Western Riverside Council of Governments
Executive Committee

REVISED AGENDA

Monday, December 4, 2017
2:00 p.m.

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

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

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

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

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENTS

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

4. CONSENT CALENDAR

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

Action items:

A. Summary Minutes from the November 6, 2017, Executive Committee Meeting are Available for Consideration **P. 1**

Requested Action: *1. Approve the Summary Minutes from the November 6, 2017, Executive Committee meeting.*

B. Grant Writing Assistance Program ***Christopher Tzeng*** **P. 9**

Requested Action: *1. Approve an increase in funding of up to $500,000 for the Grant Writing Assistance Program to assist member jurisdictions.*

C. Western Riverside Energy Partnership Activities Update ***Tyler Masters*** **P. 57**

Requested Action: *1. Direct the Executive Director to execute the Seventh Contract Amendment with Southern California Edison to jointly deliver the 2010-2012 Energy Leader Partnership Program, including the continuation of the Western Riverside Energy Leader Partnership, through year 2018, substantially as to form.*

D. Regional Streetlight Program Activities Update: Adoption of WRCOG Resolution 47-17; A Resolution of the Executive Committee of the Western Riverside Council of Governments making findings that the maintenance and repair program for the streetlights is exempt from the California Environmental Quality Act, approving the maintenance and repair program, and authorizing the execution of certain agreements in furtherance of the Program ***Tyler Masters*** **P. 71**

Requested Actions: *1. Adopt WRCOG Resolution Number 47-17; A Resolution of the Executive Committee of the Western Riverside Council of Governments making findings that the maintenance and repair program for the streetlights is exempt from the California Environmental Quality Act, approving the maintenance and repair program, and authorizing the execution of certain agreements in furtherance of the Program.*

2. Direct staff to file a Notice of Exemption with the Riverside County Clerk within five working days of approval of this proposed project.

E. Local Match for Riverside Food Systems Model Study ***Andrea Howard*** **P. 83**

Requested Action: *1. Support the Administration & Finance recommendation to allocate $40,000, to be paid in $10,000 installments over four years, towards the Riverside Food Systems Model Study.*

Information items:

F. Finance Department Activities Update Including Agency Audit and Upcoming Annual TUMF Compliance Review by Agencies ***Ernie Reyna*** **P. 89**

Requested Action: *1. Receive and file.*

G. Environmental Department Activities Update ***Dolores Badillo*** **P. 95**

Requested Action: *1. Receive and file.*

H. Western Community Energy Activities Update ***Barbara Spoonhour*** **P. 99**

Requested Action: *1. Receive and file.*

I. WRCOG Committees and Agency Activities Update ***Rick Bishop*** **P. 101**

Requested Action: *1. Receive and file.*

J. BEYOND Framework Fund Program Activities Update ***Andrea Howard*** **P. 113**

Requested Action: *1. Receive and file.*

K. Clean Cities Coalition Activities Update ***Christopher Gray*** **P. 135**

Requested Action: *1. Receive and file.*

5. REPORTS / DISCUSSION

A. PACE Programs Activities Update and PACE Program Public Hearing ***Casey Dailey, WRCOG*** **P. 139**

Requested Actions:
1. Receive WRCOG PACE Program Summary.
2. Conduct a Public Hearing regarding the inclusion of the City of Petaluma for purposes of considering the modification of the Program Report for the California HERO Program to increase the Program Area to include such additional jurisdictions and to hear all interested persons that may appear to support or object to, or inquire about the Program.
3. Adopt WRCOG Resolution Number 46-17; A Resolution of the Executive Committee of the Western Riverside Council of Governments confirming modification of the California HERO Program Report so as to expand the Program area within which contractual assessments may be offered.
4. Authorize the Executive Director to continue utilizing Baker Tilly to conduct future operational analyses / audits of its residential PACE Programs.
5. Authorize the Executive Director to execute a Professional Service Contract with Baker Tilly for operational analysis / audit of Renovate America, in an amount not to exceed $140,000 for the Fiscal Year 2016/2017.

B. Presentation by the Riverside County Superintendent of Schools ***Dr. Judy White, Riverside County Office of Education*** **P. 241**

Requested Action: *1. Receive and file.*

C. Report from the League of California Cities — ***Erin Sasse, League of California Cities*** — **P. 257**

Requested Action: *1. Receive and file.*

D. Transportation Program Activities Update — ***Christopher Gray, WRCOG*** — **P. 259**

Requested Actions:
1. Approve the proposed updates to the TUMF Administrative Plan.
2. Approve the updated TUMF Calculation Handbook.
3. Approve the updated TUMF Improvement and Credit Agreement template.
4. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Moreno Valley for the Planning and Engineering Phases of the Heacock Street Widening Project in an amount not to exceed $611,000.
5. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Moreno Valley for the Right-of-Way Phase of the Heacock Street Widening Project in an amount not to exceed $311,000.

E. Presentation on IEGO: Investing in Inclusive Growth and Opportunity in the Inland Region of Riverside and San Bernardino Counties — **Jennifer Ward, WRCOG** — **P. 611**

Requested Action: *1. Receive and file.*

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

7. REPORT FROM COMMITTEE REPRESENTATIVES

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

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

9. ITEMS FOR FUTURE AGENDAS — *Members*

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

10. GENERAL ANNOUNCEMENTS — *Members*

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

11. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO SECTION 54956.9(d)(1)

- **Case Number RIC 1712042**

12. NEXT MEETING: **The next Executive Committee meeting is scheduled for Monday, January 8, 2018, at 2:00 p.m., at the County of Riverside Administrative Center, 1st Floor Board Chambers.**

13. ADJOURNMENT

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Western Riverside Council of Governments

Regular Meeting

~ Minutes ~

Monday, November 6, 2017 **2:00 PM** **County Administrative Center**

1. CALL TO ORDER

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

Chairwoman Franklin welcomed alternate Committee members from the Cities of Calimesa, Jurupa Valley and Riverside.

