Western Riverside Council of Governments
Executive Committee

AGENDA

Monday, November 6, 2017
2:00 p.m.

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

In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if special assistance is needed to participate in the Executive Committee meeting, please contact WRCOG at (951) 955-8308. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility at the meeting. In compliance with Government Code Section 54957.5, agenda materials distributed within 72 hours prior to the meeting which are public records relating to an open session agenda item will be available for inspection by members of the public prior to the meeting at 4080 Lemon Street, 3rd Floor, Riverside, CA, 92501.

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

1. CALL TO ORDER / ROLL CALL (Debbie Franklin, Chair)

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENTS

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

4. CONSENT CALENDAR

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

Action items:

A.	**Summary Minutes from the October 2, 2017, Executive Committee Meeting are Available for Consideration**		**P. 1**

Requested Action: *1. Approve the Summary Minutes from the October 2, 2017, Executive Committee meeting.*

B.	**Summary Minutes from the October 19, 2017, Executive Committee Special Meeting are Available for Consideration**		**P. 9**

Requested Action: *1. Approve the Summary Minutes from the October 19, 2017, Executive Committee special meeting.*

C.	**1st Quarter Draft Budget Amendment for Fiscal Year 2017/2018**	***Ernie Reyna***	**P. 11**

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

D.	**General Assembly and Executive Committee Meeting Schedule for 2018**	***Janis Leonard***	**P. 21**

Requested Action: *1. Approve the Schedule of General Assembly and Executive Committee meetings for 2018.*

E.	**Transportation Department Activities Update**	***Christopher Gray***	**P. 27**

Requested Actions:

1. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Jurupa Valley for the Van Buren Boulevard Widening Project in an amount not to exceed $455,000.

2. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Jurupa Valley for the Limonite Avenue Widening Project in an amount not to exceed $460,000.

3. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Banning for the Highland Springs Avenue/I-10 Interchange in an amount not to exceed $2,000,000.

Information items:

F.	**Finance Department Activities Update Including Agency Audit and Upcoming Annual TUMF Compliance Review by Agencies**	***Ernie Reyna***	**P. 109**

Requested Action: *1. Receive and file.*

G.	**Environmental Department Activities Update**	***Dolores Badillo***	**P. 141**

Requested Action: *1. Receive and file.*

H.	**Western Riverside Energy Partnership Activities Update**	***Tyler Masters***	**P. 145**

Requested Action: *1. Receive and file.*

I.	**Western Community Energy Activities Update**	***Barbara Spoonhour***	**P. 149**

Requested Action: *1. Receive and file.*

J.	**SANDAG Borders Committee Activities Update**	***Rick Bishop***	**P. 181**

Requested Action: *1. Receive and file.*

K.	**Single Signature Authority Report**	***Ernie Reyna***	**P. 187**

Requested Action: *1. Receive and file.*

L.	**Regional Streetlight Program Activities Update**	***Tyler Masters***	**P. 195**

Requested Action: *1. Receive and file.*

M.	**Visioning Session Summary**	***Jennifer Ward***	**P. 201**

Requested Action: *1. Receive and file.*

N.	**WRCOG Committees and Agency Activities Update**	***Rick Bishop***	**P. 205**

Requested Action: *1. Receive and file.*

O.	**Local Input Process for Southern California Association of Governments (SCAG) Planning Documents**	***Andrea Howard***	**P. 221**

Requested Action: *1. Receive and file.*

P.	**Grant Writing Assistance Program**	***Christopher Tzeng***	**P. 231**

Requested Action: *1. Receive and file.*

5. REPORTS / DISCUSSION

A.	**PACE Programs Activities Update**	***Casey Dailey, WRCOG***	**P. 273**

Requested Actions:

1. Receive WRCOG PACE Program Summary.

2. Accept the City of Petaluma as Associate Member of the Western Riverside Council of Governments.

3. Adopt WRCOG Resolution Number 45-17; A Resolution of the Executive Committee of the Western Riverside Council of Governments declaring its intention to modify the California HERO Program Report so as to increase the Program area within which contractual assessments may be offered and setting a public hearing thereon.

4. *Direct WRCOG to defer the judicial foreclosure proceeding and to direct the Executive Director to execute a purchase and sale agreement for WRCOG's collection rights to a third party for 237 delinquent residential parcels totaling $697,431.96 and to SAMAS Capital for one commercial parcel for $7,548.20.*

B. Presentation by the Morongo Band of Mission Indians — ***Robert Martin, Morongo Band of Mission Indians*** — **P. 301**

Requested Action: *1. Receive and file.*

C. Report from the League of California Cities — ***Erin Sasse, League of California Cities*** — **P. 303**

Requested Action: *1. Receive and file.*

D. Public Service Fellowship Activities Update — ***Cynthia Mejia*, *WRCOG*** — **P. 305**

Requested Actions:
1. Allocate $300,000 from Agency carryover funds for the remainder of the Public Service Fellowship, Round II.
2. Allocate $400,000 from Agency carryover funds for the continuation of the Public Service Fellowship, with Round III commencing in January 2018.

6. REPORT FROM THE TECHNICAL ADVISORY COMMITTEE CHAIR — ***Alex Diaz***

7. REPORT FROM COMMITTEE REPRESENTATIVES

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

8. REPORT FROM THE EXECUTIVE DIRECTOR — ***Rick Bishop***

9. ITEMS FOR FUTURE AGENDAS — ***Members***

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

10. GENERAL ANNOUNCEMENTS — ***Members***

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

11. NEXT MEETING: **The next Executive Committee meeting is scheduled for Monday, December 4, 2017, at 2:00 p.m., at the County of Riverside Administrative Center, 1st Floor Board Chambers.**

12. ADJOURNMENT

Western Riverside Council of Governments

4.A

Regular Meeting

~ Minutes ~

Monday, October 2, 2017 | **2:00 PM** | **County Administrative Center**

1. CALL TO ORDER

The meeting was called to order on at 2:00 p.m. on October 2, 2017, at the Riverside County Administrative Center, 4080 Lemon Street, Riverside, CA.

Chairwoman Franklin called for a moment of silence in honor of the victims of the Las Vegas shooting and the passing of Committee member Brenda Dennstedt's daughter, Lianne.

Attendee Name	Member	Status	Arrived / Departed
City of Banning	Debbie Franklin	Present	1:58 PM
City of Beaumont		Absent	
City of Calimesa	Jeff Hewitt	Present	1:56 PM
City of Canyon Lake		Absent	
City of Corona	Eugene Montanez	Present	1:58 PM
City of Eastvale	Adam Rush	Present	1:58 PM
City of Hemet	Bonnie Wright	Present	1:58 PM
City of Jurupa Valley	Laura Roughton	Present	1:58 PM
City of Lake Elsinore	Brian Tisdale	Present	1:56 PM
City of Menifee	John Denver	Present	1:58 PM
City of Moreno Valley	Victoria Baca	Present	1:57 PM
City of Murrieta	Kelly Seyarto	Present	1:58 PM
City of Norco	Kevin Bash	Present	1:58 PM
City of Perris		Absent	
City of Riverside	Rusty Bailey	Present	1:58 PM
City of San Jacinto	Crystal Ruiz	Present	1:58 PM
City of Temecula	Mike Naggar	Present	1:58 PM
City of Wildomar	Ben Benoit	Present	1:58 PM
District 1	Kevin Jeffries	Present	2:01 PM
District 2		Absent	
District 3	Chuck Washington	Present	1:58 PM
District 5	Marion Ashley	Present	2:01 PM
EMWD	David Slawson	Present	1:58 PM
WMWD	Brenda Dennstedt	Present	1:58 PM
Morongo		Absent	
Office of Education	Judy White	Present	1:57 PM
TAC Chair	Alex Diaz	Absent	1:57 PM
Executive Director	Rick Bishop	Present	1:58 PM

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

2. PLEDGE OF ALLEGIANCE

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

3. PUBLIC COMMENTS

There were no public comments.

4. CONSENT CALENDAR

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

A. Summary Minutes from the September 11, 2017, Executive Committee Meeting are Available for Consideration

<u>Action</u>: *1. Approved the Summary Minutes from the September 11, 2017, Executive Committee meeting.*

B. Revised Summary Minutes from the August 7, 2017, Executive Committee Meeting are Available for Consideration

<u>Action</u>: *1. Approved the Revised Summary Minutes from the August 7, 2017, Executive Committee meeting.*

C. Finance Department Activities Update Including Agency Audit and Upcoming Annual TUMF Compliance Review by Agencies

<u>Action</u>: *1. Received and filed.*

D. Environmental Department Activities Update

<u>Action</u>: *1. Received and filed.*

E. Western Riverside Energy Partnership Activities Update

<u>Action</u>: *1. Received and filed.*

5. REPORTS / DISCUSSION

A. PACE Programs Activities Update and PACE Programs Public Hearing

Casey Dailey, WRCOG Director of Energy and Environmental Programs, reported that after today's meeting there will be 371 jurisdictions participating in the California HERO Program. To date, nearly 78,000 projects have been completed collectively, totaling over $1.6 billion in financed improvements.

Recent legislation supported by WRCOG, SB 242, implements a new series of consumer protections. While this legislation is not effective until January 2018, WRCOG's PACE Programs have already implemented many of these new requirements.

AB 1284 establishes a statewide regulatory framework for PACE providers and contractors for licensing, background investigations, etc. This legislation makes key changes to the underwriting criteria to ensure property owners have the ability to pay. WRCOG's PACE Programs already include many of these new requirements.

Greenworks and Ygrene PACE providers have both expressed interest in working under WRCOG's PACE umbrella. Greenworks would like to partner with WRCOG on a commercial Program, as Renovate America no longer does this.

Greenworks is a commercial only provider and has been in operation since 2015, and is the architects of the Connecticut Green Bank C-PACE Program.

Ygrene operates commercial and residential Programs and has been in operation since 2010.

Chairwoman Franklin opened the Public Hearing; there were no comments and the Public Hearing was closed.

***Actions*:**

1. *Received WRCOG PACE Summary.*
2. *Conducted a Public Hearing regarding the inclusion of the County of Tulare unincorporated areas.*
3. *Adopted WRCOG Resolution Number 41-17; A Resolution of the Executive Committee of the Western Riverside Council of Governments rescinding Resolution Number 14-16 authorizing Renovate America, Inc., to administer and finance eligible improvements to be installed on commercial property and rescinding all approvals and other authorizations granted under such resolution.*
4. *Adopted WRCOG Resolution Number 42-17; A Resolution of the Executive Committee of the Western Riverside Council of Governments confirming modification of the California Program HERO Report so as to expand the Program area within which contractual assessments may be offered.*
5. *Adopted WRCOG Resolution Number 43-17; A Resolution of the Executive Committee of the Western Riverside Council of Governments Authorizing the Issuance of PACE Funding Bonds, amending the Program Report and approving the form of a Professional Administrative Agreement with PACE Funding Group, LLC, Indenture of Trust, Bond Purchase Agreement, Depository and Account Control Agreement, Professional Services Agreement for Assessment Administration for the issuance of Bonds for the WRCOG PACE Funding Program and appointing a Trustee.*
6. *Supported the Administration & Finance Committee's recommendation to direct and authorize the Executive Director to enter into contract negotiations and execute any necessary documents to include Greenworks under WRCOG's PACE umbrella.*
7. *Supported the Administration & Finance Committee's recommendation to direct and authorize the Executive Director to enter into contract negotiations and execute any necessary documents to include Ygrene under WRCOG's PACE umbrella.*

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

B. Presentation by the Morongo Band of Mission Indians

Tribal Chairman Robert Martin was unable to attend; this presentation will be rescheduled for a later date.

Action: *1. Staff will coordinate with Morongo staff to reschedule this presentation.*

C. Report from the League of California Cities

Erin Sasse, League of California Cities, reported that the Governor signed the housing package on Friday; Ms. Sasse highlighted the bills within that package.

SB 540 (Roth) will allow CEQA up front for five years in designated areas; the League was a sponsor of this bill.

SB 2 (Atkins) included a $75 fee on real estate transactions. Within this bill there is a 50% allocation of funds in the first year for local governments to update planning documents.

SB 3 (Beall), the Veterans and Affordable Housing Bonds, will be on the November ballot; the League supports this bill.

The League still has concerns with SB 35 (XX) and how local governments will be penalized with respect to Regional Housing Needs Assessment numbers.

AB 1250 (Jones-Sawyer) did not make it to the Governor for signature; the cities were removed from the language; however, the counties are still included.

AB 890 (Medina) has not yet been acted upon by the Governor. Given the significant amendments, the League has removed its position of opposition.

SB 1 (Beall) requires submittal of project lists by October 16, 2017. The League has posted a toolkit on its website.

A golf tournament is scheduled for October 9, 2017. The next Division meeting is scheduled for November 13, 2017, in the City of Norco.

Action: *1. Received and filed.*

D. Regional Streetlight Program Activities Update

Tyler Masters, WRCOG Program Manager, reported that 11 jurisdictions are confirmed to acquire streetlights from Southern California Edison. These jurisdictions will save over $51 million (estimated) over a 20-year period.

At its last meeting the Committee directed the Executive Director to enter contract negotiations with Siemens Industry, Inc. A contract was secured at just over $5.1 million over a five-year period. The scope of work includes labor and some of the equipment to retrofit the streetlights as well as five years of operations & maintenance and a web-based reporting system.

A Request for Quotes was released in September seeking vendors interested in providing LED streetlights for jurisdiction-owned streetlights. The submittal deadline is the end of October.

Action: 1. *Directed the Executive Director, subject to legal counsel review and approval, to enter into a contract agreement with Siemens Industry, Inc., Intelligent Traffic Systems, for regional streetlight retrofit and ongoing operations & maintenance services in an amount not to exceed $5,913,073 over a five year contract period.*

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

E. Allocation of Funding for Regional Sustainability Demonstration Center Feasibility Study

Andrea Howard, WRCOG Senior Analyst, reported that the EXPERIENCE Center would focus on the six areas of health, economic development, education, transportation, water, and the environment. The Center would provide event and meeting space and showcase best practices in areas such as sustainable building, landscaping, and healthy design.

In August 2016, the Administration & Finance Committee allocated Agency carryover funds toward Agency reserves, indicating that some could be used for this EXPERIENCE concept.

In January 2017 WRCOG released a call for interested partners; responses were received from member jurisdictions who were interested in citing the center in their jurisdiction, as well as private and non-profit sectors.

In March 2017, WRCOG released a Request for Proposal for on-call planning assistance which included a task for a Feasibility Study. PlaceWorks was chosen as the consultant.

Committee member Jeff Hewitt asked how much it would cost to implement the EXPERIENCE Center.

Ms. Howard responded that the Feasibility Study would determine that cost and also identify partners which would assist in funding.

Rick Bishop, WRCOG Executive Director, indicated that the Administration & Finance Committee has expressed an interest in this matter but also has the same concerns. The Feasibility Study would, among other matters, take an in-depth look at the three potential sites offered by three member jurisdictions. If this matter were to move forward, funding partners would be sought as well as other funding sources.

Karen Gully of PlaceWorks indicated that involvement by member jurisdictions would be beneficial. Advisors would be brought in who have done this type of project before.

Committee member Kevin Jeffries asked where the revenues to fund this project come from and if they are restricted revenues, and indicated that he was not in favor of the project moving forward.

Ms. Howard responded that funding was set aside from Agency carryover funds.

Ernie Rena, WRCOG Chief Financial Officer, indicated that the funds set aside for this project are not restricted.

Committee member Kelly Seyarto indicated that Feasibility Studies are not cheap. It would be more expensive to take a chance on such a project without a study in the event the project was not successful.

Committee member Kevin Bash expressed support for moving forward with the Feasibility Study and discussed the need for millennials to be involved.

Committee member Eugene Montanez indicated that if this project moves forward it needs to be in a central location.

Committee member Judy White indicated that this type of venue is necessary for true collaboration and opportunity. Committee member White indicated that she would commit to educational resources.

Committee member David Slawson indicated that in order to have a viable community it must be attacked with multiple prongs. This project would be a positive addition to the subregion.

Action: 1. *Supported the Administration & Finance Committee's recommendation to authorize and direct the Executive Director to enter into a contract agreement with PlaceWorks to perform the EXPERIENCE Feasibility Study in an amount not to exceed $249,823.*

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

F. TUMF Program Activities Update

Christopher Gray, WRCOG Director of Transportation, reported that Public Hearings on the updated TUMF Ordinance / Resolution are being approved by a majority of member jurisdictions; only a few remain and are scheduled within the next week or so.

A thorough review of credit agreements has been completed. WRCOG has received approximately $136M in TUMF, which has been offset by reimbursement agreements totaling $166M, and an additional $23M have been reimbursed to developers who have gone above and beyond their TUMF obligation. Minor changes to the credit agreement will be reviewed by the Public Works Committee and brought through the Committee structure for approval.

The TUMF calculation handbook is being updated to include calculations for fueling stations and fulfillment / logistics centers; however, data for fulfillment centers is not available so a study will be conducted.

A Reimbursement Manual will be presented for approval in the near future. This document will guide jurisdictions in expedited reimbursements for TUMF facilities.

Actions:

1. *Authorized the Executive Director to execute a TUMF reimbursement Agreement with the City of Lake Elsinore for the SR-74 / I-15 Interchange Project in an amount not to exceed $2,634,251.*
2. *Authorized the Executive Director to execute a TUMF Reimbursement Agreement with the City of Riverside for the Adams Street / SR-91 Interchange Project in an amount not to exceed $4,100,000.*

MOVER:	City of Murrieta
SECONDER:	City of San Jacinto
AYES:	Banning, Calimesa, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Riverside, San Jacinto, Wildomar, District 1, District 3, District 5 (the water districts do not vote on TUMF matters)
ABSENT:	Beaumont, Canyon Lake, Perris, District 2, Morongo

6. REPORT FROM THE TECHNICAL ADVISORY COMMITTEE CHAIR

Alex Diaz, Technical Advisory Committee (TAC) Chairman, reported that last month's meeting was cancelled, and the next meeting is scheduled for October 19, 2017.

7. REPORT FROM COMMITTEE REPRESENTATIVES

Debbie Franklin, Southern California Association of Governments' Community, Economic & Human Development Committee representative, reported that an Economic Summit is scheduled for November 9, 2017.

Ben Benoit, South Coast Air Quality Management District (AQMD) representative for cities in Riverside County, reported that AQMD Chairman Dr. William Burke was recently reappointed.

8. REPORT FROM THE EXECUTIVE DIRECTOR

Rick Bishop reported that WRCOG's Visioning Session is scheduled for October 12, 2017, at the Western Municipal Water District facility, and will be facilitated by Bill Higgins, Executive Director of the California Association of Councils of Governments.

9. ITEMS FOR FUTURE AGENDAS

There were no items for future agendas.

10. GENERAL ANNOUNCEMENTS

Committee member Brenda Dennstedt thanked staff and Committee members for their support and well wishes for the loss of her daughter, Lianne Dennstedt.

11. CLOSED SESSION

There were no reportable actions.

12. NEXT MEETING

The next WRCOG Executive Committee meeting is scheduled for Monday, November 6, 2017, at 2:00 p.m., at the County of Riverside Administrative Center, 1st Floor Board Chambers.

13. ADJOURNMENT

The meeting adjourned at 3:20 p.m.

Western Riverside Council of Governments

4.B

Special Meeting

~ Minutes ~

Thursday, October 19, 2017 | **3:00 PM** | **County Administrative Center**

1. CALL TO ORDER

The meeting was called to order on at 3:05 p.m. on October 19, 2017, at the Riverside County Administrative Center, 4080 Lemon Street, Riverside, CA.

Attendee Name	Member	Status	Arrived / Departed
City of Banning	Debbie Franklin	Present	3:00 PM
City of Beaumont	Lloyd White	Present	3:00 PM
City of Calimesa	Jeff Hewitt	Present	3:00 PM
City of Canyon Lake		Absent	
City of Corona		Absent	
City of Eastvale	Adam Rush	Present	3:00 PM
City of Hemet	Bonnie Wright	Present	3:00 PM
City of Jurupa Valley	Laura Roughton	Present	3:00 PM
City of Lake Elsinore		Absent	
City of Menifee	John Denver	Present	3:00 PM
City of Moreno Valley	Victoria Baca	Present	3:00 PM
City of Murrieta	Jonathan Ingram	Present	3:00 PM
City of Norco	Kevin Bash	Present	3:00 PM
City of Perris	Rita Rogers	Present	3:00 PM
City of Riverside	Rusty Bailey	Present	3:00 PM
City of San Jacinto	Crystal Ruiz	Present	3:00 PM
City of Temecula	Mike Naggar	Present	3:00 PM
City of Wildomar		Absent	
District 1		Absent	
District 2		Absent	
District 3	Chuck Washington	Present	3:00 PM
District 5	Marion Ashley	Present	3:00 PM
EMWD		Absent	
WMWD		Absent	
Morongo		Absent	
Office of Education		Absent	
TAC Chair		Absent	
Executive Director	Rick Bishop	Present	3:00 PM

2. PLEDGE OF ALLEGIANCE

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

3. PUBLIC COMMENTS

There were no public comments.

4. CLOSED SESSION

There were no reportable actions.

RESULT:	**APPROVED AS RECOMMENDED [UNANIMOUS]**
MOVER:	City of Murrieta
SECONDER:	City of Eastvale
AYES:	Banning, Beaumont, Calimesa, Eastvale, Hemet, Jurupa Valley, Menifee, Moreno Valley, Murrieta, Norco, Riverside, San Jacinto, Temecula, District 3, District 5
ABSENT:	Canyon Lake, Corona, Lake Elsinore, Wildomar, District 1, District 2 (the water districts and Morongo do not vote on TUMF matters)

5. GENERAL ANNOUNCEMENTS

There were no general comments.

6. NEXT MEETING

The next WRCOG Executive Committee meeting is scheduled for Monday, November 6, 2017, at 2:00 p.m., at the County of Riverside Administrative Center, 1st Floor Board Chambers.

7. ADJOURNMENT

The meeting adjourned at 3:20 p.m.

Item 4.C

Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **1st Quarter Draft Budget Amendment for Fiscal Year 2017/2018**

Contact: **Ernie Reyna, Chief Financial Officer, ereyna@wrcog.us, (951) 955-8432**

Date: **November 6, 2017**

The purpose of this item is to *request approval of WRCOG's 1st Quarter Draft Budget Amendments for Fiscal Year (FY) 2017/2018, as identified in the attachment to this staff report. The staff report includes a summary of increases and/or decreases to both revenues and expenditures by department.*

Requested Action:

1. Approve the 1st Quarter Draft Budget Amendment for Fiscal Year 2017/2018.

General Fund

For the 1st Quarter of FY 2017/2018, there will be no adjustments made to the General Fund Budget.

Revenue increase to the General Fund: ***$0***
Expenditure increase to the General Fund: ***$0***

Transportation Department

The TUMF Program is decreasing the Local Transportation Fund (LTF) revenue. When the Budget was created, LTF funds were projected at $825,000 based on previous year receipts. LTF funding varies depending on revenue received by the Riverside County Transportation Commission (RCTC), which is then distributed to WRCOG and the Coachella Valley Association of Governments (CVAG). The actual amount of the allocation is determined via a formula and therefore can vary on a yearly basis. The FY 2017/2018 allocation from RCTC was determined to be $726,000. Based on this revised allocation, there will be a reduction of $99,000 in revenue in the amended Budget. This reduction in revenue will be partially offset through the receipt of $25,000 from the County of Riverside for an update to the Riverside County Traffic Analysis Model (RIVTAM), which will be jointly funded through efforts between WRCOG, RCTC, Riverside County, and CVAG. The net loss in revenue of $74,000 will be offset through corresponding reductions in expenditures, particularly for consultant expenses. The Transportation Department will still maintain a balanced Budget as the TUMF revenue projections remain the same and cover all anticipated expenditures.

WRCOG received the first payment from the City of Beaumont related to the settlement between WRCOG and the City. This initial payment is in the amount of $4.1 million, which is logged as increased revenue for the Transportation Department under the TUMF Program. WRCOG will allocate these funds to projects in the Cities of Banning (Highland Springs Avenue interchange) and Calimesa (Cherry Valley Boulevard), so there will be a corresponding increase in TUMF expenditures. WRCOG will provide these funds to these Cities on a reimbursement basis. Additional funds received by WRCOG related to the settlement will be reflected in a similar fashion with an increase in revenue and a corresponding increase in expenditures.

Revenue increase to Transportation Department: $4,026,000
Expenditure increase to Transportation Department: $4,100,000

Energy Department

The 1st Quarter Budget amendment includes an adjustment to decrease the California HERO Program projected revenues by $1.8 million. When the FY 2017/2018 Budget was drafted in February 2017, the anticipated revenues were based on actuals and trends from the launch of the HERO Program to date. The original Budget at that time projected $7.6 million in revenues, but that is now being revised down to $5.8 million for this fiscal year. Staff believes this reduction is more indicative of how the remainder of the fiscal year will finish, in part due to market competition from other PACE Program providers operating in California.

In addition, the recording revenue in the California HERO Program will decrease by $500,000 to match the projected revenue reductions, and will be offset by a $500,000 reduction in recording expenditures.

Finally, it was anticipated that an additional residential PACE provider, Spruce Finance, would be operational under the WRCOG PACE umbrella at the beginning of FY 2017/2018; revenues were budgeted at $253,000 between recording and residential revenues based on that start up timeframe. It is now expected that Spruce Finance will not be up and running until later in the fiscal year; staff is reducing revenue (residential plus recording) down to $50,000 in total, or a reduction of $203,000.

Revenue decrease to Energy Department: $2,511,036
Expenditure decrease to Energy Department: $508,036

Environment Department

For the 1st Quarter of FY 2017/2018, there will be no adjustments made to the Environment Budget.

Revenue decrease to the Environment Department: $0
Expenditure increase to the Environment Department: $0

Prior Actions:

October 26, 2017:	The Finance Directors Committee recommended that the Executive Committee approve the 1st Quarter Draft Budget Amendment for Fiscal Year 2017/2018.
October 19, 2017:	The Technical Advisory Committee recommended that the Executive Committee approve the 1st Quarter Draft Budget Amendment for Fiscal Year 2017/2018.
October 11, 2017:	The Administration & Finance Committee recommended that the Executive Committee approve the 1st Quarter Draft Budget Amendment for Fiscal Year 2017/2018.

Fiscal Impact:

General Fund: No adjustments made to revenue or expenditures for the 1st Quarter of FY 2017/2018.

Transportation: Revenues for LTF will be reduced by $99,000, and there will also be a $25,000 increase for RIVTAM revenue.

Energy: Revenues for the PACE Programs will be reduced by $2 million and expenditures by $508,000 for the 1st Quarter. With the reductions in revenue within the Energy Program, the Budget remains balanced and the anticipated carryover projection will be $3 million for the Fiscal Year.

Environment: No adjustments made to revenue or expenditures for the 1st Quarter of FY 2017/2018.

Attachment:

1. Annual Budget for the year ending June 30, 2018, with 1st Quarter amendments.

Item 4.C

1st Quarter Draft Budget Amendment for Fiscal Year 2017/2018

Attachment 1

Annual Budget for the year ending June 30, 2018, with 1st Quarter amendments

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

Department: Transportation (Summary)		Approved 6/30/2018 Budget	Thru 9/30/2017 Actual	**Amendment Needed 9/30/2017**
	Revenues			
40001	Beaumont Settlement Revenue	-	4,100,000	4,100,000
41000	LTF Revenue	825,000	726,000	(99,000)
42001	RIVTAM Revenue	-	25,000	25,000
	Total Revenues	-	-	**4,026,000**
	Expenditures			
85160	TUMF Project Reimbursement	-	-	4,100,000
	Total General Operations	-	-	**4,100,000**
	Total Net Revenue Increase/(Decrease)			**$ (74,000)**

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

Department: Transportation (TUMF - 1148)		Approved 6/30/2018 Budget	Thru 9/30/2017 Actual	**Amendment Needed 9/30/2017**
	Revenues			
40001	Beaumont Settlement Revenue	-	4,100,000	**4,100,000**
	Expenditures			
85160	TUMF Project Reimbursement			**4,100,000**
	Total General Operations	-	-	**4,100,000**
	Total Net Revenue Increase/(Decrease)			**$ -**

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

		Approved 6/30/2018 Budget	Thru 9/30/2017 Actual	**Amendment Needed 9/30/2017**
Department: Transportation (RIVTAM - 2039)				
	Revenues			
42001	RIVTAM	-	25,000	**25,000**
	Total Revenues	-	-	**25,000**
	Total Net Revenue Increase/(Decrease)			**$ 25,000**

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

Department: Energy (Summary)

		Approved 6/30/2018 Budget	Thru 9/30/2017 Actual	**Amendment Needed 9/30/2017**
	Revenues			
40603	CA HERO Revenue	7,639,575	1,439,259	**(1,800,000)**
40611	CA HERO Recording	1,508,036	245,520	**(508,036)**
40620	Spruce Residential Revenue	167,000	-	**(132,000)**
40623	Spruce Residential Recording Revenue	86,000	-	**(71,000)**
	Total Revenues	9,400,611	1,684,779	**(2,511,036)**
	Expenditures			
	General Operations			
73506	WRCOG/CA HERO - Recording Fee	1,508,036	146,685	**(508,036)**
	Total General Operations	1,508,036	146,685	**(508,036)**
	Total Net Revenue Increase/(Decrease)			**(2,511,036)**
	Total Net Expenditure Increase/(Decrease)			**(508,036)**

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

Department: Spruce (2102)		Approved 6/30/2018 Budget	Thru 9/30/2017 Actual	**Amendment Needed 9/30/2017**
	Revenues			
40620	Spruce Residential Revenue	167,000	-	**(132,000)**
40623	Spruce Residential Recording Revenue	86,000	-	**(71,000)**
	Total Revenues	**253,000**	**-**	**(203,000)**
	Total Net Revenue Increase/(Decrease)			**$ (203,000)**

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

Department: Energy (California HERO - 5000)		Approved 6/30/2018 Budget	Thru 9/30/2017 Actual	**Amendment Needed 9/30/2017**
	Revenues			
40603	CA HERO Revenue	7,639,575	1,439,259	**(1,800,000)**
40611	Recording Fee Revenue	1,508,036	245,520	**(508,036)**
	Total Revenues	9,147,611	1,684,779	**(2,308,036)**
	Expenditures			
	General Operations			
73506	Recording Fee	1,508,036	146,685	**(508,036)**
	Total General Operations	1,508,536	152,407	**(508,036)**
	Total Net Revenue Increase/(Decrease)			**(2,308,036)**
	Total Net Expenditure Increase/(Decrease)			**(508,036)**

Item 4.D

Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **General Assembly and Executive Committee Meeting Schedule for 2018**

Contact: **Janis L. Leonard, Administrative Services Manager, jleonard@wrcog.us, (951) 955-8320**

Date: **November 6, 2017**

The purpose of this item is to *request approval of the General Assembly and Executive Committee meeting dates for 2018.*

Requested Action:

1. Approve the Schedule of General Assembly and Executive Committee meetings for 2018.

Attached are the proposed meeting dates for the 2018 General Assembly and Executive Committee meetings. All Executive Committee meeting dates are proposed for the first Monday of the month, with the exception of being proposed for the second Monday in January due to observance of New Year's Day, and for the second Monday in September due to observance of Labor Day. All Executive Committee meetings are scheduled at 2:00 p.m. in the County of Riverside Administrative Center, 1st Floor Board of Supervisors Chambers.

The 2018 General Assembly is scheduled for the evening of the 4th Thursday, June 28, 2018.

Prior Action:

None.

Fiscal Impact:

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

Attachment:

1. Schedule of General Assembly and Executive Committee meetings for 2018.

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Item 4.D

General Assembly and Executive Committee Meeting Schedule for 2018

Attachment 1

Schedule of General Assembly and Executive Committee meetings for 2018

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WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
SCHEDULE OF MEETINGS FOR 2018

WRCOG Standing Committees	Day	Time	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
General Assembly	4th Thur. in June	6:00 p.m.	-	-	-	-	-	28	-	-	-	-	-	-
Executive Committee	1st Mon.	2:00 p.m.	8*	5	5	2	7	4 & 29**	2	6	10***	1	5	3

*January 1 Executive Committee meeting will be scheduled for the 2nd Monday due to observance of New Year's Day.

**June 29 Executive Committee meeting will be held at 10:00 a.m. at the Morongo Casino, Resort & Spa, Club 360, 26th Floor, in Cabazon.

***September Executive Committee meeting scheduled for the 2nd Monday due to observance of Labor Day.

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Item 4.E

Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **Transportation Department Activities Update**

Contact: **Christopher Gray, Director of Transportation, cgray@wrcog.us, (951) 955-8304**

Date: **November 6, 2017**

The purpose of this item is to *provide an overall update of Transportation Department activities including those related to the TUMF Program, the Active Transportation Plan and a collaborative effort with the Riverside County Transportation Commission (RCTC), CVAG, and Riverside County to update the County Travel Forecasting Model.*

Requested Actions:

1. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Jurupa Valley for the Van Buren Boulevard Widening Project in an amount not to exceed $455,000.
2. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Jurupa Valley for the Limonite Avenue Widening Project in an amount not to exceed $460,000.
3. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Banning for the Highland Springs Avenue / I-10 Interchange in an amount not to exceed $2,000,000.

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

The Active Transportation Plan will identify challenges to and opportunities for creating a safe, efficient, and complete active transportation network that will expand the availability of active modes of transportation for users both within the region and between neighboring regions.

The Riverside County Traffic Analysis Model (RIVTAM) was developed in 2009 to provide Riverside County jurisdictions a more detailed tool to develop long-term forecasts of future travel behavior. Since 2009, RIVTAM has not undergone a comprehensive update, so the land use and transportation data the RIVTAM utilizes is significantly outdated.

TUMF Reimbursement Agreements

Three Reimbursement Agreements for TUMF projects are summarized below.

City of Jurupa Valley (two agreements):

1. Van Buren Boulevard Widening Project in the amount of $455,000: This Project will widen Van Buren Boulevard from four to six lanes between the Santa Ana River and Limonite Avenue. This Reimbursement

Agreement is for the Planning and Engineering phases of the Project.

2. Limonite Avenue Widening Project in the amount of $460,000: This Project will widen Limonite Avenue from two to four lanes between Bain Street and Homestead Street. This Reimbursement Agreement is for the Planning and Engineering phases of the Project.

City of Banning (one agreement):

1. Highland Springs Avenue / I-10 Interchange Project in the amount of $2,000,000: WRCOG has received the first payment from the City of Beaumont related to the settlement between WRCOG and the City. This initial payment is in the amount of $4.1 million, which includes allocating $2,000,000 of these funds to the Highland Springs Avenue / I-10 Interchange. The first phase of the improvements will include the realignment of Joshua Palmer Way. This Reimbursement Agreement is for the Right-of-Way and Construction phases of the Project.

2016 TUMF Nexus Study Update

Staff distributed the TUMF Ordinance / Resolution to member agencies on July 11, 2017, for review and adoption. As of this writing the Cities of Banning, Beaumont, Canyon Lake, Calimesa, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Perris, Norco, Riverside, San Jacinto and Temecula have adopted the Ordinance. March JPA and the County of Riverside have scheduled meetings to adopt the Ordinance. Staff attended a majority of these meetings and provided support to jurisdictional staff in terms of providing presentations and answering questions regarding the TUMF Program. Several jurisdictions asked specific questions regarding TUMF projects previously completed within its respective jurisdictions. WRCOG also prepared template staff reports and presentations for use by jurisdictional staff in these meetings.

Staff also provided continuous updates to all member agencies and stakeholders regarding any upcoming fee changes to the multi-family, service, and industrial TUMF rates. As approved by the Executive Committee in July 2017, the single-family residential TUMF rate will remain at $8,873 until June 30, 2019, and the retail TUMF rate was reduced to $7.50 / square foot.

TUMF Program Ad Hoc Committee

In March 2017, the Executive Committee took action to form a TUMF Program Ad Hoc Committee to discuss and provide recommendations on items including the administration of the TUMF Program, TUMF Zone process and TUMF calculation issues. The TUMF Program Ad Hoc Committee is comprised of members of the Executive, Technical Advisory, and Public Works Committees.

WRCOG will convene the Ad Hoc Committee for a fourth and final time on November 15, 2017, to discuss questions staff has received on the types of projects that can be funded by TUMF and the criteria for a project to be included in the TUMF Program. Staff anticipates providing a comprehensive review of each TUMF Program Ad Hoc Committee meeting after this final meeting has occurred. Staff will also provide a summary of all of the Ad Hoc Committee meetings for distribution to its standing Committees.

Subsequent TUMF Efforts

Staff is finalizing several documents related to the implementation of the TUMF Program. These documents include an updated Fee Calculation Handbook and a TUMF Reimbursement Manual.

The update to the Fee Calculation Handbook will address issues such as an updated fee calculation for gas stations and other technical updates related to the adoption of the Nexus Study. Staff would like to streamline the process for calculating TUMF for gas stations as staff has identified that the TUMF was miscalculated in a couple of jurisdictions. With jurisdiction staff on the frontline of calculating TUMF for developers, WRCOG would like to make the calculation of TUMF as seamless as possible. Staff distributed the draft TUMF Calculation Handbook to the Planning and Public Works Directors for review and comment. Staff anticipates the draft TUMF Calculation Handbook will be presented to the Executive Committee in December.

The Reimbursement Manual provides greater clarity regarding expenses eligible for reimbursement and streamlines the process through which jurisdictions receive payment from WRCOG for their costs associated with TUMF Projects. Staff and the TUMF consultant have finalized the Reimbursement Manual and will be updating the TUMF Administrative Plan to reference the Reimbursement Manual in areas that reimbursements and credits are discussed. The Reimbursement Manual will be distributed to all stakeholders and posted on WRCOG's website.

RIVTAM Update

In 2008, WRCOG, RCTC, and Riverside County collaborated on the development of a Countywide RIVTAM for use in land use planning and infrastructure studies such as the TUMF Nexus Study, General Plans, Environmental Impact Reports (EIRs) and other transportation studies. In 2016, staff met with other stakeholders to discuss a potential update of RIVTAM for use by the various jurisdictions throughout Riverside County. Since these initial conversations, WRCOG worked with these agencies to secure agreements to fund the update of the model. WRCOG has now secured agreements with RCTC, Riverside County, and CVAG to fund this model update and will be collaborating on an RFQ / RFP scheduled to be released in mid-November 2017.

Western Riverside County Active Transportation Plan

On May 28, 2015, the California Transportation Commission allocated funding to WRCOG to develop the Western Riverside County Active Transportation Plan. The Active Transportation Plan (ATP) will identify challenges to and opportunities for creating a safe, efficient, and complete active transportation network that will expand the availability of active modes of transportation for users both within the region and between neighboring regions. As part of this, the Project Team is working with member agency staff, and through the Planning Directors and Public Works Committees, to develop a Regional Network. The Regional Network projects were determined with input from prior local and regional plans, collision review, regional destinations analysis, and agency guidance. The goal of the Western Riverside County ATP is to focus on a subset of high priority, regional projects. The final report, which will be released in early 2018 will include specific details for each project included in the Regional Network that will assist jurisdictions in applying for grant funding, particularly the statewide ATP.

WRCOG Grant Applications

WRCOG submitted two applications on October 20, 2017, for the Caltrans Sustainable Transportation Planning Grant Program. The first application, WRCOG / San Bernardino County Transportation Authority (SBCTA) Climate Adaptation Toolkit, was submitted in the Adaptation Planning category. WRCOG and SBCTA submitted a joint application for climate adaptation funding from Caltrans for development of a regional Climate Adaptation Toolkit. The Toolkit will build from WRCOG's subregional climate vulnerability assessment and include four primary components: 1) development of a "Regional Climate Collaborative"; 2) City-Level Climate-Related Transportation Hazards and Evacuation Maps; 3) a Climate Resilient Transportation Infrastructure Guidebook; and 4) a Regional Climate Adaptation & Resiliency Template.

The second application, Smart Cities in Western Riverside County: Preparing Today for Tomorrow's Transportation, was submitted in the Sustainable Communities category. WRCOG is proposing to lead a regional effort to research and evaluate emerging technologies that could change the way cities develop and operate in the future. These emerging technologies include signal coordination, autonomous vehicles, car sharing, bike sharing, alternative fueled vehicles, broadband, wireless communications, applications, and LED streetlights. The study will result in a toolbox of best practices and strategies that WRCOG cities can use to influence advances coming their way. Grant announcements are expected in December 2017.

