



Western Riverside Council of Governments Technical Advisory Committee

AGENDA

**Thursday, November 21, 2019
9:30 a.m.**

**Western Riverside Council of Governments
Citrus Tower
3390 University Avenue, Suite 450
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 Technical Advisory Committee meeting, please contact WRCOG at (951) 405-6703. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility at the meeting. In compliance with Government Code Section 54957.5, agenda materials distributed within 72 hours prior to the meeting which are public records relating to an open session agenda item will be available for inspection by members of the public prior to the meeting at 3390 University Avenue, Suite 450, Riverside, CA, 92501.

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

- 1. CALL TO ORDER (Chris Lopez, Chair)**
- 2. SELF INTRODUCTIONS**
- 3. PLEDGE OF ALLEGIANCE**
- 4. PUBLIC COMMENTS**

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

5. MINUTES

- A. **Summary Minutes from the September 19, 2019, Technical Advisory Committee Meeting are Available for Consideration.** **P. 1**

Requested Action: 1. *Approve the Summary Minutes from the September 19, 2019, Technical Advisory Committee meeting.*

6. CONSENT CALENDAR

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

- A. **Finance Department Activities Update** **Andrew Ruiz** **P. 5**

Requested Action: 1. *Receive and file.*

- B. **WRCOG Committees and Agency Activities Update** **Chris Gray** **P. 11**

Requested Action: 1. *Receive and file.*

- C. **Western Riverside Energy Partnership Program Activities Update** **Anthony Segura** **P. 25**

Requested Action: 1. *Receive and file.*

- D. **Regional Housing Needs Assessment Methodology Activities Update** **Chris Gray** **P. 67**

Requested Action: 1. *Receive and file.*

- E. **SoCal AltCar Conference, Expo, and Ride & Drive Recap** **Kyle Rodriguez** **P. 71**

Requested Action: 1. *Receive and file.*

- F. **California Clean Air Day Activities Recap** **Rayza Sison** **P. 75**

Requested Action: 1. *Receive and file.*

- G. **1st Quarter Draft Budget Amendment for Fiscal Year 2019/2020** **Andrew Ruiz** **P. 81**

Requested Action: 1. *Recommend that the Executive Committee approve the 1st Quarter Draft Budget Amendment for Fiscal Year 2019/2020.*

H.	Regional Energy Network Development Activities Update	Anthony Segura	P. 95
	<u>Requested Action:</u> 1. Receive and file.		
I.	AB 1236 Guidebook and Activities Update	Ani Dhruva	P. 105
	<u>Requested Action:</u> 1. Receive and file.		
J.	Grant Writing Assistance Program Update	Chris Gray	P. 107
	<u>Requested Action:</u> 1. Receive and file.		
K.	Western Community Energy Activities Update	Barbara Spoonhour	P. 111
	<u>Requested Action:</u> 1. Receive and file.		
L.	Emergency Medical Care Committee Meeting Update	Gary Nordquist	P. 113
	<u>Requested Action:</u> 1. Receive and file.		
M.	Approval of Technical Advisory Committee 2020 Meeting Schedule	Rick Bishop	P. 119
	<u>Requested Action:</u> 1. Approve the Schedule of Technical Advisory Committee meetings for 2020.		

7. REPORTS / DISCUSSION

A.	Report from the League of California Cities	Erin Sasse, League of California Cities	P. 121
	<u>Requested Action:</u> 1. Receive and file.		
B.	Santa Ana Municipal Separate Storm Sewer System (MS4) Permit Compliance Program Update	Darcy Kuenzi, Riverside County Flood Control	P. 125
	<u>Requested Action:</u> 1. Receive and file.		
C.	Southern California Edison Public Safety Power Shutoff Program	Jeremy Goldman, Southern California Edison	P. 127
	<u>Requested Action:</u> 1. Receive and file.		
D.	2020 Census Update – Report from Riverside County	Jason Farin, Riverside County Executive Office	P. 141
	<u>Requested Action:</u> 1. Receive and file.		

E. TUMF Nexus Study Principles and Goal Discussion *Chris Gray, WRCOG* P. 143

Requested Action: 1. *Discuss and provide input.*

F. Alternative Compliance Program Activities Update *Christopher Tzeng, WRCOG* P. 147

Requested Action: 1. *Receive and file.*

G. Regional Streetlight Program Activities Update *Daniel Soltero, WRCOG* P. 175

Requested Action: 1. *Receive and file.*

8. REPORT FROM THE EXECUTIVE DIRECTOR Rick Bishop

9. ITEMS FOR FUTURE AGENDAS Members

10. GENERAL ANNOUNCEMENTS Members

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

11. NEXT MEETING: The Technical Advisory Committee is DARK during the month of December. The next Technical Advisory Committee meeting is scheduled for Thursday, January 16, 2020, at 9:30 a.m., at WRCOG's office located at 3390 University Avenue, Suite 450, Riverside.

12. ADJOURNMENT

1. CALL TO ORDER

The meeting of the Technical Advisory Committee was called to order at 9:30 a.m. by Chair Chris Lopez at WRCOG's office, Citrus Conference Room.

2. ROLL CALL

Members present:

Doug Schultz, City of Banning
Christina Taylor, City of Beaumont
Chris Mann, City of Canyon Lake
Michele Nissan, City of Corona
Ernie Reyna, City of Eastvale
Chris Lopez, City of Hemet, Chair
Jason Simpson, City of Lake Elsinore
Allen Brock, City of Moreno Valley (9:37 a.m. arrival)
Jeff Murphy, City of Murrieta
Andy Okoro, City of Norco
Al Zelinka, City of Riverside (9:34 a.m. arrival)
Rob Johnson, City of San Jacinto
Greg Butler, City of Temecula (9:36 a.m. arrival)
Gary Nordquist, City of Wildomar
Danielle Coats, Eastern Municipal Water District
Mathew Evans, March Joint Powers Authority
Floyd Velasquez, Morongo Band of Mission Indians (9:39 a.m. arrival)

Staff present:

Steve DeBaun, Legal Counsel
Rick Bishop, Executive Director
Barbara Spoonhour, Deputy Executive Director - Operations
Andrew Ruiz, Interim Chief Financial Officer
Chris Gray, Director of Transportation & Planning
Casey Dailey, Director of Energy & Environmental Programs
Tyler Masters, Program Manager
Anthony Segura, Staff Analyst
Rachel Singer, Staff Analyst
Ivana Medina, Staff Analyst
Justin White, Staff Analyst
Suzy Nelson, Administrative Assistant
Natalie Ikhata, Intern

Guests present:

AJ Wilson, ICCMA
Arnold San Miguel, Southern California Association of Governments (SCAG)
Darren Chidsey, SCAG
Titu Asghar, Morongo Band of Mission Indians

3. PLEDGE OF ALLEGIANCE

Chair Chris Lopez led members and guests in the Pledge of Allegiance.

4. PUBLIC COMMENTS

There were no public comments.

5. MINUTES (EMWD / Beaumont) 12 yes; 0 no; 1 abstain; Item 5.A was approved. The City of San Jacinto abstained. The Cities of Calimesa, Corona, Jurupa Valley, Menifee, Moreno Valley, Perris, Riverside and Temecula, County of Riverside and Western Municipal Water District were not present.

A. Summary Minutes from the July 18, 2019, Technical Advisory Committee Meeting are Available for Consideration.

Action: 1. Approved the Summary Minutes from the July 18, 2019, Technical Advisory Committee meeting.

6. CONSENT CALENDAR (Wildomar / Canyon Lake) 13 yes; 0 no; 0 abstain; Items 6.B thru 6.E were approved. The Cities of Calimesa, Corona, Jurupa Valley, Menifee, Moreno Valley, Perris, Riverside and Temecula, County of Riverside and Western Municipal Water District were not present.

A. Finance Department Activities Update

Committee member Todd Parton pulled this item for clarification and requested a breakdown of the departmental budget.

Andrew Ruiz indicated that he will get that information and send it to the Committee.

Action: 1. Received and filed.

B. WRCOG Committees and Agency Activities Update

Action: 1. Received and filed.

C. Regional Streetlight Program Activities Update

Action: 1. Received and filed.

D. Western Riverside Energy Partnership Program Activities Update

Action: 1. Received and filed.

E. International City / County Management Association Activities Update

Action: 1. Received and filed.

8. REPORTS / DISCUSSION

A. Connect SoCal

Darren Chidsey reported on Southern California Association of Governments' (SCAG) long-range, multi-generational, land use and transportation plan known as a Regional Transportation Plan (RTP) or a Sustainable Community Strategy (SCS). Every four years, each Metropolitan Planning Organization in California is required to prepare an RTP/SCS, which includes lists of roadway and transit projects

developed through input of SCAG's member agencies. As a part of the RTP/SCS, it will also include strategies designed to reduce the impacts of future projects and development in the region.

Mr. Chidsey shared examples of scenario development over a 25-year time frame on how the transportation and transit change will affect the region, as well as the goals of the RTP/SCS.

SCAG has held a series of workshops to gather input from local agencies and the public to develop a draft RTP/SCS. After the draft RTP/SCS is developed, it is due to be released for public comment in December 2019 with the adoption of the final Plan in April 2020.

Action: 1. *Received and filed.*

B. PACE Program Activities Update: Commercial PACE Update and Renovate America Stipulated Judgement

Casey Dailey reported on the Commercial PACE Program (C-PACE). On August 16, 2019, staff attended the ground-breaking ceremony for Truax Hotel, located in the Old Town Temecula. The Truax Hotel is utilizing C-PACE financing in an amount exceeding \$29,000,000. This is the largest C-PACE project to date by the WRCOG PACE Program and staff believes this is the largest project in the State. The hopes are this project will begin to attract private investment into the subregion and be used as a showcase for member agencies as an economic development incentive.

Mr. Dailey provided an overview of the current undertaking into Renovate America's Stipulated Judgement. The District Attorney reached an agreement with Renovate America and has 120 days to implement the various requirements. Staff has met with the District Attorney to discuss and gain understanding and perspective on the stipulated judgement, as well as the required implementation of requirements.

At the September Executive Committee meeting, staff provided an update on the stipulated judgment and formed an Ad Hoc Committee comprised of members from the Cities of Banning, Jurupa Valley, Moreno Valley, Murrieta, and Norco. The purpose of the Committee is to meet monthly over the next four months and to review the implementation of the requirements.

WRCOG plans to provide updates to the Program Report, Consumer Protections, and other Program revisions to the Committee. WRCOG will also require its other residential PACE Program providers to implement these actions.

Action: 1. *Received and filed.*

C. Public Service Fellowship Activities Update

Chris Gray reported on the current planning and preparation of the fifth round of WRCOG's Public Service Fellowship Program. Recruitment is currently underway scheduled for fall 2019 through early 2020. Staff is requesting to convene a Fellowship Ad Hoc Committee to vet any recommended programmatic adjustments. Staff anticipates that this Ad Hoc Committee would meet two to three times via conference call or in-person. Past Committee members shared their experience and praised the Program as a whole.

Action: 1. *Representatives from the Cities of Banning, Canyon Lake, Lake Elsinore, and San Jacinto, and the Eastern Municipal Water District volunteered to participate in an Ad Hoc Committee for the fifth round of the Fellowship Program.*

D. Regional Housing Needs Assessment Methodology Update

Christopher Gray reported on the Regional Housing Needs Assessment (RHNA) methodology options that have been released by the Southern California Association of Governments (SCAG). Each local

jurisdiction in California is required to adopt a Housing Element as a part of its General Plan that shows how each city plans to meet its housing needs. SCAG is currently preparing for its 6th RHNA Cycle, which covers the planning period from October 2021 through October 2029.

Per state housing law, the RHNA distribution methodology must distribute existing and projected housing needs. Over the past several months, SCAG has engaged its RHNA Subcommittee to evaluate factors to consider in the RHNA methodology. Based on the Subcommittee's direction, SCAG staff has compiled three methodology options which would distribute housing needs throughout the region. Mr. Gray provided a brief overview of the three options and staff's perspective of each.

SCAG is appealing the allocation as determined by the California Department of Housing and Community Development. If any jurisdictions wish to submit comments, they should do so by the deadline of September 13, 2019. WRCOG will be submitting a comment letter to SCAG outlining general concerns with the 6th RHNA Cycle.

Action: 1. *Received and filed.*

E. Grant Writing Assistance Program Update

Chris Gray reported on the current activities of the Grant Writing Assistance Program. The Program has helped secure over \$35 million in funding for WRCOG's member agencies. This Program focuses on a few select grant opportunities to allow growth in the future based on success rates, feedback from users, and funding availability. Infrastructure grant opportunity assistance is not part of the Program.

Some jurisdictions have reached out to ask for assistance occasionally on grants not eligible for direct assistance on the grant application development. Staff has been able to connect the jurisdiction with the appropriate consultant to ensure the proposed project fits with the identified opportunity.

Action: 1. *Received and filed.*

9. REPORT FROM THE EXECUTIVE DIRECTOR

Rick Bishop reported on WRCOG's Podcast. Currently, there are approximately 21 completed podcasts. City Managers were invited to share in a Podcast what issues and events their jurisdiction is facing.

The 14th Annual SoCal AltCar will be October 16, 2019, from 9:00 a.m. to 3:00 p.m.

10. ITEMS FOR FUTURE AGENDAS

There were no items for future agendas.

11. GENERAL ANNOUNCEMENTS

Committee member Al Zelinka shared that the City of Riverside is hosting an event on Homelessness on October 23, 2019, at the Riverside Convention Center. There will be guest speakers and round tables.

Committee member Rob Johnson shared that the City of San Jacinto will be having its State of the City on Thursday, October 26, 2019, at 8:30 a.m.

12. NEXT MEETING

The next Technical Advisory Committee meeting is scheduled for Thursday, October 17, 2019, at 9:30 a.m., at WRCOG's office located at 3390 University Avenue, Suite 450, Riverside.

13. ADJOURNMENT

The meeting of the Technical Advisory Committee adjourned at 10:39 a.m.



Western Riverside Council of Governments

Technical Advisory Committee

Staff Report

Subject: Finance Department Activities Update

Contact: Andrew Ruiz, Chief Financial Officer, aruiz@wrcog.us, (951) 405-6741

Date: November 21, 2019

The purpose of this item is to provide an update on the Fiscal Year (FY) 2018/2019 Agency Audit and the Agency Financial Report summary through September 2019.

Requested Action:

1. Receive and file.

FY 2018/2019 Agency Audit

WRCOG's annual Agency Interim Audit was completed on June 12, 2019. WRCOG utilizes the services of the audit firm Rogers, Anderson, Malody, and Scott, LLP (RAMS) to conduct its financial audit. The first visit is known as the "interim" audit, which involves preliminary audit work that is conducted prior to fiscal year end. The interim audit tasks are conducted in order to compress the period needed to complete the final audit after fiscal year end. In late September, RAMS returned to finish its second round, which is known as "fieldwork." The final Comprehensive Annual Financial Report (Report) is expected to be issued by the end of November 2019. The draft Report will be provided to the Finance Directors Committee as soon as it is received so that the Committee members can provide comments. Once comments from the Finance Directors are received, staff will present the Report to the Administration & Finance Committee in December 2019, with the Executive Committee receiving the report no later than at its January 2020 meeting.

Financial Report Summary Through September 2019

The Agency Financial Report summary through September 2019, a monthly overview of WRCOG's financial statements in the form of combined Agency revenues and costs, is provided as Attachment 1.

Prior Action:

November 13, 2019: The Administration & Finance Committee received and filed.

Fiscal Impact:

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

Attachment:

1. Financial Report summary – September 2019.

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Item 6.A

Finance Department Activities Update

Attachment 1

Financial Report summary – September 2019

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Western Riverside Council of Governments
Monthly Budget to Actuals
For the Month Ending September 30, 2019

Total Agency			
Revenues	Approved Budget 6/30/2020	Thru Actual 9/30/2019	Remaining Budget 6/30/2020
Member Dues	\$ 311,410	311,410	-
PACE Residential Revenue	212,500	50,559	161,941
Statewide HERO Revenue	570,000	150,837	419,163
PACE Residential Recording Rev	111,800	29,985	81,815
Statewide HERO Recording fee Rev	441,200	98,197	343,003
Regional Streetlights Revenue	187,511	194,512	(7,001)
NW Clean Cities - Member Dues	128,000	154,600	(26,600)
Solid Waste	107,313	112,970	(5,657)
Statewide Used Oil Grant Revenue	377,654	377,654	-
CAP Grant Revenue	125,000	2,686	122,314
TUMF Admin Commerical	47,284	30,947	16,337
TUMF Admin Retail	109,687	22,779	86,908
TUMF Admin Industrial	502,285	78,996	423,289
TUMF Admin Single Family	1,121,669	148,518	973,151
TUMF Admin Multi-Family	199,074	81,893	117,181
Commerical/Service	1,134,806	742,728	392,078
Retail	2,632,497	546,696	2,085,801
Industrial	12,054,852	1,895,904	10,158,948
Single Family	26,920,065	3,564,432	23,355,633
Multi-Family	4,777,779	1,965,432	2,812,347
Total Revenues & Carryover	55,365,007	10,561,735	44,803,272
Overhead Transfer In	1,996,602	473,334	1,523,268
Total Revenues & Overhead	57,361,609	11,035,069	46,326,540
Expenses	Approved Budget 6/30/2020	Thru Actual 9/30/2019	Remaining Budget 6/30/2020
Salaries & Wages - Fulltime	\$ 1,956,159	457,815	1,498,344
Fringe Benefits	628,266	157,071	471,195
CalPERS OPEB Paydown	200,000	184,103	15,897
Overhead Allocation	1,893,320	473,334	1,419,986
General Legal Services	387,000	130,416	256,584
Audit Svcs - Professional Fees	30,500	700	29,800
Bank Fees	38,512	7,327	31,185
Commissioners Per Diem	62,500	5,150	57,350
Office Lease	465,000	81,542	383,458
WRCOG Auto Fuels Expenses	1,500	280	1,220
Parking Validations	10,000	3,555	6,445
Coffee and Supplies	2,500	893	1,607
Event Support	182,283	59,058	123,225
Program/Office Supplies	22,263	4,209	18,054
Computer Equipment/Supplies	4,500	2,274	2,226
Computer Software	86,500	57,092	29,408
Rent/Lease Equipment	30,000	4,053	25,947
Membership Dues	32,500	2,620	29,880
Subscription/Publications	2,250	575	1,675

Meeting Support Services	10,698	41	10,657
Postage	5,600	1,254	4,346
Other Expenses	1,250	150	1,100
Storage	10,000	3,752	6,248
COG HERO Share Expenses	10,000	1,020	8,980
Printing Services	7,500	567	6,933
Communications - Regular Phone	16,000	3,811	12,189
Communications - Cellular Phones	17,500	2,924	14,576
Communications - Computer Services	57,500	8,465	49,035
Communications - Web Site	8,000	5,650	2,350
Equipment Maintenance - General	10,000	2,904	7,096
Insurance - Gen/Busi Liab/Auto	92,500	87,748	4,752
Recording Fee	254,339	40,240	214,099
Seminars/Conferences	11,825	360	11,465
General Assembly Expenses	300,000	1,702	298,298
Travel - Mileage Reimbursement	19,500	1,974	17,526
Travel - Ground Transportation	5,160	261	4,899
Travel - Airfare	12,250	812	11,438
Lodging	7,630	728	6,902
Meals	8,250	883	7,367
Other Incidentals	6,600	382	6,218
Training	9,250	3,099	6,151
Supplies/Materials	21,850	74	21,776
Advertising Media - Newspaper Ad	10,000	1,020	8,980
Advertisement Radio & TV Ads	72,000	10,800	61,200
Consulting Labor	2,291,999	531,584	1,760,415
TUMF Project Reimbursement	45,000,000	10,303,380	34,696,620
Total Expenses	\$ 54,955,554	12,647,652	42,367,902



Western Riverside Council of Governments

Technical Advisory Committee

Staff Report

Subject: WRCOG Committees and Agency Activities Update

Contact: Chris Gray, Director of Transportation & Planning, cgray@wrcog.us, (951) 405-6710

Date: November 21, 2019

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

Requested Action:

1. Receive and file.

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

Prior Actions:

November 14, 2019: The Public Works Committee received and filed.

November 14, 2019: The Planning Directors Committee received and filed.

November 4, 2019: The Executive Committee received and filed.

Fiscal Impact:

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

Attachment:

1. Summary recaps from October Committee meetings.

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Item 6.B

WRCOG Committees and Agency
Activities Update

Attachment 1

Summary recaps from October
Committee meetings

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**Western Riverside Council of Governments
Executive Committee
Meeting Recap
October 7, 2019**

Following is a summary of key items discussed at the last Executive Committee meeting. To review the full agenda and staff reports for all items, please click [here](#). To review the meetings PowerPoint presentation, please click [here](#).

Western Riverside Energy Partnership Program Partnership Approved

- The Executive Committee approved a public-private partnership to develop bid packets for Southern California Edison's solicitations for public sector energy programs.

Personnel Policies and Procedures Amended

- The Executive Committee adopted the Amended Personnel Policies and Procedures to include language on processes to be undertaken when a job-related vehicle incident occurs.

MOU approved for TUMF Revenue Disbursement

- The Executive Committee approved an updated MOU which revises the process by which WRCOG provides funding to the Riverside Conservation Agency (RCA) and clarifies the process by which RCA's percentage of TUMF is allocated.

First Amendment to PSA Approved

- The Executive Committee approved a multi-year contract for continued Information Technology and Audio / Visual services to the Agency.

PACE Update

- The Executive Committee deferred the judicial foreclosure proceedings on delinquent residential parcels of the 2018/2019 Tax Year and assigned WRCOG's collection rights to a third party for 630 delinquent parcels.
- The Executive Committee approved a Purchase and Sale Agreement for the purchase of delinquent assessment receivables.

RHNA Update

- Staff provided an update that the Southern California Association of Government's Regional Housing Needs Assessment (RHNA) subcommittee met on October 7, 2019.
- The RHNA subcommittee voted to move forward with Option 4, a newer option prepared by SCAG which allocates a total of 180,069 units to the WRCOG region for the 2021 – 2029 planning period. The subcommittee motioned to take Option 4 to the Community, Economic, and Human Development (CEHD) Committee on October 21, 2019.
- The Regional Council will discuss RHNA on November 7, 2019 at SCAG's LA office.
- WRCOG will provide updates as needed.

Public Service Fellowship Update

- WRCOG's Public Service Fellowship Program is now in its fourth round. Round IV Fellows have been invited to present a project assigned to one of WRCOG's policy committees. Presentations are tentatively scheduled to take place in late 2019 / early 2020.
- Planning and preparation for the fifth round of the Fellowship Program is currently underway with recruitment scheduled for fall 2019 through early 2020.

CALPERS Unfunded Accrued Liability Update

- Per the most recent actuarial valuation, WRCOG's pension plan is approximately 76% funded.
- Staff was directed by the Administration & Finance Committee to establish a Section 115 trust with PARS for WRCOG's Unfunded Accrued Liability in the amount of \$1M.

TUMF Program Update

- The TUMF Program has collected over \$63 million dollars in the 2018/2019 Fiscal Year. This is one of the highest since the inception of the Program in 2003.
- The Program is currently providing funding to approximately 50 projects across the region.
- The online TUMF Collection Portal will soon be accessible and will provide developers the option to pay TUMF electronically. Staff will be following up with each member agency to discuss the portal and answer any outstanding questions.

Executive Director's Contract Extended

- The Executive Director's employment contract has been extended to September 16, 2022.

Next Meeting

The next Executive Committee meeting is scheduled for Monday, November 4, 2019, at 2:00 p.m., at the County of Riverside Administrative Center, 1st Floor Board Chambers.



Western Riverside Council of Governments
Administration & Finance Committee
Meeting Recap
October 9, 2019

Following is a summary of key items discussed at the last Administration & Finance Committee meeting. To review the full agenda and staff reports, please click [here](#). To review the meeting PowerPoint presentation, please click [here](#).

PACE Programs Activity Update

- Staff provided an overview of refunding WRCOG PACE bonds. Over the coming months, staff will work with PACE partners to prepare an offering statement and will return to the Admin & Finance Committee with a complete overview of the proposed bond refunding plan.
- Previous territory that was exclusive to other PACE providers under the CSCDA Open PACE Program became available for Renovate America to compete in. WRCOG is authorizing Renovate America to use a different bond issuer for projects completed outside the HERO and California HERO Programs.
- Renovate America has agreed to compensate WRCOG with a 0.25% fee based on the principal amount of all new PACE assessments levied in new jurisdictions as well as amend the previous agreement that covered territories in Los Angeles County.
- The committee recommended that the Executive Committee approve and authorize the Executive Director to execute First Amendment to WRCOG HERO Program and California HERO Program Administration Agreement and Addendum No. 2 to the WRCOG HERO Program and California HERO Program Administration Agreement.

TUMF Construction Cost Index Adjustment

- The Construction Cost Index (CCI) is an administrative element of the TUMF Program that is intended to keep the dollar value of the TUMF Program whole. Each year, staff is required to bring CCI adjustment information to the WRCOG committee structure.
- Per the recommendation of the PWC and TAC Committees, the Administration & Finance Committee recommended the Executive Committee implement the TUMF CCI adjustment with a single-family residential phase-in and no increase to the retail fee.

Land Use Type	Units	July 1, 2020 TUMF (with CCI)	January 1, 2021 TUMF (with CCI)
Single-Family Residential	DU	\$ 9,478	\$ 9,810
Multi-Family Residential	DU	\$ 6,389	\$ 6,389
Retail	SF	\$ 7.50	\$ 7.50
Service	SF	\$ 4.75	\$ 4.75
Industrial	SF	\$ 1.81	\$ 1.81

Experience Subregional Innovation Center

- Consultants from the Network for Global Innovation (NGIN) provided an update on Phase II of the Experience Subregional Innovation Center where they completed a four-stage plan including: (1) Concept Refinement and Review, (2) Discovery and Socialization, (3) Funding Development Plan, and an (4) Organization and Action Plan.

- A core component of the Experience Subregional Innovation Center is the hub-and-spoke model, which would establish a regional framework for leveraging resources and facilitate participation of all interested parties across the region.
- Looking forward, NGIN consultants will be largely focused on forging relations with others committed to the hub-and-spoke model and seeking funding for moving forward.

Next Meeting

The next Administration & Finance Committee meeting is scheduled for Wednesday, November 13, 2019, at 12:00 p.m. in WRCOG's office, located at 3390 University Avenue, Suite 450, Riverside.



**Western Riverside Council of Governments
Planning Directors Committee
Meeting Recap
October 10, 2019**

Following is a summary of key items discussed at the last Planning Directors Committee meeting. To review the full agenda and staff reports, please click [here](#). To review the meeting PowerPoint presentation, please click [here](#).

Connect SoCal Presentation

- Arnold San Miguel, Regional Affairs Officer from SCAG, provided an update on Connect SoCal Development, which is SCAG's long-range RTP/SCS for 2020-2045.
- SCAG is preparing a draft RTP/SCS, which is scheduled to be distributed for public comment in November 2019, pending approval from the SCAG Regional Council. The RTP/SCS is scheduled for adoption in May 2020.
- The RTP/SCS will focus on the challenges the southern California region faces, such as improving coordination of land use and transportation planning, improving mobility options and accessibility, and analyzing the effectiveness of transportation investments.

RHNA Methodology Update

- SCAG developed three RHNA allocation methodologies and received hundreds of comments from member agencies, COGs, and other stakeholders. Based on the comments provided, a fourth option was developed.
- The new methodology option is a hybrid that incorporates elements of previous options and considers regional jobs accessibility. SCAG's RHNA Subcommittee approved this new option to be forwarded to the October 21st meeting of the SCAG's Community, Economic, and Human Development Committee and the November 7th meeting of the Regional Council.
- WRCOG staff will be conducting a detailed review of the various methodologies prior to the November 7th meetings, meet with the San Bernardino Council of Governments to develop a joint approach, meet with other COGs to discuss concerns, and continue to provide information to WRCOG member jurisdictions.

Resilient IE Update

- Project consultants provided an update on Resilient IE, the toolkit intended to fortify the region's transportation infrastructure against climate adaptation.
- Resilient IE has produced three major deliverables for the WRCOG subregion: (1) Vulnerability Assessment Update, (2) Resilient Infrastructure Guidebook, and (3) City-level Hazard and Evacuation Maps.
- All project components will be completed in early 2020.

Statewide Study on Residential Development Impact Fees (DIF)

- As a result of discussions by the State's Legislature, the Turner Center for Housing Innovation undertook a study in 2017 to provide a statewide overview of DIF as it relates to housing.
- The researchers analyzed fees on residential units in six jurisdictions statewide including the Cities of Fremont, Irvine, Los Angeles, Oakland, Roseville, and Sacramento.
- The Study concluded that fees vary from 8% to 18% of the total cost of a multi-family or single-family unit and are difficult to estimate and are often set without coordination between city departments.

TUMF Calculation and Collection Portal is Live

- Staff presented an overview of the new, fully developed TUMF Calculation & Collection Portal, which allows additional TUMF payment options for developers.
- The Portal offers a convenient all-in-one location for member agency staff to view the project payment status of all development projects in their jurisdiction.
- Looking forward, staff will coordinate meetings to transition member agency staff to use the fee Portal as the primary method of fee collection. Staff anticipates the full transition of all member agencies in early 2020.

SB 1000 Workshop Planned

- There will be a workshop on Senate Bill (SB) 1000 implementation. The workshop will be held on Tuesday, October 29, at Community Action Partnership (2038 Iowa Avenue, Riverside) from 9:30 a.m. – 3:00 p.m.
- SB 1000 implies that communities must fulfill the requirement of addressing environmental justice in their general plans.

Next Meeting

The next Planning Directors Committee meeting is scheduled for Thursday, November 14, 2019, at **9:30 a.m.** at WRCOG's office, located at 3390 University Avenue, Suite 450, Riverside.



**Western Riverside Council of Governments
Public Works Committee
Meeting Recap
October 10, 2019**

Following is a summary of key items discussed at the last Public Works Committee meeting. To review the full agenda and staff reports, please click [here](#). To review the meeting PowerPoint presentation, please click [here](#).