Attendee Name	Member	Status	Arrived / Departed
City of Banning	Debbie Franklin	Present	1:58 PM
City of Beaumont	Lloyd White	Present	1:58 PM
City of Calimesa	Jim Hyatt	Present	1:56 PM
City of Canyon Lake	Jordan Ehrenkranz	Present	2:05 PM
City of Corona	Eugene Montanez	Present	1:58 PM
City of Eastvale	Adam Rush	Present	1:58 PM
City of Hemet	Bonnie Wright	Present	1:58 PM
City of Jurupa Valley	Micheal Goodland	Present	1:58 PM
City of Lake Elsinore	Brian Tisdale	Present	1:56 PM
City of Menifee	John Denver	Present	1:58 PM
City of Moreno Valley	Victoria Baca	Present	2:09 PM
City of Murrieta	Kelly Seyarto	Present	1:58 PM
City of Norco	Kevin Bash	Present	1:58 PM
City of Perris	Rita Rogers	Present	1:58 PM
City of Riverside	Chris MacArthur	Present	1:58 PM
City of San Jacinto	Crystal Ruiz	Present	1:58 PM
City of Temecula	Mike Naggar	Present	1:58 PM
City of Wildomar	Ben Benoit	Present	1:58 PM
District 1		Absent	
District 2		Absent	
District 3	Chuck Washington	Present	1:58 PM
District 5	Marion Ashley	Present	2:01 PM / 2:23 PM
EMWD		Absent	
WMWD	Brenda Dennstedt	Present	1:58 PM
Morongo	Charles Martin	Present	1:58 PM
Office of Education	Judy White	Present	1:57 PM
TAC Chair	Alex Diaz	Present	1:57 PM
Executive Director		Absent	

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

2. PLEDGE OF ALLEGIANCE

Committee member Eugene Montanez led members and guests in the Pledge of Allegiance.

3. PUBLIC COMMENTS

There were no public comments.

4. CONSENT CALENDAR

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

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

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

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

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

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

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

D. General Assembly and Executive Committee Meeting Schedule for 2018

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

E. Transportation Department Activities Update

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

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

Action: *1. Received and filed.*

G. Environmental Department Activities Update

Action: *1. Received and filed.*

H. Western Riverside Energy Partnership Activities Update

Action: *1. Received and filed.*

I. Western Community Energy Activities Update

Action: *1. Received and filed.*

J. SANDAG Borders Committee Activities Update

Action: *1. Received and filed.*

K. Single Signature Authority Report

Action: *1. Received and filed.*

L. Regional Streetlight Program Activities Update

Action: *1. Received and filed.*

M. Visioning Session Summary

Action: *1. Received and filed.*

N. WRCOG Committees and Agency Activities Update

Action: *1. Received and filed.*

O. Local Input Process for Southern California Association of Governments (SCAG) Planning Documents

Action: *1. Received and filed.*

P. Grant Writing Assistance Program

Action: *1. Received and filed.*

5. REPORTS / DISCUSSION

A. PACE Programs Activities Update

Casey Dailey, WRCOG Director of Energy and Environmental Programs, reported that there are 371 jurisdictions statewide participating in WRCOG's PACE Programs. As of October 2017, nearly 80,000 projects have been completed collectively, totaling over $1.668 billion in financed

improvements. Solar and heating and air conditioning systems are the most dominant types of projects.

A property tax assessment delinquency occurs when a property owner fails to make a timely property tax payment in full; partial payments are not accepted. Therefore, it is impossible to determine if a late payment is attributed to the PACE assessment, or any other factor. For Fiscal Year 2016/2017, of the 38,367 residential parcels with PACE assessments, 237 parcels are currently delinquent. The total delinquency rate for properties with PACE financing totaled 0.58%, or $697,431.96, compared to Riverside County's general property tax delinquency rate of 1.349%, with 0.67% for Western Riverside County specifically.

In 2015, this Committee adopted a Delinquency Policy in which this Committee would review, on an annual basis, the number and amount of delinquencies and determine the assignment of collection rights, or instruct legal counsel to begin the judicial foreclosure process. There has been a consistent desire to avoid judicial foreclosure, and over the past three years, collection rights have been sold to Renovate America. This year, however, Renovate America will not purchase the collection rights. WRCOG is working with a third party for the purchase of those collection rights.

For Fiscal Year 2016/2017, there were 33 commercial parcels were placed on the tax roll. The delinquency rate for commercial parcels is 0.88%. One parcel is delinquent. SAMAS Commercial has agreed to advance the funds for this parcel, thereby avoiding judicial foreclosure.

Committee member Chuck Washington asked who the third party is.

Mr. Dailey responded that WRCOG is currently in negotiations with that entity.

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

Actions:

1. *Received WRCOG PACE Summary.*
2. *Accepted the City of Petaluma as an Associate Member of the Western Riverside Council of Governments.*
3. *Adopted WRCOG Resolution Number 45-17; A Resolution of the Executive Committee of the Western Riverside Council of Governments declaring its intention to modify the California HERO Program Report so as to increase the Program area within which contractual assessments may be offered and setting a public hearing thereon.*
4. *Directed WRCOG to defer the judicial foreclosure proceeding and to direct the Executive Director to execute a purchase and sale agreement for WRCGO's collection rights to a third party for 237 delinquent residential parcels totaling $697,431.96 and to SAMAS Capital for one commercial parcel for $7,548.20.*

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

B. Presentation by the Morongo Band of Mission Indians

Tribal Chairman Robert Martin reported that the Morongo Indian Reservation consists of approximately 1,100 members, 37,000 acres, and 1,200 Reservation residents; it is the third largest reservation in California.

The Reservation operates much like a city, consisting of Public Safety, a Fire Department, Public Works, an accredited preparatory school, Environmental Protection, Realty, and Healthcare Departments.

Business enterprises include a credit union and restaurants, such as In-N-Out, Hadley, Starbucks, Ruby's Diner, Panda Express, and Taco Bell.

The Morongo Fire Department has spent nearly 2,000 hours assisting in battling fires across the state. Community outreach includes full Thanksgiving meals each year, and a partnership with the Boys & Girls Club.

