBC), the City of Loma Linda's Connected Communities Program (LLCCP), the City of Rancho Cucamonga's "Rancho Fiber" municipal broadband program, and the South Bay Cities COG "South Bay Fiber Network." Following the completion of the Broadband Assessment, staff have identified potential activities that WRCOG can take to support broadband development and implementation in Western Riverside County.

Western Municipal Water District Landscape With Style Guide

- Click on the following link to access the full color brochure of the Landscapes with Style Guide:
<https://www.wmwd.com/479/Landscape-guide-books>

Public Comment by SCAG

- Senate Bill 197 was enacted into law late last month and changed the Housing Element rezoning deadlines. Jurisdictions that have an adopted housing element found in compliance by Oct. 15, 2022, generally, will have until February 2025 to complete required rezonings. HCD urges SCAG jurisdictions that do not yet have an adopted housing element, deemed compliant with Housing Element Law, to submit their adopted housing elements to HCD no later than Aug. 15, 2022.
- SCAG has resources that may help. For questions on potential technical assistance, please contact housing@scag.ca.gov.
- SCAG & SANDAG to host fall Housing Policy Forum: Equitable Housing
 - August 2, 2022: 11 a.m. to 1 p.m. – SCAG and the San Diego Association of Governments will host the fall Housing Policy Forum on Equitable Housing. Join policymakers and thought leaders to gain insight on trends in homeownership and explore opportunities and innovations that will create a more equitable and sustainable housing ecosystem across Southern California. Register online to attend at https://form.jotform.com/221516306595052?utm_source=SCAG+Community&utm_campaign=bdc45a70e-HOUSING_2022_07_26&utm_medium=email&utm_term=0_d8c0406cae-bdc45a70e-1301169594
- 33rd Demographic Summit
 - Next month, SCAG and the USC, Sol Price School of Public Policy invite you to the 33rd annual Demographic Workshop, "Forecasting the New Normal." The workshop will be held virtually in two parts on Wednesday, Sept. 14, and Wednesday, Sept. 21 from 1:30 p.m. to 4:45 p.m.
 - Experts will weigh in on how we can forecast an uncertain future with the relatively limited information available today. The program will also include a keynote address and a series of expert-led roundtable discussions. Registration is now open on EVENTS portion of the SCAG website.

Next Meeting

The next Executive Committee meeting is scheduled for Monday, September 12, 2022, at 2:00 p.m., on the Zoom platform with the option for Committee members to attend in-person at WRCOG's office.

LEGISLATIVE UPDATE

It is crunch time for the legislature. Once legislators return from Summer Recess on August 1, they only have until midnight on August 31 to pass legislation, including an August 12th fiscal deadline for bills that must still pass out of the Appropriations committees. Most bills still must pass a full vote on the Floor of both houses, so your advocacy is very important now -- the exceptions are those bills that haven't been substantially amended in their second house (in the Assembly for SB bills and the Senate for AB bills). Feel free to reach out to me if you have questions on a specific bill.

The bulk of the State's FY22-23 budget has just been signed into law, there is still a possibility for additional trailer bills to be passed by the legislature when they return from recess. To that end, Cal Cities is focusing our efforts on the **\$933.5 million** owed to cities, counties, and special districts all over the state for reimbursement of unfunded state mandates:

Cal Cities continues to focus pressure on the more than 50 bills that are still alive and under consideration by the Legislature. Of those 50+ bills, 35 bills have been elevated as priority bills that Cal Cities has asked for our members' help to defeat or pass. You can find an updated list of all the priority bills [HERE](#), but I've pulled out several to highlight for you below:

AB 916 (Salas) Accessory Dwelling Units – OPPOSE UNLESS AMENDED

Requires cities increase the height maximum of ADU's from 16 to 18 feet on all parcels and to 25 feet for multifamily or single-family parcel located within a half mile of transit. AB 916 also would add a provision which sets a minimum height requirement of 25 feet for ADUs that are attached to a primary single family residence.

Location: Senate Appropriations

AB 1740 (Muratsuchi) Catalytic Converters; AB 2407 (O'Donnell) Vehicle Tampering: theft of catalytic converters; and SB 1087 (Gonzalez) Catalytic Converters – SUPPORT.

AB 1740 – Requires a core recycler who accepts a catalytic converter for recycling to maintain a written record that contains, in addition to the vehicle identification number under existing law, the year, make, and model of the vehicle from which the catalytic converter was removed. Also, would prohibit a core recycler from entering into a transaction to purchase or receive a catalytic converter from a person that is not a commercial enterprise or owner of the vehicle from which the catalytic converter was removed.

AB 2407 – Requires a core recycler who accepts a catalytic converter for recycling to report all sale information to the chief of police or to the sheriff. Also, would prohibit a core recycler from providing payment for a catalytic converter unless they obtain a thumbprint of the seller

SB 1087 – Prohibits any person from purchasing a used catalytic converter from anybody other than certain specified sellers.

AB 1685 (Bryan) Parking Violations – OPPOSE UNLESS AMENDED

Requires cities and other processing agencies to forgive at least \$1,500 in parking fines and fees annually for a qualified homeless person, allowing applicants to request forgiveness at least four times a year.

AB 2011 (Wicks) Affordable Housing and High Road Jobs Act of 2022 – OPPOSE.

Requires cities to ministerially approve, without condition or discretion, certain affordable and mixed-use housing developments in areas of a city where office, retail, or parking are principally allowed regardless of any inconsistency with a local government's general plan, specific plan, zoning ordinance, or regulation. This bill also prohibits locally imposed parking minimums at these developments.

Location: Assembly Appropriations

[AB 2097 \(Friedman\) Residential and Commercial Parking](#) – OPPOSE

Prohibits cities from enforcing minimum parking requirements for developments located within ½ mile of a major transit stop (15 minute headway during peak hours).

Location: Senate Appropriations

[SB 6 \(Caballero\) Local Planning: Housing: commercial zones](#) – OPPOSE UNLESS AMENDED

Creates a new process allowing residential development on certain commercial and industrial sites, including allowing qualifying projects to use the streamlined application procedures of SB 35 (Wiener, 2017).

Location: Assembly Appropriations

[SB 897 \(Wieckowski\) Accessory Dwelling Units](#) – OPPOSE

Requires cities to allow ADUs to be constructed with a height of up to 25 feet, within 1/2 mile of a major transit stop or high-quality bus corridor, and permit constructed ADUs that are in violation of state building standards and in violation of local zoning requirements.

Location: Assembly Appropriations

[SB 932 \(Portantino\) General plans: circulation element: bicycle and pedestrian plans and traffic calming plans](#) – OPPOSE.

Would require cities to adopt significant bicycle, pedestrian, and traffic calming elements when they develop and revise their general plans on or after June 30, 2024. Would also create a new legal liability for local governments between January 2024 and January 2028, if a local government fails to implement those plans.

Location: Assembly Appropriations

[SB 1067 \(Portantino\) Housing Developments: Parking Requirements](#) – OPPOSE.

Would significantly restrict parking requirements within ½ mile of public transit. Public transit is defined as: 1) a high-quality transit *corridor* (includes ferry terminals, rapid transit or the intersection of bus routes with 15-minute headways).

Location: Assembly Appropriations

[SB 1186 \(Wiener\) Medicinal Cannabis Patients' Right of Access Act](#) – OPPOSE.

Undermines the intent of the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA) by eliminating a local jurisdiction's ability to prohibit medical cannabis delivery activities, regardless of the needs or conditions in the jurisdiction.

Location: Assembly Appropriations

Eggman Behavioral Health Package: Cal Cities is recommending a support position on Senator Eggman's bills that would modernize California's behavioral health continuum. Although SB 965 and SB 1416 did not move out of committee we are still supportive of [SB 929 \(Eggman\)](#), [SB 970 \(Eggman\)](#), [SB 1035 \(Eggman\)](#), [SB 1154 \(Eggman\)](#), [SB 1127 \(Eggman\)](#), and [SB 1238 \(Eggman\)](#).

- Cal Cities also has a support if amended position on [SB 1338 \(Umberg\)](#), the Community Assistance, Recovery, and Empowerment Court program, also known as CARE Court.



**Western Riverside Council of Governments
Planning Directors Committee
Meeting Recap
August 11, 2022**

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

Agenda Packet: <https://wrcog.us/DocumentCenter/View/9569/pdc081122>

PowerPoint Presentation: <https://wrcog.us/DocumentCenter/View/9577/pdc0822pp>

Selection of Planning Directors Committee Leadership for Fiscal Year 2022/2023

- Chair: Travis Randel, City of San Jacinto
- Vice-Chair: Dianne Guevara, City of Jurupa Valley
- 2nd Vice-Chair: Kenneth Phung, City of Perris

Housing Element Compliance Update by HCD

- Sohab Mehmood, HCD, provided an update on the Housing Element Update timeline with the implementation of Senate Bill 197, which was signed into law on June 30, 2022, and changes the rezoning deadlines for jurisdictions.
- Jurisdictions may maintain the approximate three-year rezoning deadline if their adopted housing element is found in compliance within one year after the statutory due date.
- A housing element that is adopted and found in compliance means HCD has completed its review of the adopted element and has issued a review letter finding the element in compliance with Housing Element Law.
- HCD is recommending that jurisdictions submit their adopted housing elements to HCD 60 days before the one-year anniversary of the 2021 statutory deadline.

Lessons Learned From Senate Bill (SB) 35: Expediting Processing

- Alexa Washburn, National Community Renaissance, provided a presentation on lessons learned from implementing Senate Bill 35. SB 35 provides a streamlined ministerial approval process in which multifamily housing development projects and mixed-use projects with at least two-thirds of the square footage designated for residential are treated as “by right” and not subject to CEQA review.
- The presentation also covered the benefits of SB 35 to an affordable housing developer and how jurisdictions may be able to implement steps to expedite the processing for projects that fall under the SB 35 laws.

GIS Tool - Underutilization Explorer Dashboard

- Robert Kain, Houseal Lavigne Associates (HLA), provided a presentation on a GIS tool. WRCOG is utilizing REAP funding on a GIS tool to help jurisdictions identify underutilized sites that are conducive to housing development.
- This tool, referred to as the Underutilization Explorer Dashboard, offers a new, innovative, evidence-based method to help jurisdictions identify locations conducive to housing development. This method is based on the development concept of underutilization. Underutilization helps jurisdictions identify locations that are built out substantially below what is currently allowed by zoning.

- HLA has performed the analysis and developed a dashboard showing a map of underutilized parcels in Western Riverside County. The dashboard is cloud-based, so there is no need to install or configure any software. Furthermore, the data and dashboard will be hosted via ArcGIS online.

SB 9 Toolkit Summary

- WRCOG staff provided an overview of the proposed scope of work for the Senate Bill (SB) 9 Toolkit that will be prepared for use by member agencies.
- Staff asked the Planning Directors for feedback on the scope, specifically in regard to the usefulness a model ordinance and format of the training sessions. Several members requested that WRCOG advance the development of a model ordinance.

Legislative Activities Update

- Bill Blankenship highlighted the following bills:
 - AB 916 - Establishes new standards for a dwelling units bedroom count and height limitations for an accessory dwelling unit.
 - AB 2011 - "High Road Jobs Act of 2022" streamlines the ministerial review process for multi-family projects that meet specific labor standards.
 - AB 2668 - Clarifies that development projects qualify for a streamlined ministerial approval process if the project meets objective planning standards.
 - SB 197 - Makes statutory changes necessary to implement the various housing-related provisions of the 2022 Budget Act, including the extension of the deadline for adoption of housing elements.

Future Agenda Items

- Chris Gray noted that the following agenda items will be brought forward:
 - Workshop on the Objective Design Standards (ODS) toolkit
 - Updates on the Fee Comparison Study and the Residential Trip Generation Study
 - Discussion of the State of California Pro-Housing Designation as applied to WRCOG member agencies

Next Meeting

The next Planning Directors Committee meeting is scheduled for Thursday, September 8, 2022, at 9:30 a.m., on the Zoom platform with the option for Committee members to attend in-person.



**Western Riverside Council of Governments
Public Works Committee
Meeting Recap
August 11, 2022**

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

Agenda Packet: <https://wrcog.us/DocumentCenter/View/9570/pwc081122>

PowerPoint Presentation: <https://wrcog.us/DocumentCenter/View/9578/pwc0822pp>

Selection of the Public Works Committee Leadership for Fiscal Year 2022/2023

- Chair: Stuart McKibben, City of San Jacinto
- Vice-Chair: Paul Toor, City of Jurupa Valley

Safe Streets and Roads for All Grant Opportunity

- John Lower, MicroTraffic Road Safety Video Analytics, presented on the Safe Streets and Roads for All (SS4A) grant opportunity, a new \$1 billion annual competitive funding opportunity to create or expand road safety Action Plans, and/or to implement safety projects in existing Action Plans.
- The “Safe System Approach” that has been adopted in the new U.S. Department of Transportation National Roadway Safety Strategy (transportation.gov) and Caltrans’ 2021 Strategic Highway Safety Plan will be outlined to show its proactive approach to reducing serious injuries and deaths.
- [Click here to Apply for the SS4A Opportunity | US Department of Transportation](#)

Effect on SB 9 on TUMF Calculations

- Suzanne Peterson, WRCOG Senior Analyst, presented information regarding the effect of new legislation (SB 9) on the way TUMF is calculated for residential projects.
- SB 9 does not change the amount of TUMF but instead defines how various developments are treated as single-family units, multi-family units, and accessory dwelling units (ADU’s). This difference is important since the TUMF fee is different between the various residential types.
- Additional information with details about SB 9, lot configurations, and more will be provided through a SB 9 Toolkit that is being developed for use by member jurisdictions.

Request for Early TUMF Reimbursement by a Developer for the Cajalco Road Project in the City of Corona

- Chris Gray, WRCOG Deputy Executive Director, presented a request for an early reimbursement related to the I-15/Cajalco Interchange improvements. In 2021, a developer-funded improvement was completed at this Interchange.
- Per the TUMF Administrative Plan, the developer is entitled to TUMF credit and reimbursement. The estimated reimbursement is \$25M; however, a developer is only allowed to request reimbursement once the development portion of the project is complete.
- In this instance the City of Corona has requested that WRCOG consider an early reimbursement of a portion of the total reimbursement, \$3.3M.
- The PWC directed staff to convene a TUMF Northwest Zone Technical Advisory Committee meeting for discussion and to return with updated policy language for consideration.

Public Comment by SCAG

- 33rd Demographic Summit registration is now open for the SCAG and the USC, Sol Price School of Public Policy 33rd annual Demographic Workshop. This year's theme is "Forecasting the New Normal." The workshop will be held virtually in two parts on Wednesday, September 14th, and Wednesday, September 21st, from 1:30 p.m. to 4:45 p.m.
- Experts will weigh in on how we can forecast an uncertain future with the relatively limited information available today. The program will also include a keynote address and a series of expert-led roundtable discussions.
- For details about the event, please visit scag.ca.gov/demographics.
- CA Clean Air Day is October 5, 2022. Please sign up and take the pledge for your organization and individually.

Future Agenda Items

- Chris Gray, WRCOG Deputy Executive Director, noted that the following agenda items will be brought forward at future meetings:
 - Update on our regional fee comparison study
 - Update on our residential trip generation study
 - TUMF collections for Fiscal Year 2021/2022
 - Completed TUMF Projects by member agency
 - TUMF accrual policy
 - TUMF Nexus Study update

Next Meeting

The next Public Works Committee meeting is scheduled for Thursday, September 8, 2022, at 2:00 p.m., on the Zoom platform with the option for Committee members to attend in-person at WRCOG office.



**Western Riverside Council of Governments
Solid Waste Committee
Meeting Recap
August 17, 2022**

Following is a summary of major items discussed at the August 17, 2022, Solid Waste Committee meeting.

Agenda Packet: <https://wrcog.us/DocumentCenter/View/9576/SWC-packet-081722>

PowerPoint Presentation: <https://wrcog.us/DocumentCenter/View/9581/swc0822pp>

Selection of Solid Waste Committee Leadership for Fiscal Year 2022/2023

- Chair: Caleb Hargis, City of San Jacinto
- Vice-Chair: Andrea Mejia, City of Jurupa Valley

Solid Waste Legislative Update

- Doug Kobold, CPSC, provided a review of signed assembly and senate bills that effect solid waste, packaging, California refund value programs, hazardous waste, PFAS and energy conservation.
- 4,442 bills were introduced to the Legislature; 135 are making their way through the Assembly and Senate.
- Bills to watch include solid waste, grants, and local jurisdiction assistance.

SB 1383 Capacity Planning Activities Update

- Dave Davis and Lucas Arias, MSW Consultants, provided a review of calculated organic waste disposed based on RDRS and a statewide waste characterization study.
- MSW calculated recoverable edible food disposed from commercial edible food (tier) generators.
- MSW created a report that was submitted to the County on the amount of capacity for organics and edible food, which was then incorporated in a report to CalRecycle, per SB 1383 regulations.

General Comments

- The California Supreme Court issued an opinion regarding the applicability of the definition of tax of the California constitution as revised in 2010 by Proposition 26, under franchise agreements. This opinion could have a significant impact on franchise fees.
- Read the full article at https://www.bwslaw.com/news/city-left-holding-the-trash-bag-waste-hauler-franchise-fees-may-be-challenged-as-illegal-taxes/?utm_campaign=Public%20Law%20Alert%20-%20Zolly&utm_medium=email&_hsmi=222966886&_hsenc=p2ANqtz-Tyz8moJ8ATufncWYwpQFI9a7Xg-f_zLu_xsn94zA9c0k_HxTENI8mo1bY-86ssQN5C5qJxJFIS9SscKQSzlrN4PpbbAg&utm_content=222966886&utm_source=hs_email.

Next Meeting

The next Solid Waste Committee meeting is scheduled for Wednesday, November 16, 2022, at 1:00 p.m., on the Zoom platform.



**Western Riverside Council of Governments
Technical Advisory Committee
Meeting Recap
August 18, 2022**

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

Agenda Packet: <https://wrcog.us/DocumentCenter/View/9579/tac0822packet>

PowerPoint Presentation: <https://wrcog.us/DocumentCenter/View/9583/tac0822pp>

Cal Cities Activities Update

- AB 2011 has passed out of Suspense – Cal Cities is working with the author but continues to oppose at this time due to the requirement for all cities to ministerially approve certain affordable housing and mixed-use development in areas zoned for office, retail, or parking, regardless of General Plans.
- SB 932 – Cal Cities still opposes due to lack of flexibility and funding source.
- AB 1685 passed out of Suspense – Cal Cities opposed due to potential significant loss of revenue regarding parking tickets for the homeless.
- AB 1985 – passed and is on the Senate for final vote. Provides additional 2 years to comply with SB 1383 requirements. Cal Cities is asking for amendments to help cities in more rural areas with the procurement piece.
- SB 1127 – reduces the timeline for employers to make decisions regarding workers' compensation and claimed injuries. Cal Cities opposes and does not agree the deadline should be increase.
- AB 1751 – passed out of Suspense. This Bill would extend the sunset date for existing workers' compensation presumptions by two years. Cal Cities is asking that the extension be for only one year.
- AB 1951 – Cal Cities still opposes. This Bill would expand the existing partial sales tax and use tax exemption for the manufacturing and research & development of tangible personal property.

Request for Early TUMF Reimbursement by a Developer for the Cajalco Road Project in the City of Corona

- Chris Gray, WRCOG Deputy Executive Director, presented a request for an early reimbursement related to the I-15/Cajalco Interchange improvements. In 2021, a developer-funded improvement was completed at this Interchange.
- Per the TUMF Administrative Plan, the developer is entitled to TUMF credit and reimbursement. The estimated reimbursement is \$25M; however, a developer is only allowed to request reimbursement once the development portion of the project is complete.
- In this instance the City of Corona has requested that WRCOG consider an early reimbursement of a portion of the total reimbursement, \$3.3M.
- The TAC voted to deny the reimbursement request.

SB 1383 Capacity Planning Activities Update

- Dave Davis and Lucas Arias, MSW Consultants, provided a review of calculated organic waste disposed based on RDRS and a statewide waste characterization study.
- MSW calculated recoverable edible food disposed from commercial edible food (tier) generators.
- MSW created a report that was submitted to the County on the amount of capacity for organics and edible food, which was then incorporated in a report to CalRecycle, per SB 1383 regulations.

Future Agenda Items

- Chairman Rob Johnson asked for a future discussion on mental health services.

Next Meeting

The next Technical Advisory Committee meeting is scheduled for Thursday, September 15, 2022, at 9:30 a.m., on the Zoom platform with the option for Committee members to attend in person.



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Report out of WRCOG Representatives on Various Committees
Contact: Chris Gray, Deputy Executive Director, cgray@wrcog.us, (951) 405-6710
Date: September 12, 2022

Requested Action(s):

1. Receive and file.

Purpose:

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

WRCOG 2022-2027 Strategic Plan Goal:

Goal #1- Serve as an advocate at the regional, state, and federal level for the Western Riverside region.

Background:

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

CALCOG Board of Directors (Brian Tisdale)

The next CALCOG Board of Directors meeting is scheduled for September 23, 2022. Attached is a CALCOG Member Service Summary for Fiscal Year 2021/2022.

SANDAG Borders Committee (Crystal Ruiz)

The SANDAG Borders Committee meeting of August 26, 2022, was cancelled. The next meeting is scheduled for September 23, 2022.

SAWPA OWOW Steering Committee (Ted Hoffman)

The next SAWPA OWOW Steering Committee meeting is scheduled for September 22, 2022.

Prior Action(s):

August 1, 2022: The Executive Committee received and filed.

Fiscal Impact:

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

General Fund (Fund 110).

Attachment(s):

[Attachment 1 - CALCOG Member Service Summary](#)



California Association of Councils of Governments Member Service Summary

I. PRIMARY PRIOR YEAR ACCOMPLISHMENTS (FY 21-22)

- ***\$600 Million in REAP 2.0.*** Building on our effort to establish the first REAP program for planning in the 2018-19 budget, staff successfully lobbied for a project-based SB 375 implementation program in FY 2020-21, which resulted in the \$600 million REAP 2.0 program. This year, we successfully lobbied the state to swap the original source of funding (federal ARPA funds) for more flexible general fund reserves. This will allow investments to be made over a much broader range of activities and is more consistent with the original vision of the program. We also successfully sought a year extension to expend REAP 1.0 funds. We also continue to be a primary liaison and convene regular meetings for our members with responsible administrating agencies.
- ***A Strong Voice of Reason in the AB 285 Process.*** CALCOG played a central role in successfully critiquing and responding to a Transportation Assessment made by the Strategic Growth Council (the AB 285 Report), which also lead to legislation (AB 2237 and AB 2348, both by Assemblymember Friedman). For example, the report concluded that MPOs were not actually implementing SB 375 because the percentage of non-road investments in their TIPs did not align with the similar percentage in the RTP. CALCOG was the first and primary stakeholder who explained why the underlying UC research paper was incorrect—that the TIP was not an appropriate indicator for a variety of reasons. The result was that some of the most egregious language in AB 2237 was removed. Finally, AB 2237 was tabled by the author. Although AB 2438 continues (and CALCOG maintained an oppose unless amended position), it is substantially less troubling than its original form.
- ***California Academy for Regional Leaders.*** We graduated our fourth class of the California Academy for Regional Leaders (CARL). Our goal is to strengthen the capacity of regional organizations to meet the challenges faced by their local communities.
- ***Telling Regional Stories.*** At the direction of our board, we continue to highlight the successes of our regional members to demonstrate the value and service that CALCOG members are providing to their local communities, and the state as a whole.

II. ONGOING FOCUS AREAS AND ACTIVITIES

1. **Information Sharing & Best Practices.** CALCOG's most important work is facilitating the information exchange between our members and with key partners such as the League of California Cities and California State Association of Counties. Each year, CALCOG hosts periodic meetings officials that include briefings on new policy developments, highlights of best practices, and details related to the latest funding and policy developments. These are venues to share ideas, exchange information, and improve policy.
2. **Bill and Policy Tracking.** We have made it easier than ever to track important legislation and administrative policy developments that affect our members with our new Legislative Bill Tracker (www.calcog.org/billtrack) and Policy Tracker (www.calcog.org/policytracker).
3. **SB 375 Implementation.** CALCOG works to improve knowledge and practices for SB 375. We help facilitate the *MPO-State Agency SB 375 Implementation Group* and are in constant contact with the Strategic Growth Council, Air Resources Board, California Department of Transportation, California State Transportation Agency, Department of Housing and Community Development, and other state agencies. CALCOG also continually meets with and educates members of the State Legislature to fully understand SB 375 and its effects on regions.
4. **State Transportation Program and Funding Expertise.** CALCOG members maintain a strong partnership with the state to operate and maintain the transportation system. CALCOG maintains relationships with key personnel from the CalSTA, the California Transportation Commission, and Caltrans to assure open communications are beneficial and continuous.
5. **Federal Issue Monitoring.** CALCOG monitors events, helps coordinate state messaging, and works with national counterparts to ensure that the changes made in Washington are workable and benefit California's regions, large and small.
6. **Member Services and Inquiries.** CALCOG staff is always available for member assistance and inquiries; whether it is planning an effective visit to Sacramento, connecting our members with the right people in the state Administration, or helping answer questions regarding legislation or policy development.



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Single Signature Authority Report
Contact: Julian Brambila, Staff Analyst, jbrambila@wrcog.us, (951) 405-6760
Date: September 12, 2022

Requested Action(s):

1. Receive and file.

Purpose:

The purpose of this item is to notify the Committee of contracts recently signed under the Single Signature Authority of the Executive Director.

WRCOG 2022-2027 Strategic Plan Goal:

Goal #3 - Ensure fiscal solvency and stability of the Western Riverside Council of Governments.

Background:

The purpose of this report is to provide visibility into contracts entered by WRCOG using the authority of the Executive Director. In the process of conducting regular business, WRCOG enters into a number of contracts on an ongoing basis. The process for approving those contracts varies, primarily by amount, and occasionally for other reasons. The Executive Committee has an uncapped level of approval authority (within the constraints of the budget approved by the General Assembly) and the Administration & Finance (A&F) Committee has a limit of \$200k.

Actions taken by either the Executive or A&F Committees are taken during public meetings and subject to public review and scrutiny. The Executive Director has Single Signature Authority for contracts up to \$100,000, and because the use of that process generally happens outside of a public meeting, this report is provided in order to share the information.

For the months of April 2022 through June 2022, six contracts were signed by the Executive Director. Additional information is provided below.

1. In April 2022, an agreement was executed with Alta Planning + Design to provide on-call planning services specific to grant writing assistance. The agreement has a period of performance through April 25, 2025, at an amount not to exceed \$80,000.
2. In April 2022, an agreement was executed with KTU&A for on-call planning services specific to grant writing assistance. The agreement has a period of performance through April 4, 2025, at an amount not to exceed \$80,000.
3. In April 2022, an agreement was executed with the University of California, Riverside, to develop

the Western Riverside County Energy Resilience Plan. This agreement has a period of performance through December 30, 2022, at an amount not to exceed \$44,000.

4. In May 2022, an agreement was executed with Management Partners (Baker Tilly) to prepare a Fiscal Sustainability Plan. The agreement has a period of performance through December 31, 2022, at an amount not to exceed \$74,900.
5. In June 2022, an agreement was executed with Lamar for marketing and digital outreach. The agreement has a period of performance through October 30, 2022, at an amount not to exceed \$18,000.
6. In June 2022, an agreement was executed with Michael Baker International to provide on-call transportation and planning services. The agreement has a period of performance through June 30, 2025, at an amount not to exceed \$100,000.

Prior Action(s):

None.

Fiscal Impact:

This item is for notification purposes only; therefore, there is no fiscal impact from the item. Each of the listed contracts corresponds with an existing budgeted item whose source, authority, and amount are consistent with the purpose and intent of the contract.

Attachment(s):

None.



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Cal Cities Activities Update
Contact: Erin Sasse, Regional Public Affairs Manager, Cal Cities, esasse@cacities.org, (951) 321-0771
Date: September 12, 2022

Requested Action(s):

1. Receive and file.

Purpose:

The purpose of this item is to provide an update of activities undertaken by Cal Cities.

WRCOG 2022-2027 Strategic Plan Goal:

Goal #1 - Serve as an advocate at the regional, state, and federal level for the Western Riverside subregion.

Background:

The League of California Cities has been shaping the Golden State’s political landscape since the association was founded in 1898. It defends and expands local control through advocacy efforts in the Legislature, at the ballot box, in the courts, and through strategic outreach that informs and educates the public, policymakers, and opinion leaders. Cal Cities also offers education and training programs designed to teach city officials about new developments in their field and exchange solutions to common challenges facing their cities.

Information regarding legislation of interest to Cal Cities members is provided as Attachment 1.

Prior Action(s):

None.

Fiscal Impact:

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

Attachment(s):

- [Attachment 1 - Cal Cities Legislative Update](#)
- [Attachment 2 - Cal Cities Sign Veto Requests to Governor](#)



Legislative Update from CalCities

The 2022 legislative session ended on Aug. 31, but technically speaking it stretched into the wee hours of Sept. 1. As usual, lawmakers saved the most contentious bills for last, including an ambitious climate change package.

Most measures impacting cities headed to Gov. Gavin Newsom's desk with little fanfare. A number of the bills awaiting action from the Governor would positively impact cities. Of the nearly forty priority bills for cities, Cal Cities is requesting a veto for 14.

Bills that would expand access to behavioral health care, provide additional time to comply with organic waste recycling regulations, and prevent the theft of catalytic converters all passed. However, a few measures that threaten local control also passed, including those impacting local housing plans, cannabis, and parking regulations.

The Governor has until Sept. 30 to sign or veto any bills on his desk. Below is a breakdown of the top pending priority bills. Cities are encouraged to send letters of support or opposition to the Governor. Updated sample letters and action alerts will be available in the [Cal Cities Action Center](#).

Housing, Community, and Economic Development

Despite several [big budget wins](#) for cities, Cal Cities-supported housing bills, such as [AB 1748 \(Seyarto\)](#) and [AB 1945 \(Aguiar-Curry\)](#), failed to advance this year. Many of the remaining bills would hinder cities' ability to properly plan for and support increased housing.

Two similar bills, [SB 6 \(Caballero\)](#) and [AB 2011 \(Wicks\)](#), which would require cities to approve housing in areas zoned for office, retail, and parking, made it to the Governor's desk. One key difference is that SB 6 would still allow the California Environmental Quality Act (CEQA) to apply. AB 2011 on the other hand, would require cities to ministerially approve, without condition or discretion, such developments. A developer would be able to choose which of the two processes to use.

Cal Cities secured additional flexibility for cities in both bills. However, Cal Cities remains opposed to the measures and is asking the Governor to veto them.

Cal Cities is also requesting a veto for [SB 897 \(Wieckowski\)](#). The measure would make numerous changes to accessory dwelling unit (ADU) law, even though the law has been amended each of the last five years. Most notably, this measure would force cities to allow 25-foot ADUs if they are attached to the primary dwelling. This would effectively create two-story structures.

[AB 2097 \(Friedman\)](#) would remove a bargaining chip for cities: parking requirements. The measure would significantly restrict parking requirements within one half-mile of public transit, which the bill defines as a high-quality transit corridor with a 15-minute interval or a major transit stop. It would also

prohibit a city from imposing parking requirements on certain other housing projects, regardless of how far they are out from transportation. Cal Cities is requesting a veto for AB 2097.

Other priority bills include:

- [AB 2234 \(Rivas, Robert\)](#) Planning and zoning: housing: postentitlement phase permits.
Cal Cities Position: Opposed; Requesting Veto

Transportation, Communications, and Public Works

Cal Cities has already scored several [key transportation victories](#) this year, with most key bills amended to address Cal Cities' concerns. However, a few priority bills remain.

The data-collection bill [AB 2752 \(Wood\)](#) would create an interactive map showing all developed last-mile broadband service connections from the state's open-access, middle-mile broadband project. Last-mile connections are the final connection between an internet company and an end user. Cal Cities is requesting the Governor sign AB 2752, as the additional information would help close the digital divide faster.

Cal Cities is also requesting the Governor's signature for [AB 1938 \(Freidman\)](#). The bill would clarify that cities have the authority to lower their speed limits, as outlined in last year's [AB 43 \(Friedman, 2021\)](#).

However, Cal Cities is seeking a veto on [AB 1685 \(Bryan\)](#). This measure would require cities to forgive at least \$1,500 in parking fines and fees annually for people experiencing homelessness. The measure would significantly increase financial and administrative costs for cities. Moreover, there are already many local and statewide programs in place that reduce the financial burden of these citations.

Community Services

By far the most high-profile measure that would impact cities is [SB 1338 \(Umberg\)](#), the legislative vehicle for the Community Assistance, Recovery, and Empowerment (CARE) Court Program. Cal Cities is requesting the Governor sign the bill after securing several [key amendments](#), including one that clarifies the role of cities in the program.

The CARE Court program aims to connect unsheltered Californians experiencing acute behavioral health needs with a court-ordered care plan managed by a care team in the community. These CARE plans could include clinically prescribed, individualized interventions with several supportive services, medication, and a housing plan.

Cal Cities is also requesting the Governor's signature on a complementary package of bills from Sen. Susan Eggman: [SB 929](#), [SB 1238](#), [SB 1035](#), and [SB 1227](#). Collectively, these measures focus on better coordinating existing systems and increasing access to statewide data about the behavioral health care system.

Relatedly, [AB 2281 \(Lackey\)](#) would establish a grant program to improve access to mental health services for children under the age of five. Historically, California's youngest residents have been left out of similar programs, making this a critical, much-needed change. Local government agencies would be eligible for the program's funding. Cal Cities is requesting the Governor's signature for AB 2281.

Other priority bills include:

- [AB 2164 \(Lee\)](#) Disability Access: Funding
Cal Cities Position: Support; Requesting Signature
- [AB 1742 \(Robert Rivas\)](#) California Cigarette Fire Safety and Firefighter Protection Act: Tobacco Master Settlement Agreement
Cal Cities Position: Support; Requesting Signature
- [AB 2645 \(Rodriguez\)](#) Local emergency plans: integration of access and functional needs: community resilience centers
Cal Cities Position: Support; Requesting Signature

Environmental Quality

Although the final hours of this year’s legislative session were marked by a high-profile climate scrap, Cal Cities’ priority measures escaped unscathed. Cal Cities is requesting the Governor sign the following four bills: [AB 1985 \(Robert Rivas\)](#), [AB 2440 \(Irwin\)](#), [AB 2142 \(Gabriel\)](#), and [AB 2247 \(Bloom\)](#).

The Cal Cities-sponsored AB 1985 would give cities an additional two years to comply with [SB 1383’s \(Lara, 2016\)](#) procurement requirements. The bill builds on the \$180 million secured in the 2022-23 State Budget for the new organic waste recycling regulations.

Another recycling bill, AB 2440, would require producers of batteries and battery-embedded products to establish a stewardship program for their collection, transportation, and recycling. California currently lacks a convenient collection and recycling system for batteries and batteries embedded in products. When improperly disposed of, these products can create fires or explosions.

AB 2247 would require manufacturers of PFAS or a product containing intentionally added PFAS to register the PFAS or the product on the publicly accessible platform. Commonly known as “forever chemicals,” PFAS do not decay, are highly mobile, and can be found in everyday objects. Increasing public awareness about these dangerous chemicals is a cost-effective way to protect the health of residents and the environment.

Water conservation bill AB 2142 would reinstate an important tax exemption for turf replacement rebates from gross income in California. Water efficiency incentive programs like this are a proven, effective way to spur immediate and ongoing water efficiency. However, taxing these rebates can create an unnecessary barrier for households — especially low-income families. If passed, the tax exemption would create a minimal general fund loss for the state.

Public Safety

Lawmakers passed several public safety measures that would be beneficial to cities. Cal Cities is requesting the Governor’s signature on [AB 1740 \(Muratsuchi\)](#) and [SB 1087 \(Gonzalez\)](#). The two bills would increase the tracking of catalytic converter sales and outline parameters for who may purchase or possess them. Since 2020, the number of catalytic thefts in California [has spiked](#). However, police officers have few tools to respond, making this a critical measure.

The Cal Cities-sponsored [AB 662 \(Rodriguez\)](#) also passed out of the Legislature. This measure would provide resources for an evidence-based, comprehensive, and tiered approach to suicide safety for first

responders. Due to their jobs, first responders are five times more likely to suffer from post-traumatic stress disorder or depression than others. Many may be at an elevated risk for suicide, and few receive culturally competent care. Cal Cities is requesting the Governor sign this bill.

Cal Cities is requesting a veto for [SB 1186 \(Wiener\)](#), a bill that would require all jurisdictions to change their ordinances to allow for the delivery of medicinal cannabis. The measure disregards both the intent of the state's regulatory cannabis framework and the reality that local jurisdictions in California have vastly different needs.

Other priority bills include:

- [AB 2730 \(Villapudua\)](#) Prisons: Rehabilitation Programs
Cal Cities Position: Support; Requesting Signature
- [AB 988 \(Bauer-Kahan\)](#) Mental health: 988 Suicide and Crisis Lifeline
Cal Cities Position: Support; Requesting Signature

Governance, Transparency, and Labor Relations

Several problematic labor bills are headed to the Governor's desk for action.

[SB 1127 \(Atkins\)](#) would fundamentally alter longstanding rules and timeframes for determining the eligibility for workers' compensation claims; [SB 284 \(Stern\)](#) would substantially expand California's current workers' compensation presumption for post-traumatic stress disorders. Additionally, [SB 931 \(Leyva\)](#) would create new financial penalties for violating a section of the Government Code that governs employer actions and union membership.

Although Cal Cities secured amendments for SB 1127 and SB 931, the measures remain costly. Cal Cities is seeking a veto for both bills, along with SB 284.

A Cal Cities-sponsored Brown Act bill, [AB 2647 \(Levine\)](#), is also headed to the Governor's desk, and Cal Cities is requesting his signature. This measure would alleviate administrative delays by allowing documents to be shared online with a local legislative body and the public if physical copies are available in person the next business day. The bill would also increase public access to government information.

[SB 1131 \(Newman\)](#) would expand an existing confidentiality program — Safe at Home — to public health officers, election workers, school board members, and others. This program limits the exposure of public officials to harassment, threats, and acts of violence from the public that resulted from their work serving a public entity. This measure would take effect immediately upon signature. Cal Cities is requesting the Governor sign SB 1131.

Other priority bills include:

- [SB 1089 \(Wilk\)](#) Public employee retirement systems: prohibited investments: Turkey
Cal Cities Position: Opposed; Requesting Veto
- [AB 1711 \(Seyarto\)](#) Privacy: breach
Cal Cities Position: Opposed; Requesting Veto

Revenue and Taxation

Despite another record surplus, lawmakers are again seeking to undermine local government budgets for statewide initiatives. [AB 1951 \(Grayson\)](#) would convert the current state General Fund-only sales and use tax exemption for the purchase of manufacturing equipment into a full exemption, including locally approved tax rates. The measure would create an estimated \$2 billion revenue loss for local governments. Notably, the exemption does not have any requirements attached, such as job creation.

Similarly, [AB 2887 \(E. Garcia\)](#) would increase the annual sales and use tax exclusion limit by \$50 million for eligible alternative energy and advanced manufacturing. The annual local government revenue loss for AB 2887 would exceed \$25 million annually for 3 years. Cal Cities is requesting the Governor veto both measures.

Lawmakers also passed [SB 1449 \(Caballero\)](#), which Cal Cities is requesting the Governor sign. The bill would authorize grants to cities for infrastructure projects in proposed or completed annexations of unincorporated areas, particularly disadvantaged communities.

Additionally, [AB 2622 \(Mullin\)](#) is now headed to the Governor's desk. The bill would extend the sales and use tax exemption provided to local governments for zero-emission transit buses. Cal Cities is requesting the Governor's signature for AB 2622.

How cities can respond

The legislative fight is far from over. Gov. Gavin Newsom has until Sept. 30 to sign or veto any bills that reach his desk. Updated sample letters and action alerts will be available in the [Cal Cities Action Center](#).

Cal Cites Sign/Veto Requests to Gov. Newsom

September 2, 2022

Community Services

| Bill No. | Author | Title | Cal Cities Position |
|---|-----------|---|---------------------|
| <i>CARE Court</i> | | | |
| SB 1338 | Umberg | Community Assistance, Recovery, and Empowerment (CARE) Court Program. | Sign |
| <i>Behavioral Health Legislative Package: Data collection</i> | | | |
| SB 929 | Eggman | Community Mental Health Services: Data Collection. | Sign |
| SB 970 | Eggman | Mental Health Services Act. | Sign |
| SB 1238 | Eggman | Behavioral Health Services: Existing and Projected Needs. | Sign |
| <i>Behavioral Health Legislative Package: System Improvements</i> | | | |
| SB 1035 | Eggman | Mental Health Services: Assisted Outpatient Treatment. | Sign |
| SB 1227 | Eggman | Involuntary Commitment: Intensive Treatment. | Sign |
| <i>Children and Youth: Behavioral Health</i> | | | |
| AB 2281 | Lackey | Early Childhood Mental Health Services Act. | Sign |
| <i>Disaster Preparedness</i> | | | |
| AB 2645 | Rodriguez | Local Emergency Plans: Integration of Access and Functional Needs: Community Resilience Centers. | Sign |
| <i>Disability Access</i> | | | |
| AB 2164 | Lee | Disability Access: Funding. | Sign |
| <i>Tobacco Control</i> | | | |
| AB 1742 | Rivas | California Cigarette Fire Safety and Firefighter Protection Act: Tobacco Master Settlement Agreement. | Sign |

Environmental Quality

| Bill No. | Author | Title | Cal Cities Position |
|-------------------------------------|--------------|--|---------------------|
| <i>Solid Waste and Recycling</i> | | | |
| AB 1985 | Robert Rivas | Organic Waste: Recovered Organic Waste Product Procurement Targets: List of Available Products. | Sign |
| AB 2440 | Irwin | Responsible Battery Recycling Act of 2022. | Sign |
| <i>Water and Water Conservation</i> | | | |
| AB 2142 | Gabriel | Income Taxes: Exclusion: Turf Replacement Water Conservation Program. | Sign |
| AB 2247 | Bloom | Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) and PFAS Products and Product Components: Publicly Accessible Reporting Platform. | Sign |
| <i>Coastal</i> | | | |
| SB 867 | Laird | Sea Level Rise: Planning and Adaptation. | None |

Governance, Transparency and Labor Relations

| Bill No. | Author | Title | Cal Cities Position |
|--------------------------------------|---------|--|---------------------|
| <i>Brown Act</i> | | | |
| AB 2647 | Levine | Local Government: Open Meetings. | Sign |
| <i>Labor Relations</i> | | | |
| SB 931 | Leyva | Detering Union Membership: Violations. | Veto |
| <i>Technology and Cyber Security</i> | | | |
| AB 1711 | Seyarto | Privacy: Breach. | Veto |
| <i>Worker's Compensation</i> | | | |
| SB 1127 | Atkins | Workers' Compensation: Liability Presumptions. | Veto |
| SB 284 | Stern | Workers' Compensation: Firefighters and Peace Officers: Post-traumatic Stress. | Veto |
| <i>CalPERS</i> | | | |

| | | | |
|-----------------------------|--------|---|------|
| SB 1089 | Wilk | Public Employee Retirement Systems: Prohibited Investments: Turkey. | Veto |
| <i>City Official Safety</i> | | | |
| SB 1131 | Newman | Address Confidentiality: Public Entity Employees And Contractors. | Sign |

Housing, Community and Economic Development

| Bill No. | Author | Title | Cal Cities Position |
|---------------------------------------|---------------|---|---------------------|
| <i>Planning and Zoning</i> | | | |
| SB 6 | Caballero | Middle Class Housing Act of 2022 | Veto |
| AB 2011 | Wicks | Affordable Housing and High Road Jobs Act of 2022. | Veto |
| AB 2234 | Rivas, Robert | Housing Permits. | Veto |
| <i>Accessory Dwelling Units (ADU)</i> | | | |
| SB 897 | Wieckowski | Accessory Dwelling Units. | Veto |
| <i>Parking Requirements</i> | | | |
| AB 2097 | Friedman | Residential and Commercial Development. Parking Requirements. | Veto |

Public Safety

| Bill No. | Author | Title | Cal Cities Position |
|---|------------|---|---------------------|
| <i>Cannabis</i> | | | |
| SB 1186 | Wiener | Medicinal Cannabis Patients' Right of Access Act. | Veto |
| <i>Catalytic Converter Theft</i> | | | |
| SB 1087 | Gonzalez | Vehicles: Catalytic Converters. | Sign |
| AB 1740 | Muratsuchi | Catalytic Converters. | Sign |
| <i>Fire/ Emergency Medical Services</i> | | | |
| AB 662 | Rodriguez | Mental Health: State Fire Marshal: Training Standards: Peer-to-Peer Suicide Prevention. | Sign |
| <i>Rehabilitation</i> | | | |
| AB 2730 | Villapudua | Prisons: Rehabilitation Programs. | Sign |

Revenue and Taxation

| Bill No. | Author | Title | Cal Cities Position |
|-------------------------|-----------|--|---------------------|
| <i>Tax Exemptions</i> | | | |
| AB 1951 | Grayson | Sales and Use Tax: Manufacturing Exemptions. | Veto |
| AB 2887 | E. Garcia | Sales and Use Tax: Alternative Manufacturing Exemptions. | Veto |
| AB 2622 | Mullin | Sales and Use Tax: Zero Emission Bus Exemption. | Sign |
| <i>Tax Credits</i> | | | |
| SB 843 | Glazer | Renters' Tax Credit. | Sign |
| <i>Annexations</i> | | | |
| SB 1449 | Caballero | Unincorporated Areas: Grant Program. | Sign |

Transportation, Communications, and Public Works

| Bill No. | Author | Title | Cal Cities Position |
|---------------------------|----------|---|---------------------|
| <i>Parking Violations</i> | | | |
| AB 1685 | Bryan | Parking Violations: Forgiveness. | Veto |
| <i>Broadband</i> | | | |
| AB 2752 | Wood | Broadband Mapping. | Sign |
| <i>Traffic Safety</i> | | | |
| AB 1938 | Freidman | Speed Limits: Making Roads Safer With Flexible Speed Limit Setting Tools. | Sign |



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Housing Legislative Activities Update
Contact: Bill Blankenship, On-Call Legislative Consultant, billblankenship63@gmail.com, (951) 206-9020
Date: September 12, 2022

Requested Action(s):

1. Receive and file.
-

Purpose:

The purpose of this item is to provide an update on key housing legislative items.

WRCOG 2022-2027 Strategic Plan Goal:

Goal #1 - Serve as an advocate at the regional, state, and federal level for the Western Riverside subregion.

Background:

This item is reserved for an update on key legislative proposals, dates, and deadlines. The updates are summarized as an attachment to this Staff Report.

Prior Action(s):

August 1, 2022: The Executive Committee received and filed.

March 1, 2021: The Executive Committee authorized the Executive Director to execute an MOU, substantially as to form, with SCAG for the REAP Subregional Partnership Program.

Fiscal Impact:

All staff and consultant expenses related to the preparation of this update are included in Fund 110 (General Fund) under the Transportation & Planning Department associated with the REAP Program. SCAG is reimbursing WRCOG for all expenses related to this item as part of the previously approved REAP Grant.

Attachment(s):

[Attachment 1 - Legislative Update](#)

Key Legislative Deadlines - 2022 Legislative Session

- **May 27th** - Last day for bills to be passed out of the house of origin.
- **July 1st** - Last day for policy committees to meet and report bills.
- **July 1st - July 31st** - Legislative Summer recess.
- **August 1st** - Legislature reconvenes from Summer Recess.
- **August 12th** - Last day for fiscal committees to meet and report bills.
- **August 25th** - Last Day to amend bills.
- **August 31st** - Last day for each house to pass bills.

2021 Bills that are active 2-year bills

SB 490, as amended, Caballero. [Community Anti-Displacement and Preservation Program](#): technical assistance. Summary: The bill would, upon appropriation by the Legislature, establish the [Community Anti-Displacement and Preservation](#) Technical Assistance Program, with the purpose of providing technical assistance to qualified entities engaged in acquisition-rehabilitation projects. The bill would define “acquisition-rehabilitation project” as a project to acquire and preserve unsubsidized housing units and attaching long-term affordability restrictions on the housing units. The bill would define “qualified entity” to include an eligible nonprofit corporation, community land trust, public housing authority, a nonprofit, limited-equity, or workforce housing cooperative, a resident association or organization, and a local or a regional government agency administering an acquisition-rehabilitation project funding program. The Bill would create the [Community Anti-Displacement and Preservation Program](#) Technical Assistance Fund within the State Treasury and would, upon appropriation by the Legislature, allocate the moneys in the fund to the department for the purposes of developing, implementing and administrating the program. **June 2, 2021 - the Bill was ordered to the inactive file at the request of the author. The Bill became a 2-year Bill. January 24, 2022 the Bill was read for a third time and passed out of the Senate on a vote 36-0. May 5, 2022 the Bill was referred to the Assembly Committee on Housing and Community Development. June 8, 2022 the Bill was amended by the author and on June 15, 2022 the Bill’s hearing was postponed by the Committee. June 29, 2022 the Bill passed out of Committee by a vote of 7-0 and was re-referred to the Assembly Committee on Appropriations. August 11, 2022 the Bill passed out of Committee by a vote of 13-3 and on August 15, 2022 the Bill was ordered to a third reading.**

AB 411, as amended, Irwin. Veterans Housing and Homeless Prevention Bond Act of 2022.

Summary: Under current law, the Veterans Housing and Homeless Prevention Bond Act of 2014 authorizes the issuance of bonds in the amount of \$600,000,000. The bond is to provide housing for veterans and their families. The bill would enact the Veterans Housing and Homeless Prevention Bond Act of 2022 which will authorize the issuance of bonds in an amount, not to exceed \$600,000,000. The bill also stipulates that the handling and disposition of the funds would occur in the same manner as the 2014 bond act. [The Bill would provide for the submission of the Bond Act to the voters at the March 24, 2024 Statewide Primary Election.](#) **The bill requires a 2/3rds vote. May 20, 2021 - the Bill was located in the Assembly Committee on Appropriations and the hearing was postponed by the Committee. The Bill became a 2-year Bill. January 31, 2022 the Bill was read for a third time and passed out of the Assembly on a vote of 76-0. The Bill has been ordered to the Senate and on May 5, 2022 the Bill was referred to the Senate Committees on Governance and Finance and Military and Veterans Affairs. June 1, 2022 the Bill passed out of the Committee by a vote of 8-0 and was re-referred to the Senate Committee on Governance and Finance. June 15, 2022 the Bill passed out of the Senate Committee on Governance and Finance by a vote of 5-0 and was re-referred to the Senate Committee on Appropriations. June 27, 2022 the Bill was referred to the Suspense File. August 11, 2022 the Bill is in Committee and is being held under submission.**

AB 682, as amended, Bloom. Planning and zoning: density bonuses: cohousing buildings.

Summary: The current Density Bonus Law, stipulates a city or county must provide a developer that proposes a housing development project within their jurisdiction a density bonus and other incentives, if the developer agrees to construct a project among other options, [10% of the total units of housing development for rental or](#)

*sale to lower income households, as defined, or 5% of the total units for rental or sale to very low-income households, as defined and meets other requirements. The bill would provide that a housing development eligible for a density bonus be provided under these provisions includes a shared housing building, as defined, that will contain either 10% of the total units for lower income households or 5% of the total units for very low-income households, as described above. The bill would prohibit the city, county, or city and county from requiring any minimum unit size requirements or minimum bedroom requirements in conflict with the bill's provisions with respect to shared housing building eligible for a density bonus under these provisions. **March 15, 2021 - the Bill was located in the Assembly Committee on Housing and Community Development and Local Government and the hearing was postponed by the Committee. The Bill became a 2-year Bill. January 27, 2022 the Bill was read for a third time and passed out of the Assembly on a vote of 52-8. May 4, 2022 the Bill was referred to the Senate Committees on Housing and Governance and Finance. June 6, 2022 the Bill was amended and was re-referred to the Senate Committee on Housing. June 14, 2022 the Bill was re-referred to the Senate Committee on Governance and Finance and on June 22, 2022 the Bill passed out of Committee by a vote of 4-1. June 23, 2022 the Bill was referred to the Senate Committee on Appropriations. August 2, 2022 the Bill has been ordered to a third reading.***

AB 916, as amended, Salas. Zoning: accessory dwelling units: bedroom addition.

Summary: Under current Planning and Zoning Law, a city or a county is authorized to adopt ordinances that regulate the use of structures, buildings, and land for residential, commercial, industrial, and open space uses. The bill would prohibit a city or county from adopting or enforcing an ordinance that would require a public hearing as a condition of reconfiguring existing space to increase the number of bedrooms in an existing dwelling unit. *The bill would apply these provisions only to a permit application for no more than 2 additional bedrooms within an existing dwelling unit. The bill would specify that these provisions are not to be construed to prohibit a local agency from requiring a public hearing for a proposed project that would increase the number of dwelling units within an existing structure.* The bill would also include findings that ensuring adequate housing is a matter of statewide concern and is not a municipal affair. **April 6, 2021 - the Bill was located in the Assembly Committee on Housing and Community Development and was amended by the author. The Bill became a 2-year Bill. January 27, 2022 the Bill was read for a third time and passed out of the Assembly on a vote of 61-0. May 4, 2022 the Bill was referred to the Senate Committees on Housing and Governance and Finance. May 11, 2022 the Bill has been amended and was re-referred to the Senate Committee on Housing. May 31, 2022 the hearing for the Bill was postponed. June 16, 2022 the Bill was amended and was re-referred to the Senate Committee on Governance and Finance. June 30, 2022 the Bill passed out of the Senate Committee on Governance and Finance by a vote of 5-0. The Bill was referred to the Senate Committee on Appropriations. August 2, 2022 the Bill was read a second time and was ordered to a third reading.**

AB 1445, as amended, Levine. Planning and zoning: regional housing need allocation: climate change impacts.

Summary: Under current Planning and Zoning Law, each city and county are required to adopt a comprehensive general plan for development of land inside and outside of its boundaries. The general plan includes mandatory elements, such as a housing element. The law further stipulates that the council of governments or the planning department for cities and counties, without a council of governments adopt a final regional housing need plan that allocates a share of the regional housing need for each city and county. The proposed bill would authorize, as of January 1, 2025, that a council of governments, or the Department of Housing and Community Development also consider the following: An emergency evacuation route, wildfire risk, rise in sea level risk and other impacts caused by climate change. **March 11, 2021 - the Bill was referred to the Assembly Committee on Housing and Community Development and Local Government. The Bill became a 2-year Bill. January 31, 2022 the Bill was read for a third time and passed out of the Assembly on a vote of 57-16. May 4, 2022 the Bill was referred to the Senate Committee on Housing. June 2, 2022 the Bill was amended and was re-referred to the Senate Committee on Appropriations. June 6, 2022 the Bill was amended and was re-referred to the Senate Committee on Appropriations and on June 13, 2022 the Bill was referred to the Suspense File. August 11, 2022 the Bill was amended and on August 15, 2022 the Bill was ordered to a third reading.**

AB 1551, as amended, Santiago. Planning and zoning: development bonuses: mixed-use projects.

Summary: Under current Density Bonus Law, a city or county must grant a developer that proposes a housing development with a density bonus, additional incentives or concessions. The incentives are provided if the developer agrees to construct a percentage of units for lower income, very low income, or senior citizen

housing, among other things, subject to certain requirements. The current law was in place until January 1, 2022. The bill would reenact the above-described provisions regarding the granting of development bonuses for certain projects. The bill would also require a city or county to submit to the Department of Housing and Community Development information describing the approved commercial development bonus. *The bill would repeal these provisions on January 1, 2028* and add these duties to a local planning official. **March 11, 2021 - the Bill was referred to the Assembly Committee on Housing and Community Development and Local Government. The Bill became a 2-year Bill. January 27, 2022 the Bill was read for a third time and passed out of the Assembly on a vote 61-0. May 4, 2022 the Bill was referred to the Senate Committees on Housing and Governance and Finance. June 1, 2022 the Bill passed out of the Senate Committee on Governance and Finance by a vote 7-0. June 22, 2022 the Bill was referred to the Senate Committee on Appropriations. August 1, 2022 the Bill was ordered to the consent calendar and on August 8, 2022 the Bill was taken from the Consent Calendar and ordered to a third reading.**

New Bills Introduced in the 2021–2022 Legislative Session

SB 922, as amended, Wiener. California Environmental Quality Act: exemptions for transportation-related projects. **Summary:** Current CEQA Law, exempts requirements for bicycle transportation plans in an urbanized area. The plans include projects for restriping of streets, bicycle parking, signal timing with the purpose of improving street and highway intersection operations, related signage for bicycles, pedestrians, and vehicles. The bill would extend the current exemption from January 1, 2030 to indefinitely. The bill would also repeal the current requirement that a bicycle transportation plan is for urbanized areas and would further extend the exemption to an active transportation plan or pedestrian plan, or for a feasibility and planning study for active transportation, bicycle facilities and pedestrian facilities. **May 16, 2022 - the Bill passed off the Senate Floor by a vote of 24-1. May 27, 2022 the Bill was referred to the Assembly Committee on Natural Resources. June 14, 2022 the Bill passed out of the Assembly Committee on Natural Resources by a vote of 8-1 and the Bill was referred to the Assembly Committee on Appropriations. June 29, 2022 the Bill passed out of the Assembly Committee on Appropriations by a vote of 15-0. August 4, 2022 the Bill was ordered to a third reading and on August 8, 2022 the Bill past as amended. August 15, 2022 the Bill passed the Senate by a vote of 30-3 and was ordered to engrossing and enrollment.**

SB 930, as amended, Wiener. Housing Accountability Act.

Summary: Existing law prohibits a local agency from disapproving a housing development project for very low, low or moderate-income households or from conditioning approval in a manner that renders the housing development infeasible for very low, low, or moderate income households, unless it makes specified written findings that either (1) the jurisdictions has met its share of the regional housing need or (2) the project would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact. The bill would clarify that the above-described prohibitions also apply to a housing development project for extremely low-income households. **April 18, 2022 - the Bill received author's amendments and was Re-referred to the Senate Committee on Housing. May 9, 2022 the Bill was read for a third time and passed out of the Senate on a vote 30-0. June 2, 2022 the Bill has been referred to the Assembly Committee on Governmental Organizations with amendments. The Bill no longer relates to housing and now addresses the sale of alcoholic beverages and hours of sale. August 16, 2022 the Bill was amended and ordered to a third reading.**

SB 1067, as amended, Portantino. Housing development projects: automobile parking requirements.

Summary: The bill would prohibit a city or county from imposing any minimum automobile parking requirement on a housing development project, as defined, that is located within ½ mile of a public transit, as defined. The bill, would authorize a City and County to impose or enforce minimum automobile parking requirements on a housing development project if the local government *makes written findings*, within 30 days of the receipt of a completed application, that *not imposing or enforcing minimum automobile parking requirements on the development* would have a negative impact, supported by the preponderance of the *evidence in the record*, that the city's or the county's ability to meet its share of specified housing needs or existing or existing residential or commercial parking is within ½ mile of the housing development. The bill would create an exception from the above-described provision if the development either dedicates a minimum of 20% of the total number of housing units to very low, low- or moderate-income households. *The bill would*

prohibit these provisions from reducing, eliminating, or precluding the enforcement of any requirement imposed on a housing development project that is located within ½ mile of public transit to provide electric vehicle supply equipment installed parking spaces or parking spaces that are accessible to persons with disabilities.

The bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities. **April 27, 2022 - the Bill passed the Senate Committee on Housing by a vote 6-2 and was re-referred to the Senate Committee on Appropriations. May 24, 2022 the Bill passed off the senate Floor by a vote of 23-8. June 2, 2022 the Bill was referred to the Assembly Committees on Housing and Community Development and Local Government. June 15, 2022 the Bill was amended in the Assembly Committee on Local Government. June 30, 2022 the Bill was amended and re-referred to the Assembly Committee on Appropriations. August 3, 2022 the Bill was placed in the suspense file and on August 11, 2022 the Bill was held in Committee under submission.**

AB 1695, as amended, Santiago. Affordable housing loan and grant programs: adaptive reuse projects.

Summary: Existing law establishes various programs and funding sources administered by the Department of Housing and Community Development to enable the development of affordable housing. The bill would provide that any notice of funding availability issued by the department for an affordable *multifamily* housing loan and grant program shall state that adaptive reuse of a property for affordable housing purposes is an eligible activity. The bill would define “adaptive reuse” *for these purposes* to mean the *retrofitting and* repurposing of an existing building *to create new residential units*. **May 18, 2022 - the Bill passed the Assembly Committee on Housing and Community Development by a vote of 11-3. May 25, 2022 the Bill passed off the Assembly Floor by a vote of 54-12. June 1, 2022 the Bill was referred to the Senate Committee on Housing. June 22, 2022 the Bill passed out of the Senate Committee on Housing by a vote of 7-0 and was referred to the Senate Committee on Appropriations. August 1, 2022 the Bill was amended and was referred to the Senate Committee on Appropriations. August 9, 2022 the Bill was ordered to a third reading.**

AB 2011, as amended, Wicks. Affordable housing and High Roads Jobs Act of 2022: streamlined ministerial approval for multifamily projects.

Summary: The Planning and Zoning Law authorizes a development proponent to submit an application for a multifamily housing development that is subject to a streamlined, ministerial approval process and not subject to a conditional use permit, if the development satisfies specified objective planning standards. The Bill would make certain housing developments that meet specified affordability and site criteria and objective development standards a use by right within a zone where office, retail or parking are principally permitted use, and would subject these development projects to one of 2 streamlined, ministerial review processes. The Bill would require a development proponent for a housing development project approved pursuant to the streamlined, ministerial review process to require, in contracts with construction contractors, that certain wage and labor standards will be met, including *a requirement* that all construction workers be paid at least the general prevailing rate of wages, as specified. *This bill would define “use by right” for purposes of the Affordable Housing and High Road Jobs Act of 2022, in part, as a development project that is not a project for purposes of CEQA and the approval process established by this bill would be ministerial in nature, thereby exempting the approval of development projects subject to the that approval process from CEQA.* **May 19, 2022- the Bill received authors amendments and passed out of the Assembly Committee of Housing and Community Development by a vote 11-1. May 23, 2022 the Bill passed off the Assembly Floor by a vote of 48-11. June 1, 2022 the Bill was referred to the Senate Committees on Housing and Governance and Finance. June 14, 2022 the Bill was heard in the Senate Committee on Housing and received author’s amendments. June 23, 2022 the Bill was heard in the Senate Committee on Governance and Finance and on June 30, 2022 the Bill was referred to the Senate Committee on Appropriations. August 2, 2022 the Bill was ordered to the suspense file and on August 11, 2022 the Bill was granted reconsideration. August 15, 2022 the Bill was ordered to a third reading.**

AB 2053, as amended, Lee Carrillo and Kalra. The Social Housing Act.

Summary: The bill would enact the Social Housing Act and would create the California Housing Authority, as an independent state body, the mission of which would be to produce and acquire social housing developments for the purposes of eliminating the gap between housing production and regional housing needs assessment targets. The bill will would prescribe the composition of the California Housing Authority Board, which will govern the authority. The Bill would proscribe the powers and duties of the authority and the board.

April 21, 2022 - the Bill was referred to the Assembly Committee on Appropriations and on May 19, 2022 the Bill was amended and received a second reading. May 25, 2022 the Bill passed off the Assembly Floor by a vote of 47-20. June 1, 2022 the Bill was referred to the Senate Committees on Governance and Finance, Housing and Labor, Public Employment and Retirement. June 14, 2022 the Bill was amended by the author. June 30, 2022 the Bill failed passage and a reconsideration was granted.

AB 2186, as amended, Grayson. Housing Cost Reduction Incentive Program.

Summary: The bill would establish the Housing Cost Reduction Incentive Program which would be administered by the Department of Housing and Community Development. The program would be established for the purposes of reimbursing cities and counties for the development impact fee waivers or reductions that are provided to qualified rental housing developments. Upon budget appropriation, the bill would require the Department to provide grants to applicants in an amount which is equal to 50% of the amount of the development impact fee waived or reduced for a qualified rental housing development. The bill would further require *a public entity* that receives *grant funds* under the program to use the funds solely for the purposes of which the development impact fee that was waived or reduced would have been used for. **March 23, 2022 - the Bill received author's amendments and on May 23, 2022 the Bill passed off the Assembly Floor by a vote of 74-0. June 1, 2022 the Bill was referred to the Senate Committees on Governance and Finance and Housing. June 30, 2022 the Bill passed out of Committee by a vote of 5-0 and was referred to the Senate Appropriations Committee. August 8, 2022 the Bill was referred to the suspense file and on August 11, 2022 the Bill was held under submission**

AB 2295, as amended, Bloom. Local educational agencies: housing development projects.

Summary: The bill would deem a housing development project an allowable use on any real property owned by a local educational agency, as defined, if the housing development satisfies certain conditions, including other local objective zoning standards, objective subdivision standards, and objective design review standards. The bill would deem a housing development that meets these requirements consistent, compliant, and in conformity with local development standards, zoning codes or maps and the general plan. The bill would authorize the land used for the development of the housing development to be jointly used or occupied by the local educational agency and any other party, subject to the specified requirements. The bill would exempt a housing development project subject to these provisions from various requirements regarding the disposal of surplus land. The bill would *make these provisions effective on January 1, 2024, except that the bill would require the Department of Housing and Community Development to provide a specified notice to the planning agency of each county and city on or before January 31, 2023. The bill would repeal its provisions on January 1, 2033.* **March 29, 2022 - the author amended the Bill and was re-referred to the Assembly Committee on Housing and Community Development. May 26, 2022 the Bill passed off the Assembly Floor by a vote of 50-19. June 8, 2022 the Bill was referred to the Senate Committees on Housing and Governance and Finance. June 15, 2022 the Bill passed out of the Senate Committee on Housing by a vote of 5-0. June 22, 2022 the Bill passed as amended and was re-referred to the Senate Committee on Appropriations. August 1, 2022 the Bill received Author's amendments and on August 9, 2022 the Bill was ordered to a third reading.**

AB 2339, as amended, Bloom. Housing element: emergency shelters: regional housing need.

Summary: Existing law requires that the housing element identify adequate sites for housing, including rental housing, factory-built housing, mobile homes, and emergency shelters, and make adequate provisions for the existing and the projected needs of all economic segments of the community. The bill would revise the requirements of the housing element, as described above, in connection with zoning designations that allow residential use, including mixed use, where emergency shelters are allowed as a permitted use without a conditional use or other discretionary permit. The bill would delete language regarding emergency shelter standards structured in relation to residential and commercial developments and instead require that emergency shelters only be subject to specified written, objective standards. The bill would require that identified zoning designations where emergency shelters are allowed to include sites that meet at least one of certain prescribed standards. The bill would require those sites to be either (1) vacant and zoned for residential use. (2) vacant and zoned for non-residential use if the local government can demonstrate how the sites are connected to amenities and services that serve people experiencing homelessness. (3) nonvacant if the site is adequate and available for use as a shelter in the current planning period. *The bill would also authorize a local government to accommodate its need for emergency shelters on sites owned by the local*

government if it demonstrates that the sites will be made available for emergency shelter during the planning period, they are suitable for residential use, and the sites are located near amenities as specified. April 28, 2022 - the author amended the bill and was referred to the Assembly Committee on Appropriations. May 18, 2022 the Bill passed the Assembly Appropriations Committee by a vote of 11-4. May 25, 2022 the Bill passed off the Assembly Floor by a vote of 55-16. The Bill was referred to the Senate Committee on Housing and on June 16, 2022 the Bill was amended and re-referred to the Senate Committee on Appropriations. June 28, 2022 the Bill was read a second time and was ordered to a third reading.

AB 2668, as amended, Grayson. Planning and Zoning.

Summary: (1) The Planning and Zoning Law until January 1, 2026, authorizes a development to submit an application for a multifamily housing development that is subject to a streamlined, ministerial approval process, as provided, and not subject to a conditional use permit, if the development satisfies specified objective planning standards. Existing law specifies that a development is consistent with the objective planning standards if there is substantial evidence that would allow a reasonable person to conclude that the development is consistent with the objective planning standards. This bill would clarify that a development subject to these provisions is subject to a streamlined, ministerial approval process, and not subject to a conditional use permit or any other non-legislative discretionary approval. *The Bill would specify that a local government is required to approve a development if it determines that the development is consistent with objective planning standards, as specified.* The bill would prohibit a local government agency from determining that a proposed development is in conflict with the objective planning standards, if the application materials are not included and as long as the application contains sufficient information that would allow a reasonable person to conclude that the proposed development is consistent with the objective planning standards. (2) The Mitigation Fee Act requires a local agency that establishes, increases, or imposes a fee as a condition of approval of a development project to, among other things, determine a reasonable relationship between the fee's use and the type of development on which the fee is imposed. Existing law requires a city, county, or special district that conducts an impact fee nexus study to follow specified standards and practices. This bill would define "city" for this purpose to include a charter city. (3) The Bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities. **March 31, 2022 - the Bill received Author's Amendments and on May 16, 2022 the Bill passed on the Assembly Floor by a vote of 68-0. May 25, 2022 the Bill was referred to the Senate Committee on Governance and Finance and Housing. June 6, 2022 the Bill was amended by the author. June 14, 2022 the Bill passed out of Committee by a vote of 9-0 and was re-referred to the Senate Committee on Governance and Finance. June 30, 2022 the Bill was amended and passed out of the Senate Committee on Governance and Finance by a vote of 5-0. August 10, 2022 the Bill was amended and on August 11, 2022 the Bill was ordered to a third reading.**

AB 2705, as amended, Quirk-Silva. Housing: fire safety standards.

Summary: Under current law, the State Fire Marshall is required to prepare, adopt and submit building standards, as well as other fire and life safety regulations to the California Buildings Standards Commission for approval. This bill would prohibit a legislative body of a county or city from approving a discretionary entitlement, that would result in a new residential development project located within a very high fire hazard severity zone, unless the county or city finds that the residential development project will meet specified standards that would address wildfire risks. **April 7, 2022 - the Bill received Author's amendments and on May 26, 2022 the Bill passed off the Assembly Floor by a vote of 73-0. June 8, 2022 the Bill was referred to the Senate Committees on Governance and Finance and Government Organization. June 22, 2022 the Bill passed out of Committee and was referred to the Senate Committee on Appropriations. August 1, 2022 the Bill's hearing was postponed by the Committee and on August 8, 2022 the Bill was referred to the suspense file. August 11, 2022 the Bill was held under submission.**

Bills Introduced in the 2021-2022 Legislative Session, signed into law.

AB 2179, as amended, Grayson. Development Fees: deferral.

Summary: Under current law, a local agency is prohibited from imposing fees on a residential development for the construction of public improvements or facilities and requiring the payment fees until the date of the final inspection or the date the certificate of occupancy is issued or whichever comes first. The bill would prohibit a

noncompliant municipality, as defined, that imposes any fees or charges on a qualified development project, from requiring the payment of fees until 20 years from the date of the final inspection or the date of the certificate of occupancy is issued or whichever comes first. **February 24, 2022 - the Bill was referred to the Assembly Committees on Local Government and Housing and Community Development. March 24, 2022 the Bill was re-referred to the Assembly Committee on the Judiciary. March 24, 2022 The Bill received author's amendments and became the Covid-19 relief: Tenancy Bill. March 28, 2022 the Bill passed the Assembly by a vote of 62-1 and on March 31, 2022 the Bill passed the Senate 31-5. The Bill was enrolled and presented to the Governor for signature and on March 31, 2022 the Bill was signed by the Governor and Chaptered by the Secretary of State.**

The new bill extends, through June 30, 2022, two key components of California's answer to the economic hardship that the Covid -19 pandemic brought upon residential landlords and tenants: **1.** Protections against eviction for nonpayment of rent, but only in cases where an applicant for emergency rental assistance to cover the unpaid rent was pending as of March 31, 2022; and **2.** Preemption of additional local protections against eviction for nonpayment of rent that were not in place on August 19, 2020.

2021-2022 Bills - that failed to meet Key Legislative Deadlines

SB 1292, as amended, Stern. Accessory dwelling units: setbacks.

Summary: The current State Planning and Zoning Law, provides for the creation of accessory dwelling units – by local ordinance, or if a local agency has not adopted an ordinance, by ministerial approval, in accordance with specified standards and conditions. Existing law prohibits a local agency's accessory dwelling unit ordinance from imposing a setback requirement of more than 4 feet from the side and rear lot lines for an accessory dwelling unit that is not converted from an existing structure or a new structure constructed in the same location and to the same dimensions of the existing structure. The bill would remove this prohibition on a local agency's accessory dwelling unit ordinance and would instead provide that the rear and side yard setback requirements for accessory dwelling units may be set by the local agency. The bill would authorize an applicant of an accessory dwelling unit to submit a request for an alternative rear and side yard setback requirement, if the local agency's setback requirements make the building of the unit infeasible. The bill would also prohibit any rear and side yard setbacks requirements previously established to be greater than those in effect on January 1, 2020. The bill further stipulates that if the local agency has not established an accessory dwelling unit ordinance as of January 1, 2020, the applicant rear and side yard setback requirement is 4 feet. **March 16, 2022 - the Bill received author's amendments and was Re-referred to the Senate Committee on Housing. The Bill is set for a hearing on March 24, 2022. The Bill's hearing was canceled at the request of the author.**

SB 1369, as introduced, Wieckowski. Adaptive reuse projects: by-right: funding.

Summary: The bill would make an adaptive reuse project a use by right in all areas, regardless of zoning. The bill defines "adaptive reuse project" as any commercial, industrial, public or office building that has 25% occupancy or less which will be converted into a residential development project. The bill would define "use by right" to mean that the city or the County's review of the adaptive reuse project may not require a conditional use permit, planned unit development permit, or other discretionary city or county review or approval that would constitute a "project" for purposes of CEQA, as specified. Therefore, adaptive reuse projects would not be subject to CEQA. **March 9, 2022 - the Bill was referred to the Senate Committees Government and Finance, Housing and Environmental Quality. March 22, 2022 the Bill is set for a hearing for March 31, 2022. The Bill's hearing was canceled at the request of the author.**

SB 1466, as introduced, Stern. Affordable Housing and Community Development Investment Program.

Summary: The bill would establish the ***Affordable Housing and Community Investment Program***, which would be administered by the Affordable Housing and Community Development Investment Committee. The bill would authorize a city, county, affordable housing authority, community revitalization and investment authority or a city, joint power agency, or a combination of these entities to apply to the Affordable Housing and Community Development Investment Committee for participation in the program. The bill would authorize the Committee to approve or deny plans for projects meeting specific criteria. The bill would also authorize certain local agencies to establish an affordable housing and community development investment agency and authorize an agency to apply for funding under the program and issue bonds, as provided, to carry out a

project under the program. **March 9, 2022 - the Bill was referred to the Senate Committees on Government and Finance and Housing.**

AB 1674, as introduced, Voepel. Building Standards: photovoltaic requirements: accessory dwelling

units. **Summary:** The bill would prohibit an accessory dwelling unit from being considered a newly constructed building for the purposes of the California Energy Code relating to the photovoltaic requirements for newly constructed buildings that are classified as a low-rise residential building. This bill would also require the Energy Commission, to study exempting accessory dwelling units from the specified photovoltaic requirements and make their recommendations to the California Building Standards Commission in time for the consideration and adoption for the next California Building Standards Code adoption cycle. **January 27, 2022 - the Bill was referred to the Assembly Committees on Housing and Community Development and Natural Resources.**

AB 1910, as introduced, Garcia. Publicly owned golf courses: conversion: affordable housing.

Summary: The bill would require the Department of Housing Community Development to administer a grant program for local agencies that would enter into a development agreement for the conversion of golf courses owned by the local agency for the purposes of housing and publicly accessible open space. The bill would require the Department to award grants based on the number of affordable units that the local agency proposes to construct as part of the conversion project. **February 18, 2022 - the Bill was referred to the Assembly Committees on Housing and Community Development and Local Government. April 6, 2022 the bill was set for its first hearing. The hearing was canceled at the request of the author. May 11, 2022 the Bill was referred to the Suspense File. May 19, 2022 the Bill is being held under submission.**

AB 1976, as amended, Santiago. Planning and zoning: housing element compliance: very low and lower-income households.

Summary: Existing law requires the Department of Housing and Community Development (HCD), in consultation with each council of governments, to each region's existing and projected housing need, and requires each council of governments, or the department for cities and counties without a council of governments to adopt a final regional housing need plan that allocates a share of the regional housing need to each city and county. The bill would authorize HCD, after notifying the City or County of the violation of the housing element provision and before notifying the Attorney General, either to complete the rezoning to accommodate 100% of the allocated need for housing for very low and lower income households on behalf of local government within the counties of Imperial, Los Angeles, Orange, Riverside or Ventura that failed to complete that rezoning by the required deadline, or to impose administrative civil penalties upon the local government of up to \$10,000 per day until the local government is longer in violation of state law or HCD decides to refer the violation to the Attorney General. The bill would also authorize the court to order the appointment of an agent of the court to bring the jurisdiction's housing element into substantial compliance, if the jurisdiction has not brought its housing element into substantial compliance after 3 months following the imposition of the initial fine. **March 17, 2022 - the Bill was referred to the Assembly Committees on Housing and Community Development and Local Government. March 21, 2022 the Bill received authors amendments and was re-referred to the Assembly Committees on Housing and Community Development and Local Government.**

AB 2218, as amended, Quirk Silva. California Environmental Quality Act: Standing: Proposed infill housing projects.

Summary: The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared and certify the completion of an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. The bill would provide that a person does not have standing to bring an action or proceeding to attack, review, set aside, void or annul acts or decisions of a public agency undertaken to implement a project involving the development of housing at an infill site, unless the person resides within 20 miles of the project. **February 24, 2022 - the Bill was referred to the Assembly Committees of Banking and Finance and Privacy & Consumer Protection. March 9, 2022 the author amended the Bill and the Bill was re-referred to the Assembly Committee on Banking and Finance. March 17, 2022 the Bill was re-referred to the Assembly Committee on Rules – pursuant to Rule 96.**

AB 2428, as introduced, Ramos. Mitigation Fee Act: fees for improvements: timeline for expenditures.

Summary: The Mitigation Fee Act requires a local agency, that establishes, increases or imposes a fee as a condition of approval of a development project to determine a reasonable relationship between the fee's use and the type of development project for which the fee is imposed. The Act imposes additional requirements for fees imposed that provide for the improvement to be constructed and that the fees are deposited in a separate capital facilities account or fund. The bill would require a local agency to impose that a project applicant to deposit fees in an escrow account for specified project improvements. The requirement will be imposed as a condition to receiving a conditional use permit or equivalent development permit. The fees must be expended within 5 years of the deposit. ***March 3, 2022 - the Bill was referred to the Assembly Committees on Local Government and Housing and Community Development.***

AB 2485, as introduced, Choi. California Environmental Quality Act: exemption: emergency shelters and supportive housing.

Summary: CEQA Law, currently exempts from its environmental review numerous categories of projects. The bill would exempt from the requirements of CEQA, emergency shelters and supportive housing for the homeless population. ***March 10, 2022 - the Bill was referred to the Assembly Committees on Natural Resources and Housing and Community Development.***

AB 2719, as introduced, Fong. California Environmental Quality Act: exemptions and highway safety.

Summary: CEQA Law, currently exempts from its environmental review numerous categories of projects, including emergency projects undertaken, carried out or approved by a public agency which will repair, maintain, or restore an existing road. The bill would exempt from the requirements of CEQA highway safety improvement projects, as defined by the bill and undertaken by the Department of Transportation or a local agency. ***March 10, 2022 - the Bill was referred to the Assembly Committee on Natural Resources. April 5, 2022 the Bill was set for its first hearing. The hearing was canceled at the request of the author.***

AB 2762, as introduced, Bloom. Housing: parking lots.

Summary: Under current State Planning and Zoning Law, each county and city are required to adopt a comprehensive, long-term general plan for the physical development of the county or city and specified land outside its boundaries. The general plan must include mandatory elements, including a housing element. This bill would allow local agencies to build affordable housing on parking lots that serve public parks and recreational facilities. ***February 18, 2022 - the Bill was introduced and a hearing has not been set for the Bill.***



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Approval of 2022 TUMF Central, Southwest, and Hemet/San Jacinto Zones' 5-Year Transportation Improvement Programs

Contact: Cameron Brown, Program Manager, cbrown@wrcog.us, (951) 405-6712

Date: September 12, 2022

Requested Action(s):

1. Approve the 2022 TUMF Central Zone 5-Year Transportation Improvement Program.
2. Approve the 2022 TUMF Southwest Zone 5-Year Transportation Improvement Program.
3. Approve the 2022 TUMF Hemet/San Jacinto Zone 5-Year Transportation Improvement Program.

Purpose:

The purpose of this item is to request approval of the 2022 TUMF Transportation Improvement Programs (TIPs) for the Central, Southwest, and Hemet/San Jacinto Zones.

WRCOG 2022-2027 Strategic Plan Goal:

Goal #5 - Develop projects and programs that improve infrastructure and sustainable development in our subregion.

Background:

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

TUMF Zone TIP Approval

TUMF funds are programmed through a collaborative exercise involving each of WRCOG's member agencies which participate in the TUMF Program. The WRCOG subregion is divided into TUMF Zones, which allows member jurisdictions to coordinate with neighboring ones to discuss project allocations. The five TUMF Zones are comprised of the following:

1. Central Zone: Menifee, Moreno Valley, Perris, and County of Riverside (District 5)
2. Hemet/San Jacinto Zone: Hemet, San Jacinto, and County of Riverside (District 3)
3. Northwest Zone: Corona, Eastvale, Jurupa Valley, Norco, Riverside, and County of Riverside (Districts 1 & 2)
4. Pass Zone: Banning, Beaumont, Calimesa, and County of Riverside (District 5)
5. Southwest Zone: Canyon Lake, Lake Elsinore, Murrieta, Temecula, Wildomar, and County of Riverside (Districts 1 & 3)

Staff and elected officials representing each jurisdiction within its respective Zone meet regularly to discuss funding allocations for individual projects. The result of these meetings is a 5-year Zone-specific TIP, which must be approved by the WRCOG Executive Committee.

Prior Action(s):

August 8, 2022: The TUMF Hemet/San Jacinto Zone Executive Committee recommended that the WRCOG Executive Committee approve the 2022 TUMF Hemet/San Jacinto Zone 5-Year Transportation Improvement Program.

July 20, 2022: The TUMF Southwest Zone Executive Committee recommended that the WRCOG Executive Committee approve the 2022 TUMF Southwest Zone 5-Year Transportation Improvement Program.

June 27, 2022: The TUMF Central Zone Executive Committee recommended that the WRCOG Executive Committee approve the 2022 TUMF Central Zone 5-Year Transportation Improvement Program.

Fiscal Impact:

Transportation Department activities are included in the Agency's adopted Fiscal Year 2022/2023 Budget under the Transportation Department. TUMF revenue and expenditures are associated with Fund 220 for its programmatic costs and Fund 110 for its administrative costs.

Attachment(s):

[Attachment 1 - 2022 TUMF Central Zone TIP](#)

[Attachment 2 - 2022 TUMF Southwest Zone TIP](#)

[Attachment 3 - 2022 TUMF Hemet/San Jacinto Zone TIP](#)

Attachment

2022 Central Zone TUMF Transportation Improvement Program



2022 Central Zone 5-Year Transportation Improvement Program - DRAFT

| Fiscal Year | | FY22-23 | FY23-24 | FY24-25 | FY25-26 | FY26-27 | Current Programmed Phase Balance | Total Phase Payments/Expenditures | Original Programmed Phase Cost | Reimbursement Agreement Values | Max Share (2022) | |
|---|--|---------------|----------------|-----------------|----------------|----------------|----------------------------------|-----------------------------------|--------------------------------|--------------------------------|------------------|-------------------------------|
| Forecast Revenues | | \$ 7,500,000 | \$ 7,575,000 | \$ 7,612,875 | \$ 7,650,939 | \$ 7,727,449 | \$ 53,276,925 | \$ (59,304,193) | \$ 104,825,553 | | | |
| Carryover Revenues (As of March 2022) | | \$ 17,294,977 | \$ (7,047,472) | \$ (14,736,948) | \$ (9,624,073) | \$ (2,973,134) | | | | | | |
| | | | | | | | 2022 TIP | | | | | |
| | | | | | | | 5-Year Avail Forecast/Cash | 5-Year Programmed | 5-Year Balance | | | |
| | | | | | | | \$ 55,361,240.14 | \$ 53,606,925 | \$ 1,754,315 | | | |
| Available Revenue | | \$ 24,794,977 | \$ 527,528 | \$ (7,124,073) | \$ (1,973,134) | \$ 4,754,315 | | | | | | |
| Programmed Expenditures | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| County of Riverside (Red shows unspent allocations from previous year) | | | | | | | | | | | | |
| 06-CN-RCY-1103 | Cajalco Road, Alexander Street to I-215 (3.280 mi. 2 to 4 lanes) | PLN | PA&ED | \$ 328,840 | \$ - | \$ - | \$ - | \$ 328,840 | \$ (271,160) | \$ 600,000 | \$ 600,000 | \$ 14,074,000 |
| | | PLN | PSE | \$ 1,813,338 | \$ - | \$ - | \$ - | \$ 1,813,338 | \$ - | \$ 1,813,338 | \$ 1,813,338 | |
| City of Menifee/County of Riverside | | | | | | | | | | | | |
| 05-CN-RCY-1004 | Newport Road/I-215 Interchange | PND | PA&ED | \$ - | \$ - | \$ - | \$ - | \$ - | \$ (2,573,829) | \$ 2,573,829 | \$ 2,900,000 | NA (Removed from Nexus Study) |
| | | STD | CON | \$ 174,803 | \$ - | \$ - | \$ - | \$ 174,803 | \$ (5,519,266) | \$ 5,694,069 | \$ 5,704,840 | |
| City of Menifee | | | | | | | | | | | | |
| 16-CN-MEN-1178 | Scott Road/I-215 Interchange | PLN | CON | \$ 1,451,887 | \$ - | \$ - | \$ - | \$ 1,451,887 | \$ (13,548,112) | \$ 15,000,000 | \$ 15,000,000 | \$ 39,934,000 |
| 18-CN-MEN-1181 | Holland Road / I-215 Overcrossing | PLN | CON | \$ 3,250,000 | \$ 3,205,000 | \$ - | \$ - | \$ 6,455,000 | \$ - | \$ 6,455,000 | \$ 6,455,000 | \$ 6,963,000 |
| | | STD | PA&ED | \$ 541,830 | \$ - | \$ - | \$ - | \$ 541,830 | \$ (135,171) | \$ 677,000 | \$ 150,000 | |
| 18-CN-MEN-1182 | Scott Road Widening (Sunset Ave to I-215) | STD | ENG | \$ 160,590 | \$ - | \$ - | \$ - | \$ 160,590 | \$ (1,650,850) | \$ 1,811,440 | \$ 2,220,000 | \$ 14,665,000 |
| | | PLN | ROW | \$ 2,809,000 | \$ - | \$ - | \$ - | \$ 2,809,000 | \$ - | \$ 2,809,000 | \$ - | |
| 20-CN-MEN-1183 | McCall/I-215 Interchange | STD | PA&ED | \$ 1,161,366 | \$ - | \$ - | \$ - | \$ 1,161,366 | \$ (295,592) | \$ 1,456,958 | \$ 1,100,000 | \$ 18,243,000 |
| | | PLN | ENG | \$ 1,752,230 | \$ - | \$ - | \$ - | \$ 1,752,230 | \$ - | \$ 1,752,230 | \$ 1,752,230 | |
| 21-CN-MEN-XXXX | McCall Blvd Widening (Aspell Rd to Menifee Rd) | PLN | PA&ED | \$ 132,000 | \$ - | \$ - | \$ - | \$ 132,000 | \$ - | \$ 132,000 | \$ 132,000 | \$ 2,859,000 |
| | | PLN | PSE | \$ 330,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 330,000 | |
| | | PLN | ROW | \$ 548,000 | \$ - | \$ - | \$ - | \$ 548,000 | \$ - | \$ 548,000 | \$ 548,000 | |
| | | PLN | CON | \$ - | \$ 1,507,000 | \$ - | \$ - | \$ 1,507,000 | \$ - | \$ 1,507,000 | \$ 1,507,000 | |
| 21-CN-MEN-1188 | Holland Rd (Antelope to Haun) | PLN | CON | \$ - | \$ 1,800,000 | \$ - | \$ - | \$ 1,800,000 | \$ - | \$ 1,800,000 | No Agreement | \$ 1,747,800 |
| City of Moreno Valley | | | | | | | | | | | | |
| 05-CN-MOR-1012 | Moreno Beach Drive/SR-60 Interchange Phase II - Overcrossing - 1 | PLN | PA&ED | \$ 389,993 | \$ - | \$ - | \$ - | \$ 389,993 | \$ (1,251,842) | \$ 1,641,835 | \$ 861,849 | \$ 32,306,000 |
| | | PLN | ENG | \$ 467,621 | \$ - | \$ - | \$ - | \$ 467,621 | \$ (4,038,251) | \$ 4,505,872 | \$ 3,570,631 | |
| | | PLN | ROW | \$ - | \$ - | \$ - | \$ - | \$ - | \$ (5,568,406) | \$ 218,000 | \$ 5,626,000 | |
| | | PLN | CON | \$ 6,199,812 | \$ 2,500,000 | \$ 1,500,000 | \$ 1,000,000 | \$ 11,199,812 | \$ (2,925,262) | \$ 14,125,074 | \$ 14,500,000 | |
| 05-CN-MOR-1013 | Nason Street/SR-60 Interchange w/Bridge Phase II | CLD | PA&ED | \$ - | \$ - | \$ - | \$ - | \$ - | \$ (500,000) | \$ 500,000 | \$ 500,000 | NA |
| | | CLD | ENG | \$ - | \$ - | \$ - | \$ - | \$ - | \$ (1,381,451) | \$ 1,381,451 | \$ 1,381,451 | |
| | | CLD | ROW | \$ - | \$ - | \$ - | \$ - | \$ - | \$ (897,034) | \$ 836,534 | \$ 836,534 | |
| | | PND | CON | \$ 102,966 | \$ 1,000,000 | \$ 1,000,000 | \$ - | \$ 2,102,966 | \$ (7,931,466) | \$ 11,261,500 | \$ 11,261,500 | |
| 20-CN-MOR-1184 | Redlands Blvd/SR-60 Interchange | PLN | PA&ED | \$ 3,500,000 | \$ 0 | \$ - | \$ - | \$ 3,500,000 | \$ - | \$ 3,500,000.00 | \$ 3,500,000.00 | \$ 39,934,000 |
| | | PLN | PSE | \$ - | \$ 0 | \$ - | \$ - | \$ 3,000,000 | \$ - | \$ 3,000,000.00 | \$ - | |
| City of Perris | | | | | | | | | | | | |
| 18-CN-PER-1180 | Goetz Road (Ethanac Road to Case Road) | PND | ENG | \$ 691,000 | \$ - | \$ - | \$ - | \$ 691,000 | \$ (555,780) | \$ 1,246,780 | \$ 691,000 | \$ 2,847,000 |
| | | PLN | ROW | \$ 1,100,000 | \$ - | \$ - | \$ - | \$ 1,100,000 | \$ (608,330) | \$ 1,708,330 | \$ 1,100,000 | |
| | | PLN | CON | \$ 715,000 | \$ - | \$ - | \$ - | \$ 715,000 | \$ - | \$ 715,000 | \$ 715,000 | |
| 13-CN-PER-1164 | Perris Boulevard Widening, Phase II (I-215 to Case) | STD | ENG | \$ 44,220 | \$ - | \$ - | \$ - | \$ 44,220 | \$ (705,780) | \$ (150,000) | \$ 150,000 | \$ 6,598,000 |
| | | PLN | ROW | \$ 808,257 | \$ - | \$ - | \$ - | \$ 808,257 | \$ (1,235,900) | \$ (627,570) | \$ 627,570 | |
| | | PLN | CON | \$ - | \$ - | \$ - | \$ - | \$ - | \$ (2,183,413) | \$ 2,183,413 | \$ 3,700,000 | |



2022 Central Zone 5-Year Transportation Improvement Program - DRAFT

| Fiscal Year | | | | | | Current | Total Phase | Original | Reimbursement | Max Share (2022) | | | | | | | | | |
|--|---|----------------|-----------------|----------------|-----------------|---|---------------------------|--------------------------|---------------------|------------------|-------------|-------------------------------|-------------------|----------------|-----------------|--------------|-------------|--|--|
| | FY22-23 | FY23-24 | FY24-25 | FY25-26 | FY26-27 | Programmed Phase Balance | Payments/ Expenditures | Programmed Phase Cost | Agreement Values | | | | | | | | | | |
| Forecast Revenues | \$7,500,000 | \$7,575,000 | \$7,612,875 | \$7,650,939 | \$7,727,449 | \$53,276,925 | \$ (59,304,193) | \$104,825,553 | | | | | | | | | | | |
| Carryover Revenues (As of March 2022) | \$17,294,977 | \$ (7,047,472) | \$ (14,736,948) | \$ (9,624,073) | \$ (2,973,134) | <table border="1"> <tr> <th colspan="3">2022 TIP</th> </tr> <tr> <th>5-Year Avail Forecast/Cash</th> <th>5-Year Programmed</th> <th>5-Year Balance</th> </tr> <tr> <td>\$55,361,240.14</td> <td>\$53,606,925</td> <td>\$1,754,315</td> </tr> </table> | | | 2022 TIP | | | 5-Year Avail Forecast/Cash | 5-Year Programmed | 5-Year Balance | \$55,361,240.14 | \$53,606,925 | \$1,754,315 | | |
| 2022 TIP | | | | | | | | | | | | | | | | | | | |
| 5-Year Avail Forecast/Cash | 5-Year Programmed | 5-Year Balance | | | | | | | | | | | | | | | | | |
| \$55,361,240.14 | \$53,606,925 | \$1,754,315 | | | | | | | | | | | | | | | | | |
| Available Revenue | \$24,794,977 | \$527,528 | \$ (7,124,073) | \$ (1,973,134) | \$4,754,315 | | | | | | | | | | | | | | |
| Programmed Expenditures, continued | | | | | | | | | | | | | | | | | | | |
| 13-CN-PER-1173 | Ramona Expressway, I-215 to Webster Avenue (.4 mi. 4 to 6 lanes) | STD | PA&ED | \$ - | \$ - | \$ - | \$ - | \$ - | \$ (100,541) | \$100,541 | \$100,480 | \$1,014,000 | | | | | | | |
| | | | ENG | \$400,000 | \$ - | \$ - | \$ - | \$ - | \$400,000 | \$400,000 | | | | | | | | | |
| 21-CN-PER-XXXX | Case Rd (Perris Blvd to I-215) | | ROW | \$ - | \$700,000 | \$ - | \$ - | \$ - | \$700,000 | \$ - | \$700,000 | No Reimbursement Agreement | \$19,561,000 | | | | | | |
| | | | CON | \$ - | \$3,700,000 | \$ - | \$ - | \$ - | \$3,700,000 | \$ - | \$3,700,000 | | | | | | | | |
| City of Perris/City of Menifee | | | | | | | | | | | | | | | | | | | |
| | | STD | PA&ED | \$0 | \$ - | \$ - | \$ - | \$ - | \$ (182,349) | \$182,349 | \$182,349 | | | | | | | | |
| 05-CN-PER-1001 | Ethanac Road, Goetz Road to I-215 (1.936 mi. 2 to 4 lanes) | STD | ENG | \$36,497 | \$ - | \$ - | \$ - | \$ - | \$36,497 | \$ (281,154) | \$317,651 | \$317,651 | NA | | | | | | |
| | | PLN | CON | \$2,896,424 | \$ - | \$ - | \$ - | \$ - | \$2,896,424 | \$ (3,103,576) | \$6,000,000 | \$6,000,000 | | | | | | | |
| City of Moreno Valley/ March JPA | | | | | | | | | | | | | | | | | | | |
| | | PLN | PA&ED | \$117,252 | \$ - | \$ - | \$ - | \$ - | \$117,252 | \$ (32,748) | \$150,000 | \$150,000 | | | | | | | |
| 16-CN-MOR-1179 | Heacock Street, San Michele Road to Harley Knox Boulevard (0.74 mi. 2 to 4 lanes) | PLN | ENG | \$461,000 | \$ - | \$ - | \$ - | \$ - | \$461,000 | \$ - | \$461,000 | \$461,000 | \$1,740,000 | | | | | | |
| | | PLN | ROW | \$311,000 | \$ - | \$ - | \$ - | \$ - | \$311,000 | \$ - | \$311,000 | \$311,000 | | | | | | | |
| Developer Reimbursements*** | | | | | | | | | | | | | | | | | | | |
| | | | | \$ - | \$ - | \$ - | \$ - | \$ - | | | | | | | | | | | |
| Total Programmed Capital Expenditures | | | | | | | | | | | | | | | | | | | |
| | | | | \$31,842,449 | \$15,264,477 | \$2,500,000 | \$1,000,000 | \$3,000,000 | | | | | | | | | | | |
| Total Programmed Balance Carryover* | | | | | | | | | | | | | | | | | | | |
| | | | | \$ (7,047,472) | \$ (14,736,948) | \$ (9,624,073) | \$ (2,973,134) | \$1,754,315 | | | | | | | | | | | |

| Summary Table | | | | | | | | |
|-------------------------------------|----------------|-----------------|----------------|----------------|-------------|--------------------------------|-------------------------|----------------|
| Fiscal Year | FY22-23 | FY23-24 | FY24-25 | FY25-26 | FY26-27 | 5-Year Total Available Revenue | 5-Year Total Programmed | 5-Year Balance |
| Available Revenue | \$24,794,977 | \$527,528 | \$ (7,124,073) | \$ (1,973,134) | \$4,754,315 | | | |
| Total Funded/Obligated Expenditures | \$31,842,449 | \$15,264,477 | \$2,500,000 | \$1,000,000 | \$3,000,000 | \$55,361,240 | \$53,276,925 | \$2,084,315 |
| Carryover Balance | \$ (7,047,472) | \$ (14,736,948) | \$ (9,624,073) | \$ (2,973,134) | \$1,754,315 | | | |

Notes:
 Programmed Carryover Balance does not reflect actual Zone available cash
 Status: PLN=Planned, STD=Started, PND=Pending final invoice, CPL=Completed, CLD=Phase Closed, TER=Terminated.
 Phases: planning=PA&ED, engineering=ENG, right-of-way=ROW, construction=CON
 Reimbursement Detail Tracked on Separate Spreadsheet
 Actual Revenue Forecasts, Carryover, and Payments thru 9/30/18.