Connect SoCal Presentation

- Arnold San Miguel, Regional Affairs Officer from SCAG, provided an update on Connect SoCal Development, which is SCAG's Long-Range RTP/SCS for 2020-2045.
- SCAG is preparing a Draft Plan, which is scheduled to be distributed for public comment in November 2019, pending approval from the SCAG Regional Council. The Plan is scheduled for adoption in May 2020.
- The Plan will focus on the challenges the Southern California region faces, such as improving coordination of land use and transportation planning, improving mobility options and accessibility, and analyzing the effectiveness of transportation investments.

TUMF Zone Revenue Update

- In Fiscal Year 2018/2019 the TUMF Program collected \$63 million, one of the highest annual amounts since the inception of the Program in 2003.

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- All project components will be completed in early 2020.

Next Meeting

The next Public Works Committee meeting is scheduled for Thursday, November 14, 2019, at 2:00 p.m., in WRCOG's office, located at 3390 University Avenue, Suite 450, Riverside.



**Western Riverside Council of Governments
Finance Directors Committee
Meeting Recap
October 24, 2019**

Following is a summary of major items discussed at the last Finance Directors Committee meeting. To review the full agenda and staff reports, please click [here](#). To review the meeting PowerPoint Presentation, please click [here](#).

1st Quarter Draft Budget Amendment for Fiscal Year 2019/2020

- Staff provided an update on the 1st quarter draft budget amendment for Fiscal Year 2019/2020. The single largest amendment was to the Energy Department expenditures that experienced an increase of \$11,344 related to legal costs.

Presentation by CalPERS

- Randy Dziubek, Deputy Chief, Actuary of Valuation Services with CalPERS, provided a presentation and future projection on CalPERS contribution rates.
- Mr. Dziubek also shared a recently published analysis on the fiscal health of the state's cities. Access the document [here](#).

Presentation on the Economy and Financial Markets

- Richard Babbe from Public Financial Management presented on the national economy and highlighted that unemployment is at a 49-year low and basic market conditions remain favorable. However, he also noted that trade concerns, higher interest rates, and geo-political events could impact long-term economic growth.

TUMF Zone Revenue Update

- In Fiscal Year 2018/2019, the TUMF Program collected over \$63 million dollars, which is one of the highest collection years since the Program's inception in 2003.

Next Meeting

The next meeting of the Finance Directors Committee is scheduled for Thursday, January 23, 2020, at 1:00 p.m., at WRCOG's office located at 3390 University Avenue, Suite 450, Riverside.

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Western Riverside Council of Governments Technical Advisory Committee

Staff Report

Subject: Western Riverside Energy Partnership Program Activities Update

Contact: Anthony Segura, Senior Analyst, asegura@wrcog.us, (951) 405-6733

Date: November 21, 2019

The purpose of this item is to provide information on the upcoming LED Holiday Light exchanges & Energy Efficiency Kit Giveaway, and the draft 2020 contract with SoCal Gas for the upcoming Partnership year.

Requested Action:

1. Receive and file.

The Western Riverside Energy Partnership (WREP) responds to Executive Committee direction for WRCOG, Southern California Edison (SCE), and Southern California Gas Company (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.

2020 SoCal Gas Partnership Contract

In 2013, WRCOG entered into an agreement with SoCal Gas to partner with both SCE and WRCOG to be the lead agencies in the WREP Program. Through this agreement, SoCal Gas joined the Partnership and provided a budget to provide programmatic services to enrolled members to assist with energy efficiency projects, strategic planning, and educating the community on sustainability / utility customer programs.

The draft 2020 SoCal Gas contract (Attachment 1) establishes the budget for the 2020 calendar year and will be used to assist the members enrolled in the Program with its goals for energy efficiency. The allocated draft budget for 2020 is a not to exceed amount of \$108,400. This budget will be used to assist WREP members with project identification / project support, community outreach, and other gas-related initiatives such as facility analyses.

2019 LED Holiday Light Exchange and Energy Efficiency Kit Giveaway

WRCOG will be hosting its 6th Annual LED Holiday Light Exchange and Energy Efficiency Starter Kit at five upcoming holiday themed events. This Program is in coordination with WREP partners, SCE, and SoCal Gas. For the 2019 Program year, the Partnership team will be attending events within the Cities of Calimesa, Eastvale, Hemet, Murrieta, and Wildomar.

The Program, originated in 2014, allows residents within SCE territory to exchange their old, incandescent holiday lights for new, energy efficient LED lights. SoCal Gas joined the Program in 2016 to promote its energy efficiency kits to customers. To date, staff has attended 25 holiday community events, exchanged over 2,000 strings of holiday lights, and provided 150 energy efficiency starter kits. This equates to benefits provided to over 1,000 households within Western Riverside County.

The 2019 list of holiday events that WREP will be participating in for this light exchange & energy kit giveaway is as follows:

2019 WREP Holiday Events			
Date	Event	Location	Time
Monday, November 18	Christmas Tree Lighting Ceremony	City of Calimesa City Hall, 908 Park Ave. Calimesa, CA 92320	5:00 p.m. - 6:30 p.m.
Saturday, December 7	Festival of Trees	City of Murrieta Town Square Park Murrieta, CA 92562	5:00 p.m. - 7:00 p.m.
Saturday, December 7	Christmas in the Park	City of Hemet Gibbel Park, 2500 W Florida Ave. Hemet, CA 92545	8:00 a.m. - 12:00 p.m.
Saturday, December 7	Winter Wonderland	City of Eastvale Eastvale Community Center 13820 Schleisman Rd. Eastvale, CA 92880	3:00 p.m. - 9:00 p.m.
Saturday, December 14	Breakfast with Santa	City of Wildomar Fire Station 61 32627 Gruwell Street Wildomar, CA 92595	8:00 a.m. - 11:00 a.m.

Prior Action:

None.

Fiscal Impact:

Activities for the WREP Partnership are included in the Agency's adopted Fiscal Year 2019/2020 Budget in the Energy Department.

Attachment:

1. Draft 2020 WREP Contract with SoCal Gas.

Item 6.C

Western Riverside Energy
Partnership Program Activities
Update

Attachment 1

Draft 2020 WREP Contract with
SoCal Gas

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**AGREEMENT TO JOINTLY DELIVER THE 2020
WESTERN RIVERSIDE ENERGY EFFICIENCY PARTNERSHIP PROGRAM**

BY AND AMONG

SOUTHERN CALIFORNIA GAS COMPANY

AND

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

DATED: 10/28/2019

This program is funded by California utility ratepayers and administered by SoCalGas under the auspices of the California Public Utilities Commission.

THIS AGREEMENT TO JOINTLY DELIVER THE 2020 WESTERN RIVERSIDE ENERGY EFFICENCY PARTNERSHIP PROGRAM (the “Agreement”) is effective as of January 1, 2020 (“Effective Date”) by and among SOUTHERN CALIFORNIA GAS COMPANY (“SoCalGas”) (SoCalGas may be referred to herein individually as the “Utility”) and WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (“WRCOG”) . The Utility and WRCOG may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Parties previously executed various Agreements and Amendments during 2013-2019 to jointly deliver the Western Riverside Energy Efficiency Partnership Program;

WHEREAS, on January 17, 2017, SoCalGas submitted its Business Plan Application (“Application”) for Approval of its 2018-2025 Energy Efficiency Rolling Portfolio Program to the California Public Utilities Commission (the “Commission”) to be delivered to California utility customers for the years 2018 through 2025, which included the SoCalGas’ Public Sector and SoCalGas Local Government Partnership Programs involving the delivery of energy efficiency Programs to cities, counties, other public agencies and organizations and their communities within SoCalGas’ service territory;

WHEREAS, on June 5, 2018, the Commission in D. 18-05-041 approved SoCalGas’ Application, with modifications, and authorized certain energy efficiency programs and budgets to be delivered to California utility customers for the years 2018 through 2025; including the 2018-2025 Public Sector Program (the “Program”);

WHEREAS, SoCalGas, WRCOG and each of the Member Agencies (as hereinafter defined) have expressed a commitment to participate jointly in the Programs through the Partnership in 2020;

WHEREAS, the Parties desire to enter into an agreement that supersedes any and all previous agreements, and sets forth the terms and conditions under which the Programs shall be implemented with respect to the Parties; and

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS:

All terms used in the singular will be deemed to include the plural, and vice versa. The words “herein,” “hereto,” and “hereunder” and words of similar import refer to this Agreement as a whole, including all exhibits or other attachments to this Agreement, as the same may from time to time be amended or supplemented, and not to any particular subdivision contained in this

Agreement, except as the context clearly requires otherwise. “Includes” or “including” when used herein is not intended to be exclusive, or to limit the generality of the preceding words, and means “including without limitation.” The word “or” is not exclusive.

1.1. Agreement: This document and all exhibits attached hereto, and as amended from time to time.

1.2. Authorized Partnership Budget: The Commission approved maximum budget for funding the performance of Authorized Work by all Parties of the Program, as set forth in the Implementation Plan attached hereto as Exhibit B.

1.3. Authorized Work: The work authorized by the Commission for the Program as set forth in this Agreement and as more fully described in the Implementation Plans attached hereto as Exhibit B and as agreed between the Parties to be performed.

1.4. Business Day: The measurement period of time for purposes of this Agreement, from one midnight to the following midnight, excluding Saturdays, Sundays, and holidays.

1.5. Calendar Day: The measurement period of time for purposes of this Agreement, from one midnight to the following midnight, including Saturdays, Sundays, and holidays. Unless otherwise specified, all days in this Agreement are Calendar Days.

1.6. Contractor: An entity contracting directly or indirectly with a Party, or any subcontractor thereof subcontracting with such Contractor, to furnish services or materials as part of or directly related to such Party’s Authorized Work obligations.

1.7. Customers or Eligible Customers: Customers eligible for 2020 Program services, which are SoCalGas customers located within the jurisdiction of a Member Agency, and may include the Member Agency itself.

1.8. EM&V: Evaluation, Measurement and Verification of the Program pursuant to Commission requirements.

1.9. Energy Efficiency Measure (or Measure): As used in the Commission’s Energy Efficiency Policy Manual, Version 5, July 2013, as may be supplemented or updated from time to time.

1.10. Gas Surcharge: The funds collected from gas utility ratepayers pursuant to Section 890 et al. of the California Public Utility Code for public purposes programs, including energy efficiency programs approved by the Commission.

1.11. Incentive: As used in the Commission’s Energy Efficiency Policy Manual, Version 5, July 2013, as may be supplemented or updated from time to time.

1.12. Member Agencies: Those agencies that: (i) are located in Utility's service territory; (ii) are either identified as participants in this Program through the Implementation Plan or are mutually selected by Utility and WRCOG to participate in this Program; and (iii) have committed to this Program as described in Section 6.2.2 of this Agreement.

1.13. Energy Champion: A Member Agency's representative who is a point of contact for the Program and who can represent such Member Agency on a daily basis for all Program activities and energy efficiency projects pertaining to such Member Agency.

1.14. Program Expenditures: Actual (i.e., no mark-up for profit, administrative or other indirect costs), reasonable expenditures of WRCOG that are pre-approved, directly identifiable to, and required for the Authorized Work in accordance with Section 10.2.

1.15. Implementation Plan (IP): The implementation plan specific to this Partnership, SoCalGas Local Government Master IP, which include the anticipated scope of the Program in SoCalGas's service territory, as approved by the Commission and attached hereto as Exhibit B.

1.16. WRCOG Budget: That portion of the Authorized Partnership Budget, which excludes Utility's costs, and represents the maximum budget and maximum allocation by Utility and by period for funding the performance of the Program by WRCOG and as set forth in Exhibits A, subject to amendment by SoCalGas consistent with the terms of this Agreement.

1.17. Planning Document: A Program document that describes Program implementation and/or management processes, procedures and strategies, as may be supplemented or updated from time to time.

1.18. Implementer – The entity, named as the contract party to this Agreement, that is responsible to carry out the Authorized Work consistent with this Agreement and the IP.

2. PURPOSE

The 2020 Program is funded by California utility ratepayers and is administered by the Utility under the auspices of the Commission. The purpose of this Agreement is to set forth the terms and conditions under which the Parties will jointly implement the 2020 Program. The work authorized pursuant to this Agreement is not to be performed for profit.

This Agreement which incorporates the Recital and referenced Exhibits constitutes the complete and exclusive statement of understanding amongst the Parties and supersedes any previous agreements, written or oral, and all communications amongst the Parties relating to the subject matter herein. And further this Agreement is not intended to and does not form any "partnership" within the meaning of the California Uniform Partnership Act of 1994 or otherwise.

3. PROGRAM DESCRIPTION

3.1. Overview. The 2020 WRCOG Energy Efficiency Partnership Program is designed to provide integrated technical and financial assistance for Public Sector members of the Partnership, and to help local governments effectively lead their communities to increase energy efficiency, reduce greenhouse gas emissions, increase renewable energy usage, protect air quality and ensure that their communities are more livable and sustainable. The Program provides access to all SoCalGas core programs and incentives for Member Agencies to increase energy efficiency in local government facilities and their communities through energy saving actions, including retrofitting municipal facilities as well as providing opportunities for constituents to take action in their homes and businesses. By implementing measures in their own facilities, Member Agencies will build their local capacity for sustainability and lead by example as they work with WRCOG and SoCalGas together to increase community awareness of energy efficiency and position each Member Agency as a leader in energy efficiency and sustainable practices. The Program will provide marketing, outreach, education, training and community sweeps to connect the community with opportunities to save energy, money and help the environment. The Partners will leverage the strengths of each other and the Member Agencies to help efficiently deliver energy and demand savings as well as support for elements of California Long Term Energy Strategic Plan (the “Strategic Plan”). Delivering sustainable energy savings, promoting energy efficiency lifestyles, and achieving an enduring leadership role for the Member Agencies through this Program design is rooted in an effective relationship among the Member Agencies, their constituents, WRCOG, and SoCalGas.

4. AUTHORIZED WORK

4.1. Scope. The Authorized Work is set forth broadly in the IP (Exhibit B) and shall be performed pursuant to the terms of this Agreement. The Parties shall collaborate and mutually agree upon specific Program implementation consistent with the IP, and the Parties shall document such details in a “Planning Document” which is intended to evolve throughout the term of the Program.

4.2. Objectives. The Program is designed to meet the specific goals and milestones set forth in Exhibit A of this Agreement, while implementing the Program strategies and meeting the general objectives and goals set forth in the IP, attached hereto as Exhibit B.

5. LIMITATION ON SERVICE TERRITORY – The Parties agree that Authorized Work shall only be performed in SoCalGas’s service territory, with energy savings and demand reduction claims applicable solely to SoCalGas’ utility system. No Authorized Work shall be performed for any customers that do not directly receive gas service from SoCalGas. Nothing in this Section 5 is intended to preclude Program coordination with other municipal utilities.

6. OBLIGATIONS OF THE PARTIES

6.1. Obligations of the Utility and WRCOG

- 6.1.1. Each Party will be responsible for the overall progress of its Authorized Work, to ensure that the Program remains on target (including but not limited to achieving the Program's specific energy savings and demand reduction goals as set forth in Exhibit A).
- 6.1.2. The Parties acknowledge that engineering and/or technical services may be needed on a contract basis to assist Member Agencies in identifying and evaluating potential energy efficiency projects. The Parties (through their designated representatives) will work together, using their respective expertise, to evaluate the contract needs and to solicit, assess and select such contractors (which may include individuals or business entities). WRCOG shall contract for such work directly and be responsible for payment to the contractor(s) from the direct implementation category of the Partner's Budget. Contract work may include engineering and technical assistance with energy efficiency projects, performing energy saving calculations using Utility's tools, reporting on project status at the Partnership meetings, helping ensure that the Program meets its goals. All contracts entered into pursuant to this Section must be terminable by WRCOG without payment penalty upon thirty (30) days notice and shall not contain front-end loading payment provisions.
- 6.1.3. The Parties shall jointly coordinate and prepare all Program-related documents, including all required reporting pursuant to Section 9, and any such other reporting as may be reasonably requested by the Utility.
- 6.1.4. To the extent practical and with coordination by the Utility, the Parties shall use the Program as a portal for all energy program offerings of SoCalGas, including but not limited to programs targeting low-income customers, demand response, self-generation, solar, and other programs as described in the IPs, and in support of the Strategic Plan adopted by the Commission and investor-owned utilities. This coordinated effort supports the goal to enhance consistency in rebates and other Program details, minimize duplicative administrative costs, and enhance the possibility that programs can be marketed together to avoid duplicative marketing expenditures.
- 6.1.5. Consistent with those contained in Section 4.2, SoCalGas and WRCOG may work together to identify, develop, and accomplish additional mutually agreeable goals in accordance with Section 7.

- 6.1.6. Each Party shall communicate regularly with the other Parties, and shall advise each other Party immediately of any problems or delays associated with its Authorized Work obligations.

6.2. Obligations of WRCOG.

- 6.2.1. WRCOG will appoint a Partnership representative (“WRCOG Energy Efficiency Representative”) who will be the primary contact between the Utility and WRCOG, and who will be authorized to act on behalf of WRCOG in carrying out its obligations under this Agreement. Such appointment shall be communicated in writing to SoCalGas within 10 Business Days following execution of this Agreement.
- 6.2.2. As soon as practicable, WRCOG shall secure from each prospective Member Agency a letter of commitment supporting and endorsing the Program, approving such Member Agency as a Program participant and authorizing WRCOG to act on its behalf as necessary to further the Partnership’s goals and objectives. Each such letter shall commit the Member Agency to participation in the Program and shall designate an “Energy Champion” who will be the Member Agency’s primary contact for both WRCOG and the Utility, and who will act on behalf of such Member Agency in carrying out the Program. WRCOG shall use its best efforts to obtain all Member Agency letters by [February 28], 2020 and to deliver a copy of each Member Agency’s letter to the Utility within ten (10) Business Days following its adoption. This letter shall be required for participation in the Program by a prospective Member Agency.
- 6.2.3. WRCOG will manage the day-to-day activities and comprehensive implementation of the Program on behalf of the Parties in accordance with the IPs. This will include intensive interaction with the Member Agencies, Program marketing, education, outreach, technical assistance, and assistance with direct implementation. This includes notifying Customers of the availability of Program services and enrolling Customers in the Program.
- 6.2.4. WRCOG shall be responsible for achieving the goals and objectives set forth in Section 4.2 hereof.
- 6.2.5. Through execution of this Agreement, WRCOG acknowledge Commission policy recognizing the importance of collaboration between investor-owned utilities and local governments in order to take advantage of the unique and collective strengths that these parties offer in delivering cost-effective energy efficiency services. As a representative for the Member Agencies, WRCOG agrees to work jointly with SoCalGas in

both fostering new relationships and strengthening the Utility's existing relationships with Member Agencies in order to promote sustainable energy savings and fulfill both the short-term and long-term goals and objectives approved by the Commission and described herein. To this end, WRCOG shall facilitate joint participation with the Utility and the Member Agencies in meetings, activities and decisions.

- 6.2.6. WRCOG shall coordinate the semi-annual Energy Champion Meetings described in Section 7.5 of this Agreement.
- 6.2.7. WRCOG shall perform its Authorized Work obligations within the WRCOG Budget and in conformance with the schedule associated with such Authorized Work as set forth in this Agreement, and shall furnish the required labor, equipment and material with the degree of skill, care and professionalism that is required by current professional standards.
- 6.2.8. WRCOG shall be primarily responsible for coordinating the preparation of all 2020 program-related documents pertaining to WRCOG's portion of Authorized Work as set forth in this Agreement, including all required reporting of WRCOG pursuant to Section 9, and any such other reporting as may be requested by each Utility.
- 6.2.9. SoCalGas, from time to time, provide WRCOG with Utility Program documents or other energy efficiency program documents or materials, including but not limited to forms and applications, for WRCOG's use in connection with the Program. WRCOG shall obtain the approval of SoCalGas prior to modifying the content of any such documents or materials in any manner; provided, however, that WRCOG may add a Utility-approved Partnership and/or WRCOG logo to such documents as appropriate, unless otherwise directed by the Utility.
- 6.2.10. WRCOG shall work together with and obtain the approval of SoCalGas when developing Program marketing materials prior to distribution, publication, circulation, or dissemination in any way to the public. In addition, all advertising, marketing or otherwise printed or reproduced material used to implement, refer to or is in anyway related to the Program must contain the respective name and logo of each Utility and, at a minimum, the following language: *"This Program is funded by California utility ratepayers and administered by Southern California Gas Company under the auspices of the California Public Utilities Commission."*
- 6.2.11. Upon reasonable request, WRCOG shall submit to SoCalGas all contracts, agreements or other requested documents with WRCOG's Contractors (including subcontractors) performing work for the Program.

6.3. Obligations of SoCalGas.

- 6.3.1. SoCalGas will appoint a Partnership representative (“SoCalGas Energy Efficiency Representative”) who will be the primary contact for WRCOG, and who will be authorized to act on behalf of SoCalGas in carrying out SoCalGas’s obligations under this Agreement. Such appointment shall be communicated in writing to WRCOG within 10 Business Days following execution of this Agreement.
- 6.3.2. SoCalGas will be actively involved in all aspects of the 2020 Program. SoCalGas will use its best efforts to add value to the 2020 Program by (a) dedicating human resources necessary to implement the 2020 Program successfully and providing and maintaining a Partnership presence in the WRCOG region, (b) providing support for the 2020 Program’s marketing and outreach activities, and (c) working to enhance communications with WRCOG to address consumer needs and provide SoCalGas information and services.
- 6.3.3. SoCalGas shall provide informational and educational materials on SoCalGas’s core programs to WRCOG to enable WRCOG to implement the 2020 Program’s outreach and education element.
- 6.3.4. SoCalGas shall be responsible for coordinating and ensuring compliance with all SoCalGas reporting and other SoCalGas filing requirements.
- 6.3.5. SGC shall be responsible for tracking performance of WRCOG in accordance with Section 10.1.2.2, and for verifying all natural gas savings claims of WRCOG.
- 6.3.6. Administering the PGC and Gas Surcharge funds authorized by the Commission for the 2020 Program and reimbursing Parties for Program Expenditures in accordance with Section 10 below.
- 6.3.7. EM&V. Once the Commission has approved and issued an evaluation, measurement and verification (“EM&V”) plan for the 2020 Program, such EM&V plan shall be attached to this Agreement as Exhibit C and shall be incorporated herein by this reference. Any subsequent changes or modifications to such EM&V plan by the Commission shall be automatically incorporated into Exhibit C. WRCOG shall provide and comply with all Commission requests regarding activities related to EM&V. WRCOG and its Contractors shall cooperate fully with Utility Representative and will provide all requested information, if any, to

assure the timely completion of all EM&V Plan tasks requiring WRCOG's involvement or cooperation.

7. ADMINISTRATION OF PROGRAM

7.1. Decision-making and Approval.

7.1.1. Except as specifically provided in this Agreement, the following actions and tasks require consent of all Parties:

- a. Any material modification to the Authorized Work in connection with the Program.
- b. Any action that materially impacts the agreed-upon schedule for implementing the 2020 Program.
- c. Selection of any Contractor not previously approved by SoCalGas.

7.2. Document Retention. Unless otherwise specified in this Agreement, the Parties shall document all material Program decisions, including, without limitation, all actions specified in Section 7.1.1 above, in meeting minutes or if taken outside a meeting, through written communication, which shall be maintained in hard copy form on file by the Parties for a period of no less than five (5) years after the expiration or termination of this Agreement.

7.3. Regular Meetings. During the term of this Agreement, the Parties shall meet monthly or bi-monthly at a location reasonably agreed upon by the Parties. In addition to any other agenda items requested by either Party, the agenda shall include a review the status of 2020 Program performance, deliverables, schedules and budget, toward achievement of the goals set forth in Exhibit A, and the Partnership's progress towards meeting overall Partnership goals set forth in Exhibit B. Any decision-making shall be reached and documented in accordance with the requirements of Section 7.1 above.

7.4. Regular Communication. Regular communication among Partnership representatives is critical for the long-term success of the Partnership and achievement of Partnership goals and objectives. Notwithstanding Section 7.3, above, the Partnership representatives identified in writing by each Partner pursuant to Sections 6.2.1, including other Program participants, shall communicate regularly with each other to review the status of the Program's goals, deliverables, schedules and budgets, and plan for upcoming Program implementation activities, and to advise the other Party of any problems associated with successful implementation of the Program. Any decision-making during this communication process shall be reached and documented in accordance with the requirements of Section 7.1 above.

7.5. Semi-Annual Joint Meetings. In furtherance of the Commission objectives of strengthening relationships between California utilities, local government and consumers, WRCOG shall coordinate semi-annual meetings among the Energy Champions for all of

the Member Agencies to review 2020 Program progress and otherwise seek input from the Member Agencies on Program related issues as appropriate and necessary. Meeting minutes shall be recorded, retained by WRCOG and provided to SoCalGas upon request. As a Partner, SoCalGas shall be provided notice and opportunity to attend and participate in the Semi-Annual Joint Meetings.

7.6. Communication with Member Agencies. SoCalGas will be notified of, and will have the right to participate in any meeting that pertains to energy savings project discussion between WRCOG and one or more Member Agencies. Any failure by SoCalGas to attend such meetings shall not waive any future rights of SoCalGas with respect to such meetings. Nothing in this Agreement shall be construed to preclude SoCalGas from working or communicating directly with a Member Agency at any time. SoCalGas will use its best efforts to keep WRCOG informed of energy efficiency projects evolved as a result of such Utility's direct working with a Member Agency to avoid duplication of efforts.

7.7. Non-Responsibility for Other Party. Notwithstanding anything contained in this Agreement in the contrary, a Party shall not be responsible for the performance or non-performance hereunder of the other Party, nor be obligated to remedy any other Party's defaults or defective performance.

8. DOUBLE DIPPING PROHIBITED

In performing its respective Authorized Work obligations, WRCOG shall implement the following mechanism and shall take other practicable steps to minimize double-dipping:

8.1. Prior to providing incentives or services to an Eligible Customer, WRCOG and its Contractors shall obtain a signed form from such Eligible Customer stating that:

8.1.1. Such Eligible Customer has not received incentives or services for the same measure from any other SoCalGas program or from another utility, state, or local program; and

8.1.2. Such Eligible Customer agrees not to apply for or receive incentives or services for the same measure from any other SoCalGas program or from another utility, state, or local program.

8.1.3. Nothing in this Agreement should be construed to preclude the leveraging of incentives or services from another utility, or local program that are not funded from the same Gas Surcharge Funds.

Each Party shall keep its Customer-signed forms for at least five (5) years after the expiration or termination of this Agreement.

8.2. No Party shall knowingly provide an incentive to an Eligible Customer, or make payment to a Contractor, who is receiving compensation for the same product or

service either through another ratepayer funded program, or through any other funding source.

8.3. WRCOG represents and warrants that it has not received (and that its Contractor(s) has not received), and will not apply for or accept Incentives or services for any measure provided for herein or offered pursuant to this Agreement or the Program from any other Utility program or from any other Utility, state or local program.

8.4. The Parties shall take reasonable steps to avoid the provision of incentives or services for the same measures provided under the Program from another program or other funding source (“double-dipping”).

9. REPORTING

The Parties shall implement those reporting requirements set forth in Exhibit D attached hereto, as the same may be amended from time to time, or until the Commission otherwise requires or issues different or updated reporting requirements for the 2020 Program, in which case and at which time such Commission-approved reporting requirements shall replace the requirements set forth in Exhibit D in their entirety.

10. PAYMENTS

10.1. WRCOG Budget

10.1.1. Maximum Budget: The WRCOG Budget is set forth in Exhibit A to this Agreement and represents WRCOG’s maximum share of the Program’s 2020 Authorized Partnership Budget. Additionally, Exhibit A set forth the maximum non-incentive budget by SoCalGas on a periodic basis during the Program. WRCOG shall not be entitled to compensation in excess of the WRCOG Budget allocated by SoCalGas in Exhibit A (either on a periodic basis or in total), without written authorization by SoCalGas and receipt of a revised Exhibit A. Consistent with Commission directives to maximize cost-effectiveness and energy savings, the WRCOG Budget set forth in Exhibit A may be reallocated or adjusted by SoCalGas, based upon SoCalGas’s reasonable evaluation of WRCOG’s commitment to, and progress toward achieving the energy savings goals set forth herein as evidenced by the objective tracking data specified in Section 10.1.2 and such other information as may be available to the parties to help substantiate commitment and progress towards such goals and objectives.

10.1.2 Tracking. SoCalGas will track WRCOG’s performance against the SoCalGas goals and objectives set forth in Section 4.2 hereof, including tracking (or estimating) achievement towards the specific energy savings goals set forth in Exhibit A and will provide such tracking information to WRCOG on a regular basis,. The tracking will enable SoCalGas, to (i) report SoCalGas Program status and achievement of respective goals and objectives, (ii) confirm or amend SoCalGas portion of the Budget, set forth in Exhibit A hereto, based on the

WRCOG's performance of the SoCalGas goals and objectives set forth in this Agreement;

10.1.3. WRCOG Budget Adjustment: The Parties acknowledge that this Program is offered in furtherance of the Commission's strategic energy efficiency goals for California and is based on WRCOG's agreement to help achieve such goals for the Partnership. To this end, in the event that SoCalGas determines in its reasonable discretion based on the objective tracking mechanisms set forth in 10.1.2 and 10.1.3 above, that WRCOG is not performing in accordance with the goals and objectives set forth in Section 4.2 hereof and SoCalGas reasonably determines that WRCOG is not demonstrating the commitment and progress necessary to achieve such goals and objectives in a timely manner, then SoCalGas shall consult and review the performance issues with WRCOG. In the event the parties are unable to reach a mutual resolution, then SoCalGas shall have the unilateral right to reduce, eliminate, or otherwise adjust the WRCOG Budget for the remaining Program year (other than for Program Expenditures previously committed by WRCOG and approved by SoCalGas) by amending the applicable Exhibit A and providing the amended Exhibit A to WRCOG. Pursuant to this Section, any such amended Exhibit A shall automatically be incorporated into this Agreement and take effect immediately upon delivery from SoCalGas to WRCOG. WRCOG Budget adjustments, if any, shall not take place more frequently than every six months.

10.1.4. WRCOG Budget Categories

10.1.5.1 Non-Incentive Budget: The WRCOG Budget is comprised of a non-incentive portion which includes separate categories for Marketing, Education & Outreach and Direct Implementation, all of which are more fully described in the Implementation Plan.