A Jersey Mike's Subs and Chipotle will soon be built on the Reservation, as well as a Riverside University Health System campus.

Alex Diaz, WRCOG Technical Advisory Committee Chairman, and City of Banning Police Chief, indicated that every year the City of Banning holds a holiday "Shop with a Cop" program, and Morongo has been a very willing participant over the last few years.

Committee member Marion Ashley indicated that Morongo have been a very generous partner in the community.

Chairwoman Franklin indicated that Morongo has been a good neighbor.

Action: *1. Received and filed.*

C. Report from the League of California Cities

Erin Sasse, League of California Cities, was unable to attend the meeting. Chairwoman Franklin announced that the next Division meeting will be held in the City of Norco on November 13, 2017. Committee member Kevin Bash indicated that the meeting will be held at the Hidden Valley Golf Course.

Action: *1. Received and filed.*

D. Public Service Fellowship Activities Update

Cynthia Mejia, WRCOG Staff Analyst, reported that Round I of the Fellowship Program matched 13 Fellows with member jurisdictions. All 13 Fellows are gainfully now employed, eight of which have been hired in the public sector throughout Riverside County.

Based on the success of Round I, a second Round launched and includes 19 Fellows. The Fellows work on a wide range of projects, ranging from policy analysis, legislative research, event coordination, and project management. Specific projects include General Plan updates, grant writing, and budget research to name a few.

WRCOG staff hold monthly networking sessions for the Fellows. These sessions include guest speakers such as City Managers, representatives from the League of California Cities, and Police and Fire Chiefs. Recently, the Fellows participated in a bus tour of the region to learn a visual sense of some of the challenges facing local jurisdictions. Staff also hold one-on-one meetings with the Fellows to ensure the match is a good one. Staff will also be meeting with their supervisors in the near future to obtain further feedback on the Program.

Staff have presented this item to both the Administration & Finance and Technical Advisory Committees, and discussed the potential of spreading out Round II funding over two consecutive years in which a member jurisdiction would receive a Fellow during one of those two years. This would potentially alleviate any pressures a jurisdiction would have to hire a Fellow each year.

Committee members expressed their pleasure of the Fellows and support of this Program.

Alex Diaz, WRCOG Technical Advisory Committee (TAC) Chairman, indicated that the TAC overwhelmingly supports this Program. The Fellows are beyond prepared.

Actions:

1. *Allocated $300,000 from Agency carryover funds for the remainder of the Public Service Fellowship, Round II.* [WJ1][LJ2]
2. *Allocated $400,000 from Agency carryover funds for the continuation of the Public Service Fellowship, with Round III commencing in January 2018.*

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

6. REPORT FROM THE TECHNICAL ADVISORY COMMITTEE CHAIR

Alex Diaz, Technical Advisory Committee (TAC) Chairman, reported that at its October meeting, the TAC discussed the Fellowship Program presented here today. Other presentations included the Santa Ana Municipal Separate Storm Sewer System Permit Compliance, Regional Housing Needs Assessment, Western Communities Energy, the Regional Streetlights Program, and a Visioning Session Summary.

7. REPORT FROM COMMITTEE REPRESENTATIVES

Debbie Franklin, Southern California Association of Governments' (SCAG) Community, Economic & Human Development Committee representative, reported that SCAG is launching its next Regional Transportation Plan / Sustainable Communities Strategy and Regional Housing Needs Assessment, and will be engaging with local jurisdictions to establish an accurate picture of existing conditions, to include anticipated population, household, employment growth, and local transit support of measures in the region. SCAG will be sending a core data package for local review to City Managers and Planning Directors.

Ben Benoit, South Coast Air Quality Management District (AQMD) representative for cities in Riverside County, reported that AQMD recently passed a Refiners / Odor Rule for facilities that melt down animal carcass. AQMD has significantly reduced its permit backlog from having between 7,000 and 8,000 permits in the system down to just under 5,000; the normal amount in the system should be approximately 3,500.

Jordan Ehrenkranz, SCAG Energy and Environment Committee representative, reported that Dr. Hall, Director of Climate Science at the University of California, Los Angeles, presented on adapting to climate change with the prediction of 30 to 40 years out.

8. REPORT FROM THE EXECUTIVE DIRECTOR

Rick Bishop, WRCOG Executive Director, was unable to attend the meeting. Barbara Spoonhour, WRCOG Director of Community Choice Aggregation, reported that the 4th Annual Holiday LED Light Exchange begins next month. Events will be held in the Cities of Hemet, Jurupa Valley, Lake Elsinore, Menifee, and Moreno Valley. Jurisdictional residents who are customers of Southern California Edison and the Southern California Gas Company can bring in old strands of working lights, and receive new, energy efficient strands for free.

Additionally, WRCOG will be operating out of its new office beginning on December 19, 2017.

9. ITEMS FOR FUTURE AGENDAS

There were no items for future agendas.

10. GENERAL ANNOUNCEMENTS

There were no general announcements.

11. NEXT MEETING

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

12. ADJOURNMENT

The meeting adjourned at 2:40 p.m.

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Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **Grant Writing Assistance Program**

Contact: **Christopher Tzeng, Program Manager, tzeng@wrcog.us, (951) 955-8379**

Date: **December 4, 2017**

The purpose of this item is to *request the Executive Committee approve up to an additional $500,000 in funding for WRCOG's Grant Writing Assistance Program. Also included is an update on the Program, which provides direct assistance to member jurisdictions.*

Requested Action:

1. Approve an increase in funding of up to $500,000 for the Grant Writing Assistance Program to assist member jurisdictions.

WRCOG commenced the Grant Writing Assistance Program to assist its member jurisdictions in grant writing. This Program assists member jurisdictions on an as-needed basis as funding is available. The Program Guidelines were approved by the Executive Committee in September 2017, and WRCOG already received a number of requests to assist member jurisdictions with grant opportunities allowed in the Program. Based on the volume of requests, WRCOG is requesting to expand the Program to enable more assistance to member jurisdictions.