Attachment

2022 Southwest Zone TUMF
Transportation Improvement
Program



2022 Southwest Zone 5-Year Transportation Improvement Program - DRAFT

| Fiscal Year | | | | FY22-23 | FY23-24 | FY24-25 | FY25-26 | FY26-27 | Current Programmed Phase Balance | Total Phase Payments/ Expenditures | Original Programmed Phase Cost | Reimbursement Agreement Values | Max Share (2019) |
|--|--|----------------|---------------|---------------|---------------|-----------------|-----------------|-----------------|----------------------------------|------------------------------------|--------------------------------|--------------------------------|---|
| Revised Forecast Revenues | | | | \$5,500,000 | \$ 5,637,500 | \$ 5,778,438 | \$ 5,922,898 | \$ 6,070,971 | \$ 51,125,481 | \$ (50,821,436) | \$ 101,999,542 | | |
| Carryover Revenues (As of 4/1/2021) | | | | \$23,913,733 | \$ 5,903,920 | \$ (13,565,807) | \$ (21,707,562) | \$ (17,901,945) | | | | | |
| *Updated 7/18/22 | | | | | | | | | | | | | |
| Available Revenues | | | | \$ 29,413,733 | \$ 11,541,420 | \$ (7,787,369) | \$ (15,784,663) | \$ (11,830,974) | | | | | |
| Programmed Expenditures | | Status* | Phase* | | | | | | | | | | |
| County of Riverside | | | | | | | | | | | | | |
| 06-SW-RCY-1073 | Clinton Keith Rd, I-215 to SR-79 (3.191 m. 4 to 6 lanes) | STD | ROW | \$ (0) | \$ - | \$ - | \$ - | \$ - | \$ (0) | \$ (7,000,000) | \$ 7,000,000 | \$ 7,000,000 | NA |
| | | STD | CON | \$ 1,000,000 | \$ 250,170 | \$ - | \$ - | \$ - | \$ 1,250,170 | \$ (8,749,830) | \$ 10,000,000 | \$ 10,000,000 | |
| 20-SW-RCY-1195 | Rancho California/Calle Contento - Roundabout | ROW | | \$ 100,000 | \$ 175,000 | \$ - | \$ - | \$ - | \$ 275,000 | \$ - | \$ 275,000 | \$ 275,000 | Deducted from Rancho California (Btrfld Stg to Glen Oaks) |
| | | CON | | \$ - | \$ - | \$ 2,225,000 | \$ - | \$ - | \$ 2,225,000 | \$ - | \$ 2,225,000 | \$ 2,225,000 | |
| 21-SW-RCY-1203 | Grand Avenue (Ortega Hwy to Central St) | STD | PAED | \$ 400,000 | \$ 373,724 | \$ - | \$ - | \$ - | \$ 773,724 | \$ - | \$ 773,724 | \$ 774,000 | \$ 26,279,000 |
| City of Lake Elsinore | | | | | | | | | | | | | |
| 05-SW-LEL-1060 | SR-74/I-15 Interchange | PLN | PA&ED | \$ 1,172,224 | \$ - | \$ - | \$ - | \$ - | \$ 1,172,224 | \$ (1,462,027) | \$ 2,634,251 | \$ 2,634,251 | \$ 18,377,000 |
| | | PLN | ENG | \$ 1,000,000 | \$ 2,000,000 | \$ - | \$ - | \$ - | \$ 2,000,000 | \$ - | \$ 2,000,000 | \$ - | |
| | | CLD | ROW | \$ - | \$ 2,000,000 | \$ - | \$ - | \$ - | \$ 2,000,000 | \$ (1,356,465) | \$ 3,356,465 | \$ - | |
| | | STD | CON | \$ - | \$ - | \$ - | \$ (0) | \$ - | \$ (0) | \$ (1,727,104) | \$ 1,727,104 | \$ - | |
| 07-SW-LEL-1115 | Temescal Canyon Road Bridge (2 to 4 lanes) | STD | PA&ED | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ (264,517) | \$ 264,517 | \$ 240,391 | \$ 2,354,000 |
| | | STD | ENG | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ (287,685) | \$ 287,685 | \$ 313,811 | |
| | | PLN | ROW | \$ 248,000 | \$ - | \$ - | \$ - | \$ - | \$ 248,000 | \$ - | \$ 248,000 | \$ 248,000 | |
| | | PLN | CON | \$ - | \$ 1,467,672 | \$ - | \$ - | \$ - | \$ 1,467,672 | \$ - | \$ 1,467,672 | \$ 1,467,672 | |
| 21-SW-LEL-1202 | Nichols Rd/I-15 Interchange | PLN | PAED | \$ 1,500,000 | \$ 1,250,000 | \$ 1,250,000 | \$ - | \$ - | \$ 4,000,000 | \$ - | \$ 4,000,000 | \$ 4,000,000 | \$ 38,423,000 |
| 22-SW-LEL-XXXX | Franklin/I-15 Interchange | PLN | PAED | | \$ 2,000,000 | \$ 2,000,000 | \$ 2,000,000 | | | | | | |
| City of Murrieta | | | | | | | | | | | | | |
| 16-SW-MUR-1188 | Keller Road/I-215 Interchange | PLN | PA&ED | \$ 1,000,000 | \$ - | \$ - | \$ - | \$ - | \$ 1,000,000 | \$ - | \$ 1,000,000 | \$ 1,000,000 | \$ 18,556,000 |
| | | PLN | ENG | \$ 500,000 | \$ 750,000 | \$ - | \$ - | \$ - | \$ 750,000 | \$ - | \$ 750,000 | \$ 1,250,000 | |
| | | PLN | ROW | \$ - | \$ - | \$ 3,000,000 | \$ - | \$ - | \$ 3,000,000 | \$ - | \$ 3,000,000 | \$ - | |
| 22-SW-MUR-XXXX | Murrieta Hot Springs (Margarita to Winchester) | PLN | ROW | \$ 600,000 | | | | | | | | | |
| | | PLN | CON | \$ 2,100,000 | | | | | | | | | |
| City of Temecula | | | | | | | | | | | | | |
| 18-SW-TEM-1194 | Western Bypass/Diaz Road (Rancho California to Cherry) 0-4 lanes, 2.14 miles | STD | PA&ED/ENG | \$ 438,178 | \$ - | \$ - | \$ - | \$ - | \$ 438,178 | \$ (627,745) | \$ 1,065,923 | \$ 1,065,923 | \$ 5,655,000 |
| | | PLN | CON | \$ - | \$ 4,500,000 | \$ - | \$ - | \$ - | \$ 4,500,000 | \$ - | \$ 4,500,000 | \$ - | |
| 05-SW-TEM-1064 | SR-79 Winchester Rd/I-15 Interchange | CLD | PA&ED | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,165,000 | \$ 8,753,000 |
| | | STD | ENG | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ (4,283,020) | \$ 4,283,020 | \$ 2,913,000 | |
| | | PLN | ROW | \$ 1,865,985 | \$ - | \$ - | \$ - | \$ - | \$ 1,865,985 | \$ (59,015) | \$ 1,925,000 | \$ 1,925,000 | |
| SW-TEM-1079 | French Valley Parkway/I-15 Overcrossing & Interchange (300') | CLD | PA&ED | \$ 10,004 | \$ - | \$ - | \$ - | \$ - | \$ 10,004 | \$ (965,748) | \$ 975,752 | \$ 975,752 | \$ 58,429,000 |
| STD | ENG | \$ 1,645,865 | \$ - | \$ - | \$ - | \$ - | \$ 1,645,865 | \$ (8,022,235) | \$ 9,668,100 | \$ 9,668,100 | | | |



2022 Southwest Zone 5-Year Transportation Improvement Program - DRAFT

| Fiscal Year | | | FY22-23 | FY23-24 | FY24-25 | FY25-26 | FY26-27 | Current Programmed Phase Balance | Total Phase Payments/ Expenditures | Original Programmed Phase Cost | Reimbursemen Agreement Values | Max Share (2019) |
|--|---|-----------|----------------|-----------------|-----------------|-----------------|-----------------|---|--|--------------------------------------|-------------------------------------|---------------------|
| Revised Forecast Revenues | | | \$5,500,000 | \$ 5,637,500 | \$ 5,778,438 | \$ 5,922,898 | \$ 6,070,971 | \$ 51,125,481 | \$ (50,821,436) | \$ 101,999,542 | | |
| Carryover Revenues (As of 4//2021) | | | \$23,913,733 | \$ 5,903,920 | \$ (13,565,807) | \$ (21,707,562) | \$ (17,901,945) | | | | | |
| *Updated 7/18/22 | | | | | | | | | | | | |
| Available Revenues | | | \$ 29,413,733 | \$ 11,541,420 | \$ (7,787,369) | \$ (15,784,663) | \$ (11,830,974) | | | | | |
| | | STD ROW | \$ 728,208 | \$ - | \$ - | \$ - | \$ - | \$ 728,208 | \$ (202,940) | \$ 931,148 | \$ 931,148 | |
| 13-SW-TEM-1163 | SR-79/I-15 South Overcrossing & Interchange - REMOVE | PLN CON | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ (9,091,587) | \$ 9,091,587 | \$ 10,025,244 | NA |
| 20-SW-TEM-1197 | French Valley Phase III (Jefferson Ave to Ynez Rd) | PLN ROW | \$ 1,500,000 | \$ - | \$ - | \$ - | \$ - | \$ 1,500,000 | \$ - | \$ 1,500,000 | \$ 1,500,000 | \$ 10,717,000 |
| Programmed Expenditures, continued | | | | | | | | | | | | |
| City of Wildomar | | | | | | | | | | | | |
| | | STD ENG | \$ 317,000 | \$ - | \$ - | \$ - | \$ 174,967 | \$ 491,967 | \$ (469,812) | \$ 961,779 | \$ 1,260,140 | |
| 12-SW-WIL-1153 | Clinton Keith Rd, I-15 to Copper Craft Dr (1.936 mi. 2 to 4 lanes) | STD ROW | \$ 500,000 | \$ - | \$ - | \$ - | \$ - | \$ 500,000 | \$ - | \$ 500,000 | No RA | \$ 4,451,000 |
| | | STD CON | \$ - | \$ 3,048,860 | \$ - | \$ - | \$ - | \$ 3,048,860 | \$ - | \$ 3,048,860 | \$ 3,048,860 | |
| | | PLN PA&ED | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ (134,873) | \$ 134,873 | \$ 82,247 | |
| 12-SW-WIL-1151 | Bundy Canyon Road (Cherry Street to Sunset Rd) (4.524 mi. 2 to 4 lanes) | STD ENG | \$ 928,862 | \$ - | \$ - | \$ - | \$ - | \$ 928,862 | \$ (1,508,265) | \$ 2,489,753 | \$ 2,489,753 | \$ 14,956,000 |
| | | PLN ROW | \$ 500,000 | \$ - | \$ - | \$ - | \$ - | \$ 500,000 | \$ (4,108,813) | \$ 4,608,813 | \$ 4,310,000 | |
| | | PLN CON | \$ 1,207,200 | \$ 3,837,800 | \$ 2,395,193 | \$ - | \$ - | \$ 7,440,193 | \$ (44,807) | \$ 7,485,000 | \$ 7,485,000 | |
| | | CLD PA&ED | \$ 115,963 | \$ - | \$ - | \$ - | \$ - | \$ 115,963 | \$ (391,037) | \$ 507,000 | \$ 507,000 | |
| 12-SW-WIL-1058 | Palomar St, Mission Trail to Jefferson (3.568 mi. 2 to 4 lanes) | STD ENG | \$ 332,325 | \$ - | \$ - | \$ - | \$ - | \$ 332,325 | \$ (59,193) | \$ 391,517 | \$ 391,517 | \$ 9,418,000 |
| | | STD ROW | \$ 300,000 | \$ - | \$ - | \$ 117,282 | \$ - | \$ 417,282 | \$ (4,718) | \$ 422,000 | \$ 422,000 | |
| | | PLN CON | \$ 2,500,000 | \$ 2,000,000 | \$ - | \$ - | \$ - | \$ 4,500,000 | \$ - | \$ 4,500,000 | \$ 1,941,000 | |
| 20-SW-WIL-1198 | Bundy/I-15 Interchange | PLN PAED | \$ 500,000 | \$ 500,000 | \$ - | \$ - | \$ - | \$ 1,000,000 | \$ - | \$ 1,000,000 | \$ 1,000,000 | \$ 7,423,000 |
| 20-SW-WIL-1199 | Wildomar Trail/I-15 Interchange | PLN PAED | \$ 500,000 | \$ 500,000 | \$ - | \$ - | \$ - | \$ 1,000,000 | \$ - | \$ 1,000,000 | \$ 1,000,000 | \$ 7,423,000 |
| | | PLN PAED | \$ - | \$ 130,000 | \$ - | \$ - | \$ - | \$ 130,000 | \$ - | \$ 130,000 | | |
| 21-SW-WIL-XXXX | Bundy Canyon (Mission Trail to Orange (I-15)) | PLN ENG | \$ - | \$ 324,000 | \$ - | \$ - | \$ - | \$ 324,000 | \$ - | \$ 324,000 | No RA | \$ 6,869,000 |
| | | PLN ROW | \$ - | \$ - | \$ 2,650,000 | \$ - | \$ - | \$ 2,650,000 | \$ - | \$ 2,650,000 | | |
| | | PLN CON | \$ - | \$ - | \$ 400,000 | \$ - | \$ - | \$ 400,000 | \$ - | \$ 400,000 | | |
| Total Programmed Balance Carryover* | | | \$ 5,903,920 | \$ (13,565,807) | \$ (21,707,562) | \$ (17,901,945) | \$ (12,005,941) | | | | | |
| Summary Table | | | | | | | | | | | | |
| Fiscal Year | | | FY22-23 | FY23-24 | FY24-25 | FY25-26 | FY26-27 | 5-Year Total Available Revenue | 5-Year Total Programmed | 5-Year Total Balance | | |
| Available Revenue | | | \$ 29,413,733 | \$ 11,541,420 | \$ (7,787,369) | \$ (15,784,663) | \$ (11,830,974) | \$ 50,214,514 | \$ 51,125,481 | \$ (910,967) | | |
| Programmed Phases | | | \$ 23,509,814 | \$ 25,107,226 | \$ 13,920,193 | \$ 2,117,282 | \$ 174,967 | | | | | |
| Carryover Balance | | | \$ 5,903,920 | \$ (13,565,807) | \$ (21,707,562) | \$ (17,901,945) | \$ (12,005,941) | | | | | |

Attachment

2022 Hemet/San Jacinto Zone TUMF Transportation Improvement Program



DRAFT 2022 Hemet/San Jacinto Zone 5-Year Transportation Improvement Program

| Fiscal Year | | FY22-23 | FY23-24 | FY24-25 | FY25-26 | FY26-27 | Current Phase Balance | Total Phase Payments/ Expenditures | Original Programmed Phase Cost | Reimbursement Agreement Amount | Max Share (2019) | | |
|---|---|----------------|----------------|--------------|--------------|--------------|-----------------------|------------------------------------|--------------------------------|--------------------------------|------------------|--------------|--------------|
| Forecast Revenues | | \$2,500,000 | \$ 2,525,000 | \$ 2,550,250 | \$ 2,575,753 | \$ 2,601,510 | \$ 17,764,441 | \$ (971,974) | \$ 18,736,415 | | | | |
| Carryover Revenues (As of 4/12/2022) | | \$9,819,320 | \$ 4,663,834 | \$ 1,679,879 | \$ 3,730,129 | \$ 4,105,881 | | | | | | | |
| Available Revenues | | \$ 12,319,320 | \$ 7,188,834 | \$ 4,230,129 | \$ 6,305,881 | \$ 6,707,391 | | | | | | | |
| Funded Expenditures | | | | | | | | | | | | | |
| | | Status* | Phase** | | | | | | | | | | |
| City of Hemet | | | | | | | | | | | | | |
| 16-HS-HEM-1180 | Warren Road, Stetson Ave. to Poplar St (1.17 mi. 2 to 4 lanes) | PLN | PA&ED | \$ - | \$ 345,390 | \$ - | \$ - | \$ - | \$ 345,390 | \$ - | \$ 345,390 | No Agreement | \$ 3,214,000 |
| | | PLN | ROW | \$ - | \$ - | \$ 500,000 | \$ - | \$ - | \$ 500,000 | \$ - | \$ 500,000 | | |
| | | PLN | CON | \$ - | \$ - | \$ - | \$ 2,200,000 | \$ - | \$ 2,200,000 | \$ - | \$ 2,200,000 | | |
| City of San Jacinto | | | | | | | | | | | | | |
| 20-HS-SJC-1201 | State St, Gilman Springs to Quandt Ranch Rd | PLN | PA&ED | \$ 105,535 | \$ - | \$ - | \$ - | \$ - | \$ 105,535 | \$ - | \$ 105,535 | \$ 59,535 | \$ 1,184,000 |
| | | PLN | PSE | \$ 149,121 | \$ - | \$ - | \$ - | \$ - | \$ 149,121 | \$ - | \$ 149,121 | \$ 149,121 | |
| | | PLN | ROW | \$ 247,779 | \$ - | \$ - | \$ - | \$ - | \$ 247,779 | \$ - | \$ 247,779 | \$ 247,779 | |
| | | PLN | CON | \$ - | \$ 681,565 | \$ - | \$ - | \$ - | \$ 681,565 | \$ - | \$ 681,565 | \$ 681,565 | |
| 20-HS-SJC-1202 | Warren Rd (Upper Line to Ramona Expy, 1.75 miles) | | PA&ED | \$ 150,000 | \$ - | \$ - | \$ - | \$ - | \$ 150,000 | \$ - | \$ 150,000 | \$ 150,000 | \$ 4,807,000 |
| | | | PSE | \$ 175,000 | \$ - | \$ - | \$ - | \$ - | \$ 175,000 | \$ - | \$ 175,000 | \$ 175,000 | |
| | | | CON | \$ - | \$ 4,482,000 | \$ - | \$ - | \$ - | \$ 4,482,000 | \$ - | \$ 4,482,000 | \$ 4,482,000 | |
| Cities of San Jacinto and Hemet | | | | | | | | | | | | | |
| 05-HS-SJC-1025 | Esplanade Ave, Warren Road to State St (Phase I & II) (3.53 mi. 2 to 4 lanes) | STD | PA&ED | \$ 114,438 | \$ - | \$ - | \$ - | \$ - | \$ 114,438 | \$ (179,587) | \$ 294,025 | \$ 294,025 | \$ 9,700,000 |
| | | STD | ENG | \$ 412,980 | \$ - | \$ - | \$ - | \$ - | \$ 412,980 | \$ (463,020) | \$ 876,000 | \$ 876,000 | |
| | | PLN | ROW | \$ 670,633 | \$ - | \$ - | \$ - | \$ - | \$ 670,633 | \$ (329,367) | \$ 1,000,000 | \$ 1,000,000 | |
| | | PLN | CON | \$ 5,630,000 | \$ - | \$ - | \$ - | \$ - | \$ 5,630,000 | \$ - | \$ 5,630,000 | \$ 5,400,000 | |
| 20-HS-HEM-1202 | Esplanade Ave, Warren Road to Sanderson St - South Side Improvements (1.5 mi) | PLN | PA&ED | \$ 100,000 | \$ - | \$ - | \$ - | \$ - | \$ 100,000 | \$ - | \$ 100,000 | NA | |
| | | PLN | ENG | \$ 100,000 | \$ - | \$ - | \$ - | \$ - | \$ 100,000 | \$ - | \$ 100,000 | NA | |
| | | PLN | CON | \$ - | \$ 1,700,000 | \$ - | \$ - | \$ - | \$ 1,700,000 | \$ - | \$ 1,700,000 | NA | |
| Total Funded Capital Expenditures | | | | \$ 7,655,486 | \$ 5,508,955 | \$ 500,000 | \$ 2,200,000 | \$ - | | | | | |
| Total Funded Balance Carryover* | | | | \$ 4,663,834 | \$ 1,679,879 | \$ 3,730,129 | \$ 4,105,881 | \$ 6,707,391 | | | | | |

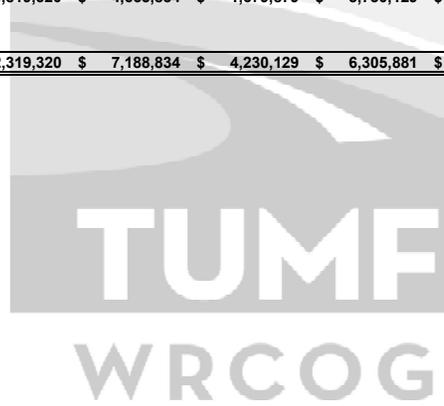
| Summary Table | | | | | | | | | |
|----------------------------|---------------|--------------|--------------|--------------|--------------|--------------------------------|-------------------------|----------------|--|
| Fiscal Year | FY22-23 | FY23-24 | FY24-25 | FY25-26 | FY26-27 | 5-Year Total Available Revenue | 5-Year Total Programmed | 5-Year Balance | |
| Available Revenues | \$ 12,319,320 | \$ 7,188,834 | \$ 4,230,129 | \$ 6,305,881 | \$ 6,707,391 | | | | |
| Programmed Projects | \$ 7,655,486 | \$ 5,508,955 | \$ 500,000 | \$ 2,200,000 | \$ - | \$ 25,071,833 | \$ 17,764,441 | \$ 7,307,391 | |
| Carryover Balance | \$ 4,663,834 | \$ 1,679,879 | \$ 3,730,129 | \$ 4,105,881 | \$ 6,707,391 | | | | |

Notes:
 Programmed Carryover Balance does not reflect actual Zone available cash
 Status: PLN=Planned, STD=Started, PND=Pending final invoice, CPL=Completed, CLD= Phase Closed, TER=Terminated.
 Phases: planning=PA&ED, engineering=ENG, right-of-way=ROW, construction=CON
 Reimbursement Detail Tracked on Separate Spreadsheet



DRAFT 2022 Hemet/San Jacinto Zone 5-Year Transportation Improvement Program

| Fiscal Year | FY22-23 | FY23-24 | FY24-25 | FY25-26 | FY26-27 | Current Phase Balance | Total Phase Payments/ Expenditures | Original Programmed Phase Cost | Reimbursement Agreement Amount | Max Share (2019) |
|--------------------------------------|---------------|--------------|--------------|--------------|--------------|-----------------------|------------------------------------|--------------------------------|--------------------------------|------------------|
| Forecast Revenues | \$2,500,000 | \$ 2,525,000 | \$ 2,550,250 | \$ 2,575,753 | \$ 2,601,510 | \$ 17,764,441 | \$ (971,974) | \$ 18,736,415 | | |
| Carryover Revenues (As of 4/12/2022) | \$9,819,320 | \$ 4,663,834 | \$ 1,679,879 | \$ 3,730,129 | \$ 4,105,881 | | | | | |
| Available Revenues | \$ 12,319,320 | \$ 7,188,834 | \$ 4,230,129 | \$ 6,305,881 | \$ 6,707,391 | | | | | |





Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Objective Design Standards Toolkit Document Transfer to the Orange County Council of Governments (OCCOG)

Contact: Christopher Tzeng, Program Manager, ctzeng@wrcog.us, (951) 295-8703

Date: September 12, 2022

Requested Action(s):

1. Authorize the WRCOG Executive Director to provide written approval enabling PlaceWorks, Inc., to share the Objective Design Standards Toolkit document developed by WRCOG with OCCOG.

Purpose:

The purpose of this item is to summarize the desire to share the Objective Design Standards Toolkit, which WRCOG has developed for its member agencies with REAP funding, with OCCOG and the steps to be taken to share the document.

WRCOG 2022-2027 Strategic Plan Goal:

Goal #5 - Develop projects and programs that improve infrastructure and sustainable development in our subregion.

Background:

Objective Design Standards Toolkit Summary

WRCOG is utilizing Regional Early Action Planning (REAP) grant funding, which is being provided by the California Department of Housing and Community Development through SCAG, to prepare an Objective Design Standards Toolkit (Toolkit) for use by member agencies in order to implement the requirements of Senate Bill (SB) 35. SB 35 requires approval of qualified housing projects based on objective, regulatory standards. The Bill requires that any design review or public oversight must be objective and focus only on reasonable design standards previously adopted and broadly applied by the local agency. The Toolkit is being developed so that member agencies can customize standards that fit each jurisdiction.

The Toolkit addresses design standards with several architectural style types, provides applicability and context to state law, guidance for inclusion into the zoning code, and considerations and standards for overall site design. A final draft Toolkit was presented to the Planning Directors Committee at its September 8, 2022, meeting, and made available to the Committee members for a last round of comments and input. The Toolkit will be finalized in the coming weeks. WRCOG is also offering assistance with REAP grant funding to customize standards to fit the needs of each WRCOG member jurisdiction.

Toolkit Sharing with OCCOG

WRCOG is utilizing the services of PlaceWorks, Inc., to develop the Toolkit. PlaceWorks is also a consultant to OCCOG and PlaceWorks educated OCCOG staff on the usefulness of the Toolkit that WRCOG is developing. In turn, OCCOG has a desire to develop a similar Toolkit for its member agencies and is requesting to utilize the WRCOG Toolkit as a starting point. WRCOG would like to provide the Toolkit to OCCOG through PlaceWorks since WRCOG is utilizing state funding through the REAP grant program.

In order to transfer this document, there are two documents that will need to be executed. These documents are summarized below and provided as attachments to this report.

1. OCCOG signs a release and waiver of liability and indemnity agreement for the Objective Design Standards Toolkit.
2. WRCOG written approval enabling PlaceWorks to share the Objective Design Standards Toolkit document developed by WRCOG with OCCOG.

WRCOG will provide the written approval to PlaceWorks only after OCCOG provides the executed release to WRCOG.

Prior Action(s):

March 1, 2021: The Executive Committee authorized the Executive Director to execute an MOU, substantially as to form, with SCAG for the REAP Subregional Partnership program.

Fiscal Impact:

Transportation and Planning Department activities are included in the Agency's adopted Fiscal Year 2022/2023 Budget under the Transportation Department (Fund 110). In addition, the development of the Objective Design Standards Toolkit is covered by REAP funding that has already been approved by SCAG. Therefore, all expenses incurred by WRCOG related to this item will be reimbursed through SCAG.

Attachment(s):

[Attachment 1 - Release and Waiver re ODS Toolkit with OCCOG](#)

[Attachment 2 - Grant of Permission ODS PlaceWorks](#)

Attachment

Release and Waiver of Liability and
Indemnity Agreement with OCCOG
for the Objective Design Standards
Toolkit

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT
OBJECTIVE DESIGN STANDARDS TOOLKIT

In consideration of being permitted to use the Objective Design Standards Toolkit provided by PlaceWorks Inc., the undersigned agrees to this Release and Waiver of Liability and Indemnity Agreement (“Agreement”). In further consideration of this use, the undersigned hereby agrees as follows:

Release of Liability: The undersigned hereby releases, waives, and discharges the Western Riverside Council of Governments (“WRCOG”), its officials, directors, officers, employees, volunteers, contractors, and attorneys (collectively, “Releasees”) from any and all alleged and actual claims, damages, remedies, causes of action, demands, and other liabilities (collectively, “Liabilities”) arising out of or in any manner related to the use of the Objective Design Standards Toolkit. The foregoing release and waiver applies to all Liabilities, whether retrospective, current, or prospective, known or unknown, foreseeable or unforeseeable, whether caused by the negligence of the Releasees or otherwise. With respect to the matters released hereunder, the undersigned waives any rights or benefits that he or she might otherwise have under California Law.

Indemnification: The undersigned hereby agrees to indemnify, defend with counsel of the WRCOG’s choosing, and save and hold harmless WRCOG and the Releasees from any and all liability, claims, suits, actions, arbitration proceedings, administrative or regulatory proceedings, losses, expenses, or costs of any kind, whether actual alleged, or threatened, actual attorney’s fees incurred by WRCOG, court costs, interest, defense costs, including expert witness fees, and any other costs of any kind incurred in relation to or in any way attributable to the contemplated use of the Objective Design Standards Toolkit , including, but not limited to, any liability, harm, penalty, or loss to persons or property, or which may arise from any violation of the law including any harm to the Objective Design Standards Toolkit or caused by the use of the Objective Design Standards Toolkit .

The undersigned agrees that he or she has carefully read and understands this Agreement and all of its terms. THE UNDERSIGNED UNDERSTANDS THAT THE WAIVER AND RELEASE CONTAINED IN THIS AGREEMENT WILL PREVENT THE UNDERSIGNED FROM RECOVERING DAMAGES IN THE EVENT OF BODILY INJURY, DEATH, OR DAMAGE TO PROPERTY. Nevertheless, the undersigned executes this agreement freely and voluntarily and agrees that it will be binding upon the undersigned, and the undersigned heirs, assigns, successors, agents and legal representatives.

The undersigned further acknowledges and expressly agrees that the foregoing release, waiver, and indemnity provisions of the Agreement are intended to be as broad and inclusive as is permitted by the laws of the State of California. The undersigned further agrees that if any portion of this Agreement is held invalid, the balance of this Agreement shall, notwithstanding, continue in full legal force and effect.

The undersigned has read, understands, and voluntarily signs this Release and Waiver of Liability and Indemnity Agreement. The undersigned further agrees that no oral representations, statements, or inducement apart from the foregoing written Agreement have been made, and that this Agreement may be amended only by a writing signed by the undersigned.

ORANGE COUNTY COUNCIL OF GOVERNMENTS

Signed: _____

Dated: _____

Name: _____

Print full name

Attachment

Grant of Permission to PlaceWorks,
Inc. to Distribute Objective Design
Standards Toolkit



Western Riverside Council of Governments

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

September 12, 2022

PlaceWorks, Inc.
3 MacArthur Place, Suite 1100
Santa Ana, CA 92707
Attn: Karen Gulley

Subject: Grant of Permission to Distribute Objective Design Standards Toolkit

Dear Ms. Gulley:

In regards to Western Riverside Council of Governments (“WRCOG”) and PlaceWorks’ On Call Planning Professional Services Agreement (“Agreement”), executed on June 6, 2022, PlaceWorks has developed an Objective Design Standards Toolkit (“Toolkit”) for use by jurisdictions within the Western Riverside County subregion to assist with the implementation of Senate Bill 9. It has recently come to our attention that the Orange County Council of Governments (“OCCOG”) wishes to develop a similar Toolkit by utilizing the one produced by PlaceWorks for WRCOG as a starting point. WRCOG wishes to grant permission to PlaceWorks to share the Toolkit with the Orange County Council of Governments for this purpose.

This letter serves as written approval by WRCOG to share this Toolkit with OCCOG. This approval does not extend to any other party aside from OCCOG, nor does it extend to any other Intellectual Property referenced in the Agreement. Should PlaceWorks desire to extend this Toolkit or any other Intellectual Property from this Agreement, PlaceWorks must obtain further written approval from WRCOG.

Should you have any questions, please do not hesitate to contact me at (951) 405-6701 or kwilson@wrcog.us.

Sincerely,

Kurt Wilson
Executive Director



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Approval of Professional Services Agreement for TUMF Nexus Study
Contact: Chris Gray, Deputy Executive Director, cgray@wrcog.us, (951) 405-6710
Date: September 12, 2022

Requested Action(s):

1. Authorize the Executive Director to execute a new Professional Services Agreement between WRCOG and GHD to complete the the TUMF Nexus Study Update and provide TUMF Program Support in an amount not-to-exceed \$200,000, for a term of the Agreement through June 30, 2023.

Purpose:

The purpose of this item is to authorize the Executive Director to execute a new Professional Services Agreement (PSA) related to the TUMF Nexus Study and TUMF Program Support.

WRCOG 2022-2027 Strategic Plan Goal:

Goal #5 - Develop projects and programs that improve infrastructure and sustainable development in our subregion.

Background:

WRCOG's TUMF Program is a regional fee program designed to provide transportation and transit infrastructure that mitigates the impact of new growth in Western Riverside County. Funds from TUMF are distributed based on an allocation codified in various MOUs between WRCOG, the Riverside County Transportation Commission (RCTC), the Riverside Conservation Agency (RCA), and the Riverside Transportation Agency (RTA). 46% of TUMF collections are retained by WRCOG and allocated to the five TUMF Zones based on the collections within that Zone. Another 46% of TUMF funds are provided to RCTC on a monthly basis for their use in funding regional TUMF projects per the TUMF Administrative Plan. 1.47% of all TUMF funds are allocated to RCA for the purchase of land in support of the Multi-Species Habitat Conservation Plan (MSHCP). 3% of TUMF funds are allocated to RTA for regional transit projects. The remaining 4% of TUMF funds collected go towards WRCOG for Program Administrative Expenses.

TUMF Nexus Study Background

WRCOG has prepared regular updates of the TUMF Nexus Study since the inception of the Program in 2002. Key elements of these updates include identification of projects to be included in the TUMF Network, update of units costs for these projects, and the development of socio-economic forecasts for the WRCOG subregion. These three items when combined determine the fees by land use type (single-

family residential, multi-family residential, commercial, service, and industrial).

2021 TUMF Nexus Study Update

In 2021, the WRCOG Executive Committee authorized WRCOG to embark on an update of the TUMF Nexus Study. WRCOG staff used the existing WRCOG On-Call Planning Bench to select a consultant (WSP) to work on this update; WSP had prepared the previous TUMF Nexus Study Update in 2016. More importantly, the WSP Project Manager (Darren Henderson) had worked on all TUMF Nexus Study updates since the inception of the TUMF Program in 2002. During this time, Mr. Henderson has worked at a variety of firms, including Parsons-Brinkerhoff and WSP.

Staff issued a Task Order and directed WSP to begin work on the TUMF Nexus Study Update and work continued through June 30, 2022, when the Task Order expired as it was tied to WSP's expiring On-Call Planning Contract.

Prior to the expiration of this contract, WSP was awarded a new contract for On-Call Planning Services. WRCOG staff were in the process of preparing a new Task Order for the remaining work associated with the TUMF Nexus Study update when we were informed that Mr. Henderson had left WSP. WRCOG's Professional Service Agreements contain standard language that requires that WRCOG be notified if key staff members leave during the period of contract performance. At that point, WRCOG stopped preparing a new Task Order for WSP as Mr. Henderson's knowledge and experience was the main reason why this work was assigned to WSP initially.

TUMF Nexus Study Update RFP

Given the staff transition at WSP, WRCOG staff felt it was appropriate to prepare and distribute a Request for Proposal (RFP) for the completion of the TUMF Nexus Study update. That RFP also included work related to general TUMF Program support, which includes assistance with fee calculations and other programmatic elements on an as needed basis.

The RFP was posted to PlanetBids on August 17, 2022, with responses due by August 26, 2022. One response was received (from GHD).

The GHD Proposal was reviewed by WRCOG staff and recommended for contract award. Key aspects of GHD's proposal is that many GHD staff members have meaningful expertise working with TUMF. The GHD Project Manager, Darren Henderson, worked on all previous TUMF Nexus Study updates and has significant experience with the TUMF Program, having worked on the Program since 2002. Maintaining Mr. Henderson as the primary consultant on the Nexus Study update minimizes disruption to the schedule and maintains continuity with previous Nexus Study updates. The proposed services are also consistent with the work requested by WRCOG which includes the update of the TUMF Nexus Study and overall TUMF Program Support. GHD's proposal was for \$199,972, which is consistent with the \$200,000 WRCOG budgeted for these activities.

Prior Action(s):

None.

Fiscal Impact:

Funding for the TUMF Nexus Study included in the Agency's adopted FY 2022/2023 Budget under the

Transportation & Planning Department. Funding is included in the TUMF Program under the General Fund (Fund 110) under the Consulting Services line item.

Attachment(s):

[Attachment 1 - WRCOG Professional Services Agreement with GHD](#)

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

1. PARTIES AND DATE.

This Agreement is made and entered into this day _____ of _____, 20____, by and between the Western Riverside Council of Governments, a California public agency (“WRCOG”), and **GHD Inc.**, a California 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 **Nexus Study Modeling and Cost Analysis**, 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 **2022 TUMF Nexus Study Update** (“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 **TUMF Nexus Study Technical Analysis & General Program Liaison** 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 **September 12, 2022 to June 30, 2023** 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:

Darren Henderson, AICP, GHD
Don Hubbard, TE, AICP, GHD

3.2.5 WRCOG's Representative. WRCOG hereby designates **Chris Gray**, 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 **Darren Henderson** 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 sub- contractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and sub-contractors 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/or 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 Directors, officials, officers, employees, volunteers 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 sub-contractor to commence work on any subcontract until it has provided evidence satisfactory to WRCOG that the sub-contractor 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 sub-contractors. Consultant shall also require all of its sub-contractors 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 equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or 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 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, volunteers and agents insured status using ISO endorsement forms 20 10 01 and 20 37 10 01, or endorsements providing equivalent 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 equivalent .

(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 in 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. Defense costs shall be payable in addition to the limits set forth hereunder. 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, volunteers 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.

(i) 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).

(ii) 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 seven (7) days prior to the effective date of cancellation or expiration.

(iii) 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.

(iv) 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.

(v) 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. In the event a claim arises for which WRCOG is entitled to additional insured status, WRCOG may require the Consultant to provide complete copies of all applicable insurance policies in effect for the duration of the Project.

(vi) Neither WRCOG nor any of its Directors, officials, officers, employees, volunteers 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. Consultant has declared and obtained WRCOG's approval of its deductibles or self-insured retentions effective as of the date of this Agreement. Consultant shall notify WRCOG in advance and obtain WRCOG's prior approval of any changes to its declared deductibles or self-insured retentions.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of 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. In the event a claim arises for which WRCOG is entitled to additional insured status, WRCOG reserves the right to require

complete, certified copies of all applicable required insurance policies.

3.2.10.9 Sub-consultant Insurance Requirements. Consultant shall not allow any sub-contractors or sub-consultants to commence work on any sub-contract 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 sub-contractors or sub-consultants shall be endorsed to name WRCOG as an additional insured using ISO Form CG 20 38 04 13 or an endorsement providing equivalent coverage. If requested by Consultant, WRCOG may approve different scopes or minimum limits of insurance for particular sub-contractors or sub-consultants.

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 sub-contractors, 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 ninety-nine thousand and nine hundred and seventy two dollars (\$199,972)** without written approval of WRCOG's **Executive Director**. 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 contain the invoice number and date; remittance address; Agreement number, and invoice total. 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 post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify, and hold WRCOG, its Directors, officials, officers, employees, volunteers, 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: Darren Henderson
2200 21st St
Sacramento, CA 95616

WRCOG: Western Riverside Council of Governments
3390 University Avenue, Suite 200
Riverside, CA 92501
Attn: Chris Gray

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 sub-license 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 sub-contractors to agree in writing that WRCOG is granted a non-exclusive and perpetual license for any Documents & Data the sub-contractor 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 sub-contractors 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 & 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 WRCOG, its Directors, 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 attorneys' 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, or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. 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 the 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 sub-contractors of Consultant, except as otherwise specified in this Agreement. All references to WRCOG include its Directors, 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, Director, officer, official, agent volunteer, 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 sub-contractor, 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 of 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 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 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

GHD Inc.

By: _____
Dr. Kurt Wilson
Executive Director

By: _____
Title: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
General Counsel
Best Best & Krieger LLP

By: _____
Its: _____

*A corporation requires the signatures of two corporate officers.

One signature shall be that of the Chairman of Board, the President or any Vice President, and the second signature (on the attest line) shall be that of the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer of such corporation.

If the above persons are not the intended signators, evidence of signature authority shall be provided to WRCOG.

EXHIBIT "A"

SCOPE OF SERVICES

General Program Liaison

Our Project Manager, Darren Henderson, will provide support to WRCOG and program stakeholders as TUMF Program Liaison. This role is key for ongoing TUMF management and implementation providing as needed support to WRCOG staff and the various agencies participating in the program. Darren, along with other key members of the GHD team, have been responsible for developing the technical information used to develop previous TUMF Nexus Studies and have access to background information to address any program related issues as they arise. Furthermore, through participation in TUMF and other local transportation projects, our team members have become familiar with those involved in TUMF implementation and can provide appropriate sensitivity and attention, when directed by WRCOG staff, to resolve outstanding issues.

Program liaison will be accomplished through a combination of on-site staff support, participation in regular virtual meetings and phone calls, and email correspondence. When necessary, Darren will engage with other subject matter experts on the GHD team to have them also provide additional support and guidance to WRCOG staff and program stakeholders on specific aspects of the program.

A specific function of program liaison will be participation in the monthly Public Works Committee (PWC) meetings that are hosted by WRCOG and serve as the primary stakeholder review committee for all matters related to TUMF. Our GHD Project Manager will continue to participate in these meetings as he has done since 2000. As necessary, additional GHD staff will be asked to participate in support of our ongoing work. In addition, our Project Manager and/or other team members will participate in other WRCOG committee meetings, as directed, to accomplish program milestones and satisfy other program outreach needs.

TUMF Nexus Update – Technical Analysis

Preparations for the current TUMF Nexus Study update have been ongoing at WRCOG, including completion and validations of RivCOM, completion of baseline model runs, and assembling project changes and requests from local jurisdictions and other sources. The process for updating the Nexus Study will utilize this information and tools to complete various technical analysis steps necessary to determine a revised schedule of fees.

Don, with support from Billy Park, will reprise their roles from the prior Nexus Study Update to accomplish the necessary technical steps to determine a draft schedule of fees. In summary, this process will involve:

- Obtaining the RivCOM model outputs for the 2019 and 2045 baseline conditions previously completed by others and reviewing and validating those model results for adequacy to support the evaluation of cumulative regional impacts and network mitigation needs.
- Calculating link volume-to-capacity (V/C) ratio, and tabulating trips by purpose, between the various zones and aggregate other network performance measures (VMT, VHD and LOS) as the basis for identifying impacts and determining the proportional fee allocation.

- Comparing the existing capacity deficiencies with the future deficiencies to identify where mitigation is necessary and to determine what portion is attributable to new development.
- Utilizing established (and/or revised) project screening criteria to analyze network change requests and confirm the eligibility of proposed projects for inclusion on the TUMF Network.
- Coding the recommended TUMF network into RivCOM, completing a 2045 build model run and tabulating network measures for VMT, VHD and LOS for comparison with the baseline results.
- Obtaining the most recent ITE Trip Generation Manual and updating the trip generation for various land use types to inform the weighting of fees between the defined land use categories.
- Exploring optional strategies for addressing the requirements of recent legislation including AB-602 and SB-743

In addition to the above steps to be completed by GHD, an additional critical task is required to inform the determination fees. As outlined in the RFP, GHD staff will coordinate with others to obtain updated unit cost assumptions for the various TUMF cost components based on values obtained from a review of recent similar projects in the Inland Empire. WRCOG staff has advised that this will possibly be completed by others through the WRCOG Transportation Planning On-Call and/or other on-call services contract(s) necessitating the coordination by GHD staff. Alternatively, this need could be accomplished by utilizing GHD civil design staff under the direct guidance of our Project Manager through execution of an additional task order under the Nexus Study Update contract.

Upon completion of the preceding tasks, GHD Technical Analysis staff will assemble the necessary information into the WRCOG TUMF Cost Fee Model to generate an updated schedule of fees. This final output, along with interim outputs from each critical milestone, will be presented to WRCOG staff and the PWC for review and concurrence at the respective steps in the process. The methodology and findings for each step will also be summarized in technical memoranda to inform the preparation of the TUMF Nexus Study Update Report in a subsequent task.

General Program Assistance

A final vital role to ensure the ongoing success of the TUMF program is the provision of general program assistance. At the direction of the WRCOG Project Manager, the GHD team will provide technical support, as necessary, to assist WRCOG staff to administer the TUMF program.

The RFP has specifically identified the update of two TUMF administrative documents to be accomplished under this task. These include:

- Updating technical memos for the payment of TUMF fees consistent with existing policies.
- Updating the current credit/reimbursement manual (and fee calculation handbook) to include possible new project eligibility such as Intelligent Transportation Systems (ITS) related projects.

The GHD team, under the guidance of our Project Manager, Darren Henderson, will accomplish the update of these document under this task. However, based on our knowledge of the program and with the aim of anticipating additional project needs that will emerge, we have taken the liberty to expand the scope of this task to reflect general program assistance. In doing so we will ensure GHD staff are available to WRCOG staff and TUMF stakeholders to support every aspect of program implementation.

EXHIBIT "B"

SCHEDULE OF SERVICES

Work will begin on September 12, 2022 and will be complete by June 30, 2023.

EXHIBIT "C"

**COMPENSATION
BILLING RATES**

| Name | Title | Hourly Rate |
|------------------|-------------------------|--------------------|
| Kemesh Verdula | Principal In Charge | \$315 |
| Darren Henderson | Project Manager | \$340 |
| Donald Hubbard | Technical Director | \$315 |
| Billy Park | Lead Modeler | \$283 |
| Zach Stinger | Technical Analyst | \$195 |
| Todd Tregenza | Transportation Planning | \$283 |
| Rosanna Southern | Transportation Planning | \$215 |
| Jenni Richards | Project Administrator | \$152 |



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Resolution Supporting Solve the Water Crisis Coalition
Contact: Dr. Kurt Wilson, Executive Director, kwilson@wrcog.us, (951) 405-6701
Date: September 12, 2022

Requested Action(s):

1. Adopt Resolution Number 24-22; A Resolution of the Executive Committee of the Western Riverside Council of Governments in support of the Solve the Water Crisis Coalition.

Purpose:

The purpose of this item is to express support for the Solve the Water Crisis Coalition on behalf of WRCOG and its member agencies.

WRCOG 2022-2027 Strategic Plan Goal:

Goal #1 - Serve as an advocate at the regional, state, and federal level for the Western Riverside subregion.

Background:

During the July 11, 2022, Executive Committee meeting, representatives of Eastern Municipal Water District (General Manager Joe Mouawad) and Western Municipal Water District (General Manager Craig Miller) presented information related to the current drought facing the WRCOG subregion. As part of this presentation, they discussed the Solve the Water Crisis Coalition, which is focused on educating key stakeholders regarding the long-standing issues related to water availability.

One of the key goals of the Solve the Water Crisis Coalition is to elevate the discussion regarding water issues and identify the need for immediate and significant State action to ensure California's residents and businesses have access to water. The Coalition notes that lack of an adequate water supply will impact quality of life, economic growth, community health, and the environment. The Coalition has also noted the lack of significant State investment in water supply infrastructure, which is particularly problematic given the elevated levels of revenue available to the State.

Currently, the Solve the Water Crisis Coalition is composed of 22 agencies Statewide. Of those, three are members of WRCOG, including:

- Eastern Municipal Water District
- Western Municipal Water District
- City of Corona

Other water agencies in the WRCOG subregion, including the Elsinore Valley Water District, the Rancho California Water District, and the Temescal Valley Water District are also members of the Coalition.

The proposed resolution would note WRCOG's support of the Solve the Water Crisis Coalition.

Prior Action(s):

July 11, 2022: The Executive Committee received and filed a report from Eastern Municipal Water District and Western Municipal Water District regarding current issues related to water supply and the drought.

Fiscal Impact:

Staff time related to the preparation and submission of this Resolution are included in the Administrative Department budget of the General Fund (Fund 110).

Attachment(s):

[Attachment 1 - Resolution Number 24-22 in support of the Solve the Water Crisis Coalition](#)

RESOLUTION NUMBER 24-22

A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS SUPPORTING THE SOLVE THE WATER CRISIS COALITION

WHEREAS, the Western Riverside Council of Governments (“WRCOG”) is a joint powers authority consisting of the County of Riverside and 18 cities, the Eastern Municipal Water District, the Western Municipal Water District, and the Riverside County Superintendent of Schools, situated in Western Riverside County; and

WHEREAS, the State of California is facing changing climate conditions and is in the third year of drought that the U.S. Drought Monitor has determined that more than 97% of the state’s land area is in at least “severe” drought status, 60% in at least “extreme” drought, and 12% in “exceptional” drought; and

WHEREAS, the current drought is part of a recurring event that follows a 5-year drought between 2012 and 2016, and a 3-year drought between 2007 and 2009, water shortage problems that are progressively causing more environmental, health and safety, and lifestyle problems for California communities; and

WHEREAS, Governor Newsom has proposed a Water Resiliency Portfolio to equip California to cope with the current water shortages, more extreme droughts, and rising temperatures, and issued Executive Order N-7-22 which recognized that “the 21st century to date has been characterized by record warmth and predominantly dry conditions, and the 2021 meteorological summer in California and the rest of the western United States was the hottest on record and the ongoing drought will have significant, immediate impacts on communities with vulnerable water supplies, farms that rely on irrigation to grow food and fiber, and fish and wildlife that rely on stream flows and cool water;” and

WHEREAS, the United States Bureau of Reclamation announced a 0% allocation to its contractors; and

WHEREAS, every water agency is taking extraordinary conservation and waste prevention measures to manage demands, preserve remaining supplies of water, and ensure sufficient water is available for critical residential, municipal, commercial, and industrial water needs; and

WHEREAS, the current water infrastructure, designed to meet the needs of a population of nineteen million residents, is unable to meet the needs of forty million residents due to the inadequacy of the system, constrained infrastructure, and increasing regulatory limitations; and

WHEREAS, the inadequacy of the current water supply system coupled with the lack of precipitation have created crisis conditions throughout the state, including severe impacts on agricultural lands, that have resulted in dry and fallowed farm lands, lower food production, and lost jobs, more active fire seasons devastating communities and major forest areas, reductions in grazing land for livestock and the loss of habitat for wildlife, loss of tourism due to the closing of state parks, rivers and lakes and recreation areas, loss of zero emission hydrologic power, and water prices are rising; and

WHEREAS, the current water system requires extraordinary investment and operational changes to provide sufficient water supplies for today and the future generations of Californians. Incremental measures are no longer enough, the health and welfare of the residents, economic growth, and environmental and habitat preservation depend on bold and decisive action to make the changes that are necessary; and

WHEREAS, while the State has developed a variety of solutions designed to transform the water supply system, it is critical for the state to provide the funding and approvals that are necessary to address the water supply crisis; and

WHEREAS, many of California’s water agencies, include the Eastern Municipal Water District and the Western Municipal Water District, have united to form the Solve the Water Crisis Coalition; and

WHEREAS, one of the key goals of the Solve the Water Crisis Coalition is to elevate the discussion regarding water issues and identify that the need for immediate and significant State action to ensure California’s residents and businesses have access to water. The Coalition notes that lack of an adequate water supply will impact quality of life, economic growth, community health, and the environment.

NOW THEREFORE, BE IT RESOLVED by the Executive Committee of the Western Riverside Council of Governments that it supports the Solve the Water Crisis Coalition. In support of the Coalition, we urge that the Governor, the Federal Bureau of Land Management, and the California State Legislature should develop, adopt, and implement an agreement for long-term solutions that will address the present crisis and the long-term needs of the state. A comprehensive solution to California’s long-standing water issues should include the following elements:

1. Storage – The State needs to increase surface and groundwater storage to have a sufficient supply of water to offset dry conditions.
2. Conveyance –The State is in desperate need of improved conveyance throughout the system to relieve the stress on the Delta and more efficiently and effectively move water where it is needed. Regulatory Certainty – Data and science provide more accurate tools for operation and monitoring of the State water system. The State needs to utilize those tools to create a more reliable system that allows water agencies to better plan and manage the amount of water that will be available for their customers.

PASSED AND ADOPTED by the Executive Committee of the Western Riverside Council of Governments on September 12, 2022.

Crystal Ruiz, Chair
WRCOG Executive Committee

Dr. Kurt Wilson, Secretary
WRCOG Executive Committee

Approved as to form:

Steven DeBaun
WRCOG Legal Counsel

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



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Approval of One TUMF Reimbursement Agreement
Contact: Chris Gray, Deputy Executive Director, cgray@wrcog.us, (951) 405-6710
Date: September 12, 2022

Requested Action(s):

1. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Corona for the Design, Right-Of-Way, and Construction Phases of the Ontario Avenue (Lincoln Avenue to Buena Vista Avenue) Project in an amount not to exceed \$2,300,000.

Purpose:

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

WRCOG 2022-2027 Strategic Plan Goal:

Goal #5 - Develop projects and programs that improve infrastructure and sustainable development in our subregion.

Background:

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

TUMF Reimbursement Agreement

One Reimbursement Agreement is being presented for approval. A Reimbursement Agreement is a document between WRCOG and a member agency and allows WRCOG to provide funding for TUMF expenses incurred for the Planning, Design, Engineering, and/or Construction Phase of a TUMF project. To enter into a Reimbursement Agreement, the funding for the project must first be allocated in the appropriate TUMF Zone Transportation Improvement Program (TIP). The following reimbursement agreement is presented for approval.

City of Corona:

1. The Ontario Avenue (Lincoln Avenue to Buena Vista Avenue) Project Reimbursement Agreement sets the amount of funding in the Design, Right of Way, and Construction Phases in an amount not to exceed \$2,300,000. This project funding has been requested by the City of Corona and is programmed in the adopted FY 2022/2023 Northwest Zone 5-Year Transportation Improvement Program.

Prior Action(s):

None.

Fiscal Impact:

Transportation Department activities are included in the Agency's adopted Fiscal Year 2022/2023 Budget under the Transportation Department. This Reimbursement Agreement is consistent with the previously approved Northwest Zone TIP. TUMF reimbursements are programmed under Fund 220.

Attachment(s):

[Attachment 1 - TUMF Reimbursement Agreement - Ontario Avenue Widening at Lincoln Avenue](#)

**TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
ONTARIO AVENUE WIDENING AT LINCOLN AVENUE
FOR DESIGN, RIGHT OF WAY, AND CONSTRUCTION**

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is entered into as of this 21st day of September, 2022, by and between the Western Riverside Council of Governments (“WRCOG”), a California joint powers authority and **THE CITY OF CORONA**, 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 **ONTARIO AVENUE WIDENING AT LINCOLN AVENUE PROJECT**, (the “Project”), a Qualifying Project. The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit “A” attached hereto and incorporated herein by reference and, pursuant to Section 20 below, is subject to modification if requested by the AGENCY and approved by WRCOG. The work shall be consistent with one or more of the defined WRCOG Call for Projects phases detailed herein as follows:

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

4) CON – Construction

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed **\$2,300,000 (TWO MILLION THREE HUNDRED THOUSAND DOLLARS)**, 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 **SAVAT KHAMPHOU, PUBLIC WORKS DIRECTOR**, or his or her designee, as the AGENCY's representative to WRCOG. The AGENCY's representative shall have the authority to act on behalf of the AGENCY for all purposes under this Agreement and shall coordinate all activities of the Project under the AGENCY's responsibility. The AGENCY shall work closely and cooperate fully with WRCOG's representative and any other agencies which may have jurisdiction over or an interest in the Project.

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

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

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

(b) Effect of Termination. In the event that the AGENCY terminates this Agreement, the AGENCY shall, within 180 days, repay to WRCOG any unexpended TUMF

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

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

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

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

18. Indemnification.

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

(b) WRCOG Responsibilities. WRCOG agrees to indemnify and hold harmless the AGENCY, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of WRCOG or its sub-consultants. WRCOG will reimburse the

AGENCY for any expenditures, including reasonable attorneys' fees, incurred by the AGENCY, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of WRCOG.

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

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

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

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

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

(iii) Contain standard separation of insured provisions.

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

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

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

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

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

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

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

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

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

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 CORONA

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

By: _____ Date: _____
Savat Khamphou
Public Works Director

Approved to Form:

Approved to Form:

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

By: _____ Date: _____
Dean Derleth, City Attorney

By: _____ Date: _____
Sylvia Edwards, City Clerk

EXHIBIT “A”**SCOPE OF WORK**

SCOPE OF WORK: Widen Ontario Avenue between Lincoln Avenue and Buena Vista Avenue to 3 lanes of travel in each direction, construct curb and gutter, sidewalks, driveway approaches, driveways, storm drains, street lights, and parkways along the south side of Ontario Avenue between Lincoln Avenue and Conejo Street, modify the existing traffic signal at Ontario Avenue and Lincoln Avenue to accommodate the street widening, construct parkways, sidewalks, and street lighting along the east side of Lincoln Avenue between Ontario Avenue and Othello Lane, construct ADA accessible curb ramps at the intersections of Ontario Avenue and Lincoln Avenue, Lincoln Avenue and Othello Lane, and Ontario Avenue and Oak Avenue, construct landscaped raised median islands on Ontario Avenue between Lincoln Avenue and S. Vicentia Avenue, perform utility relocations for both City owned utilities and privately owned utilities as required by the street widening, and resurface the restripe the roadway on Ontario Avenue between Via Pacifica and S. Vicentia Avenue.

EXHIBIT "A-1"**ESTIMATE OF COST**

| Phase | TUMF | LOCAL | TOTAL |
|---------------------|-------------|--------------|--------------|
| PA&ED | \$0 | \$50,000 | \$50,000 |
| PS&E | \$300,000 | \$0 | \$300,000 |
| RIGHT OF WAY | \$1,000,000 | \$0 | \$1,000,000 |
| CONSTRUCTION | \$1,000,000 | \$3,650,000 | \$4,650,000 |
| TOTAL | \$2,300,000 | \$3,700,000 | \$6,000,000 |

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

PA&ED – START OCTOBER 2022, END OCTOBER 2023, PS&E – START OCTOBER 2022, END DECEMBER 2023, RIGHT OF WAY – START APRIL 2023, END MARCH 2024, CONSTRUCTION START MARCH 2024, END DECEMBER 2025

| Phase | Estimated Completion Date | Estimated Cost | Comments |
|---------------------|----------------------------------|-----------------------|-----------------|
| PA&ED | October 2023 | \$50,000 | |
| PS&E | December 2023 | \$300,000 | |
| RIGHT OF WAY | March 2024 | \$1,000,000 | |
| CONSTRUCTION | December 2025 | \$4,650,000 | |
| TOTAL | December 2025 | \$6,000,000 | |

Elements of Compensation

EXHIBIT “B”

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

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

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

Signed _____

Title _____

Date _____

Invoice No. _____

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

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

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

1. ELEMENTS OF COMPENSATION.

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

1.1 DIRECT LABOR COSTS.

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

1.1.1 DIRECT SALARY COSTS

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

1.1.2 MULTIPLIER

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

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

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

1.1.2.3 Overhead Costs _____

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

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

1.2 FIXED FEE.

1.2.1 The fixed fee is \$ _____.

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

1.3 ADDITIONAL DIRECT COSTS.

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

Rates for identified Additional Direct Costs are as follows:

| <u>ITEM</u> | <u>REIMBURSEMENT RATE</u> |
|------------------|-------------------------------|
| | <i>[__ insert charges __]</i> |
| Per Diem | \$ /day |
| Car mileage | \$ /mile |
| Travel | \$ /trip |
| Computer Charges | \$ /hour |
| Photocopies | \$ /copy |
| Blueline | \$ /sheet |
| LD Telephone | \$ /call |
| Fax | \$ /sheet |
| Photographs | \$ /sheet |

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

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.

POSITION OR CLASSIFICATION RANGE OF HOURLY RATES

[__sample__]

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

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

3. INVOICING.

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

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

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

Signed _____
Title _____
Date _____
Invoice No. _____

4. PAYMENT

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

EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
Western Riverside Council of Governments
3390 University Avenue; Suite 450
Riverside, California 92501
Attention: Deputy Executive Director
ATTN: Accounts Payable

Re: Project Title - Invoice #__

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

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

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

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

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

By: _____
Name
Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

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

Invoice # _____

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

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

| | |
|--|---------------------|
| Total Base Contract Amount: | \$000,000.00 |
| Authorized Extra Work (if Applicable) | \$000,000.00 |
| | ----- |
| TOTAL AUTHORIZED CONTRACT AMOUNT: | \$000,000.00 |
| | |
| Total Invoice to Date: | \$000,000.00 |
| Total Previously Billed: | \$000,000.00 |
| Balance Remaining: | \$000,000.00 |
| | |
| Amount Due this Invoice: | \$000,000.00 |
| | ===== |

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

By: _____
Name
Title

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

**EXHIBIT B-5
Sample Progress Report**

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

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

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

B. Current/Potential Problems Encountered & Corrective Action

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

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

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



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Presentation by the South Coast Air Quality Management District on the 2022 Air Quality Management Plan

Contact: Sang-Mi Lee, Ph.D., Planning and Rules Manager, South Coast Air Quality Management District, slee@aqmd.gov, (909) 396-2311

Date: September 12, 2022

Requested Action(s):

1. Receive and file.

Purpose:

The purpose of this item is to share information on the South Coast Air Quality Management District 2022 Air Quality Management Plan.

WRCOG 2022-2027 Strategic Plan Goal:

Goal #1 - Serve as an advocate at the regional, state, and federal level for the Western Riverside subregion.

Background:

The Air Quality Management Plan (AQMP) is a blueprint for clean air policy in the 4-county South Coast Air Quality Management District (AQMD) jurisdiction. The South Coast AQMD is required by federal law to update its Plan approximately every 3 - 5 years, as the AQMP impacts everyone in the South Coast AQMD region.

Dr. Lee will provide a brief summary of the draft 2022 AQMP development, the strategy to attain the 2015 8-hour ozone National Ambient Air Quality Standard by 2037.

Prior Action(s):

None.

Fiscal Impact:

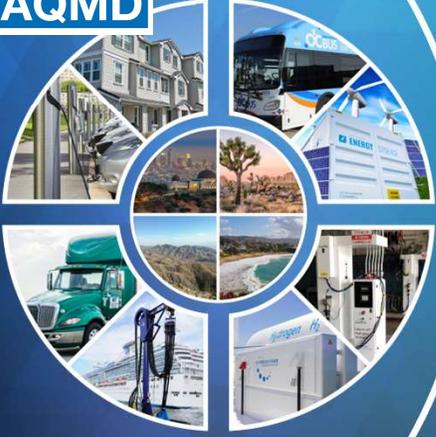
This item is for informational purposes only; therefore, there is no fiscal impact.

Attachment(s):

[Attachment 1 - AQMP presentation](#)



DRAFT 2022 AIR QUALITY MANAGEMENT PLAN

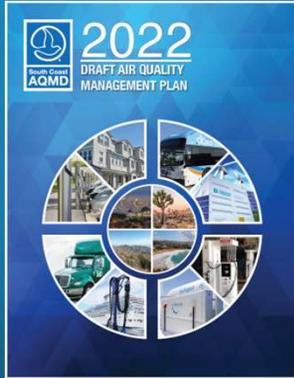


South Coast Air Quality Management District

1

2022 Air Quality Management Plan (AQMP)

- AQMP is a blueprint to improve air quality and achieve federal air quality standards in the South Coast Air Basin and Coachella Valley
- In 2015, the U.S. EPA tightened the ozone air quality standard to 70 parts per billion (ppb), triggering the need to develop an AQMP
- The 2022 AQMP addresses control strategy to meet the ozone standard by 2037
- The Draft 2022 AQMP and all supporting documents are available online at: <http://www.aqmd.gov/2022aqmp>



2

2

Our Challenge



Los Angeles c. 1950

Our region has historically suffered from some of the worst air quality in the United States



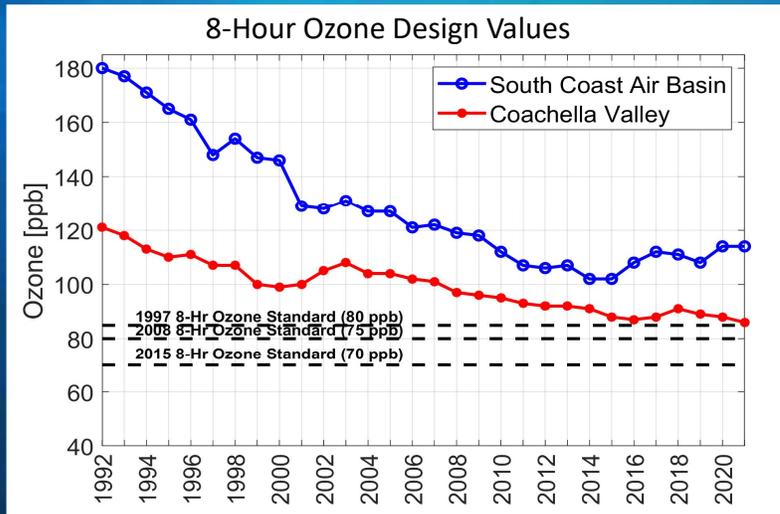
Los Angeles Recent Condition (2018)

We have made significant progress, but still suffer from poor air quality

- Worst ozone (smog) in the nation
- Among the worst fine particulate matter (PM2.5)

3

Ozone Trends in the South Coast Air Basin



- Overall air quality has dramatically improved
- High ozone in recent years were due to adverse meteorology. Continued emission reductions will improve ozone

4

Health Impacts of Ozone

Health Impacts of Ozone Exposure

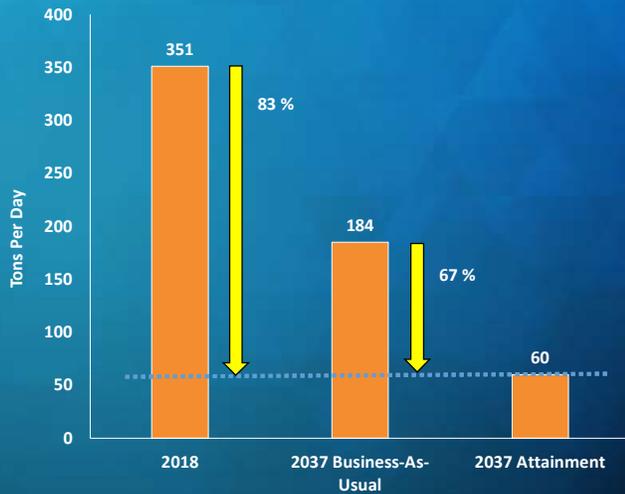
- Coughing and Sore Throat
- Aggravation of Emphysema and Chronic Bronchitis
- Airway Inflammation and Damage
- Increased Susceptibility to Infection
- Asthma Attacks

- Ozone precursor pollutants also increase fine particulate (PM2.5) pollution
- PM2.5 can cause **premature death** in addition to other serious health effects

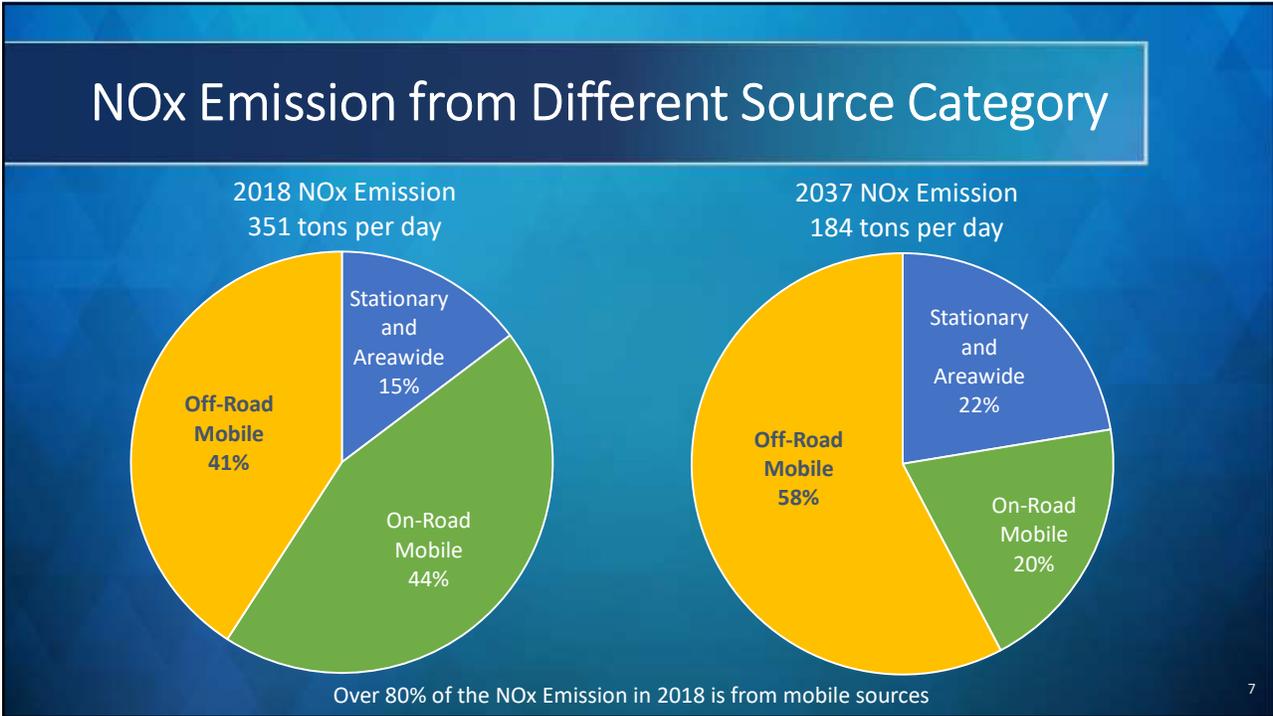
5

Need to Reduce NOx Emissions

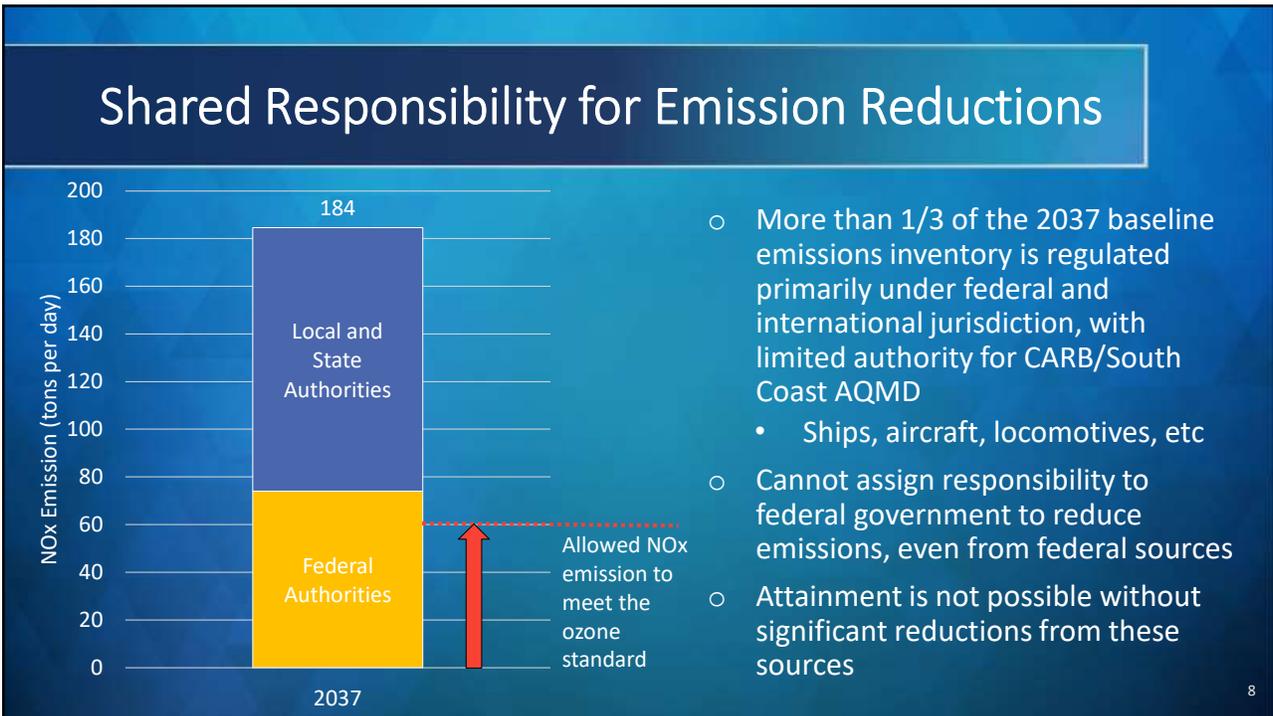
- The primary pollutant that must be controlled to reduce ozone in our region is nitrogen oxides (NOx)
- NOx is formed during processes that burn fuels
- NOx must be reduced to 60 tons per day to meet the ozone standard
 - 83% below current conditions
 - 67% below Business-As-Usual conditions in 2037



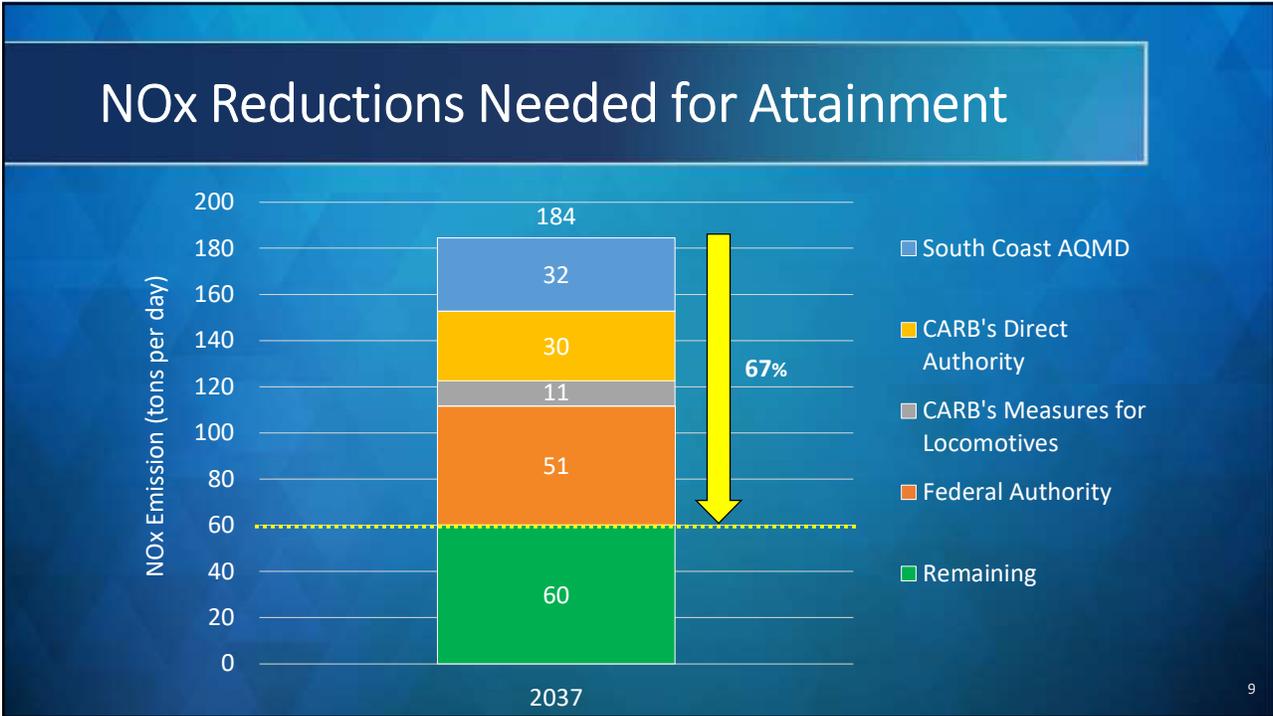
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7



8



9

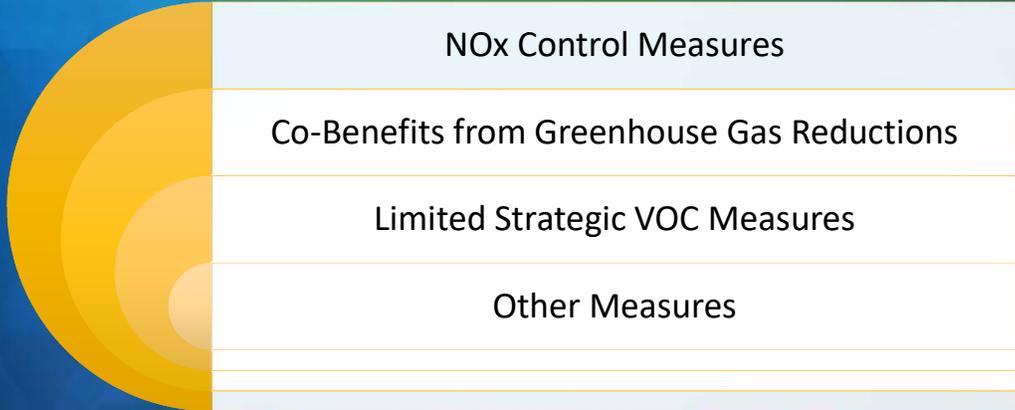
Innovative Approaches Needed

- Traditional approach relies on additional tailpipe/exhaust stack controls, new engines technology, or fuel improvements tailored to individual use cases
- These traditional approaches will not reduce emissions by the amount needed
- We must turn to zero emission and advanced technologies wherever possible

Traditional Approach

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Overview of Draft South Coast AQMD Stationary and Area Source Control Strategy



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Draft Stationary and Area Sources NOx Control Measures



Residential Combustion
Water/Space/Heating/
Cooking/Others



Commercial Combustion
Water/Space/Heating/
Cooking/Others



Industrial Combustion
Boilers/Process Heaters/
Refineries/EGUs/Etc.

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Development Process

- Release of the Draft 2022 AQMP: May 6, 2022
- Public comments were received during May 6 – July 22, 2022
- Revised 2022 AQMP to be released in late Summer
- Upcoming public meetings and schedule:

| Timeline | Milestone |
|-----------------------|--|
| Early September, 2022 | Release Revised Draft 2022 AQMP |
| October 7, 2022 | Status update on Draft 2022 AQMP development to South Coast AQMD Governing Board and Set Hearing |
| October 12-20, 2022 | Regional Public Hearings |
| December 2, 2022 | South Coast AQMD Board Consideration of Draft Final AQMP |

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Regional Public Hearings

| 2022 AQMP Regional Public Hearings | Date | Time | Location |
|---|------------------|-----------|--|
| Regional Public Hearing for Los Angeles County | October 12, 2022 | 2:00 p.m. | https://scaqmd.zoom.us/j/97319116794 Zoom Webinar ID: 973 1911 6794 Teleconference Dial In: +1 669 900 6833 |
| Regional Public Hearing for San Bernardino County | October 12, 2022 | 6:00 p.m. | https://scaqmd.zoom.us/j/91005796281 Zoom Webinar ID: 910 0579 6281 Teleconference Dial In: +1 669 900 6833 |
| Regional Public Hearing for Coachella Valley | October 18, 2022 | 6:00 p.m. | https://scaqmd.zoom.us/j/99950751763 Zoom Webinar ID: 999 5075 1763 Teleconference Dial In: +1 669 900 6833 |
| Regional Public Hearing for Orange County | October 19, 2022 | 1:00 p.m. | https://scaqmd.zoom.us/j/97747622239 Zoom Webinar ID: 977 4762 2239 Teleconference Dial In: +1 669 900 6833 |
| Regional Public Hearing for Riverside County | October 20, 2022 | 1:00 p.m. | https://scaqmd.zoom.us/j/94508364659 Zoom Webinar ID: 945 0836 4659 Teleconference Dial In: +1 669 900 6833 |

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Western Riverside Council of Governments Executive Committee

Staff Report

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

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

Date: September 12, 2022

Requested Action(s):

1. Adopt Resolution Number 23-22; A Resolution of the Executive Committee of the Western Riverside Council of Governments to defer foreclosure proceedings.

Purpose:

The purpose of this item is to provide an update on delinquent parcels and to request deferral of judicial foreclosure proceedings.

WRCOG 2022-2027 Strategic Plan Goal:

Goal #3 - Ensure fiscal solvency and stability of the Western Riverside Council of Governments.

Background:

On September 14, 2015, the Executive Committee adopted a policy to review, on an annual basis, the number and amount of delinquencies and determine the assignment of collection rights, or to begin the judicial foreclosure process. A delinquency means that the property owner(s) did not make timely payment of his and/or her property taxes (including the HERO Assessment installment(s)) for the past tax year and did not pay the delinquent HERO Assessment installments and any accrued penalties and interest.

PACE Delinquencies

Under WRCOG's Master Bond Indentures, it is stated that any property owner that is delinquent in his or her tax bill on October 1 of each year will be subject to WRCOG initiating a judicial foreclosure process.

However, WRCOG may elect to defer the judicial foreclosure proceedings if WRCOG has received or advanced funds to cover the delinquent amounts. Previous actions by the Executive Committee include:

2014/2015 Tax Year – deferred 44 of 9,125 parcels totaling \$97,687.67
 2015/2016 Tax Year – deferred 155 of 21,811 parcels totaling \$401,909.87
 2016/2017 Tax Year – deferred 237 of 38,367 parcels totaling \$697,431.96
 2017/2018 Tax Year – deferred 386 of 51,395 parcels totaling \$1,126,270.20
 2018/2019 Tax Year – deferred 630 of 52,844 parcels totaling \$1,790,780.64

2019/2020 Tax Year – deferred 822 of 43,120 parcels totaling \$2,095,416.37
2020/2021 Tax Year – deferred 510 of 39,387 parcels totaling \$1,460,205.69
2021/2022 Tax Year – recommendation to deferred 385 of 29,374 parcels totaling \$1,151,487.92 plus 10 parcels from 2020/2021 totaling \$2,424,360.06

2021/2022 Tax Year Delinquencies: David Taussig & Associates (dta), WRCOG's PACE Program Assessment Administrator, issues a preliminary report that details the delinquencies for the tax year (Exhibit B in Attachment 1 to this Staff Report).

For the 2021/2022 Tax Year, WRCOG enrolled 29,305 residential PACE assessments on parcels totaling \$84,610,015.24. As of August 10, 2022, the total delinquency rate is 1.24%, or \$1,046,393.62. For context, at the same time last year, the delinquency rate for WRCOG residential PACE parcels was 1.32%. Additionally, WRCOG enrolled 45 commercial projects as part of the TWAIN and SAMAS Programs. The total commercial program amount for SAMAS and TWAIN is \$1,581,480.30.

Deferral of judicial foreclosure for Tax Year 2021/2022 will assign WRCOG's collection rights to a third party for 373 delinquent residential parcels totaling \$970,859.19 and 12 delinquent commercial parcels totaling \$180,628.73 plus 10 delinquent commercial parcels from 2020/2021 totaling \$2,424,360.06. First National Assets California, LLC, (FNA) does not purchase delinquent assessments that are enrolled in a county that apportions funds as part of a Teeter Plan. In certain counties where WRCOG has PACE Programs, funds are disbursed in accordance with a Teeter Plan. Using this method, a county will disburse 100% of the amount enrolled to WRCOG, even if the property owner has not paid their taxes. Essentially, the county is purchasing the delinquency and is therefore entitled to collect, and keep, any penalties and interest collected when the delinquent tax bill is ultimately paid.

Deferral of Judicial Foreclosures

WRCOG has covenanted in certain provisions of its Master Indentures executed in connection with its PACE Programs that WRCOG will order, commence, and diligently prosecute an action in the Superior Court no later than December 1 to foreclose the lien of any assessment which has been billed but has not been paid as of October 1 of such year unless funds are advanced either by WRCOG or a third party to make payments to bondholders.

For the past four years, FNA has purchased such delinquencies from WRCOG, thereby allowing WRCOG to make payments in a timely manner to bond owners during each fiscal year. Each year, staff requests the Executive Committee to defer foreclosure since funds have been advanced to pay such delinquencies. The purchasing of the delinquency receivables accomplishes two primary objectives for WRCOG. First, it ensures that no residential property owner is subject to judicial foreclosure as a result of non-payment of a PACE assessment. Second, it ensures bond owners are paid in full and on time to avoid defaulting on the PACE bonds issued by WRCOG in accordance with the Program.

On August 1, 2022, the Executive Committee approved a Purchase and Sale Agreement for the Sale of Assessment Installment Receivables with FNA. Staff is seeking adoption of Resolution Number 23-22, the deferral of judicial foreclosures on residential and commercial delinquencies (Attachment 1).

Prior Action(s):

August 1, 2022: The Executive Committee adopted Resolution Number 22-22; A Resolution of the Executive Committee of the Western Riverside Council of Governments approving a Purchase and Sale

Agreement for the sale of Assessment Installment Receivables and authorized the Executive Director to enter into a Purchase and Sale Agreement, substantially as to form, with First National Assets for the purchase of delinquent assessment receivables.

September 1, 2021: The Administration & Finance Committee recommended that the Executive Committee Adopt Resolution Number 23-21; A Resolution of the Executive Committee of the Western Riverside Council of Governments waiving judicial foreclosure proceeding requirements for delinquent payments of assessments of the Energy Efficiency and Water Conservation Program for Western Riverside County and the California HERO Program.

August 2, 2021: The Executive Committee authorized the sale of the delinquent assessments to First National Assets.

October 5, 2020: The Executive Committee 1) deferred the judicial foreclosure proceedings on delinquent residential parcels for the 2019/2020 Tax Year and assigned WRCOG's collection rights to a third party for 822 delinquent parcels totaling \$2,095,416.37; and 2) authorized the Executive Director to enter in a Purchase and Sale Agreement with the third party, First National Assets, for the purchase of the delinquent assessment receivables.

Fiscal Impact:

At its August 1, 2022 meeting, the Executive Committee authorized the sale of the delinquent assessments to First National Assets, which will add approximately \$240,660.96 in PACE revenues in Fiscal Year 2021/2022.

Attachment(s):

[Attachment 1 - Resolution Number 23-22 deferring judicial foreclosure](#)

Attachment

Resolution Number 23-22;
A Resolution of the Executive
Committee of the Western Riverside
Council of Governments to defer
foreclosure proceedings

RESOLUTION NUMBER 23-22

**A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
TO DEFER FORECLOSURE PROCEEDINGS**

WHEREAS, the Western Riverside Council of Governments (“WRCOG”) has levied assessments under Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (commencing with Section 5898.12 et seq.) (“Chapter 29”). Such assessments (“Assessments”) are payable in installments under the Improvement Bond Act of 1915, Division 10 of Part I (commencing with Section 8500) of the California Streets and Highways Code (“1915 Act”) on residential and commercial properties participating in the Energy Efficiency and Water Conservation Program for Western Riverside County and the California HERO Program established by WRCOG pursuant to Chapter 29 and the 1915 Act (collectively, the “WRCOG Program”), which are collected on the secured property tax roll of the County of Riverside; and

WHEREAS, WRCOG has issued bonds which are secured by the levy of Assessments pursuant to the Master Indentures attached hereto as Exhibit “A” and incorporated herein by reference (the “Master Indentures”); and

WHEREAS, certain installments of such assessments are delinquent (the “Delinquent Assessments”) and are attached hereto as Exhibit “B” and incorporated herein by reference; and

WHEREAS, each Master Indenture requires that WRCOG proceed with judicial foreclosure or defer judicial foreclosure within 60 days from the delinquency determination; and

WHEREAS, WRCOG and FNA California, LLC, entered into that certain Purchase and Sale Agreement (the “Agreement”) pursuant to which FNA California, LLC, purchased certain rights WRCOG is entitled to receive arising from the collection of certain delinquent assessments for the tax years specified in Agreement and paid to WRCOG, amongst other things, an amount equal to the Delinquent Assessments; and

WHEREAS, WRCOG has applied amounts received from the Agreement to pay debt service on the Bonds in a timely manner; and

WHEREAS, as the debt service on the Bonds have been paid in a timely manner, WRCOG has determined that it is in the best interests of WRCOG at this time to defer the judicial foreclosures of the Delinquent Assessments.

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

Section 1. The above recitals are true and correct.

Section 2. The Executive Committee of the Western Riverside Council of Governments hereby approves deferring the judicial foreclosure of the Delinquent Assessments attached hereto as Exhibit "A" and incorporated herein by reference.

PASSED AND ADOPTED at a meeting of the Executive Committee of the Western Riverside Council of Governments held on September 12, 2022.

Crystal Ruiz, Chair
WRCOG Executive Committee

Dr. Kurt Wilson, Secretary
WRCOG Executive Committee

Approved as to form:

Best Best & Krieger, LLP
Bond Counsel

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

EXHIBIT "A"

LIST OF MASTER INDENTURES

- (a) Master Indenture by and between WRCOG and Deutsche Bank National Trust Company, as Trustee, dated as of September 1, 2013, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (Energy Efficiency and Water Conservation Program for Western Riverside County) (First Residential Property Tranche – Phase Three), as amended by the First Amendment to the Master Indenture dated as of February 1, 2014.
- (b) Master Indenture by and between WRCOG and Deutsche Bank National Trust Company, as Trustee, dated as of February 1, 2014, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (First Residential Property Tranche – Phase One).
- (c) Master Indenture by and between WRCOG and Deutsche Bank National Trust Company, as Trustee, dated as of August 1, 2014, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Second Residential Property Tranche – Phase One).
- (d) Amended and Restated Master Indenture by and between WRCOG and Deutsche Bank National Trust Company, as Trustee, dated as of March 1, 2015, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Second Residential Property Tranche – Phase One).
- (e) Master Indenture by and between WRCOG and Deutsche Bank National Trust Company, as Trustee, dated as of March 1, 2015, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Third Residential Property Tranche – Phase One).
- (f) Master Indenture by and between WRCOG and Deutsche Bank National Trust Company, as Trustee, dated as of July 1, 2015, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Fourth Residential Property Tranche – Phase One).
- (g) Master Indenture by and between WRCOG and Deutsche Bank National Trust Company, as Trustee, dated as of October 1, 2015, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Fifth Residential Property Tranche – Phase One).
- (h) Master Indenture by and between WRCOG and Deutsche Bank National Trust Company, as Trustee, dated as of January 1, 2016, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Sixth Residential Property Tranche – Phase One).
- (i) Master Indenture by and between WRCOG and Deutsche Bank National Trust Company, as Trustee, dated as of May 1, 2016, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Seventh Residential Property Tranche – Phase One).

- (j) Master Indenture by and between WRCOG and Deutsche Bank National Trust Company, as Trustee, dated as of June 1, 2016, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Lifestyle Residential Property Tranche – Phase One).
- (k) Master Indenture by and between WRCOG and Deutsche Bank National Trust Company, as Trustee, dated as of September 1, 2016, relating to the Western Riverside Council of Governments Limited Subordinate Obligation Improvement Bonds (WRCOG HERO Program) (First Residential Property Tranche – Phase One).
- (l) Master Indenture by and between WRCOG and Deutsche Bank National Trust Company, as Trustee, dated as of September 1, 2016, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Eighth Residential Property Tranche – Phase One).
- (m) Master Indenture by and between WRCOG and Deutsche Bank National Trust Company, as Trustee, dated as of January 1, 2017, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG Program and California HERO Program) (Ninth Residential Property Tranche – Phase One).
- (n) Amended and Restated Master Indenture by and between WRCOG and Deutsche Bank National Trust Company, as Trustee, dated as of March 1, 2017, relating to the Western Riverside Council of Governments Limited Subordinate Obligation Improvement Bonds (WRCOG HERO Program) (First Residential Property Tranche – Phase One).
- (o) Master Indenture by and between WRCOG and Deutsche Bank National Trust Company, as Trustee, dated as of May 1, 2017, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG HERO Program) (Tenth Residential Property Tranche – Phase One).
- (p) Master Indenture by and between WRCOG and Deutsche Bank National Trust Company, as Trustee, dated as of August 1, 2017, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG HERO Program) (Eleventh Residential Property Tranche – Phase One).
- (q) Master Indenture by and between WRCOG and Deutsche Bank National Trust Company, as Trustee, dated as of January 1, 2018, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG HERO Program) (Twelfth Residential Property Tranche – Phase One).
- (r) Master Indenture by and between WRCOG and The Bank of New York Mellon Trust Company, N.A., as Trustee, dated as of July 1, 2018, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG HERO Program) (Thirteenth Residential Property Tranche – Phase One).
- (s) Master Indenture by and between WRCOG and The Bank of New York Mellon Trust Company, N.A., as Trustee, dated as of September 1, 2019, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (WRCOG HERO Program) (Fourteenth Residential Property Tranche – Phase One).

- (t) Indenture of Trust by and between WRCOG and The Bank of New York Mellon Trust Company, N.A., as Trustee, dated as of February 1, 2020, relating to the Western Riverside Council of Governments Limited Obligation Refunding Bonds, Series 2020 (Commercial Program).
- (u) Indenture of Trust No. 2 by and between WRCOG and Wilmington Trust, National Association, dated as of December 18, 2019, relating to the Western Riverside Council of Governments Limited Obligation Improvement Bonds (Twain Commercial PACE Program) (First Commercial Property Tranche) Series No. 20191218-WR-TC-25.