10.1.5.2. Incentive Budget: SoCalGas Incentive Budget: SoCalGas Incentive in this Program is a part of Incentive Budget from its core programs. The Incentive level is up to \$1.50 per therm for the calculated measures. Other Incentives for deemed measures are in accordance with the prescribed Incentives for SoCalGas core programs.

10.1.1. Unless this Agreement is terminated pursuant to Section 25 below, SBCOG shall begin to reconcile actual Program Expenditures against the Reserve Funds by no later than September 1, 2012, at which time WRCOG shall not be entitled to any further reimbursements for Program Expenditures unless and until the Reserve Funds are fully expended. WRCOG shall provide all documentation required under Section 10.4 below evidencing the application of the Reserve Funds.

10.3. Program Expenditures. WRCOG, with SoCalGas prior approval, shall be entitled to spend Gas Surcharge funds, within the limits of the WRCOG Budget on Program Expenditures. WRCOG shall not be entitled to reimbursement of Program Expenditures for any item (i) not specifically identifiable to the Program, (ii) not previously approved by SoCalGas, (iii) not expended within the term of this Agreement, or (iv) not otherwise reimbursable under this Agreement.

10.4. Payment to WRCOG. In order for WRCOG to be entitled to Gas Surcharge funds for Program Expenditures:

10.4.1. WRCOG shall submit monthly activity reports to SoCalGas in a format acceptable to SoCalGas and containing such information as may be required for the reporting requirements set forth in Section 9 above (“Monthly Reports”), by the tenth (10th) Calendar Day of the calendar month following performance, setting forth all Program Expenditures.

10.4.2. WRCOG shall submit to SoCalGas, together with any Monthly Report (if required), a monthly invoice for reimbursement of reported Program Expenditures, in a format acceptable to SoCalGas, attaching all documentation reasonably necessary to substantiate the Program Expenditures, including, without limitation, the following:

10.4.2.1. Contractor Costs: Copies of all Contractor invoices. If only a portion of Contractor costs applies to the Program, WRCOG shall clearly indicate the line items or percentage of the invoice amount that should be applied to the Program as provided in Exhibit D.

10.4.2.2. Marketing, Education & Outreach: A copy of each distinct marketing material produced, with quantity of a given marketing material produced and the method of distribution.

10.4.2.3. Other expenditures: As pre-approved by SoCalGas, with sufficient documentation to support the expenditure.

10.4.2.4. Allowable Costs: Only those costs as listed in the Allowable Cost Table contained in the Reporting Requirements attached as Exhibit D can be submitted for payment. All invoices submitted to SoCalGas must report all costs using the allowable cost elements shown on the Allowable Cost Table.

WRCOG understands and acknowledges that all of WRCOG’s non-incentive invoices for the 2020 Program and the Monthly Report shall be submitted to SoCalGas.

10.4.3. SoCalGas reserves the right to reject any WRCOG invoiced amount for any of the following reasons:

10.4.3.1. The invoiced amount, when aggregated with previous Program Expenditures, exceeds the amount budgeted therefore in the WRCOG Budget for such Authorized Work (as set forth in Exhibit A).

10.4.3.2. There is a reasonable basis for concluding that such invoiced amount is unreasonable or is not directly identifiable to or required for the Authorized Work, and/or the 2020 Program.

10.4.3.3. The invoiced amount, in such Utility's sole discretion, contains charges for any item not authorized under this Agreement or by the Commission, or is deemed untimely, unsubstantiated or lacking proper documentation.

10.4.4. WRCOG shall maintain for a period of not less than five (5) years all documentation reasonably necessary to substantiate the Program Expenditures. WRCOG shall promptly provide, upon the reasonable request by SoCalGas, any documentation, records or information in connection with the Program or its Authorized Work.

10.4.5. SoCalGas shall review and either approve, dispute or reject for payment reported Program Expenditures within twenty (20) Calendar Days of receipt of the Monthly Report and corresponding invoice. SoCalGas shall pay all undisputed amounts after the ten (10) Calendar Day period described in Section 10.3, but within thirty (30) Calendar Days of receiving the Monthly Report and corresponding invoice.

10.5. Payment of Incentives. Payment of incentives shall be made in accordance with the applicable SoCalGas program requirements, including terms and conditions, and only after appropriate program documents have been submitted and approved, and the appropriate inspections of each project have been completed to Utility's satisfaction.

10.6. Shifting Funds. SoCalGas may shift funds within the Authorized Partnership Budget among Program participants, and/or may shift funds within the WRCOG Budget among budget categories (Marketing, Education & Outreach, Technical Assistance, Direct Implementation and Incentives), which categories and budget amounts are set forth in Exhibit A. Such shifting may be made by SoCalGas to the maximum extent permitted under, and in accordance with, Commission decisions and rulings to which the Program relates; provided however, that prior to shifting of funds hereunder, the Utility will consult with and review the reasons for such fund shifting with WRCOG.

10.7. Reasonableness of Expenditures. WRCOG shall bear the burden of ensuring that its Program Expenditures are objectively reasonable. The Commission has the authority to review all Program Expenditures for reasonableness. Should the Commission, at any time, issue a finding of unreasonableness as to any Program Expenditure and require a refund or return of the Gas Surcharge funds paid to WRCOG in the reimbursement of such Program Expenditure, then WRCOG shall be solely liable for such refund or return.

11. END DATE FOR PROGRAM AND ADMINISTRATIVE ACTIVITIES

Unless this Agreement is terminated pursuant to Section 25 below, or unless otherwise agreed to by the Parties or so ordered by the Commission, the Parties shall complete all Program Administrative activities (as defined in the IPs) and all reporting requirements by no later than March 31, 2021, and all Direct Implementation and Marketing & Outreach activities by no later than December 31, 2020.

12. FINAL INVOICES

WRCOG must submit final non-incentive invoices to SoCalGas no later than February 15, 2021.

13. INDEMNITY

13.1. Indemnity by WRCOG. WRCOG shall indemnify, defend and hold harmless each other Party, and its respective successors, assigns, affiliates, subsidiaries, current and future parent companies, officers, directors, agents, and employees, from and against any and all expenses, claims, losses, damages, liabilities or actions in respect thereof (including reasonable attorneys' fees) to the extent arising from (a) WRCOG's negligence or willful misconduct in WRCOG's activities under the Program or performance of its obligations hereunder, or (b) WRCOG's breach of this Agreement or of any representation or warranty of WRCOG contained in this Agreement.

13.2. Indemnity by Utility. SoCalGas shall indemnify, defend and hold harmless each other Party, and its respective successors, assigns, affiliates, subsidiaries, current and future parent companies, officers, directors, agents, and employees, from and against any and all expenses, claims, losses, damages, liabilities or actions in respect thereof (including reasonable attorneys' fees) to the extent arising from (a) such Utility's negligence or willful misconduct in such Utility's activities under the Program or performance of its obligations hereunder or (b) such Utility's breach of this Agreement or any representation or warranty of such Utility contained in this Agreement.

13.3. LIMITATION OF LIABILITY. NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF OR UNDER-UTILIZATION OF LABOR OR FACILITIES, LOSS OF REVENUE OR

ANTICIPATED PROFITS, COST OF REPLACEMENT POWER OR CLAIMS FROM CUSTOMERS, RESULTING FROM A PARTY'S PERFORMANCE OR NONPERFORMANCE OF THE OBLIGATIONS HEREUNDER, OR IN THE EVENT OF SUSPENSION OF THE AUTHORIZED WORK OR TERMINATION OF THIS AGREEMENT.

14. OWNERSHIP OF DEVELOPMENTS

The Parties acknowledge and agree that SoCalGas, on behalf of its Customers, shall own all data, reports, information, manuals, computer programs, works of authorship, designs or improvements of equipment, tools or processes (collectively "Developments") or other written, recorded, photographic or visual materials, or other deliverables produced in the performance of this Agreement; provided, however, that Developments do not include equipment or infrastructure purchased for research, development, education or demonstration related to energy efficiency. Although WRCOG shall retain no ownership, interest, or title in the Developments except as may otherwise be provided in this Agreement, it will have a permanent, royalty free, non-exclusive license to use such Developments.

15. DISPUTE RESOLUTION

15.1. Dispute Resolution. Except as may otherwise be set forth expressly herein, all disputes arising under this Agreement shall be resolved as set forth in this Section 15.

15.2. Negotiation and Mediation. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between the Parties' authorized representatives. The disputing Party shall give the other Party written notice of any dispute. Within twenty (20) Calendar Days after delivery of such notice, the authorized representatives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) Calendar Days of the first meeting, any Party may initiate a mediation of the dispute. The mediation shall be facilitated by a mediator that is acceptable to both Parties and shall conclude within sixty (60) Calendar Days of its commencement, unless the Parties agree to extend the mediation process beyond such deadline. Upon agreeing on a mediator, the Parties shall enter into a written agreement for the mediation services with each Party paying a pro rata share of the mediator's fee, if any. The mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association; provided, however, that no consequential damages shall be awarded in any such proceeding and each Party shall bear its own legal fees and expenses.

15.3. Confidentiality. All negotiations and any mediation conducted pursuant to Section 15.2 shall be confidential and shall be treated as compromise and settlement negotiations, to which Section 1152 of the California Evidence Code shall apply, which Section is incorporated in this Agreement by reference.

15.4. Injunctive Relief. Notwithstanding the foregoing provisions, a Party may seek a preliminary injunction or other provisional judicial remedy if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo.

15.5. Continuing Obligation. Each Party shall continue to perform its obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement.

15.6. Failure of Mediation. If, after good faith efforts to mediate a dispute under the terms of this Agreement as provided in Section 15.2 above, the Parties cannot agree to a resolution of the dispute, any Party may pursue whatever legal remedies may be available to it at law or in equity, before a court of competent jurisdiction and with venue as provided in Section 35.

16. REPRESENTATIONS AND WARRANTIES

16.1. Representation of both Parties. Each Party represents and warrants, as of the Effective Date and thereafter during the term of this Agreement, that:

- 16.1.1. The Authorized Work performed by a Party and/or its Contractors shall comply with the applicable requirements of all statutes, acts, ordinances, regulations, codes, and standards of federal, state, local and foreign governments, and all agencies thereof.
- 16.1.2. The Authorized Work performed by a Party and/or its Contractors shall be free of any claim of trade secret, trade mark, trade name, copyright, or patent infringement or other violations of any proprietary rights of any person.
- 16.1.3. Each Party shall conform to the applicable employment practices requirements of (Presidential) Executive Order 11246 of September 24, 1965, as amended and applicable regulations promulgated thereunder.
- 16.1.4. Each Party shall contractually require each Contractor it hires to perform the Authorized Work to indemnify each other Party to the same extent such Party has indemnified each other Party under the terms and conditions of this Agreement.
- 16.1.5. Each Party shall retain, and shall cause its Contractors to retain, all records and documents pertaining to its Authorized Work obligations for a period of not less than five (5) years beyond the termination or expiration of this Agreement.

- 16.1.6. Each Party shall contractually require all of its Contractors to provide the other Parties reasonable access to relevant records and staff of Contractors concerning the Authorized Work.
- 16.1.7. Each Party will maintain, and may require its Contractors to maintain, the following insurance coverage or self insurance coverage, at all times during the term of this Agreement, with companies having an A.M. Best rating of “A-, VII” or better, or equivalent:
 - 16.1.7.1 Workers’ Compensation: statutory minimum.
 - 16.1.7.2. Employer’s Liability coverage: \$1 million minimum.
 - 16.1.7.3. Commercial General Liability: \$2 million minimum per occurrence/\$4 million minimum aggregate.
 - 16.1.7.4. Commercial or Business Auto (if applicable): \$1 million minimum.
 - 16.1.7.5. Professional Liability (if applicable): \$1 million minimum.
- 16.1.8 Each Party shall take all reasonable measures, and shall require its Contractors to take all reasonable measures, to ensure that the Program funds in its possession are used solely for Authorized Work, which measures shall include the highest degree of care that such Party uses to control its own funds, but in no event less than a reasonable degree of care.

17. PROOF OF INSURANCE

- 17.1. Evidence of Insurance. Upon request at any time during the term of this Agreement, a Party shall provide evidence that its insurance policies (and the insurance policies of any Contractor, as provided in Section 16.1.7) are in full force and effect, and provide the coverage and limits of insurance that the Party has represented and warranted herein to maintain at all times during the term of this Agreement.
- 17.2. Self-Insurance. If a Party is self-insured, such Party shall upon request forward documentation to the other Party that demonstrates to the other Party’s satisfaction that such Party self-insures as a matter of normal business practice before commencing the Authorized Work. Each Party will accept reasonable proof of self-insurance comparable to the above requirements.
- 17.3. Notice of Claims. Each Party shall immediately report to the other Party, and promptly thereafter confirm in writing, the occurrence of any injury, loss or damage incurred by such Party or its Contractors or such Party’s receipt of notice or knowledge of any claim by a third party of any occurrence that might give rise to such a claim over \$100,000.

18. CUSTOMER CONFIDENTIALITY REQUIREMENTS

- 18.1. Non-Disclosure. WRCOG, its employees, agents and Contractors shall not disclose any Confidential Customer Information (defined below) to any third party during the term of this Agreement or after its completion, without WRCOG having obtained the prior written consent of such Utility, except as provided by law, lawful court order or subpoena and provided WRCOG gives such Utility advance written notice of such order or subpoena.
- 18.2. Confidential Customer Information. “Confidential Customer Information” includes, but is not limited to, a Utility customer’s name, address, telephone number, account number and all billing and usage information, as well as any Utility customer’s information that is marked “confidential”. If WRCOG is uncertain whether any information should be considered Confidential Customer Information, WRCOG shall contact the Utility prior to disclosing the customer information.
- 18.3. Non-Disclosure Agreement. Prior to any approved disclosure of Confidential Customer Information, Utility may require WRCOG to enter into a nondisclosure agreement.
- 18.4. Commission Proceedings. This provision does not prohibit WRCOG from disclosing non-confidential information concerning the Authorized Work to the Commission in any Commission proceeding, or any Commission-sanctioned meeting or proceeding or other public forum.
- 18.5. Return of Confidential Information. Confidential Customer Information (including all copies, backups and abstracts thereof) provided to WRCOG by Utility during the performance of this Agreement and any and all documents and materials containing such Confidential Customer Information, whether provided by Utility or produced by WRCOG based on such Confidential Customer Information, (including all copies, backups and abstracts thereof), shall be returned to Utility or destroyed by WRCOG within ten (10) Business Days of the expiration or termination of this Agreement, with WRCOG to provide written certification to Utility confirming return or destruction of all such information, and at any time otherwise requested in writing by Utility.
- 18.6. Remedies. The Parties acknowledge that Confidential Customer Information is valuable and unique, and that damages would be an inadequate remedy for breach of this Section 18 and the obligations of the Parties are specifically enforceable. Accordingly, the Parties agree that in the event of a breach or threatened breach of this Section 18 by any Party, the Party whose Confidential Customer Information is implicated in such breach shall be entitled to seek and obtain an injunction preventing such breach, without the necessity of proving damages or posting any bond. Any such relief shall be in addition to, and not in lieu of, money damages or any other available legal or equitable remedy.

19. TIME IS OF THE ESSENCE

The Parties hereby acknowledge that time is of the essence in performing their obligations under this Agreement. Failure to comply with milestones and goals stated in this Agreement, including

but not limited to those set forth in Exhibit A of this Agreement, may constitute a material breach of this Agreement, resulting in its termination, payments being withheld, WRCOG Budgets being reduced or adjusted, funding redirected by SoCalGas to other programs or partners, or other Program modifications as determined by SoCalGas or as directed by the Commission.

20. CUSTOMER COMPLAINT RESOLUTION PROCESS

The Parties shall develop and implement a process for the management and resolution of Customer complaints in an expedited manner including, but not limited to: (a) ensuring adequate levels of professional Customer service staff; (b) direct access of Customer complaints to supervisory and/or management personnel; (c) documenting each Customer complaint upon receipt; and (d) directing any Customer complaint that is not resolved within five (5) Calendar Days of receipt by WRCOG to Utility.

21. RESTRICTIONS ON MARKETING

21.1. Use of Commission's Name. No Party may use the name of the Commission on marketing materials for the Program without prior written approval from the Commission staff. In order to obtain this written approval, SoCalGas must send a copy of the planned materials to the Commission requesting approval to use the Commission name and/or logo. Notwithstanding the foregoing, the Parties shall disclose their source of funding for the Program by stating prominently on marketing materials that the Program is "funded by California ratepayers under the auspices of the California Public Utilities Commission."

21.2. Use of Utility's Name. WRCOG must receive prior review and written approval from SoCalGas for the use of such Utility's name or logo on any marketing or other Program materials. WRCOG shall allow five (5) Business Days for such Utility review and approval. If WRCOG has not received a response from Utility within the five (5) Business Day period, then it shall be deemed that SoCalGas has disapproved such use.

21.3. Use of WRCOG's Name. SoCalGas must receive prior review and written approval from WRCOG for the use of WRCOG's name or logo on any marketing or other Program materials. The Utility shall allow five (5) Business Days for WRCOG's review and approval. If the Utility has not received a response from WRCOG within the five (5) Business Day period, then it shall be deemed that WRCOG has disapproved such use.

22. RIGHT TO AUDIT

The Parties agree that the other Party, and/or the Commission, or their respective designated representatives, shall have the right to review and to copy any records or supporting documentation pertaining to the performance of this Agreement or the Authorized Work, during normal business hours, and to allow reasonable access in order to interview any staff of WRCOG or the Utility who might reasonably have information related to such records. Further, the Parties agrees to include a similar right of the other Party and/or the Commission to audit records and

interview staff in any subcontract related to performance of the Authorized Work or this Agreement.

23. STOP WORK PROCEDURES

SoCalGas may suspend the Authorized Work being performed in their service territory for good cause, including, without limitation, concerns relating to program funding, implementation or management of the Program, safety concerns, fraud or excessive customer complaints, by notifying WRCOG in writing to suspend any Authorized Work being performed in SoCalGas's service territory. Any performance of Authorized Work by WRCOG in SoCalGas's service territory shall stop immediately, and WRCOG may resume its Authorized Work only upon receiving written notice from such Utility that it may resume its Authorized Work.

24. MODIFICATIONS

Except as otherwise provided in this Agreement, changes to this Agreement shall be only be valid through a written amendment to this Agreement signed by all Parties.

25. TERM AND TERMINATION

25.1. Term. This Agreement shall be effective as of the Effective Date. Subject to Section 37, this Agreement shall continue in effect until December 31, 2020 unless otherwise terminated in accordance with the provisions of Section 25.2 or 30 below.

25.2. Termination for Breach. Any Party may terminate this Agreement in the event of a material breach by the other Party of any of the material terms or conditions of this Agreement, provided such breach is not remedied within sixty (60) days written notice to the breaching Party thereof from the non-breaching Party or otherwise resolved pursuant to the dispute resolution provisions set forth in Section 15 herein.

25.3. Effect of Termination. Any termination by WRCOG or by SoCalGas shall constitute a termination of this Agreement in its entirety (subject, however, to the survival provisions of Section 37).

25.3.1. Subject to the provisions of this Agreement, WRCOG shall be entitled to Gas Surcharge Funds for all Program Expenditures incurred or accrued pursuant to contractual or other legal obligations for Authorized Work up to the effective date of termination of this Agreement, provided that any Monthly Reports or other reports, invoices, documents or information required under this Agreement or by the Commission are submitted in accordance with the terms and conditions of this Agreement. The provisions of this Section 25.3.1 shall be WRCOG's sole compensation resulting from any termination of this Agreement.

25.3.2. In the event of termination of this Agreement in its entirety, WRCOG shall stop any Authorized Work in progress and take action as directed by SoCalGas to bring the Authorized Work to an orderly conclusion, and the Parties

shall work cooperatively to facilitate the termination of operations and of any applicable contracts for Authorized Work.

26. WRITTEN NOTICES

Any written notice, demand or request required or authorized in connection with this Agreement, shall be deemed properly given if delivered in person or sent by **email**, nationally recognized overnight courier, or first class mail, postage prepaid, to the address specified below, or to another address specified in writing by a Party as follows:

Notices shall be deemed received (a) if personally or hand-delivered, upon the date of delivery to the address of the person to receive such notice if delivered before 5:00 p.m., or otherwise on the Business Day following personal delivery; (b) if mailed, three (3) Business Days after the date the notice is postmarked; (c) if by overnight courier, on the Business Day following delivery to the overnight courier within the time limits set by that courier for next-day delivery; or (d) if by e-mail, followed by telephone notification of transmission to the other Party by the noticing Party.

WRCOG:

Western Riverside Council of Governments
Name, Title
Street
City, CA zip
Tel:
Fax:
Email:

SoCalGas:

Southern California Gas Company
Ana Aceves, Program Manager
555 W. Fifth Street, GT20B4
Los Angeles, CA 90013
Tel: (213) 244-2220
Fax: (213) 244-8252
Email: aaceves2@socalgas.com

Notices shall be deemed received (a) if personally or hand-delivered, upon the date of delivery to the address of the person to receive such notice if delivered before 5:00 p.m., or otherwise on the Business Day following personal delivery; (b) if mailed, three (3) Business Days after the date the notice is postmarked; (c) if by facsimile, upon electronic confirmation of transmission, followed by telephone notification of transmission by the noticing Party; or (d) if by overnight courier, on the Business Day following delivery to the overnight courier within the time limits set by that courier for next-day delivery; or (e) if by e-mail, with electronic confirmation of transmission, followed by telephone notification of transmission by the noticing Party.

27. CONTRACTS

Each Party shall, at all times, be responsible for its Authorized Work obligations, and acts and omissions of Contractors, subcontractors and persons directly or indirectly employed by such Party for services in connection with the Authorized Work. Each Party shall require its Contractors to be bound by terms and conditions which are the same or similar to those contained in this Agreement, as the same may be applicable to Contractors.

28. RELATIONSHIP OF THE PARTIES

The Parties shall act in an independent capacity and not as officers or employees or agents of each other. This Agreement is not intended to and does not form any “partnership” within the meaning of the California Uniform Partnership Act of 1994 or otherwise.

29. NON-DISCRIMINATION CLAUSE

No Party shall unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Each Party shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment, and shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a)-(f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a)-(f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

Each Party represents and warrants that it shall include the substance of the nondiscrimination and compliance provisions of this clause in all subcontracts for its Authorized Work obligations.

30. COMMISSION/UTILITY AUTHORITY TO MODIFY OR TERMINATE

This Agreement and the Program shall at all times be subject to the discretion of the Commission, including, but not limited to, review and modifications, excusing a Party's performance hereunder, or termination as the Commission may direct from time to time in the reasonable exercise of its jurisdiction. In addition, in the event that any ruling, decision or other action by the Commission adversely impacts the Program, the Utility shall have the right to terminate this Agreement in accordance with the provisions of Section 25 above by providing at least ten (10) days' prior written notice to WRCOG setting forth the effective date of such termination. Notwithstanding the right to terminate, as partners in the Program, the Parties agree to share in the responsibility and to abide by Commission energy policy supporting this Program. The Parties agree to use all reasonable efforts to minimize the adverse impact to a Party resulting from such Commission actions, including but not limited to modification of the required energy savings goals set forth in Section 4.2 which are fundamental to this Agreement.

In the event that the EM&V plan referred to in Section 6.5, when issued by the Commission, adversely impacts any Party to this Agreement and the issues cannot be resolved through negotiation among the Parties, then any Party shall have the right to terminate this Agreement in accordance with the provisions of Section 25 above by providing at least ten (10) days' prior written notice to the other Parties setting forth the effective date of such termination

31. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specifically stated in writing.

32. ASSIGNMENT

No Party shall assign this Agreement or any part or interest thereof, without the prior written consent of the other Party, and any assignment without such consent shall be void and of no effect. Notwithstanding the foregoing, if Utility is requested or required by the Commission to assign its rights and/or delegate its duties hereunder, in whole or in part, such assignment or delegation shall not require WRCOG's consent and such Utility shall be released from all obligations hereunder arising after the effective date of such assignment, both as principal and as surety.

33. FORCE MAJEURE

Failure of a Party to perform its obligations under this Agreement by reason of any of the following shall not constitute an event of default or breach of this Agreement: strikes, picket lines, boycott efforts, earthquakes, fires, floods, war (whether or not declared), revolution, riots, insurrections, acts of God, acts of government (including, without limitation, any agency or department of the United States of America), acts of terrorism, acts of the public enemy, scarcity, or rationing of gasoline or other fuel or vital products, inability to obtain materials or labor, or other causes which are reasonably beyond the control of such Party.

34. SEVERABILITY

In the event that any of the terms, covenants or conditions of this Agreement, or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court, regulatory agency, or other regulatory body having jurisdiction, all other terms, covenants, or conditions of this Agreement and their application shall not be affected thereby, but shall remain in full force and effect, unless a court, regulatory agency, or other regulatory body holds that the provisions are not separable from all other provisions of this Agreement.

35. GOVERNING LAW; VENUE

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California. Any action brought to enforce or interpret this Agreement shall be filed in Los Angeles County, California.

36. SECTION HEADINGS

Section headings appearing in this Agreement are for convenience only and shall not be construed as interpretations of text.

37. SURVIVAL

Notwithstanding completion or termination of this Agreement, the Parties shall continue to be bound by the provisions of this Agreement which by their nature survive such completion or termination. Such provisions shall include, but are not limited to, Sections 9, 10, 13, 14, 15, 18, 22, 35 and 38 of this Agreement.

38. ATTORNEYS' FEES

Except as otherwise provided herein, in the event of any legal action or other proceeding between the Parties arising out of this Agreement or the transactions contemplated herein, each Party in such legal action or proceeding shall bear its own costs and expenses incurred therein, including reasonable attorneys' fees.

39. COOPERATION

Each Party agrees to cooperate with the other Party in whatever manner is reasonably required to facilitate the successful completion of this Agreement.

40. ENTIRE AGREEMENT

This Agreement (including all of the Exhibits and Attachments hereto which are incorporated into this Agreement by this reference) contains the entire agreement and understanding between the Parties and merges and supersedes all prior agreements, representations and discussions pertaining to the subject matter of this Agreement.

41. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

WRCOG:

FORMAL IMPLEMENTER'S NAME

By: NAME
Title: Chair of WRCOG
Date:

SoCalGas:

SOUTHERN CALIFORNIA GAS COMPANY

By: Becky Estrella
Title: Public Sector Manager, Public Sector Programs & Partnerships
Date:

EXHIBIT A

WESTERN RIVERSIDE ENERGY EFFICIENCY PARTNERSHIP and SOUTHERN CALIFORNIA GAS COMPANY

2020 GOALS & PROGRAM BUDGET

2020 Energy Savings (Gross Therm)
6,200

Other non-resource goals are contained in the SoCalGas IP in Exhibit B.

Estimated Allocations for WRCOG Partnership Authorized Budget

	2020
Administration	\$10,000
Marketing & Outreach	\$10,400
Direct Implementation	\$88,000
Total Budget	\$108,400

- (1) Incentive is a part of SoCalGas Core Program's Incentive Budget. The incentive level is \$1.50 per therm for calculated measures. Incentives for deemed measures are in accordance with the incentive levels for the applicable SoCalGas Core Programs.

EXHIBIT B

**SOUTHERN CALIFORNIA GAS COMPANY
IMPLEMENTATION PLAN**

EXHIBIT C

EM&V PLAN

EXHIBIT D

REPORTING REQUIREMENTS

1. Reporting

1.1 WRCOG shall provide SoCalGas with the requisite information, in accordance with the Agreement, on the prior month's activities, accomplishments and expenditures related to its respective Authorized Work or Approved Project obligations, for purposes of preparing the Monthly, Quarterly and Annual Reports.

1.2 Utility shall provide WRCOG in accordance with the provisions of the Agreement, a copy of its filed Monthly Report within five (5) Business Days after filing.

2. Quarterly Report

2.1 Portfolio Benefit/Cost Metrics (Cumulative to Date)

- a. Total cost to ratepayers (TRC, administrative cost and incremental cost per the Standard Practice Manual)
- b. Total savings to ratepayers (TRC)
- c. Net benefits to ratepayers (TRC)
- d. TRC Ratio
- e. PAC Ratio
- f. Cost per kWh saved (cents/kWh) (PAC)
- g. Cost per therm savings (\$/therm) (PAC)

2.2 Measure List –A spreadsheet table for each program or program element¹ containing each measure installed, service rendered, or measure/service committed during the report month for which the Program intends to claim savings. WRCOG should include any new measures as part of the quarterly report. The list should display each measure as it is tracked and recorded by WRCOG, and should include the following parameters at a minimum:

- a. Name of Measure or Service Rendered
- b. Measure or Service Description
- c. Customer name and applicable Utility account number
- d. Installation site address
- e. Affected square footage
- f. Applicable NAICS code
- g. DEER Measure ID (where applicable)
- h. DEER Run ID (where applicable)
- i. Unit Definition
- j. Unit gross kWh savings
- k. Unit gross Therms savings
- l. Unit gross kW demand reduction
- m. Incremental Measure Cost
- n. Net to Gross Ratio
- o. Effective Useful Life
- p. Detailed end use classification (using classification scheme in section 6)
- q. Quantity Installed during report period

¹ Identification of distinct programs and program elements may be determined by CPUC staff at a later time.