WRCOG received a grant under the Southern California Association of Government's Sustainable Planning Grant Program for SB 743: Pathway to Implementation in Western Riverside County. SB 743 changes how transportation impacts are measured under the California Environmental Quality Act. The proposed study aims to develop localized guidelines, thresholds, and mitigation measures related to SB 743. The study will develop standardized, off-the-shelf, vehicle miles traelled (VMT) data for cities to utilize, develop appropriate VMT mitigation measures tailored to Western Riverside County, examine existing WRCOG programs for consistency with SB 743, and develop a VMT calculator. The procurement process is underway and WRCOG staff hopes to kick-off the process in mid-November 2017.

Prior Action:

October 19, 2017: The Technical Advisory Committee received and filed.

Fiscal Impact:

Transportation Department activities are included in the Agency's adopted Fiscal Year 2017/2018 Budget under the Transportation Department.

Attachments:

1. Reimbursement Agreement with the City of Jurupa Valley for the Van Buren Boulevard Widening.
2. Reimbursement Agreement with the City of Jurupa Valley for the Limonite Avenue Widening.
3. Reimbursement Agreement with the City of Banning for the Highland Springs Avenue / I-10 Interchange.

Item 4.E

Transportation Department Activities Update

Attachment 1

Reimbursement Agreement with the City of Jurupa Valley for the Van Buren Boulevard Widening

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TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
VAN BUREN BOULEVARD (SANTA ANA RIVER TO LIMONITE AVENUE)
WIDENING

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into as of this day of _________________, 20____, by and between the Western Riverside Council of Governments ("WRCOG"), a California joint powers authority and **The City of Jurupa Valley,** 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 **Van Buren Boulevard (Santa Ana River to Limonite Avenue) Widening**, (the "Project"), a Qualifying Project. The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit "A" attached hereto and incorporated herein by reference and, pursuant to Section 20 below, is subject to modification if requested by the AGENCY and approved by WRCOG. The work shall be consistent with one or more of the defined WRCOG Call for Projects phases detailed herein as follows:

1) PA&ED – Project Approvals & Environmental Document
2) PS&E – Plans, Specifications and Estimates

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed **FOUR HUNDRED FIFTY FIVE THOUSAND DOLLARS ($455,000),** to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein ("Funding Amount"). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study ("Maximum TUMF Share"), as may be amended from time to time.

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

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

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

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

(b) Review and Reimbursement by WRCOG. Upon receipt of an invoice from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. Undisputed amounts shall be paid by WRCOG to the AGENCY within thirty (30) days. In the event that WRCOG disputes the eligibility of the AGENCY for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the AGENCY may appeal WRCOG's decision as to the eligibility of one or more invoices to WRCOG's Executive Director. The WRCOG Executive Director shall provide his/her decision in writing. If the AGENCY disagrees with the Executive Director's decision, the AGENCY may appeal the decision of the Executive Director to the full WRCOG Executive Committee, provided the AGENCY submits its request for appeal to WRCOG within ten (10) days of the Executive Director's written decision. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "B", attached hereto and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

15. Termination.

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

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

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

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

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

18. Indemnification.

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

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

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

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

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

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

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

(iii) Contain standard separation of insured provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to AGENCY:

City of Jurupa Valley
8930 Limonite Avenue
Jurupa Valley, CA 92509
Attention: Steve Loriso, City Engineer
Telephone: (951) 332-6464
Facsimile: (951) 332-6995

If to WRCOG:

Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3609
Attention: Christopher Gray, Director of Transportation
Telephone: (951) 955-8304
Facsimile: (951) 787-7991

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS	**CITY OF JURUPA VALLEY**
By:____________________ Date:________	By: ____________________ Date:________
Rick Bishop Executive Director	Gary S. Thompson City Manager

Approved to Form:

By:____________________ Date:________

Steven C. DeBaun
General Counsel

EXHIBIT "A"

SCOPE OF WORK

1. **Survey.** Aerial photogrammetric mapping, control survey to establish record centerlines and ROW, conventional ground survey detailing existing conditions and locating existing topography in 25 foot sections.

2. **Records Research and Potholing**. Research all information pertinent to the project. Obtain list of all utilities and agencies within the project limits. Identify potential utility conflicts and perform all potholing necessary.

3. **Utilities**. Perform all necessary research to establish the precise location of utilities. Preliminary and final plans are to be sent to affected utility companies. Potholing will be required to locate active and abandoned utilities within the project site. Prepare design for necessary City utility relocations. All other relocations shall be coordinated with affected agency.

4. **Pavement and Soils Materials Reports**. Perform a pavement evaluation and soils testing for the project area including deflection testing based on Caltrans' Method to evaluate existing pavement conditions. The final report should provide a proposed recommendation for the entire street with special attention given to the widened segments of the street.

5. **Project Alignment**. Develop at least two alternative alignments that consider the project's ultimate objectives and right-of-way requirements that are most cost effective and have the least impacts on properties.

6. **Permits**. Provide coordination with and obtain applicable permits from appropriate public agencies, County, State and any other Agencies as needed.

7. **Environmental**. After selection of the preferred alignment, prepare appropriate environmental documents to satisfy the requirements of the California Environmental Quality Act (CEQA).

   The Environmental Initial Study must identify significant environmental impacts for this project and document mitigating measures to be included in the project. Consequently, the Consultant shall prepare the environmental documents, and distribute legal notices to affected residents / business operators.

8. **Plans, Specifications and Estimates (PS&E).** Prepare Plans, Specifications and Estimates for the proposed project improvements (street lighting, signing and striping, traffic control, landscape and irrigation, drainage, utilities, roadway improvements, structures, etc.).

9. **This Reimbursement Agreement is for the Planning and Engineering Phases (PA&ED, PS&E) only.**

EXHIBIT "A-1"

ESTIMATE OF COST

Phase	TUMF	LOCAL	TOTAL
PA&ED	$130,000	$0	$130,000
PS&E	$325,000	$0	$325,000
RIGHT OF WAY	TBD	TBD	TBD
CONSTRUCTION	TBD	TBD	TBD
TOTAL	$455,000	$0	$455,000

EXHIBIT “A-2”

PROJECT SCHEDULE

TIMETABLE:

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	9/1/2018	$130,000	
PS&E	12/31/2018	$325,000	
RIGHT OF WAY	TBD	TBD	
CONSTRUCTION	TBD	TBD	
TOTAL	NA	$455,000	

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 5^{th} 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:

ITEM	REIMBURSEMENT RATE
	[___insert charges___]
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
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Deputy Executive Director
ATTN: Accounts Payable

Re: Project Title - Invoice #__

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

Invoice period covered is from __Month/Date/Year__ to __Month/Date/Year__.

Total Authorized Agreement Amount:	$0,000,000.00
Total Invoiced to Date:	$0,000,000.00
Total Previously Invoiced:	$0,000,000.00
Balance Remaining:	$0,000,000.00
Amount due this Invoice:	**$0,000,000.00**
	===========

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

By: ______________________________
Name
Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Deputy Executive Director
Attn: Accounts Payable Invoice #____________

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

Invoice period covered is from __Month/Date/Year__ to __Month/Date/Year__.

Total Base Contract Amount:	$000,000.00
Authorized Extra Work (if Applicable)	$000,000.00

TOTAL AUTHORIZED CONTRACT AMOUNT:	$000,000.00
Total Invoice to Date:	$000,000.00
Total Previously Billed:	$000,000.00
Balance Remaining:	$000,000.00
Amount Due this Invoice:	$000,000.00
	==========

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

By: ____________________

Name
Title

EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)

EXHIBIT B-5
Sample Progress Report

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

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

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

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

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

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Item 4.E

Transportation Department Activities Update

Attachment 2

Reimbursement Agreement with the City of Jurupa Valley for the Limonite Avenue Widening

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TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
LIMONITE AVENUE (BAIN STREET TO HOMESTEAD SREET) WIDENING

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into as of this day of ________________, 20___, by and between the Western Riverside Council of Governments ("WRCOG"), a California joint powers authority and **The City of Jurupa Valley,** a California municipal corporation ("AGENCY"). WRCOG and AGENCY are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

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

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

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

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

AGREEMENT

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

1. Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the AGENCY for the **Limonite Avenue (Bain Street to Homestead Street) Widening**, (the "Project"), a Qualifying Project. The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit "A" attached hereto and incorporated herein by reference and, pursuant to Section 20 below, is subject to modification if requested by the AGENCY and approved by WRCOG. The work shall be consistent with one or more of the defined WRCOG Call for Projects phases detailed herein as follows:

1) PA&ED – Project Approvals & Environmental Document
2) PS&E – Plans, Specifications and Estimates

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed **FOUR HUNDRED SIXTY THOUSAND DOLLARS ($460,000),** to be used for reimbursing the AGENCY for eligible

Project expenses as described in Section 3 herein ("Funding Amount"). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study ("Maximum TUMF Share"), as may be amended from time to time.

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

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

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

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

(b) Review and Reimbursement by WRCOG. Upon receipt of an invoice from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. Undisputed amounts shall be paid by WRCOG to the AGENCY within thirty (30) days. In the event that WRCOG disputes the eligibility of the AGENCY for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the AGENCY may appeal WRCOG's decision as to the eligibility of one or more invoices to WRCOG's Executive Director. The WRCOG Executive Director shall provide his/her decision in writing. If the AGENCY disagrees with the Executive Director's decision, the AGENCY may appeal the decision of the Executive Director to the full WRCOG Executive Committee, provided the AGENCY submits its request for appeal to WRCOG within ten (10) days of the Executive Director's written decision. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "B", attached hereto and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

15. Termination.

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

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

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

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

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

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

18. Indemnification.

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

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

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

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

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

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

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

(iii) Contain standard separation of insured provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to AGENCY:

City of Jurupa Valley
8930 Limonite Avenue
Jurupa Valley, CA 92509
Attention: Steve Loriso, City Engineer
Telephone: (951) 332-6464
Facsimile: (951) 332-6995

If to WRCOG:

Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3609
Attention: Christopher Gray, Director of Transportation
Telephone: (951) 955-8304
Facsimile: (951) 787-7991

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS	**CITY OF JURUPA VALLEY**
By:____________________ Date:________	By: ____________________ Date:________
Rick Bishop Executive Director	Gary S. Thompson City Manager

Approved to Form:

By:____________________ Date:________
Steven C. DeBaun
General Counsel

EXHIBIT “A”

SCOPE OF WORK

1. **Survey.** Aerial photogrammetric mapping, control survey to establish record centerlines and ROW, conventional ground survey detailing existing conditions and locating existing topography in 25 foot sections.

2. **Records Research and Potholing**. Research all information pertinent to the project. Obtain list of all utilities and agencies within the project limits. Identify potential utility conflicts and perform all potholing necessary.

3. **Utilities**. Perform all necessary research to establish the precise location of utilities. Preliminary and final plans are to be sent to affected utility companies. Potholing will be required to locate active and abandoned utilities within the project site. Prepare design for necessary City utility relocations. All other relocations shall be coordinated with affected agency.

4. **Pavement and Soils Materials Reports**. Perform a pavement evaluation and soils testing for the project area including deflection testing based on Caltrans’ Method to evaluate existing pavement conditions. The final report should provide a proposed recommendation for the entire street with special attention given to the widened segments of the street.

5. **Project Alignment**. Develop at least two alternative alignments that consider the project’s ultimate objectives and right-of-way requirements that are most cost effective and have the least impacts on properties.

6. **Permits**. Provide coordination with and obtain applicable permits from appropriate public agencies, County, State and any other Agencies as needed.

7. **Environmental**. After selection of the preferred alignment, prepare appropriate environmental documents to satisfy the requirements of the California Environmental Quality Act (CEQA).

   The Environmental Initial Study must identify significant environmental impacts for this project and document mitigating measures to be included in the project. Consequently, the Consultant shall prepare the environmental documents, and distribute legal notices to affected residents / business operators.

8. **Plans, Specifications and Estimates (PS&E).** Prepare Plans, Specifications and Estimates for the proposed project improvements (street lighting, signing and striping, traffic control, landscape and irrigation, drainage, utilities, roadway improvements, structures, etc.).

This Reimbursement Agreement is for the Planning and Engineering Phases (PA&ED, PS&E) only.

EXHIBIT “A-1”

ESTIMATE OF COST

Phase	TUMF	LOCAL	TOTAL
PA&ED	$110,000	$0	$110,000
PS&E	$350,000	$0	$350,000
RIGHT OF WAY	TBD	TBD	TBD
CONSTRUCTION	TBD	TBD	TBD
TOTAL	$460,000	$0	$460,000

EXHIBIT "A-2"

PROJECT SCHEDULE

TIMETABLE:

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	6/1/2018	$110,000	
PS&E	6/1/2019	$350,000	
RIGHT OF WAY	TBD	TBD	
CONSTRUCTION	TBD	TBD	
TOTAL	NA	$460,000	

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:

ITEM	REIMBURSEMENT RATE
	[___insert charges___]
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
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Deputy Executive Director
ATTN: Accounts Payable

Re: Project Title - Invoice #__

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

Invoice period covered is from __Month/Date/Year__ to __Month/Date/Year__.

Total Authorized Agreement Amount:	$0,000,000.00
Total Invoiced to Date:	$0,000,000.00
Total Previously Invoiced:	$0,000,000.00
Balance Remaining:	$0,000,000.00
Amount due this Invoice:	**$0,000,000.00**
	===========

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

By: ______________________________
Name
Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Deputy Executive Director
Attn: Accounts Payable Invoice #____________

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

Invoice period covered is from __Month/Date/Year__ to __Month/Date/Year__.

Total Base Contract Amount:	$000,000.00
Authorized Extra Work (if Applicable)	$000,000.00

TOTAL AUTHORIZED CONTRACT AMOUNT:	$000,000.00
Total Invoice to Date:	$000,000.00
Total Previously Billed:	$000,000.00
Balance Remaining:	$000,000.00
Amount Due this Invoice:	$000,000.00
	==========

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

By: ____________________

Name
Title

EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)

EXHIBIT B-5
Sample Progress Report

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

A. Activities and Work Completed during Current Work Periods

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

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

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

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Item 4.E

Transportation Department Activities Update

Attachment 3

Reimbursement Agreement with the City of Banning for the Highland Springs Avenue / I-10 Interchange

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TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
HIGHLAND SPRINGS AVENUE/I-10 INTERCHANGE
RIGHT-OF-WAY AND CONSTRUCTION PHASES

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into as of this day of ____, 20__, by and between the Western Riverside Council of Governments ("WRCOG"), a California joint powers authority and **the City of Banning**, a California municipal corporation ("AGENCY"). WRCOG and AGENCY are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

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

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

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

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

AGREEMENT

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

1. Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the AGENCY for the **Highland Springs Avenue/I-10 Interchange** (the "Project"), a Qualifying Project. The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit "A" attached hereto and incorporated herein by reference and, pursuant to Section 20 below, is subject to modification if requested by the AGENCY and approved by WRCOG. The work shall be consistent with one or more of the defined WRCOG Call for Projects phases detailed herein as follows:

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 **Two Million Dollars**

($2,000,000), to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein ("Funding Amount"). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study ("Maximum TUMF Share"), as may be amended from time to time.

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

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

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

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

(b) Review and Reimbursement by WRCOG. Upon receipt of an invoice from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. Undisputed amounts shall be paid by WRCOG to the AGENCY within thirty (30) days. In the event that WRCOG disputes the eligibility of the AGENCY for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the AGENCY may appeal WRCOG's decision as to the eligibility of one or more invoices to WRCOG's Executive Director. The WRCOG Executive Director shall provide his/her decision in writing. If the AGENCY disagrees with the Executive Director's decision, the AGENCY may appeal the decision of the Executive Director to the full WRCOG Executive Committee, provided the AGENCY submits its request for appeal to WRCOG within ten (10) days of the Executive Director's written decision. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "B", attached hereto and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

15. Termination.

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

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

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

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

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

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

18. Indemnification.

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

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

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

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

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

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

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

(iii) Contain standard separation of insured provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to AGENCY:

City of Banning
99 East Ramsey Street
Banning, CA 92220
Attention: Alejandro Diaz, Interim City Manager
Telephone: (951) 922-3105

If to WRCOG:

Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3609
Attention: Christopher Gray, Director of Transportation
Telephone: (951) 955-8304
Facsimile: (951) 787-7991

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By:______________________ Date:________
Rick Bishop
Executive Director

CITY OF BANNING

By: ______________________ Date:________

Approved to Form:

By:______________________ Date:________
Steven C. DeBaun
General Counsel

EXHIBIT "A"

SCOPE OF WORK

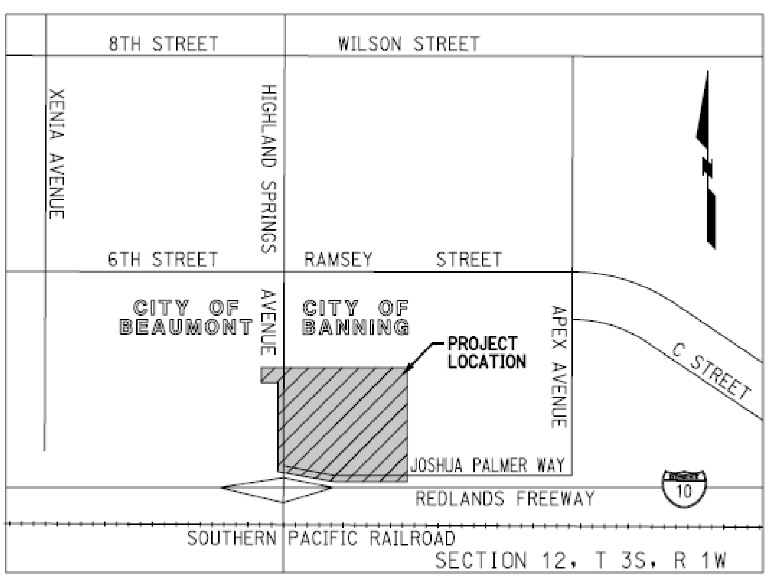
SCOPE OF WORK:

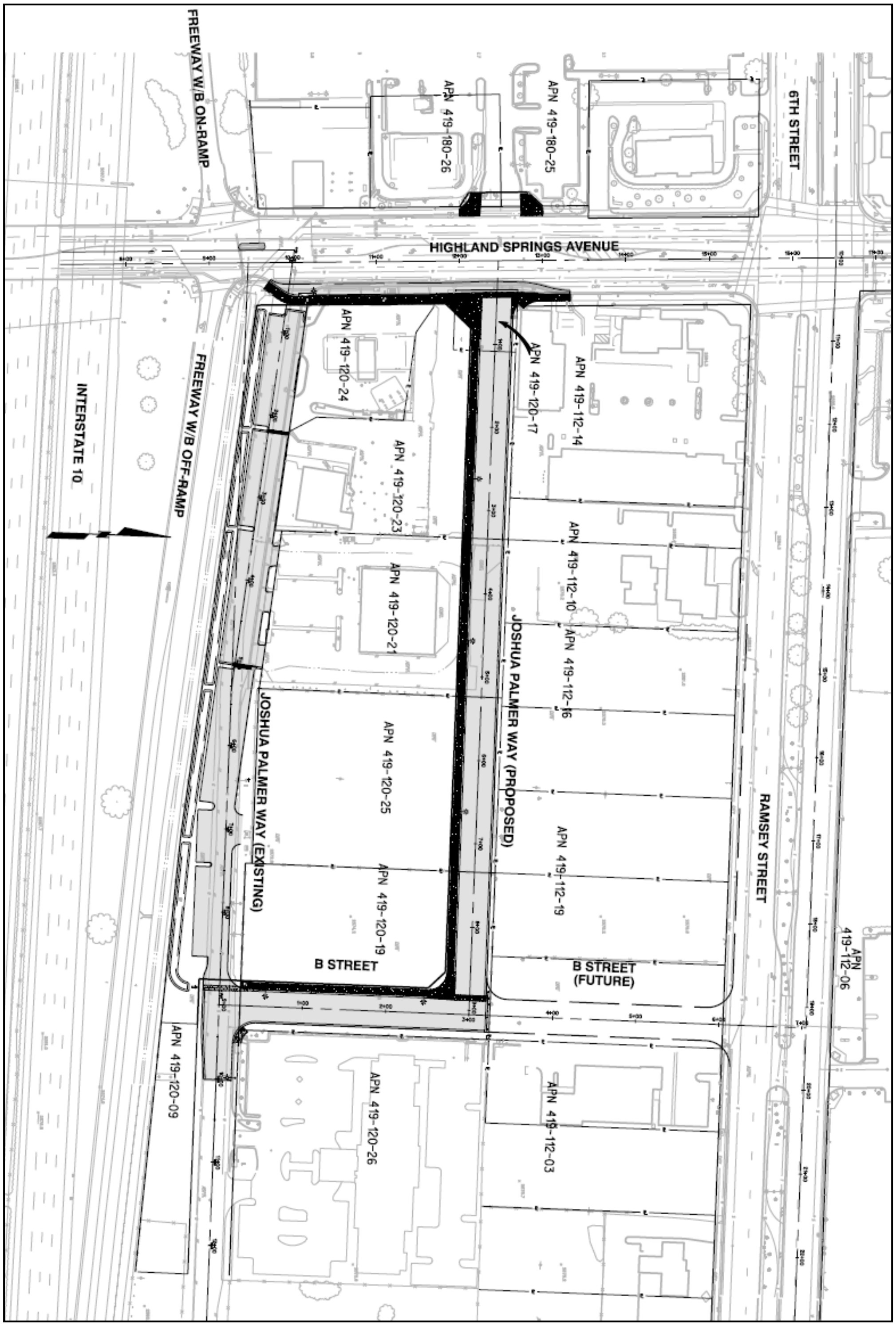
The project includes the realignment of the Joshua Palmer Way/Highland Springs Avenue intersection, as well as modification of the existing pavement striping along Highland Springs Avenue. These improvements are part of the overall Highland Springs/I-10 Interchange. The project includes the following improvements:

Remove existing Joshua Palmer Way connection to Highland Springs Avenue by construction of curb and gutter.

- Realign Joshua Palmer Way to intersect with Highland Springs Avenue approximately 250-ft north of the current intersection.
- Remove existing raised median between I-10 ramps and existing Joshua Palmer Way.
- Modify traffic signal system at northerly I-10/Highland Springs Avenue onramp/ off-ramp based on realignment of Joshua Palmer Way connection.
- Install a new street entrance and traffic signal system at the intersection of Highland Springs Avenue and Joshua Palmer Way (realigned).
- Modify signage and striping along Highland Springs Avenue at the new Joshua Palmer Way (realigned) to provide southbound and northbound left turn pockets at intersection.
- Install emergency vehicle preemption for the traffic signal systems along Highland Springs Avenue at Ramsey Street, Joshua Palmer Way, and the northerly I-10 on/off-ramps.
- Right-of-way acquisition for the new Joshua Palmer Way alignment.

This Reimbursement Agreement is for the Right-of-Way and Construction (ROW, CON Phases) Phases of these improvements as part of the Highland Springs Avenue/I-10 Interchange.





FREEWAY W/B ON-RAMP
APN 419-180-26
APN 419-180-25
6TH STREET
HIGHLAND SPRINGS AVENUE
APN 419-120-24
APN 419-120-17
APN 419-112-14
INTERSTATE 10
FREEWAY W/B OFF-RAMP
APN 419-120-23
APN 419-112-10
APN 419-120-21
JOSHUA PALMER WAY (PROPOSED)
APN 419-112-16
JOSHUA PALMER WAY (EXISTING)
APN 419-120-25
RAMSEY STREET
APN 419-112-19
APN 419-120-19
B STREET
B STREET (FUTURE)
APN 419-112-06
APN 419-120-09
APN 419-120-26
APN 419-112-03

EXHIBIT "A-1"

ESTIMATE OF COST

Phase	TUMF	LOCAL	TOTAL
PA&ED	-	-	-
PS&E	-	-	-
RIGHT OF WAY	$200,000	-	$200,000
CONSTRUCTION	$1,800,000	-	$1,800,000
TOTAL	$2,000,000	-	$2,000,000

EXHIBIT "A-2"

PROJECT SCHEDULE

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	**-**	**-**	**-**
PS&E	**2/2018**	**-**	**Design under way**
RIGHT OF WAY	**6/2018**	**$200,000**	**12/2017 – 6/2018**
CONSTRUCTION	**3/2019**	**$1,800,000**	**8/2018 – 3/2019**
TOTAL	**-**	**$2,000,000**	**12/2017 – 3/2019**

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:

ITEM	REIMBURSEMENT RATE
	[___insert charges___]
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
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Deputy Executive Director
ATTN: Accounts Payable

Re: Project Title - Invoice #__

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

Invoice period covered is from __Month/Date/Year__ to __Month/Date/Year__.

Total Authorized Agreement Amount:	$0,000,000.00
Total Invoiced to Date:	$0,000,000.00
Total Previously Invoiced:	$0,000,000.00
Balance Remaining:	$0,000,000.00
Amount due this Invoice:	**$0,000,000.00**
	===========

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

By: ______________________________
Name
Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Deputy Executive Director
Attn: Accounts Payable Invoice #____________

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

Invoice period covered is from __Month/Date/Year__ to __Month/Date/Year__.

Total Base Contract Amount:	$000,000.00
Authorized Extra Work (if Applicable)	$000,000.00

TOTAL AUTHORIZED CONTRACT AMOUNT:	$000,000.00
Total Invoice to Date:	$000,000.00
Total Previously Billed:	$000,000.00
Balance Remaining:	$000,000.00
Amount Due this Invoice:	$000,000.00
	==========

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

By: ____________________
Name
Title

EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)

EXHIBIT B-5
Sample Progress Report

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

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

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

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

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

Item 4.F

Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **Finance Department Activities Update Including Agency Audit and Upcoming Annual TUMF Compliance Review by Agencies**

Contact: **Ernie Reyna, Chief Financial Officer, ereyna@wrcog.us, (951) 955-8432**

Date: **November 6, 2017**

***The purpose of this item is to** provide an update on the financial audit of Fiscal Year (FY) 2016/2017, 1st Quarter Budget Amendments for FY 2017/2018, and the annual TUMF compliance review for FY 2016/2017. Information regarding an agency-wide compensation study is also provided.*

Requested Action:

1. Receive and file.

FY 2016/2017 Financial Audit

Auditors from Rogers, Anderson, Malody, & Scott (RAMS) have concluded the interim and final fieldwork portion of the financial audit for the Agency. RAMS reviewed payroll, accounts payable, and all other areas of WRCOG's accounting system. The final draft of the financial statements was reviewed by the Finance Directors' Committee at its quarterly meeting on October 26, 2017, with the final Comprehensive Annual Financial Report (CAFR) being issued on October 31, 2017. Staff will present the CAFR at the November 8, 2017, Administration & Finance Committee meeting, the Technical Advisory Committee on November 16, 2017, and to the Executive Committee on December 4, 2017.

1st Quarter Budget Amendment

Item 4.C. of the Executive Committee meeting agenda contains the 1st Quarter Budget Amendment report, previously approved by the Administration & Finance, Technical Advisory, and Finance Directors Committees in October 2017.

Annual TUMF Review of Participating Agencies

WRCOG is conducting reviews of TUMF collections by participating agencies for FY 2016/2017. The reviews provide WRCOG an opportunity to meet with staff that are assigned to TUMF, including planning, public works, and finance staff. During the review, WRCOG randomly selects remittance reports to review and verify that the correct land use type has been used and that fees have been calculated properly. The reviews are expected to conclude by December 2017, with reports being issued to City Managers / agency heads in January 2018.

Financial Report Summary through August 2017

The Agency Financial Report summary, a monthly overview of WRCOG's financial statements in the form of combined Agency revenues and costs, through August 2017 is provided as Attachment 1.

Total Compensation Study Proposal

On October 11, 2017, the Administration & Finance Committee authorized the Executive Director to enter into an agreement with Koff & Associates to conduct an Agency Compensation Study. The amount of the contract is $20,000. In the past, staff has conducted informal salary and benefit surveys of other public entities for comparison purposes to examine whether Agency salary and benefits are in-line with what is being offered by other governmental agencies, including position titles, salary ranges, as well as the various levels of benefits to enable the Agency to attract a quality workforce.

Koff & Associates has over 33 years of experiencing in working with cities, counties, and special districts, including some in the WRCOG subregion. Among the agencies that have utilized the services of Koff & Associates include Riverside County Transportation Commission, the San Bernardino Council of Governments, and the Cities of Jurupa Valley, Menifee, and Perris.

The Study will examine if each of WRCOG's seven position titles is properly classified. Those seven titles include Executive Director, Deputy Executive Director, Director, Program Manager, Senior Analyst, Staff Analyst, and Technician. Koff & Associates will survey ten to twelve similar agencies and will determine if the starting and ending point of the salary range for each WRCOG position is appropriate.

Once the Study is concluded, Koff & Associates will bring their results and any recommendations to the Administration & Finance Committee for further discussion.

Prior Actions:

October 26, 2017: The Finance Directors Committee received and filed.
October 19, 2017: The Technical Advisory Committee received and filed.
October 11, 2017: The Administration & Finance Committee directed the Executive Director to enter into a contract in an amount not to exceed $20,000 with Koff & Associates to complete a Total Compensation Study for WRCOG.

Fiscal Impact:

Funding for the contract of Koff & Associates is included in the Fiscal Year 2017/2018 Budget under the consulting line item in the Administration Program, and will not exceed $20,000.

Attachments:

1. Financial Report summary – August 2017.
2. Total Compensation Study Proposal – Koff & Associates.

Item 4.F

Finance Department Activities Update Including Agency Audit and Upcoming Annual TUMF Compliance Review by Agencies

Attachment 1

Financial Report summary – August 2017

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Western Riverside Council of Governments
Monthly Budget to Actuals
For the Month Ending August 31, 2017

Revenues	Approved 6/30/2018 Budget	Thru 7/31/2017 Actual	Remaining 6/30/2018 Budget
General Assembly	300,000	18,800	281,200
WRCOG HERO Residential Revenue	816,771	263,508	553,263
CA HERO Residential Revenue	7,639,575	843,111	6,796,464
SCE WREP Revenue	75,000	14,438	60,562
WRCOG HERO Residential Recording Revenue	182,775	53,790	128,985
CA HERO Residential Recording Revenue	1,508,036	146,685	1,361,351
CA First Residential Revenue	167,000	8,426	158,574
CA First Residential Recording Revenue	86,000	3,159	82,841
Other Misc Revenue	-	5,921	(5,921)
RIVTAM Revenue	-	25,000	(25,000)
Commercial/Service - Admin Portion	101,097	7,991	93,106
Retail - Admin Portion	118,867	25,795	93,072
Industrial - Admin Portion	249,133	100,914	148,219
Residential/Multi/Single - Admin Portion	1,045,779	240,332	805,447
Multi-Family - Admin Portion	129,787	10,717	119,070
Commercial/Service - Non-Admin Portion	2,426,945	191,788	2,235,157
Retail - Non-Admin Portion	2,852,820	619,080	2,233,740
Industrial - Non-Admin Portion	5,979,195	2,421,937	3,557,258
Residential/Multi/Single - Non-Admin Portion	25,098,070	5,767,963	19,330,107
Multi-Family - Non-Admin Portion	3,114,890	257,216	2,857,674
Fund Balance/Carryover	6,299,409		6,299,409
Total Revenues	**62,996,435**	**11,026,571**	**51,969,864**
Expenditures			
Wages & Salaries	2,584,095	263,546	2,320,549
Fringe Benefits	739,956	113,504	626,452
Total Wages and Benefits	3,384,051	377,050	3,007,001
			-
Overhead Allocation	2,219,371	362,416	1,856,955
Audit Fees	27,500	2,267	25,233
Bank Fees	29,000	3,360	25,640
Commissioners Per Diem	62,500	4,950	57,550
Office Lease	427,060	11,437	415,623
Parking Validations	4,775	365	4,410
Event Support	112,600	6,885	105,715
General Supplies	66,536	243	66,293
Computer Supplies	12,500	788	11,712
Computer Software	18,000	7,284	10,716
Rent/Lease Equipment	35,000	1,064	33,936
Membership Dues	31,950	6,546	25,404
Subcriptions/Publications	6,500	27	6,473
Meeting Support/Services	12,100	462	11,638
Postage	8,155	1,055	7,100
Other Household Expenditures	4,880	424	4,456
Storage	1,000	3,502	(2,502)
Computer Hardware	1,000	1,643	(643)

Misc. Office Equipment	-	688	(688)
Communications-Regular	1,000	844	156
Communications-Long Distance	500	38	462
Communications-Cellular	12,677	686	11,991
Communications-Web Site	5,600	36	5,564
Equipment Maintenance - General	11,000	3,116	7,884
Equipment Maintenance - Computers	25,000	600	24,400
Insurance - General/Business Liason	72,950	24,795	48,155
PACE Recording Fees	1,862,811	138,555	1,724,256
Seminars/Conferences	24,550	125	24,425
General Assembly Expenditures	304,200	8,311	295,889
Travel - Mileage Reimbursement	15,700	1,843	13,857
Travel - Ground Transportation	13,100	88	13,012
Travel - Airfare	28,704	882	27,822
Meals	10,419	289	10,130
Other Incidentals	13,358	2,270	11,088
Training	14,321	128	14,193
Consulting Labor	3,659,928	82,505	3,577,423
Consulting Expenses	72,865	33,966	38,899
TUMF Project Reimbursement	39,000,000	1,103,079	37,896,921
BEYOND Expenditures	2,052,917	12,069	2,040,848
Total General Operations	61,181,206	1,829,631	59,351,575
Total Expenditures	**64,565,257**	**2,206,681**	**62,358,576**

Item 4.F

Finance Department Activities Update Including Agency Audit and Upcoming Annual TUMF Compliance Review by Agencies

Attachment 2

Total Compensation Study Proposal – Koff & Associates

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July 20, 2017

Total Compensation Study Proposal

Western Riverside Council of Governments

Submitted by:

Koff & Associates

GEORG S. KRAMMER
Chief Executive Officer

2835 Seventh Street
Berkeley, CA 94710
www.KoffAssociates.com

gkrammer@koffassociates.com
Tel: 510.658.5633
Fax: 510.652.5633

July 20, 2017

Mr. Ernie Reyna, CFO
Western Riverside Council of Governments
4080 Lemon Street, 3rd Fl., MS 1032
Riverside, CA 92501-3609

Dear Mr. Reyna:

Thank you for the opportunity to respond to your Request for Proposal for a **Total Compensation Study**, which includes position review for seven (7) job categories, as well as evaluation and review of the salary ranges and benefits for those same categories, for the **Western Riverside Council of Governments** ("WRCOG"), to be completed by December 31, 2017. We are most interested in assisting WRCOG with this important study and feel that we are uniquely qualified to provide value to your organization based on our experience working with other cities, counties, JPAs, and non-profit agencies throughout California.

Koff & Associates is an experienced Human Resources consulting firm that has been providing human resources consulting services to cities, counties, special districts, courts, educational institutions, and other public agencies for over thirty-three (33) years. The firm has achieved a reputation for working success-fully with management, employees, and governing bodies. We believe in a high level of dialogue and input from study stakeholders and our proposal speaks to that level of effort. That extra effort has resulted in close to *100% implementation* of all of our classification and compensation studies.

Koff & Associates ensures that each of our projects is given the appropriate resources and attention, resulting in a high level of quality control, excellent communication between clients and our office, commitment to meeting timelines and budgets, and a consistently high-caliber work product.

As Chief Executive Officer of the firm, I would assume the role of Project Director and be responsible for the successful completion of the project. I can be reached at our Berkeley address and the phone number listed on the cover page. My email is gkrammer@koffassociates.com.

This proposal will remain valid for at least ninety (90) days from the date of submittal. Please call if you have any questions or wish additional information. We look forward to the opportunity to provide professional services to the Western Riverside Council of Governments.

Sincerely,

Georg S. Krammer
Chief Executive Officer

TABLE OF CONTENTS

PROPOSER QUALIFICATIONS

Koff & Associates ("K&A") is a public sector human resources consulting firm that was founded in 1984 by Gail Koff; K&A has been assisting cities, counties, special districts, other public agencies, and non-profit organizations with their classification and compensation needs for over thirty-three (33) years.

We are a private corporation and our legal name is Kaneko & Krammer Corp. dba Koff & Associates. Our headquarters are located in Berkeley, CA, and we have satellite offices in Southern California, the Central Valley, and the Sacramento Region. We are a California State-certified Small Business Enterprise and a locally certified Very Small Local Business Enterprise (through County of Alameda). We are also a certified Small Local Business (SLB) through the County of Alameda, and a DBE (Disadvantaged Business Enterprise).

We are familiar with the various public sector organizational structures, agency missions, operational and budgetary requirements, and staffing expectations. We have extensive experience working in both union and non-union environments (including service as the management representative in meet & confer and negotiation meetings), working with Joint Power Authorities, City Councils, County Commissions, Boards of Directors, Boards of Supervisors, Boards of Trustees, and Merit Boards.

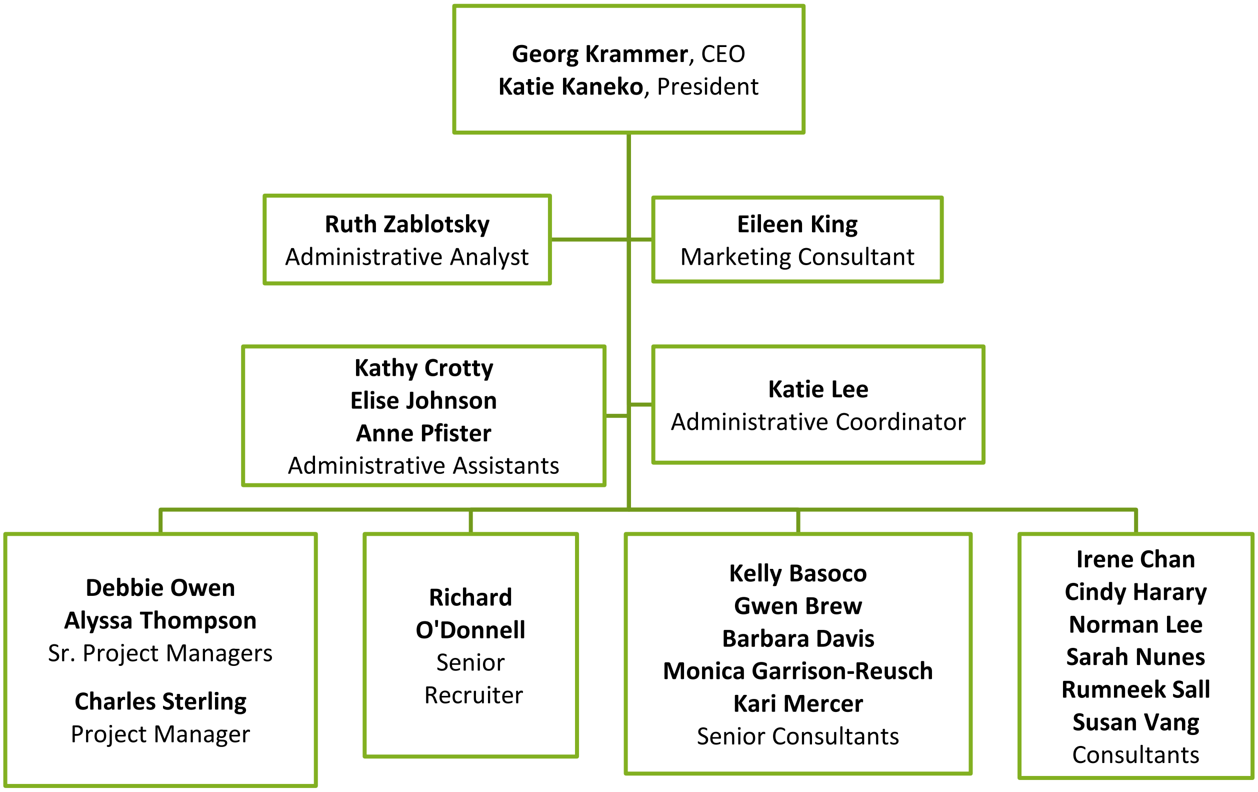
The firm's areas of focus are classification and compensation studies (approximately 70% of our workload); organizational development/assessment studies; performance management and incentive compensation programs; development of strategic management tools; policy/procedure development and employee handbooks; training and development; executive search and staff recruitments; public agency consolidations and separations; Human Resources audits; and serving as off-site Human Resources Director for smaller public agencies that need the expertise of a Human Resources Director but do not need a full-time, on-site professional.

Without exception, all of our studies have successfully met all of our intended commitments; communications were successful with employees, supervisors, management, and union representatives; and we were able to assist each agency in successfully implementing our recommendations. All studies were brought to completion within stipulated time limits and proposed budgets.

Our long list of clients is indicative of our firm's reputation as being a quality organization that can be relied on for producing comprehensive, sound, and cost-effective recommendations and solutions. K&A has a reputation for being "hands on" with the ability and expertise to implement its ideas and recommendations through completion in both union and non-union environments.