EXHIBIT "B"
DELINQUENT ASSESSMENTS

Exhibit B - Delinquent Assessments

| Owner Name | Situs Address | Tax Parcel Number | Participant ID | Bond Series | Levy Amount | Paid Amount | Delinquent Installment | | Delinquent Amount | Penalty [3] | Interest [4] | Total Delinquent | Total Assessed Value | County |
|--|--|-------------------|------------------|----------------------------|-------------|-------------|------------------------|-----|-------------------|-------------|--------------|------------------|----------------------|-----------|
| | | | | | | | 1st | 2nd | | | | | | |
| Earl Johnson | 6319 Buena Ventura Ave Oakland CA 94605 | 037A-2781-028-00 | CA001100925 | 160923-CA-RA-R-15C | \$1,474.14 | \$0.00 | X | X | \$1,474.14 | \$147.41 | \$44.22 | \$1,665.77 | \$69,311.00 | Alameda |
| Dolores Edmond | 6206 Mayhews Landing Rd Newark CA 94560 | 092A-0911-020-00 | CA001101464 | 170616-CA-RA2-HPRCA4-R-25C | \$2,118.32 | \$1,059.16 | X | X | \$1,059.16 | \$105.92 | \$31.77 | \$1,196.85 | \$49,210.00 | Alameda |
| Edward Sterling, Andrea Sterling | 3423 Saddle Rd Hayward CA 94541 | 425-0090-011-00 | CA001101397 | 170721-CA-RA3-HPR-R-15C | \$2,864.60 | \$0.00 | X | X | \$2,864.60 | \$286.46 | \$85.94 | \$3,237.00 | \$601,533.00 | Alameda |
| Nancy Barnum-Moreland | 2500 Landcaster Ct Hayward CA 94542 | 425-0360-017-00 | CA001101863 | 171103-CA-RA-HPR-R-05C | \$12,909.09 | \$0.00 | X | X | \$12,909.09 | \$1,290.91 | \$387.27 | \$14,587.27 | \$101,809.00 | Alameda |
| Joseph De La Rosa, Synthia De La Rosa | 908 G St Union City CA 94587 | 486-0027-095-00 | CA001102001 | 180112-CA-RA-HPR-R-10C | \$3,987.10 | \$1,993.55 | X | X | \$1,993.55 | \$199.36 | \$59.81 | \$2,252.72 | \$147,381.00 | Alameda |
| Nancy Barnum-Moreland | 2500 Landcaster Ct Hayward CA 94542 | 425-0360-017-00 | CA001102209 | 180112-CA-RA-HPR-R-20C | \$1,953.21 | \$0.00 | X | X | \$1,953.21 | \$195.32 | \$58.60 | \$2,207.13 | \$101,809.00 | Alameda |
| Leonard Baxter, Gail Baxter | 324 Goldenrain Ave Fremont CA 94539 | 519-1199-087-00 | CA001102099 | 180126-CA-RA3-HPR-R-25CD | \$4,466.44 | \$0.00 | X | X | \$4,466.44 | \$446.64 | \$133.99 | \$5,047.07 | \$1,119.02 | Alameda |
| Gene Maxwell | 2915 Laldston Way Hayward CA 94541 | 417-0050-095-03 | CA001102373 | 180511-CA-RA3-HPR-R-05CDE | \$5,462.06 | \$0.00 | X | X | \$5,462.06 | \$546.21 | \$163.86 | \$6,172.13 | \$481,911.00 | Alameda |
| CLYDIA CALDWELL | 26 FOSTER CT Oakland CA 94603 | 045-5309-015-00 | CA001102623 | 190118-CA-RA-HPR-R-25F | \$3,814.18 | \$0.00 | X | X | \$3,814.18 | \$381.42 | \$114.43 | \$4,310.03 | \$109,875.00 | Alameda |
| Nira Allen | 34829 GLADSTONE PL FREMONT CA 94555 | 543-0328-038-00 | CA001102901 | 200327-CA-RA-HPR-R-20E | \$4,660.04 | \$0.00 | X | X | \$4,660.04 | \$466.00 | \$139.80 | \$5,265.84 | \$143,688.00 | Alameda |
| Jolie Chain | 125 Amelia St Sutter Creek CA 95685 | 018-063-012-000 | CA005109447 | 171020-CA-RA-HPR-R-15C | \$1,493.06 | \$0.00 | X | X | \$1,493.06 | \$149.31 | \$44.79 | \$1,687.16 | \$185,656.00 | Amador |
| Robert Jackson, Tamara Jackson | 16091 Overlook Ter Pioneer CA 95666 | 023-140-011-000 | CA005109474 | 180216-CA-RA-HPR-R-10CD | \$2,519.70 | \$0.00 | X | X | \$2,519.70 | \$251.97 | \$75.59 | \$2,847.26 | \$205,308.00 | Amador |
| Joe Pearce | 3647 Ashley Ave Oroville CA 95966 | 033-452-014-000 | CA007109987 | 170428-CA-RA3-HPR-R-15C | \$1,377.16 | \$688.58 | X | X | \$688.58 | \$68.86 | \$20.66 | \$778.10 | \$144,863.00 | Butte |
| Travis Richardson, Jesse Richardson | 13602 Andover Dr Magalia CA 95954 | 066-140-021-000 | CA007110231 | 180323-CA-RA-HPR-R-25CDE | \$2,099.88 | \$0.00 | X | X | \$2,099.88 | \$209.99 | \$63.00 | \$2,372.87 | \$17,000.00 | Butte |
| Damon Munn | 1191 Mount Ida Rd Oroville CA 95966 | 079-330-011-000 | CA007110366 | 190719-CA-RA-HPR-R-20F | \$1,114.16 | \$557.08 | X | X | \$557.08 | \$55.71 | \$16.71 | \$629.50 | \$190,594.00 | Butte |
| Charles Clements | 3180 Sand Ridge Rd Placerville CA 95667 | 046-361-030-000 | RED95891N-160127 | 160512-BE-CA-RA-R-03-15C | \$4,117.84 | \$0.00 | X | X | \$4,117.84 | \$411.78 | \$123.54 | \$4,653.16 | \$195,502.00 | El Dorado |
| William Landrum, Kristi Tyler, Annalissa Landrum | 1131 El Campo Rd Lotos CA 95651 | 105-090-004-000 | CA017104904 | 171020-CA-RA-HPR-R-10C | \$12,406.06 | \$6,203.03 | X | X | \$6,203.03 | \$620.30 | \$186.09 | \$7,009.42 | \$51,325.00 | El Dorado |
| Donecia Wright, Eola Melancon, Genelle Greene | 28 E Stanislaus St Fresno CA 93706 | 465-214-03 | RFC95120N-140522 | 150406-BE-R-02-10 | \$1,272.54 | \$636.27 | X | X | \$636.27 | \$63.63 | \$19.09 | \$719.89 | \$129,939.00 | Fresno |
| Michael Ward | 321 W Lorena Fresno CA 93706 | 477-131-15 | RFC94244C-140703 | 150406-BE-R-02-10 | \$1,112.84 | \$0.00 | X | X | \$1,112.84 | \$111.28 | \$33.39 | \$1,257.51 | \$28,453.00 | Fresno |
| James Ortega | 1827 S Sierra Vista Ave Fresno CA 93702 | 471-244-07 | RFC92213N-141112 | 150406-BE-R-04-20 | \$1,630.38 | \$0.00 | X | X | \$1,630.38 | \$163.04 | \$48.91 | \$1,842.33 | \$50,227.00 | Fresno |
| Karen Connelly | 5127 N Teilmann Ave Fresno CA 93711 | 417-180-24 | RFC87062N-150701 | 151022-BE-WR-R-03-10C | \$2,318.26 | \$0.00 | X | X | \$2,318.26 | \$231.83 | \$69.55 | \$2,619.64 | \$25,250.00 | Fresno |
| Laurie Melton | 1489 W Olson Ave Reedley CA 93654 | 365-203-04 | RFC90221N-150325 | 151022-BE-WR-R-07-20C | \$2,190.08 | \$0.00 | X | X | \$2,190.08 | \$219.01 | \$65.70 | \$2,474.79 | \$163,705.00 | Fresno |
| Ronald Loman, Suzanne Loman | 4690 W Ashlan Ave Fresno CA 93722 | 510-394-305 | RFC83201N-151017 | 160114-BE-WR-R-04-20C | \$1,739.34 | \$869.67 | X | X | \$869.67 | \$86.97 | \$26.09 | \$982.73 | \$99,415.00 | Fresno |
| Jerardo Gonzalez, Wendy Gonzalez | 224 Harrison St Coalinga CA 93210 | 071-144-025 | RFC81419N-151220 | 160512-BE-CA-RA-R-04-20C | \$1,509.01 | \$0.00 | X | X | \$1,509.01 | \$150.90 | \$45.27 | \$1,705.18 | \$17,480.00 | Fresno |
| Mary Mehia | 276 W Locust Ave Pinedale CA 93650 | 303-121-23 | RFC83822N-150926 | 160512-BE-CA-RA-R-04-20C | \$1,254.78 | \$0.00 | X | X | \$1,254.78 | \$125.48 | \$37.64 | \$1,417.90 | \$65,045.00 | Fresno |
| Agnes DI Girolamo | 1107 Menlo Ave Fresno CA 93710 | 408-183-08 | RFC79946N-160217 | 160512-BE-CA-RA-R-04-20C | \$3,718.32 | \$1,859.16 | X | X | \$1,859.16 | \$185.92 | \$55.77 | \$2,100.85 | \$147,763.00 | Fresno |
| Bee Vue, Cheenewang, Ka Vang | 5832 Washington Ave Fresno CA 93727 | 313-463-02 | RFC78977N-160314 | 160527-CA-RA-R-15C | \$1,381.18 | \$0.00 | X | X | \$1,381.18 | \$138.12 | \$41.44 | \$1,560.74 | \$171,078.00 | Fresno |
| Deana Holley | 30448 E Trimmer Springs Rd Sanger CA 93657 | 153-270-01 | CA019109398 | 160603-CA-RA2-R-20C | \$2,133.74 | \$0.00 | X | X | \$2,133.74 | \$213.37 | \$64.01 | \$2,411.12 | \$14,076.00 | Fresno |
| Harry Silva | 1934 W Pontiac Way Fresno CA 93705 | 433-151-34 | CA019110073 | 160708-CA-RA-R-15C | \$1,757.56 | \$0.00 | X | X | \$1,757.56 | \$175.76 | \$52.73 | \$1,986.05 | \$128,167.00 | Fresno |
| Michael Guillen, Rebecca Guillen | 1120 Cyriler Ave Reedley CA 93654 | 365-113-20 | CA019110141 | 160805-CA-RA2-R-05C | \$2,480.22 | \$1,240.11 | X | X | \$1,240.11 | \$124.01 | \$37.20 | \$1,401.32 | \$152,622.00 | Fresno |
| Deana Holley | 30448 E Trimmer Springs Rd Sanger CA 93657 | 153-270-01 | CA019110413 | 160819-CA-RA-R-10C | \$1,269.58 | \$0.00 | X | X | \$1,269.58 | \$126.96 | \$38.09 | \$1,434.63 | \$141,560.00 | Fresno |
| John Heathcote, Tracy Heathcote | 335 E Aspen Dr Reedley CA 93654 | 363-413-04 | CA019110631 | 160902-CA-RA-R-15C | \$2,541.54 | \$1,270.77 | X | X | \$1,270.77 | \$127.08 | \$38.12 | \$1,435.97 | \$214,548.00 | Fresno |
| Jerardo Gonzalez, Wendy Gonzalez | 224 Harrison St Coalinga CA 93210 | 071-144-025 | CA019110478 | 160909-CA-RA-R-20C | \$1,037.09 | \$0.00 | X | X | \$1,037.09 | \$103.71 | \$31.11 | \$1,171.91 | \$178,880.00 | Fresno |
| Gerald Curnyn | 5098 E Ashlan AVE Fresno CA 93727 | 493-030-235 | CA019110734 | 160909-CA-RA-R-20C | \$724.60 | \$362.30 | X | X | \$362.30 | \$36.23 | \$10.97 | \$409.40 | \$66,725.00 | Fresno |
| Beverly Henry | 2835 Gettysburg Ave Fresno CA 93726 | 427-194-11 | CA019111106 | 160930-CA-RA-R-15C | \$1,819.86 | \$0.00 | X | X | \$1,819.86 | \$181.99 | \$54.60 | \$2,056.45 | \$65,904.00 | Fresno |
| Jacinto Dela Cruz, Mary Dela Cruz | 7150 N Everest Ave Fresno CA 93722 | 504-123-055 | CA019109688 | 161007-CA-RA2-R-20C | \$1,901.66 | \$0.00 | X | X | \$1,901.66 | \$190.17 | \$57.05 | \$2,148.88 | \$90,270.00 | Fresno |
| Jessie Martin, Rosie Martin | 2526 Poppy Ave Fresno CA 93706 | 479-171-08 | CA019110658 | 161216-CA-RA-R-20C | \$1,604.14 | \$0.00 | X | X | \$1,604.14 | \$160.41 | \$48.12 | \$1,812.67 | \$58,579.00 | Fresno |
| Carol Cederquist, Kenneth Cederquist | 2307 Menlo Ave Clovis CA 93611 | 550-073-23 | CA019112896 | 170113-CA-RA2-R-15C | \$2,797.08 | \$0.00 | X | X | \$2,797.08 | \$279.71 | \$83.91 | \$3,160.70 | \$234,936.00 | Fresno |
| Ger Yang, Seethong Yang | 358 E Kaviland Ave Fresno CA 93706 | 479-191-17 | CA019113252 | 170217-CA-RA-R-15C | \$3,105.68 | \$1,552.84 | X | X | \$1,552.84 | \$155.28 | \$46.59 | \$1,754.71 | \$183,600.00 | Fresno |
| Sherry Larsen | 2511 E Birch Ave Clovis CA 93611 | 404-090-12 | CA019112953 | 170224-CA-RA-R-15C | \$1,914.88 | \$957.44 | X | X | \$957.44 | \$95.74 | \$28.72 | \$1,081.90 | \$64,269.00 | Fresno |
| Becky Hinson, James Hinson | 4520 W Terrace Ave Fresno CA 93722 | 312-501-14 | CA019113488 | 170317-CA-RA3-R-15C | \$2,225.20 | \$0.00 | X | X | \$2,225.20 | \$222.52 | \$66.76 | \$2,514.48 | \$149,930.00 | Fresno |
| Eneledia Valencia | 29585 W Hidalgo AVE Cantua Creek CA 93608 | 038-343-085 | CA019113628 | 170331-CA-RA3-R-15C | \$1,221.36 | \$610.68 | X | X | \$610.68 | \$61.07 | \$18.32 | \$690.07 | \$74,525.00 | Fresno |
| George Huerta | 20946 S Del Rio St Laton CA 93242 | 057-182-09 | CA019113656 | 170421-CA-RA-HPR-R-15C | \$820.68 | \$410.34 | X | X | \$410.34 | \$41.03 | \$12.31 | \$463.68 | \$53,795.00 | Fresno |
| Luis Torres, Maria Torres | 709 E Washington Ave Reedley CA 93654 | 370-203-01 | CA019112989 | 170519-CA-RA3-HPR-R-15C | \$2,128.12 | \$0.00 | X | X | \$2,128.12 | \$212.81 | \$63.84 | \$2,404.77 | \$65,907.00 | Fresno |
| Rosaura Garcia | 13510 9th St Parlier CA 93648 | 355-381-05 | CA019113289 | 170519-CA-RA3-HPR-R-20C | \$2,567.82 | \$1,283.91 | X | X | \$1,283.91 | \$128.39 | \$38.52 | \$1,450.82 | \$182,273.00 | Fresno |
| David Hallier | 4279 W Providence Ave Fresno CA 93722 | 312-542-04 | CA019113736 | 170519-CA-RA3-HPR-R-25C | \$1,572.16 | \$0.00 | X | X | \$1,572.16 | \$157.22 | \$47.16 | \$1,776.54 | \$160,149.00 | Fresno |
| Jose Zepeda, Ana Zepeda | 3241 E Lowe Ave Fresno CA 93702 | 470-106-12 | CA019115248 | 170629-CA-RA3-HPRCA4-R-15C | \$1,052.50 | \$0.00 | X | X | \$1,052.50 | \$105.25 | \$31.58 | \$1,189.33 | \$77,729.00 | Fresno |
| Jared Turney, Julie Turney | 2425 Thompson Ave Selma CA 93662 | 388-064-08 | CA019115341 | 170714-CA-RA3-HPRCA2-R-20C | \$2,705.80 | \$0.00 | X | X | \$2,705.80 | \$270.58 | \$81.17 | \$3,057.55 | \$141,641.00 | Fresno |
| Yia Yang | 47 Birch Ave Clovis CA 93611 | 562-161-07 | CA019114428 | 170804-CA-RA-HPRCA4-R-15C | \$2,942.28 | \$1,471.14 | X | X | \$1,471.14 | \$147.11 | \$44.13 | \$1,662.38 | \$485,245.00 | Fresno |
| Martin Moreno | 1211 E San Jose Ave Fresno CA 93710 | 418-263-04 | CA019114447 | 170804-CA-RA-HPR-R-25C | \$2,592.24 | \$0.00 | X | X | \$2,592.24 | \$259.22 | \$77.77 | \$2,929.23 | \$195,210.00 | Fresno |
| Robert Benavidez, Kiyoko Benavidez | 268 S Roughter St Fresno CA 93727 | 643-272-17 | CA019115437 | 170908-CA-RA-HPR-R-10C | \$1,302.38 | \$651.19 | X | X | \$651.19 | \$65.12 | \$19.54 | \$735.85 | \$111,237.00 | Fresno |
| Samuel Federico, Linda Federico | 10618 N Maple Ave Fresno CA 93730 | 578-010-06 | CA019115511 | 170908-CA-RA-HPR-R-15C | \$2,824.31 | \$0.00 | X | X | \$2,824.31 | \$282.43 | \$84.73 | \$3,191.47 | \$152,651.00 | Fresno |
| Maria Cuevas | 1917 Cooper St Selma CA 93662 | 358-562-38 | CA019115365 | 171006-CA-RA-HPR-R-15C | \$2,911.42 | \$1,455.71 | X | X | \$1,455.71 | \$145.57 | \$43.67 | \$1,644.95 | \$154,178.00 | Fresno |
| Samuel Federico, Linda Federico | 10618 N Maple Ave Fresno CA 93730 | 578-010-06 | CA019114523 | 171027-CA-RA-HPR-R-10C | \$3,008.01 | \$0.00 | X | X | \$3,008.01 | \$300.80 | \$90.24 | \$3,399.05 | \$152,651.00 | Fresno |
| Benjamin Aguilar, Marilise Aguilar | 4215 Barcus Ave Fresno CA 93722 | 510-302-24 | CA019116642 | 171117-CA-RA-HPR-R-20C | \$3,159.00 | \$1,579.50 | X | X | \$1,579.50 | \$157.95 | \$47.39 | \$1,784.84 | \$121,324.00 | Fresno |
| Samuel Federico, Linda Federico | 10618 N Maple Ave Fresno CA 93730 | 578-010-06 | CA019116832 | 180112-CA-RA-HPR-R-25C | \$3,941.12 | \$0.00 | X | X | \$3,941.12 | \$394.11 | \$118.23 | \$4,453.46 | \$152,651.00 | Fresno |
| Patrick McDonough | 2305 E Brown Ave Fresno CA 93703 | 445-192-19 | CA019117096 | 180126-CA-RA3-HPR-R-25CDE | \$2,201.14 | \$0.00 | X | X | \$2,201.14 | \$220.11 | \$66.03 | \$2,487.28 | \$109,361.00 | Fresno |
| Linda Christner | 959 Harvard Ave Clovis CA 93612 | 497-103-04 | CA019116594 | 180406-CA-RA-HPR-R-25CDE | \$2,470.18 | \$0.00 | X | X | \$2,470.18 | \$247.02 | \$74.11 | \$2,791.31 | \$80,488.00 | |

| Owner Name | Situs Address | Tax Parcel Number | Participant ID | Bond Series | Levy Amount | Paid Amount | Delinquent Installment | | Delinquent Amount | Penalty [3] | Interest [4] | Total Delinquent | Total Assessed Value | County |
|--|--|-------------------|-------------------|---------------------------|-------------|-------------|------------------------|-----|-------------------|-------------|--------------|------------------|----------------------|-------------|
| | | | | | | | 1st | 2nd | | | | | | |
| Marilyn Dukette | 413 Cale Ct Bakersfield CA 93308 | 118-193-01-00-8 | CA029106360 | 170120-CA-RA-R-20C | \$2,643.72 | \$0.00 | X | X | \$2,643.72 | \$264.37 | \$79.31 | \$2,987.40 | \$136,863.00 | Kern |
| Jack Weimer, Peggy Weimer | 5305 Cameron Ct Bakersfield CA 93309 | 355-071-02-00-1 | CA029107712 | 170519-CA-RA3-HPR-R-15C | \$2,705.50 | \$1,352.75 | X | X | \$1,352.75 | \$135.28 | \$40.58 | \$1,528.61 | \$81,613.00 | Kern |
| Lisa Walston | 25414 Barbara St Arvin CA 93203 | 189-111-27-00-4 | CA029108088 | 170811-CA-RA-HPRCA2-R-15C | \$1,675.06 | \$837.53 | X | X | \$837.53 | \$83.75 | \$25.13 | \$946.41 | \$27,338.00 | Kern |
| Donna Van Dyk | 2800 Everest WAY Pine Mountain Club CA 93222 | 256-461-01-00-9 | CA029108433 | 170825-CA-RA-HPR-R-15C | \$3,723.34 | \$1,861.67 | X | X | \$1,861.67 | \$186.17 | \$55.85 | \$2,103.69 | \$207,790.00 | Kern |
| Jose Arias | 2917 Kentucky St Bakersfield CA 93306 | 137-170-04-00-9 | CA029108759 | 171027-CA-RA-HPR-R-25C | \$2,370.98 | \$1,185.49 | X | X | \$1,185.49 | \$118.55 | \$35.56 | \$1,339.60 | \$78,109.00 | Kern |
| Humberto Villarreal, Maria Villarreal | 632 Langford Ave Arvin CA 93203 | 192-221-18-00-4 | CA029108983 | 180209-CA-RA-HPR-R-15CD | \$2,060.36 | \$0.00 | X | X | \$2,060.36 | \$206.04 | \$61.81 | \$2,328.21 | \$69,167.00 | Kern |
| Manuel Garcia, Graciela Garcia | 1474 23RD AVE Delano CA 93215 | 034-062-01-00-2 | CA029109282 | 190222-CA-RA-HPR-R-25EF | \$1,759.30 | \$879.65 | X | X | \$879.65 | \$87.97 | \$26.39 | \$994.01 | \$67,444.00 | Kern |
| Angelita Martinez, Jesse Martinez | 625 Hill St Lemoore CA 93245 | 020-012-008-000 | CA031108968 | 160603-CA-RA2-R-15C | \$2,038.86 | \$1,019.43 | X | X | \$1,019.43 | \$101.94 | \$30.58 | \$1,151.95 | \$67,949.00 | Kings |
| Pamela Oliveira | 15900 18th Ave Lemoore CA 93245 | 024-110-034-000 | CA031109040 | 160722-CA-RA-R-15C | \$1,455.70 | \$727.85 | X | X | \$727.85 | \$72.79 | \$21.84 | \$822.48 | \$96,278.00 | Kings |
| Pamela Oliveira | 15900 18th Ave Lemoore CA 93245 | 024-110-034-000 | CA031109048 | 160902-CA-RA-R-20C | \$653.70 | \$326.85 | X | X | \$326.85 | \$32.69 | \$9.81 | \$369.35 | \$96,278.00 | Kings |
| Manuel Lopez | 2535 Plum Ln Hanford CA 93230 | 007-340-020-000 | CA031109776 | 170915-CA-RA-HPR-R-15C | \$4,755.36 | \$0.00 | X | X | \$4,755.36 | \$475.54 | \$142.66 | \$5,373.56 | \$190,746.00 | Kings |
| Patsy Vanhorn | 1615 Hale AVE Corcoran CA 93212 | 032-171-016-000 | CA031109985 | 180323-CA-RA-HPR-R-25CDE | \$1,669.92 | \$0.00 | X | X | \$1,669.92 | \$166.99 | \$50.10 | \$1,887.01 | \$41,909.00 | Kings |
| Lynn Turner | 1419 Fitzgerald Ln Hanford CA 93230 | 1010-320-008-000 | CA031109992 | 180608-CA-RA-HPR-R-25CDE | \$1,317.18 | \$658.59 | X | X | \$658.59 | \$65.86 | \$19.76 | \$744.21 | \$83,213.00 | Kings |
| Stella Aceves | 2120 N DOITY ST HANFORD CA 93230 | 008-150-008-000 | CA031110102 | 190111-CA-RA-HPR-R-15EF | \$1,235.92 | \$0.00 | X | X | \$1,235.92 | \$123.59 | \$37.08 | \$1,396.59 | \$322,712.00 | Kings |
| Ramon Gloria | 2556 SHERMAN AVE CORCORAN CA 93212 | 034-143-059-000 | CA031110292 | 200424-CA-RA-HPR-R-20F | \$1,060.26 | \$0.00 | X | X | \$1,060.26 | \$106.03 | \$31.81 | \$1,198.10 | \$36,438.00 | Kings |
| Erica England | 37922 Janus Dr Palmdale CA 93550 | 3020-032-014 | RLA94700N-140606 | 140711-CA-PB-R-15B | \$3,381.14 | \$1,690.57 | X | X | \$1,690.57 | \$169.06 | \$50.72 | \$1,910.35 | \$162,628.00 | Los Angeles |
| Jorge Jarrin, Margarita Jarrin | 450 N Gerona Ave San Gabriel CA 91775 | 5566-020-011 | RLA88289N-140918 | 150406-BE-R-02-10 | \$4,343.70 | \$0.00 | X | X | \$4,343.70 | \$434.37 | \$130.31 | \$4,908.38 | \$488,788.00 | Los Angeles |
| Jessica Tran | 3408 Frazier St Baldwin Park CA 91706 | 831-017-044 | RLA84737C-141121 | 150406-BE-R-02-10 | \$2,695.89 | \$1,347.95 | X | X | \$1,347.94 | \$134.79 | \$40.44 | \$1,523.17 | \$407,021.00 | Los Angeles |
| Karen Chambers | 16005 Haldale St Gardena CA 90247 | 6105-016-002 | RLA90854C-140806 | 150406-BE-R-03-15 | \$3,535.00 | \$0.00 | X | X | \$3,535.00 | \$353.50 | \$106.05 | \$3,994.55 | \$481,200.00 | Los Angeles |
| Angel Torres, Gloria Torres | 869 Lincoln Ave Pomona CA 91767 | 8319-007-011 | RLA88070C-140922 | 150406-BE-R-04-20 | \$1,862.18 | \$931.09 | X | X | \$931.09 | \$93.11 | \$27.93 | \$1,052.13 | \$66,776.00 | Los Angeles |
| Restituto Ebor | 43905 Elm Ave Lancaster CA 93534 | 3130-013-024 | RLA74567N-150521 | 150713-BE-WR-R-05-15C | \$2,496.80 | \$1,248.40 | X | X | \$1,248.40 | \$124.84 | \$37.45 | \$1,410.69 | \$219,285.00 | Los Angeles |
| Andrew Glover | 746 E Fernleak Ave Pomona CA 91766 | 8333-027-019 | RLA81422CB-150202 | 150713-BE-WR-R-05-15C | \$1,343.20 | \$0.00 | X | X | \$1,343.20 | \$134.32 | \$40.30 | \$1,517.82 | \$191,346.00 | Los Angeles |
| Aaron Ewing | 45534 Sancroft Ave Lancaster CA 93535 | 3176-013-008 | RLA81263N-150205 | 150713-BE-WR-R-08-20B | \$1,956.73 | \$978.37 | X | X | \$978.36 | \$97.84 | \$29.35 | \$1,105.55 | \$99,413.00 | Los Angeles |
| Andrew Glover | 746 E Fernleak Ave Pomona CA 91766 | 8333-027-019 | RLA81422C-150202 | 150713-BE-WR-R-08-20B | \$2,164.52 | \$0.00 | X | X | \$2,164.52 | \$216.45 | \$64.94 | \$2,445.91 | \$191,346.00 | Los Angeles |
| Nicole Davis-Johnson | 1340 W Orange Grove Ave Pomona CA 91768 | 8357-002-100 | RLA80942C-150210 | 150713-BE-WR-R-08-20B | \$4,056.75 | \$0.00 | X | X | \$4,056.75 | \$405.68 | \$121.70 | \$4,584.13 | \$220,471.00 | Los Angeles |
| Jennifer Heger, Joel Heger | 2024 Monterey Rd South Pasadena CA 91030 | 5318-008-041 | RLA77885C-150331 | 151022-BE-WR-R-07-20C | \$2,054.44 | \$1,027.22 | X | X | \$1,027.22 | \$102.72 | \$30.82 | \$1,160.76 | \$1,077,048.00 | Los Angeles |
| Josephine Cantlin | 15370 Carfax Ave Bellflower CA 90706 | 6275-025-012 | RLA77627N-150403 | 151022-BE-WR-R-07-20C | \$6,612.48 | \$3,306.24 | X | X | \$3,306.24 | \$330.62 | \$99.19 | \$3,736.05 | \$145,278.00 | Los Angeles |
| Melinda Sawyer | 1637 WATERS AVE POMONA CA 91766 | 8343-021-023 | CA037166055 | 211007-CA-PPP-R-25 | \$3,071.51 | \$0.00 | X | X | \$3,071.51 | \$307.15 | \$92.15 | \$3,470.81 | \$145,278.00 | Los Angeles |
| Francisca Reyes | 1627 Jaden Ct Madera CA 93638 | 005-280-014-000 | CA039108212 | 171201-CA-RA-HPR-R-15C | \$2,167.12 | \$0.00 | X | X | \$2,167.12 | \$216.71 | \$65.01 | \$2,448.84 | \$194,064.00 | Madera |
| Kulbir Bajwa | 3844 Hatch Rd Merced CA 95340 | 060-670-002-000 | RMR93389N-160301 | 160729-CA-RA-R-05C | \$16,434.06 | \$0.00 | X | X | \$16,434.06 | \$1,643.41 | \$493.02 | \$18,570.49 | \$495,419.00 | Merced |
| Julio Rojas-Reyes | 627 Q St Merced CA 95341 | 032-183-036-000 | CA047109097 | 161021-CA-RA-R-10C | \$1,738.02 | \$869.01 | X | X | \$869.01 | \$86.90 | \$26.07 | \$981.98 | \$47,136.00 | Merced |
| Pamela Bunthoff | 1357 Lucerne AVE Dos Palos CA 93620 | 012-154-008-000 | CA047109352 | 170602-CA-RA3-HPR-R-10C | \$1,806.92 | \$903.46 | X | X | \$903.46 | \$90.35 | \$27.10 | \$1,020.91 | \$113,116.00 | Merced |
| Dorothy Reynolds, Walter Reynolds | 704 Northwood Dr Merced CA 95348 | 007-272-019-000 | CA047109498 | 170707-CA-RA3-HPR-R-20C | \$2,411.28 | \$0.00 | X | X | \$2,411.28 | \$241.13 | \$72.34 | \$2,724.75 | \$86,774.00 | Merced |
| Mindy Stevens, Curtis Stevens | 23658 W Fourth AVE Stevinson CA 95374 | 055-290-006-000 | CA047109897 | 170818-CA-RA-HPR-R-10C | \$1,172.54 | \$586.27 | X | X | \$586.27 | \$58.63 | \$17.59 | \$662.49 | \$76,882.00 | Merced |
| Olga Garcia | 1327 Prusso St Livingston CA 95334 | 024-262-010-000 | CA047109773 | 170908-CA-RA-HPR-R-20C | \$2,681.62 | \$0.00 | X | X | \$2,681.62 | \$268.16 | \$80.45 | \$3,030.23 | \$129,953.00 | Merced |
| Mindy Stevens, Curtis Stevens | 23658 W Fourth AVE Stevinson CA 95374 | 055-290-006-000 | CA047109978 | 170929-CA-RA-HPR-R-25C | \$3,559.64 | \$1,779.82 | X | X | \$1,779.82 | \$177.98 | \$53.39 | \$2,011.19 | \$76,882.00 | Merced |
| Sohan Mehton | 1611 GRAPEVINE DR Livingston CA 95334 | 024-370-048-000 | CA047110786 | 190215-CA-RA-HPR-R-25EF | \$2,293.64 | \$1,146.82 | X | X | \$1,146.82 | \$114.68 | \$34.40 | \$1,295.90 | \$127,405.00 | Merced |
| Warren Patrick Shelly | 1717 OLIVER ST DOS PALOS CA 93620 | 012-310-034-000 | CA047110893 | 190809-CA-RA-HPR-R-20F | \$2,301.50 | \$0.00 | X | X | \$2,301.50 | \$230.15 | \$69.05 | \$2,600.70 | \$43,545.00 | Merced |
| Armando De Loa | 2316 LOBO AVE MERCED CA 95348 | 057-263-005-000 | CA047111113 | 201009-CA-RA-HPR-R-05GF | \$4,815.20 | \$2,407.60 | X | X | \$2,407.60 | \$240.76 | \$72.23 | \$2,720.59 | \$152,887.00 | Merced |
| William Klauer | 4 White Fir Ct Napa CA 94558 | 035-501-001-000 | RNC95591N-150105 | 150406-BE-R-02-10 | \$3,784.76 | \$1,892.38 | X | X | \$1,892.38 | \$189.24 | \$56.77 | \$2,139.39 | \$57,292.00 | Napa |
| Edgardo Mayora, Xiomara Mayora | 3231 Browns Valley Rd Napa CA 94558 | 050-400-002-000 | CA055104549 | 170908-CA-RA-HPR-R-25C | \$4,431.50 | \$0.00 | X | X | \$4,431.50 | \$443.15 | \$132.95 | \$5,007.60 | \$1,061,863.00 | Napa |
| Loc Mai | 8861 Hazard Garden Grove CA 92844 | 097-322-444 | ROC87179N-141110 | 150406-BE-R-02-10 | \$5,173.73 | \$0.00 | X | X | \$5,173.73 | \$517.37 | \$155.21 | \$5,846.31 | \$407,638.00 | Orange |
| Banji Adereti, Funmi Adereti | 866 N Hall Ln Placentia CA 92870 | 341-452-025 | ROC85592C-141227 | 150406-BE-R-03-15 | \$2,457.55 | \$1,228.78 | X | X | \$1,228.77 | \$122.88 | \$36.86 | \$1,388.51 | \$439,637.00 | Orange |
| Karyn Cummings | 519 N Century Dr Anaheim CA 92805 | 073-453-466 | ROC85907N-141217 | 150406-BE-R-04-20 | \$3,042.85 | \$1,521.43 | X | X | \$1,521.42 | \$152.14 | \$45.64 | \$1,719.20 | \$70,224.00 | Orange |
| Andrea Waggaman, Rodolph Waggaman | 25482 La Mirada St Laguna Hills CA 92653 | 025-033-133 | ROC84785C-150120 | 150713-BE-WR-R-04-10B | \$1,644.38 | \$822.19 | X | X | \$822.19 | \$82.22 | \$24.67 | \$929.08 | \$394,617.00 | Orange |
| Jesse Carrasco, Marina Carrasco, Shea Carrasco | 538 Magnolia Ave Brea CA 92821 | 284-334-007 | ROC81158A-150414 | 150713-BE-WR-R-05-15C | \$5,099.36 | \$2,549.68 | X | X | \$2,549.68 | \$254.97 | \$76.49 | \$2,881.14 | \$574,330.00 | Orange |
| Anthony Gallegos, Toni Gallegos | 7705 E Bridgewood Dr Anaheim CA 92808 | 354-421-03 | ROC82118A-150325 | 151022-BE-WR-R-05-15C | \$7,141.50 | \$0.00 | X | X | \$7,141.50 | \$714.15 | \$214.25 | \$8,069.90 | \$912,725.00 | Orange |
| Esther Maraga, Javier Maraga | 150 Gwynnwood Ave La Habra CA 90631 | 019-384-004 | ROC81575N-150403 | 151022-BE-WR-R-07-20C | \$6,718.51 | \$3,359.26 | X | X | \$3,359.25 | \$335.93 | \$100.78 | \$3,795.96 | \$338,055.00 | Orange |
| Jaime Devera | 6153 Nauru St Cypress CA 90630 | 224-075-08 | ROC74018N-150914 | 160114-BE-WR-R-04-20C | \$2,864.13 | \$1,432.07 | X | X | \$1,432.06 | \$143.21 | \$42.96 | \$1,618.23 | \$84,867.00 | Orange |
| George Thornton | 1716 W 10th St Santa Ana CA 92703 | 405-141-71 | ROC76247N-150801 | 160114-BE-WR-R-04-20C | \$1,466.50 | \$0.00 | X | X | \$1,466.50 | \$146.65 | \$44.00 | \$1,657.15 | \$67,157.00 | Orange |
| Peta Fasulo, Robert Fasulo | 2285 Tustin Ave Newport Beach CA 92660 | 426-091-53 | ROC71813N-151022 | 160114-BE-WR-R-07-15C | \$2,241.93 | \$0.00 | X | X | \$2,241.93 | \$224.19 | \$67.26 | \$2,533.38 | \$1,578,138.00 | Orange |
| Michelle Cheverton-Lett, Tim Lett | 800 Hartford Ln La Habra CA 90631 | 292-513-16 | ROC67598N-160202 | 160512-BE-CA-RA2-R-06-10C | \$1,950.69 | \$0.00 | X | X | \$1,950.69 | \$195.07 | \$58.52 | \$2,204.28 | \$230,273.00 | Orange |
| Michele Smith | 5188 Piccadilly Cir Westminster CA 92683 | 195-412-32 | ROC71102N-151106 | 160512-BE-CA-RA2-R-08-20C | \$728.25 | \$0.00 | X | X | \$728.25 | \$72.83 | \$21.85 | \$822.93 | \$103,352.00 | Orange |
| Norma Mendoza | 6612 Burnham Ave Buena Park CA 90621 | 276-264-007 | ROC66302N-160228 | 160512-BE-CA-RA2-R-08-20C | \$2,611.36 | \$1,305.68 | X | X | \$1,305.68 | \$130.57 | \$39.17 | \$1,475.42 | \$229,788.00 | Orange |
| Loc Mai | 8861 Hazard Garden Grove CA 92844 | 097-322-444 | CA059104921 | 160701-CA-RA-R-05C | \$5,542.30 | \$0.00 | X | X | \$5,542.30 | \$554.23 | \$166.27 | \$6,262.80 | \$407,638.00 | Orange |
| John Brown, Kaitlin Brown | 224 S Gain Ave Anaheim CA 92804 | 127-022-21 | CA059105175 | 160708-CA-RA-R-10C | \$3,974.70 | \$0.00 | X | X | \$3,974.70 | \$397.47 | \$119.24 | \$4,491.41 | \$315,013.00 | Orange |
| Ronald Wright | 306 N Lindsay St Anaheim CA 92801 | 107-453-43 | CA059104356 | 160805-CA-RA2-R-15C | \$2,286.01 | \$0.00 | X | X | \$2,286.01 | \$228.60 | \$68.58 | \$2,583.19 | \$108,277.00 | Orange |
| Jaime Devera | 6153 Nauru St Cypress CA 90630 | 224-075-08 | CA059106147 | 160812-CA-RA-R-15C | \$1,640.25 | \$820.13 | X | X | \$820.12 | \$82.01 | \$24.60 | \$926.73 | \$84,867.00 | Orange |
| Marian Criss | 15770 Primrose Ln Westminster CA 92683 | 143-094-09 | CA059106503 | 160923-CA-RA-R-20C | \$1,610.97 | \$805.49 | X | X | \$805.48 | \$80.55 | \$24.16 | \$910.19 | \$93,943.00 | Orange |
| Louise Poitras | 13802 Mills RD Garden Grove CA 92843 | 099-352-10 | CA059106778 | 161028-CA-RA2-R-25C | \$3,655.03 | \$0.00 | X | X | \$3,655.03 | \$365.50 | \$109.65 | \$4,130.18 | \$65,531.00 | Orange |
| Michael Schnell, Sandra Schnell | 6106 E Garnet Cir Anaheim CA 92807 | 085-704-17 | CA059107169 | 161118-CA-RA2-R-05C | \$2,234.38 | \$0.00 | X | X | \$2,234.38 | \$223.44 | \$67.03 | \$2,524.85 | \$324,931.00 | Orange |
| Margaret Henry | 13401 Lilly ST Garden Grove CA 92843 | 101-302-03 | CA059108061 | 170113-CA-RA2-R-05C | \$5,158.05 | \$0.00 | X | X | \$5,158.05 | \$515.81 | \$154.74 | \$5,828.60 | \$77,238.00 | Orange |
| James Nishioka | 14572 Raintree Ln Tustin CA 92780 | 432-453-03 | CA059107561 | 170127-CA-RA-R-10C | \$915.87 | \$457.94 | X | X | \$457.93 | \$45.79 | \$13.7 | | | |

| Owner Name | Situs Address | Tax Parcel Number | Participant ID | Bond Series | Levy Amount | Paid Amount | Delinquent Installment | | Delinquent Amount | Penalty [3] | Interest [4] | Total Delinquent | Total Assessed Value | County |
|--|---|-------------------|-------------------|---------------------------|-------------|-------------|------------------------|-----|-------------------|-------------|--------------|------------------|----------------------|-----------|
| | | | | | | | 1st | 2nd | | | | | | |
| Betty Lusignan, J Lusignan | 25037 Billie Dr Moreno Valley CA 92553 | 484-231-011 | RWR39695N-140417 | 140509-CA-PB-R-20B | \$950.56 | \$0.00 | X | X | \$950.56 | \$95.06 | \$28.52 | \$1,074.14 | \$202,799.00 | Riverside |
| Betty Lusignan, J Lusignan | 25037 Billie Dr Moreno Valley CA 92553 | 484-231-011 | RWR39695NB-140417 | 140516-CA-PB-R-20B | \$914.04 | \$0.00 | X | X | \$914.04 | \$91.40 | \$27.42 | \$1,032.86 | \$202,799.00 | Riverside |
| Frances McQuinn, Michael McQuinn | 22759 Inspiration Canyon Lake CA 92587 | 353-113-010 | RWR37022P-140512 | 140606-CA-PB-R-15B | \$1,478.46 | \$0.00 | X | X | \$1,478.46 | \$147.85 | \$44.35 | \$1,670.66 | \$365,863.00 | Riverside |
| Carolyn Posey, Harold Posey | 28950 Bay Ave Moreno Valley CA 92555 | 478-210-062 | RWR33107N-140615 | 140703-CA-PB-R-15B | \$1,412.24 | \$706.12 | X | X | \$706.12 | \$70.61 | \$21.18 | \$1,563.00 | \$191,563.00 | Riverside |
| John Wilkins, Katrina Wilkins | 39580 Garin DR Murrieta CA 92562 | 948-053-005 | RWR28226N-140726 | 150406-BE-R-02-10 | \$2,165.46 | \$1,082.73 | X | X | \$1,082.73 | \$108.27 | \$32.48 | \$1,223.48 | \$198,890.00 | Riverside |
| Elizabeth Kraemer | 620 Parkview Dr Lake Elsinore CA 92530 | 379-342-088 | RWR25094C-140818 | 150406-BE-R-03-15 | \$1,449.08 | \$0.00 | X | X | \$1,449.08 | \$144.91 | \$43.47 | \$1,637.46 | \$133,897.00 | Riverside |
| Martha Cervantes, Terry Cervantes | 932 E Francis St Corona CA 92879 | 111-183-007 | RWR11033N-150113 | 150406-BE-R-04-20 | \$2,009.44 | \$1,004.72 | X | X | \$1,004.72 | \$100.47 | \$30.14 | \$1,135.33 | \$36,771.00 | Riverside |
| Grace Geaga | 13421 Shady Knoll Dr Eastvale CA 92880 | 164-291-012 | RWR39923N-140616 | 150406-BE-R-04-20 | \$3,976.58 | \$0.00 | X | X | \$3,976.58 | \$397.66 | \$119.30 | \$4,493.54 | \$495,996.00 | Riverside |
| Heath Atkins, Heather Atkins | 6386 Thunder Bay Null Riverside CA 92509 | 185-401-035 | RWR11036N-150113 | 150406-BE-R-04-20 | \$1,334.64 | \$0.00 | X | X | \$1,334.64 | \$133.46 | \$40.04 | \$1,508.14 | \$212,849.00 | Riverside |
| Charlene Delafield, Paula Reynolds | 1233 Muirfield Rd Riverside CA 92506 | 241-291-004 | RWR25427N-140815 | 150406-BE-R-04-20 | \$4,059.30 | \$0.00 | X | X | \$4,059.30 | \$405.93 | \$121.78 | \$4,587.01 | \$212,849.00 | Riverside |
| Jose Alvarez | 33508 Orange St Wildomar CA 92595 | 366-260-001 | RWR34070A-140606 | 150406-BE-R-04-20 | \$2,893.39 | \$1,446.70 | X | X | \$1,446.69 | \$144.67 | \$43.40 | \$1,634.76 | \$295,747.00 | Riverside |
| Linda Jahneke, William Jahneke | 21009 Grand Ave Wildomar CA 92595 | 368-150-001 | RWR47426N-140210 | 150406-BE-R-04-20 | \$5,552.08 | \$0.00 | X | X | \$5,552.08 | \$555.21 | \$166.56 | \$6,273.85 | \$447,106.00 | Riverside |
| Charles Murray | 28280 Joun Dunn Ln Murrieta CA 92563 | 384-240-013 | RWR46940P-140214 | 150406-BE-R-04-20 | \$3,053.22 | \$1,526.61 | X | X | \$1,526.61 | \$152.66 | \$45.80 | \$1,725.07 | \$237,724.00 | Riverside |
| Virginia Lictra | 835 Elm Ave Beaumont CA 92223 | 414-220-006 | RE95891C-141119 | 150406-BE-R-04-20 | \$4,338.92 | \$0.00 | X | X | \$4,338.92 | \$433.89 | \$130.17 | \$4,902.98 | \$319,131.00 | Riverside |
| Debbie Lucero, Gabriel Lucero | 15090 Jacquetta Ave Moreno Valley CA 92551 | 486-032-011 | RWR31430N-140630 | 150406-BE-R-04-20 | \$1,959.78 | \$979.89 | X | X | \$979.89 | \$97.99 | \$29.40 | \$1,107.28 | \$433,500.00 | Riverside |
| Debbie Sanchez | 4741 Foxborough Ct Riverside CA 92509 | 167-343-012 | RWR4686N-150324 | 150713-BE-WR-R-05-15C | \$1,633.60 | \$0.00 | X | X | \$1,633.60 | \$163.36 | \$49.01 | \$1,845.97 | \$191,055.00 | Riverside |
| Juana Salgado | 12662 Shadybend Dr Moreno Valley CA 92553 | 292-052-014 | RWR3177N-150409 | 150713-BE-WR-R-05-15C | \$3,253.56 | \$1,626.78 | X | X | \$1,626.78 | \$162.68 | \$48.80 | \$1,838.26 | \$179,040.00 | Riverside |
| Linda Thomas, Troy Thomas | 1450 Bishop Dr Hemet CA 92545 | 464-152-005 | RWR4665N-150324 | 150713-BE-WR-R-05-15C | \$1,971.80 | \$0.00 | X | X | \$1,971.80 | \$197.18 | \$59.15 | \$2,228.13 | \$77,386.00 | Riverside |
| Estrella Cervates | 85403 Valencia Ln Coachella CA 92236 | 778-300-024 | RE95132N-150423 | 150713-BE-WR-R-05-15C | \$745.08 | \$0.00 | X | X | \$745.08 | \$74.51 | \$22.35 | \$841.94 | \$109,288.00 | Riverside |
| Romeo Mata, Socorro Mata | 51911 Calle Torres Orduno Coachella CA 92236 | 668-242-008 | RE94955N-150513 | 150713-BE-WR-R-07-20C | \$1,396.50 | \$0.00 | X | X | \$1,396.50 | \$139.65 | \$41.90 | \$1,578.05 | \$112,402.00 | Riverside |
| Susana Madrigal | 3914 Grant St Corona CA 92879 | 115-273-026 | RWR13805N-141201 | 150713-BE-WR-R-08-20B | \$5,686.16 | \$2,843.08 | X | X | \$2,843.08 | \$284.31 | \$85.29 | \$3,212.68 | \$278,486.00 | Riverside |
| Reuben Stewart | 3631 Mari Dr Lake Elsinore CA 92530 | 379-361-014 | RWR15572N-141109 | 150713-BE-WR-R-08-20B | \$747.98 | \$373.99 | X | X | \$373.99 | \$37.40 | \$11.22 | \$422.61 | \$490,000.00 | Riverside |
| Arturo Viveros | 24652 Huntley Dr Moreno Valley CA 92557 | 475-352-024 | RWR7124N-150224 | 150713-BE-WR-R-08-20B | \$2,427.62 | \$0.00 | X | X | \$2,427.62 | \$242.76 | \$72.83 | \$2,743.21 | \$385,070.00 | Riverside |
| Becky Hoffman | 6131 Dodd St Mira Loma CA 91752 | 161-331-004 | RWR94527C-150529 | 151022-BE-WR-R-07-20C | \$2,846.28 | \$1,423.14 | X | X | \$1,423.14 | \$142.31 | \$42.69 | \$1,608.14 | \$175,936.00 | Riverside |
| Edmundo Valencia | 21575 High St Perris CA 92570 | 318-270-078 | RWR94377N-150531 | 160114-BE-WR-R-03-15C | \$1,277.70 | \$638.85 | X | X | \$638.85 | \$63.89 | \$19.17 | \$721.91 | \$98,970.00 | Riverside |
| Irene Bilous, Mykola Bilous | 65774 5th St Desert Hot Springs CA 92240 | 664-181-033 | RE92960N-150826 | 160114-BE-WR-R-03-15C | \$1,592.72 | \$0.00 | X | X | \$1,592.72 | \$159.27 | \$47.78 | \$1,797.77 | \$103,374.00 | Riverside |
| Elizabeth Laird | 39582 Montebello Way Murrieta CA 92563 | 913-390-025 | RWR6685N-150914 | 160114-BE-WR-R-04-20C | \$6,679.16 | \$0.00 | X | X | \$6,679.16 | \$667.92 | \$200.37 | \$7,547.45 | \$469,200.00 | Riverside |
| Aza Barrera | 41303 Cruz Way Temecula CA 92592 | 927-330-020 | RWR90231A-150728 | 160114-BE-WR-R-04-20C | \$5,474.70 | \$0.00 | X | X | \$5,474.70 | \$547.47 | \$164.24 | \$6,186.41 | \$218,138.00 | Riverside |
| Carolyn Millette | 605 Park Ln Corona CA 92879 | 111-021-006 | RWR85201N-151006 | 160114-BE-WR-R-06-10C | \$2,962.76 | \$1,481.38 | X | X | \$1,481.38 | \$148.14 | \$44.44 | \$1,673.96 | \$278,457.00 | Riverside |
| Victoria Vanwinkle | 11845 Kitching ST Moreno Valley CA 92557 | 474-152-009 | RWR89869N-150803 | 160114-BE-WR-R-08-20C | \$4,385.56 | \$0.00 | X | X | \$4,385.56 | \$438.56 | \$131.57 | \$4,955.69 | \$79,252.00 | Riverside |
| Brian Swanson, Laree Swanson | 263 Galiceno Dr San Jacinto CA 92582 | 436-334-001 | CA065103942 | 160506-CA-RA-R-15C | \$2,025.90 | \$0.00 | X | X | \$2,025.90 | \$202.59 | \$60.78 | \$2,289.27 | \$153,349.00 | Riverside |
| Leonard Shockley | 746 W Cottonwood Rd Banning CA 92220 | 540-091-019 | RWR83797N-151027 | 160512-BE-CA-RA2-R-07-15C | \$1,978.00 | \$0.00 | X | X | \$1,978.00 | \$197.80 | \$59.34 | \$2,235.14 | \$73,838.00 | Riverside |
| Joanna Sipler | 30150 Emerald Ln Hemet CA 92543 | 469-060-030 | RWR77907N-160218 | 160512-BE-CA-RA2-R-08-20C | \$2,259.00 | \$0.00 | X | X | \$2,259.00 | \$225.90 | \$67.77 | \$2,552.67 | \$524,000.00 | Riverside |
| Linda Rodriguez | 25950 Beralia Ave Moreno Valley CA 92553 | 484-072-005 | RWR84163N-151021 | 160512-BE-CA-RA2-R-08-20C | \$2,446.56 | \$0.00 | X | X | \$2,446.56 | \$244.66 | \$73.40 | \$2,764.62 | \$289,921.00 | Riverside |
| Cheryl Blackwell, Michelle Hansen | 45265 Cash Dr Hemet CA 92544 | 548-200-009 | RWR88493N-150820 | 160512-BE-CA-RA2-R-08-20C | \$1,573.64 | \$786.82 | X | X | \$786.82 | \$78.68 | \$23.60 | \$889.10 | \$157,417.00 | Riverside |
| Michelle Leal | 2001 E Camino Parcela I64 Palm Springs CA 92264 | 502-561-064 | RE91028N-151217 | 160512-BE-CA-RA-R-04-20C | \$2,934.34 | \$0.00 | X | X | \$2,934.34 | \$293.43 | \$88.03 | \$3,315.80 | \$234,139.00 | Riverside |
| Sonia Cervantes, Teodoro Cervantes | 26272 Amen St Hemet CA 92544 | 552-420-006 | RWR86129N-150922 | 160512-BE-CA-RA-R-04-20C | \$3,922.40 | \$1,961.20 | X | X | \$1,961.20 | \$196.12 | \$58.84 | \$2,216.16 | \$407,761.00 | Riverside |
| Alannah Loeb-Glover, Marc Fliegel | 23430 Vista Way Canyon Lake CA 92587 | 351-102-030 | RWR82653N-151117 | 160512-BE-CA-RA-R-20C | \$2,083.98 | \$1,041.99 | X | X | \$1,041.99 | \$104.20 | \$31.26 | \$1,177.45 | \$71,992.00 | Riverside |
| Rebecca Martinez-Rodriguez, Steven Rodriguez | 1862 Tenynson St San Jacinto CA 92583 | 439-342-016 | CA065103956 | 160603-CA-RA2-R-20C | \$3,370.72 | \$1,685.36 | X | X | \$1,685.36 | \$168.54 | \$50.56 | \$1,904.46 | \$253,219.00 | Riverside |
| Nancy Claunch | 544 N Paseo De Anza Palm Springs CA 92262 | 507-293-016 | CA065103501 | 160701-CA-RA-R-20C | \$2,233.68 | \$0.00 | X | X | \$2,233.68 | \$223.37 | \$67.01 | \$2,524.06 | \$114,432.00 | Riverside |
| Jose Alvarez | 33508 Orange St Wildomar CA 92595 | 366-260-001 | RWR78879A-160202 | 160708-CA-RA-R-20C | \$2,080.17 | \$1,040.09 | X | X | \$1,040.08 | \$104.01 | \$31.20 | \$1,175.29 | \$295,747.00 | Riverside |
| Debbie Meehan | 23651 Casa Bonita Ave Canyon Lake CA 92587 | 351-096-015 | CA065105835 | 160715-CA-RA2-R-15C | \$1,783.12 | \$891.56 | X | X | \$891.56 | \$89.16 | \$26.75 | \$1,007.47 | \$110,670.00 | Riverside |
| Rachele Dale | 8525 Cedano Ln Corona CA 92880 | 130-652-010 | CA065105606 | 160715-CA-RA2-R-20C | \$1,576.60 | \$0.00 | X | X | \$1,576.60 | \$157.66 | \$47.30 | \$1,781.56 | \$398,864.00 | Riverside |
| Earnest Ybarra | 5443 Polo Ct Riverside CA 92509 | 185-312-008 | CA065106172 | 160722-CA-RA-R-15C | \$1,292.46 | \$0.00 | X | X | \$1,292.46 | \$129.25 | \$38.77 | \$1,460.48 | \$142,515.00 | Riverside |
| Franklin Tarnoski | 38029 Murrieta Creek Dr Murrieta CA 92562 | 904-620-004 | CA065106351 | 160722-CA-RA-R-20C | \$3,173.32 | \$1,586.66 | X | X | \$1,586.66 | \$158.67 | \$47.60 | \$1,792.93 | \$659,562.00 | Riverside |
| Bianca Sandoval | 3925 Rubidoux Blvd Riverside CA 92509 | 181-071-040 | CA065107680 | 160805-CA-RA2-R-20C | \$2,844.22 | \$0.00 | X | X | \$2,844.22 | \$284.42 | \$85.33 | \$3,213.97 | \$92,368.00 | Riverside |
| Galindo Garcia, Maria Garcia | 81616 De Oro Ave Indio CA 92021 | 608-203-029 | CA065108381 | 160812-CA-RA-R-10C | \$2,913.70 | \$1,456.85 | X | X | \$1,456.85 | \$145.69 | \$43.71 | \$1,646.25 | \$167,023.00 | Riverside |
| Franklin Tarnoski | 38029 Murrieta Creek Dr Murrieta CA 92562 | 904-620-004 | CA065107676 | 160812-CA-RA-R-15C | \$693.16 | \$346.58 | X | X | \$346.58 | \$34.66 | \$10.40 | \$391.64 | \$659,562.00 | Riverside |
| Dava Diaz | 840 S State St Hemet CA 92543 | 464-231-005 | CA065104806 | 160812-CA-RA-R-20C | \$2,801.46 | \$0.00 | X | X | \$2,801.46 | \$280.15 | \$84.04 | \$3,165.65 | \$161,745.00 | Riverside |
| Candace O'Mohundro, Larry O'Mohundro | 45328 Driftwood DR Palm Desert CA 92260 | 625-430-036 | CA065109023 | 160826-CA-RA2-R-10C | \$1,843.58 | \$921.79 | X | X | \$921.79 | \$92.18 | \$27.65 | \$1,041.62 | \$155,993.00 | Riverside |
| Juan De Sales, Maria De Sales | 3959 Chardonay Dr Perris CA 92571 | 303-462-004 | CA065104103 | 160902-CA-RA-R-15C | \$2,816.40 | \$0.00 | X | X | \$2,816.40 | \$281.64 | \$84.49 | \$3,182.53 | \$276,610.00 | Riverside |
| Elaine Miller | 15100 Robyn Ct Lake Elsinore CA 92530 | 387-430-011 | CA065106535 | 160902-CA-RA-R-15C | \$2,063.20 | \$0.00 | X | X | \$2,063.20 | \$206.32 | \$61.90 | \$2,331.42 | \$317,594.00 | Riverside |
| BeaAnn Avila | 74131 Velardo Dr Palm Desert CA 92260 | 624-204-018 | CA065110291 | 160916-CA-RA2-R-15C | \$2,129.48 | \$0.00 | X | X | \$2,129.48 | \$212.95 | \$63.88 | \$2,406.31 | \$133,434.00 | Riverside |
| Dayna Dutton, Diane Dutton | 351 S Cottonwood Ln Blythe CA 92225 | 854-110-004 | CA065104601 | 160916-CA-RA2-R-20C | \$878.10 | \$0.00 | X | X | \$878.10 | \$87.81 | \$26.34 | \$992.25 | \$57,872.00 | Riverside |
| Sonja Harrison | 3441 Canines AVE Riverside CA 92501 | 246-173-012 | CA065107863 | 160923-CA-RA-R-20C | \$1,663.74 | \$0.00 | X | X | \$1,663.74 | \$166.37 | \$49.91 | \$1,880.02 | \$46,529.00 | Riverside |
| James Harris | 21626 Mary St Perris CA 92570 | 315-201-020 | CA065103688 | 161007-CA-RA2-R-20C | \$3,142.08 | \$1,571.04 | X | X | \$1,571.04 | \$157.10 | \$47.13 | \$1,775.27 | \$288,952.00 | Riverside |
| Cathy Greenblatt | 2142 S Toledo Ave Palm Springs CA 92264 | 009-600-193 | CA065105368 | 161021-CA-RA-R-05C | \$2,028.64 | \$1,014.32 | X | X | \$1,014.32 | \$101.43 | \$30.43 | \$1,146.18 | \$859,585.00 | Riverside |
| Tammy Hitchcock | 8984 65th St Riverside CA 92509 | 163-130-012 | CA065109806 | 161028-CA-RA2-R-15C | \$3,650.72 | \$0.00 | X | X | \$3,650.72 | \$365.07 | \$109.52 | \$4,125.31 | \$68,401.00 | Riverside |
| Jaime Orozco | 69667 Stonewood Ct Cathedral City CA 92234 | 670-322-032 | CA065107409 | 161104-CA-RA-R-05C | \$6,142.58 | \$3,071.29 | X | X | \$3,071.29 | \$307.13 | \$92.14 | \$3,470.56 | \$353,310.00 | Riverside |
| Paul Valenzuela, Rachel Valenzuela | 4810 Thistle Creek Way Hemet CA 92545 | 460-114-015 | CA065110111 | 161114-CA-RA-R-20C | \$3,240.14 | \$1,620.07 | X | X | \$1,620.07 | \$162.01 | \$48.60 | \$1,830.68 | \$235,558.00 | Riverside |
| Herbert Henry | 10386 Santa Cruz Rd Desert Hot Springs CA 92240 | 639-033-005 | CA065110606 | 161118-CA-RA2-R-20C | \$2,764.04 | \$0.00 | X | X | \$2,764.04 | \$276.40 | \$82.92 | \$3,123.36 | \$172,901.00 | Riverside |
| Irene Chavarin | 13903 Pepper St Moreno Valley CA 92553 | 291-191-017 | CA065111633 | 161202-CA-RA-R-20C | \$1,712.82 | \$0.00 | X | X | \$1,712.82 | \$171.28 | \$51.38 | \$1,935.48 | \$103,387.00 | Riverside |
| Helen Kemp | 72875 Sonora Dr Palm Desert CA 92260 | 640-131-008 | CA065112705 | 161202-CA-RA-R-20C | \$2,322.76 | \$1,161.38 | X | X | \$1,161.38 | \$116.14 | \$34.84 | \$1,312. | | |

| Owner Name | Situs Address | Tax Parcel Number | Participant ID | Bond Series | Levy Amount | Paid Amount | Delinquent Installment | | Delinquent Amount | Penalty [3] | Interest [4] | Total Delinquent | Total Assessed Value | County |
|---|--|-------------------|-------------------|---------------------------|-------------|-------------|------------------------|-----|-------------------|-------------|--------------|------------------|----------------------|-----------|
| | | | | | | | 1st | 2nd | | | | | | |
| Estela Horner | 7626 Lakeside DR Riverside CA 92509 | 183-261-017 | CA065123435 | 171117-CA-RA-HPR-R-20C | \$1,562.23 | \$781.12 | | X | \$781.11 | \$78.11 | \$23.43 | \$882.65 | \$22,729.00 | Riverside |
| Irene Mueller | 11398 Trust WAY Moreno Valley CA 92555 | 473-150-091 | CA065118942 | 171117-CA-RA-HPR-R-20C | \$9,161.46 | \$0.00 | X | X | \$9,161.46 | \$916.15 | \$274.84 | \$10,352.45 | \$727,271.00 | Riverside |
| Desirae Bailey | 24868 Barito St Hemet CA 92544 | 549-477-011 | CA065121267 | 171201-CA-RA-HPR-R-15C | \$2,563.10 | \$0.00 | X | X | \$2,563.10 | \$256.31 | \$76.89 | \$2,896.30 | \$365,849.00 | Riverside |
| Karyn Johnson-Dorsey | 1509 Ransom Rd Riverside CA 92506 | 252-113-009 | CA065123322 | 171208-CA-RA-HPR-R-15C | \$1,180.62 | \$0.00 | X | X | \$1,180.62 | \$118.06 | \$35.42 | \$1,334.10 | \$55,754.00 | Riverside |
| Derrick Richardson, George Morgan, Amber Morgan | 32331 Rock Rose Dr Lake Elsinore CA 92532 | 863-722-002 | CA065121700 | 171208-CA-RA-HPR-R-25C | \$4,237.26 | \$0.00 | X | X | \$4,237.26 | \$423.73 | \$127.12 | \$4,788.11 | \$415,475.00 | Riverside |
| Hortencia Soto | 1374 W San Geronimo ST Blythe CA 92225 | 386-154-010 | CA065123454 | 171208-CA-RA-HPR-R-25C | \$1,553.14 | \$776.57 | | X | \$776.57 | \$77.66 | \$23.30 | \$877.53 | \$51,027.00 | Riverside |
| Bernabeth Nunez | 82409 Junipero St Indio CA 92201 | 610-133-006 | CA065122269 | 171222-CA-RA-HPR-R-10C | \$4,113.88 | \$2,056.94 | | X | \$2,056.94 | \$205.69 | \$61.71 | \$2,324.34 | \$70,783.00 | Riverside |
| Ruben Perez, Maria Perez | 20973 Myron St Perris CA 92570 | 319-161-012 | CA065124494 | 180202-CA-RA-HPR-R-10CD | \$2,449.24 | \$1,224.62 | | X | \$1,224.62 | \$122.46 | \$36.74 | \$1,383.82 | \$101,509.00 | Riverside |
| Melissa Leahy, Vickie Rodriguez | 33220 Schaper ST Lake Elsinore CA 92530 | 382-034-008 | CA065124508 | 180202-CA-RA-HPR-R-15CD | \$2,141.62 | \$0.00 | X | X | \$2,141.62 | \$214.16 | \$64.25 | \$2,420.03 | \$179,939.00 | Riverside |
| Darcy Levesque | 1106 S Driftwood Dr Palm Springs CA 92264 | 508-393-010 | CA065124273 | 180202-CA-RA-HPR-R-25CD | \$5,062.86 | \$2,531.43 | | X | \$2,531.43 | \$253.14 | \$75.94 | \$2,860.51 | \$826,739.00 | Riverside |
| Karyn Johnson-Dorsey | 1509 Ransom Rd Riverside CA 92506 | 252-113-009 | CA065123371 | 180216-CA-RA-HPR-R-15CD | \$1,853.18 | \$0.00 | X | X | \$1,853.18 | \$185.32 | \$55.60 | \$2,094.10 | \$55,754.00 | Riverside |
| David Gonzalez | 52650 Eisenhower Dr La Quinta CA 92253 | 773-301-008 | CA065123729 | 180302-CA-RA-HPR-R-25CD | \$1,531.26 | \$765.63 | | X | \$765.63 | \$76.56 | \$22.97 | \$865.16 | \$105,564.00 | Riverside |
| Margaret Bonilla | 206 E Kendall ST Corona CA 92879 | 109-043-010 | CA065123817 | 180316-CA-RA-HPR-R-25CD | \$1,525.08 | \$0.00 | X | X | \$1,525.08 | \$152.51 | \$45.75 | \$1,723.34 | \$33,020.00 | Riverside |
| Richard Slater, Margaret Slater | 29967 GULF STREAM DR Canyon Lake CA 92587 | 351-184-011 | CA065126342 | 180622-CA-RA-HPR-R-25CDE | \$3,352.38 | \$0.00 | X | X | \$3,352.38 | \$335.24 | \$100.57 | \$3,788.19 | \$273,667.00 | Riverside |
| Sham Lal | 341 MARIPOSA TRL Blythe CA 92225 | 842-142-003 | CA065126325 | 180727-CA-RA-HPR-R-15DE | \$2,658.82 | \$1,329.41 | | X | \$1,329.41 | \$132.94 | \$39.88 | \$1,502.23 | \$328,232.00 | Riverside |
| Lynn Fashempour | 10330 BEL AIR DR Cherry Valley CA 92223 | 402-391-023 | CA065127275 | 180907-CA-RA-HPR-R-20DE | \$1,408.30 | \$0.00 | X | X | \$1,408.30 | \$140.83 | \$42.25 | \$1,591.38 | \$130,187.00 | Riverside |
| Maria Munoz, Enrique Munoz | 31251 LAS FLORES WAY Thousand Palms CA 92276 | 650-152-011 | CA065128365 | 190118-CA-RA-HPR-R-25EF | \$3,358.18 | \$1,679.09 | | X | \$1,679.09 | \$167.91 | \$50.37 | \$1,897.37 | \$121,109.00 | Riverside |
| James Keena | 443 TAVA LN Palm Desert CA 92211 | 632-330-068 | CA065128283 | 190222-CA-RA-HPR-R-20EF | \$1,734.34 | \$867.17 | | X | \$867.17 | \$86.72 | \$26.02 | \$979.91 | \$126,279.00 | Riverside |
| Estela Horner | 7626 Lakeside DR Riverside CA 92509 | 183-261-017 | CA065129056 | 190517-CA-RA-HPR-R-15EF | \$1,250.00 | \$625.00 | | X | \$625.00 | \$62.50 | \$18.75 | \$706.25 | \$222,729.00 | Riverside |
| Antonio Garcia, Glafira Garcia | 16762 MOCKINGBIRD CANYON RD RIVERSIDE CA 92504 | 273-040-017 | CA065130066 | 200327-CA-RA-HPR-R-25F | \$3,859.84 | \$0.00 | X | X | \$3,859.84 | \$385.98 | \$115.80 | \$4,361.62 | \$462,517.00 | Riverside |
| Stephan Saak | 4100 Debra Cir Oceanside CA 92056 | 162-282-09-00 | RS094868C-140317 | 140425-CA-PB-R-15B | \$1,225.58 | \$0.00 | X | X | \$1,225.58 | \$122.56 | \$36.77 | \$1,384.91 | \$301,810.00 | San Diego |
| Harry Sweeney, Pamela Sulzbach | 1836 Klausner San Diego CA 92114 | 544-080-24-00 | RS080612N-141015 | 150406-BE-R-02-10 | \$4,862.62 | \$0.00 | X | X | \$4,862.62 | \$486.26 | \$145.88 | \$5,494.76 | \$212,908.00 | San Diego |
| Fortunato Yambao, Janet Yambao | 14232 Merion Cir Valley Center CA 92082 | 189-330-08-00 | RS086654C-140820 | 150406-BE-R-04-20 | \$5,576.32 | \$0.00 | X | X | \$5,576.32 | \$557.63 | \$167.29 | \$6,301.24 | \$646,881.00 | San Diego |
| Bonnie Green | 13342 Scotsman Rd Lakeside CA 92040 | 397-090-46-00 | RS086624N-140821 | 150406-BE-R-04-20 | \$2,173.81 | \$0.00 | X | X | \$2,173.81 | \$217.38 | \$65.21 | \$2,456.40 | \$451,369.00 | San Diego |
| John Park, Penelope Park | 13442 Piping Rock Ln El Cajon CA 92021 | 401-202-38-00 | RS082829C-140924 | 150406-BE-R-04-20 | \$2,249.22 | \$0.00 | X | X | \$2,249.22 | \$224.92 | \$67.48 | \$2,541.62 | \$608,874.00 | San Diego |
| Cynthia Hancock | 5947 Carnegie St San Diego CA 92122 | 670-222-08-00 | RS068924N-150311 | 150713-BE-WR-R-03-10C | \$1,845.14 | \$922.57 | | X | \$922.57 | \$92.26 | \$27.68 | \$1,042.51 | \$91,815.00 | San Diego |
| Charles Burruss | 6788 Tuxedo Rd San Diego CA 92119 | 371-211-45-00 | RS070586C-150223 | 150713-BE-WR-R-08-20B | \$5,684.84 | \$0.00 | X | X | \$5,684.84 | \$568.48 | \$170.55 | \$6,423.87 | \$814,147.00 | San Diego |
| LaMar Brown | 4965 Mount Helix Dr La Mesa CA 91941 | 496-160-04-00 | RS081017N-141012 | 150713-BE-WR-R-08-20B | \$13,956.88 | \$0.00 | X | X | \$13,956.88 | \$1,395.69 | \$418.71 | \$15,771.28 | \$94,689.00 | San Diego |
| Shirley Gieser | 2723 E 14th St National City CA 91950 | 558-120-13-00 | RS070697C-150221 | 150713-BE-WR-R-08-20B | \$1,076.04 | \$0.00 | X | X | \$1,076.04 | \$107.60 | \$32.28 | \$1,215.92 | \$72,660.00 | San Diego |
| James Stahlschmidt | 6831 Ives Ct San Diego CA 92111 | 437-102-03-00 | RS058712NB-150623 | 151022-BE-WR-R-03-10C | \$2,698.42 | \$0.00 | X | X | \$2,698.42 | \$269.84 | \$80.95 | \$3,049.21 | \$250,083.00 | San Diego |
| Corrita Hughes | 3185 L St San Diego CA 92102 | 545-302-13-00 | RS064004N-150430 | 151022-BE-WR-R-03-10C | \$3,765.50 | \$0.00 | X | X | \$3,765.50 | \$376.55 | \$112.97 | \$4,255.02 | \$117,097.00 | San Diego |
| Nelson McCrady | 1666 Sutter Ct Oceanside CA 92056 | 366-531-36-00 | RS062738C-150513 | 151022-BE-WR-R-07-20C | \$1,699.12 | \$849.56 | | X | \$849.56 | \$84.96 | \$25.49 | \$960.01 | \$379,151.00 | San Diego |
| James Stahlschmidt | 6831 Ives Ct San Diego CA 92111 | 437-102-03-00 | RS058712N-150623 | 151022-BE-WR-R-07-20C | \$4,164.95 | \$0.00 | X | X | \$4,164.95 | \$416.50 | \$124.95 | \$4,706.40 | \$250,083.00 | San Diego |
| Mark Livingston, Michelle Livingston | 4432 Marracco Dr San Diego CA 92115 | 473-091-07-00 | RS049484N-150909 | 151022-BE-WR-R-07-20C | \$2,984.00 | \$0.00 | X | X | \$2,984.00 | \$298.40 | \$89.52 | \$3,371.92 | \$281,245.00 | San Diego |
| Linda Stockdale | 1243 Saxony Rd Encinitas CA 92024 | 254-353-14-00 | RS051149N-150827 | 160114-BE-WR-R-02-10C | \$1,676.71 | \$0.00 | X | X | \$1,676.71 | \$167.67 | \$50.30 | \$1,894.68 | \$575,818.00 | San Diego |
| Patricia Sanders | 2470 Daily Dr Fallbrook CA 92028 | 101-552-09-00 | RS047438A-150925 | 160114-BE-WR-R-03-15C | \$2,932.22 | \$0.00 | X | X | \$2,932.22 | \$293.22 | \$87.97 | \$3,313.41 | \$694,200.00 | San Diego |
| Albert Ye, Pingping Tian | 40745 Via Rancho Fallbrook CA 92028 | 102-180-91-00 | RS055208N-150723 | 160114-BE-WR-R-04-20C | \$2,636.41 | \$0.00 | X | X | \$2,636.41 | \$263.64 | \$79.09 | \$2,979.14 | \$860,586.00 | San Diego |
| Jackie Kennedy | 10425 Nate WAY Santee CA 92071 | 381-232-20-00 | RS052037N-150820 | 160114-BE-WR-R-06-10C | \$2,840.20 | \$0.00 | X | X | \$2,840.20 | \$284.02 | \$85.21 | \$3,209.43 | \$156,795.00 | San Diego |
| James Stahlschmidt | 6831 Ives Ct San Diego CA 92111 | 437-102-03-00 | RS049559A-150909 | 160114-BE-WR-R-08-20C | \$2,031.54 | \$0.00 | X | X | \$2,031.54 | \$203.15 | \$60.95 | \$2,295.64 | \$250,083.00 | San Diego |
| Brittany Gale, Julie Gale, Larry Gale | 2941 Lancaster Rd Carlsbad CA 92010 | 167-461-03-00 | RS050237N-150902 | 160512-BE-CA-RA2-R-08-20C | \$1,033.22 | \$1,033.22 | | X | \$1,033.22 | \$103.32 | \$31.00 | \$1,167.54 | \$529,868.00 | San Diego |
| James Stahlschmidt | 6831 Ives Ct San Diego CA 92111 | 437-102-03-00 | RS036170N-160209 | 160512-BE-CA-RA2-R-08-20C | \$1,422.73 | \$0.00 | X | X | \$1,422.73 | \$142.27 | \$42.68 | \$1,607.68 | \$250,083.00 | San Diego |
| John Holly | 944 Tarento Dr San Diego CA 92106 | 531-531-08-00 | RS037478N-160126 | 160512-BE-CA-RA2-R-08-20C | \$6,037.82 | \$3,018.91 | | X | \$3,018.91 | \$301.89 | \$92.48 | \$3,411.37 | \$99,220.00 | San Diego |
| Linda Stockdale | 1243 Saxony Rd Encinitas CA 92024 | 254-353-14-00 | RS051149NB-150827 | 160512-BE-CA-RA-R-03-15C | \$5,771.63 | \$0.00 | X | X | \$5,771.63 | \$577.16 | \$173.15 | \$6,521.94 | \$575,818.00 | San Diego |
| Rocio Ramirez, Victor Ramirez | 29733 Castleridge Rd Valley Center CA 92082 | 185-250-29-00 | CA073106154 | 160513-CA-RA2-R-20C | \$3,258.76 | \$0.00 | X | X | \$3,258.76 | \$325.88 | \$97.76 | \$440,946.00 | \$440,946.00 | San Diego |
| James Brewer | 4311 Tecumseh Way San Diego CA 92117 | 360-372-03-00 | CA073105855 | 160520-CA-RA-R-10C | \$3,750.64 | \$0.00 | X | X | \$3,750.64 | \$375.06 | \$112.52 | \$4,238.22 | \$74,241.00 | San Diego |
| Bonnie Green | 13342 Scotsman Rd Lakeside CA 92040 | 397-090-46-00 | CA073106902 | 160617-CA-RA-R-20C | \$1,238.27 | \$0.00 | X | X | \$1,238.27 | \$123.83 | \$37.15 | \$1,399.25 | \$451,369.00 | San Diego |
| Ernest Roark | 3749 Bonita Glen Ter Bonita CA 91902 | 594-190-22-00 | CA073107483 | 160624-CA-RA2-R-15C | \$2,814.66 | \$0.00 | X | X | \$2,814.66 | \$281.47 | \$84.44 | \$3,180.57 | \$820,579.00 | San Diego |
| Anna Burgos, Victor Burgos | 8876 Delrose Ave Spring Valley CA 91977 | 583-474-15-00 | RS041069N-151204 | 160624-CA-RA2-R-20C | \$1,563.80 | \$0.00 | X | X | \$1,563.80 | \$156.38 | \$46.91 | \$1,767.09 | \$52,630.00 | San Diego |
| Thomas Smiley, Verma Smiley | 13222 Medallion LN Lakeside CA 92040 | 397-402-52-00 | CA073107785 | 160722-CA-RA-R-15C | \$2,810.10 | \$1,405.05 | | X | \$1,405.05 | \$140.51 | \$42.15 | \$1,587.71 | \$266,422.00 | San Diego |
| Marc Brown, Pamela Park-brown | 1191 Neptune Dr Chula Vista CA 91911 | 620-203-02-00 | CA073107170 | 160729-CA-RA-R-20C | \$3,242.08 | \$0.00 | X | X | \$3,242.08 | \$324.21 | \$97.26 | \$3,663.55 | \$83,540.00 | San Diego |
| Dolores Arellano | 3760 Acacia ST San Diego CA 92113 | 550-650-11-00 | CA073108999 | 160819-CA-RA-R-10C | \$2,252.90 | \$0.00 | X | X | \$2,252.90 | \$225.29 | \$67.59 | \$2,545.78 | \$34,555.00 | San Diego |
| Albert Ye, Pingping Tian | 40745 Via Rancho Fallbrook CA 92028 | 102-180-91-00 | CA073110154 | 160902-CA-RA-R-05C | \$4,381.32 | \$0.00 | X | X | \$4,381.32 | \$438.13 | \$131.44 | \$5,049.89 | \$860,586.00 | San Diego |
| Patricia Murrin | 2028 Cardinal Dr San Diego CA 92123 | 677-182-11-00 | CA073108833 | 161021-CA-RA-R-20C | \$2,410.04 | \$1,205.02 | | X | \$1,205.02 | \$120.50 | \$36.15 | \$1,361.67 | \$225,422.00 | San Diego |
| Royal Emery | 632 Montcalm ST Chula Vista CA 91911 | 639-154-02-00 | CA073110023 | 161028-CA-RA2-R-05C | \$7,637.32 | \$0.00 | X | X | \$7,637.32 | \$763.73 | \$229.12 | \$8,630.17 | \$146,426.00 | San Diego |
| Classic Williams | 244 27th St San Diego CA 92102 | 535-501-03-00 | CA073111066 | 161104-CA-RA-R-10C | \$11,694.44 | \$0.00 | X | X | \$11,694.44 | \$1,169.44 | \$350.83 | \$13,214.71 | \$19,530.00 | San Diego |
| Edilberto Delosantos, Helen Delosantos | 3998 Palm AVE San Diego CA 92154 | 629-270-10-00 | CA073112653 | 161118-CA-RA2-R-05C | \$6,227.34 | \$0.00 | X | X | \$6,227.34 | \$622.73 | \$186.82 | \$7,068.89 | \$79,885.00 | San Diego |
| Amy Teperson, Mark Teperson | 15102 Sun Valley Ln Del Mar CA 92014 | 302-201-14-00 | RS075995N-141209 | 161222-CA-SBD-RA-R-10A | \$3,130.98 | \$1,565.49 | | X | \$1,565.49 | \$156.55 | \$46.96 | \$1,769.00 | \$2,236,902.00 | San Diego |
| Michael Diaz | 2075 Grandview ST Oceanside CA 92054 | 151-180-40-00 | CA073110246 | 161223 | | | | | | | | | | |

| Owner Name | Situs Address | Tax Parcel Number | Participant ID | Bond Series | Levy Amount | Paid Amount | Delinquent Installment | | Delinquent Amount | Penalty [3] | Interest [4] | Total Delinquent | Total Assessed Value | County |
|------------------------------------|--|-------------------|------------------|--------------------------------|-------------|-------------|------------------------|-----|-------------------|-------------|--------------|------------------|----------------------|-------------|
| | | | | | | | 1st | 2nd | | | | | | |
| Richard Focacci | 229 1st St Lodi CA 95240 | 041-100-130-000 | CA077106600 | 170609-CA-RA2-HPR-R-15C | \$1,744.64 | \$0.00 | X | X | \$1,744.64 | \$174.46 | \$52.34 | \$1,971.44 | \$146,986.00 | San Joaquin |
| Lamont Gibson | 2408 Learned AVE Stockton CA 95205 | 173-020-160-000 | CA077106967 | 170616-CA-RA2-HPR-R-25C | \$5,442.12 | \$0.00 | X | X | \$5,442.12 | \$544.21 | \$163.26 | \$6,149.59 | \$277,464.00 | San Joaquin |
| Albert Crispin, Julie Crispin | 1659 S Olive Ave Stockton CA 95215 | 173-110-130-000 | CA077107618 | 170714-CA-RA3-HPRCA2-R-15C | \$2,151.78 | \$0.00 | X | X | \$2,151.78 | \$215.18 | \$64.55 | \$2,431.51 | \$210,123.00 | San Joaquin |
| Angela Spano | 6513 El Capitan CIR Stockton CA 95210 | 094-320-550-000 | CA077108121 | 170728-CA-RA3-HPRCA2-R-10C | \$1,861.32 | \$0.00 | X | X | \$1,861.32 | \$186.13 | \$55.84 | \$2,103.29 | \$239,833.00 | San Joaquin |
| David Borba | 719 W Oak St Stockton CA 95203 | 135-443-110-000 | CA077107244 | 170922-CA-RA-HPR-R-10C | \$2,780.10 | \$0.00 | X | X | \$2,780.10 | \$278.01 | \$83.40 | \$3,141.51 | \$93,685.00 | San Joaquin |
| Karen Yescas | 401 N Hewitt Rd Linden CA 95236 | 093-030-320-000 | CA077108218 | 171027-CA-RA-HPR-R-25C | \$3,945.10 | \$0.00 | X | X | \$3,945.10 | \$394.51 | \$118.35 | \$4,457.96 | \$207,660.00 | San Joaquin |
| Danny Willingham | 741 Edan AVE Stockton CA 95207 | 081-122-030-000 | CA077108870 | 180112-CA-RA-HPR-R-15C | \$1,852.28 | \$926.14 | X | X | \$926.14 | \$92.61 | \$27.78 | \$1,046.53 | \$150,347.00 | San Joaquin |
| Kristen Miller | 3631 Portage Cir Stockton CA 95219 | 098-490-040-000 | CA077109674 | 180316-CA-RA-HPR-R-15CD | \$2,027.20 | \$0.00 | X | X | \$2,027.20 | \$202.72 | \$60.82 | \$2,290.74 | \$458,237.00 | San Joaquin |
| Carolyn Dishman, Billy Dishman | 223 S Locust AVE Ripon CA 95366 | 259-274-110-000 | CA077109850 | 180504-CA-RA-HPR-R-25CED | \$2,053.78 | \$0.00 | X | X | \$2,053.78 | \$205.38 | \$61.61 | \$2,320.77 | \$277,232.00 | San Joaquin |
| Alberto Perales | 911 Lloyd ST Lodi CA 95240 | 047-430-490-000 | CA077109807 | 180525-CA-RA-HPR-R-15CDE | \$756.99 | \$0.00 | X | X | \$756.99 | \$75.70 | \$22.71 | \$855.40 | \$60,633.00 | San Joaquin |
| Alberto Perales | 911 Lloyd ST Lodi CA 95240 | 047-430-490-000 | CA077110095 | 180525-CA-RA-HPR-R-15CDE | \$1,114.75 | \$0.00 | X | X | \$1,114.75 | \$111.48 | \$33.44 | \$1,259.67 | \$60,633.00 | San Joaquin |
| Carolyn Dishman, Billy Dishman | 223 S Locust AVE Ripon CA 95366 | 259-274-110-000 | CA077109816 | 180608-CA-RA-HPR-R-25CDE | \$4,191.80 | \$0.00 | X | X | \$4,191.80 | \$419.18 | \$125.75 | \$4,736.73 | \$277,232.00 | San Joaquin |
| Imelda Valdivia | 2942 WAUSA WAY STOCKTON CA 95206 | 179-350-600-000 | CA077110831 | 181005-CA-RA-HPR-R-25E | \$1,132.08 | \$566.04 | X | X | \$566.04 | \$56.60 | \$16.98 | \$639.62 | \$265,724.00 | San Joaquin |
| Fernando Ugarte, Catherine Ugarte | 165 WHELAN WAY MANTECA CA 95336 | 221-220-040-000 | CA077111423 | 190517-CA-RA-HPR-R-10EF | \$2,205.90 | \$1,102.95 | X | X | \$1,102.95 | \$110.30 | \$33.09 | \$1,246.34 | \$518,676.00 | San Joaquin |
| Kenneth Prewitt, Vicki Prewitt | 1733 Cocomo Pl Manteca CA 95337 | 224-360-170-000 | CA077111685 | 190906-CA-RA-HPR-R-05F | \$3,179.40 | \$0.00 | X | X | \$3,179.40 | \$317.94 | \$95.38 | \$3,592.72 | \$571,785.00 | San Joaquin |
| Hilda Amaral | 9528 BISMARCK PL STOCKTON CA 95209 | 078-310-330-000 | CA077112169 | 200814-CA-RA-HPR-R-20FG | \$2,351.48 | \$1,175.74 | X | X | \$1,175.74 | \$117.57 | \$35.27 | \$1,328.58 | \$213,893.00 | San Joaquin |
| Lilia Paredes | 1743 S AMERICAN ST STOCKTON CA 95206 | 167-123-080-000 | CA077112257 | 200911-CA-RA-HPR-R-15FG | \$2,028.52 | \$0.00 | X | X | \$2,028.52 | \$202.85 | \$60.86 | \$2,292.23 | \$42,961.00 | San Joaquin |
| Christy Pagliaro, Christine Smith | 948 Fulton St Redwood City CA 94061 | 053-078-080 | CA081104385 | 170825-CA-RA-HPRCA4-R-15C | \$4,725.61 | \$2,362.81 | X | X | \$2,362.80 | \$236.28 | \$70.88 | \$2,669.96 | \$482,758.00 | San Mateo |
| Kevin Paugh, Loan Paugh | 1360 Havenwood Dr San Jose CA 95132 | 589-19-008 | RSC94286C-150214 | 150713-BE-WR-R-08-20B | \$1,495.30 | \$0.00 | X | X | \$1,495.30 | \$149.53 | \$44.86 | \$1,689.69 | \$1,091,700.00 | Santa Clara |
| David Burgess | 5816 Loror Dr San Jose CA 95123 | 687-20-048 | RSC92084C-160121 | 160708-CA-RA-R-05C | \$3,648.42 | \$1,824.21 | X | X | \$1,824.21 | \$182.42 | \$54.73 | \$2,061.36 | \$383,282.00 | Santa Clara |
| Byron Papadapulo, Linda Papadapulo | 384 Gridley St San Jose CA 95127 | 599-45-046 | CA085102062 | 161028-CA-RA2-R-10C | \$1,669.34 | \$834.67 | X | X | \$834.67 | \$83.47 | \$25.04 | \$943.18 | \$72,651.00 | Santa Clara |
| David Satre | 4809 Minns Dr San Jose CA 95136 | 458-02-052 | CA085102292 | 161118-CA-RA2-R-20C | \$1,157.18 | \$0.00 | X | X | \$1,157.18 | \$115.72 | \$34.72 | \$1,307.62 | \$491,549.00 | Santa Clara |
| Sharlene Lopez | 1402 WILLOWTREE CT San Jose CA 95118 | 451-02-095 | CA085103433 | 181130-CA-RA-HPR-R-25E | \$1,492.60 | \$0.00 | X | X | \$1,492.60 | \$149.26 | \$44.78 | \$1,686.64 | \$92,682.00 | Santa Clara |
| Lae Khanthavong | 16795 China Gulch Dr Anderson CA 96007 | 205-740-012-000 | CA089101490 | 180504-CA-RA-HPR-R-20CED | \$4,446.94 | \$0.00 | X | X | \$4,446.94 | \$444.69 | \$133.41 | \$5,025.04 | \$523,174.00 | Shasta |
| Gerardo Franco | 6290 Old Redwood Hwy Santa Rosa CA 95403 | 163-172-003-000 | CA097102932 | 180112-CA-RA-HPR-R-20C | \$2,762.20 | \$0.00 | X | X | \$2,762.20 | \$276.22 | \$82.87 | \$3,121.29 | \$749,689.00 | Sonoma |
| Linda Gonet | 4515 HERON CT ROHNERT PARK CA 94928 | 160-440-094-000 | CA097103559 | 200814-CA-RA-HPR-R-15FG | \$3,235.82 | \$1,617.91 | X | X | \$1,617.91 | \$161.79 | \$48.54 | \$1,828.24 | \$252,010.00 | Sonoma |
| Andrea Mueller | 1691 Valparaiso Turlock CA 95382 | 071-017-021-000 | RS195321N-141103 | 150406-BE-R-02-10 | \$1,466.96 | \$733.48 | X | X | \$733.48 | \$73.35 | \$22.00 | \$828.83 | \$67,093.00 | Stanislaus |
| Barbara Anchondo, Joseph Anchondo | 2605 Crommelin Ave Modesto CA 95350 | 005-041-074-000 | RS194886N-141228 | 150713-BE-WR-R-06-15B | \$2,878.28 | \$0.00 | X | X | \$2,878.28 | \$287.83 | \$86.35 | \$3,252.46 | \$149,756.00 | Stanislaus |
| Sean Choy | 1605 Delphine Ave Modesto CA 95350 | 054-005-013-000 | RS189276N-160307 | 160512-BE-CA-RA-R-04-20C | \$3,518.12 | \$0.00 | X | X | \$3,518.12 | \$351.81 | \$105.54 | \$3,975.47 | \$250,285.00 | Stanislaus |
| Sherry Bennett | 905 Woodrow Ave Modesto CA 95350 | 055-013-028-000 | CA099106403 | 160715-CA-RA2-R-15C | \$1,611.43 | \$805.72 | X | X | \$805.71 | \$80.57 | \$24.17 | \$910.45 | \$73,699.00 | Stanislaus |
| Linda Perreira, Pete Perreira | 2802 Canyon Dr Modesto CA 95351 | 039-054-056-000 | CA099107118 | 161223-CA-RA-R-20C | \$2,043.99 | \$1,022.00 | X | X | \$1,021.99 | \$102.20 | \$30.66 | \$1,154.85 | \$144,129.00 | Stanislaus |
| T. Adair Simmons | 713 Thrasher Ave Modesto CA 95354 | 035-044-078-000 | CA099106905 | 170724-CA-RA3-R-20C | \$2,609.68 | \$0.00 | X | X | \$2,609.68 | \$260.97 | \$78.29 | \$2,948.94 | \$42,415.00 | Stanislaus |
| Carolyn Smith | 1350 T St Newman CA 95360 | 128-004-042-000 | CA099107614 | 170414-CA-RA3-HPR-R-15C | \$1,471.94 | \$735.97 | X | X | \$735.97 | \$73.60 | \$22.08 | \$831.65 | \$50,776.00 | Stanislaus |
| Linda Perreira, Pete Perreira | 2802 Canyon Dr Modesto CA 95351 | 039-054-056-000 | CA099107376 | 170421-CA-RA-HPR-R-20C | \$1,179.97 | \$589.99 | X | X | \$589.98 | \$59.00 | \$17.70 | \$666.68 | \$144,129.00 | Stanislaus |
| Victor John, Jason John | 3001 Park Royal Dr Ceres CA 95307 | 053-039-077-000 | CA099107601 | 170428-CA-RA3-HPR-R-15C | \$2,040.58 | \$0.00 | X | X | \$2,040.58 | \$204.06 | \$61.22 | \$2,305.86 | \$211,491.00 | Stanislaus |
| Elvira Morales | 1912 T St Newman CA 95360 | 128-026-031-000 | CA099107588 | 170519-CA-RA3-HPR-R-25C | \$3,132.74 | \$0.00 | X | X | \$3,132.74 | \$313.27 | \$93.98 | \$3,539.99 | \$89,992.00 | Stanislaus |
| Sherry Bennett | 905 Woodrow Ave Modesto CA 95350 | 055-013-028-000 | CA099107724 | 170616-CA-RA2-HPR-R-25C | \$1,688.85 | \$844.43 | X | X | \$844.42 | \$84.44 | \$25.33 | \$954.19 | \$73,699.00 | Stanislaus |
| Michael Inderbitzin | 302 N Santa Ana AVE Modesto CA 95354 | 108-011-014-000 | CA099108283 | 170825-CA-RA-HPRCA4-R-20C | \$2,704.26 | \$0.00 | X | X | \$2,704.26 | \$270.43 | \$81.13 | \$3,055.82 | \$62,321.00 | Stanislaus |
| Manuel Escobar, Christine Escobar | 3009 Gideon Way Ceres CA 95307 | 053-039-025-000 | CA099108513 | 170915-CA-RA-HPR-R-10C | \$2,066.50 | \$1,033.25 | X | X | \$1,033.25 | \$103.33 | \$31.00 | \$1,167.58 | \$181,096.00 | Stanislaus |
| Chad Willis | 1829 Glouster Way Modesto CA 95350 | 054-008-051-000 | CA099108635 | 171103-CA-RA-HPR-R-25C | \$2,909.82 | \$0.00 | X | X | \$2,909.82 | \$290.98 | \$87.29 | \$3,288.09 | \$253,815.00 | Stanislaus |
| Kimberly Kuffel | 3219 High St Riverbank CA 95367 | 132-004-020-000 | CA099108996 | 171117-CA-RA-HPR-R-25C | \$1,928.04 | \$0.00 | X | X | \$1,928.04 | \$192.80 | \$57.84 | \$2,178.68 | \$52,229.00 | Stanislaus |
| David Adams, Angela Adams | 2429 Bordona Dr Riverbank CA 95367 | 075-051-044-000 | CA099109163 | 171201-CA-RA-HPR-R-10C | \$2,805.56 | \$0.00 | X | X | \$2,805.56 | \$280.56 | \$84.17 | \$3,170.29 | \$217,700.00 | Stanislaus |
| Rosalie Perez, Olivia Perez | 469 S WALTON AVE YUBA CITY CA 95993 | 57-150-079 | CA101108775 | 200110-CA-RA-HPR-R-25F | \$1,601.64 | \$800.82 | X | X | \$800.82 | \$80.08 | \$24.02 | \$904.92 | \$162,606.00 | Sutter |
| Alice Nielsen, Glen Nielsen | 16775 Oak Hollow DR Cottonwood CA 96022 | 007-580-035-000 | RTC95960N-160301 | 160909-CA-RA-R-20C | \$3,106.96 | \$0.00 | X | X | \$3,106.96 | \$310.70 | \$91.21 | \$3,510.87 | \$62,332.00 | Tehama |
| Michael Penrod, Rhonda Penrod | 24160 McLane Ave Corning CA 96021 | 075-190-051-000 | CA103108841 | 170421-CA-RA-HPR-R-25C | \$2,522.82 | \$0.00 | X | X | \$2,522.82 | \$252.28 | \$75.68 | \$2,850.78 | \$48,980.00 | Tehama |
| Leonard Gallow, Susan Gallow | 2870 HARDEN AVE Corning CA 96021 | 091-070-061-000 | CA103108939 | 181026-CA-RA-HPR-R-20C | \$3,552.38 | \$0.00 | X | X | \$3,552.38 | \$355.24 | \$106.57 | \$4,014.19 | \$344,495.00 | Tehama |
| Teena Lickey | 4631 W Elkhorn Ave Visalia CA 93277 | 119-750-058-000 | RTU95552N-150601 | 151022-BE-WR-R-07-20C | \$2,150.56 | \$0.00 | X | X | \$2,150.56 | \$215.06 | \$64.52 | \$2,430.14 | \$243,493.00 | Tulare |
| Nancy Mofield | 930 S Ametjian St Tulare CA 93274 | 177-260-014-000 | RTU94751N-151019 | 160114-BE-WR-R-04-20C | \$862.24 | \$0.00 | X | X | \$862.24 | \$86.22 | \$25.87 | \$974.33 | \$130,025.00 | Tulare |
| Michael Avila, Pamela Avila | 839 Pioneer AVE Porterville CA 93257 | 246-210-048-000 | RTU94415N-151212 | 160512-BE-CA-RA2-R-08-20C | \$2,222.90 | \$1,111.45 | X | X | \$1,111.45 | \$111.15 | \$33.34 | \$1,255.94 | \$144,362.00 | Tulare |
| Ronald Tapleras | 4335 W Country AVE Visalia CA 93277 | 119-220-027-000 | RTU94154N-162004 | 160512-BE-CA-RA-R-04-20C | \$1,625.58 | \$812.79 | X | X | \$812.79 | \$81.28 | \$24.38 | \$918.45 | \$112,784.00 | Tulare |
| Anne Leonard | 3005 W Mary Ave Visalia CA 93277 | 121-154-005-000 | CA107107062 | 160729-CA-RA-R-15C | \$1,214.28 | \$0.00 | X | X | \$1,214.28 | \$121.43 | \$36.43 | \$1,372.14 | \$185,252.00 | Tulare |
| Barbra Ekizian | 542 Rova St Visalia CA 93277 | 087-330-017-000 | CA107107206 | 160916-CA-RA2-R-15C | \$1,323.02 | \$0.00 | X | X | \$1,323.02 | \$132.30 | \$39.69 | \$1,495.01 | \$214,676.00 | Tulare |
| Anne Leonard | 3005 W Mary Ave Visalia CA 93277 | 121-154-005-000 | CA107107136 | 161014-CA-RA-R-10C | \$1,044.12 | \$0.00 | X | X | \$1,044.12 | \$104.41 | \$31.32 | \$1,179.85 | \$185,252.00 | Tulare |
| Stephen Palermo | 702 Court St Visalia CA 93277 | 097-025-002-000 | CA107107137 | 161021-CA-RA-R-10C | \$1,654.88 | \$0.00 | X | X | \$1,654.88 | \$165.49 | \$49.65 | \$1,870.02 | \$122,617.00 | Tulare |
| Jose Bermudez, Maria Cortez | 592 E Poplar AVE Porterville CA 93257 | 261-291-020-000 | CA107107368 | 161028-CA-RA2-R-15C | \$1,188.02 | \$0.00 | X | X | \$1,188.02 | \$118.80 | \$35.64 | \$1,342.46 | \$88,187.00 | Tulare |
| Dottie Avery | 1711 McComb AVE Porterville CA 93257 | 245-274-002-000 | CA107106831 | 161104-CA-RA-R-10C | \$1,517.36 | \$0.00 | X | X | \$1,517.36 | \$151.74 | \$45.52 | \$1,714.62 | \$106,416.00 | Tulare |
| Jose Bermudez, Maria Cortez | 592 E Poplar AVE Porterville CA 93257 | 261-291-020-000 | CA107107319 | 161118-CA-RA2-R-15C | \$782.64 | \$0.00 | X | X | \$782.64 | \$78.26 | \$23.48 | \$884.38 | \$88,187.00 | Tulare |
| Angelita Range, Kristen Range | 2931 W Russell Ave Visalia CA 93277 | 126-280-013-000 | CA107108044 | 170331-CA-RA3-R-15C | \$1,172.27 | \$0.00 | X | X | \$1,172.27 | \$117.23 | \$35.17 | \$1,324.67 | \$139,440.00 | Tulare |
| Angelita Range, Kristen Range | 2931 W Russell Ave Visalia CA 93277 | 126-280-013-000 | CA107108074 | 170602-CA-RA3-HPR-R-15C | \$1,317.45 | \$0.00 | X | X | \$1,317.45 | \$131.75 | \$39.52 | \$1,488.72 | \$139,440.00 | Tulare |
| Alberto Mendoza | 519 S Santa Clara St Tulare CA 93274 | 175-382-007-000 | CA107108514 | 170811-CA-RA-HPRCA2-R-15C | \$1,110.96 | \$0.00 | X | X | \$1,110.96 | \$111.10 | \$33.33 | \$1,255.39 | \$66,515.00 | Tulare |
| Maria Ponce | 311 W Buena Vista Ct Visalia CA 93291 | 091-183-019-000 | CA107108581 | 171201-CA-RA-HPR-R-10C | \$2,104.34 | \$1,052.17 | X | X | \$1,052.17 | \$105.22 | \$31.57 | \$1,188.96 | \$182,016.00 | Tulare |
| Robert Myers | 1747 Sonora Ave Tulare CA 93274 | 177-293-004-000 | CA107108847 | 180614-CA-HLP-LEF-HPR-R-25AB-1 | \$1,310.04 | \$655.02 | X | X | \$655.02 | \$65.50 | \$19.65 | \$740.17 | \$117,541.00 | Tulare |
| Mary Davis, Shane Davis | 820 E Yucca Oxnard CA 93033 | 219-0-414-065 | RV193581C-151014 | | | | | | | | | | | |

| Owner Name | Situs Address | Tax Parcel Number | Participant ID | Bond Series | Levy Amount | Paid Amount | Delinquent Installment | | Delinquent Amount | Penalty [3] | Interest [4] | Total Delinquent | Total Assessed Value | County |
|---|---------------|-----------------------------------|----------------|-------------------|--------------|-------------|------------------------|-----|-----------------------|---------------------|---------------------|-----------------------|----------------------|-----------|
| | | | | | | | 1st | 2nd | | | | | | |
| Temecula Hotel Partners Old Town LLC | Truax-3 | 41934 3rd St, 41935 3 922-043-004 | | 20191218-WR-TC-25 | \$326,093.34 | \$0.00 | X | X | \$326,093.34 | \$32,609.33 | \$68,479.60 | \$427,182.27 | \$915,786.00 | Riverside |
| Temecula Hotel Partners Old Town LLC | Truax-4 | 41934 3rd St, 41935 3 922-043-015 | | 20191218-WR-TC-25 | \$217,501.84 | \$0.00 | X | X | \$217,501.84 | \$21,750.18 | \$45,675.39 | \$284,927.41 | \$610,524.00 | Riverside |
| Temecula Hotel Partners Old Town LLC | Truax-5 | 41934 3rd St, 41935 3 922-043-018 | | 20191218-WR-TC-25 | \$217,501.84 | \$0.00 | X | X | \$217,501.84 | \$21,750.18 | \$45,675.39 | \$284,927.41 | \$610,524.00 | Riverside |
| Temecula Hotel Partners Old Town LLC | Truax-6 | 41934 3rd St, 41935 3 922-043-023 | | 20191218-WR-TC-25 | \$353,233.42 | \$0.00 | X | X | \$353,233.42 | \$35,323.34 | \$74,179.02 | \$462,735.78 | \$992,101.00 | Riverside |
| Temecula Hotel Partners Old Town LLC | Truax-7 | 41934 3rd St, 41935 3 922-043-024 | | 20191218-WR-TC-25 | \$244,641.92 | \$0.00 | X | X | \$244,641.92 | \$24,464.19 | \$51,374.80 | \$320,480.91 | \$686,839.00 | Riverside |
| Temecula Hotel Partners Old Town LLC | Truax-8 | 41934 3rd St, 41935 3 922-043-025 | | 20191218-WR-TC-25 | \$149,636.04 | \$0.00 | X | X | \$149,636.04 | \$14,963.60 | \$31,423.57 | \$196,023.21 | \$419,735.00 | Riverside |
| Temecula Hotel Partners Old Town LLC | Truax-9 | 41934 3rd St, 41935 3 922-044-017 | | 20191218-WR-TC-25 | \$260,997.54 | \$0.00 | X | X | \$260,997.54 | \$26,099.75 | \$54,809.48 | \$341,906.77 | \$915,786.00 | Riverside |
| Temecula Hotel Partners Old Town LLC | Truax-10 | 41934 3rd St, 41935 3 922-044-020 | | 20191218-WR-TC-25 | \$174,106.72 | \$0.00 | X | X | \$174,106.72 | \$17,410.67 | \$36,562.41 | \$228,079.80 | \$610,524.00 | Riverside |
| Total WRCOG-Twain Delinquencies: | | | | | | | | | \$2,424,360.06 | \$242,435.96 | \$481,353.27 | \$3,148,149.29 | | |
| | | | | | | | | | <u>\$3,421,612.76</u> | <u>\$342,161.29</u> | <u>\$511,270.92</u> | <u>\$4,275,044.97</u> | | |

WRCOG 7.5% Premium Due: \$256,620.96

[1] Assessed values in Imperial and Kings highlighted in orange have 2021 Assessed Value as the 2022 data is not available yet.
[2] Delinquency data as of 8/10/2022.
[3] Penalty based on 10% of the delinquent assessment.
[4] Interest calculated based on 1.5% of the delinquent assessment per month from July 1, 2022 through August 31, 2022.



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: I-REN Activities Update - Approval of Partner Program and Operational Agreements

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

Date: September 12, 2022

Requested Action(s):

1. Approve the Memorandum of Agreement for the I-REN and authorize the Executive Director to take necessary and appropriate actions to carry out the purpose and intent of the motion.
2. Approve the Program Agreement for the I-REN and authorize the Executive Director to take necessary and appropriate actions to carry out the purpose and intent of the motion.
3. Approve the selection of Mayor Chris Barajas, City of Jurupa Valley, Mayor Crystal Ruiz, City of San Jacinto, and Councilmember Jacque Casillas, City of Corona, to represent WRCOG on the I-REN Executive Committee.

Purpose:

The purpose of this item is to provide a status update on the Inland Regional Energy Network (I-REN) Partner Program and Operational Agreements and select up to three Committee members to serve on the I-REN Executive Committee.

WRCOG 2022-2027 Strategic Plan Goal:

Goal #6 - Develop and implement programs that support resiliency for the subregion.

Background:

In December 2018, the WRCOG Executive Committee authorized a joint cooperative agreement between WRCOG, the Coachella Valley Association of Governments (CVAG), and the San Bernardino Associated Governments (SANBAG) to move forward with the coordination and development of the Inland Regional Energy Network (I-REN) for the three agencies.

In February 2021, the I-REN Business Plan was submitted to the CPUC for consideration to authorize I-REN as a Program Administrator (PA) in the State of California, thereby enabling access to the Public Goods Charge funds administered by the CPUC for the development of energy efficiency programs.

In November 2021, the California Public Utilities Commission (CPUC) formally approved the I-REN application / business plan with a budget of \$65 million for program years 2022 - 2027.

On April 4, 2022, the Executive Committee approved the Governance & Operations Charter for

incorporation into the Memorandum of Agreement (MOA) once completed.

On June 8, 2022, the Administration & Finance Committee recommended that the Executive Committee 1) approve the Memorandum of Agreement for the I-REN and authorize the Executive Director to take necessary and appropriate actions to carry out the purpose and intent of the motion; and 2) approve the Program Agreement substantially as to form between I-REN Member Council of Governments, SoCal Gas, and SCE and allow the Executive Director to make minor revisions or edits for clarification after consultation with legal counsel; and 3) approve the selection of Mayor Chris Barajas, City of Jurupa Valley, and Mayor Crystal Ruiz, City of San Jacinto, to the I-REN Executive Committee and ask for one additional volunteer or recommendation for the final WRCOG seat on the I-REN Executive Committee.

I-REN Memorandum of Agreement (MOA)

WRCOG, CVAG, and SBCOG/SANBAG* have been collaboratively working on a MOA, which will delegate duties and responsibilities to each member Council of Government (COG). The MOA identifies the CPUC-approved budget for each sector (Public, Workforce Education and Training, and Codes and Standards) for each year and lists allowable costs by buckets within each sector. The buckets are Administration, Marketing & Outreach, and Direct Implementation - incentive and non-incentive. The authority to approve all contracts and agreements will be assigned to a new Brown Act I-REN Executive Committee that will be made up of elected officials – up to three from each COG, selected by that COG – and will meet on a quarterly basis. The MOA will also grant WRCOG, as the Administrative Lead COG, the authority to be the administrator for all invoicing, contracts, and agreements once those documents have been approved by the I-REN Executive Committee.

**SANBAG (San Bernardino Associated Governments) is the legal name of the organization and used for all formal contracts and agreements. SBCOG (San Bernardino Council of Governments) was branded for specific areas of focus and falls under the umbrella of SANBAG. SBCTA (San Bernardino County Transportation Authority) is a separate JPA formed from SANBAG to focus specifically on transportation needs.*

I-REN Governance & Operations Charter

At the June 8, 2022, Administration & Finance Committee meeting, staff updated members on the I-REN's status and reported on the development of a MOA and Governance & Operations Charter between WRCOG, CVAG, and SANBAG, which would be brought back through the committees when the final drafts were ready.

The I-REN team has developed a Governance & Operations Charter that will be an exhibit to the MOA and will define roles and responsibilities, and delineate scopes of authority of each member COG. The Charter also establishes processes and channels for effective and transparent communication and decision making, and will accommodate future expansion of programs and capacity to scale.

The Charter's framework consists of four main roles: the I-REN Executive Committee, Administrative Lead COG, Program Managers, and the Program Teams.

I-REN Executive Committee

I-REN will be governed by a new Brown Act committee which will meet on a quarterly basis and consist of elected representatives from each COG. The I-REN Executive Committee will have the final

responsibility to make all executive decisions regarding overall I-REN prioritization, managing portfolio-level budgets, program design, authorizing relevant CPUC regulatory filings, and authorizing of any procurements. Each COG will make up to three appointments. Regardless of the number of appointments, each COG will have three votes and each COG's governing board will determine how its voting power will be exercised. Decisions will be made based on the majority of total votes cast on a matter, with each COG having its full three votes independent of the number of representatives present at the meeting. For example, if one COG had only one member present at the meeting, that COG member would still get three votes. If another COG had three members present, each would get one vote, totaling three votes for that COG.

On March 9, 2022, the Administration & Finance Committee had a discussion to determine the best process for selecting WRCOG representation for the I-REN Executive Committee. Mayor Chris Barajas, City of Jurupa Valley, and Mayor Crystal Ruiz, City of San Jacinto, both volunteered to serve on the I-REN Executive Committee. Jacque Casillas, City of Corona, has recently volunteered to fill the final seat on the I-REN Executive Committee.

I-REN Administrative Lead COG

WRCOG will serve as the Administrative Lead COG, purchasing and contracting manager, and primary regulatory contact manager for I-REN, and will oversee day-to-day operations. WRCOG's duties will include, but not be limited to:

- Reimbursing CVAG and SANBAG for I-REN related invoices;
- Submitting invoices to SoCal Gas;
- Reporting to the CPUC and submitting required regulatory filings;
- Participating on the California Energy Efficiency Coordinating Committee (CAEECC);
- Managing all procurement and contracts;
- Providing oversight of budgets, expenses, and reimbursements;
- Coordinating with IOUs and Program Administrator leads; and
- Scheduling and drafting agendas for the I-REN Executive Committee meetings.

WRCOG's Executive Director shall have the authority to take actions and execute agreements on behalf of WRCOG as the Administrative Lead COG following the approval of such actions by the I-REN Executive Committee.

Program Managers

Each COG will provide one Program Manager as the lead person for that COG to serve as the primary point of contact and will be designated to make program decisions on behalf of their COG. The Program Manager will also be responsible for tasks such as program planning, developing relationships with and understanding the needs of program stakeholders, establishing working groups to provide regular input on programs, and providing annual reports to their respective Executive Committee detailing accomplishments for the year, budget information, and goals for the upcoming year.

Each COG will be responsible for leading one of the three sectors: Public sector, Workforce, Education & Training sector, and Codes and Standards sector. CVAG has volunteered to be the lead on developing and implementing I-REN's Codes and Standards sector, and WRCOG and SANBAG will share lead responsibility for developing and implementing the Public sector and Workforce Education &

Training sector. Although there will be a lead COG for some sectors, each COG will be involved in the development of I-REN's programs in each sector and each COG will be responsible for implementing programs within their jurisdictions.

Program Teams / Working Groups

Each I-REN program will have a Program Team that will include at least one representative from each member COG as well as consultants and/or technical assistance providers and industry specialists. These sector specific Program Teams or Working Groups will be responsible for, but not be limited to:

- Developing relationships with and understanding the needs of stakeholders within the Program Team member's subregion;
- Taking primary accountability for program implementation and operation within the Program Team member's subregion, as directed by the Program Manager;
- Providing input for program design and implementation strategies;
- Completing tasks and action items delegated by the Program Manager;
- Identifying and communicating programmatic concerns and issues that warrant the consideration of the I-REN Executive Committee; and
- Attending and actively participating in weekly or bi-weekly Program Team / Working Group meetings.

The I-REN team collaborated with other existing RENs and reviewed similar MOAs and Governance & Operations Charters before drafting these documents. The attached MOA and Governance & Operations Charter have been vetted by WRCOG's legal counsel and includes their edits and suggestions.

I-REN Program Agreement

The Program Agreement is an agreement between I-REN Member COGs, SoCal Gas, and SCE, and establishes SoCal Gas as the fiscal agent (as approved by the CPUC) and defines how I-REN funds are to be transferred from one agency to another. CVAG and SANBAG will be signing parties to the Program Agreement for specific sections relating to authorizing WRCOG as the Administrative Lead COG, insurance requirements, confidential customer information and security requirements, and making amendments to the Program Agreement. The Program Agreement describes the roles of the Administrative Lead COG and the IOUs, and the deliverables expected of them during the program term, including invoicing, reporting, and regulatory filing.