- r. Quantity Committed during report period
- s. Rebate amount paid
- t. Market Sector classification (using classification scheme in section 6)
- u. Market Segment classification (using classification scheme in section 6)

2.3 Expenditures for the program per cost reporting format below (Section 7 below contains list of allowable costs)

- h. Commission Authorized Budget
- i. Operating Budget
- j. Total Expenditures
 - i. Administrative Cost
 - ii. Marketing/Advertising/Outreach Costs
 - iii. Direct Implementation

2.4 GBI Report – Progress towards achieving goals of the Green Building Initiative, if applicable (Cumulative results)

- a. Estimate of expenditures on program activities that contribute towards GBI goals (including both public and non-public commercial participants)
- b. Net cumulative achieved kW, kWh and Therm savings contributing towards GBI goals.
- c. Net achieved kW, kWh and Therm savings contributing towards GBI goals for the quarter.
- d. A description of non-resource program activities that support the Green Building Initiative, including marketing and outreach activities.
- e. Estimate of square footage affected by program activities supporting the Green Building Initiative
- f. Items b, c and e above disaggregated by:
 - i. 2-digit NAICS code
 - ii. Aggregated end use classification (using classification scheme in section 5)

2.5 Program Narratives – For the program, a description of the program activities occurring during the quarter.

- k. Administrative activities
- l. Marketing activities
- m. Direct Implementation activities
- n. Implementer's assessment of program performance and program status (is the program on target, exceeding expectations, or falling short of expectations, etc.)
- o. For non-resource programs and program elements (programs or program elements that are not claiming direct energy impacts), a discussion of the status of program achievements.
- p. Discussion of changes in program emphasis (new program elements, less or more emphasis on a particular delivery strategy, program elements discontinued, measure discontinued, etc.)
- q. Discussion of near term plans for program over the coming months (e.g., marketing and outreach efforts that are expected to significantly increase program participation, etc.)
- r. Changes to staffing and staff responsibilities, if any
- s. Changes to contacts, if any
- t. Changes to subcontractors and subcontractor responsibilities, if any
- u. Number of customer complaints received
- v. Program Theory and Logic Model if not already provided in the program's implementation plan, or if revisions have been made.

2.6 Quarterly Reports – Each Utility shall provide WRCOG a copy of its filed Quarterly Report within five (5) Business Days after filing with the Commission in accordance with the Agreement.

3. Annual Reports

The format and content of the annual report is expected to be developed by the CPUC in 2010. WRCOG will be required to fulfill these reporting obligations for their program.

4. Reporting Terminology Definitions

Adopted Program Budget – The program budget as it is adopted by the Commission. Inclusive of costs (+/-) recovered from other sources.

Operating Program Budget – The program budget as it is defined by the program administrators for internal program budgeting and management purposes. Inclusive of costs (+/-) recovered from other sources.

Direct Implementation Expenditures – Costs associated with activities that are a direct interface with the customer or program participant or recipient (e.g., contractor receiving training). *(Note: This is still an open issue, the items included in this definition may be changed by the CPUC pending discussion on the application of the State's Standard Practice Manual.)*

Report Month – The month for which a particular monthly report is providing data and information. For example, the report month for a report covering the month of July 2010, but prepared and delivered later than July 2010, would be July 2010.

Program Strategy – The method deployed by a program in order to obtain program participation.

Program Element – A subsection of a program, or body of program activities within which a single program strategy is employed. (Example: A body of program activities employing both an upstream rebate approach and a direct install approach is not a single program element.)

5. Measure Classification

Measure End-Use Classification

Each energy efficiency measure reported should be classified into one of the following end-use categories

Residential End Uses

Detailed End Use

Clothes Dryer
Clothes Washer
Consumer Electronics
Cooking
Dishwasher
Other Appliance
Building Shell
Space Cooling
Space Heating
Interior Lighting
Exterior Lighting
Pool Pump

Aggregated End Use

Appliances
Appliances
Consumer Electronics
Cooking Appliances
Appliances
Appliances
HVAC
HVAC
HVAC
Lighting
Lighting
Pool Pump

Freezers	Refrigeration
Refrigeration	Refrigeration
Water Heating	Water Heating
Other (User Entered Text String Description)	Other

Nonresidential End Uses

Detailed End Use

Building Shell
Space Cooling
Space Heating
Ventilation
Daylighting
Interior Lighting
Exterior Lighting
Office Equipment
Compressed Air
Cooking
Food Processing
Motors
Process Cooling
Process Heat
Process Steam
Pumps
Refrigeration
Other (User Entered Text String Description)

Aggregated End Use

HVAC
HVAC
HVAC
HVAC
Lighting
Lighting
Lighting
Office
Process
Process
Process
Process
Process
Process
Process
Refrigeration
Other

Measure Market Sector/Market Segment Classification

Where reports require market sector or market segment classification, the following classification scheme should be used.

Market Sector

Residential
Single Family
Multi Family
Mobile Homes
Nonresidential
Commercial
Industrial
Agricultural
Unknown

Market Segment

NA
NA
NA
NA
NAICS CODE (greater than 2 digit not required)
NAICS CODE (greater than 2 digit not required)
NAICS CODE (greater than 2 digit not required)
NAICS CODE (greater than 2 digit not required)
NA

6. Allowable Costs

Allowable Costs Table	
The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer-funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the program administrator. If there is a desire to include additional Allowable Cost elements, the program administrator should be contacted in order for the administrator to seek approval from the CPUC.	
	3/30/2006
Cost Categories	Allowable Costs
Administrative Cost Category	Managerial and Clerical Labor
	IOU Labor - Clerical
	IOU Labor - Program Design
	IOU Labor - Program Development
	IOU Labor - Program Planning
	IOU Labor - Program/Project Management
	IOU Labor - Staff Management
	IOU Labor - Staff Supervision
	Subcontractor Labor - Clerical
	Subcontractor Labor - Program Design
	Subcontractor Labor - Program Development
	Subcontractor Labor - Program Planning
	Subcontractor Labor - Program/Project Management
	Subcontractor Labor - Staff Management
	Subcontractor Labor - Staff Supervision
	Human Resource Support and Development
	IOU Labor - Human Resources
	IOU Labor - Staff Development and Training
	IOU Benefits - Administrative Labor
	IOU Benefits - Direct Implementation Labor
	IOU Benefits - Marketing/Advertising/Outreach Labor
	IOU Payroll Tax - Administrative Labor
	IOU Payroll Tax - Administrative Labor
	IOU Payroll Tax - Administrative Labor
	IOU Pension - Administrative Labor
	IOU Pension - Direct Implementation Labor
	IOU Pension - Marketing/Advertising/Outreach Labor
	Subcontractor Labor - Human Resources
	Subcontractor Labor - Staff Development and Training
	Subcontractor Benefits - Administrative Labor
	Subcontractor Benefits - Direct Implementation Labor
	Subcontractor Benefits - Marketing/Advertising/Outreach Labor
	Subcontractor Payroll Tax - Administrative Labor
	Subcontractor Payroll Tax - Direct Implementation Labor
	Subcontractor Payroll Tax - Marketing/Advertising/Outreach Labor
	Subcontractor Pension - Administrative Labor
	Subcontractor Pension - Direct Implementation Labor
	Subcontractor Pension - Marketing/Advertising/Outreach Labor
	Travel and Conference Fees

Allowable Costs Table

The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer-funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the program administrator. If there is a desire to include additional Allowable Cost elements, the program administrator should be contacted in order for the administrator to seek approval from the CPUC.

3/30/2006

Cost Categories

Allowable Costs

IOU Conference Fees

IOU Labor - Conference Attendance

IOU Travel - Airfare

IOU Travel - Lodging

IOU Travel - Meals

IOU Travel - Mileage

IOU Travel - Parking

IOU Travel - Per Diem for Misc. Expenses

Subcontractor - Conference Fees

Subcontractor Labor - Conference Attendance

Subcontractor - Travel - Airfare

Subcontractor - Travel - Lodging

Subcontractor - Travel - Meals

Subcontractor - Travel - Mileage

Subcontractor - Travel - Parking

Subcontractor - Travel - Per Diem for Misc. Expenses

Overhead (General and Administrative) - Labor and Materials

IOU Equipment Communications

IOU Equipment Computing

IOU Equipment Document Reproduction

IOU Equipment General Office

IOU Equipment Transportation

IOU Food Service

IOU Office Supplies

IOU Postage

IOU Labor - Accounting Support

IOU Labor - Accounts Payable

IOU Labor - Accounts Receivable

IOU Labor - Administrative

IOU Labor - Facilities Maintenance

IOU Labor - Materials Management

IOU Labor - Procurement

IOU Labor - Shop Services

IOU Labor - Transportation Services

IOU Labor - Automated Systems

IOU Labor - Communications

IOU Labor - Information Technology

IOU Labor - Telecommunications

Subcontractor Equipment Communications

Subcontractor Equipment Computing

Subcontractor Equipment Document Reproduction

Subcontractor Equipment General Office

Allowable Costs Table

The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer-funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the program administrator. If there is a desire to include additional Allowable Cost elements, the program administrator should be contacted in order for the administrator to seek approval from the CPUC.

3/30/2006**Cost Categories****Allowable Costs**

	Subcontractor Equipment Transportation
	Subcontractor Food Service
	Subcontractor Office Supplies
	Subcontractor Postage
	Subcontractor Labor - Accounting Support
	Subcontractor Labor - Accounts Payable
	Subcontractor Labor - Accounts Receivable
	Subcontractor Labor - Facilities Maintenance
	Subcontractor Labor - Materials Management
	Subcontractor Labor - Procurement
	Subcontractor Labor - Shop Services
	Subcontractor Labor - Administrative
	Subcontractor Labor - Transportation Services
	Subcontractor Labor - Automated Systems
	Subcontractor Labor - Communications
	Subcontractor Labor - Information Technology
	Subcontractor Labor - Telecommunications

Marketing/Advertising/Outreach Cost Category

	IOU - Advertisements / Media Promotions
	IOU - Bill Inserts
	IOU - Brochures
	IOU - Door Hangers
	IOU - Print Advertisements
	IOU - Radio Spots
	IOU - Television Spots
	IOU - Website Development
	IOU Labor - Marketing
	IOU Labor - Media Production
	IOU Labor - Business Outreach
	IOU Labor - Customer Outreach
	IOU Labor - Customer Relations
	Subcontractor - Bill Inserts
	Subcontractor - Brochures
	Subcontractor - Door Hangers
	Subcontractor - Print Advertisements
	Subcontractor - Radio Spots
	Subcontractor - Television Spots
	Subcontractor - Website Development
	Subcontractor Labor - Marketing
	Subcontractor Labor - Media Production
	Subcontractor Labor - Business Outreach
	Subcontractor Labor - Customer Outreach

Allowable Costs Table	
The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer-funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the program administrator. If there is a desire to include additional Allowable Cost elements, the program administrator should be contacted in order for the administrator to seek approval from the CPUC.	
	3/30/2006
Cost Categories	Allowable Costs
	Subcontractor Labor - Customer Relations
Direct Implementation Cost Category	
	Financial Incentives to Customers
	Activity - Direct Labor
	IOU Labor - Curriculum Development
	IOU Labor - Customer Education and Training
	IOU Labor - Customer Equipment Testing and Diagnostics
	IOU Labor - Facilities Audits
	Subcontractor Labor - Facilities Audits
	Subcontractor Labor - Curriculum Development
	Subcontractor Labor - Customer Education and Training
	Subcontractor Labor - Customer Equipment Testing and Diagnostics
	Installation and Service - Labor
	IOU Labor - Customer Equipment Repair and Servicing
	IOU Labor - Measure Installation
	Subcontractor Labor - Customer Equipment Repair and Servicing
	Subcontractor Labor - Customer Equipment Repair and Servicing
	Direct Implementation Hardware and Materials
	IOU Audit Applications and Forms
	IOU Direct Implementation Literature
	IOU Education Materials
	IOU Energy Measurement Tools
	IOU Installation Hardware
	Subcontractor - Direct Implementation Literature
	Subcontractor - Education Materials
	Subcontractor - Energy Measurement Tools
	Subcontractor - Installation Hardware
	Subcontractor - Audit Applications and Forms
	Rebate Processing and Inspection - Labor and Materials
	IOU Labor - Field Verification
	IOU Labor - Site Inspections
	IOU Labor - Rebate Processing
	IOU Rebate Applications
	Subcontractor Labor - Field Verification
	Subcontractor Labor - Rebate Processing
	Subcontractor - Rebate Applications



Western Riverside Council of Governments

Technical Advisory Committee

Staff Report

Subject: Regional Housing Needs Assessment Methodology Activities Update

Contact: Chris Gray, Director of Transportation & Planning, cgray@wrcoq.us, (951) 405-6710

Date: November 21, 2019

The purpose of this item is to provide an update on the Regional Housing Needs Assessment (RHNA) Cycle 6 process occurring at the Southern California Association of Governments (SCAG).

Requested Action:

1. Receive and file.

Background

The state-wide housing crisis is creating challenges locally in housing the subregion's growing population, complying with changing legislation, meeting RHNA targets, and avoiding growing risks that might come with findings of non-compliance. In response to this, WRCOG's 2019/2020 Legislative Platform established Housing as a Priority Issue Area, recognizing the acute impact of the state-wide housing shortage and housing-related legislative activity to the WRCOG subregion. For this Priority Issue Area, WRCOG committed, to the extent possible, to having staff lead more targeted efforts, including engaging state agency staff in solutions-oriented discussions regarding the housing crisis and related activities. One of the leading topics in housing-related issues is RHNA.

Each local jurisdiction in California is required to adopt a Housing Element as part of its General Plan that shows how the jurisdiction plans to meet the existing and projected housing needs of people at all income levels. 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. As part of this process, the California Department of Housing and Community Development (HCD) and SCAG identify the total housing need for the SCAG region. California's Housing Element Law ([Government Code](#), Section [65584.04](#)) charges SCAG with developing a "methodology to distribute the identified housing need to local governments in a manner that is consistent with the development pattern included in the Sustainable Communities Strategy (SCS).

SCAG is currently preparing for its 6th RHNA Cycle, which will cover the planning period of October 2021 through October 2029. Between February and June 2019, SCAG staff presented to its RHNA Subcommittee on different factors that could be used to develop a proposed RHNA methodology. Based on the feedback received from the Subcommittee and public comment, SCAG staff has developed three options for consideration. In August 2019, SCAG held four public hearings to obtain input from stakeholders on the methodologies. The deadline to submit comments was September 13, 2019. WRCOG, along with many of its member agencies, submitted comment letters to SCAG regarding the proposed RHNA methodologies.

Based on the comment received from stakeholders (including WRCOG and its member agencies), SCAG developed a fourth option to allocate RHNA units to jurisdictions in the SCAG region. This option was approved by the SCAG RHNA Subcommittee and the Community, Economic & Human Development Committee. Final discussion and approval of a methodology occurred on November 7, 2019, at the SCAG

Regional Council Meeting. The Regional Council approved a new RHNA allocation methodology, which was a modified version of the one recommended by SCAG staff. This new allocation methodology was proposed by Mayor Rusty Bailey of Riverside and removed the use of local growth projections to calculate a portion of the RHNA allocation. This change to the methodology reduced the RHNA allocation to the WRCOG subregion by approximately 45,000 units. This new methodology was supported by about 70% of the Regional Council members.

During this meeting, the City of Los Angeles requested that SCAG review several of the inputs, particularly the manner in which units are assigned to High Quality Transit Areas (HQTAs). SCAG has agreed to provide this information and we are unsure if it will substantially change the current estimates.

This new methodology will be forwarded to HCD for its consideration. Based on input from HCD, SCAG will finalize the methodology and notify jurisdictions of their RHNA allocation prior to the 6th RHNA Cycle.

WRCOG Jurisdictions	NEW Alternative RHNA Allocation	Staff Recommended RHNA	Difference
Banning	1654	3281	-1627
Beaumont	4129	6216	-2087
Calimesa	1996	4349	-2353
Canyon Lake	128	192	-64
Corona	5849	6419	-570
Eastvale	2913	2405	508
Hemet	6499	12662	-6163
Jurupa Valley	4261	4966	-705
Lake Elsinore	6656	12238	-5582
Menifee	6567	11997	-5430
Moreno Valley	13495	16303	-2808
Murrieta	3019	3318	-299
Norco	417	42	375
Perris	7662	10059	-2397
Riverside	18185	20139	-1954
San Jacinto	3385	6534	-3149
Temecula	4169	7764	-3595
Wildomar	2703	4971	-2268
Unincorp. Riverside	40719	46214	-5495
TOTAL	134406	180069	-45,663

WRCOG Actions

Over the next several months, WRCOG will be providing regular updates to its member agencies through regular emails as well as Committee updates. Additionally, SCAG's Executive Director (Kome Ajise) will be attending the December 3, 2019, WRCOG Executive Committee meeting to present the Draft Connect SoCal Development, which is a long-range land use and transportation plan for the SCAG region. Staff expects that this presentation will also address an update on the RHNA process from SCAG's perspective.

Prior Actions:

November 13, 2019: The Administration & Finance Committee received and filed.

October 10, 2019: The Planning Directors Committee received and filed.

October 7, 2019: The Executive Committee received and filed.

Fiscal Impact:

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

Attachment:

None.

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Western Riverside Council of Governments

Technical Advisory Committee

Staff Report

Subject: SoCal AltCar Conference, Expo, and Ride & Drive Recap

Contact: Kyle Rodriguez, Staff Analyst, krodriguez@wrcog.us, (951) 405-6721

Date: November 21, 2019

The purpose of this item is to provide a summary of the Southern California AltCar Conference, Expo, and Ride & Drive.

Requested Action:

1. Receive and file.

On October 16, 2019, WRCOG hosted this year's SoCal AltCar Conference, Expo, and Ride & Drive (Expo) at the Riverside Convention Center. The Expo has been around for 15 years and is hosted in various locations across California (Oakland, Sacramento, Santa Monica, and now Riverside). The Expo brings together groups of leading policymakers, fleets, sustainability directors, and legislators to discuss the importance of alternative and advanced technology transportation. The Expo's purpose is to increase the awareness and knowledge of alternative fuel vehicles in California and provide an opportunity for local governments, staff, and residents the chance to learn about the different alternative fuel vehicle choices available.

This year's event kicked off with a California Air Resources Board (CARB) press conference in which CARB Chair Mary Nichols marked the initiation of a partnership with the University of California, Riverside (UCR), Riverside City College, and Riverside County School District. The partnership will support making the Inland empire a hub for clean energy by encouraging and enhancing student's education and understanding about air quality.

Following the press conference, Ms. Nichols served as the Expo's hosted keynote speaker. Ms. Nichols embraced Riverside's blue sky, recalling years past where mountains were not visible. Although the air quality has improved from years past, the Inland Empire's air quality still needs more attention.

Two-panel sessions were held:

1. The first panel, moderated by Annette Hebert with CARB, was on Innovative Mobility Solutions: Light- Duty to Heavy-Duty Product and Best Fleet Practices, featuring representatives from UCR's CE-CERT, the City of Colton, PepsiCo, and Nissan North America. Panelists highlighted their success stories based on implementing innovative projects with their staff and everyday workforce environment through the adoption of electric vehicles (EV). The panel shared insight through moderated discussion on why they are investing in a more modernized fleet and relying on sustainable energy practices.
2. The second panel, moderated by Casey Dailey with WRCOG, was on Alternative Technology Infrastructure and Product Investment Opportunities, featuring representatives from the South Coast Air Quality Management District (AQMD), Electrify America, and Southern California Edison. Representatives highlighted the EV infrastructure projects that have been completed to assist with their respected goals of greenhouse gas emissions reductions. Panelists provided further information on rebate projects they offer

for both vehicle replacement programs and infrastructure support, including the disadvantaged communities.

The Expo concluded with a Ride & Drive, where attendees were able to test drive some of the industry's leading alternative fuel vehicles and were given the opportunity to ask questions to subject matter experts.

The event included a variety of stakeholders within the Inland Empire: ADOMANI Zero-Emission Vehicles, Bike Riverside, AQMD, CA Clean Vehicle Rebate Project, CR&R, GRIP Idle Management System, Honda Motor Company, Jurupa Unified School District, Nissan, OmniTrans, Riverside Transit Agency, SoCal Gas, Southern California Edison, StratosFuel, UCR CE-CERT, Reach-Out Volvo Lights Project, and the WRCOG Clean Cities Coalition.

Members of the community were able to preview vehicles such as the Nissan Leaf, Lion's Electric School bus, CE-CERT's EV Trailer, StratoShare's Hydrogen vehicles, Honda's Clarity PHEV, CR&R's CNG Waste truck, Bike Riverside's Electric Bike, and ADOMANI's Electric Cutaway logistics van.

Staff with Electrify America attended the Expo and shared their innovations and progress in the development of the largest EV charger network in the nation. To engage WRCOG and its member jurisdictions, a hosted invite-only discussion took place involving what steps can be taken to attract EV infrastructure investment to their cities. Specifically, Electrify America provided insight into its EV charger investment and development process including hurdles, success stories, and best practices for EV station siting and development.

Below are pictures of the CARB Press Conference, SoCal AltCar keynote, Ride & Drive, and panel discussion.



Prior Action:

None.

Fiscal Impact:

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

Attachment:

None.

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Western Riverside Council of Governments

Technical Advisory Committee

Staff Report

Subject: California Clean Air Day Activities Recap

Contact: Rayza Sison, Staff Analyst, rsison@wrcog.us, (951) 405-6735

Date: November 21, 2019

The purpose of this item is to provide a summary on completed California Clean Air Day goals and activities.

Requested Action:

1. Receive and file.

Background

The 2nd annual California Clean Air Day took place on October 2, 2019, and was a statewide effort to raise awareness for pollution-related health problems, reduce air pollution, and improve air quality. WRCOG staff served as a co-chair for the Inland Empire Working Group.

WRCOG Activities

WRCOG's Executive Committee adopted a resolution declaring October 2nd as California Clean Air Day. Member agencies that adopted a similar resolution were provided with resources to host a tree planting ceremony at a location of their choice by WRCOG, which received a micro-grant to support event activities.

The Cities of Beaumont, Calimesa, Hemet, Menifee, Murrieta, Norco, and Perris participated by:

1. Adopting a resolution / proclamation in support of California Clean Air Day, and;
2. Coordinating a tree planting ceremony to raise awareness for air quality concerns.

Jurisdiction	Location	Event
Beaumont	Fallen Heroes Park	Tree Planting Ceremony
Calimesa	City Hall	Tree Planting Ceremony
Hemet	Mary Henley Park	Tree Planting Ceremony
Menifee	John Denver Park (formerly Rancho Ramona Park)	Park Rededication and Tree Planting Ceremony
Murrieta	City Hall	Tree Planting Ceremony
Norco	Fifth St.	Tree Planting Ceremony
Perris	City Garden	Tree Planting Ceremony

Overall, 1.2 million Californians participated in Clean Air Day activities this year, with 462 incorporated cities and 316 organizations taking the pledge to clean the air. Over 222,000 individuals from the Inland Empire acted to reduce air pollution. The subregion hosted 14 dedicated Clean Air Day events, nine of which were supported or organized by WRCOG member agencies. See Attachment 1 for additional Clean Air Day Results.

Prior Action:

None.

Fiscal Impact:

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

Attachment:

1. Coalition for Clean Air Inland Empire Clean Air Day Report.

Item 6.F

California Clean Air Day Activities Recap

Attachment 1

Coalition for Clean Air Inland Empire Clean Air Day Report

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Coalition for Clean Air Inland Empire Clean Air Day Report

Statistics

222,151 individuals pledged

242,722 actions pledged

Resolutions and Proclamations

Calimesa – Resolution 2019-43, passed on September 3, 2019

Menifee – Proclamation passed on September 18, 2019

Beaumont – Resolution passed on September 17, 2019

Norco – Resolution 2019-53, passed on September 18, 2019

Perris – Resolution, passed on September 24, 2019

Murrieta – Resolution, passed on September 17, 2019

Hemet – Resolution, Passed on September 10, 2019

Inland Empire Clean Air Day Event Recap

14 Events

Event	Location	Sponsor	Description
Green Today, Clean Tomorrow	14740 Ramona Ave., Chino, CA	Creative Bus Sales	CBS' showcase for its Alternative Fuel Vehicles (ultra-low and zero emission) powered by Electric, Hybrid, Natural Gas, and Propane.
Southern California AltCar Conference, Expo, and Ride & Drive	3637 5th Street, Riverside, CA	Western Riverside Council of Governments	The 14th annual Southern California AltCar Expo, hosted in the Inland Empire with the goal of showcasing California's commitment to alternative fuel technology for transportation, infrastructure, and energy, took place on November 16, 2019. The expo consisted of a conference, exposition hall, and Ride & Drive.
Switch It Out!	401 E. 21st Street, San Bernardino, CA	Dignity Health: St. Bernardine Medical Center	Dignity Health hosted a workshop to teach the public on why they should switch their household cleaning products due to the impact chemicals can have on a family's health.
Environmental Health Literacy	Redlands High School, 840 E. Citrus Ave., Redlands, CA	STEM For All Foundation	The Redlands Unified School District and the STEM for All Foundation, a student-run non-profit organization, organized an Environmental Health Literacy (EHL) event at Redlands High School, on October 2, 2019. The purpose of this event was to create awareness about Clean Air Day and the harmful effects of air pollution on children. As a part of the EHL event, the Foundation ran a campaign to get high school students to walk or ride their bicycles to school.
Clean Air Day Engagement	2101 N. Waterman Ave., San Bernardino, CA	Dignity Health: St. Bernardine Medical Center	St. Bernardine Medical Center, along with an organization-wide pledge, hosted an event to teach hospital employees, visitors, and patients about Clean Air Day and how they can take part in cleaning the air.

Event	Location	Sponsor	Description
CE-CERT Open House	1084 Columbia Ave., Riverside, CA	UCR College of Engineering-Center for Environmental Research & Technology (CE-CERT)	UCR CE-CERT opened its laboratories for the public to learn about sustainable technologies being developed by the CE-CERT team to help improve our region.
Vermont Elementary School: Walk to School Day for Clean Air!	3695 Vermont St, San Bernardino, CA	Vermont Parents in Action; Safe Routes Partnership; Assemblymember Eloise Gomez Reyes; and the County of San Bernardino Public Health.	Parents, students, and teachers celebrated International Walk to School Day and Clean Air Day by walking or biking to school in an effort to improve air quality.
City of Beaumont Tree Planting Ceremony	Oak View Drive & Iris Street, Beaumont, CA	City of Beaumont	On Tuesday, September 17, 2019, the City Council approved a resolution supporting Clean Air Day. Beaumont, in partnership with WRCOG, supported California Clean Air Day with a tree planting ceremony.
City of Norco Tree Planting Ceremony	5th St. between Western Ave. and Broken Lance Lane, Norco, CA	City of Norco	The City of Norco hosted a tree planting ceremony in honor of California Clean Air Day on October 2, 2019. Sixty trees were be planted along 5th Street, between Western Ave. and Broken Lance Lane by city officials and community residents.
City of Murrieta Tree Planting Ceremony	1 Town Square, Murrieta, CA	City of Murrieta	The City of Murrieta celebrated California Clean Air Day with a tree planting ceremony at City Hall on October 2, 2019. The City planted a tree at City Hall to recognize the importance of clean air and our community's growing efforts to reduce, reuse and recycle.
City of Calimesa Tree Planting Ceremony	City Hall	City of Calimesa	The City of Calimesa hosted a tree planting ceremony in honor of California Clean Air Day, on October 2, 2019.
City of Hemet Tree Planting Ceremony	Mary Henley Park	City of Hemet	The City of Hemet hosted a tree planting ceremony in honor of California Clean Air Day, on October 2, 2019.
City of Menifee Tree Planting Ceremony	John Denver Park (formerly Rancho Ramona Park)	City of Menifee	The City of Menifee hosted a tree planting ceremony in honor of California Clean Air Day, on October 2, 2019, alongside the John Denver Park rededication ceremony.



Western Riverside Council of Governments

Technical Advisory Committee

Staff Report

Subject: 1st Quarter Draft Budget Amendment for Fiscal Year 2019/2020

Contact: Andrew Ruiz, Chief Financial Officer, aruiz@wrcog.us, (951) 405-6741

Date: November 21, 2019

The purpose of this item is to request approval of WRCOG's 1st Quarter Draft Budget Amendment for Fiscal Year (FY) 2019/2020. The staff report includes a summary of increases and/or decreases to both revenues and expenditures by department, including addition of positions to support Western Community Energy (WCE).

Requested Action:

1. Recommend that the Executive Committee approve the 1st Quarter Draft Agency Budget Amendment for Fiscal Year 2019/2020.

WRCOG General Fund / WCE

As part of the Implementation and Management Services Agreement between WRCOG and WCE, WRCOG provides administrative support (i.e., staffing) to implement WCE, and will continue to do so until WCE decides it should hire its own employees. Currently, the WRCOG Deputy Executive Director – Operations spends approximately 80% of her time and the Energy Program Manager spends approximately 50% of his time working on WCE, along with a few other WRCOG staff that spend less than 10% of their time on WCE.

In examining WCE's staffing needs for the next eight months in preparation for launch, staff has identified key positions that are needed. These include the following:

- **Energy Accounts Manager:** The Energy Accounts Manager's primary function will be to focus on the retention of commercial, industrial, and agricultural accounts. Staff recommends bringing this person on board during **January 2020**.
- **Accounting Manager:** The Accounting Manager primary function will be to assist the Chief Financial Officer with day to day accounting tasks as they relate to WCE operations. Funding for this position will be split between WRCOG, WCE, and the Riverside County Habitat Conservation Agency. Staff recommends bringing this person on board during **January 2020**.
- **WCE Director:** The WCE Director's primary function will be overseeing the day to day operations of WCE as well as working with the Executive Director on recruiting new members, representing the Agency, overseeing the team of consultants, and other activities that relate to running the Agency. With the pending retirement of the Deputy Executive Director – Operations in late July 2020, there is the intent to promote from within WRCOG for this position. Staff recommends the promotion to this position in **June 2020**.
- **Staff Analyst:** The Staff Analyst's primary function will be to assist the WCE Director with the day to day functions and operations of WCE. This includes working with the WCE consultant team, presenting to the community, preparing staff reports and agendas, etc. Staff recommends bringing this person on board during the **spring of 2020**.

At the WCE Board of Directors meeting on November 13, 2019, it was requested that these positions be added to the WRCOG budget prior to bringing the staff on-board. Since the employees working on WCE are WRCOG employees, staff is bringing these specific positions forward to be added to budget to work on WCE.

As part of the Implementation and Management Services Agreement between WRCOG and WCE, WCE will pay back WRCOG for all start-up costs associated with launching WCE. It is anticipated that WCE will begin to pay back WRCOG in late 2021. This is due to financing being received from Barclay's Bank for energy-related costs that stipulates WCE is restricted from paying back WRCOG until the WCE facility is paid off or certain covenants have been met.

Once WCE launches in April 2020, however, WCE will be self-sufficient and will be able to support its ongoing operational costs, such as staffing, through its own revenues and will no longer need WRCOG to support any additional expenses. Staff is requesting an additional \$135,000 be transferred to WCE for additional staffing costs associated with its launch.