Request to Expand Grant Writing Assistance Program

On October 12, 2017, WRCOG held a Joint Committee Visioning Session to review the Agency's recent accomplishments and activities, identify potential new initiatives, and establish a process for evaluating those potential new initiatives, and determining how they would fit with the Agency overall. There were several comments on the benefits the Grant Writing Assistance Program provides. In order to foster a discussion with Committee members regarding follow up initiatives from the Visioning Session, WRCOG presented new initiatives for consideration to the Administration & Finance Committee on November 8, 2017.

One of the initiatives presented was an expanded Grant Writing Assistance Program. The expansion would provide additional funding for the current Program round, enabling WRCOG to offer assistance with eligible grants to more members, and could allow WRCOG to expand the list of grant types eligible for assistance. Based on the volume of grant assistance requested and discussions with jurisdiction staff, WRCOG staff requested to expand funding for the Program. The Administration & Finance Committee supported the staff recommendation that the Executive Committee consider approving an additional $500,000 of funding to expand the Program.

Grant Writing Assistance Program Overview

WRCOG secured a bench of consultants to help jurisdictions prepare grant applications in five program areas (Active Transportation; Caltrans Sustainable Transportation and Adaptation Planning; Affordable Housing and Sustainable Communities; electric vehicle and alternative fuel readiness or funding related to Clean Cities activities; and any new planning grant opportunities). The Program aims to strengthen the region's overall

competitiveness for statewide funding and to provide needed supplemental support to jurisdictions prevented from seeking grant funds due to limited capacity and/or resources. WRCOG allocated $200,000 toward this initial phase of the pilot Program. Assistance is provided on a first-come, first-served basis. Please refer to the Guidelines for more information on Program logistics, provided as Attachment 1, and available online at http://www.wrcog.us/266/Grant-Writing-Assistance.

Steps to Request Assistance: To receive assistance, member agencies must submit an Application (Attachment 2). In order to ensure funds for this Program are utilized effectively and efficiently, the Application is meant to provide information on how the project will generate a competitive application. The Application is also to ensure the member agency reviews the minimum expectations for agency staff, as the consultant will need a small amount of assistance in getting the application commenced. Once the Application is submitted to WRCOG, it will be reviewed within seven calendar days and WRCOG staff will determine whether the request meets the Guidelines. If met, WRCOG will work with the applicant to select a proper consultant from the bench.

Recognizing grants eligible for assistance have varying grant cycles, while the Program operates on a "first-come-first-served" basis, WRCOG also welcomes member agencies to submit a Notice of Interest (Attachment 3). The Notice of Interest, not required but strongly recommended, will make WRCOG staff aware of the jurisdiction's intention to submit an Application when or before the grant opens and will help WRCOG better ensure that interested jurisdictions receive assistance with at least one application.

Grant Opportunities Summary Table

In addition to the grant writing assistance, WRCOG provides regular updates on various grant opportunities that may be of interest to jurisdictions with the goal of returning as much grant funding to member agencies as possible. In the Grant Opportunities Summary Table (Attachment 4), there are two tables: Table 1 provides possible grant opportunities that WRCOG may be able to assist member agencies with grant writing; and Table 2 provides additional opportunities for agencies that cannot be facilitated by WRCOG, but might be of interest. The grant opportunities also have a "Level of Difficulty" to provide an indication of the level of support needed to develop applications. Lastly, "Success Rates" have been included to provide the number of applications awarded in relation to the number of applications submitted.

Assistance Provided To-Date

In October 2017, the Program began assisting the Cities of Banning and Lake Elsinore on grant applications. The City of Banning is seeking funds for its Clean Natural Gas fuel facility expansion. The City of Lake Elsinore is seeking funds for a city-wide Active Transportation Plan, to go along with its planned Go Human Demonstration Project it will be conducting through SCAG in the spring of 2018.

The Cities of Hemet, Jurupa Valley, and Norco submitted an interest form for grant opportunities that are still pending. The City of Hemet is interested in grant opportunities that will enhance its Mobility Hub – specifically infrastructure and housing funds to enhance the area around the planned Mobility Hub. The City of Jurupa Valley is interested in a planning or environmental report grant opportunity to conduct a study that looks into truck restrictions along a corridor in that city. The City of Norco is interested in active transportation opportunities to enhance its trails system. WRCOG will provide updates, as appropriate, of ongoing grant assistance to WRCOG member jurisdictions. Attachment 5 lists grants submitted with assistance from this Program and pending assistance.

Prior Action:

November 8, 2017: The Administration & Finance Committee recommended funding an additional $500,000 to the Grant Writing Assistance Program.

Fiscal Impact:

The allocation of funding for the Grant Writing Assistance will come from Project Funds and will be transferred to the Transportation Department as needed.

Attachments:

1. Grant Writing Assistance Program Guidelines.
2. Grant Writing Assistance Application.
3. Grant Writing Assistance Interest Form.
4. Grant Opportunities Summary Table – 11/10/17.
5. Assistance Summary Tables.

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Item 4.B

Grant Writing Assistance Program

Attachment 1

Grant Writing Assistance Program Guidelines

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WRCOG Grant Writing Assistance Program Guidelines

Program Overview: The WRCOG Grant Writing Assistance Program (Program), launched in September 2017, is designed to assist members in preparing proposals for grant opportunities. WRCOG allocated funding for an initial pilot of the Grant Writing Assistance Program for its members. To provide a Program that best assists WRCOG members, WRCOG staff convened a Focus Group of member agency staff to provide feedback on Program specifics and develop Program Guidelines, which were approved by the WRCOG Executive Committee on September 11, 2017.

Grant Writing Consultants: WRCOG released a Request for Proposals (RFP) in March 2017 for consultants to serve on a "bench" to provide grant writing assistance to WRCOG member agencies. The bench of consultants is available to members on a first-come, first-served basis when funding opportunities for the selected grants become available. The consultants will assist members with the grant application process only, not with subsequent award management or project implementation. The following consultants were selected to assist our member agencies with grant preparation:

- Alta Planning + Design
- Blais & Associates
- KTUA
- National Community Renaissance
- WSP

Program Contact:
Christopher Tzeng
Program Manager, Transportation
Phone: (951) 955-8379
Email: ctzeng@wrcog.us
Website: http://www.wrcog.us/266/Grant-Writing-Assistance

Program Guidelines: The Guidelines define the parameters of the Program, including the following items:

1. Eligible grants;
2. Expectation of member agencies accepting assistance;
3. Linkage to other WRCOG programs;
4. Screening process; and
5. Process to request grant writing assistance.