As the Administrative Lead COG, WRCOG will be required to provide monthly invoices and expense reporting to SoCal Gas, and prepare and submit regulatory reports to the CPUC. Additionally, WRCOG will have the ability to execute contracts, negotiate disputes, and receive disbursements and payments from SoCal Gas. One of the areas in the agreement that WRCOG requested of SoCal Gas is the ability to have a drawdown account established so WRCOG has the ability to draw down on a portion of funds without having to submit a reimbursement invoice and wait 30 days or longer for payment. The funds would be held by WRCOG and still require approval of SoCal Gas, but those funds could be accessed quickly and allow WRCOG to avoid cash flow issues that could arise during periods of high expenditures.

Staff has worked with legal counsel (Best Best & Krieger) and SoCal Gas to develop the Program Agreement to form and anticipates minimal changes of the Program Agreement beyond what has

already been discussed and agreed upon by both parties. CVAG has already received approval from its Executive Committee and has executed the Program Agreement and MOA.

Once the Program Agreement and MOA have been approved and executed by the I-REN member COGs (WRCOG, SANBAG, CVAG), SoCal Gas and SCE will execute the Program Agreement, completing the document. In order for invoices to be processed and for I-REN budgeted funds to be disbursed, the Program Agreement must be fully executed.

Staff is requesting the Executive Committee approve the MOA and Program Agreement, and selection of the volunteer candidates, Mayor Chris Barajas, Mayor Crystal Ruiz, and Councilmember Jacque Casillas, to represent WRCOG on the I-REN Executive Committee.

Prior Action(s):

June 8, 2022: The Administration & Finance Committee recommended that the Executive Committee 1) approve the Memorandum of Agreement for the I-REN and Authorize the Executive Director to take necessary and appropriate actions to carry out the purpose and intent of the motion; 2) approve the Program Agreement substantially as to form between I-REN Member Council of Governments, SoCal Gas, and SCE and allow the Executive Director to make minor revisions or edits for clarification after consultation with legal counsel; and 3) approve the selection of Mayor Chris Barajas, City of Jurupa Valley, and Mayor Crystal Ruiz, City of San Jacinto, to the I-REN Executive Committee and ask for one additional volunteer or recommendation for the final WRCOG seat on the I-REN Executive Committee.

April 4, 2022: The Executive Committee approved the Governance & Operations Charter for the I-REN Program for incorporation into the Memorandum of Agreement once completed.

March 9, 2022: The Administration & Finance Committee recommended that the Executive Committee approve the Governance & Operations Charter for the I-REN Program for incorporation into the Memorandum of Agreement once completed.

Fiscal Impact:

All costs associated with this item are included in the approved I-REN budget as part of the Energy & Environment Department budget for the I-REN Program (Fund 180). Approval of the Program Agreement is required prior to receiving reimbursement funds for I-REN contracts and agreements and other I-REN related expenses.

Attachment(s):

[Attachment 1 - IREN - Memorandum of Agreement](#)

[Attachment 2 - IREN - Program Agreement](#)

Attachment

I-REN Memorandum of Agreement

MEMORANDUM OF AGREEMENT NO. 22-1002767

BY AND BETWEEN

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

AND

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

FOR

2022-2027 INLAND REGIONAL ENERGY NETWORK (I-REN)

This 2022-2027 Inland Regional Energy Network (I-REN) Memorandum of Agreement (herein called "MOA") is made this ___ day of October 2022, by and among Coachella Valley Association of Governments (CVAG), San Bernardino Associated Governments (SANBAG) and Western Riverside Council of Governments (WRCOG), (collectively referred to as "MEMBER COGs, individually referred to as "MEMBER COG") with respect to the following recitals:

Whereas, representatives from the MEMBER COGs have pursued and will continue to pursue regional sustainability and energy efficiency opportunities across Riverside and San Bernardino counties; and

Whereas, the MEMBER COGs' primary role is to develop and administer a comprehensive Inland Regional Energy Network ("I-REN"), as defined in California Public Utilities Commission ("CPUC") Decision 21-11-013, and to prepare and submit any future grant applications on behalf of the three MEMBER COGs to fund other sustainability and energy efficiency activities; and

Whereas, WRCOG, on behalf of the MEMBER COGs, will serve as the I-REN Administrative Lead for purposes of coordinating planning activities locally, acting as the fiscal administrator, and executing agreements; and

Whereas, on May 31, 2018, CPUC Decision 18-05-041, Ordering Paragraph 38, was issued and directed Southern California Gas Company ("SoCalGas") to serve as the fiscal lead on behalf of SoCalGas and Southern California Edison, the two investor-owned utilities with territory in the MEMBER COGs' jurisdictions (collectively the "IOUs"); and

Whereas, as a condition precedent to this MOA, WRCOG and the IOUs will enter into the Inland Regional Energy Network 2022-2027 Energy Efficiency Programs and Budgets Agreement (“Programs Agreement”) establishing the rights and responsibilities of WRCOG, acting on behalf of I-REN, and the IOUs; and

Whereas, these efforts will lead to the coordination of regional energy resource planning; development of a long-term, sustainable energy strategy; and increase in awareness of and access to conservation, efficiency, and renewable opportunities within the I-REN region (Riverside and San Bernardino counties); and

Whereas, the MEMBER COGs commit to an effective delivery of I-REN energy efficiency programs to the public sector and local workforce of their respective counties, the details of which are set forth in this MOA.

Whereas, upon receipt of funds from the CPUC (distributed by SoCalGas on behalf of the IOUs pursuant to the Programs Agreement) for I-REN program activities, WRCOG will reimburse each MEMBER COG, in amounts not to exceed those stated in Table 3.0 below, for allowable costs incurred for the express purpose of performing I-REN program activities and administration for the period commencing on the effective date and ending upon termination or expiration of this MOA;

Now, therefore, in consideration of the mutual duties set forth in this MOA, the MEMBER COGs agree to the following:

1. Administrative Lead COG. WRCOG shall serve as the fiscal agent, purchasing and contracting manager and primary regulatory contact manager for I-REN is and, as such, shall serve as the I-REN Administrative Lead COG on behalf of the MEMBER COGs. I-REN shall be managed under the oversight of the I-REN Executive Committee. The I-REN Executive Committee’s structure, composition and duties are further described in the I-REN Governance and Operations Charter (Charter), attached hereto as Exhibit C and incorporated herein by reference. The Charter shall only be amended upon approval from the governing bodies of each of the MEMBER COGs. Notwithstanding any contrary provisions in section 3.1 of the Programs Agreement, WRCOG’s Executive Director shall have the authority to take actions and execute agreements on behalf of WRCOG as the I-REN Administrative Lead COG following the approval of such actions and agreements as may be required by the I-REN Executive Committee in accordance with the procurement policy established pursuant to the Charter. WRCOG shall be responsible for:
 - a) Monitoring progress on program objectives, deliverables and budget targets as set forth in this MOA.
 - b) Reviewing all program-related documents, including review of all reporting required in this MOA, and any other reporting duties as may be required. Documents related to purchasing and contracting on behalf of I-REN, including but not limited to, professional services agreements, shall utilize WRCOG’s template documents.

- c) Coordinating the I-REN programs described in Section 2 of this MOA to minimize duplicative administrative and marketing costs.
 - d) Coordinating with the IOUs.
2. Program Activities. WRCOG, acting as the I-REN Administrative Lead COG, shall reimburse each MEMBER COG, from funds provided by the CPUC, for delivery of I-REN program activities as set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference.
- a) I-REN shall be administered in accordance with the Charter, notwithstanding any contrary provisions in section 3.1 of the Programs Agreement.
 - b) The MEMBER COGs shall work cooperatively to implement I-REN programs and comply with CPUC requirements.
 - c) The MEMBER COGS shall comply with the security requirements of Article XVI, Exhibit C, and Exhibit D of the Programs Agreement regarding the use of Confidential Information.
 - d) The MEMBER COGs will perform all tasks and deliverables and shall comply with all applicable laws, policies, and regulations in carrying out I-REN program activities and other duties hereunder.
 - e) I-REN program activities are those set forth in Exhibits A, B and C of the Programs Agreement, which exhibits are incorporated herein by reference, and referred to as the I-REN Public Sector Program, I-REN Workforce Education & Training (WE&T) Program and I-REN Codes & Standards (C&S) Program.
3. Budget. Table 3.0 below sets forth for the annual I-REN program budget, by year and by category (Public Sector, Codes & Standards and Workforce Education and Training), the maximum expenditure under this MOA for I-REN program activities and administration. Any amendment to an amount set forth in Table 3.0 must be approved in writing by the I-REN Executive Committee and approved by each of the MEMBER COGs. All reimbursements are subject to receipt of sufficient funds from the CPUC (distributed by SoCalGas on behalf of the IOUs pursuant to the Programs Agreement). To the extent the amounts set forth in Table 3.0 for years 2022-2027 differ from the amounts set forth for those years in Exhibit H of the Programs Agreement (Commission Approved JCMs), the amounts set forth in Exhibit H shall govern.

Table 3.0:

| |
|---|
| I-REN Business Plan Program Approved Budgets (\$) |
|---|

| Category | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | Total |
|---------------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-------------------|
| Public Sector | | | | | | | |
| Administration | 628,819 | 619,172 | 662,939 | 707,457 | 707,457 | 707,457 | 4,033,301 |
| Marketing and outreach | 377,292 | 371,503 | 397,763 | 424,474 | 424,474 | 424,474 | 2,419,980 |
| Direct Implementation – non-incentive | 3,782,083 | 3,701,047 | 3,818,688 | 3,942,635 | 3,942,635 | 3,942,635 | 23,129,723 |
| Direct Implementation – incentives | 1,500,000 | 1,500,000 | 1,750,000 | 2,000,000 | 2,000,000 | 2,000,000 | 10,750,000 |
| Subtotal | 6,288,194 | 6,191,722 | 6,629,390 | 7,074,566 | 7,074,566 | 7,074,566 | 40,333,004 |

| | | | | | | | |
|---|------------------|------------------|------------------|------------------|------------------|------------------|-------------------|
| Workforce Education and Training | | | | | | | |
| Administration | 225,329 | 239,343 | 243,716 | 267,465 | 267,465 | 267,465 | 1,510,783 |
| Marketing and outreach | 135,198 | 143,606 | 146,230 | 160,479 | 160,479 | 160,479 | 906,471 |
| Direct Implementation – non-incentive | 1,892,768 | 2,010,477 | 2,047,218 | 2,246,706 | 2,246,706 | 2,246,706 | 12,690,581 |
| Direct Implementation – incentives | - | - | - | - | - | - | - |
| Subtotal | 2,253,295 | 2,393,426 | 2,437,164 | 2,674,650 | 2,674,650 | 2,674,650 | 15,107,835 |

| | | | | | | | |
|---------------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Codes and Standards | | | | | | | |
| Administration | 144,611 | 150,395 | 156,411 | 162,667 | 162,667 | 162,667 | 939,418 |
| Marketing and outreach | 87,766 | 90,237 | 93,847 | 97,600 | 97,600 | 97,600 | 564,650 |
| Direct Implementation – non-incentive | 1,214,730 | 1,263,320 | 1,313,852 | 1,366,407 | 1,366,407 | 1,366,407 | 7,891,123 |
| Direct Implementation – incentives | - | - | - | - | - | - | - |
| Subtotal | 1,446,107 | 1,503,952 | 1,564,110 | 1,626,674 | 1,626,674 | 1,626,674 | 9,392,191 |

| | | | | | | | |
|------|---------|---------|---------|---------|---------|---------|---------|
| EM&V | 114,441 | 115,604 | 121,810 | 130,349 | 130,349 | 130,349 | 742,902 |
|------|---------|---------|---------|---------|---------|---------|---------|

| | | | | | | | |
|--------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Total | 10,102,037 | 10,204,704 | 10,752,474 | 11,506,239 | 11,506,239 | 11,506,239 | 65,577,932 |
|--------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|

4. Claims and Payment.

- a) Upon receipt of funds from the CPUC (distributed by SoCalGas on behalf of the IOUs pursuant to the Programs Agreement) (the "CPUC Funds") for I-REN program activities, WRCOG will reimburse the MEMBER COGs, not to exceed the program budgets set forth in Table 3.0, for Allowable Costs, as described in Exhibit B, which is attached hereto and incorporated herein by reference, incurred for the express purpose of performing I-REN program activities and administration, pursuant to the following procedure. I-REN program activities shall be limited to funding as provided by the CPUC Funds. Under no circumstances shall WRCOG be required to provide its own funding for I-REN program activities performed in its role as the I-REN Administrative Lead COG.
- b) To obtain reimbursement from the CPUC Funds, a MEMBER COG shall submit to WRCOG a claim for reimbursement containing the following: (i) an invoice showing, at a minimum, the applicable Cost Category and Allowable Cost as described in Exhibit B, the amount of such cost and the date(s) such cost was incurred; (ii) all receipts, evidence of deliverables and other documentation reasonably necessary to substantiate the invoiced cost; (iii) a narrative report describing the I-REN program activity for which the cost was incurred; and (iv) any reports or other information required pursuant to Section 6 and Exhibit H of the Programs Agreement, which section and exhibit are incorporated herein by reference. A claim must be submitted no later than the last business day of the month after the month in which the cost was incurred; provided, however, that the Member COGs shall have until November 30, 2022, or 60 calendar days after the Member COGs have executed this MOA, whichever date is later, to submit claims for costs incurred from January 1 through September 30, 2022. Allowable labor costs shall comply with I-REN staff and contractor rates listed in Exhibit G of the Programs Agreement (Time & Materials Hourly Rate Schedule), which exhibit is incorporated herein by reference, as such rates are modified from time to time pursuant to the terms of the Programs Agreement.
- c) Upon receipt of a claim, WRCOG shall review the claim and determine whether the claim is complete and seeks reimbursement of Allowable Costs as described in Exhibit B. If the claim is incomplete, WRCOG shall return the claim to the MEMBER COG with an explanation of the reason(s) for incompleteness. If the claim is complete, WRCOG shall approve the claim to the extent the claim seeks reimbursement of Allowable Costs as described in Exhibit B and deny the claim as to the rest.
- d) WRCOG shall have 30 calendar days after submission of a claim by a MEMBER COG to review the claim for completeness. A claim shall be deemed approved if not returned to the MEMBER COG within this 30-day period.
- e) When a claim is approved or deemed approved, WRCOG will reimburse the MEMBER COG for the approved costs within 30 calendar days, to the extent that (i) WRCOG holds sufficient funds from the CPUC for reimbursement and (ii) the

MEMBER COG has not exhausted the amount set forth for the applicable category of costs for the applicable year in Table 3.0. WRCOG has no obligation to make a reimbursement under this MOA unless and until there are sufficient CPUC FUNDS available. WRCOG assumes no liability to any person or entity, including, but not limited to, a MEMBER COG, for any delay in the distribution of funds by CPUC (or SoCalGas on behalf of the IOUs pursuant to the Programs Agreement) to WRCOG.

5. Reporting. Each MEMBER COG shall adhere to common reporting requirements for I-REN programs as required by the CPUC. For WRCOG to compile information to meet reporting deadlines, each MEMBER COG shall provide WRCOG with all required reporting from the previous month, on or before the 28th calendar day of the month. In addition to these reporting requirements, each MEMBER COG shall provide regular updates regarding I-REN activities to their respective legislative bodies.

6. Termination/Breach.
 - a) WRCOG may terminate this MOA for convenience, provided that such termination is consistent with section 17.3 of the Programs Agreement and WRCOG provide one year's written notice prior to the date of termination. In the event that WRCOG provides notice to terminate this MOA for convenience, the MEMBER COGs agree to work together in good faith to assign WRCOG's responsibilities to another management agency. Such good faith efforts shall also include working with the CPUC in order to establish another management agency. In the event the MEMBER COGs are unable to identify and agree on another management agency to serve as Administrative Lead for Program Activities, or if the CPUC does not approve of a new Administrative Lead, this MOA shall be terminated. Additionally, this MOA may be terminated by an order, decision, or resolution of the CPUC.
 - b) CVAG and/or SANBAG may withdraw from this MOA, without cause by providing 60 days' notice to WRCOG. MEMBER COGs agree that monies for carrying out program activities for I-REN not fulfilled by a withdrawing MEMBER COG may be used, by WRCOG, in its sole discretion, to carry out program activities for the Inland Empire (Riverside and San Bernardino counties) region.
 - c) The MEMBER COGs agree that if a MEMBER COG materially breaches its obligations in carrying out program activities for I-REN or fails to cure any material breach of this MOA within 30 days of receipt of a notice of breach from WRCOG, then WRCOG may, in its sole discretion, serve written notice to the MEMBER COG that WRCOG intends to terminate this MOA as to the breaching MEMBER COG and thereafter, if the material breach is not timely and reasonably cured, terminate this MOA with the breaching MEMBER COG. Monies for activities not fulfilled by the breaching MEMBER COG may be used by WRCOG, in its sole discretion, to carry out program activities for the Riverside and San Bernardino counties region.

d) In the event that there is a disagreement as to the allegation of a material breach, the MEMBER COGS agree to enter into good faith negotiations via a dispute resolution process in order to resolve the disagreement. The dispute resolution process shall begin with a formal meeting among the management staff of the MEMBER COGS to resolve the dispute. If management staff is unable to resolve said disputes, the matter shall be escalated to the Executive Director level through a formal meeting between the Executive Directors of the MEMBER COGS. If the disagreement is not resolved at the Executive Director level, the matter will proceed through process as outlined in Section 6(c) of this MOA.

7. Authority. Each MEMBER COG represents and warrants that the person signing this MOA has legal authority to sign this MOA and bind that party.

8. Indemnification by each MEMBER COG. Notwithstanding any contrary provisions in sections 3.1 and 13.1 of the Programs Agreement, each MEMBER COG shall indemnify, defend and hold harmless the other MEMBER COGs and their respective officials, officers, directors, agents, and employees from and against any and all third-party liability (including damages, losses, claims, demands, actions, causes of action and costs, along with reasonable attorney fees and expenses) to the extent caused by the negligence and/or willful misconduct of the indemnifying MEMBER COG or its employees, subcontractors, or agents. The obligations of each MEMBER COG under this section shall survive the termination of this MOA.

Additionally, each MEMBER COG shall require all contractors and subcontractors performing I-REN program activities to indemnify, defend, and hold harmless the other MEMBER COGS and their respective officials, directors, agents, employees from and against 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 such indemnifying contractor or subcontractor, its officials, officers, employees, agents, consultants and contractors, arising out of or in connection with the performance of I-REN program activities, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses.

9. Insurance

a) Each MEMBER COG will maintain the following insurance coverage or self-insurance coverage, and shall require all contractors or subcontractors performing I-REN program activities to maintain this coverage, at all times during the term of this MOA, with companies having an A.M. Best rating of "A-, VII" or better, or equivalent:

i. Workers' Compensation: statutory minimum.

- ii. Employer's Liability coverage: \$1 million minimum.
 - iii. Commercial General Liability: \$2 million minimum per occurrence/\$4 million minimum aggregate. Such insurance shall acknowledge the IOUs and the other MEMBER COGs and their officers, agents and employees as additional insureds, contain standard cross-liability or severability of interest provisions, and waive all rights of subrogation against the IOUs and the other MEMBER COGs and their officers, agents, employees and other contractors or subcontractors.
 - iv. Commercial or Business Auto: \$1 million minimum. Such insurance shall acknowledge the IOUs and the other MEMBER COGs and their officers, agents and employees as additional insureds.
 - v. Professional Liability (if applicable): \$1 million minimum.
- b) Evidence of Insurance. Upon request at any time during the term of this MOA, each MEMBER COG shall provide evidence that its insurance policies and the insurance policies as provided in this section are in full force and effect and provide the coverage and limits of insurance that each MEMBER COG has represented and warranted herein to maintain at all times during the term of this MOA.
- c) Self-Insurance. If a MEMBER COG is self-insured, the MEMBER COG shall upon request forward documentation to the IOUs and/or to WRCOG that demonstrates to the IOUs' and WRCOG's satisfaction that the MEMBER COG self-insures as a matter of normal business practice. WRCOG will accept reasonable proof of self-insurance comparable to the above requirements.
- d) Notice of Claims. Each MEMBER COG shall immediately report to the IOUs and WRCOG, and promptly thereafter confirm in writing, the occurrence of any injury, loss or damage incurred by MEMBER COG or any subcontractor or their receipt of notice or knowledge of any claim by a third party of any occurrence related to the I-REN programs, the Programs Agreement and/or this MOA that might give rise to such a claim.
- e) Changes to Insurance Coverage. In the event a MEMBER COG, contractor or subcontractor requests modifications to the standard insurance coverage provided in Section 9(a) of this MOA, WRCOG, in its reasonable discretion, shall approve or disapprove such modifications.
- f) Insurance Indemnification. Notwithstanding any contrary provisions in section 14.5 of the Programs Agreement, if a MEMBER COG fails to comply with any of the provisions of this section, or to the extent each MEMBER COG does not require its subcontractors to maintain the insurance coverage specified in this section, each MEMBER COG shall, at its own cost, defend, indemnify, and hold harmless the IOUs and/or each MEMBER COG and their affiliates and their officers, directors, agents, employees, assigns, and successors in interest, from and against any and all liability, damages, losses, claims, demands, actions, causes of action, costs, including attorney fees and expenses, or any of them, arising out of

or in connection with the performance or non-performance of any I-REN program by each MEMBER COG or any subcontractor or their officers, directors, employees or agents to the extent that the IOUs and/or each other MEMBER COG would have been protected.

10. Limitation of Liability. Except for indemnification for third-party liability claims in accordance with Section 8 of this MOA, the liability of WRCOG to the other MEMBER COGs for WRCOG's acts or omissions as the I-REN Administrative Lead is limited to no more than the following: (1) for claims of nonpayment, the amount of the reimbursement due to each MEMBER COG pursuant to Section 4 of this MOA; (2) for all other claims, the amount of the reimbursement to each MEMBER COG pursuant to Section 4 of this MOA in the calendar year(s) in which the acts or omissions occurred.

11. Relationship of the Parties. The officers, employees and agents of each MEMBER COG are not and shall not be deemed to be the officers, employees, or agents of any other MEMBER COG. Notwithstanding anything contained in this MOA to the contrary, a MEMBER COG shall not be responsible for the performance or non-performance hereunder of any other MEMBER COG or whether such performance meets applicable legal and regulatory requirements, nor be obligated to remedy any other MEMBER COG's defaults or defective performance.

12. No Third-Party Beneficiary. This MOA is only for the benefit of the MEMBER COGs and not for the benefit of any third party.

13. Exhibits. In the event of an inconsistency between this MOA and the Exhibits as attached hereto, the MOA shall control.

14. Term. The term of this MOA commences October __, 2022 (with retroactive effect as of January 1, 2022, for submission of claims under section 4(b)), and expires December 31, 2027, unless sooner terminated pursuant to section 6.

15. Amendments. This MOA shall only be amended upon approval from the governing bodies of each of the MEMBER COGs. WRCOG shall only consent to amendments to Sections 3.1, 4.3, 7.13, 14.5, and 19.1 and Article XIII of the Programs Agreement upon approval from the governing bodies of each of the MEMBER COGs.

16. Use of MEMBER COG's or I-REN's Name: Notwithstanding any contrary provisions in Section 10.4 of the Programs Agreement, WRCOG must receive approval from an authorized representative of the MEMBER COGs if the IOUs desire to use the name or logo of an individual MEMBER COG,

IN WITNESS WHEREOF, the MEMBER COGs enter into this MOA.

WRCOG

SANBAG

By: _____
Kurt Wilson
WRCOG Executive Director

By: _____
Curt Hagman
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Steven DeBaun
General Counsel

By: _____
Juanda Daniel
Assistant General Counsel

CONCURRENCE:

By: _____

CVAG

By: _____
Tom Kirk
CVAG Executive Director

Date: _____

APPROVED AS TO FORM:

By: _____
Michael Jenkins
General Counsel

EXHIBIT A

Scope of Work

Task 1. Administration (Admin)

Admin activities include any actions necessary to support I-REN programs and ensure compliance with California Public Utilities Commission (CPUC) regulatory requirements. Admin activities include, but are not limited to, the following:

- Prepare, review, and submit reports and invoices
- Participate in CPUC regulatory activities (e.g., proceedings, rulemakings, workshops) either in person or via written comments

Task 2. Marketing, Education, and Outreach (ME&O)

ME&O activities include any communications activities designed to identify, reach, and motivate potential program participants to participate in a I-REN program. ME&O activities include, but are not limited to, the following:

- Development and deployment of marketing and outreach campaigns
- Preparation and distribution of explanatory mailers or other promotional materials
- Conducting or participating in outreach events
- Advertising, media, newspaper, website, and related marketing activities

Task 3. Direct Implementation (DI)

DI activities include any actions taken in the course of implementing I-REN programs related to program theory, planned program processes and direct interface with a program participant. DI activities include, but are not limited to, the following:

- Program planning, development, design, and implementation
- Development of program goals, budgets, and milestones
- Education and training of program participants and others (e.g., contractors, local governments)
- Providing program participant support and responding to participant inquiries (e.g., calls, emails, letters)
- Compiling and maintaining information (e.g., data, customer records) for program participants and projects

EXHIBIT B

Allowable Cost Categories

CPUC Allowable Costs Table¹

| Cost Categories | Allowable Costs |
|---------------------------------------|---|
| Administrative Cost Categories | Managerial and Clerical Labor |
| | IOU Labor - Clerical |
| | |
| | IOU Labor - Program Design |
| | IOU Labor - Program Development |
| | IOU Labor - Program Planning |
| | IOU Labor - Program/Project Management |
| | IOU Labor - Staff Management |
| | IOU Labor - Staff Supervision |
| | Subcontractor Labor - Clerical |
| | Subcontractor Labor - Program Design |
| | Subcontractor Labor - Program Development |
| | Subcontractor Labor - Program Planning |
| | Subcontractor Labor - Program/Project Management |
| | Subcontractor Labor - Staff Management |
| | Subcontractor Labor - Staff Supervision |
| | Human Resource Support and Development |
| | IOU Labor - Human Resources |
| | IOU Labor - Staff Development and Training |
| | IOU Benefits - Administrative Labor |
| | IOU Payroll Tax - Direct Implementation Labor ² |
| | IOU Payroll Tax - Marketing/Advertising/Outreach Labor ³ |
| | IOU Payroll Tax - Administrative Labor |
| | IOU Payroll Tax - Administrative Labor |
| | IOU Payroll Tax - Administrative Labor |
| | IOU Pension - Administrative Labor |
| | IOU Pension - Direct Implementation Labor |
| | IOU Pension - Marketing/Advertising/Outreach Labor |
| | Subcontractor Labor- Human Resources |
| | Subcontractor Labor - Staff Development and Training |
| | Subcontractor Benefits - Administrative Labor |
| | Subcontractor Benefits - Direct Implementation Labor |
| | Subcontractor Benefits - Marketing/Advertising/Outreach Labor |
| | Subcontractor Payroll Tax - Administrative Labor |
| | Subcontractor Payroll Tax - Direct Implementation Labor |
| | Subcontractor Payroll Tax - Marketing/Advertising/Outreach Labor |
| | Subcontractor Pension - Administrative Labor |
| | Subcontractor Pension - Direct Implementation Labor |
| | Subcontractor Pension - Marketing/Advertising/Outreach Labor |

| | |
|---|--|
| | Travel⁴ and Conference Fees⁵ |
| | IOU Conference Fees ⁶ |
| Administrative Cost Categories (Continued) | IOU Labor - Conference Attendance |
| | IOU Travel - Airfare |
| | IOU Travel - Lodging |
| | IOU Travel - Meals |
| | IOU Travel - Mileage |
| | IOU Travel - Parking |
| | IOU Travel - Per Diem for Misc. Expenses |
| | Subcontractor - Conference Fees |
| | Subcontractor Labor - Conference Attendance |
| | Subcontractor - Travel - Airfare |
| | Subcontractor - Travel - Lodging |
| | Subcontractor - Travel - Meals |
| | Subcontractor - Travel - Mileage |
| | Subcontractor - Travel - Parking |
| | Subcontractor - Travel - Per Diem for Misc. Expenses |
| | Overhead (General and Administrative) - Labor and Materials |
| | IOU Equipment Communications |
| | IOU Equipment Computing |
| | IOU Equipment Document Reproduction |
| | IOU Equipment General Office |
| | IOU Equipment Transportation |
| | IOU Food Service |
| | IOU Office Supplies |
| | IOU Postage |
| | IOU Labor - Accounting Support |
| | IOU Labor - Accounts Payable |
| | IOU Labor - Accounts Receivable |
| | IOU Labor - Administrative |
| | IOU Labor - Facilities Maintenance |
| | IOU Labor - Materials Management |
| | IOU Labor - Procurement |
| | IOU Labor - Shop Services |
| | IOU Labor - Transportation Services |
| | IOU Labor - Automated Systems |
| | IOU Labor - Communications |
| | IOU Labor - Information Technology |
| | IOU Labor - Telecommunications |
| | Subcontractor Equipment Communications |
| | Subcontractor Equipment Computing |
| Subcontractor Equipment Document Reproduction | |
| Subcontractor Equipment General Office | |
| Subcontractor Equipment Transportation | |
| Subcontractor Food Service | |
| Subcontractor Office Supplies | |
| Subcontractor Postage | |

| | |
|--|---|
| | Subcontractor Labor - Accounting Support |
| Administrative Cost Categories (Continued) | Subcontractor Labor - Accounts Payable |
| | Subcontractor Labor - Accounts Receivable |
| | Subcontractor Labor - Facilities Maintenance |
| | Subcontractor Labor - Materials Management |
| | Subcontractor Labor - Procurement |
| | Subcontractor Labor - Shop Services |
| | Subcontractor Labor - Administrative |
| | Subcontractor Labor - Transportation Services |
| | Subcontractor Labor - Automated Systems |
| | Subcontractor Labor - Communications |
| | Subcontractor Labor - Information Technology |
| | Subcontractor Labor - Telecommunications |
| Marketing/Advertising/Outreach Costs | IOU - Advertisements / Media Promotions |
| | IOU - Bill Inserts |
| | IOU - Brochures |
| | IOU - Door Hangers |
| | IOU - Print Advertisements |
| | IOU - Radio Spots |
| | IOU - Television Spots |
| | IOU - Website Development |
| | IOU Labor - Marketing |
| | IOU Labor - Media Production |
| | IOU Labor - Business Outreach |
| | IOU Labor - Customer Outreach |
| | IOU Labor - Customer Relations |
| | Subcontractor - Bill Inserts |
| | Subcontractor - Brochures |
| | Subcontractor - Door Hangers |
| | Subcontractor - Print Advertisements |
| | Subcontractor - Radio Spots |
| | Subcontractor - Television Spots |
| | Subcontractor - Website Development |
| | Subcontractor Labor - Marketing |
| | Subcontractor Labor - Media Production |
| | Subcontractor Labor - Business Outreach |
| | Subcontractor Labor - Customer Outreach |
| | Subcontractor Labor - Customer Relations |
| | Direct Implementation |
| Activity - Direct Labor | |
| IOU Labor - Curriculum Development | |
| IOU Labor - Customer Education and Training | |
| IOU Labor - Customer Equipment Testing and Diagnostics | |
| IOU Labor - Facilities Audits | |
| Subcontractor Labor - Facilities Audits | |
| Subcontractor Labor - Curriculum Development | |
| Subcontractor Labor - Customer Education and Training | |

| | | |
|--|--|----------------------|
| Direct Implementation (Continued) | Subcontractor Labor - Customer Equipment Testing and Diagnostics | |
| | Installation and Service - Labor | |
| | IOU Labor - Customer Equipment Repair and Servicing | |
| | IOU Labor - Measure Installation | |
| | Subcontractor Labor - Customer Equipment Repair and Servicing | |
| | Subcontractor Labor - Measure Installation ⁷ | |
| | Direct Implementation Hardware and Materials | |
| | IOU Audit Applications and Forms | |
| | IOU Direct Implementation Literature | |
| | IOU Education Materials | |
| | IOU Energy Measurement Tools | |
| | IOU Installation Hardware | |
| | Subcontractor - Direct Implementation Literature | |
| | Subcontractor - Education Materials | |
| | Subcontractor - Energy Measurement Tools | |
| | Subcontractor - Installation Hardware | |
| | Subcontractor -Audit Applications and Forms | |
| | Rebate Processing and Inspection - Labor and Materials | |
| | IOU Labor - Field Verification | |
| | IOU Labor - Site Inspections | |
| | IOU Labor - Rebate Processing | |
| | IOU Rebate Applications | |
| | Subcontractor Labor - Field Verification | |
| | Subcontractor Labor - Rebate Processing | |
| | Subcontractor - Rebate Applications | |
| | Evaluation, Measurement and Verification | IOU Labor - EM&V |
| | | IOU Materials - EM&V |
| | IOU Benefits - EM&V Labor | |
| | IOU Overhead - EM&V | |
| | IOU Payroll Tax - EM&V Labor | |
| | IOU Pension - EM&V Labor | |
| | IOU Travel - EM&V | |
| | Subcontractor Labor - EM&V | |
| | Subcontractor Materials - EM&V | |
| | Subcontractor Benefits - EM&V Labor | |
| | Subcontractor Overhead - EM&V | |
| | Subcontractor Payroll Tax - EM&V Labor | |
| | Subcontractor Pension - EM&V Labor | |
| | Subcontractor Travel - EM&V | |
| <p>The budget/cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer funded energy efficiency work. If a utility finds that they or one of their contractors/program implementers have additional costs, the utility will obtain approval for that cost from the CPUC's Energy Division. Energy Division will determine whether that cost fits an existing category or cost item and whether it is an acceptable cost item. Upon ED approval, new cost items will be added to the Allowable Costs sheet and included in an updated reporting workbook. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item.</p> | | |

¹ The CPUC Allowable Costs Table, dated 1/12/2006, was issued by Administrative Law Judge (ALJ) Meg Gottstein on 2/21/2006 as an Appendix to R.01-08-028, her ALJ Ruling on Reporting Requirements [for utility EE programs]. The Table is applicable to Utilities, Local Government Partnerships, and Third-Party Implementers.

² Correction made to Allowable Costs Table line item. The original line item read, "IOU Payroll Tax – Administrative Labor," which was a repeat of the previous line and a typographical error. The clear intent of the line item was, "IOU Payroll Tax – Direct Implementation Labor."

³ Correction made to Allowable Costs Table line item. The original line item read, "IOU Payroll Tax – Administrative Labor," which was a repeat of the previous line and a typographical error. The clear intent of the line item was, "IOU Payroll Tax – Marketing/Advertising/Outreach Labor,"

⁴ Employees should refer to the Edison International Travel & Employee Expense Policy (link provided in §5.2 of this Policy) for general guidance on the appropriateness of and limitations on travel expenses.

⁵ For additional guidance and clarification on EE Travel and Conference Fees, see Item No. 2 on Page 2 of Attachment A and Item No. 4 on Page 2 of Attachment B.

⁶ Per Item No. 2 on Page 2 of Attachment A and Item No. 4 on Page 2 of Attachment B, "IOU sponsorships of EE conferences (i.e., "platinum" "gold" level donations) be [are] explicitly prohibited from inclusion in EE"

⁷ Correction made to Allowable Costs Table line item. The original line item read, "Subcontractor Labor – Customer Equipment Repair and Servicing," which was a repeat of the previous line and a typographical error. The clear intent of the line item was, "Subcontractor Labor – Measure Installation."

EXHIBIT C

I-REN Governance and Operations Charter

Inland Regional Energy Network (I-REN)

Governance and Operations Charter

Last Updated: October __, 2022

Purpose of Charter:

To provide the Inland Regional Energy Network (I-REN) member Councils of Governments (MEMBER COGs) and their staff with a simple and flexible governance and operations framework that:

- Defines roles and responsibilities, and delineates scopes of authority of the MEMBER COGs, I-REN Executive Committee, Administrative Lead COG, Program Managers, and Program Teams;
- Establishes processes and channels for effective and transparent communication and decision making; and
- Accommodates future expansion of programs and capacity to scale.

Overview of I-REN:

I-REN is a consortium of Coachella Valley Association of Governments (CVAG), San Bernardino Associated Governments (SANBAG), and Western Riverside Council of Governments (WRCOG), who have joined together to establish locally administered, designed, and delivered energy efficiency programs. I-REN’s current portfolio of programs, as authorized by the California Public Utilities Commission (CPUC), includes:

- Workforce Education and Training (WE&T)
- Codes and Standards (C&S)
- Public Sector

I-REN’s overall Administrative Lead COG is WRCOG. Each individual program in I-REN’s portfolio is administered by one or more Program Lead COGs based on their existing expertise, interest, and knowledge of the region. One representative from each Program Lead COG is selected - by the Program Lead COG - to be the Program Manager. Each program has a Program Team, including at least one representative from each member COG.

The table below showing I-REN’s initial staffing is included to illustrate the above:

| Sector | Program Lead COG(s) | Program Manager | Program Team Member Titles |
|---------------|---------------------|---|--|
| Public Sector | SANBAG and WRCOG | SANBAG Program Manager – co-lead WRCOG Program Manager – co-lead | CVAG – Program Manager/Mgmt. Analyst SANBAG – Program Manager/Mgmt Analyst WRCOG – Program |

| | | | |
|-----------------------------------|------------------|--|--|
| | | | Manager/Mgmt. Analyst Consultant support |
| Workforce, Education and Training | SANBAG and WRCOG | SANBAG Program Manager– co-lead WRCOG Program Manager – co-lead | CVAG – Program Manager/Mgmt. Analyst SANBAG – Program Manager/Mgmt Analyst WRCOG – Program Manager/Mgmt. Analyst Consultant support |
| Codes and Standards | CVAG | CVAG Program Manager | CVAG – Program Manager/Mgmt. Analyst SANBAG – Program Manager/Mgmt Analyst WRCOG – Program Manager/Mgmt. Analyst Consultant support |

* *Program Team members are encouraged to attend other meetings to facilitate coordination and learn about other program activities. Staff only involved in some program services or activities are included as Program Team members.*

Governance and Operations:

I-REN’s governance and operations framework consists of four main roles. Each role is listed below with its associated responsibilities and scopes of authority, as well as any relevant processes and channels intended to promote and enhance effective and transparent communication and decision making.

1. **I-REN Executive Committee:** I-REN is governed by an Executive Committee on which each MEMBER COG will have three votes. Each COG’s governing board will determine how its voting power will be exercised, including the number of representatives it will have on the Executive Committee and whether its representatives will be elected officials, staff members, or a combination of elected officials and staff members. Decisions will be made based on majority of the total votes cast on a matter, with each MEMBER COG having its full three votes independent of the number of its representatives present at the meeting.

The I-REN Executive Committee has final responsibility to make all executive decisions including:

- Establishing portfolio-level strategy and overall I-REN prioritization;
- Establishing and managing portfolio-level budgets;
- Addressing and resolving high-level programmatic concerns and issues such as program design, branding and marketing, strategy, procurement, and consulting support;

- Authorizing responses to relevant CPUC regulatory filings, inquiries, data requests, etc.
- Authorizing procurements above the threshold set in the procurement policy to be established by the I-REN Executive Committee.

2. **I-REN Administrative Lead COG:** WRCOG will serve as the fiscal agent, purchasing and contracting manager and primary regulatory contact manager for I-REN and as such is responsible as I-REN Administrative Lead COG for administering I-REN on a day-to-day basis in accordance with the Memorandum of Agreement for the 2022-2027 Inland Regional Energy Network (I-REN) dated October __, 2022, as the same may be amended from time to time, to which this Charter is an exhibit. WRCOG's administrative responsibilities include:

- Submitting monthly invoices to SoCalGas, I-REN's CPUC appointed Investor-Owned Utility (IOU) fiscal agent;
- Reporting to the CPUC on monthly, quarterly, and annual basis;
- Coordinating with CPUC Energy Division staff; and filing required regulatory submissions;
- Participating on the California Energy Efficiency Coordinating Committee (CAEECC);
- Managing all procurement and contracts;
- Providing oversight of budgets, expenses, and reimbursements;
- Coordinating with IOU leads for all regulatory requirements.
- Scheduling and drafting agendas for the I-REN Executive Committee, with input from the Program Managers.

WRCOG's Executive Director shall have the authority to take actions and execute agreements on behalf of WRCOG as the I-REN Administrative Lead COG following the approval of such actions and agreements as may be required by the I-REN Executive Committee in accordance with the procurement policy to be established by it referred to above.

3. **Program Managers:** As noted above, one representative from each Program Lead COG is selected - by the Program Lead COG - to be the Program Manager. Program Manager responsibilities include:

- Serving as the primary point of contact for all program-specific interactions with consultants and implementers. This includes project initiation, planning, execution, and monitoring and review. Project initiation will include gathering input from program team members. Intermediate deliverables at established milestones will also be distributed for Program Team member comment as appropriate;
- Recommending overall program decisions to the I-REN Executive Committee;
- Making program decisions to implement and operate the programs;
- Participating in local and state industry webinars, conferences and events, researching other similar programs, sharing and leveraging best practices to inform program design;
- Developing relationships with and understanding the needs of program stakeholders in all three COG subregions;
- Establishing a working group of such stakeholders to provide regular input to the Program Manager on the administration of the program;
- Coordinating with other Regional Energy Networks and IOUs regarding program design and delivery to enhance program performance and achieve mutual objectives;
- Developing and presenting program design and implementation strategies consistent with the Implementation Plan for Program Team member input and approval;

- Developing and updating annual Strategic Action Plans and work plans; and establishing and communicating program-level roles and priorities;
- Delegating tasks as appropriate to Program Team members;
- Managing program-level performance and providing program-level reporting to the I-REN Administrative Lead COG;
- Managing program-level budget;
- Scheduling and drafting agendas for Program Team meetings; sending agenda at least 24 hours prior to meeting; and sending meeting notes and action items within 24 hours after the meeting;
- Supporting CPUC regulatory filings (e.g. metrics) as necessary; and
- Coordinating and communicating with the I-REN Executive Committee, including preparing staff reports for the I-REN Executive Committee meetings.

4. **Program Teams:** Each I-REN program has a Program Team including at least one representative from each member COG as well as consultants and/or technical assistance providers. Program Team member responsibilities include:

- Developing relationships with and understanding the needs of stakeholders within the Program Team member’s subregion;
- Taking primary accountability for program implementation and operation within the Program Team member’s subregion, as directed by the Program Manager;
- Providing input and/or alternative suggestions for program design and implementation strategies presented by the Program Manager;
- Completing tasks and action items delegated by the Program Manager within the timeframe allotted;
- Understanding defined program-level roles and priorities and communicating with the Program Manager if and when clarification is needed;
- Identifying and communicating programmatic concerns and issues that warrant the consideration of the I-REN Executive Committee; and
- Attending and actively participating in weekly or bi-weekly Program Team meetings.

Inland Regional Energy Network (I-REN) Meetings

To further promote and enhance effective and transparent communication and decision-making, critical meetings with pre-established frequency and with invitations sent to all pertinent members have been identified and detailed in the matrix below. Each of the meetings has been previously referenced as a responsibility under each of the aforementioned roles.

| Meeting Type | Frequency | Mode | Time |
|--------------------------------------|---------------------------------|---------------------|------|
| I-REN Executive Committee | Quarterly | In-Person / Virtual | TBD |
| Program Team / Member COG All-Staff* | Bi-Weekly (or Weekly as needed) | Virtual | TBD |

*Member COG All-Staff meetings are meant to drive program implementation and resolve operational issues.

The I-REN Executive Committee is subject to the Brown Act. Meeting information will be generated and distributed in a manner consistent with the requirements of the Brown Act.

If a Program Manager or Program Team member is not present at meetings, it is such person's responsibility to review shared meeting notes and deliver assigned action items. All I-REN related meetings, events or related travel shall include an invitation to XX@IREN.gov.

Attachment

I-REN Program Agreement

**INLAND REGIONAL ENERGY NETWORK
ENERGY EFFICIENCY
PROGRAMS AND BUDGETS AGREEMENT
FOR YEARS 2022-2027**

THIS INLAND REGIONAL ENERGY NETWORK – ENERGY EFFICIENCY PROGRAMS AND BUDGETS AGREEMENT FOR YEARS 2022-2027 (hereinafter, and as further defined below, the “Programs Agreement”) is entered into and made effective, subject to Section 7.13, as of [CURRENT DATE], 2022 (the “Effective Date”), by and among:

The Western Riverside Council of Governments (the “WRCOG”), a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 et. seq.) (the “Act”) and that certain Joint Power Agreement entered into on [April 1, 1991], as amended from time to time (the “WRCOG JPA”), by and among the WRCOG Agencies (as defined in Section 2.21) on behalf of itself as well as in its capacity as the I-REN Authorized Agent (as defined in recital R3.); and

Southern California Gas Company (“SoCalGas”), an investor-owned, California public utilities corporation, with its principal place of business in Los Angeles, California, and a wholly owned subsidiary of Sempra Energy, a California Corporation; and

Southern California Edison (“SCE”), an investor-owned, California public utilities corporation, with its principal place of business in Rosemead, California, and a wholly owned subsidiary of Edison International, a California corporation; and

For purposes of Sections 3.1, 4.3, 7.13, 14.5, 18.2 and 19.1 and Articles XIII and XVI, as well as Exhibits C and D only, the Coachella Valley Association of Governments (the “CVAG”), a joint exercise of powers authority established pursuant to the Act and that certain Joint Power Agreement entered into on or about November 1973, as amended from time to time (the “CVAG JPA”), by and among the CVAG Agencies (as defined in Section 2.8); and

For purposes of Sections 3.1, 4.3, 7.13, 14.5, 18.2, and 19.1 and Articles XIII and XVI, as well as Exhibits C and D only, the San Bernardino Associated Governments (the “SANBAG”), a joint exercise of powers authority established pursuant to the Act and that certain Joint Power Agreement entered into on June 8, 1973, as amended from time to time (the “SANBAG JPA”), by and among the SANBAG Agencies (as defined in Section 2.17).

RECITALS

R1. On February 26, 2021, the WRCOG filed a motion with the Commission to recognize the consortium of the WRCOG, the CVAG and the SANBAG (collectively, the “Constituent COGS”) as a regional energy network (a “REN”) (as originally introduced by the Commission in its decision, *Decision Providing Guidance on 2013-2014 Energy Efficiency Portfolios and 2012 Marketing, Education and Outreach* (D.12-05-015)) to be known as, the Inland Regional Energy Network (the “I-REN”), and to approve the I-REN’s proposed energy efficiency rolling portfolio business plan and budget (the “Business Plan & Budget”) concerning the proposed program areas and certain administrative costs associated therewith incorporated into such motion, as further described herein. This motion was made in accordance with various decisions of the Commission, including *Decision Re Energy Efficiency Goals for 2016 and Beyond and Energy Efficiency Rolling Portfolio Mechanics* (D.15-10-028), *Decision Providing Guidance for Initial Energy Efficiency Rolling Portfolio Business Plan Filings* (D.16-08-019), *Decision Addressing Energy Efficiency Business Plans* (D.18-05-041), and *Decision Regarding Frameworks for Energy Efficiency Regional Energy Networks and Market Transformation* (D.19-12-021).

R2. On November 22, 2021, the Commission issued its decision, *Approval of Inland Regional Energy Network Energy Efficiency Business Plan* (D.21-11-013) (the “Decision”), pursuant to which, among other

things, the Commission (i) approved the I-REN as a REN and as a full energy efficiency program administrator, (ii) approved the Business Plan & Budget by authorizing energy efficiency funding in the aggregate amount of Sixty-Five Million Five Hundred Seventy-Seven Thousand Nine Hundred Thirty-Two Dollars and Zero Cents (\$65,577,932.00) for the years 2022 through 2027, (iii) appointed SoCalGas to serve as the fiscal and contracting agent utility for the I-REN, and (iv) instructed SoCalGas and SCE to coordinate administratively with respect to the collection and distribution of electric funds supporting the I-REN's activities.

R3. Pursuant to that certain Memorandum of Agreement (the "MOA") (including the I-REN Governance and Operations Charter attached as Exhibit C thereto and incorporated therein by reference), dated as of [_____] **[TO BE DATED PRIOR TO THIS PROGRAMS AGREEMENT]**, 2022, by and among the Constituent COGS, and in accordance with Section 3.1, the Constituent COGS, by and through each of their respective executive committees, have agreed, adopted and approved that the WRCOG be the authorized Administrative Lead COG, fiscal agent, purchasing and contracting entity, and the primary regulatory contact manager for the I-REN as well as the authorized agent for and on behalf of the Constituent COGS under this Programs Agreement (the WRCOG, acting in such capacity and performing such roles is referred to herein as, the "I-REN Authorized Agent").

AGREEMENT

In consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, each of the WRCOG, on behalf of itself and the Constituent COGS, SCE and SoCalGas agree as follows:

**ARTICLE I
Documents**

Section 1.1 This base document (including its Recitals) along with the Exhibits expressly listed below, as well as any documents expressly incorporated herein, collectively form, and are referred to throughout and hereinafter as, the "Programs Agreement." The Parties intend that this Programs Agreement be read and interpreted as a single and unified document, without giving interpretive precedence to where a provision is located in the Programs Agreement. The Exhibits are as follows:

Exhibit A-1: the I-REN Public Sector Program Implementation Plan (a copy of which has been filed with CEDARS and updated from time to time).

Exhibit A-2: the I-REN Workforce Education and Training Program Implementation Plan (a copy of which has been filed with CEDARS and updated from time to time).

Exhibit A-3: the I-REN Codes & Standards Program Implementation Plan (a copy of which has been filed with CEDARS and updated from time to time).

- Exhibit B Maximum Contract Sum and IOU Maximum Contribution
- Exhibit C Security Incident Response Provision
- Exhibit D Computing System and Security Review and Obligations
- Exhibit E Monthly Invoicing and Reporting Requirements
- Exhibit F Energy Efficiency Policy Manual Version 6, April 2020
- Exhibit G Time & Materials Hourly Rate Schedule
- Exhibit H Commission Approved JCMs

Exhibit I The MOA (including the Charter)

Exhibit J Program Coordinating Committees [*TBD*]

Exhibit K Description of I-REN Service Territory [*TBD*] [**MAP OF 3 COG'S JURISDICTIONS TO BE PROVIDED**]

Section 1.2 This Programs Agreement constitutes the complete and exclusive statement of understanding among the Parties and supersedes any previous agreements, amendments, written or oral, and all communications among the Parties relating to the subject matter herein. To the extent that there is any conflict of, or inconsistency in, interpretation between this Programs Agreement and the Decision (or any other decision of the Commission), the Decision (or such decision of the Commission) shall be given interpretive priority. To the extent that there is a direct and explicit conflict between the body of the Programs Agreement and the Implementation Plan, as approved by the Commission, the Implementation Plan shall control. Captions and Section headings used in this Programs Agreement are for convenience only and are not intended to be used in interpreting this Programs Agreement.

ARTICLE II Definitions

The terms and phrases in this Article 2, in quotes and with initial letter(s) capitalized, shall have the meanings set forth below whenever used in this Programs Agreement.

Section 2.1 “Administrative Lead COG” means WRCOG serving in its capacity as the fiscal agent, purchasing and contracting manager and primary regulatory contract manager for I-REN.

Section 2.2 “Authorized Work” means any and all goods, services, materials and deliverables and related obligations to be performed and undertaken by an administrator or implementor of an I-REN Program, pursuant to a contract between a Subcontractor (or Third-Party Contractor), on the one hand, and an I-REN Constituent Agency, on the other hand, as approved by the WRCOG, in its capacity as the I-REN Authorized Agent, in conformance with an Implementation Plan, this Programs Agreement and the Decision or as otherwise authorized by the Commission.

Section 2.3 “Business Day” is the measurement period of time, for purposes of this Programs Agreement, from one midnight to the following midnight, excluding Saturdays, Sundays, and holidays.

Section 2.4 “Calendar Day” is the measurement period of time, for purposes of this Programs Agreement, from one midnight to the following midnight, including Saturdays, Sundays, and holidays. Unless otherwise specified, all days in this Programs Agreement are Calendar Days.

Section 2.5 “CEDARS” means the California Energy Data and Reporting System.

Section 2.6 “CFA” means that certain Co-Funding Agreement, dated as of the Effective Date, by and between SCE and SoCalGas, pursuant to which SCE and SoCalGas have agreed to work together to coordinate administratively with respect to the collection and distribution of utility rate-payer funds supporting the I-REN’s activities and to appoint SoCalGas as the lead fiscal and contracting agent utility for the I-REN.

Section 2.7 “Commission” means the California Public Utilities Commission.

Section 2.8 “CVAG Agencies” means, collectively, the following member, local government

agencies and tribal governments of the CVAG as of the Effective Date (which may thereafter change from time to time): the County of Riverside, the City of Coachella, the City of Indio, the City of La Quinta, the City of Indian Wells, the City of Palm Desert, the City of Rancho Mirage, the City of Cathedral City, the City of Palm Springs, the City of Desert Hot Springs, the City of Blythe, the Agua Caliente Band of Cahuilla Indians, the Cabazon Band of Mission Indians, the Torres Martinez Tribe and the Twenty-Nine Palms Band of Mission Indians; “CVAG Agency” means any individual member, local government agency or and tribal government thereof.

Section 2.9 “Customer” or “Customers” means, whether singular or plural, whether residential, commercial or otherwise, those persons or entities receiving electrical service from SCE (i.e., electric utility ratepayers) or natural gas service from SoCalGas (i.e., natural gas utility ratepayers), who pay the ‘public goods charge,’ pursuant to Section 381 of the California Public Utilities Code, or the ‘gas surcharge,’ pursuant to the Sections 890-900 of the California Public Utilities Code, respectively, in each case, for public purposes programs, including energy efficiency programs approved by the Commission.

Section 2.10 “EM&V Activities” means those evaluation, measurement and verification activities undertaken by the I-REN or any I-REN Constituent Agency, including data collection, Commission evaluation activities, as well as process, market and sector analysis for I-REN Program planning and implementation pursuant to the Decision and other Commission requirements.

Section 2.11 “Incentive” has the meaning used in the Commission’s Energy Efficiency Policy Manual, Version 6, April 2020, as may be supplemented or updated from time to time.

Section 2.12 “Implementation Plan” means the document filed by the WRCOG on behalf of I-REN and approved by the Commission, which addresses the design and implementation of the work and activities of one or more I-REN Programs, including the description of the I-REN’s implementation strategies and tactics, program processes, program targets and deliverables conforming to the Decision or other written Commission decisions or directives, and attached to this Programs Agreement as one of its Exhibit As. For future Implementation Plan amendments and updates, once the Commission has approved the revised Implementation Plan, such approved Implementation Plan shall be attached as an Exhibit A and shall be automatically incorporated herein. Any subsequent changes or modifications by the Commission to an Implementation Plan shall also be automatically incorporated into and attached as an Exhibit A and shall be incorporated herein. As between Implementation Plans, the most recent Commission-approved Implementation Plan shall be controlling.

Section 2.13 “I-REN Constituent Agencies” means, collectively, the Constituent COGS, the WRCOG Agencies, the CVAG Agencies and the SANBAG Agencies; “I-REN Constituent Agency” means any individual member, local government agency(ies) thereof (including any constituent agency of the same).

Section 2.14 “JCM” means those certain Joint Cooperation Memorandums to be jointly filed with the Commission annually by the Parties as a Tier 2 Advice Letter pursuant to the Decision and as approved by the Commission during the term of this Program Agreements, as may be amended and updated from time to time.

Section 2.15 “Parties” means, collectively, the WRCOG, SCE and SoCalGas. CVAG and SANBAG have executed this Programs Agreement only for purposes of agreeing to Sections 3.1, 4.3, 7.13, 14.5, 18.2 and 19.1 and Sections XIII and XVI hereof, but are otherwise not considered Parties hereto; “Party” means, individually, each of the WRCOG, SCE or SoCalGas.

Section 2.16 “Program Expenditures” means actual (i.e., no mark-up for profit, administrative or other indirect costs), reasonable expenditures by any of the I-REN Constituent Agencies in solely targeted and direct support of an I-REN Program or Commission-approved EM&V Activity.

Section 2.17 “SANBAG Agencies” means, collectively, the following member, local government agencies of the SANBAG as of the Effective Date (which may thereafter change from time to time): the County of San Bernardino, the Town of Apple Valley, the City of Adelanto, the City of Barstow, the City of Big Bear Lake, the City of Chino, the City of Chino Hills, the City of Colton, the City of Fontana, the City of Grand Terrace, the City of Hesperia, the City of Highland, the City of Loma Linda, the City of Montclair, the City of Needles, the City of Ontario, the City of Rancho Cucamonga, the City of Redlands, the City of Rialto, the City of San Bernardino, the City of Twentynine Palms, the City of Upland, the City of Victorville, the City of Yucaipa and the Town of Yucca Valley; “SANBAG Agency” means any individual member, local government agency thereof. Notwithstanding the foregoing, the Party’s agree that the Utilities will only have to recognize those constituents of the SANBAG Agencies (and any Authorized Work relating thereto) that comport in all respects with the Decision and its reference to the “San Bernardino Council of Governments.”

Section 2.18 “Subcontractor” means a person or an entity (or any subcontractor thereof) contracting directly with any of the I-REN Constituent Agencies to furnish services or materials as part of or directly related to an I-REN Program and this Programs Agreement.

Section 2.19 “Third-Party Contractor” is a person or an entity participating in any of the I-REN Programs to furnish services or materials as part of or directly related to an I-REN Program. To be a Third-Party Contractor, the following conditions must be met: (1) the person or entity is not an employee, Subcontractor, or agent of any I-REN Constituent Agency, (2) the person or entity does not have a contractual relationship with any I-REN Constituent Agency relating to any of the I-REN Programs, and (3) the person or entity’s participation in the I-REN Programs is not controlled, directly or indirectly, by any I-REN Constituent Agency.

Section 2.20 “Utility” means SCE or SoCalGas, individually; “Utilities” means SCE and SoCalGas, collectively.

Section 2.21 “WRCOG Agencies” means, collectively, the following member, local government agencies of the WRCOG as of the Effective Date (which may thereafter change from time to time): The County of Riverside , the City of Banning, the City of Beaumont, the City of Calimesa, the City of Canyon Lake, the City of Corona, the City of Eastvale City of Hemet, the City of Jurupa Valley, the City of Lake Elsinore, the City of Menifee, the City of Moreno Valley, the City of Murrieta, the City of Norco City of Perris, the City of Riverside, the City of San Jacinto, the City of Temecula, the City of Wildomar, the Eastern Municipal Water District, the Western Municipal Water District, and the Riverside County Superintendent of Schools; “WRCOG Agency” means any individual member, local government agency thereof.

ARTICLE III
I-REN Authorized Agent and I-REN Programs

Section 3.1 Appointment of I-REN Authorized Agent.

(a) By the approval of this Programs Agreement by each of the Constituent COGS, and in accordance with the MOA, each of the Constituent COGS hereby irrevocably appoints and constitutes the WRCOG as its respective exclusive agent, proxy and attorney-in-fact, with full power of substitution, to act on behalf of the Constituent COGS for the purposes specified herein (including the Recitals hereto) as the I-REN Authorized Agent including the full power and authority to act on the Constituent COGS behalf with respect to this Programs Agreement as well as the I-REN and the I-REN

Programs, including, without limitation, to act as the I-REN's authorized Administrative Lead COG, fiscal agent, purchasing and contracting entity, and primary regulatory contact manager, and to bind the Constituent COGS to the rights and obligations described herein. The Constituent COGS, by approving this Programs Agreement, further agree that such exclusive agency, proxy and attorney-in-fact and the powers and immunities granted to the I-REN Authorized Agent hereunder (i) are coupled with an interest, are therefore irrevocable without the consent of the I-REN Authorized Agent, and (ii) shall be binding upon the successors, heirs, executors, administrators and legal representatives of each of the Constituent COGS and shall not be affected by, and shall survive, the bankruptcy, dissolution or liquidation of any of the I-REN Constituent Agencies.

(b) All decisions, actions, consents and instructions by the I-REN Authorized Agent shall be binding upon all of the Constituent COGS, and none of the Constituent COGS shall have the right to object to, dissent from, protest or otherwise contest any such decision, action, consent or instruction. The Utilities shall be entitled to rely on any decision, action, consent or instruction of the I-REN Authorized Agent as being the decision, action, consent or instruction of the Constituent COGS, and each of the Utilities are hereby relieved from any liability to any person for acts done by them in accordance with any such decision, act, consent or instruction.

(c) The I-REN Authorized Agent shall have such powers and authority as are necessary to carry out the functions assigned to it under this Programs Agreement. Without limiting the generality of the foregoing, the I-REN Authorized Agent shall have full power, authority and discretion to: (i) consummate the transactions contemplated by this Programs Agreement; (ii) negotiate disputes arising under, or relating to, this Programs Agreement; (iii) receive and disburse the payments it receives from SoCalGas pursuant to Section 7.6, whether to Third-Party Contractors, Subcontractors, the I-REN Constituent Agencies or otherwise; (iv) withhold any amounts received under this Programs Agreement or otherwise to satisfy any and all obligations or liabilities incurred by the I-REN Authorized Agent in the performance of its duties hereunder; (v) execute and deliver any amendment or waiver to this Programs Agreement (without the prior approval of the other Constituent COGS); and (vi) take all other actions to be taken or refrain from taking such action by or on behalf of the Constituent COGS in connection with this Programs Agreement.

(d) By the approval of this Programs Agreement and the MOA, each of the Constituent COGS hereby, severally, but not jointly, agrees to indemnify and hold harmless the I-REN Authorized Agent and its partners, managers, officers, agents and other representatives from and against any losses, liabilities, costs, claims, damages, expenses (including reasonable attorneys' fees and costs of other skilled professionals and in connection with seeking recovery from insurers), judgments, fines and amounts incurred by such persons arising out of actions taken or omitted to be taken by the WRCOG when acting in the capacity as the I-REN Authorized Agent except for those arising out of the WRCOG's gross negligence or willful misconduct.

(e) The Constituent COGS agree not to amend or modify the MOA without the written prior consent of the Utilities to the extent such amendment or modification would cause any of the Constituent COGS to be in breach of this Programs Agreement or otherwise adversely affect the obligations of any of the Constituent COGS, or the rights of the Utilities, hereunder.

Section 3.2 The I-REN's goal is to connect residents, businesses, and local governments to a wide range of energy efficiency resources to increase energy savings and equitable access throughout San Bernardino and Riverside counties. In order to achieve this goal, pursuant to and in accordance with this Programs Agreement, the Decision, other Commission decisions, the Commission approved Business Plan & Budget, the JCM, and the applicable Implementation Plans, the WRCOG, acting as the I-REN Authorized Agent, shall implement the following I-REN programs (collectively, as approved by the Commission, the "I-REN Programs," and each, individually, an "I-REN Program"):

(a) I-REN Public Sector Program. The goal of this I-REN Program is to build capacity and knowledge in order to enable local governments to effectively leverage energy efficiency services

and to demonstrate best practices in accordance with the I-REN Public Sector Program Implementation Plan. This I-REN Program will serve the I-REN Constituent Agencies, including cities, school districts, water districts, special districts, and tribal communities. This I-REN Program will target, but not be limited to, upgrades to existing public buildings and facilities with high energy use and older equipment. There will also be a focus on community-serving buildings such as community centers, libraries, senior centers, schools, and fire and police buildings. Through energy efficiency projects in these facilities, I-REN can provide benefits to disadvantaged, low income, and other vulnerable communities where these facilities serve as cooling centers offering protection from the region's extreme heat. This I-REN Program provides a range of offerings and services that include, but are not limited to, technical assistance and strategic energy planning, including a public building NMEC program, a resource program.

(b) I-REN Codes & Standards Program. The goal of this I-REN Program is to work closely with local building departments and the building industry to support, train, and enable long-term streamlining of energy code compliance in accordance with the I-REN Codes & Standards Program Implementation Plan. This I-REN Program will assist its local government agencies to better understand and enforce energy building codes and will also assist its local government agencies in development and implementation of reach codes and model ordinances. This I-REN Program will support the Inland Empire region's building industry to better conform to and implement the building codes. This I-REN Program could include but is not limited to identifying gaps in code compliance and working with the statewide IOU C&S Program to ensure that CAEECC-vetted, statewide and consistent support is provided to their constituents. The I-REN will leverage opportunities to support code compliance and enforcement to ensure that the staffs of local government building departments have adequate knowledge and awareness of energy-savings measures.

(c) I-REN Workforce Education & Training Program. The goal of this I-REN Program is to ensure that there is a trained workforce to support and realize energy efficiency savings goals across sectors in accordance with the I-REN Workforce Education and Training Program Implementation Plan. This I-REN Program will serve as a vital link between workforce skills and training providers such as community colleges and employers to build a more robust market and increase the number of skilled energy efficiency contractors in Inland Empire region. The Program will promote job market recovery and progress toward statewide goals regarding energy efficiency, air quality, and support for hard-to-reach, underserved, rural, tribal, and disadvantaged communities. This I-REN Program intends to create a robust local network of trainings to increase capacity, knowledge and awareness of energy efficiency and the number of skilled energy efficiency workers in the Inland Empire region.

(d) Subject to Article IV, including any changes that would directly or indirectly modify any material provision of this Programs Agreement, any future energy efficiency programs of the I-REN that are approved by the Commission pursuant to a future Commission decision and implemented in accordance with a Commission approved Implementation Plan, which such plan will be attached hereto as an additional Exhibit A.

ARTICLE IV Roles and Deliverables

Section 4.1 Utilities. Pursuant to and in accordance with the Decision, the CFA, and this Programs Agreement, SoCalGas shall act as the fiscal and contracting agent utility for the I-REN in order to disburse Commission authorized funds pursuant to a valid invoice and based on the Business Plan & Budget to the I-REN Authorized Agent and conduct general management and monitoring activities in compliance with Commission directives. The Utilities' role shall encompass all of the usual fiscal and management functions as set forth in this Programs Agreement, including fiscal oversight and monitoring, and as otherwise determined by the Commission. The Utilities will be responsible for timely payments to the I-REN Authorized Agent for Authorized Work completed in accordance with an applicable Implementation Plan and as set forth in this Programs Agreement. Other than expressly described herein, the Utilities shall have no role in, or obligations with respect to, the I-REN Program design or implementation other than to transfer the funds described herein.

Section 4.2 I-REN Independent Authority. Pursuant to Commission decision, *Decision Approving 2013-2014 Energy Efficiency Programs And Budgets* (D.12-11-015), for initial authorization of Regional Energy Network and *Decision Regarding Frameworks for Energy Efficiency Regional Energy Networks and Market Transformation* (D.19-12-021), and Energy Efficiency Policy Manual Version 6 dated April 2020 (Exhibit F), and within the confines of the applicable I-REN Programs and Implementation Plans approved by the Commission, the WRCOG, as the I-REN Authorized Agent, on behalf of the I-REN amongst and between the Constituent COGS, has the independent authority to design, manage, deliver, and oversee the I-REN Programs, without the Utilities' direction as it relates to design and delivery of such I-REN Programs. The WRCOG, as the I-REN Authorized Agent, on behalf of I-REN, shall be independently accountable to the Commission for delivering the results outlined in I-REN's Implementation Plans, and neither SCE nor SoCalGas will have any responsibility or liability for WRCOG's failure to implement any I-REN Programs in accordance with Commission decisions, directives, policies, or rules.

Section 4.3 WRCOG Authority in I-REN Governance. The Constituent COGS have each executed the MOA, a copy of which is attached as Exhibit I and which is incorporated herein by reference, pursuant to which the WRCOG has been appointed as the I-REN Authorized Agent of the Constituent COGS in order to administer the I-REN and the I-REN Programs in accordance with this Programs Agreement.

Section 4.4 Modification of the Program by the Commission. The Parties each acknowledge and agree that this Programs Agreement and any I-REN Program shall at all times be subject to the authority and discretion of the Commission, including, but not limited to, review, modifications and denials, as the Commission may direct from time to time in the exercise of its jurisdiction. If the Commission modifies an I-REN Program, the Parties shall amend this Programs Agreement as necessary to incorporate such changes. Such corresponding amendment shall specify any changes, including without limitation, the Implementation Plans, increases or decreases in overall I-REN Program funding, or such other modification or change as directed by the Commission.

Section 4.5 Modification of the Program by the Parties. The WRCOG and the Utilities each acknowledge that the Utilities' function does not extend to the I-REN Program design or modification, or the effectiveness of the WRCOG's delivery of Authorized Work under this Programs Agreement. Without limiting the generality of the foregoing, the Utilities and the WRCOG may collaborate on and agree to I-REN Program designs, implementation strategies or modifications. If the WRCOG desires to modify an Implementation Plan, it must notify the appropriate Utility(ies) and Commission staff by providing the proposed modifications. With Commission approval, the WRCOG may modify the Implementation Plan by documenting the changes in the California Energy Data and Reporting System (CEDARS) website, maintained by the Commission. If the WRCOG wishes to eliminate an existing I-REN Program or propose a new program, the WRCOG must file an advice letter or take other action as directed by the Commission to obtain Commission approval.

Section 4.6 I-REN Program Start Up.

(a) Program Data, Invoicing and Reporting Tool. The WRCOG shall attend a workshop that provides training on the use of Utility invoicing and reporting, protocols and procedures, including the use of various invoicing and reporting tools (collectively, "IR Tools"). The WRCOG will attend IR Tool training as determined by SoCalGas in consultation with the WRCOG.

(b) Reporting

(i) IR Tools. After SoCalGas provides the WRCOG training on the IR Tools, the WRCOG will utilize the IR Tools, which serve three primary purposes:

(A) Enable the WRCOG to provide SoCalGas with required I-REN Program information that supports the costs incurred;

(B) Provide SoCalGas the capability to access the I-REN Program information for the purpose of fiscal management and coordination; and create reports; and

(C) Provide miscellaneous reporting support for the Utilities' internal and Commission reporting requirements.

(ii) Submission of Information into IR Tools. The WRCOG will update invoicing and reporting information using the IR Tools on a monthly basis in accordance with requirements set forth in this Programs Agreement. The WRCOG will work collaboratively with SoCalGas in tailoring the required files and data for each I-REN Program.

(iii) Monthly Invoicing and Reporting. All required monthly invoice reports can be generated via the IR Tools. The WRCOG will be responsible for implementing, adhering to, and the submission of, the items as described in Exhibit E of this Programs Agreement. The invoice reporting requirements may be amended from time to time, at which time SoCalGas will notify the WRCOG of the changes and issue a new Exhibit E. The WRCOG shall implement these modifications in a timely manner and they will be reflected in future invoice documentation.

(iv) Utilities' Regulatory Reporting and Filing. The WRCOG will timely implement, adhere to, and submit the items as requested by the Utilities for Commission regulatory reporting, filing or data request purposes. The WRCOG acknowledges that the Utility may, in its sole discretion, require the WRCOG to provide such other reports or documentation that the Utilities deem appropriate or necessary ("Ad Hoc Reports"). The WRCOG will comply with any request for such Ad Hoc Report(s) within a reasonable time or within the time requested by the Utility.

(v) I-REN Regulatory Reporting and Filing. Subject to each Utility's internal compliance, confidentiality and disclosure policies, the Utilities will cooperate and timely submit items as requested by the WRCOG for Commission regulatory reporting, filing or data request purposes. The Utilities acknowledge that the WRCOG may reasonably request the Utilities to provide such other reports or documentation that the WRCOG deems appropriate or necessary for the purpose of Commission regulatory reporting, filing or data request.

(vi) The WRCOG acknowledges that to the extent any authorized entity seeks to audit an I-REN Program, including the use of funds relating thereto, the Utility(ies) may direct the seeking entity to the WRCOG directly or require the WRCOG to provide any and all documentation or records required. The Utilities may make any of the records they develop and maintain accordance to this Programs Agreement, as well as any information obtained from any of the I-REN or the I-REN Constituent Agencies, available to the Commission upon request of the Commission.

(vii) The WRCOG agrees to the following I-REN monthly invoice and cost accounting schedule as follows:

| Deliverable(s) | Due Date(s) |
|--|--|
| The WRCOG to prepare and submit monthly invoices and supporting documentation to SoCalGas. | Monthly, by the 15th Calendar Day for Authorized Work completed in the preceding month. |
| The WRCOG to prepare and submit quarterly invoice estimate for accrual to SoCalGas. | Quarterly by the 12th Calendar Day for the month of March, June, September and December of each calendar year. |
| The WRCOG to prepare and submit relevant reporting data to SoCalGas. | As SoCalGas or WRCOG requests and/or requires, as set forth in this Programs Agreement. |

(c) Particular I-REN Programs may have additional or different requirements and/or deadlines as communicated to the WRCOG, on behalf of the I-REN, in writing by SoCalGas. Any Commission-approved changes to the Implementation Plan shall be incorporated herein in accordance with this Article IV

(d) Relationship of the Parties. Each Party is wholly independent of the other Parties, and neither this Programs Agreement nor the exercise of any of the duties of the Parties pursuant to this Programs Agreement shall be deemed to create any joint venture, partnership, fiduciary, agency or employment relationship between the Parties. Nothing in this Agreement is intended to convey any rights or benefits upon any third party other than as expressly set forth herein.

ARTICLE V

Maximum Contract Sum

Section 5.1 The Maximum Contract Sum committed to this Programs Agreement from the Utilities is set forth in Exhibit B of this Programs Agreement. Exhibit B reflects the I-REN's Commission authorized Business Plan & Budget from the Decision for each I-REN Program calendar year from 2022 through 2027. Exhibit B may be amended and updated to reflect the latest Commission-approved I-REN budget or budget changes and the Utilities' maximum funding contribution for each I-REN Program calendar year without a need for formal amendment. Notwithstanding the foregoing, WRCOG shall provide the Utilities (1) notice of any request to the Commission to update, change, or extend its current authorized I-REN budget that impacts the maximum funding contribution of the Utilities; and (2) notice of any Commission-approved changes to the I-REN budget to be incorporated into Exhibit B.

Section 5.2 Except as otherwise set forth in an Implementation Plan, and future Commission written decisions, and unless the fund-shifting rules established by the Commission are changed, the WRCOG, as the I-REN Authorized Agent, has the sole discretion to re-allocate the I-REN Program budgets amongst and between individual projects supported by Authorized Work, subject to Commission approval. The WRCOG shall timely notify the Utilities of any approved fund shift or budget change. Any Commission-approved I-REN budget changes shall be automatically incorporated into and attached to Exhibit B and shall be incorporated herein.

Section 5.3 Cost Caps. The WRCOG shall use its best efforts to cap administrative costs at ten percent (10%) of the Maximum Contract Sum per year, and marketing and outreach costs to a maximum of six percent (6%) of the Maximum Contract Sum per year. The WRCOG acknowledges that it is the desire of the Commission to keep administrative and marketing costs as low as possible.

ARTICLE VI

Utilities' Relationship

Section 6.1 SoCalGas will serve as the primary utility administrator for this Programs Agreement, in compliance with Commission directives and the CFA, and shall act as a fiscal agent with responsibility for the timely distribution of funds to the WRCOG (as the I-REN Authorized Agent) for Authorized Work.

Section 6.2 SCE's rights are coextensive of the rights of SoCalGas under this Programs Agreement and are in no way limited by SoCalGas.

Section 6.3 As between SCE and SoCalGas the terms of their CFA shall control. The CFA may be amended by mutual agreement of the Utilities without notice, consent, or consultation from the WRCOG. Nothing in the CFA, or any amendment to it, shall affect any right or obligation of the WRCOG with respect to the Utilities.

ARTICLE VII Invoicing, Reporting and Payments

The WRCOG shall deliver monthly invoices to SoCalGas by the 15th Calendar Day of each month for Program Expenditures incurred for Authorized Work completed in the preceding month. SoCalGas shall review the invoices concurrently with SCE to ensure (1) that the costs incurred are allowable costs related to I-REN Program activities that are consistent with the applicable Implementation Plan and (2) that sufficient Commission budgetary authorization exists. The following invoicing, reporting and payment requirements are applicable to each payment request pursuant to an invoice, which must be in accordance with the applicable project's scope of work for an I-REN Program and/or Commission-approved I-REN EM&V Activity:

Section 7.1 Time and Material Basis. All Authorized Work will be performed on a "time and material basis" and subject to the general provisions set forth below. In the event Authorized Work is performed on a basis other than time and materials, the Parties shall agree on general provisions for invoicing and reporting such Authorized Work and incorporate such provisions into this Programs Agreement by amendment prior to the consummation of any such Authorized Work and prior to the WRCOG invoicing the Utilities for the same.

Section 7.2 Energy Efficiency Incentive. Subject to Article IX, the WRCOG (as the I-REN Authorized Agent) will invoice the Utilities for funding to cover energy efficiency Incentives paid to a Customer (or such Customer's authorized contractor) for such Customer's energy efficiency improvement. The Utilities and WRCOG agree that the activities covered by the Incentive may be invoiced by the WRCOG in a manner other than on a 'time and materials' basis. Funding for the Incentive shall be invoiced by the WRCOG to SoCalGas along with completed energy efficient project and installed measure data identifying electric and/or gas Incentives. Notwithstanding the foregoing, consistent with Section 9.1, the Utilities have no obligation to pay for Incentive costs provided to a Customer that previously received Incentives for the same measure(s) through another utility ratepayer-funded program.

Section 7.3 General Provisions

(a) All charges shall be directly identifiable, with reasonably supported, written documentation, and required for the Authorized Work.

(b) The WRCOG shall notify SoCalGas' representative(s) responsible for the Programs Agreement at such time that it becomes reasonably apparent that the forecasted cumulative charges may exceed any budgets authorized under the Decision or applicable projects then in process (or otherwise forecasted) pursuant to the applicable Implementation Plan (whether by task, total amount authorized, or both). The WRCOG shall not proceed with or be reimbursed for any Authorized Work

performed, either beyond the effective period of the Programs Agreement, or exceeding the authorized amounts of the Programs Agreement absent a written, pre-authorized change order or amendment by the Commission.

(c) The WRCOG shall notify SoCalGas' representative responsible for the Programs Agreement as soon as possible upon the occurrence of any fund-shifting or re-allocation of the budget amongst and between outstanding individual projects supported by Authorized Work.

(d) Labor-Related Costs Under Time and Material Basis. To the extent applicable, the WRCOG shall invoice SoCalGas at the fixed hourly rates for the applicable labor categories stated in Exhibit G for time spent directly engaged in performance of the Authorized Work by any of the I-REN Constituent Agencies'. Such fixed hourly rates will be updated per I-REN Constituent Agencies' fiscal year and shall be inclusive of all the I-REN Constituent Agencies' overhead costs (including all taxes and insurance), administrative and general fees. All labor-related costs shall be charged at cost, without mark-up, and shall be necessary, reasonable and ordinary.

(e) The fixed hourly rates provided by the WRCOG for the respective fiscal year are specified in Exhibit G and may change at the discretion of the applicable I-REN Constituent Agencies from time to time; provided, that, the WRCOG shall, as soon as practicable, notify SoCalGas in writing of any change to the labor rates in Exhibit G, and such change shall be automatically incorporated into the Programs Agreement without need for a formal amendment. The Utilities neither endorse nor approved the fixed hourly rates.

(f) Expenses. All expenses shall be charged at cost, without mark-up, and shall be necessary, reasonable and ordinary. This prohibition on mark-ups shall be observed by all Subcontractors and Third-Party Contractors and shall be incorporated into any contracts by and between such persons and an I-REN Constituent Agency, such that, the applicable Subcontractor or Third-Party Contractor is not receiving payment relating to services that it did not directly provide. In furtherance of the foregoing, no I-REN Constituent Agency, Subcontractor or Third-Party Contractor, shall give, and no such person shall accept, any portion, split or percentage of any charge made or received in rendering any services (or goods) other than for services actually performed (or goods directly manufactured).

(g) Material Costs. Material costs shall be charged at cost without mark-up and substantiated with an invoice stating the unit price, quantity, and other information as required to identify the Authorized Work.

(h) Subcontract Costs and Subcontractors. Subcontracted Authorized Work shall be charged at the rates actually paid by the I-REN Constituent Agencies, not to exceed the rates set forth in the applicable contract between the I-REN Constituent Agency and the Subcontractor, or this Programs Agreement for the Authorized Work by the I-REN Constituent Agencies. The WRCOG shall provide SoCalGas the Subcontractor invoices (incorporating any Third-Party Contractor costs) for any invoice that includes Subcontractor costs. With respect to the Utilities, the WRCOG shall at all times be responsible for the Authorized Work, and for the acts and omissions of Subcontractors and persons directly or indirectly engaged by the Subcontractors, including Third-Party Contractors. All expenses shall be charged at cost, without mark-up.

(i) Out-of-Pocket Expenses. Miscellaneous costs such as telephone communications, routine copying, electronic mail, facsimiles, computer time and in-house technical software are deemed to be included in the I-REN Constituent Agencies' overhead costs and will not be reimbursed.

(j) Travel Costs. Approved air travel costs shall in no case exceed economy or coach fare, whichever is reasonably available or in accordance with I-REN Constituent Agencies' travel cost policy. A copy of an airfare receipt indicating the final expense for the trip taken and applicable supporting documents showing the starting point, travel destination, departure and return dates, and the purpose of the trip are required for each air travel reimbursement. Automobile travel from the offices of

the I-REN Constituent Agencies' agents or representatives to any I-REN Program job site, function or activity shall be paid at the fixed mileage rate stated in the Programs Agreement or, if not stated, at the applicable Internal Revenue Service standard mileage reimbursement rate or a reimburseable rate set by I-REN Constituent Agency's travel cost policy. Either a mileage log showing miles driven for each trip or a Google/MapQuest, or their equivalent, printout showing the travel path is required for each mileage reimbursement request.

(k) Records. The WRCOG shall maintain, for a period of five (5) years after final payment, complete accounting records (and supporting documentation) of all invoiced costs. The Utilities reserve the right to audit and copy any applicable documents related to the Authorized Work, including, hours, all costs and expenses invoiced, and task completion records. Each invoice shall list the purchase order number and the WRCOG's vendor number provided by the Utilities when applicable. In addition, the WRCOG shall cooperate in any audit of the I-REN Programs, any action or activity related to this Programs Agreement or the Decision undertaken by the Commission or other authorized entity, if applicable.

(l) Key Personnel. The WRCOG will appoint a Programs Agreement representative ("WRCOG Representative") who will be the primary contact between SoCalGas and the WRCOG, and who will be authorized to act on behalf of the WRCOG, as the I-REN Authorized Agent. Such appointment shall be communicated in writing to SoCalGas as soon as reasonably practicable following execution of this Programs Agreement. The WRCOG shall promptly notify SoCalGas of the intended reassignment or proposed replacement of the WRCOG Representative who will be submitting invoicing and reporting information to SoCalGas. No other key personnel shall undertake the aforementioned tasks without prior written notice to SoCalGas.

(m) Activities Outside of Program Scope. SoCalGas, as lead fiscal manager, for itself and on behalf of SCE, shall not be required to pay or reimburse the WRCOG or any other person for any activities undertaken that do not constitute Authorized Work as contemplated hereunder or are otherwise outside of the scope of an I-REN Program or this Programs Agreement, and the WRCOG may not include any costs or expenses for any such activities on an invoice submitted pursuant to this Programs Agreement.

Section 7.4 Invoicing Requirements: The WRCOG shall provide the following: Monthly electronic copy invoices are required by the **15th Calendar Day of each month** for Authorized Work completed in the preceding month with supporting documents described herein. These invoices and supporting documents are for Authorized Work performed by the I-REN Constituent Agencies and all of their respective Subcontractors (and their respective Third-Party Contractors). Each invoice shall indicate the sub-total expense for each of the I-REN Programs and itemized each I-REN Program expense in "Administrative," "Marketing" and "Direct Implementation." Each invoice shall include but not be limited to the following details: identify the contractor name, type (e.g., Third-Party Contractor or a Subcontractor), hiring I-REN Constituent Agency, contract start and end dates, details on any intermittency between the contract start and end dates, program start date, program end date (date program will no longer be offered to the public or criteria used to decide whether to end the program), customers eligible for the program (gas or electric, market segment, other criteria), value of contract, and any other data reasonably required by the Utilities.

Section 7.5 Advance Funding and Payment: In order to provide funding for the cost categories of an I-REN Program for CPUC approved "incentive" and "non-incentive" expenses, the IOUs may provide advance payments to WRCOG of such amounts and at such times as delineated in this Programs Agreement ("Advanced Payments"). As further described below, the Advanced Payments will be credited against payments of expenditures actually made by WRCOG. At the completion of the I-REN Programs, a reconciliation of expenses will be done to ensure that the IOUs only pay for those verified expenses actually incurred. The remaining balance relating to any Advanced Payments, if any, will be

applied to the final invoice, if unpaid, and any remaining balance will be refunded to the IOUs within thirty days from the date of the final reconciliation.

(a) Advance funding for energy efficiency incentive: WRCOG may receive Advanced Payments from IOUs for energy efficiency incentive expenses for I-REN's programs. The Parties understand that WRCOG intends to launch its resource program in second half of 2022 and that it will take time to build program momentum and project enrollments. The initial amount of Advanced Payments for an incentive shall be based on I-REN resource program's enrollment and incentive commitments for 2022. The initial Advanced Payments for such incentive shall be equal to 150% of I-REN's actual and documented incentive commitments as of the date the applicable resource program is launched to the extent launched in the year 2022; provided, that, in no event will the total Advanced Payments for such incentive funding per calendar year exceed the annual I-REN incentive budget related to such program. WRCOG shall set up a separate custodial bank account to hold all of the Advanced Payments relating to incentive funds. WRCOG will provide a monthly bank statement to SoCalGas showing account balance, interest earned (if applicable) and all transactions relating to the custodial bank account for the bank statement period along with reconciliation of incentive payments and completed energy efficiency projects on a per program basis. No subsequent Advanced Payments for incentive funding related to a given program shall be made until and unless at least 80% of the initial (or immediately prior, as applicable,) Advanced Payment relating to such program has been spent, as documented and reconciled by reference to incentive spending (drawdown) and the account balance of the incentive custodial bank account, which shall be communicated to SoCalGas. Notwithstanding anything herein to the contrary, in no event shall the cumulative Advanced Payments for incentive funding for a given calendar year exceed the total I-REN annual incentive budget. In furtherance of the foregoing, no Advanced Payment for incentive funding shall exceed 150% of the I-REN's actual energy efficiency project pipeline incentive commitments at the time of such funding that have not otherwise been covered by prior Advanced Payments relating to incentive funding or cause the cumulative annual incentive funding to exceed the I-REN annual incentive budget. No Advanced Payment subsequent to the initial Advanced Payment for incentive funding will be made by SoCalGas without WRCOG's reconciliation for each resource program between the dates of the actual incentive payouts from the custodial bank account and completed energy efficiency projects at measure level. WRCOG will process energy efficiency incentive payments in accordance with I-REN's program design, energy efficiency measure design and process protocol for I-REN's program. The incentive funds shall solely be used for energy efficiency incentive as defined in Section 2.11 of this Programs Agreement.

(b) Advance funding for I-REN non-incentive budget: WRCOG may receive Advanced Payments from IOUs for energy efficiency non-incentive expenses for I-REN's programs. In no event shall the Advanced Payments for the I-REN's non-incentive budget be used to finance WRCOG's program costs. WRCOG shall set up a separate custodial bank account to hold the Advanced Payments relating to non-incentive funds separate and apart from that custodial bank account created pursuant to Section 7.5(a). Within 30 calendar days of the date of this Programs Agreement, WRCOG shall provide monthly invoices with monthly cost accounting for all non-incentive expenditure on a per program basis for the first nine months of 2022. The initial Advanced Payment for funding non-incentive expenses shall be based on the average monthly non-incentive expenditure level indicated in the monthly cost accounting for the first nine months of 2022. The initial Advanced Payment amount will be an amount equal to 150% of the average monthly non-incentive expenditures over the first nine months of 2022. WRCOG shall provide monthly bank statements to SoCalGas showing the account balance, interest earned (if applicable) and all transactions in such custodial bank account for the bank statement period along with monthly invoice reports in accordance with Articles IV, V and VII of this Programs Agreement. Any subsequent Advanced Payments relating to non-incentive funding will be based on the actual reconciled non-incentive spending drawdown for each I-REN program in each cost category (administrative, marketing and direct implementation). No subsequent Advanced Payments for non-incentive funding related to a given program shall be made until and unless any one of the following conditions is met as determined by SoCalGas:

(i) At least 80% of the initial Advanced Payment relating to such program has been spent, as documented and reconciled by reference to up-to-date monthly invoice and

cost accounting of non-incentive spending (drawdown) as described in ARTICLE VII and the account balance of the non-incentive custodial bank account, which shall be communicated to SoCalGas;

(ii) At least 80% of the custodial bank account balance after the most recent Advance Payment has been spent, as documented and reconciled by reference to up-to-date monthly invoice and cost accounting of non-incentive spending (drawdown) as described in ARTICLE VII and the account balance of the non-incentive custodial bank account, which shall be communicated to SoCalGas;

(iii) The total amount of the current approved invoices exceeds the custodial bank account balance.

The amount of the subsequent Advance Payment after the initial Advance Payment shall be based on up to (but shall not exceed) 150% of the average monthly non-incentive expenditure of the immediately preceding months in the calendar year. In the case of Section 7.5 (b) (iii) above, the amount of the Advance Payment shall be based on up to (but shall not exceed) 150% of the average monthly non-incentive expenditure of the immediately preceding months in that year (including the amount of the current approved invoices referenced in Section 7.5 (b) (iii)), plus the difference between the approved total current invoices and the then custodial bank account balance. Beginning at the start of the fourth quarter of each calendar year, WRCOG shall provide SoCalGas annual reconciliation for spending, commitments and expenditure forecast for the calendar year to ensure program expenditure is under the annual authorized budget. WRCOG may request Advance Payment for the non-incentive budget at the beginning of each calendar year based on 150% of the 12-month monthly average of the immediately prior year's non-incentive expenditure if and only if WRCOG has provided SoCalGas annual cost accounting reconciliation for spending, commitments and budget for the prior calendar year and the custodial bank account balance is at least 80% spent at the time of request relative to the custodial bank account balance at the end of December of the prior year. No additional Advanced Payments for non-incentive funding shall be made by SoCalGas from and after the third quarter of 2027 (to cover fourth quarter of 2027). WRCOG will deplete or return to SoCalGas any remaining balance of the non-incentive Advanced Payments relating to non-incentive funding and prepare a final invoice in accordance with Section 7.8.

(c) Reconciliation and Documentation Requirement:

(i) By December 1 of each calendar year, as an annual incentive and commitment reconciliation, WRCOG shall provide SoCalGas committed and forecasted incentive payment amounts for electric and gas measures to be accounted for savings claims for the calendar year.

(ii) WRCOG shall provide SoCalGas monthly reconciliation reports on actual incentive payments drawn from the advanced incentive funding for all resource programs. The monthly reconciliation report shall include the monthly bank statement for each custodial bank account established for the respective incentive type showing all bank account activities. The monthly reconciliation report shall be submitted to SoCalGas within ten (10) business days after the end of each calendar month regardless of any potential delay in preparing for the regular monthly invoice or the lack of incentive payment activities.

(iii) Documentation required for incentive reconciliation: Documentation required for incentive reconciliation varies depending on the nature of the project. The following basic information is needed:

- (A) Dated customer project application data
- (B) Project scope with measure descriptions
- (C) Incentive amount for each measure, total incentive amount, check number and date paid
- (D) Signed customer authorization form or statement for incentive payment made to a Third-Party Contractor other than the customer if applicable
- (E) Project and site data (No. of measure installed, measure description, installed address, customer name, service account number, etc.)
- (F) Permit Number (if applicable and required by law)

(iv) Beginning at the start of the fourth quarter of each calendar year and by December 1 of each calendar year, as an annual non-incentive and commitment reconciliation, WRCOG shall provide SoCalGas committed non-incentive amount and forecasted non-incentive program costs for each program to be accounted for the calendar year. This annual advance non-incentive funding reconciliation is required to ensure program spending is within the authorized program budget for the calendar year.

Section 7.6 Invoicing Procedures:

(a) The WRCOG shall transmit to SoCalGas the monthly invoice files as directed by SoCalGas during the initial training for the IR Tools. The invoice file transmission will take place via a secured file transfer protocol (SFTP) provided by SoCalGas to protect customer or proprietary information.

(b) SoCalGas concurrently with SCE shall review the monthly invoice within 15 Business Days of receipt of an invoice from the WRCOG to determine if the invoice complies with the requirements set forth in this Programs Agreement; provided, however, that for any monthly invoices relating to any Prior Expenses received on or after the Execution Date for Authorized Work conducted during the period from January 1, 2022 through the Effective Date as further set forth in Section 7.12, SoCalGas and SCE shall have 30 Business Days to determine if the invoice complies with the requirements set forth in this Programs Agreement and thereafter make any reimbursements with respect thereto.

(c) Monthly Narrative. The WRCOG shall include with the monthly invoices a monthly narrative that includes a discussion on the following I-REN Program activities occurring during the month:

- (i) Administrative activities;
- (ii) Marketing activities;
- (iii) Direct Implementation activities;

(iv) Other activities which support the review and approval of the WRCOG's invoices and that fall within the scope of the Decision.

(d) Invoice Deficiencies. In the event SoCalGas determines that the WRCOG's invoices or any of the invoices of any Third-Party Contractors or Subcontractors that are included for payment do not meet the invoicing requirements of this Programs Agreement, lack accounting transparency, and/or lack sufficient material document support, SoCalGas will notify the WRCOG of the deficiencies and the WRCOG shall correct such deficiencies promptly. SoCalGas has the right to review and approve the data and methods used to develop the invoice documentation. However, the failure to conduct such review or grant such approval shall not relieve the WRCOG from its responsibilities and obligations under this Programs Agreement.

Section 7.7 Payment. SoCalGas shall pay undisputed charges within fifteen (15) Business Days of invoice approval. SoCalGas has the right to withhold payment of those charges that SoCalGas disputes in good faith, pending the resolution of the dispute, and SoCalGas will provide the WRCOG with notice of the amounts being withheld and the reasons for the dispute; provided, that, SoCalGas shall pay the balance of any amounts charged that are not in dispute as provided herein. Any withholding of disputed amounts by SoCalGas shall not be deemed a breach of the Programs Agreement by SoCalGas. With respect to WRCOG withdraws from any non-incentive Advance Payments to cover the monthly non-incentive expenses, upon SoCalGas written approval of the submitted WRCOG monthly invoice in accordance with Article VII of this Programs Agreement, WRCOG will expense the approved invoice amount for non-incentive costs from the appropriate custodial bank account that holds the non-incentive Advance Payments.

Section 7.8 Final Invoice. The final invoice with respect to any I-REN Program shall be marked "FINAL" and must be received by SoCalGas within ninety (90) Calendar Days after December 31, 2027 (the "Cut-Off Date"). SoCalGas shall not be liable for payment of any invoices that are submitted to SoCalGas at any time after the Cut-Off Date.

Section 7.9 Additional Invoice, Payment and Reporting Requirements. Additional invoice, payment and reporting requirements may be set forth for each scope of work with respect to individual projects supported by Authorized Work.

Section 7.10 Ratepayer Benefit, Tracing, Segregation of Funds. The Parties agree that ratepayer-funded programs must directly benefit Customers in the service territory from which the funds are collected. The I-REN Programs implemented pursuant to this Programs Agreement are funded in whole or in part by funds collected from SoCalGas' and SCE's Customers for public purpose programs, and therefore must directly benefit SoCalGas' and SCE's Customers. For purposes of clarification:

(a) No I-REN Constituent Agency shall use I-REN Program funds for activities outside the Utilities' service territories or for the benefit of persons or entities other than Customers.

(b) No I-REN Constituent Agency shall use I-REN Program funds for activities in any non-joint Utility territory until such time that the WRCOG has determined to the reasonable satisfaction of the Utilities that the WRCOG can trace and segregate Program funds in order to avoid using Program funds for (i) electric program activities outside SCE territory and/or (ii) gas program activities outside SoCalGas territory.

(c) The WRCOG shall not submit any invoice seeking reimbursement for money that does not directly benefit SCE's Customers (for electricity programs) or SoCalGas' Customers (for gas programs). The Utilities are not required to pay any such invoice (or portion of such an invoice) unless the activities and services paid for by such invoice directly benefit the Utilities' customers. If an invoice (or

portion of such an invoice) is paid by SoCalGas to WRCOG that is discovered to not meet this requirement, the WRCOG, upon request, shall refund to SoCalGas the amount paid for such activities that do not meet this requirement, or at SoCalGas' option, SoCalGas may offset those amounts against future payments owed to the WRCOG pursuant to the Programs Agreement.

Section 7.11 Audits.

(a) The WRCOG shall maintain, for a period of five (5) years after final payment, complete accounting records (and supporting documentation) of all invoiced costs. The Utilities and the Commission shall have the right to audit the WRCOG and the I-REN at any time during the term of this Programs Agreement and for five (5) years thereafter. In addition, each I-REN Constituent Agency shall cooperate in any audit of this any action or activity related to this Programs Agreement or the Decision undertaken by the Commission. An audit may include, but is not limited to, a review of financial records relating to the Authorized Work, I-REN Program marketing material, I-REN Program implementation documents, funds spent to date, tracing of expenditure of ratepayer funds to a Utility's Customers, information relating to the substantiation of I-REN Program expenditures, Incentives paid to date, Customers given Incentives to date, lists of employees and respective duties, lists of Third-Party Contractors and/or Subcontractors and their respective responsibilities or service provided.

(b) The Utilities may, in their sole discretion and at any time, request information or data relating to an I-REN Program, Authorized Work or this Programs Agreement, and the WRCOG shall provide such information in the format and within the time requested by the Utilities.

Section 7.12 The WRCOG shall not retain any ratepayer funds erroneously paid under this Programs Agreement. If, at any time, the Utilities discover that an amount was paid to the WRCOG in error, either through subsequent review or audit by SoCalGas, SCE, the Commission audit, or by another means, the amount erroneously paid to the WRCOG may, at the option of the Utility, be used to offset future payment(s) due to the WRCOG or must be repaid by the WRCOG to the Utility.

Section 7.13 Prior Authorized Work. To the extent that the Constituent COGs have caused any Authorized Work to be commenced or completed (or have otherwise contracted for the same) and have incurred Program Expenditures incurred for such Authorized Work on or after January 1, 2022 and prior to the Effective Date ("Prior Expenses"), strictly in accordance with the Decision and an Implementation Plan, each of the Constituent COGs hereby represents and warrants that all of the obligations and duties set forth in this Programs Agreement with respect to such person, had such agreement been in effect during such time, were fully complied with in all material respects. Provided that the foregoing remains true and correct, SoCalGas and SCE agree to treat such Prior Expenses in accordance with this Article VII.

ARTICLE VIII Committees and Meeting Requirements

The Utilities and the WRCOG shall, as soon as practicable after the execution of this Programs Agreement, form Coordinating and/or Technical Committees consistent with the intent of the approved JCM. The roles and responsibilities for these committees are set forth in the applicable JCM. Meeting requirements for the Coordinating and Technical Committees are also set forth in Exhibit J. Additional coordination requirements between the Utilities and the WRCOG that are specific to an I-REN Program are set forth in that Program's Implementation Plans or approved JCM.

ARTICLE IX Incentives and Cooperation

Section 9.1 If an I-REN Program participant has been identified as a Customer that has

previously received Incentives through another utility ratepayer-funded program then no I-REN Constituent Agency shall, thereafter, knowingly provide an Incentive to such I-REN Program participant for the same measure, product or service. Without limiting the foregoing, the Parties shall cooperate in identifying Customers and I-REN Program participants who are ineligible for further Incentives due to prior participation in a program administered by a Utility.

Section 9.2 The WRCOG and the Utilities shall coordinate and cooperate with the goal of achieving seamless program offerings and to avoid customer confusion in the offering of products and services.

ARTICLE X Ownership of Developments, Marketing Materials

Section 10.1 The WRCOG, on behalf of itself and each I-REN Constituent Agency, acknowledges and agrees that the Utilities, on behalf of their respective Customers, shall own all data, reports, information, manuals, computer programs, works of authorship, designs or improvements of equipment, tools or processes (collectively "Developments") created by the I-REN Constituent Agencies in the performance of this Programs Agreement. Developments do not include equipment or infrastructure purchased for research, development, education or demonstration related to energy efficiency. The Utilities hereby grant to the I-REN an irrevocable, royalty-free, non-exclusive license to use such Developments solely for the purpose of implementing the I-REN Programs, and shall execute such other documents as may be necessary or desirable to effectuate such grant.

Section 10.2 The WRCOG shall submit all marketing materials that contain reference to any Utilities to SoCalGas for review and approval prior to their release or communication. All such marketing materials may be approved or disapproved in each applicable Utility's sole and absolute discretion.

Section 10.3 Use of Utilities' Name. The WRCOG must receive prior review and written approval from a Utility for the use of such Utility's name or logo on any marketing or other I-REN Program materials. The WRCOG shall allow twenty (20) Business Days for such Utility review and approval. If the WRCOG does not received a response from such Utility within the twenty (20) Business Day period, then it shall be deemed that such Utility has disapproved such use.

Section 10.4 Use of WRCOG's or I-REN's Name: The Utilities must receive prior review and written approval from the WRCOG for the use of the name or logo of any I-REN Constituent Agency on any marketing or other I-REN Program materials using such information. The Utilities shall allow twenty (20) Business Days for the WRCOG's review and approval. If the Utilities do not receive a response from the WRCOG within the twenty (20) Business Day period, then it shall be deemed that the WRCOG has disapproved such use.

Section 10.5 No I-REN Constituent Agency shall in any way represent to third parties, Customers or I-REN Program participants that SoCalGas or SCE has endorsed or approved a product, a Third-Party Contractor, a Subcontractor, or their performance of any I-REN Program or any other energy efficiency services.

Section 10.6 Notwithstanding any provision in this Article X to the contrary, whether expressly or by implication, the I-REN Constituent Agencies shall disclose the source of funding for the I-REN Programs by stating prominently on marketing materials (including, but not limited to, printed materials, Websites or any social media) that, "the I-REN Programs are administered by the Western Riverside Council of Governments, on behalf of itself and each of Coachella Valley Association of Governments and the San Bernardino Associated Governments, and funded by SoCalGas and SCE utility ratepayers under the auspices of the California Public Utilities Commission."

ARTICLE XI
Jurisdictional Warranty

Section 11.1 The WRCOG warrants that it has full legal authority to implement the I-REN Programs as authorized by the Commission under this Programs Agreement.