Transportation & Planning Department

Transportation & Planning Department expenditures exceeded the budgeted amount by \$304, primarily due to training costs associated with the Fellowship Program and member dues related to TUMF Program. These expenditures will be offset by a decrease in expenditures in other budgeted categories.

Net Expenditure increase to Transportation & Planning Department: \$0

Energy Department

Energy Department expenditures exceeded the budgeted amount by \$12,982, primarily due to legal costs associated with PACE providers SAMAS Capital and TWAIN Capital. SAMAS is expected to pay back the legal costs, and the legal costs associated with TWAIN Capital are expected to be offset by future revenues. \$1,638 in expenditures will be offset by a decrease in expenditures in other budgeted categories.

Net Expenditure increase to the Energy Department: \$11,344

Environmental Department

Environmental Department expenditures exceeded the budgeted amount by \$881, primarily due to costs associated with a new computer for staff. These expenditures will be offset by a decrease in expenditures in other budgeted categories.

Net Expenditure increase to the Environment Department: \$0

Prior Actions:

November 13, 2019: The Administration & Finance Committee recommended that the Executive Committee approve the 1st Quarter Draft Agency Budget Amendment for Fiscal Year 2019/2020.

October 24, 2019: The Finance Directors Committee recommended that the Executive Committee approve the 1st Quarter Draft Agency Budget Amendment for Fiscal Year 2019/2020.

Fiscal Impact:

For the 1st Quarter of Fiscal Year 2019/2020, there will a net increase in expenditures of \$146,344 related to additional WCE staffing and legal costs associated with PACE providers SAMAS Capital and TWAIN Capital.

Attachment:

1. Fiscal Year 2019/2020 1st Quarter Budget amendment.

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Item 6.G

1st Quarter Draft Budget Amendment
for Fiscal Year 2019/2020

Attachment 1

Fiscal Year 2019/2020 1st Quarter
Budget amendment

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Department: Government Relations (Fellowship - 4700)



Expenditures

	Thru	Approved	Amendment
	9/30/2019	6/30/2020	Needed
	Actual	Budget	9/30/2019
Expenditures			
Salaries & Wages	40,020	273,961	189
Event Support	689	500	(189)
Total net (increase)/decrease			-

**Western Riverside Council of Governments
Annual Budget
For the Year Ending June 30, 2020**

Department: Transportation (TUMF - 1148)



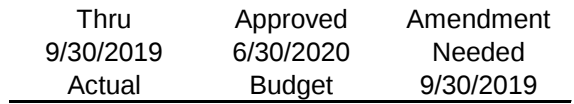
Thru	Approved	Amendment
9/30/2019	6/30/2020	Needed
Actual	Budget	9/30/2019

Expenditures

Membership Dues	115	-	(115)
Subscriptions/Publications	-	500	115

Total net (increase)/decrease -

Department: Energy (Streetlights - 2026)



Bank Fees	1,638	-	(1,638)
General Legal Services	1,043	10,000	1,638
Total net (increase)/decrease			-

**Western Riverside Council of Governments
Annual Budget
For the Year Ending June 30, 2020**

Department: Energy (Twain - 2115)



Thru 9/30/2019 Actual	Approved 6/30/2020 Budget	Amendment Needed 9/30/2019

Expenditures

General Legal Services	6,322	-	(6,322)
Total net (increase)/decrease			(6,322)

**Western Riverside Council of Governments
Annual Budget
For the Year Ending June 30, 2020**

Department: Energy (SAMAS - 2107)

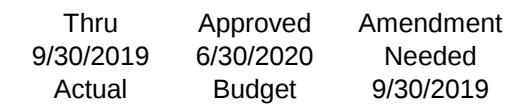


Thru 9/30/2019 Actual	Approved 6/30/2020 Budget	Amendment Needed 9/30/2019
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Expenditures

General Legal Services	5,022	-	(5,022)
Total net (increase)/decrease			(5,022)

Department: Environmental (Solid Waste - 1038)



Event Support	-	30,000	881
Computer Supplies	881	-	(881)
Total net (increase)/decrease			-

**Western Riverside Council of Governments
Annual Budget
For the Year Ending June 30, 2020**

Department: General Fund



	Thru 9/30/2019 Actual	Approved 6/30/2020 Budget	Amendment Needed 9/30/2019
Fund Balance Transfer in	-	-	135,000
Expenditures			
Transfer out to WCE	-	-	(135,000)

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Western Riverside Council of Governments

Technical Advisory Committee

Staff Report

Subject: Regional Energy Network Development Activities Update

Contact: Anthony Segura, Senior Analyst, asegura@wrcog.us, (951) 405-6733

Date: November 21, 2019

The purpose of this item is to provide information on the development of a Regional Energy Network (REN) between the Coachella Valley Association of Governments (CVAG), San Bernardino Council of Governments (SBCOG), and WRCOG, and a regulatory update from the California Public Utilities CPUC (CPUC).

Requested Action:

1. Receive and file.

Background

Over the past year, SBCOG, CVAG, and WRCOG have brought on a consultant for support and development of a business plan for a new energy efficiency program (Regional Energy Network – REN) within the region that would be presented for approval to the California Public Utilities (CPUC). To date, staff have been working alongside the consultants, Frontier Energy, to gather data on public building data for both electric / gas models, addressing challenges / barriers; develop a strategic framework to be incorporated into the business plan; identify the program areas for the region; and have been communicating with staff at the CPUC, academia, and utility level to continue voicing the need of a REN within the Counties of Riverside and San Bernardino.

CPUC REN Ruling

On March 27, 2019, the CPUC released an initial ruling regarding the future of RENs where it was seeking comments from parties on future policy on RENs, both existing and newly proposed. The CPUC's intent on this ruling was to further evaluate whether to continue RENs and/or allow the formation of new RENs, but no overall policy or framework has yet been adopted on how to approach the future of this energy efficiency program.

In doing so, WRCOG, in coordination with SBCOG and CVAG, submitted comments to this ruling and provided responses to the questions that the CPUC was seeking comments for. The list of questions posed by the CPUC are as follows:

1. Threshold REN policy: Are RENs still appropriate (new or existing) in light of likely geographic overlap, and/or portfolio overlap, with CCAs and LGPs? Why or why not? What unique value do RENs bring, if any, compared to CCA or LGP programs?
2. Existing REN policy: Should the CPUC consider cancelling REN programs after the expiration of the current business plan period? Why or why not?
3. New REN policy: Should the CPUC consider discontinuing the opportunity for formation of new RENs? Or should the CPUC consider new REN proposals? Why or why not?

4. Criteria for REN evaluation: Are the criteria adopted in D.12-11-015 and reaffirmed in D.16-08-019 still the appropriate criteria to apply to RENs and their programs? Or should new or different criteria be developed and applied?
5. Application of REN criteria: Should REN programs be required to meet all of the criteria from D.12-11-015 and not just one? Why or why not?
6. New REN geography: Should the CPUC consider proposals for formation of new RENs that overlap with existing or other new REN proposals? Why or why not?
7. New REN timing: If you recommend that the CPUC consider formation of new RENs, when during the rolling portfolio cycle should such proposals be considered?
8. REN sector limitations: Should RENs be limited to delivering programs in specific sectors (e.g., the public sector, or multi-family buildings) or to specific populations (e.g., hard-to-reach communities)? Explain your rationale.
9. REN program types: Should RENs be limited to offering certain types of programs only (e.g., non-resource programs or resource programs)?
10. Cost-effectiveness: Should RENs be required to meet a certain cost-effectiveness threshold in order to be approved or continued? If so, what level, and why?
11. REN evaluations: Are there specific studies that the CPUC should undertake to more directly evaluate the effectiveness of the REN programs thus far? Please describe.

On October 24, 2019, the CPUC released a proposed decision on their ruling for the future of RENs and staff is pleased to announce that the proposed decision is highly in favor for the continuation of existing RENs and opens the doors to local governments which would like to pursue the development of and establishing a new REN within its region. Staff has developed a draft report of the proposed decision (Attachment 1) that breaks down the key components of this decision. As part of this proposed decision, the CPUC has added new requirements for newly proposed RENs as follows:

1. Any new REN business plan proposal must be vetted during at least **ONE** meeting of the California Energy Efficiency Coordinating Committee (CAEECC) for discussion and feedback.
2. Any new RENs will be required to provide initial Joint Cooperation Memos (JCMs) in its business plan proposal to the CPUC.
3. New RENs will represent at least two local government entities within its governance structure, though one local government entity may propose to take the lead, at least initially.
4. New RENs will be required to file its progress towards its proposed metrics unique to the REN and specific to each of its approved business plans and considering its proposed service area, once the REN is approved and operating.

At the time of this writing, this proposed decision is still in draft form and will be finalized when it is up for final voting at the December 2019 CPUC meeting. Once approved, the proposed decision will be final and will allow for the continuation of existing RENs that are no longer considered under the term “pilot” and will allow local governments to explore the arena of developing new RENs within the state.

Next Steps

As part of the next steps for REN development, CVAG, SBCOG, and WRCOG have begun coordinating with its consultants to initiate writing the business plan, working with the CAEECC members to get on an upcoming meeting agenda to present the idea of a new REN within the Counties of Riverside and San Bernardino, and have started the communication process to develop a JCM between other program administrators as requested within the proposed decision from the CPUC.

For additional questions or information on the REN development, please contact Anthony Segura at asegura@wrcog.us.

Prior Action:

None

Fiscal Impact:

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

Attachment:

1. Draft REN Proposed Decision.

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Item 6.H

Regional Energy Network
Development Activities Update

Attachment 1

Draft REN Proposed Decision

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DECISION REGARDING FRAMEWORKS FOR ENERGY EFFICIENCY REGIONAL ENERGY NETWORKS AND MARKET TRANSFORMATION

Quick Overview:

The decision authorizes the continued operation of existing RENs and invites new REN proposals as business plans to be filed with the Commission, if they meet certain additional requirements as defined in this decision. Any new REN will be required to represent more than one local government entity, to coordinate with existing program administrators in their geographic area prior to filing their business plan, to vet their proposal with stakeholders through the California Energy Efficiency Coordinating Committee (CAEECC), and to explain their REN governance structure in their business plan filing.

This decision also clarifies that some geographic overlap among more than one REN and other program administrators may be permitted, as long as there is appropriate coordination. REN criteria are also kept in place and clarified such that RENs are designed to fill gaps in the portfolios of all other program administrators (not just utilities) and to serve hard-to-reach customers. No cost-effectiveness threshold is required for RENs, but benefit-cost ratios and savings targets must be filed with the REN business plans. Finally, RENs are not confined to any particular program area or customer segment.

Findings:

1. RENs are no longer considered as “Pilots”. RENs have now been in existence since 2012 under the CPUC’s Energy Efficiency (EE) policy and as such the CPUC sees no further purpose in labeling RENs as “Pilots”.
2. Under D.15-10-028, the CPUC requires Program Administrators (PA’s) to refile their Business Plans when certain “Trigger” events happen.
 - a. Example of “Trigger” event: PA is unable to adjust its portfolio in response to goal, parameter, or other updates to meet savings goals; stay within budget of last approved business plan; or meet the CPUC’s cost effectiveness threshold (excludes Codes & Standards)
3. CPUC remains optimistic on the unique and appropriate role that Local Governments have with oversight & delivery of energy programs.
 - a. Unique value of Local Governments: Public Sector Buildings, Building Code Compliance, and treating / delivering EE services to hard-to-reach (HTR) customers.
 - b. Additional value: RENs also have the capability to leverage not only multiple local government entities into a single program delivery channel, but also utilize funding from various sources to deliver more comprehensive holistic programs, especially within HTR communities.
4. For all the reasons listed in #3, is why the CPUC supports the continuation of RENs.
 - a. CPUC also sees no reason to limit the ability of new RENs to form, provided that they meet the requirements set by the CPUC as found below:
 - i. Any new REN business plan proposal must be vetted during at least **ONE** meeting of the CAEECC, for discussion and feedback.

1. In its proposal to the CPUC, the new REN will then be required to include a summary of the CAEECC meeting and feedback received, and any changes made to the proposal as result of that stakeholder feedback.
 2. New proposals are also encouraged to include similar summaries of any other stakeholder engagement or outreach conducted by the REN proponent prior to making the proposal to the CPUC.
 - a. This could include but not limited to, expressions of support from other local government entities or other stakeholders that would interact with the REN, if approved by the CPUC.
 - ii. Any new RENs will require to provide initial JCMs in its business plan proposal to the CPUC.
 1. This means for new RENs, coordination and overlap issues will be required to be worked out ahead of the Commission's consideration of the new REN business plan, instead of negotiated after a REN is approved.
 - a. Individual JCM will be required with every PA that has overlapping operation in the same geographic areas as the new REN (includes utilities, CCA's, and other RENs)
 - iii. New RENs will represent at least two local government entities within their governance structure, though one local government entity may propose to take the lead, at least initially.
 - iv. New RENs & existing RENs when seeking to renew their budgets in their next business plan proposal will include a detailed description of their Governance Structure and they will operate as a regional entity to deliver their programs.
 - v. New RENs will be required to file their progress towards their proposed metrics unique to the REN and specific to each of their approved business plans and considering their proposed service area, once the REN is approved and operating.
 1. At the time of approval, the CPUC will also set energy saving targets for the REN business plan, and measure REN progress toward meeting their unique metrics and savings goals, which will be set based on the specific REN program proposals that are approved by the CPUC.
5. If a new business plan cycle is ordered, either for an individual REN or for a larger number of PA's, the existing REN would file its updated business plan at the time, as required by the CPUC.
 6. CPUC & staff will continue to monitor RENs program performance, and make portfolio changes as warranted by evaluation results, just as they would with all other PA's.
 7. For the concerns of geographic overlap, the CPUC seeks to avoid duplicative administrative costs that may be associated with multiple administrators operating in one area, disproportionate funding concentrated on one geographic area, and / or multiple PA's conducting similar activities.
 - a. CPUC would also like to avoid customers receiving confusing or multiple competing offers for the same type of measure or project.

- b. The CPUC encourages but does not requires all new & existing RENs to negotiate program design and implementation details with third parties, once selected by the utilities, whose program offerings overlap within those of the REN.
 - i. Coordination and cooperation is the interest of all PA's and / or implementers as well as the CPUC and the customers being served by these entities.
- 8. Existing or prospective RENs will be required to show how their program offerings supplement those of overlapping REN, utility, and CCA PA's or implementors.
 - a. Specifically, RENs must state their desired outcome from activities that fill gaps of other program administrators.
 - i. RENs shall also propose savings goals and metrics associated with their unique value, as well as a methodology for measuring progress toward their metrics, in their business plan and ABALs.
- 9. The CPUC requires that RENs (new / existing) meet at least one of the criteria, not all three as seen below:
 - a. Activities that utilities or CCAs cannot or do not intend to undertake.
 - b. Pilot activities where there is no current utility or CCA program offering, and where there is potential for scalability to a broader geographic reach, if successful.
 - c. Activities serving hard-to-reach markets, whether or not there is another utility or CCA program that may overlap.
- 10. The CPUC foresees no need to restrict the customer segments or program areas that the RENs are intended to serve as long as RENs meet the other criteria laid out in item #9.

Closing:

The proposed decision will be voted up on the an upcoming CPUC meeting in December 2019. At the very moment, these findings are in draft form and if approved at the upcoming voting meeting in December then this report will be final.

In conclusion, the proposed decision shows a lot of promise not just for existing RENs but for new RENs. This means that local governments that are interested in pursuing this energy program can and will have the opportunity to present business plan to the CPUC as long as item #4 can be met.

**This overview is only for the Future of RENs item, not the Market Transformation which is also listed on the Proposed Decision report of R.13-11-005*

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Western Riverside Council of Governments

Technical Advisory Committee

Staff Report

Subject: AB 1236 Guidebook and Activities Update

Contact: Ani Dhruva, Intern, adhruva@wrcog.us, (951) 405-6725

Date: November 21, 2019

The purpose of this item is to provide information about Assembly Bill (AB) 1236 and Electrify America's Cycle 2 Investment Plan for the Inland Empire Region.

Requested Action:

1. Receive and file.

*Assembly Bill 1236 requires all cities and counties (collectively jurisdictions) to adopt an ordinance and meet certain permitting criteria that streamlines the Electric Vehicle (EV) Charging Stations permitting process within their respective jurisdictions. Jurisdictions were to have adopted an ordinance by **September 30, 2017**. Currently, no penalty mechanism exists for failing to comply with AB 1236, though complying does increase the likelihood of attracting EV infrastructure investments through organizations such as Electrify America as well as additional funding for programs through the State of California. WRCOG staff has developed an AB 1236 Best Practices Guidebook to assist member jurisdictions comply with AB 1236 and by so, attract and streamline the EV infrastructure implementation processes.*

AB 1236 Background

Assembly Bill 1236, adopted October 5, 2015, aims to attract EV infrastructure development by requiring jurisdictions to adopt an ordinance that establishes a low-barrier, non-discretionary permitting process for Electric Vehicle Charging Stations (EVCS) at the local level. The State of California further recommends adopting the following seven points in order to meet compliance with AB 1236:

1. Permitting checklist.
2. Administrative approval of EV charging stations.
3. Approval limited to health and safety review.
4. Electronic signatures accepted on permitting applications.
5. EV charging station plans not subject to association approval.
6. One complete notice of deficiency.
7. Bonus: Established an expedited timeline for approval.

In addition to adopting an ordinance establishing a permitting process for EVCS, jurisdictions are considered streamlined by the State of California when six of the above seven items are met. Within WRCOG's subregion, the Cities of Beaumont and Riverside have been identified as streamlined by the State while the Cities of Banning and Corona are considered to have met some of the requirements of AB 1236 but not enough to be considered as streamlined. The status of other jurisdictions within WRCOG's subregion is currently unknown. Compliance with AB 1236 for WRCOG member jurisdictions can attract state funding and private investments for EV infrastructure including but not limited to the California Electric Vehicle Infrastructure Program (CALeVIP) and Electrify America.

AB 1236 Best Practices & Guidebook

To aid jurisdictions in AB 1236 compliance and to convey the benefits of achieving compliance, staff has compiled an AB 1236 Best Practices & Guidebook (Guidebook). The Guidebook highlights the key takeaways of AB 1236, what jurisdictions can do to become compliant with AB 1236, as well as the details of the Electrify America Cycle 2 investment plan for the State of California. To best position themselves to be ready to receive and attract investment, the document includes sample templates for ordinances, staff reports, and maps of all jurisdictions within the WRCOG subregion.

Electrify America Cycle 2 EVCS Investments

To incentivize EV adoption, reduce greenhouse gas emissions and pollution, staff recommends jurisdictions become AB 1236 compliant in order to become eligible for Electrify America and other future EVCS investment and funding opportunities. Electrify America, created in 2016, was formed with the goal to invest \$800 million in EVCS through 2027. Electrify America's plan is to split its investments into four cycles. Currently in Cycle 2, Electrify America aims to invest up to \$200 million within the State of California between Quarter 3 of 2019 and Quarter 4 of 2021 in metropolitan areas of Riverside and San Bernardino Counties, and smaller rural areas of the Inland Empire; 35% of the overall available funds must go towards investments in low-income or disadvantaged communities.

On October 16, 2019, in partnership with WRCOG, Electrify America hosted a stakeholder engagement workshop to share best practices learned from Cycle 1 funding and to engage stakeholders on how they can attract investment from Electrify America. From its own research, Electrify America derives that 52% of the Inland Empire qualifies as low-income or disadvantaged. Currently, Electrify America does not share its exact decision-making process on EV charger siting, which it has deemed a business secret, but has indicated to staff a few important factors in its decision-making process:

- Ease of permitting
- High-traffic areas
- Site access and control
- 24-hour access
- Proximity to Shopping Center locations

Due to Electrify America's preference for siting infrastructure on privately-owned shopping centers, staff reiterates that the best way to attract investment to jurisdictions within the WRCOG subregion is through compliance with AB 1236. Electrify America has indicated to staff that infrastructure development is much more costly in California, with reviews and permit issuance taking significantly longer within the state than the rest of the nation. Such delays can hinder the number of chargers deployed and the willingness of Electrify America to invest in a given jurisdiction.

Prior Action:

None.

Fiscal Impact:

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

Attachment:

None.



Western Riverside Council of Governments Technical Advisory Committee

Staff Report

Subject: Grant Writing Assistance Program Update

Contact: Chris Gray, Director of Transportation & Planning, cgray@wrcog.us, (951) 405-6710

Date: November 21, 2019

The purpose of this item is to provide an update on the Grant Writing Assistance Program.

Requested Action:

1. Receive and file.

WRCOG provides assistance to member jurisdictions to fund local projects through the Grant Writing Assistance Program. This Program assists member jurisdictions on an as-needed basis as funding is available and covers the cost of hiring professional grant writers to develop proposals for competitive external funding.

WRCOG Grant Writing Assistance Program – Summary and Update

WRCOG commenced the Grant Writing Assistance Program to assist member jurisdictions in grant writing assistance on an as-needed basis as funding is available. The Program Guidelines were approved by the Executive Committee in September 2017, and WRCOG immediately received several requests to assist member jurisdictions with grant opportunities allowed in the Program. Based on the volume of requests, staff requested additional funding for the Program to enable more assistance to member jurisdictions. The Executive Committee approved an additional \$500,000 in funding to this Program in December 2017 for a total of \$700,000.

To date, \$400,000 has been utilized on the following tasks:

- Advisory services to WRCOG member agencies
- Direct grant assistance for applications
- Grant opportunity tables sent to staff on a bi-weekly basis
- Grant program fact sheets

The Program is structured to focus on a few select grant opportunities to allow growth in the future based on success rates, feedback from users and funding availability. 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

The focus of the opportunities is on areas WRCOG provides assistance to its member agencies. 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. The Program is **not** intended to assist infrastructure grant opportunities, i.e., TIGER, HSIP, FASTLANE, etc.

In addition to direct assistance, the Program has provided member agencies the ability to discuss potential projects or ideas in order to align with the Grant Program that fits best. This has been an aspect of the Program not quantifiable but has proved beneficial in ensuring the efficient use of a jurisdiction's resources.

Direct Assistance Provided

The Program has provided assistance to jurisdictions in developing almost 20 grant applications with 11 successful applications; one has not received a result, and one was not submitted. The Program has secured over \$15 million in funding, with a majority of the funding attained from the statewide Active Transportation Program (ATP).

The Program also partially assisted the City of Riverside and Wakeland Housing and Development Corporation in a successful Affordable Housing and Sustainable Community grant application that attained \$16.8 million for the Mission Heritage Plaza project that will build affordable housing, green transportation / transit improvements, and neighborhood-driven beautification projects in downtown Riverside.

The following is a listing of projects that have utilized the Grant Writing Assistance Program and status:

Grant Program	Project	Jurisdiction / Agency	Award Amount / Status
2018 Caltrans Sustainable Transportation Planning Grant - Sustainable Communities	City-wide Active Transportation Plan	Lake Elsinore	\$175,000
2018 Caltrans Sustainable Transportation Planning Grant - Sustainable Communities	SR-74/Winchester Land Use/Transportation Study	County of Riverside	\$133,000
2018 Urban Greening Grant	City of Hemet Downtown Area/Mobility Hub	Hemet	Not awarded
2018 ATP Cycle IV	City of Eastvale	Eastvale	\$6.5 million
2017 Bureau of Reclamation Watersmart Water and Energy Efficiency Grant	City of Banning	Banning	Not awarded
2018 ATP Cycle IV	City of Temecula San Gertrudis Street Project	Temecula	\$1.5 million
2018 ATP Cycle IV	City of Wildomar Bundy Canyon Road Implementation Project	Wildomar	Not awarded
2018 ATP Cycle IV	City of Jurupa Valley Safe Routes to School Applications - three applications	Jurupa Valley	\$2.9 million
2018 AHSC Grant Application Development	City of Riverside – Mission Heritage Development	Riverside	\$16 million (partial assistance provided to application development)

2018 Caltrans Sustainable Transportation Planning Grant - Sustainable Communities	WRCOG Climate Action Plan	WRCOG	\$344,900
Caltrans Sustainable Transportation Planning Grant - Adaptation Planning	Regional Climate Adaptation Toolkit for Transportation Infrastructure Phase I	WRCOG	\$683,431
Caltrans Sustainable Transportation Planning Grant - Adaptation Planning	Regional Climate Adaptation Toolkit for Transportation Infrastructure Phase II	WRCOG	\$409,894
2018 Caltrans Sustainable Transportation Planning Grant - Sustainable Communities	Western Riverside County ITS Strategic Plan	WRCOG	Not awarded
2018 SCAG Sustainable Communities Program	Calimesa SRTS	Calimesa	Not awarded
2018 SCAG Sustainable Communities Program	City-wide Trails Master Plan	Norco	Not awarded
2018 Housing Assistance and Homeless Services – HEAP Grant Application	City of Lake Elsinore HEAP Grant Application	Lake Elsinore	\$1.5 million
2018 Bureau of Reclamation Watersmart Water and Energy Efficiency Grant Application Development Project Resubmission	Advanced Metering Infrastructure Project - City of Banning	Banning	\$300,000
2018 CALRECYCLE Household Hazardous Waste Application	WRCOG	WRCOG	\$60,000
SCAQMD Surplus Off-Road Opt-in for Nox (SOON) Carl Moyer Air Quality Standards Attainment	County of Riverside	County of Riverside	Not submitted

Grant Writing Consultants – Assistance Not Covered by WRCOG Program

The WRCOG on-call planning bench was formed in July 2017 with a group of consultants to serve the Grant Writing Assistance Program. In addition to requesting direct assistance and advisory services on grant opportunities, member jurisdictions have occasionally reached out for assistance on grants that do not meet the criteria of the Program and are not eligible for direct assistance on grant application development. In these instances, WRCOG has been able to connect the jurisdiction with an appropriate consultant to ensure the proposed project fits with the identified grant opportunity. If the member jurisdiction has sought to develop a grant application, and the jurisdiction and consultant agree upon a cost for services, WRCOG establishes an understanding with the jurisdiction that the cost for assistance is the jurisdiction's responsibility. WRCOG then establishes a contract with the consultant through the on-call planning bench. WRCOG invoices the jurisdiction when invoices from the consultant are submitted to WRCOG. This is beneficial because the jurisdiction does not have to go through a procurement process for grant application development or to administer a contract.

Below is a list of the consultants on the WRCOG on-call planning bench and the areas each firm focuses on.

Consultant	Grant Areas of Focus
Alta Planning + Design	Active Transportation, Highway Safety Improvement Program, Transportation Infrastructure, Transportation Planning, Regional Planning, Transit, Capital Improvement, Sustainability
Blais & Associates	Full-service
KTUA	Active Transportation, Highway Safety Improvement Program, Transportation Infrastructure, Transportation Planning, Regional Planning, Transit, Urban Greening, Parks and Recreation, Capital Improvement, Sustainability
National Community Renaissance	Transportation, Land Use Planning, Housing, Water, Wastewater, Storm Water, Capital Improvement, Parks & Recreation, Cultural, Education, Public Safety, Economic Development, Sustainability, Environmental Protection Grants
WSP	Transportation, Land Use Planning, Housing, Capital Improvement, Economic Development, Sustainability

Prior Action:

None.

Fiscal Impact:

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

Attachment:

None.



Western Riverside Council of Governments Technical Advisory Committee

Staff Report

Subject: Western Community Energy Activities Update

Contact: Barbara Spoonhour, Deputy Executive Director – Operations, bspoonhour@wrcog.us, (951) 405-6760

Date: November 21, 2019

The purpose of this item is to provide an update on Western Community Energy's upcoming launch.

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. A CCA provides a choice for the community, which it does not currently have (unless their community is served by a separate public utility). A CCA provides local control over rate setting and programs by locally elected city councilmembers. Rates and programs are designed and implemented at the local level, at local public meetings, where members of the public who are living within the CCA boundaries can readily participate.

Established in August 2018, Western Community Energy (WCE) will purchase energy on behalf of its member jurisdictions, the Cities of Eastvale, Hemet, Jurupa Valley, Norco, Perris, and Wildomar. The Cities of Norco, Perris, and Wildomar will launch in April 2020 and the Cities of Eastvale, Hemet, and Jurupa Valley will launch in May 2020. The WCE Board of Directors have been meeting to adopt policies and provide staff and its consultants direction on various data inputs (i.e., energy mixture, rate savings goals, reserves, etc.) needed for the April and May 2020 launch. To date, all assumptions regarding a savings off the bottom line of Southern California Edison's (SCE's) utility bills remains intact. Current WCE member jurisdictions are expected to save its residents and businesses over \$6 million per year.

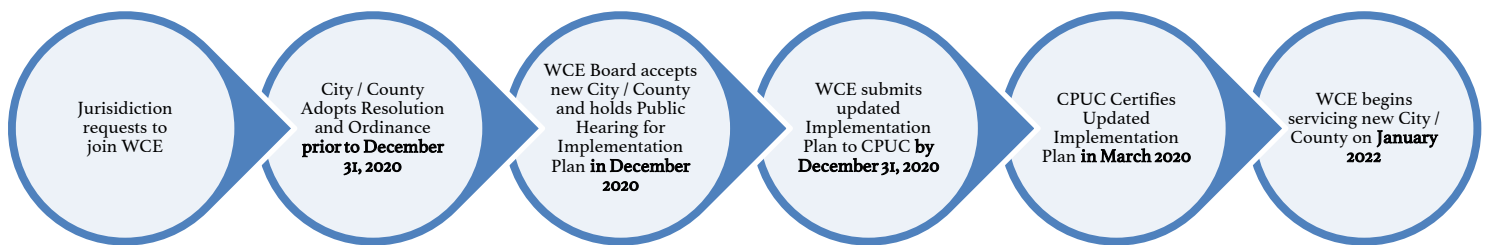
Updates

Rate Setting: In mid-November 2019, SCE will be releasing its Energy Resource Recovery Account (ERRA) filing. This will be the first-place staff will see of SCE's 2020 rates. From November 2019 through January 2020, SCE might make minor changes to its rate, which staff will track so that WCE may update its rates, if needed. During November and December 2019, staff and WCE's consultants will be putting together the various residential and non-residential rate schedules for the WCE Board of Directors to discuss and adopt in January / February 2020.