#1 - Eligible grants: For this pilot, the Program focuses on a few select grant opportunities. Eligible grants are as follows:

- Active Transportation Program
- Caltrans Sustainable Transportation Planning Grant Program (Transportation Planning Grants & Adaptation Planning Grants)
- Affordable Housing and Sustainable Communities Program
- Clean Cities related grants
- New planning grant opportunities

To maintain flexibility with the Program, "new planning grant opportunities" are included so that other grant opportunities related to planning may be considered. This category enables members to request assistance if any grant opportunities that focus on planning grants become available – such as those that help fund General Plans, Specific Plans, or Community Plans.

*Ineligible Grants: The Program is **not** intended to assist infrastructure grant opportunities, i.e., TIGER, HSIP, FASTLANE, etc.*

Assistance with Clean Cities grants is available for WRCOG Clean Cities Coalition members only. Assistance is available for grant opportunities related to Clean Cities activities, such as electric vehicle charging stations and city / county fleet purchasing. Funding for assistance with these grants will be allocated from Coalition funds. WRCOG administers the Coalition on behalf of participating member agencies which pay specific Coalition dues. This Program can increase the Coalition's effectiveness by assisting Coalition members attain grant funding.

#2 - Expectation of member agency accepting assistance: WRCOG member agencies must submit a formal request using the Application for Grant Writing Assistance form to WRCOG. WRCOG will only authorize a consultant to provide assistance if a WRCOG member agency submits an Application to WRCOG for the eligible grant opportunities listed above.

In order for the Program to run effectively and utilize funds efficiently, the member agency accepting grant writing assistance must agree to the following:

- Define project parameters and provide consultant a basic project description
- Dedicate sufficient resources:
  - Obtain all necessary material on the information checklist provided by the consultant
  - Attend kick-off meeting to ensure consultant has needed information to prepare grant application
  - Respond to inquiries from the consultant in a timely manner
- Be the responsible party for grant submittal, including signatory on application and actual submittal of the application

It is expected that once the member agency is awarded the assistance for a grant application, and the consultant is selected to assist, all parties will participate in a kick-off meeting to discuss the proposal and share necessary information to begin work on the grant application. The consultant will prepare the grant application and all necessary exhibits, tables, etc., for review by the member agency staff. The member agency will then provide comments to be addressed by the consultant, and the consultant will then revise the application based on comments provided. Finally, the consultant will provide the member agency staff with a final draft for review and submittal.

#3 - Linkage to other WRCOG programs: To qualify for assistance through the Program, projects must meet the following specific criteria. First, grant proposals receiving assistance must show a nexus to the core components of WRCOG's Economic Development and Sustainability Framework (Framework). The Economic Development and Sustainability Framework is a foundational document for planning in Western Riverside County consisting of six core components adopted by the Executive Committee. In addition, grant proposals must also demonstrate a nexus to a regionally significant plan, such as WRCOG's Subregional Climate Action Plan, the Western Riverside County Active Transportation Plan, and/or the RCTC Long-Range Plan. Lastly, a grant proposal is preferred to be multi-jurisdictional, but is not mandatory – this is to align with many grant opportunities that favor larger, regional projects.

#4 - Process to request grant writing assistance:

1. Member agency submits an Application, formally requesting grant writing assistance with a specific grant. WRCOG will leave it to the discretion of the member agency how this request is made, whether it is through the elected body, WRCOG representative, or other party to act on behalf of the City. WRCOG will assume that if it receives a request for assistance from a member agency representative, that representative is authorized to act on behalf of the member agency.
    a. WRCOG prepared a Grant Writing Assistance Interest Form (Interest Form), to enable jurisdictions to indicate potential interest in receiving support for a specified grant funding category/categories, tentatively reserving a place in line for grant writing assistance. This is in lieu of the varying time tables for each grant opportunity and the first-come first-served nature of the assistance.
    b. An Interest Form is not required, but recommended for those wishing to apply for assistance with grant opportunities which become available later in the Program cycle.
2. WRCOG staff will review the applications within seven calendar days and determine whether the request meets the guidelines, as noted below.
3. If the Application meets the criteria set in these Guidelines, WRCOG will work with the applicant to select a proper consultant from the list of pre-approved consultants.
4. Kick-off meeting will be held with agency and consultant.

#5 - Screening process: In order to ensure funds for the Program are utilized effectively and efficiently, an Application must be submitted to WRCOG for review. Upon receipt the Application will be reviewed to ensure Program criteria, as outlined above, are met, demonstrating a nexus to the Framework as well as a regionally significant plan, and the project will generate a competitive application, as assessed by such factors as being multi-jurisdictional. WRCOG and consultants will also confirm, based on timing of Application receipt, whether there is sufficient time to develop a competitive grant application.

The criteria set in these Guidelines, serve as basic standards for proposals to be evaluated. The selection of proposals for grant writing assistance will be at the discretion of WRCOG based on available funding, and WRCOG reserves the right to decide which proposals receive grant writing assistance.

Tentatively, no member will receive assistance on more than two grants. This is a soft limit as it will be based on the number of applications received.

Nothing in this Program will be construed as limiting member agencies from hiring other consultants to prepare grants on their behalf.