Section 11.2 The WRCOG warrants that the geographic area in which the I-REN Programs under this Programs Agreement will be implemented is set forth on the attached Exhibit K.

ARTICLE XII
Compliance With Applicable Law, Policies and Commission Regulations

Section 12.1 Each of the Parties shall comply with all federal, state (including Commission), and local laws, rules, regulations, ordinances, decisions, policies and directives that are applicable to this Programs Agreement, including, but not limited to, labor and fair employment laws and prevailing wage laws, and all provisions required thereby to be included in contracts are hereby incorporated herein by this reference. Additionally, the WRCOG shall ensure compliance with the Commission's decisions with respect to "program administrators," including, without limitation, workforce standards regarding implementors.

Section 12.2 Such regulatory compliance activities, including costs to maintain compliance, shall be paid for solely by the I-REN for and on behalf of the applicable I-REN Constituent Agency through authorized funding provided under this Programs Agreement, if available, inclusive of any Commission-imposed penalties or disallowances. These include but are not limited to:

- (a) Filing and/or submitting required regulatory documents;
- (b) Complying with all Commission, statutory and other applicable requirements, rules and policies;
- (c) Maintaining adequate records for future financial and management audits and/or reviews;
- (d) Maintaining savings and engineering assumptions consistent with current Commission rules or baselines;
- (e) Maintaining necessary preventative controls on expenses;
- (f) Maintaining and tracking all monies by task and function, including complying with fund-shifting rules between the I-REN Programs;
- (g) Responding to data requests and complying with all required reporting; and
- (h) Any additional compliance requirements of the I-REN Constituent Agencies, that arise during the effective period of this Programs Agreement, but that were not anticipated in this Programs Agreement, shall be the sole responsibility of the I-REN Constituent Agencies.

Section 12.3 Changes in Applicable Laws. After the Effective Date, if any legal, regulatory, or administrative authority issues a decision, ruling, order, or directive of any kind that is binding upon the Parties and that requires modification or addition of terms, covenants or conditions of this Programs Agreement in order for the Parties to be in compliance with same, then the Parties shall meet as soon as practicable to discuss proposed modifications to this Programs Agreement only to the extent required to bring it into compliance with such applicable laws.

Section 12.4 The WRCOG shall follow General Order 156, setting forth the Commission's policy statement on utility utilization of resources from suppliers that constitute WMDVLGBTBE (as defined therein), to the extent not in conflict with Proposition 209 (codified as Article I Section 31 of the California Constitution).

Section 12.5 Background Checks. The WRCOG shall conduct background checks on any employee or Subcontractor (and each Subcontractor shall require that its Third-Party Contractors conduct background checks on its employees and contractors) who will undertake I-REN Program Authorized Work conducted at a Utility Customer's residence or a private business location. The background check requirements shall be determined by the WRCOG in its reasonable discretion, provided that, at a minimum, the background checks shall be consistent with the WRCOG's then-current background check requirements for WRCOG programs that contain similar job requirements. Employees of any I-REN Constituent Agencies or Subcontractors or Third-Party Contractors conducting activities under this Section 12.5:

- (a) Shall report for work in a manner fit to do their job;
- (b) Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician for such person so long as the performance or safety of the Authorized Work is not affected thereby); and
- (c) Shall not have been convicted of any serious criminal offense, which by its time and nature, presents a discernible safety or property risk to the public.

Section 12.6 Non-Discrimination. No Party shall unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Each Party shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment and shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990(a)-(f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990(a)-(f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated by reference and made a part of this Programs Agreement. Each Party represents and warrants that it shall include the substance of the nondiscrimination and compliance provisions in all subcontracts for its Authorized Work obligations. Additionally, the Parties shall conform to the applicable employment practices requirements of Executive Order 11246 of September 24, 1965, as amended, and applicable regulations promulgated thereunder.

ARTICLE XIII Indemnification

Section 13.1 By the Constituent COGS. The Constituent COGS, on behalf of themselves and each I-REN Constituent Agency carrying out Authorized Work or other implementation or design of an I-REN Program on behalf of a Constituent COG, shall, joint and severally, indemnify, defend and hold harmless SCE and SoCalGas, and their respective successors, assigns, affiliates, subsidiaries, current and future parent companies, officers, directors, agents, and employees, from and against any liability (including expenses, claims, losses, damages, liabilities or actions in respect thereof, along with reasonable attorneys' fees) of to the extent caused by the WRCOG's act(s) and/or omission(s), or by the act(s) and/or omission(s) of its employees, representatives Third-Party Contractors, Subcontractors, or agents, including, without limitation, with respect to the I-REN's compliance or non-compliance with the Commission's policy regarding program administrators, application or misapplication of program funds

(even if disbursed), as well as any of the Authorized Work or other implementation or design of an I-REN Program.

Section 13.2 By the Utilities. So long as the WRCOG, SANBAG, and CVAG are in compliance with the terms and conditions of this Programs Agreement, the Utilities shall, on a several but not joint basis, indemnify, defend and hold harmless the WRCOG, SANBAG, and CVAG, their respective special districts, elected and appointed officers, employees, and agents, from and against any and all third-party liability (including expenses, claims, losses, damages, liabilities or actions in respect thereof, along with reasonable attorneys' fees) to the extent caused by the Utilities' failure to make the uncontested payments described in Section 7.5.

Section 13.3 The obligations of SCE, SoCalGas, WRCOG, SANBAG, and CVAG under this section shall survive the termination of this Programs Agreement.

ARTICLE XIV Insurance

Section 14.1 The WRCOG and each of the I-REN Constituent Agencies will maintain the following insurance coverage at all times during the term of this Programs Agreement, with companies having an A.M. Best rating of "A-, VII" or better, or equivalent: Such insurances shall acknowledge the Utilities, their officers, agents and employees as additional insureds, be primary for all purposes, contain standard cross-liability or severability of interest provisions, and waive all rights of subrogation against the Utilities, its officers, agents, employees and other contractors or subcontractors.

- (a) Workers' Compensation: statutory minimum.
- (b) Employer's Liability coverage: \$1 million minimum.
- (c) Commercial General Liability: \$2 million minimum per occurrence/\$4 million minimum aggregate.
- (d) Commercial or Business Auto: \$1 million minimum.
- (e) Professional Liability (if applicable): \$1 million minimum.

Section 14.2 Evidence of Insurance. Upon request at any time during the term of this Programs Agreement, the WRCOG shall provide evidence that its insurance policies and the insurance policies as provided in this Article XIV are in full force and effect and provide the coverage and limits of insurance that the WRCOG has represented and warranted herein to maintain at all times during the term of this Programs Agreement.

Section 14.3 Self-Insurance. If the WRCOG or any of the I-REN Constituent Agencies is self-insured, it shall upon request forward documentation to the Utilities that demonstrates to the Utilities' satisfaction that the WRCOG self-insures as a matter of normal business practice before commencing the Authorized Work.

Section 14.4 Notice of Claims. The WRCOG shall immediately report to the Utilities, and promptly thereafter confirm in writing, the occurrence of any injury, loss or damage incurred by the WRCOG, any other I-REN Constituent Agency or any Subcontractor or Third-Party Contractor or their receipt of notice or knowledge of any claim by a third party of any occurrence related to the I-REN Programs and/or to this Programs Agreement that might give rise to such a claim.

Section 14.5 Insurance Indemnification. If the WRCOG fails to comply with any of the provisions of this Article XIV, or to the extent any I-REN Constituent Agency carrying out Authorized Work or other implementation or design of an I-REN Program on behalf of a Constituent COG does not

require its Subcontractors to maintain the insurance coverage specified in Section 14.1, the I-REN Constituent Agencies, severally but not jointly, shall, at their own cost, defend, indemnify, and hold harmless the Utilities, their affiliates and their officers, directors, agents, employees, assigns, and successors in interest, from and against any and all liability, damages, losses, claims, demands, actions, causes of action, costs, including attorney's fees and expenses, or any of them, arising out of or in connection with the performance or non-performance of the Authorized Work.

ARTICLE XV
Limitation Of Certain Liabilities

NO PARTY SHALL BE LIABLE TO THE OTHER(S) FOR THE OTHER'S OR OTHERS' INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF OR UNDER-UTILIZATION OF LABOR OR FACILITIES, LOSS OF REVENUE OR ANTICIPATED PROFITS, COST OF REPLACEMENT POWER OR CLAIMS FROM CUSTOMERS, RESULTING FROM A PARTY'S PERFORMANCE OR NONPERFORMANCE OF THE OBLIGATIONS HEREUNDER, OR IN THE EVENT OF SUSPENSION OF THE AUTHORIZED WORK OR TERMINATION OF THIS PROGRAMS AGREEMENT.

ARTICLE XVI
Confidential Information and Security Requirements

Section 16.1 Except as provided for in Section 16.3, no Utility shall be required to provide to any Constituent COG any Confidential Customer Information (as defined below), or any information that is deemed by the Utility to be proprietary, trade secret, or otherwise confidential. In the event a Utility agrees in writing to any such disclosure of such information, the Utility may require the applicable Constituent COG to enter into the agreements set forth in the attached Exhibit C and Exhibit D as well as a nondisclosure agreement and undergo a data security review as a condition to its disclosure. Notwithstanding the foregoing and in the event the Utilities provide any Confidential Customer Information pursuant to this Programs Agreement, the Parties agree that Confidential Customer Information is exempt from disclosure under the California Public Records Act, Cal. Gov't Code Sections 6250, et seq., under the exemptions provided in the California Public Records Act, including Sections 6254(e), 6254(k), and/or 6255(a), and will withhold from disclosure such materials unless ordered to do so by a court of competent jurisdiction.

Section 16.2 Confidential Customer Information. "Confidential Customer Information" is a Utility Customer's personal identifiable information including, but not limited to, such person's name, address, telephone number, account number and all billing and usage information, as well as any Utility Customer's information marked as "confidential."

Section 16.3 Except as explicitly provided for in this Section 16.3, and subject to Section 16.1, no Utility will disclose any Confidential Customer Information to a Constituent COG unless authorized in writing by the Customer, except for the following information, which will be made available on an as-needed basis and subject to the confidentiality and non-disclosure provisions of this Programs Agreement:

- (a) The WRCOG (on behalf of a Constituent COG) may request and receive confirmation that a purported Customer is currently served by one of the Utilities;
- (b) The WRCOG (on behalf of a Constituent COG) may request and receive information on a Utility Customer's past participation in an energy efficiency program if that Customer is located in the I-REN's service territory.

Section 16.4 Each Constituent COG shall comply with the attached Exhibit C and Exhibit D with respect to any Confidential Customer Information provided under this Programs Agreement. The applicable Constituent COG shall immediately notify SCE and SoCalGas representatives if the WRCOG is, or becomes, unable to meet any of the requirements contained therein.

Section 16.5 No Constituent COG shall disclose any Confidential Customer Information of a Utility to any third party during the term of this Programs Agreement or after its completion, without first having obtained the prior written consent of such Utility, except as provided by law, lawful court order or subpoena and provided the applicable Constituent COG gives such Utility written notice of such order or subpoena promptly after its receipt and agrees to pursue a protective order with respect to any such disclosure.

Section 16.6 Any information provided to a Constituent COG is provided "as is," and the Utility shall not be liable for the accuracy or completeness of any information provided.

Section 16.7 Commission Proceedings. Nothing in this Article XVI shall prohibit a Constituent COG from disclosing non-confidential information (including aggregated and anonymized statistical data without specific Customer identifiers) concerning the I-REN Programs to the Commission in any Commission proceeding, or any Commission-sanctioned meeting or proceeding or other public forum.

Section 16.8 Return of Confidential Information. Confidential Customer Information (including all copies, backups and abstracts thereof) provided to any Constituent COG by a Utility, and any and all documents and materials containing such Confidential Customer Information or produced by a Constituent COG based on such Confidential Customer Information (including all copies, backups and abstracts thereof), during the performance of this Programs Agreement shall be returned (or destroyed at the Utility's option, with confirmation by affidavit thereof) upon written request by such Utility. Nothing in the Programs Agreement shall be construed as granting any rights in or to Confidential Customer Information to the receiving Party, except the right of use in accordance with the provisions in this Programs Agreement.

Section 16.9 Remedies. The Parties acknowledge that Confidential Customer Information is valuable and unique, and that damages may be an inadequate remedy for breach of this Article XVI and the obligations of the Parties are specifically enforceable. Accordingly, the Parties agree that in the event of a breach or threatened breach of this Article XVI by any Party, the Party whose Confidential Customer Information is implicated in such breach shall be entitled to an injunction preventing such breach, without the necessity of proving damages or posting any bond. Any such relief shall be in addition to, and not in lieu of, money damages or any other available legal or equitable remedy.

Section 16.10 Computing System Access and Security Review Obligations. The Parties acknowledge and agree that no Utility shall be required to allow any Party to access the Utility's computer systems unless and until the Parties execute an amendment incorporating mutually agreeable computing system access terms that are the same or substantially similar to Exhibit D.

Section 16.11 The obligations of each Party under this Article XVI shall survive the termination of this Programs Agreement.

ARTICLE XVII

Term and Termination

Section 17.1 Term. The term of this Programs Agreement shall be from the Effective Date until March 31, 2028, unless terminated earlier as provided in this section, provided however that all Authorized Work and services shall be completed by the dates specified in the scope of work with respect

to individual projects supported by Authorized Work or December 31, 2027, whichever is earlier. The 90-Calendar Day period following December 31, 2027 shall be for administrative purposes only.

Section 17.2 If the WRCOG possesses unspent funding authorized by the Decision after July 1, 2028, including moneys repaid pursuant to financing terms, such funds shall, in consultation with SoCalGas, as lead fiscal manager, for itself and on behalf of SCE, be returned to SoCalGas's and SCE's ratepayers unless otherwise directed by the Commission.

Section 17.3 Termination For Convenience. This Programs Agreement shall not be terminated for convenience of the Parties, except as by an order, decision, or resolution of the Commission. Notwithstanding the foregoing, the Commission, by decision, order, or resolution, may deem that all or a portion of this Programs Agreement be terminated. In the event of such termination, the Utilities shall pay for Authorized Work performed prior to the date of termination but in no event shall the Utilities be liable for lost or anticipated proceeds or overhead on uncompleted portions of the Authorized Work.

Section 17.4 Immediate Cause For Suspension. The Utilities can suspend this Programs Agreement for the following situations:

(a) Any Consituent COG has become insolvent, has failed to pay its bills, or has had checks for payment of its bills returned from suppliers and Subcontractors due to insufficient funds; or

(b) Any Consituent COG's commission of any material act of dishonesty, fraud and misrepresentation or material act causing public risk or harm. In the event of such suspension, the Utilities may seek Commission approval to terminate the Programs Agreement.

In a case of suspension and/or termination, the Utilities shall pay for Authorized Work satisfactorily performed prior to the date of suspension or termination but in no event shall the Utilities be liable for lost or anticipated proceeds or overhead on uncompleted portions of the Authorized Work.

Section 17.5 Declaration of Default. Any Party, by written notice of default, may declare a default of the whole or any part of this Programs Agreement by another Party, if the other Party has breached any of its obligations under the Programs Agreement.

Section 17.6 Opportunity to Cure. Upon delivery of a notice of default, the defaulting Party shall have a reasonable amount of time, but not greater than twenty (20) Business Days, to cure the default or demonstrate convincing progress toward a cure.

Section 17.7 Unless default is timely cured, or in the event the same default occurs more than three times in a 12-month period, the non-breaching Party may (i) notify Commission staff of the dispute; (ii) suspend payment of a particular invoice, or portion thereof, which may be subject to the dispute; (iii) suspend all further performance by the non-breaching Party until the breach is cured; (iv) seek an order, decision or resolution from the Commission authorizing and directing termination of all or part of this Programs Agreement; or (v) any combination of the above. In the event the Commission authorizes and directs that the non-breaching Party can terminate all or part of the Programs Agreement, the non-breaching Party shall notify the breaching Party of such decision and thereafter all or a portion of the Programs Agreement, as authorized by the Commission, shall be deemed terminated. Notwithstanding the foregoing, the Utilities may immediately suspend their obligations under this Program Agreement in the event the Utilities reasonably determine that any I-REN Constituent Agency has committed a material and non-curable breach of applicable laws, rules, regulations, Commission orders or directives, or is using confidential information or Confidential Customer Information in a manner not contemplated under this Programs Agreement. A material breach shall include failure by the WRCOG to comply with duties owed to the Commission and/or Commission staff as defined in the Decision.

Section 17.8 Breach of Duty of Confidentiality. In the event of a breach of any provision of Article XVI, the non-breaching Party is immediately relieved of any obligation to provide further Confidential Customer Information and/or computer system access and may demand immediate return of all Confidential Customer Information or other confidential information that may have been provided. This remedy is in addition to the remedies for material breach listed above.

Section 17.9 Subject to the provisions of this Programs Agreement, the WRCOG, as the I-REN Authorized Agent, shall be entitled to funds for all expenditures incurred or accrued up to the effective date of termination or suspension of the Programs Agreement, provided that any reports, invoices, documents or information required under the Programs Agreement are submitted in accordance with the terms and conditions of the Programs Agreement. The provisions of this Section 17.9 shall be the WRCOG's sole compensation resulting from any termination or suspension of this Programs Agreement. In the event of termination or suspension, the WRCOG shall (and shall cause each other person performing the same to) stop any Authorized Work then in progress and take action to bring the activities to an orderly conclusion, and the Parties shall work cooperatively to facilitate the termination of operations and of any applicable contracts.

ARTICLE XVIII Other Provisions

Section 18.1 Notices. Any written notice, demand or request required or authorized in connection with this Programs Agreement shall be deemed properly given if delivered in person or sent by facsimile, nationally recognized overnight courier, or first-class mail, postage prepaid, to the address specified below, or to another address specified in writing by a Party as follows:

WRCOG:

Casey Dailey
Director of Energy & Environmental Programs
Western Riverside Council of Governments
3390 University Avenue, Suite 200
Riverside, CA 92501
Tel: (951) 405-6720
E-Mail: cdailey@wrcog.us

SCE:

Christopher Malotte, Sr. Advisor
Southern California Edison Company
1515 Walnut Grove Avenue
Rosemead, CA 91770
Tel: (626) 302-0857
Email: christopher.malotte@sce.com

SoCalGas:

Chauncy C. Tou, Principal Customer Programs Advisor
Southern California Gas Company
555 W. Fifth Street, GT19A8
Los Angeles, CA 90013
Phone: (213) 244-2823
E-mail: CTou@SoCalGas.com

With copy: _____

Section 18.2 Amendments. Except as otherwise explicitly set forth herein, this Programs Agreement may be changed only by written amendment(s) duly executed by the Utilities and the WRCOG.

Section 18.3 Validity. The Parties agree to the rule of contract interpretation which allows the Court to disregard invalid clauses so that it may otherwise hold the remaining provisions of this Programs Agreement as binding.

Section 18.4 Notification of Certain Matters. The WRCOG shall give prompt written notice to the Utilities of (i) the occurrence or non-occurrence of any change, condition or event, the occurrence or non-occurrence of which would render any representation or warranty of the WRCOG contained in this Agreement, if made on or immediately following the date of such event, untrue or inaccurate, (ii) any failure of the WRCOG or any of the I-REN Constituent Agencies to comply with or satisfy any covenant or agreement to be complied with or satisfied by it hereunder.

Section 18.5 Successors and Assigns. The Programs Agreement shall be binding on the Parties and their respective successors and assigns. No Party shall assign, delegate, or transfer the Programs Agreement or any interest under it without the prior written consent of the other Parties and the Commission. Any purported assignment of the Programs Agreement by the WRCOG either by operation of law, order of any court, or pursuant to any plan of merger, consolidation or liquidation, shall be deemed an assignment by the WRCOG for which prior consent is required, and any assignment made without any such consent shall be void and of no effect as among the Parties. Notwithstanding the foregoing, if a Utility is requested or required by the Commission to assign its rights and/or delegate its duties hereunder, in whole or in part, such assignment or delegation shall not require any other Parties' consent and the Utility shall be released from all obligations hereunder arising after the effective date of such assignment, both as principal and as surety.

Section 18.6 Remedies Cumulative. All remedies provided for in this Programs Agreement shall be cumulative and in addition to, and not in lieu of, any other remedies available to any Party at law or in equity.

Section 18.7 No Third-Party Beneficiaries. Except as provided in Sections 13.1, 13.2 and 14.5, nothing in this Agreement, express or implied, is intended to or shall confer upon any person (including without limitation, any I-REN Constituent Agency, Third-Party Contractor, Subcontractor or Customer) other than the Parties and their respective successors and permitted assigns any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

Section 18.8 No Construction Against Drafter. No provision of this Programs Agreement shall be construed against any Party merely because that Party drafted the document. Each Party represents that it has had time to review and discuss provisions of the Programs Agreement with interested parties, including its attorneys, and understands the terms and obligations as written.

Section 18.9 Severability. If any section, provision, or portion of the Programs Agreement is held to be invalid, illegal, or void by a court of proper jurisdiction, or is terminated by the Parties by direction or by order of the Commission or by the Commission itself, or if an individual Program is terminated by the Parties or at the direction or order of the Commission, such decision shall not impair, affect, or invalidate the remainder of this Programs Agreement. To the extent necessary, the invalid provision shall be reformed so that each Party shall have the obligation to perform reasonably to give the other Party the benefit of its bargain. In the event that the invalid provision cannot be reformed, the remainder of the Programs Agreement shall subsist and continue in full force and effect, and the invalid provision shall be deemed stricken from the Programs Agreement.

Section 18.10 No Waiver. No waiver by any Party of any default or breach of any provision of this Programs Agreement shall constitute a waiver of any other default or breach. Failure of a Party to enforce at any time, or from time to time, any provision of this Programs Agreement shall not be construed as a waiver thereof.

Section 18.11 Survival. Despite the completion or termination of a Program or any service, scope of work with respect to individual projects supported by Authorized Work, Authorized Work, activities or deliverables under this Programs Agreement, or any portion of the Programs Agreement, the Parties shall continue to be bound by those provisions of the Programs Agreement which by their nature survive the completion or termination.

Section 18.12 Further Assurances. The Parties, at the request of another, shall perform those actions, including executing additional documents and instruments, reasonably necessary to give full effect to the full performance of the Programs Agreement.

Section 18.13 Conflict of Interest. The WRCOG represents and agrees that, to the best of its knowledge, it shall not, and shall cause each I-REN Constituent Agency not to hire or otherwise engage any current SoCalGas, SCE, or Commission employee, current employee's spouse, other person or entity that has a conflict of interest to perform any part of the activities contemplated under this Programs Agreement.

Section 18.14 Governing Law; Venue. This Programs Agreement shall be interpreted, governed, and construed under the laws of the State of California as executed and to be performed wholly within the State of California without regard to its conflict of laws provisions. Any action brought to enforce or interpret this Programs Agreement shall be filed in Riverside County, California.

Section 18.15 Counterparts. This Programs Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument, so long as duplicate originals are delivered to all Parties.

ARTICLE XIX Authorization Warranties

Section 19.1 Each of the Constituent COGS represents and warrants that the person executing this Programs Agreement is its authorized agent who has actual authority to bind it to each and every term, condition, and obligation of this Programs Agreement, and that all requirements of such the Constituent COG have been fulfilled to provide such actual authority. The WRCOG has delivered to the Utilities the following documents, which are true and complete and current and effective as of the Effective Date and which shall remain effective throughout the term of this Programs Agreement: the WRCOG JPA, the CVAG JPA and the SANBAG JPA.

Section 19.2 SoCalGas represents and warrants that the person executing this Programs Agreement for SoCalGas is an authorized agent who has actual authority to bind SoCalGas to each and every term, condition, and obligation of this Programs Agreement and that all requirements of SoCalGas have been fulfilled to provide such actual authority.

Section 19.3 SCE represents and warrants that the person executing this Programs Agreement for SCE is an authorized agent who has the actual authority to bind SCE to each and every term, condition, and obligation of this Programs Agreement, and that all requirements of SCE have been fulfilled to provide such actual authority.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above Effective Date by their respective duly authorized persons.

SCE:

SoCalGas:

By _____
Jill C. Anderson
VP Customer Programs & Services

By _____
Jimmie I. Cho
COO

WRCOG:

By _____

For purposes of Sections 3.1, 4.3, 7.12, 14.5, 18.2 and 19.1 and Articles XIII and XVI, as well as Exhibits C and D only:

CVAG:

By _____

SANBAG:

By _____



Inland Regional Energy Network Technical Assistance and Strategic Energy Planning Program Implementation Plan

June 1, 2022

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PROGRAM OVERVIEW

The Inland Regional Energy Network’s (I-REN) Technical Assistance and Strategic Energy Planning program will provide short-term and mid-term technical support for local governments, special districts, school districts, and tribes to increase energy efficiency in publicly owned facilities. Additional support and technical services will be provided to design high performing, energy efficient buildings. The program will implement a strategy of developing a regional Building Upgrade Concierge (BUC) for local governments, special districts, and tribal communities with technical guidance and tools to inform and enable priority energy improvements. I-REN will provide person-to-person support for local governments to get higher levels of assistance and support for their energy efficiency projects, through concierge-style support to help fill gaps in staff capacity and resources at these local government jurisdictions.

PROGRAM BUDGET AND SAVINGS

1. Program and/or Sub-Program Name

Technical Assistance and Strategic Energy Planning

2. Program / Sub-Program ID number

IREN-PUBL-001

3. Program / Sub-program Budget Table

| Technical Assistance and Strategic Energy Planning | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 |
|--|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Administration | \$358,819 | \$339,172 | \$352,739 | \$366,849 | \$366,849 | \$366,849 |
| Marketing, Education, & Outreach | \$162,000 | \$168,000 | \$186,120 | \$204,365 | \$204,365 | \$204,365 |
| Implementation (Non-Incentives) | \$2,582,083 | \$2,401,047 | \$2,466,688 | \$2,536,555 | \$2,536,555 | \$2,536,555 |
| Incentives | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total | \$3,102,902 | \$2,908,219 | \$3,005,547 | \$3,107,769 | \$3,107,769 | \$3,107,769 |

4. Program / Sub-program Gross Impacts Table

| Projected Net Savings | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 |
|-----------------------|------|------|------|------|------|------|
| Forecast kWh | - | - | - | - | - | - |
| Forecast kW | - | - | - | - | - | - |
| Forecast Therms | - | - | - | - | - | - |

5. Program / Sub-Program Cost Effectiveness (TRC)

| 2022 | 2023 | 2024 | 2025 | 2026 | 2027 |
|------|------|------|------|------|------|
| - | - | - | - | - | - |

6. Program / Sub-Program Cost Effectiveness (PAC):

| 2022 | 2023 | 2024 | 2025 | 2026 | 2027 |
|------|------|------|------|------|------|
| - | - | - | - | - | - |

7. Type of Program / Sub-Program Implementer (PA-delivered, third party-delivered or Partnership):

Third party-delivered

8. Market Sector

Public

9. Program / Sub-program Type

Non-resource, equity segment

10. Market channel(s) (i.e., downstream, midstream, and/or upstream) and Intervention Strategies (e.g., direct install, incentive, finance, audit, technical assistance, etc.), campaign goals, and timeline

Technical assistance, Partnership-building, Outreach and education

IMPLEMENTATION PLAN NARRATIVE

11. Program Description

The councils of government (COGs) that make up I-REN have direct relationships and a history of collaborating with the many government jurisdictions in their territory. I-REN will provide person-to-person technical assistance to local governments to support energy efficiency projects including, but not limited to, strategic energy planning and benchmarking. I-REN will also develop tools and resources to increase public sector participation in other federal, state, and local programs.

12. Program Delivery and Customer Services

The program will develop a regional Building Upgrade Concierge (BUC) for local governments, special districts, and tribal communities with technical guidance and tools to inform and enable priority energy improvements. To achieve this, the program plans to implement the following tactics, with the overall objective of the program to ensure local governments have support and resources to develop and implement their strategic energy plans and energy efficiency projects.

- Establish person-to-person support for local governments to get higher levels of assistance and support for their EE projects.
- Develop or enhance strategic energy plans to connect local government goals related to climate, resilience, and economic development to energy efficiency programs and adoption.

- Create resources for the public sector to tap into EE and distributed energy resources programs offered by other providers and IOUs.

13. Program Design and Best Practices

The Technical Assistance and Strategic Energy Planning program’s design was chosen by I-REN in response to challenges faced by local governments regarding EE improvements. I-REN’s local governments have limited incentives to complete energy upgrades and are challenged to maintain and upgrade these facilities due to lack of funding for capital improvements, a lack of awareness related to energy efficiency and other energy efficiency program opportunities, limited time, and staff resources, along with conflicting priorities.

Strategies to achieve I-REN’s goals for the Public Sector will place added emphasis on “aggressive efficiency for jurisdiction-owned buildings,”¹ and energy efficiency improvements to existing buildings that serve low income, moderate income, and disadvantaged communities. I-REN will provide person-to-person technical assistance to local governments to support energy efficiency projects including, but not limited to, strategic energy planning and benchmarking. I-REN will also develop tools and resources to increase public sector participation in other federal, state, and local programs.

14. Innovation

Some of the greatest challenges to participation in the public sector in the I-REN service area may also be indicators of unrealized energy savings potential. I-REN has designed its Public Sector strategies and tactics to help local government agencies, tribal leadership, and staff at school districts and special districts overcome these participation barriers to improve their facilities’ energy performance and harvest “stranded” energy savings.

15. Metrics

Based on intervention strategies I-REN developed for Public Sector, the following are examples of metrics that will track program performance:

- Public Sector market penetration
- Public Sector financing

Additional metrics for this new program are forthcoming.

16. For Programs claiming to-code savings

Not applicable.

17. Pilots

Not applicable.

18. Workforce Education and Training

While there are no direct Workforce Education and Training efforts, this program aims to provide technical assistance, locally focused resources, and person-to-person support that are needed to develop and implement strategic energy plans for the public sector.

¹ Existing Buildings Energy Efficiency Action Plan, Strategy 1.7 Local Government Leadership. <https://efiling.energy.ca.gov/getdocument.aspx?tn=206015> Accessed October 2020.

19. Workforce Standards

Not applicable.

20. Disadvantaged Worker Plan

It is a priority of this program to target and serve disadvantaged, and underserved communities.

21. Additional information

Not applicable.

SUPPORTING DOCUMENTS

1. Program Manuals and Program Rules

The Program Manual will be developed and incorporated into this Implementation Plan after program implementers are under contract.

2. Program Theory and Program Logic Model

Forthcoming.

3. Process Flow Chart

Forthcoming.

4. Incentive Tables, Workpapers, Software Tools

Not applicable.

5. Quantitative Program Targets

Targets will be established after program implementers are under contract.

6. Diagram of Program

Forthcoming.

7. Evaluation, Measurement & Verification (EM&V)

The current lack of energy efficiency data about the public sector places added importance on the role of EM&V. I-REN will collaborate with the CPUC and stakeholders to ensure that data collection activities are embedded in Public Sector program design to capture the information necessary to meet evaluation requirements and to help expand the understanding of energy efficiency potential and best practices in this relatively new sector.

8. Normalized Metered Energy Consumption (NMEC)

Not applicable.



Inland Regional Energy Network Public Buildings NMEC Program Implementation Plan

June 1, 2022

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| 8. Market Sector | 4 |
| 9. Program / Sub-program Type | 4 |
| 10. Market channel(s) (i.e., downstream, midstream, and/or upstream) and Intervention Strategies (e.g., direct install, incentive, finance, audit, technical assistance, etc.), campaign goals, and timeline | 4 |
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PROGRAM OVERVIEW

The Inland Regional Energy Network’s (I-REN) Public Buildings NMEC Program will (in year two of I-REN program administration) provide incentives and financing for savings based on Normalized Metered Energy Consumption (NMEC) achieved over three to five years, with a special focus on HVAC improvements to community-serving buildings. I-REN will also leverage sustaining financing mechanisms to support HVAC upgrades in public buildings. If a third-party program becomes available that serves this need and makes this resource offering duplicative, I-REN will focus its full Public Sector budget on providing technical assistance and strategic energy planning through the BUC. I-REN has designed its Public Sector offerings to be flexible and its goals and targets can be adjusted accordingly to meet the needs of the region. Through their extensive work with local governments and their committee structure, the I-REN governing agencies have become a trusted voice and advocate for the public sector in their two counties. By collaborating with their member jurisdictions and using their established communication networks, I-REN can provide regionally focused public sector solutions to help local governments succeed as energy efficiency leaders.

PROGRAM BUDGET AND SAVINGS

1. Program and/or Sub-Program Name

Public Buildings NMEC

2. Program / Sub-Program ID number

IREN-PUBL-001

3. Program / Sub-program Budget Table

| Public Buildings NMEC | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 |
|----------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Administration | \$270,000 | \$280,000 | \$310,200 | \$340,608 | \$340,608 | \$340,608 |
| Marketing, Education, & Outreach | \$215,292 | \$203,503 | \$211,643 | \$220,109 | \$220,109 | \$220,109 |
| Implementation (Non-Incentives) | \$1,200,000 | \$1,300,000 | \$1,352,000 | \$1,406,080 | \$1,406,080 | \$1,406,080 |
| Incentives | \$1,500,000 | \$1,500,000 | \$1,750,000 | \$2,000,000 | \$2,000,000 | \$2,000,000 |
| Total | \$3,185,292 | \$3,283,503 | \$3,623,843 | \$3,966,797 | \$3,966,797 | \$3,966,797 |

4. Program / Sub-program Gross Impacts Table

| Projected Net Savings | 2022 | 2023 | 2024 | 2025 |
|-----------------------|-----------|-----------|-----------|-----------|
| Forecast kWh | 4,175,629 | 4,361,224 | 4,361,224 | 5,763,031 |
| Forecast kW | 720 | 813 | 813 | 1084 |
| Forecast Therms | 121,315 | 147,884 | 147,884 | 196,707 |

5. Program / Sub-Program Cost Effectiveness (TRC)

| 2022 | 2023 | 2024 | 2025 |
|------|------|------|------|
| 0.45 | 0.51 | 0.47 | 0.61 |

6. Program / Sub-Program Cost Effectiveness (PAC):

| 2022 | 2023 | 2024 | 2025 |
|------|------|------|------|
| 0.74 | 0.81 | 0.79 | 1.03 |

7. Type of Program / Sub-Program Implementer (PA-delivered, third party-delivered or Partnership):

Third party-delivered

8. Market Sector

Public

9. Program / Sub-program Type

Resource, equity segment

10. Market channel(s) (i.e., downstream, midstream, and/or upstream) and Intervention Strategies (e.g., direct install, incentive, finance, audit, technical assistance, etc.), campaign goals, and timeline

Downstream, incentive, technical assistance

IMPLEMENTATION PLAN NARRATIVE

1. Program Description

I-REN proposes to offer a resource program with incentives for measures including but not limited to HVAC tune ups and retrofits; exterior and interior lighting and smart controls; and operations and maintenance. The program would be open to all public sector facilities including those operated by county and city government, school districts, special districts, and tribes.

2. Program Delivery and Customer Services

Program outreach will focus initially on public gathering spaces such as community and neighborhood centers, health and recreation centers, senior centers, teen centers, and libraries. Implementing energy efficiency projects at these locations will serve multiple goals, including but not limited to those described here:

- Upgrades and retrofits to HVAC and lighting equipment both interior and exterior will improve comfort and safety at facilities that benefit vulnerable populations such as children, elders, and low income, disadvantaged, and underserved communities.
- Higher efficiency equipment, appliances and controls such as cooling-dominated HVAC loads as well as improvements to operations and maintenance will lower energy bills for local governments, reducing overhead and freeing up funds for other projects.

- Completion of projects at these high-visibility locations will support achieving local and statewide energy efficiency and greenhouse gas reduction goals while also positioning local governments as energy efficiency leaders within their communities.

The program will use an NMEC approach to calculate savings and demonstrate persistence of savings. By using NMEC to calculate savings, the program will help protect against unrealized savings. Combined with technical assistance and reinforcement of operations and management best practices, public sector customers will experience maximized savings.

3. Program Design and Best Practices

Public Buildings NMEC Program's design was chosen by I-REN in response to challenges faced by local governments regarding EE improvements. I-REN's local governments have limited incentives to complete energy upgrades and are challenged to maintain and upgrade these facilities due to lack of funding for capital improvements, a lack of awareness related to energy efficiency and other energy efficiency program opportunities, limited time, and staff resources, along with conflicting priorities.

Strategies to achieve I-REN's goals for the Public Sector will be based around establishing incentives and leveraging existing financing mechanisms to assist local governments with implementing energy efficiency projects in public buildings. To achieve I-REN's goal in the public sector of helping local governments afford and finance a range of energy efficiency upgrades, the Public Buildings NMEC Program will implement the following tactics:

- Deliver a resource offering to provide incentives for savings based on Normalized Metered Energy Consumption (NMEC) achieved over three to five years.
- Leverage sustaining financing mechanisms for HVAC upgrades in public buildings.

4. Innovation

Some of the greatest challenges to participation in the public sector in the I-REN service area may also be indicators of unrealized energy savings potential. I-REN has designed its Public Sector strategies and tactics to help local government agencies, tribal leadership, and staff at school districts and special districts overcome these participation barriers to improve their facilities' energy performance and harvest "stranded" energy savings.

5. Metrics

Based on intervention strategies I-REN developed for Public Sector, the following are examples of metrics that will track program performance:

- Energy Savings
- Public Sector market penetration
- Public Sector financing

Additional metrics for this new program are forthcoming.

6. For Programs claiming to-code savings

Not applicable.

7. Pilots

Not applicable.

8. Workforce Education and Training

There are no Workforce Education and Training initiatives for this program.

9. Workforce Standards

Not applicable.

10. Disadvantaged Worker Plan

While this program does not aim specifically to target disadvantaged workers and communities, it is a consistent goal of I-REN's to reach and serve this demographic.

11. Additional information

Not applicable.

SUPPORTING DOCUMENTS

1. Program Manuals and Program Rules

The Program Manual will be developed and incorporated into this Implementation Plan after program implementers are under contract.

2. Program Theory and Program Logic Model

Forthcoming.

3. Process Flow Chart

Forthcoming.

4. Incentive Tables, Workpapers, Software Tools

Not applicable.

5. Quantitative Program Targets

Targets will be established after program implementers are under contract.

6. Diagram of Program

Forthcoming.

7. Evaluation, Measurement & Verification (EM&V)

The current lack of energy efficiency data about the public sector places added importance on the role of EM&V. I-REN will collaborate with the CPUC and stakeholders to ensure that data collection activities are embedded in Public Sector program design to capture the information necessary to meet evaluation requirements and to help expand the understanding of energy efficiency potential and best practices in this relatively new sector.

8. Normalized Metered Energy Consumption (NMEC)

I-REN will deliver a resource offering to provide incentives for meter-based savings (Normalized Metered Energy Consumption or NMEC) achieved over three to five years. I-REN will also leverage sustaining financing mechanisms to support HVAC upgrades in public buildings. Additional details regarding the I-REN public sector NMEC program are forthcoming after program implementers are under contract.



Inland Regional Energy Network Training and Education Program Implementation Plan

June 1, 2022

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PROGRAM OVERVIEW

The Inland Regional Energy Network’s (I-REN) Training and Education Program is a non-resource program with the purpose of establishing local partnerships with existing and potential training providers in the region to assess the training resources available in the region, offer “train the trainer” support to providers on energy efficiency topics and trends with a focus on the needs of the local market, and develop sites and delivery mechanisms to help ensure equitable access to training.

PROGRAM BUDGET AND SAVINGS

1. Program and/or Sub-Program Name

Training and Education

2. Program / Sub-Program ID number

IREN-WET-001

3. Program / Sub-program Budget Table

| Training and Education | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 |
|----------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Administration | \$101,295 | \$103,217 | \$109,561 | \$108,342 | \$108,342 | \$108,342 |
| Marketing, Education, & Outreach | \$74,421 | \$81,675 | \$80,493 | \$95,474 | \$95,474 | \$95,474 |
| Implementation (Non-Incentives) | \$837,233 | \$847,277 | \$905,552 | \$879,600 | \$879,600 | \$879,600 |
| Incentives | | | | | | |
| Total | \$1,012,949 | \$1,032,169 | \$1,095,606 | \$1,083,416 | \$1,083,416 | \$1,083,416 |

4. Program / Sub-program Gross Impacts Table

| Projected Net Savings | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 |
|-----------------------|------|------|------|------|------|------|
| Forecast kWh | - | - | - | - | - | - |
| Forecast kW | - | - | - | - | - | - |
| Forecast Therms | - | - | - | - | - | - |

5. Program / Sub-Program Cost Effectiveness (TRC)

| 2022 | 2023 | 2024 | 2025 | 2026 | 2027 |
|------|------|------|------|------|------|
| - | - | - | - | - | - |

6. Program / Sub-Program Cost Effectiveness (PAC):

| 2022 | 2023 | 2024 | 2025 | 2026 | 2027 |
|------|------|------|------|------|------|
|------|------|------|------|------|------|

| | | | | | |
|---|---|---|---|---|---|
| - | - | - | - | - | - |
|---|---|---|---|---|---|

7. Type of Program / Sub-Program Implementer (PA-delivered, third party-delivered or Partnership):

Third party-delivered

8. Market Sector

Cross-Cutting

9. Program / Sub-program Type

Non-resource, market support segment

10. Market channel(s) (i.e., downstream, midstream, and/or upstream) and Intervention Strategies (e.g., direct install, incentive, finance, audit, technical assistance, etc.), campaign goals, and timeline

Outreach, Training and Education

IMPLEMENTATION PLAN NARRATIVE

1. Program Description

I-REN’s Training and Education Program objective is to create a robust local network of training programs that increase capacity and knowledge related to energy efficiency in the building industry. Through this program, I-REN will employ data collection to assess the training offerings in the region. This effort is crucial for informing a plan of action that will address gaps, build on promising opportunities, and avoid duplication of effort. This exercise also helps establish connections or build on existing partnerships among regional stakeholders. In addition, from the data collection previously mentioned, I-REN will collaborate with training providers and the IOUs to address gaps in educational offerings and determine the most effective way to bridge those gaps in the region.

2. Program Delivery and Customer Services

I-REN’s tactics for this Program will be to assess training opportunities available in the region by rigorous data collection exercises to establish connections or build on existing partnerships among regional stakeholders. This training marketplace analysis will be examined through multiple lenses, potentially including but not limited to the following:

- Stakeholders: Who are the organizations currently providing training in the region?
- Content: What topics, technologies, and skills are covered in currently available training?
- Modalities: How is training delivered?
- Metrics: What metrics need to be tracked to ensure that trainings are effective?
- Geography: For in-person training, where in the region are these trainings offered?
- Equity: Are underserved communities, DACs, tribes, and other marginalized groups able to take advantage of training opportunities?
- Access: What are the barriers to accessing and hosting training, especially for disadvantaged workers?

- Program and market needs: What are the programs that will be offered by IOUs or other PAs that require specific skills?

Additionally, I-REN will offer “train the trainer” support to providers on energy efficiency topics and trends. Encourage providers to focus on the needs of the local market. Through their work with both the public and private sectors the I-REN governing agencies bring connections to professionals in various trades who can lend their expertise to this effort. I-REN can work with providers to develop and/or tailor content around energy efficiency topics and trends potentially including but not limited to the following:

- Mechanical HVAC basics
- Passive house and zero net carbon/energy
- Heat pump water heaters, and other electrification measures
- Certified Energy Manager (CEM)
- Operations and facilities management
- Building Performance Institute (BPI) trainings
- Codes training including solar and battery installation and smart energy systems
- Building Envelope sealing (duct blower tests, insulation/radiant barrier checks, etc.)
- HERS, CHEERS and DOE Home Energy Scores certifications

3. Program Design and Best Practices

I-REN’s Training and Education program design was chosen by I-REN in response to the gap between demand and supply of existing trades people to provide energy efficiency services in the I-REN service territory. For contractors looking to expand their skills, career advancement and access to high-road jobs, the pathways for obtaining additional certifications can be complicated, costly, and limited by timing or distance.

To address this gap, I-REN’s program design will include the following strategies:

- Promote relevant training opportunities in collaboration with WIBs to upskill the workforce. Collaborate with employers to provide continuing education for professional development and employee retention.
- Foster connections between workforce and industry. Promote relevant training opportunities in collaboration with WIBs to upskill the workforce.
- Promote relevant training opportunities to upskill the workforce. Improve access to training by increasing the number of sites and delivery mechanisms. Collaborate with employers to provide continuing education for professional development and employee retention

4. Innovation

Based on I-REN’s market analysis, there is a gap between the demand and supply of existing trades people to provide energy efficiency services in the I-REN service territory. For contractors looking to expand their skills, career advancement and access to high-road jobs, the pathways for obtaining additional certifications can be complicated, costly, and limited by timing or distance.

Through I-REN's program design and best practices outlined above, this program aims to overcome these barriers and provide the Workforce Education and Training sector with new and innovative approaches to do so going forward.

5. Metrics

I-REN's Training and Education Program intends to track the following metrics to establish program progress:

- Number of collaborations
- Participants by sector
- Participation relative to eligible population
- Percent of incentive dollars spent contracts with a demonstrated commitment to provide career pathways to disadvantaged workers
- Number of participants that are employed for 12 months after training

6. For Programs claiming to-code savings

Not applicable.

7. Pilots

Not applicable.

8. Workforce Education and Training

I-REN's Training and Education Program is solely focused on providing workforce education and training as outlined above. I-REN will partner with employers, such as engineering, building, architecture, and construction-related firms, other PAs, and local governments to provide EE workforce education and training to these entities' stakeholders. Additional details forthcoming after program training partners and/or implementers are onboarded.

9. Workforce Standards

Not applicable.

10. Disadvantaged Worker Plan

It is a priority for this program to target disadvantaged workers. Disadvantaged worker participation in the program will be tracked consistently to ensure that this population is being served. Additional details forthcoming after program training partners and/or implementers are onboarded.

11. Additional information

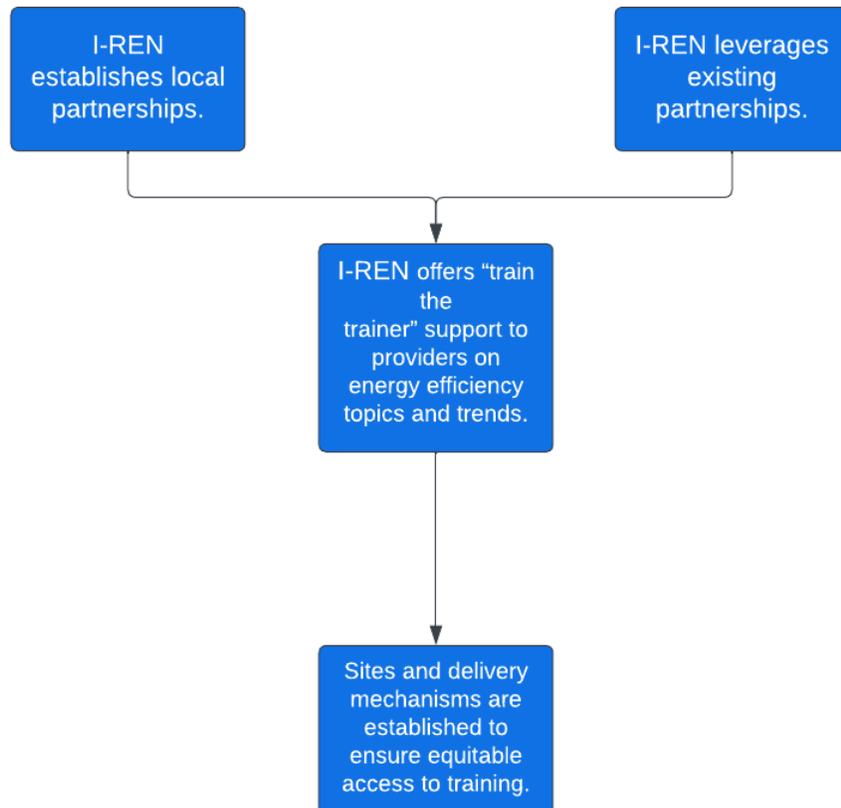
Not applicable.

SUPPORTING DOCUMENTS

1. Program Manuals and Program Rules

The Program Manual will be developed and incorporated into this Implementation Plan once trainers are onboarded.

2. Program Theory and Program Logic Model



3. Process Flow Chart

Forthcoming and more detailed components will be developed once trainers are onboarded.

4. Incentive Tables, Workpapers, Software Tools

Not applicable.

5. Quantitative Program Targets

Forthcoming and more detailed components will be developed once trainers are onboarded.

6. Diagram of Program

Forthcoming and more detailed components will be developed once trainers are onboarded.

7. Evaluation, Measurement & Verification (EM&V)

As a new REN, I-REN is interested in collaborating with the CPUC, CEC, Energy Division, other PAs, and the WE&T community to support statewide and regional efforts around WE&T EM&V Roadmaps and Plans. I-REN will collaborate with the CPUC and other stakeholders to ensure that data collection activities are embedded in C&S program design to capture the information necessary to meet evaluation requirements and also to help expand the understanding of REN program impacts in this cross-cutting sector.

8. Normalized Metered Energy Consumption (NMEC)

Not applicable.



Inland Regional Energy Network Workforce Development Program Implementation Plan

June 1, 2022

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PROGRAM OVERVIEW

The Inland Regional Energy Network’s (I-REN) Workforce Development Program is a non-resource program with the purpose of facilitating industry engagement and develop job pathways by convening local partners in the community, reinforcing pathways from schools into jobs in the energy efficiency workforce, and encouraging connections between industry and workforce development organizations.

PROGRAM BUDGET AND SAVINGS

1. Program and/or Sub-Program Name

Workforce Development

2. Program / Sub-Program ID number

IREN-WET-002

3. Program / Sub-program Budget Table

| Workforce Development | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 |
|----------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Administration | \$124,034 | \$136,126 | \$134,155 | \$159,123 | \$159,123 | \$159,123 |
| Marketing, Education, & Outreach | \$60,777 | \$61,931 | \$65,737 | \$65,005 | \$65,005 | \$65,005 |
| Implementation (Non-Incentives) | \$1,055,535 | \$1,163,200 | \$1,141,666 | \$1,367,106 | \$1,367,106 | \$1,367,106 |
| Incentives | | | | | | |
| Total | \$1,240,346 | \$1,361,257 | \$1,341,558 | \$1,591,234 | \$1,591,234 | \$1,591,234 |

4. Program / Sub-program Gross Impacts Table

| Projected Net Savings | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 |
|-----------------------|------|------|------|------|------|------|
| Forecast kWh | - | - | - | - | - | - |
| Forecast kW | - | - | - | - | - | - |
| Forecast Therms | - | - | - | - | - | - |

5. Program / Sub-Program Cost Effectiveness (TRC)

| 2022 | 2023 | 2024 | 2025 | 2026 | 2027 |
|------|------|------|------|------|------|
| - | - | - | - | - | - |

6. Program / Sub-Program Cost Effectiveness (PAC):

| 2022 | 2023 | 2024 | 2025 | 2026 | 2027 |
|------|------|------|------|------|------|
|------|------|------|------|------|------|

| | | | | | |
|---|---|---|---|---|---|
| - | - | - | - | - | - |
|---|---|---|---|---|---|

7. Type of Program / Sub-Program Implementer (PA-delivered, third party-delivered or Partnership):

Third party-delivered

8. Market Sector

Cross-Cutting

9. Program / Sub-program Type

Non-resource, market support segment

10. Market channel(s) (i.e., downstream, midstream, and/or upstream) and Intervention Strategies (e.g., direct install, incentive, finance, audit, technical assistance, etc.), campaign goals, and timeline

Outreach, Training and Education

IMPLEMENTATION PLAN NARRATIVE

1. Program Description

I-REN’s Workforce Development Program objective is to increase the number of skilled energy efficiency workers in the region. To achieve this objective, I-REN will implement a strategy of facilitating industry engagement and development of job pathways to identify demand and jobs for a trained workforce.

2. Program Delivery and Customer Services

I-REN’s tactics for this Program include convening and engaging partners and organizations to define and establish a green workforce, reinforce pathways from high school, trade schools, and colleges into jobs in the energy efficiency workforce, in collaboration with established community partners, and facilitating identification of opportunities for building companies and local workforce partners to network and connect.

3. Program Design and Best Practices

I-REN’s Workforce Development program design was chosen by I-REN in response to the gap between demand and supply of existing trades people to provide energy efficiency services in the I-REN service territory. For contractors looking to expand their skills, career advancement and access to high-road jobs, the pathways for obtaining additional certifications can be complicated, costly, and limited by timing or distance.

To address this gap, I-REN’s program design will include the following strategies:

- Foster connections between workforce and industry. Identify and illuminate the pathways to energy efficiency and advanced energy jobs

4. [Innovation](#)

As part of its established committee structure, I-REN regularly engages with leaders in both the public sector and private industry. In establishing what the green workforce means to the Inland Empire, it will be important to consider the green job opportunities within cross-cutting areas such as the Public Sector and C&S community. For example, to maximize the benefits of energy efficiency in the region, local governments have a need for well-trained facility managers in publicly owned buildings, and knowledgeable permitting staff in building departments. Similarly, local, and regional contractors and other members of the building community have a need for skilled workers to implement efficient construction and equipment installation practices. Through this engagement tactic I-REN can gain valuable insight into each entity's role in this work, while creating connections between stakeholders and fostering a collective vision and mission for developing the Inland Empire's green workforce.

5. [Metrics](#)

I-REN's Workforce Development Program intends to track the following metrics to establish program progress:

- Number of collaborations
- Participants by sector
- Participation relative to eligible population
- Percent of incentive dollars spent contracts with a demonstrated commitment to provide career pathways to disadvantaged workers
- Number of participants that are employed for 12 months after training

6. [For Programs claiming to-code savings](#)

Not applicable.

7. [Pilots](#)

Not applicable.

8. [Workforce Education and Training](#)

I-REN's plan for workforce education and training within the Workforce Development Program consists of convening and engaging partners and organizations to define and establish a green workforce, with the objective of increasing the number of skilled energy efficiency workers in the region. Additionally, the Workforce Development Program will reinforce pathways from high school, trade schools, and colleges into jobs in the energy efficiency workforce, in collaboration with established community partners. Additional details forthcoming as program partners are onboarded.

9. [Workforce Standards](#)

Not applicable.

10. [Disadvantaged Worker Plan](#)

It is priority for this program to target disadvantaged workers. Disadvantaged worker participation in the program will be tracked consistently to ensure that this population is being served. Additional details forthcoming as program partners are onboarded.

11. Additional information

Not applicable.

SUPPORTING DOCUMENTS

1. Program Manuals and Program Rules

The Program Manual will be developed and incorporated into this Implementation Plan once program partners are onboarded.

2. Program Theory and Program Logic Model



3. Process Flow Chart

Forthcoming and more detailed components will be developed once program partners are onboarded.

4. Incentive Tables, Workpapers, Software Tools

Not applicable.

5. Quantitative Program Targets

Forthcoming and more detailed components will be developed once program partners are onboarded.

6. Diagram of Program

Forthcoming and more detailed components will be developed once program partners are onboarded.

7. Evaluation, Measurement & Verification (EM&V)

As a new REN, I-REN is interested in collaborating with the CPUC, CEC, Energy Division, other PAs, and the WE&T community to support statewide and regional efforts around WE&T EM&V Roadmaps and Plans. I-REN will collaborate with the CPUC and other stakeholders to ensure that data collection activities are embedded in C&S program design to capture the information necessary to meet evaluation requirements and also to help expand the understanding of REN program impacts in this cross-cutting sector.

8. Normalized Metered Energy Consumption (NMEC)

Not applicable.



Inland Regional Energy Network Codes and Standards Training and Education Implementation Plan

June 1, 2022

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PROGRAM OVERVIEW

The Inland Regional Energy Network’s (I-REN) C&S Training and Education Program is a non-resource program to establish and implement training and education for building department staff and the building industry to support, understand, and effectively implement energy efficiency codes and standards. I-REN’s locally focused interventions will equip building department staff to identify potential issues, provide guidance to permit applicants, and streamline the permitting process. With increased knowledge and capacity, local building department staff will have the tools and additional resources to support their code enforcement and compliance, as well as cultivate the associated energy savings from efficient building practices.

PROGRAM BUDGET AND SAVINGS

1. Program and/or Sub-Program Name

C&S Training and Education

2. Program / Sub-Program ID number

IREN-CS-001

3. Program / Sub-program Budget Table

| C&S Training and Education | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 |
|----------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Administration | \$77,430 | \$80,527 | \$83,748 | \$87,098 | \$87,098 | \$87,098 |
| Marketing, Education, & Outreach | \$51,620 | \$53,685 | \$55,832 | \$58,066 | \$58,066 | \$58,066 |
| Implementation (Non-Incentives) | \$731,284 | \$760,535 | \$790,957 | \$822,594 | \$822,594 | \$822,594 |
| Incentives | | | | | | |
| Total | \$860,334 | \$894,747 | \$930,537 | \$967,758 | \$967,758 | \$967,758 |

4. Program / Sub-program Gross Impacts Table

| Projected Net Savings | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 |
|-----------------------|------|------|------|------|------|------|
| Forecast kWh | - | - | - | - | - | - |
| Forecast kW | - | - | - | - | - | - |
| Forecast Therms | - | - | - | - | - | - |

5. Program / Sub-Program Cost Effectiveness (TRC)

| 2022 | 2023 | 2024 | 2025 | 2026 | 2027 |
|------|------|------|------|------|------|
| - | - | - | - | - | - |

6. Program / Sub-Program Cost Effectiveness (PAC):

| 2022 | 2023 | 2024 | 2025 | 2026 | 2027 |
|------|------|------|------|------|------|
| - | - | - | - | - | - |

7. Type of Program / Sub-Program Implementer (PA-delivered, third party-delivered or Partnership):

Third party-delivered

8. Market Sector

Cross-Cutting

9. Program / Sub-program Type

Non-resource, codes and standards segment

10. Market channel(s) (i.e., downstream, midstream, and/or upstream) and Intervention Strategies (e.g., direct install, incentive, finance, audit, technical assistance, etc.), campaign goals, and timeline

Training, outreach, technical assistance

IMPLEMENTATION PLAN NARRATIVE

11. Program Description

I-REN will implement a well-rounded set of activities related to supporting improved codes and standards compliance and enforcement through training, outreach, and technical assistance. The I-REN region includes many smaller jurisdictions that face significant challenges with codes and standards enforcement and compliance. The local building department staff in these jurisdictions are key to realizing energy savings from implementation and enforcement of codes and standards. For that reason, I-REN proposes to focus much of its C&S Sector work on empowering and supporting these local building department staff to be energy efficiency leaders in their own communities, through improved communications, protocols, and systems for increased efficiency. I-REN sees an opportunity to leverage its strong network with public sector staff to offer resources and support, while also providing targeted training and outreach to support building and construction industry actors to foster increased compliance with codes and standards.

12. Program Delivery and Customer Services

One of I-REN's goals for the C&S Training and Education Program is to foster working relationships with local building departments and the building industry to support, train, and enable long-term streamlining of energy code compliance. To achieve this goal, I-REN will provide direct support and assistance to local building departments as well as regional construction firms responsible for complying with permitting requirements. I-REN's intervention strategies address the barriers faced by the C&S community in order to streamline code enforcement and permitting, and increase energy efficiency in the region through C&S.

13. Program Design and Best Practices

I-REN's C&S Training and Education program's design was chosen by I-REN in response to challenges faced by Building Department staff, local governments, building professionals, and developers regarding compliance. To address these challenges and achieve the program's objective of Improving understanding of energy efficiency codes and standards among local building departments and the building industry to increase implementation and compliance, I-REN intends to implement the following strategy:

- Establish an ongoing training program to assist building department staff and the building industry to support, understand, and effectively implement energy efficiency codes and standards.

To ensure efficacy of this strategy, I-REN's C&S Training and Education Program will deploy the following tactics:

- Identify and address the areas of greatest need for improved code compliance, in collaboration with local governments and the building industry.
- Develop training curriculum to address gaps in compliance with current requirements. Offer ongoing training on changes and trends in C&S.

14. Innovation

The C&S sector faces unique barriers to increased energy efficiency. This is especially true in the I-REN service territory, given its size and distance from the Los Angeles MSA. I-REN proposes to offer a C&S program tailored to the specific needs of this region, even though the sector has been targeted by other non-local programs. This approach is consistent with CPUC's policy in D.12.11-2015 that Regional Energy Networks (RENs) should implement energy efficiency initiatives in hard-to-reach markets. In designing their approach to the C&S sector, I-REN has selected strategies and tactics based on insights from the I-REN governing agencies, with consideration also given to previous attempts by other PAs to address the C&S sector in this region. Those lessons learned informed I-REN's planning process, as well as best practices from successful C&S programs elsewhere in the state.

15. Metrics

Based on intervention strategies I-REN developed for C&S, the following are examples of metrics that will track program performance:

- Measures adopted
- Federal standards adopted
- Local government Reach Codes implemented
- Number of training activities held
- Increase in code compliance knowledge

Additional metrics for this new program are forthcoming.

16. For Programs claiming to-code savings

Not applicable.

17. Pilots

Not applicable.

18. Workforce Education and Training

Part of I-REN's C&S Training and Education Program will focus heavily on workforce education and training.

19. Workforce Standards

There are no workforce standards for this program.

20. Disadvantaged Worker Plan

I-REN's approach to serving the C&S sector incorporates training for local building department staff, to help those individuals perform their jobs and build capacity in their departments to better enforce codes and standards. This is important for developing a skilled workforce in some of the rural jurisdictions with less resources in their local building departments, and for areas that include underserved and disadvantaged communities, in line with the directive in Senate Bill 350.

21. Additional information

Not applicable.

SUPPORTING DOCUMENTS

1. Program Manuals and Program Rules

The Program Manual will be developed and incorporated into this Implementation Plan after program implementers are under contract.

2. Program Theory and Program Logic Model

Forthcoming.

3. Process Flow Chart

Forthcoming.

4. Incentive Tables, Workpapers, Software Tools

Not applicable.

5. Quantitative Program Targets

Targets will be established after program implementers are under contract.

6. Diagram of Program

Forthcoming.

7. Evaluation, Measurement & Verification (EM&V)

As a new REN, I-REN is interested in collaborating with the CPUC, CEC, Energy Division, other PAs, and the region's C&S community to support statewide and regional efforts around C&S EM&V Roadmaps and Plans. I-REN will collaborate with the CPUC and other stakeholders to ensure that data collection activities are embedded in C&S program design to capture the information necessary to meet evaluation requirements and also to help expand the understanding of REN program impacts in this cross-cutting sector.

8. Normalized Metered Energy Consumption (NMEC)

Not applicable.



Inland Regional Energy Network Codes and Standards Technical Support Program Implementation Plan

June 1, 2022

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PROGRAM OVERVIEW

The Inland Regional Energy Network’s (I-REN) C&S Technical Support Program is a non-resource program with the purpose of developing technical assistance tools and resources to assist building departments and the building industry with understanding, evaluating, and permitting the energy codes. The Program aims to Identify and address the areas of greatest need for improved code compliance, in collaboration with local governments and the building industry.

PROGRAM BUDGET AND SAVINGS

1. Program and/or Sub-Program Name

C&S Technical Support

2. Program / Sub-Program ID number

IREN-CS-002

3. Program / Sub-program Budget Table

| C&S Technical Support | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 |
|----------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Administration | \$66,181 | \$69,868 | \$72,663 | \$75,569 | \$75,569 | \$75,569 |
| Marketing, Education, & Outreach | \$36,146 | \$36,552 | \$38,015 | \$39,534 | \$39,534 | \$39,534 |
| Implementation (Non-Incentives) | \$483,446 | \$502,785 | \$522,895 | \$543,813 | \$543,813 | \$543,813 |
| Incentives | | | | | | |
| Total | \$585,773 | \$609,205 | \$633,573 | \$658,916 | \$658,916 | \$658,916 |

4. Program / Sub-program Gross Impacts Table

| Projected Net Savings | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 |
|-----------------------|------|------|------|------|------|------|
| Forecast kWh | - | - | - | - | - | - |
| Forecast kW | - | - | - | - | - | - |
| Forecast Therms | - | - | - | - | - | - |

5. Program / Sub-Program Cost Effectiveness (TRC)

| 2022 | 2023 | 2024 | 2025 | 2026 | 2027 |
|------|------|------|------|------|------|
| - | - | - | - | - | - |

6. Program / Sub-Program Cost Effectiveness (PAC):

| 2022 | 2023 | 2024 | 2025 | 2026 | 2027 |
|------|------|------|------|------|------|
|------|------|------|------|------|------|

| | | | | | |
|---|---|---|---|---|---|
| - | - | - | - | - | - |
|---|---|---|---|---|---|

7. Type of Program / Sub-Program Implementer (PA-delivered, third party-delivered or Partnership):

Third party-delivered

8. Market Sector

Cross-Cutting

9. Program / Sub-program Type

Non-resource, codes and standards

10. Market channel(s) (i.e., downstream, midstream, and/or upstream) and Intervention Strategies (e.g., direct install, incentive, finance, audit, technical assistance, etc.), campaign goals, and timeline

Technical assistance, Outreach

IMPLEMENTATION PLAN NARRATIVE

11. Program Description

I-REN’s C&S Technical Support Program will bring direct in-house experience developing and implementing surveys of their member local governments and constituents to assess gaps in program areas. Their staff compile and analyze the responses, prepare reports, and outreach materials to share their findings, and ultimately use those insights to make improvements to programs. Rigorous data collection will be a near-term effort to support implementation of other activities in the C&S sector. Key partners for this effort include the C&S enforcement and permitting community, such as local government agencies and building departments, as well as frequent permit applicants such as private construction and architectural firms. The objective of the program is to deliver locally informed resources and tools that streamline code compliance and enforcement and increase permit closeout.

12. Program Delivery and Customer Services

I-REN’s primary tactic for this Program will be to Identify and address the areas of greatest need for improved code compliance, in collaboration with local governments and the building industry. The proposed activities to implement this tactic may include but are not limited to the following:

- Collaborate with local governments to design and deploy an effective survey instrument, via an online survey platform already utilized by I-REN.
- Conduct additional in-depth phone interviews as needed to survey key decision makers and/or to fill identified gaps in response data.
- Review secondary data sources obtained in collaboration with local government agencies and code officials.
- Compile results and preparation of report materials for sharing with local governments.
- Analyze results, in cooperation with local governments, to inform program planning efforts and evaluation, measurement and verification (EM&V).

13. Program Design and Best Practices

I-REN's C&S Technical Support program design was chosen by I-REN in response to challenges faced by Building Department staff, local governments, building professionals, and developers regarding compliance. To address these challenges and achieve the program's objective of Improving understanding of energy efficiency codes and standards among local building departments and the building industry to increase implementation and compliance, I-REN intends to implement the following strategy:

- Establish an ongoing training program to assist building department staff and the building industry to support, understand, and effectively implement energy efficiency codes and standards.

To ensure efficacy of this strategy, I-REN's C&S Training and Education Program will deploy the following tactics:

- Identify and address the areas of greatest need for improved code compliance, in collaboration with local governments and the building industry.
- Develop training curriculum to address gaps in compliance with current requirements. Offer ongoing training on changes and trends in C&S.

14. Innovation

One of the greatest benefits of a regional organization working with local jurisdictions is the ability to leverage the knowhow of a large body of professionals and then to distribute that knowledge and resources to less advantaged groups. The I-REN team will enable this regional collaboration by identifying important areas for policy improvements, such as future reach codes, efficiency, and fire ordinances, et.al., and work with jurisdictions to create model ordinances and policies that can be adopted by interested local governments. This tactic will also enable I-REN to test and pilot various approaches to common concerns and establish an effective regional response that can be easily and affordably adopted region-wide. This effort will ensure dollars spent are well utilized and have the greatest impact possible.

Specifically, I-REN will survey, and interview key jurisdictions as needed to understand the major areas for concern and potential policies. Then working through their committee structure, they will develop regionally appropriate model ordinances and vet and refine them with participating local governments. Once finalized, these model resources will be made available to any jurisdiction in the region. I-REN will provide ongoing technical assistance to adjust and implement the ordinances as well as provide ongoing monitoring and tracking to address any needed changes or updates.

15. Metrics

Based on intervention strategies I-REN developed for C&S, the following are examples of metrics that will track program performance:

- Measures adopted
- Federal standards adopted

- Local government Reach Codes implemented
- Number of training activities held
- Increase in code compliance knowledge

Additional metrics for this new program are forthcoming.

16. For Programs claiming to-code savings

Not applicable.

17. Pilots

Not applicable.

18. Workforce Education and Training

A key aspect of I-REN's C&S Technical Support program will be to assist building departments and the building industry with understanding, evaluating, and permitting the energy codes.

19. Workforce Standards

Not applicable.

20. Disadvantaged Worker Plan

I-REN's approach to serving the C&S sector incorporates training for local building department staff, to help those individuals perform their jobs and build capacity in their departments to better enforce codes and standards. This is important for developing a skilled workforce in some of the rural jurisdictions with less resources in their local building departments, and for areas that include underserved and disadvantaged communities, in line with the directive in Senate Bill 350.

21. Additional information

Not applicable.

SUPPORTING DOCUMENTS

1. Program Manuals and Program Rules

The Program Manual will be developed and incorporated into this Implementation Plan after program implementers are under contract.

2. Program Theory and Program Logic Model

Forthcoming

3. Process Flow Chart

Forthcoming

4. Incentive Tables, Workpapers, Software Tools

Not applicable.

5. Quantitative Program Targets

Targets will be established after program implementers are under contract.

6. Diagram of Program

Forthcoming

7. Evaluation, Measurement & Verification (EM&V)

As a new REN, I-REN is interested in collaborating with the CPUC, CEC, Energy Division, other PAs, and the region's C&S community to support statewide and regional efforts around C&S EM&V Roadmaps and Plans. I-REN will collaborate with the CPUC and other stakeholders to ensure that data collection activities are embedded in C&S program design to capture the information necessary to meet evaluation requirements and also to help expand the understanding of REN program impacts in this cross-cutting sector.

8. Normalized Metered Energy Consumption (NMEC)

Not applicable.

Exhibit B

Maximum Contract Sum and IOU Maximum Contribution

I-REN’s Commission Authorized Budget for 2022-2027

| I-REN Authorized Budgets for 2022-2027 | | | | | | | |
|---|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Cost Category | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | Total |
| Public Sector | | | | | | | |
| Administration | 628,819 | 619,172 | 662,939 | 707,457 | 707,457 | 707,457 | 4,033,301 |
| Marketing | 377,292 | 371,503 | 397,763 | 424,474 | 424,474 | 424,474 | 2,419,980 |
| Direct Implementation | 3,782,083 | 3,701,047 | 3,818,688 | 3,942,635 | 3,942,635 | 3,942,635 | 23,129,723 |
| Incentive | 1,500,000 | 1,500,000 | 1,750,000 | 2,000,000 | 2,000,000 | 2,000,000 | 10,750,000 |
| Subtotal | 6,288,194 | 6,191,722 | 6,629,390 | 7,074,566 | 7,074,566 | 7,074,566 | 40,333,004 |
| Workforce Education and Training | | | | | | | |
| Administration | 225,329 | 239,343 | 243,716 | 267,465 | 267,465 | 267,465 | 1,510,783 |
| Marketing | 135,198 | 143,606 | 146,230 | 160,479 | 160,479 | 160,479 | 906,471 |
| Direct Implementation | 1,892,768 | 2,010,477 | 2,047,218 | 2,246,706 | 2,246,706 | 2,246,706 | 12,690,581 |
| Subtotal | 2,253,295 | 2,393,426 | 2,437,164 | 2,674,650 | 2,674,650 | 2,674,650 | 15,107,835 |
| Codes and Standards | | | | | | | |
| Administration | 144,611 | 150,395 | 156,411 | 162,667 | 162,667 | 162,667 | 939,418 |
| Marketing | 87,766 | 90,237 | 93,847 | 97,600 | 97,600 | 97,600 | 564,650 |
| Direct Implementation | 1,214,730 | 1,263,320 | 1,313,852 | 1,366,407 | 1,366,407 | 1,366,407 | 7,891,123 |
| Subtotal | 1,446,107 | 1,503,952 | 1,564,110 | 1,626,674 | 1,626,674 | 1,626,674 | 9,392,191 |
| EM&V | 114,441 | 115,604 | 121,810 | 130,349 | 130,349 | 130,349 | 742,902 |
| 2022-27 Total | 10,102,037 | 10,204,704 | 10,752,474 | 11,506,239 | 11,506,239 | 11,506,239 | 65,577,932 |

IOU Maximum Contribution

| I-REN Sub-program | 2022 | | 2023 | | 2024 | |
|------------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| | SCE | SoCalGas | SCE | SoCalGas | SCE | SoCalGas |
| Public Sector | \$ 4,779,027.44 | \$ 1,509,166.56 | \$ 4,705,708.72 | \$ 1,486,013.28 | \$ 5,038,336.40 | \$ 1,591,053.60 |
| WE&T | \$ 1,802,636.00 | \$ 450,659.00 | \$ 1,914,740.80 | \$ 478,685.20 | \$ 1,949,731.20 | \$ 487,432.80 |
| Codes & Standards | \$ 1,156,885.60 | \$ 289,221.40 | \$ 1,203,161.60 | \$ 300,790.40 | \$ 1,251,288.00 | \$ 312,822.00 |
| | \$ 7,738,549.04 | \$ 2,249,046.96 | \$ 7,823,611.12 | \$ 2,265,488.88 | \$ 8,239,355.60 | \$ 2,391,308.40 |
| EM&V PA Split | \$ 88,670.72 | \$ 25,770.28 | \$ 89,645.33 | \$ 25,958.67 | \$ 94,409.52 | \$ 27,400.48 |

| I-REN Sub-program | 2025 | | 2026 | | 2027 | |
|------------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| | SCE | SoCalGas | SCE | SoCalGas | SCE | SoCalGas |
| Public Sector | \$ 5,376,670.16 | \$ 1,697,895.84 | \$ 5,376,670.16 | \$ 1,697,895.84 | \$ 5,376,670.16 | \$ 1,697,895.84 |
| WE&T | \$ 2,139,720.00 | \$ 534,930.00 | \$ 2,139,720.00 | \$ 534,930.00 | \$ 2,139,720.00 | \$ 534,930.00 |
| Codes & Standards | \$ 1,301,339.20 | \$ 325,334.80 | \$ 1,301,339.20 | \$ 325,334.80 | \$ 1,301,339.20 | \$ 325,334.80 |
| | \$ 8,817,729.36 | \$ 2,558,160.64 | \$ 8,817,729.36 | \$ 2,558,160.64 | \$ 8,817,729.36 | \$ 2,558,160.64 |
| EM&V PA Split | \$ 101,036.68 | \$ 29,312.32 | \$ 101,036.68 | \$ 29,312.32 | \$ 101,036.68 | \$ 29,312.32 |

PROGRAMS AGREEMENT

EXHIBIT C

Security Incident Response Provisions

1. Nondisclosure of Customer Confidential Information

Customer Confidential Information is deemed to be Confidential Information under the Programs Agreement, except that the exceptions to the obligations of nondisclosure and non-use of Confidential Information in ARTICLE XVI, "Confidential Information and Security Requirements", of this Programs Agreement shall not apply to Customer Confidential Information. Notwithstanding anything to the contrary in the Programs Agreement, WRCOG's nondisclosure obligations with respect to Confidential Information that is also Customer Confidential Information shall survive any expiration or termination of the Programs Agreement in perpetuity. WRCOG shall hold the Customer Confidential Information in confidence and meet requirements of Applicable Laws and Applicable Standards relating to the custody, care and integrity of data and information.

2. Expiration or Termination of Programs Agreement

Notwithstanding anything to the contrary in the Programs Agreement, upon the expiration or termination of the Programs Agreement, or at any time upon request of Utility, WRCOG shall, within fifteen (15) days, either: (a) deliver to Utility all Customer Confidential Information in any medium, including all copies or parts of the Customer Confidential Information, in possession of WRCOG, its Subcontractors, and any of their respective employees, agents, or representatives, or (b) destroy or render non-readable and incapable of reconstruction all Customer Confidential Information. If destroyed, the destruction shall be certified in writing by WRCOG. Following expiration or termination of the Programs Agreement, or a request from Utility as described in the preceding sentences, WRCOG, its Subcontractors, and their respective employees may not retain any copy of the Customer Confidential Information for any purpose, including in anticipation of audits or litigation.

3. Subpoena Notification

Notwithstanding anything the contrary in the Programs Agreement, unless prohibited by law or court order, WRCOG shall, within 2 business days of receipt of a subpoena for disclosure of any Customer Confidential Information, provide notice as set forth in the Programs Agreement so that Utility and WRCOG may engage in good faith discussions about the appropriate response to the subpoena; provided however, if Utility informs WRCOG that it will seek to quash or modify the subpoena, then WRCOG shall delay responding to the subpoena to permit Utility time to quash or modify the subpoena. Nothing herein is intended to preclude WRCOG from complying with the subpoena when and as required to do so by law or court order. Additionally, WRCOG will provide Utility with an annual report identifying whether it has received any subpoenas for disclosure of Customer Confidential Information, and, if so, the dates of same. The annual report will be furnished to Utility no later than January 15 of the next calendar year.

4. Right to Audit

WRCOG will maintain, for a period of five (5) years after final payment of the last invoice of the calendar year, complete records of compliance with the terms of this Exhibit. Utility reserves the right to audit and copy any applicable documents related hereto. Utility may, at its discretion, assign the audit and duplication rights of this paragraph to a governmental agency or entity operating under the authority of a governmental agency. Any limitations on the number, frequency, scope or conduct of audits in the

Programs Agreement shall not apply to audits relating to Customer Confidential Information, nor shall any audit relating exclusively to Customer Confidential Information count against any limitation on the number or frequency of other audits permitted under the Programs Agreement.

5. Security Incidents

(A) Security Incident Response Plan: WRCOG shall develop, implement and maintain a written plan and process for preventing, detecting, identifying, reporting, tracking and remediating Security Incidents (“Security Incident Response Plan” or “SIRP”). A Security Incident shall mean an event or set of circumstances that results in a reasonable expectation of a compromise of the security, confidentiality or integrity of Customer Confidential Information under WRCOG’s control (“Security Incident”). Examples of Security Incidents include:

- (1) Security breaches to WRCOG’s network perimeter or to internal applications resulting in potential compromise of Utility data or information;
- (2) Loss of physical devices or media, e.g., laptops, portable media, paper files, etc., containing Utility data;
- (3) Lapses in, or degradation of, WRCOG’s security controls, methods, processes or procedures;
- (4) The unauthorized disclosure of Customer Confidential Information; and
- (5) Any and all incidents adversely affecting Utility’s or its Affiliates’, as the case may be, information assets.

(B) SIRP General Requirements: WRCOG’s SIRP will include Security Incident handling and response procedures, specific contacts in an event of a Security Incident, the contacts’ roles and responsibilities, and their plans to notify Utility or its Affiliates, as the case may be, concerning the Security Incident. The SIRP must be based on and meet all requirements of the following:

- (1) U.S. federal and applicable state laws, statutes and regulations concerning the custody, care and integrity of data and information. WRCOG shall ensure that its SIRP and its business practices in performing work on behalf of Utility comply with California’s Information Practices Act of 1977, California Civil Code §§ 1798.80 et seq., which addresses the provision of notice to Utility or its Affiliates, as the case may be, of any breach of the security of Customer Confidential Information if it is reasonably believed to have been acquired by an unauthorized person.
- (2) Utility information management and information security policies and procedures as made available to WRCOG upon WRCOG’s request (“Utility Policies and Procedures”).

(C) WRCOG Response to Security Incident. The following will apply in the event of a Security Incident:

- (1) WRCOG will submit a Security Incident Report (SIR) to Utility or its Affiliates, as the case may be. In the case of SCE, WRCOG shall submit the SIR by e-mailing the report to **AVERT@sce.com and calling AVERT at (626)543-6003** in accordance with SCE Policies and Procedures and Applicable Laws. The SIR shall be given promptly, and in no event no more than one business day, upon discovery of a Security Incident as required by Applicable Laws and keep Utility or its Affiliates, as the case may be, informed of developments and new information. In the case of SoCalGas, WRCOG *further agrees that any breach or any other security incident that has the potential to compromise SoCalGas data must be reported to the Sempra Energy Security Operations Center (SOC@sempra.com (858) 613-3278) within 24 hours of knowledge of the breach followed by a plan for remediation within 72 hours*

(2) At Utility's or its Affiliates', as the case may be, request, WRCOG will meet with Utility or its Affiliates, as the case may be, to discuss the cause of the Security Incident, WRCOG's response, lessons learned and potential improvements to WRCOG's system security processes and procedures.

(D) Compromise of Customer Confidential Information.

(1) Additional SIRP Requirements for Customer Confidential Information. With respect to any Customer Confidential Information in the possession or under the control of WRCOG, to protect Customer Confidential Information from unauthorized access, destruction, use, modification or disclosure, WRCOG shall:

(a) Develop, implement and maintain reasonable security procedures and practices appropriate to the nature of the information to protect Customer Confidential Information from unauthorized access, destruction, use, modification, or disclosure; and

(b) Develop, implement and maintain data privacy and security programs with administrative, technical, and physical safeguards appropriate to the size and complexity of the WRCOG's business and the nature and scope of WRCOG's activities to protect Customer Confidential Information from unauthorized access, destruction, use, modification, or disclosure.

(2) Notice Requirements for Customer Confidential Information. In the event of a Security Incident where Customer Confidential Information was, or is reasonably believed to have been, acquired by an unauthorized person, WRCOG shall immediately provide the SIR required by Section 5 (C) of this Exhibit. This SIR shall state that Customer Confidential Information may be involved, and shall describe the suspected nature of the Customer Confidential Information.

(E) SIRP Review. At Utility's or its Affiliates', as the case may be, request, WRCOG shall review the SIRP at least annually with Utility's or its Affiliates', as the case may be, designated representatives to identify updates, changes or potential improvements; and a process to document these changes within ninety (90) days of these changes.

(F) Document Retention. WRCOG shall maintain all documentation relating to Security Incidents, whether in written or electronic form, including their identification, processing and resolution, for five (5) years after final resolution of the Security Incident, including the final resolution of all claims arising out of the Security Incident.

PROGRAMS AGREEMENT

EXHIBIT D

Computing System Access and Security Review Obligations

1. Computing System Access.

(A) If Utility determines Contractor requires access to Utility's Computing Systems in order to perform the work or services under the Programs Agreement (hereafter in this exhibit, "Services"), Utility may grant WRCOG access subject to the conditions in this Exhibit, but only for the purpose of WRCOG performing the Services in accordance with the terms of the Programs Agreement.

(B) WRCOG represents, warrants and covenants that it and its employees, Subcontractors and agents shall only access Utility's Computing Systems as necessary to perform the Services in accordance with the terms of the Programs Agreement.

(C) WRCOG shall promptly identify in writing to Utility those WRCOG employees, Subcontractors and agents who will require access to the Computing Systems in order to perform the Services. WRCOG shall execute, and shall cause each of its employees, Subcontractors and agents to execute the Computing System Use Acknowledgment ("CSUA") form and any other documents Utility may deem reasonably necessary to ensure WRCOG's compliance with this Exhibit. Upon receipt by Utility Information Security of WRCOG's signed CSUA form, and any other documents Utility may reasonably require, with regard to each person requiring Computing Systems access, Utility may issue appropriate computer or e-mail accounts, passwords, or access authorizations to WRCOG and its personnel. WRCOG acknowledges that these authorizations are for the specifically identified individuals only, and WRCOG shall ensure that these authorizations shall not be shared or transferred among its or Subcontractors' or agents' personnel. WRCOG shall ensure that the Computing Systems, any accessed Utility information or data, any user accounts, passwords or any other access authorizations remain secure during WRCOG's access. All information and data retrieved during WRCOG's access to Utility Computing Systems are Confidential Information and subject to Section 15, "Confidential Information and Security Requirements", of this Programs Agreement.

(D) WRCOG shall be responsible for any breach of this Exhibit by its employees, Subcontractors or agents, or by any other person who obtained access to the Computing Systems directly or indirectly from WRCOG. WRCOG shall notify Utility immediately in the event WRCOG has reason to know or suspect that a breach of this Exhibit has occurred. Utility may immediately revoke WRCOG's, Subcontractors' or their agents' access to Utility Computing Systems. Such revocation shall not relieve WRCOG of its obligations to perform the Services in accordance with the terms of the Agreement.

2. Security Review.

WRCOG represents and warrants to Utility that it and its Subcontractors and agents each has taken all commercially reasonable steps necessary to maintain the confidentiality, integrity and availability of its own computing systems. Utility or its authorized representative shall have the right to examine WRCOG's and its Subcontractors' and agents' records and reports relating to their respective security policies, practices and procedures at any time. These include, without limitation, any internal, external or regulatory audit reports or reviews relating to the security of WRCOG's or its Subcontractors' or agents' computing systems, and their compliance with their

respective security policies, practices and procedures. WRCOG represents and warrants that it has the authority to grant Utility and its authorized representatives access to its Subcontractors' and agents' records and reports.



I-REN - Workforce Education & Training
Monthly Expenditures for March 2023

| | 2023 Current Month Spent |
|------------------------------|---------------------------------|
| Admin | \$2,116.00 |
| Marketing | \$70.00 |
| Direct Implementation | \$113.00 |
| DI - Incentives | \$26.00 |

Invoice Total **\$2,325.00**

Bill To:

Invoice Date: 03-10-2022
Vendor # 5678
Attention: Chauncy Tou
Southern California Gas Company
555 W 5th Street, ML GT20B4
Los Angeles, CA 90013

Accounts Payable,

This is an invoice for Workforce Education & Training
for the period of March 2023
Invoice Number: 12345

| | |
|-----------------------|------------|
| Admin | \$2,116.00 |
| Marketing | \$70.00 |
| Direct Implementation | \$113.00 |
| DI - Incentives | \$26.00 |

Amount Due This Invoice: \$2,325.00

Invoice contact for **WRCOG** at **(213) 555-1234**.

Name:
Email:

PLEASE REMIT PAYMENT TO:
Blue Moon
1 Main St
Los Angeles, CA 90001

Approved: 

ENERGY EFFICIENCY POLICY MANUAL

Version 6

April 2020

Applicable to post-2018 Energy Efficiency Programs

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ENERGY EFFICIENCY POLICY MANUAL Version 6.0 FOR POST-2018 PROGRAMS

***i* Introduction**

This document presents the California Public Utilities Commission’s (CPUC’s) policy rules and related reference documents for the administration, oversight, and evaluation of energy efficiency (EE) programs funded by ratepayers in California. The purpose of the Energy Efficiency Policy Manual is to provide the most up to date list of the rules established by Commission Decisions and Resolutions that govern the administration of energy efficiency programs. This manual enumerates standing Commission rules that continue to apply to the current portfolio even as subsequent decisions supersede past rules. Version 6.0 shall apply to all energy efficiency activities commencing in program year (PY) 2018 and beyond. The policy rules, terms and definitions contained herein pertain to efficiency activities funded through the following mechanisms:

- The gas public purpose program (PPP) surcharges, as authorized by §890- 900.
- Electric procurement rates, as authorized by the Commission.

The rules in this policy manual, unless specifically indicated, apply to all the following entities that are funded through the mechanisms above and include the four large investor-owned utilities (and their third party implementers and administrators), including:

- Pacific Gas and Electric Company (PG&E),
- Southern California Edison Company (SCE),
- San Diego Gas & Electric Company (SDG&E) and
- Southern California Gas Company (SoCalGas);
- Community Choice Aggregators (CCA), and
- Regional Energy Networks (RENs)

Chapter III focuses more specifically on the CCA and RENs:

More information on CCAs can be found here:

- <https://www.cpuc.ca.gov/general.aspx?id=2567>

More information on Regional Energy Networks can be found here (among other EE program administrator information):

- <https://www.cpuc.ca.gov/General.aspx?id=4460>

This manual does not address the following programs:

- Energy Savings Assistance Programs for low income customers,
- California Alternative Rates for Energy (CARE) for low-income customers,
- Interruptible rate or load management programs,
- Self-generation and demand-response programs developed in response to Assembly Bill (AB) 970 (§ 399.15(b)), or
- Small and/or Multijurisdictional Utilities (SMJUs).

This document, which supersedes all previous versions of the Energy Efficiency Policy Manual, provides many of the CPUC's policy rules ("Rules") stipulated in CPUC decisions and resolutions that apply on an ongoing basis to current (circa 2018) and future energy efficiency portfolios. This manual is compiled by staff and is not formally adopted by the CPUC. As such, it is intended to be a handy reference for many of the significant and/or more commonly applied efficiency portfolio Rules, but it is not an exhaustive compilation of all rules developed in CPUC decisions and resolutions that apply to the energy efficiency portfolios. In addition, while much of the CPUC's guidance referenced in this document applies specifically to IOUs who implement and administer EE programs, all program implementers (including third-party, CCA's, etc.) should seek to adhere to them as well, unless clearly exempt, and should confer with the IOU program administrators, who oversee the EE portfolio and all EE programs, for clarification as needed.

i. How to Use this Document

This document is intended to provide a high-level overview of the significant policies that impact energy efficiency programs in the State of California as determined by the California Public Utilities Commission. It does not provide in-depth detail about each policy area but provides a summary and links to the various regulatory documents that do. The purpose of this document is to provide a birds-eye view of the relevant policy rules that all energy efficiency program implementers should know while also providing them the tools and resources needed to develop more expertise in this area as they see fit. As previously noted, this document should NOT be considered a completely detailed source of information, in and of itself, but it does provide comprehensive access to all the relevant policy documents in the form of references and links. While links to all documents referenced in this

document are provided, these documents can also be found on the Commission’s website by typing in the document number (all letters capitalized with no dashes) in the search bars located here:

<https://www.cpuc.ca.gov/documents/#DocTypeSearches>

ii. Common Terms and Definitions

Common terms and definitions will facilitate the administration and evaluation of energy efficiency activities. In particular, program definitions should be designed to facilitate to the extent possible: (1) the identification of energy efficiency activities by end-use savings potential, (2) the evaluation, measurement and verification (EM&V) of those activities based on Commission-adopted EM&V protocols, and (3) the coordination of program administration and evaluation with resource planning and procurement needs. To this end, all entities subject to these rules and all program implementers should use the definitions included in Appendix B when characterizing any proposed program activity. The burden is on them to justify any departure from those definitions.

I. Energy Efficiency Policy Objectives

- 1. Energy Efficiency as a Procurement Resource.** CPUC and State energy policy, as expressed in the original 2005 Energy Action Plan (EAP) and reaffirmed in Decision [\(D\).04-12-048](#), strives to make energy efficiency and demand response the IOUs’ highest priority procurement resources. The [2008 EAP](#) promotes ongoing support for the loading order and identifies energy efficiency and demand response as the State’s preferred means of meeting growing energy needs. After cost-effective energy efficiency and demand response resources, we rely on renewable sources for power and distributed generation.¹ This is also consistent with Pub. Util. Code § 454.5(b)(9)(C),² which requires IOUs to first meet their “unmet energy resource needs through all available energy efficiency and demand reduction resources that are cost effective, reliable, and feasible.” In order to promote the resource procurement policies articulated in the Energy Action Plan and by this CPUC, demand-side energy efficiency activities funded by ratepayers should offer programs that serve as alternatives to supply-side resource options (demand-side energy resource programs). By keeping energy resource procurement costs as low as possible through the deployment of a cost-effective portfolio of resource programs, over time all customers will share in the resource savings from energy efficiency. An additional type of EE program are non-resource demand-side programs

¹ http://docs.cpuc.ca.gov/word_pdf/REPORT/51604.pdf

² Hereafter all references to code sections are to the Public Utilities Code unless otherwise noted.

designed to promote market sector specific approaches that indirectly reduce energy usage (ex: marketing, education, and outreach programs)

2. Energy Savings Goals. One of the CPUC’s objectives is to pursue all cost-effective energy efficiency opportunities over both the short and long term. The CPUC established electricity and natural gas savings goals, pursuant to Pub. Util. Code § 454.55 and 454.56. In [D.04-09-060](#), the CPUC first provided numerical goals for electricity and natural gas savings by utility service territory. The CPUC-adopted energy savings goals are expressed in terms of Gigawatt hours, million-therms, and peak Megawatt load reductions. These goals are informed by periodic Energy Efficiency Potential and Goals Studies, and historically were updated in D.08-07-047, D.09-05-037, D.09-09-047, D.12-05-015, D.12-11-015, and [D.17-09-025](#). The most recent goals decision; [D.19-08-034](#) established goals for 2020 – 2030. Energy Efficiency goals shall continue to be updated periodically by the CPUC. The IOUs should develop their energy efficiency program portfolios so that they will meet or exceed these savings goals. The CPUC’s intent is for goals to:

- (1) be appropriately aggressive;³
- (2) support long-term procurement planning;⁴
- (3) encourage a focus on long-term savings;⁵ and
- (4) be based on the best available information.⁶

In [D.17-09-025](#), *The Decision Adopting Energy Efficiency Goals for 2018 – 2030*, the CPUC adopted energy savings goals for ratepayer-funded energy efficiency program portfolios for 2018 and beyond based on an assessment of economic potential using the Total Resource Cost test, the 2016 update to the Avoided Cost Calculator, and a greenhouse gas adder that reflects the California Air Resources Board Cap-and-Trade Allowance Price Containment Reserve Price. The CPUC also deferred the adoption of cumulative goals until the California Energy CPUC develops a method for calculating savings persistence and CPUC staff assesses the viability of that method for the purpose of EE goals.

³ [D.04-09-060](#) at 3

⁴ [D.04-09-060](#) at 35

⁵ [D.07-10-032](#) at 5

⁶ [D.08-07-047](#) at 18-19

Goals for the 2018 - 2030 portfolio cycle will be applied on the following basis:

- a. Energy savings goals are based on achieving 100 percent of incremental market potential identified in the most recent Potential Study for both gas and electric savings.⁷
- b. Separate energy savings goals were adopted for IOU Codes and Standards (C&S) advocacy. The C&S advocacy category represents the estimated energy savings forecasted for the Title 20 and 24 updates and federal appliance standards that can be attributed to the IOUs'

C&S advocacy program ([D.12-11-015](#), pp. 56-58).

- c. Energy savings goals are set on a "net basis." ([D.16-08-019](#), p. 19).
- d. The CPUC intends to develop a better understanding of the sustained impact of the utility programs (including decay and market transformative effects) to encourage programs that will have lasting impacts and to hold IOUs accountable for long-term savings in future portfolios. ([D.12-05-015](#) at 95.)

3. **Implementation of the California Long-Term Energy Efficiency Strategic Plan.** [D.07-10-032](#) established a broader framework for statewide coordination on energy efficiency program design, in order to overcome market barriers to more widespread adoption of energy efficiency and to capture longer-term savings. The decision directed the IOUs to work with CPUC staff and market participants to prepare the California Long-Term Energy Efficiency Strategic Plan (Strategic Plan). Adopted in [D.08-09-040](#), the Strategic Plan set forth a roadmap for energy efficiency in California through 2020 and beyond, by articulating a long-term vision and goals for each market sector and identifying specific near-term, mid-term and long-term strategies to achieve the goals. (The Strategic Plan can be viewed at <http://www.cpuc.ca.gov/NR/rdonlyres/D4321448-208C-48F9-9F62-1BBB14A8D717/0/EEStrategicPlan.pdf>).

⁷ The Potential Study can be viewed at <http://www.cpuc.ca.gov/PUC/energy/Energy+Efficiency/Energy+Efficiency+Goals+and+Potential+Studies.htm>

D.08-09-040 and the subsequent October 30, 2008 Ruling in A.08-07-021 directed the IOUs to align their programs with Strategic Plan goals by clearly identifying utility actions for all Strategic Plan near-term strategies and action steps, where a utility role is important, and to provide programs that reflect the Strategic Plan short-term steps and milestones. ([D.08-09-040](#), ordering paragraph 2.)

- i. Among the market strategies identified as necessary to achieve market transformation, the Strategic Plan established three long-term goals for energy efficiency:
 - All new residential construction in California will be zero net energy by 2020;
 - All new commercial construction in California will be zero net energy by 2030; and
 - The Heating, Ventilation, and Air Conditioning (HVAC) industry will be reshaped to ensure optimal equipment performance
- ii. The Strategic Plan expanded the CPUC’s objectives for the energy efficiency portfolios to also pursue market transformation, which was defined as “long-lasting sustainable changes in the structure or functioning of a market achieved by reducing barriers to the adoption of energy efficiency measures to the point where continuation of the same publicly-funded intervention is no longer appropriate in that specific market. Market transformation includes promoting one set of efficient technologies until they are adopted into codes and standards (or otherwise adopted by the market), while also moving forward to bring the next generation of even more efficient technologies to the market.” ([D.09-09-047](#) at 354.)

4. Energy Efficiency Program Design. [D.15-10-028](#) established a “Rolling Portfolio” process for regularly reviewing and revising portfolios. Central to the rolling portfolio cycle framework is the rolling portfolio schedule. This schedule is described in Attachment 5 and 6

in D.15-10-028.⁸ IOUs, CCAs, and RENS must use the same process for program design. For example, program related business plans must be submitted for CPUC review and approval and revised if prompted by certain triggers as described in D.15-10-028, p. 56-57. Existing plans (prior to the adoption of D.15-10-028) do not need a new application until they have one year of funding left for the corresponding program. The IOUs should implement statewide programs in order to achieve economies of scale and employ industry best practices.⁹

5. Program Portfolio Development, Balance and Management. The most appropriate program design and balance of program funding across market sectors (e.g., residential, industrial, commercial) should be based on maximizing cost-effective long-term savings. [D.07-10-032](#) directed the IOUs to work with stakeholders, including the CPUC and the California Energy Commission (CEC) staff as well as market participants, to encourage the application of best practices, portfolio diversity and innovation. IOUs are expected to coordinate to develop and manage statewide programs, in order to avoid duplications of efforts and promote innovation and good program management. IOUs should also include a selection of non-resource programs such as statewide marketing and outreach programs, information and education programs, workforce education and training, emerging technologies programs and other activities in their proposed portfolios that support the CPUC's short-term and long-term energy savings goals. Non-resource programs also help in achieving Strategic Plan objectives. Lastly, the IOUs have been directed by the CPUC to utilize a percentage of their program funding for third party designed and implemented programs. [D.18-01-004](#), modified by [D.18-05-041](#) requires the IOUs to use at least 25 percent of their program funding for third parties by PY 2020, 4 percent by PY 2021, and 6 percent by 2023.

6. Integrated Demand Side Management. In order to achieve maximum savings while avoiding duplication of efforts, reducing transaction costs, and diminishing customer confusion, the IOUs are required to integrate customer demand side programs, such as energy efficiency, self-generation, advanced metering, and demand response in a coherent and efficient manner. Integrated demand side management (IDSMS) is identified in the Strategic Plan as an overarching strategy to promote customer-side energy management and achievement of zero net energy goals.¹⁰ In Ordering Paragraph (OP) 10 of [D.18-05-041](#), the CPUC directed that a set amount of the IOUs' IDSMS budget shall focus on the integration between energy efficiency and demand response. The CPUC also has related work on

⁸ 2013-14 Portfolio cycle program guidance provided in D.12-05-15 and D.12-11-015 for RENS, and [D.14-01-033](#) for CCAs

⁹ In D.07-10-032 at 31

¹⁰ D.09-09-047, p. 214

Integrated Distributed Energy Resources (IDER) with more information available at <https://www.cpuc.ca.gov/IDER>.

- 7. The Emerging Technologies Program (ETP).** ETP supports EE program uptake of cost-effective new and underutilized commercial technologies. In order to filter this uptake, ETP is primarily engaged in technology evaluation with a focus on achieved savings and cost-effectiveness via the ETP Technology Assessment subprogram. In this capacity, ETP both identifies suitable technologies for program inclusion and eliminates unsuitable technologies from consideration. Technologies with positive evaluation results are then recommended for inclusion into the portfolio and passed off to EE resource programs for workpaper development. To support the technology intake process, the ETP Technology Development Support subprogram works with technology development actors to support their engagement with ETP and IOU programs and gather information about current and upcoming technology innovations. ETP also holds annual or semi-annual ET Summits to encourage discussion and knowledge sharing. The Technology Introduction Support subprogram engages in work intended to smooth the transition of technologies into EE programs and subsequently into the market. [D.18-05-041](#), Attachment A, requires the IOUs to initiate Technology-focused Pilots, which will be ETP's first efforts at accelerating high-priority technologies into the market by identifying technology-specific market barriers and initiating market barrier breakdown activities. Along with this expanded scope, ETP is expanding its role as a technology communications hub spanning from R&D to C&S in California with several tools, including the Technology Priority Maps and an updated dissemination website (<https://www.etcc-ca.com/>).
- 8. Codes and Standards (C&S).** In order to ensure that energy efficiency programs support the adoption of higher efficiency standards rather than compete with them, the IOUs shall implement programs to advocate for the adoption of higher codes and standards. [D.12-05-015](#) established separate goals for codes and standards and affirmed that 100 percent of verified net savings shall count toward meeting these goals. The baseline for gross savings should be the previous standard or the prevailing market practice. The purpose of Codes and Standards goals is to give the IOUs credit for their specific contributions to new energy savings via their Codes and Standards advocacy work, which should not include naturally occurring savings or the advocacy work of other entities.
- 9. Marketing Outreach and Education (ME&O).** In the CPUC's Proceeding A.12-08-007 directs the IOUs to implement the statewide Marketing, Education, and Outreach program called "Energy Upgrade California", which encourages Californians to save energy, and informs them about time-of-use rates. For more information go to <https://www.energyupgradeca.org/>.