K&A relies on our stellar reputation and the recommendations and referrals of past clients to attract new clients. Our work speaks for itself and our primary goal is to provide professional and technical consulting assistance with integrity, honesty and a commitment to excellence. We are very proud of the fact that we have not had any formal appeals in 33 years, working with hundreds of public agency clients and completing hundreds of classification, compensation, organizational and other kinds of studies.

Our entire team consists of twenty-three (23) employees as shown below in our organizational chart.



No subcontractors will be assigned to this study.

TEAM MEMBER QUALIFICATIONS

All members of our team have worked on multiple total compensation studies and are well acquainted with the wide array of public sector organizational structures, compensation structures, classification plans, as well as the challenges and issues that arise when conducting studies such as this one for WRCOG.

Following are short biographies of the specific staff who will be assigned to this study:

Georg Krammer, M.B.A., S.P.H.R.
Chief Executive Officer

Georg brings close to twenty (20) years of management-level human resources experience to Koff & Associates with an emphasis in organizational development; classification and compensation design; market salary studies; executive and staff recruitment; performance management; and employee relations, in the public sector, large corporations and small, minority-owned businesses. He had five (5) years in the private sector where he served as an HR Manager, and Administrative Officer, and then HR Director.

After obtaining a Master of Arts in English and Russian and teaching credentials at the University of Vienna, Austria, Georg came to the United States to further his education and experience and attained his Master of Business Administration from the University of San Francisco. After starting his HR career in Wells Fargo's college recruiting department, he moved on to HR management positions in the banking and high-tech consulting industries. With his wide-ranging and deep experience as a well-rounded senior HR generalist, his education in business and teaching, his depth and breadth of experience with public sector HR needs, programs, and functions, Georg's contribution to K&A's variety of projects greatly complements the Koff & Associates consulting team. He has spearheaded several hundred classification, compensation, organizational, strategic planning, etc., studies for hundreds of cities, towns, counties, and special districts throughout the State of California and has contributed to more than quadrupling the size of Koff & Associates as a result of the success of his projects and the subsequent expansion of the business through referrals from satisfied clients. Georg joined K&A in 2003 and has been the firm's Chief Executive Officer since 2005.

Georg will be key personnel and serve as the Co-Project Director for this project; he will coordinate all of K&A's efforts, will attend all meetings with WRCOG, and will be responsible for all work products and deliverables.

Debbie Owen, CCP
Senior Project Manager

Debbie has over twenty (20) years of experience providing classification and compensation consulting services to public sector agencies; she has worked with clients across local government including cities, counties, special districts, and transit agencies. Her project roles include serving in the capacity of either project team member or project manager. Prior to beginning her public sector consulting career, Debbie worked as a Compensation and Benefits Specialist in the private sector for five (5) years.

In 1992, Debbie obtained her certification as a Certified Compensation Professional (CCP) from the American Compensation Association (now *WorldatWork*); to ensure current knowledge of compensation and benefits program trends and best practices, she maintains active membership in the *WorldatWork* organization.

Her specialized, diverse experience includes serving as a project team member on classification projects by facilitating employee orientation sessions, conducting employee job evaluation meetings, researching/evaluating classification concepts, analyzing data for employee allocations, developing/revising classification specifications and preparing classification reports. Her compensation experience includes base salary or total compensation survey development, labor market agency research and recommendations, comparable agency job matching, compensation data analysis, salary recommendations and preparing compensation reports. In addition to serving as a team member, Debbie has often served as a project manager, working with clients to evaluate their classification and compensation needs, directing the work of teams to provide high quality deliverables consistent with best practices, presenting study findings to client stakeholders, and addressing feedback from the client.

Since joining K&A, Debbie has worked on the following projects, either as Co-Project Director or as Sr. Project Manager:

- County of El Dorado (class);
- County of Trinity (class and comp);
- County of Bernalillo, New Mexico (class);
- City of Campbell (small class studies and FLSA analysis);
- City of Redwood City (small class studies);
- City of National City (comp);
- Contra Costa County Employee Retirement System (CCCERA) (class and comp);
- El Dorado Hills Community Services District (class and comp);
- Sweetwater Authority (comp);
- Livermore Area Recreation and Parks District (class);
- Alameda-Contra Costa Transit (class and comp);
- Truckee Sanitary District (class and comp);
- Trabuco Canyon Water District (FLSA analysis and comp); and
- Western Municipal Water District (retirement system practices survey).

Debbie will serve as the Co-Project Director for this study; together with Georg, she will coordinate all of K&A's efforts, will attend all meetings with WRCOG, and will be responsible for all work products and deliverables. She will provide consultant support for this project, including compensation analysis, internal job analysis, development of recommendations, and implementation strategies.

Cindy Harary, B.A.
Consultant

Cindy's professional qualifications include over twenty-seven (27) years of experience in the Human Resources field, primarily in classification and compensation. She spent the first eleven (11) years in the public sector working for the City of Whittier, California, where she started out in their Public Works department before moving to the Human Resources Department. She gained experience in classification and compensation, recruitment and selection, employee training and development, labor relations, and general human resources administration.

For the next sixteen (16) years, Cindy worked as a Human Resources Consultant for another private human resources consulting firm where she specialized in conducting classification and compensation studies for multiple public sector agencies including cities, counties, and special districts as well as several private sector clients. While there, some of the Orange County cities she worked on in partnership with other consultants at that firm were: Cities of Brea, Laguna Beach, Lake Forest, La Palma, Los Alamitos, Placentia, San Clemente, Stanton, and Tustin. For cities in Los Angeles County, her Classification and Compensation work includes: Cities of Corona, Downey, El Monte, Manhattan Beach, and Upland. Finally, in San Bernardino County she has done Classification and Compensation work for the City of Rancho Cucamonga.

Since joining K&A, Cindy has conducted Classification and/or Compensation work for Vallecitos Water District, in San Marcos; the Cities of National City; Anaheim; Santa Ana; Seal Beach; and Menifee; Sweetwater Authority, in Chula Vista; County of Orange-Public Works Study; Housing Authority of Alameda; Oro Loma Sanitary District; and South Coast Air Quality Management District, in Diamond Bar. She has worked on these studies in conjunction with Georg Krammer, CEO, and Project Director for each study.

Cindy earned her B.A. degree in Broadcast Journalism at California State University, Long Beach.

Cindy will provide consultant support throughout this effort for WRCOG, including compensation analysis, internal job analysis, development of recommendations, and implementation strategies.

REFERENCES

NOTE: We are currently conducting similar studies for the City of Murrieta, and the Eastern Municipal Water District.

Agency & Project	Contact
Calaveras Council of Governments Classification and Total Compensation Study, completed 2013.	**Ms. Melissa Raggio** Administrative Services Officer (209) 754-2094, Ext. 105 444 E. Saint Charles Street, Suite A San Andreas, CA 95249 mraggio@calacog.org
Humboldt County Association of Governments (HCAOG) Agency-wide Classification and Total Compensation Study, 2011.	**Ms. Marcella Clem** Executive Director (707) 444-8208 427 F Street, Suite 220 Eureka, CA 95501 Marcella.clem@hcaog.net *Note: our HCAG contact at the time of the study was **Ms. Debbie Egger**:* *Debbie.egger@hcaog.net*
Riverside County Transportation Commission Classification and Total Compensation Studies, completed in April 2013 and another in 2015.	**Ms. Beth Gutierrez** Human Resources Manager (951) 787-7941 4080 Lemon St., 3rd Floor Riverside, CA 92502 bgutierrez@rctc.org
SACOG (Sacramento Area Council of Governments) Classification and Compensation Study, 2016. Human Resources Services since 2014.	**Mr. Erik Johnson** Manager of Policy & Administration (916) 340-6247 1415 L Street, Suite 300 Sacramento, CA 95814 ejohnson@sacog.org
SANBAG (San Bernardino Associated Governments) Classification and Total Compensation Study, 2014.	**Ms. Colleen Franco** HR/Information Services Administrator (909) 884-8276 1170 W. 3rd St., 2nd Fl. San Bernardino, CA 91410-1715 cfranco@sanbag.ca.gov
San Bernardino International Airport / Inland Valley Development Agency (IVDA/SBIAA) Classification and Compensation Study, 2015.	**Ms. Catherine Pritchett** Sr. Asst. to the Executive Director Administrative Services (909) 382-4100, Ext. 134

Organizational Study, 2016.	1601 E. Third St. San Bernardino, CA 92408 cpritchett@sbdairport.com
Northern California Power Agency (NCPA) Compensation Study, 2016.	**Ms. Vicki Cichocki** Manager Human Resources (916) 781-4209 651 Commerce Drive Roseville, CA 95678 Vicki.Cichocki@ncpa.com
Santa Barbara County Association of Governments (SBCAG) Classification and Compensation Study, 2015. Executive Director position benchmarked and surveyed.	**Ms. Bobbi Didier** Director of Administrative Services (805) 961-8903 260 N. San Antonio Rd., Suite B Santa Barbara, CA 93110 bdidier@sbcag.org
San Francisco County Transportation Authority In 2010 K&A performed a Total Compensation Study and developed a Performance Management System; we also conducted Total Compensation Study updates in 2011, 2013 and 2015. The last Compensation Study included the Executive Director as a benchmarked, surveyed position.	**Ms. Cynthia Fong** Deputy Director for Finance & Administration (415) 522-4828 100 Van Ness Ave., 26th Floor San Francisco, CA 94102 Cynthia.fong@sfcta.org
Transportation Corridor Agencies Compensation Study, 2016.	**Ms. Amy Potter** Chief Financial Officer (949) 754-3498 125 Pacifica, Suite 100 Irvine, CA 92618-3304 apotter@thetollroads.com
City of Jurupa Valley Citywide Classification and Total Compensation Study, 2015.	**Mr. Alan Kreimeier** Director of Administrative Services (951) 332-6464 8930 Limonite Avenue Jurupa Valley, CA 92509 akreimeier@jurupavalley.org
City of Menifee Compensation Study, 2017. Citywide Classification and Total Compensation Study, 2011.	**Mr. Bruce Foltz** Finance Director (951) 723-3703 29714 Haun Road Menifee, CA 92586 bfoltz@cityofmenifee.us

City of Perris Classification and Total Compensation Study, 2007; Organizational Assessment Study, 2009; Classification and Total Compensation work, 2011; Classification Study, 2013.	**Ms. Isabel Carlos** Administrative Services Manager (951) 943-6100 101 N. D Street Perris, CA 92570 icarlos@cityofperris.org

EXECUTIVE SUMMARY, APPROACH, METHODOLOGY

The Western Riverside Council of Governments ("WRCOG") desires human resources consulting assistance to conduct an objective analysis of its compensation practices; recommend changes that result in equitable, competitive and legally defensible classification and pay practices that will both attract and retain qualified individuals as well as enhance opportunities for growth and professional development; evaluate the current employee benefit and compensation plan against comparable markets and comparable employers; provide recommendations for adjustments.

- WRCOG currently wishes to ensure the following positions and titles are classified properly:

    1. Executive Director
    2. Deputy Executive Director
    3. Directors (3)
    4. Program Managers (6)
    5. Senior Analysts (4)
    6. Staff Analysts (7)
    7. Technicians (7)

- Based on the titles just provided, WRCOG wishes to determine whether the salary ranges are within averages of similar agencies:

    1. Each position has 14 steps, 5% from step-to-step
    2. Does position start too low?
    3. Does position end too low?

- Finally, WRCOG wishes to review benefits, as compared to a comparable group of agencies.

The purpose of the study is to review WRCOG's compensation structure for the studied positions, and conduct a total compensation market survey (salaries plus benefits) using a set of appropriate comparator agencies. The identification of comparator agencies, confirmation of benchmark classifications, and benefits to be collected is an iterative process that includes all stakeholders. We have found this open discussion philosophy to be critical to our success for organizational buy-in. Once the external data development is completed, we will make specific recommendations for internal equity for non-benchmarked classifications and classifications without a large enough market sampling.

The Total Compensation Study will contain specific recommendations regarding the integration of all study classifications into WRCOG's compensation structure, with the goal of developing a clearly designed, internally equitable format that is flexible for career opportunity and future growth. Our study will make recommendations regarding a salary structure that takes WRCOG's compensation preferences into consideration as well as the appropriate placement of each classification on WRCOG's salary schedule.

The study includes a significant number of meetings with the Study Project Team, Human Resources, employees, and the Board of Directors, as desired. We have expertise in labor/management relations and understand the importance of active participation by all stakeholders to ensure a successful outcome.

The meetings and "stakeholder touch-points" that we recommend ensure understanding of the project parameters, enhance accurate intake and output of information, and create a collaborative and interactive approach that will result in greater buy-in for study recommendations. This interactive approach, although time-consuming, has resulted in almost 100% implementation success of K&A's studies.

Total Compensation Study Objectives:

- To review and understand all current documentation, rules, regulations, policies, procedures, budgets, class descriptions, organizational charts, memoranda of understanding ("MOU"), personnel policies, wage and salary schedules, and related information so that our recommendations can be operationally incorporated with a minimum of disruption;
- To conduct start-up Study Project Team meetings with management, study project staff, and other stakeholders to discuss any specific concerns with respect to the development of compensation recommendations; finalize study plans and timetables; conduct employee orientation sessions with management and staff in order to educate and explain the scope of the study and describe what are and are not reasonable study expectations and goals;
- To make recommendations regarding a list of appropriate comparator agencies, benchmark classifications, and benefits to be collected prior to beginning the compensation study;
- To collect accurate salary and benefit data from the approved group of comparator agencies and to ensure that the information is analyzed in a manner that is clear and comprehensible to the Study Project Team, Human Resources, management, the Board of Directors, and employees;
- To carefully analyze the scope and level of duties and responsibilities, requirements for successful work performance, and other factors for survey classes according to generally accepted compensation practices;
- To review WRCOG's compensation structure and practices and develop compensation recommendations that will assist WRCOG in recruiting, motivating, and retaining competent staff;
- To develop a compensation structure that meets all legal requirements, is totally non-discriminatory, and easily accommodates organizational change, growth, and operational needs;
- To develop solutions that address pay equity issues, analyze the financial impact of addressing pay equity issues, and create a market adjustment implementation strategy supporting WRCOG's goals, objectives, and budget considerations;
- To evaluate benefit offerings in the labor market and make recommendations for better alignment and/or different benefit offerings as indicated by the analysis and best practices;
- To create a comprehensive final report summarizing the compensation study approach and methodology, analytical tools, findings, and recommended compensation structure;
- To recommend appropriate internal salary relationships and allocate classes to salary ranges in a comprehensive salary range plan;
- To work collaboratively and effectively with WRCOG and its stakeholders while at the same time maintaining control and objectivity in the conduct of the study;
- To document all steps in the process and provide documentation and training for Human Resources and other staff, as appropriate, in compensation analysis methodologies so that WRCOG can integrate, maintain, administer, and defend any recommended changes after the initial implementation; and

- To provide effective ongoing communications throughout the duration of the project and continued support after implementation.

Methodology / Work Plan / Deliverables:

Deliverable A: Meetings with the Study Project Team and Management Staff for Review of Process, Products and Documents Required

During the initial meeting with the Study Project Team, we will discuss the compensation study factors that need to be agreed upon. This deliverable includes identifying WRCOG's Study Project Team (Human Resources, etc.), contract administrator, and reporting relationships. Our team will conduct an orientation and briefing session with the Study Project Team to explain process and methodology; create the specific work plan and work schedule; identify subsequent tasks to be accomplished; reaffirm the primary objectives and specific end products; determine deadline dates for satisfactory completion of the overall assignment; determine who will be responsible for coordinating/scheduling communications with employees, managers, and stakeholders; and develop a timetable for conducting the same.

We are open to facilitating a meeting with the Board of Directors to ensure that we set appropriate expectations of this project, receive any direction, and provide any educational information, as appropriate.

Included in this task will be the gathering of written documentation, identifying current incumbents, and assembling current class descriptions, organizational charts, salary schedules, budgets, employment contracts, personnel policies, previous classification studies, and any other relevant documentation to gain a general understanding of WRCOG operations.

WRCOG terminology and methods of current compensation procedures will be reviewed and agreed to. We will discuss methodology, agree to formats for compensation results, identify appropriate comparator agencies, benchmark classifications, and benefits to be surveyed for compensation survey purposes. We will respond to any questions that may arise from the various stakeholders.

Deliverable B. List of Comparator Agencies, Benchmark Classifications, and Benefits to be Collected

During the initial meeting with the Study Project Team, we will discuss and agree to the compensation study factors. We will identify appropriate comparator agencies that will be included in the external market survey, which will be the foundation of ensuring that the agencies' salaries for the studied classifications are competitively aligned with the external labor market. We will also confirm those classifications that will be surveyed in the market (i.e., benchmark classifications), with the intention of internally aligning the remaining classifications with those that were surveyed. Finally, we will determine the list of benefits that WRCOG wants to include in the total compensation data gathering process.

1. **Determination of Comparator Agencies**

   The selection of comparator agencies is considered a critical step in the study process. We typically use the following factors to identify appropriate comparators and will receive approval before proceeding with the total compensation survey.

Our recommended methodology is that we involve the Board of Directors, management, Human Resources, and employee representation in the decision-making process of selecting which comparable agencies are included, **PRIOR** to beginning the study. Our experience has shown that this is the most successful approach. The factors that we typically review when selecting and recommending appropriate comparator agencies include:

- ***Organizational type and structure*** – While various organizations may provide overlapping services and employ some staff having similar duties and responsibilities, the role of each organization is somewhat unique, particularly in regard to its relationship to the citizens it serves and level of service expectation. During this iterative process, WRCOG's current/ previous list of comparators and the advantages/disadvantages of including them or others will be discussed.
- ***Similarity of population served, WRCOG demographics, WRCOG staff, and operational budgets*** – These elements provide guidelines in relation to resources required (staff and funding) and available for the provision of services.
- ***Scope of services provided*** – While having an organization that provides all of the services at the same level of citizen expectation is ideal for comparators, as long as the *majority* of services are provided in a similar manner, sufficient data should be available for analysis.
- ***Labor market*** – The reality of today's labor market is that many agencies are in competition for the same pool of qualified employees. Individuals often do not live in the community they serve. Therefore, the geographic labor market area (where WRCOG may be recruiting from or losing employees to) will be taken into consideration when selecting potential comparator organizations.
- ***Cost-of-living*** – The price of housing and other cost-of-living related issues are some of the biggest factors in determining labor markets. We will review overall cost-of-living of various geographic areas, median house prices, and median household incomes to determine the appropriateness of various potential comparator agencies.

We typically recommend using ten to twelve (10-12) comparator agencies but are flexible and can easily use a different approach based on WRCOG preferences.

2. Determination of Benchmark Classifications

In the same collaborative manner as described in Step 1 above, we will work with WRCOG stakeholders to select those classifications that will be surveyed.

"Benchmark classes" are ordinarily chosen to reflect a broad spectrum of class levels. In addition, those that are selected normally include classes that are most likely to be found in other similar agencies, and therefore provide a sufficient valid data sample for analysis. Internal relationships will be determined between the benchmarked and non-benchmarked classifications and internal equity alignments will be made for salary recommendation purposes. Due to the fact that the labor market typically yields reliable data, we recommend using approximately 60-65% of all classifications as benchmarks but we are happy to use a different model.

Due to the small number of classifications in this study (7), we will most likely survey the majority of them. The exception may be those classification series that have more than one level for which we would typically only survey the journey-level and internally align the other levels of the class series. We are happy to discuss our methodology with WRCOG if we are selected to perform this project. It looks like the organization uses broad classifications and we may want to survey separate functions within each classification. Again, the final decision will be made in collaboration with the agency.

3. Determination of Salary and Benefits Data to Be Collected

In addition to base salaries, benefit data elements for a Total Compensation Study normally include at least the following (which are generally available to all staff in a specific job classification):

- **Monthly Salary –** The top of the normal, published salary range. All figures are presented on a monthly or annual basis. We normalize the salary data to reflect number of hours in the work week and/or roll-up of retirement or other benefits in base salaries.
- **Employee Retirement –** This includes two figures: the amount of the employee's State or other public or private retirement contribution that is contributed by the agency and the amount of the agency's Social Security contribution.
- **Retiree Healthcare –** With healthcare costs rising and retiree healthcare and liabilities increasing for many public agencies, we also collect this information.
- **Insurance –** This typically includes Health, Dental, Vision, Life, Long-Term Disability, Short-Term Disability, and other insurance coverage.
- **Leave –** Other than sick leave, which is usage-based, leave is the amount of days off for which the organization is obligated. All days will be translated into direct salary costs.
    - **Vacation:** The number of vacation days available to all employees after five (5) years of employment.
    - **Holidays:** The number of holidays (including floating) available to the employee on an annual basis.
    - **Administrative/Personal Leave:** Administrative leave is normally the number of days available to management staff to compensate for the lack of payment for overtime. Personal leave may be available to other groups of employees to augment vacation or other time off.
- **Deferred Compensation –** We report any employer contribution made on the employee's behalf, whether dollar amount or percentage of salary, that does not require an employee-matching contribution. We can also report employer contributions that do require an employee match and would do so as a separate report.
- **Other –** This category includes any other benefits that are available to all employees within a classification and not already specifically detailed.

Deliverable C. Data from Comparators

K&A does not collect market compensation data by merely sending out a written questionnaire. We find that such questionnaires are often delegated to the individual in the department with the least experience in the organization and given a low priority. Our experienced compensation analysts conduct all of the data collection and analysis to ensure validity of the data and quality control. This approach also ensures that we compare job description to job description and not just job titles, therefore ensuring true "matches" of at least 70%, which is the percentage we use to determine whether to include a comparator classification or not. Our job analysis method is the whole position analysis approach. Objective factors in the whole position classification methodology include:

1. Education, Training, and Certifications/Licenses
2. Required Experience
3. Problem Solving/Ingenuity
4. Attention/Stress (Concentration/Time Pressure & Interruptions)
5. Independence of Action/Responsibility
6. Contacts with Others/Internal/External
7. Supervision Received and/or Given to Others
8. Consequences of Action/Decisions Made on the Job
9. Equipment Used
10. Working Conditions
11. Physical/Mental Demands

Our analysis will include written documentation of our assessment methodology and assessment for each position surveyed.

We typically collect classification descriptions, organization charts, salary schedules, personnel policies, MOUs, and other information via website, by telephone, or by an onsite interview. With the prior knowledge from the data gathered directly from each comparator agency and our experience in the public sector human resources field, our professional staff makes preliminary "matches" and then schedules appointments by telephone, or sometimes in person, with knowledgeable individuals to answer specific questions. We find that the information collected using these methods has a very high validity rate and allows us to substantiate the data for employees, management, and governing bodies.

Deliverable D. Analysis and Preliminary Review of Data

Data will be entered into spreadsheet format designed for ease of interpretation and use. The information will be presented in a format that will identify the comparator positions used for each classification comparison. Information will be calculated based upon both average and median figures allowing WRCOG to make informed compensation decisions.

Other elements of the compensation survey report are agencies surveyed; comparable class titles; salary range maximum/control point; number of observations; and percent of WRCOG's salary range is above/below the market values. In addition, we will include any type of statistical representation and analysis that WRCOG desires such as 60th, 70th, or any other percentiles.

Benefits data will be displayed in an easy-to-read format. You will receive three sets of spreadsheets per classification, one with base pay, one with the benefits detail, and one with total compensation statistical data. In addition, we are often asked to collect "other" benefits (as listed in the benefits section above), which we typically report on a separate spreadsheet.

Deliverable E. Draft Compensation Findings/Additional Analysis/Study Project Team Meetings

We distribute our draft findings to the Study Project Team. After their preliminary review, K&A will meet with the Study Project Team and other stakeholders (including management, employees, and Human Resources) to clarify data, to receive requests for reanalysis of certain comparators, and to answer questions and address concerns. This provides an opportunity for the Study Project Team and other stakeholders to review and question any of our recommended benchmark comparator matches. If questions arise, we conduct follow-up analysis to reconfirm our original analysis and/or make corrections as appropriate.

Deliverable F. Analysis of Internal Relationships and Alignment

To determine internal equity for all studied positions, considerable attention will be given to this phase of the project. It is necessary to develop an internal position hierarchy based on the organizational value of each classification. Again, we utilize the <u>whole position analysis methodology</u> as described earlier, in Deliverable C.

By reviewing those factors, we will make recommendations regarding vertical salary differentials between classes in a class series (if recommended), as well as across departments. This analysis will be integrated with the results of the compensation survey and WRCOG's existing compensation plan.

The ultimate goal of this critical step in the process is to address any potential internal equity issues and concerns with the current compensation system, including compaction issues between certain classifications. We will create a sound and logical compensation structure for the various levels within each class series, so that career ladders are not only reflected in the classification system but also in the compensation system, with pay differentials between levels that allow employees to progress on a clear path of career growth and development. Career ladders will be looked at vertically, as well as horizontally, to reflect WRCOG's classification structure.

Deliverable G. Compensation Structure and Implementation Plan

Depending on data developed as a result of the internal analysis, we will review and make recommendations regarding internal alignment and the salary structure (set of salary ranges, salary differentials, steps within ranges, the number of steps and how to place the lowest and highest steps, and/or alternative compensation plans) within which the classes are allocated, based upon WRCOG's preferred compensation model. In addition, we will develop externally competitive benefit comparisons for all classifications. Finally, we will develop a proposed implementation plan based on the study results and recommendations.

We will conduct a competitive pay analysis using the market data gathered to assist in the determination of external pay equity and the recommendation of a new base compensation structure. We will conduct a comparative analysis to illustrate the relationships between current pay practices and the newly determined market conditions and develop solutions to address pay equity issues, analyze the financial impact of addressing pay equity issues, and create a market adjustment implementation strategy supporting WRCOG goals, objectives, and budget considerations. We will develop recommendations covering special compensation issues such as salaries above the maximum; seniority; promotions; maintenance of the salary schedules; etc.

Draft recommendations will be discussed with the Study Project Team and management for discussions and decisions on overall pay philosophy and the practicality of acceptance and prior to developing an Interim Report.

Deliverable H. Final Report and Guidelines for Implementation

The Draft Interim Report of the Total Compensation Study will be completed and submitted to the Study Project Team for review and comment. The report will provide detailed compensation findings, documentation, and recommendations. It will include:

- A set of all market data spreadsheets;
- A proposed Salary Range document;
- A procedure to address employees whose base pay exceeds the maximum of their newly assigned pay range;
- Implementation issues and cost projections surrounding our recommendations; and
- A guide for rules, policies and procedures for WRCOG in implementing, managing and maintaining the compensation system.

Once all of WRCOG's questions/concerns are addressed and discussed, a Final Compensation Report will be created and submitted in bound format. The Final Report will incorporate any appropriate revisions identified and submitted during the review of the draft report.

Deliverable I. Formal Appeals Support

Should WRCOG have a formal appeal process regarding the allocation of positions to classifications and of classifications to salary ranges, this proposal does not cover time regarding a formal appeal process. If our on-site participation is desired, our stated composite hourly rate will be honored. As mentioned above, however, our internal process usually addresses any appeal issues.

Deliverable J. Final Presentation

Our proposal includes multiple meetings and weekly oral and written status/progress updates to the Study Project Team. Regarding the involvement of the Board of Directors, we recommend at least one initial meeting to confirm the comparator agencies to be included in the study, one interim study session (to discuss the initial findings of the compensation study), and one final presentation of our Final Report. Of course, we are flexible regarding having more or less interaction with the Board, based on WRCOG's preferences.

❖ Post-Implementation Consultation and Support

We are committed to providing WRCOG with the highest-quality product and service. Providing ongoing consultation and support after study implementation is a service that is included in our professional fees and a continued relationship-building aspect of our client relationship that we highly value.

We often find that clients will call or email with follow-up questions and to discuss certain aspects of the study, ask why decisions and recommendations were made, and other important components of the study. We consider post-implementation support as part of our customer service.

Should WRCOG request any additional onsite meetings and/or training after implementation of the study and/or other specific, identifiable work efforts, such as position reclassification studies, creating new class descriptions, or conducting annual surveys, we would honor our composite hourly rate for actual hours spent at WRCOG. However, from experience, we expect that most follow-up support will be conducted via telephone and email and this is absolutely included in our "Not To Exceed Fee" for this project.

❖ Stakeholder Engagement

The meetings and communications with stakeholders that we recommend ensure understanding of the project parameters, enhance accurate intake and output of information, and encourage a collaborative and interactive approach that will result in greater buy-in for study recommendations. This interactive approach, although time-consuming, has resulted in almost 100% implementation success of K&A's studies.

We believe in an interactive and collaborative process with the whole organization and in a high level of stakeholder contact and interaction to ensure organizational buy-in of the study throughout the entire process. Following are the major milestones at which we touch base with Human Resources, employees, managers, and other stakeholders, as appropriate:

- Initial study kick-off and employee/management orientation meetings;
- Stakeholder input regarding a list of appropriate comparator agencies;
- WRCOG stakeholder review of compensation study data and contact with them to address any challenges to the market comparables we identified for each classification;
- Stakeholder input on internal salary relationship analysis and recommendations; and
- Stakeholder input regarding final compensation plans and structure recommendations.

These steps will ensure that the study results in a product that is accepted and trusted by all levels within the organization. Beyond sound mechanics, our approach includes sufficient communication steps to ensure that the study methodology is understood and the results are regarded as expert, impartial, and fair.

TIME REQUIREMENTS

Our professional experience is that compensation studies of this scope and for this size organization take approximately three to four (3-4) months to complete, allowing for adequate compensation data collection and analysis, review steps by WRCOG, the development of final reports, any appeals, and presentations.

Therefore, completion of the study by year-end, in time for the January 2017 time frame you referenced, is reasonable and achievable. Please note, however, we would be able to start the project in September. The following is a suggested timeline (which can be modified based on WRCOG's needs):

Deliverable	Total Compensation Study	Week #
A.	Meetings with Study Project Team and Management Staff for Initial Documentation Review	Week 1
B.	List of Comparator Agencies, Benchmark Classifications, and Benefits to be Collected	Week 2
C.	Data from Comparators	Week 8
D.	Analysis and Preliminary Review of Data	Week 9
E.	Draft Compensation Findings/Additional Analysis/Study Project Team Meetings	Week 12
F.	Analysis of Internal Relationships and Alignment	Week 13
G.	Compensation Structure and Implementation Plan	Week 14
H.	Final Report and Guidelines for Implementation	Week 15
I.	Formal Appeals Support *	As Needed
J.	Final Presentation	As Scheduled

COST PROPOSAL

We have often found our process requires a very high level of time commitment, which sometimes results in a higher proposal cost. We believe that our methodology and implementation success rate is attributable to the significantly greater level of contact we have with management, governing body, and staff. The time we commit to working with the employees (orientations and briefings, meetings with employees via personal interviews, informal appeal process, etc.) results in significantly greater buy-in throughout the process and no formal appeals at the end of the study.

In fact, our firm has never had a formal appeal to any of our studies in our 33 years in business. It has been our experience that the money and time invested in stakeholder communication throughout the study are money and time saved during implementation. Numerous times our firm has been hired after an agency has gone through an unsuccessful study whose results were rejected or appealed and whose implementation was very controversial. The result was a divided organization with hostility and animosity between employees/employee representation and management. Whenever our firm was hired after such an unfortunate experience, study stakeholders were amazed at our open and all-inclusive process, our efforts to elicit equal stakeholder input, and our development of recommendations that were accepted as fair and reasonable and understood by management, employees, and the governing body. Our success rate is also attributable to the fact that we have over 33 years of experience working with employees of all types of backgrounds, educational levels, and work experiences, and we are accustomed to successfully communicating with and educating them throughout the process. It is imperative that all employees eventually buy into the study results and recommendations, whether they have been through a process like this before or whether this is the first time for them.

Our clients always provide feedback that our process was professional, comprehensive, understandable, timely, and inclusive. Employees, although not necessarily always happy with our recommendations, have always indicated that we listened to their issues and concerns and were available for discussion, as required. Although time consuming, we also drive the process to ensure that timelines are met and schedules are maintained.

Deliverables	Total Compensation Study	Hours
A.	Meetings with Study Project Team and Management Staff for Initial Documentation Review	12
B.	List of Comparator Agencies, Benchmark Classifications, and Benefits to be Collected	12
C.	Data from Comparators ❖ *up to 12 benchmarks, up to 12 comparators*	40
D.	Analysis and Preliminary Review of Data ❖ *up to 12 benchmarks, up to 12 comparators*	20
E.	Draft Compensation Findings/Additional Analysis/Study Project Team Meetings	12
F.	Analysis of Internal Relationships and Alignment	4
G.	Compensation Structure and Implementation Plan	12
H.	Final Report and Guidelines for Implementation	16
I.	Formal Appeals Support *	0
J.	Final Presentation	10
	Anticipated hours for additional unscheduled meetings and phone calls	8
	Total Professional Hours	**146**
	Combined professional and clerical composite rate: **$135/Hour**	**$19,710**
	Expenses **are included** in our combined composite rate:	**N/A**
	Expenses include but are not limited to duplicating documents, binding reports, phone, fax, supplies, postage, travel expenses, per diem, etc.	
	TOTAL NOT-TO-EXCEED COST FOR PROJECT:	**$19,710**
	*Additional consulting will be honored at composite rate **($135/Hour)**	

INSURANCE ACKNOWLEDGEMENT

We will submit and support the levels of coverage and endorse WRCOG with our General Liability coverage upon award of a contract for the project.

Workers' Compensation:	Statutory Limits
Commercial General Liability:	$2,000,000 per occurrence
Professional Liability (Errors & Omissions):	$1,000,000 per occurrence
Automobile Insurance:	$1,000,000 per occurrence

Our insurance broker is Ms. Eileen Hollander, Sr. Account Manager/Commercial Lines, Integro Insurance Brokers, 2300 Contra Costa Blvd., Suite 375, Pleasant Hill, CA 94523.

Signature Page

Koff & Associates intends to adhere to all of the provisions described above.

This proposal is valid for ninety (90) days.

Respectfully submitted,

By: **KOFF & ASSOCIATES**
State of California

Georg S. Krammer **July 20, 2017**
Chief Executive Officer

Item 4.G

Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **Environmental Department Activities Update**

Contact: **Dolores Badillo, Senior Analyst, dbadillo@wrcog.us, (951) 955-8306**

Date: **November 6, 2017**

***The purpose of this item is to** provide an update on the Used Oil and Filter Exchange Program and events, and the status of WRCOG's Pilot Litter Program in the City of Lake Elsinore.*

Requested Action:

1. Receive and file.

WRCOG's Solid Waste Program assists member jurisdictions with addressing state mandates, specifically Assembly Bill (AB) 939 (1989), which requires diversion of waste from landfills. Each year, a jurisdiction must file an Electronic Annual Report (EAR) with CalRecycle on the jurisdictions' achievements in meeting and maintaining the diversion requirements. The Solid Waste Program also has a Regional Used Oil component designed to assist member jurisdictions in educating and promoting proper recycling and disposal of used oil, oil filters, and Household Hazardous Waste (HHW).

Used Oil Payment Program

The California Oil Recycling Enhancement Act provides funding to cities and counties for establishing and maintaining local used oil collection programs to encourage recycling and proper disposal of used oil and oil filters. CalRecycle recently released notices to jurisdictions regarding the Used Oil Payment Program 8 (OPP 8) funding. For the past 20 years, WRCOG has successfully administered the Used Oil and Oil Filter Exchange Program, as well as HHW regional programs on behalf of participating member jurisdictions. Currently, the Cities of Banning, Calimesa, Canyon Lake, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Murrieta, Norco, San Jacinto, Temecula, and Wildomar are included in the Program.

Used Oil and Filter Exchange Events

WRCOG's Used Oil and Oil Filter Exchange events help educate and facilitate the proper recycling of used motor oil and used oil filters. The primary objective is to educate "Do It Yourself" (DIY) individuals who change their own oil, as well as promoting recycling of used oil and oil filters to avoid these contaminants being disposed directly into the environment; therefore, an auto parts store is a great venue for these events. In addition to promoting used oil / oil filter recycling, staff provides information about the county-wide HHW Collection Program, which allows residents to drop-off other automotive and household hazardous products for free. Staff are now utilizing an electronic survey on an iPad to interact with residents at these events and collect information to help better inform community members of future opportunities to recycle used oil. Staff recently participated in the following Used Oil events in the subregion:

Date	Event	Location
9/23/17	City of Banning Used Oil Event	AutoZone 3453 W. Ramsey Street
10/7/2017	Canyon Lake Car Show	City of Canyon Lake, Lodge
11/4/2017	City of Temecula Used Oil Event	O'Reilly 33417 Temecula Parkway

The following is a list of upcoming Used Oil Outreach and Oil Filter Exchange Events:

Date	Event	Location	Time
11/18/2017	City of Riverside Used Oil Event	AutoZone 4980 La Sierra Ave.	9:00 am – 1:00 pm
12/2/2017	City of Perris Used Oil Event	O'Reilly 119 West Nuevo Rd.	9:00 am – 12:00 pm
12/2/2017	Winter Wonderland	City of Eastvale	3:00 pm – 7:00 pm
12/16/2017	City of Eastvale Used Oil Event	AutoZone 14228 Schleisman Rd.	9:00 am – 12:00 pm

Community Outreach

America Recycles Day: America Recycles Day is observed this year on November 15, 2017, and Riverside County residents are encouraged to participate in a local event three days later. This local program is part of Keep America Beautiful, a nationally recognized day dedicated to promoting and celebrating recycling. Thousands of events are held across the U.S. to raise awareness about the importance of recycling and to encourage Americans to sign personal pledges to recycle and buy products made from recycled materials. On Saturday, November 18, 2017, the Riverside County Board of Supervisors Office will host a free recycling and paper shredding event for area residents. Participants will be able to drop off used tires (maximum of 9) and E-Waste. In addition, the County Department of Animal Services will be collecting clean blankets, towels, and stuffed animals, as well as pet food for rescue animals. WRCOG's Environmental Department will be among five local agencies supporting America Recycles Day. The event is open to all Riverside County residents and will be held from 10:00 a.m. to 2:00 p.m. at Nuview Elementary School.

Meetings and Conferences

Staff periodically attends and hosts meetings that focus on how agencies can promote and educate residents and businesses on the environmental and health benefits of recycling, legislation pertaining to waste and recycling, and best practices.

BioCycle REFOR17 (Renewable Energy From Organics Recycling) Conference: Last month, WRCOG staff attended the American Biogas Council Conference in Portland, OR. The organization has distinguished itself as the go-to for all matters pertaining to anaerobic digestion, composting and biogas. Presentations on "Leading at the Local Level," the standardization of products in the state of California, and rate-setting in global markets, provided insight to CalRecycle's implementation of AB 1826. Mandatory recycling of organic waste is the next step toward achieving California's ambtious recycling and greenhouse gas (GHG) emissions goals. California disposes approximately 30 million tons of waste in landfills each year, of which more than 30 percent could be used for compost or mulch.

Organics Lunch and Learn: On Wednesday, November 15, 2017, from 10:00 a.m. to 2:00 p.m. at the City of Wildomar Council Chambers, WRCOG staff and the Solid Waste Committee will host a lunch and learn event. Hans Kernkamp, General Manager-Chief Engineer of the Riverside County Department of Waste Resources, will be the keynote speaker. Wildomar Mayor Pro Tem and South Coast Air Quality Management Vice-Chair, Ben Benoit, will provide welcoming remarks. Included in the lineup of panelists is Jeff Kurtz, General Manager of the Promenade Mall in Temecula. Additional presenters include representatives from Feed America-Inland Empire and a science teacher who manages a hands-on organic recycling program that includes food donations to homeless centers. Local waste haulers (Athens Services, Burrtec Waste Industries, CR&R

Environmental Services and Waste Management) and CalRecycle staff will be present to discuss the current and future status of organics recycling efforts.

Pilot Litter Program

In 2016, WRCOG launched the Lake Elsinore Pilot Litter Program at a city-wide clean-up event. Projects ranged from business outreach and presentations at Lake Elsinore Valley Unified schools, to working with the City in setting up its first Adopt a Highway Program. Over 375 residents signed “Say No To Litter” pledges. Partnerships with Riverside County Flood Control, CR&R and Lowes added to an overall successful Pilot Program. During the year-long pilot program WRCOG collected information and is looking to expand elements of this Program to other cities. Staff is currently is researching the benefits of the Adopt A Highway Program for additional members.

Prior Action:

October 19, 2017: The Technical Advisory Committee received and filed.

Fiscal Impact:

Used Oil Program activities are included in the Fiscal Year 2017/2018 Agency Budget under the Environment Department.

Attachment:

None.