Item 4.B

Grant Writing Assistance Program

Attachment 2

Grant Writing Assistance Application

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WRCOG Grant Writing Assistance Application

WRCOG Member Agency: _____

Agency staff contact information (consultant will contact this person to coordinate application)

Name: _____

Phone: _____

Email: _____

Grant program applying for (check one box per Application):

- ☐ Active Transportation Program
- ☐ Caltrans Sustainable Transportation Planning Grant Program
- ☐ Affordable Housing and Sustainable Communities Program
- ☐ Clean Cities related (electric vehicle, alternative fuels, etc.)
- ☐ New planning grant opportunities

Total amount requesting from Grant Program: _____

Brief project description (200 words max):

Is the proposed project multi-jurisdictional? ☐ Yes ☐ No

To be eligible for assistance, applicants must be able to help the consultant gather basic information for the application. Please check the boxes below to confirm applicant agency's ability to fulfill some of the potential requirements:

- ☐ Participate in a kick-off meeting. To include defining project parameters and providing consultant with a basic project description.
- ☐ Obtain all necessary material on the information checklist to be provided by the consultant. For example: provide internal data and information as required by the grant application.
- ☐ Respond to inquiries from the consultant in a timely manner.
- ☐ Be responsible for grant submittal, including application signature and physical submittal.

Please return completed Application as soon as possible to ctzeng@wrcog.us. WRCOG and Consultants will use discretion to determine if there is sufficient time to prepare a competitive grant application, based on when the Application is received.

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Item 4.B

Grant Writing Assistance Program

Attachment 3

Grant Writing Assistance Interest Form

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Grant Writing Assistance Program Interest Form

Return this form to ctzeng@wrcog.us or complete an **online form** as soon as possible.

- The funds available to support this pilot round of the Grant Writing Assistance Program (Program) will be distributed on a first-come first-served basis.
- The grants eligible for assistance have varying timetables throughout the year.
- To ensure equitable distribution of assistance, complete the below table to indicate potential interest in receiving support for a specified grant funding category/categories, tentatively reserving your agency's place in line for grant writing assistance.
- In the table below, please check up to two grant areas your agency might be interested in applying for assistance through the Program. If selecting two, please rank your order of preference for assistance by checking the appropriate box.
- WRCOG staff will use the form to assign the most equitable distribution of resources possible.
- Please note: Not submitting this form will NOT preclude your agency from requesting grant writing assistance later. And, submitting the form will NOT guarantee assistance.
- A Grant Writing Assistance Application (Application) will be required, with as much advance notice of the due date as possible. Consultants will use discretion to determine if there is sufficient time to prepare a competitive grant application, based on when the Application is received.
- For more information, please refer to the Program Guidelines.

Agency:	
Contact Name:	
Contact email:	
Contact Phone:	

Grant Writing Assistance Interest			
Grant Area	**Due Date**	**First Priority**	**Second Priority**
Caltrans: Sustainable Transportation Planning Grant and Adaptation Planning Grant	Due October 20, 2017	☐	☐
Active Transportation Program – California Transportation Commission	NOFA expected Spring 2018	☐	☐
Affordable Housing Sustainable Communities	NOFA expected October 2, 2017	☐	☐
Clean Cities Related Grants	Varying	☐	☐
New Planning Grant Opportunities	Varying	☐	☐

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Item 4.B

Grant Writing Assistance Program

Attachment 4

Grant Opportunities Summary Table

11/10/17

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Blais & Associates
professional grant management

Western Riverside Council of Governments
Grant Opportunities and Forecast
November 10, 2017
(New is noted for grants added in the past 14 days)

WRCOG
Western Riverside Council of Governments

The grant opportunities beginning on the next page are part of WRCOG's emphasis to return as much grant funding to member agencies as possible. To that end, WRCOG may be able to assist member agencies with grant writing for the grant programs listed in Table 1. Please also see Table 2 for additional opportunities for your agency that cannot be facilitated by WRCOG, but might be of interest.

To help clarify the level of effort needed to develop the proposals, we have created a key for ready reference.*

Key: Level of Difficulty (LOD)	
Simple	A simple level of difficulty indicates an application that may take 8 hours or less to develop, and can likely be accomplished "in-house" with minimal effort/allocation of internal resources.
Medium	A medium level of difficulty indicates an application process that will take a more substantial allocation of internal resources to accomplish, and might possibly require outside assistance (20-70 hours to develop application).
Complex	A complex level of difficulty indicates a VERY competitive opportunity, with a small success rate and intensive grant-development and positioning.

Additionally, we have included the "Success Rates" for each opportunity (if known). This statistic is indicated in **blue** in the "Notes" column, and provides the number of applications awarded in relation to the number of applications submitted (if known).*

*These keys are not listed for "On the Horizon/NOFAs Not Released" section of Table 2.

Please contact Chris Tzeng, WRCOG Program Manager, at (951) 955-8379 for more information about grant writing assistance.

TABLE 1 **Grant opportunities that ***may*** be eligible for WRCOG-assisted grant writing**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Notes**
The grants that might be eligible for WRCOG grant-writing assistance are:							
1	Possibly June 2018 Transportation Improvements	**Active Transportation Program.** To increase the proportion of trips accomplished by biking and walking, and provide a broad spectrum of projects to benefit many types of active transportation users. Eligible Project Types in the Last Round (subject to change): • Community-wide bicycle, pedestrian, Safe Routes to School, or active transportation plans in disadvantaged communities. • Bikeways and walkways that improve mobility, access, or safety for non-motorized users. • Improvements to existing bikeways and walkways. • Elimination of hazardous conditions on existing bikeways and walkways. • Installation of traffic control devices to improve the safety of pedestrians and bicyclists. • Safe Routes to School projects that improve the safety of children walking and bicycling to school. • Secure bicycle parking at employment centers, park and ride lots, rail and transit stations, and ferry docks and landings for the benefit of the public. • Recreational trails and trailheads, park projects that facilitate trail linkages or connectivity to non-motorized corridors, and conversion of abandoned railroad corridors to trails.	California Transportation Commission	State	$240 million	Not required.	http://www.catc.ca.gov/programs/ATP.htm **Success Rate:** 11% 456 applications received; 50 applications funded at State level. **LOD: Medium**