Customer Savings: As the financial proformas continue to show a 2% savings off the total SCE bill, it is staff's intent to bring forward rate schedules that reflect this discount. There has been the discussion on whether WCE could potentially offer a higher savings from the start. Staff and its consultants have discussed this and the consultants are recommending that WCE remain conservative with its savings for the first year of operations, as it will allow WCE to put more money into reserves and/or pay-off its financial obligations sooner. As a reminder, the Board will be reviewing and setting rates on an annual basis and can determine if it can / should increase the discount during these annual reviews.

New members: The Board remains interested in having other jurisdictions (whether members of WRCOG or outside the subregion) join our efforts and will be having a discussion in the next few months on how to bring new members onboard.

Please contact WRCOG staff if your jurisdiction is interested in joining Western Community Energy. The following outlines the timeline if a jurisdiction was interested in joining WCE. For a **2021 launch**, jurisdictions would need to join WCE and adopt the CCA ordinance by **December 31, 2019**. For a **2022 launch**, jurisdictions would need to join WCE and adopt the CCA ordinance by **December 31, 2020**.



Prior Actions:

February 5, 2019: The Executive Committee received and filed.

Fiscal Impact:

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

Attachment:

None.



Western Riverside Council of Governments

Technical Advisory Committee

Staff Report

Subject: Emergency Medical Care Committee Meeting Update

Contact: Gary Nordquist, City Manager, City of Wildomar, gnordquist@cityofwildomar.org, (951) 677-7751

Date: November 21, 2019

The purpose of this item is to provide an update on the Emergency Medical Care Committee meeting of October 2, 2019.

Requested Action:

1. Receive and file.

The Emergency Medical Care Committee (EMCC) was established on October 15, 1985. The function of EMCC is to advise the Riverside County Board of Supervisors on all aspects of emergency medical care within the County, to report on observations, and to provide recommendations concerning the feasibility and content of emergency medical care programs within the County. The EMCC is comprised of 15 ex-officio members, one of which is a City Manager appointed from the Western Riverside Council of Governments (WRCOG).

The EMCC meeting was held on October 2, 2019. Discussion highlights of the meeting include:

- Influenza preparedness and getting the word out for everyone to get the proper medication and the continuum of care data.
- A section of the EMS Department was reorganized last year to add several research specialists who have been coordinating and compiling county data into useable information. This a benefit to the communities as these reports display the actual performance of services and highlight service areas in need of attention.
- Number of 5150 calls and the impact of the CREST grant-funded Program that resulted in a 74% reduction of need for transport to emergency facilities. County-wide, approximately 12,000 calls for service for 5150 needs are responded to annually. CREST helps to reduce transports and costs; unfortunately grant funding ends this year for the Program.

The next meeting is scheduled for January 8, 2020.

Prior Action:

None.

Fiscal Impact:

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

Attachment:

1. EMCC meeting agenda of October 2, 2019.

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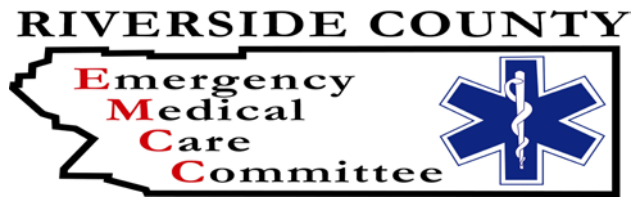
Item 6.L

Emergency Medical Care
Committee Meeting Update

Attachment 1

EMCC meeting agenda of
October 2, 2019

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**EMCC Members Per Board of Supervisors
Resolution No. 2013-052:**

PMAC Physician Representative

1.a Stephen Patterson, MD

Hospital Association Representative

1.b Keven Porter

Riverside County Medical Association

1.c James Rhee, MD

County Contracted Emergency Ambulance

1.d Peter Hubbard

Ambulance Association Representative

1.e Rosemary Dudevoir

County Permitted Air Ambulance Provider

1.f Vacant

Riverside County Fire Chiefs' Association

1.g Brian Young

Coachella Valley Association of Governments

1.h Mark Scott

Western Riverside Council of Governments

1.i Gary Nordquist (primary)
Chris Mann (secondary)

RivCo Law Enforcement Agency Admin. Assn.

1.j Colleen Walker

PMAC Prehospital Representative

1.k Magdalena Robles

RivCo Fire Department Representative

1.l Phil Rawlings

Supervisorial District One

1.m Vacant

Supervisorial District Two

1.m Stan Grube

Supervisorial District Three

1.m Jerry Holldber

Supervisorial District Four

1.m Vacant

Supervisorial District Five

1.m Jock Johnson

The next meeting of the EMCC is on:

Wednesday, Oct 02, 2019

9:00 AM – 10:30 AM

**The Towers of Riverwalk
4210 Riverwalk Parkway, Riverside
First Floor, Orange Conference Room**

1. CALL TO ORDER
Chair—Stan Grube
2. ROUNDTABLE INTRODUCTIONS (5 Minutes)
Chair—Stan Grube
3. APPROVAL OF MINUTES (5 Minutes)
May 22, 2019 Draft Minutes—Stan Grube (Attachment A)
4. UNFINISHED / NEW BUSINESS (30 Minutes)
 - 4.1 Membership – Dan Bates (Attachment B)
- Chair and Vice Chair selection for 2020
 - 4.2 2020 Proposed Schedule – Dan Bates (Attachment C)
 - 4.2 EMCC 2018 Annual Update – Jerry Holldber
 - 4.3 Influenza Preparedness Activity – RUHS Public Health
5. EMS AGENCY REPORTS (20 Minutes)
 - 5.1 Patient Care Continuum Draft – Catherine Farrokhi (Attachment D)
 - 5.2 Open Public Comment – Catherine Farrokhi (Attachment E)
 - 5.3 Special Seasonal Reports – Catherine Farrokhi (Attachment F)
 - 5.4 EMS Administrative Unit Updates – Dan Bates
 - 5.5 Data Systems Unit Updates – Catherine Farrokhi
6. OTHER REPORTS (20 Minutes)
 - 6.1 PMAC – Steven Patterson, MD / Magdalena Robles
 - 6.2 EMD Preparedness Division – Brian Tisdale
 - 6.3 EMD Emergency Services Division – Mark Bassett
7. OPEN COMMENTS (10 Minutes)
8. NEXT MEETING / ADJOURNMENT (1 Minute)
TBD
4210 Riverwalk Parkway Riverside
Orange Room

NOTICE: Items on the agenda: Any member of the public may address this meeting of the Emergency Medical Care Committee or any items appearing on the agenda by raising their hand to be recognized by the Chair or acting Committee Chairperson. If a member of the public desires to speak, they must do this before or anytime during discussion of the item. All comments are to be directed to the Emergency Medical Care Committee and shall not consist of any personal attacks. Members of the public are expected to maintain a professional, courteous decorum during their comments. A three-minute limitation shall apply to each member of the public, unless the Chair extends such time. No member of the public shall be permitted to “share” his/her three minutes with any other member of the public.

Items not on the agenda: Any member of the public may address this meeting of the Emergency Medical Care Committee on any item that does not appear on the agenda, but is of interest to the general public and is an item upon which the Committee may act. All comments are to be directed to the Emergency Medical Care Committee and shall not consist of any personal attacks. Members of the public are expected to maintain a professional, courteous decorum during their comments. A three-minute limitation shall apply to each member of the public who wishes to address the Committee on a matter not on the agenda. No member of the public shall be permitted to “share” his/her three minutes with any other member of the public. Usually, any items received under this heading are referred to the staff for further study, research, completion, and/or future action.

It is the responsibility of the members of the committee to disseminate information from EMCC meetings to the organizations they represent. Any questions regarding meeting or agenda items may be addressed to Dan Bates, Deputy EMS Administrator Riverside County EMS Agency at (951) 358-5029.

Next meeting:

TBD

**The Towers of Riverwalk Building
4210 Riverwalk Parkway, Riverside, CA
Orange Conference Rooms**

EMCC agendas with attachments are available online at www.rivcoems.org

The County of Riverside does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services or activities. It is committed to ensuring that its programs, services, and activities are fully accessible to and usable by people with disabilities. If you have a disability and need assistance, contact Trevor Douville at (951) 358-5029.

EMCC meetings are audio recorded to facilitate dictation for minutes.



Western Riverside Council of Governments

Technical Advisory Committee

Staff Report

Subject: Approval of Technical Advisory Committee 2020 Meeting Schedule

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

Date: November 21, 2019

The purpose of this item is to provide and obtain approval of the Technical Advisory Committee meeting schedule for 2020.

Requested Action:

1. Approve the Schedule of Technical Advisory Committee meetings for 2020.

Below are the proposed meeting dates for the 2020 Technical Advisory Committee (TAC) meetings. All meeting dates are proposed for the third Thursday of the month, except for being dark during the months of June and December and are scheduled to begin at 9:30 a.m. at WRCOG's office, 3390 University Avenue, Riverside.

	Day	Time	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Technical Advisory Committee	3rd Thurs.	9:30 a.m.	16	20	19	16	21	DARK	16	20	17	15	19	DARK

Prior Action:

None.

Fiscal Impact:

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

Attachment:

None.

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Western Riverside Council of Governments Technical Advisory 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 21, 2019

The purpose of this item is to provide an update of activities undertaken by the League of California Cities.

Requested Action:

1. Receive and file.

This item is reserved for a presentation from the League of California Cities Regional Public Affairs Manager for Riverside County.

League Supported Legislation

SB 212 (Allen) Elections. Local Voting Methods. Grants general law cities the ability to adopt two majority-winner voting methods for local elections: top-two primary and ranked choice voting.

Governor Action: Vetoed

SB 531 (Glazer) Local Agencies. Retailers. Prohibits future sales tax agreements between local agencies and retailers with a warehouse, sales office, or fulfillment center that results in a shift of sales taxes from other jurisdictions.

Governor Action: Vetoed

AB 344 (Calderon) New Beginnings California Program. Establishes the New Beginnings California Program, which will provide annual matching funds to up to 50 cities, counties, or local continuum of care programs to expand or continue employment programs for homeless individuals.

Governor Action: Vetoed

SB 5 (Beall, McGuire, Portantino) Affordable Housing and Community Development Investment Program. Establishes a new, local-State partnership to provide up to \$2 billion annually to fund State-approved affordable housing, infrastructure, and economic development projects that also support State policies to reduce greenhouse gas emissions, expand transit-oriented development (TOD), address poverty, and revitalize neighborhoods.

Governor Action: Vetoed

AB 1637 (Smith) Unclaimed Property Law. Authorizes the State Controller to automatically allocate to a state or local agency, without the requirement for an agency to file a claim, any unclaimed property in that agency's name received as part of the Controller's unclaimed property database.

Governor Action: Chaptered

SB 230 (Caballero) Law Enforcement. Use of Deadly Force. Training. Policies. Requires law enforcement agencies to maintain a use of force policy. Requires each agency to make its use of force policy accessible to

the public. Standardizes use of force training and education for officers across California through both coursework and uniform minimum guidelines on use of force, as developed by the Commission on POST.

Governor Action: Chaptered

League Opposed Legislation

AB 485 (Medina) Local government. Economic Development Subsidies. Imposes an extensive list of conditions that would overly restrict a local agency from offering economic incentives (with their own funds) to locate a warehouse.

Governor Action: Chaptered

AB 1184 (Gloria) Public Records. Writing Transmitted by Electronic Mail. Retention. Requires all public agencies to store all public records transmitted electronically for at least two years. Additionally, prohibits local agencies from filing a state mandate claim because the bill states that it furthers the California Public Records Act (CPRA).

Governor Action: Vetoed

AB 68 (Ting) Land Use. Accessory Dwelling Units. Significantly amends the statewide standards that apply to locally-adopted ordinances concerning accessory dwelling units (ADUs). Changes include: prohibits minimum lot size requirements, requires at least 850 sq. ft. per ADU, and requires approval within 60 days.

Governor Action: Chaptered

AB 881 (Bloom) Accessory Dwelling Units. Prohibits a local jurisdiction from requiring a property owner live in the main house or one of the accessory structures. Requires local agencies to ministerially approve ADUs on lots with residential or mixed-use zones. Adds a definition of "public transit" to mean a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

Governor Action: Chaptered

SB 13 (Wieckowski) Accessory Dwelling Units. Prohibits local jurisdictions from imposing any impact fees on ADUs less than 750 sq. ft. and limits the charge on ADUs over 750 sq. ft. to 25% of the fees otherwise charged for a new single-family dwelling on the same lot. Prohibits replacement parking when a garage, carport, or covered parking structure is demolished or converted into an ADU. This measure also prohibits owner occupancy requirements.

Governor Action: Chaptered

AB 1763 (Chiu) Planning and Zoning. Density Bonuses. Affordable Housing. Expands the existing Density Bonus Law (DBL) to require a city or county to award a developer significantly more density, additional concessions and incentives, and greater allowable height if 100% of the units in a development are restricted to lower income households.

Governor Action: Chaptered

AB 1483 (Grayson) Housing Data. Collection and Reporting. Requires local jurisdictions to provide public information regarding its zoning ordinances, development standards, fees, exactions, and affordability requirements. This information must be available on the local jurisdiction's internet website.

Governor Action: Chaptered

SB 330 (Skinner) Housing Crisis Act of 2019. Declares a statewide housing crisis and for a five-year period freezing nearly all development-related fees once a developer submits a "preliminary" application, including essential project specific fees.

Governor Action: Chaptered

Prior Action:

November 4, 2019: The Executive Committee received and filed.

Fiscal Impact:

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

Attachment:

None.

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Western Riverside Council of Governments Technical Advisory Committee

Staff Report

Subject: Santa Ana Municipal Separate Storm Sewer System (MS4) Permit Compliance Program Update

Contact: Darcy Kuenzi, Government Affairs Officer, Riverside County Flood Control and Water Conservation District, dkuenzi@rivco.org, (951) 955-1200

Date: November 21, 2019

The purpose of this item is to provide a presentation from the Watershed Protection Division of the Riverside County Flood Control and Water Conservation District regarding the status of National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Programs within the Santa Ana Region of Riverside County.

Requested Action:

1. Receive and file.

Background

The Cities and County of Riverside, as well as the Riverside County Flood Control and Water Conservation District and Coachella Valley Water District (Permittees), are jointly regulated by NPDES MS4 Permits issued by the Santa Ana, Colorado and San Diego Regional Water Quality Control Boards. These permits, issued pursuant to the federal Clean Water Act, are designed to protect local lakes, rivers and streams from pollution (such as sediment, oils, grease, fertilizers, animal and human waste, trash and dissolved metals) associated with urban land use. The NPDES MS4 Permits specifically regulate discharges of storm water and non-storm water (e.g. irrigation runoff) from the storm drain system owned and operated by the Permittees. The NPDES MS4 Permits require Permittees to take action to regulate business and new developments, as well as residential areas and Permittee facilities (e.g. maintenance yards, parks, etc.) so as to minimize the potential for pollutants to be mobilized by runoff and conveyed through the storm drain system to local lakes, rivers and streams. Enhanced programs are required to address waterbodies that may be impaired by pollutants in urban runoff.

The Santa Ana NPDES MS4 Permit requires City Managers from Beaumont, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Norco, Perris, Riverside and San Jacinto, as well as the County Executive Officer to meet at least twice annually to discuss Santa Ana NPDES MS4 compliance programs. These meetings are integrated into the WRCOG Technical Advisory Committee meetings for the convenience of the City Managers and Executive Officer. This agenda item will convene the second meeting for Fiscal Year 2018/2019. Each City Manager, or their designated alternate, must attend at least one of two meetings.

Discussion

The Presentation will address:

1. The status of Canyon Lake & the Middle Santa Ana River as well as current Program development;

2. The status of other NPDES MS4 Permit program elements;
3. Regulatory Audit Activity;
4. Public Education Strategic Plan;
5. Budget Update
6. Holy Fire Update
7. Details on Trash Management Regulations, and
8. Stormwater Legislative Updates.

Prior Action:

May 16, 2019: The Technical Advisory Committee received and filed.

Fiscal Impact:

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

Attachment:

None.



Western Riverside Council of Governments

Technical Advisory Committee

Staff Report

Subject: Southern California Edison Public Safety Power Shutoff Program

Contact: Jeremy Goldman, Government Relations Manager, Southern California Edison,
jeremy.goldman@sce.com, (951) 249-8466

Date: November 21, 2019

The purpose of this item is to provide an update on Southern California Edison's (SCE) Public Safety Power Shutoff Program.

Requested Action:

1. Receive and file.

Background

In May 2019, SCE received approval from state regulators for its 2019 Wildfire Mitigation Plan to address the increasing threat of wildfires. The plan includes specific metrics that provide transparency to the public and other stakeholders and will enable the state to evaluate their performance. The Wildfire Mitigation Plan will further harden infrastructure, bolster situational awareness capabilities, enhance operational practices, and harness the power of data and technology. SCE is going far beyond traditional good utility practices and incorporating advanced mitigation measures deployed in high fire risk regions around the world.

Public Safety Power Shutoffs (PSPS) is an operational practice SCE may employ to pre-emptively turn off power – de-energize – to certain power lines during high fire risk weather conditions to enhance public safety. Turning off the power to customers is not something SCE takes lightly. Its commitment to deliver reliable electric service is something they take very seriously. The company maintains that PSPS will be used to complement infrastructure hardening measures when weather conditions threaten power lines in a way that presents an imminent danger to public safety. The actual frequency of PSPS events will depend on various weather and environmental factors. The company has been enhancing its PSPS program by using its increased situational awareness capabilities and real-time information to drive more precise decision-making around potential events. SCE has committed to providing timely notification to potentially impacted customers, businesses, local governments, public safety agencies, and the California State Warning Center. Notifications are generally made before, throughout the outage, when power has been shut off, and when it has been restored.

Additional information can be found at www.sce.com/wildfire or www.sce.com/psps.

Prior Action:

November 4, 2019: The Executive Committee received and filed.

Fiscal Impact:

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

Attachment:

1. SCE Public Safety Power Shutoff Program PowerPoint.

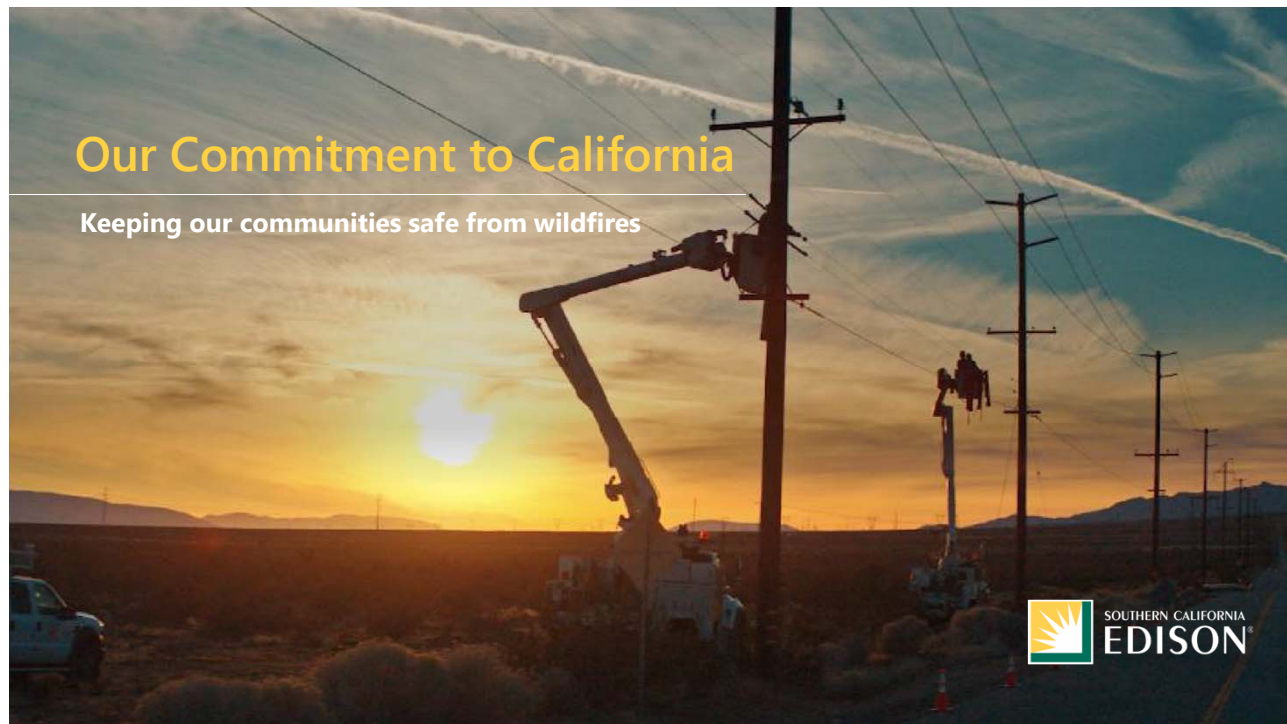
Item 7.C

Southern California Edison Public
Safety Power Shutoff Program

Attachment 1

SCE Public Safety Power Shutoff
Program PowerPoint

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California's wildfire problem is serious and worsening.

- Ten of the most destructive wildfires have happened since 2015
- About a quarter of our service area is located in high fire risk areas

Source: <https://www.fire.ca.gov>

1

Our Wildfire Mitigation Plan

- Further hardening infrastructure, bolstering situational awareness capabilities, enhancing operational practices and harnessing the power of data and technology
- Incorporating advanced mitigation measures deployed in high fire risk areas around the world



A COMPREHENSIVE STRATEGY to prevent, combat and respond



**Bolstering Situational
Awareness Capabilities**



**Enhancing
Operational Practices**



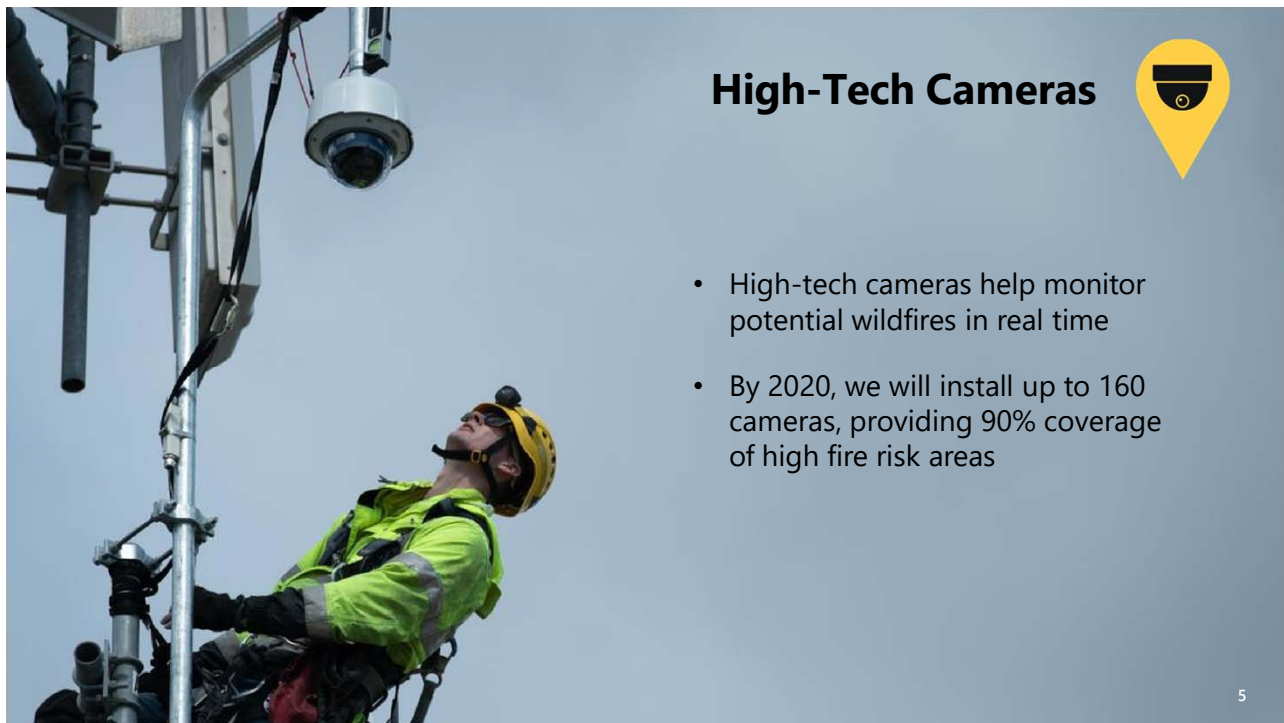
**Hardening the
Electric Grid**



 **Weather Stations**

- Technology that provides real-time weather forecasting in high fire risk areas
- Installing 850 weather stations by the end of 2020 as part of our wildfire mitigation program

4



High-Tech Cameras 

- High-tech cameras help monitor potential wildfires in real time
- By 2020, we will install up to 160 cameras, providing 90% coverage of high fire risk areas

5



Advanced Weather Modeling

- New state-of-the-art software with a high-resolution weather model forecasts weather conditions down to less than two miles
- 24/7 monitoring



6

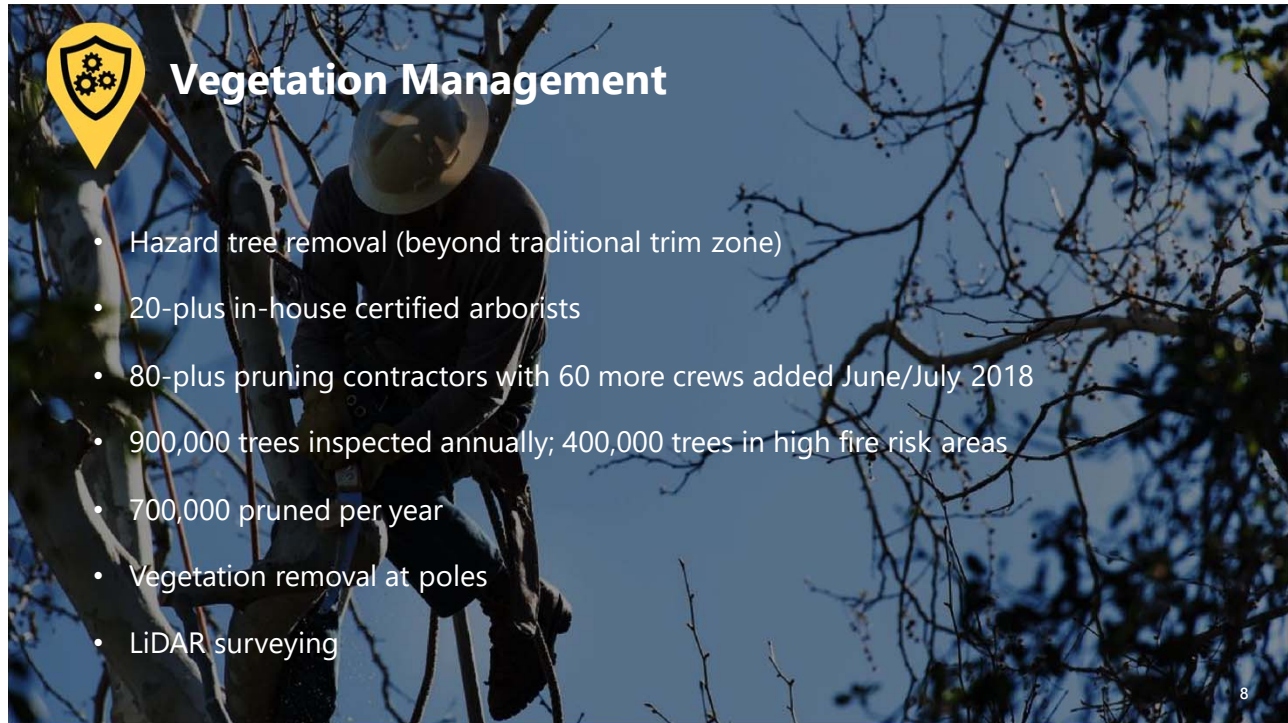


Inspections

- In less than five months: crews completed detailed ground-based inspections of 400,000-plus distribution and transmission structures in high fire risk areas
- Deploying helicopters and drones equipped with infrared, ultraviolet, LiDAR and HD image scanning to perform aerial inspections of our facilities in high fire risk areas



7



Vegetation Management

- Hazard tree removal (beyond traditional trim zone)
- 20-plus in-house certified arborists
- 80-plus pruning contractors with 60 more crews added June/July 2018
- 900,000 trees inspected annually; 400,000 trees in high fire risk areas
- 700,000 pruned per year
- Vegetation removal at poles
- LiDAR surveying

8



Covered Conductor

- Insulated wires help reduce wildfire risk
- Installing 600 circuit miles of the insulated wire by 2020

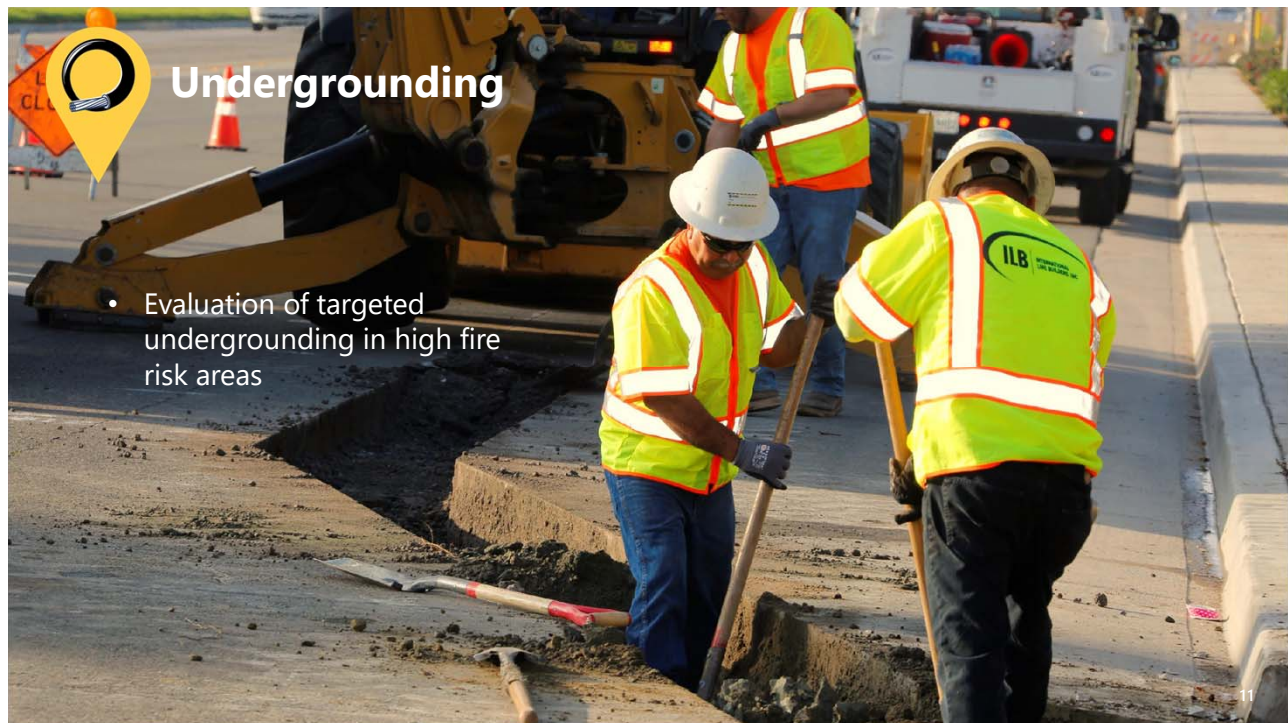
9



Protective Devices and Reclosers

- 1,500-plus automatic reclosers programmed with more sensitive settings

10



Undergrounding

- Evaluation of targeted undergrounding in high fire risk areas

11

Incident Command System

- More than **500 qualified response team members** who are on call for duty 24/7 on rotation for one week out of the month and can respond within two hours of notification.