- 10. Competitive Bidding for Third Party (3P) Programs.** Competitive solicitations help to identify innovative approaches or technologies for meeting savings goals with improved performance that might not otherwise be identified during the program planning process, and can take advantage of the unique strengths that third parties bring to the table. The IOUs shall propose a portfolio of programs that reflects the continuation of successful IOU and non-IOU designed and implemented programs. As part of that process, the IOUs will solicit competitive bids from third parties for the purpose of soliciting innovative ideas and proposals for improved portfolio performance. Please see section IX for a more detailed description of the CPUC adopted rules associated with IOU third party solicitations.
- 11. Local Government and Institutional Partnerships.** Local Government Partnerships (LGPs) are partnerships between an IOU and a Lead Local Partner (LLP), which could be a city, county or region for the purpose of engaging local governments to promote demand side management (DSM) activities. Specifically, LGPs are designed to generate energy and demand savings within their own facilities and in their communities through joint utility-local government program designs that incorporate utility offerings and local government leadership, take actions that support the California Energy Efficiency Strategic Plan, leverage their local government role/authority, and provide DSM outreach in the community. Pursuant to [D.12-05-015](#), beginning in the 2013-2014 cycle, new candidate partners must also adhere to deep retrofit criteria, as defined in the IOUs' program implementation plans.
- 12. Pilot Programs.** Pilot programs should be designed to create the measures and program delivery mechanisms of the future, enabling EE programs to achieve deeper savings and market transformation. The pilots should be limited in scope and duration so that results are available in a specified time frame and limited in budget so that unsuccessful programs have a minimal impact on the overall portfolio. All results of pilot programs must be shared widely with the other program implementers and with the stakeholders in the sector impacted by the pilot. There should be a specific plan and timeframe to move successful pilot programs into statewide use (if applicable), or other more significant program efforts.

Each proposed pilot should contain the following elements¹¹:

¹¹ D.09-09-047 at 48-49

- i. A specific statement of the concern, gap, or problem that the pilot seeks to address and the likelihood that the issue can be addressed cost-effectively through utility programs;
- ii. Whether and how the pilot will address a Strategic Plan goal or strategy and market transformation;
- iii. Specific goals, objectives and end points for the project;
- iv. New and innovative design, partnerships, concepts or measure mixes that have not yet been tested or employed;
- v. A clear budget and timeframe to complete the project and obtain results within a portfolio cycle - pilot projects should not be continuations of programs from previous portfolios;
- vi. Information on relevant baselines metrics or a plan to develop baseline information against which the project outcomes can be measured;
- vii. Program performance metrics (see Section 4.6.3);
- viii. Methodologies to test the cost-effectiveness of the project;
- ix. A proposed EM&V plan; and
- x. A concrete strategy to identify and disseminate best practices and lessons learned from the pilot to all California IOUs and to transfer those practices to resource programs, as well as a schedule and plan to expand the pilot to utility and hopefully statewide usage.

II. Funding Guidelines for IOUs

These guidelines provide the IOUs with ways to be compensated for their energy efficiency programs.

1. **Energy Efficiency Funds from Electric Procurement Rates and Gas Public Purpose Program (PPP) Surcharges.** Pursuant to § 381, 381.1, 399 and 890-900, gas PPP surcharge and/or electric procurement funds must be spent to deliver energy efficiency benefits to ratepayers in the IOU service territory from which the funds were collected. Gas PPP surcharge and/or electric procurement collections must fund energy efficiency programs that benefit gas and/or electric customers within an IOU's service territory, as adopted by the CPUC. However, nothing in these Rules is intended to prohibit or limit the ability of the CPUC to direct the IOUs to jointly fund selected measurement studies, statewide marketing and outreach programs,

or other EE programs and activities that reach across service territory boundaries that serve statewide energy efficiency efforts.

2. **Cost Caps and Targets.** All IOUs shall reflect all costs associated with the delivery of their energy efficiency programs in their submissions in the EE portfolio annual budget advice letters (ABAL) as stated in [D.18-05-041](#) and shall note, where applicable, when the costs are recovered in other proceeding. Costs shall reflect the caps and targets defined in [D.09-09-047](#) and clarified in [D.12-11-015](#) (D.09-09-047, pg. 49). Administrative cost definitions are further delineated in Appendix C of this manual.
 - i. **Administration** – Administrative costs for utility EE programs (excluding non-IOU third party and/or government partnership budgets) are limited to 10 percent of total EE budgets. These costs shall be inclusive of any energy efficiency-related costs authorized and collected in other proceedings. These costs should also reflect the fully-loaded personnel costs of delivering EE programs and shall also note where the costs have been or will be recovered elsewhere to avoid double counting of costs. Administrative costs shall be consistent across IOUs and can only be shifted into other cost categories subject to the fund shifting rules as described in [D.15-10-028](#). The IOUs shall not reduce the non-utility portions of government partnership and third-party implementer administrative costs without following authorized fund shifting guidelines subject to the fund shifting guidelines in Appendix A. ([D.09-09-047](#), pg.369.)
 - ii. **Marketing, Education, & Outreach (ME&O)** – ME&O cost targets for energy efficiency are set at 6 percent of total adopted EE budgets, subject to the fund-shifting rules in Rule II.3 and Appendix A.
 - iii. **Direct Implementation Non-Incentive (DINI)** -- DINI costs are defined in Appendix C as resource program delivery support costs and shall have a target value set at 20 percent of the total adopted energy efficiency budgets.¹² The IOUs are required to minimize their non-incentive budgets as much as possible to achieve savings targets ([D.12-](#)

¹² This target was adopted for 2010-12 cycle in D.09-09-047 at 6, at 74, and OP 13c and re-iterated for the 2013-14 cycle. D.12-11-015 at 98 states “This provision of D.09-09-047 is still in effect and has not been superseded, though the target is also not met by the proposed portfolios. We find that such a target is still reasonable for 2013-2014.”

[11-015](#), pg. 101).

- iv. **Local Government Partnerships and Third Party Programs** – The utilities will seek to limit administrative costs of third party and local government partnership direct costs to 10 percent, striving for an entire cost cap of 10 percent. This amount is separate from utility costs to administer these programs ([D.09-09-047](#), pg. 63).
- v. The utility PAs shall ensure that their EE portfolios contain third party designed and implemented programs funded as a percentage of each IOU's overall EE budget utilizing the following schedule and budget amount by the end of each given year: 25 percent by 2019, 40 percent by 2020, and 60 percent by 2022. These PAs shall file a Tier 2 advice letter for each third party contract, or a batch of third party contracts, that is valued at \$5 million or more and/or with a term of longer than three years for Commission review ([D.18-01-004](#), pg.61, and [D.18-05-041](#)).

3. **Fund Shifting Rules.** [D.15-10-028](#) modifies prior fund-shifting rules established in [D.12-11-015](#), the December 22, 2011 Assigned Commissioner's Ruling (ACR) in [R.09-11-014](#), [D.09-09-047](#), [D.09-05-037](#), [D.07-10-032](#), [D.06-12-013](#), and [D.05-09-043](#) to apply to the current funding cycle. Each energy efficiency program administrator (PA) must file a Tier 2 advice letter highlighting the next calendar year's budget, all fund shifting activity, annual spending, and cost-effectiveness statements ([D.15-10-028](#),p.123).

In [D.15-10-028](#), the CPUC also eliminated prior requirements that EE PAs must file advice letters to obtain authorization to shift funds among EE programs. However, if CPUC Staff or stakeholders identify fund-shifting activities that substantially depart from CPUC policy direction or, in the opinion of CPUC Staff or stakeholders, are not in the best interest of ratepayers and/or the efficiency portfolios, they may raise their concerns in a protest to the PA ([D.15-10-028](#), pg.127).

4. **Funding Business Plans.** Each PA will file an initial business plan for new programs as an application to receive EE funding. Business plans will explain at a relatively high level how PAs will effectuate the strategic plan and correspond with their more detailed implementation plans. PAs will organize business plans into market sectors and subsectors as discussed below. After the initial filing, PAs *must* file revised business plans only when a "trigger" event happens; PAs *may* also file revised business plans whenever they choose to do so. Business plan filings will

generally be untethered to the calendar except that PAs will need to apply for an extension of funding – that is, a restarting of the ten-year clock -- no less than one year before funding is set to end. ([D.15-10-028](#), pg. 123).

Business plans will be considered as part of a stakeholder process and shall contain the following:

- a) Portfolio summary and description of applicable intervention strategies;
- b) A chapter for each of six sectors (residential, commercial, industrial, agriculture, public, cross-cutting) providing;
 - a. A description of each PA’s overarching goals, strategies and approaches; near-, mid- and long-term strategic initiatives;
 - b. Sector-specific intervention strategies;
 - c. Descriptions of how each sector approach advances the goals, strategies and objectives of the strategic plan;
 - d. Descriptions of which and how strategies are coordinated statewide and regionally among PAs and/or with other demand-side options;
 - e. Descriptions of how cross-cutting “sectors” are addressed;
 - f. Descriptions of leveraging of cross-cutting activities for success for particular customer groups;
 - g. Descriptions of work to minimize redundancy;
 - h. Descriptions of efforts voiding working at cross purposes with other PAs;
 - i. A description of any pilots contemplated or underway for the sector.
 - j. A chapter for each of six sectors (residential, commercial, industrial, agriculture, public, cross-cutting) providing a statement of evaluation.

Utility program administrators shall not opt out of funding statewide programs and must fund at levels consistent with their proportional share based on load, unless specifically approved by the CPUC for a deviation by means of a new business plan ([D.18-05-041](#), pg.186). In a rolling portfolio, where budgets are annualized rather than in a multi-year (portfolio cycle) period, if the program calendar year ends before disposition of the advice letter with the budget for the next calendar year, the prior year’s budget shall remain in place until disposition of the pending

advice letter. IOUs shall continue to recover costs, and make transfers to CCAs and RENs, based on the prior year's authorized budget ([D.15-10-028, OP 5](#)).

5. **Shared Funding and Funding for EM&V** - The utilities shall file a Tier 1 advice letter to propose a mechanism for shared funding of statewide programs detailing proportional amounts and discrepancies or issues ([D.18-05-041](#), pg.187). Energy efficiency PAs shall fund the coordinating committee (as created via [D.15-10-028](#), p. 70) budget pro-rata based on their share of the overall authorized annual energy efficiency spending, filed through a Tier 1 advice letter ([D.15-10-028](#) pg.125-126). Evaluation budgets will remain at four percent of the total portfolio, with at least 60 – 72.5 percent reserved for CPUC staff evaluation efforts and from 27.5 and up to 40 percent for program administrators, to be further divided proportionally among utilities, community choice aggregators, and regional energy networks by appropriate utility service area, with the exact amounts to be finalized during the collaborative process between program administrators and CPUC staff. ([D.16-08-019](#), pg. 3.)

6. **Treatment of Unspent Funds from Prior Portfolio Cycles.** At the beginning of each portfolio cycle, IOUs should apply prior cycle(s) unspent funds to the new portfolio, including any associated interest collected, to offset revenue requirements in the new portfolio cycle as approved by the CPUC through the IOUs' EE applications ([D.12-11-015](#), pg. 93). Committed funds are defined as those associated with individual customer projects and/or are contained within contracts signed during a previous program cycle and associated with specific activities under the contract. Committed funds are not considered “unspent funds,” and need not be spent during that particular program cycle so long as there is an expectation that the activities will be completed and that the committed funds are spent to complete the activities for which they were committed. Savings will be counted in the cycle in which the project is completed ([D.12-11-015](#), pg. 92).

7. **Program Cancellation.** IOUs shall not eliminate any energy efficiency program or sub-program except through the energy efficiency portfolio application or an Advice Letter seeking such a change. ([D.12-11-015](#))

III. **Regional Energy Networks & Community Choice Aggregators**

This section provides information on the option for local government entities to apply with the CPUC to directly administer and report of energy efficiency related programs. This section also

includes compliance requirements for Regional Energy Networks (RENs) and Community Choice Aggregators (CCAs) administering Energy Efficiency programs.

1. **Regional Energy Networks.** In [D.12-11-015](#), the CPUC authorized the formation of RENs, to enable local government entities to plan and administer energy efficiency programs independent from the IOUs. RENs are distinguishable from other local government partnerships (LGPs) by the fact that they have applied to the CPUC to become a REN vs. LGPs that propose to and are selected by the IOUs. RENs are intended to be additional to and not in replacement of design or budget of LGPs contracting to IOUs. The RENs will have the independent ability, within the confines of CPUC approval, to manage, deliver, and oversee their own programs independently, without utility interference or direction as it relates to the design and delivery of their programs. Within California there are three RENs; 1) The Bay Area Regional Energy Network, 2) The Southern California Regional Energy Network, and 3) The Tri-County Energy Network. The IOUs will serve as fiscal managers responsible for all usual fiscal and management functions including fiscal oversight and monitoring, such as providing the day-to-day contract management functions and disbursement of ratepayer funds ([D.12-11-015](#), pg. 10). The CPUC retains the authority to direct changes to the REN energy efficiency portfolio. The RENs and IOUs are required to submit Joint Cooperation Memorandum advice letters ([D. 18-05-041](#), OPs 38-39). These memos ensure coordination between the Program Administrators with overlapping service territory. The memos identify program offerings that are distinct and similar. Where programs are similar, the RENs and the IOUs state their plan for seamless program offerings and to avoid customer confusion. Finally, [D.16-08-019](#), page 11 reaffirmed the RENs as “pilots” and that they should be evaluated on an equal basis as the IOUs and that the RENs should continue to directly apply to the CPUC for funding.

On December 5, 2019, the CPUC approved [D.19-12-021](#) which adopted Frameworks for RENs and Market Transformation. The language in this decision authorizes the continued operation of the RENs and “invites new REN proposals as business plans to be filed with the Commission” so long as they meet specific criteria laid out in the proposed decision.¹³ Reiterates that the RENs have no cost-effectiveness threshold given that they exist to fill gaps in California’s energy efficiency portfolio of programs and serve hard-to-reach (HTR) customers. Allows some geographic overlap among more than one REN and other program

¹³ The new criteria for RENs in D.19-12-021 include that they must represent more than local government entity (pg 22); coordinate with existing program administrators in their geographic area prior to filing a business plan (pg 22); vet their proposal with stakeholders through the California Energy Efficiency Coordinating Committee (CAEECC) (OP 2); explain their governance structure in the business plan filing (OP 2); A description of its new and unique value to contribute to California’s energy, climate, and/or equity goals (OP 2); and a proposed set of metrics and savings targets (OP 2).

administrators, with appropriate coordination and requires that all PAs file JCMs to avoid duplication ([D.19-12-021](#), pgs 25-26). Finally, the decision re-designates the RENs as program administrators instead of pilots, requires that the RENs business plans demonstrate a value add, in addition to filling gaps and serving HTR customers, and does not limit them to any specific sector or program area ([D.19-12-021](#)).

2. **Community Choice Aggregator (CCA).** Community Choice Aggregators (CCAs), are an alternative to the investor owned utility energy supply system in which local entities in California can aggregate the buying power of individual customers within a defined jurisdiction in order to secure alternative energy supply contracts. In 2010 the first CCA, Marin Clean Energy (MCE) launched. The passage of AB 117 (Midgen, 2002) which allowed formation of CCAs as an alternate load serving entity also created the option for CCAs to administer EE programs under Public Utility Code (PUC) § 381.1 by allowing a CCA to “apply to administer” ratepayer funded EE programs. This act was later modified by Senate Bill (SB) 790 (Stats. 2011, Ch.599, Leno) which allowed another route for CCA’s to offer ratepayer funded EE programs through “electing to administer” and [D.14-01-033](#) provided further clarity for CCAs choosing either approach. CCAs “applying to administer” EE programs must file an application with their Business Plan which must comply with the CPUC’s prior decisions and resolutions per [PUC § 381.1\(a-d\)](#). Additionally, CCAs shall submit their plans factoring in cost effectiveness approved by their governing board, then the CPUC. CCAs “electing to administer” programs can only offer only EE services to their own customers pursuant to Section 381.1(e-f). A formula that sets the maximum funding the electing CCA can request ([D.14-01-033](#), pg. 22). CCAs elect to administer through filing a proposed plan via a Tier 3 advice letter ([D.14-01-033](#), pg. 54).

Compliance Requirements for Regional Energy Networks and Community Choice Aggregators:

3. **Business Plans.** CCAs were encouraged apply to be non-IOU program administrators of energy efficiency programs and local governments were allowed to submit regional pilots for the CPUC to review in D.12-05-015, COL 50 and the applications of BayREN, MCE and SoCalREN were later approved in D.12-11-015, OPs (8-11). RENs and MCE submitted their applications, which were proposed in Business Plans, to the CPUC in January of 2017. Each year, after approval of the overall business plans, MCE and RENs’ annual budget advice letters are to be shared with stakeholders by leveraging the California Energy Efficiency Coordinating Council (CAEECC) prior to submission to CPUC, a process endorsed in [D.15-10-028](#) ([16-08-019](#), OP 1 and OP 2). All EE PAs, including the RENs and MCE are subject

to the triggers for refiling their business plans per OP 2 of [D.15-10-028](#).¹⁴ However, RENs are not required to meet a cost-effectiveness threshold and do not have assigned savings targets through the ED led Potential and Goals Study.¹⁵ MCE is required to meet the same cost-effective threshold as the IOUs, but also do not have assigned savings targets through the ED led Potential and Goals Study).¹⁶ To ensure that MCE and the RENs are more accountable to meeting a saving threshold, [D.18-05-041](#) stated that RENs and MCE forecasted energy savings goals must meet or exceed the annual energy savings targets included in their business plan as a criteria for approval of their ABALs.¹⁷ However, MCE and the RENs each submitted budget and savings true-up tables in their PY 2019 ABALs. These true-up tables reflected more accurate and updated planning assumptions and forecasts, for each program year through 2025, than their business plans. Thus, [D.19-08-034](#) stated that for each year MCE and the RENs request energy efficiency funding authorization via an ABAL, they shall meet or exceed the annual savings forecasts presented in their true-up tables as submitted in their prior year's ABALs.¹⁸

4. **Implementation Oversight and Reporting Requirements.** The RENs and CCA's who implement EE programs are subject to the same periodic reporting requirements to the CPUC as the IOUs are required to submit. The IOUs will receive attribution toward their portfolio goals for REN and CCA energy savings ([D.12-11-015](#), pg. 11). Additionally, RENs and CCAs will submit monthly narrative reports, which enable CPUC staff to track and perform approved EE activities. These reports are found on the CEDARs (<https://cedars.sound-data.com/>). The CCAs and RENs shall conduct financial and management audits of its energy efficiency programs and provide a copy of the audits to the CPUC ([D.12-11-015](#), pg.10).

¹⁴ Each energy efficiency program administrator must file an application with a revised business plan when a "trigger" event happens. Triggers are:

1. A Program Administrator (PA) is unable to adjust its portfolio in response to goal, parameter, or other updates to:
 - a. meet savings goals,
 - b. stay within the budget parameters of the last-approved business plan, or
- c. meet the Commission-established cost effectiveness (excluding Codes and Standards and spillover adjustments)
2. The Commission calls for a new application as a result of a decision in the policy track of the proceeding (or for any other reason);

¹⁵ D.19-08-034, pg 28.

¹⁶ Ibid

¹⁷ D.18-05-041, pg. 134.

¹⁸ D.19-08-034, pg 28.

5. **Threshold of Review.** [D.19-12-021](#) revised the criteria that the CPUC will consider in approving new or renewed REN business plans. Specifically, the decision states new RENs must show also new or unique value to the CPUC’s energy, climate, and/or equity goals. In addition, to qualify for consideration, a REN program activity must meet one or more of the following criteria to be considered for approval:
- Activities that utilities or CCA program administrators cannot or do not intend to undertake.
 - Pilot activities where there is no current utility or CCA program offering, and where there is potential for scalability to a broader geographic reach, if successful.
 - Activities serving hard-to-reach markets, whether or not there is another utility or CCA program that may overlap ([D.19-12-021](#), pg 32).
6. **Program Cost-Effectiveness Threshold.** [D.14-01-033](#) required the CCA’s portfolios to meet the same cost-effectiveness tests as IOUs, with an exception in the three years following their first application where a TRC of 1.0 is permitted (pg. 50). Regional Energy Networks are not required to hit a cost-effectiveness threshold, but [D.16-08-019](#) did “encourage RENs to manage their programs with an eye toward long-term cost-effectiveness” ([D.16-08-019](#), pg 12).
7. **CCA and REN Funding.** CCA’s submitting applications to administer programs pursuant to Section 381.1 shall receive funding only for electricity savings programs ([D.14-01-033](#), pg. 54). For the three RENs, Southern California Edison Company, Southern California Gas Company, and Pacific Gas and Electric Company remain the fiscal managers for their contracts without exercising control over program design or program changes ([D. 14-10-046](#), pg.162). If funding year ends prior to CPUC disposition of program administrator budget via their annual budget advice letter, RENs and CCAs will continue to receive prior years funding ([15-10-028](#), OP5, pg. 124).
8. **Evaluation, Measurement and Verification Requirements.** CPUC staff shall include CCA -administered programs under [PUC § 381.1](#) (a)-(d) within the scope of its EM&V activities ([D.12-11-015](#), pg. 51). REN evaluations, including impact and process evaluations should be managed by CPUC staff. CPUC Staff shall retain an accounting consultant using EM&V funds to cover the cost both to review prior cycle reporting and to develop a proposal to rationalize accounting practices for energy efficiency going forward ([D. 14-10-046](#), pg.162). In OP 16 of [D.16-08-019](#), CCAs and RENs funding for evaluation shall be set

on a proportional basis, based on total program budget, from among the up-to-40 percent allocation within the relevant utility service territory.

IV. Cost-Effectiveness

This section provides the rules and policies governing cost effectiveness analysis for the purposes of measuring the performance of program administrator programs and ensuring that public purpose funds are responsibly allocated. This section also provides details regarding program performance metrics as another metric to measure the performance of programs and portfolios.

1. **Standard Practice Manual (SPM).** The cost-effectiveness indicators referred to in these rules are described in the *California Standard Practices Manual: Economic Analysis of Demand-Side Management* ([D.12-05-015](#), p. 28). Cost-effectiveness analyses must be performed in a manner consistent with the indicators and methodologies included in the SPM, with clarifications indicated in CPUC decisions relating to this subject.
2. **Total Resource Cost Test (TRC).** This CPUC relies on the Total Resource Cost Test (TRC) as the primary indicator of energy efficiency program cost effectiveness, consistent with our view that ratepayer-funded energy efficiency should focus on programs that serve as resource alternatives to supply-side options. The TRC measures net costs as a resource option based upon the total costs for the participants and the utility. The benefits are the net present value of avoided costs of the supply-side resources avoided or deferred. The TRC costs encompass the net present value of the net costs to participants for installed measures over the measure life plus all the costs incurred by the program administrator. The net benefits and net participant costs exclude the benefits derived from and costs paid by free-rider participants ([D.07-09-043](#), p. 157). The net cost to participants is the actual costs minus any rebates¹⁹ from the program administrator. The net present values are calculated using a discount rate that

¹⁹ Per SPM and Decisions including D.08-01-006, rebate amounts used to reduce participant costs are defined to include only dollar benefits such as rebates or rate incentives (monthly bill credits) paid by the program administrator to a participating customer (ratepayer). These costs are included in the program administrator total cost so must not be counted twice. Rebates paid to free-rider participants are included as TRC costs in the program administrators cost.

reflects each utility's after-tax weighted average cost of capital (WACC), based on the most recent cost of capital decision.²⁰

3. **Program Administrator Cost Test (PAC).** The Program Administrator Cost (PAC) test of cost-effectiveness should also be considered in evaluating program and portfolio cost-effectiveness. Under the PAC test the program benefits are the same as used in the TRC test. The costs include only the net present value of all costs incurred by the program administrator while excluding the costs incurred by the participating customers. As in the TRC test, the net present values for the PAC are calculated using a discount rate that reflects each PA's after-tax weighted cost of capital, based on the most recent cost of capital decision.

4. **Application of the TRC, RIM and PAC Tests.** Though TRC is the primary cost effectiveness test used by the CPUC, also considering the RIM and PAC test supplemental to the TRC appropriately acknowledges the dual-cost issue unique to energy efficiency investments ([D.19-05-019](#), p. 24). Since it is expected that incentives offered for the installation of a measure will not exceed the incremental cost of the measure, activities that pass the TRC test normally will also pass the PAC test.²¹ However, if deployment of the program requires rebates or financial incentives to participants that exceed the measure cost, then the program may pass the TRC test, but fail the PAC test. Incentives or rebates that exceed the TRC cost for a measure must be justified in workshop submissions that are approved by CPUC Staff.²² The RIM test provides information on the rate impacts. Therefore, all determinations based on the cost-effectiveness analyses of distributed energy resources should include a written description of the results of the TRC, PAC, and RIM ([D.19-05-019](#), p. 25).

[D.18-05-041](#) modified the portfolio requirements to include a 1.25 ex-ante TRC by 2023, with an ex-ante TRC of 1.0 during the ramp years of 2020-2022 (p.72). The decision did not

²⁰ D.12-05-015, p. 38 contains a table of the current IOU WACC values and OP 2 directs the use of the after-tax Weighted Average Cost of Capital as the discount rate. D.12-12-034 provides the latest review of utility cost of capital. Further historical data is provided at <http://www.cpuc.ca.gov/General.aspx?id=12056>.

²¹ [D.06-06-063](#), p. 72 recognizes only "limited instances for program design purposes where the cash rebate to the customer exceeds the measure installation cost"

²² Originally defined in D.92-09-080, the dual test was last modified in D.05-04-051

modify that the evaluation of portfolios take into consideration passing both the TRC and PAC tests for each service territory and for the entire approved portfolio, including RENS (p.161). However, the TRC will not exceed the PAC unless incentives exceed incremental measure costs.²³

5. **Overall Cost-Effectiveness of IOU, REN, and CCA Portfolios.** It is the responsibility of the CPUC to approve the total portfolio- which includes both utility and REN proposals- and ensure that it is cost-effective overall, because the IOUs are not in control of the REN proposals and therefore cannot make the cost-effectiveness tradeoffs within their portfolio. The CPUC therefore applies the dual test for overall portfolio cost effectiveness, taking into consideration passing both the TRC and PAC tests for each utility service territory portfolio without the RENS, as well as entire approved portfolio that includes the RENS ([D.12-11-015](#), p. 18). The CPUC emphasized in [D.18-05-041](#) that RENS ought to focus in filling gaps in IOU energy efficiency portfolios, piloting different approaches, and targeting hard-to-reach customers. Due to challenges associated with RENS diversifying portfolios, the CPUC did not adopt specific cost effectiveness requirements for RENS (p.95)

6. **Avoided Costs and Other Inputs.** TRC and PAC benefits should be computed using the avoided cost methods and input assumptions, including avoided greenhouse gas emissions related cost²⁴ that have been developed for the evaluation of energy efficiency programs in the Standard Practice Manual and in Proceeding R.14-10-003. As set forth in [D.16-06-007](#), data for the avoided cost calculator shall be updated on an annual basis, and shall be conducted through the CPUC Resolution process ([D.16-06-007](#), p. 6 and OP 2, p. 26).

7. **Cost Effectiveness Adjustments for Free-Ridership and Market Effects.** Net to Gross (NTG) ratios are used to estimate and describe the “free ridership” that may be occurring within energy efficiency programs, that is, the degree to which customers would have installed the program

²³ [D.06-06-063](#), p. 72 recognizes only “limited instances for program design purposes where the cash rebate to the customer exceeds the measure installation cost”

²⁴ [D.17-08-022](#) adopted a series of values based upon the California Air Resources Board Cap-and-Trade Allowance Price Containment Reserve Price as an interim greenhouse gas adder value for use in the avoided cost calculator when analyzing the cost-effectiveness of distributed energy resources. Resolution E-4942 incorporates the update of these values set forth in [D.18-02-018](#) for use in the IDER proceeding and any other proceedings that rely on assumptions about the avoided GHG costs of DERs for evaluating cost effectiveness.

measure or equipment even without the financial incentive (e.g., rebate) provided by the program. Cost-effectiveness of the portfolio shall be calculated as net of free riders, or on a “net savings basis” for the purpose of establishing budget levels that meets the legislative requirement in § 454.5.²⁵

- a. CPUC Staff has the responsibility to perform research on free ridership and market effects and to use the results of that research to develop updated NTG values for use in portfolio planning and utility reporting. This research often involves interviews with customers and others who participate in the utility programs. The IOUs are required to cooperate and facilitate this research. Utility customers are required cooperate with CPUC staff in this research as a condition of receipt of energy efficiency funds. The IOUs must respond to CPUC Staff’s request for evaluation data in a timely manner to facilitate this research so as to improve the reliability of NTG results ([D.12-05-015](#), p.51). Our adopted DEER is the repository of the NTG values to be used for planning and reporting. CPUC Staff shall strive to update DEER with uniform statewide NTG values that represent typical expected results (p. 54 and OP 6).
- b. The “default” NTG values shall be used when there is a lack of research on the NTG value for the program or delivery mechanism. This may apply to new or existing measures (or if a proposed delivery mechanism has deviated substantially from past related program activities).²⁶ When new measures or programs are proposed, CPUC staff may utilize the results of previously completed research produced during similar program or measure piloting activity to set an appropriate NTG value ([D.12-05-015](#), p. 339). Alternatively staff may determine that no piloting research is required and accept proposed use of default or other appropriate NTG values.
- c. For measures added to the portfolio as a direct result of Emerging Technology Program activities (Emerging Technology measures) the IOUs may request in their non-DEER work paper submissions that a measure be assigned a NTG value at or above 0.85. CPUC Staff shall have the authority to accept or reject a utility Emerging Technology measure classification and

²⁵ Definition and calculation of Net-to-Gross adjustments to TRC test were described in Attachment 9 of [D.07-09-043](#).

²⁶ [D.12-05-015](#) adopted DEER NTG table. [D.15-10-028](#) adopted the DEER update process through the rolling portfolio cycle schedule which includes the update of default and prescribed NTG values.

to set any Emerging Technology measure NTG value at or above 0.85 as it deems appropriate ([D.12-05-015](#), p. 62 and OP 14 and OP 15).

- d. For all projects undertaken by schools, and for programs targeting specific transmission, distribution, or generation constrained areas (other than bottoming-cycle combined heat and power projects), for purposes of determining net savings, default ex ante lockdown rules apply, except that a Net-to-Gross ratio of .85 (before spillover effects) is “locked down” for all above code projects. Eligibility includes requirements that customer incentives shall be the higher of 75 percent of incremental measure cost, or what is available under prior policies ([D.14-10-046](#), pp. 163-164).
 - e. For custom projects the adopted ex ante review process provides CPUC Staff with the ability to review and update ex ante values including NTG for those projects (OP 149). The IOUs are expected to respond to CPUC staff reviews by taking steps to improve NTG results. Utility programs should strive to push customers to augment projects to include action that would not occur without incentive support or redesign the incentive structure to encourage deeper and more comprehensive activities as well as aligning the incentive amounts to be commensurate with the level of savings that can be attributed to the program (p.61 and OP 12).
 - f. Market effects are defined as additional energy savings that occur as a result of the energy efficiency programs, but that are not included in the utility savings claims. The CPUC acknowledges that market effects occur. However, in D.12-11-015 the CPUC determined that there were not sufficiently current or technically rigorous market effects studies to base market effect estimates on, and instead determined to apply a portfolio-level “market effects adjustment” of 5 percent, ex-post, across all resource programs for the entire cost effectiveness calculation ([D.12-11-015](#), p. 49). This 5% market effect adjustment shall be applied to increase TRC and PAC benefits as well as to increase TRC participant costs (excluding the deduction of program rebates or incentives paid to participants).
8. **Portfolio Filing of Prospective Cost Effectiveness.** A prospective showing of cost-effectiveness using for the TRC test (with consideration also given to PAC) for the entire portfolio of ratepayer-funded energy efficiency activities and programs (i.e., individual programs, plus all costs not assignable to individual programs, such as overhead, planning,

evaluation, measurement verification and administrator compensation and performance, if applicable) is a consideration when authorizing ratepayer funds.

This consideration applies to each of the following: (1) the service- territory wide program portfolios offered by each IOU and CCA Program Administrator, excluding: 1) RENs, 2) emerging technologies programs, and (3) On-Bill Financing loans ([D.09-090-47](#), p.288). IOU program administrators must demonstrate that the first threshold requirement is met on a prospective basis in their program funding applications to the CPUC. IOUs must also demonstrate that the proposed level of electric and natural gas energy efficiency program activities are expected to meet or exceed the CPUC-adopted electric and natural gas savings goals, by service territory.²⁷

- a. The CPUC adopted several safeguards against certain risks that the annual portfolios would not achieve their forecasted TRC estimates. As the basis for determining cost-effectiveness of proposed program portfolios, IOU Program Administrators omit codes and standards (C&S) advocacy costs and benefits, and spillover effects. The CPUC also sets a higher prospective TRC threshold of 1.25 ([D.12-05-015](#), p. 100 and [D.18-05-041](#), pp. 54-55), to hedge against eventual reductions in savings as determined by evaluations.²⁸
- b. To support comparisons of all resources in the IOUs' procurement portfolio, the program administrators are required to also provide levelized unit cost estimates at the portfolio, end-use and measure level consistent with the methods described in the SPM. This information should be submitted with the program administrators' compliance filings.

²⁷ Per [D.04-09-060](#), p.2 savings from LIEE programs will also count towards these goals.

²⁸ D.18-05-041 established the ramp period, program years 2019-2022, in the context of third party solicitations, setting up the statewide administration framework, and affording the PAs an opportunity to improve portfolio cost-effectiveness. Forecasted TRC must meet or exceed 1.25 in the ABAL, except during program years 2019 – 2022, when the forecasted TRC must meet or exceed 1.0.

If a Program Administrator's prospective showing of cost effectiveness does not meet the threshold set-forth by the CPUC²⁹, the PA will need to file an application with a revised business plan for CPUC approval.³⁰

9. **Common Sector-level Metrics.** Metrics should be designed to be valuable to implementers as well as other stakeholders to improve the chances of longevity of the metric and associated perspective of measuring it over time.³¹ Program administrators shall set sector-level metrics in the business plans and will set more granular, program level metrics in implementation plans ([D.15-10-028](#), p. 53)³² In addition to sector-level metrics developed by program administrators, CPUC Staff has developed common sector-level metrics to be reported annually in the annual report by all program administrators to (1) consolidate metrics around common problems identified by most program administrators for each sector, (2) enable consistent tracking and progress assessment for the whole sector, (3) enable comparisons across and within sectors, and (4) enable tracking of high-level portfolio progress over a period of time.³³ Attachment A of [D.18-05-041](#) provides a listing of the minimum set of common metrics to be reported. PA's can submit additional metric (fields) within the Annual Budget Advice Letters, and submit associated data in their annual report.

10. **Cost Sharing and Cost-Effectiveness Across Utility Service Territories.** Energy efficiency statewide program costs are shared between utilities on an upfront pre-set basis, then trued up based on customer participation ([D.16-08-019](#), p.110) Though costs are shared upfront, program cost-effectiveness is still evaluated by utility area, considering just the program costs and benefits relevant to the customers in that area ([D.16-08-019](#), p. 55). The budget for each statewide program in each utility territory shall be counted toward the cost-effectiveness of each utility's energy efficiency portfolio and each utility shall be given energy savings and Energy Savings Performance Incentive credit consistent with their customers' funding and program participation ([D.16-08-019](#), p. 110, OP 7).

²⁹ D.18-05-041 at pp. 133-134 further set annual budget advice letter approval criteria for IOU, CCA, and REN program administrators.

³⁰ D.15-10-028, OP 1 identifies the trigger events which require a program administrator to file a revised business plan. The development of business plan filings are described in [D.16-08-019](#).

³¹ D.18-05-041 dictates that a metric includes a baseline and a target or targets (short, medium, or long term). An indicator does not include baselines or targets.

³² Guiding principles for business plan metrics are laid out in Table 2 of the May 10, 2017 Administrative Law Judge's Ruling Seeking Comment on Energy Efficiency Business Plan Metrics.

³³ Administrative Law Judge's Ruling Seeking Comment on Energy Efficiency Business Plan Metrics, May 10, 2017, p. 5-6 and [D.18-05-041](#), pp. 22-23.

11. Cost Effectiveness Requirements for Fuel Substitution Programs / Measures/ Projects. Fuel substitution programs/projects may offer resource value and environmental benefits. Fuel-substitution programs should reduce the need for supply without degrading environmental quality. For purposes of applying these tests, fuel substitution proponents must compare the technologies offered by their program/measure/project with the baseline technology determined in the same manner as for other measures in the energy efficiency portfolio (namely, using code baseline, industry standards practice, or existing conditions depending on the circumstances of the measure installation). The burden of proof falls on the party sponsoring the analysis to show that the baseline comparison adheres to this requirement. [D.19-08-009](#) (OP 1, p.57) updates the Fuel Substitution Test as follows. Retrofit measures in fuel-substitution programs/projects must pass the following Fuel Substitution Test:

- a. The program/measure/project must not increase source- British Thermal Unit (Btu) consumption when compared with the baseline comparison measure available utilizing the original fuel, as currently defined by the baseline policies in [D.16-08-019](#) and Resolution [E-4939](#), Attachment A.
- b. The program/measure/project must not adversely impact the environment compared to the baseline measure utilizing the original fuel. This means that the use or operation of the measure must not increase forecasted CO2 equivalent greenhouse gas (GHG) emissions.

The Fuel Substitution test does not apply to new construction applications. Program Administrators proposing fuel substitution measures must provide all assumptions and calculations for CPUC review, and utilize the most recent versions of the Avoided Cost Calculator, Cost-Effectiveness tool, and other fuel substitution documents available at the time the measure is proposed.

[D.19-08-009](#) also directed CPUC staff to issue technical guidelines for fuel substitution measures, including, but not limited to, guidance on calculation of source energy savings and environment offsets for fuel substitution measures. [Fuel Substitution Technical Guidance for Energy Efficiency](#) is a 'living' document, whose first version was released on September 2019.

12. Mid-Cycle Funding Augmentations. Costs and energy savings from mid-budget cycle funding additions for programs other than Energy Savings Assistance Programs (ESAP) shall be counted when calculating portfolio cost-effectiveness and shall count towards the IOUs' energy efficiency goals for resource planning purposes.

13. References. See the following references below for further information on cost effectiveness.

- a. CPUC Cost Effectiveness page – <http://www.cpuc.ca.gov/General.aspx?id=5267>
- b. CPUC Standard Practice Manual – [http://www.cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/Utilities_and_Industries/Energy - Electricity and Natural Gas/CPUC STANDARD PRACTICE MANUAL.pdf](http://www.cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/Utilities_and_Industries/Energy_-_Electricity_and_Natural_Gas/CPUC_STANDARD_PRACTICE_MANUAL.pdf)
- c. CPUC Online Tool - <https://cedars.sound-data.com/>

V. Implementation Oversight and Reporting Requirements

The CPUC requires program administrators to both report on annual program achievements as part of its regular reporting requirements and file budget requests for subsequent program year based on prior-years' performance.

1. **Reporting Requirements.** CPUC staff is directed to develop and update reporting requirements to ensure that the types of data and the format of the information presented in the IOUs', RENS' or CCAs' filings and reports are as consistent as possible. The IOUs, RENS and CCAs (except as modified for RENS and CCAs in Rule III.3) are required to follow the CPUC's Energy Efficiency Reporting Requirements Manual for the current program cycle. Please refer to the California Energy Data and Reporting System (CEDARS) at (<http://www.eestats.cpuc.ca.gov>) for the most current reporting templates and Energy Division guidelines. The following regularly occurring reports are required:
 - a) Monthly Reports on expenditures and savings
 - b) Quarterly Reports on budgets and expenditure caps
 - c) Utility Tracking data to report program accomplishments, evaluation sampling and cost effectiveness calculations

- d) Common Sector Metric Annual Reporting - per [D.15-10-028](#), program administrators were relieved of reporting requirements laid out in Resolution [E-4385](#). Program administrators will report on metrics approved in [D.18-05-041](#) in their Annual Budget Advice Letter (ABAL) filings due September of each year and in the May 1 annual reports
- e) Energy Efficiency Program Annual Reports³⁴
- f) Annual Budget Advice Letters³⁵
- g) Other reports as required by the CPUC.

2. Business Plans and Annual Budget Advice Letters. IOUs, RENs and CCAs are no longer required to submit Program Implementation Plans, as they were associated with previously three-year program cycle applications. As of January 1, 2017, IOU, REN and CCA program administrators are required to submit Business Plans, which provide a 10-year high-level description of a program administrator’s respective portfolio in terms of sectors, budgets and strategies, as well as Annual Budget Advice Letters (ABALs), which are filed each year in September and present the program administrator’s budget request for the subsequent program year.³⁶ The Business Plans do not have a formal template; program administrators work with CPUC staff to ensure relative similarity across the various program administrators filed plans.

Implementation Plans – As of January 1, 2019, IOU program administrator portfolios are transitioning to a larger role for third party administrators. By 2023, at least 60 percent of the IOUs’ respective portfolios (by budget) must be bid out to third party implementers, who will be solely responsible for proposing, designing, implementing, and delivering programs for utility program administrators. Consequently, the next few years will see a mix of program-level implementation plans for existing programs that may continue as well as implementation plans for new programs designed as part of the third-party expansion. (The program implementation plan (PIP) addendum process required by [D.04-12-048](#) is no longer in force.)

³⁴ Pursuant to Attachment C of ALJ Ruling Adopting Annual Reporting Requirements for Energy Efficiency and Addressing Related Reporting Issues, dated August 8, 2007

³⁵ As required by D. 15-10-028.

³⁶ Initial Business Plans were filed January 17, 2017 and subsequently approved via Commission Decision 18-05-041 in June 2016. Program administrators may file a subsequent business plan of their own accord or in the instance that they fail to meet specific portfolio review criteria as laid out in D. 18-05-041, including a failure to: meet energy savings goals; be cost-effective; or maintain a budget under the authorized cap.

Implementation plans for *existing programs* that will be continued by the IOUs during the third-party process will be posted to the California Energy Data and Reporting System (CEDARS) on <http://www.eestats.cpuc.ca.gov>) after a brief public review opportunity via CAEECC.

Implementation plans for *new programs*, developed as part of the third-party process, will be reviewed subsequent to a contract signed between an IOU and a third-party implementer and within the sector-specific Peer Review Group for that contract.³⁷

Implementation plan updates are likely to follow guidance provided in [D.18-01-004](#), which recognizes that implementation plans will be initially posted at the conclusion of the third party solicitation process and requires IOU program administrators' implementation plans to be "developed and posted, consistent with the requirements of [D.15-10-028](#), within 60 days after contract execution." As of January 2019, the timing and nature of updating implementation plans that flow from successful third-party solicitation(s) has yet to be determined. However, the IOU program administrators, CPUC staff, and stakeholders, as part of the third-party Procurement Review Group(s) overseeing solicitations, are developing process that will guide implementation updates.

If a REN or CCA desires to modify an existing implementation plan, it should notify the appropriate utility and CPUC staff, and document the changes on the EEStats website, utilizing the same process by which the IOUs make changes to their implementation plans.

- 3. Counting of Savings.** The reporting of ex ante savings estimates in the compliance filings is subject to Rule VI on ex ante review. When estimating ex ante savings values for either portfolio planning or accomplishment reporting the IOUs, RENS and CCAs shall use values and methods from the most recent version of Database for Energy Efficient Resources (DEER) if the measure values are available. If DEER values and methods are not available, the IOUs, RENS and CCAs may propose new values for staff review and approval, subject to Rules VI 4-6. The protocols for developing ex post savings estimates are provided in the California Energy Efficiency Evaluation Protocols,³⁸ updated in [D.09-05-037](#), and through DEER updates.

³⁷ See "Energy Efficiency Programs Implementation Plan Template" at [Implementation Plan Template on EEStats](#)

³⁸ April 16, 2006 ALJ Ruling in R.01-08-028

The definition of peak megawatt load reduction contained in the most recently adopted DEER shall be used to estimate and verify peak demand savings values. The DEER method utilizes an estimated average grid level impact for a measure between 2 p.m. and 5 p.m. during a “heat wave” defined by three consecutive weekdays for weather conditions that are expected to produce a regional grid peak event.³⁹ The new DEER peak timeframe of 4 p.m. to 9 p.m. will replace the existing hours on January 1, 2020 ([Resolution E-4952](#)).

VI. Ex ante Savings and Review

This section explains the annual timeline of the Rolling Portfolio process to determine ex ante values, and the role of CPUC staff, IOU’s and stakeholders in arriving at those values.

- 1. CPUC Oversight of Ex Ante Values.** The estimated energy savings values for energy efficiency measures used for planning and reporting accomplishments for energy efficiency programs, referred to as the ex ante values, are subject to the review and approval of CPUC staff. The ex ante review process must be managed by CPUC staff because it involves judgments that can influence both the development of performance targets and the measurement of program achievements ([D.05-01-055](#), p.120). Due to the conflict-of-interest concerns the IOU Portfolio Managers would not be the appropriate entities to manage or directly contract for the ex ante review process ([D.05-01-055](#), p.121).
- 2. DEER and non-DEER measures and workpapers –** Non-DEER workpapers must use DEER assumptions, methods and data

IOUs are instructed to use DEER values as starting points and/or apply the DEER methodologies for estimating the non-DEER parameter value for cases in which any of the specific parameters of an IOU installation differ from the assumptions that form the basis of a DEER measure. The utilities cannot replace DEER assumptions and values with their

³⁹ D.06-06-063 OP 1. The DEER version adopted in D.12-05-015 utilizes a 3-day “heat wave” that occurs on consecutive days in June through September such that the three consecutive days do not include weekends or holidays, and where the heat wave is ranked by giving equal weight to the peak temperature during the 72-hour period, the average temperature during the 72-hour period and the average temperature from noon – 6pm over the three days.

preferred values unless the CPUC Staff agrees with their proposal for such replacements ([D.12-05-015](#), p.331). Non-DEER values may not be used without CPUC Staff approval.

DEER measures are located in the official Ex Ante database (EAdb). Non-DEER workpapers are typically new measures that have values from sources other than what is in the DEER ex ante database. These may use some values in the DEER ex ante database but the energy savings are determined externally and do not just adopt an energy savings value in DEER.

Workpapers must use DEER assumptions, methods, and data in the development of non-DEER values when available/appropriate and shall follow CPUC Staff direction relating to the appropriate application of DEER to non-DEER values. Any proposed workpaper measure definitions that are different from DEER definitions should be calculated using DEER reference impacts ([Statewide Deemed Workpaper Rulebook v.2.0, p.18](#)). DEER is updated on an annual basis. Workpapers must use the appropriate DEER version based on their program implementation year.

If DEER values and methods are not available, new values may be proposed for CPUC Staff review and approval. For non-DEER measures, DEER values should be used as the starting point. In cases where any of the installation parameters differ from the assumptions for the DEER measure, the Implementer should apply DEER methodologies for estimating the non-DEER parameter value. Non-DEER values may not be used without CPUC Staff approval. Direct replacement of DEER measures is not allowed in workpapers ([Statewide Deemed Workpaper Rulebook](#)). Workpapers can be found at www.deeresources.net.

- 3. Freezing of Ex Ante Values.** The Rolling Portfolio schedule for review and approval of ex ante values was established in D-15-10-028 (see Appendix F here; Appendix 6 in the Decision). The Decision sets a “January 1 deadline for IOU’s to update their workpapers to reflect changes in DEER values adopted by the CPUC earlier in September of the previous year. These set of workpapers are also referred to as *Phase 1 workpapers*. Workpapers for new measures, and workpapers that do more than just update values to conform with revised DEER values, can be submitted by IOU’s at any time or on the first and third Monday, respectively ([D.15-10-028](#), p.84) and are referred to as Phase 2 workpapers. Upon approval by CPUC staff, the ex ante values are frozen until the workpaper is superseded by a revised workpaper or if the measure expires by virtue of the guiding disposition . This freeze of *ex ante* energy savings values applies both to energy efficiency measures contained in the DEER and non-DEER measures covered by workpapers which are developed by IOUs and other program implementers. Unreviewed non-DEER workpapers are granted interim approval

([D.12-05-015](#), p.334). Interim approval indicates that all values and approaches have been approved until a formal review occurs. If a formal review of an interim approved work paper requires significant changes to be made, then those significant changes are applied prospectively from the time of the completed review and the new values are then frozen and entered into the non-DEER database. In the case of an error such as using the wrong parameter values, the changes will be made retroactively. All active workpapers are posted at the workpaper website (www.deeresources.net).

4. **Mid-year updates of Ex Ante Values.** Ex ante values should be adopted and held constant throughout the year. However, mid-year updates of ex ante values are warranted if newly adopted codes or standards take effect during the year. These changes are known at least one year ahead of their effective date. The IOUs shall make appropriate adjustments to their participation and incentive calculation rules as well as update their ex ante value calculations in response to codes and standards changes ([D.12-05-015](#), p.324). IOUs, RENs and CCAs are expected to update non-DEER workpapers with the latest Codes and Standards updates. CPUC staff may perform mid-year review of any non-DEER workpapers with interim approval and require revisions to those workpapers. Mid-year workpaper review shall follow the Phase II review process outlined in the Rolling Portfolio schedule in [D.15-10-028](#), Appendix 5; p.2).

5. **Ex-Ante Review of Non-DEER Measures.** For non-DEER measures, the IOUs are instructed to use DEER values as starting points and/or apply the DEER methodologies, where appropriate, for estimating the non-DEER parameter value for cases in which any of the specific parameters of an IOU installation differ from the assumptions that form the basis of a DEER measure. D.12-05-015 directed the IOUs to update their WPs with all applicable updated DEER values ([D.12-05-015](#), p.290). The current process allows only Program Administrators (PAs) to submit workpapers for review, a Third Party must submit a workpaper through a PA. The PAs do not have the option to replace DEER assumptions and values with their preferred values unless the CPUC Staff agrees with their proposal for such replacements ([D.12-05-015](#), p.326). Additionally, PAs must utilize the latest information available, including the CPUC's most recently available evaluation results, when updating or developing new workpapers ([D.12-05-015](#), p.332). Current and past evaluation results are available at <https://pda.energydataweb.com>. All ex ante values are to be updated or developed in consideration of the latest information available, including Unit Energy Savings (UES), Effective Useful Life (EUL), Installation Rate (IR), NTG and Cost. CPUC staff reviews all utility proposed non-DEER assumptions and values. PAs work with CPUC Staff, following the workpaper and non-DEER workpaper submittal, review and approval process that was originally issued in the November 18, 2009 ruling and updated in [D.10-12-054](#),

[D.11-07-030](#), [D.12-05-015](#), and [D.15-10-028](#).⁴⁰ CPUC Staff's review of "interim approval" workpapers or new workpapers submitted mid-year adheres to the Phase 2 workpaper review process, including the dispute resolution process described in Appendix D.

- 6. Installation Rate for DEER and non-DEER Measures.** All deemed measures have an installation rate, which is the ratio of the number of verified installations of that measure to the number of claimed installations rebated by the utility during a claim period ([D.11-07-030](#), p.22). The installation rate is reported separately in claims and not included in the reported savings for the measure. For any measures not listed in the DEER database, the installation rate is assumed to be 1.0. In their workpapers, PA's include the proposed installation rates for the measure covered by a workpaper. The Gross Savings and Installation Adjustment ([GSIA](#)) is a DEER adjustment factor that combines the Realization Rate and Installation Rate. It is dependent on both the measure technology and how the measure is delivered. The GSIA table can be accessed at www.deeresources.com.⁴¹

- 7. Establishment of Baseline for use in Establishing TRC Savings and Costs.** The approach to establish a baseline for ex ante gross savings values requires the review of the evidence related to one of the three baseline choices: (1) new equipment that is normal replacement, turnover or replacement due to normal retrofit and remodeling activities, and new construction (NC); or (2) the pre-existing equipment used in the program-induced accelerated replacement (AR) case. For new equipment choices that are selected under the NR and NC cases and are subject to existing regulations, codes or standards, the baseline equipment is determined by the regulation, code, or industry standard. The customer's reason for equipment replacement could alter the baseline choice, depending on whether compelling evidence demonstrates that the replacement was a program induced accelerated replacement ([D.11-07-030](#), p. 40, Appendix I to Attachment B). [Resolution E-4818](#) provides measure level baseline assignment and guidance to establish eligibility for an accelerated replacement baseline treatment.
 - a. In the cases when there is no regulation, code, or standard that applies, which would normally set the baseline equipment requirements, the baseline must be established using

⁴⁰ November 18, 2009 ALJ Ruling in A.08-07-021. D.09-09-047 OP 4 states that, "Review of completed IOU work papers regarding ex-ante savings estimates are subject to Commission Staff review and approval, as set forth in an ALJ Ruling of November 18, 2009 in Application 08-07-021, et al. Each IOU shall cooperate with Commission Staff to allow upfront consultation regarding such work papers.

⁴¹ Log in to the READI portal accessed through www.deeresources.com. Then select either the official ex-ante database (EAdb) or the preliminary ex ante review database (PRdb). Then click on the tabs: Support Table, Cost Effectiveness and GSIA value.

a “standard practice” choice. For purposes of establishing a baseline for energy savings, we interpret the standard practice case as a choice that represents the typical equipment or commonly-used practice. Resolution [E-4939](#) establishes the standard practice baseline definition and baseline selection process.

- b. For the case of program-induced accelerated replacement, the remaining useful life (RUL) of the existing equipment is to be used as the starting assumption for the period of accelerated retirement. To establish the period of accelerated retirement, we recommend using one-third of the effective useful life in DEER as the remaining useful life until further study results are available to establish more accurate values (see Summary of effective useful life (EUL)-RUL Analysis for the April 2008 Update to DEER, p.2). CPUC staff has been given flexibility to utilize alternative remaining useful life values, based upon compelling project or technology specific evidence ([D.12-05-015](#), p.348).
- c. The measure or project cost utilized in an early-retirement case is the full cost incurred to install the new high-efficiency measure or project, reduced by the net present value of the full cost that would have been incurred to install the standard efficiency second baseline equipment at the end of the remaining- useful-life period. Thus, the early-retirement cost in the cost effectiveness calculation is higher than the incremental cost used in a normal-replacement case (previously referred to as replace-on-burnout), only by the time value of the dollar amount of the standard equipment full installed cost, using the adopted cost-effectiveness discount rate to calculate that time valuation.
- d. A “dual baseline” must be utilized for program-induced accelerated replacement measures. The dual baseline reflects the difference between the savings that should be credited for the initial years of installation based upon the pre- existing or replaced equipment versus the savings credit in later years that should be based upon an eventual pre-existing equipment replacement assumed to occur if the measure had not been installed as part of the program. At the later date, when the pre-existing equipment would have been replaced due to normal turnover for reasons such as imminent failure or remodeling, an alternate equipment efficiency baseline should be utilized. This “dual baseline” requires two savings calculation periods:
 - The remaining useful life (RUL) which DEER establishes as one-third of the expected useful life (EUL) for the equipment type (which may reflect the EUL of the new equipment rather than the replaced equipment). During the RUL period (“first baseline”), savings is calculated

using the full reduced energy use between the measure and the pre-existing condition. The measure cost for this period is the full cost of equipment, including installation, for the measure.

- The period between the RUL and EUL defines the second baseline calculation period. For this period, the savings are calculated based on the difference between the measure and code/regulations or industry standard practice baseline technologies. The measure cost for this period is the full cost of equipment, including installation, for the second baseline equipment measure. As discussed above, the TRC cost for an ER measure is calculated by subtracting this value discounted by the RUL number of years at the adopted discount rate from the measure cost utilized for the measure equipment in the initial baseline period.
8. **Custom Projects.** The adopted process for CPUC staff's review of custom projects is provided in Attachment B of [D.11-07-030](#) (p.40). The Program Administrators (PA) shall follow the custom project ex ante value review process set forth in Attachment B (OP 7). Section 381.2 of the Public Utilities Code (Senate Bill 1131), effective July 1, 2019, requires the review of a proposed project to conclude within 30 business days of the CPUC receiving the complete project documentation for review. The "[CPUC Staff Selection and Response Timing Protocol For Energy Efficiency Custom Projects Review](#)" guidance document operationalizes the timing of communication on custom project document review and feedback between the PA and CPUC staff to meet this strict review timeline. This guidance document and other custom projects review guidance documents are available on the Energy Efficiency Custom Project Review Guidance Document webpage at:

<https://www.cpuc.ca.gov/General.aspx?id=4133>

The other guidance documents include:

- Energy Efficiency Savings Eligibility at Sites with non-IOU Supplied Energy Sources
- [Statewide Custom Project Guidance Document, version 1.0](#)
- [Statewide Project Feasibility Study template, version 1.1](#)
- [Statewide Post Installation Report template, version 1.0](#)
- [Industry Standard Practice, version 2.0](#)

- [Project basis as Early Retirement \(ER\)/Replace-on-burnout \(ROB\)/Normal Replacement \(NR\)/New Construction \(NC\)/Add-on Retrofit \(Ret\) and remaining/Effective useful Life \(RUL/EUL\), and Preponderance of evidence](#)

- 9. Heating, Ventilation, and Air Conditioning (HVAC) Interactive Effects.** Measures, such as lighting and refrigeration, have a secondary impact on heating and cooling loads and thus heating and cooling energy consumption. These “interactive effects” are appropriate for incorporation into DEER.⁴² The gas and electric IOUs shall include those effects in non-DEER workpapers and custom measures and projects calculations. In its review of IOUs’ workpapers and custom measures and projects, CPUC Staff shall ensure the IOUs include these effects when Staff deems that inclusion has a significant impact on the savings estimate.
- 10. Persistence of Savings.** Until EM&V results inform better metrics, the IOUs may apply a conservative deemed assumption that 50 percent of savings persist following the expiration of a given measure’s life ([D.09-090-47](#), OP 49).
- 11. Gross Realization Rate.** The gross realization rate (GRR) is a multiplier that addresses the likely reality that not all CPUC-approved projects undertaken by IOUs will come to fruition. Based on studies from past years’ outcomes, a GRR value of 0.90 shall be applied as a conservative value to account for the difference between projected and actual energy savings for unreviewed custom projects ([D.11-07-030](#) p. 38, OP 6).
- 12. Statewide workpapers.** The CPUC in Decision [D.12-05-015](#), p.54 states that “similar measures delivered by similar activities should have single statewide values unless recent evaluations show that a significant variation between utilities and that difference is supported by a historical trend of evaluation results”.

⁴² D.09-05-037, OP 3 denied the IOUs’ proposal to eliminate HVAC interactive effects from DEER.

The Program Administrators (PAs) will begin submitting statewide consolidated workpapers for PY2020 in November 2018. The PAs have hired California Technical Forum (CalTF) to consolidate multiple WPs for the same measure to a single, statewide workpaper.⁴³

Only one workpaper may be submitted for each set of programs/measures which are adopted by more than 1 program administrator; such workpapers have been termed “statewide workpapers” and program administrators have been directed to collaborate on such efforts.⁴⁴

Prior to 2018, workpapers were submitted separately by PG&E, SoCalGas, SDG&E and SCE for the same or similar efficiency measures. The CPUC instructed the IOUs to submit one consolidated workpaper for each measure. The IOUs hired CalTF to consolidate their four individual workpapers. These consolidated workpapers have been submitted from the November 2018 through and through calendar year 2019. These workpapers will become effective on January 1, 2020.

VII. Evaluation, Measurement and Verification (EM&V)

The CPUC is responsible for evaluating energy efficiency programs and provides annual savings estimates to ensure that ratepayer dollars are spent cost-effectively and in accordance with the achievement of the state’s energy efficiency goals.

1. **Purpose of EM&V.** The development of energy efficiency programs that deliver reliable energy savings for California’s ratepayers depends on well-designed policies and methods of portfolio performance evaluation, measurement and verification (EM&V). Rigorous and strategically focused EM&V practices are required to gauge the performance of IOUs, RENs, CCAs, and Implementers, verify energy savings, improve the design and success of future energy efficiency programs and enhance the reliability of forecasted savings for resource planning purposes.

In [D.05-04-051](#) the CPUC ordered portfolio evaluation efforts to be structured such that they can:

⁴³ [Ex Ante 2018-2019 Workpaper Workplan, p. 2](#)

⁴⁴ [2017 Workpaper Guidance Memo](#)

- 1) inform the program selection process,
- 2) provide early feedback to program implementers,
- 3) produce impact evaluations at the end of the funding period, and
- 4) feed the planning process for future program cycles.

[D.07-10-032](#) and [D.10-04-029](#) further updated the EM&V process.

[D.16-08-019](#) described how the evaluation budgets for EM&V may shift and updated the schedule requirements for EM&V studies.

- 2. IOU and ED Collaboration on EM&V Plan.** Per [D.09-09-047](#), [D.10-04-029](#), and [D.12-11-015](#), the IOUs and CPUC staff are expected to jointly prepare an EM&V Plan in order to enhance timeliness, transparency and consistency across EM&V work products and to streamline EM&V processes. The IOUs and CPUC staff are expected to adhere to the plan. [D.10-04-029](#) set out the roles and relationships among the CPUC staff, IOUs, and stakeholders regarding Evaluation, Measurement and Verification (EM&V) of energy efficiency programs for 2010 through 2012. In [D.12-05-015](#), the CPUC indicated that guidelines for collaboration, cooperation, and dispute resolution adopted by [D.10-04-029](#) will continue to apply to the 2013-2014 EM&V activities.

- 3. Energy Division Role in EM&V Administration.** [D.05-01-055](#) adopts an approach to EM&V administration whereby Energy Division has management and contracting responsibilities for all EM&V impact-related studies that will be used to:
 1. Measure and verify energy and peak load savings;
 2. Generate data for savings estimates, cost-effectiveness inputs, and the CPUC's adopted performance basis; and
 3. Evaluate whether portfolio goals are met.

Additionally, in [D.10-04-029](#) the CPUC determined that the ED is permitted to manage evaluations that may be considered process or formative evaluations. ED may, on a case by case basis, use program implementers as a vehicle for collecting EM&V data when this would clearly be more efficient.

4. **IOU Role in EM&V Administration.** [D.05-01-055](#) adopts an approach to EM&V administration whereby IOUs may directly contract for (and serve as technical lead in managing) early EM&V, process and program design evaluations as well as market assessment studies. Managing these studies assists IOUs in selecting and managing a portfolio of programs to meet the CPUC's objectives as well as provide them with access to information on a real-time basis to improve program delivery. While soliciting input from CPUC staff, the IOUs should also take the lead in allocating CPUC-authorized funding for this category of EM&V across individual studies, develop the scope of work for each study and prepare the RFPs when needed. In their program plan applications, the IOU should also describe each type of study (including general scope of work) that they plan to manage and/or directly contract for in this category. All interested parties should have an opportunity to consider whether any of those proposed studies would create a conflict of interest if the IOU or program implementers managed and directly contracted for them.

The EM&V budget is set at four percent of the total portfolio budget per [D.12-05-015](#) and is split between the program administrators and Energy Division, with the program administrators responsible for 27.5 percent and Energy Division responsible for 72.5 percent. While the IOUs and Energy Division are responsible for setting budgets for the evaluation work they respectively oversee, the IOUs administer the overall budget in that they are responsible for paying evaluation contractor invoices. The program administrators' portion of the budget may be increased to a maximum of 40 percent, however an increase above 27.5 percent is subject to discussions through the EM&V planning process, as outlined in [D.16-08-019](#).

5. **ED Role in IOU EM&V Studies.** CPUC staff's role for approval and involvement in IOU EM&V projects shall be as set forth in Attachment 2 of [D.10-04-029](#).
 - a. An IOU shall seek approval from CPUC staff before initiating EM&V ex-ante studies, or EM&V process and formative evaluations. The EM&V ex ante studies referred to here are studies conducted by an IOU to develop energy savings estimates in specific cases where there is no existing ex-ante estimate or an existing estimate is out of date and needs testing, and for which CPUC staff is not already conducting or planning to conduct a project to develop estimates for the same measure (regardless of the funding dollars). The IOU management role for developing ex-ante savings estimates or EM&V process or formative evaluations shall be under the oversight of CPUC staff, who shall have the authority to deny approval of IOU proposed projects. This authority is limited to situations where there is a conflict of interest with a contractor the IOU wishes to hire, where there is duplication or significant overlap with studies

already planned or carried out by Energy Division, or where CPUC staff can specify why a study is unnecessary or inappropriate. Energy Division's approval process for IOU's ex-ante studies, or EM&V process or formative evaluations, is limited to no more than two weeks. Any CPUC staff denial of approval shall be in writing to the IOU requesting approval. If the proposed IOUs study is not approved within the two-week timeframe, then it will be approved by default.

- b. If CPUC staff expects to take three months or more to complete an ex ante study, an IOU may request to develop the ex-ante study in order to ensure more timely information. The CPUC staff may approve, or reject the request by providing the IOU, within two weeks of the IOU's request, with a written statement indicating that such rejection is due to duplication of a study that will also be completed within 3 months, conflict of interest or other specific rationale.
 - c. CPUC staff may make case-by-case exceptions to the CPUC-adopted firewall policy regarding program implementers in order to collect data needed for EM&V.
6. **IOU Role in Energy Division managed EM&V Studies.** All EM&V related projects undertaken by the IOUs and Energy Division, regardless of funding source, shall adhere to the same policies and procedures adopted in [D.10-04-029](#) as EM&V-funded projects, except that such EM&V policies and procedures do not apply to projects not previously considered to be in the EM&V category. The process for the IOUs involvement in ED's EM&V studies shall supersede the process adopted in [D.05-01-055](#), and shall be as follows:
- a. CPUC staff and the IOUs will convene publicly-noticed meetings among their staff, EM&V contractors, and stakeholders to share key results and EM&V findings that might lead to improvements in the portfolio and identify best practices and possible improvements to evaluation methods. Such meetings will take place sometime around the middle of the program cycle or at such time when significant results from various EM&V projects are available. If asked by parties or stakeholders, ED or IOUs, or both, should hold short informal meetings with groups or individual organizations, to discuss EM&V work progress and results.
 - b. CPUC staff and IOUs will convene ad hoc meetings (approximately quarterly) among CPUC staff, EM&V contractors, IOU EM&V staff and IOU program managers to discuss work progress and results. These meetings are to provide for timely feedback to program design and implementation. The IOUs can request meetings with ED to discuss work progress and results at any time.

- c. When significant results are produced by the EM&V work, and a technical report is not immediately pending, the CPUC staff and/or the IOUs will provide informal written summaries of the results to the IOUs and other stakeholders. These written summaries will be posted on the same website used for posting EM&V work plans and comments.

7. Dispute Resolutions. A party may file a “Motion for Evaluation, Measurement and Verification Dispute Resolution” (EM&V Motion) with the assigned Administrative Law Judge for resolution of an EM&V matter. The EM&V Motion must include a statement from CPUC staff giving its side of the dispute and documentation of an attempt at informal dispute resolution. The Administrative Law Judge may issue a Ruling to resolve the dispute. The filing party or the CPUC staff may ask that the matter be resolved by the assigned CPUC or the full CPUC. In that case, the Administrative Law Judge (ALJ) will consult with the assigned Commissioner to determine the appropriate course of action. In this situation, the assigned Commissioner or ALJ may issue a Ruling to resolve the dispute. If the assigned Commissioner determines the matter should be brought before the full CPUC, the ALJ or assigned Commissioner shall issue a Proposed Decision and allow for comment under Rule 14 of the CPUC’s Rules of Practice and Procedure. An EM&V motion filed pursuant to [D.10-04-029](#) may be used for the following purposes only:

- Dispute over selection of an EM&V contractor;
- Disputes about project-specific final EM&V work plans;
- Disputes over results of EM&V studies or reports (except for Energy Division Verification Reports, which are issued via draft resolutions per D.08-12-059);
- Disputes regarding final EM&V technical reports; and
- Disputes concerning public vetting of EM&V projects.

8. Public Vetting Process. ED shall determine which EM&V projects should be publicly vetted and shall follow the process laid out in the Energy Division Straw Proposal, pages 8-11, issued by Ruling in Proceeding A.08-07-021 on July 7, 2009. CPUC staff should coordinate with other pertinent state agencies wherever such coordination enhances the State’s overall energy policy goals. ED should weigh the value of public input on EM&V studies versus the extra time such input would entail.

9. EM&V in the Rolling Portfolio. The adoption of the Rolling Portfolio in [D.15-10-028](#) also laid out an updated approach to ED-led impact evaluation studies. While market and process evaluations are not tied to any evaluation schedule other than that in their respective

research plan(s), impact evaluations of uncertain measures are conducted within the Rolling Portfolio schedule on an annual basis. Each year features a list of “bus stops” that are deadlines for the critical steps in the portfolio update process. Bus stops set a “reliable, regular schedule for future updates, so that any new information that ‘misses a bus’ can get on board when the bus rolls around to the stop the following year.” The annual evaluation “bus stop” schedule flows first from the annual EM&V plan update, which is expected to be completed at the end of each year and reflect studies planned for the following year. In addition to the timeline for impact evaluation studies, the bus stop process includes deadlines for IOU workpaper updates as well as ED-determined DEER updates. [D.15-10-028](#) as well as the EM&V Plan (will be hyperlinked when updated) provide specific information on the bus stop schedule and ongoing evaluation planning.

The EM&V funds for RENs and CCAs should be proportional to the program budgets implemented by those administrators. Additionally, EM&V budget allocation to program administrators may be increased to 40 percent on an approved and as-needed basis.

VIII. Shareholder Incentive Mechanism

This section outlines the Energy Savings and Performance Incentive (ESPI) Mechanism established in [D.13-09-023](#), as modified through [D.15-10-028](#) and [D.16-08-019](#), to promote achievement of energy efficiency goals through programs. This new mechanism supersedes the Risk/Reward Incentive Mechanism (RRIM) originally adopted in [D.07-09-043](#) and subsequently modified through a series of later decisions.

The ESPI Mechanism applies to EE program activities that began effective January 1, 2013, and will continue in effect for subsequent cycles until further notice or direction. Relevant supplemental documentation related to the ESPI include Resolutions [E-3497](#), [E-3510](#), [E-4807](#), [E-4897](#), and [E-5007](#) which have approved IOU incentive awards for program years 2013, 2014, 2015, 2016, and 2017.

1. **Incentive Mechanism Criteria.** The ESPI mechanism complements, integrates with, and promotes EE programs and policy goals as adopted in [D.12-11-015](#) (in Proceeding A.12-07-001 et al). The following criteria inform the design of the incentive mechanism. The incentives offered must:

- **Be effective** in spurring the utilities to a commitment to capture all cost-effective energy savings as the first priority in the loading order by fostering innovation in approaches to capture energy savings.
- **Value longer-lasting and deeper savings.** The mechanism should value efforts that achieve deeper, more comprehensive, and longer-lasting savings. The mechanism should maximize GHG reductions and encourage both market transformation and resource acquisition programs.
- **Rely on accurate, transparent, and timely EM&V** to ensure clear, fair, and timely implementation.
- **Prudently use customer funds** to ensure that customers are better off when utilities invest in efficiency instead of supply-side alternatives ([D.13-09-023](#), p. 19).

2. **Energy Savings and Performance Incentive (ESPI) Categories.** The ESPI mechanism shall incorporate opportunities for performance incentives in the following categories:

a. Energy Efficiency Resource Savings:

An incentive is offered to encourage energy efficiency resource savings, paid as a combination of ex ante “locked down” and ex post verified units of savings results, according to the level of uncertainty of the measures for which savings are being claimed. The methodology for measuring resource savings is modified from previous cycles to focus on net lifecycle savings. Incentives for EE resource savings are capped at 9 percent of resource program budgets, minus funding dedicated to administrative activities, codes and standards programs, ME&O, On Bill Financing, EM&V, and CCA/RENs.

The energy savings performance award is split between ex-ante (i.e., estimated savings pre-implementation) and ex-post (i.e., evaluated savings post implementation) savings values. IOUs may file for incentive payments for ex-ante savings in the year following the program year (PY+1) and for ex-post savings two years following the program year (PY+2). Ex-post savings values will apply to custom measures and deemed measures on the ESPI Uncertain Measure List for the corresponding year. Ex-ante values will apply to deemed measures not on the ESPI uncertain measure list for the corresponding year ([Resolution E-4897](#), p. 5).

b. Ex-Ante Review Process Performance:

For performance in implementing the lock down of ex ante parameters, a performance award shall be paid based on the scoring of performance metrics in accordance with the protocol set forth in Section 7 of [D.16-08-019](#).

The ex-ante review performance award is the product of the final IOU score and the earnings cap for the component. Each IOU's score is based on an evaluation of their respective ex-ante review activities in accordance with the metrics below (further detailed in Section 7 of [D.16-08-019](#)):

| Metric Category | Adopted Weighting |
|--|-------------------|
| 1. Timing and Timeliness of Submittals | 10% |
| 2. Content, Completeness, and Quality of Submittals | 30% |
| 3. Proactive Initiative of Collaboration | 10% |
| 4. Program Administrator's Due Diligence and Quality Assurance/Quality Control Effectiveness | 25% |
| 5. Program Administrator's Responsiveness to Needs for Process and Program Improvements | 25% |

The award is capped at 3 percent of approved resource program expenditures. Administrative costs, On-Bill Financing Loan Pool budget, and IOU Direct Implementation Non-incentive (DINI) expenditures incurred beyond 20 percent of resource program expenditures are subtracted from the authorized resource program expenditures before calculating the 3 percent award. In case the IOU expenditures exceed the authorized budget for resource programs, the approved annual budget for the resource program category is used for calculating the caps. In that case, administrative costs, On-Bill Financing Loan Pool budget, and IOU Direct Implementation Non-incentive (DINI) expenditures incurred beyond 20 percent of resource program expenditures are subtracted out from the approved program budget.

c. Codes and Standards (C&S) Program Management Fees:

An incentive for savings from building C&S advocacy is paid as a management fee equal to 12 percent of approved C&S program expenditures, not to exceed authorized expenditures, and excluding administrative costs.

d. Non-Resource Program Management Fees:

For performance in implementing non-resource programs (which support savings based programs but in which there are no direct savings), a management fee shall be paid equal to 3 percent of non-resource program expenditures, not to exceed authorized

expenditures for these programs exclusive of administrative costs ([D.13-09-023](#), pp. 19-20)

Incentive caps are specific to each component. If a utility does not earn up to the cap of one component, those incentives are not available to be earned under a different incentive component ([D.13-09-023](#), p. 95, OP 3).

3. **Scaling Incentive Earnings Potential for Resource Savings.** It is the intent of the mechanism to award incentive based on net savings goals, adjusted for the effects of “free riders” and "spillover”(D.13-09-023, p. 36). For purposes of designing incentive performance metrics, incentive earnings potential are scaled in relation to the appropriate level of resource savings goals ([D.13-09-023](#), p. 33-34). Savings incentive earnings accrue as a function of: (a) a pre-determined level of earnings potential, and (b) designated efficiency savings goals ([D.13-09-023](#), p. 32).

The following formula derives net lifecycle goals (in units of energy savings) ([D.13-09-023](#), p. 37):

| | | | |
|-----------------------|-----------------------------------|----------------------------|-----------------------|
| Annualized Goals * | Target Effective Useful Life * | Target Net-to-Gross % = | Lifecycle |
| (in kWh, MW, MMth) | (in years) | (in %) | Net Target Goal |

Earnings rate coefficients shall be calculated as the amount that correlates incentive earnings potential for resource savings with a cap of 9 percent of the approved resource program budget for each savings type, excluding funding for administrative activities, Evaluation, Measurement and Verification, codes and standards programs, On Bill Financing Loan program budgets, Marketing Education and Outreach program budget, and the Regional Energy Network/Community Choice Aggregation programs not administered by the utilities ([D.13-09-023](#), p. 97, OP 13). The coefficient (i.e., earnings per unit of resource savings) that correlates incentive earnings with EE Net lifecycle goals is calculated based on the following formula ([D.13-09-023](#), p. 33):

$$\begin{aligned} & (\text{Total incentive earnings potential}) / (\text{Net Lifecycle units of resource savings}) \\ & = \text{Incentive Earnings Per Unit of Savings} \end{aligned}$$

Target EUL values of 12 years for electric measures and 15 years for gas measures, and a target NTG of 0.8 for both electric and gas measures shall be utilized in calculating lifecycle goals to emphasize the importance of challenging the IOUs to stretch their capabilities to reach higher standards of performance over time (D.13-09-023, p 37).

4. **Ex Ante Review Performance Scoring.** Energy Savings Performance Incentive scores for deemed and custom activities shall be weighted for the utility program administrators based on the proportion of deemed savings and custom measures in each utility's portfolio. The annual scores for deemed and custom activities be weighted by the fraction of portfolio annual net lifetime savings kWh and therm claims, as reported in the utility annual advice letter filed in September of each year. Combined electric and gas utilities would additionally weight their electric and gas net lifetime claims by the total incentives paid for gas versus electricity.⁴⁵

5. **Uncertain Measures.** For custom projects and for specific "deemed" measures with ex ante parameters that are identified as highly uncertain, CPUC Staff shall require ex post evaluations as the basis for calculating savings incentive payments. The savings award for the remaining "deemed" measures will be calculated based on the locked down ex ante parameter values, and only the claimed measure count will be subject to ex post adjustment for these measures (D.13-09-023, p. 50).

By October 31 of each year prior to the program year, CPUC Staff will identify deemed measures, in the DEER or in an IOU-submitted non-DEER workpaper, for which one or more savings parameters are sufficiently uncertain that the savings claim should be subject to ex post verification in order to be included in the incentive payment. For ESPI purposes, "sufficiently uncertain" measures are defined as those measures for which the CPUC believes the net lifetime savings of the current DEER or non-DEER savings estimate may be as much as 50 percent or more under- or over-estimated (D.13-09-023, p. 51). The resulting list is called the 'Uncertain Measure list.'

⁴⁵ D.16-08-019, p, 113, OP 19. Adopts the weighting methodology provided in the June 8, 2016 Administrative Law Judge's ruling seeking comment on Evaluation, Measurement, & Verification and Energy Savings Performance Incentive issues, p. 12.

6. **Calculating Resource Savings Incentive Awards.** Efficiency Savings and Performance Incentive awards for resource savings shall be derived as the sum of the following components that increase as a linear function up to the earnings target for each respective savings type ([D.13-09-023](#), p. 96, OP 9):

--For savings of electric consumption:

(Units of kWh Savings) * (Earnings Rate Coefficient)

--For reduction of peak electric demand

(Units of mega-watt (MW) Reductions) * (Earnings Rate Coefficient)

--For savings of natural gas consumption:

(Units of MMTherm Savings) * (Earnings Rate Coefficient)

7. **Verification of Expenditure and Claims Data.** In order to verify Codes and Standards and non-resource program expenditures for the purposes of awarding these management fees, CPUC Staff will rely upon public versions of the CPUC's Utility Audit, Finance and Compliance Branch reports. Upon completion, the CPUC's Utility, Audit, Finance and Compliance Branch shall serve on the service list in this proceeding (or its successor) a notice of availability of the public copy of its audit report detailing its review of annual expenditures for the Energy Efficiency programmatic activity of the respective program year(s) ([D.13-09-023](#), p. 98, OP 17).

To avoid data discrepancy across various submissions, the IOUs must use their final official program year tracking data as the basis for all their submissions that include data associated with that specific program year. IOUs may not make any changes to the data after the final submission, save for the following provision: if an IOU discovers any errors in the data after the final tracking data is submitted, then the IOU must update its tracking data in CEDARS and notify the Energy Efficiency Branch Program Manager; the Utility Audit, Finance and Compliance Branch Program Manager; and all parties to the active energy efficiency proceeding (i.e., Proceeding R.13-11-005 or its successor) of any such changes ([D.18-05-041](#), pp. 131-132).

8. **Resource Savings Claim and Expenditure Eligibility.** IOUs should only include savings for measures installed (the year the measure has been physically installed and became

operational to deliver savings) in the same year they are claiming incentives for.⁴⁶ IOUs should indicate the measure installation date in their data submissions.

9. **Approval of Incentive Claims.** In accordance with the schedule set forth in Attachment 6 of [D.15-10-028](#), an annual Tier 3 advice letter shall be filed for approval of incentive claims in accordance with the schedule adopted in this decision. The first annual advice letter will occur beginning in 2014, and continuing annually thereafter, to claim recovery of Efficiency Savings and Performance Incentive (ESPI) incentive elements in the following sequence ([D.13-09-023](#), pp. 95-96, OP 4):

Claims for ESPI awards covering the first program year (PY) of each cycle shall be made during the first following year (PY +1) for the following ESPI elements:

- Non-Resource program management fee
- Codes and Standards program management fee
- Ex ante performance award
- Preliminary ex ante locked down deemed measure savings award

Claims covering the first program year of each cycle shall be made in the second following year (PY +2) for the following ESPI elements:

- Custom projects
- Ex post verified deemed measure savings
- True up of preliminary ex ante lockdown award based on verified counts.

10. **Dispute Resolution of Ex Post Evaluations.** If necessary to resolve disputes over ex post results, and only after other more informal efforts at resolution have been exhausted, parties may invoke the dispute resolution process established in [D.10-04-029](#), in accordance with the process set forth in Attachment 4 of [D.13-09-023](#).⁴⁷

⁴⁶ The annual installation date based claims requirement was introduced in D.04-09-060 (at 33 and Findings of Facts 14) , clarified and reiterated in D.05-04-051 (at 55, Findings of Fact 36-42, Conclusion of Law 3, Ordering Paragraph 17), D.05-09-043 (at 84) and again in Resolution G-3510 (at 13), Resolution E-4807 (OP.10), and Resolution E-4897 (at 15-16) .

⁴⁷ D.13-09-023, p. 96, OP 9.

11. **References.** See the following attachments and references below for further information on the ESPI process.

- a. <http://www.deeresources.com/index.php/espi>
- b. <http://www.cpuc.ca.gov/General.aspx?id=4137>

IX. **Third Party Solicitation Process**

Senate Bill (SB) 350 increased reliance on pay-for performance strategies and meter based energy savings evaluation for energy efficiency programs in California. These requirements increase the reliance on third party energy efficiency program and delivery which are inherently performance based. This legislation resulted in the following:

- The CPUC adopted [D.16-08-019](#) setting a minimum target of 60 percent of the utility’s total budgeted portfolio, including administrative costs and EM&V, (up from the previously target of 20 percent) to be third-party designed and delivered by the end of 2022 via a stepped approach (see below). The rationale for this requirement reflects the CPUC’s view that the utility role should focus more on the design and management of the energy efficiency portfolio overall, and less on individual program design and implementation.

[D.16-08-019](#) emphasized that third party design and implementation should become the default for much of the portfolio, unless the utilities can justify why use of utility personnel should continue. This same decision defined third-party as a program primarily designed and presented to the utility by a third party, in addition to delivered under contract to a utility (p. 69 – 70). Specifically the Decision stated; ”A program must be proposed, designed, implemented, and delivered by non-utility personnel under contract to a utility program administrator.” This direction requires clear solicitation protocols amid a likely increase in third-party IOU program administration contracts. Solicitation efforts aim to reach the 60 percent third-party target, using the new third-party definition adopted in [D.16-08-019](#). via a phased approach ([D.18-05-041](#)) of minimum percentages of 25 percent by December 19, 2019; 40 percent by December, 31, 2020; and 60 percent by December, 31, 2022.

- In January of 2018 the CPUC adopted [D.18-01-004](#). This decision addresses the required process for third party solicitations in the context of pre-existing rolling portfolio structure for energy efficiency programs overseen by the investor-owned utility (IOU) program administrators (PAs); The CPUC adopted [D.15-10-028](#) in October of 2015, which established a “Rolling Portfolio” process for regularly reviewing and revising energy efficiency program administrators’ portfolios.

1. **Two-Stage Solicitation Process:** A two-stage process should be used unless there is a specific -schedule related- reason that a shortcut must be used where the first stage is a short request for abstract and the second stage is a full request for proposals. The first stage is the Request for Abstract (RFA) Stage. In this stage, third-party implementers would provide a short abstract summarizing their proposed program, approach, qualifications and experience, and indicative pricing. If there was a robust response, the IOUs would then issue a request for proposal (RFP) soliciting detailed offers from qualified bidder respondents. RFP responses would then be evaluated with qualitative and quantitative criteria and would also utilize inperson- interviews. The most competitive participants would then be notified that they are short-listed and would proceed to the contract negotiation phase. [D.18-01-004, p. 7](#)
2. **Scoring Solicitations:** Once participant submit their abstracts in the RFA phase described above, “[t]he IOUs would then select potentially qualified respondents following scoring and evaluation of the abstracts including the viability and usefulness of the programs proposed in the RFAs.” The RFA shortlist results are not required to be shared among PAs. Doing so may not only be impractical, but also may violate expectations of confidentiality on the part of bidders and it is not clear what benefits would override those considerations. Each PA is ultimately responsible for its own solicitation process, while as much informal communication and coordination among the PAs as possible is encouraged ([D.18-01-004, p. 48](#)). A separate scoring process will be developed and implemented in the Request for Proposal (RFP) phase of the solicitation process.

D.18-01-004 also established a stakeholder advisory groups known as a “Procurement Review Group” (PRG) comprised of Energy Division staff and eligible non-market participants to consult with the IOUs in the design of the RFP and the evaluation of bids on a quarterly basis (see Section X.2. below for more information on the PRG).

3. **Solicitation Schedule:** Implementation plans for third party programs will necessarily be developed and posted after solicitations have concluded. However, the timely and up--to-date- posting of those implementation plans as soon as practical, but no later than 60 days

after contract execution, is still required. For programs that will be bid out in later rounds of the solicitation schedule, posting of implementation plans is still required after the CPUC's decision on the business plans, to reflect programs available to customers in the interim before additional third-party solicitations are scheduled to take place.

4. **Energy Division Review of Solicitations:** Any contract that has a value of \$5 million or greater and/or a term of more than three years, must be submitted to the CPUC for approval via a Tier 2 advice letter. Contracts may be submitted in batches, at the discretion of the contracting utility. CPUC staff should ensure the contracts filed by advice letter comply with the utility's approved business plan, all CPUC decisions and direction, are not the result of a biased solicitation process, and do not thwart the intentions of successful program design, delivery, and realized savings, for some or all sectors and subsectors of customers. CPUC staff always can review any contract informally at any time, including those that do not meet the dollar or length thresholds identified above for required submittal by advice letter.

In addition to the advice letter process described above for contracts valued at \$5 million or greater and/or a term of more than 3-years, CPUC staff will also serve on the PRG utilized for general solicitation review..."Each utility will have at least one PRG, and at its discretion, may utilize more than one PRG, if the IOU prefers to tailor the PRGs for specific market segments or other purposes. The PRGs shall consist of non-financially interested- parties, representing diverse stakeholder interests, as well as CPUC staff, including ORA." [D.18-01-004, p. 35](#)

5. **Independent Evaluator's (IEs) Role in Solicitation Process:** In [D.18-01-004, p. 2, 9, 33, and 36-38](#) the CPUC requires the IOUs to utilize Independent Evaluators to support the solicitation process. More specifically, the Decision directs the IEs utilized by the utilities for these energy efficiency third party solicitations to be hired specifically for this purpose and to possess energy efficiency expertise. The role of the IEs is designed to lend arms length- expertise evaluating the fairness of the conduct and results of the solicitation process by the IOUs. In addition, IOUs should consult with Energy Division staff during the selection process and the Energy Division director should have final approval over the pool of IEs selected by each utility.

"...The IEs monitor the entire solicitation process and provide a written report at the end that is delivered formally to the CPUC as part of the contract evaluation and approval process." Because not all third party contracts will be submitted for formal approval by the CPUC, a formal IE report will accompany only those contracts required to be submitted via a

Tier 2 advice letter (i.e., those contracts valued at \$5 million or more and/or with terms of longer than three years), ([D.18-01-004, p. 37](#)).

The IEs provide recommendations on all solicitations which shall be submitted to the members of the PRGs. The IEs should also monitor the entire process from RFA design to contract execution for all solicitations and contracts, not only those required to be submitted to the CPUC for approval. For the entire solicitation process the IE will serve as a consultant to the PRGs by participating in PRG meetings and shall also provide assessments of the overall third party solicitation process and progress on at least a semi-annual basis to the CPUC via reports filed in the relevant energy efficiency rulemaking. The CPUC may, as this process progresses, see a need for a stronger IE function. The CPUC therefore reserves the right, at any point in the future, to hire an IE or multiple IEs itself, as part of our evaluation and oversight functions. ([D.18-01-004, p. 38](#))

6. **Workforce Standards:** The workforce standards are applied to non-residential HVAC and lighting projects for both existing utility programs and 3P solicitation starting July 1, 2019. These are intended as a starting point for potentially more far-reaching requirements in the future. Incentivized projects of \$3,000 for HVAC and \$2,000 for lighting will have specific criteria requirements of installation technicians⁴⁸. ([D.18-10-008, pg. 76-77](#))

With respect to third party contracts for the workforce, the utilities will propose a set of requirements for the contract among the modifiable terms with specific recommendations for each market or sector to identify the applicable workforce installer standards that would reduce the risk of lost energy savings from poor installation of energy efficiency measures including any specific skills certification requirements and/or broader occupational training and experience requirements (such as journeymen and apprenticeship requirements). [D.18-01-004, p. 40 - 41](#), in OP 9, all EE program administrators shall define "disadvantaged worker," for purposes of their

⁴⁸ Requirements of installation technician doing work onsite. For Lighting: California Advanced Lighting Controls Training Program (CALCTP) certification. For HVAC: Completed or enrolled in a California or federal accredited HVAC apprenticeship; Completed at least five years of work experience at the journey level as defined by the California Department of Industrial Relations and passed a practical and written HVAC system installation competency test and received credentialed training specific to the installation of the technology being installed; or Has a C-20 HVAC contractor license from the California State Contractor's Licensing Board.

EE portfolios and tracking metrics or indicators associated with them, as an individual that meets certain criteria⁴⁹ ([D.18-10-008, pg. 79](#)).

X. Advisory Groups

The CPUC’s approach to policy making and practicing administrative law relies on a combination of formal and informal public input that support the development of a record in an administrative proceeding.

For energy efficiency proceedings, the CPUCs continues to promote informal advisory group opportunities for obtaining stakeholder input:

1. **California Energy Efficiency (EE) Coordinating Committee (CAEECC):** In [D.15-10-026, \(p. 71 - 72\)](#) the CPUC established a statewide coordinating committee. Per this decision, “There is no need for Program Administrator (PA)-specific Program Advisory Groups (PAGs), as the PAs all deal with a similar set of issues. The focus now can be on how the PAs incorporate the ideas and concepts developed by the coordinating committee into their specific portfolios.

A single coordinating committee should facilitate greater statewide coordination and harmonization of statewide programs across PAs. As we said in [D.05-01-055](#), “we expect the PAs to ensure that statewide residential and nonresidential program offerings take advantage of best practices and avoid customer confusion by being as uniform and consistent as possible...Subcommittees should be along sector lines, not separated by PA.

- a. Scope of Work for CAEECC:
 - i. Provide input into development of business plans prior to and throughout the drafting process (see notes below re scope of input and timing);
 - ii. Provide input into development of implementation plans, again, prior to and throughout the drafting process;

⁴⁹ Disadvantaged Workforce Criteria: Total household income is below 50 percent of AMI; is a recipient of public assistance; lacks a high school diploma or GED; has history of incarceration of more than one year; is a custodial single parent; is chronically unemployed; was in the foster care system; has limited English proficiency; or lives in a high unemployment ZIP code that is in the top 25 percent of only the unemployment indicator of the CalEnviroScreen Tool.

- iii. Provide input into development of annual budget advice letters, again, prior to and throughout the drafting process; and,
- iv. Provide input into development and revision of metrics for inclusion in business plans and implementation plans as part of i and ii.
- v. Provide a clearinghouse for discussion of the scope and schedule of other stakeholder processes.

In this same decision, the CPUC acknowledged, “the Coordinating Committee will obviate the need for some current stakeholder processes. From a practical perspective, some current processes will have to give way, as stakeholders and CPUC Staff have time for only so many processes... (We) repeat here the admonition we gave in D.05-01-055: we provide general guidance and expectations for the [stakeholder] group structure, but purposefully do not specify every implementation detail.”

[D.18-05-041](#) directed the PA’s Annual Budget Advice Letter (ABAL) proposals be shared with CAEECC. Additionally, this same decision stipulated, “...the program administrators shall host a forum for stakeholder input on implementation plan development for new programs either through the California Energy Efficiency Coordinating Committee or another workshop hosted by the program administrators following the issuance of this decision.”

[D.18-10-008](#) which established EE related workforce requirements and third-party contract terms and conditions also directed the CAEECC to convene a stakeholder process, no later than July 1, 2020, to consider further application of workforce standards beyond those adopted in this decision including any additional lighting controls certification. This will allow time for consideration of experience with the standards required herein.

For more detailed information about the CAEECC including role of the PAs vs. the Coordinating Committee, Energy Division Staff participation on the Committee, sub-committee guidance, and meeting schedule / agenda development, etc. please see: [D.15-10-028](#). For more information about the CAEECC’s roll in reviewing PA Rolling Portfolio submissions please see: [D.18-05-041](#)

2. **Procurement Review Group (PRG):** In [D.02-08-071, p. 24](#), the CPUC established stakeholder advisory groups known as “Procurement Review Groups (PRGs) comprised of eligible non-market participants to consult with the IOUs in the design of the RFP and the evaluation of bids on a quarterly basis; “In order to ensure that interim procurement contracts entered into by the utilities are subject to sufficient and expedited review and pre-approval, we will require each utility

to establish a PUC-authorized “Procurement Review Group” whose members, subject to an appropriate non-disclosure agreement, would have the right to consult with and review the details of, and assess proposed contracts and provide written comments to the IOUs before they submit contract(s) to the CPUC.”

Over the years the usefulness and purpose of these stakeholder groups became questionable given the changing regulatory landscape and competition for stakeholder engagement resulted in limited stakeholders for these purposes. In [D.18-01-004, Section 3.4](#) the concept of the PRG was resurrected again, “We agree there is value in continuing the PRGs, which have existed in some form for some time. The PRGs are a useful vehicle for following the solicitation processes and providing feedback to the PAs. Continuing the PRGs balances the goals of oversight and transparency, as well as timely feedback, with the desire to have an expeditious solicitation process.”

Each utility has at least one PRG, and at its discretion, may utilize more than one PRG if the IOU prefers to tailor the PRGs for specific market segments or other purposes. The PRGs shall consist of non--financially interested- parties, representing diverse stakeholder interests, as well as CPUC staff, including ORA. In terms of the PRG’s ultimate responsibilities, we expect the PRGs to be involved at all levels in the solicitation process, including:

- Draft RFA review
- Review of RFA bids and shortlist
- Draft RFP review
- Review of RFP bid selection criteria
- RFP shortlist and selected contractor review
- Review IE evaluations of all solicitations.

[D.18-05-041](#) requires PAs to “...consult the new energy efficiency PRG and present its proposal to meet the Annual Budget Advice Letter (ABAL) review criteria in future program. For more information about PRGs including direction related to PRG composition, meeting, the PRG Handbook and meeting minutes please see:

<https://www.caecc.org/third-party-solicitation-process>

XI. Affiliate and Disclosure Rules

1. **Transactions with IOU Affiliates.** To avoid anti-competitive behavior and cross- subsidies between IOUs and their affiliates, all transactions between the IOU administrator and any implementer that is an affiliate of PG&E, SCE, SDG&E or SoCalGas are banned ([D.05-01-055](#)).
2. **Treatment of Energy Efficiency Service Providers.** The IOUs, RENs and CCAs will not provide preferential treatment to any provider of an energy efficiency service that uses energy efficiency program funds.
3. **Conflict of Interest.** Bidders for EM&V contracts, including program design evaluation and market assessment studies, shall provide full disclosure of any potential conflicts of interest, including all current non-energy efficiency related contracts with IOUs, RENs, CCAs and program implementers. Each utility should have at least one PRG, with members who are not financially interested in solicitation results and represent diverse stakeholder interests, to provide feedback during the third party solicitation process. The PRGs should be involved at all stages of the solicitation process participants should be eligible for intervenor compensation ([D.18-01-004](#), pg. 57).

XII. Process and Procedural Issues

1. **Energy Efficiency Policy Manual Disclaimer.** This Policy Manual is a summary of CPUC rules for energy efficiency. It does not supersede any CPUC Decision. IOUs, RENs and CCAs are required to meet the orders of previous CPUC decisions regardless of whether or not they are included in this policy manual. If there is any conflict between this Policy Manual and a CPUC decision, the CPUC's decision controls.
2. **Modifications to Policy Manual and Related Rules.** Energy Division will update this manual as needed based on significant changes related to Energy Efficiency policy. Due to the unknown frequency of policy changes, and potential lag time in updating this manual, interested parties are encouraged to use other sources to receive the most up to date information keeping in mind that some references to older decisions in this manual may have been superseded by more recent CPUC guidance. It is the responsibility of the reader to ensure the most recent policies, pertinent to their policy related questions, are referred to.

- 3. Complaints and Dispute Resolution.** Any program proposal for energy efficiency funding must describe a dispute resolution process to be used in dealing with complaints from end-use gas or electric consumers participating or attempting to participate in the program. In programs where the IOUs, RENs, and CCAs hold contracts with third parties, those contracts will also be required to include dispute resolution provisions.

APPENDIX A: ADOPTED FUND SHIFTING RULES

As modified by D.12-11-015, 12/22/2011 ACR (R.09-11-014), D.09-09-047, D.09-05-037, D.07-10-032, D.06-12-013, and D.05-09-043

| Fund Shifting Category | Shifts Among Budget Categories, Within Program | Shifts Among Programs, Within Category | Shifts Among Categories |
|---|---|---|--|
| Statewide Program (except ET, ME&O, and C&S) | No formal Commission review/approval required | No formal Commission review/approval required | Advice letter required for shifts >15% between statewide program categories in either direction (based on each category funding level) per annum. See rules below for shifting away from ET, ME&O, and C&S. |
| Third Party Programs (competitively bid) (See Notes Below) | No formal Commission review/approval required | No formal Commission review/approval required | Advice Letter required for shifts >15% between statewide and Third Party (competitively bid) program categories in either direction (based on total category funding level) per annum. Advice Letter is required if allocation to competitively bid programs falls below 20% of total portfolio funding. |
| Local Government and Institutional Partnerships (See Notes Below) | No formal Commission review/approval required | No formal Commission review/approval required | Advice Letter required for shifts >15% between statewide and Local Government and Institutional Partnership program categories in either direction (based on category funding level) per annum. |

Notes

- a) Any fund shifting will be shown on the quarterly fund shifting report which will be provided to the Energy Division beginning 7/1/13 (and every 90 days thereafter).

- b) No program or sub-program shall be eliminated except through the Advice Letter process.
- c) For adding new programs, except those chosen during a competitive process, an Advice Letter must be filed.
- d) “Third Party Programs” include any third-party programs that are competitively bid and count towards the percentage competitive bidding requirement. In aggregate, these programs constitute a twelfth category (in addition to the 11 statewide program categories), subject to the 15 percent fund-shifting rule requiring an Advice Letter if the amount transferred from this category is greater than 15 percent in either direction. Fund-shifting of any amount within this twelfth program category is allowed without an Advice Letter.
- e) “Local Government and Institutional Partnerships.” In aggregate, these programs constitute a thirteenth category (in addition to the 11 statewide program categories, and third-party programs), subject to the 15 percent fund-shifting rule requiring an Advice Letter if the amount transferred from this category is greater than 15 percent in either direction. Fund-shifting of any amount within this thirteenth program category is allowed without an Advice Letter.
- f) “Other Programs” include local programs and any other programs not capture in the aforementioned categories. In aggregate, these programs constitute a fourteenth category (in addition to the 11 statewide program categories, third-party programs, and local government and institutional partnerships), subject to the 15 percent fund- shifting rule requiring an Advice Letter if the amount transferred from this category is greater than 15 percent in either direction. Fund-shifting of any amount within this fourteenth program category is allowed without an Advice Letter.
- g) The 15 percent fund-shifting rule, requiring an Advice Letter if the amount transferred from this category is greater than 15 percent in either direction, is applied to the category funding level in the authorized budget adopted in the compliance filing pursuant to the most recent authorizing decision (or the decision itself, if there is no compliance filing).
- h) Utility program administrator may carryover/carryback funding during the current program cycle without triggering a review/approval process.
- i) Changes to incentive levels or modifications to program design (such as changes to customer eligibility requirements) will not trigger Energy Division or formal CPUC review. Program administrators will notify the CPUC of all incentive level changes that take place through the Program Implementation Plan Addendum process.
- j) Advice letters are subject to General Order (GO) 96B.
- k) Marketing Education & Outreach and EM&V programs are subject to overall caps adopted in D.09-09-047 OP 13. Program administrators may request fund shifting augmentations if they wish to increase budget caps. In addition, the fund shifting changes adopted in D.09-09-047 are not intended to change Rule II.2 of the Energy Efficiency Policy Manual V.5 as applied to EM&V and ME&O spending below the adopted caps, nor to change the fund shifting rules for C&S or Emerging Technologies programs.

APPENDIX B: GLOSSARY

COMMON ENERGY EFFICIENCY TERMS AND DEFINITIONS

Adopted Program Budget

The program budget as it is adopted by the CPUC. Inclusive of costs (+/-) recovered from other sources.

Advanced Technologies

Measures or processes which exceed the efficiency or thermodynamic performance of standard energy using equipment or processes.

Affiliate

Any person, corporation, utility, partnership, or other entity 5 percent or more of whose outstanding securities are owned, controlled, or held with power to vote, directly or indirectly either by an administrator or any of its subsidiaries, or by that administrator's controlling corporation and/or any of its subsidiaries as well as any company in which the administrator, its controlling corporation, or any of the administrator's affiliates exert substantial control over the operation of the company and/or indirectly have substantial financial interests in the company exercised through means other than ownership. For purposes of these Rules, "substantial control" includes, but is not limited to, the possession, directly and indirectly and whether acting alone or in conjunction with others, of the authority to direct or cause the direction of the management of policies of a company. A direct or indirect voting interest of five percent (5 percent) or more by the administrator, its subsidiaries, or its affiliates in an entity's company creates a presumption of control.

Avoided Costs

Avoided costs refers to the incremental costs avoided by the investor-owned utility when it purchases power from qualifying facilities, implements demand-side management, such as energy efficiency or demand-response programs, or other wise defers or avoids generation from existing/new utility supply-side investments or energy purchases in the market. Avoided costs also encompass the deferral or avoidance of transmission and distribution-related costs. (D.08-01-006, Footnote 2)

Baseline Data

The state of performance and/or equipment that what would have happened in the absence of the program induced energy efficiency.