TABLE 1 **Grant opportunities that ***may*** be eligible for WRCOG-assisted grant writing**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Notes**
2A	Spring 2018 Planning	**SB 1 Sustainable Transportation Planning Grant Program.** To develop **local plans** that encourage sustainable infrastructure improvements to reduce GHG, Vehicle Miles Traveled, and increase safety, and/or provide access to Public Transit. Expected Eligible Project Types (not limited to these): • Studies, plans or planning mechanisms that advance a community's effort to reduce single occupancy vehicle trips and transportation related GHG through strategies including advancing mode shift, demand management, travel cost, operational efficiency, accessibility, and coordination with future employment and residential land use. • Studies, plans or planning mechanisms that assist transportation agencies in creating sustainable communities and transit oriented development. • Community to school studies or Safe Routes to School plans. • Studies, plans or planning mechanisms that advance a community's effort to address the impacts of climate change and sea level rise. • Studies that promote greater access between affordable housing and job centers. • Context-sensitive streetscapes or town center plans • Complete streets plans. • Active transportation plans, including bicycle, pedestrian and trail master plans. • Bike and pedestrian plans with a safety enhancement focus, including Vision Zero plans. • Traffic calming and safety enhancement plans.	Caltrans	State	Minimum: $50,000 for DAC; $100,000 for All Others Maximum: $1,000,000	11.47%	http://www.dot.ca.gov/hq/tpp/grants.html Partnerships are highly encouraged **Success Rate:** N/A. This is a new program **LOD: Medium**

TABLE 1 **Grant opportunities that ***may*** be eligible for WRCOG-assisted grant writing**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Notes**
2B	Spring 2018 Planning	**SB 1 Adaptation Planning Grant.** For climate change adaptation planning. Example of plans: • Climate vulnerability assessments. • Extreme weather event evacuation planning. • Resilience planning. • Transportation infrastructure adaptation plans. • Natural and green infrastructure planning (e.g. wetlands restoration along transportation corridors to protect transportation infrastructure from flooding and storm impacts). • Integration of transportation adaptation planning considerations into existing plans, such as climate mitigation or adaptation plan, Local Coastal Program (LCP), Local Hazard Mitigation Plan (LHMP), General Plan or other related planning efforts. • Evaluation of or planning for other adaptation strategies, such as: o Providing transit shelters with shade, water, or other means of cooling in locations expected to see temperature increases. o Planning for distributed energy and storage to provide decentralized energy system for safeguarding against loss of power and impacts to electric vehicles due to climate-related grid disruptions.	Caltrans	State	Minimum: $100,000 Maximum: $1 million	11.47%	http://www.dot.ca.gov/hq/tpp/grants.html Partnerships are highly encouraged **Success Rate:** N/A. This is a new program **LOD: Medium**

TABLE 1 **Grant opportunities that *may* be eligible for WRCOG-assisted grant writing**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Notes**
3	1/16/18 Housing	**Affordable Housing and Sustainable Communities.** To fund projects) that result in: the reduction of GHG emissions and vehicle miles traveled (VMT) and increased accessibility of housing, employment centers and key destinations through low-carbon transportation options such as walking, biking and transit. Eligible Capital Projects in Last Round (subject to change): • Affordable Housing Development (loan) (Bricks and Mortar). • Housing-Related Infrastructure (grant) (Required as Condition of Approval). • Sustainable Transportation Infrastructure (grant). • Transit, Bike Lanes, Sidewalks. • Transportation-Related Amenities (grant). • Bike Parking, Repair Kiosks, Urban Greening, Bus Shelters. Eligible Programs (3 Year Grants) in Last Round: • Active Transportation Programs. • Transit Ridership Programs. • Criteria Air Pollutant Reduction Programs. Project areas must include a **Qualifying Transit**, defined as a transit line serving the public that is operated by a public entity, or operated as a grant recipient from a public entity. All Project Areas MUST also include a Transit Station/Stop, which is served by at least one Qualifying Transit line departing 2 or more times during Peak Hours.	Strategic Growth Council	State	Maximum loan or grant or combination for Project Area is $20 million with a minimum award of at least $1 million for TOD Project Areas and at least $500,000 for ICP and RIPA Project Areas. Single Developer - $40 million.	Not required	http://sgc.ca.gov/Grant-Programs/AHSC-Program.html **Success Rate:** 29% 85 full applications received; 25 applications awarded. **LOD: Complex**

TABLE 2 For Information Purposes Only **Grants are not eligible for WRCOG grant writing assistance**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Website**
Grants that are not eligible for WRCOG grant writing assistance.							
1	Ongoing/ Reviewed quarterly Sports	**Baseball Tomorrow Fund.** • Grants are intended to provide funding for incremental programming and facilities for youth baseball and softball programs, not for normal operating expenses or as a substitute for existing funding or fundraising activities. • The funds may be used to finance a new program, expand or improve an existing program, undertake a new collaborative effort, or obtain facilities or equipment necessary for youth baseball or softball programs. • Grants are designed to be flexible to enable applicants to address needs unique to their communities.	Baseball Tomorrow Fund	Private	No maximum. Average award is $40,000	50%	www.baseballtomorrowfund.com **Success Rate:** 10% Approximately 400 applications are received annually; approximately 40 are funded. **LOD: Medium**
2	Deadline has expired but you may submit applications for future consideration GHG Reduction	**Volkswagen California Zero Emission Vehicle (ZEV) Investment Plan.** To support the growth of the Zero Emission Vehicle market; increase the availability of the ZEV infrastructure; increase awareness of ZEVs; and, increase access to ZEVs across California. https://www.arb.ca.gov/msprog/vw_info/vsi/vw-zevinvest/vw-zevinvest.htm	California Air Resource Board/ Electrify America	Private	Not identified.	Not required.	https://www.electrifyamerica.com/our-plan **Success Rate:** Unknown at this time. **LOD: Complex**