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Item 4.H

Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **Western Riverside Energy Partnership Activities Update**

Contact: **Tyler Masters, Program Manager, tmasters@wrcog.us, (951) 955-8378**

Date: **November 6, 2017**

***The purpose of this item is to** provide the Committee with information on the upcoming WREP Quarterly meeting, 2017 LED Holiday Light Exchange & Energy Efficiency starter kit give-aways, and an update from a recent Local Government All Partners meeting hosted by SCE & SoCal Gas.*

Requested Action:

1. Receive and file.

The Western Riverside Energy Partnership (WREP) responds to Executive Committee direction for WRCOG, Southern California Edison (SCE), and SoCal Gas to seek ways to improve marketing and outreach to the WRCOG subregion regarding energy efficiency. WREP is designed to help local governments set an example for their communities to increase energy efficiency, reduce greenhouse gas emissions, increase renewable energy usage, and improve air quality.

WREP Quarterly Meeting

On November 8, 2017, WRCOG will host a WREP meeting to discuss various items of importance to all member jurisdictions. This meeting will take place at the City of Murrieta City Hall from 10:00 a.m. to 11:30 a.m. and will include presentations on the following:

Technical Assistance Support: WREP's technical assistance provider, TRC, will provide an update to the members about the upcoming streetlight applications and how the process works so that all members will receive a rebate for the retrofit of existing lighting to LED lighting. Ten of the 14 WREP members are participating in the Regional Streetlight Program and the next step of the project incorporates WREP programmatic services as jurisdictions look to retrofit their current existing HPS / LPS lighting to LED's. Staff will work alongside TRC to provide up-to-date SCE account information and other streetlight logistics to complete the applications for all the members and assist with the rebate applications.

Deep Energy Solutions: Deep Energy Solutions provides Ceramic Insulated Coating (CIC) to help increase energy efficiency by blocking heat transfer such as radiation, conduction, and convection. This product has been used by the City of Murrieta at its Library and Fire Station to help reduce the amount of heat within buildings. CIC can be used on roofing, interior / exterior walls and ceilings, concreate, masonry and brick buildings, and attic spaces. Deep Energy Solutions will provide a presentation on its project with the City of Murrieta and will provide best practices to the members to see if there is a potential interest in replicating this project within their own facilities.

2017 LED Holiday Light Exchange & Energy Efficiency Starter Kit Give-Aways

WREP is excited to announce the 4th Annual LED Holiday Light Exchange and Energy Efficiency Starter Kit give-aways, in coordination with SCE and SoCal Gas. At events across Western Riverside County this holiday season, residents who are SCE / SoCal Gas customers can exchange their old, incandescent string lights for new, energy-efficient LED holiday lights at no cost. WRCOG will also provide SoCal Gas Energy Efficiency Starter Kits, which include a low flow shower head and three faucet aerators to event participants. The giveaways will take place in December 2017 at five member cities' community events.

Since 2014, staff have attended 15 holiday community events and exchanged over 1,400 holiday lights and 72 energy efficiency starter kits. In 2017, five community events will host the Holiday Light Exchange and Energy Efficiency Give-away. At each event, there will be a total of 100 lights and 50 Starter Kits available for residents.

To participate in the Holiday Light Exchange, residents must bring:

- Old, inefficient, incandescent holiday lights to exchange
- A recent copy of SCE monthly bill (or proof of electronic bill payment)
- A license or picture identification matching customer name on the SCE bill

To participate in the Energy Efficiency Starter Kit giveaway, residents must bring:

- A recent copy of their SoCal Gas monthly bill (or proof of electronic bill payment)
- A license or picture identification matching customer name on the SoCal Gas bill

Below is the list of this year's community events:

City	Event	Date
Jurupa Valley	3rd Annual Tree and City Hall Lighting	12/1/17
Lake Elsinore	WinterFest	12/2/17
Hemet	Christmas Parade	12/2/17
Menifee	Christmas Tree Lighting Ceremony	12/9/17
Moreno Valley	Snow Day and Holiday Tree Lighting	12/9/17

Staff will be working with each jurisdiction to conduct public outreach to residents and promote the events. In addition to the Holiday Lights and Energy Efficiency Starter Kits, staff will also provide information on household energy efficiency tips from both SCE and SoCal Gas.

2017 Local Government All Partners Meeting

On October 2, 2017, SCE and SoCal Gas hosted the "2017 Local Government All Partners" meeting at SCE's Energy Education Center in Irwindale. Jointly, SCE and SoCal Gas provide this annual meeting to Local Government Partnerships in order to provide an update on what new programs and or policies will be implemented for the upcoming year.

At this year's meeting, attendees were informed on the following items:

- Utility Business Plan updates**:** Attendees received updates about the SCE and SoCal Gas business plans in the finalization process with the California Public Utilities Commission (CPUC). Both utilities must submit business plans to the CPUC to receive approval on current / new programs and funding for the Local Government Partnerships. These business plans support the various programs that are offered through the Partnerships such as funding for projects, Direct Install Program, Commercial Business Programs, and Energy Savings Assistance (ESA) / Middle Income Direct Install (MIDI) Programs.

- Energy efficiency benchmarking**:** Benchmarking is an effective energy practice to help identify and monitor building energy usage through the analysis of SCE and SoCal Gas utility data. Benchmarking is a great first step to conduct an analysis of facility energy / gas usage and support identification of top energy users. This information can help prioritize energy efficiency improvement in municipal facilities.

- Transportation Electrification: SCE representatives informed attendees of their Charge Ready Program that will assist local governments with electric vehicle (EV) preparedness.
    - SCE's Charge Ready Program Round 2: This Program will deploy infrastructure to serve EV charging stations throughout SCE's service territory. SCE has already installed 412 charging ports in Southern California, and hopes to install 750 charging ports by the end of 2017. Additional information on this Program can be found on SCE's website. Currently there is no firm date for enrollment of the Program, but staff will keep members informed on the Programs status as it initiates.

- Energy Efficiency Funding: There are several funding opportunities through the Local Government Partnerships that support implementation of energy efficiency projects.
    - Strategic Plan Funding: Both SCE and SoCal Gas have funding available for 2018 to assist Partnerships with energy efficiency efforts through Benchmarking, Greenhouse Gas Inventory, Climate Action Planning, and innovative projects such as Zero Net Energy to help reach the State of California's energy efficiency goals.
    - Funding Wizard: This state-developed tool coordinates funding opportunities to help support a sustainable future. Funding Wizard can be accessed via their website.

- Programs for Disadvantaged Communities: Both SCE and SoCal Gas offer Energy Savings Assistance (ESA) / Middle Income Direct Install (MIDI) Programs to assist residents in disadvantaged communities. This Program provides a no cost energy audit of a home or rental property and completes certain energy upgrades (including Cooling measures (windows, wall air conditioner / central air conditioning), refrigerator replacement, pool pump replacement, lighting, attic insulation, faucet aerators, low-flow showerheads, and duct sealing / testing) to residences, also at no cost. For information, please visit SCE's and SoCal Gas's websites.

Prior Action:

October 19, 2017: The Technical Advisory Committee received and filed.

Fiscal Impact:

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

Attachment:

None.

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Item 4.I

Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **Western Community Energy Activities Update**

Contact: **Barbara Spoonhour, Director of Community Choice Aggregation Development, bspoonhour@wrcog.us, (951) 955-8313**

Date: **November 6, 2017**

The purpose of this item is to *provide the Committee with an update on the status of implementing Western Community Energy, a CCA for participating jurisdictions in the subregion.*

Requested Action:

1. Receive and file.

Community Choice Aggregation (CCA) allows cities and counties to aggregate their buying power to secure electrical energy supply contracts on a region-wide basis. In California, CCA (Assembly Bill 117) was chaptered in September 2002 and allows for local jurisdictions to form a CCA for this purpose. Several local jurisdictions throughout California are pursuing the formation of CCAs as a way to provide local control in rate-making, and potentially lower energy costs and/or provide a "greener" energy supply. WRCOG's Executive Committee has directed staff to pursue the feasibility of CCA for Western Riverside County.

Implementation Timeline

In discussions with WRCOG's consultants, it is deemed cost effective to establish the initial Western Community Energy (WCE) Governing Board with approximately five to six jurisdictions (Phase 1), instead of waiting for all eligible jurisdictions to determine whether or not they wish to participate. These five or six jurisdictions would ideally represent approximately 160,000 accounts, or 2.2 million MWs of energy need. Other jurisdictions can join Western Community Energy at any time.

There is an initial goal of providing energy to the first group of WCE customers by July 2018, which means the Governing Board would need to hold its first meeting in January 2018. Once the Governing Board holds its first meeting, it takes approximately six months of working with Southern California Edison (SCE) to launch.

Staff is meeting one-on-one with Councilmembers throughout the subregion to provide a high level overview of the Program. Once these meetings conclude, staff is requesting to present at either a Working Group, Study Session, and/or City Council meeting to gain comments from the community and to determine whether the Council wants to direct its staff to come back with an action.

Staff is working to establish potential enrollment periods (example below). This schedule will allow jurisdictions to move forward at a pace they feel comfortable with. WRCOG staff wants to emphasize there are no requirements for all non-municipal utility jurisdictions to join WCE, and did not ask the Executive Committee to make that recommendation.
Phase 1: Join by January 1, 2018 – Launch in July 2018
Phase 2: Join between January 2 and March 31, 2018 – Launch in September 2018
Phase 3: Join between April 2 and June 30, 2018 – Launch December 2018

Power Charge Indifference Adjustment (PCIA) Update

The PCIA, or "exit fee," is the mechanism to ensure that customers who remain with the IOU do not end up taking on the long-term financial obligations the IOU incurred on behalf of now-departed customers. Examples of such financial obligations include utility expenditures to build power plants and, more commonly, long-term power purchase contracts with independent power producers.

On June 29, 2017, the California Public Utilities Commission (CPUC) opened a Proceeding (R17-06-026, which WRCOG and CVAG are party to) to consider alternatives to the amount that Community Choice Aggregation (CCA) and Direct Access customers pay in order to keep remaining Investor Owned Utility (IOU) customers financially unaffected by their departure, which is required by law. Legislation also requires that remaining IOU customers do not pay for higher cost increases the IOU incurs that are not caused by the departing load.

On September 25, 2017, the CPUC released its Scoping Memo on the Proceeding, which included the following:

1. Revised background principles for the proceeding including the addition of principles raised by CalCCA.
2. Revised issues to be addressed with reference to and inclusion of an issue raised by WRCOG and CVAG.
3. Established a schedule for the proceeding.
4. Established the type of proceeding and the ex parte rules that apply.

The Scoping Memo splits the proceeding into two concurrent tracks that will examine:

Track 1: California Alternative Rates for Energy (CARE) / Medical Baseline PCIA Exemptions
- Review and possible revision of exemptions.
- Consistency of treatment of exemptions among IOUs.

Track 2: Evaluation and Modification of the PCIA Methodology
- Implementation of SB 350 language discussing bundled customer indifference and protection of departing customers from allocation of costs not incurred on their behalf (Pub. Util. Code Sections 365.2 and 366.3).
- Transparency of current PCIA methodology.
- Data access for current PCIA methodology.
- Review and possible modification of current PCIA methodology.
- Alternatives to PCIA framework.
- Additional considerations and statutory changes relevant to review, revision, and consideration of alternatives to the PCIA.
-

On October 11, 2017, the Administration & Finance Committee approved staff entering into cost sharing agreements with CVAG staff, which will operate Desert Community Energy, and Los Angeles Community Choice Energy, to utilize Best Best & Krieger for legal services for the proceeding.

Staff will continue to provide updates to the Committee as workshops occur and information is available.

Community Choice Energy Summit

During November 14 - 16, 2017, in Santa Clara, CA, Infocast will host a Community Choice Energy Summit, themed "*Connect with Community Choice Aggregators: the Hot New Renewable Energy Procurement Market.*" A copy of the draft agenda is attached.

According to the CPUC, CCAs may be serving up to 85% of state load by the 2020s. The Summit will bring together existing CCAs with emerging CCAs to share 1) evolving best practices and lessons learned; 2) understanding CCA strategies and plans for power procurement; 3) managing power portfolios to integrate and optimize both state-mandated and locally-driven goals for efficiency, climate, renewables, project siting and jobs; and 4) to learn how to form and operate a CCA from legal, regulatory, financial, and power portfolio aspects.

For more information, please visit http://infocastinc.com/event/community-choice-energy/#section-venue.

Prior Actions:

October 19, 2017:	The Technical Advisory Committee 1) provided direction on establishing potential enrollment periods to join Western Community Energy.
August 7, 2017:	The Executive Committee 1) approved the CCA Joint Powers Agreement and Bylaws template, recognizing that it is a draft document to be finalized at a later time by the CCA; 2) approved the template agreement between WRCOG and the CCA for staffing services; 3) directed and authorized the Executive Director to negotiate and enter into an agreement with The Energy Authority to provide CCA Operational Services; and 4) directed the Executive Director to negotiate an agreement with EES for rate setting and regulatory services as described herein and direct legal counsel to submit a request for an opinion from the FPPC regarding conflict of interest concerns with said contract.
July 12, 2017:	The Administration & Finance Committee recommended the Executive Committee 1) approve the CCA Joint Powers Agreement and Bylaws; 2) approve the draft agreement between WRCOG and the CCA for staffing services; 3) direct and authorize the Executive Director to negotiate and enter into an agreement with The Energy Authority and EES Consulting to provide CCA Operational Services; and 4) authorize and direct the Executive Director to enter into an agreement, substantially as to form, not to exceed $100,000 with The Creative Bar for branding and marketing services.

Fiscal Impact:

WRCOG costs associated with CCA administration would be initially paid for from existing Agency carryover funds, and would be recouped from the CCA once it becomes operational. (An agreement between WRCOG and the CCA will identify responsibilities and mechanisms for cost recovery.)

Attachments:

1. Frequently Asked Questions for Local Governments.
2. Frequently Asked Questions for the Community.
3. Draft Frequently Asked Questions for Power Charge Indifference Adjustment (PCIA).
4. Community Choice Energy Summit Agenda.

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Item 4.I

Western Community Energy Activities Update

Attachment 1

Frequently Asked Questions for Local Governments

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Frequently Asked Questions for Local Governments

WRCOG is developing a Program, Western Community Energy (WCE), which will provide the community a choice in the energy supply it receives, enable local control over rate setting and customer programs, and offer rates competitive to Southern California Edison (SCE).

WESTERN COMMUNITY ENERGY HAS ECONOMIC AND ENVIRONMENTAL BENEFITS

In 2016, WRCOG completed a Feasibility Study to identify the potential benefits of implementing a Community Choice Aggregation (CCA) Program. Using conservative numbers and assumptions, the Feasibility Study indicates a CCA will reduce costs, yield positive environmental impacts, and increase local control.

The Program will give residents and business owners control over their rates, power supply and generation options. A CCA will also offer local investment opportunities, compounding the economic benefits of the Program throughout the community and economy as a whole.

WCE is anticipated to launch in late 2018 with five or six jurisdictions, representing over 160,000 residential and commercial accounts. Initially, the Western Riverside Council of Governments (WRCOG) will administer WCE while it establishes its Joint Powers Authority (JPA) and Governing Board.

PROGRAM OBJECTIVES

1. **Provide local control over programs, rates, power supply/ generation options.**
2. **Provide consumers a choice in energy supply.**
3. **Offer competitive utility rates.**
4. **Provide economic development through implementation of renewable energy projects.**

What is a "Community Choice Aggregation" Program?

ANSWER

Community Choice Aggregation (CCA) enables local governments (alone or with others through a JPA) to buy electricity and offer it to customers in their communities. The electricity will still be distributed and delivered over the existing Southern California Edison (SCE) electricity lines. Essentially, a CCA provides consumers with choices in their energy sources instead of being locked into the choices and rates set by SCE.

What is Western Community Energy?

ANSWER

Western Community Energy (WCE) will be a JPA that local governments can join to provide a choice of energy generation to its residents and businesses.

What are the benefits of WCE?

ANSWER

1. Consumers (residents and businesses) can choose what type of energy resources are serving the community.
2. Local elected officials will be in charge of energy resources, rate-setting, and administration, which provides local accountability and transparency.
3. Energy can be provided at lower and/or competitive rates through negotiation of energy prices below those offered by SCE.
4. Communities can spur economic development by investing in the development of local renewable energy production.

Are there any CCAs in California?

ANSWER

Yes. There are eight CCA programs up and running in California: Marin Clean Energy, Sonoma Clean Power, Lancaster Choice Energy, CleanPowerSF, Peninsula Clean Energy, Redwood Coast Energy Authority, Silicon Valley Clean Energy, and Apple Valley Choice Energy.

Are existing CCAs successful?

ANSWER

Yes. These CCAs are offering their customers 20-30% more renewable energy than the incumbent utility at prices that are competitive and in most cases lower than the utility rates. Marin and Sonoma are also procuring and co-developing in-state and local renewable resources and offering specialized energy programs designed for its local service areas.

How would a local government join Western Community Energy?

ANSWER

A local government would take formal action to join the WCE JPA and then adopt an ordinance to participate. The 2nd reading to the ordinance could be waived. Templates are available

Are all local governments in the subregion required to participate?

ANSWER

No. WCE does not have the authority to compel any local government to participate; any local government can choose to remain with SCE. A local government may also decide to join WCE after it has been established.

Can a local government opt-out of a CCA after it joins? How does that work?

ANSWER

Yes. A member would have the ability to opt-out and could do so for only its municipal facilities or for its entire community.

Who will manage WCE?

ANSWER

WRCOG will provide management and administrative services for the first three years of operation, or until the WCE Governing Board determines the JPA is prepared to take on full administration.

What does WCE need to "start business"?

ANSWER

Once its Governing Board is established, WCE must prepare and submit an Implementation Plan to the California Public Utilities Commission (CPUC) for certification.

What is an Implementation Plan?

ANSWER

The Implementation Plan outlines how WCE will function, set rates, purchase electricity, and carry out all other functions required under CPUC regulations.

What start-up costs are needed?

ANSWER

Start-up costs (consultants, administration functions, legal, staffing, data management, etc.) are estimated to be between $3-7 million. WRCOG will cover these costs or WCE (once established) can take out a loan. Start-up costs would be recouped by revenues realized during the first year of operation and would be returned to WRCOG or applied towards loan repayment.

What are the working capital requirements?

ANSWER

Power procurement is estimated to be between $21-50 million, depending on the number of WCE customers. Only 5-10% will be needed to cover the initial months of operations (billing, staffing, legal, and internal operations, etc.) until a revenue stream is established through customer utility bill payments. The remainder will accumulate over time in a reserve to build credit worthiness for WCE. The majority of the working capital funds can be realized from WCE bonding and/or securing a loan, which will be built into the rates.

How have other CCAs dealt with working capital costs?

ANSWER

Existing CCAs in California secured loans for the initial capital and repaid the loans within the first three years.

Are municipal General Funds at risk?

ANSWER

No. There is no risk to local government general funds. A CCA's budget is completely separate from the general funds of participating local governments.

Is this an "Opt-in" or an "Opt-out" Program?

ANSWER

California law states that CCAs are "Opt-out" Programs, meaning once a local government takes action, all the residents and businesses will be automatically enrolled in the CCA. Residents can choose to opt-out at any time and stay with SCE.

What if a jurisdiction joins the CCA but individual businesses or residents desire to stay with SCE?

ANSWER

Every customer can choose to remain with SCE for their energy supply. State law requires that customers receive several notifications so they can "opt-out" and remain with SCE at no charge, both before and just after a CCA Program launches. All customers can choose which electricity provider is best for them.

Will customers be able to switch back and forth between WCE and SCE?

ANSWER

Yes. Pursuant to state law, once a CCA becomes active, all customers are automatically transferred under the CCA. However, customers may go back to SCE at any time. SCE may charge a fee to accept the customers back and will require the customers to stay with SCE service for one year.

What if customers don't want their energy provided by WCE and just want to stay with SCE?

ANSWER

Every customer can choose to remain with SCE for both power resources and delivery. State law requires that customers receive several notifications so they can "opt-out" and remain with SCE at no charge, both before and just after WCE launches. All customers will now have a choice in which electricity provider is best for them.

Does SCE have a say in whether or not a CCA can be formed?

ANSWER

No.

What is SCE's role in WCE?

ANSWER

SCE will:

- Continue to own and operate the distribution lines.
- Be responsible for the reliable and safe delivery of electricity to the customer.
- Continue metering services.
- Continue meter reading and usage data acquisition.
- Handle billing and payment services.
- Provide customer care and account maintenance.

What will WCE do?

ANSWER

WCE will:

- Procure and provide the generation portion of customer electricity needs.
- Ensure that power generated is delivered to the necessary grid location required to service the customers.
- Comply with the Resource Adequacy and Renewable Portfolio Standards (RPS) requirements.
- Respond to customer inquiries regarding energy supply, management, and oversight of WCE.

What role does the CPUC have in a CCA?

ANSWER

The CPUC has limited jurisdiction over CCA operations. The CPUC will certify WCE's Implementation Plan and ensure WCE is meeting its Renewable Portfolio Standards (RPS) requirements. WCE must annually file proof of resource adequacy / capacity and submit a number of regulatory reports to other agencies. The CPUC will oversee the relationship between SCE and WCE.

You say that WCE can provide energy at lower cost, but how can I know for sure?

ANSWER

The CCA Feasibility Study prepared for Western Riverside County concluded that a CCA could offer cost savings as compared to SCE. While there is no guarantee, other CCAs operating in California are experiencing savings compared to their respective investor owned utilities (IOUs). Each year WCE will work with SCE to compare the energy costs offered by both energy providers. This information will be distributed to all WCE customers. For information on additional benefits beyond cost savings, please see page 2.

How will the rates be set?

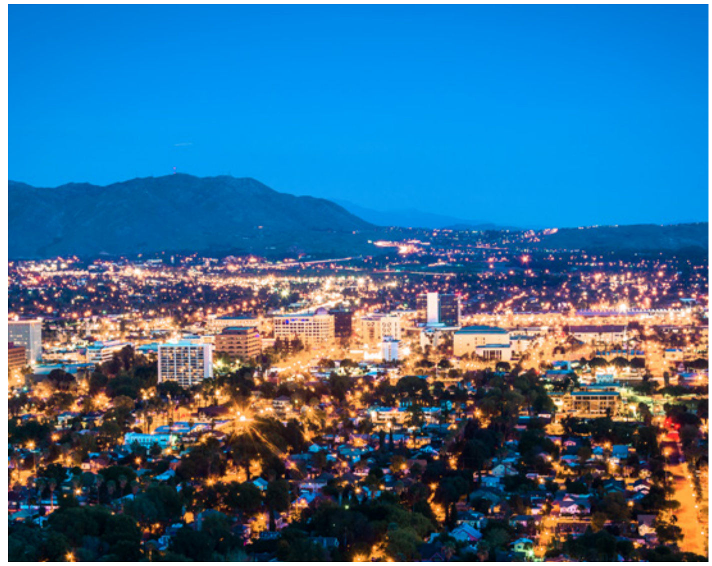
ANSWER

Energy rates will be set regularly, based on the projected cost of energy. Unlike SCE rates, which are set by the CPUC, WCE's energy rates will be set by local elected officials representing the participating communities. The public will be encouraged to attend and participate at rate setting meetings to ensure a more transparent process.

Will taxes increase?

ANSWER

No. WCE does not have the ability to tax and there are no impacts on taxes. WCE will be funded entirely by revenues from the ratepayers, requiring zero tax dollars from customers or participating communities.



Isn't renewable power more expensive than non-renewable electricity? Wouldn't a CCAs rates be higher?

ANSWER

In today's markets, that is not the case. To date, CCAs in California have been able to offer 25-30% cleaner energy at lower costs to customers compared to higher carbon-based energy sources.

What's the catch?

ANSWER

There are risks involved with any CCA. These include a potential reduction in SCE rates, higher "opt-out" rates than estimated (i.e., over 25%; current CCAs in CA have opt-out rates between 4% and 16%), higher exit fees charged by SCE, or legislative and/or regulatory changes. These scenarios were contemplated in the Feasibility Study.

Does this mean the CCA would be in the commodity market? How risky is this?

ANSWER

Yes. Electricity is a commodity and markets exist where electricity is traded daily with multiple buyers and sellers. While electricity can be purchased on a daily spot market with variable pricing, this is not how WCE would purchase its power needs. WCE would enter into contracts on the wholesale energy market.

ADDITIONAL QUESTIONS?

Contact WRCOG at 951.955.7985 or www.wrcog.us for additional information

Item 4.I

Western Community Energy Activities Update

Attachment 2

Frequently Asked Questions for the Community

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Frequently Asked Questions for the Community

The Western Riverside Council of Governments is working with local governments to develop a program, Western Community Energy (WCE), which will provide the community a choice in the energy supply it receives, enable local control over rate setting, and offer rates competitive to Southern California Edison.

WESTERN COMMUNITY ENERGY HAS ECONOMIC AND ENVIRONMENTAL BENEFITS

In 2016, WRCOG completed a Feasibility Study to identify the potential benefits of implementing a Community Choice Aggregation (CCA) Program. Using conservative numbers and assumptions, the Feasibility Study indicates a CCA will reduce costs, yield positive environmental impacts, and increase local control.

The Program will give residents and business owners control over their rates, power supply and generation options. A CCA will also offer local investment opportunities, compounding the economic benefits of the Program throughout the community and economy as a whole.

WCE is anticipated to launch in late 2018 with five or six jurisdictions, representing over 160,000 residential and commercial accounts. The Western Riverside Council of Governments (WRCOG), an association of local elected officials, will govern WCE until establishes its own Joint Powers Authority (JPA) and Governing Board. WCE could be operating as soon as 2018.

PROGRAM OBJECTIVES

1. **Provide local control over programs, rates, power supply/ generation options.**
2. **Provide consumers a choice in energy supply.**
3. **Offer competitive utility rates.**
4. **Provide economic development through implementation of renewable energy projects.**

What is a “Community Choice Aggregation” Program?

ANSWER

Community Choice Aggregation (CCA) enables local governments (alone or with others through a Joint Powers Agreement) to buy electricity and offer it to customers in their communities. The electricity will still be distributed and delivered over the existing Southern California Edison (SCE) electricity lines. Essentially, a CCA provides consumers with choices in their energy sources instead of being locked into the choices and rates set by SCE.

Are there any CCAs in California?

ANSWER

Yes. There are eight CCA programs up and running in California: Marin Clean Energy, Sonoma Clean Power, Lancaster Choice Energy, CleanPowerSF, Peninsula Clean Energy, Redwood Coast Energy Authority, Silicon Valley Clean Energy, and Apple Valley Choice Energy.

Are existing CCAs successful?

ANSWER

Yes. These CCAs are offering their customers 20-30% more renewable energy than the incumbent utility at prices that are competitive and in most cases lower than the utility rates. Marin and Sonoma are also procuring and co-developing in-state and local renewable resources and offering specialized energy programs designed for its local service areas.

What is Western Community Energy?

ANSWER

Western Community Energy (WCE) will be the CCA Program option for local governments that desire to provide different energy choices for residents and businesses located in their communities.

What are the benefits of WCE?

ANSWER

1. Consumers (residents and businesses) can choose what type of energy resources are serving the community.
2. Local elected officials will be in charge of energy resources, rate-setting, and administration, which provides local accountability and transparency.
3. Energy can be provided at lower and/or competitive rates through negotiation of energy prices below those offered by SCE.
4. Communities can spur economic development by investing in the development of local renewable energy production.

What are the projected savings?

ANSWER

Using conservative assumptions, the Feasibility Study shows a CCA will reduce costs, yield positive environmental impacts, and increase local control.

Estimated Combined Customer Savings for WCE (1st full year):
• 4.4% savings with a 33% renewable mix
• 3% savings with a 50% renewable mix
• 4.2% higher with a 100% renewable mix

What will WCE do?

ANSWER

WCE will be responsible for:

- Procuring and providing the generation portion of customer electricity needs. Ensuring that the generation power is delivered to the necessary grid location required to service the customers.
- Meeting the Resource Adequacy and Renewable Portfolio Standards (RPS) State requirements.
- Responding to customer inquiries regarding energy supply, management, and oversight.

Western Riverside Council of Governments 4080 Lemon Street | Riverside, CA 92501
www.wrcog.us | (951) 955-7985

You say that WCE can provide energy at lower cost, but how can I know for sure?

ANSWER

The CCA Feasibility Study prepared for Western Riverside County concluded that a CCA could offer cost savings as compared to SCE. While there is no guarantee, other CCAs operating in California are experiencing savings compared to their respective investor owned utilities (IOUs). Each year WCE will work with SCE to compare the energy costs offered by both energy providers. This information will be distributed to all WCE customers. If a WCE customer desires to switch back to SCE, they can do so at any time.

How will the rates be set?

ANSWER

Energy rates will be set regularly, based on the projected cost of energy. Unlike SCE rates, which are set by the CPUC, WCE's energy rates will be set by local elected officials representing the participating communities. The public will be encouraged to attend and participate at rate setting meetings to ensure a more transparent process.

What if I don't want to have my energy provided by WCE and just want to stay with SCE?

ANSWER

You can. California law requires that customers receive several notifications to opt-out at no charge, both before and just after a CCA Program launches. All customers have the ability to choose which electricity provider is best for them. California law states that CCAs are "Opt-out" Programs, meaning once a local government takes action, all the residents and businesses will be automatically enrolled in the CCA.

Are customers able to switch back and forth from WCE to SCE if they wish?

ANSWER

Yes. Once a CCA becomes active, all customers automatically will receive energy purchased by the CCA. However, customers may go back to SCE-sourced energy at any time, but might have to pay a fee to SCE and be required to stay with SCE service for one year.

If my power goes out, who do I call?

ANSWER

You would continue to contact SCE in the event of a power-outage.

ADDITIONAL QUESTIONS?

Contact WRCOG at 951.955.7985 or www.wrcog.us for additional information

If I have questions regarding my bill, who do I call?

ANSWER

You would contact WCE.

Will my taxes increase?

ANSWER

No. WCE does not have the ability to tax and there are no impacts on taxes. WCE will be funded entirely by revenue from the ratepayers, requiring zero tax dollars from customers or participating communities.

Will SCE stay involved in our area served by WCE?

ANSWER

Yes. SCE will continue to:

- Own and operate the distribution lines.
- Be responsible for the reliable and safe delivery of electricity to the customer.
- Provide metering services.
- Conduct meter reading and usage data acquisition.
- Handle billing and payment services.
- Provide customer care and account maintenance.

Isn't renewable power more expensive than non-renewable electricity? Wouldn't a CCAs rates be higher?

ANSWER

In today's markets, that is not the case. To date, CCAs in California have been able to offer 25-30% cleaner energy at lower costs to customers compared to higher carbon-based energy sources.

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Item 4.I

Western Community Energy Activities Update

Attachment 3

Draft Frequently Asked Questions for Power Charge Indifference Adjustment (PCIA)

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WESTERN COMMUNITY ENERGY
YOUR NEIGHBORHOOD POWER AUTHORITY

Frequently Asked Questions about: Power Charge Indifference Adjustment (PCIA)

The Western Riverside Council of Governments (WRCOG) is developing a Program, called Western Community Energy (WCE), in order to provide residents and business a choice in the energy supply they receive, enable local control over rate setting and customer programs, and offer rates competitive to Southern California Edison.

Prior to deciding whether to move ahead with a CCA, WRCOG prepared a study that examined whether a CCA in Western Riverside County could achieve the above-stated goals. The study included a conservative business plan that examined and estimated a number of costs associated with the overall Program, with an objective of assessing the likelihood that Western Community Energy could in fact deliver energy at a lower cost to residents and businesses compared to SCE. One of the costs examined in the study is referred to as the Power Charge Indifference Adjustment, or PCIA.

The Power Charge Indifference Adjustment (PCIA), also known as an "Exit Fee," ensures that customers who decide to remain with Southern California Edison instead of having energy provided by the new CCA do not end up taking on the long-term financial obligations the utility incurred on behalf of customers who move to the new CCA. The PCIA is meant to ensure that electricity ratepayers are not cross-subsidizing departing customers.

PCIA OBJECTIVES

1. **Ensure that electricity ratepayers are not cross-subsidizing departing customers.**
2. **Make remaining utility customers indifferent to customers departing from the utility.**

The assumption underlying this Exit Fee is to keep utilities from losing money. When utilities purchase contracts for electricity on behalf of their retail customers, and when those customers later decide to buy their electricity from another source (like the CCA), state law allows the utilities to charge the CCA customers for any losses they might experience from not being able to sell that electricity on the open market.

What is the Power Charge Indifference Adjustment (PCIA)?

ANSWER

PCIA is a fee charged by SCE to customers to cover losses for existing power contracts that are no longer needed due to customers who decide to purchase their energy from other sources (such as a new CCA).

Do CCA customers pay any costs related to the utilities procurement of Power?

ANSWER

Yes. Because power plants take a long time to be constructed and because SCE has entered into long-term power purchase contracts, Public Utility Code Sections 366.1 and 366.2 require the CPUC to make sure that customers leaving the utility do not burden remaining utility customers with costs which were incurred to serve them.

Does WCE's Feasibility Study take the PCIA into account?

ANSWER

Yes. WCE's financial pro formas take into account a high and conservative PCIA amount for SCE's costs, and still shows potential savings to Western Community Energy customers.

What are the concerns with the PCIA?

ANSWER

1. **Transparency:** Relative information is not always available, which causes uncertainty as to what factors have been included in the PCIA.
2. **Accountability:** Exit Fees are not audited.
3. **Proper Valuation:** Utilities are not required or encouraged to find the best deal for selling existing contracts.
4. **Termination of fee:** It is unclear of when the PCIA is removed from a customer.
5. **A high PCIA could impact projected cost savings to CCA customers:** The PCIA is one of many factors that contribute to ultimate energy costs.

How is WCE tracking the PCIA?

ANSWER

WCE is actively participating in California Public Utilities Commission proceeds regarding the PCIA to ensure that the concerns raised above are addressed.

Does the PCIA represent a profit to an IOU or its remaining customers?

ANSWER

No. The PCIA revenue from the departing load customers is fully credited to SCE's customers to offset the above-market costs of SCE's financial obligations.

Do all customers who depart SCE for the new CCA pay the same PCIA?

ANSWER

No. The PCIA is different depending on when a customer leaves SCE and what SCE's portfolio was at the time. For example, a customer who departed in 2012 pays the "2012 vintage PCIA" which only includes the above market costs of pre-2013 vintaged power procured by the IOU.

The PCIA has been in place for years. Why is it such a big issue now?

ANSWER

The CPUC previously determined that utilities can apply to the Commission to adjust the PCIA **every January** and possibly at other times. The potential for the PCIA to rise sharply could occur in instances where a utility wants or needs to sell power that it contracted for in the past for the load that is now departed.

If wholesale power prices are lower than what the earlier contract was set for, that difference is a loss to the utility. The PCIA is used to level out that loss. Although the PCIA has been in place for years, it has not been raised significantly, until recently, when a portion of PG&E's generation contracts were taking effect and going to be sold off at a loss.

Additionally, with the increase in CCA's coming online, the PCIA methodology is being closely examined by the CPUC.

How is the PCIA calculated?

ANSWER

The PCIA is calculated by taking the difference between:

- The "**actual portfolio cost**" which represents the cost related to SCE's power procurement, and
- The "**market value** of the portfolio."

Because SCE's actual portfolio cost includes its legacy power purchase contracts incurred prior to 1998, current statute and CPUC decisions require departing load customers to pay the above-market cost or receive a credit for the below market cost.

Does the PCIA change from year to year? What causes it to change?

ANSWER

Yes. The PCIA is determined every January, since it is calculated as the difference between SCE's actual generation portfolio cost and its market value.

The main cause for the PCIA increase in recent years has been the drop in the market value of the IOU's portfolio due to the steep decline in natural gas prices and the fact that renewable power prices have come down below what the utilities are contracted for.

Can the PCIA go down and can a departing load customer receive a credit when the PCIA is negative?

ANSWER

Yes. A credit, but not a cash payment. The PCIA may be positive or negative representing the above- or below-market cost of power, determined every January. SCE is to track any negative PCIA values and offset them against a departing load customer's future positive PCIA.

Do CCA customers pay any other departing load charges?

ANSWER

Yes. Pursuant to statutory mandates, all customers pay towards nuclear decommissioning and for what are referred to as public purpose charges. Various non-by passable departing load charges are listed below:

- Department of Water Resources (DWR) bond charge
- Competition Transition Charge (CTC)
- Power Charge Indifference Adjustment (PCIA) Charge
- Cost Allocation Mechanism (CAM) Charge - to pay for the new resources needed for ongoing system reliability
- Nuclear Decommissioning (ND) Charge
- Public Purpose Program (PPP) Charge

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Item 4.I

Western Community Energy Activities Update

Attachment 4

Community Choice Energy Summit Agenda

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FAST-LANE TO CALIFORNIA'S CLEAN ENERGY GOALS

AM Pre-summit Workshop, Tuesday, Nov 14, 9AM-12Noon: **Starting a CCA: Legal, Financial and Operational Steps**

PM Pre-Summit Workshop, Tuesday, Nov 14, 1-5PM: **CCA Power Moves: Tools, Strategies & New Ideas**

Main Summit | Wednesday, November 15, 2017

7:00 – 8:00	*Registrant & Networking Breakfast*
8:00 - 8:15	*Welcome & Introduction by the Summit Chair*
8:15 - 8:45	*Keynote Presentation: CPUC Commissioner or Senior Policy Staff* **Dorothy Duda,** *Program Manager of Electric Costs, Natural Gas, and Market Structure, Energy Division,* CPUC (invited)
8:45 - 9:45	*Panel Discussion:* **The Next Generation of CCAs** A dozen or more CCAs are currently in formation, with many more potentially in the queue, as the CCA business model and value proposition is proving out by the leaders. Some of these CCAs represent very large cities and regions, including the City of San Jose, Los Angeles County, San Diego and environs, Riverside County, the Central Coast. This panel will bring together the senior officials from emerging CCAs to share their visions, their concerns and their organizational needs, exploring topics such as how best to shape the desired load curve for their region with available tools, how to tailor power purchasing to best meet that load curve, how the CCA RFP process affects programs and ability to implement desired power qualities and rate, and how they are interacting with their local IOU and regulators to move forward.

Panelists:
Katie Barrows, *Director of Environmental Resources*, COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
Catherine Blakespear, *Mayor*, CITY OF ENCINITAS
René Bobadilla, *City Manager*, CITY OF PICO RIVERA
Tom Habashi, *CEO*, MONTEREY BAY COMMUNITY POWER AUTHORITY
Scott Mann, *Planning Commissioner*, SLO CLEAN ENERGY
Kerrie Romanow, *Environmental Services Director*, CITY OF SAN JOSE

9:45 - 10:15 *Networking Break*

10:15 - 10:45 *Keynote Presentation*

Nick Chaset, *CEO***,** EAST BAY COMMUNITY ENERGY

10:45 - 11:45 *Panel Discussion:* **Power Procurement – Balancing Aspirational Goals with Cost and Feasibility**

This panel will highlight the state of the art in CCA bulk power purchasing and alternative power strategies for attaining their locally-driven energy mandates. The first wave of CCA activity arguably focused mainly on procuring RECs and lower carbon fuel sources from large power delivery services and IPPs and from remote concentrated solar farms. More recently, some CCAs have been doing Virtual PPAs with renewable developers, and even starting to site some of the projects within the CCA member territory. CCAs have to weigh a number of factors in designing their power supply, amidst an ever-evolving California energy market. This panel will mix power buyers and planners from existing and formative CCAs with renewable developers and energy service providers to explore energy sourcing alternatives, and emerging contractual structures and risk factors.

Panelists:
Ted Beatty, *Director of Resource and Program Development*, SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY (SCPPA)
Greg Brehm, *Director of Power Resources*, MARIN CLEAN ENERGY (MCE)
Jeff Fuller, *Director of Client Services*, THE ENERGY AUTHORITY
Michael A. Hyams, *Director*, CLEANPOWERSF
Dan Kalb, *City Councilmember*, CITY OF OAKLAND
John Roukema, *Director of Electric Utility*, SILICON VALLEY POWER

11:45 - 1:15 *Group Luncheon*

1:15 - 1:45 *Post-Luncheon Keynote:*

Jon Wellinghoff*, CEO*, POLICY/DER CONSULTING

1:45 - 2:30 *Panel Discussion:* **CCA Finance Part I: Contracts, Credit, and the Fine Art of Project Finance**

This panel will mix renewable developers with a track record of signing PPAs with CCAs, renewable financiers, and CCA power procurement officials. As the prospects for PPAs to become a major new force in power offtake grow, CCAs will need to negotiate PPAs, address creditworthiness issues, and familiarize themselves with the complex world of project finance structures. (A sequel panel on Day Two will discuss municipal bond finance issues.)