California Energy Efficiency (EE) Coordinating Committee (CAEECC)

In [D.15-10-026, \(p. 71 - 72\)](#) the CPUC established a statewide coordinating committee whose role is to facilitate greater statewide coordination and harmonization of statewide EE programs across program administrators (PAs).

Coincident Peak Demand

The metered or estimated demand of a device, circuit, or building that occurs at exactly the same time as the system peak for a given year and weather condition.

Community Choice Aggregators

Organizations created by local governments pursuant to Assembly Bill 117 for the purpose of procuring power and administering energy efficiency programs on behalf of local citizens.

Competitive Solicitation

The process whereby parties are requested to submit bids offering innovative approaches to energy savings or improved program performance.

Conservation

Reduction of a customer's energy use achieved by relying on changes to the customer's behavior which may result in a lower level of end use service.

Conservation Measures

Activities and/or behaviors aimed at reducing energy consumption.

Conservation Programs

Programs which are intended to influence customer behavior as a means to reduce energy use.

Cost Effectiveness

An indicator of the relative performance or economic attractiveness of any energy efficiency investment or practice when compared to the costs of energy produced and delivered in the absence of such an investment.

Cost-Effectiveness Tool

[Avoided Cost Calculator Tool](#)

Cream Skimming

Cream skimming results in the pursuit of a limited set of the most cost-effective measures, leaving behind other cost-effective opportunities. Cream skimming becomes a problem when lost opportunities are created in the process.

Cross Subsidization

Benefits enjoyed by one group, such as a customer class, which are funded by another group.

Custom Measures/projects

Energy efficiency efforts where the customer financial incentive and the ex ante energy savings are determined using a site-specific analysis of the customer's facility (D.11-07- 030 page 31).

Customer

Any person or entity that pays an electric and/or gas bill to an IOU or CCA and that is the ultimate consumer of goods and services including energy efficiency products, services, or practices.

Cumulative Savings

As clarified in D.07-10-032, cumulative savings represent the savings in that year from all previous measure installations (and reflecting any persistence decay that has occurred since the measures were installed) plus the first-year savings of the measures installed in that program year.

Deemed Measure

A prescriptive energy efficiency measure.

Delayed Installation

Products which are claimed as installed in a specific quarter but are likely to be installed at a later date (D.11-07-030, page 21).

Dual Test

The requirement that an energy efficiency activity pass both the TRC and the PAC cost-effectiveness test.

Effective Useful Life (EUL)

An estimate of the median number of years that the measures installed under the program are still in place and operable.

Electricity Savings

Reduced electricity use (or savings) produced by either energy efficiency investments which maintain the same level of end use service or conservation actions which usually reduce energy use by reducing the quantity or quality of the baseline energy services demanded.

Emerging Technologies

New energy efficiency technologies, systems, or practices that have significant energy savings potential but have not yet achieved sufficient market share (for a variety of reasons) to be considered self sustaining or commercially viable. Emerging technologies include late stage prototypes or under-utilized but commercially available hardware, software, design tools or energy services that if implemented appropriately should result in energy savings.

Emissions Reductions

The CPUC requires annual reporting of reduced emissions of carbon dioxide (CO₂), sulfur oxides (SO_x), nitrous oxides (NO_x), and particulate matter (PM₁₀) as a result of energy efficiency savings. The IOUs use the E3 calculator to compute the annual electric and natural gas emissions reductions, which are the units implemented in the year times the annual emission reduction for a

particular measure. The E3 calculator calculates values of CO2 in tons per kWh or therms; NOx and PM10 are in pounds per kWh or therms.

The following equations are from the “E3 Calculator Tech Memo” found at the following web link:

https://www.ethree.com/wp-content/uploads/2017/02/E3_Calculator_TechMemo_6d.docx

Electric Reductions: CO2 tons per year ($Emission[E][CO2]$)

$$Emission[E][CO2]_y = \sum_{Q=1+(y-1)*4}^{y*4} (IN_{M,Q} * kWh_wtd_A_M * NTG_M * ER[CO2]_M) * IR_M * GRR_M$$

Where

- y = year of consideration. First year of program cycle = 1.
Q = Quarter of the year.
INM,Q = # of incremental of measures implemented in quarter Q.
NTGM = Net-to-Gross ratio for energy for measure M, adjusted for market effects.
ER[CO2]M = Emission rate of CO2 in tons per kWh of measure M.

NOX and PM-10 equations are the same. Just replace [CO2] with the appropriate indicator. Note that CO2 emission rate is in tons per kWh. NOX and PM-10 are in pounds per kWh.

Gas Reductions: CO2 tons per year (*Emission[G][CO2]*)

$$Emission[G][CO2]_y = \sum_{Q=1+(y-1)*4}^{y*4} (IN_{M,Q} * Th_wtd_A_M * NTG_M * ER[CO2]_{GCT}) * IR_M * GRR_M$$

Where

- y = year of consideration.
Q = Quarter of the year.
INM,Q = # of incremental of measures implemented in quarter Q.
NTGM = Net-to-Gross ratio for energy for measure M, adjusted for market effects.
ER[CO2]GCT = Emission rate of CO2 in tons per therm, based on the gas combustion type (GCT) specified on the input sheet for the measure.

NOX and PM-10 equations are the same. Just replace [CO2] with the appropriate indicator. Note that CO2 emission rate is in tons per Therm. NOX and PM-10 are in pounds per Therm.

Energy Efficiency Groupware Application (EEGA)

The IOUs post reports to the EEGA webpage, which is accessible to the public:
<http://eeга.cpuc.ca.gov>.

End Use

- 1) The purpose for which energy is used (e.g. heating, cooling, lighting).

- 2) A class of energy use that an energy efficiency program is concentrating efforts upon. Typically categorized by equipment purpose, equipment energy use intensity, and/or building type.

Energy Efficiency

Activities or programs that stimulate customers to reduce customer energy use by making investments in more efficient equipment or controls that reduce energy use while maintaining a comparable level of service as perceived by the customer.

Energy Efficiency Measure

An energy using appliance, equipment, control system, or practice whose installation or implementation results in reduced energy use (purchased from the distribution utility) while maintaining a comparable or higher level of energy service as perceived by the customer. In all cases energy efficiency measures decrease the amount of energy used to provide a specific service or to accomplish a specific amount of work (e.g., kWh per cubic foot of a refrigerator held at a specific temperature, therms per gallon of hot water at a specific temperature, etc). For the purpose of these Rules, solar-powered, non- generating technologies are eligible energy efficiency measures (D.09-12-022, OP 1).

Energy Efficiency Programs

Programs that reduce customer energy use by promoting energy efficiency investments or the adoption of conservation practices or changes in operation which maintain or increase the level of energy services provided to the customer.

Energy Efficiency Savings

The level of reduced energy use (or savings) resulting from the installation of an energy efficiency measure or the adoption of an energy efficiency practice, subject to the condition that the level of service after the investment is made is comparable to the baseline level of service. The level of service may be expressed in such ways as the volume of a refrigerator, temperature levels, production output of a manufacturing facility, or lighting level per square foot.

Evaluation, Measurement and Verification (EM&V)

Activities that evaluate, monitor, measure and verify performance or other aspects of energy efficiency programs or their market environment.

Evaluation Project Budget

The project level evaluation budget as it is defined by the program administrators or Energy Division for internal program budgeting and management purposes. Inclusive of direct and allocated overhead and costs (+/-) recovered from other sources.

Ex Ante (Forecast) Values

Estimated savings values calculated based on assumptions prior to the evaluation of the portfolio cycle. These savings reflect the IOU reported savings, which are trued up with final evaluation.

Ex Ante (Forecast) Review

The review process that occurs before savings for a measure or project savings claim is “frozen” to verify that the ex ante values used to calculate the reported savings are reasonable and based on best available information.

Financial Incentive

Financial support (e.g., rebates, low interest loans, free technical advice) provided to customers as an attempt to motivate the customers to install energy efficient measures or undertake energy efficiency projects. (See Rebate)

Free Drivers

A free driver is a non-participant who adopted a particular efficiency measure or practice as a result of a utility program. (From April 2006 EM&V Protocols)

Free riders (Free Ridership)

Program participants who would have installed the program measure or equipment in the absence of the program.

Fuel Substitution

Programs which are intended to substitute energy using equipment of one energy source with a competing energy source (e.g. switch from gas furnaces to electric resistance heating).

Funding Cycle

Period of time for which funding of energy efficiency programs have been approved by the CPUC.

Gas Savings

Reduced natural gas usage (or savings) produced by either energy efficiency investments which maintain the same level of end use service or conservation actions which can reduce energy use by reducing the quantity or quality of the baseline services provided.

Gross Savings

Gross savings count the energy savings from installed energy efficiency measures

Irrespective of whether or not those savings are from free riders, i.e., those customers who would have installed the measure(s) even without the financial incentives offered under the program. Gross savings are adjusted by a net-to-gross ratio to produce net savings, that is, to remove the savings associated with free riders.

Gross Realization Rate

Gross Realization Rate (GRR) is the ratio of achieved energy savings to predicted energy savings; as a multiplier on Unit Energy Savings, the GRR takes into account the likelihood that not all CPUC-approved projects undertaken by IOUs will come to fruition.

Hard to Reach, Residential

Those customers who do not have easy access to program information or generally do not participate in energy efficiency programs due to a language, income, housing type, geographic, or home ownership (split incentives) barrier. These barriers are defined as:

Language – Primary language spoken is other than English, and/or

Income – Those customers who fall into the moderate income level (income levels less than 400 percent of the federal poverty guidelines and/or

Housing Type – Multi-family and Mobile Home Tenants, and/or Geographic – Businesses in areas other than the San Francisco Bay Area, San

Diego area, Greater Los Angeles Area (Los Angeles, Orange, San Bernardino, Riverside and Ventura counties) or Sacramento, and/or

Home Ownership – Renters

Incremental Measure Cost

The additional cost of installing a more efficient measure calculated from the price differential between energy-efficient equipment and services and standard or baseline state. These costs include any direct or indirect incremental cost that is attributable to the energy efficiency activity. This may include design assistance, surveys, materials and labor, commissioning costs, etc.

Independent Evaluator (IE)

A consultant selected by the IOUs to serve as an independent advisor to the IOUs and the PRG members involved in overseeing the third-party solicitation process as described in [D.18-01-004, p. 2, 9, 33, and 36-38](#).

Information & Education

Information and education programs can provide a wide range of activities designed to inform or educate a customer or customer group. Generally these range from in-depth, one-on-one, on-site or centrally located classroom style instruction in topics related to energy efficiency, to programs that target information to specific types of customers, to general information provided to a wide range of customers, to short inexpensive public service announcements on FCC approved communication frequencies. Programs intended to provide customers with information regarding generic (not customer-specific) conservation and energy efficiency opportunities. For these programs, the information may be unsolicited by the customer.

Innovation Incubator

A low-cost, stand-alone program designed to grow innovative energy saving programs and processes for the larger portfolio over the long term. The incubator funds new program ideas that meet reasonable scientific scrutiny for potentially cost-effective energy savings and peak reduction.

Installation Rate

Installation Rate is the ratio of the number of verified installations of a measure divided by the number of claimed installations rebated by the utility during a claim period. Typically Installation Rates used on an ex ante basis will be based upon previous ex post evaluations.

Institutional Barriers

A type of market barrier: In this case, the internal organizational hurdles that inhibit the evaluation and or choice to take energy efficiency actions.

Least Cost/Best Fit

The procurement of cost-effective supply and demand-side resources that, regardless of ownership, meet capacity and energy deliverability requirements. Energy efficiency resources are constructed from the bottoms up approach that aggregates the demand and energy savings from various energy-saving measures and activities into applicable end-use categories such as space cooling, space heating, lighting, and refrigeration, in order to provide near- and long-term peaking, intermediate, and baseload requirements.

Levelized Cost

An estimate of the annualized cost of installing an energy efficiency measures divided by the annual energy savings. Typically calculated by multiplying the incremental cost of the measure by capital recovery factor (function of discount rate and expected useful life of the measure) and then dividing by annual energy savings.

Load Management

Programs which reduce or shift electric peak demand away from periods of high cost electricity to non-peak or lower cost time periods, with a neutral effect on or negligible increase in electric use.

Lost Opportunities

Energy efficiency measures that offer long-lived, cost-effective savings that are fleeting in nature. A lost opportunity occurs when a customer does not install an energy efficiency measure that is cost-effective at the time, but whose installation is unlikely to be cost-effective if the customer attempts to install the same measure later.

Market Effect

A market effect is a change in the structure or functioning of a market or the behavior of participants in a market that result from one or more program efforts. Typically these efforts are designed to increase in the adoption of energy-efficient products, services or practices and are causally related to market interventions. Market effects include reductions in energy consumption and/or demand in a utility's service area caused by the presence of the DSM program, beyond program related gross or net savings of participants. These effects could result from: (a) additional energy efficiency actions that program participants take outside the program as a result of having participated;

(b) changes in the array of energy-using equipment that manufacturers, dealers and contractors offer all customers as a result of program availability; and (c) changes in the energy use of non-participants

as a result of utility programs, whether direct (e.g., utility program advertising) or indirect (e.g., stocking practices such as (b) above or changes in consumer buying habits)." Participant spillover is described by (a), and non-participant spillover, by (b) and (c). Some parties refer to non-participant spillover as "free-drivers." (From EM&V Protocols, April 2006)

Market Transformation

Decision (D.)09-09-047, defines market transformation as "long-lasting, sustainable changes in the structure or functioning of a market achieved by reducing barriers to the adoption of energy efficiency measures to the point where continuation of the same publicly-funded intervention is no longer appropriate in that specific market. Market transformation includes promoting one set of efficient technologies until they are adopted into codes and standards (or otherwise adopted by the market), while also moving forward to bring the next generation of even more efficient technologies to the market."⁵⁰

Marketing, Education and Outreach (ME&O)

Communications activities designed to identify, reach and motivate potential customers to take actions to either learn more about or invest in energy efficiency opportunities.

Measures

- 1) Specific customer actions which reduce or otherwise modify energy end use patterns.
- 2) A product whose installation and operation at a customer's premises results in a reduction in the customer's on-site energy use, compared to what would have happened otherwise.

Net savings

The savings realized when free ridership is accounted for. The savings is calculated by multiplying the gross savings by the net to gross ratio.

Net to Gross Ratio

⁵⁰ D.09-09-047 at p.354, OP 10

A ratio or percentage of net program savings divided by gross or total impacts. Net to gross ratios are used to estimate and describe the free-ridership that may be occurring within energy efficiency programs.

Non-price Factors

Those factors included in cost effectiveness tests, other than commodity prices and transportation and distribution costs, e.g., environmental factors.

Non-Resource Program

Energy efficiency programs that do not directly procure energy resources that can be counted, such as marketing, outreach and education, workforce education and training, and emerging technologies.

Participant Test

The Participant Test is the measure of the quantifiable benefits and costs to the customer due to participation in a program. Since many customers do not base their decision to participate in a program entirely on quantifiable variables, this test cannot be a complete measure of the benefits and costs of a program to a customer. (See SPM link under Attachment A.)

Partnership

Coordinated efforts of a utility and a local government or other entity to use the strengths of both parties to achieve energy savings goals.

Peak Demand, Reported (per OP 1 of D.06-06-063 as modified by D.12-05-015)

The peak megawatt load reduction contained in the most recently adopted DEER used to estimate and verify peak demand savings values. The DEER method utilizes an estimated average grid level impact for a measure between 2 PM and 5 PM during a “heat wave” defined by a three consecutive weekdays for weather conditions that are expected to produce a regional grid peak event. DEER utilizes a 3-day “heat wave” that occurs on consecutive days in June through September such that the three consecutive days do not include weekends or holidays, and where the heat wave is ranked by giving equal weight to the peak temperature during the 72-hour period, the average temperature during the 72-hour period and the average temperature from noon – 6 PM over the three days.

Peak Demand-General (kW)

- 1) The maximum level of metered demand during a specified period, such as a billing month, or during a specified peak demand period.
- 2) Extremely high energy use, usually with reference to a particular time period.

Peak Savings- Coincident (kW)

The estimated peak (e.g. highest) demand savings (MW or kW) from a program for a specific time, date, and location coincident with the forecasted system peak for a given area and a given set of weather conditions. This estimate must also include consideration of the likelihood that the equipment is actually on at the time of coincident peak. Usage of this definition: Resource planning- for making adjustments to forecasts of peak usage for understanding reserve margins and reliability purposes.

Peak Savings- Daily Average (kW)

The average peak demand savings (kWh impacts/ # of hours in the peak rate period) for a given utility during their peak season. Example for SCE-Peak period is for summer weekdays from 12-6 PM. So - daily average savings would be the number of kWh saved/ # of kWhs saved for all weekday peak periods (= kWh/5 days/week * 12 weeks/ summer* 6 hours/day = kW average. Usage: Cost effectiveness analysis, primarily for valuing energy savings that occur during the peak period using “peak” average avoided costs.

Peak Savings –Non coincident (kW)

Estimated highest level of peak savings (kW or MW) for a given program during the peak time period for a given utility on the hottest day of a “normal” weather year. Thus if a group of measures saved 1MW at 2PM, 1.7 MW at 3PM, 1.6 MW at 4PM, 1.0 MW at 5 PM and 1.2 MW at 6 PM, the peak non coincident savings would be 1.7 MW. This savings estimate does not take into account how many of the affected devices or equipment will be operating during the peak time period. Usage: Cost effectiveness analysis and procurement.

Peer Review Group (PRG)

A subset of the Program Advisory Group consisting of non-financially interested members who will review utility submittals to the CPUC, assess overall portfolio plans, plans for bidding out pieces of the portfolio, and the bid evaluation criteria for selecting third-party programs.

Performance Uncertainties

A market barrier: refers to new technologies or systems whose efficiency or system performance levels are uncertain due to lack of experience.

Portfolio

All IOU and non-IOU energy efficiency programs funded by ratepayers that are implemented during a program year or cycle. May also refer to a group of programs sponsored, managed, and contracted for by a particular IOU.

Portfolio Reporting

Regularly scheduled reporting by the portfolio administrators directly to the CPUC. Metrics reported are: portfolio budgets and expenditures, measures installed, services rendered, and other program activity deemed relevant to Energy Division's responsibility to support the CPUC's responsibilities of quality assurance, policy oversight, and EM&V.

Pre-commercialization

A phase in the life of a product before it is readily available on the market.

Program

A collection of defined activities and measures that

- are carried out by the administrator and/or their subcontractors and implementers,
- target a specific market segment, customer class, a defined end use, or a defined set of market actors (e.g. designers, architects, homeowners),
- are designed to achieve specific efficiency related changes in behavior, investment practices or maintenance practice in the energy market,
- and are guided by a specific budget and implementation plan.

Program Activities

Any action taken by the program administrator or program implementer in the course of implementing the program.

Program Administrator

An entity tasked with the functions of portfolio management of energy efficiency programs and program choice.

Program Administrator Cost (PAC) Test

Under portfolio evaluation of cost effectiveness, the PAC test contains the program benefits of the TRC test, but costs are defined differently to include the costs incurred by the program administrator but not the costs incurred by the participating customer. (See the SPM link under Attachment A.)

Program Advisory Group (PAG)

Advisory groups for each utility service area composed of energy efficiency experts representing customer groups, academic organizations, environmental organizations, agency staff and trade allies in the energy market.

Program Cycle

The period of time over which a program is funded and implemented.

Program Implementation Plan

A detailed description of a program that includes program theory, planned program processes, expected program activities, program budget, projected energy savings and demand reduction and other program plan details as required by the CPUC, assigned ALJ, or Energy Division.

Program Implementers

An entity or person that puts a program or part of a program into practice based on contracts or agreements with the portfolio manager.

Program Strategy

The set of activities deployed by the program in order to achieve the program's objectives.

Program Year(s)

The calendar year(s) during which the program operates.

Ratepayer

Those customers who pay for gas or electric service under regulated rates and conditions of service.

Rebate

A financial incentive paid to the customer in order to obtain a specific act, typically the installation of energy efficiency equipment.

Remaining Useful Life (RUL)

An estimate of the median number of years that an measure being replaced under the program would remain in place and operable had the program intervention not caused the replacement.

Report Month

The month for which a particular monthly report is providing data and information. For example, the report month for a report covering the month of July 2006, but prepared and delivered later than July 2006, would be July 2006.

Resource Programs

Energy Efficiency programs that generate energy savings that are quantified and tracked by program administrators.

Resource Value

An estimate of the net value of reliable energy (e.g., kWh, therms) and capacity (e.g., kW, Mcfd) reductions resulting from an energy efficiency program. This includes the net present value of all of the costs associated with a program and all of the estimated benefits (both energy and capacity). The calculation of resource value and associated benefits should be consistent with the avoided costs adopted in the most recent CPUC proceeding or otherwise provided for by the CPUC.

Ratepayer Impact Measure (RIM) Test

The Ratepayer Impact Measure (RIM) test measures what happens to customer bills or rates due to changes in utility revenues and operating costs caused by the program. Rates will go down if the change in revenues from the program is greater than the change in utility costs. Conversely, rates or bills will go up if revenues collected after program implementation are less than the total costs

incurred by the utility in implementing the program. This test indicates the direction and magnitude of the expected change in customer bills or rate levels.

Savings Decay

The reduction of cumulative savings due to previous measure installations passing their Remaining Useful Life or Effective Useful Life. Per D.09-09-047 and until EM&V results inform better metrics, IOUs may apply a conservative deemed assumption that 50 percent of savings persist following the expiration of a given measure's life.⁵¹

Service Area

The geographical area served by a utility.

Short Term/Long Term

Planning terms referring to the timing or expected timing of program activities, program impacts, or program funding. Short term indicates program activities, program impacts, or program funding that occurs during the current program cycle. Long term indicates program activities, program impacts, or program funding that occurs beyond the current program cycle.

Source-BTU Consumption

Conversion of retail energy forms (kWh, therms) into the BTU required to generate and deliver the energy to the site. This conversion is used to compare the relative impacts of switching between fuel sources at the source or BTU level for the fuel substitution test required for fuel-substitution programs.

Standard Practice Manual (SPM)

The California Standard Practice Manual: Economic Analysis of Demand-side Programs and Projects is jointly issued by the California Public Utilities Commission and the California Energy Commission. The SPM provides the definitions for the standard cost effectiveness tests and their components used for energy efficiency programs. SPM tests are further clarified in CPUC Decisions as cited in the Cost-Effectiveness Rules in this Policy Manual.

⁵¹ D.09-09-047 at p.334

Statewide

Energy efficiency programs or activities that are essentially similar in design and available in all CPUC regulated utility service areas in California.

Third Party/Non-IOU

Non-regulated implementers of ratepayer funded energy efficiency activities.

Total Resource Cost Test (TRC)

The TRC test measures the net resource benefits from the perspective of all ratepayers by combining the net benefits of the program to participants and non-participants. The benefits are the avoided costs of the supply-side resources avoided or deferred. The TRC costs encompass the cost of the measures/equipment installed and the costs incurred by the program administrator. (See SPM link under Attachment A.)

Two-Stage Solicitation Process

A solicitation process that includes two stages; an initial Request for Abstract and a follow-up Request for Proposal phase as described in [D.18-01-004, p. 7](#)

Unit Energy Consumption

Unit Energy Consumption (UEC) is the expected annual energy consumption of a technology, group of technologies, or process.

Unit Energy Savings

Unit Energy Savings (UES) is the estimated difference in annual energy consumption between a measure, group of technologies or processes and baseline, expressed as kWh for electric technologies and therms for gas technologies

Upstream Incentives

Incentives provided to manufacturers or retailers of high efficiency products in order to encourage their production and sales, in contrast to the more common downstream incentives, which are provided directly to customers as rebates.

Workpapers

Documentation prepared by the program administrators or program implementers that documents the data, methodologies, and rationale used to develop ex-ante estimates that are not in already fully contained in the Database for Energy Efficiency Resources (DEER) (D.10-04-029, footnote page 20).

Zero Net Energy

Zero Net Energy is defined as the implementation of a combination of building energy efficiency design features and on-site clean distributed generation such that the amount of energy provided by on-site renewable energy sources is equal to the energy consumed by the building annually, at the level of a single “project” seeking development entitlements and building code permits. Definition of zero net energy at this scale enables a wider range of technologies to be considered and deployed, including district heating and cooling systems and/or small-scale renewable energy projects that serve more than one home or business. (D.07-10-032, Footnote 42.)

(END OF APPENDIX B)

APPENDIX C: Cost Categories and Related Cap and Targets

IOU shall reflect all costs associated with the delivery of their energy-efficiency programs in their filings in the energy-efficiency portfolio applications and shall note, where applicable, when the costs are recovered in other proceedings.

The CPUC has established various (hard) caps and (soft) targets as summarized in the table below:

| Budget Categories | Cap | Target |
|--|------------|---------------|
| Utility program administrative costs ⁵² | 10 % | |
| Third-party / Gov't partnership administrative costs ⁵³ | | 10 % |
| Marketing & outreach costs ⁵⁴ | | 6% |
| Direct implementation non-incentive (DINI) costs ⁵⁵ | | 20 % |
| Evaluation, measurement & verification (EM&V) costs ⁵⁶ | 4 % | |

The IOUs will forecast and report total Administrative, Marketing, Direct Implementation costs by program and subprogram in the cost categories and sub-categories. A detailed characterization of the specific types of costs that are allocated to each of these categories is provided below.

⁵² D.09-09-047, OP 13a and p. 62

⁵³ D.09-09-047 at p. 63

⁵⁴ D.09-09-047, OP 13b and at p. 73

⁵⁵ D.09-09-047 OP 13c and at p. 74; D.12-11-015 at p. 101

⁵⁶ D.12-11-015 at p. 59; D.09-09-047, COL 6

Utility Administrative Costs

Administrative costs for utility energy efficiency programs (excluding third party and/or local government partnership budgets) are limited to 10 percent of total energy efficiency budgets.

Administrative costs shall not be shifted into any other costs category.

Administrative costs are necessary to support energy efficiency programs but costs must be reasonable and limited to overhead, labor and other costs discussed below needed to implement quality programs with ratepayer funds.

All IOUs shall reflect all labor-related costs associated with the delivery of energy-efficiency programs, as defined at page 49 of D.09-09-047, in their energy-efficiency portfolio filings, and shall clearly delineate where any expenses or costs have been or will be recovered in proceedings

other than energy efficiency applications.⁵⁷ Administrative costs include the following:⁵⁸⁵⁹

Overhead (G&A Labor/Materials): administrative labor, accounting support, IT services and support, reporting databases, data request responses, CPUC financial audits, regulatory filings support and other ad-hoc support required across all programs.

Labor (Managerial & Clerical): This category includes utility labor costs related to either management or clerical positions directly related to program administration. SDG&E and SoCalGas also add payroll taxes.

Human Resource Support and Development: This includes payroll taxes, payroll support, as well as pensions.⁶⁰

⁵⁷ D.12-11-015 OP 39

⁵⁸ D.09-09-047, OP 13a and at p. 50; with additional detail from Attachment A to PG&E AL. 3065-G/3562-E

⁵⁹D.09-09-047 at 50 states that these Administrative Cost categories do not include EM&V or Marketing Outreach

⁶⁰ D.09-09-047 at p. 56 says “Attachment 5-A of the December 2008 ruling [the Allowable Costs Attachment] lists payroll tax and pensions as included in the Human resources Support Category.”

Travel and Conference fees: This includes labor, travel and fees for conferences.⁶¹ This category includes utility sponsorships for energy efficiency program-specific events or activities such as including membership-based, issue-specific trade organizations that include as a component of membership benefits entry into conferences. However, utility sponsorship fees for major national energy efficiency conferences that provide company recognition or status are prohibited as energy efficiency allowable costs. Such costs shall not be funded with energy efficiency program funding.⁶²

CPUC Division of Water and Audits allows travel costs, such as meeting with customers, can be charged to the applicable program area (i.e., to DINI or to Marketing and Outreach).

Travel costs by IOU staff should be limited, but this will be achieved via the cost targets for marketing. Travel costs to EE conferences and other activities shall be charged to administrative costs with the following exceptions:

Travel costs for DINI activities and marketing can be charged to those respective cost categories

IOU sponsorships of EE conferences (i.e. “platinum” “gold” level donations) be explicitly prohibited from inclusion in energy efficient budgets as administrative costs. IOUs may join membership-benefit issue specific (i.e. HVAC) trade organizations that include as a component of membership benefits entry into conferences. Other staff travel costs to participate in energy efficiency conferences are also allowable administrative costs.

Additional activities charged to the utility administrative cost category include:⁶³

Membership dues (i.e., trade organizations)

Reporting database (e.g., CRM, Track It Fast, Program Builder, SMART, etc.)

Facility-related costs

⁶¹ D.09-09-047 at 50

⁶²D.11-04-005 at 20, OP 2

⁶³Unless otherwise noted, these details were provided in Attachment A to PG&E AL 3065- G/3562-E (2010-12 EE portfolio compliance filing).

- Supply management function activities to ensure oversight of contractors
- Administering contractor payments for services which are non-incentive related
- Utility administrative cost associated with Local Government Partnerships & Third Party Programs
- Administrative and logistical costs related to workshops on Strategic Planning issues⁶⁴
- Utility administrative costs do not include the following:⁶⁵
 - Direct implementation (incentive costs and DINI)
 - Marketing and outreach
 - Evaluation, measurement and verification
 - Administrative costs for third party programs / government partnerships⁶⁶
 - Program-specific IT costs charged to the DINI and M&O cost categories (e.g., on-line audit tools).⁶⁷

Direct Implementation Non-Incentive (DINI) Costs

Direct implementation non-incentive (DINI) costs (excluding non-resource and other exempt programs and subprograms) are targeted at 20 percent of the total adopted energy efficiency budgets.⁶⁸

As depicted in the figure below, direct implementation non-incentive (DINI) costs are a subset of direct implementation costs. Direct implementation costs are defined as “costs associated with activities that are a direct interface with the customer or program participant or recipient (e.g., contractor receiving training).”⁶⁹ Direct implementation includes two subcategories: (a) rebate and incentive costs and (b) DINI.⁷⁰

⁶⁴ D.09-09-047, OP 14

⁶⁵ D.09-09-047 at 50, unless otherwise noted

⁶⁶ D.09-09-047 at 63

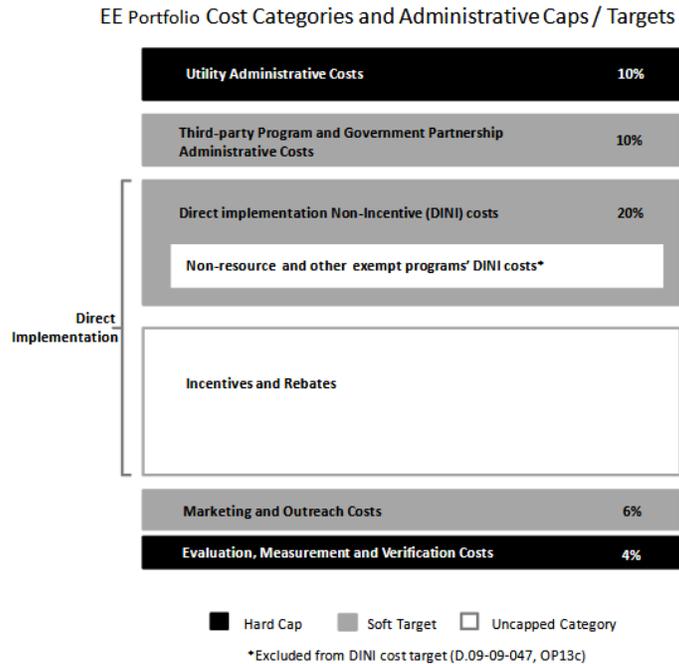
⁶⁷ Attachment A to PG&E AL 3065-G/3562-E

⁶⁸ D.09-09-047 OP 13c and at p. 74; D.12-11-015 at p. 101

⁶⁹ D.09-09-047 at p. 50

⁷⁰ D.09-09-047, Table 3, at p. 54, see notes regarding lines C1 and C2

Note: DINI costs have been referred to by the IOUs and the CPUC with various terms such as “non-resource costs,”⁷¹ “direct implementation (non-incentives and rebates),”⁷² “program delivery (non-rebates and incentives),”⁷³ and “implementation – customer services costs.”⁷⁴



Activities charged to cost category subject to the DINI target include:⁷⁵

- Employees who have a direct interface with the customer (i.e. Account Executives, Auditors, Engineers, Processors, Inspectors, call center representatives)
- Processing rebate applications
- Inspecting rebated/incentive measures
- Engineering related activities
- Measurement development
- Education and training of contractors/partners/customers

⁷¹ D.09-09-047 OP13

⁷² D.09-09-047, Table 3 at p. 54

⁷³ D.09-09-047 Tables 5, 6 and 7 at pages 75, 77, 80, respectively

⁷⁴ D.12-11-015 at p. 101

⁷⁵ Unless otherwise noted these details were provided in Attachment A to PG&E AL 3065- G/3562-E

- Project management activities (i.e. Planning Scope of Work, working with contractors and customers, setting goals, reviewing goals, reacting to market conditions, and responding to customer inquiries (i.e. calls, emails, letters)).
- Program planning, development and design
- Customer support
- Energy audits and Continuous Energy Improvement
- Market transformation and long-term strategic plan support
- Compiling and maintaining information (i.e, data, customer records) for projects
- Licensing fees or IT development cost for program specific applications for implementation (e.g., benchmarking tool or project management tool);
- Vacation and sick leave-related to direct implementation labor
- Direct-implementation specific IT costs (e.g., licensing fees or IT development cost for program-specific applications)
- Staff travel to undertake direct implementation-specific work activities (excluding conference participation)
- Program planning/design/project management and information gathering costs related to specific Strategic Plan related non-resource and resource programs⁷⁶
- Programs or subprograms that are exempt from the DINI target include:⁷⁷
- Non-resource programs or subprograms (e.g., Emerging Technologies, Workforce Education and Training, Lighting Market Transformation, Zero Net Energy pilots,
- Integrated Demand Side Management).⁷⁸
- Codes and Standards Program⁷⁹
- Financing programs, including On-Bill Financing Program⁸⁰ (excluding revolving loan amounts)

⁷⁶ D.09-09-047, OP 14

⁷⁷ See exclusion of these costs in D.09-09-47 OP 13c

⁷⁸ D.09-09-047 at p. 50

⁷⁹ D.09-09-047 Table 3, at p. 54, see notes regarding C2

⁸⁰ Ibid.

- The formula for calculating the DINI cost percentage subject to the target is as follows:

$$\frac{[\text{Total DINI cost, excluding REN and CCA programs}] - [\text{Exempt DINI program costs}]}{[\text{Total IOU budget, excluding REN and CCA programs}]}$$

Notes:

- REN and CCA programs are excluded because the IOUs do not manage and/or administer them.
- For exempt programs and subprograms, see examples above.
- Government partnership and third-party programs budgets are included in both the numerator and denominator.
- Statewide ME&O (a non-resource DINI target exempt program) budgets are included in the denominator, whether approved by separate application or not.

Marketing and Outreach Costs

Marketing and outreach costs are targeted at 6 percent of total adopted energy efficiency budgets, subject to the fund-shifting rules specified in this manual.⁸¹ This is not a hard cap, as with administrative costs, but a budget target.⁸² Activities charged to this category include:⁸³

- Preparing collateral
- Distributing collateral
- Support related to outreach events
- Participating in outreach events
- Advertising, media, newspaper, website, and magazine related marketing activities
- Local government partnership marketing and outreach related to long-term Strategic planning support
- Vacation and sick leave related to marketing labor

⁸¹ D.09-09-047, OP 13c

⁸² D.09-09-047 at p. 73

⁸³ Attachment A to PG&E AL 3065-G/3562-E

- Marketing-specific IT costs
- Staff travel to undertake marketing-specific work activities (excluding conference participation.)

Third Party Program and Government Partnership Administrative Costs:⁸⁴

The IOUs shall seek to achieve a 10 percent administrative cost target for third party and local government partnership direct costs (i.e., separate from utility costs to administer these programs).⁸⁵ The cost target is 10 percent of third party and government partnership budget, rather than 10 percent of the total energy efficiency portfolio (as with the utility administrative cost cap). The IOUs should not be permitted to unduly shift administrative cost cuts onto local government partnerships and third party implementers. Local government partnership and third party program M&O and DINI costs are subject to the 6 percent and 20 percent portfolio cost targets.⁸⁶

Evaluation Measurement and Verification

The adopted EM&V budget is 4 percent of the total portfolio budget, consistent with budgets from prior portfolios.⁸⁷ Activities charged to the EM&V budget category include:

- Staff travel to participate in Strategic Plan workshops⁸⁸
- Market, cost assessment and other studies as called for or suggested by the Strategic Plan⁸⁹
- Benefits, payroll tax, and pensions for EM&V labor.⁹⁰

⁸⁴ Attachment A to PG&E AL 3065-G/3562-E

⁸⁵ D.09-09-047 at p. 63.

⁸⁶ Attachment A to PG&E AL 3065-G/3562-E

⁸⁷ D.12-11-015 at p. 59; D.09-09-047, COL 6

⁸⁸ Attachment A to PG&E AL 3065-G/3562-E

⁸⁹ D.09-09-047, OP 14

⁹⁰ Allowable Costs Attachment, Attachment 5-A to December 2008 ACR in A.08-07-021 et al.. Also referenced in Attachment A to PG&E AL 3065-G/3562

APPENDIX D: Phase 2 Workpaper Review

Development, review and approval of Non-DEER workpapers has evolved through several decisions:

1. D.09-09-047 gave Energy Division authority to review and approve Non-DEER workpapers and required ED to develop a process for submittal, review and freezing of non-DEER measures.
2. A.08-07-021 provided a standardized review and approval process for Phase 2 Non-DEER workpapers including
 - a. Requirements for utilizing DEER values and methods in the development of Non-DEER measures
 - b. A timeline for detailed review that required CPUC staff to perform a preliminary review for additional information within 15 days and the final review within 25 days of receiving the additional review.
 - c. A requirement for consideration of the latest evaluation, measurement and verification published studies in the development of ex ante values including energy impacts, cost data, EUL/RUL and NTGR.

The following paragraphs, covering Phase 2 workpaper review are from D.12-05-015⁹¹:

- a. *If Commission Staff agrees with the parameters included in a non-DEER workpaper for a new measure provided by an IOU, Commission Staff will communicate this to the IOU via email and upload it to the Workpaper Project Area on the <http://www.deeresources.info> website, and the workpaper will become effective on that date.*
- b. *If Commission Staff disagrees with or needs more information regarding parameters included in a non-DEER workpaper, Commission Staff will recommend revised parameter values (or request additional information) within 15 days of receipt of a work paper with all necessary information provided by the utility.*

On-line Submission: Workpapers shall be submitted to <http://www.deeresources.info> at in the Workpaper Project Archive under the Current Workpaper Project Archive project tree. A single file shall be submitted for each workpaper submission. If the workpaper includes additional supporting files, all files shall be archived into a single .zip or

.7z file so that they can be submitted as a single file. The file name shall include the entity's unique ID and title of the workpaper.

If staff does not take any action on a submitted workpaper, it achieves interim approval after 25 days. Staff has 15 days to do a preliminary review of a submitted workpaper and if they require additional information or clarification, they can stop the clock until the information is provided. The clock is then reset, and the staff has 25 days to issue a disposition before a workpaper achieves interim approval.

Posting of Approved Workpapers: Workpapers are posted by the program administrators to the Workpaper Project Archive (WPA). After they are approved, they are posted to www.deeresources.net. Disputes over Staff Recommendations: Submitting entities may not agree with the final staff requirement for workpaper revisions. [D.12-05-015](#) includes a dispute resolution process to address cases where a submitting entity finds staff requirement unacceptable. If the utility finds the revised parameter values unacceptable (and/or any subsequent information exchange does not resolve the disagreements in parameter values), CPUC Staff and the IOU will hold one or more meetings to come to an agreement. If agreement on workpaper parameters is reached through this process, CPUC Staff will upload the workpaper to the Workpaper Project Area on the <http://www.deeresources.info> website and the workpaper will become effective on that date.

APPENDIX F: Rolling Portfolio Timeline

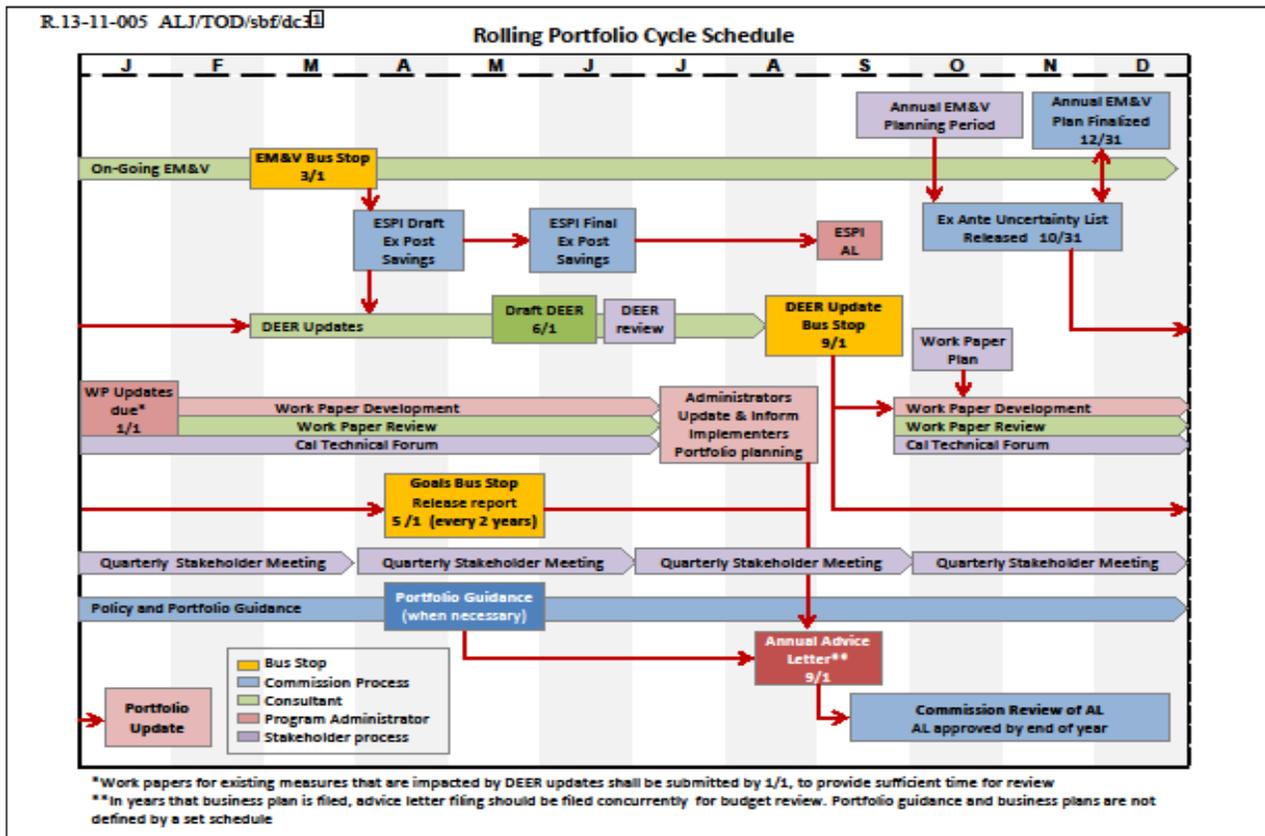


EXHIBIT G*Time & Materials Hourly Rate Schedule*

Western Riverside Council of Governments (WRCOG)

| | LOW* | HIGH** |
|------------------------|-------------|---------------|
| Executive Director | \$ 250.00 | \$ 425.00 |
| Environmental Director | \$ 200.00 | \$ 350.00 |
| Finance Director | \$ 200.00 | \$ 350.00 |
| Senior Program Manager | \$ 150.00 | \$ 200.00 |
| Program Manager | \$ 125.00 | \$ 150.00 |
| Senior Analyst | \$ 110.00 | \$ 120.00 |
| Management Analyst | \$ 100.00 | \$ 115.00 |
| Program Assistant | \$ 85.00 | \$ 100.00 |
| REN-Tern | \$ 55.00 | \$ 85.00 |

Legal Counsel - Best Best & Krieger

| | | |
|-----------|--|-----------|
| Partner | | \$ 338.00 |
| Associate | | \$ 338.00 |

Coachella Valley Association of Governments (CVAG)

| | LOW* | HIGH** |
|------------------------|-------------|---------------|
| Executive Director | \$ 250.00 | \$ 425.00 |
| Environmental Director | \$ 200.00 | \$ 350.00 |
| Senior Program Manager | \$ 150.00 | \$ 200.00 |
| Program Manager | \$ 125.00 | \$ 150.00 |
| Management Analyst | \$ 100.00 | \$ 125.00 |
| Program Assistant | \$ 85.00 | \$ 100.00 |
| REN-Tern | \$ 55.00 | \$ 85.00 |

Legal Counsel - Best Best & Krieger

| | |
|-----------|--|
| Partner | |
| Associate | |

San Bernardino Association of Governments (SANBAG)

Low rate is hourly budgeted rate and high

| | LOW* | HIGH** |
|-----------------------------|-------------|---------------|
| Executive Director | \$ 157.45 | \$ 475.50 |
| Director of Planning | \$ 99.26 | \$ 299.77 |
| Deputy Director of Planning | \$ 66.25 | \$ 200.08 |
| Chief of AQMP | \$ 80.00 | \$ 241.60 |
| COG & Equity Programs Mgr. | \$ 57.28 | \$ 172.99 |
| AQMP Management Analyst | \$ 38.89 | \$ 117.45 |
| GIS Analyst | \$ 33.70 | \$ 101.77 |
| I-REN Program Manager | \$ 48.96 | \$ 147.86 |
| I-REN Management Analyst | \$ 40.28 | \$ 121.65 |
| Chief Finance Officer | \$ 97.57 | \$ 294.66 |
| Chief of Fiscal Resources | \$ 70.43 | \$ 212.70 |
| Accounting Supervisor | \$ 44.59 | \$ 134.66 |
| Intern | \$ 16.00 | \$ 48.32 |
| In-house Legal Counsel | \$ 104.70 | \$ 316.19 |

Frontier Energy

| | |
|------------------------|-----------|
| Director | \$ 240.00 |
| Program Manager (Lead) | \$ 148.00 |
| Program Manager | \$ 128.00 |
| Program Consultant | \$ 128.00 |
| Program Assistant | \$ 128.00 |

BluePoint Planning

| | |
|-----------------|-----------|
| Director | \$ 175.00 |
| Program Manager | \$ 120.00 |

*LOW - Estimated actual hourly rate

**HIGH - Estimated fully-burdened rate

PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298



**Western Riverside Council Of Governments
ELC (Corp ID 246)
Status of Advice Letter 1E/1G
As of March 1, 2022**

Subject: Inland Regional Energy Network, Southern California Edison, SoCalGas, and Southern California Regional Energy Network 2022 Joint Cooperation Memo

Division Assigned: Energy

Date Filed: 01-21-2022

Date to Calendar: 01-26-2022

Authorizing Documents: D1805041

Authorizing Documents: D2111013

| | |
|------------------------|-------------------|
| Disposition: | Accepted |
| Effective Date: | 02-28-2022 |

Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

edtariffunit@cpuc.ca.gov

AL Certificate Contact Information:

Casey Dailey

951-405-6720

cdailey@wrcog.us

PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298



To: Energy Company Filing Advice Letter

From: Energy Division PAL Coordinator

Subject: Your Advice Letter Filing

The Energy Division of the California Public Utilities Commission has processed your recent Advice Letter (AL) filing and is returning an AL status certificate for your records.

The AL status certificate indicates:

- Advice Letter Number
- Name of Filer
- CPUC Corporate ID number of Filer
- Subject of Filing
- Date Filed
- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)
- Effective Date of Filing
- Other Miscellaneous Information (e.g., Resolution, if applicable, etc.)

The Energy Division has made no changes to your copy of the Advice Letter Filing; please review your Advice Letter Filing with the information contained in the AL status certificate, and update your Advice Letter and tariff records accordingly.

All inquiries to the California Public Utilities Commission on the status of your Advice Letter Filing will be answered by Energy Division staff based on the information contained in the Energy Division's PAL database from which the AL status certificate is generated. If you have any questions on this matter please contact the:

Energy Division's Tariff Unit by e-mail to
edtariffunit@cpuc.ca.gov

Attachment A

Inland Regional Energy Network, Southern California Edison, SoCalGas[®], and Southern California Regional Energy Network

2022 Joint Cooperation Memo

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I. SUMMARY OF I-REN, SOCALREN, SCE, AND SOCALGAS PORTFOLIO COORDINATION

D.18-05-041 and D.21-11-013 require Program Administrators (PAs) to submit a joint cooperation memorandum (JCM) between Energy Efficiency (EE) PAs with overlapping service areas. Specifically, the directive states: “We will require the PAs (RENs, IOUs, and CCAs) to develop a joint cooperation memo to demonstrate how they will avoid or minimize duplication for programs that address a common sector (e.g., residential or commercial) but pursue different activities, pilots that are intended to test new or different delivery models for scalability, and/or programs that otherwise exhibit a high likelihood of overlap or duplication and are not targeted at hard-to-reach customers. For such programs, each PA must explicitly identify and discuss how its activities are complementary and not duplicative of other PAs’ planned activities.”¹

The I-REN, SoCalREN, SCE, and SoCalGas’ (hereinafter referred to as the “Joint PAs”) 2022 portfolio will focus on collaboration with respect to the Joint PAs’ overlapping territories, as I-REN begins to contract implementers and launch its first ratepayer-funded energy efficiency programs as a new PA. As part of the Joint PAs’ focused transition to performance-based and comparatively cost-effective and cost-efficient 2022 portfolios, the Joint PAs will be deepening collaboration to ensure that their respective overlapping regional programs do not result in unnecessary duplication or cause customer confusion. PAs can derive additional value by providing information and referrals to programs across all program implementers, including those outside each other’s implementation focus.

¹ See D.18-05-041, p. 97

In addition, the Joint PAs will use 2022 to continue to conduct ongoing performance assessments, introduce program administrative and implementation adjustments to reduce costs and increase energy savings, and optimize performance of all their portfolios.

Details on how each of the Joint PAs' overlapping sector programs will collaborate between each PA, as necessary to comply with the Commission's directives, are provided below in the following section.

II. SUMMARY OF I-REN BUSINESS PLAN SECTORS

A. PUBLIC SECTOR

I-REN's public sector offerings will serve the members of the three Councils of Government (COGs) represented in I-REN, including the Coachella Valley Association of Governments (CVAG), San Bernardino Associated Governments (SANBAG), Western Riverside Council of Governments (WRCOG), and the cities, school districts, water districts, special districts, and tribal communities they represent. These regional programs will target, but not be limited to, upgrades to existing public buildings and facilities with high energy use and older equipment. While the offerings will consider all public building types, there will be a focus on community-serving buildings such as community centers, libraries, senior centers, schools, and fire and police buildings. Through energy efficiency projects in these facilities, I-REN can provide benefits that will flow to disadvantaged, low income, and other vulnerable communities. The I-REN programs will be multi-beneficial in nature, layering energy efficiency strategies with greenhouse gas reductions, community resilience and climate adaptation measures.

I-REN's local governments have limited capacity to complete energy upgrades and are challenged to maintain and upgrade these facilities due to lack of funding for capital

improvements, a lack of awareness related to energy efficiency and other energy efficiency program opportunities, limited time and staff resources, along with conflicting priorities. Further, State mandates such as building energy benchmarking (AB 802) requirements, energy code compliance, and climate adaptation planning are additional unfunded regulations and requirements on local governments and are difficult to meet given competing priorities. These challenges are exacerbated now due to the COVID-19 pandemic, the associated economic downturn and increased pressure on local government agencies to respond to a variety of issues.

To address these challenges, I-REN will leverage its existing public sector partnerships and networks across the region to offer technical assistance, implement resource program options, and improve access to financing. Implementing these initiatives will further I-REN's goals of encouraging resilience and continuous capacity building for local governments, thereby strengthening their ability to serve their community through energy efficiency projects in their own facilities, while also saving on building operations costs and contributing to local and statewide goals for energy savings, climate resilience, and greenhouse gas emissions reduction.

1. Summary of I-REN's Public Sector Program Objectives

- a. Local governments have support and resources to develop and implement their strategic energy plans and energy efficiency projects.
- b. Help local governments afford and finance a range of energy efficiency upgrades through innovative financing options.

B. CODES AND STANDARDS SECTOR

I-REN is proposing a dynamic and targeted set of offerings for the Codes and Standards (C&S) Sector to assist its local government agencies in better understanding and enforcing

energy building codes. The I-REN's Codes and Standards program (IREN-CS-001) will consist of two components: training and education, and technical support. In addition, I-REN will support the region's building industry to better conform to and implement these codes. This could include but is not limited to identifying gaps in training and education and code compliance, supporting enforcement, and working with the Statewide IOU C&S Compliance Improvement Team to ensure that statewide, CEC-vetted, consistent support is provided to their constituents. I-REN may also offer outreach for compliance support to non-electric IOU areas served by SoCalGas that include the City of Riverside and the Imperial Irrigation District (IID) service area. Should I-REN serve areas that are served by a single IOU, I-REN will coordinate with SoCalGas as the fiscal and contracting agent. Compliance with California Energy Code (Title 24, Part 6) and California Green Building Standards Code (Title 24, Part 11) is required for new construction of, and additions and alterations to, residential and nonresidential buildings.

The authorities having jurisdiction or "AHJs" that provide permits for these projects and enforce codes and standards are found at the city and county level and are expected to enforce the California Energy Code without additional state budget resources. Increased contractor compliance with the Energy Code, particularly related to residential HVAC, is identified as an important strategy to increase energy efficiency and home safety. The CEC has established a goal to increase compliance by 80% by 2021.²

Energy code enforcement has historically been difficult for local jurisdictions, particularly smaller communities with fewer resources. Conflicting priorities and a focus on life

² California Energy Commission, "2019 California Energy Efficiency Action Plan," December 2019, page 40.

and safety codes relegates energy code to a secondary (or tertiary) position. I-REN's service territory includes many AHJs that face significant challenges in enforcing energy codes and standards with their current resources and capacity. These jurisdictions are small in population size, geographically dispersed, challenged by extreme climate conditions, and disadvantaged by pollution and other factors. I-REN has significant opportunity to support compliance and enforcement, to ensure building department knowledge, awareness, and realization of energy-savings measures.

As an organization led by and dedicated to serving local governments, I-REN can provide flexible and adaptable solutions to help bridge the gap and assist local jurisdictions, including but not limited to jurisdictions outside of IOU service areas . I-REN's C&S initiatives will offer locally focused training, education, and tools to support codes and standards implementation, gap filling, code enforcement, and compliance activities. Locally-focused training and educational resources will be informed by and targeted specifically to address the needs of jurisdictions in the region, which will be identified during activities related to Tactic 3.3.1: Identify and address the areas of greatest need for improved code compliance, in collaboration with local governments and the building industry, as described in I-REN's Business Plan³ approved in D.21-11-013. To ensure statewide consistency in compliance improvement support I-REN will coordinate and collaborate with the IOU C&S team.

³ Motion of the Western Riverside Council of Governments on Behalf of the Inland Regional Energy Network (I-REN), for Approval of its Energy Efficiency Rolling Portfolio Business Plan and Budget, p. 3.20.

1. Summary of I-REN's Codes and Standards Program Objectives

- a) Improve the understanding of energy efficiency and fuel substitution codes and standards among local building departments and the building industry to increase implementation and compliance.
- b) Make code compliance a valuable element of the region's energy efficiency and decarbonization goal attainment with engagement regionwide.
- c) Deliver locally informed resources and tools that streamline code compliance and enforcement and increase permit closeout.

C. WORKFORCE EDUCATION AND TRAINING SECTOR

The I-REN's Workforce Education and Training program (IREN-WET-001) will consist of two components: training and education, and workforce development. Workforce Education and Training (WE&T) initiatives may now be more important than ever due to the COVID-19 pandemic the U.S. faced for the majority of 2020 and continued to face throughout 2021. As a locally-focused and locally-led advocate for economic development in the Inland Empire, I-REN is distinct in its ability to respond to this crisis and help support the region's recovery. The COGs that make up I-REN's governing agencies have direct connections to local governments and community stakeholders to make this effort as effective as possible.

Agility and collaboration will be required to mount a response to the economic devastation caused by the pandemic. I-REN, as a consortium of San Bernardino and Riverside government representatives, can effectively link to local needs, workforce providers, and employers to create a more robust environment for job creation and skills development. Employment and training are issues that have specific opportunities and challenges that need to

be addressed by those who are in the area and connected directly to the range of potential actors. This is also a long-term need that will require relationship building and trust building with underserved communities, and the existing providers.

I-REN will serve as a vital link between workforce skills and training providers such as community colleges and employers to build a more robust market and increase the number of skilled EE contractors in the Inland Empire. These activities will promote job market recovery and progress toward statewide goals regarding energy efficiency, air quality, and support for hard-to-reach (HTR), underserved, rural, tribal, and disadvantaged communities (DACs). Both Senate Bill (SB) 350 and SB 535 prioritize these communities for initiatives to improve air quality, increase energy efficiency, and address economic conditions. SB 350 emphasizes workforce development and increased project penetration in underserved communities.⁴ I-REN has an opportunity to support these goals through its WE&T initiatives.

1. Summary of I-REN’s Workforce and Education Sector Program Objectives

- a. Create a robust local network of training programs that increase capacity, knowledge, and awareness of energy efficiency as a valuable component of the building industry.
- b. Increase the number of skilled energy efficiency workers in the region.

⁴ California Senate Bill 350, Sec. 8.25943.a.1;.c.7-8.

III. SUMMARY OF I-REN PORTFOLIO OF PROGRAMS OFFERED FOR 2022 AND COMPARABLE PARTNER PROGRAM ADMINISTRATORS 2022 PROGRAMS

A. PUBLIC SECTOR—TECHNICAL ASSISTANCE AND STRATEGIC ENERGY PLANNING – IREN-PUBL-001

I-REN’s Public Sector Technical Assistance and Strategic Energy Planning Program will provide short-term and mid-term technical support for local governments, special districts, school districts, and tribes to increase energy efficiency in publicly-owned facilities. The program will provide additional support and technical services to design high performing, energy efficient buildings.

The program will implement a strategy of developing a regional Building Upgrade Concierge (BUC) for local governments, special districts, and tribal communities with technical guidance and tools to inform and enable priority energy improvements. I-REN will provide person-to-person support for local governments to get higher levels of assistance and support for their energy efficiency projects, through concierge-style support to help fill gaps in staff capacity and resources at these local government jurisdictions.

I-REN’s technical assistance support will build local government’s capacity to tackle complex projects, from helping with benchmarking to navigating options and approaches for maximizing their investments and energy savings. I-REN will offer person-to-person support to help these local governments in making efficient equipment purchases and to implement energy efficiency projects. Resulting energy bill savings will benefit local governments and contribute to both local and statewide goals for energy efficiency and greenhouse gas reduction.

I-REN will also develop or enhance strategic energy plans to connect local government goals related to climate, resilience, and economic development to energy efficiency programs and adoption. Through this tactic I-REN will assess the current state of strategic energy planning and provide technical assistance to begin the process or help move the process forward, working in collaboration with jurisdiction stakeholders.

In addition, I-REN will create resources for the public sector to tap into EE and distributed energy resources programs offered by other providers and IOUs, acting as a clearinghouse for information about energy efficiency programs available in the region for the public sector, and will create and promote tools and resources to increase energy efficiency program participation among their constituents.

1. Summary of I-REN’s Technical Assistance and Strategic Energy Planning Program Objectives

- a) Local governments have support and resources to develop and implement their strategic energy plans and energy efficiency projects.

2. Summary of Program Differentiation

The following table provides a summary of the PAs’ respective Technical Assistance and Strategic Energy Planning programs.

Table 1: I-REN, SoCalREN, SCE, and SoCalGas Technical Assistance and Strategic Energy Planning Program Summary

| Program Parameters | I-REN | SoCalREN | SCE Local Public Third-Party Program | SoCalGas |
|--------------------------|---|--|--|---|
| Target Audience(s) | <ul style="list-style-type: none"> Counties of Riverside and San Bernardino Cities, school districts, water districts, special districts, tribal communities Disadvantaged, low income, other vulnerable communities Community centers, libraries, senior centers, schools, fire and police buildings Educational institutions | All eligible Public Agencies served by SCE and/or SCG including: Cities, counties, tribes, K-12 schools, local governments, hospitals and hospital districts, water districts, wastewater districts, sanitation districts, ports, airports, and other special districts. | The program design for SCE’s Local Public Sector Third-Party Program is not yet available. The Advice Letter (AL) for SCE’s Local Public Sector Third-Party Program is being submitted in Q1 2022, and is pending review and approval from the CPUC. Program design will be available upon approval of the AL. | Eligible Public Sector customers which include cities, counties, public agencies, special districts (public water districts, health districts, waste treatment/water districts, etc.), K-12 school districts, High Education (UC/CSU, Community Colleges) and federal entities (federal agencies, US military facilities and Indian tribes) DAC/HTR Communities, Low income communities |
| Resource or Non-Resource | Non-resource | Non-resource | Resource | Resource and non-resource |
| Eligible Measures | n/a | n/a | TBD | Deemed and custom measures |
| 2022 Budget | \$3,102,902 | \$12,240,078* | \$5,181,133* | \$8,278,856 * |

* SoCalREN, SCE and SoCalGas 2022 budgets provided herein are estimates merely for reference only. The final budgets are subject to Commission approval of 2022-23 BBAL Advice Letter.

I-REN will offer person-to-person concierge technical support services to serve the needs of public sector customers in its territory, including but not limited to strategic energy planning

and procurement and project management assistance. I-REN will focus on underserved local governments including tribal communities with targeted non-resource efforts to drive participation to IOU programs and use information technology to help improve public sector customers’ and local governments’ access to energy efficiency opportunities. While the program will be open to all public building types, there will be a focus on community-serving buildings such as community centers, libraries, senior centers, schools, and fire and police buildings. I-REN will leverage its existing public sector partnerships and networks across the region to deliver personalized services through this program. Location of services in Riverside and San Bernardino counties, especially in underserved jurisdictions, and a more localized focus will differentiate I-REN’s program from other comparable offerings.

The following table compares the key program parameters of PAs’ public sector technical assistance and strategic energy planning programs.

Table 2: Technical Assistance and Strategic Energy Planning Program Comparison

| Program Parameters | I-REN | SoCalREN | SCE | SoCalGas |
|--|--|--|--|---|
| Types of Public Agencies Served | <ul style="list-style-type: none"> Members of the I-REN COGs, counties, cities, school districts, water districts, special districts, and tribal communities Hard-to-reach, disadvantaged, low income, and other vulnerable communities Public sector facilities, community centers, libraries, | All eligible Public Agencies including but not limited to: <ul style="list-style-type: none"> Cities Counties Water/wastewater Districts K-12 schools Special Districts Tribes | <ul style="list-style-type: none"> Local Governments Federal Government Special Districts Tribal Governments (non-residential only) Public and Private Education limited to: <ul style="list-style-type: none"> K-12 schools, both public and private | <ul style="list-style-type: none"> All eligible Public Agencies that include cities, counties, various public agencies, special districts, K-12 schools, CA State agencies and high-ed institutions (by SW Programs); federal agencies and Indian tribes DAC/HTR Communities, Low-income customers/communities (by SoCalGas’ Low Income Programs) |

| Program Parameters | I-REN | SoCalREN | SCE | SoCalGas |
|------------------------|---|--|---|---|
| | senior centers, schools, and fire and police buildings <ul style="list-style-type: none"> Educational institutions | | universities, colleges, and trade schools | |
| Resource/ Non-resource | Non-resource | Non-resource | Resource | Resource and non-Resource |
| Procurement Assistance | Support public agency staff in navigating procurement and approval process | Procurement and project delivery option analysis; Access and extensive support to both customized and turnkey procurement approaches for energy projects; Proposal and bid analysis; Development of contractor scope of work with performance specifications; Contractor cost estimate review. | TBD | |
| Technical Assistance | Strategic energy planning; benchmarking; technical support to assess project options; | Customized technical engineering support from project identification to completion, including investment grade audits to identify all energy saving opportunities, technical performance specifications and | TBD | Technical assistance for EE opportunities and EE project scoping and development; Benchmarking support; Engineering support |

| Program Parameters | I-REN | SoCalREN | SCE | SoCalGas |
|---|--|---|--|---|
| | | provide construction management support. | | |
| Financial Support | Provide information on I-REN financing options and other PA offerings | Financial Analysis for projects to compare different financing options; Support with financing and incentive applications and process; Assistance with non-ratepayer funded financing; Access to financial advisory services. | On-Bill Financing | Support for financing and incentive application through account representatives or 3P Implementers; OBF zero-interest financing; SW Financing offerings |
| Access to Energy Data | Benchmarking and energy modeling support | Access to on-demand energy data and customized reports to communicate data; Benchmarking support including AB 802 compliance; Detailed facility TOU load profiles and insights. | Energy Data Request Program (EDRP); Green Button Connect My Data; CEC Building Benchmarking (Energy Star Portfolio Manager) support; Energy Atlas/CATALENA | Agency usage-level data on request; Aggregated community data on request (EDRP); Energy Star PM support; Energy Atlas/CATALENA (under development); Automated electronic bill data delivery via secure file transfer protocol |
| Energy Project Expertise to Implement Projects | Support public agency decisionmakers and staff with concierge-style project management support | Provides support at each stage to each participating agency through an assigned Project Manager along with access to engineering and construction support. | TBD | Technical support for EE projects; 3P Resource Program delivery; 3P Direct Install; Program management support to coordinate technical assistance, leverage available 3P program resources and |

| Program Parameters | I-REN | SoCalREN | SCE | SoCalGas |
|---|---|--|-----|--|
| | | | | engineering services |
| Community Marketing/Outreach | <ul style="list-style-type: none"> • Outreach to local jurisdictions and agencies to educate them about the program offerings • Create regionally-focused resources on public sector opportunities • Collaborate with local governments, tribes, and special districts to design and deliver messaging to the community to promote local leadership in energy efficiency | <p>Development and sharing of tools and resources to promote regional and local energy action.</p> <p>Customized support to engage community stakeholders and inspire regional and local energy action; Leverages Regional Partner channels to deliver customized marketing materials adapted to unique community needs.</p> | TBD | <p>Regional Energy Pathways to provide focused outreach and support for all Public Agencies</p> <p>Customized marketing support to engage communities and educate on other EE offerings that includes leveraging Core Program and 3P Program resources</p> <p>3P programs tailored to Public Sector</p> <p>Funneling SoCalGas Core and 3P program offerings to Public Agencies and the communities served under the jurisdiction</p> |
| Sharing of Best Practices for Sustainability Efforts | <ul style="list-style-type: none"> • Convene stakeholders for strategic energy planning • Create local case studies to showcase achievements in the region • Create, distribute and promote regionally-focused tools and resources through e-communicators, social media, | <p>Sub-regional peer-to-peer workshops, Energy Manager Working Groups, and trainings on relevant topics; Access to shared online resources and learning communities; Regular communication and coordination among Regional Partners and Advisory Committee</p> | TBD | <p>Regular communication with customers and engagement in regional events, support and coordinate with 3P programs</p> |

| Program Parameters | I-REN | SoCalREN | SCE | SoCalGas |
|--------------------|-------------------------------|---|-----|----------|
| | web, and at in-person events. | members to share activities and best practices. | | |

3. Comparable SoCalREN Program – Public Agency Energy Efficiency Project Delivery Program (EE PDP)

The SoCalREN Public Agency Energy Efficiency Project Delivery Program (EE PDP) is a program that offers services to identify and complete public sector projects that are customized to meet the unique needs of each agency. The Program provides objective, third-party expertise from project start-to-finish to help agencies implement the best measures to maximize energy cost savings. The SoCalREN Public Agency EE PDP is a market support program that channels projects through utility core and third-party programs as well as SoCalREN resource programs (Metered Savings Program and Streamlined Savings Pathway). In addition, SoCalREN’s EE PDP assists in the development and sharing of tools and resources through a peer-to-peer network to inspire local energy action.

Services include:

- Energy portfolio analyses and benchmarking support that help identify potential opportunities
- Start-to-finish project management support
- Facility and equipment energy audits

- Exterior lighting, interior lighting, mechanical, and envelope retrofit technical expertise
- Water and wastewater pumping and process optimization retrofits and other measures
- Retro-commissioning support
- Project financing analysis
- Development of contractor scope of work elements with EE performance specifications
- Access to competitively bid specialty contractors
- Construction management support
- Project close-out support and training
- Access to EE tools, resources & peer-to-peer learning opportunities
- Customized support to celebrate project success
- Support in access to financing, including EE financing and grant application services
- Assistance with utility incentive and rebate processing
- Application support for various grant and financing programs including but not limited to: CEC Energy Conservation Assistance Act Loan, SoCalREN's Revolving Savings Fund, CEC CalSHAPE program etc.

4. Comparable SCE Program – Local Public Sector 3P Solicitation – SCE-13-TP-029

The program design for SCE’s Local Public Sector Third-Party Program currently under solicitation and is not yet available. However, SCE will be submitting an Advice Letter with program details in Q1 2022. This new third-party program will replace SCE’s legacy local public sector programs.

5. Comparable SoCalGas Program – Regional Energy Pathways – SCG3912

Regional Energy Pathways is a transition from the previous Local Government Partnership (LGP) model. The Regional Energy Pathways builds on the experience and successes of LGP to further the progress in Public Sector and expand a greater reach to all Public Sector customers. The Regional Pathways will deploy more flexible and efficient approaches to engage with all public sector customers in providing valuable programs and services to all public sector customers. Regional Pathways will have assigned Program Manager for each region to maintain and expand valuable relationships with public agencies. This program is committed to providing ongoing outreach and collaboration with public sector customers as trusted resources and reliable partner. Public Sector customers will continue to be served through various Third-Party Programs as well as SoCalGas’ Core Programs.

SCG3846 PUB – Small/Medium Public Sector 3P Program

SoCalGas Small/Medium Public Sector 3P Program is a Third-Party program. The 3P program provides a turnkey end-to-end solution for SoCalGas to serve small and medium Public Sector customers. The program provides direct install measures to small and medium Public Sector customers.

SCG3899 PUB – Large Public Sector 3P Program

SoCalGas Large Public Sector 3P Program is a Third Party program currently under solicitation process.

6. Coordination Protocol Between Programs

As a new PA, I-REN has not yet contracted with implementers. Within 60 days of implementer(s) being contracted for the relevant programs, the Joint PAs will reconvene to plan coordination activities. The Joint PAs will coordinate as new and launching programs are contracted and designed in order to minimize duplication of efforts. Technical assistance will be a key area of focus for coordination among the Joint PAs. Additionally, new market support and equity programs might also provide similar services, which must also be closely coordinated.

To address marketing confusion among implementers (both IOU and third-party) the Joint PAs will establish a protocol for program coordination to occur at the COG level. I-REN will invite implementers of Joint PA programs to present to COG audiences to inform and build awareness among members of EE programs. Historically, COGs have served as conveners to IOU programs. I-REN will seek opportunities to leverage existing implementer relationships and be a convener of services for COG members. Not only would this develop potential leads, but it would also bring the best solutions to the customer.

7. Coordination Between Statewide Program(s)

As a new PA, I-REN has not yet contracted with implementers. Within 60 days of implementer(s) being contracted for the relevant programs, the Joint PAs will reconvene to plan coordination activities. The Joint PAs will continue to participate in Energy Division-led Peer Coordination Groups (PCGs). The statewide PCGs enable collaborative statewide discussions regarding all programs across all PAs throughout the state, not just those in Southern California.

Coordination with statewide programs could include but not necessarily be limited to the following:

SCE_SW_IP_Colleges – SW Higher Education Program (UC, CSU, CCC)

The Statewide Higher Education Program, also known as the UC/CSU/CCC Program, is a resource program that will serve the statewide Public Higher Education Institutions such as University of California, California State University, and California Community Colleges energy efficiency needs. The three customer segments being served will be the University of California, California State Universities and California Community Colleges. The objective for this program is to have the third party offer innovative and cost-effective EE opportunities to the three customer segments listed above. This program is scheduled to launch Q3 2022.

SCE_SW_UL – Statewide Lighting Energy Efficiency Program

The California Statewide Lighting Program serves all eligible electric customers in the participating IOUs' service territories –SCE, SDG&E, and PG&E. The objective of the program is to promote the sale and installation of high efficiency lighting products through midstream (distributor) channels. The Implementation Contactor, TRC Solutions, will achieve the program's objectives through implementation of a cost-effective midstream program for the non-Residential, Commercial & Industrial market throughout the IOUs' territories.

SCE_SW_WP – Statewide Water/Wastewater Pumping Energy Efficiency Program

SCE, on behalf of itself, PG&E, SDG&E, and SCG, as the statewide lead will administer the Statewide Water/Wastewater Pumping Efficiency program through a third-party designed and delivered program. The program targets water extraction, distribution and treatment, waste

water treatment and oil and gas clear water pumping throughout each of the IOU's service territories and comply with the CPUC-established energy efficiency policies within this Solicitation's requirements, as listed in Article 3 of these Solicitation Instructions.

SCG_SW_IP_Colleges PUB-SW-Institutional Partnership: UC/CSU/CCC

The SW Institutional Partnership for UC/CSU/CCC is a SW Third Party program currently under solicitation process. The existing SW UC/CSU/CCC Partnership will continue until the SW Third Party Program launches in later part of 2022.

The University of California/ California State University/ Investor Owned Utility (UC/CSU/IOU) Energy Efficiency Partnership is a statewide program which includes California's four IOU's, PG&E, SCE, Southern California Gas Company (SCG), and SDG&E, as well as the continuation of LA Department of Water and Power (LADWP), in partnership with the UC and CSU. The program generates energy savings through the identification and implementation of energy efficiency projects and through training and education to support those projects. The Partnership consists of three main project types: retrofit, commissioning and new construction.

The California Community Colleges/Investor Owned Utility (CCC/IOU) Energy Efficiency Partnership is a unique, statewide program to achieve immediate and long-term energy savings and peak demand reduction within California's higher education system. The statewide incentive funding for the 2019 program year was utilized to maintain the Partnership program processes and framework established in previous program cycles for sustainable, comprehensive energy management at campuses served by California's four Investor Owned Utilities.

SCG_SW_IP_Gov PUB-SW-Institutional Partnership: DGS & DOC

The SW Institutional Partnership for DGS & DOC is a SW Third Party Program that targets CA State agencies. This new SW Third Party program is administered by PG&E, and is designed and implemented by AESC with support from partners serves state-owned buildings in PG&E, SCE, SoCalGas, and SDG&E service areas which include I-REN service area. The program runs through October 2026. The goal of the program is to help California State Agencies (excluding higher education) reach their Greenhouse Gas (GHG) emission reductions goals while driving towards Zero Net Energy through EE and IDSM project planning, technical support, and financial assistance.

SCG_SW_MCWH SW Midstream Water Heating

SoCalGas SW Midstream Water Heating Program is a SW Third Party program that helps business owners and building managers purchase high-efficiency commercial water heating products at reduced prices and contractors build lower-cost equipment into their bids. Distributors can receive incentives and program support for offering instant point-of-sale rebates to eligible commercial customers of SoCalGas®, Pacific Gas and Electric Company (PG&E®), Southern California Edison (SCE®) or San Diego Gas & Electric (SDG&E®). This program also serves public sector customers for the eligible water heating products.

SCG_SW_FS SW Point-of-Sale Food Service

SoCalGas SW Food Service Program is a SW Third Party program that provides instant rebates for qualifying energy efficient food service equipment through participating dealers. This program also serves public sector customers.

8. Compliance

The following table describes in further detail how I-REN’s Public Sector Technical Assistance and Strategic Energy Planning Program satisfies the REN criteria in D.12-11-0115.

Table 3: I-REN’s 2022 Public Sector Technical Assistance and Strategic Energy Planning Program Compliance with D.12-11-015

| REN Criteria | I-REN Public Sector Technical Assistance and Strategic Energy Planning Program – IREN-PUBL-001 |
|--|--|
| 1. Activities IOU cannot or does not intend to undertake | <ul style="list-style-type: none"> • Building Upgrade Concierge with personalized end-to-end technical assistance, procurement and project management support, capacity-building, and ongoing commissioning support to ensure efficient operations and maintenance. • I-REN has strong existing relationships with, communication channels to, and support from local jurisdictions as an organization made up of local government agencies. |
| 2. Pilot activities where there is no IOU program offering and where there is potential for scalability | n/a |
| 3. Activities in hard-to-reach markets, whether or not there is an IOU program that may overlap | <ul style="list-style-type: none"> • The program is open to all public sector customers but will target underinvested jurisdictions serving hard-to-reach, DAC, underserved, and ESJ communities where I-REN can help address equity issues such as the unequal access to energy efficiency dollars, the need for additional support and commitment for small and underserved communities, ineffective programs for tribal communities, as well as overall lack of diversity. Many of these communities have been historically underinvested in and have greater needs for facility improvements, particularly community serving facilities such as libraries, community centers and the like. • By supporting energy efficiency projects in these types of facilities, I-REN can provide equitable and locally administered assistance to public sector agencies where benefits will flow directly to disadvantaged and vulnerable communities. |

B. PUBLIC SECTOR—PUBLIC BUILDINGS NORMALIZED METERED ENERGY CONSUMPTION (NMEC) PROGRAM – IREN-PUBL-002

I-REN’s Public Sector—Public Buildings Normalized Metered Energy Consumption (NMEC) Program is a resource program (in year two of I-REN program administration) to provide incentives and financing for savings based on NMEC achieved over three to five years, with a special focus on HVAC improvements to community-serving buildings.

1. Summary of I-REN’s Public Buildings NMEC Program Objectives

- a) Allow local governments to leverage an innovative approach that goes beyond code to achieve deep energy savings.
- b) Help local governments afford and finance a range of energy efficiency upgrades.

2. Summary of Program Differentiation

The following table provides a summary of the PAs’ respective Public Buildings NMEC programs.

Table 4: I-REN, SoCalREN, SCE, and SoCalGas Public Buildings NMEC Programs Summary

| Program Parameters | I-REN | SoCalREN | SCE Public Sector Performance-Based Retrofit High Opportunity Program [SCE-13-L0031] | SoCalGas High Opportunity Projects – Metered and Performance Based Retrofits |
|---------------------------|---|---|---|---|
| Target Audience(s) | <ul style="list-style-type: none"> • Members of the I-REN COGs, counties, cities, school districts, water districts, special districts, and tribal communities | Public Agencies served by SCE and/or SoCalGas: Cities, counties, tribes, local government hospitals and hospital districts, | Public Sector | All eligible Public Sector customers |

| Program Parameters | I-REN | SoCalREN | SCE Public Sector Performance-Based Retrofit High Opportunity Program [SCE-13-L0031] | SoCalGas High Opportunity Projects – Metered and Performance Based Retrofits |
|---------------------------------|--|--|---|---|
| | <ul style="list-style-type: none"> • Hard-to-reach, disadvantaged, low income, and other vulnerable communities • Community centers, libraries, senior centers, schools, and fire and police buildings • Educational institutions | water districts, K-12 schools, wastewater districts, sanitation districts, ports, airports, and other special districts. | | |
| Resource or Non-Resource | Resource | Resource | Resource | Resource |
| Eligible Measures | Any measure that reduces energy usage including but not limited to HVAC, controls, foodservice, appliances, water heating, lighting | CMPA Methodology – includes whole building retrofits and behavioral and operational savings. | CMPA Methodology – includes whole building retrofits and behavioral and operational savings | CMPA Methodology – includes whole building retrofit and behavioral and operational savings; NMEC protocol |
| Budget | \$3,185,292 | \$XXX,XXX* | \$562,423* | TBD* |

*SoCalREN, SCE and SoCalGas 2022 budgets provided herein are estimates merely for reference only. The final budgets are subject to Commission approval of 2022-23 BBAL Advice Letter.

The following table compares the key program parameters of PAs’ public sector NMEC programs.

Table 5: I-REN, SoCalREN, SCE, and SoCalGas Public Buildings NMEC Program Comparison

| Program Parameters | I-REN | SoCalREN | SCE Public Sector HOPPs Program | SoCalGas |
|-----------------------------|---|--|---|--|
| Eligible Facilities | <ul style="list-style-type: none"> Buildings and non-facilities (e.g., exterior lighting) Special focus on community centers, libraries, senior centers, schools, and fire and police buildings | Eligible facility types per the most recent version of the CPUC NMEC Guidelines | Buildings | Public Sector buildings and non-building facilities or systems |
| Eligible Agencies | Counties, cities, school districts, water districts, special districts, and tribal communities | <ul style="list-style-type: none"> Public Agencies served by SCE and/or SoCalGas: Cities, counties, tribes, local government hospitals and hospital districts, water districts, K-12 schools, wastewater districts, sanitation districts, ports, airports, and other special districts. Focus on DAC, rural, and low-income communities. | All Public Sector | All Public Sector customers |
| Eligible Measures | Any measure that reduces energy usage including but not limited to HVAC, controls, foodservice, appliances, water heating, lighting | Any measure that reduces energy usage | Any measure that reduces energy usage, must include at least one retrofit | Any measure that reduces energy usage to achieve 20% savings and a minimum of 7,000 Therms and suitable for NMEC feasibility |
| Technical Assistance | Project scope development, procurement assistance, project | Modeling and M&V Plan, post implementation training, performance | Modeling, M&V Plan, Project Management, Financial Analysis & | M&V Plan, facility audit, EE education related to retrofits, performance tracking |

| Program Parameters | I-REN | SoCalREN | SCE Public Sector HOPPs Program | SoCalGas |
|---------------------------------|---|--|---|---|
| | management, operations and commissioning | tracking and savings persistence | Services | and savings persistence |
| Measurement | TBD | CMPA (IPMVP Option C) | CMPA (IPMVP Option C) | CMPA (IPMVP Option C) or other applicable options |
| Baseline | Existing conditions | Existing conditions. | Existing condition | Existing conditions |
| Performance Payment | Incentive payment based on energy savings achieved over 3-5 years | Incentives provided post-implementation measurement and verification of savings on scheduled intervals | Monetary Incentives provided on post-implementation measurement of energy savings based on meter data | Incentive provided on a post-implementation measurement of energy savings based on meter data |
| Resource or Non-Resource | Resource | Resource | Resource | Resource |
| Approval Process | TBD | Streamlined Process within CPUC NMEC Guidelines that will go through the CMPA | CPUC HOPPS Guidelines | CPUC HOPPs Guidelines |
| 2022 Status | New/launching | In the market as of April 2019; incentives offered upon approval of the 2022 BBAL | Not accepting new projects | TBD |

3. Comparable SoCalREN Program – Public Agency NMEC Program – SCR-PUBL-B3

Under the Public Agency NMEC Projects Program, SoCalREN employs a NMEC framework and targets projects that are identified by the SoCalREN EE PDP or SoCalREN DER DAC program are limited by support and incentives through existing EE resource programs. This Program provides an alternative to the existing utility and third-party programs, while pursuing

stranded potential in public agency facilities and buildings. This Program is a resource program, so EE savings from these projects contribute to SoCalREN program goals and cost-effectiveness calculations. The program targets DAC, rural, and low-income communities by offering increased incentives for these equity communities.

SoCalREN targets agencies who are enrolled in the EE PDP and DER DAC EE PDP and have facilities that have not recently participated in utility programs. Participating agencies also benefit from the SoCalREN Program's project management expertise and technical services. Similar to the partner IOU NMEC programs, engineers with experience in ASHRAE energy savings calculation standards and International Performance Measurement and Verification Protocols (IPMVP) will be prioritized in executing NMEC projects. The SoCalREN Public Agency NMEC Program provides technical assistance, application technical review, staff training, and facility savings reports to ensure persistence of savings while adhering to CPUC NMEC Guidelines that go through the CMPA process. The SoCalREN Public Agency NMEC Program differs from the IOUs NMEC programs by providing staff training, regular savings reports post installation, and a focus on equity through the provision of enhanced incentives for equity communities.

4. Comparable SCE Program – Public Sector Performance-Based Retrofit High Opportunity Program – SCE-13-L-003I

SCE's Public Sector Performance-Based Retrofit High Opportunity Program, an NMEC program, is ending this year. However, there will be a pipeline of projects in development and/or implementation throughout 2022.

5. Comparable SoCalGas Program – HOPPs Program – SCG3710

The program design for the new/launching SoCalGas HOPPs Program under SCG3710 Calculated Incentives is not yet available.

6. Coordination Protocol Between Programs

The Joint PAs will coordinate as new and launching programs are contracted and designed in order to operationalize coordination, with an understanding that new market support and equity programs might also provide similar services. As a new PA, I-REN has not yet contracted with implementers. Within 60 days of implementer(s) being contracted for the relevant programs, the Joint PAs will reconvene to plan coordination activities.

7. Coordination Between Statewide Program(s)

As a new PA, I-REN has not yet contracted with implementers. Within 60 days of implementer(s) being contracted for the relevant programs, the Joint PAs will reconvene to plan coordination activities. The Joint PAs will continue to participate in Energy Division-led Peer Coordination Groups (PCGs). The statewide PCGs enable collaborative statewide discussions regarding all programs across all PAs throughout the state, not just those in Southern California.

8. Compliance

The following table describes in further detail how I-REN’s Public Sector NMEC Program satisfies the REN criteria in D.12-11-0115.

Table 6: I-REN’s 2022 Public Sector NMEC Program Compliance with D.12-11-015

| REN Criteria | I-REN Public Buildings NMEC Program – IREN-PUBL-002 |
|--|---|
| 1. Activities IOU cannot or does not intend to undertake | n/a |

| REN Criteria | I-REN Public Buildings NMEC Program – IREN-PUBL-002 |
|---|--|
| 2. Pilot activities where there is no IOU program offering and where there is potential for scalability | n/a |
| 3. Activities in hard-to-reach markets, whether or not there is an IOU program that may overlap | <ul style="list-style-type: none"> • The program is open to all public sector customers but will target underinvested jurisdictions serving hard-to-reach, DAC, underserved, and ESJ communities where I-REN can help drive equity outcomes. • Program outreach will focus initially on public gathering spaces and community-serving facilities such as community and neighborhood centers, health and recreation centers, senior centers, teen centers, and libraries. • Upgrades and retrofits to HVAC and lighting equipment both interior and exterior will improve comfort and safety at facilities that benefit vulnerable populations such as children, elders, and low income, disadvantaged, and underserved communities. |

C. WORKFORCE EDUCATION AND TRAINING – TRAINING AND EDUCATION PROGRAM – IREN-WET-001

For its Cross-cutting Sector Workforce Education & Training (WE&T) Training and Education Program, I-REN will assess the current training marketplace in the Inland Empire and work with local providers, including higher education providers, high schools, adult schools, and professional training companies to tailor content to be relevant to the region’s needs and ensure that disadvantaged communities are a focus. I-REN will collaborate with training providers to improve access to a broad spectrum of training opportunities in person, online, and in the field.

1. Summary of I-REN’s Training and Education Program Objectives

- a) Create a robust local network of training programs that increase capacity and knowledge related to energy efficiency in the building industry.

2. Summary of Program Differentiation

The following table provides a summary of the PAs’ respective workforce education & training programs.

Table 7: I-REN, SoCalREN, SCE, and SoCalGas WE&T Training and Education Program Summary

| Program Parameters | I-REN | SoCalREN | SCE | SoCalGas |
|--------------------|---|---|---|---|
| Target Audience(s) | <ul style="list-style-type: none"> Local providers, including higher education providers, high schools, adult schools, and professional training companies Disadvantaged communities (DACs) | <ul style="list-style-type: none"> Architects, designers, engineers, contractors, building operators, technicians, craft/tradesmen, customers, youth, classified disadvantaged workers, and building owners SWMDVBE that can potentially support IOU resource program sectors and local public agencies sustainability projects. Homeless (i.e., at-risk transition youth) In-school youth, youth classified disadvantaged workers, and homeless (i.e., at-risk transition youth). Targets Disadvantaged communities | Workers who are in or are pursuing occupations in the energy efficiency and other related professional fields that provide the technical capabilities that are needed to support the attainment of CAs and IOU Energy Saving and sustainability targets | Workers in, or pursuing careers and occupations in energy efficiency, gaining and providing professional and technical capabilities, specifically useful for achieving CA-IOU energy savings targets. |

| Program Parameters | I-REN | SoCalREN | SCE | SoCalGas |
|--------------------------|--------------|---------------------------|--------------|--------------|
| | | (DACs) and Hard to Reach. | | |
| Resource or Non-Resource | Non-resource | Non-resource | Non-resource | Non-resource |
| Eligible Measures | n/a | n/a | n/a | n/a |
| Budget | \$1,012,949 | \$375,000* | \$8,696,114* | \$4,250,000* |

* SoCalREN, SCE and SoCalGas 2022 budgets provided herein are estimates merely for reference only. The final budgets are subject to Commission approval of 2022-23 BBAL Advice Letter.

With location and a more localized focus being the main differentiator across PAs, I-REN will focus largely on entry-level offerings in San Bernardino and Riverside counties. I-REN will help to raise the value of energy efficiency training and career paths within high schools, community colleges, and universities. These focus areas differentiate I-REN from other PAs' WE&T Training and Education offerings. SoCalREN's WE&T Program offerings now emphasize a robust regional workforce education and training approach that supports underserved Disadvantaged Workers (DAW) -including at risk youth, Hard to Reach (HTR) and small, women, minority, and disabled veteran owned business enterprises (SWMDVBE). SoCalGas supports entry-level job seekers and workers but is moving to more career paths. SCE's focus is geared towards incumbent skill building.

The following table compares the key program parameters of PAs' WE&T training and education programs.

Table 8: WE&T Training and Education Program Comparison

| Program Parameters | I-REN | SoCalREN | SCE | SoCalGas |
|--------------------|--|--|---|--|
| Target Audience | <ul style="list-style-type: none"> Local providers, including higher education providers, | <ul style="list-style-type: none"> Targets the most underserved and disadvantaged | Workers who are in or are pursuing occupations in the | Workers in, or pursuing careers and occupations in |

| Program Parameters | I-REN | SoCalREN | SCE | SoCalGas |
|-----------------------------|--|--|---|---|
| | <p>high schools, adult schools, and professional training companies</p> <ul style="list-style-type: none"> Disadvantaged communities (DACs) | <p>workers (DAW) and Hard to Reach (HTR) Architects, designers, engineers, contractors, building operators, technicians, craft/tradesmen, customers, youth, classified disadvantaged workers, and building owners</p> <ul style="list-style-type: none"> SWMDVBE that can potentially support IOU resource program sectors and local public agencies sustainability projects. Homeless (i.e., at-risk transition youth) In-school youth, youth classified disadvantaged workers, and homeless (i.e., at-risk transition youth). Targets Disadvantaged communities (DACs) and Hard to Reach. | <p>energy efficiency and other related professional fields that provide the technical capabilities that are needed to support the attainment of CAs and IOU Energy Saving and sustainability targets.</p> | <p>energy efficiency, gaining and providing professional and technical capabilities, specifically useful for achieving CA-IOU energy savings targets.</p> |
| <p>Location of Training</p> | <ul style="list-style-type: none"> In field/on-the-job Online | <p>In field, on-job and online.</p> | <ul style="list-style-type: none"> Energy Education Centers (Irwindale/Tulare) Alternative training sites (On | <p>In-person (Energy Resource Center, vendor sites) and Online</p> |

| Program Parameters | I-REN | SoCalREN | SCE | SoCalGas |
|------------------------------|---|---|--|---|
| | | | Location) <ul style="list-style-type: none"> • Virtual (Live Instructor Led) • On-Demand | |
| Training Types | <ul style="list-style-type: none"> • In-person • Online | <ul style="list-style-type: none"> • In-person • Online | <ul style="list-style-type: none"> • In-person • Online | In-person (Energy Resource Center, vendor sites) and Online |
| Statewide/Local | Local | <ul style="list-style-type: none"> • Local • Regional | Local | Local |
| Partner Organizations | <ul style="list-style-type: none"> • Educational institutions • Trade associations • Industry and non-profit organizations • Certification organizations • Government agencies | <ul style="list-style-type: none"> • Public Agencies • Nonprofit organizations • High schools • Community Colleges • 3rd party implementers • Workforce centers | <ul style="list-style-type: none"> • Other IOUs • Industry associations • Post- secondary education • Business networks • Regional workforce services • Non-profit Organizations | <ul style="list-style-type: none"> • Educational institutions • Trade associations • Industry and non-profit organizations • Certification organizations • Government agencies |

3. Comparable SoCalREN Program – Workforce Education & Training Program – SCR-WET-D1

SoCalREN has historically utilized policies and instruments for local hiring and workforce partnerships while developing infrastructure for small and minority contractors to access clean energy investments. SoCalREN’s WE&T Program offerings emphasizes a robust regional workforce education and training approach that supports underserved Disadvantaged Workers (DAW), Hard to Reach (HTR)and small, women, minority, and disabled veteran owned business enterprises (SWMDVBE). The primary goal of this Program is to provide the ability to build capacity within the EE industry with a local regional approach. Similar to its other non-resource programs, the SoCalREN WE&T Program leverages public agencies to reach and

engage communities while simultaneously building its underserved workforce, thus providing long term workforce supply in the EE industry. The SoCalREN WE&T Program provides: 1) comprehensive regional workforce education, training, and resources for DAW/HTRs and SWMDVBE contractors of all skill levels; 2) entry-level workforce skills training for in-school youths 3) SWMDVBE contractors' local government public agency training and capacity building in regard to sustainability projects and RFPs; and 4; and 2) a green career pathway for classified at-risk and or homeless individuals, such as transition age at-risk foster youth.

4. Comparable SCE Program – Integrated Energy Education & Training Program – SCE-13-SW-010A

The SCE WE&T Integrated Energy Education & Training Program (IEET) offers resources and training programs that are aimed at shaping the current and future energy workforce through a series of occupational, employer, and technology-focused workshops and seminars, combined with workplace-based and hands-on technical training. This program aims to provide technical upskill and pathways certifications and credentials in energy efficiency-related industries that also support California's clean energy objectives.

In addition to the training courses offered, SCE maintains a Foodservice Technology Center where they conduct training, standards-based equipment testing, and evaluations that further enhance the commercialization of emerging energy efficient technologies and programs. These services are delivered with technical integrity and scientific rigor to ensure our partners stay competitive and maintain cost effectiveness.

The Energy Centers provide a host of other value-added customer programs and services such as the Tool Lending Library and conduct technical tours and consultations, all of which are available at no-cost to the customer.

5. Comparable SoCalGas Program – WE&T Integrated Energy Education Training (IEET) – SCG3729

The SoCalGas WE&T Integrated Energy Education Training (IEET) subprogram will offer both technical and foodservice workforce education, training and outreach events that can leverage I-REN local contacts to inform and equip workforce talent with skills to assist in meeting the State’s energy and climate goals.

The WE&T Program contributes to the investor-owned utilities’ (IOUs’) energy efficiency goals by empowering customers and market actors with the knowledge to make energy reduction decisions. WE&T’s primary target audience includes market actors who design, build, maintain, and operate buildings and building systems—engineers, technicians, building operators, designers, contractors, etc. Because these market actors have the potential to shape a building’s energy use, WE&T teaches them how to recognize energy savings and balanced energy solutions to address GHG-reduction, and then provides them skills, tools, and resources to act upon those opportunities. Additionally, WE&T supports Post-secondary institutions that are training future generations of the energy workforce by providing them energy efficiency, sustainability, and green career awareness classes, internships, materials and resources

6. Coordination Protocol Between Programs

I-REN is in communication with other PAs operating in the region to identify areas of potential coordination for WE&T activities. As a new PA, I-REN has not yet contracted with implementers. Within 60 days of implementer(s) being contracted for the relevant programs, the Joint PAs will reconvene to plan coordination activities.

I-REN will ensure its activities are differentiated and avoid duplication of effort, while maintaining cooperation with other PAs to improve access to relevant training opportunities

across the I-REN counties. An opportunity that I-REN will explore is to support the critical connection to workforce entry for entry-level youth, which may include outreach to employers and work to get them involved. There is opportunity to create pathways to move from high school to non-college routes. They will work collaboratively to feed those entry-level specialists who are prepared for a higher training level into IOU programs.

Time is a critical issue in the education and training of the EE workforce. More than ever, it is vital for employees within the EE industry to stay up to date with emerging technologies and trends. The Joint PAs will work together to establish relevant training curriculum, especially for community colleges.

7. Coordination Between Statewide Program(s)

As a new PA, I-REN has not yet contracted with implementers. Within 60 days of implementer(s) being contracted for the relevant programs, the Joint PAs will reconvene to plan coordination activities. With PG&E as the statewide administrator for the Career and Workforce Readiness (CWR) and Career Connections WE&T subprograms, the Joint PAs will collaborate to leverage those statewide programs. I-REN will stay abreast of developments pertaining to these statewide programs and coordinate with PG&E to the extent possible to engage with the implementation vendor to discuss a coordination strategy. The Joint PAs will take advantage of opportunities for greater coordination and communication with other PAs as needed with regard to statewide programs.

8. Compliance

The following table describes in further detail how I-REN's WE&T Training and Education Program satisfies the REN criteria in D.12-11-0115.

Table 9: I-REN’s 2022 WE&T Training & Education Program Compliance with D.12-11-015

| REN Criteria | I-REN WE&T Program – IREN-WET-001 |
|---|---|
| 1. Activities IOU cannot or does not intend to undertake | <ul style="list-style-type: none"> • I-REN’s WE&T program activities will center on supporting and leveraging local resources who are ideally positioned to deliver locally-focused, relevant, accessible training opportunities. • Offering training at familiar, nearby locations makes it easier for job seekers and workers to attend. I-REN can use its connections and experience to help ensure training opportunities are accessible throughout the region. • The I-REN governing agencies have existing partnerships with local colleges and community colleges, successfully providing instructional energy efficiency classes and events at local campuses where they have typically achieved high participation rates. |
| 2. Pilot activities where there is no IOU program offering and where there is potential for scalability | n/a |
| 3. Activities in hard-to-reach markets, whether or not there is an IOU program that may overlap | I-REN’s WE&T program activities will drive market support and equity outcomes for HTR, underserved, DAC, and ESJ communities by partnering with and building capacity among local community-focused training providers to improve quality of and access to relevant training opportunities. |

D. WORKFORCE EDUCATION AND TRAINING – WORKFORCE DEVELOPMENT PROGRAM – IREN-WET-001

I-REN will convene and collaborate with state, regional, and local stakeholders, including workforce investment boards (WIBs) and economic development departments to develop a unified mission around the region’s energy efficiency workforce, highlighting pathways for job seekers to enter the green jobs market and to increase access for disadvantaged communities. I-REN will facilitate identifying opportunities for employers and local workforce partners to network and connect.

With its governing agencies’ existing networks of contractors and training providers, I-REN is well positioned to help bridge the gap between the energy industry and the workforce. I-REN is building partnerships with local community colleges, local universities and local WIBs to establish a comprehensive network of WE&T offerings.

I-REN also brings close connections with local government planning and building departments across the region. I-REN’s proposed WE&T initiatives offer important opportunities for collaboration across other sectors through its work in the Public Sector and Codes & Standards (C&S) --both of which are important drivers of energy efficiency and advanced energy activity and employment in the region.

1. Summary of I-REN’s Workforce Development Program Objectives

- a) Increase the number of skilled energy efficiency workers in the region.

2. Summary of Program Differentiation

The following table provides a summary of the PAs’ respective workforce development programs.

Table 10: I-REN, SoCalREN, SCE, and SoCalGas WE&T Workforce Development Program Summary

| Program Parameters | I-REN | SoCalREN | SCE | SoCalGas |
|---------------------------|--|--|---|--|
| Target Audience(s) | <ul style="list-style-type: none"> • State, regional, and local stakeholders, including workforce investment boards (WIBs) and economic development departments • Job seekers, | <ul style="list-style-type: none"> • Targets the most underserved and disadvantaged workers (DAW) and Hard to Reach (HTR) Architects, designers, engineers, contractors, building | Those workers who are in or pursuing occupations in the energy efficiency and other related fields that provide professional and technical capabilities needed to support the | Workers in, or pursuing careers and occupations in energy efficiency, gaining and providing professional and technical capabilities, specifically useful |

| Program Parameters | I-REN | SoCalREN | SCE | SoCalGas |
|--------------------------|--|---|--|---|
| | including students; individuals who are unemployed, or underemployed; job seekers looking to enter the energy efficiency and advanced energy industry; and job seekers currently working in the industry who seek to make lateral career moves or advance in their fields. | operators, technicians, craft/tradesmen, customers, youth, classified disadvantaged workers, and building owners <ul style="list-style-type: none"> • SWMDVBE that can potentially support IOU resource program sectors and local public agencies sustainability projects. • Homeless (i.e., at-risk transition youth) In-school youth, youth classified disadvantaged workers, and homeless (i.e., at-risk transition youth). • Targets Disadvantaged communities (DACs) and Hard to Reach. | attainment of CAs and IOU Energy Savings and sustainability targets. | for achieving CA-IOU energy savings targets. Training will be conducted at Energy Center, alternative site locations and distribution channels in collaboration as appropriate, with non-IOU sources, feasible for reaching target audiences. |
| Resource or Non-Resource | Non-resource | Non-resource | Non-resource | Non-resource |
| Eligible Measures | n/a | n/a | n/a | n/a |
| Budget | \$1,240,346 | \$375,000* | \$8,696,114 * ⁵ | \$X,XXX,XXX* |

*SoCalREN, SCE and SoCalGas 2022 budgets provided herein are estimates merely for reference only. The final budgets are subject to Commission approval of 2022-23 BBAL Advice Letter.

⁵ Note that the \$8,696,114 budget reflects the same budget for SCE’s WE&T - Integrated Energy Education & Training Program budget shown on Table 7 in Section C subsection 2 above. The two budgets are the same and should not be counted as separate.

One differentiating factor for I-REN’s program is that it will target job seekers, students, and workers and partner organizations, such as state, regional, and local stakeholders, including workforce investment boards (WIBs) and economic development departments in order to build partnerships. This partnership focus aligns well with RENs’ historical role as convenor of stakeholders and partners due to their close ties with their local and regional communities. Location is another differentiator.