12



Public Safety Power Shutoff

- De-energizing power lines to prevent ignitions
- Used during elevated fire conditions
- Primarily impacts circuits in high fire risk areas

13

PSPS Decision Points

Decision points include, but are not limited to:



- SCE meteorologists forecast **strong wind** conditions in service area
- SCE fire scientist assessment **of fire potential** to include consideration of **weather** and **fuels**



- Real-time observations from qualified electrical workers monitoring for **hazardous conditions** in the field



- Impact of de-energizing circuits on **first responders** and **essential services**

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PSPS Ideal Timeline



*Erratic or sudden onset of conditions may impact our ability to provide advanced notice to customers.

15

Talking With Our Communities

- More than 20 community meetings scheduled in high fire risk areas
- Meetings scheduled with 120 cities, counties and tribal governments
- Statewide advertising campaign in market educating customers about preparing for power shutoffs
- Letters communicating potential power shutoffs planned for all customers in service territory

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Community Resilience and Preparedness

Power Outages Can Occur for Many Reasons

- Maintenance
- Emergency Repairs
- Requests From Fire Agencies
- Natural Disasters

Have a Plan and Be Prepared

- ✓ Be Informed
- ✓ **Plan Ahead**
- ✓ Take Action



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Useful Information

- Update Account Information www.sce.com/psps
- Information on SCE Wildfire Management Plan www.sce.com/wildfire
- Twitter - [@sce](https://twitter.com/sce)
- Facebook – www.facebook.com/sce
- Fire Cameras- www.alertwildfire.org
- Weather Stations – mesowest.utah.edu
- CPUC Wildfire Maps Information - www.cpuc.ca.gov/wildfiresinfo/
- Fire Preparedness - www.readyforwildfire.org
- Red Cross Emergency Preparedness
www.redcross.org/get-help/how-to-prepare-for-emergencies.html
- FEMA Emergency Preparedness – www.ready.gov



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Western Riverside Council of Governments Technical Advisory Committee

Staff Report

Subject: 2020 Census Update – Report from Riverside County

Contact: Jason Farin, Riverside County Executive Office, JFarin@RIVCO.ORG, (951) 955-1124

Date: November 21, 2019

The purpose of this item is to provide an update on recent activities related to the forthcoming 2020 Census.

Requested Action:

1. Receive and file.

The 2020 Decennial Census represents a significant event for all regions in the United States, particularly Riverside County. The population counts from the Census are key inputs into diverse topics such as Congressional Redistricting and the allocation process for Federal Grants and other funds. As such, it is critical that there is a full and accurate count of everyone in Riverside County.

To ensure that the 2020 Census accurately records all the residents of Riverside County, the County of Riverside, the County of San Bernardino, and the UCR Center for Social Innovation have partnered on a joint effort to develop a framework to facilitate this process. The agencies facilitated the formation of a Complete Count Committee for the Inland Empire, which will include representatives of Riverside County, San Bernardino County, non-profits, and other interested parties. The Complete Count Committee is primarily responsible for outreach and coordination activities.

Jason Farin from Riverside County will be providing a verbal update on recent activities related to the 2020 Census, including potential funding that will be available to help WRCOG member agencies with any outreach and coordination activities.

Prior Action:

None.

Fiscal Impact:

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

Attachment:

None.

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Western Riverside Council of Governments Technical Advisory Committee

Staff Report

Subject: TUMF Nexus Study Principles and Goal Discussion

Contact: Chris Gray, Director of Transportation & Planning, cgray@wrcog.us, (951) 405-6710

Date: November 21, 2019

The purpose of this item is to engage members of the Committee regarding key principles and goals related to an upcoming update of the Transportation Uniform Mitigation Fee (TUMF) Nexus Study.

Requested Action:

1. Discuss and provide input.
-

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

Nexus Study Principles & Goals

WRCOG anticipates that it will initiate a comprehensive update of the TUMF Nexus Study in the summer of 2020. The update process will follow the Southern California Association of Governments' (SCAG) update of the Regional Transportation Plan / Sustainable Communities Strategy (RTP/SCS) document since the TUMF Nexus Study will be using the same growth forecasts as the SCAG RTP/SCS for consistency purposes. This schedule is also consistent with previous direction from the WRCOG Executive Committee.

As part of this Nexus Study, staff will be soliciting input from member agencies regarding facilities to include in the TUMF Program, which is a key determinant in the overall program cost and resulting fee levels. Prior to meeting with member agencies, staff believe it is advisable to first obtain direction on key principles, which will then be refined and adopted by the various WRCOG Committees prior to the formal beginning of the Nexus Study. Staff would also like committee feedback about project costs member agencies are observing in their jurisdiction, which will also help guide the direction and goals for the update of the Nexus.

The following topics are presented for discussion and described in further detail below.

Topic #1 - Should TUMF continue to focus on higher value regional projects?

TUMF does not fund every roadway within an Agency's boundaries, instead focusing on regional projects. Criteria used to identify TUMF eligible roadways includes the following:

- Traffic volume
- Whether the project is projected to operate beyond its capacity in future years
- Regional connectivity

The criteria used to define roadways for inclusion in the TUMF Network have not significantly changed since the adoption of the first Nexus Study in 2003. Given these criteria, three possible options present themselves as listed below:

1. The criteria can be made more stringent, which would reduce the number of eligible projects for inclusion in the Network. This change would reduce the overall share of projects funded by TUMF and shift more of the costs to the local agencies.
2. The criteria can remain as currently defined, which would keep many of the existing facilities in the Network. Some increase in the fee is still likely to occur given the continual increase in labor and materials associated with construction of transportation infrastructure.
3. The criteria can be made less stringent, which could significantly increase the fee level given how much the criteria are changed.

Topic #2 - Should TUMF provide a higher or lower level of funding for each individual project?

Currently, TUMF funds both pre-construction and construction activities. We estimate that the current reimbursement level can fund most of the pre-construction activities including Planning, Environment, and Design Studies. Agencies usually only require significant amounts of additional funding when studies are significantly delayed or have to be updated for various reasons. The level of Construction funding varies depending on the facility with TUMF providing between 1/3 and 2/3 of the total construction cost for a project. TUMF is specifically designed to only fund those elements of a project related to roadway capacity. For example, landscaped medians, roadway lighting, and landscaping are not currently reimbursable through the TUMF Program.

This approach has also not varied since the inception of the Program. If a change is desired, three options present themselves as described below:

1. The use of TUMF funds can be limited to fund either only construction activities or limit funding for pre-construction activity. This change could result in a reduction in the current fee levels by approximately 1/3 since this amount reflects the portion of TUMF fees which go towards these types of activities. The downside to this approach is that it would make it difficult for local agencies to fund these activities as there is often limited funding available. Many of WRCOG's member agencies often require more TUMF funding for these pre-construction activities since there are often limited funds available. Construction funding is generally more available once an agency has secured the necessary entitlements from outside sources such as the Riverside County Transportation Commission (RCTC), the State of California, and federal funds.
2. The current status quo can be maintained, under which most of the pre-construction activities are funded and the same portion of construction activity can be funded by TUMF. Because of continual increases in roadway costs, leaving the current process in place would automatically lead to an increase in fee levels without some offsetting change in other elements of the Program.
3. Higher levels of funding could be provided for pre-construction, construction, or both, by allowing higher levels of reimbursement. Such a change would likely significantly increase the current fee levels, unless offsetting changes were made to the Program such as reducing the number of projects eligible for inclusion in the Program.

Topic #3 - How stringent should the process be for an agency to add a project to the TUMF Network?

Prior to the 2016 Nexus Study Update, WRCOG implemented a policy making it difficult for agencies to add roadways to the Nexus Study without removing an existing roadway, essentially "swapping" one project for another. While this approach created some challenges for WRCOG and the local agency, it also limited the number of new projects being added to the TUMF network and resulted in a limited increase in the fee for most land use categories.

There are two options available in terms of this item as described below:

1. A similar practice could be required in which projects are added to the TUMF Network only if it replaces a completed project or a proposed project with a focus on creating a "no-net" cost increase scenario. Under this approach, if an agency wishes to add a \$50 million project, it must identify another \$50 million project or two \$25 million projects, etc. This approach would limit increases in the overall fee amounts since the TUMF Network would not significantly expand.

2. The requirement to swap projects could be removed, which would result in an expanded TUMF Network. This expansion would likely increase the overall fee levels, unless other changes are made to the Program eligibility criteria or other procedures are put in place to reduce the level of funding for specific projects.

Topic #4 - Should WRCOG implement an automatic Construction Cost Index (CCI) adjustment?

One issue with TUMF Nexus Studies is the need to perform updates on a regular basis, since there has been limited support for adjusting construction costs in those years between Nexus Study adoptions. One reason the adoption of the 2016 Nexus Study was so challenging is that there had not been a comprehensive update since 2009 and construction costs had escalated significantly between 2009 and 2016. WRCOG's TUMF Program does not have a comprehensive CCI adjustment built into the Program. Instead, WRCOG calculates the CCI and brings the fee adjustment forward for consideration by the WRCOG Committees. These CCI adjustments often have limited support.

One way to limit the amount of fee increases associated with each Nexus Study is to implement an automatic CCI adjustment process by which the fees would be increased automatically without WRCOG having to take action. Implementing this approach could reduce the amount of fee increases in each Nexus Study, thereby making it more palatable for member agencies to adopt the Nexus Study as there would be less of a fee increase to consider.

Prior Actions:

November 14, 2019: The Public Works Committee received and filed.

November 13, 2019: The Administration & Finance Committee received and filed.

Fiscal Impact:

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

Attachment:

None.

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Western Riverside Council of Governments

Technical Advisory Committee

Staff Report

Subject: Alternative Compliance Program Activities Update

Contact: Christopher Tzeng, Program Manager, ctzeng@wrcog.us, (951) 405-6711

Date: November 21, 2019

The purpose of this item is to provide an update of recent activity on the development of a proposed, voluntary, Alternative Compliance Program (ACP). The ACP would create a voluntary opportunity for alternative compliance with updated Municipal Separate Stormwater Sewer System (MS4) Permit requirements, which might otherwise be cost prohibitive for many developments.

Requested Action:

1. Receive and file.

Stormwater management is a complex issue and the MS4 Permit is the primary mechanism to regulate stormwater. New regulations have required Regional Water Quality Control Boards (RWQCB) to update their MS4 Permits to require additional stormwater treatment measures when new development occurs. These regulations may increase cost and the need for more land, thus negatively affecting the feasibility of new development. As a result, RWQCBs may enable programs that assist in complying with these new regulations. In 2016, WRCOG completed a study to understand the feasibility of a Program in the southwest area of the region. WRCOG is interested in providing local jurisdictions a framework so that they are able to implement a Program if they so choose – any resulting Program would be voluntary.

Update on WRCOG Efforts to Address Stormwater Requirements

WRCOG staff and its project team worked on an Alternative Compliance Framework to further enable the structure of a potential Alternative Compliance Program (ACP) as a voluntary one, under which jurisdictions and property owners choose to participate in a regional Program or address stormwater issues individually. This Framework is intended for jurisdictions to consider and provide an approach to follow if they so choose to participate in an ACP. It was determined along the process that the focus of WRCOG's efforts at this time should be on a Program within the San Diego RWQCB region (County of Riverside, and the Cities of Murrieta, Temecula, and Wildomar) because the San Diego RWQCB currently allows this type of Program in its MS4 Permit.

In 2019, WRCOG staff met with jurisdictions within the San Diego RWQCB region to discuss their interest and gather feedback on the Framework. The Cities of Murrieta, Temecula, and Wildomar provided feedback on the Framework which WRCOG staff has addressed. These jurisdictions have indicated that a regional Program would be beneficial for their jurisdictions to participate in and they would like to further pursue developing a Program and obtain feedback from the San Diego RWQCB. The County of Riverside provided a comment letter to WRCOG in May 2019 and WRCOG worked to provide responses to comments. The County of Riverside has requested additional analysis to explore whether an ACP would benefit the County. WRCOG staff will be working with its project team to conduct this additional analysis.

As the WRCOG subregion lies within different RWQCB areas, the team is approaching the other RWQCB areas differently. The San Diego RWQCB has indicated in its MS4 Permit that an ACP can meet the new MS4 Permit requirements but provided additional details on what an ACP must include. The MS4 Permit for the Santa Ana RWQCB region is currently on hold, so it is not certain if an ACP is eligible; however, WRCOG staff will continue working with Santa Ana RWQCB staff to enable that option in the MS4 Permit.

ACP Guidance Manual for San Diego RWQCB Region

The team drafted an ACP Guidance Manual (Attachment 1) which describes information pertinent to ACP components, such as document recording, credit / deficit recording, collecting fee-in-lieu and annual fees, and assuring ongoing maintenance and compliance. This document was provided to Riverside County Flood Control, Riverside County, and the Cities of Murrieta, Temecula, and Wildomar for review and comment. All of the agencies provided comments which were incorporated into an updated manual. Staff from Riverside County has requested a follow-on meeting to discuss the draft Guidance Manual and specific issues related to land development in Riverside County.

Bureau of Reclamation Grant

The Bureau of Reclamation has a grant solicitation out to develop a Watershed Management Program for the Santa Margarita Watershed. WRCOG is currently preparing a grant application to implement a regional planning effort for this watershed. If this grant application is successful, WRCOG will use the funding to implement the initial phases of the ACP and position ourselves to secure future funding for this Program and other efforts.

Prior Actions:

November 13, 2019: The Administration & Finance Committee authorized staff to submit a grant to the Bureau of Reclamation WaterSMART Cooperative Watershed Management Program Grant.

November 4, 2019: The Executive Committee received and filed.

Fiscal Impact:

Activities for the Alternative Compliance Program are included in the Agency's adopted Fiscal Year 2019/2020 Budget under the Transportation Department.

Attachment:

1. Draft Stormwater Compliance Credit Program Guidance Manual.

Item 7.F

Alternative Compliance Program
Activities Update

Attachment 1

Draft Stormwater Compliance Credit
Program Guidance Manual

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Western Riverside Council of Governments

Stormwater Compliance Credit Program (SWCCP) Guidance Manual

DRAFT

October 23, 2019

Prepared for WRCOG by
Birchline Planning LLC



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DRAFT

ACRONYMS and ABBREVIATIONS

Alternative Compliance	Provision E.3.c.(3)(a) of the 2013 MS4 Permit
MS4 Permit	Municipal Separate Storm Sewer System Permit, Order No. R9-2013-0001, as amended by R9-2015-0001 and R9-2015-0100
PDP	Priority Development Project
RCFCWCD	Riverside County Flood Control and Water Conservation District
RTLMA	Riverside Transportation and Land Management Agency
SDRWQCB	San Diego Regional Water Quality Control Board
SWCCP	Stormwater Compliance Credit Program
TUMF	Transportation Uniform Mitigation Fee
WMAA	Watershed Management Area Analysis
WQE	Water Quality Equivalency Guidance Document Region 9, for Participation in Jurisdictional Offsite Alternative Compliance Programs, dated December 2015 (or as amended)
WQIP	Water Quality Improvement Plan
WQMP	Water Quality Management Plan
WRCOG	Western Riverside Council of Governments

Map of WRCOG and Santa Margarita Watershed borders

DRAFT

Credit Review Process Graphic

DRAFT

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EXECUTIVE SUMMARY

This Program Guidance Manual outlines the Stormwater Compliance Credit Program (SWCCP) established by the Western Riverside Council of Governments (WRCOG). Acting in its capacity as a regional organization with a mission to serve member agencies, WRCOG has coordinated with the Riverside County Flood Control and Water Conservation District (RCFCWCD), Riverside County Transportation and Land Management Authority (RTLMA), municipal jurisdictions, and other agencies within the County to develop a voluntary, optional program for managing Alternative Compliance credits under the Municipal Separate Storm Sewer System Permit for the San Diego Region (MS4 Permit).

The Alternative Compliance provisions in the MS4 Permit reflect the technical and financial challenges of on-site stormwater compliance in the San Diego region. Providing an option for Priority Development Project (PDP) applicants to manage all or part of the required volume of stormwater off-site helps applicants overcome site-specific technical challenges, as well as the financial constraints facing development (particularly infill redevelopment, transit-oriented development, and affordable housing) in Western Riverside County communities. Under the terms of the MS4 Permit, Co-Permittees may adopt Alternative Compliance provisions that allow PDP applicants to pay a fee-in-lieu towards the cost of constructing a stormwater treatment project elsewhere in the watershed, or to construct an Alternative Compliance project themselves. However, the MS4 Permit does not address the program structure and approach needed to implement these measures in the context of the land use entitlements process.

To address this need, WRCOG will administer this SWCCP to ensure that the Co-Permittees and PDP sponsors in the Western Riverside region have a ready means of facilitating stormwater compliance and watershed enhancement projects in an efficient, cost-effective manner. WRCOG's Executive Committee, and the participating agencies in the SWCCP development process, find that this program will benefit WRCOG's member and partner agencies through the continued improvement of the region's environmental, economic and community quality. As WRCOG is not a Co-Permittee under the MS4 Permit, with no authority to review or approve stormwater projects, WRCOG will act as the administrator of a Regional Credit Bank that maintains stormwater "credits" and "debits" under the terms and conditions of the MS4 Permit and the implementing Water Quality Equivalency guidance (WQE).

Any of the legal Co-Permittees party to the MS4 Permit may choose to participate in this program by establishing a locally-adopted Alternative Compliance program and requesting participation in the SWCCP. As set forth in this Guidance Manual, program administration chiefly will be carried out by WRCOG staff supporting an Involved Agencies Working Group (Working Group). The Working Group, procedures for which are set forth in this Guidance Manual, will have policy-setting and decision-making roles; bi-annually, the Working Group will set the price for credits to be purchased by PDP applicants to achieve compliance with the MS4 Permit. Providing a consistent forum for involved agency communication, with defined responsibilities and procedures, supported by professional staff, is among the most important support WRCOG can provide to ensure the viability of Alternative Compliance in the region.

1.0 PROGRAM PURPOSE and AUTHORITY

1.1 Program Overview

WRCOG has adopted this voluntary Stormwater Compliance Credit Program (SWCCP) as a means of maintaining and managing a record of credits generated and used under the Regional MS4 permit's¹ Alternative Compliance provisions, which allow for the off-site treatment of development-related stormwater runoff using “credits” created by supplemental treatment and control on other sites. This program creates a Regional Credit Bank that facilitates the generation, management, and proper use of Alternative Compliance credits.

While each MS4 Co-Permittee has the authority to establish a locally-managed Alternative Compliance program, WRCOG member municipalities and allied agencies, including the RCFCWCD and RTLMA recognized both the tremendous opportunities and the substantial administrative challenges involved in implementing Alternative Compliance at an inter-municipal or regional scale. In response, in service to its members, WRCOG has developed the SWCCP and this Guidance Manual. This centrally-managed administrative program is intended to offer effective and efficient management and tracking of stormwater “credits” created and allocation of credits to credit “purchasers.” The SWCCP also provides a means to reimburse the sponsors of credit generating projects, and once the program is more robust, to provide a source of funds for sponsors of additional watershed enhancement (i.e. credit-generating) projects. The form of the SWCCP reflected in this Guidance Manual reflects the needs and direction expressed by participating member municipalities and agencies. It also outlines how municipalities and agencies may voluntarily “opt in” to this program to facilitate inter-municipal, inter-agency, and regional solutions.

WRCOG's role in establishing this stormwater-focused program is distinct from those of its member municipalities, RTLMA, and RCFCWCD. WRCOG is not an MS4 permittee, and has no role in managing or maintaining any of the region's MS4 systems. WRCOG does not promulgate land use or stormwater regulations, or review development projects for compliance with stormwater or land use regulations. This Guidance Manual for the SWCCP has been written in cooperation with RCFCWCD and RTLMA, along with municipalities and other regional stakeholders, and is complementary to the authorities of the Co-Permittees. Agencies and municipalities choosing to opt in to the SWCCP may do so by following the steps outlined in this Guidance Manual, and participating in the Working Group process.

1.2 Program Intent

It is the overall intent of WRCOG to use the opportunity created by Alternative Compliance, as authorized in the MS4 Permit and adopted locally by MS4 Co-Permittees, to facilitate

¹ At the present time (2018), Alternative Compliance is part of the MS4 permit for the Santa Margarita watershed only, and not for the Santa Ana watershed. If, when and as similar provisions are adopted by the Santa Ana Regional Water Quality Control Board, WRCOG anticipates extending the SWCCP to its member municipalities and affected agencies within the Santa Ana watershed.

investments in infrastructure, development, and water quality enhancement projects that benefit Western Riverside County. As is the case with many other programs and initiatives, WRCOG is providing this program as a voluntary service to members, offering an administrative framework that optimizes use of the stormwater credit capacity created by watershed enhancement projects constructed in the region. The SWCCP implements an important finding of WRCOG's *Land Use, Transportation and Water Quality Framework* (2013) that found the potential for stormwater regulations to have substantial impacts on infill development and housing in Transit Priority areas of Western Riverside County; this study promoted a regionally-managed alternative compliance option as one means of ensuring that the regulatory framework for stormwater did not conflict with the region's housing, land use, and community development goals.

1.3 Scope of Authority and Program Framework

The SWCCP, and this implementing Guidance Manual, have been formally adopted by the WRCOG Executive Committee. As such, while the program is intended to be consistent with applicable MS4 permit provisions, the actions and policies herein are governed by the WRCOG Executive Committee in accordance with WRCOG's standards and procedures (By-Laws). WRCOG's scope of authority extends only to administrative tracking measures outlined in this manual. Once this program is in place and sufficiently robust, WRCOG intends to facilitate the transfer of funds from credit purchases to support the construction of watershed enhancement projects by regional Co-Permittees.

It is important to emphasize that WRCOG's functions under this program rely on RCFCWCD and municipal staff carrying out their delegated review authority under the MS4 Permit. Co-Permittee staff are, in this program, responsible for analysis of all technical aspects of reviews of Water Quality Management Plans (WQMP), and analysis under the WQE, to determine credits generated or required by individual projects. While there is always the potential for WRCOG to expand its responsibilities at member municipalities' request, consistent with any developments in the MS4 Permit, this Guidance Manual as adopted by the WRCOG Executive Committee clearly limits WRCOG's responsibilities to managing the administrative process outlined herein.

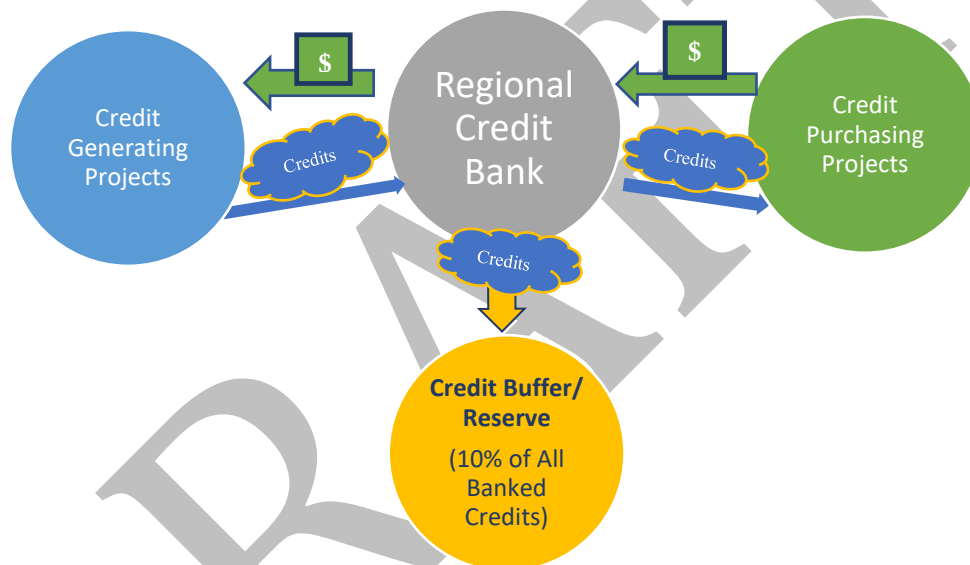
1.4 Regional Credit Bank Structure

The SWCCP establishes a regional "credit bank" that enables three functions:

1. **Tracking inter-municipal and other regional credits:** The primary purpose of the SWCCP is to facilitate inter-municipal and regional credit generation and use. The SWCCP will track and manage credits generated at sites in any participating municipality or multiple municipalities (e.g. multi-city greenways, etc.), and will make those credits available to credit-purchasing projects in the same watershed (i.e. Santa Margarita River watershed).
2. **Tracking intra-municipal credits:** Any member municipality or regional agency that has authorized an Alternative Compliance program may request that WRCOG track and manage stormwater credits that are generated and used solely within its municipal

- borders. While it is anticipated that most local programs of this type will be managed by the municipality, WRCOG will do so through the SWCCP if requested by the municipality or agency. An administrative fee will be charged by WRCOG for this service, consistent with the provisions set forth in this Guidance Manual.
3. ***Maintaining a watershed credit buffer:*** For each watershed area (i.e. Santa Margarita River), a credit reserve or buffer representing ten percent (10%) of the credits deposited in the Regional Credit Bank will be maintained in order to cover any potential cases of non-compliant credit-generating projects, or temporal issues with project construction.

Figure 1. Regional Credit Bank Structure



2.0 Involved Agencies and Foundational Documents

2.1 Relationships of WRCOG, Co-Permittees and Foundational Documents

By establishing the SWCCP, WRCOG is acting as an administrative hub for the many agencies involved in implementing water quality regulation and restoration in the region. Each of the Co-Permittees and other involved agencies, has different roles in project development and review, and in the preparation and implementation of various regulatory and planning documents. This Section reviews the role and function of key agencies involved in the SWCCP. Section 2.0 reviews the Foundational Documents, both regulatory and guidance, that affect implementation.

Program administration for the Regional Credit Bank chiefly will be carried out by WRCOG staff supporting the Involved Agencies Working Group. The Working Group, procedures for which are set forth in Section 4.0 of this Guidance Manual, will review and make

recommendations on policy issues; review the status of un-used or ‘expired’ credits and applications for extension; and bi-annually, set the price for credits to be purchased by PDP applicants to achieve compliance with the MS4 Permit. Providing a consistent forum for the involved agencies with defined responsibilities and procedures, supported by professional staff, is among the most important support WRCOG can provide to ensure the success of a Regional Credit Bank program.

2.1.1 Riverside County Flood Control and Watershed Conservation District (RCFCWCD)

As the lead Co-Permittee for Riverside County, RCFCWCD prepares and submits the key regulatory documents governing both PDP compliance with the MS4 Permit, and the foundational documents authorizing adoption and use of Alternative Compliance in covered jurisdictions. RCFCWCD thus has a primary role in determining the technical content of the program that WRCOG administers. RCFCWCD also led preparation, submittal and approval of the Water Quality Improvement Plan (WQIP) and Watershed Management Area Analysis (WMAA) for the Santa Margarita Watershed.

Importantly, RCFCWCD also has agreed that credits generated by the District’s capital projects will be deposited automatically in the Regional Credit Bank, as a means of creating capacity for the use of Alternative Compliance in the region.

2.1.2 Riverside County Transportation and Land Management Agency (RTLMA)

Riverside County’s governmental agencies and departments are anticipated to be active participants in the SWCCP. Regulatory review, as well as capital project development and construction, fall under the auspices of the RTLMA. RTLMA staff will review all WQMPs for the County. The Transportation Department also has authority for policy making, development and implementation of transportation and transit capital projects, and manages the County’s transportation and MS4 networks. Stormwater treatment systems built in conjunction with RTLMA projects are anticipated to generate credits for the Regional Credit Bank. RTLMA also may need to purchase credits for transportation and other capital projects where on-site treatment is cost-prohibitive or where site conditions are especially challenging.

2.1.3 Caltrans

Like RTLMA, Caltrans develops and manages portions of the transportation network in Riverside County, developing and managing substantial stormwater treatment facilities. Under this SWCCP Caltrans is eligible both to bank credits and to purchase credits in the same manner as other agencies.

2.1.4 Western Riverside Municipalities

Municipalities are eligible to participate in the program by opting in to the SWCCP, as outlined in Section 4.1.2, and may voluntarily withdraw. The SWCCP has been designed to facilitate credit-generating or credit-using projects that involve two or more municipalities. In these cases,

each involved municipality must opt in to the SWCCP, at which time WRCOG can administer and manage the credits generated.

Municipalities' legal responsibilities under the MS4 Permit are not reduced by participation in the SWCCP: Each municipality must, under the MS4 Permit, adopt locally an ordinance authorizing the use of Alternative Compliance for PDPs approved within its jurisdiction. Municipal staff (or their designees) also are responsible for the review and approval of WQMPs and determining the credits generated or required using the WQE. As outlined in this Guidance Manual, the number of credits deposited to or allocated from the Regional Credit Bank with any project will be determined by the approved WQMP.