Moderator:
Deanne M. Barrow, *Associate,* NORTON ROSE FULBRIGHT US LLP

Panelists:
Magali Cohen*, Director, Power & Infrastructure Finance***,** INVESTEC SECURITIES LLC
Siobhan Doherty, *Director of Power Resources*, PENINSULA CLEAN ENERGY
Sondra Martinez, *Senior Director, Project Finance Americas*, NORD/LB
David McNeil, CFA, *Finance Manager*, MARIN CLEAN ENERGY (MCE)
Vince Plaxico, *Director of Project Finance*, RECURRENT ENERGY
Elizabeth Waters, *Managing Director,* MUFG - PROJECT FINANCE, AMERICAS

2:30 - 3:15 *Panel Discussion:* **Issues for Renewable Project and DER Developers in Interacting with CCAs**

This panel will give the developer community a chance to talk about their experiences thus far providing long term power purchase agreements to CCAs, and to explore what the future will look like with a proliferation of many dozens of CCAs in California. Panelists will help to educate incoming CCA management and power procurement/contracts about their future offerings and capabilities.

- Project timeline - what do newer CCAs need to understand about the renewable project development schedule and time-frames for various steps
- How are developers thinking about CCAs' credit rating and its impact on project financing options
- Section 201 Trade Petition - potential impact on solar development for CCAs

Moderator:
Peter D. Mostow, *Partner,* WILSON SONSINI GOODRICH & ROSATI

Panelists:
Michael Arndt, *Managing Director, Development,* RECURRENT ENERGY
Katherine Ryzhaya, *Chief Commercial Officer,* LIGHTSOURCE RENEWABLE ENERGY
Additional Panelists to be Announced

3:15 - 3:45 *Networking Break*

3:45 - 4:25 *Panel Discussion:* **Impact of CCAs on the Grid**

While in theory CCAs are not legally or technically responsible for grid balancing functions, they do need to submit scheduling plans to CAISO and long-term Integrated Resource Plans to CPUC, which implicates some distribution grid issues. Some CCAs are including grid balancing, demand response, frequency regulation and ancillary services as bullet points in their feasibility studies, and some current CCAs are starting to work with third party grid aggregators like Autogrid, EV Motor Werks, and others. This panel will bring together planning experts from CCAs and their grid consultants with CAISO and IOU representatives to explore the impact of CCAs on transmission, distribution grid dynamics and possible relevance of emerging concepts like locational marginal pricing for DERs.

Panelists:
Tom Cuccia, *Account Manager*, CAISO
David Rubin, *Director, Service Analysis*, PACIFIC GAS AND ELECTRIC COMPANY
Brian Stevens, *Strategic Business Planner*, SACRAMENTO MUNICIPAL UTILITY DISTRICT (SMUD)
Peter Asmus*, Associate Director, Energy*, NAVIGANT RESEARCH
Alan Suleiman, *Director Marketing & Public Affairs,* SILICON VALLEY CLEAN ENERGY

4:25 – 4:30 *Welcoming Remarks to the Reception*

Anne Falcon*, Senior Associate,* EES CONSULTING, INC.

4:30 - 5:15 *Panel Discussion:* **Evolution of CCAs and Innovative DER and Local Energy Programs**

As more and more CCAs start to undertake experimental programs to provide local economic activity and local renewable project siting with their power profile/criteria, new models for collaboration with outside platform providers and aggregators and developers are emerging, representing demand response, peak capacity shifting, DER aggregation by Virtual Power Plants, etc. This panel will explore how some of these programs are working, how they are being funded, interaction with state funding sources like CEC EPIC, and opportunities for leveraging this dynamic for the future uptake of innovative grid business models, solutions and technologies.

Moderator:
Chris Sentieri, *Climate Solutions Manager*, THE OFFSET PROJECT

Panelists:
Rick Brown, PhD, *CEO*, TERRAVERDE RENEWABLE PARTNERS
Marc Estrada, *President,* GPT, INC.
Craig Lewis, *CEO*, CLEAN COALITION
Beth Reid, ________, OLIVINE
Richard Schorske, *Executive Director*, ZNE ALLIANCE
Laurie ten Hope, *Deputy Director, Energy Research & Development,* CALIFORNIA ENERGY COMMISSION (invited)

5:15 - 6:15 *Networking Reception Sponsored by:*

EES Consulting, Inc.

Main Summit | Thursday, November 16, 2017

7:00 – 8:00 *Registration & Networking Breakfast*

8:00 – 8:05 *Welcome & Introduction by the Summit Chair*

8:05 - 8:30 *Keynote Address:* **Perspective from the California Energy Commission**

8:30-9:00 *Keynote Address:* **Key CCA Challenge: How to Accelerate and Scale "Out" Non-Exporting DER Development**

Paul Fenn, who originated the CCA model, will discuss the latest developments in CCA 2.0, focused on finance, behind-meter deployments and supporting programs, system power-offsetting contracts, microgrid / electric vehicle / IP thermostat combinations and other applications of integrated DER assets to support real-time CCA-specific and transmission zone-specific load curve reform strategies. He will examine current California and other U.S. CCAs in terms of local DER development, the limitations of past projects, and how municipalities can use current capacity to support local DER project development and product sales. Fenn will give the story of past successes like high renewable levels at rate parity, as well as the great leaps into local development of DERs by CCAs in more recent years, and assess the immediate future of DER deployment by CCAs based on the presence of new innovators in the public and private sectors.

Paul Fenn, *Founder & President,* LOCAL POWER, INC.

9:00 - 9:45 *Panel Discussion:* **Lessons Learned from the First Wave of CCAs**

This panel will feature executives from CCAs currently in operation who now have anywhere from 2-6 years of experience driving their power portfolio ahead of state timelines and criteria. These directors will discuss the challenges on the road and their vision moving forward, and how they are actively working with newer CCAs to accelerate their formation.

Moderator:
Tim Cronin, *Associate*, WILSON SONSINI GOODRICH & ROSATI

Panelists:
Cathy DeFalco, EJD, C.P.M., *Executive Director*, LANCASTER CHOICE ENERGY / CITY OF LANCASTER
Joseph Moon, *Assistant Director, Energy & Environmental Services*, APPLE VALLEY CHOICE ENERGY (AVCE)
Jan Pepper, *CEO*, PENINSULA CLEAN ENERGY
Steve Shupe, *General Counsel*, SONOMA CLEAN POWER AUTHORITY
Drake Welch, *Vice President, Customer Care*, CALPINE ENERGY SOLUTIONS

9:45 - 10:15 *Networking Break*

10:15 - 11:00 *Panel Discussion:* **CCA Finance Part II: Municipal Bonds and Creditworthiness**

Forming a CCA requires an initial bond, which so far has been put together differently, from different sources, by different CCAs, in some cases using member city money, money from regional community banks, from public funds, or from larger national banks. In addition the CCA needs to establish creditworthiness to make purchases on the wholesale power markets, and take out insurance for capacity hedging. Further lump sums can be required for doing VPPAs with renewable developers or local energy projects. This panel will include a mix of CCA CFOs and municipal finance sources and advisors, exploring the needs of the upcoming waves of CCAs.

Panelists:
Stephen Fleming, *President/CEO*, RIVER CITY BANK
Joseph Natoli, *Vice President*, GOLDMAN SACHS
Don Eckert, *Interim CEO/Director of Finance*, SILICON VALLEY CLEAN ENERGY
Additional Panelists to be Announced

11:00 - 12:00 *Closing Panel Discussion*: **What Lies Ahead**

This closing panel will present a cross-section of community representatives kicking the tires on the big vision of getting to 100% local renewables incorporating the pyramid of negawatts/efficiency, demand response, local generation and storage with local economic activity.

- Why a technological revolution is not enough
- Where does DER technology fit into our vision of resilient communities?

- How do we ensure community economic benefits and good clean energy jobs through DER deployment?
- Putting the community in Community Choice energy?

Moderator:
Al Weinrub, *Coordinator,* LOCAL CLEAN ENERGY ALLIANCE

Panelists:
Ben Bartlett, *City Councilmember*, CITY OF BERKELEY; *Board Member,* CALCEF
Woody Hastings*, Renewable Energy Manager,* CENTER FOR CLIMATE PROTECTION
Avni Jamdar, *Director,* EMERALD CITIES SAN FRANCISCO
Jessica Tovar, EAST BAY CLEAN POWER ALLIANCE

12:00 Summit adjourns

Item 4.J

Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **SANDAG Borders Committee Activities Update**

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

Date: **November 6, 2017**

The purpose of this item is to *inform the Committee of activities occurring on the San Diego Association of Governments (SANDAG) Borders Committee.*

Requested Action:

1. Receive and file.

Marsha Swanson, Councilmember, City of Wildomar, serves as the WRCOG representative on the SANDAG Borders Committee. Attached is a recap of the meeting held on September 22, 2017.

Prior Action:

September 11, 2017: The Executive Committee received and filed.

Fiscal Impact:

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

Attachment:

1. SANDAG Borders Committee meeting recap of September 22, 2017.

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Item 4.J
SANDAG Borders Committee Activities Update

Attachment 1
SANDAG Borders Committee meeting recap of September 22, 2017

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WRCOG, Executive Committee,

I attended the SANDAG Border Committee on September 22 2017

Public Comments:

None

Action Items

Approval of the July 28th 2017 meeting minutes .

Reports at this meeting:

1. San Diego and Western Riverside Interregional PARK and RIDE STRATEGY. (I was so excited to see something that affected Riverside on the agenda).

April Petonak, Brain Cunanan, Riverside County Transportation Commission and staff from SANDIG presented the approach and projected outcome of doing a joint study and management strategies for current and future park and rides facilities. Caltrans awarded them a grant for $288,000 plus local match funds of $72,000. This will be a two year project with a completion date of June 30, 2019.

Scope of Work

A. Compile an inventory all park-and-ride facilities
B. Develop a Park- and-ride demand and analysis
C. Identify strategies to better manage existing facilities and plan for anticipated needs
D. Establish recommendations for phased implementation of potential management strategies

2. San Ysidro Air Quality Study by Penelope "Jenny" Quintana, San Diego State University

Jenny explained where the monitors are located and how the monitors work. She gave a site to see all of California reports real time http://oehha.ca.gov/calenviroscreen/maps-data This is a on going study and we will be updated at future meetings.

Public Comments

None

Next meeting scheduled for October 27th 2017 at 12:30 p.m.

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Item 4.K

Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **Single Signature Authority Report**

Contact: **Ernie Reyna, Chief Financial Officer, ereyna@wrcog.us, (951) 955-8432**

Date: **November 6, 2017**

***The purpose of this item is to** notify the Committee of any recent contracts signed under the single signature authority of the Executive Director.*

Requested Action:

1. Receive and file.

The Executive Director has single signature authority for contracts up to $50,000. For the period of July 1, 2017, through September 30, 2017, 12 contracts were signed by the Executive Director. It should be noted that 11 of the contracts are strictly to establish consultants for WRCOG's On-Call Planning Services bench.

1. On July 31, 2017, a contract in the amount of $15,370 was signed into agreement with the American Bicycling Education Association (ABEA). This Agreement replaces the Agreement with Riverside Community College District as that Agreement had to be canceled due to restructuring of the District's departments. The funds utilized for ABEA's activities are covered by WRCOG's Caltrans Active Transportation Program grant. This grant is funding a pilot project that includes training programs to educate residents on the maintenance, essential tools and safety equipment of the bicycle, safe techniques, rules of the road, vehicle code for riding safely, and general bike handling techniques.

2. On August 21, 2017, a Professional Services Agreement in the amount of $50,000 was signed into agreement with AECOM Technical Services. (AECOM). This Agreement solely establishes AECOM on the consultant bench for On-Call Planning Services for assistance related to General Plan / Sustainability Support and Climate Change Planning. Actual services from AECOM will be based on need and will be more particularly described in the individual Task Order issued by WRCOG at the appropriate time. No services shall be performed unless authorized by a fully executed Task Order when Tasks are determined by WRCOG.

3. On August 21, 2017, a Professional Services Agreement in the amount of $50,000 was signed into agreement with Alta Planning + Design (Alta). This Agreement solely establishes Alta on the consultant bench for On-Call Planning Services for assistance related to Grant Writing Assistance and Transportation Planning. Actual services from Alta will be based on need and will be more particularly described in the individual Task Order issued by WRCOG at the appropriate time. No services shall be performed unless authorized by a fully executed Task Order when Tasks are determined by WRCOG.

4. On August 21, 2017, a Professional Services Agreement in the amount of $50,000 was signed into agreement with Blais & Associates (Blais). This Agreement solely establishes Blais on the consultant bench for On-Call Planning Services for assistance related to Grant Writing Assistance. Actual services from Blais will be based on need and will be more particularly described in the individual Task Order issued

by WRCOG at the appropriate time. No services shall be performed unless authorized by a fully executed Task Order when Tasks are determined by WRCOG.

5. On August 21, 2017, a Professional Services Agreement in the amount of $50,000 was signed into agreement with Fehr & Peers. This Agreement solely establishes Fehr & Peers on the consultant bench for On-Call Planning Services for assistance related to Transportation Planning. Actual services from Fehr & Peers will be based on need and will be more particularly described in the individual Task Order issued by WRCOG at the appropriate time. No services shall be performed unless authorized by a fully executed Task Order when Tasks are determined by WRCOG.

6. On August 21, 2017, a Professional Services Agreement in the amount of $50,000 was signed into agreement with KOA Corporation (KOA). This Agreement solely establishes KOA on the consultant bench for On-Call Planning Services for assistance related to Transportation Planning. Actual services from KOA will be based on need and will be more particularly described in the individual Task Order issued by WRCOG at the appropriate time. No services shall be performed unless authorized by a fully executed Task Order when Tasks are determined by WRCOG.

7. On August 21, 2017, a Professional Services Agreement in the amount of $50,000 was signed into agreement with KTU & A (KTUA). This Agreement solely establishes KTUA on the consultant bench for On-Call Planning Services for assistance related to Grant Writing Assistance. Actual services from KTUA will be based on need and will be more particularly described in the individual Task Order issued by WRCOG at the appropriate time. No services shall be performed unless authorized by a fully executed Task Order when Tasks are determined by WRCOG.

8. On August 21, 2017, a Professional Services Agreement in the amount of $50,000 was signed into agreement with Michael Baker International. (MBI). This Agreement solely establishes MBI on the consultant bench for On-Call Planning Services for assistance related to General Plan / Sustainability Support, Healthy Communities Planning, and Climate Change Planning. Actual services from MBI will be based on need and will be more particularly described in the individual Task Order issued by WRCOG at the appropriate time. No services shall be performed unless authorized by a fully executed Task Order when Tasks are determined by WRCOG.

9. On August 21, 2017, a Professional Services Agreement in the amount of $50,000 was signed into agreement with National Community Renaissance of California (National CORE). This Agreement solely establishes National CORE on the consultant bench for On-Call Planning Services for assistance related to Grant Writing Assistance and general staff support. Actual services from National CORE will be based on need and will be more particularly described in the individual Task Order issued by WRCOG at the appropriate time. No services shall be performed unless authorized by a fully executed Task Order when Tasks are determined by WRCOG.

10. On August 21, 2017, a Professional Services Agreement in the amount of $50,000 was signed into agreement with PlaceWorks. This Agreement solely establishes PlaceWorks on the consultant bench for On-Call Planning Services for assistance related to General Plan / Sustainability Support, Healthy Communities Planning, Climate Change Planning, Economic and Demographic Forecasting, and general staff support. Actual services from PlaceWorks will be based on need and will be more particularly described in the individual Task Order issued by WRCOG at the appropriate time. No services shall be performed unless authorized by a fully executed Task Order when Tasks are determined by WRCOG.

11. On September 12, 2017, a Professional Services Agreement in the amount of $50,000 was signed into agreement with Raimi & Associates (Raimi). This Agreement solely establishes Raimi on the consultant bench for On-Call Planning Services for assistance related to Healthy Communities Planning. Actual services from Raimi will be based on need and will be more particularly described in the individual Task Order issued by WRCOG at the appropriate time. No services shall be performed unless authorized by a fully executed Task Order when Tasks are determined by WRCOG.

12. On September 12, 2017, a Professional Services Agreement in the amount of $50,000 was signed into agreement with WSP. This Agreement solely establishes WSP on the consultant bench for On-Call Planning Services for assistance related to Grant Writing Assistance, Transportation Planning, Economic and Demographic Forecasting, and general staff support. Actual services from WSP will be based on need and will be more particularly described in the individual Task Order issued by WRCOG at the appropriate time. No services shall be performed unless authorized by a fully executed Task Order when Tasks are determined by WRCOG.

Prior Actions:

October 19, 2017: The Technical Advisory Committee received and filed.
October 11, 2017: The Administration & Finance received report for the period of April 1, 2017, through June 30, 2017.

Fiscal Impact:

The item for this quarter is informational only; therefore, there is no fiscal impact.

Attachment

1. WRCOG Contracts Activity report.

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Item 4.K

Single Signature Authority Report

Attachment 1

WRCOG Contracts Activity report

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Western Riverside Council of Governments
Contracts Activity Report
For the Period July 1, 2017, through September 30, 2017

Level Of Authority	Date	Consultant	Description of Services	Amount
Executive Director				
	7/31/2017	American Bicycle Education Alliance, Inc.	Provide bicycle/pedestrian education training as part of pilot program - part of Western Riverside County Active Transportation Plan, funded by Caltrans.	$15,370
	8/21/2017	AECOM Technical Services, Inc.	Establish consultant on the On-Call Planning Services consultant bench to provide services related to General Plan/Sustainability Support and Climate Change Planning.	$50,000
	8/21/2017	Alta Planning + Design	Establish consultant on the On-Call Planning Services consultant bench to provide services related to Grant Writing Assistance and Transportation Planning.	$50,000
	8/21/2017	Blais & Associates	Establish consultant on the On-Call Planning Services consultant bench to provide services related to Grant Writing Assistance.	$50,000
	8/21/2017	Fehr & Peers	Establish consultant on the On-Call Planning Services consultant bench to provide services related to Transportation Planning.	$50,000
	8/21/2017	KOA Corporation	Establish consultant on the On-Call Planning Services consultant bench to provide services related to Transportation Planning.	$50,000
	8/21/2017	KTU&A	Establish consultant on the On-Call Planning Services consultant bench to provide services related to Grant Writing Assistance.	$50,000
	8/21/2017	Michael Baker International, Inc.	Establish consultant on the On-Call Planning Services consultant bench to provide services related to General Plan/Sustainability Support, Healthy Communities Planning, and Climate Change Planning.	$50,000
	8/21/2017	National Community Renaissance of California	Establish consultant on the On-Call Planning Services consultant bench to provide services related to Grant Writing Assistance and General Staff Support.	$50,000

Level Of Authority	Date	Consultant	Description of Services	Amount
	8/21/2017	PlaceWorks, Inc.	Establish consultant on the On-Call Planning Services consultant bench to provide services related to General Plan/Sustainability Support, Healthy Communities Planning, Climate Change Planning, Economic and Demographic Forecasting, and General Staff Support.	$50,000
	9/12/2017	Raimi and Associates	Establish consultant on the On-Call Planning Services consultant bench to provide services related to Healthy Communities Planning.	$50,000
	9/12/2017	WSP	Establish consultant on the On-Call Planning Services consultant bench to provide services related to Grant Writing Assistance, Transportation Planning, Economic and Demographic Forecasting, and General Staff Support.	$50,000

Administration & Finance
None

Other
None

Total Amount for Single Signature **$ 565,370**

Ernie Reyna

Prepared and Approved by

Item 4.L

Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **Regional Streetlight Program Activities Update**

Contact: **Tyler Masters, Program Manager, tmasters@wrcog.us, (951) 955-8378**

Date: **November 6, 2017**

***The purpose of this item is to** provide the Committee with an update on the steps member jurisdictions are taking to acquire their streetlights and participate in the Regional Streetlight Program, provide an update on the regional financing option, as well as an updated scheduled of finance meetings with jurisdictions, an update on the RFQ for LED fixtures, and to update the Committee on the Professional Services Agreement between WRCOG and the selected operations & maintenance vendor, Siemens Industry.*

Requested Action:

1. Receive and file.

WRCOG's Regional Streetlight Program will assist member jurisdictions with the acquisition and retrofit of their Southern California Edison (SCE)-owned and operated streetlights. The Program has three phases: 1) streetlight inventory; 2) procurement and retrofitting of streetlights; and 3) ongoing operations & maintenance (O&M). The overall goal of the Program is to provide significant cost savings to the member jurisdictions.

Background

At the direction of the Executive Committee, WRCOG developed a Regional Streetlight Program that will allow jurisdictions (and Community Service Districts) to purchase streetlights within their boundaries that are currently owned and operated by SCE. Once the streetlights are owned by the member jurisdiction, the lamps will be retrofitted to Light Emitting Diode (LED) technology to provide more economical operations (i.e., lower maintenance costs, reduced energy use, and improvements in public safety). Local control of the streetlight system provides jurisdictions with opportunities for future revenue generation such as digital-ready networks, and telecommunications and information technology strategies.

The Program seeks to provide cost-efficiencies for local jurisdictions through the purchase, retrofit, and maintenance of streetlights within jurisdictional boundaries, without the need of additional jurisdictional resources. As a regional Program, WRCOG is working with participating jurisdictions to move through the acquisition process, develop financing recommendations, develop and update regional and community-specific streetlight standards, and implement a regional O&M agreement that will enhance the level of service currently provided by SCE.

Regional Streetlight Acquisition Update

To date, 11 jurisdictions (listed below) have decided to move forward and have signed their Purchase and Sales Agreements to acquire current SCE-owned streetlights within their jurisdictional boundaries. Collectively, these account for nearly 48,000 streetlights within Western Riverside County. Once each Agreement is signed by the jurisdiction, SCE will transmit the Agreement to the California Public Utilities Commission (CPUC) for review and approval. The CPUC approval process can take up to 12 months (depending on valuation price of the streetlights). Jurisdictions with estimated streetlight sales prices exceeding $5 million will move forward in the CPUC process as a "full filing," which requires further CPUC action and can take upwards of four to twelve months for approval. According to other southern California cities that successfully progressed through the process, the timeline was slightly quicker for CPUC approval of full filings; on average the timing is closer to four months. Jurisdictions with estimated streetlights sales prices of under $5 million will move forward in the CPUC process as an "advice filing," and can be administratively approved within two to six months.

On August 30, 2017, SCE filed the City of Murrieta's application with the CPUC. Murrieta is the first city in Western Riverside County to enter this phase of the process. Additionally, on September 25, 2017, SCE filed the City of Temecula's application with the CPUC. Temecula is now the second city in Western Riverside County to enter this phase of the process and the remaining nine jurisdictions are nearing this stage. Staff will keep the WRCOG Committee updated as jurisdictions progress through the acquisition process.

<u>Acquisition process schedule</u>: The table below provides the estimated status for each jurisdiction participating in the Program. While applications for the Cities of Murrieta and Temecula have advanced to the CPUC for approval of streetlight acquisition, the nine remaining jurisdictions are awaiting SCE's submission of the Agreements to the CPUC. Staff estimated the next batch of WRCOG cities to advance to the CPUC as early as mid-October. This timeline is tentative and subject to change depending on review conducted by SCE and the CPUC.

Acquisition Process	**Amendment Executed**	**SCE Sends to CPUC**	**CPUC Approval Date**	**SCE Transition Start**	**Estimated Retrofit Start**
Retrofit, O&M, LED fixture, and financing GOALS			Retrofit, O&M service selection GOAL	Finance Closing <u>and</u> LED selection GOAL	LED fixture delivery date GOAL
Example City	*Start date*		*+ 45 days (120 for full)*	*+ 60 days*	*+ 30 days*
Eastvale	7/26/2017	10/18/2017	12/2/2017	1/31/2018	3/2/2018
Hemet	8/7/2017	10/18/2017	11/20/2017	1/17/2018	2/19/2018
Jurupa Community Services District	7/20/2017	10/18/2017	12/2/2017	1/31/2018	3/2/2018
Lake Elsinore	8/9/2017	10/18/2017	12/2/2017	1/31/2018	3/2/2018
Menifee	8/1/2017	10/18/2017	12/2/2017	1/31/2018	3/2/2018
Moreno Valley	9/19/2017	10/18/2017	12/2/2017	1/31/2018	3/2/2018
Murrieta	7/27/2017	8/30/2017	10/14/2017	12/13/2017	1/12/2018
Perris	8/8/2017	10/18/2017	12/2/2017	1/31/2018	3/2/2018
San Jacinto	8/7/2017	10/18/2017	12/2/2017	1/31/2018	3/2/2018
Temecula	7/24/2017	9/25/2017	1/23/2018	3/24/2018	4/23/2018
Wildomar	7/24/2017	10/18/2017	12/2/2017	1/31/2018	3/2/2018
				One phase = 3,000/poles/month	

	City approval	City signed Agreement + Amendment	SCE executes agreement	SCE sends to CPUC	CPUC approves and transition starts
Eastvale	**4/12/2017**	✓	✓		**Est. Q4 2017**
Hemet	3/14/2017	✓	✓		Est. Q4 2017
JCSD	**3/13/2017**	✓	✓		**Est. Q4 2017**
Lake Elsinore	1/24/2017	✓	✓		Est. Q4 2017
Menifee	**2/15/2017**	✓			**Est. Q4 2017**
Moreno Valley	3/21/2017	✓	✓		Est. Q4 2017
Murrieta	**3/7/2017**	✓	✓	✓	**early Q4 2017**
Perris	3/28/2017	✓	✓		Est. Q4 2017
San Jacinto	**3/28/2017**	✓	✓		**Est. Q4 2017**
Temecula	2/28/2017	✓	✓	✓	Est. Q4 2017
Wildomar	**3/8/2017**	✓	✓		**Est. Q4 2017**

WRCOG & Siemens Industry Professional Services Agreement

At the October 2, 2017, Executive Committee meeting, the Committee directed the Executive Director to enter into a contract agreement with Siemens Industry, Intelligent Traffic Systems, for a regional streetlight retrofit and ongoing O&M services in an amount not to exceed $5,913,073 over a five-year contract period subject to legal counsel review and approval.

The WRCOG RFP Evaluation Committee (comprised of representatives from WRCOG and its financial advisors, and representatives from the Cities of Lake Elsinore, Murrieta, San Jacinto and Temecula) found Siemens to have demonstrated experience in streetlight retrofit and maintenance projects, competitive pricing, and capacity to maintain and improve upon existing level of service for streetlight related tasks.

The Scope of Work (SOW), as part of the Siemens Agreement, lists the services Siemens will provide to participating jurisdictions. The jurisdictions that participate in the regional Program are also able to include its current jurisdiction-owned streetlights and signalized intersection safety lights, etc. For the duration of the contract, the services provided by Siemens will include, but are not limited to, the following:

Project Development / Implementation / Routine maintenance (Pre and Post LED conversion):

1. Installation of streetlight identification pole tags
2. LED streetlight retrofits
3. Installation of housing shields (if necessary)
4. Maintenance of HPS / LPS fixtures (prior to LED installation)
5. Installation of HPS / LPS housing shields (if necessary)
6. Maintenance of LED streetlights
7. Replacement of LED streetlights
8. Implementation and administration of a 24/7 customer service portal
9. LED fixtures warranty processing
10. Photocell, fuse, fuse holder, hand hole cover maintenance
11. Quarterly review of system operations (including night check of streetlight systems)

Extraordinary Maintenance:

1. Pole knockdown replacement (no foundation)
2. Pole knockdown replacement (with foundation)
3. Replacement of pull box lid
4. Graffiti abatement on poles

5. Replacement of overhead wiring
6. Painting of poles
7. USA Dig Alert service

The total contract amount for LED installation and routine operations and maintenance for 55,000 streetlights in Western Riverside County is not to exceed $5,913,073 over five years. This contract equates to roughly $1.79 per pole per month which will be collected from participating jurisdictions on a semi-annual basis and held by the paying agent in a separate bank account for payment to the contractor. This amount represents the costs if all 11 cities participating in streetlight retrofit and O&M and is subject to change based upon the number of jurisdictions that actually participate in the Program.

In addition to the services listed above, staff worked with Siemens to include additional services within the Agreement to support procurement of LED lighting fixtures, as needed.

Streetlight Financing Update

WRCOG, PFM, and Banc of America have been working together to develop a regional financing structure and financial documents that will be reviewed, approved, and entered into by the jurisdictions interested in participating in the finance option of the Regional Streetlight Program. Staff has meet with all jurisdictions that signed Purchase and Sales Agreements (PSA) to provide the next steps of the acquisition process. The purpose of these financial meetings was to provide jurisdictions with the updates to their cash flow models, O&M prices and updated LED fixtures prices. At these meetings, staff updated jurisdictions on the status of the draft regional Program participation and finance agreements and provide a copy to the jurisdictions for review and comment.

Financial Meetings:

1. City of Eastvale: October 10, 2017
2. City of Hemet: October 4, 2017
3. City of Lake Elsinore, October 18, 2017
4. City of Menifee: October 16, 2017
5. City of Moreno Valley: October 16, 2017
6. City of Murrieta: October 16, 2017
7. City of Perris: October 17, 2017
8. City of San Jacinto: October 16, 2017
9. City of Temecula: October 5, 2017
10. City of Wildomar: October 10, 2017
11. Jurupa Community Services District: October 16, 2017

Staff will be coordinating with each jurisdiction to identify potential dates to take the finalized Finance Agreements to its City Council for approval. Staff will be working with each jurisdiction to meet specific timelines set forth in the table above so that once the PSA comes out of the CPUC, all jurisdictions will have their financing approved and ready to initiate payments for the streetlights and O&M.

On October 11, 2017, WRCOG distributed the draft Program participation and financing documents to participating jurisdictions for review. On October 25, 2017, staff received comments from jurisdictions, which will be compiled and distributed back to Banc of America to initiate its review before the agreements are drafted into final draft form for action by each interested jurisdiction. The draft Program participation and financing documents include:

1. **Financing Resolution:** Approval of this document will be made at each interested jurisdictions' respective City Council / Board meetings to authorize the financing. The Resolution will define a "Not to Exceed" amount which will include an amount adequate to cover any contingencies that may be identified during the acquisition true-up or retrofit processes.
2. **Equipment Lease / Purchase Agreement:** Defines all of the lease definitions, city covenants, and details related to the terms of the lease. The financing terms will be filled in as we approach the closing date, to include the final amount borrowed, interest rate, and payment schedule.

3. **Escrow Agreement:** Governs the account that will be set up for the jurisdiction at Banc of America with the proceeds of the lease. Rather than the jurisdiction receiving monies at the closing, all funds will be deposited to the escrow account for payment of invoices submitted by the jurisdiction for payments made to SCE for acquisition and Siemens / WRCOG for retrofit services.
4. **Implementation Agreement:** This agreement is between the jurisdiction and WRCOG for the Program management services associated with the aggregated services provided for the acquisition, retrofitting and ongoing O&M.
5. **Paying Agent Agreement:** This Agreement will identify Wells Fargo as the paying agent, whose role is to support the ongoing payments made to multiple parties under the Program. In an effort to streamline the processing needed by the cities, WRCOG / PFM set this up so that the jurisdiction would make single payments, semi-annually, to the paying agent for all components of the Program in which the jurisdiction is participating. Therefore, twice a year, in December and June, the jurisdiction will make a payment that will include the debt service (principal and interest) paid to Banc of America, as well as administrative services, O&M, and, in later years, re-lamp reserve. The paying agent will then disburse the funds in the schedule amounts to the correct parties without the jurisdiction having to schedule multiple payments.

Streetlight Request for Quotation (RFQ)

On September 21, 2017, WRCOG released an RFQ to solicit suppliers interested in providing WRCOG's member jurisdictions with LED lights for the replacement of jurisdiction owned streetlights. This is the next step within the Regional Streetlight Program as many of the jurisdictions are in the process of acquiring their streetlights from SCE. Upon the closing of the RFQ, an evaluation committee (to be formed) will review the proposals and coordinate with the jurisdictions to identify the best LED lighting fixture(s) that meet the region's street lighting needs.

On October 25, 2017, WRCOG released a second Amendment to the RFQ which allows additional time for potential proposers to respond to the RFQ. The first Amendment was released on October 11, 2017. WRCOG staff will provide responses to the questions and answers on November 20, 2017. Quotes are now due on December 11, 2017, and staff anticipates a decision will be made by the week of January 15, 2018.

The specifications listed within the RFQ were extracted from WRCOG's LightSuite document (approved by the Executive Committee on September 11, 2017), the outdoor lighting resource developed using technical analysis and public input from the Regional Demonstration Area hosted in the City of Hemet. The LightSuite document is a guiding template for interested jurisdictions to apply to current street lighting standards and new developments. For the Demonstration Area, WRCOG and the City of Hemet installed over 150 different LED lighting fixtures from 12 different lighting vendors. The Demonstration Area helped identify public preference for lighting specifications through guided tours. At these tours, attendees voiced their opinion on what type of lighting style they preferred and on how much lighting is needed within their community. Attendees included elected officials, public safety officials, city staff, astronomers, lighting specialists, and residents from Riverside and San Bernardino Counties.

After proposers provide quotations, staff will be coordinating a working group to include representation of each respective participating jurisdiction involved in the Regional Streetlight Program to evaluate and assess qualified proposals.

Prior Actions:

October 26, 2017: The Finance Directors Committee received and filed.
October 19, 2017: The Technical Advisory Committee received and filed.

Fiscal Impact:

Activities for the Regional Streetlight Program are included in the Agency's adopted Fiscal Year 2017/2018 Budget in the Energy Department.

Attachment:

None.

Item 4.M

Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **Visioning Session Summary**

Contact: **Jennifer Ward, Director of Government Relations, jward@wrcog.us, (951) 955-0186**

Date: **November 6, 2017**

The purpose of this item is to *provide a summary of items discussed at WRCOG's Joint Committee Visioning Session held on October 12, 2017.*

Requested Action:

1. Receive and file.

WRCOG held an Agency visioning session on Thursday, October 12, 2017, with over 60 members of the Executive, Technical Advisory, Planning and Public Works Committees in attendance. These sessions are held periodically (approximately every 3 years) to assess the status of WRCOG's programs and activities, evaluate regional strengths and weaknesses, and brainstorm potential new opportunities for the Agency to undertake.

Regional Assessment

On October 12, 2017, Bill Higgins, Executive Director for the California Association of Councils of Governments (CalCOG) facilitated a regional SWOT (strengths, weaknesses, opportunities, threats) analysis with members, which identified the following:

Strengths

Open space
Affordable land and housing
Climate / weather
Strong institutions of higher education
Culture of regional cooperation
Growth occurring
Positive focus on health outcomes

Weaknesses

Traffic
Poor air quality
Aging / poorly maintained infrastructure
Burdensome regulation
Jobs / housing imbalance
Low educational attainment
Negative "IE" brand

Opportunities

Availability of land
Large and eager workforce
Growing population
Strategic location in SoCal
Demographic shifts
Tourism
Industry / economic diversity

Threats

Growing population
Pressure on transportation network
Lack of rail / air infrastructure
Homelessness
Poverty
Brain drain
Strain on natural resources

Challenges with state/federal politics

WRCOG staff provided a summary of activities the agency undertakes in relation to the six priority goal areas solidified at previous visioning sessions: Economic Development, Education, Health, Transportation, Energy / Environment, and Water / Wastewater. Committee members expressed support for continuation of all existing initiatives, and recommended that staff conduct a capacity analysis to determine which programs have opportunity to be strengthened and explore which activities jurisdictions could be more operationally involved with.

<u>Process for Evaluating New Initiatives</u>

Facilitator Bill Higgins also discussed with WRCOG members the challenges associated with taking on new initiatives and outlined a process staff and members could follow to vet new ideas for consideration. This process includes a series of questions that can help "filter" a new project and evaluate whether or not WRCOG should pursue the effort, and if so, better predict its potential for success. The filter questions include:

1. How does the program benefit the region?
2. How does it relate to WRCOG's purpose & priorities?
3. How does it relate to WRCOG's other programs?
4. What can WRCOG do than no one else can do?
5. What is the potential to make a difference?
6. Does WRCOG have the resources to be effective?
7. What is the cost / benefit ratio of the action?
8. What other factors are important to consider?
9. What is the potential for benchmarking / monitoring progress?

<u>Facilitated Discussion on Potential Ideas for WRCOG</u>

Finally, Committee members created a list of priorities and ideas for WRCOG to potentially explore (subject to determinations from filtering, categorized as follows:

1. Economic Development & Regional Branding
    a. Correct IE brand identity to help with attracting quality corporations and institutions, "Inland SoCal"
    b. Regional advocacy and cooperation
    c. Better utilize Foreign Trade Zones
2. Communication
3. Water
    a. Capturing gray water at the household level
4. Land Use and Community Development
    a. How to spread benefit of commercial / retail across the region
5. Logistics and Globalization Trends
    a. Inland Port of Entry
6. Technology Advances
    a. Broadband (e.g., RivCo Connect)
7. Education and Workforce
    a. Brain drain avoidance
8. Homelessness
    a. Serve as hub or clearinghouse for information
9. Review of existing WRCOG programs
    a. Empower members to take better advantage of resources offered

<u>Prior Actions</u>:

<u>October 19, 2017</u>: The Technical Advisory Committee received and filed.
<u>October 11, 2017</u>: The Administration & Finance Committee received and filed.

Fiscal Impact:

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

Attachment:

None.

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Item 4.N

Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **WRCOG Committees and Agency Activities Update**

Contact: **Rick Bishop, Executive Director, rbishop@wrcog.us, (951) 955-8303**

Date: **November 6, 2017**

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

Requested Action:

1. Receive and file.

Attached are summaries of actions and activities from WRCOG standing Committee meetings that have taken place since the last Executive Committee.

Prior Action:

None.

Fiscal Impact:

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

Attachments:

1. WRCOG Committees Activities Matrix (Action items only).
2. Summary recaps from recent Committee meetings.

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WRCOG Committees and Agency Activities Update

Attachment 1

WRCOG Committees Activities Matrix (Action items only)

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WRCOG Committees Activities Matrix (Action Items Only)

	Executive Committee	Administration & Finance Committee	Technical Advisory Committee	Planning Directors Committee	Public Works Committee	Finance Directors Committee	Solid Waste Committee
Current Programs / Initiatives:							
Regional Streetlights Program	10/2: Approved a contract with Siemens for $5.9M over a five year contract period.	10/11: n/a	10/19: n/a	10/12: n/a	10/12: n/a	10/26: n/a	
Property Assessed Clean Energy (PACE) Programs	10/2: 1) Accepted County of Tulare into PACE Program; 2) authorized Renovate America to administer improvements on commercial property; 3) approved agreement with PACE Funding Group, LLC; 4) authorized Executive Director to enter into contract with Greenworks and Ygrene;	10/11: 1) Recommended judicial foreclosure and assignment of WRCOG's collection rights to a third party for delinquent parcels; 2) defer foreclosure on one commercial parcel;	10/19: n/a	10/12: n/a	10/12: n/a	10/26: n/a	
Community Choice Aggregation (CCA) / Western Community Energy	10/2: n/a	10/11: 1) Authorized the Executive Director to enter into cost sharing agreements with Desert Community Energy and LA Community Choice Energy for legal services; 2) authorized the use of 2015/2016 HERO carryover funds to initiate a budget amendment to increase legal services for CCA;	10/19: n/a	10/12: n/a	10/12: n/a	10/26: n/a	
TUMF	10/2: 1) Approved TUMF reimbursement agreement with Lake Elsinore; 2) approved TUMF reimbursement agreement with Riverside;	10/11: n/a	10/19: n/a	10/12: n/a	10/12: n/a	10/26: n/a	
Fellowship	10/2: n/a	10/11: 1) Recommended allocation of agency carryover funds be used for the remainder of Round II; 2) recommended allocation of agency carryover funds be used for continuation with Round III;	10/19: 1) Recommended allocation of agency carryover funds be used for the remainder of Round II; 2) recommended allocation of agency carryover funds be used for continuation with Round III;	10/12: n/a	10/12: n/a	10/26: n/a	
New Programs / initiatives:							
EXPERIENCE	10/2: Executive Committee denied funding for this and directed staff to…	10/11: n/a	10/19: n/a	10/12: n/a	10/12: n/a	10/26: n/a	

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WRCOG Committees and Agency Activities Update

Attachment 2

Soundbites from recent Committee meetings

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Western Riverside Council of Governments
Executive Committee Meeting Recap
October 2, 2017

Regional Streetlight Program Advances with Operations & Maintenance Contract

- With Executive Committee approval, WRCOG will move its Regional Streetlight Program forward by contracting with Siemens Industry, Inc., to retrofit streetlights to LEDs and provide ongoing operations & maintenance services. The contract is approximately $5.9 million over five years.
- Eleven jurisdictions are currently acquiring a total of 48,000 streetlights from Southern California Edison to achieve energy efficiency, cost savings, local control, and future smart city opportunities.

Two New PACE Providers Added Under the WRCOG PACE Umbrella

- The Executive Committee approved the addition of Greenworks, which offers commercial PACE financing, and Ygrene, which offers both residential and commercial PACE financing, to operate in Western Riverside County under the WRCOG umbrella.
- These will roll out later this year, and if a jurisdiction desires NOT to include Greenworks and/or Ygrene as providers in their community, it must adopt an opt-out Resolution, available upon request.