I-REN will prioritize HTR, disadvantaged, underserved, and ESJ communities, and the organizations within those communities that support workforce development. I-REN will help to raise the value of energy efficiency career paths within high schools, community colleges, and universities. These focus areas differentiate I-REN from other PAs’ WE&T Workforce Development offerings. SoCalGas supports entry-level job seekers and workers but is moving to more career paths. SCE’s focus is geared towards incumbent skill building.

The following table compares the key program parameters of PAs’ WE&T workforce development programs.

Table 11: WE&T Workforce Development Program Comparison

| Program Parameters | I-REN | SoCalREN | SCE | SoCalGas |
|---------------------------|---|--|---|--|
| Target Audience | Job seekers, including students; individuals who are unemployed, or underemployed; job seekers looking to enter the energy efficiency and advanced energy industry; and job seekers currently working in the industry who seek to make lateral career moves or advance in their fields. | Targets the most underserved and disadvantaged workers (DAW) and Hard to Reach (HTR) - SWMDVBE that can potentially support IOU resource program sectors and local public agencies | Job seekers, including K-12 students; individuals who are unemployed, or underemployed; those interested in entering the energy efficiency and/or advanced energy industry; and those currently working | K-12 Job seekers, including students; individuals who are unemployed, or underemployed; job seekers looking to enter the energy efficiency and advanced energy industry; and job seekers currently |

| Program Parameters | I-REN | SoCalREN | SCE | SoCalGas |
|----------------------|--|---|---|---|
| | | sustainability projects. | in the industry who are interested in making career changes or further advancing in their fields. | working in the industry who seek to make lateral career moves or advance in their fields. |
| Location of Training | n/a | <ul style="list-style-type: none"> • Through local public agency training channels. • In field and online. | n/a | n/a |
| Training Types | n/a | In-Person/online | n/a | n/a |
| Statewide/Local | Local | Local | Statewide | Statewide |
| Partner Organization | State, regional, and local stakeholders, including workforce investment boards (WIBs) and economic development departments | <ul style="list-style-type: none"> • Public Agencies • Nonprofit organizations • Unions • 3rd party implementers • Workforce centers | SCE will coordinate with PG&E and the vendor to the extent possible to engage the REN supporting program coordination | SoCalGas will coordinate with PG&E to the extent possible to engage the I-REN with the implementation vendor to discuss a coordination strategy |

3. Comparable SoCalREN Program – Workforce Education & Training Program – SCR-WET-D1

SoCalREN has historically utilized policies and instruments for local hiring and workforce partnerships while developing infrastructure for small and minority contractors to access clean energy investments. SoCalREN’s WE&T Program offerings emphasize a robust regional workforce education and training approach that supports underserved Disadvantaged Workers (DAW), Hard to Reach (HTR) and small, women, minority, and disabled veteran owned business enterprises (SWMDVBE). The primary goal of this Program is to provide the ability to build capacity within the EE industry with a local regional approach. Similar to its

other non-resource programs, the SoCalREN WE&T Program leverages public agencies to reach and engage communities while simultaneously building its underserved workforce, thus providing long term workforce supply in the EE industry.

The SoCalREN WE&T Program provides: 1) comprehensive regional workforce education, training, and resources for DAW/HTRs and SWMDVBE contractors of all skill levels; 2) entry-level workforce skills training for in-school youths 3) SWMDVBE contractors' local government public agency training and capacity building in regard to sustainability projects and RFPs; and 4) a green career pathway for classified at-risk and or homeless individuals, such as transition age at-risk foster youth.

4. Comparable SCE Program – N/A

SCE does not have a specific Workforce Development Program. Instead, SCE participates in the Statewide Career Workforce Readiness (CWR) Program, known as Energize Careers, which is administered by PG&E. Energize Careers aims to create a diverse and representational energy workforce through the economic empowerment of people who experience systemic barriers to employment by helping them to access living wage energy career opportunities. The Energize Careers Program provides holistic services to support disadvantaged workers¹ through technical training, job placement, and wrap-around service support. Energize Careers collaborates with pre-apprenticeship programs, apprenticeship programs, community-based training organizations, and community colleges to provide technical energy job training to underserved individuals. Energize Careers also collaborates with wrap-around service providers and industry partners to provide people with services and support to access career pathways into living wage energy efficiency jobs.

5. Comparable SoCalGas Program

N/A

6. Coordination Protocol Between Programs

I-REN is in communication with other PAs operating in the region to identify areas of potential coordination for WE&T activities. I-REN will ensure its activities are differentiated and avoid duplication of effort, while maintaining cooperation with other PAs to improve access to relevant training opportunities across the I-REN counties. As a new PA, I-REN has not yet contracted with implementers. Within 60 days of implementer(s) being contracted for the relevant programs, the Joint PAs will reconvene to plan coordination activities which could include but would not necessarily be limited to meetings and shared class lists.

There is a critical opportunity for Joint PAs to connect entry-level youth to good jobs in the EE field. The Joint PAs will collaborate to define employers and work to get them involved. There is opportunity for all PAs to create pathways to move from high school to non-college routes. They will work collaboratively to feed those entry-level specialists who are prepared for a higher training level into IOU programs.

Time is a critical issue in the education and training of the EE workforce. More than ever, it is vital for employees within the EE industry to stay up to date with emerging technologies and trends. The Joint PAs will work together to establish relevant training curriculum, especially for community colleges.

7. Coordination Between Statewide Program(s)

As a new PA, I-REN has not yet contracted with implementers. Within 60 days of implementer(s) being contracted for the relevant programs, the Joint PAs will reconvene to plan

coordination activities. With PG&E as the statewide administrator for the Career and Workforce Readiness (CWR) and Career Connections WE&T subprograms, the Joint PAs will collaborate to leverage those statewide programs. I-REN will stay abreast of developments pertaining to these statewide programs and coordinate with PG&E to the extent possible to engage the I-REN with the implementation vendor to discuss a coordination strategy. The Joint PAs will take advantage of opportunities for greater coordination and communication with other PAs as needed with regard to statewide programs.

8. Compliance

The following table describes in further detail how I-REN’s WE&T Workforce Development Program satisfies the REN criteria in D.12-11-0115.

Table 12: I-REN’s 2022 WE&T Workforce Development Program Compliance with D.12-11-015

| REN Criteria | I-REN WE&T Program – IREN-WET-001 |
|---|---|
| 1. Activities IOU cannot or does not intend to undertake | <ul style="list-style-type: none"> I-REN’s WE&T program activities will center on convening, engaging, and building capacity with regional workforce development partners in order to define and establish a green workforce. This program relies on collaboration with established community partner organizations and employers, many of whom have existing connections and trusted relationships with the I-REN member agencies. |
| 2. Pilot activities where there is no IOU program offering and where there is potential for scalability | n/a |
| 3. Activities in hard-to-reach markets, whether or not there is an IOU program that may overlap | I-REN’s WE&T program activities will drive market support and equity outcomes for HTR, underserved, DAC, and ESJ communities by partnering with and building capacity among local community-focused workforce development partners. |

E. CODES AND STANDARDS TRAINING & EDUCATION PROGRAM – IREN-CS-001

I-REN’s Codes and Standards (C&S) Training and Education Program is a non-resource program to establish and implement training and education for building department staff and the building industry to support, understand, and effectively implement energy efficiency codes and standards including where gaps exist in the Statewide IOU Compliance Improvement program and enforcement activities. The program will also include outreach to engage, educate and involve regional construction firms and building departments, and support compliance and enforcement within regional EE programs and customers.

1. Summary of I-REN’s C&S Training and Education Program Objectives

- a) Improve the understanding of energy efficiency codes and standards among local building departments and the building industry to increase implementation and compliance and enforcement.
- b) Make code compliance and enforcement a valuable element of the region’s energy efficiency goal attainment with engagement regionwide.

2. Summary of Program Differentiation

The following table provides a summary of the PAs’ respective C&S Training & Education programs.

Table 13: I-REN, SoCalREN, SCE, and SoCalGas C&S Training & Education Programs Summary

| Program Parameters | I-REN | SoCalREN | SCE | SoCalGas |
|--------------------|--|----------|--|----------|
| Target Audience(s) | <ul style="list-style-type: none"> • Local jurisdictions’ building department staff | n/a | All stakeholders impacted by the energy code | n/a |

| Program Parameters | I-REN | SoCalREN | SCE | SoCalGas |
|---------------------------------|--|-----------------|--------------|-----------------|
| | <ul style="list-style-type: none"> • Permit applicants • Contractors and building professionals • Areas not served by the IOUs (City of Riverside, Imperial Irrigation District service area, etc.) | | | |
| Resource or Non-Resource | Non-resource | n/a | Non-resource | n/a |
| Eligible Measures | n/a | n/a | n/a | n/a |
| Budget | \$860,334 | n/a | \$3,077,099* | n/a |

*SCE 2022 budgets provided herein are estimates merely for reference only. The final budgets are subject to Commission approval of 2022-23 BBAL Advice Letter.

I-REN’s C&S Training & Education Program will be differentiated from comparable programs by the more localized geographic area in which trainings will be focused, in Riverside and San Bernardino counties, enabling contractors to more easily attend trainings. I-REN brings existing relationships with important training partners in the region, such as colleges, NGOs, CBOs, trade organizations, and regional entities. Another differentiating factor will be I-REN’s focus on serving HTR, DAC, underserved, tribal, and ESJ communities.

I-REN trainings will also be differentiated by topic, with trainings tailored to the region’s climate zones and the needs of the region’s local jurisdictions, building department staff, and building professionals. I-REN has an understanding of local councils, cities, and communities and their priorities and the ability to navigate the local political climate, which is important for supporting local government jurisdictions. I-REN’s familiarity with its communities will be important to inform and deliver regionally relevant training offerings that may not otherwise be

available. I-REN will also coordinate its C&S activities with its WE&T offerings to integrate code compliance and enforcement into technical trainings.

3. Comparable SoCalREN Program

N/A

4. Comparable SCE Program – Compliance Improvement Subprogram – SCE-13-SW-008C

The IOU Compliance Improvement subprogram⁶ (of which Energy Code Ace is a key component) targets actors within the building and appliance energy code supply chains to maintain comprehensive statewide compliance with energy codes and appliance standards, such as: manufacturers, distributors, retailers, architects, energy consultants, contractors, plans examiners, building inspectors, etc. Whereas the California Energy Commission is responsible for implementing state policy by establishing new Codes and Standards, others (architects, energy consultants, mechanical engineers, IOUs, builders, contractors, etc.) are responsible for interpreting the code and completing compliance forms while jurisdictions' building departments are responsible for enforcing the code. Building codes and appliance standards can be difficult to understand and time consuming to implement, therefore some industry actors fail to comply with regulatory requirements fully.

Compliance improvement program needs are determined through a performance-based solution approach to identify training, tools, resources and outreach necessary to narrow the gap between actual and desired performance, and principals of adult learning theory are employed to improve knowledge swings during training and increase long-term retention. Multiple training

⁶ The Compliance Improvement subprogram is a statewide program offered by all IOUs

modalities are used to maximize student participation. With a few exceptions, a consistent curriculum, featured on EnergyCodeAce.com, is developed by the compliance improvement program and delivered statewide by a team of subject matter experts.

5. Comparable SoCalGas Program

N/A

6. Coordination Protocol Between Programs

I-REN is in communication with other PAs operating in the region to identify areas of potential coordination for C&S activities. The I-REN governing agencies also bring experience coordinating with other PAs through their LGP work. I-REN will ensure its activities are differentiated and avoid duplication of effort, while maintaining cooperation with other PAs.

As a new PA, I-REN has not yet contracted with implementers. Within 60 days of implementer(s) being contracted for the relevant programs, the Joint PAs will reconvene to plan coordination activities. Through the JCM process I-REN and other PAs have already identified potential opportunities to collaborate on the delivery of workshops and trainings where appropriate to provide greater accessibility and regionally relevant training content to local jurisdictions and building professionals.

7. Coordination Between Statewide Program(s)

As a new PA, I-REN has not yet contracted with implementers. Within 60 days of implementer(s) being contracted for the relevant programs, the Joint PAs will reconvene to plan coordination activities. The Joint PAs will coordinate to ensure that ratepayer funds deliver resources efficiently and effectively across the shared territories, including coordination with PG&E as administrator of the statewide Codes & Standards program. With that in mind, the Joint

PAs will approach coordination with the goal of offering transparency through regular communication, efficiency through a collaborative approach to any shared resources, and support for the success of programs across the service area. The Joint PAs will meet regularly to coordinate on the WE&T and C&S programs.

The Joint PAs will share their respective lists of available C&S trainings including those in development stages. Whenever feasible, PAs will leverage existing curriculum and training by communicating training needs via email or in regular coordination meetings. A clear chain of communication and identified contacts will be exchanged for each program and/or sub-program.

IOUs' Compliance Improvement team representative will provide a list of trainings to I-REN on a quarterly basis and will include the following information:

- Class name(s)
- Description(s)
- Instructor name(s)
- Course length time
- Mode of access and location (ex: in-person, training center/city, online)
- Class schedule (if one exists)
- Course agenda

Additionally, a standing agenda item at the quarterly meeting will be to discuss the topics of trainings in development, even if only at a high level. This will reduce the potential for duplication of efforts.

The Joint PAs will determine which existing offerings can be leveraged and coordinate to deliver these resources. I-REN will develop a calendar with potential dates, of when these offerings can be delivered to various audiences in the tri-county region. This calendar will be shared with the Joint PAs and scheduled based on the availability and resource requirements.

The Joint PAs will make each other aware of resources available as courses are scheduled for delivery and new job aides (Energy Code Ace “resources” or “tools”) are developed. A portion of the Statewide C&S Team’s training schedule is set at the beginning of the year while the rest remains flexible since most courses are offered upon request as a result of the team’s outreach efforts. All offerings are posted on the Energy Code Ace website training page as courses are scheduled.

8. Compliance

The following table describes in further detail how I-REN’s C&S Training and Education Program satisfies the REN criteria in D.12-11-0115.

Table 14: I-REN’s 2022 C&S Training and Education Program Compliance with D.12-11-015

| REN Criteria | I-REN C&S Training and Education Program – IREN-CS-001 |
|--|--|
| 1. Activities IOU cannot or does not intend to undertake | <ul style="list-style-type: none"> • As an organization led by and dedicated to serving local governments, I-REN can provide flexible and adaptable solutions to support local jurisdictions. • I-REN brings an understanding of local councils, cities, and communities and their priorities and the ability to navigate the local political climate which is important for delivering support to local government jurisdictions. • I-REN’s C&S initiatives will offer locally focused training, education, and tools to support codes and standards implementation, enforcement, and compliance activities. |
| 2. Pilot activities where there is no IOU program offering and where there is potential for scalability | n/a |

| | |
|--|---|
| REN Criteria | I-REN C&S Training and Education Program – IREN-CS-001 |
| 3. Activities in hard-to-reach markets, whether or not there is an IOU program that may overlap | The program is open to all local jurisdictions but will provide targeted outreach to underinvested jurisdictions serving hard-to-reach, DAC, underserved, tribal, and ESJ communities where I-REN can help drive market support and equity outcomes and cross-cutting workforce-related objectives. |

F. CODES AND STANDARDS TECHNICAL SUPPORT PROGRAM – IREN-CS-001

I-REN’s Codes and Standards (C&S) Technical Support Program is a non-resource program to develop technical assistance tools and resources to assist building departments and the building industry with understanding, evaluating, and permitting the energy codes to support improved enforcement and compliance. I-REN will develop regionally appropriate model ordinances, vet and refine them with participating local governments, provide ongoing technical assistance for implementation, and deliver updates to reflect the triennial code cycle.

1. Summary of I-REN’s C&S Technical Support Program Objectives

- a) Deliver locally informed resources and tools that streamline code compliance and enforcement and increase permit closeout.

2. Summary of Program Differentiation

The following table provides a summary of the PAs’ respective C&S Technical Support program.

Table 15: I-REN, SoCalREN, SCE, and SoCalGas C&S Technical Support Program Summary

| Program Parameters | I-REN | SoCalREN | SCE | SoCalGas |
|--------------------|--|----------|----------------------------------|----------|
| Target Audience(s) | <ul style="list-style-type: none"> • Local jurisdictions’ | n/a | All stakeholders impacted by the | n/a |

| Program Parameters | I-REN | SoCalREN | SCE | SoCalGas |
|--------------------------|--|----------|---------------------------|----------|
| | building department staff <ul style="list-style-type: none"> • Permit applicants • Contractors and building professionals • Areas not served by the IOUs (City of Riverside, Imperial Irrigation District service area, etc.) | | energy code | |
| Resource or Non-Resource | Non-resource | n/a | Non-resource | n/a |
| Eligible Measures | n/a | n/a | n/a | n/a |
| Budget | \$585,773 | n/a | \$3,077,099* ⁷ | n/a |

*SCE 2022 budgets provided herein are estimates merely for reference only. The final budgets are subject to Commission approval of 2022-23 BBAL Advice Letter.

I-REN’s C&S Technical Support Program will be differentiated from similar programs offered by other PAs by the geographic area in which technical support will be offered, to jurisdictions in the counties of Riverside and San Bernardino. Another differentiating factor will be I-REN’s focus on serving HTR, DAC, underserved, tribal, and ESJ communities. I-REN brings existing relationships with the cities in its territory from its work in local government as a convenor and facilitator for issues affecting local jurisdictions. I-REN’s existing network of relationships and understanding of local councils, cities, and communities and their priorities and

⁷ Note that the \$3,077,099 budget reflects the same budget for SCE’s Codes & Standards Compliance Improvement subprogram budget shown on **Error! Reference source not found.** in Section E subsection 2 above. The two budgets are the same and should not be counted as separate.

the ability to navigate the local political climate will be important for the on-the-ground support needed to reach building department staff.

I-REN's C&S Technical Support Program will provide one-stop-shop access for its local jurisdictions and building department staff without competing against or duplicating statewide or other regional resources. I-REN's familiarity with its communities will be important to inform and deliver regionally-relevant technical support, such as development and implementation of reach codes and model ordinances.

3. Comparable SoCalREN Program

N/A

4. Comparable SCE Program – Compliance Improvement Subprogram – SCE-13-SW-008C

In addition to the training activities enumerated in the previous section, the Compliance Improvement (CI) Subprogram also provides a comprehensive suite of online and interactive tools and resources to support market actors in streamlining their code compliance workflow.

The tools offered on the Energy Code Ace website are comprised of a suite of interactive applications to help users understand compliance processes, installation techniques, which forms are required, and energy efficiency regulations applicable to building projects and appliances in California.

Resources include an array of downloadable materials providing practical and concise guidance on how and when to comply with California's building and appliance energy efficiency standards. The resources that the (CI) subprogram has developed address the lack of time and

resources for industry professionals by providing web-based job aids that are downloadable for quick reference. Some of the key available tools and resources include:

- “Submit a Question” – Online portal providing market actors the opportunity to submit their compliance questions for subject matter expert review and response
- Q&Ace – Searchable database of FAQ’s, including common questions fielded by subject matter experts through the “Submit a Question” portal
- Checklists – Step-by-step guidance for plan checks and field inspections to help ensure compliance with the Energy Code
- Forms Ace – Helps market actors determine which forms are applicable to their project scope prior to submittal, to focus their efforts and avoid filling out unnecessary paperwork
- Virtual Compliance Assistant – “TurboTax” style interface that generates compliance forms for project teams by guiding them through a series of direct questions about their projects
- Reference Ace – An online hyperlinked version of the energy code which is easier to navigate than a PDF or hard copy code book
- Image Ace – Provides helpful diagrams and images to better illustrate efficiency concepts and code requirements
- Timeline Ace – Graphically shows when specific Energy Code requirements are going into effect

5. Comparable SoCalGas Program

N/A

6. Coordination Protocol Between Programs

I-REN is in communication with other PAs operating in the region to identify areas of potential coordination for C&S activities, and the I-REN governing agencies bring experience coordinating with other PAs through their LGP work. Coordination activities could include but would not be limited to calling on existing IOU resources for training as needed. I-REN will ensure its activities are differentiated and avoid duplication of effort, while maintaining cooperation with other PAs. As a new PA, I-REN has not yet contracted with implementers. Within 60 days of implementer(s) being contracted for the relevant programs, the Joint PAs will reconvene to plan coordination activities.

7. Coordination Between Statewide Program(s)

As a new PA, I-REN has not yet contracted with implementers. Within 60 days of implementer(s) being contracted for the relevant programs, the Joint PAs will reconvene to plan coordination activities. The Joint PAs will coordinate to ensure that ratepayer funds deliver resources efficiently and effectively across the shared territories, including coordination with PG&E as administrator of the statewide Codes & Standards program. With that in mind, the Joint PAs will approach coordination with the goal of offering transparency through regular communication, efficiency through a collaborative approach to any shared resources, and support for the success of programs across the service area. The Joint PAs will meet regularly to coordinate on the WE&T and C&S programs.

8. Compliance

The following table describes in further detail how I-REN’s C&S Technical Support Program satisfies the REN criteria in D.12-11-0115.

Table 16: I-REN’s 2022 C&S Technical Support Program Compliance with D.12-11-015

| REN Criteria | I-REN C&S Technical Support Program – IREN-CS-001 |
|--|--|
| 1. Activities IOU cannot or does not intend to undertake | <ul style="list-style-type: none"> • As an organization led by and dedicated to serving local governments, I-REN can deliver locally informed resources and tools that streamline code compliance and enforcement and increase permit closeout, in coordination with other PAs to leverage existing resources and avoid duplication. • I-REN’s C&S interventions rely on relationships and communication. I-REN is uniquely positioned to serve the C&S sector because the I-REN governing agencies already have extensive connections throughout the region with local building and planning departments, including code officials and permitting staff at all levels, and many of the private construction and architectural firms who frequently apply for permits. |
| 2. Pilot activities where there is no IOU program offering and where there is potential for scalability | <p>n/a</p> |
| 3. Activities in hard-to-reach markets, whether or not there is an IOU program that may overlap | <p>The program is open to all local jurisdictions but will provide targeted outreach to underinvested jurisdictions serving hard-to-reach, DAC, underserved, and ESJ communities where I-REN can help drive market support and equity outcomes and cross-cutting workforce-related objectives.</p> |

IV. I-REN PROGRAM COMPLIANCE

A. I-REN PROGRAM COMPLIANCE WITH D.12-11-015 AND D.19-12-021

The majority of the activities outlined in I-REN's Business Plan are non-resource programs, designed to support and enhance the activities of other PAs, with a targeted local government resource program not currently provided to its member audiences.

The CPUC in Decision 12-11-015, Decision 16-08-019, Decision 18-05-041, and refined in decision 19-12-021, directed the REN's activities to three areas:⁸⁹¹⁰¹¹

- Activities that utilities or CCA program administrators cannot or do not intend to undertake.
- Pilot activities where there is no current utility or CCA program offering, and where there is potential for scalability to a broader geographic reach, if successful.
- Activities serving hard-to-reach markets, whether or not there is another utility or CCA program that may overlap.

I-REN has focused on these three criteria areas and the need to provide value for ratepayers in the development of its program portfolio. The I-REN governing agencies worked for nearly 18 months coordinating, developing, and refining the presented sectors to ensure they do not overlap and instead fill clear gaps, address hard-to-reach communities, and assess opportunities to pilot new ideas that could be scaled beyond the I-REN region. I-REN has

⁸ D.12-11-015, p. 17.

⁹ D.16-08-019, pp. 11-12.

¹⁰ D.18-05-041, p. 95.

¹¹ D.19-12-021, p. 32.

reviewed the CPUC guidance and pertinent decisions and is confident that it is well suited and needed to ensure equitable and effective energy efficiency services and resources to the region.

B. I-REN UNDERTAKING ACTIVITIES THAT UTILITIES CANNOT OR DO NOT INTEND TO UNDERTAKE.

A critical differentiation between I-REN and the other PAs' programs is the relationships I-REN has with its constituents, partners, and local governments, which is enhanced by their proximity and historic record of service for those entities. I-REN's ability to tailor and serve San Bernardino County and Riverside County entities will only grow as their programs are implemented. Recognizing these relationships will be important in the coming year as the Joint PAs navigate and avoid any duplication of services and avoid customer confusion.

These relationships are especially important in serving the public sector. Local government agencies and districts that make up the I-REN public sector are challenged in trying to improve the energy efficiency of their equipment and facilities, given various barriers including but not limited to insufficient funding for capital improvements, a lack of awareness around energy efficiency and IOU programs, complicated and long cycles times for approval processes for budgets and spending, and limited time and staff resources.

I-REN has strong existing relationships with, communication channels to, and support from local jurisdictions as an organization made up of local government agencies. I-REN will build on its existing connections in the public sector to help these local government agencies and districts improve their facilities' energy performance, to contribute to energy conservation and greenhouse gas reduction goals and position local government agencies as energy efficiency leaders in their communities. Some of the greatest challenges to participation in the public sector in the I-REN service area may also be indicators of unrealized energy savings potential. I-REN

has designed its Public Sector strategies and tactics to help local government agencies, tribal leadership, and staff at school districts and special districts overcome these participation barriers to improve their facilities' energy performance and harvest "stranded" energy savings.

Insufficient staff time and resources is one of the major barriers to implementing energy efficiency retrofits in public sector buildings. This has been exacerbated over the past two years due to the COVID-19 pandemic, with local governments on the front lines addressing the public health crisis and enduring the associated economic downturn. Local jurisdictions have had to implement mandatory closures of facilities, as well as intensive planning and logistical efforts to prepare for safely reopening facilities to the public. I-REN's Building Upgrade Concierge will provide personalized end-to-end technical assistance, procurement and project management support, capacity-building, and ongoing commissioning support to ensure efficient operations and maintenance.

I-REN's WE&T program activities will center on supporting and leveraging local resources who are ideally positioned to deliver locally-focused, relevant, accessible training opportunities. Offering training at familiar, nearby locations makes it easier for job seekers and workers to attend. I-REN can use its connections and experience to help ensure training opportunities are accessible throughout the region. The I-REN governing agencies have existing partnerships with local colleges and community colleges, successfully providing instructional energy efficiency classes and events at local campuses where they have typically achieved high participation rates.

I-REN's WE&T Workforce Development program activities will center on convening, engaging, and building capacity with regional workforce development partners in order to define

and establish a green workforce. This program relies on collaboration with established community partner organizations and employers, many of whom have existing connections and trusted relationships with the I-REN member agencies.

As an organization led by and dedicated to serving local governments, I-REN can provide flexible and adaptable solutions to support local jurisdictions. I-REN brings an understanding of local councils, cities, and communities and their priorities and the ability to navigate the local political climate which is important for delivering support to local government jurisdictions. I-REN's C&S initiatives will offer locally focused training, education, and tools to support codes and standards implementation, enforcement, and compliance activities.

Additionally, I-REN can deliver locally informed resources and tools that streamline code compliance and enforcement and increase permit closeout. I-REN's C&S interventions rely on relationships and communication. I-REN is uniquely positioned to serve the C&S sector because the I-REN governing agencies already have extensive connections throughout the region with local building and planning departments, including code officials and permitting staff at all levels, and many of the private construction and architectural firms who frequently apply for permits.

C. I-REN UNDERTAKING PILOT ACTIVITIES WHERE THERE IS NO CURRENT UTILITY UNDERTAKING, AND WHERE THERE IS A POTENTIAL FOR SCALABILITY TO A BROADER GEOGRAPHIC REACH, IF SUCCESSFUL.

At this time, I-REN is not proposing a program using this threshold criteria for compliance with D.12-11-015. I-REN is instead proposing program that both fill in gaps to IOU services and that target HTR markets.

D. I-REN UNDERTAKING PILOT ACTIVITIES IN HARD-TO REACH MARKETS, WHETHER OR NOT THERE IS A CURRENT UTILITY PROGRAM THAT MAY OVERLAP.

I-REN's Public Sector Technical Assistance and Strategic Energy Planning Program will be open to all public sector customers but will target underinvested jurisdictions serving hard-to-reach, DAC, underserved, and ESJ communities where I-REN can help address equity issues such as the unequal access to energy efficiency dollars, the need for additional support and commitment for small and underserved communities, ineffective programs for tribal communities, as well as overall lack of diversity. Many of these communities have been historically underinvested in and have greater needs for facility improvements, particularly community serving facilities such as libraries, community centers and the like. By supporting energy efficiency projects in these types of facilities, I-REN can provide equitable and locally administered assistance to public sector agencies where benefits will flow directly to disadvantaged and vulnerable communities.

Program outreach will focus initially on public gathering spaces and community-serving facilities such as community and neighborhood centers, health and recreation centers, senior centers, teen centers, and libraries.

I-REN's Public Sector NMEC Program will provide energy upgrades and retrofits to improve comfort and safety at facilities that benefit HTR customers and vulnerable populations such as children, elders, and low income, disadvantaged, and underserved communities. Higher efficiency equipment, appliances, and controls such as cooling-dominated HVAC loads as well as improvements to operations and maintenance will lower energy bills for local governments, reducing overhead and freeing up funds for other projects. Completion of projects at these high-

visibility locations will support achieving local and statewide energy efficiency and greenhouse gas reduction goals while also positioning local governments as energy efficiency leaders within their communities.

I-REN's WE&T program activities will drive market support and equity outcomes for HTR, underserved, DAC, and ESJ communities by partnering with and building capacity among local community-focused workforce development partners and training providers to improve quality of and access to relevant training opportunities. There is a gap between the demand and supply of existing trades people to provide energy efficiency services in the I-REN service territory. For contractors looking to expand their skills, career advancement and access to high-road jobs, the pathways for obtaining additional certifications can be complicated, costly, and limited by timing or distance.

In a service territory as expansive as the Inland Empire, expanding the number of training sites and promoting multiple delivery mechanisms are crucial for improving access to workforce education. I-REN can help providers identify underserved areas with a significant population that could benefit from training, and I-REN will also coordinate with other PAs and stakeholders to co-sponsor events and collaborate to bring training opportunities to the region. Through co-sponsorship and I-REN's extensive network of connections with local governments, I-REN will help promote training events with marketing and outreach to increase awareness and encourage participation.

I-REN will also provide outreach to employers to support decision-making around onsite training in the workplace or hands-on field training for employees, and will coordinate with other

PAs and key collaborators in the region to leverage existing training opportunities where appropriate.

For areas of the region where in-person training is challenging for cost reasons or limited participation numbers, I-REN will work with local stakeholders and employers to assess the applicability of online training options for supplementing local training. I-REN can recommend regionally appropriate training to pursue and assist with messaging and outreach to guide participants to training opportunities, including trainings offered by other PAs and statewide programs.

I-REN's C&S Training and Education program is open to all local jurisdictions but will provide targeted outreach to underinvested jurisdictions serving hard-to-reach, DAC, underserved, tribal, and ESJ communities where I-REN can help drive market support and equity outcomes and cross-cutting workforce-related objectives. To avoid duplication of effort, I-REN is communicating and exchanging ideas with other PAs operating in the region. Though other programs and initiatives have targeted the C&S sector, many local building departments (and the building industry in general) in the I-REN region have been underserved and will benefit greatly from locally focused training opportunities. I-REN will differentiate its C&S training offerings and coordinate with other training providers where necessary to make the best use of its constituents' ratepayer dollars. Additionally, training in C&S is an important area for crossover activities related to economic development and Workforce Education & Training (WE&T).

The C&S sector faces unique barriers to increased energy efficiency. This is especially true in the I-REN service territory, given its size and distance from the Los Angeles MSA. I-REN's C&S program activities will be tailored to the specific needs of this region, especially

HTR communities, even though the sector has been targeted by other non-local programs. This approach is consistent with CPUC’s policy in D.12.11-2015 that Regional Energy Networks (RENs) should implement energy efficiency initiatives in hard-to-reach markets “whether or not there is a current utility program that may overlap.”¹² In designing their approach to the C&S sector, I-REN has selected strategies and tactics based on insights from the I-REN governing agencies, with consideration also given to previous attempts by other PAs to address the C&S sector in this hard-to-reach region. Those lessons learned informed I-REN’s planning process, as well as best practices from successful C&S programs elsewhere in the state. In this way, I-REN will offer locally-focused services that layer onto and complement existing C&S activities in the region in order to meet the unique needs of its jurisdictions and market actors.

¹² California Public Utilities Commission, Decision 12-11-015, Decision Approving 2013-2014 Energy Efficiency Programs and Budgets, November 8, 2012, Page 17

V. APPENDIX A: SUMMARY OF I-REN PROGRAM COMPLIANCE WITH D.12-11-015

Table 17: I-REN D. 12-11-015 Compliance, by Program

| D.12-11-015 Threshold Criteria that apply for each program | Comparable IOU Program, if applicable | 1. Activities that utilities cannot or do not intend to undertake. | 2. Pilot activities where there is no current offering, and where there is potential for scalability to a broader geographic reach, if successful. | 3. Pilot activities in hard to reach markets, whether or not there is a current utility program that may overlap. |
|---|---|--|--|---|
| Technical Assistance and Strategic Energy Planning Program | <ul style="list-style-type: none"> • SoCalREN Public Agency Energy Efficiency Project Delivery Program (EE PDP) • SCG Regional Energy Pathways • SCG3846 PUB-Small/Medium Public Sector 3P Program • SCG3899 PUB- Large Public Sector 3P Program • SCG_SW_IP_Colleges PUB-SW-Institutional Partnership: UC/CSU/CCC • SCG_SW_IP_Gov PUB-SW-Institutional Partnership: DGS & DOC • SCG_SW_MCWH SW Midstream Water Heating • SCG_SW_FS SW Point-of-Sale Food Service | <ul style="list-style-type: none"> • Building Upgrade Concierge with personalized end-to-end technical assistance, procurement and project management support, capacity-building, and ongoing commissioning support to ensure efficient operations and maintenance. • I-REN has strong existing relationships with, communication channels to, and support from local jurisdictions as an organization made up of local government agencies. | <p>n/a</p> | <ul style="list-style-type: none"> • The program is open to all public sector customers but will target underinvested jurisdictions serving hard-to-reach, DAC, underserved, and ESJ communities where I-REN can help address equity issues such as the unequal access to energy efficiency dollars, the need for additional support and commitment for small and underserved communities, |

| D.12-11-015 Threshold Criteria that apply for each program | Comparable IOU Program, if applicable | 1. Activities that utilities cannot or do not intend to undertake. | 2. Pilot activities where there is no current offering, and where there is potential for scalability to a broader geographic reach, if successful. | 3. Pilot activities in hard to reach markets, whether or not there is a current utility program that may overlap. |
|--|---|---|---|--|
| | | | | <p>ineffective programs for tribal communities, as well as overall lack of diversity. Many of these communities have been historically underinvested in and have greater needs for facility improvements, particularly community serving facilities such as libraries, community centers and the like. By supporting energy efficiency projects in these types of facilities, I-REN can provide equitable and locally administered assistance to</p> |

| D.12-11-015 Threshold Criteria that apply for each program | Comparable IOU Program, if applicable | 1. Activities that utilities cannot or do not intend to undertake. | 2. Pilot activities where there is no current offering, and where there is potential for scalability to a broader geographic reach, if successful. | 3. Pilot activities in hard to reach markets, whether or not there is a current utility program that may overlap. |
|--|---|---|---|--|
| | | | | public sector agencies where benefits will flow directly to disadvantaged and vulnerable communities. |
| Public Buildings NMEC Program | SoCalREN – Public Agency NMEC Program [SCR-PUBL-B3] | n/a | n/a | <ul style="list-style-type: none"> • The program is open to all public sector customers but will target underinvested jurisdictions serving hard-to-reach, DAC, underserved, and ESJ communities where I-REN can help drive equity outcomes. • Program outreach will focus initially on public gathering spaces and community-serving facilities such as community and |

| D.12-11-015 Threshold Criteria that apply for each program | Comparable IOU Program, if applicable | 1. Activities that utilities cannot or do not intend to undertake. | 2. Pilot activities where there is no current offering, and where there is potential for scalability to a broader geographic reach, if successful. | 3. Pilot activities in hard to reach markets, whether or not there is a current utility program that may overlap. |
|--|---|---|---|---|
| | | | | <p>neighborhood centers, health and recreation centers, senior centers, teen centers, and libraries.</p> <ul style="list-style-type: none"> • Upgrades and retrofits to HVAC and lighting equipment both interior and exterior will improve comfort and safety at facilities that benefit vulnerable populations such as children, elders, and low income, disadvantaged, and underserved communities. • Higher efficiency equipment, appliances and controls such as cooling-dominated |

| D.12-11-015 Threshold Criteria that apply for each program | Comparable IOU Program, if applicable | 1. Activities that utilities cannot or do not intend to undertake. | 2. Pilot activities where there is no current offering, and where there is potential for scalability to a broader geographic reach, if successful. | 3. Pilot activities in hard to reach markets, whether or not there is a current utility program that may overlap. |
|--|---|---|---|--|
| | | | | <p>HVAC loads as well as improvements to operations and maintenance will lower energy bills for local governments, reducing overhead and freeing up funds for other projects.</p> <ul style="list-style-type: none"> • Completion of projects at these high-visibility locations will support achieving local and statewide energy efficiency and greenhouse gas reduction goals while also positioning local governments as energy efficiency leaders within |

| D.12-11-015 Threshold Criteria that apply for each program | Comparable IOU Program, if applicable | 1. Activities that utilities cannot or do not intend to undertake. | 2. Pilot activities where there is no current offering, and where there is potential for scalability to a broader geographic reach, if successful. | 3. Pilot activities in hard to reach markets, whether or not there is a current utility program that may overlap. |
|--|--|---|---|---|
| | | | | their communities. |
| WE&T Training and Education Program | <ul style="list-style-type: none"> • SoCalREN – Workforce Education & Training Program [SCR-WET-D1] • SCE – Integrated Energy Education & Training Program [SCE-13-SW-010A] • SoCalGas – WE&T Integrated Energy Education Training (IEET) [SCG3729] | <ul style="list-style-type: none"> • I-REN’s WE&T program activities will center on supporting and leveraging local resources who are ideally positioned to deliver locally-focused, relevant, accessible training opportunities. • Offering training at familiar, nearby locations makes it easier for job seekers and workers to attend. I-REN can use its connections and experience to help ensure training opportunities are accessible throughout the region. • The I-REN governing agencies have existing partnerships with local colleges and community colleges, successfully providing | n/a | I-REN’s WE&T program activities will drive market support and equity outcomes for HTR, underserved, DAC, and ESJ communities by partnering with and building capacity among local community-focused training providers to improve quality of and access to relevant training opportunities. |

| D.12-11-015 Threshold Criteria that apply for each program | Comparable IOU Program, if applicable | 1. Activities that utilities cannot or do not intend to undertake. | 2. Pilot activities where there is no current offering, and where there is potential for scalability to a broader geographic reach, if successful. | 3. Pilot activities in hard to reach markets, whether or not there is a current utility program that may overlap. |
|--|---|---|---|---|
| | | instructional energy efficiency classes and events at local campuses where they have typically achieved high participation rates. | | |
| WE&T Workforce Development Program | <ul style="list-style-type: none"> • SoCalREN – Workforce Education & Training Program [SCR-WET-D1] • SCE – Integrated Energy Education & Training Program [SCE-13-SW-010A] | <ul style="list-style-type: none"> • I-REN’s WE&T program activities will center on convening, engaging, and building capacity with regional workforce development partners in order to define and establish a green workforce. • This program relies on collaboration with established community partner organizations and employers, many of whom have existing connections and trusted relationships with the I-REN member agencies. | n/a | I-REN’s WE&T program activities will drive market support and equity outcomes for HTR, underserved, DAC, and ESJ communities by partnering with and building capacity among local community-focused workforce development partners. |

| D.12-11-015 Threshold Criteria that apply for each program | Comparable IOU Program, if applicable | 1. Activities that utilities cannot or do not intend to undertake. | 2. Pilot activities where there is no current offering, and where there is potential for scalability to a broader geographic reach, if successful. | 3. Pilot activities in hard to reach markets, whether or not there is a current utility program that may overlap. |
|--|---|--|---|---|
| C&S Training and Education Program | SCE – Compliance Improvement Subprogram [SCE-13-SW-008C] | <ul style="list-style-type: none"> • As an organization led by and dedicated to serving local governments, I-REN can provide flexible and adaptable solutions to support local jurisdictions. • I-REN brings an understanding of local councils, cities, and communities and their priorities and the ability to navigate the local political climate which is important for delivering support to local government jurisdictions. • I-REN’s C&S initiatives will offer locally focused training, education, and tools to support codes and standards implementation, enforcement, and compliance activities. | n/a | The program is open to all local jurisdictions but will provide targeted outreach to underinvested jurisdictions serving hard-to-reach, DAC, underserved, tribal, and ESJ communities where I-REN can help drive market support and equity outcomes and cross-cutting workforce-related objectives. |

| D.12-11-015 Threshold Criteria that apply for each program | Comparable IOU Program, if applicable | 1. Activities that utilities cannot or do not intend to undertake. | 2. Pilot activities where there is no current offering, and where there is potential for scalability to a broader geographic reach, if successful. | 3. Pilot activities in hard to reach markets, whether or not there is a current utility program that may overlap. |
|--|---|--|---|---|
| C&S Technical Support Program | SCE – Compliance Improvement Subprogram [SCE-13-SW-008C] | <ul style="list-style-type: none"> As an organization led by and dedicated to serving local governments, I-REN can deliver locally informed resources and tools that streamline code compliance and enforcement and increase permit closeout. I-REN’s C&S interventions rely on relationships and communication. I-REN is uniquely positioned to serve the C&S sector because the I-REN governing agencies already have extensive connections throughout the region with local building and planning departments, including code officials and permitting staff at all levels, and many of the | n/a | The program is open to all local jurisdictions but will provide targeted outreach to underinvested jurisdictions serving hard-to-reach, DAC, underserved, and ESJ communities where I-REN can help drive market support and equity outcomes and cross-cutting workforce-related objectives. |

| D.12-11-015 Threshold Criteria that apply for each program | Comparable IOU Program, if applicable | 1. Activities that utilities cannot or do not intend to undertake. | 2. Pilot activities where there is no current offering, and where there is potential for scalability to a broader geographic reach, if successful. | 3. Pilot activities in hard to reach markets, whether or not there is a current utility program that may overlap. |
|--|---|--|---|--|
| | | private construction and architectural firms who frequently apply for permits. | | |

VI. APPENDIX B: I-REN SUMMARY OF PROGRAMS OFFERED FOR 2022

Table 18: I-REN Summary of Programs, 2022

| Unique ID | Program Name | Sector | Annual Budget | Eligible Measures |
|----------------------|---|---|---------------|--------------------------------------|
| IREN-PUBL-001 | Technical Assistance and Strategic Energy Planning Program | Public | \$ 3,102,902 | Not applicable; non-resource program |
| IREN-PUBL-002 | Public Buildings NMEC Program | Public | \$ 3,185,292 | Any energy saving measure |
| IREN-WET-001 | WE&T Training and Education Program | Cross-cutting: Workforce Education & Training | \$ 1,012,949 | Not applicable; non-resource program |
| IREN-WET-001 | WE&T Workforce Development Program | Cross-cutting: Workforce Education & Training | \$ 1,240,346 | Not applicable; non-resource program |
| IREN-CS-001 | C&S Training and Education Program | Cross-cutting: Codes & Standards | \$ 860,334 | Not applicable; non-resource program |
| IREN-CS-001 | C&S Technical Support Program | Cross-cutting: Codes & Standards | \$ 585,773 | Not applicable; non-resource program |

VII. APPENDIX C: SOCALREN, SCE AND SOCALGAS SUMMARY OF COMPARABLE PROGRAMS

Table 19: SoCalREN Summary of Comparable 2022 Programs

| Unique ID | Program Name | Sector | Annual Budget | Eligible Measures |
|-------------|--|--------------------------------|---------------|---------------------------------------|
| SCR-PUBL-A1 | Public Agency Energy Efficiency Project Delivery Program | Public | \$7,069,078 | n/a |
| SCR-PUBL-B3 | Public Agency NMEC Program | Public | \$1,100,000 | Any measure that reduces energy usage |
| SCR-WET-D1 | Workforce Education & Training Program | Workforce Education & Training | \$750,000 | n/a |

Table 20: SCE Summary of Comparable 2022 Programs

| Unique ID | Program Name | Sector | Annual Budget | Eligible Measures |
|----------------|---|---------------|---------------|-------------------|
| SCE-13-SW-010A | Integrated Energy Education & Training | Cross-Cutting | \$8,696,114 | n/a |
| SCE-13-SW-008C | Compliance Improvement Subprogram | Cross-cutting | \$2,600,000 | n/a |
| SCE-13-L-003I | Public Sector Performance-Based Retrofit High Opportunity Program | Public | \$526,423 | Whole Building |
| SCE-13-TP-029 | Local Public Sector 3P Solicitation | Public | \$5,181,133 | n/a |

Table 21: SoCalGas Summary of Comparable 2022 Programs

| Unique ID | Program Name | Sector | Annual Budget | Eligible Measures |
|---------------------|---|--------------------------------|----------------------|----------------------------|
| SCG3912 | Regional Energy Pathways | Public | \$1,932,904 | n/a |
| SCG3729 | WE&T Integrated Energy Education Training (IEET) | Workforce Education & Training | \$4,250,000 | n/a |
| SCG3886 | PUB - Small & Medium Public Sector | Public Sector | \$2,101,168 | Direct Install measures |
| SCG3899 | PUB- Large Public Sector | Public Sector | \$1,750,000 | TBD |
| SCG3739 | PUB – Community Colleges Partnership | Public Sector | \$104,440 | n/a |
| SCG3740 | PUB – UC/CSU Partnership | Public Sector | \$137,088 | n/a |
| SCG_SW_MC WH | SW Midstream Commercial Water Heating | Non-RES, Public Sector | \$3,684,335 | All water heating measures |
| SCG_SW_FS | SW Food Service POS | Non-RES, Public Sector | \$3,845,582 | Food Service Equipment |

MEMORANDUM OF AGREEMENT NO. 22-1002767

BY AND BETWEEN

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

AND

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

FOR

2022-2027 INLAND REGIONAL ENERGY NETWORK (I-REN)

This 2022-2027 Inland Regional Energy Network (I-REN) Memorandum of Agreement (herein called "MOA") is made this ___ day of October 2022, by and among Coachella Valley Association of Governments (CVAG), San Bernardino Associated Governments (SANBAG) and Western Riverside Council of Governments (WRCOG), (collectively referred to as "MEMBER COGs, individually referred to as "MEMBER COG") with respect to the following recitals:

Whereas, representatives from the MEMBER COGs have pursued and will continue to pursue regional sustainability and energy efficiency opportunities across Riverside and San Bernardino counties; and

Whereas, the MEMBER COGs' primary role is to develop and administer a comprehensive Inland Regional Energy Network ("I-REN"), as defined in California Public Utilities Commission ("CPUC") Decision 21-11-013, and to prepare and submit any future grant applications on behalf of the three MEMBER COGs to fund other sustainability and energy efficiency activities; and

Whereas, WRCOG, on behalf of the MEMBER COGs, will serve as the I-REN Administrative Lead for purposes of coordinating planning activities locally, acting as the fiscal administrator, and executing agreements; and

Whereas, on May 31, 2018, CPUC Decision 18-05-041, Ordering Paragraph 38, was issued and directed Southern California Gas Company ("SoCalGas") to serve as the fiscal lead on behalf of SoCalGas and Southern California Edison, the two investor-owned utilities with territory in the MEMBER COGs' jurisdictions (collectively the "IOUs"); and

Whereas, as a condition precedent to this MOA, WRCOG and the IOUs will enter into the Inland Regional Energy Network 2022-2027 Energy Efficiency Programs and Budgets Agreement (“Programs Agreement”) establishing the rights and responsibilities of WRCOG, acting on behalf of I-REN, and the IOUs; and

Whereas, these efforts will lead to the coordination of regional energy resource planning; development of a long-term, sustainable energy strategy; and increase in awareness of and access to conservation, efficiency, and renewable opportunities within the I-REN region (Riverside and San Bernardino counties); and

Whereas, the MEMBER COGs commit to an effective delivery of I-REN energy efficiency programs to the public sector and local workforce of their respective counties, the details of which are set forth in this MOA.

Whereas, upon receipt of funds from the CPUC (distributed by SoCalGas on behalf of the IOUs pursuant to the Programs Agreement) for I-REN program activities, WRCOG will reimburse each MEMBER COG, in amounts not to exceed those stated in Table 3.0 below, for allowable costs incurred for the express purpose of performing I-REN program activities and administration for the period commencing on the effective date and ending upon termination or expiration of this MOA;

Now, therefore, in consideration of the mutual duties set forth in this MOA, the MEMBER COGs agree to the following:

1. Administrative Lead COG. WRCOG shall serve as the fiscal agent, purchasing and contracting manager and primary regulatory contact manager for I-REN is and, as such, shall serve as the I-REN Administrative Lead COG on behalf of the MEMBER COGs. I-REN shall be managed under the oversight of the I-REN Executive Committee. The I-REN Executive Committee’s structure, composition and duties are further described in the I-REN Governance and Operations Charter (Charter), attached hereto as Exhibit C and incorporated herein by reference. The Charter shall only be amended upon approval from the governing bodies of each of the MEMBER COGs. Notwithstanding any contrary provisions in section 3.1 of the Programs Agreement, WRCOG’s Executive Director shall have the authority to take actions and execute agreements on behalf of WRCOG as the I-REN Administrative Lead COG following the approval of such actions and agreements as may be required by the I-REN Executive Committee in accordance with the procurement policy established pursuant to the Charter. WRCOG shall be responsible for:
 - a) Monitoring progress on program objectives, deliverables and budget targets as set forth in this MOA.
 - b) Reviewing all program-related documents, including review of all reporting required in this MOA, and any other reporting duties as may be required. Documents related to purchasing and contracting on behalf of I-REN, including but not limited to, professional services agreements, shall utilize WRCOG’s template documents.

- c) Coordinating the I-REN programs described in Section 2 of this MOA to minimize duplicative administrative and marketing costs.
 - d) Coordinating with the IOUs.
2. Program Activities. WRCOG, acting as the I-REN Administrative Lead COG, shall reimburse each MEMBER COG, from funds provided by the CPUC, for delivery of I-REN program activities as set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference.
- a) I-REN shall be administered in accordance with the Charter, notwithstanding any contrary provisions in section 3.1 of the Programs Agreement.
 - b) The MEMBER COGs shall work cooperatively to implement I-REN programs and comply with CPUC requirements.
 - c) The MEMBER COGS shall comply with the security requirements of Article XVI, Exhibit C, and Exhibit D of the Programs Agreement regarding the use of Confidential Information.
 - d) The MEMBER COGs will perform all tasks and deliverables and shall comply with all applicable laws, policies, and regulations in carrying out I-REN program activities and other duties hereunder.
 - e) I-REN program activities are those set forth in Exhibits A, B and C of the Programs Agreement, which exhibits are incorporated herein by reference, and referred to as the I-REN Public Sector Program, I-REN Workforce Education & Training (WE&T) Program and I-REN Codes & Standards (C&S) Program.
3. Budget. Table 3.0 below sets forth for the annual I-REN program budget, by year and by category (Public Sector, Codes & Standards and Workforce Education and Training), the maximum expenditure under this MOA for I-REN program activities and administration. Any amendment to an amount set forth in Table 3.0 must be approved in writing by the I-REN Executive Committee and approved by each of the MEMBER COGs. All reimbursements are subject to receipt of sufficient funds from the CPUC (distributed by SoCalGas on behalf of the IOUs pursuant to the Programs Agreement). To the extent the amounts set forth in Table 3.0 for years 2022-2027 differ from the amounts set forth for those years in Exhibit H of the Programs Agreement (Commission Approved JCMs), the amounts set forth in Exhibit H shall govern.

Table 3.0:

| |
|---|
| I-REN Business Plan Program Approved Budgets (\$) |
|---|

| Category | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | Total |
|---------------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-------------------|
| Public Sector | | | | | | | |
| Administration | 628,819 | 619,172 | 662,939 | 707,457 | 707,457 | 707,457 | 4,033,301 |
| Marketing and outreach | 377,292 | 371,503 | 397,763 | 424,474 | 424,474 | 424,474 | 2,419,980 |
| Direct Implementation – non-incentive | 3,782,083 | 3,701,047 | 3,818,688 | 3,942,635 | 3,942,635 | 3,942,635 | 23,129,723 |
| Direct Implementation – incentives | 1,500,000 | 1,500,000 | 1,750,000 | 2,000,000 | 2,000,000 | 2,000,000 | 10,750,000 |
| Subtotal | 6,288,194 | 6,191,722 | 6,629,390 | 7,074,566 | 7,074,566 | 7,074,566 | 40,333,004 |

| | | | | | | | |
|---|------------------|------------------|------------------|------------------|------------------|------------------|-------------------|
| Workforce Education and Training | | | | | | | |
| Administration | 225,329 | 239,343 | 243,716 | 267,465 | 267,465 | 267,465 | 1,510,783 |
| Marketing and outreach | 135,198 | 143,606 | 146,230 | 160,479 | 160,479 | 160,479 | 906,471 |
| Direct Implementation – non-incentive | 1,892,768 | 2,010,477 | 2,047,218 | 2,246,706 | 2,246,706 | 2,246,706 | 12,690,581 |
| Direct Implementation – incentives | - | - | - | - | - | - | - |
| Subtotal | 2,253,295 | 2,393,426 | 2,437,164 | 2,674,650 | 2,674,650 | 2,674,650 | 15,107,835 |

| | | | | | | | |
|---------------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Codes and Standards | | | | | | | |
| Administration | 144,611 | 150,395 | 156,411 | 162,667 | 162,667 | 162,667 | 939,418 |
| Marketing and outreach | 87,766 | 90,237 | 93,847 | 97,600 | 97,600 | 97,600 | 564,650 |
| Direct Implementation – non-incentive | 1,214,730 | 1,263,320 | 1,313,852 | 1,366,407 | 1,366,407 | 1,366,407 | 7,891,123 |
| Direct Implementation – incentives | - | - | - | - | - | - | - |
| Subtotal | 1,446,107 | 1,503,952 | 1,564,110 | 1,626,674 | 1,626,674 | 1,626,674 | 9,392,191 |

| | | | | | | | |
|------|---------|---------|---------|---------|---------|---------|---------|
| EM&V | 114,441 | 115,604 | 121,810 | 130,349 | 130,349 | 130,349 | 742,902 |
|------|---------|---------|---------|---------|---------|---------|---------|

| | | | | | | | |
|--------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Total | 10,102,037 | 10,204,704 | 10,752,474 | 11,506,239 | 11,506,239 | 11,506,239 | 65,577,932 |
|--------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|

4. Claims and Payment.

- a) Upon receipt of funds from the CPUC (distributed by SoCalGas on behalf of the IOUs pursuant to the Programs Agreement) (the "CPUC Funds") for I-REN program activities, WRCOG will reimburse the MEMBER COGs, not to exceed the program budgets set forth in Table 3.0, for Allowable Costs, as described in Exhibit B, which is attached hereto and incorporated herein by reference, incurred for the express purpose of performing I-REN program activities and administration, pursuant to the following procedure. I-REN program activities shall be limited to funding as provided by the CPUC Funds. Under no circumstances shall WRCOG be required to provide its own funding for I-REN program activities performed in its role as the I-REN Administrative Lead COG.
- b) To obtain reimbursement from the CPUC Funds, a MEMBER COG shall submit to WRCOG a claim for reimbursement containing the following: (i) an invoice showing, at a minimum, the applicable Cost Category and Allowable Cost as described in Exhibit B, the amount of such cost and the date(s) such cost was incurred; (ii) all receipts, evidence of deliverables and other documentation reasonably necessary to substantiate the invoiced cost; (iii) a narrative report describing the I-REN program activity for which the cost was incurred; and (iv) any reports or other information required pursuant to Section 6 and Exhibit H of the Programs Agreement, which section and exhibit are incorporated herein by reference. A claim must be submitted no later than the last business day of the month after the month in which the cost was incurred; provided, however, that the Member COGs shall have until November 30, 2022, or 60 calendar days after the Member COGs have executed this MOA, whichever date is later, to submit claims for costs incurred from January 1 through September 30, 2022. Allowable labor costs shall comply with I-REN staff and contractor rates listed in Exhibit G of the Programs Agreement (Time & Materials Hourly Rate Schedule), which exhibit is incorporated herein by reference, as such rates are modified from time to time pursuant to the terms of the Programs Agreement.
- c) Upon receipt of a claim, WRCOG shall review the claim and determine whether the claim is complete and seeks reimbursement of Allowable Costs as described in Exhibit B. If the claim is incomplete, WRCOG shall return the claim to the MEMBER COG with an explanation of the reason(s) for incompleteness. If the claim is complete, WRCOG shall approve the claim to the extent the claim seeks reimbursement of Allowable Costs as described in Exhibit B and deny the claim as to the rest.
- d) WRCOG shall have 30 calendar days after submission of a claim by a MEMBER COG to review the claim for completeness. A claim shall be deemed approved if not returned to the MEMBER COG within this 30-day period.
- e) When a claim is approved or deemed approved, WRCOG will reimburse the MEMBER COG for the approved costs within 30 calendar days, to the extent that (i) WRCOG holds sufficient funds from the CPUC for reimbursement and (ii) the

MEMBER COG has not exhausted the amount set forth for the applicable category of costs for the applicable year in Table 3.0. WRCOG has no obligation to make a reimbursement under this MOA unless and until there are sufficient CPUC FUNDS available. WRCOG assumes no liability to any person or entity, including, but not limited to, a MEMBER COG, for any delay in the distribution of funds by CPUC (or SoCalGas on behalf of the IOUs pursuant to the Programs Agreement) to WRCOG.

5. Reporting. Each MEMBER COG shall adhere to common reporting requirements for I-REN programs as required by the CPUC. For WRCOG to compile information to meet reporting deadlines, each MEMBER COG shall provide WRCOG with all required reporting from the previous month, on or before the 28th calendar day of the month. In addition to these reporting requirements, each MEMBER COG shall provide regular updates regarding I-REN activities to their respective legislative bodies.

6. Termination/Breach.
 - a) WRCOG may terminate this MOA for convenience, provided that such termination is consistent with section 17.3 of the Programs Agreement and WRCOG provide one year's written notice prior to the date of termination. In the event that WRCOG provides notice to terminate this MOA for convenience, the MEMBER COGs agree to work together in good faith to assign WRCOG's responsibilities to another management agency. Such good faith efforts shall also include working with the CPUC in order to establish another management agency. In the event the MEMBER COGs are unable to identify and agree on another management agency to serve as Administrative Lead for Program Activities, or if the CPUC does not approve of a new Administrative Lead, this MOA shall be terminated. Additionally, this MOA may be terminated by an order, decision, or resolution of the CPUC.
 - b) CVAG and/or SANBAG may withdraw from this MOA, without cause by providing 60 days' notice to WRCOG. MEMBER COGs agree that monies for carrying out program activities for I-REN not fulfilled by a withdrawing MEMBER COG may be used, by WRCOG, in its sole discretion, to carry out program activities for the Inland Empire (Riverside and San Bernardino counties) region.
 - c) The MEMBER COGs agree that if a MEMBER COG materially breaches its obligations in carrying out program activities for I-REN or fails to cure any material breach of this MOA within 30 days of receipt of a notice of breach from WRCOG, then WRCOG may, in its sole discretion, serve written notice to the MEMBER COG that WRCOG intends to terminate this MOA as to the breaching MEMBER COG and thereafter, if the material breach is not timely and reasonably cured, terminate this MOA with the breaching MEMBER COG. Monies for activities not fulfilled by the breaching MEMBER COG may be used by WRCOG, in its sole discretion, to carry out program activities for the Riverside and San Bernardino counties region.

d) In the event that there is a disagreement as to the allegation of a material breach, the MEMBER COGS agree to enter into good faith negotiations via a dispute resolution process in order to resolve the disagreement. The dispute resolution process shall begin with a formal meeting among the management staff of the MEMBER COGS to resolve the dispute. If management staff is unable to resolve said disputes, the matter shall be escalated to the Executive Director level through a formal meeting between the Executive Directors of the MEMBER COGS. If the disagreement is not resolved at the Executive Director level, the matter will proceed through process as outlined in Section 6(c) of this MOA.

7. Authority. Each MEMBER COG represents and warrants that the person signing this MOA has legal authority to sign this MOA and bind that party.
8. Indemnification by each MEMBER COG. Notwithstanding any contrary provisions in sections 3.1 and 13.1 of the Programs Agreement, each MEMBER COG shall indemnify, defend and hold harmless the other MEMBER COGs and their respective officials, officers, directors, agents, and employees from and against any and all third-party liability (including damages, losses, claims, demands, actions, causes of action and costs, along with reasonable attorney fees and expenses) to the extent caused by the negligence and/or willful misconduct of the indemnifying MEMBER COG or its employees, subcontractors, or agents. The obligations of each MEMBER COG under this section shall survive the termination of this MOA.

Additionally, each MEMBER COG shall require all contractors and subcontractors performing I-REN program activities to indemnify, defend, and hold harmless the other MEMBER COGS and their respective officials, directors, agents, employees from and against 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 such indemnifying contractor or subcontractor, its officials, officers, employees, agents, consultants and contractors, arising out of or in connection with the performance of I-REN program activities, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses.

9. Insurance

a) Each MEMBER COG will maintain the following insurance coverage or self-insurance coverage, and shall require all contractors or subcontractors performing I-REN program activities to maintain this coverage, at all times during the term of this MOA, with companies having an A.M. Best rating of "A-, VII" or better, or equivalent:

- i. Workers' Compensation: statutory minimum.

- ii. Employer's Liability coverage: \$1 million minimum.
 - iii. Commercial General Liability: \$2 million minimum per occurrence/\$4 million minimum aggregate. Such insurance shall acknowledge the IOUs and the other MEMBER COGs and their officers, agents and employees as additional insureds, contain standard cross-liability or severability of interest provisions, and waive all rights of subrogation against the IOUs and the other MEMBER COGs and their officers, agents, employees and other contractors or subcontractors.
 - iv. Commercial or Business Auto: \$1 million minimum. Such insurance shall acknowledge the IOUs and the other MEMBER COGs and their officers, agents and employees as additional insureds.
 - v. Professional Liability (if applicable): \$1 million minimum.
- b) Evidence of Insurance. Upon request at any time during the term of this MOA, each MEMBER COG shall provide evidence that its insurance policies and the insurance policies as provided in this section are in full force and effect and provide the coverage and limits of insurance that each MEMBER COG has represented and warranted herein to maintain at all times during the term of this MOA.
- c) Self-Insurance. If a MEMBER COG is self-insured, the MEMBER COG shall upon request forward documentation to the IOUs and/or to WRCOG that demonstrates to the IOUs' and WRCOG's satisfaction that the MEMBER COG self-insures as a matter of normal business practice. WRCOG will accept reasonable proof of self-insurance comparable to the above requirements.
- d) Notice of Claims. Each MEMBER COG shall immediately report to the IOUs and WRCOG, and promptly thereafter confirm in writing, the occurrence of any injury, loss or damage incurred by MEMBER COG or any subcontractor or their receipt of notice or knowledge of any claim by a third party of any occurrence related to the I-REN programs, the Programs Agreement and/or this MOA that might give rise to such a claim.
- e) Changes to Insurance Coverage. In the event a MEMBER COG, contractor or subcontractor requests modifications to the standard insurance coverage provided in Section 9(a) of this MOA, WRCOG, in its reasonable discretion, shall approve or disapprove such modifications.
- f) Insurance Indemnification. Notwithstanding any contrary provisions in section 14.5 of the Programs Agreement, if a MEMBER COG fails to comply with any of the provisions of this section, or to the extent each MEMBER COG does not require its subcontractors to maintain the insurance coverage specified in this section, each MEMBER COG shall, at its own cost, defend, indemnify, and hold harmless the IOUs and/or each MEMBER COG and their affiliates and their officers, directors, agents, employees, assigns, and successors in interest, from and against any and all liability, damages, losses, claims, demands, actions, causes of action, costs, including attorney fees and expenses, or any of them, arising out of

or in connection with the performance or non-performance of any I-REN program by each MEMBER COG or any subcontractor or their officers, directors, employees or agents to the extent that the IOUs and/or each other MEMBER COG would have been protected.

10. Limitation of Liability. Except for indemnification for third-party liability claims in accordance with Section 8 of this MOA, the liability of WRCOG to the other MEMBER COGs for WRCOG's acts or omissions as the I-REN Administrative Lead is limited to no more than the following: (1) for claims of nonpayment, the amount of the reimbursement due to each MEMBER COG pursuant to Section 4 of this MOA; (2) for all other claims, the amount of the reimbursement to each MEMBER COG pursuant to Section 4 of this MOA in the calendar year(s) in which the acts or omissions occurred.

11. Relationship of the Parties. The officers, employees and agents of each MEMBER COG are not and shall not be deemed to be the officers, employees, or agents of any other MEMBER COG. Notwithstanding anything contained in this MOA to the contrary, a MEMBER COG shall not be responsible for the performance or non-performance hereunder of any other MEMBER COG or whether such performance meets applicable legal and regulatory requirements, nor be obligated to remedy any other MEMBER COG's defaults or defective performance.

12. No Third-Party Beneficiary. This MOA is only for the benefit of the MEMBER COGs and not for the benefit of any third party.

13. Exhibits. In the event of an inconsistency between this MOA and the Exhibits as attached hereto, the MOA shall control.

14. Term. The term of this MOA commences October __, 2022 (with retroactive effect as of January 1, 2022, for submission of claims under section 4(b)), and expires December 31, 2027, unless sooner terminated pursuant to section 6.

15. Amendments. This MOA shall only be amended upon approval from the governing bodies of each of the MEMBER COGs. WRCOG shall only consent to amendments to Sections 3.1, 4.3, 7.13, 14.5, and 19.1 and Article XIII of the Programs Agreement upon approval from the governing bodies of each of the MEMBER COGs.

16. Use of MEMBER COG's or I-REN's Name: Notwithstanding any contrary provisions in Section 10.4 of the Programs Agreement, WRCOG must receive approval from an authorized representative of the MEMBER COGs if the IOUs desire to use the name or logo of an individual MEMBER COG,

IN WITNESS WHEREOF, the MEMBER COGs enter into this MOA.

WRCOG

By: _____
Kurt Wilson
WRCOG Executive Director

Date: _____

APPROVED AS TO FORM:

By: _____
Steven DeBaun
General Counsel

SANBAG

By: _____
Curt Hagman
President, Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Juanda Daniel
Assistant General Counsel

CONCURRENCE:

By: _____

CVAG

By: _____
Tom Kirk
CVAG Executive Director

Date: _____

APPROVED AS TO FORM:

By: _____
Michael Jenkins
General Counsel

EXHIBIT A

Scope of Work

Task 1. Administration (Admin)

Admin activities include any actions necessary to support I-REN programs and ensure compliance with California Public Utilities Commission (CPUC) regulatory requirements. Admin activities include, but are not limited to, the following:

- Prepare, review, and submit reports and invoices
- Participate in CPUC regulatory activities (e.g., proceedings, rulemakings, workshops) either in person or via written comments

Task 2. Marketing, Education, and Outreach (ME&O)

ME&O activities include any communications activities designed to identify, reach, and motivate potential program participants to participate in a I-REN program. ME&O activities include, but are not limited to, the following:

- Development and deployment of marketing and outreach campaigns
- Preparation and distribution of explanatory mailers or other promotional materials
- Conducting or participating in outreach events
- Advertising, media, newspaper, website, and related marketing activities

Task 3. Direct Implementation (DI)

DI activities include any actions taken in the course of implementing I-REN programs related to program theory, planned program processes and direct interface with a program participant. DI activities include, but are not limited to, the following:

- Program planning, development, design, and implementation
- Development of program goals, budgets, and milestones
- Education and training of program participants and others (e.g., contractors, local governments)
- Providing program participant support and responding to participant inquiries (e.g., calls, emails, letters)
- Compiling and maintaining information (e.g., data, customer records) for program participants and projects

EXHIBIT B

Allowable Cost Categories

CPUC Allowable Costs Table¹

| Cost Categories | Allowable Costs |
|---------------------------------------|---|
| Administrative Cost Categories | Managerial and Clerical Labor |
| | IOU Labor - Clerical |
| | |
| | IOU Labor - Program Design |
| | IOU Labor - Program Development |
| | IOU Labor - Program Planning |
| | IOU Labor - Program/Project Management |
| | IOU Labor - Staff Management |
| | IOU Labor - Staff Supervision |
| | Subcontractor Labor - Clerical |
| | Subcontractor Labor - Program Design |
| | Subcontractor Labor - Program Development |
| | Subcontractor Labor - Program Planning |
| | Subcontractor Labor - Program/Project Management |
| | Subcontractor Labor - Staff Management |
| | Subcontractor Labor - Staff Supervision |
| | Human Resource Support and Development |
| | IOU Labor - Human Resources |
| | IOU Labor - Staff Development and Training |
| | IOU Benefits - Administrative Labor |
| | IOU Payroll Tax - Direct Implementation Labor ² |
| | IOU Payroll Tax - Marketing/Advertising/Outreach Labor ³ |
| | IOU Payroll Tax - Administrative Labor |
| | IOU Payroll Tax - Administrative Labor |
| | IOU Payroll Tax - Administrative Labor |
| | IOU Pension - Administrative Labor |
| | IOU Pension - Direct Implementation Labor |
| | IOU Pension - Marketing/Advertising/Outreach Labor |
| | Subcontractor Labor- Human Resources |
| | Subcontractor Labor - Staff Development and Training |
| | Subcontractor Benefits - Administrative Labor |
| | Subcontractor Benefits - Direct Implementation Labor |
| | Subcontractor Benefits - Marketing/Advertising/Outreach Labor |
| | Subcontractor Payroll Tax - Administrative Labor |
| | Subcontractor Payroll Tax - Direct Implementation Labor |
| | Subcontractor Payroll Tax - Marketing/Advertising/Outreach Labor |
| | Subcontractor Pension - Administrative Labor |
| | Subcontractor Pension - Direct Implementation Labor |
| | Subcontractor Pension - Marketing/Advertising/Outreach Labor |

| | |
|---|--|
| | Travel⁴ and Conference Fees⁵ |
| | IOU Conference Fees ⁶ |
| Administrative Cost Categories (Continued) | IOU Labor - Conference Attendance |
| | IOU Travel - Airfare |
| | IOU Travel - Lodging |
| | IOU Travel - Meals |
| | IOU Travel - Mileage |
| | IOU Travel - Parking |
| | IOU Travel - Per Diem for Misc. Expenses |
| | Subcontractor - Conference Fees |
| | Subcontractor Labor - Conference Attendance |
| | Subcontractor - Travel - Airfare |
| | Subcontractor - Travel - Lodging |
| | Subcontractor - Travel - Meals |
| | Subcontractor - Travel - Mileage |
| | Subcontractor - Travel - Parking |
| | Subcontractor - Travel - Per Diem for Misc. Expenses |
| | Overhead (General and Administrative) - Labor and Materials |
| | IOU Equipment Communications |
| | IOU Equipment Computing |
| | IOU Equipment Document Reproduction |
| | IOU Equipment General Office |
| | IOU Equipment Transportation |
| | IOU Food Service |
| | IOU Office Supplies |
| | IOU Postage |
| | IOU Labor - Accounting Support |
| | IOU Labor - Accounts Payable |
| | IOU Labor - Accounts Receivable |
| | IOU Labor - Administrative |
| | IOU Labor - Facilities Maintenance |
| | IOU Labor - Materials Management |
| | IOU Labor - Procurement |
| | IOU Labor - Shop Services |
| | IOU Labor - Transportation Services |
| | IOU Labor - Automated Systems |
| | IOU Labor - Communications |
| | IOU Labor - Information Technology |
| | IOU Labor - Telecommunications |
| | Subcontractor Equipment Communications |
| | Subcontractor Equipment Computing |
| Subcontractor Equipment Document Reproduction | |
| Subcontractor Equipment General Office | |
| Subcontractor Equipment Transportation | |
| Subcontractor Food Service | |
| Subcontractor Office Supplies | |
| Subcontractor Postage | |

| | |
|--|---|
| | Subcontractor Labor - Accounting Support |
| Administrative Cost Categories (Continued) | Subcontractor Labor - Accounts Payable |
| | Subcontractor Labor - Accounts Receivable |
| | Subcontractor Labor - Facilities Maintenance |
| | Subcontractor Labor - Materials Management |
| | Subcontractor Labor - Procurement |
| | Subcontractor Labor - Shop Services |
| | Subcontractor Labor - Administrative |
| | Subcontractor Labor - Transportation Services |
| | Subcontractor Labor - Automated Systems |
| | Subcontractor Labor - Communications |
| | Subcontractor Labor - Information Technology |
| | Subcontractor Labor - Telecommunications |
| Marketing/Advertising/Outreach Costs | IOU - Advertisements / Media Promotions |
| | IOU - Bill Inserts |
| | IOU - Brochures |
| | IOU - Door Hangers |
| | IOU - Print Advertisements |
| | IOU - Radio Spots |
| | IOU - Television Spots |
| | IOU - Website Development |
| | IOU Labor - Marketing |
| | IOU Labor - Media Production |
| | IOU Labor - Business Outreach |
| | IOU Labor - Customer Outreach |
| | IOU Labor - Customer Relations |
| | Subcontractor - Bill Inserts |
| | Subcontractor - Brochures |
| | Subcontractor - Door Hangers |
| | Subcontractor - Print Advertisements |
| | Subcontractor - Radio Spots |
| | Subcontractor - Television Spots |
| | Subcontractor - Website Development |
| | Subcontractor Labor - Marketing |
| | Subcontractor Labor - Media Production |
| | Subcontractor Labor - Business Outreach |
| | Subcontractor Labor - Customer Outreach |
| | Subcontractor Labor - Customer Relations |
| | Direct Implementation |
| Activity - Direct Labor | |
| IOU Labor - Curriculum Development | |
| IOU Labor - Customer Education and Training | |
| IOU Labor - Customer Equipment Testing and Diagnostics | |
| IOU Labor - Facilities Audits | |
| Subcontractor Labor - Facilities Audits | |
| Subcontractor Labor - Curriculum Development | |
| Subcontractor Labor - Customer Education and Training | |

| | | |
|--|--|------------------------------|
| Direct Implementation (Continued) | Subcontractor Labor - Customer Equipment Testing and Diagnostics | |
| | Installation and Service - Labor | |
| | IOU Labor - Customer Equipment Repair and Servicing | |
| | IOU Labor - Measure Installation | |
| | Subcontractor Labor - Customer Equipment Repair and Servicing | |
| | Subcontractor Labor - Measure Installation ⁷ | |
| | Direct Implementation Hardware and Materials | |
| | IOU Audit Applications and Forms | |
| | IOU Direct Implementation Literature | |
| | IOU Education Materials | |
| | IOU Energy Measurement Tools | |
| | IOU Installation Hardware | |
| | Subcontractor - Direct Implementation Literature | |
| | Subcontractor - Education Materials | |
| | Subcontractor - Energy Measurement Tools | |
| | Subcontractor - Installation Hardware | |
| | Subcontractor -Audit Applications and Forms | |
| | Rebate Processing and Inspection - Labor and Materials | |
| | IOU Labor - Field Verification | |
| | IOU Labor - Site Inspections | |
| | IOU Labor - Rebate Processing | |
| | IOU Rebate Applications | |
| | Subcontractor Labor - Field Verification | |
| | Subcontractor Labor - Rebate Processing | |
| | Subcontractor - Rebate Applications | |
| | Evaluation, Measurement and Verification | IOU Labor - EM&V |
| | | IOU Materials - EM&V |
| | | IOU Benefits - EM&V Labor |
| | | IOU Overhead - EM&V |
| | | IOU Payroll Tax - EM&V Labor |
| | | IOU Pension - EM&V Labor |
| | IOU Travel - EM&V | |
| | Subcontractor Labor - EM&V | |
| | Subcontractor Materials - EM&V | |
| | Subcontractor Benefits - EM&V Labor | |
| | Subcontractor Overhead - EM&V | |
| | Subcontractor Payroll Tax - EM&V Labor | |
| | Subcontractor Pension - EM&V Labor | |
| | Subcontractor Travel - EM&V | |
| <p>The budget/cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer funded energy efficiency work. If a utility finds that they or one of their contractors/program implementers have additional costs, the utility will obtain approval for that cost from the CPUC's Energy Division. Energy Division will determine whether that cost fits an existing category or cost item and whether it is an acceptable cost item. Upon ED approval, new cost items will be added to the Allowable Costs sheet and included in an updated reporting workbook. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item.</p> | | |

¹ The CPUC Allowable Costs Table, dated 1/12/2006, was issued by Administrative Law Judge (ALJ) Meg Gottstein on 2/21/2006 as an Appendix to R.01-08-028, her ALJ Ruling on Reporting Requirements [for utility EE programs]. The Table is applicable to Utilities, Local Government Partnerships, and Third-Party Implementers.

² Correction made to Allowable Costs Table line item. The original line item read, "IOU Payroll Tax – Administrative Labor," which was a repeat of the previous line and a typographical error. The clear intent of the line item was, "IOU Payroll Tax – Direct Implementation Labor."

³ Correction made to Allowable Costs Table line item. The original line item read, "IOU Payroll Tax – Administrative Labor," which was a repeat of the previous line and a typographical error. The clear intent of the line item was, "IOU Payroll Tax – Marketing/Advertising/Outreach Labor,"

⁴ Employees should refer to the Edison International Travel & Employee Expense Policy (link provided in §5.2 of this Policy) for general guidance on the appropriateness of and limitations on travel expenses.

⁵ For additional guidance and clarification on EE Travel and Conference Fees, see Item No. 2 on Page 2 of Attachment A and Item No. 4 on Page 2 of Attachment B.

⁶ Per Item No. 2 on Page 2 of Attachment A and Item No. 4 on Page 2 of Attachment B, "IOU sponsorships of EE conferences (i.e., "platinum" "gold" level donations) be [are] explicitly prohibited from inclusion in EE"

⁷ Correction made to Allowable Costs Table line item. The original line item read, "Subcontractor Labor – Customer Equipment Repair and Servicing," which was a repeat of the previous line and a typographical error. The clear intent of the line item was, "Subcontractor Labor – Measure Installation."

EXHIBIT C

I-REN Governance and Operations Charter

Inland Regional Energy Network (I-REN)

Governance and Operations Charter

Last Updated: October __, 2022

Purpose of Charter:

To provide the Inland Regional Energy Network (I-REN) member Councils of Governments (MEMBER COGs) and their staff with a simple and flexible governance and operations framework that:

- Defines roles and responsibilities, and delineates scopes of authority of the MEMBER COGs, I-REN Executive Committee, Administrative Lead COG, Program Managers, and Program Teams;
- Establishes processes and channels for effective and transparent communication and decision making; and
- Accommodates future expansion of programs and capacity to scale.

Overview of I-REN:

I-REN is a consortium of Coachella Valley Association of Governments (CVAG), San Bernardino Associated Governments (SANBAG), and Western Riverside Council of Governments (WRCOG), who have joined together to establish locally administered, designed, and delivered energy efficiency programs. I-REN's current portfolio of programs, as authorized by the California Public Utilities Commission (CPUC), includes:

- Workforce Education and Training (WE&T)
- Codes and Standards (C&S)
- Public Sector

I-REN's overall Administrative Lead COG is WRCOG. Each individual program in I-REN's portfolio is administered by one or more Program Lead COGs based on their existing expertise, interest, and knowledge of the region. One representative from each Program Lead COG is selected - by the Program Lead COG - to be the Program Manager. Each program has a Program Team, including at least one representative from each member COG.

The table below showing I-REN's initial staffing is included to illustrate the above:

| Sector | Program Lead COG(s) | Program Manager | Program Team Member Titles |
|---------------|---------------------|---|--|
| Public Sector | SANBAG and WRCOG | SANBAG Program Manager – co-lead WRCOG Program Manager – co-lead | CVAG – Program Manager/Mgmt. Analyst SANBAG – Program Manager/Mgmt Analyst WRCOG – Program |

| | | | |
|-----------------------------------|------------------|--|--|
| | | | Manager/Mgmt. Analyst Consultant support |
| Workforce, Education and Training | SANBAG and WRCOG | SANBAG Program Manager– co-lead WRCOG Program Manager – co-lead | CVAG – Program Manager/Mgmt. Analyst SANBAG – Program Manager/Mgmt Analyst WRCOG – Program Manager/Mgmt. Analyst Consultant support |
| Codes and Standards | CVAG | CVAG Program Manager | CVAG – Program Manager/Mgmt. Analyst SANBAG – Program Manager/Mgmt Analyst WRCOG – Program Manager/Mgmt. Analyst Consultant support |

* *Program Team members are encouraged to attend other meetings to facilitate coordination and learn about other program activities. Staff only involved in some program services or activities are included as Program Team members.*

Governance and Operations:

I-REN’s governance and operations framework consists of four main roles. Each role is listed below with its associated responsibilities and scopes of authority, as well as any relevant processes and channels intended to promote and enhance effective and transparent communication and decision making.

1. **I-REN Executive Committee:** I-REN is governed by an Executive Committee on which each MEMBER COG will have three votes. Each COG’s governing board will determine how its voting power will be exercised, including the number of representatives it will have on the Executive Committee and whether its representatives will be elected officials, staff members, or a combination of elected officials and staff members. Decisions will be made based on majority of the total votes cast on a matter, with each MEMBER COG having its full three votes independent of the number of its representatives present at the meeting.

The I-REN Executive Committee has final responsibility to make all executive decisions including:

- Establishing portfolio-level strategy and overall I-REN prioritization;
- Establishing and managing portfolio-level budgets;
- Addressing and resolving high-level programmatic concerns and issues such as program design, branding and marketing, strategy, procurement, and consulting support;

- Authorizing responses to relevant CPUC regulatory filings, inquiries, data requests, etc.
- Authorizing procurements above the threshold set in the procurement policy to be established by the I-REN Executive Committee.

2. **I-REN Administrative Lead COG:** WRCOG will serve as the fiscal agent, purchasing and contracting manager and primary regulatory contact manager for I-REN and as such is responsible as I-REN Administrative Lead COG for administering I-REN on a day-to-day basis in accordance with the Memorandum of Agreement for the 2022-2027 Inland Regional Energy Network (I-REN) dated October __, 2022, as the same may be amended from time to time, to which this Charter is an exhibit. WRCOG's administrative responsibilities include:

- Submitting monthly invoices to SoCalGas, I-REN's CPUC appointed Investor-Owned Utility (IOU) fiscal agent;
- Reporting to the CPUC on monthly, quarterly, and annual basis;
- Coordinating with CPUC Energy Division staff; and filing required regulatory submissions;
- Participating on the California Energy Efficiency Coordinating Committee (CAEECC);
- Managing all procurement and contracts;
- Providing oversight of budgets, expenses, and reimbursements;
- Coordinating with IOU leads for all regulatory requirements.
- Scheduling and drafting agendas for the I-REN Executive Committee, with input from the Program Managers.

WRCOG's Executive Director shall have the authority to take actions and execute agreements on behalf of WRCOG as the I-REN Administrative Lead COG following the approval of such actions and agreements as may be required by the I-REN Executive Committee in accordance with the procurement policy to be established by it referred to above.

3. **Program Managers:** As noted above, one representative from each Program Lead COG is selected - by the Program Lead COG - to be the Program Manager. Program Manager responsibilities include:

- Serving as the primary point of contact for all program-specific interactions with consultants and implementers. This includes project initiation, planning, execution, and monitoring and review. Project initiation will include gathering input from program team members. Intermediate deliverables at established milestones will also be distributed for Program Team member comment as appropriate;
- Recommending overall program decisions to the I-REN Executive Committee;
- Making program decisions to implement and operate the programs;
- Participating in local and state industry webinars, conferences and events, researching other similar programs, sharing and leveraging best practices to inform program design;
- Developing relationships with and understanding the needs of program stakeholders in all three COG subregions;
- Establishing a working group of such stakeholders to provide regular input to the Program Manager on the administration of the program;
- Coordinating with other Regional Energy Networks and IOUs regarding program design and delivery to enhance program performance and achieve mutual objectives;
- Developing and presenting program design and implementation strategies consistent with the Implementation Plan for Program Team member input and approval;

- Developing and updating annual Strategic Action Plans and work plans; and establishing and communicating program-level roles and priorities;
- Delegating tasks as appropriate to Program Team members;
- Managing program-level performance and providing program-level reporting to the I-REN Administrative Lead COG;
- Managing program-level budget;
- Scheduling and drafting agendas for Program Team meetings; sending agenda at least 24 hours prior to meeting; and sending meeting notes and action items within 24 hours after the meeting;
- Supporting CPUC regulatory filings (e.g. metrics) as necessary; and
- Coordinating and communicating with the I-REN Executive Committee, including preparing staff reports for the I-REN Executive Committee meetings.

4. **Program Teams:** Each I-REN program has a Program Team including at least one representative from each member COG as well as consultants and/or technical assistance providers. Program Team member responsibilities include:

- Developing relationships with and understanding the needs of stakeholders within the Program Team member’s subregion;
- Taking primary accountability for program implementation and operation within the Program Team member’s subregion, as directed by the Program Manager;
- Providing input and/or alternative suggestions for program design and implementation strategies presented by the Program Manager;
- Completing tasks and action items delegated by the Program Manager within the timeframe allotted;
- Understanding defined program-level roles and priorities and communicating with the Program Manager if and when clarification is needed;
- Identifying and communicating programmatic concerns and issues that warrant the consideration of the I-REN Executive Committee; and
- Attending and actively participating in weekly or bi-weekly Program Team meetings.

Inland Regional Energy Network (I-REN) Meetings

To further promote and enhance effective and transparent communication and decision-making, critical meetings with pre-established frequency and with invitations sent to all pertinent members have been identified and detailed in the matrix below. Each of the meetings has been previously referenced as a responsibility under each of the aforementioned roles.

| Meeting Type | Frequency | Mode | Time |
|--------------------------------------|---------------------------------|---------------------|------|
| I-REN Executive Committee | Quarterly | In-Person / Virtual | TBD |
| Program Team / Member COG All-Staff* | Bi-Weekly (or Weekly as needed) | Virtual | TBD |

*Member COG All-Staff meetings are meant to drive program implementation and resolve operational issues.

The I-REN Executive Committee is subject to the Brown Act. Meeting information will be generated and distributed in a manner consistent with the requirements of the Brown Act.

If a Program Manager or Program Team member is not present at meetings, it is such person's responsibility to review shared meeting notes and deliver assigned action items. All I-REN related meetings, events or related travel shall include an invitation to XX@IREN.gov.

I-REN Organization

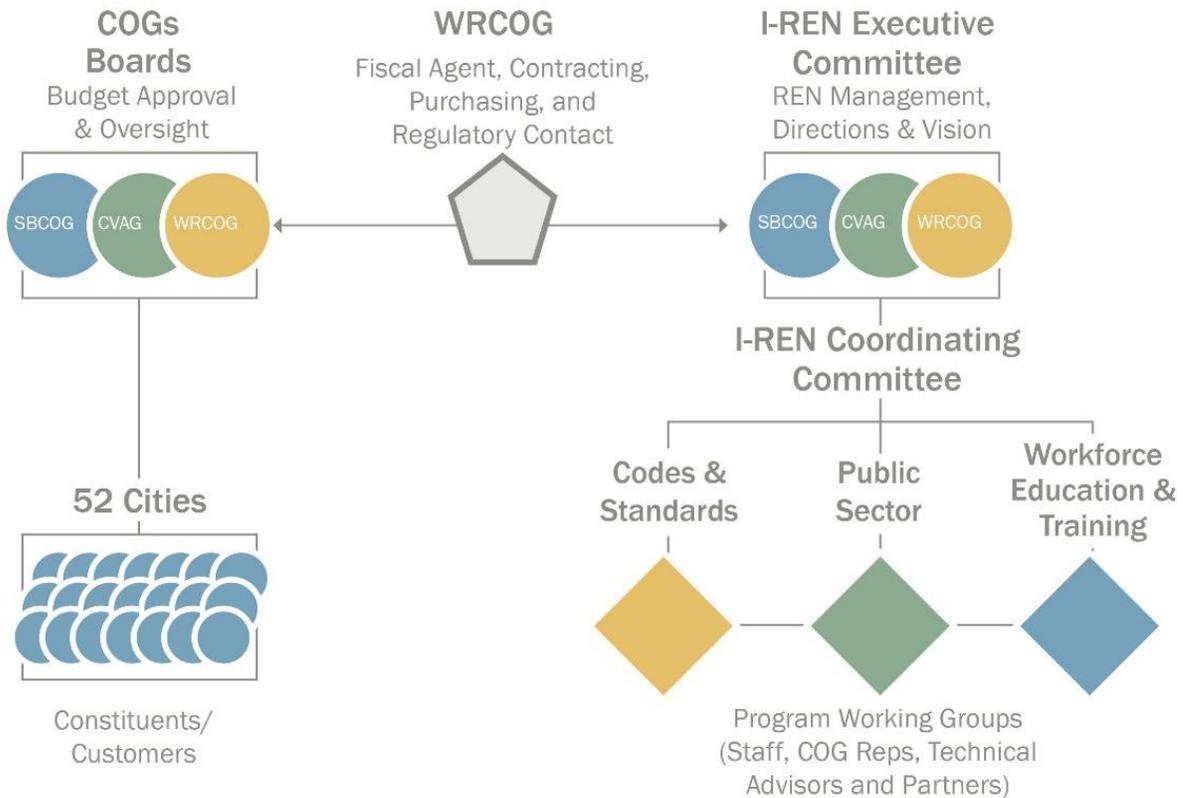


Figure 1-1. I-REN Governance

The I-REN organization builds on the robust and active Committee structure currently used for the three COGs (also referred to herein as the **I-REN governing agencies**). The graphic in Figure 1-1 illustrates the organization and the roles.

The COGs each have an Executive Committee which sets policy and oversees the budgets for the COGs. For I-REN, they will provide an oversight role to ensure accountability and service to the member cities. Representatives from the cities, the County Board of Supervisors, the Municipal Water Districts, and the Tribes collectively have seats on the Executive Committees for WRCOG, CVAG and SBCOG. By working together through the committee structure and utilizing resources, the COGs are cost-effective by reducing duplication of effort and sharing information, enabling strong advocacy and strengthening the Region’s standing.

WRCOG will serve as the fiscal agent, purchasing and contracting entity, and primary regulatory contact manager for I-REN. They will not have more decision-making power than the other COGs but will work through the committee structure to ensure equal engagement for the entire region.

Representatives from each COG will in turn be represented on the I-REN Committee and have equal power in I-REN decision making and management. The I-REN Committee will set all strategic direction,

vision, and specific policies related to the operation and management of REN activities, and will jointly consider regulatory issues.

The I-REN Committee will be advised by three programmatic working groups composed of I-REN staff, COG representatives, technical advisors, and partners. The Program Working Groups will focus on program design, implementation, marketing and outreach, and other day-to-day implementation activities. They will provide information, program proposals, and program tracking and monitoring reports to the I-REN Committee on a regular basis to ensure smooth operations and to address any issues or concerns that may arise.

I-REN Vision & Goals

The I-REN governing agencies have collectively developed a vision and three guiding goals to help shape its Business Plan, its future, and anticipated activities:

VISION

I-REN's vision is to connect residents, businesses, and local government to a wide range of energy efficiency resources to increase energy savings and equitable access throughout San Bernardino and Riverside counties.

GOAL 1.

Build capacity and knowledge to enable local governments to effectively leverage energy efficiency services and to demonstrate best practices. (Public Sector Chapter)

GOAL 2.

Ensure there is a trained workforce to support and realize energy efficiency savings goals across sectors. (WE&T Chapter)

GOAL 3.

Work closely with local building departments and the building industry to support, train, and enable long-term streamlining of energy code compliance. (Codes and Standards Chapter)

I-REN Service Territory

The Coachella Valley Association of Governments, San Bernardino Council of Governments, and the Western Riverside Council of Governments, collectively make up the Inland Regional Energy Network, who have been working together since 2019. The I-REN service territory covers over 27,000 square miles – an area nearly the size of the state of South Carolina – with a range of communities, populations, and needs. Vast areas of the region are historically underserved by traditional IOU and other PA programs as they are far away from major cities, have a lack of an available workforce, and socio-economic barriers make them less attractive to travel to provide services. I-REN, as a local government coalition, has a mission to equitably serve these outlying communities which are already part of the I-REN governing agencies’ organizational structures.

The Riverside-San Bernardino-Ontario Metropolitan Statistical Area (MSA)¹, which includes the counties of Riverside and San Bernardino, makes up approximately 11% of California’s total population, but their square mileage comprises approximately 17% of California’s land area. While the Los Angeles and San Francisco MSAs are the largest in the state by population, the Riverside-San Bernardino-Ontario MSA is a very close third – yet it has had historically low participation in energy efficiency programs and has been historically underserved by utility energy efficiency programs. This may be due in part to its distance of two- to three-hours to the Los Angeles MSA – many utility-run programs are administered from within the Los Angeles MSA, and naturally the program implementers focus their resources locally. I-REN is excited for the opportunity to administer regionally appropriate resources locally within the third-largest MSA in the state.

- Riverside County: Population 2,189,641 (2010 Census), covering 7,208 square miles; population density of 304 people/square mile
- San Bernardino County: Population 2,035,210, covering 20,105 square miles (largest county in the United States by area); population density of 101 people/square mile



Figure 1-1. I-REN Service Territory Map²

¹ “Metropolitan Statistical Area (MSA) is a geographical area with a population of 50,000 or more, plus adjacent territory that has a high degree of social and economic integration with the core as measured by commuting ties.” Definition Provided by the California Employment Development Department.

² Source: <https://censusreporter.org/profiles/31000US40140-riverside-san-bernardino-ontario-ca-metro-area/>

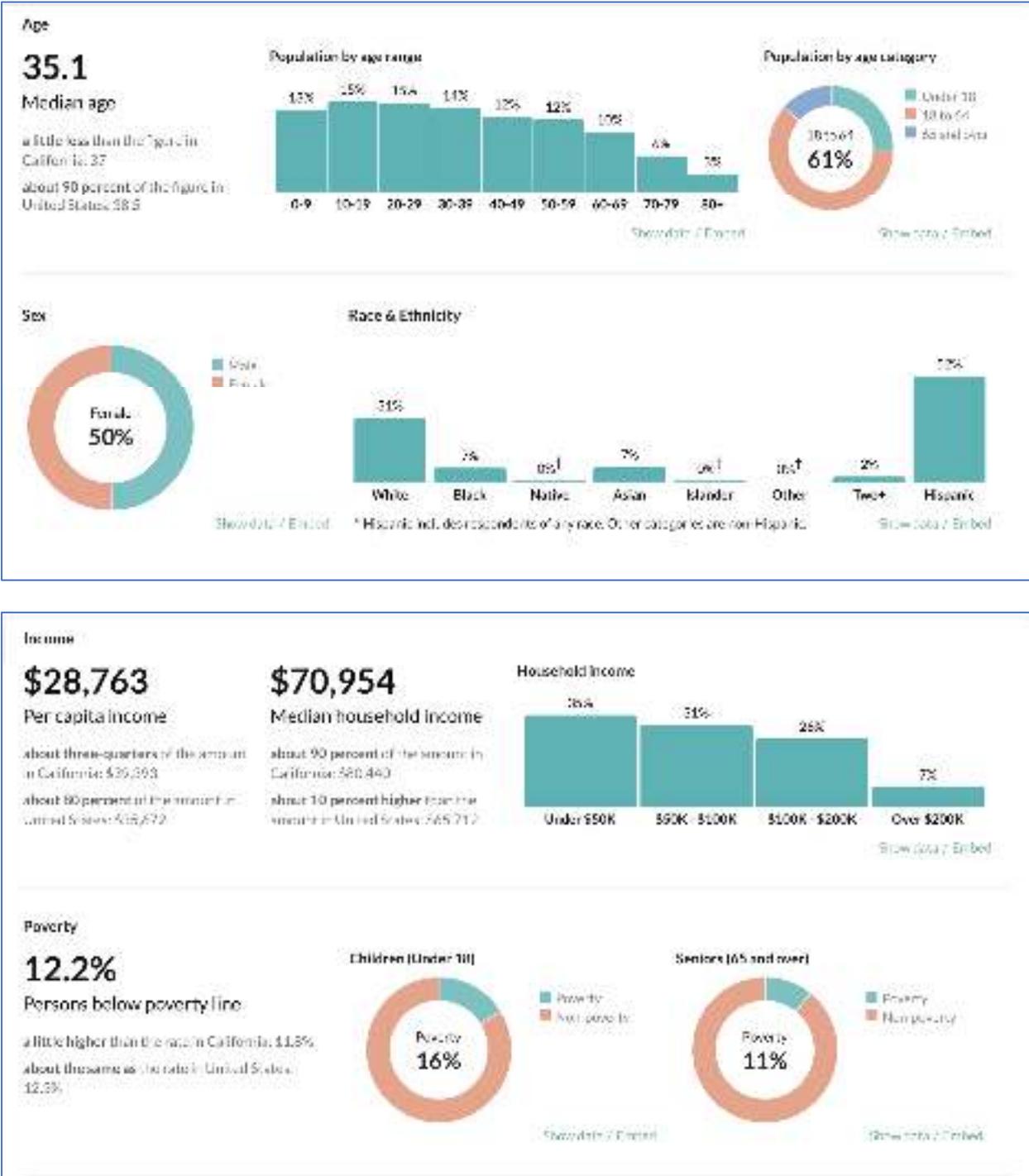


Figure 1-2. Riverside-San Bernardino-Ontario MSA Demographic & Income Data³

³ Source: <https://censusreporter.org/profiles/31000US40140-riverside-san-bernardino-ontario-ca-metro-area/>

I-REN's service territory also includes several relatively new cities incorporated in recent years. The region's continued growth and increasingly hot and dry weather will likely result in an overall increase in energy consumption in the coming years. In addition, the I-REN territory has large sections of the region that are characterized as disadvantaged communities (DACs) as defined by SB 535, tribal lands, or with a population with a median income 60% below the statewide median, as seen in the maps and data in the I-REN Business Plan⁵. These factors contribute to a substantial need for focused, consistent, local engagement to serve these communities and to help reduce energy consumption over time.

The Inland Empire has economic strengths with a growing economy pre-COVID, but also has many socioeconomic vulnerabilities. The I-REN territory has approximately 16% living in poverty (compared to 14.7% living in poverty in California), with 38% of those being Hispanic and 34% white.⁶ With I-REN's service territory being among the hottest and driest regions of California and harsh climate conditions in summer months, vulnerable populations such as children, the elderly, and low-to-moderate income families benefit from public gathering spaces that offer protection from extreme heat. Further, these conditions require air conditioning in most buildings resulting in high utility bills and energy use.

I-REN's public sector jurisdictions include two counties, 52 cities, 115 special districts, unincorporated communities, and 15 tribal areas, ranging in size from less than a dozen tribal members in the Augustine Band of Cahuilla Indians to more than 300,000 residents in the City of Riverside.⁷ For additional information and analysis on I-REN's public sector jurisdictions, please see Appendix B: Public Sector Market Analysis⁸.

When single family residential new construction slowed elsewhere in California after the 2008 housing crisis, the Inland Empire continued to see new single family housing starts due to the greater availability and lower cost of developable land.⁹ Data from the 2018 US Census indicates that the I-REN territory represents 13% of California's total new residential permits, despite having 11.6% of the population. In 2018, more than 78% of new permits in the Riverside-San Bernardino-Ontario, CA MSA were for single family homes. Data from the 2018 US Census indicates that the I-REN territory represents 13% of California's total new residential permits, despite having 11.6% of the population.¹⁰ In 2018, more than 78% of new permits in the Riverside-San Bernardino-Ontario, CA MSA were for single family homes.

The California Finance Department reported that between 2010 and 2019, the Inland Empire added 407,476 people to reach a population of 4,632,327.¹¹ The region has seen steady growth over the last decade following the Great Recession, as people moved away from coastal areas with a higher cost of living.

⁵ I-REN Business Plan, 1.11-1.13.

⁶ <https://datausa.io/profile/geo/riverside-san-bernardino-ontario-ca#economy>

⁷ U.S. Census Bureau, 2010.

⁸ I-REN Business Plan, B.1.

⁹ Building the Future: Construction in Southern California. LAEDC Institute for Applied Economics. September 2016. Available online. Accessed October 2020. https://laedc.org/wp-content/uploads/2016/12/Construction_FINAL_20161110.pdf

¹⁰ 2018 Annual Permits Data for New Houses. <https://www.census.gov/construction/bps/msaannual.html>

¹¹ Inland Empire Quarterly Economic Report. Economics & Politics, Inc. October 2019. Available Online. Accessed October 2020. <http://www.johnhusing.com/QUER%20Reports/QUER%20October%202019.pdf>

CVAG's member agencies include City of Blythe, City of Cathedral City, City of Coachella, City of Desert Hot Springs, City of Indian Wells, City of Indio, City of La Quinta, City of Palm Desert, City of Palm Springs, City of Rancho Mirage, Agua Caliente Band of Cahuilla Indians, Cabazon Band of Mission Indians, and Torrez Martinez Tribe.

SANBAG/SBCOG's member agencies include the Town of Apple Valley, City of Adelanto, City of Barstow, City of Big Bear Lake, City of Chino, City of Chino Hills, City of Colton, City of Fontana, City of Grand Terrace, City of Hesperia, City of Highland, City of Loma Linda, City of Montclair, City of Needles, City of Ontario, City of Rancho Cucamonga, City of Redlands, City of Rialto, City of San Bernardino, City of Twentynine Palms, City of Upland, City of Victorville, City of Yucaipa, the Town of Yucca Valley.

WRCOG's member agencies include The County of Riverside , the City of Banning, the City of Beaumont, the City of Calimesa, the City of Canyon Lake, the City of Corona, the City of Eastvale, City of Hemet, the City of Jurupa Valley, the City of Lake Elsinore, the City of Menifee, the City of Moreno Valley, the City of Murrieta, the City of Norco, City of Perris, the City of Riverside, the City of San Jacinto, the City of Temecula, the City of Wildomar, the Eastern Municipal Water District, the Western Municipal Water District, and the Riverside County Superintendent of Schools.