2.1.5 Public Land Owners

Many environmental enhancement projects on public lands, such as riparian corridor restoration, trail construction, and bridge or culvert replacement, are eligible as credit-generating projects under the MS4 permit and the WQE. Under the SWCCP, projects constructed on public lands within western Riverside County may be deposited in the Regional Credit Bank, and funds from credit purchases distributed to the project sponsors, as outlined in Section 5.0.

2.1.6 Development Applicants/Non-Public Land Owners

Private-sector applicants for Priority Development Projects (PDPs) may deposit credits into the bank and may purchase credits, provided the municipality(ies) with jurisdiction over the PDP have adopted Alternative Compliance provisions locally. The purchase and use of credits must be fully consistent with the municipally-approved WQMP for the project, the associated WQE analysis, and the procedures outlined in this Guidance Manual.

Table 1. Co-Permittee/Agency Responsibilities

Co-Permittee/ Agency	Responsibility							
	Prepare / Submit WMAA	Prepare/ Submit WQIP	Prepare Model PDP WQMP	Prepare BMP Design Manual	Review PDP WQMPs	Evaluate Project- Specific WQE Analyses	Certify Credits Needed/ Generated	Monitor PDPs, AC projects for Compliance
RCFCWCD	💧	💧	💧	💧	💧	💧	💧	💧
Municipalities					💧	💧	💧	💧
Caltrans						💧	💧	💧
RTLMA					💧	💧	💧	💧

2.2 Foundational Documents

Implementation of the Alternative Compliance program involves several foundational regulatory documents and processes related to watershed planning, stormwater BMP design and evaluation, Alternative Compliance crediting, and other stipulations of the MS4 Permit. While WRCOG has neither authority nor responsibility for the preparation or content of these documents, these documents set the policy framework for Alternative Compliance and the SWCCP. Each is

incorporated by reference into this Guidance Manual. Where municipalities or other Co-Permittees participating in the SWCCP have adopted a superseding local document, ordinance or policy, these also are incorporated into this Guidance Manual. The Co-Permittees must certify to WRCOG that individual projects using the Regional Credit Bank is fully consistent with applicable provisions of these documents.

Table 2. Foundational Documents Incorporated by Reference

Document	Adoption/ Effective Date
Watershed Management Area Analysis (WMAA)	[XXXX]
Water Quality Improvement Plan (WQIP)	[XXXX]
2018 Water Quality Management Plan for the Santa Margarita Region of Riverside County	July 5, 2018
Water Quality Equivalency Guidance Document Region 9, for Participation in Jurisdictional Offsite Alternative Compliance Programs	December 2015 (and as updated)
Riverside County Santa Margarita River Watershed Region Design Handbook for Low Impact Development Best Management Practices	June 2018
MS4 Permit, Order No. R9-2013-0001, as amended by R9-2015-0001 and R9-2015-0100	Adopted May 8, 2013; Amended February 11, 2015 and November 18, 2015

3.0 Credit-Generating Projects

3.1 Submittal Requirements for Credit-Generating Projects

Under the terms of the MS4 Permit and WQE guidance, a wide range of watershed restoration projects potentially can create Alternative Compliance credits. It is WRCOG's intent to support implementation of a broad suite of private- and publicly-sponsored watershed restoration projects through the Regional Credit Bank. As such, projects properly reviewed and credited by the applicable Co-Permittee, as set forth above, can be submitted to the Regional Credit Bank. All submittals of credit projects require the following to be submitted to WRCOG:

1. Demonstration of issuance of applicable land use approvals from the applicable MS4 Co-Permittee;
2. A WQMP or equivalent approved by the applicable Co-Permittee; and
3. WQE calculations and a determination of the specific credits to be banked, and credits that will constitute the 10% credit buffer.

3.2 Automatic and Voluntary Credit Banking

The involved agencies participating in development of the Regional Credit Bank have agreed that certain types of credit-eligible projects constructed in the Santa Margarita watershed will automatically be included in the Regional Credit Bank. This is intended both to ensure the viability of a regional program, with sufficient credits deposited to meet compliance needs, and to provide assurance to the San Diego Regional Water Quality Control Board (SDRWQCB) that credit tracking will be managed effectively for multi-party, inter-municipal, and privately-sponsored projects.

3.2.1 Automatic Credit Banking

Projects constructed under RCFCWCD's Capital Improvement Program that are able to be credited under the WQE will automatically be deposited in the Regional Credit Bank, upon submittal of the approved documentation to WRCOG.

3.2.2 Voluntary Credit Banking

Inter-municipal projects and County-sponsored projects may be deposited in the Regional Credit Bank at the request of the City Manager or equivalent executive of the sponsoring jurisdiction(s). Participating municipalities must adopt Alternative Compliance locally, and request participation in the SWCCP.

Municipally-sponsored projects in jurisdictions that have otherwise chosen to administer credits locally may deposit credits in the Regional Credit Bank, upon written request to WRCOG. Certification of the intent to bank the credits through the SWCCP may be made by the City Manager or equivalent executive. Otherwise, municipalities are not required to use the SWCCP or Regional Credit Bank.

Projects sponsored by other public agencies, including the US Army Corps of Engineers and special purpose authorities may be banked at the request of the public agency to WRCOG.

Credits generated from *projects sponsored by a private entity* (whether non-profit, for-profit, or quasi-public) may be deposited in the Regional Credit Bank. To do so, the applicant must have an MS4 Co-Permittee sponsor who submits the project to the Regional Credit Bank, using the process and requirements outlined in this Guidance Manual. Technical studies (i.e. WQE and WQMP, or equivalent project documentation by a public agency) and certification of the municipality's authority to enter and maintain the credit-generating project in the event of non-compliance (detailed in Section 5.3) must be completed and approved by the responsible Co-Permittee in order for the credits to be banked.

4.0 Credit Bank Administration

4.1 Administrative Roles and Functions

4.1.1 WRCOG Responsibilities

Under the SWCCP, WRCOG will manage the Regional Credit Bank, noting again that WRCOG is a managing entity, is not an MS4 Co-Permittee, and is not an entity against which enforcement would be taken in the event of non-compliance. This section sets forth the procedures by which an internal Working Group convened by WRCOG will administer the SWCCP.

In keeping with WRCOG policies, WRCOG's management will be based on a collaborative decision-making and policy-setting process with participating municipalities and agencies to

administer the Regional Credit Bank. It is WRCOG's intention to adapt these policies over time through input of the Working Group to respond to the needs of member communities and agencies, and with the evolution of the MS4 Permit program. Therefore, this Guidance Manual may be updated from time to time to reflect these changes.

4.1.2 Procedures for Program Participation

Participation in the SWCCP shall be granted by WRCOG upon a written request of the City Manager or equivalent executive in a municipality or other participating public agency. The request to WRCOG must specify that the participating agency will abide by the procedures outlined in this Guidance Manual. Participating Co-Permittees also must make a written commitment to send an appropriate designee with authority to act on its behalf to all scheduled meetings of the Working Group.

Withdrawal from the SWCCP may be made upon a vote of the Co-Permittee or agency's governing board or elected officials, who may authorize a City Manager or equivalent executive to provide a written statement of withdrawal to WRCOG. However, in this event, projects within or sponsored by that Co-Permittee or agency that were enrolled in the Regional Credit Bank prior to the date of the written statement of withdrawal may not be removed from it. Any payments due to a withdrawing agency or municipality for credits sold (see Section 5.4) will be paid through the close of the calendar year in which the statement of withdrawal is submitted. No project located wholly or partially in a withdrawing municipality, or sponsored by a withdrawing agency, shall be eligible to apply for the assignment or banking of credits after the date of the request for withdrawal; any applications in process likewise shall be deemed withdrawn as of the date of the statement of withdrawal.

4.2 Involved Agency Working Group

4.2.1 Working Group Composition and Meetings

WRCOG will convene the Involved Agency Working Group (Working Group) to manage the Regional Credit Bank and the SWCCP. The Working Group will include representatives from RCFCWCD, RTLMA, and each municipality that has opted in to the SWCCP, along with two members at large representing the private-sector regulated community in Western Riverside County. Other agencies participating in the SWCCP or actively engaged in developing credit generating projects may petition the WRCOG Executive Committee for membership in the Working Group.

The Working Group will be the chief policy setting body for the SWCCP. Working Group meetings will be held no less than quarterly with quorum required for a meeting; all meetings shall be treated as publicly noticed meetings, and shall be open to the public. The Working Group's members may choose to meet more frequently as required.

At its meetings, the Working Group will manage the banking and assignment of credits from the Regional Credit Bank. The submittal of complete applications to WRCOG staff will trigger the Working Group's review of specific applications for credit banking and use. WRCOG staff shall

have the authority to determine the date by which complete applications must be submitted in order for the application to be heard at the next Working Group meeting.

4.2.2 Working Group Responsibilities

The Working Group will set priority for the allocation of credits, consistent with the MS4 permit, and manage the “queue” of available Alternative Compliance credits. To allocate credits to a PDP, the Working Group shall issue a *Determination of Availability* formally allocating credits to a particular PDP, and committing those credits, subject to the conditions and time limits that are further set forth in this section.

It is the intent of WRCOG and RCFCWCD to facilitate the development of credit projects in the region and to ensure that the number of available credits is sufficient to meet regional demand. In the event demand exceeds the available supply, publicly-sponsored PDPs requesting credits generally shall have priority over privately-sponsored PDPs. In the event requests for credits exceed the number available in the Regional Credit Bank, the Working Group will have discretion to establish a priority among or between projects.

4.2.3 Application Review

The Working Group shall review applications for credit banking or credit use, with the presumption that the application has been properly reviewed and certified by the responsible Co-Permittee. The Working Group will strive to achieve consensus in its decision-making; in the event consensus cannot be achieved, a vote of the majority of Working Group members present shall be sufficient to authorize or deny an application for credit banking or use. Any applications denied may be referred back to the responsible Co-Permittee for review or revision; in such case, WRCOG staff will provide a summary of the Working Group’s decision and any recommended revisions. Applications denied or remanded may be modified and re-submitted.

4.3 Dispute Resolution

WRCOG’s procedures for dispute resolution shall govern decision-making by the Working Group, applications for credit banking or use, the assignment and administration the Credit Bank, and other actions taken pursuant to this Guidance Manual. A decision of the Working Group may be appealed to WRCOG’s Executive Director, who shall make a decision and communicate the decision to the appellant and the Working Group. Decisions of the Executive Director may be appealed to the WRCOG Technical Advisory Committee, which shall render its decisions. The Technical Advisory Committee’s decision may be appealed to the WRCOG Executive Committee; decisions of the Executive Committee shall be final and binding on all parties.

4.4 Credit Buffer

To ensure that the SWCCP is consistent with the aims of the foundational documents, WRCOG will retain an un-allocated Credit Buffer or reserve of ten percent (10%) of all credits deposited in the Regional Credit Bank. The allocation of the deposited credits between pertinent categories

in the WQE (i.e. hydrologic modification and pollutant attenuation) will be determined by the Working Group when each credit-generating project is reviewed for acceptance. Maintenance of the credit buffer is intended to ensure that in the event of temporary non-compliance, damage from natural events or man-made activities, or necessary BMP replacement, additional treatment and controls have been put in place to protect watershed functions while a damaged or non-compliant BMP or project is restored by the responsible party.

At the present time the Credit Buffer will be designated for the Santa Margarita watershed; at such time as areas in the Santa Ana watershed become eligible for Alternative Compliance, a separate watershed Credit Buffer will be established.

4.5 Credit Pricing

One of WRCOG's roles as administrator of the Regional Credit Bank will be to set a price for the use of credits. As has been the practice with the Transportation Uniform Mitigation Fee (TUMF) program, pricing will be the responsibility of the Working Group, operating under the decision-making procedures set forth in this Guidance Manual. In further keeping with the approach of the TUMF program, and many other well-established impact fee systems, credit pricing will be based on a periodic review of current information regarding the cost per unit to construct stormwater treatment and control measures (BMPs) providing treatment equivalent to the treatment required in the MS4 Permit, and the model WQMP for Riverside County prepared by RCFCWCD.

4.5.1 Credit Price Setting Procedures and Administrative Fee

Credit prices will be set bi-annually. WRCOG staff will, in consultation with its consultants, make a preliminary recommendation on credit pricing to the Working Group. The Working Group shall be asked to provide input and recommendations on the proposed pricing, and a proposed final pricing structure shall be developed by WRCOG staff. The final pricing shall be approved by the Working Group; while a consensus approval is desired, in the event that consensus cannot be achieved, the Working Group shall take a vote of its members present and a majority may approve the credit pricing. This decision is appealable per the procedures in Section 4.3.

Between credit price updates, as part of its regular meetings, the Working Group will convene a sub-group or committee of the whole to evaluate the cost of stormwater-related capital improvements from a range of private, public, rural, urban and transportation projects constructed within the Santa Margarita watershed area. Should Alternative Compliance provisions be expanded to the Santa Ana watershed, a similar procedure shall be used to set credit prices for projects in that watershed.

All assignments of credits from the Regional Credit Bank will be subject to an Administrative Fee (currently 4% for other WRCOG programs). The fee will be set bi-annually by the WRCOG Executive Committee, at the same time the credit prices are updated, and will be based on a recommendation from WRCOG staff and the Working Group. As with the TUMF program, the administrative fee is intended to reflect the program's administrative cost to WRCOG.

4.5.2 Assignment of Pricing Tiers for Credit Applications

Credit prices will be set for three tiers of projects, which are determined by the nature of the ultimate end user purchasing the credits. The Working Group shall have authority to determine the appropriate pricing tier for each credit-using project. Table 3 below is intended to provide guidance to the Working Group on the types of credit purchasers/end users appropriate to each pricing tier; it is not intended to be exhaustive. PDP applicants may request a non-binding determination of the applicable pricing tier from WRCOG staff prior to filing an application; applicants also may appeal the Working Group's determination, as set forth in Section 4.3.

Table 3. Credit Pricing Tiers

Credit Pricing Tier	Type of Purchaser/ End User	Notes
Full-Price	Private buyers: Private-sector applicants for PDP approvals PDP developed for market-rate use and does not include a substantive affordable housing or TOD component	Full price credits reflect the full cost of stormwater BMP implementation in the region during the pricing period as outlined in Section 4.5.1.
Half-Price	- Private buyers: Applicants for PDPs that include a substantive (e.g. 50% or greater) component of Transit-Oriented Development or affordable housing (as defined in Health and Safety Code Sections 50079.5 (rental housing) and 50093 (for-sale housing)). - Restoration projects sponsored or transferred to the control of for-profit parties	Half-price credits are set at 50% of the full cost of stormwater BMP implementation during the pricing period.
No-Cost	- Public agencies including RCFCWCD, RTLMA, Caltrans and municipalities - Public and private non-profit educational and health care institutions - Restoration projects sponsored and managed by a public or non-profit entity	Administrative fees apply to all credit requests, including no-cost credit requests

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4.6 Forms and Certifications

WRCOG will maintain and administer a number of forms and certifications in association with the SWWCP. These forms and certifications, which will be developed by WRCOG staff and approved by the WRCOG Executive Committee, will include:

1. *Credit Bank Authorization*: Establishes the program and Working Group
2. *Request for Assignment of Credits (Application)*: Application and required information for applicants seeking to purchase/use credits from the bank; the Working Group will require 3-6 months for processing, depending on the timing of the application and upcoming Working Group meetings.
3. *Request to Bank Credits*: Application, required information, and statement of sponsorship by a public Co-Permittee (for private applicants) to submit project-generated credits to the Regional Credit Bank; the Working Group will require 3-6 months for processing, depending upon the timing of the submittal.
4. *Credit Deposit Certification*: A statement of the number and type (i.e. hydrologic modification or pollutant removal) of credits certified as deposited to the regional credit bank, and pertinent dates for determining reimbursement under Section 5.4.
5. *Determination of Availability of Credits*: Statement assigning a specific number and type of credits to an applicant and project, based on a Request for Assignment of Credits. Determinations will be time-limited and subject to conditions of approval and execution of a final Credit Purchase Agreement, as set forth in Section 5.2.2.
6. *Credit Purchase Agreement*: WRCOG will certify that a final purchase or assignment from the Regional Credit Bank is issued, that all applicable administrative and credit charges have been paid, and that the credits and associated credit reserve are legally encumbered.
7. *Credit Refund*: In the event a project to which credits were assigned and for which a Credit Purchase Agreement was executed has been formally abandoned without using all or some of the purchased credits, a credit refund will be issued by WRCOG.
8. *Notice of Credit Expiration*: Credits allocated through a Determination of Availability of Credits that have not been finalized through a Credit Purchase Agreement will expire, as set forth in Section 5.2.2. Applicants will receive this formal notice of expiration from WRCOG.
9. *Payment Receipt for Purchase of Credits*: WRCOG will issue formal receipts of all payments made in association with the SWCCP.

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5.0 Procedures for Credit Use

5.1 Overview

This section outlines the process by which applicants for PDPs may request and make use of credits, including procedures for payments and the applicable timelines for approval and use of credits.

5.2 Credit Purchase Procedures

5.2.1 Responsible Co-Permittee Authorization Required

It is essential that any request for the use of credits from the Regional Credit Bank, whether for public or private projects, be made through and with concurrence of the Co-Permittee with authority to approve a WQMP and WQE for the associated project. The signature of the municipal official with authority approve the request for credits shall be used as evidence of a municipality's sponsorship of the request for credits, or sponsorship of a credit-generating project to be added to the Regional Credit Bank.

5.2.2 Credit Purchase Steps

WRCOG recognizes the uncertainties and challenges encountered by PDP applicants in the land use approval process. The timeframes set forth are intended to coordinate with and accommodate the most common process for land use approvals.

1. Request for Assignment of Credits (Application): Requests for Assignment of Credits should be filed with WRCOG upon filing of a complete WQMP and WQE analysis with the responsible MS4 Co-Permittee. No Request for Assignment of Credits will be processed by WRCOG staff without a determination by the responsible MS4 Co-Permittee that the WQMP has been deemed complete. WRCOG will require a 3- to 6-month processing time for the Request, depending upon the timing of the filing and upcoming Working Group meetings.

2. Determination of Credit Availability: Within 30 days of the Working Group meeting at which the Request is reviewed, the applicant will be notified in writing by WRCOG staff of (1) the number and types of credits that are available, and (2) the project's proposed pricing tier, which will be determined by the Working Group. The Working Group's decision on the availability of credits is a ministerial decision determined by the number and type of credits available through the bank; this determination is not subject to applicant appeal. However, applicants have 15 days from receipt of the Working Group's determination to appeal a decision on the pricing tier determination in accordance with the procedures in Section 4.3. In cases of appeal, the requested credits will not be deemed reserved for the project until appeals are exhausted the applicant has notified WRCOG, in writing, of acceptance of the pricing tier.

3. Duration of Credit Availability and Extensions: If credits are available and the applicant has accepted in writing the final determination of the pricing tier, the credits will be reserved for

five (5) years starting from the original date of approval by the Working Group. One five-year extension, starting the first calendar day after the expiration of the original five-year period, may be requested for cause upon written application to, and approval of, the Working Group. While the pricing tier in place at the time the Assignment of Credits is issued will remain in effect throughout the credit reservation, the actual credit price to be paid will be the price per credit for that tier in effect when the applicant finalizes a Credit Purchase Agreement with WRCOG. If the project is abandoned or the WQMP is denied by the reviewing Co-Permittee, the Assignment of Credits shall be null and void.

4. Execution of Credit Purchase Agreement: Roughly three to four months before applicants holding an Assignment of Credits will apply for building permits for the activity authorized in the associated WQMP, applicants should contact WRCOG staff to develop a Credit Purchase Agreement. The Credit Purchase Agreement, and associated payments of credit and administrative fees, must be received by WRCOG or the responsible Co-Permittee prior to issuance of first grading or building permit authorizing the activity approved in the WQMP. Payments may be made to WRCOG or the responsible Co-Permittee, which must remit the fee to WRCOG within 30 days of receipt of payment. Once a Credit Purchase Agreement has been executed payment received by the Co-Permittee or WRCOG, the associated credits are deemed to be permanently allocated.

5. Refund for Unused Credits: If a project for which a Credit Purchase Agreement has been executed is not constructed (i.e. a grading or building permit is not issued for the activity authorized in the PDP), or the project is constructed in a manner that reduces the need for Alternative Compliance credits under the MS4 Permit, the applicant may apply to formally terminate or modify the Credit Purchase Agreement. In the event a project is abandoned, written notice of intent to abandon and to terminate the Credit Purchase Agreement must be submitted to WRCOG and the responsible Co-Permittee. Projects modified or partially built first must submit a modified WQMP or equivalent documentation to the responsible Co-Permittee; upon approval of the modified WQMP, the Working Group may modify the Credit Purchase Agreement reducing the number of credits assigned to the PDP.

If funds are available in the Regional Credit Bank at the time a Credit Purchase Agreement is modified or terminated, the applicant may apply to WRCOG to receive a monetary refund for the unused credits. Refunds shall be equivalent to the price the applicant paid per credit (i.e. the cost per credit in the applicable pricing tier in effect at the time of payment), less the current administrative fee set by the WRCOG Executive Committee. If funds are not available from the Regional Credit Bank, funds will be repaid over time at the original cost of purchase less WRCOG's administrative fee. The re-payment schedule will be determined by WRCOG's Executive Committee, based on availability of funds, which decision may not be appealed.

5.2.3 Modifying Requests for Credits

Any request to secure additional credits after the Working Group has issued a Determination of Credit Availability will be treated as a new request for credits. Such amendments will be subject to the procedures and priority outlined herein and will not have priority over other applications. Applicants requesting a reduction to a previously-issued Determination of Credit Availability for

which a Credit Purchase Agreement has not been executed may submit a notification of amendment to WRCOG, along with an amended WQMP and WQE deemed complete by the responsible Co-Permittee. The Determination of Credit Availability will be modified at the next Working Group meeting, and any excess credits returned to the Regional Credit Bank.

5.3 Legal Encumbrance of Assigned Credits

Prior to the review of applications for credit deposits or use, municipalities and agencies opting in to the SWCCP must provide WRCOG with the legal encumbrances the Co-Permittee will require to ensure that (1) The Assignment of Credits and Credit Purchase Agreement are part of the properly recorded land use approvals for a credit-using PDP; (2) locally-recorded encumbrances provide the Co-Permittee with sufficient enforcement authority to enter and maintain in the event a credit-generating or credit-using project is out of compliance with the associated WQMP; and (3) provisions are made for periodic inspection, and prompt reporting to WRCOG in the event of any non-compliance, failure of a BMP or project, or proposed modification of an associated WQMP or other pertinent land use approval.

5.4 Payment to Credit-Generating Projects from Credit Sales

All entities (public or private) sponsoring a project that deposited credits into the Regional Credit Bank will be eligible to receive payment for any credits sold, up to a maximum of 90% of the total credits deposited. Payment will be made only after the generated credits are sold (i.e. a Credit Purchase Agreement using those credits is executed and recorded) and the funds are received by WRCOG.

On an annual basis, WRCOG will repay sponsors of credit-generating projects whose deposited credits were purchased in the prior fiscal year. The amount received by the entity generating the credits may or may not be equivalent to the cost to the sponsoring entity of constructing the credit, or the price paid by an applicant to purchase credits generated by the sponsor's project. The basis for payment shall be 90% of the total number of credits sold, multiplied by the average amount received per credit sold from all credit purchases from the Regional Credit Bank in the prior fiscal year, less WRCOG's standard administrative fee (4% as of 2018). Payment shall be made 30 to 60 days after the close of the prior fiscal year.

6.0 Credit Expiration, Retirement, and Renewal

6.1 Life of Credits

This SWCCP operates under the assumption that credits generated and assigned through the Regional Credit Bank are in place in perpetuity. In the event of project modification, failure or required replacement, the procedures in place both under the MS4 Permit and this Guidance Manual are intended to ensure that the material conditions of the program (i.e. stormwater management measures) are maintained in a functionally equivalent manner to those authorized through the MS4 Permit, approved WQMPs, and the recorded encumbrances outlined above. It is the responsibility of the responsible Co-Permittee to notify WRCOG of any modification of

projects credited to, or using credits from, the Regional Credit Bank; these modifications shall be addressed using the procedures outlined in this Guidance Manual.

6.2 Annual Reporting by WRCOG

WRCOG staff will make an annual report of all activity of the SWCCP, the Working Group, and activity in the Regional Credit Bank to its members, in a manner substantially equivalent to annual reporting of other WRCOG programs. The report will include an accounting of the equivalency of credits generated and allocated, repayments to credit generators, the status of the credit buffer, and the credits available in the Regional Credit Bank. The report also will document the status and anticipated payments to be made to any parties who are awaiting repayment for projects abandoned or partially completed. While WRCOG anticipates this report will be provided to the SDRWQCB, WRCOG's activities are not intended to substitute for Co-Permittees reporting responsibilities to the SDRWQCB under the terms of the MS4 permit or other applicable regulations and programs.



Western Riverside Council of Governments Technical Advisory Committee

Staff Report

Subject: Regional Streetlight Program Activities Update

Contact: Daniel Soltero, Staff Analyst, dsoltero@wrcog.us, (951) 405-6738

Date: November 21, 2019

The purpose of this item is to provide an update on the Streetlight Operations and Maintenance services provided by Siemens, and a Regional Retrofit timeline update.

Requested Action:

1. Receive and file.

Background

The Regional Streetlight Program provides the 11 participating jurisdictions with streetlight retrofit and operations and maintenance (O&M) services. In 2017, WRCOG released RFQ 17-04 to solicit proposals for these services, and in 2018, Siemens was selected as the provider. As jurisdictions are taking ownership of their streetlights, they are required to maintain them should any issues arise such as lamp burnouts, damaged equipment, or pole knockdowns. One of the main reasons for selecting Siemens as the O&M provider for the region is improved level of service when compared to the previous owner and operator of the streetlights, Southern California Edison (SCE).

There are 10 participating jurisdictions in the Program that are or will be utilizing Siemens O&M services. In 2018, the City of Murrieta was the first jurisdiction to acquire streetlights, and the only jurisdiction to initiate Siemens' services that year. In 2019 to date, nine more jurisdictions have acquired streetlights and are utilizing Siemens' services. As each jurisdiction initiates Siemens' services, they are provided with a log-in to the Maintenance Portal which shows all the work orders for that jurisdiction. The Portal will display all open, pending, and closed work orders, response dates and times, as well as brief descriptions of the issue and work conducted. In addition to the 10 jurisdictions utilizing Siemens, the City of Moreno Valley is utilizing its own public electric utility, Moreno Valley Utility, to retrofit, operate, and maintain its acquired and city-owned streetlights.

Ongoing Operations and Maintenance (O&M) Update

Of the 11 participating jurisdictions in the Regional Streetlight Program, 10 have completed the acquisition process and have commenced with Siemens O&M services. The City of Menifee is the remaining jurisdiction to acquire its streetlights and is anticipated to commence with O&M services in the fourth quarter of 2019.

This process has ultimately resulted in different O&M start dates for all jurisdictions. For example, the City of Murrieta became the first jurisdiction to commence with O&M services in September 2018, while the City of Menifee is anticipated to commence with O&M in the fourth quarter of 2019.

It is important to note that O&M services for most jurisdictions in the Program starts before LED retrofit occurs, meaning most of the initial work orders are for the existing High-Pressure Sodium (HPS) and/or Low-Pressure

Sodium (LPS) streetlights. Staff expects an initial increase in work orders due to the existing lamps having shorter life span, were of varying age at acquisition, and are prone to require additional maintenance or replacement due to the lamp technology. As jurisdictions retrofit their streetlights to LED fixtures, staff anticipate a decrease in work orders as LED's have a longer lifespan, operate more efficiently, and were all new at the time of installation.

Siemens has responded to 683 work orders across the region from September 27, 2018, to October 31, 2019. The regional average response time to routine O&M work orders is currently 4.99 work days, which includes responding to lamp burnouts, cycling and flickering lights due to bad ballasts, or day burning streetlights due to photocell malfunction. Additionally, the regional average response time to Extraordinary O&M work is currently 1.84 days, which can include pole knockdowns, tracing power feed issues or securing live wires, and overhead wiring replacement. In emergency responses for pole knockdowns, Siemens responds immediately and returns public safety within an average of 2.56 hours. Additionally, Siemens has responded to a total of 16 pole knockdowns since September 2018.

Currently, staff is reviewing all work orders for each jurisdiction in order to develop a detailed O&M Report. This Report will include metrics for typical response times, most common maintenance issues, and number of routine and extraordinary O&M work orders. Staff will bring a more detailed Report (City-level data) at a later Committee meeting.

Regional Streetlight Retrofit Update

The below table reflects the streetlight retrofit progress or anticipated retrofit start of each jurisdiction in the Program. The three jurisdictions highlighted in green in the table below, the Cities of Eastvale, Murrieta, and Wildomar, have substantially completed the major portion of their streetlight retrofit. These three jurisdictions are currently working with SCE to review any poles missed during the initial SCE true-up and/or sale, as well as identifying any remaining poles for conversion. Moreover, the five jurisdictions highlighted in yellow in the table below, the Cities of Hemet, Lake Elsinore, Moreno Valley, and San Jacinto, and the Jurupa Community Services District, are still undergoing the streetlight retrofit and/or installing pole tags. Once these jurisdictions complete the major portion of streetlight retrofit, they will enter a project closeout phase which includes working with SCE to discuss remaining streetlights for acquisition, as well as identifying any remaining streetlights for retrofit. The remaining three jurisdictions without highlighting, the Cities of Menifee, Perris, and Temecula, are anticipated to start retrofitting streetlights by the end of 2019, and during the first quarter of 2020.

Jurisdiction	Streetlight Count	Progress	Start
Eastvale	4,107	99%	6/4/2019
Murrieta	6,436	99%	2/11/2019
Wildomar	1,405	99%	7/19/2019
Hemet	3,993	90%	8/15/2019
JCSD	1,905	97%	9/30/2019
Lake Elsinore	3,739	38%	10/7/2019
Moreno Valley	11,257	85%	12/18/2018
San Jacinto	1,945	95%	9/19/2019
Menifee	Est. 6,780		Q4 2019
Perris	4,581		Q1 2020
Temecula	7,279		Est. 11/15/2019

Prior Actions:

November 14, 2019: The Public Works Committee received and filed.

November 13, 2019: The Administration & Finance Committee received and filed.

November 4, 2019: The Executive Committee received and filed.

Fiscal Impact:

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

Attachment:

None.

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