Feasibility Study to Explore EXPERIENCE Sustainability Demonstration Center

- WRCOG will move forward with hiring PlaceWorks consultants to examine the feasibility of implementing a regionally beneficial, demonstration center and activity hub in Western Riverside County to educate sustainable practices and showcase the leadership of the subregion.
- The center concept, "EXPERIENCE," seeks to provide a community asset that would offer many opportunities such as conference space, student education, communal gardens, recreation and entertainment, and interactive learning experiences for water, energy, and environmental efficiency.
- The feasibility study, anticipated to take 12 months, will incorporate input from member jurisdictions and partners, and analyze at least three potential sites to determine the market demand for the center's program elements, potential governance options and fundraising opportunities, and financial viability of this concept.

TUMF Update

- The Executive Committee approved two reimbursement agreements for projects in Lake Elsinore (for the SR-74/I-15 Interchange for $2.6 million) and Riverside (Adams Street/SR-91 Interchange for $4.1 million).
- Staff are finalizing an updated Fee Calculation Handbook, which will include updated fee calculations, and a TUMF Reimbursement Manual, which streamlines the payment process and provides info on expenses eligible for reimbursement. Both of these documents will be brought forward through the WRCOG Committee structure for review and approval in late 2017.

Oct. 12, 2017: Visioning Session

- WRCOG is hosting a joint meeting to review our mission and goals on Thursday, October 12, from 8:30 a.m. – 12:00 p.m. at Western Municipal Water District. Please RSVP to snelson@wrcog.us.

Western Riverside Council of Governments
Administration & Finance Committee Meeting Recap
October 11, 2017

Finance Department Activities Update

- Auditors from Rogers, Anderson, Malody, & Scott concluded the interim and final fieldwork portion of the financial audit for the Agency. The final CAFR is expected to be issued no later than November 15, 2017, and will be presented through the Committee structure for review.
- Staff are currently conducting reviews of TUMF collections by participating agencies for FY 2016/2017, which is due for completion in December.

Single Signature Authority Report

- For the period of July 1, 2017, through September 30, 2017, 12 contracts were signed by the Executive Director; a listing of contracts were attached to the staff report.

Cost Sharing Agreements for Legal Services Related to California Public Utilities Commission Proceedings R17-06-026 for Power Cost Indifference Adjustment (PCIA)

- On June 29, 2017, the CPUC opened a proceeding to consider alternatives to the amount that CCA and Direct Access customers pay in order to keep remaining IOU customers financially unaffected by their departure, which is required by legislation.
- WRCOG, along with CVAG, have become parties to the CPUC Proceeding R17-06-026, to ensure our interests are represented. WRCOG will enter into cost sharing agreements with Desert Community Energy and Los Angeles Community Choice Energy for legal services related to the Proceeding.

PACE Programs Activities Update

- Staff presented delinquencies for each Fiscal Year, from current back to 2013/2014; the Committee recommended advancing funds in order to defer delinquencies and to assign collection rights to a 3rd party.

Public Service Fellowship Activities Update

- A second Fellowship round launched earlier this year; Fellows are currently working among member agencies on a broad range of projects spanning from grant writing to general plan updates.
- The Committee expressed support of the Program's achievements, the work produced by Fellows, and indicated a strong desire to continue matching Fellows with member agencies.

1st Quarter Draft Budget amendment

- A proposed amendment of $1.8M was presented to reflect a reduction in CA HERO revenue.
- There is a reduction in Local Transportation Fund (LTF) revenue of $99,000 due to final calculations compared to estimates that were included in the approved budget.

Total Compensation Study Proposal

- The Committee approved staff to hire a consultant to perform a benefits and salary study.

Agency Visioning Session on October 12, 2017

- WRCOG's visioning session resulted in the creation of a framework to analyze potential new initiatives for WRCOG involvement including assessing each new idea based on cost / benefit, amount of resources available and whether other organizations are already involved on the issue.
- Potential new ideas discussed at the meeting for WRCOG to consider included economic development and regional branding, water, communications and homelessness, among others.

Western Riverside Council of Governments
Planning Directors Committee Meeting Recap
October 12, 2017

Senate Bill 1 – Climate Adaptation Grant Application

- WRCOG and SBCTA are preparing a joint application for climate adaptation funding through SB 1.
- The proposed project will build from WRCOG's Vulnerability Assessment, prepared with the Subregional CAP, and support development of local Emergency Evacuation Plans and Maps that will account for current roadway infrastructure and address the specific needs of disadvantaged communities in addition to a Transportation Infrastructure Resiliency Guidebook.
- The proposal also calls for developing adaptation and resiliency plan template language, which will aid jurisdictions in complying with SB 379.
- SB 379 requires that any jurisdiction updating its Local Hazard Mitigation Plan (LHMP) after January 1, 2017 must include adaptation and resiliency planning in the Safety Element of the General Plan; all jurisdictions must meet this requirement by January 1, 2022.

Regional Housing Needs Assessment (RHNA)

- The Southern California Association of Governments (SCAG) is preparing for the next RHNA cycle, which projects future housing need and informs local housing element processes.
- SCAG staff provided an overview of the purpose and goals of RHNA and the methodologies used in past rounds.
- Input from local jurisdictions on projected population and housing numbers is critical to the process as SCAG works with state agencies to finalized anticipated growth data.
- To offset the potential constraints on jurisdictional staff time, SCAG is also making interns available to perform work in member agencies for up to two weeks – WRCOG is available to assist with review.
- The RHNA will be developed concurrently with the RTP/SCS utilizing the same outreach process

Local Input Process for the SCAG 2020 Regional Transportation Plan / Sustainable Communities Strategy (RTP/SCS)

- SCAG Staff provided an overview of the planned "bottom-up local input and envisioning process" for planning and preparing for both the RTP/SCS and RHNA.
- The process involves four phases: (1) regular technical consultation; (2) one-on-one outreach and local input on planned growth; (3) regional collaboration on portions of the SCS; and (4) engagement with the general public on potential options for the SCS.
- Recognizing the far reaching implications of the growth forecasts that will come out of this process and the strain on local resources to review these, WRCOG is exploring opportunities to support members through this process.

WRCOG Grant Writing Assistance Program

- The Grant Writing Assistance Program is now live.
- The bench of grant writers are working to support some members with SB 1 Applications.
- Staff have begun sending bi-monthly emails with a regularly updated listing of upcoming grant opportunities, these listings are also available here, on WRCOG's website.

- Members are reminded that the Program operates on a first-come, first-served basis and, as such, are encouraged to submit an assistance Interest Form as soon as possible, so that staff can better ensure funding availability for assistance with grant opportunities that open later in the year.
- The interest form is optional, but recommended, while the Application for Assistance is required.

TUMF Calculation Handbook Update

- WRCOG has drafted an updated Fee Calculation Handbook to reflect the data in the 2016 TUMF Nexus Study which was adopted in July 2017.
- The updated handbook also includes an updated pass by ratio for gas stations, which staff have found are often miscalculated.
- The Handbook is anticipated to be brought back to PDC and other technical advisory committees for consideration in November and approved by the Executive Committee in December.

Western Riverside Council of Governments
Technical Advisory Committee Meeting Recap
October 19, 2017

Western Community Energy Activities Update

- Template JPA and Bylaws are available for the Community Choice Aggregation (CCA) Program WRCOG is developing. The entity will be called "Western Community Energy."
- WRCOG is coordinating educational meetings and presentations to members on what a CCA is and how jurisdictions can join "Western Community Energy." Staff would like for 4-5 jurisdictions to initially launch the program; other jurisdictions can join after that at any time.
- The CCA consultants, The Energy Authority and EES Consulting, are finalizing the implementation process for Western Community Energy, and WRCOG remains diligent in monitoring the PCIA or "exit fee" discussion with Southern California Edison to ensure sustainability for the CCA model.
- Staff will develop an easy-to-understand paper on the Power Charge Indifference Adjustment (PCIA) for members. The PCIA is also typically referred to as an "exit fee" and allows for the independent utility operators (such as SCE) to recoup costs that result when customers leave the utility to have their energy supplied by a CCA. Members expressed concern that if the PCIA is too high it could impact project CCA cost savings.

Public Service Fellowship Activities Update

- Due to success with the pilot (eight graduates are employed locally in Riverside County), a second Fellowship round launched earlier this year and Fellows are currently working among member agencies on a broad range of projects spanning from grant writing to general plan updates.
- The Technical Advisory Committee expressed support of the program's achievements, the work produced by Fellows, and indicated a strong desire to continue matching Fellows with member agencies.

Regional Housing Needs Assessment (RHNA)

- The Southern California Association of Governments (SCAG) is preparing for the next RHNA cycle, which projects future housing need and informs local housing element processes.
- Input from local jurisdictions on projected population and housing numbers is critical to the process as SCAG works with state agencies to finalized anticipated growth data – WRCOG is available to assist with review.

Regional Stormwater Permit Update

- Riverside County Flood Control & Water Conservation District staff provided an update on the NPDES MS4 Permit process and mandates for stormwater management and water quality protections.
- Jurisdictions are encouraged to review their compliance with the Permit and work with the regional Water Boards to address new regulations for trash management and water quality. WRCOG continues to work with Riverside County Flood Control and others to examine the feasibility of developing a regional program that would offer the ability for new development to participate in a regional mitigation rather than site specific mitigation.

Regional Streetlight Program Activities Update

- Eleven member jurisdictions are confirmed to acquire streetlights from Southern California Edison (SCE).

- WRCOG released an RFQ to solicit suppliers interested in retrofitting jurisdiction-owned streetlights to LED technology to determine the most effective products for this transition in the subregion.
- WRCOG has also contracted with a consultant to perform retrofitting of the streetlight lamps to LED and to perform ongoing maintenance. WRCOG will administer the consultant contract.

Agency Visioning Session on October 12, 2017

- WRCOG's visioning session resulted in the creation of a framework to analyze potential new initiatives for WRCOG involvement including assessing each new idea based on cost/ benefit, amount of resources available and whether other organizations are already involved on the issue.
- Potential new ideas discussed at the meeting for WRCOG to consider included economic development and regional branding, water, communications and homelessness, among others.

Western Riverside Council of Governments
Finance Director's Committee Meeting Recap
October 26, 2017

Regional Streetlight Program

- Regionally, this Program will provide members with Operation & Maintenance services, LED retrofit, Administrative support and have an overall estimated savings of $51 million over 20 years for all 11 members.
- Anthony Segura, WRCOG staff, and Laura Franke, PFM staff, provided an on the 11 member jurisdictions currently in the acquisition process of SCE-owed streetlights, and informed the committee on the status of the draft Financing documents in coordination with Banc of America.
- Staff have met with the 11 members to discuss cash flow models and to receive comment / input on the draft financing documents that will be submitted to Banc of America for finalization.

Fiscal Year 2016/2017 Financial Statements

- Representatives from the auditing firm of Rogers, Anderson, Malody, & Scott., (RAMS) LLP presented WRCOG's Fiscal Year 2016/2017 financial statements.
- RAMS indicated that there would be no findings for FY 2016/2017. The financial statements will officially be released on October 31, 2017, which will be incorporated into WRCOG's Comprehensive Annual Financial Report (CAFR).

Financial Markets and the Economy

- WRCOG's Chief Financial Officer (CFO), Ernie Reyna, introduced Dan Banis, EVP and Head of CitizensTrust, and Donald Evenson, Chief Investment Officer of CitizensTrust.
- CitizensTrust gave an overview of the current economy and the financial markets, including recent metrics on the U.S. economy, unemployment rate, and the S&P 500 Index.

Office Move Announcement

- Tnext quarterly meeting of the Finance Director's Committee is scheduled for Thursday, January 25, 2018, and will be at 3390 University Avenue, Suite 450, in Riverside. This will be the location of WRCOG's new offices.

SB 1 Presentation for Next Meeting

- The Finance Director's Committee expressed an interest in hearing a presentation on Senate Bill 1 – The Road Repair and Accountability Act of 2017. Staff will be seeking someone to come out on January 25, 2018 to make that presentation.

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Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **Local Input Process for Southern California Association of Governments (SCAG) Planning Documents**

Contact: **Andrea Howard, Senior Analyst, (951) 955-8515, ahoward@wrcog.us**

Date: **November 6, 2017**

The purpose of this item *is to update the Committee on the local input process that will inform development of foundational elements of both the 2020 Regional Transportation Plan / Sustainable Communities Strategy (RTP/SCS) and 6th Cycle (2021-2029) Regional Housing Needs Assessment (RHNA).*

Requested Action:

1. Receive and file.

Regional Housing Needs Assessment (RHNA)

The RHNA is the state-mandated process to identify the total number of housing units (by affordability level) that each jurisdiction must accommodate in its Housing Element. The RHNA allows communities to anticipate growth, so that collectively the region can grow in ways that enhance quality of life, improve access to jobs, promote transportation mobility and address social equity and fair share housing needs. The current (5th cycle) RHNA planning period called for the development of 412,137 units, including 54,772 in WRCOG's eighteen member cities over the eight-year cycle. Attachment one provides additional information on the RHNA, how it is developed and the purpose it serves. For questions regarding the RHNA, contact Ma'Ayn Johnson, SCAG Housing & Land Use Planner, at johnson@scag.ca.gov or (213) 236-1975.

Regional Transportation Plan / Sustainable Communities Strategy (RTP/SCS)

The Regional Transportation Plan (RTP) is a long-range transportation plan that is developed and updated by SCAG every four years. The RTP provides a vision for transportation investments throughout the region. Using growth forecasts and economic trends that project out over a 20-year period, the RTP considers the role of transportation in the broader context of economic, environmental, and quality-of-life goals for the future, identifying regional transportation strategies to address our mobility needs.

Per SB 375, SCAG must also develop a Sustainable Communities Strategy (SCS) to integrate land use and transportation strategies that will achieve California Air Resources Board (ARB) greenhouse gas (GHG) emissions reduction targets. In regard to housing, the SCS must demonstrate on a regional level areas sufficient to house all the population of the region, including the eight-year projection of the RHNA. Both the RTP/SCS and RHNA have used the local input survey as the basis for future demographic projections, including household growth.

Local Input Process

SCAG will be engaging with local jurisdictions, subregional agencies, and other stakeholders to inform development of the growth forecasts and other foundational elements of both the RTP/SCS and RHNA. This collaborative process will entail four phases and will be concurrent with development of the RHNA 1) Regular Technical Consultation; 2) One-on-One Outreach and Local Input on Planned Growth; 3) Regional Collaboration on Sustainable Communities Scenario Development; and 4) engagement with the General Public on Potential Options for the SCS. Phase two (One-on-One Outreach and Local Input) will rely heavily on local jurisdictions providing SCAG staff with local information. To offset the burden to staff time of this process, SCAG is making interns available to work in member agencies for up to two weeks. Attachment two to this report provides additional information regarding the local input and envisioning process. For questions regarding the local input process, contact Kimberly Clark, SCAG Regional Planner Specialist, at clark@scag.ca.gov or (213) 236-1844.

WRCOG staff and consultants are also available to assist member jurisdictions with data review and participation in the local input process, as requested.

Prior Actions:

October 19, 2017: The Technical Advisory Committee received and filed.
October 12, 2017: The Planning Directors Committee received and filed.

Fiscal Impact:

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

Attachments:

1. RHNA Factsheet
2. Local Input Factsheet

Item 4.O

Local Input Process for Southern California Association of Governments (SCAG) Planning Documents

Attachment 1

RHNA Factsheet

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INNOVATING FOR A BETTER TOMORROW

REGIONAL HOUSING NEEDS ASSESSMENT [RHNA]

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

FREQUENTLY ASKED QUESTIONS

WHAT IS RHNA? HOW DOES RHNA AFFECT MY JURISDICTION'S GENERAL PLAN?

The Regional Housing Needs Assessment (RHNA) is a representation of future housing need for all income levels of a jurisdiction (city or unincorporated county) and is a requirement of California State housing law. Every jurisdiction must plan for its RHNA allocation in its housing element of its General Plan. Many jurisdictions use the housing element as an opportunity to complement their economic development, open space, and sustainability goals with its housing goals. Once updated, housing elements are reviewed by the California Department of Housing and Community Development (HCD) and must be adopted by the jurisdiction.

HOW WILL IT AFFECT CALIFORNIA'S HOUSING CRISIS?

The goal of RHNA is to ensure that there is an adequate supply of housing for all income levels throughout our communities. The State of California has a serious shortage of housing, which impacts the number of homes available and affordability levels. Not only are lower income families being priced out of many housing markets, but an alarming number of middle income families are being priced out as well. This crisis has far reaching effects ranging from company relocations and employment losses to fewer dollars spent on basic needs to increased traffic due to longer commutes. While the RHNA allocation represents the minimum need, it is an important step in planning for a better economy and quality of life in our communities.

WHAT IS THE RELATIONSHIP BETWEEN RHNA AND THE RTP/SCS?

The Regional Transportation Plan (RTP) is a federally required long-range transportation plan prepared by a metropolitan planning organization (MPO) such as SCAG and is updated every four years, and includes projections of population, household, and employment growth and travel demand, along with a specific list of proposed projects to be funded. Per California Senate Bill 375 (SB 375), SCAG must also develop a Sustainable Communities Strategy (SCS) to integrate land use and transportation strategies that will achieve California Air Resources Board (ARB) greenhouse gas emissions reduction targets. In regard to housing, the SCS must demonstrate on a regional level areas sufficient to house all the population of the region, including the eight-year projection of the RHNA. Both the RTP/SCS and RHNA have used the local input survey as the basis for future demographic projections, including household growth.

SCAG REGION HOUSING FACTS

- Data indicates that more than half of Southern California's renters spend more than 30% of their monthly income on housing
- By 2035, Southern California's population is projected to grow by 4 million people
- California's homeownership rate in 2010 was the third lowest in the nation at 56%, while Southern California's homeownership rate was even lower at 54%

RHNA PLANNING CYCLE 8-YEAR

RHNA ALLOCATION SOURCES

- Local Input & Surveys
- US Census
- American Community Survey

412,137

HOUSING UNITS ALLOCATED IN THE SCAG REGION FOR THE 2012 RHNA

SCAG
INNOVATING FOR A BETTER TOMORROW

REGIONAL HOUSING NEEDS ASSESSMENT [RHNA]

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

FREQUENTLY ASKED QUESTIONS *(CONTINUED)*

HOW CAN I BECOME MORE INVOLVED IN THE RHNA PROCESS?

SCAG staff will begin reach out to local planning departments, subregional organizations, and other stakeholders to start the local input survey process in Fall 2017. Additionally, there will be multiple opportunities to provide verbal and written comment and input, such as at public meetings and workshops. SCAG staff is also available to answer questions or meet with you by request.

WILL MY JURISDICTION BE PENALIZED IF WE DON'T BUILD ENOUGH HOUSING?

No. Cities and counties are required to plan for future housing need in their respective housing elements but are not penalized if the housing units are not built. State housing law requires that jurisdictions cannot set up unnecessary barriers to the housing approval process. However, cities and counties continue to retain local land use decisionmaking power and determine where future growth will occur as reflected in their housing elements.

IMPORTANT DATES

CURRENT RHNA PLANNING CYCLE (5TH)
2013 OCT to 2021 OCT

START OF 2020 RHNA
2017 Fall

LATEST 2020 RHNA ADOPTION DATE
2020 OCT*

NEXT RHNA PLANNING CYCLE (6TH)
2021 OCT to 2029 OCT*

**These dates will be finalized by Summer 2018*

CONTACT US

For additional resources on RHNA and SCAG's housing program, please visit: www.scag.ca.gov/housing or contact Ma'Ayn Johnson at johnson@scag.ca.gov.

Item 4.O

Local Input Process for Southern California Association of Governments (SCAG) Planning Documents

Attachment 2

Local Input Factsheet

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THE **2020** REGIONAL TRANSPORTATION PLAN/ SUSTAINABLE COMMUNITIES STRATEGY

LOCAL INPUT & ENVISIONING PROCESS

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

Beginning in late October 2017, the Southern California Association of Governments will be seeking local input and data from member jurisdictions to prepare for two major initiatives: The Regional Housing Needs Assessment (RHNA) and the 2020 Regional Transportation Plan/Sustainable Communities Strategy (2020 RTP/SCS). Both initiatives utilize the most current data from local jurisdictions for determining future demographic projections, including household growth.

SCAG will be soliciting input in the form of a survey and an interactive mapping tool. This bottom-up approach ensures that local jurisdictions are actively involved in the development of these plans and that the data is accurate.

HOW WILL SCAG COLLECT LOCAL INPUT?

Beginning in October, SCAG will provide each city with the following:

1. LOCAL INPUT SURVEY

This survey collects information from local jurisdictions related to local land use, transportation, natural lands, environmental planning and more. The information will be used to assess how well the region has been in implementing policies that will reduce greenhouse gas emissions, support transit, etc.

2. SPM DATA MANAGEMENT TOOL

Each city will be provided a link to the Scenario Planning Model (SPM) Data Management Tool, an interactive online mapping tool utilized by SCAG to develop a regional picture of local land use. Each city will have an opportunity to review their jurisdiction's map data and provide edits as needed. The information will help SCAG assess local land use strategies as well as project future development patterns. A separate **GIS MAP BOOK** will also be provided to each local jurisdiction for reference as part of this process. More information on the SPM Data Management Tool is available online: http://sp.scag.ca.gov/Pages/HomePage.aspx

WHAT IS THE REGIONAL HOUSING NEEDS ASSESSMENT?

Under California law, SCAG and other regional councils of government in the state are required to determine projected housing needs for persons at all income levels. This process allows communities to anticipate growth, so that collectively the region can grow in ways that enhance quality of life, improve access to jobs, promote transportation mobility and address social equity and fair share housing needs. SCAG utilizes the data/input provided by each local jurisdiction to assess future housing needs for the RHNA.

WHAT IS THE REGIONAL TRANSPORTATION PLAN/SUSTAINABLE COMMUNITIES STRATEGY?

The RTP/SCS, is a collective vision for the region's future, balancing mobility and housing needs with economic, environmental and public health goals. The RTP/SCS is an important planning document for the region, allowing transportation project sponsors to qualify for federal funding. In addition, the plan promotes smarter growth, using integrated transportation and land use strategies that will help the region achieve state-mandated greenhouse gas emission reduction goals and federal Clean Air Act requirements. For the RTP/SCS, local data will assess how well the region is moving forward on implementing policies that reduce greenhouse gas emissions, as well as determine future mobility, environmental and economic challenges based on current development patterns.

THE **2020** REGIONAL TRANSPORTATION PLAN/
SUSTAINABLE COMMUNITIES STRATEGY

LOCAL INPUT & ENVISIONING PROCESS

HOW DO I LEARN MORE?

LOCAL INPUT OVERVIEW AT SCAG TOOLBOX TUESDAY, OCT. 31

SCAG is using its monthly Toolbox Tuesday workshop to provide an overview of the Local Input & Envisioning Process. This workshop will be held on Tuesday, Oct. 31, from 10:00 a.m.- 12:00 p.m. It is designed for staff from local jurisdictions and will provide an overview of the base information that will undergo review from cities, towns and counties; instructions on using SCAG's Scenario Planning Model Data Management Tool; support for local jurisdictions; and opportunities to get involved in collaborative scenario planning that will be underway later. Participants can attend in person, at SCAG's video conferencing sites, or remotely. To register, please visit https://scag.wufoo.com/forms/toolbox-tuesdays/

SPM DATA MANAGEMENT TOOL TRAININGS

SCAG will be releasing the Scenario Planning Model (SPM) Data Management Tool in November 2017. To assist cities in using the tool, SCAG will be providing the following training opportunities throughout the region.

SPM DATA MANAGEMENT TOOL TRAINING SCHEDULE

TRAINING	DATE	TIME	LOCATION
Imperial	Oct. 17	9:00 a.m. – 10:30 a.m. or 11:00 a.m. – 12:30 p.m.	Imperial County Office of Education 1398 Sperber Rd., El Centro, CA 92243
San Bernardino/ Western Riverside	Oct. 24	9:00 a.m. – 10:30 a.m. or 11:00 a.m. – 12:30 p.m.	Fontana Lewis Library 8437 Sierra Ave., Fontana, CA 92335
Coachella	Oct. 25	10:00 a.m. – 11:30 a.m. or 1:30 p.m. – 3:00 p.m.	CSUSB, Palm Desert 37500 Cook St., Palm Desert, CA 92211
Ventura	Nov. 8	9:00 a.m. – 10:30 a.m. or 3:00 p.m. – 4:30 p.m.	Sierra Hall 1212 Computer Lab CSU, Channel Islands 1 University Dr., Camarillo, CA 93012
Orange	Nov. 14 Nov. 15	10:00 a.m. – 11:30 a.m. or 1:30 p.m. – 3:00 p.m.	County of Orange 300 N. Flower, Santa Ana, CA 92703
Los Angeles South	Nov. 1	10:00 a.m. – 11:30 a.m. or 1:30 p.m. – 3:00 p.m.	South Bay Workforce Investment Board Inglewood One-Stop Center 110 South La Brea Ave., Inglewood, CA 90301
Los Angeles	Nov. 6	10:00 a.m. – 11:30 a.m. or 1:30 p.m. – 3:00 p.m.	SCAG Main Office 818 West 7th St., 12th Floor, Los Angeles, CA 90017

The SPM Data Management Tool trainings are open to staff members from local jurisdictions. To register, please visit https://scag.wufoo.com/forms/spm-data-management-tool-training/

CONTACT US

For more information, please email SCAG staff at rtpscs@scag.ca.gov

Southern California Association of Governments | 818 West 7th Street, 12th Floor, Los Angeles, CA 90017 | (213) 236-1800 | www.scag.ca.gov

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Item 4.P

Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **Grant Writing Assistance Program**

Contact: **Christopher Tzeng, Program Manager, tzeng@wrcog.us, (951) 955-8379**

Date: **November 6, 2017**

The purpose of this item is to *provide an update on WRCOG's Grant Writing Assistance Program aimed to provide direct assistance to its member jurisdictions.*

Requested Action:

1. Receive and file.

WRCOG has commenced the Grant Writing Assistance Program to assist its member jurisdictions in grant writing. WRCOG has funds to assist and this Program assists member jurisdictions on an as-needed basis as funding is available. The Program Guidelines have been approved, certain steps have been established for member jurisdictions to take in order to request assistance, and an additional benefit has been provided for member jurisdictions.

Grant Writing Assistance Program Overview

WRCOG secured a bench of consultants to help jurisdictions prepare grant applications in five program areas (Active Transportation; Caltrans Sustainable Transportation and Adaptation Planning; Affordable Housing and Sustainable Communities; electric vehicle and alternative fuel readiness or funding related to Clean Cities activities; and any new planning grant opportunities). The pilot Program aims to strengthen the region's overall competitiveness for statewide funding and to provide needed supplemental support to jurisdictions prevented from seeking grant funds due to limited capacity and/or resources. WRCOG has allocated $200,000 toward this pilot Program. Assistance will be provided on a first-come, first-served basis. Please refer to the Guidelines for more information on Program logistics, provided as Attachment 1, and available online at: http://www.wrcog.us/266/Grant-Writing-Assistance.

Assistance Provided To-Date

In October, the Program began assisting the Cities of Banning and Lake Elsinore on grant applications. The City of Banning is seeking funds for their Clean Natural Gas fuel facility expansion. The City of Lake Elsinore is seeking funds for a city-wide Active Transportation Plan, to go along with their planned Go Human Demonstration Project they will be conducting through SCAG in the spring of 2018.

The Cities of Hemet and Norco submitted an interest form for grant opportunities that are still pending. The City of Hemet is interested in grant opportunities that will enhance its Mobility Hub – specifically infrastructure and housing funds to enhance the area around the planned Mobility Hub. The City of Norco is interested in active transportation opportunities to enhance its trails system.

Steps to Request Assistance

To receive assistance, member agencies must submit an Application (Attachment 2). In order to ensure funds for this Program are utilized effectively and efficiently, the Application is meant to provide information on how the project will generate a competitive application. The Application is also to ensure the member agency reviews the minimum expectations for agency staff, as the consultant will need a small amount of assistance in getting the application commenced. Once the Application is submitted to WRCOG, it will be reviewed within seven calendar days and WRCOG staff will determine whether the request meets the Guidelines. If met, WRCOG will work with the applicant to select a proper consultant from the bench.

Recognizing grants eligible for assistance have varying grant cycles, while the Program operates on a "first-come-first-served" basis, WRCOG also welcomes member agencies to submit a Notice of Interest (Attachment 3). The Notice of Interest, not required but strongly recommended, will make WRCOG staff aware of the jurisdiction's intention to submit an Application when or before the grant opens and will help WRCOG better ensure that interested jurisdictions receive assistance with at least one application.

Grant Opportunities Summary Table

In addition to the grant writing assistance, WRCOG will provide regular updates on various grant opportunities that may be of interest to jurisdictions with the goal of returning as much grant funding to member agencies as possible. In the first Grant Opportunities Summary, provided as Attachment 4, there are two tables: Table 1 provides possible grant opportunities that WRCOG may be able to assist member agencies with grant writing; and Table 2 provides additional opportunities for agencies that cannot be facilitated by WRCOG, but might be of interest. The grant opportunities also have a "Level of Difficulty" to provide an indication of the level of support needed to develop applications. Lastly, "Success Rates" have been included to provide the number of applications awarded in relation to the number of applications submitted.

Prior Action:

September 11, 2017: The Executive Committee approved Grant Writing Assistance Program Guidelines.

Fiscal Impact:

This item is included in the Agency's adopted Fiscal Year 2016/2017 Budget under the Transportation Department.

Attachments:

1. Grant Writing Assistance Program Guidelines.
2. Grant Writing Assistance Application.
3. Grant Writing Assistance Interest Form.
4. Grant Opportunities Summary Table – 10/27/17.

Item 4.P

Grant Writing Assistance Program

Attachment 1

Grant Writing Assistance Program Guidelines

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WRCOG Grant Writing Assistance Program Guidelines

Program Overview: The WRCOG Grant Writing Assistance Program (Program), launched in September 2017, is designed to assist members in preparing proposals for grant opportunities. WRCOG allocated funding for an initial pilot of the Grant Writing Assistance Program for its members. To provide a Program that best assists WRCOG members, WRCOG staff convened a Focus Group of member agency staff to provide feedback on Program specifics and develop Program Guidelines, which were approved by the WRCOG Executive Committee on September 11, 2017.

Grant Writing Consultants: WRCOG released a Request for Proposals (RFP) in March 2017 for consultants to serve on a "bench" to provide grant writing assistance to WRCOG member agencies. The bench of consultants is available to members on a first-come, first-served basis when funding opportunities for the selected grants become available. The consultants will assist members with the grant application process only, not with subsequent award management or project implementation. The following consultants were selected to assist our member agencies with grant preparation:

- Alta Planning + Design
- Blais & Associates
- KTUA
- National Community Renaissance
- WSP

Program Contact:
Christopher Tzeng
Program Manager, Transportation
Phone: (951) 955-8379
Email: ctzeng@wrcog.us
Website: http://www.wrcog.us/266/Grant-Writing-Assistance

Program Guidelines: The Guidelines define the parameters of the Program, including the following items:

1. Eligible grants;
2. Expectation of member agencies accepting assistance;
3. Linkage to other WRCOG programs;
4. Screening process; and
5. Process to request grant writing assistance.

#1 - Eligible grants: For this pilot, the Program focuses on a few select grant opportunities. Eligible grants are as follows:

- Active Transportation Program
- Caltrans Sustainable Transportation Planning Grant Program (Transportation Planning Grants & Adaptation Planning Grants)
- Affordable Housing and Sustainable Communities Program
- Clean Cities related grants
- New planning grant opportunities

To maintain flexibility with the Program, "new planning grant opportunities" are included so that other grant opportunities related to planning may be considered. This category enables members to request assistance if any grant opportunities that focus on planning grants become available – such as those that help fund General Plans, Specific Plans, or Community Plans.

Ineligible Grants: The Program is ***not*** *intended to assist infrastructure grant opportunities, i.e., TIGER, HSIP, FASTLANE, etc.*

Assistance with Clean Cities grants is available for WRCOG Clean Cities Coalition members only. Assistance is available for grant opportunities related to Clean Cities activities, such as electric vehicle charging stations and city / county fleet purchasing. Funding for assistance with these grants will be allocated from Coalition funds. WRCOG administers the Coalition on behalf of participating member agencies which pay specific Coalition dues. This Program can increase the Coalition's effectiveness by assisting Coalition members attain grant funding.

#2 - Expectation of member agency accepting assistance: WRCOG member agencies must submit a formal request using the Application for Grant Writing Assistance form to WRCOG. WRCOG will only authorize a consultant to provide assistance if a WRCOG member agency submits an Application to WRCOG for the eligible grant opportunities listed above.

In order for the Program to run effectively and utilize funds efficiently, the member agency accepting grant writing assistance must agree to the following:

- Define project parameters and provide consultant a basic project description
- Dedicate sufficient resources:
  - Obtain all necessary material on the information checklist provided by the consultant
  - Attend kick-off meeting to ensure consultant has needed information to prepare grant application
  - Respond to inquiries from the consultant in a timely manner
- Be the responsible party for grant submittal, including signatory on application and actual submittal of the application

It is expected that once the member agency is awarded the assistance for a grant application, and the consultant is selected to assist, all parties will participate in a kick-off meeting to discuss the proposal and share necessary information to begin work on the grant application. The consultant will prepare the grant application and all necessary exhibits, tables, etc., for review by the member agency staff. The member agency will then provide comments to be addressed by the consultant, and the consultant will then revise the application based on comments provided. Finally, the consultant will provide the member agency staff with a final draft for review and submittal.

#3 - Linkage to other WRCOG programs: To qualify for assistance through the Program, projects must meet the following specific criteria. First, grant proposals receiving assistance must show a nexus to the core components of WRCOG's Economic Development and Sustainability Framework (Framework). The Economic Development and Sustainability Framework is a foundational document for planning in Western Riverside County consisting of six core components adopted by the Executive Committee. In addition, grant proposals must also demonstrate a nexus to a regionally significant plan, such as WRCOG's Subregional Climate Action Plan, the Western Riverside County Active Transportation Plan, and/or the RCTC Long-Range Plan. Lastly, a grant proposal is preferred to be multi-jurisdictional, but is not mandatory – this is to align with many grant opportunities that favor larger, regional projects.

#4 - Process to request grant writing assistance:

1. Member agency submits an Application, formally requesting grant writing assistance with a specific grant. WRCOG will leave it to the discretion of the member agency how this request is made, whether it is through the elected body, WRCOG representative, or other party to act on behalf of the City. WRCOG will assume that if it receives a request for assistance from a member agency representative, that representative is authorized to act on behalf of the member agency.
    a. WRCOG prepared a Grant Writing Assistance Interest Form (Interest Form), to enable jurisdictions to indicate potential interest in receiving support for a specified grant funding category/categories, tentatively reserving a place in line for grant writing assistance. This is in lieu of the varying time tables for each grant opportunity and the first-come first-served nature of the assistance.
    b. An Interest Form is not required, but recommended for those wishing to apply for assistance with grant opportunities which become available later in the Program cycle.
2. WRCOG staff will review the applications within seven calendar days and determine whether the request meets the guidelines, as noted below.
3. If the Application meets the criteria set in these Guidelines, WRCOG will work with the applicant to select a proper consultant from the list of pre-approved consultants.
4. Kick-off meeting will be held with agency and consultant.

#5 - Screening process: In order to ensure funds for the Program are utilized effectively and efficiently, an Application must be submitted to WRCOG for review. Upon receipt the Application will be reviewed to ensure Program criteria, as outlined above, are met, demonstrating a nexus to the Framework as well as a regionally significant plan, and the project will generate a competitive application, as assessed by such factors as being multi-jurisdictional. WRCOG and consultants will also confirm, based on timing of Application receipt, whether there is sufficient time to develop a competitive grant application.

The criteria set in these Guidelines, serve as basic standards for proposals to be evaluated. The selection of proposals for grant writing assistance will be at the discretion of WRCOG based on available funding, and WRCOG reserves the right to decide which proposals receive grant writing assistance.

Tentatively, no member will receive assistance on more than two grants. This is a soft limit as it will be based on the number of applications received.

Nothing in this Program will be construed as limiting member agencies from hiring other consultants to prepare grants on their behalf.

Item 4.P

Grant Writing Assistance Program

Attachment 2

Grant Writing Assistance Application

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WRCOG Grant Writing Assistance Application

WRCOG Member Agency: ☐

Agency staff contact information (consultant will contact this person to coordinate application)

Name: ☐

Phone: ☐

Email: ☐

Grant program applying for (check one box per Application):

- ☐ Active Transportation Program
- ☐ Caltrans Sustainable Transportation Planning Grant Program
- ☐ Affordable Housing and Sustainable Communities Program
- ☐ Clean Cities related (electric vehicle, alternative fuels, etc.)
- ☐ New planning grant opportunities

Total amount requesting from Grant Program: ☐

Brief project description (200 words max):

☐

Is the proposed project multi-jurisdictional? ☐ Yes ☐ No

To be eligible for assistance, applicants must be able to help the consultant gather basic information for the application. Please check the boxes below to confirm applicant agency's ability to fulfill some of the potential requirements:

- ☐ Participate in a kick-off meeting. To include defining project parameters and providing consultant with a basic project description.
- ☐ Obtain all necessary material on the information checklist to be provided by the consultant. For example: provide internal data and information as required by the grant application.
- ☐ Respond to inquiries from the consultant in a timely manner.
- ☐ Be responsible for grant submittal, including application signature and physical submittal.

Please return completed Application as soon as possible to ctzeng@wrcog.us. WRCOG and Consultants will use discretion to determine if there is sufficient time to prepare a competitive grant application, based on when the Application is received.

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Item 4.P

Grant Writing Assistance Program

Attachment 3

Grant Writing Assistance Interest Form

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Grant Writing Assistance Program Interest Form

Return this form to ctzeng@wrcog.us or complete an **online form** as soon as possible.

- The funds available to support this pilot round of the Grant Writing Assistance Program (Program) will be distributed on a first-come first-served basis.
- The grants eligible for assistance have varying timetables throughout the year.
- To ensure equitable distribution of assistance, complete the below table to indicate potential interest in receiving support for a specified grant funding category/categories, tentatively reserving your agency's place in line for grant writing assistance.
- In the table below, please check up to two grant areas your agency might be interested in applying for assistance through the Program. If selecting two, please rank your order of preference for assistance by checking the appropriate box.
- WRCOG staff will use the form to assign the most equitable distribution of resources possible.
- Please note: Not submitting this form will NOT preclude your agency from requesting grant writing assistance later. And, submitting the form will NOT guarantee assistance.
- A Grant Writing Assistance Application (Application) will be required, with as much advance notice of the due date as possible. Consultants will use discretion to determine if there is sufficient time to prepare a competitive grant application, based on when the Application is received.
- For more information, please refer to the Program Guidelines.

Agency: ☐

Contact Name: ☐

Contact email: ☐

Contact Phone: ☐

Grant Writing Assistance Interest			
Grant Area	**Due Date**	**First Priority**	**Second Priority**
Caltrans: Sustainable Transportation Planning Grant and Adaptation Planning Grant	Due October 20, 2017	☐	☐
Active Transportation Program – California Transportation Commission	NOFA expected Spring 2018	☐	☐
Affordable Housing Sustainable Communities	NOFA expected October 2, 2017	☐	☐
Clean Cities Related Grants	Varying	☐	☐
New Planning Grant Opportunities	Varying	☐	☐

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Item 4.P
Grant Writing Assistance Program

Attachment 4
Grant Opportunities Summary Table
10/27/17

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Western Riverside Council of Governments
Grant Opportunities and Forecast
October 27, 2017
(New is noted for grants added in the past 14 days)

The grant opportunities beginning on the next page are part of WRCOG's emphasis to return as much grant funding to member agencies as possible. To that end, WRCOG may be able to assist member agencies with grant writing for the grant programs listed in Table 1. Please also see Table 2 for additional opportunities for your agency that cannot be facilitated by WRCOG, but might be of interest.

To help clarify the level of effort needed to develop the proposals, we have created a key for ready reference.*

Key: Level of Difficulty (LOD)	
Simple	A simple level of difficulty indicates an application that may take 8 hours or less to develop, and can likely be accomplished "in-house" with minimal effort/allocation of internal resources.
Medium	A medium level of difficulty indicates an application process that will take a more substantial allocation of internal resources to accomplish, and might possibly require outside assistance (20-70 hours to develop application).
Complex	A complex level of difficulty indicates a VERY competitive opportunity, with a small success rate and intensive grant-development and positioning.

Additionally, we have included the "Success Rates" for each opportunity (if known). This statistic is indicated in **blue** in the "Notes" column, and provides the number of applications awarded in relation to the number of applications submitted (if known).*

*These keys are not listed for "On the Horizon/NOFAs Not Released" section of Table 2.

Please contact Chris Tzeng, WRCOG Program Manager, at (951) 955-8379 for more information about grant writing assistance.

TABLE 1 **Grant opportunities that *may* be eligible for WRCOG-assisted grant writing**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Notes**
The grants that might be eligible for WRCOG grant-writing assistance are:							
1	Possibly June 2018 Transportation Improvements	**Active Transportation Program.** To increase the proportion of trips accomplished by biking and walking, and provide a broad spectrum of projects to benefit many types of active transportation users. Eligible Project Types in the Last Round (subject to change): • Community-wide bicycle, pedestrian, Safe Routes to School, or active transportation plans in disadvantaged communities. • Bikeways and walkways that improve mobility, access, or safety for non-motorized users. • Improvements to existing bikeways and walkways. • Elimination of hazardous conditions on existing bikeways and walkways. • Installation of traffic control devices to improve the safety of pedestrians and bicyclists. • Safe Routes to School projects that improve the safety of children walking and bicycling to school. • Secure bicycle parking at employment centers, park and ride lots, rail and transit stations, and ferry docks and landings for the benefit of the public. • Recreational trails and trailheads, park projects that facilitate trail linkages or connectivity to non-motorized corridors, and conversion of abandoned railroad corridors to trails.	California Transportation Commission	State	$240 million	Not required.	http://www.catc.ca.gov/programs/ATP.htm **Success Rate:** 11% 456 applications received; 50 applications funded at State level. **LOD: Medium**

TABLE 1 **Grant opportunities that *may* be eligible for WRCOG-assisted grant writing**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Notes**
2A	Spring 2018 Planning	**SB 1 Sustainable Transportation Planning Grant Program.** To develop **local plans** that encourage sustainable infrastructure improvements to reduce GHG, Vehicle Miles Traveled, and increase safety, and/or provide access to Public Transit. Expected Eligible Project Types (not limited to these): • Studies, plans or planning mechanisms that advance a community's effort to reduce single occupancy vehicle trips and transportation related GHG through strategies including advancing mode shift, demand management, travel cost, operational efficiency, accessibility, and coordination with future employment and residential land use. • Studies, plans or planning mechanisms that assist transportation agencies in creating sustainable communities and transit oriented development. • Community to school studies or Safe Routes to School plans. • Studies, plans or planning mechanisms that advance a community's effort to address the impacts of climate change and sea level rise. • Studies that promote greater access between affordable housing and job centers. • Context-sensitive streetscapes or town center plans • Complete streets plans. • Active transportation plans, including bicycle, pedestrian and trail master plans. • Bike and pedestrian plans with a safety enhancement focus, including Vision Zero plans. • Traffic calming and safety enhancement plans.	Caltrans	State	Minimum: $50,000 for DAC; $100,000 for All Others Maximum: $1,000,000	11.47%	http://www.dot.ca.gov/hq/tpp/grants.html Partnerships are highly encouraged **Success Rate:** N/A. This is a new program **LOD: Medium**

TABLE 1 **Grant opportunities that *may* be eligible for WRCOG-assisted grant writing**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Notes**

2B	Spring 2018
	
	Planning
		SB 1 Adaptation Planning Grant.
		For climate change adaptation planning. Example of plans:
		• Climate vulnerability assessments.
		• Extreme weather event evacuation planning.
		• Resilience planning.
		• Transportation infrastructure adaptation plans.
		• Natural and green infrastructure planning (e.g. wetlands restoration along transportation corridors to protect transportation infrastructure from flooding and storm impacts).
		• Integration of transportation adaptation planning considerations into existing plans, such as climate mitigation or adaptation plan, Local Coastal Program (LCP), Local Hazard Mitigation Plan (LHMP), General Plan or other related planning efforts.
		• Evaluation of or planning for other adaptation strategies, such as:
		    o Providing transit shelters with shade, water, or other means of cooling in locations expected to see temperature increases.
		    o Planning for distributed energy and storage to provide decentralized energy system for safeguarding against loss of power and impacts to electric vehicles due to climate-related grid disruptions.
			Caltrans	State	Minimum: $100,000
					
					Maximum: $1 million
						11.47%	http://www.dot.ca.gov/hq/tpp/grants.html
							
							Partnerships are highly encouraged
							
							Success Rate: N/A. This is a new program
							
							LOD: Medium

TABLE 1 **Grant opportunities that *may* be eligible for WRCOG-assisted grant writing**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Notes**
3	1/16/18 Housing	**Affordable Housing and Sustainable Communities.** To fund projects) that result in: the reduction of GHG emissions and vehicle miles traveled (VMT) and increased accessibility of housing, employment centers and key destinations through low-carbon transportation options such as walking, biking and transit. Eligible Capital Projects in Last Round (subject to change): • Affordable Housing Development (loan) (Bricks and Mortar). • Housing-Related Infrastructure (grant) (Required as Condition of Approval). • Sustainable Transportation Infrastructure (grant). • Transit, Bike Lanes, Sidewalks. • Transportation-Related Amenities (grant). • Bike Parking, Repair Kiosks, Urban Greening, Bus Shelters. Eligible Programs (3 Year Grants) in Last Round: • Active Transportation Programs. • Transit Ridership Programs. • Criteria Air Pollutant Reduction Programs. Project areas must include a **Qualifying Transit**, defined as a transit line serving the public that is operated by a public entity, or operated as a grant recipient from a public entity. All Project Areas MUST also include a Transit Station/Stop, which is served by at least one Qualifying Transit line departing 2 or more times during Peak Hours.	Strategic Growth Council	State	Maximum loan or grant or combination for Project Area is $20 million with a minimum award of at least $1 million for TOD Project Areas and at least $500,000 for ICP and RIPA Project Areas. Single Developer - $40 million.	Not required	http://sgc.ca.gov/Grant-Programs/AHSC-Program.html **Success Rate:** 29% 85 full applications received; 25 applications awarded. **LOD: Medium**

TABLE 2 For Information Purposes Only **Grants are not eligible for WRCOG grant writing assistance**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Website**
Grants that are not eligible for WRCOG grant writing assistance.							
1	Ongoing/ Reviewed quarterly Sports	**Baseball Tomorrow Fund.** • Grants are intended to provide funding for incremental programming and facilities for youth baseball and softball programs, not for normal operating expenses or as a substitute for existing funding or fundraising activities. • The funds may be used to finance a new program, expand or improve an existing program, undertake a new collaborative effort, or obtain facilities or equipment necessary for youth baseball or softball programs. • Grants are designed to be flexible to enable applicants to address needs unique to their communities.	Baseball Tomorrow Fund	Private	No maximum. Average award is $40,000	50%	www.baseballtomorrowfund.com **Success Rate:** 10% Approximately 400 applications are received annually; approximately 40 are funded. **LOD: Medium**
2	Deadline has expired but you may submit applications for future consideration GHG Reduction	**Volkswagen California Zero Emission Vehicle (ZEV) Investment Plan.** To support the growth of the Zero Emission Vehicle market; increase the availability of the ZEV infrastructure; increase awareness of ZEVs; and, increase access to ZEVs across California. https://www.arb.ca.gov/msprog/vw_info/vsi/vw-zevinvest/vw-zevinvest.htm	California Air Resource Board/ Electrify America	Private	Not identified.	Not required.	https://www.electrifyamerica.com/our-plan **Success Rate:** Unknown at this time. **LOD: Complex**

TABLE 2 For Information Purposes Only **Grants are not eligible for WRCOG grant writing assistance**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Website**
3	Rolling Deadline Transportation	**Accelerated Innovation Deployment (AID) Demonstration.** To accelerate the use of innovation in highway transportation projects. **NOTE:** Applications accepted on a rolling basis until funding is no longer available. Applicants should apply when the eligible project is ready to authorize within 12 months.	Federal Highway Administration	Federal	$1 million	20%	https://www.fhwa.dot.gov/innovation/grants/ **Success Rate:** Unknown at this time. **LOD: Medium**
4	Opened 09/01/17 Accepted first-come, first-served for one year. Economic Development	**CDBG Economic Development (ED) Over the Counter.** Funding to non-entitlement cities and counties. Projects consist of financial assistance to a single business or a large number of assisted businesses served by common infrastructure. The most common form of an OTC project is a single business with a single project where funds are provided as a loan from the jurisdiction/ grantee to and eligible borrower.	California Housing and Community Development	State	$10 million	Appears not required.	http://www.hcd.ca.gov/grants-funding/nofas.shtml#current **Success Rate:** Unknown at this time. **LOD: Medium**

TABLE 2 For Information Purposes Only **Grants are not eligible for WRCOG grant writing assistance**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Website**
5	10/18/17 Concept Proposal 11/30/17 Full Application Implementation of Neighborhood Level Plans	**Transformative Climate Communities Implementation.** For the implementation of neighborhood-level plans that include multiple, coordinated projects that reduce greenhouse gas emissions and achieve other community benefits. • A minimum of half of the funds shall be allocated in the City of Fresno. - $70 million. • A minimum of one-fourth of the funds shall be allocated in the City of Los Angeles - $35 million. • The remaining funds, $35 million, will be allocated in a third location to be determined competitively among eligible disadvantaged community areas, as identified in Appendix B of the guidelines.	Strategic Growth Council	State	$35 million	50%	http://sgc.ca.gov/Grant-Programs/Transformative-Climate-Communities-Program.html **Success Rate:** N/A. This is a new program. **LOD: Complex**
6	11/01/17 Cycle 2 Waste Tires	**Tire Derived Aggregate Grant Program.** To provide opportunities to divert waste tires from landfill disposal, prevent illegal tire dumping, and promote markets for recycled-content tire products.	CalRecycle	State	$350,000	Not required	http://www.calrecycle.ca.gov/Tires/Grants/TDA/FY201718/default.htm **Success Rate:** 100% 3 of 3 applications were funded. **LOD: Simple**

TABLE 2 For Information Purposes Only **Grants are not eligible for WRCOG grant writing assistance**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Website**
7	11/02/17 Applications accepted starting August 1, 2017 Transportation	**Nationally Significant Freight and Highway Projects (INFRA) Grant.** For projects that address critical issues facing our nation's highways and bridges. Eligible INFRA project costs may include: reconstruction, rehabilitation, acquisition of property (including land related to the project and improvements to the land), environmental mitigation, construction contingencies, equipment acquisition, and operational improvements directly related to system performance. Applicants may resubmit their previous FASTLANE application, but must explain how the project competitively addresses the improved INFRA Grant criteria.	U.S. Department of Transportation	Federal	Small Projects: Minimum - $5 million Large Projects: Minimum - $25 million	40%	https://www.transportation.gov/buildamerica/infragrants **Success Rate:** N/A. This is a new program. **LOD: Complex**
8	11/22/17 Housing	**Choice Neighborhoods Implementation Grant Program.** To help communities transform neighborhoods by revitalizing severely distressed public and/or assisted housing and catalyzing critical improvements in the neighborhood, including vacant property, housing, businesses, services and schools.	U.S. Housing and Urban Development	Federal	$30 million	5%	Link **Success Rate:** 5 large ($20 million+) grants were awarded. **LOD: Complex**

TABLE 2 For Information Purposes Only **Grants are not eligible for WRCOG grant writing assistance**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Website**
9	11/29/17 School Construction	**Career and Technical Education Facilities Program.** The Career Technical Education Facilities Program (CTEFP) provides funding to qualifying school districts and joint powers authorities (JPA) for the construction of new facilities, modernization or reconfiguration of existing facilities, and equipment to integrate Career Technical Education programs into comprehensive high schools.	CA Department of Education	State	$3 million state match for new construction $1.5 million for modernization	100%	http://www.cde.ca.gov/ls/fa/sf/careertech.asp **Success Rate:** Unknown at this time. **LOD: Complex**
10	11/30/17 Planning	**Transformative Climate Communities Planning.** To help communities increase their potential to successfully apply for and to implement future Transformative Climate Communities Implementation Grant awards, or other California Climate Investment programs. Examples of eligible projects: • Evaluating, updating, and streamlining various policies and codes currently enforced by the Planning Department and other local departments. • Building capacity both internally, among staff and departments, as well as externally, among stakeholders including the development of collaboratives and partnerships that connect land use development with environmental • Preparing climate action and climate adaptation plans.	Strategic Growth Council	State	$250,000	Not required.	http://sgc.ca.gov/Grant-Programs/Transformative-Climate-Communities-Program.html **Success Rate:** N/A. This is a new program. **LOD: Complex**

TABLE 2 For Information Purposes Only **Grants are not eligible for WRCOG grant writing assistance**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Website**
11	12/13/17 Food Program	**Food Insecurity Nutrition Grant.** To increase the purchase of fruits and vegetables among low-income consumers participating in the Supplemental Nutrition Assistance Program (SNAP) by providing incentives at the point of purchase. There are three categories of projects: • Pilot Projects (FPP) • Multi-year, community-based Projects (FP) • Multi-year, Large-Scale Projects (FLSP) Examples include: innovative strategies working at point of purchase with SNAP authorized retailers, including food stores, market stands, farmers' markets, community supported agriculture programs, marketing and consumer cooperatives, and other SNAP authorized retailers.	U.S. Department of Agriculture	Federal	FPP - $100,000 FP - $500,000 FLSP - $500,00	100%	https://www.fns.usda.gov/snap/FINI-Grant-Program **Success Rate:** Unknown at this time. **LOD: Medium**
12	12/15/17 Transportation Tax documents are due to CTC 10/27/17	***NEW:*** **SB1 Local Partnership Program - Formula.** To reward counties, cities, districts, and regional transportation agencies in which ***voters have approved fees or taxes*** solely dedicated to transportation improvements. Funds may be used for any component of a project, however, projects must commence right-of-way acquisition or construction within 10 years of receiving pre-construction funding through the Local Partnership Program.	California Transportation Commission (CTC)	State	All jurisdictions eligible for a formula-funding share will receive a minimum annual share of $100,000.	1:1	http://catc.ca.gov/programs/SB1.html **Success Rate:** N/A. This is a new program. **LOD: Medium**

TABLE 2 For Information Purposes Only **Grants are not eligible for WRCOG grant writing assistance**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Website**
13	12/15/17 Job Training	***NEW:*** **Environmental Workforce Development and Job Training Grant.** To recruit, train, and place local unemployed and under-employed residents with skills needed to secure full-time employment in the environmental field. Applicants must target dislocated workers, or those laid off as a result of recent manufacturing plant closures, severely under-employed individuals, or unemployed individuals, including low-income and minority residents of waste-impacted communities, veterans, and those with little to no advanced education. In addition to brownfields hazardous waste training, applicants may choose to deliver a variety of environmental training listed in items 1-5. 1. Solid Waste Management or Cleanup training. 2. Superfund site cleanup and innovative and alternative treatment technologies training. 3. Wastewater treatment training. 4. Emergency response training. 5. Enhanced environmental health and safety training.	Environmental Protection Agency	Federal	$200,000	Not required.	https://www.epa.gov/brownfields/announcing-new-request-proposals-fy-2018-environmental-workforce-development-and-job-0 **Success Rate:** Unknown at this time. **LOD: Medium**

TABLE 2 For Information Purposes Only **Grants are not eligible for WRCOG grant writing assistance**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Website**
14	01/12/18 Transportation	***NEW:*** **Transit and Intercity Rail Capital Program.** To fund projects that will modernize California's intercity, commuter, and urban rail systems, and bus and ferry transit systems, to significantly reduce emissions of greenhouse gases, vehicle miles traveled, and congestion. Objectives: • Reduce greenhouse gas emissions; • Expand and improve rail service to increase ridership; • Integrate the rail service of the state's various rail operations, including integration with the high-speed rail system; and • Improve safety.	Caltrans	State	No maximum.	Not required.	http://www.dot.ca.gov/drmt/sptircp.html **Success Rate:** 14 projects were funded **LOD: Medium**
15	01/16/18 Housing	***NEW:*** **Infill Infrastructure Program.** To provide grants for Capital Improvement Projects, in support of Qualifying Infill Projects as gap funding of infrastructure improvements that are an integral part of or are necessary to facilitate the development of new infill housing for specific residential or mixed-use projects.	CA Housing and Community Development	State	• Qualifying Infill Projects minimum: $500,000 in urban areas and $250,000 in rural areas. • Qualifying Infill Projects maximum: $5 million.	Not stated as required.	http://www.hcd.ca.gov/grants-funding/active-funding/iigp.shtml **Success Rate:** Unknown at this time. **LOD: Medium**

TABLE 2 For Information Purposes Only **Grants are not eligible for WRCOG grant writing assistance**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Website**
16	01/30/18 Transportation	***NEW:*** **SB1 Local Partnership Program - Competitive.** To reward counties, cities, districts, and regional transportation agencies in which jurisdictions have ***imposed fees*** solely dedicated to transportation improvements or that have voter-approved taxes/fees dedicated to transportation. NOTE this includes imposed fees, AND voter-approved taxes, tolls, or parcel/property taxes, etc. Eligible projects for both formula and competitive include, but are not limited to: A. Improvements to the state highway system B. Improvements to transit facilities C. The acquisition, retrofit, or rehabilitation of rolling stock, buses, or other transit equipment D. The acquisition of vans, buses, and other equipment necessary for the provision of transit services for seniors and people with disabilities by transit and other local agencies E. Improvements to bicycle or pedestrian safety or mobility with an extended useful life F. Road maintenance and rehabilitation G. Other transportation improvement projects.	California Transportation Commission (CTC)	State	No maximum. For the competitive program, the CTC is seeking to fund very large projects and therefore they set the following **minimum** grant requests based on your population: Category 1: >1.5 million: $5 million Category II: 700,000-1,499,999: $3 million Category III: 300,000-699,999: $2 million Category IV: 100,000-299,999: $1 million Category V: <100,000: No minimum	Projects will require at least a 1:1 match of private, local, federal, or state funds except jurisdictions with a voter approved tax or fee which generates less than $100,000 annually need only provide a match equal to 50% of the requested funds.	http://catc.ca.gov/programs/SB1.html **Success Rate:** N/A. This is a new program. **LOD: High**

TABLE 2 For Information Purposes Only **Grants are not eligible for WRCOG grant writing assistance**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Website**
17	01/30/18 Transportation	**NEW: Trade Corridor Enhancement Program (CA Freight Investment Program merged with the TCEP).** To fund infrastructure improvements on federally designated Trade Corridors of National and Regional Significance, on the Primary Freight Network, as identified in the California Freight Mobility Plan, and along other corridors that have a high volume of freight movement as determined by the Commission. The following corridors are eligible for funding under this program: • Bay Area (Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma counties). • Central Valley (El Dorado, Fresno, Kern, Kings, Madera, Merced, Placer, Sacramento, San Joaquin, Stanislaus, Sutter, Tulare, and Yolo counties). • Central Coast (Monterey, San Benito, San Luis Obispo, Santa Barbara, and Santa Cruz counties). • Los Angeles/Inland Empire (Los Angeles, Orange, Riverside, San Bernardino, and Ventura counties). • San Diego/Border (Imperial and San Diego counties). • Other.	California Transportation Commission (CTC)	State/ Federal	No maximum.	30%	http://www.catc.ca.gov/activities/sb1/ **Success Rate:** N/A. This is a new program **LOD: Medium**

TABLE 2 For Information Purposes Only **Grants are not eligible for WRCOG grant writing assistance**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Website**

18	02/05/18
	
	Outdoor Recreation
		Land and Water Conservation Fund. To cooperatively acquire and/or develop outstanding properties in perpetuity for outdoor recreation purposes.
		Eligible projects include:
		• Create new parks within a half-mile of underserved communities.
		• Expand existing parks to increase the ratio of park acreage per resident in underserved areas.
		  • Use the Geographical Information Systems (GIS) Tools available at www.parks.ca.gov/SCORP to locate areas that have one of the following conditions:
		    o Neighborhood areas that have no park within a half-mile (use the “Park Access Tool”).
		    o Communities or jurisdictions that have a ratio of less than three acres of parkland per 1,000 residents (use the “Park Access Tool” or the “Community Fact Finder”.)
		    o Areas with an annual median household income that is less than $49,119.
		• Renovate existing or create new outdoor facilities within existing parks not currently under federal 6(f)(3) protection.
			California State Parks	Federal via State	$2 million	50%	http://www.parks.ca.gov/?page_id=21360
							
							Success Rate: 17 applications were funded.
							
							LOD: Medium

TABLE 2 For Information Purposes Only **Grants are not eligible for WRCOG grant writing assistance**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Website**
19	First-come, first-served until 03/31/18 Transportation	**MSRC Major Event Center.** To facilitate implementation of new or expanded public transportation programs for event center destinations located in the South Coast Air Quality Management District. Eligible Entities include: Major event center, qualifying transportation provider or a County Transportation Commission. Eligible Projects include: • Applicants may propose a maximum of two consecutive event "seasons". • All bus and shuttle vehicles performing Event Center transportation services under this Program must be equipped with an engine that is certified at - *or cleaner than* – the EPA 2010 emissions standards and certified as such by the California Air Resources Board. All fuels and technologies certified to the 2010 emissions standards are acceptable. • For projects that propose expanded rail service, the MSRC requires that Tier 4 locomotives be used for all events beginning January 1, 2018. Tier 4 locomotives must also be used, if available, prior to January 1, 2018.	Mobile Source Air Pollution Reduction Review Committee	Regional via State	• $2.50 million for any single transportation service provider. • $1,500,000 for any single major event center. • The geographical funding minimum is $350,000 per county. • Reimbursement grant.	50%	http://www.cleantransportationfunding.org/rfp/view/major-event-center-transporation-program **Success Rate:** N/A. This is a new program. **LOD: Complex**

TABLE 2 For Information Purposes Only **Grants are not eligible for WRCOG grant writing assistance**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Website**
20	10/01/18 Housing	**Community-Based Transitional Housing.** To encourage local communities to support housing that provides treatment and reentry programming to individuals who will benefit from those services. • Applicant must have a licensed partner facility operator. • The facility shall provide, or contract with another provider for, two or more additional services to residents. • Applicant may use program funds for the following purposes: o Discretionary law enforcement services o Community outreach efforts • Facility operators may use program funds provided by the applicant for the following purposes: o Providing facility residents with the services specified in the approved application for program funding. o Enhancing the security of the facility and its premises. o Community outreach and communications. o Start-up costs for the operation of the facility.	California Department of Finance	State	$2 million	Not required.	http://www.dof.ca.gov/Programs/Local_Government/Community_Based_Transitional_Housing/ **Success Rate:** N/A. This is a new program **LOD: Medium**

TABLE 2 For Information Purposes Only **Grants are not eligible for WRCOG grant writing assistance**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Website**
****On the Horizon/NOFA not yet released.****							
1	TBD Emission Reduction	**Volkswagen Settlement Mitigation Trust**. $381 million to California for NOx mitigation. Currently under development	California Air Resource Board	Private	TBD	TBD	https://www.arb.ca.gov/msprog/vw_info/vw-diesel-info/vw-diesel-info.htm
2	Phase 1: October 2017 Phase 2: January 2018 Groundwater Sustainability	**Groundwater Sustainability Plans and Projects.** To encourage sustainable management of groundwater resources. • Category 1: Severely Disadvantaged Communities (SDAC) Projects • Category 2: Groundwater Sustainability Plans o Tier 1: Critically overdrafted basins. • Tier 2: All other high and medium priority basins.	California Department of Water Resources	State	• Category 1: $1 million per project. • Category 2 – Tier 1: $1.5 million per basin. Category 2 – Tier 2: $1 million per basin.	50%	http://www.water.ca.gov/irwm/grants/sgwp/solicitation.cfm
3	Winter 2017/2018 Flood Planning	**Flood Emergency Response Projects Grant Program.** To provide funding for local emergency responders to work with DWR to improve local flood emergency preparedness and response.	California Department of Water Resources	State	TBD	TBD	http://www.water.ca.gov/floodmgmt/funding/flood-ER.cfm
4	Fall 2018 Safety	**Kids Plate.** To support three significant child health and safety issues in California: 1. Unintentional childhood injuries; 2. Child abuse; and 3. Child care licensing and inspection. This year's focus will be on coalition development.	California Department of Public Health	State	TBD	TBD	https://archive.cdph.ca.gov/programs/Pages/KidsPlates.aspx

TABLE 2 For Information Purposes Only **Grants are not eligible for WRCOG grant writing assistance**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Website**
5	December 2017 Water	**NEW: Cooperative Watershed Management Program.** For Phase I activities, including the establishment or expansion of an existing watershed group**.**	Bureau of Reclamation	Federal	$50,000	Not required.	https://www.usbr.gov/watersmart/cwmp/index.html
6	January 2018 Water Efficiency	**NEW: Water Conservation Field Services Program – Lower Colorado Region.** For activities/projects that make more efficient use of existing water supplies through water conservation and efficiency. • Water management planning; • System Optimization Reviews (SOR); • Designing Water Management Improvements; and Demonstration projects.	Bureau of Reclamation	Federal	$100,000	50%	http://www.usbr.gov/lc/region/g4000/wtrconsv.html
7	January 2018 Water	**NEW: Water and Energy Efficiency Grant.** To conserve and use water more efficiently, increase the use of renewable energy and improve energy efficiency, benefit endangered and threatened species, facilitate water markets, or carry out other activities to address climate-related impacts on water or prevent any water-related crisis or conflict.	Bureau of Reclamation	Federal	$300,000 for projects to be completed within two years. $1,000,000 for projects to be completed within three years.	50%	https://www.usbr.gov/watersmart/weeg/index.html

TABLE 2 For Information Purposes Only **Grants are not eligible for WRCOG grant writing assistance**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Website**
8	January 2018 Water	**NEW: Small-Scale Water Efficiency Projects.** To support small-scale water management projects that have been identified through previous planning efforts.	Bureau of Reclamation	Federal	$75,000	50%	https://www.usbr.gov/watersmart/weeg/ssweg.html
9	January 2018 Water	**NEW: Basin Studies LOI.** To evaluate the ability to meet future water demands within a river basin and to identify adaptation and mitigation strategies to address the potential impacts of climate change.	Bureau of Reclamation	Federal	Unknown	50%	https://www.usbr.gov/watersmart/bsp/index.html
10	February 2018 Water	**Groundwater Sustainability Program.** For grants, and loans, for planning and implementation projects that prevent or cleanup the contamination of groundwater that serves or has served as a source of drinking water. Examples of implementation projects include, but are not limited to: • Wellhead treatment; • Installation of extraction wells combined with treatment systems; • Centralized groundwater treatment systems; • Source area cleanup; • Groundwater recharge to prevent or reduce contamination of municipal or domestic wells; • Groundwater injection to prevent seawater intrusion; and • Groundwater well destruction.	State Water Resources Control Board	State	Planning: $100,000 to $21 million. Implementation: $500,000 to $50 million.	50%	https://www.waterboards.ca.gov/water_issues/programs/grants_loans/proposition1/groundwater_sustainability.shtml

TABLE 2 For Information Purposes Only **Grants are not eligible for WRCOG grant writing assistance**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Website**
11	Spring 2018 Water	NEW: **Title XVI Construction.** Funding for planning, design, and construction of congressionally authorized water recycling and reuse projects.	Bureau of Reclamation	Federal	$4 million	75%	https://www.usbr.gov/watersmart/title/index.html
12	Spring 2018 Water Studies	NEW: **Title XVI Feasibility Studies.** Funding for development of new Title XVI feasibility studies.	Bureau of Reclamation	Federal	$150,000 for feasibility studies to be completed within 18 months. $450,000 for feasibility studies to be completed within 3 years.	50%	https://www.usbr.gov/watersmart/title/index.html

TABLE 2 For Information Purposes Only **Grants are not eligible for WRCOG grant writing assistance**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Website**
13	April 2018 Water	**Drinking Water for Schools.** To improve access to, and the quality of, drinking water in public schools. All projects must be located at schools within, or serving, a DAC. Eligible projects include but are not limited to: • Installation or replacement of water bottle filling stations or drinking water fountains with or without treatment devices capable of removing contaminants present in the school's water supply; • Installation of point-of-entry (POE), or point-of-use (POU) treatment devices for water bottle filling stations, drinking fountains, and other fixtures that provide water for human consumption, including up to three years of: replacement filters, operation and maintenance (O&M), and monitoring of POE or POU devices Installation, replacement, or repairs of drinking water fixtures and associated plumbing appurtenances	State Water Resources Control Board	State	School: $25,000/$100,000 Entities: $25,000/ $1 million	TBD	http://www.waterboards.ca.gov/water_issues/programs/grants_loans/schools/
14	June 2018 Transportation	**Highway Safety Improvement Grant.** To achieve a significant reduction in fatalities and serious injuries on all public roads. All proposed projects must lead to the construction of safety improvements.	Department of Transportation	State	$100,000 minimum and $10 million maximum.	10%	http://www.dot.ca.gov/hq/LocalPrograms/HSIP/apply_nowHSIP.htm

TABLE 2 For Information Purposes Only **Grants are not eligible for WRCOG grant writing assistance**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Website**
15	Fall 2018 Trails	**Recreational Trails Program.** For both non-motorized and motorized RECREATIONAL TRAILS and trail-related facilities. Eligible projects types are: acquisition, development or a combination of acquisition and development.	California State Parks	State	$50,000 minimum/ $1.5 million maximum	12%	http://www.parks.ca.gov/?page_id=24324

** Information presented is based on past guidelines. Requirements may change when new guidelines are published.

Item 5.A

Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **PACE Programs Activities Update**

Contact: **Casey Dailey, Director of Energy and Environmental Programs, cdailey@wrcog.us, (951) 955-7282**

Date: **November 6, 2017**

The purpose of this item is to *provide an update on residential and commercial property tax delinquencies for PACE financing assessments, and to provide the Committee with requested actions for the PACE Programs that WRCOG oversees under its PACE umbrella.*

Requested Actions:

1. Receive WRCOG PACE Program Summary.
2. Accept the City of Petaluma as Associate Member of the Western Riverside Council of Governments.
3. Adopt WRCOG Resolution Number 45-17; A Resolution of the Executive Committee of the Western Riverside Council of Governments Declaring its intention to modify the California HERO Program Report so as to increase the Program area within which contractual assessments may be offered and setting a public hearing thereon.
4. Direct WRCOG to defer the judicial foreclosure proceeding and to direct the Executive Director to execute a purchase and sale agreement for WRCOG's collection rights to a third party for 237 delinquent residential parcels totaling $697,431.96 and to SAMAS Capital for one commercial parcel for $7,548.20.

WRCOG's PACE Programs provide financing to property owners to implement a range of energy saving, renewable energy, and water conserving improvements to their homes and businesses. Improvements must be permanently fixed to the property and must meet certain criteria to be eligible for financing. Financing is paid back through a voluntary lien placed on the property tax bill.

Overall PACE Programs Update

The following table provides a summary of all residential projects that have been completed under the WRCOG PACE Programs through October 20, 2017:

Residential PACE Programs			
PACE Provider	**Projects Completed**	**Total Project Value**	**Product Type Installed**
WRCOG HERO	25,071	$491,670,840	HVAC: 29.6% Solar: 30.6% Windows/Doors: 16.8% Roofing: 4.9% Landscape: 7.9%
California HERO	54,560	$1,174,557,976	HVAC: 28.2% Solar: 31.3% Windows/Doors: 13.4% Roofing: 13.6% Landscape: 5.3%
CaliforniaFIRST	78	$2,192,123	Solar: 48.6% Windows/Doors: 14.3% HVAC: 11.4% Roofing: 11.4% Landscape: 8.6%
Totals:	**79,709**	**$1,668,420,939**	

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

Economic and Environmental Impacts Calculations	
KW Hours Saved – Annually	712 GWh
GHG Reductions – Annually	184,842 Tons
Gallons Saved – Annually	497 Million
$ Saved – Annually	$96 Million
Projected Annual Economic Impact	$2.8 Billion
Projected Annual Job Creation/Retention	14,148 Jobs

New Associate Member: The following jurisdiction has adopted or will be adopting resolutions consenting to the inclusion of such city in the California HERO Program and approving the "Amendment to Joint Powers Agreement Adding the City/County of XXX as an Associate Member of the Western Riverside Council of Governments to Permit the Provision of Property Assessed Clean Energy (PACE) Program Services within the City" (the "JPA Amendment"), by and between Authority and such City/County to as an Associate Member of WRCOG for the purposes of implementing the California HERO Program prior to the November 6, 2017, Executive Committee meeting.

City of Petaluma – October 2, 2017

The next step in the California HERO Program is for the Executive Committee to adopt Resolution Number 45-17 (Attachment 4), which accepts the City of Petaluma as Associate Member of WRCOG for the purposes of participating in the Program and approve the execution of the Joint Powers Agreement Amendment for each such City and County and set the public hearing for December 4, 2017.

At the December 4, 2017, Executive Committee meeting, staff will bring forward the revised Appendix B "Boundary Map" from Program Report for consideration and potential approval; the Executive Committee will hold the Program's required public hearing and, following the closing of the public hearing, will be asked to consider the adoption of a WRCOG resolution approving the revised Appendix B "Boundary Map" from the Program Report.

PACE Assessment Delinquencies

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.

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:

Residential HERO delinquencies:
2013/2014 Tax Year – deferred 8 of 3,288 parcels totaling $12,748.21.
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 – 237 delinquent parcels totaling $697,431.96

David Taussig & Associates (DTA), the HERO Program Assessment Administrator, issues a preliminary report that details the delinquencies for the tax year. For the 2016/2017 Tax Year, WRCOG enrolled HERO assessments on 38,367 parcels totaling $120,536,571.96. As of October 27, 2017, the total residential delinquency rate is 0.58% or $ 697,431.96. A breakdown by county is provided in Attachment 5. A delinquency simply means that the property owner(s) did not make timely payment of his and/or her property taxes (including the HERO Assessment payment) for the past tax year. In order to provide some context, the County of Riverside delinquency rate for 2016/2017 Tax Year is 1.349%.

In previous years, Renovate America purchased the collection rights to the delinquent residential properties; however, Renovate America notified WRCOG staff that it does not intend to purchase the collection rights for the 2016/2017 delinquencies. WRCOG staff has identified a third party to purchase the 237 delinquent residential assessments totaling $697,431.96 and is currently working on developing the purchase and sales agreement.

<u>SAMAS Commercial assessment delinquencies</u>:

2014/2015 Tax Year: enrolled 4 parcels totaling $38,294.21 – 0 delinquencies
2015/2016 Tax Year: enrolled 15 parcels totaling $196,878.30 – 0 delinquencies
2016/2017 Tax Year – enrolled 33 parcels totaling $855,051.24 – 1 delinquency

- SAMAS Commercial delinquency rate is 0.88% or $7,548.20 (as of 10/3/17)

Previously, there were no delinquencies that required deferment of foreclosure in the SAMAS Commercial Program. This year, one commercial property located in the City of Pomona participating in the SAMAS Commercial Program is delinquent in its payment of the second assessment installment. The amount of this delinquency is $7,548.20. SAMAS Capital, Inc., the administrator and funding partner for the SAMAS Commercial Program, is willing to advance the funds necessary to allow for the deferral of foreclosure proceedings on this delinquent property. WRCOG staff is currently working on developing the purchase and sales agreement.

<u>Prior Actions</u>:

<u>October 19, 2017</u>: The Technical Advisory Committee received and filed.

<u>October 11, 2017:</u> The Administrative & Finance Committee 1) recommended the Executive Committee direct WRCOG to defer the judicial foreclosure proceeding and to assign WRCOG's collection rights to a third party for 263 delinquent parcels totaling $738,004.43 and defer foreclosure on one commercial parcel assessment and purchase the delinquency for $7,548.20.

<u>October 2, 2017</u>: The Executive Committee 1) received WRCOG PACE Summary; 2) conducted a Public Hearing regarding the inclusion of the County of Tulare unincorporated areas; 3) adopted WRCOG Resolution Number 41-17; A Resolution of the Executive Committee of the Western Riverside Council of Governments Rescinding Resolution No. 14-16 Authorizing Renovate America, Inc. to Administer and Finance Eligible Improvements to be Installed on Commercial Property and Rescinding All Approvals and Other Authorizations Granted Under Such Resolution; 4) adopted WRCOG Resolution Number 42-17; A Resolution of the Executive Committee of the Western Riverside Council of Governments confirming modification of the California HERO Program Report so as to expand the Program area within which contractual assessments may be offered; 5) adopted WRCOG Resolution Number 43-17; A Resolution of the Executive Committee of the Western Riverside Council of Governments Authorizing the Issuance of PACE Funding bonds, amending the Program Report and Approving the Form of a Professional Administration Agreement with PACE Funding Group, LLC, Indenture of Trust, Bond Purchase Agreement, Depository and Account Control Agreement, Professional Services Agreement for Assessment Administration for the Issuance of Bonds for the WRCOG PACE Funding Program and Appointing a Trustee; 6) supported the Administration & Finance Committee's recommendation to direct and authorize the Executive Director to enter into contract negotiations and execute any necessary documents to include Greenworks under WRCOG's PACE umbrella; 7) supported the Administration & Finance Committee's recommendation to direct and authorize the Executive Director to enter into

contract negotiations and execute any necessary documents to include Ygrene under WRCOG's PACE umbrella.

Fiscal Impact:

HERO revenues and expenditures for the PACE Programs are allocated in the Fiscal Year 2017/2018 Budget under the Energy Department.

Attachments:

1. WRCOG PACE Program Summary.
2. WRCOG HERO Snapshot.
3. CA HERO Snapshot.
4. WRCOG Resolution Number 45-17; A Resolution of the Executive Committee of the Western Riverside Council of Governments Declaring its intention to modify the California HERO Program Report so as to increase the Program area within which contractual assessments may be offered and setting a public hearing thereon.
5. 2016/2017 Delinquency Summary.

Item 5.A

PACE Programs Activities Update

Attachment 1

WRCOG HERO Program Summary

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HERO Program Summary Update

(Launch through 10/20/17)

City	Approved Apps	Approved Amount
Banning	564	$15,889,290
Calimesa	182	$7,621,442
Canyon Lake	580	$31,467,893
Corona	3,290	$185,448,058
County	6,418	$326,200,230
Eastvale	880	$57,298,359
Hemet	1,252	$33,676,450
Jurupa Valley	2,147	$92,002,767
Lake Elsinore	1,511	$61,236,976
Menifee	2,731	$102,706,302
Moreno Valley	5,034	$178,319,360
Murrieta	2,812	$136,695,461
Norco	752	$45,061,418
Perris	1,062	$35,876,983
Riverside	6,286	$275,678,142
San Jacinto	795	$24,119,850
Temecula	2,643	$140,921,544
Wildomar	959	$39,412,799
	39,567	$1,769,769,977

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Item 5.A

PACE Programs Activities Update

Attachment 2

WRCOG HERO Snapshot

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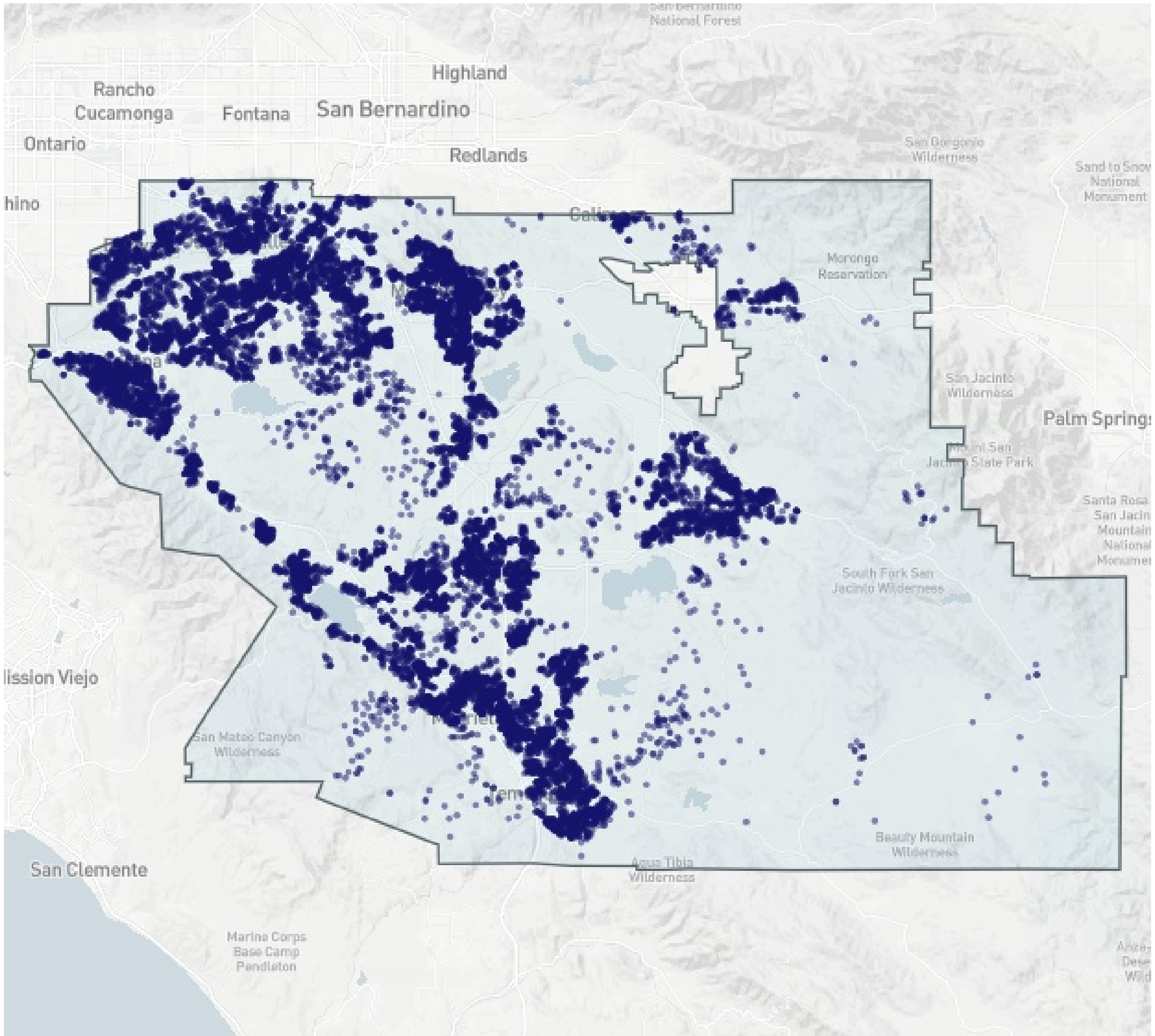
WRCOG - Western Riverside Council of Governments

21,337 Homes Improved

12/14/2011
HERO Launch Date

922,344
Housing Count

01/01/2011 - 10/20/2017
Report Range



Improvements

Type	Total Installed	Bill Savings
Energy	28.7K	$329M
Solar	13.6K	$577M
Water	2,069	$17.9M

Lifetime Impact

Applications Submitted	58.5K
Applications Approved	39.9K
Funded Amount	$492M
Economic Stimulus	$852M
Jobs Created	4,175
Energy Saved	3.53B kWh
Emissions Reduced	954K tons
Water Saved	1.90B gal

Learn how these numbers are calculated at https://www.herogov.com/faq

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Item 5.A
PACE Programs Activities Update

Attachment 3
CA HERO Snapshot

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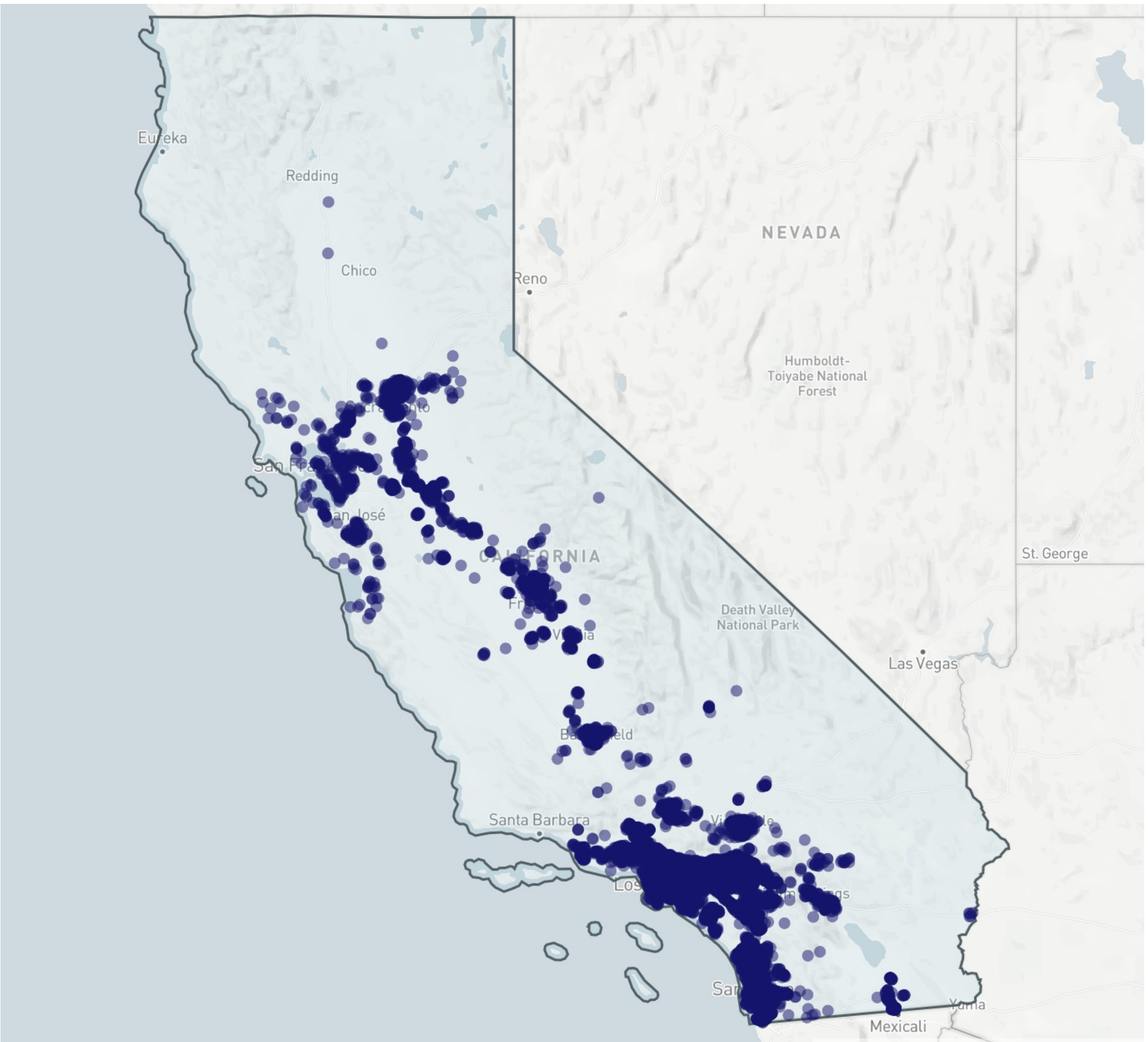
California HERO Program

48,159 Homes Improved

02/10/2014
HERO Launch Date

5,834,948
Housing Count

02/10/2014 - 10/20/2017
Report Range



Improvements

Type	Total Installed	Bill Savings
Energy	68.7K	$827M
Solar	27.1K	$1.27B
Water	5,071	$43.7M

Lifetime Impact

Applications Submitted	133K
Applications Approved	98.5K
Funded Amount	$1.17B
Economic Stimulus	$2.03B
Jobs Created	9,973
Energy Saved	7.50B kWh
Emissions Reduced	1.98M tons
Water Saved	4.62B gal

Learn how these numbers are calculated at https://www.herogov.com/faq

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Item 5.A

PACE Programs Activities Update

Attachment 4

WRCOG Resolution Number 45-17; A Resolution of the Executive Committee of the Western Riverside Council of Governments declaring its intention to modify the California HERO Program Report so as to increase the Program area within which contractual assessments may be offered and setting a public hearing thereon.

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RESOLUTION NUMBER 45-17

A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS DECLARING ITS INTENTION TO MODIFY THE CALIFORNIA HERO PROGRAM REPORT SO AS TO INCREASE THE PROGRAM AREA WITHIN WHICH CONTRACTUAL ASSESSMENTS MAY BE OFFERED AND SETTING A PUBLIC HEARING THEREON

WHEREAS, the Executive Committee of the Western Riverside Council of Governments (WRCOG) previously initiated proceedings pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (the "Chapter 29") to permit the provision of Property Assessed Clean Energy (PACE) services within those cities that had taken action to become Associate Members of WRCOG as of the date of the initiation of such proceedings and did, by the adoption of its Resolution Number 10-13 on June 3, 2013, (the "Resolution Confirming the Program Report"), approve a report (the "Program Report") addressing all of the matters set forth in Section 5898.22 and 5898.23 of Chapter 29 and establish and order the implementation of a voluntary contractual assessment program to be known as the "California HERO Program" (the "Program") to assist property owners within the jurisdictional boundaries of such Associate Members with the cost of installing distributed generation renewable energy sources, energy and water efficient improvements and electric vehicle charging infrastructure that are permanently fixed to their properties ("Authorized Improvements"); and

WHEREAS, in approving the Program Report, the Executive Committee also established the jurisdictional boundaries of such Associate Members as the initial territory within which voluntary contractual assessments may be offered (the "Program Area") to provide for financing of the installation of Authorized Improvements on properties within such Program Area; and

WHEREAS, subsequent to the establishment of the Program, the Executive Committee has undertaken proceedings pursuant to Chapter 29 to expand the Program Area within which contractual assessments may be offered to include the jurisdictions of certain counties and additional cities that had taken action to become Associate Members of WRCOG since the establishment of the Program; and

WHEREAS, now the legislative body of the City of Petaluma, has taken action to become an Associate Member of WRCOG and thereby enable the Executive Committee to consider modifying the Program Report by increasing the Program Area to include the jurisdiction of such Additional Associate Member so as to enable voluntary contractual assessments to be offered pursuant to the Program to the owners of properties within such jurisdiction to finance the installation of Authorized Improvements on such properties; and

WHEREAS, the Executive Committee desires to initiate proceedings pursuant to Chapter 29 to modify the Program Report to include the jurisdiction of the City of Petaluma, (the "Additional Associate Member") in the Program Area.

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

4080 Lemon Street, 3rd Floor Annex, MS1032 • Riverside, CA 92501-3609 • (951) 955-7985 • Fax (951) 787-7991 • www.wrcog.us

Section 1. The Executive Committee declares its intention to include the City of Petaluma as an Associate Member (the "Additional Associate Member") and modify the Program Report so as to modify the Program Area within which contractual assessments may be offered pursuant to the California HERO Program to include the jurisdiction of the Additional Associate Member.

Section 2. Public Hearing. Pursuant to Chapter 29, the Executive Committee hereby orders that a public hearing to be held before the Executive Committee in the First Floor Board Chambers, County of Riverside Administration Center, 4080 Lemon Street, Riverside, California, at 2:00 p.m. on December 4, 2017, on the proposed modification to the Program Report to increase the Program Area. At the public hearing all interested persons may appear and hear and be heard and object to or inquire about the proposed modifications to the Program Report to increase the Program Area.

Section 3. Notice of Public Hearing. The Secretary of the Executive Committee is hereby directed to provide notice of the public hearing by publishing such notice once a week for two weeks, pursuant to Section 6066 of the California Government Code, and the first publication shall occur not later than 20 days before the date of such hearing in a newspaper of general circulation published within the jurisdiction of the Additional Associate Member or, if there is no such newspaper of general circulation published within any such jurisdiction of any such Additional Associate Member, then in a newspaper of general circulation published nearest thereto.

Section 4. Effective Date of Resolution. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the Executive Committee of the Western Riverside Council of Governments held on November 6, 2017.

____
Debbie Franklin, Chair
WRCOG Executive Committee

____
Rick Bishop, Secretary
WRCOG Executive Committee

Approved as to form:

____
Best Best & Krieger, LLP
WRCOG Bond Counsel

AYES: _______ NOES: _______ ABSENT: _______ ABSTAIN: _______

Item 5.A
PACE Programs Activities Update

Attachment 5
2016/2017 Delinquency Summary

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Alameda County

Fund #518

Total Levy For FY 2016-2017:	$383,280.64	**Total Amount Collected:**	$378,828.10
Number of Parcels Subject to Levy:	118	**Delinquent Amount:**	$4,452.54
Number of Parcels Delinquent:	1	**Delinquency Rate:**	1.16%

Contra Costa County

Fund #T444499970

Total Levy For FY 2016-2017:	$17,217.68	**Total Amount Collected:**	$17,217.68
Number of Parcels Subject to Levy:	5	**Delinquent Amount:**	$0.00
Number of Parcels Delinquent:	0	**Delinquency Rate:**	0.00%

Fund #TE43949970

Total Levy For FY 2016-2017:	$2,041,487.30	**Total Amount Collected:**	$2,024,911.64
Number of Parcels Subject to Levy:	640	**Delinquent Amount:**	$16,575.66
Number of Parcels Delinquent:	5	**Delinquency Rate:**	0.81%

Contra Costa County - All Funds

Total Levy For FY 2016-2017:	$2,058,704.98	**Total Amount Collected:**	$2,042,129.32
Number of Parcels Subject to Levy:	645	**Delinquent Amount:**	$16,575.66
Number of Parcels Delinquent:	5	**Delinquency Rate:**	0.81%

El Dorado County

Fund #20852

Total Levy For FY 2016-2017:	$86,184.80	**Total Amount Collected:**	$80,666.40
Number of Parcels Subject to Levy:	23	**Delinquent Amount:**	$5,518.40
Number of Parcels Delinquent:	1	**Delinquency Rate:**	6.40%

Fresno County [2]

Fund #6056

Total Levy For FY 2016-2017:	$5,154,709.76	**Total Amount Collected:**	$5,136,649.50
Number of Parcels Subject to Levy:	1,851	**Delinquent Amount:**	$18,060.26
Number of Parcels Delinquent:	10	**Delinquency Rate:**	0.35%

Fund #6060

Total Levy For FY 2016-2017:	$47,990.32	**Total Amount Collected:**	$47,990.32
Number of Parcels Subject to Levy:	16	**Delinquent Amount:**	$0.00
Number of Parcels Delinquent:	0	**Delinquency Rate:**	0.00%

Fresno County - All Funds

Total Levy For FY 2016-2017:	$5,202,700.08	**Total Amount Collected:**	$5,184,639.82
Number of Parcels Subject to Levy:	1,867	**Delinquent Amount:**	$18,060.26
Number of Parcels Delinquent:	10	**Delinquency Rate:**	0.35%

Humboldt County

Fund #50100

Total Levy For FY 2016-2017:	$2,285.40	**Total Amount Collected:**	$2,285.40
Number of Parcels Subject to Levy:	1	**Delinquent Amount:**	$0.00
Number of Parcels Delinquent:	0	**Delinquency Rate:**	0.00%

Imperial County

Fund #96200

Total Levy For FY 2016-2017:	$496,822.18	**Total Amount Collected:**	$496,822.18
Number of Parcels Subject to Levy:	252	**Delinquent Amount:**	$0.00
Number of Parcels Delinquent:	0	**Delinquency Rate:**	0.00%

Kern County [3]

Fund #42912

Total Levy For FY 2016-2017:	$5,548,691.52	**Total Amount Collected:**	$5,503,143.86
Number of Parcels Subject to Levy:	2,002	**Delinquent Amount:**	$45,547.66
Number of Parcels Delinquent:	17	**Delinquency Rate:**	0.82%

Fund #42926

Total Levy For FY 2016-2017:	$31,987.22	**Total Amount Collected:**	$31,987.22
Number of Parcels Subject to Levy:	12	**Delinquent Amount:**	$0.00
Number of Parcels Delinquent:	0	**Delinquency Rate:**	0.00%

Kern County - All Funds

Total Levy For FY 2016-2017:	$5,580,678.74	**Total Amount Collected:**	$5,535,131.08
Number of Parcels Subject to Levy:	2,014	**Delinquent Amount:**	$45,547.66
Number of Parcels Delinquent:	17	**Delinquency Rate:**	0.82%

Kings County

Fund #5011

Total Levy For FY 2016-2017:	$327,760.92	**Total Amount Collected:**	$327,760.92
Number of Parcels Subject to Levy:	143	**Delinquent Amount:**	$0.00
Number of Parcels Delinquent:	0	**Delinquency Rate:**	0.00%

Los Angeles County

Fund #96.21

Total Levy For FY 2016-2017:	$6,858,687.12	**Total Amount Collected:**	$6,830,452.00
Number of Parcels Subject to Levy:	1,988	**Delinquent Amount:**	$28,235.12
Number of Parcels Delinquent:	8	**Delinquency Rate:**	0.41%

Madera County

Fund #83000

Total Levy For FY 2016-2017: $513,308.88	**Total Amount Collected:** $513,308.88
Number of Parcels Subject to Levy: 175	**Delinquent Amount:** $0.00
Number of Parcels Delinquent: 0	**Delinquency Rate:** 0.00%

Marin County

Fund #109286

Total Levy For FY 2016-2017: $55,601.50	**Total Amount Collected:** $55,601.50
Number of Parcels Subject to Levy: 18	**Delinquent Amount:** $0.00
Number of Parcels Delinquent: 0	**Delinquency Rate:** 0.00%

Merced County

Fund #86510

Total Levy For FY 2016-2017: $940,855.74	**Total Amount Collected:** $933,915.27
Number of Parcels Subject to Levy: 345	**Delinquent Amount:** $6,940.47
Number of Parcels Delinquent: 5	**Delinquency Rate:** 0.74%

Mono County

Fund #66100

Total Levy For FY 2016-2017: $33,923.85	**Total Amount Collected:** $33,923.85
Number of Parcels Subject to Levy: 8	**Delinquent Amount:** $0.00
Number of Parcels Delinquent: 0	**Delinquency Rate:** 0.00%

Monterey County

Fund #99600

Total Levy For FY 2016-2017: $189,002.50	**Total Amount Collected:** $189,002.50
Number of Parcels Subject to Levy: 40	**Delinquent Amount:** $0.00
Number of Parcels Delinquent: 0	**Delinquency Rate:** 0.00%

Napa County

Fund #52160

Total Levy For FY 2016-2017: $490,389.20	**Total Amount Collected:** $490,389.20
Number of Parcels Subject to Levy: 121	**Delinquent Amount:** $0.00
Number of Parcels Delinquent: 0	**Delinquency Rate:** 0.00%

Orange County

Fund #749CE

Total Levy For FY 2016-2017: $12,835,230.51	**Total Amount Collected:** $12,750,544.57
Number of Parcels Subject to Levy: 3,483	**Delinquent Amount:** $84,685.94
Number of Parcels Delinquent: 21	**Delinquency Rate:** 0.66%

Eastern Riverside

Fund #68-9002

Total Levy For FY 2016-2017: $25,045.88	**Total Amount Collected:** $25,045.88
Number of Parcels Subject to Levy: 8	**Delinquent Amount:** $0.00
Number of Parcels Delinquent: 0	**Delinquency Rate:** 0.00%

Fund #68-9010

Total Levy For FY 2016-2017: $2,324,363.74	**Total Amount Collected:** $2,289,770.37
Number of Parcels Subject to Levy: 778	**Delinquent Amount:** $34,593.37
Number of Parcels Delinquent: 9	**Delinquency Rate:** 1.49%

Eastern Riverside - All Funds

Total Levy For FY 2016-2017: $2,349,409.62	**Total Amount Collected:** $2,314,816.25
Number of Parcels Subject to Levy: 786	**Delinquent Amount:** $34,593.37
Number of Parcels Delinquent: 9	**Delinquency Rate:** 1.47%

Riverside County

Fund #68-6547

Total Levy For FY 2016-2017: $203,105.36	**Total Amount Collected:** $203,105.36
Number of Parcels Subject to Levy: 88	**Delinquent Amount:** $0.00
Number of Parcels Delinquent: 0	**Delinquency Rate:** 0.00%

Fund #68-9004 [4]

Total Levy For FY 2016-2017: $5,259,340.87	**Total Amount Collected:** $5,233,871.89
Number of Parcels Subject to Levy: 2,440	**Delinquent Amount:** $25,468.98
Number of Parcels Delinquent: 15	**Delinquency Rate:** 0.48%

Fund #68-9008 [5]

Total Levy For FY 2016-2017: $34,177,693.90	**Total Amount Collected:** $33,936,203.94
Number of Parcels Subject to Levy: 11,744	**Delinquent Amount:** $241,489.96
Number of Parcels Delinquent: 84	**Delinquency Rate:** 0.71%

Fund #68-9009

Total Levy For FY 2016-2017: $377,417.19	**Total Amount Collected:** $375,592.52
Number of Parcels Subject to Levy: 130	**Delinquent Amount:** $1,824.67
Number of Parcels Delinquent: 1	**Delinquency Rate:** 0.48%

Riverside County - All Funds

Total Levy For FY 2016-2017: $40,017,557.32	**Total Amount Collected:** $39,748,773.71
Number of Parcels Subject to Levy: 14,402	**Delinquent Amount:** $268,783.61
Number of Parcels Delinquent: 100	**Delinquency Rate:** 0.67%

Sacramento County

Fund #1030

Total Levy For FY 2016-2017: $1,108,919.86	**Total Amount Collected:** $1,106,922.38
Number of Parcels Subject to Levy: 409	**Delinquent Amount:** $1,997.48
Number of Parcels Delinquent: 1	**Delinquency Rate:** 0.18%

Fund #1031

Total Levy For FY 2016-2017: $1,515.70	**Total Amount Collected:** $1,515.70

Number of Parcels Subject to Levy: 1 **Delinquent Amount:** $0.00
Number of Parcels Delinquent: 0 **Delinquency Rate:** 0.00%

Sacramento County - All Funds

Total Levy For FY 2016-2017: $1,110,435.56 **Total Amount Collected:** $1,108,438.08
Number of Parcels Subject to Levy: 410 **Delinquent Amount:** $1,997.48
Number of Parcels Delinquent: 1 **Delinquency Rate:** 0.18%

San Diego County

Fund #6265-01

Total Levy For FY 2016-2017: $28,066,901.89 **Total Amount Collected:** $27,944,062.09
Number of Parcels Subject to Levy: 7,303 **Delinquent Amount:** $122,839.80
Number of Parcels Delinquent: 32 **Delinquency Rate:** 0.44%

Fund #6265-03

Total Levy For FY 2016-2017: $401,274.85 **Total Amount Collected:** $401,274.85
Number of Parcels Subject to Levy: 110 **Delinquent Amount:** $0.00
Number of Parcels Delinquent: 0 **Delinquency Rate:** 0.00%

San Diego County - All Funds

Total Levy For FY 2016-2017: $28,468,176.74 **Total Amount Collected:** $28,345,336.94
Number of Parcels Subject to Levy: 7,413 **Delinquent Amount:** $122,839.80
Number of Parcels Delinquent: 32 **Delinquency Rate:** 0.43%

San Francisco County

Fund #84

Total Levy For FY 2016-2017: $68,881.88 **Total Amount Collected:** $68,881.88
Number of Parcels Subject to Levy: 16 **Delinquent Amount:** $0.00
Number of Parcels Delinquent: 0 **Delinquency Rate:** 0.00%

San Joaquin County

Fund #72900

Total Levy For FY 2016-2017: $2,909,915.90 **Total Amount Collected:** $2,904,219.00
Number of Parcels Subject to Levy: 1,024 **Delinquent Amount:** $5,696.90
Number of Parcels Delinquent: 4 **Delinquency Rate:** 0.20%

Fund #72910

Total Levy For FY 2016-2017: $14,949.76 **Total Amount Collected:** $14,949.76
Number of Parcels Subject to Levy: 6 **Delinquent Amount:** $0.00
Number of Parcels Delinquent: 0 **Delinquency Rate:** 0.00%

San Joaquin County - All Funds

Total Levy For FY 2016-2017: $2,924,865.66 **Total Amount Collected:** $2,919,168.76
Number of Parcels Subject to Levy: 1,030 **Delinquent Amount:** $5,696.90
Number of Parcels Delinquent: 4 **Delinquency Rate:** 0.19%

San Mateo County

Fund #C06 F12

Total Levy For FY 2016-2017: $338,291.06 **Total Amount Collected:** $338,291.06
Number of Parcels Subject to Levy: 71 **Delinquent Amount:** $0.00
Number of Parcels Delinquent: 0 **Delinquency Rate:** 0.00%

Santa Clara County

Fund #994

Total Levy For FY 2016-2017: $13,037.78 **Total Amount Collected:** $13,037.78
Number of Parcels Subject to Levy: 3 **Delinquent Amount:** $0.00
Number of Parcels Delinquent: 0 **Delinquency Rate:** 0.00%

Fund #995

Total Levy For FY 2016-2017: $1,663,650.56 **Total Amount Collected:** $1,660,288.96
Number of Parcels Subject to Levy: 420 **Delinquent Amount:** $3,361.60
Number of Parcels Delinquent: 1 **Delinquency Rate:** 0.20%

Santa Clara County - All Funds

Total Levy For FY 2016-2017: $1,676,688.34 **Total Amount Collected:** $1,673,326.74
Number of Parcels Subject to Levy: 423 **Delinquent Amount:** $3,361.60
Number of Parcels Delinquent: 1 **Delinquency Rate:** 0.20%

Santa Cruz County

Fund #405000

Total Levy For FY 2016-2017: $137,262.96 **Total Amount Collected:** $137,262.96
Number of Parcels Subject to Levy: 33 **Delinquent Amount:** $0.00
Number of Parcels Delinquent: 0 **Delinquency Rate:** 0.00%

Solano County

Fund #8995

Total Levy For FY 2016-2017: $13,654.54 **Total Amount Collected:** $13,654.54
Number of Parcels Subject to Levy: 4 **Delinquent Amount:** $0.00
Number of Parcels Delinquent: 0 **Delinquency Rate:** 0.00%

Fund #8998

Total Levy For FY 2016-2017: $1,701,755.36 **Total Amount Collected:** $1,690,696.73
Number of Parcels Subject to Levy: 542 **Delinquent Amount:** $11,058.63
Number of Parcels Delinquent: 3 **Delinquency Rate:** 0.65%

Solano County - All Funds

Total Levy For FY 2016-2017: $1,715,409.90 **Total Amount Collected:** $1,704,351.27
Number of Parcels Subject to Levy: 546 **Delinquent Amount:** $11,058.63
Number of Parcels Delinquent: 3 **Delinquency Rate:** 0.64%

Sonoma County

Fund #94000

Total Levy For FY 2016-2017: $255,091.98	**Total Amount Collected:** $251,104.00
Number of Parcels Subject to Levy: 60	**Delinquent Amount:** $3,987.98
Number of Parcels Delinquent: 1	**Delinquency Rate:** 1.56%

Stanislaus County [6]

Fund #64075

Total Levy For FY 2016-2017: $2,573,091.79	**Total Amount Collected:** $2,563,478.98
Number of Parcels Subject to Levy: 1,015	**Delinquent Amount:** $9,612.81
Number of Parcels Delinquent: 6	**Delinquency Rate:** 0.37%

Fund #64076

Total Levy For FY 2016-2017: $7,003.80	**Total Amount Collected:** $7,003.80
Number of Parcels Subject to Levy: 4	**Delinquent Amount:** $0.00
Number of Parcels Delinquent: 0	**Delinquency Rate:** 0.00%

Stanislaus County - All Funds

Total Levy For FY 2016-2017: $2,580,095.59	**Total Amount Collected:** $2,570,482.78
Number of Parcels Subject to Levy: 1,019	**Delinquent Amount:** $9,612.81
Number of Parcels Delinquent: 6	**Delinquency Rate:** 0.37%

Tehama County

Fund #50050

Total Levy For FY 2016-2017: $4,374.07	**Total Amount Collected:** $4,374.07
Number of Parcels Subject to Levy: 2	**Delinquent Amount:** $0.00
Number of Parcels Delinquent: 0	**Delinquency Rate:** 0.00%

Tulare County

Fund #690

Total Levy For FY 2016-2017: $640,352.60	**Total Amount Collected:** $635,258.37
Number of Parcels Subject to Levy: 272	**Delinquent Amount:** $5,094.23
Number of Parcels Delinquent: 3	**Delinquency Rate:** 0.80%

Ventura County

Fund #1077

Total Levy For FY 2016-2017: $124,647.14	**Total Amount Collected:** $124,647.14
Number of Parcels Subject to Levy: 36	**Delinquent Amount:** $0.00
Number of Parcels Delinquent: 0	**Delinquency Rate:** 0.00%

Fund #1070

Total Levy For FY 2016-2017: $62,669.34	**Total Amount Collected:** $59,234.99
Number of Parcels Subject to Levy: 21	**Delinquent Amount:** $3,434.35
Number of Parcels Delinquent: 1	**Delinquency Rate:** 5.48%

Fund #1076

Total Levy For FY 2016-2017: $25,170.28	**Total Amount Collected:** $25,170.28
Number of Parcels Subject to Levy: 8	**Delinquent Amount:** $0.00
Number of Parcels Delinquent: 0	**Delinquency Rate:** 0.00%

Fund #1071

Total Levy For FY 2016-2017: $503,092.30	**Total Amount Collected:** $496,454.59
Number of Parcels Subject to Levy: 152	**Delinquent Amount:** $6,637.71
Number of Parcels Delinquent: 2	**Delinquency Rate:** 1.32%

Fund #1075

Total Levy For FY 2016-2017: $34,145.82	**Total Amount Collected:** $32,335.28
Number of Parcels Subject to Levy: 11	**Delinquent Amount:** $1,810.54
Number of Parcels Delinquent: 1	**Delinquency Rate:** 5.30%

Fund #1072

Total Levy For FY 2016-2017: $77,034.74	**Total Amount Collected:** $73,781.48
Number of Parcels Subject to Levy: 28	**Delinquent Amount:** $3,253.26
Number of Parcels Delinquent: 2	**Delinquency Rate:** 4.22%

Fund #1073

Total Levy For FY 2016-2017: $936,224.90	**Total Amount Collected:** $933,796.58
Number of Parcels Subject to Levy: 247	**Delinquent Amount:** $2,428.32
Number of Parcels Delinquent: 2	**Delinquency Rate:** 0.26%

Fund #1078

Total Levy For FY 2016-2017: $45,990.74	**Total Amount Collected:** $45,990.74
Number of Parcels Subject to Levy: 15	**Delinquent Amount:** $0.00
Number of Parcels Delinquent: 0	**Delinquency Rate:** 0.00%

Fund #1074

Total Levy For FY 2016-2017: $284,495.62	**Total Amount Collected:** $281,670.30
Number of Parcels Subject to Levy: 93	**Delinquent Amount:** $2,825.32
Number of Parcels Delinquent: 1	**Delinquency Rate:** 0.99%

Ventura County - All Funds

Total Levy For FY 2016-2017: $2,093,470.88	**Total Amount Collected:** $2,073,081.38
Number of Parcels Subject to Levy: 611	**Delinquent Amount:** $20,389.50
Number of Parcels Delinquent: 9	**Delinquency Rate:** 0.97%

Yolo County

Fund #80101

Total Levy For FY 2016-2017: $100,790.76	**Total Amount Collected:** $100,790.76
Number of Parcels Subject to Levy: 32	**Delinquent Amount:** $0.00
Number of Parcels Delinquent: 0	**Delinquency Rate:** 0.00%

All Counties

Total Levy For FY 2016-2017:	$120,536,571.96	**Total Amount Collected:**	$119,839,140.00
Number of Parcels Subject to Levy:	38,367	**Delinquent Amount:**	$697,431.96
Number of Parcels Delinquent:	237	**Delinquency Rate:**	0.58%

Created on: Oct 27, 2017

Original Purchases by Renovate America:	$373,931.93	**Total Number of Parcels Purchased:**	130
Current Amount of Delinquencies Purchased by Renovate America:	$307,928.33	**Current Number of Delinquent Parcels Purchased by Renovate America:**	101

[1] Delinquency data as of 10/26/2017.
[2] 1 of the 10 delinquent parcels is currently on a payment plan.
[3] 2 of the 17 delinquent parcels are currently on a payment plan.
[4] 2 of the 15 delinquent parcels are currently on a payment plan.
[5] 8 of the 84 delinquent parcels are currently on a payment plan.
[6] 1 of the 6 delinquent parcels is currently on a payment plan.

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Item 5.B

Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **Presentation by the Morongo Band of Mission Indians**

Contact: **Robert Martin, Tribal Chairman, Morongo Band of Mission Indians, rmartin@morongo-nsn.gov, (951) 849-4697**

Date: **November 6, 2017**

The purpose of this item is to *inform the Executive Committee of activities undertaken by the Morongo Band of Mission Indians.*

Requested Action:

1. Receive and file.

This item is reserved for a presentation from the Tribal Chairman of the Morongo Band of Mission Indians.

Prior Action:

None.

Fiscal Impact:

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

Attachment:

None.

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Item 5.C

Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **Report from the League of California Cities**

Contact: **Erin Sasse, Regional Public Affairs Manager, League of California Cities, esasse@cacities.org, (951) 321-0771**

Date: **November 6, 2017**

***The purpose of this item is to** inform the Executive Committee of activities undertaken by the League of California Cities.*

Requested Action:

1. Receive and file.

This item is reserved for a presentation from the League of California Cities Regional Public Affairs Manager for Riverside County.

Prior Action:

September 11, 2017: The Executive Committee received and filed.

Fiscal Impact:

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

Attachment:

None.

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Item 5.D

Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **Public Service Fellowship Activities Update**

Contact: **Cynthia Mejia, Staff Analyst, cmejia@wrcog.us, (951) 955-8311**

Date: **November 6, 2017**

***The purpose of this item is to** provide an update on the second round of Public Service Fellows currently working in WRCOG member agencies and to request funding for continuation of the Fellowship Program.*

Requested Actions:

1. Allocate $300,000 from Agency carryover funds for the remainder of the Public Service Fellowship, Round II.
2. Allocate $400,000 from Agency carryover funds for the continuation of the Public Service Fellowship, with Round III commencing in January 2018.

In partnership with higher education institutions, WRCOG developed and launched a Public Service Fellowship Program that provides local university graduates with career opportunities within local governments and agencies in a way that is mutually beneficial to both the Fellow and the Agency.

Background

In February 2016, the Executive Committee approved the creation of a one-year pilot Public Service Fellowship Program, to be administered by WRCOG in Western Riverside County, in partnership with the University of California, Riverside (UCR), and California Baptist University (CBU). The goal of this Program is to retain local students to fulfill the subregion's need for a robust public sector workforce and to combat the often-mentioned "brain drain" that Riverside County experiences when local students graduate but then leave the region to seek full-time employment elsewhere. The Fellowship Program is geared towards students graduating from UCR and CBU to engage them in career opportunities with local governments and agencies in a way that is mutually beneficial to both the Fellows and the agency.

WRCOG is responsible for general Program administration and oversight, maintaining employment of the Fellows, soliciting interest from local government agencies and coordinating payment of Fellowship stipends. UCR and CBU are responsible for soliciting interest from students, reviewing applications and conducting interviews, recommending local government agency placements, and communicating regularly with Fellows. WRCOG, UCR, and CBU also provide ongoing training to Fellows on career readiness and other theoretical topics during regular Networking Sessions to support their hands-on work experience. A representative from each University serves as an "advisor" to answer questions from the Fellows or host agencies, monitor the Fellows' performance, handle HR-related issues or complaints in collaboration with WRCOG, and provide needed support to ensure that the Fellowship placement is successful.

Program Update

Round I of the Fellowship placed 14 Fellows in member agencies, and to staff's knowledge to date, nearly all are gainfully employed with at least eight working for public agencies in Riverside County. Based on widespread success of Round I and remaining funding, WRCOG launched a second round of the Fellowship Program, with 19 Fellows (eleven from UCR and eight from CBU) placed in WRCOG member jurisdictions. Round II Fellows are currently in the fifth month of their Program. WRCOG has held three Networking Sessions for the Fellows to-date. The June 2017 session featured presentations on the role of city managers and possible routes to city management from Eastvale City Manager, Michelle Nissen, and Corona City Manager, Darrell Talbert. In July 2017, the Fellows underwent a rigorous "legislative 101" crash-course from the League of California Cities Regional Public Affairs Manager, Erin Sasse. In August 2017, City of Riverside Police Chief, Sergio Diaz and Fire Chief Michael Moore presented on the role of municipal public safety departments and the programs they administer other than emergency response.

On Thursday, October 26, 2017, the Fellows participated on a bus tour of the subregion. Throughout the bus tour, Fellows visited several member jurisdictions and heard from subject-matter experts on economic development, transportation and transit, air quality, community gardening and planning, and other policy areas. Tour stops included Downtown Riverside, the Corona Transit Center, Lake Elsinore La Laguna Boat Launch, Perris Green City Farm, and Skechers facility in Moreno Valley.

Effort to Expand to Cal State San Bernardino: Staff is in the process of building a relationship with California State University, San Bernardino (CSUSB) in an effort to diversify the institutions contributing to the Program. Staff acknowledges the great benefit that CSUSB provides to subregion and intends to create a pathway for CSUSB graduates to participate in the Fellowship Program as well.

Fellow Activity: Fellows have been working on a wide range of projects including event coordination, policy analysis and legislative tracking. A few specific tasks they have been working on include general plan updates, communications and social media content management, grant writing, ordinance development, and budget research. Jurupa Valley's Fellow, Michelle Holguin, was recently featured in WRCOG's September 2017 eCommunicator (Attachment 1) for her participation at Riverside's Homelessness Faith Summit. At the summit, Ms. Holguin provided a presentation to over 150 community leaders on what Jurupa Valley is doing to tackle the challenges relating to homelessness.

One-on-One Meetings: Throughout the month of September, staff met individually with each Fellow to check-in on their Fellowship experiences to-date. Staff will soon begin to meet with host agency supervisors over the next few months to obtain further feedback on the Program.

Continuation of Funding for Fellowship

Round II: At the launch of the Fellowship Program in February 2016, staff was directed by the Executive Committee to allocate $400,000 from Agency carryover funds, which would cover the first round of the Program and partially cover the second round. Staff was directed to return to the Executive Committee as these funds were exhausted, to request a continuation of funds for the second round and subsequent rounds of the Fellowship Program, which is the purpose of this item.

Based on the success of the Fellowship Program thus far and the desire from members to continue, staff is seeking approval for the allocation of an additional $300,000 from Agency carryover funds to fully fund the remaining portion of the second round. During discussion with the Administration & Finance Committee on October 11 and Technical Advisory Committee on October 19, Committee members expressed positive support for the Fellowship Program and recommended the Executive Committee allocate $300,000 to complete Round II.

Subsequent Rounds: Staff is also seeking approval for the allocation of an additional $400,000 for additional rounds of the Fellowship, which the Administration & Finance Committee also supported on October 11 and the Technical Advisory Committee supported on October 19. If approved by the Executive Committee, Round III of the Fellowship would commence in January 2018 with up to 25 Fellows starting work in their host agencies in July 2018. This request for funding includes a 10% portion of the budget dedicated for expenses associated with administering and operating the Program.

Prior Actions:

October 19, 2017:	The Technical Advisory Committee, due to lack of quorum, proclaimed support for the continuation of the Fellowship for subsequent rounds.
October 11, 2017:	The Administration & Finance Committee 1) recommended that the Executive Committee allocate $300,000 from Agency carryover funds for the remainder of the Public Service Fellowship, Round II; 2) recommended that the Executive Committee allocate $400,000 from Agency carryover funds for the continuation of the Public Service Fellowship, with Round III commencing in January 2018.

Fiscal Impact:

Activities for the Fellowship Program are included in the Agency's adopted FY 2017/2018 Budget under the Government Relations Department. A total of $400,000 in FY 2015/2016 Agency carryover funds have been allocated to the creation of the Fellowship Program. $700,000 is being requested for allocation from the FY 2016/2017 Agency carryover funds.

Attachment:

1. Fellow Feature in September 2017 eCommunicator.

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Item 5.D

Public Service Fellowship Activities Update

Attachment 1

Fellow Feature in September 2017 eCommunicator

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Fellow Feature: Spotlight on Jurupa Valley

The WRCOG Public Service Fellowship is pleased to feature Michelle Holguin, Fellow for the City of Jurupa Valley, for her outstanding presentation at the City of Riverside's Faith Summit earlier this month. The Faith Summit was a tri-city collaboration between Riverside, Corona, and Jurupa Valley as they attempt to address growing concerns with homelessness. Northwest Riverside County jurisdictions were recently awarded a BEYOND grant to help fund efforts aimed at addressing homelessness in their jurisdictions. At the event, Michelle provided an update to more than 200 non-profit, elected official, and faith-based leaders on how Jurupa Valley is working to combat this challenge.

Michelle is a Master's of Public Health candidate at California Baptist University and hopes to use her experience as a Fellow to further public health administration and policy in Riverside County after her Fellowship concludes in March 2018.

Learn More

How Technology is Helping Bring the Cost of Land Conservation Down

RCHCA and other conservation land managers continually work to control non-native weeds from displacing native Californian wildflowers and animals that depend on them for food, including the Stephen's kangaroo rat (SKR). Currently, land managers depend on labor intensive walking surveys to identify new growth of weeds, which results in the weeds being well established and difficult to eradicate by the time they are detected.

Searching for a faster and less expensive method, RCHCA researched advances in

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