TABLE 2 For Information Purposes Only **Grants are not eligible for WRCOG grant writing assistance**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Website**
3	Rolling Deadline Transportation	**Accelerated Innovation Deployment (AID) Demonstration.** To accelerate the use of innovation in highway transportation projects. **NOTE:** Applications accepted on a rolling basis until funding is no longer available. Applicants should apply when the eligible project is ready to authorize within 12 months.	Federal Highway Administration	Federal	$1 million	20%	https://www.fhwa.dot.gov/innovation/grants/ **Success Rate:** Unknown at this time. **LOD: Medium**
4	Opened 09/01/17 Accepted first-come, first-served for one year. Economic Development	**CDBG Economic Development (ED) Over the Counter.** Funding to non-entitlement cities and counties. Projects consist of financial assistance to a single business or a large number of assisted businesses served by common infrastructure. The most common form of an OTC project is a single business with a single project where funds are provided as a loan from the jurisdiction/ grantee to and eligible borrower.	California Housing and Community Development	State	$10 million	Appears not required.	http://www.hcd.ca.gov/grants-funding/nofas.shtml#current **Success Rate:** Unknown at this time. **LOD: Medium**

TABLE 2 For Information Purposes Only **Grants are not eligible for WRCOG grant writing assistance**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Website**
5	10/18/17 Concept Proposal 11/30/17 Full Application Implementation of Neighborhood Level Plans	**Transformative Climate Communities Implementation.** For the implementation of neighborhood-level plans that include multiple, coordinated projects that reduce greenhouse gas emissions and achieve other community benefits. • A minimum of half of the funds shall be allocated in the City of Fresno. - $70 million. • A minimum of one-fourth of the funds shall be allocated in the City of Los Angeles - $35 million. • The remaining funds, $35 million, will be allocated in a third location to be determined competitively among eligible disadvantaged community areas, as identified in Appendix B of the guidelines.	Strategic Growth Council	State	$35 million	50%	http://sgc.ca.gov/Grant-Programs/Transformative-Climate-Communities-Program.html **Success Rate:** N/A. This is a new program. **LOD: Complex**
6	11/22/17 Housing	**Choice Neighborhoods Implementation Grant Program.** To help communities transform neighborhoods by revitalizing severely distressed public and/or assisted housing and catalyzing critical improvements in the neighborhood, including vacant property, housing, businesses, services and schools.	U.S. Housing and Urban Development	Federal	$30 million	5%	Link **Success Rate:** 5 large ($20 million+) grants were awarded. **LOD: Complex**

TABLE 2 For Information Purposes Only **Grants are not eligible for WRCOG grant writing assistance**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Website**
7	11/29/17 School Construction	**Career and Technical Education Facilities Program.** The Career Technical Education Facilities Program (CTEFP) provides funding to qualifying school districts and joint powers authorities (JPA) for the construction of new facilities, modernization or reconfiguration of existing facilities, and equipment to integrate Career Technical Education programs into comprehensive high schools.	CA Department of Education	State	$3 million state match for new construction $1.5 million for modernization	100%	http://www.cde.ca.gov/ls/fa/sf/cagertech.asp **Success Rate:** Unknown at this time. **LOD: Complex**
8	11/30/17 Planning	**Transformative Climate Communities Planning.** To help communities increase their potential to successfully apply for and to implement future Transformative Climate Communities Implementation Grant awards, or other California Climate Investment programs. Examples of eligible projects: • Evaluating, updating, and streamlining various policies and codes currently enforced by the Planning Department and other local departments. • Building capacity both internally, among staff and departments, as well as externally, among stakeholders including the development of collaboratives and partnerships that connect land use development with environmental • Preparing climate action and climate adaptation plans.	Strategic Growth Council	State	$250,000	Not required.	http://sgc.ca.gov/Grant-Programs/Transformative-Climate-Communities-Program.html **Success Rate:** N/A. This is a new program. **LOD: Complex**

TABLE 2 For Information Purposes Only **Grants are not eligible for WRCOG grant writing assistance**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Website**
9	12/13/17 Food Program	**Food Insecurity Nutrition Grant.** To increase the purchase of fruits and vegetables among low-income consumers participating in the Supplemental Nutrition Assistance Program (SNAP) by providing incentives at the point of purchase. There are three categories of projects: • Pilot Projects (FPP) • Multi-year, community-based Projects (FP) • Multi-year, Large-Scale Projects (FLSP) Examples include: innovative strategies working at point of purchase with SNAP authorized retailers, including food stores, market stands, farmers' markets.	U.S. Department of Agriculture	Federal	FPP - $100,000 FP - $500,000 FLSP - $500,00	100%	https://www.fns.usda.gov/snap/FINI-Grant-Program **Success Rate:** Unknown at this time. **LOD: Medium**
10	12/14/17 Waste Tires	***NEW:*** **Waste Tire Enforcement Grant.** For the enforcement of waste tire permitting, hauling, and storage laws. Eligible Costs include: • Conducting and reporting on inspections of waste tire facilities to ensure compliance with current waste tire laws and regulations. • Identifying and issuing Notices of Violation to noncompliant entities. • Referring all illegal and unregistered waste/used tire haulers to CalRecycle. • Conducting program-related outreach and educational efforts with local businesses.	CalRecycle	State	• Between $300,000 to $600,000 based on population	Not required.	http://www.calrecycle.ca.gov/Tires/Grants/Enforcement/FY201718/default.htm **Success Rate:** Success rate was 100 percent. **LOD: Simple**

TABLE 2 For Information Purposes Only **Grants are not eligible for WRCOG grant writing assistance**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Website**
11	12/15/17 Transportation Tax documents are due to CTC 10/27/17	**SB1 Local Partnership Program - Formula.** To reward counties, cities, districts, and regional transportation agencies in which ***voters have approved fees or taxes*** solely dedicated to transportation improvements. Funds may be used for any component of a project, however, projects must commence right-of-way acquisition or construction within 10 years of receiving pre-construction funding through the Local Partnership Program.	California Transportation Commission (CTC)	State	All jurisdictions eligible for a formula-funding share will receive a minimum annual share of $100,000.	1:1	http://catc.ca.gov/programs/SB1.html **Success Rate:** N/A. This is a new program. **LOD: Medium**
12	12/15/17 Job Training	**Environmental Workforce Development and Job Training Grant.** To recruit, train, and place local unemployed and under-employed residents with skills needed to secure full-time employment in the environmental field. In addition to brownfields hazardous waste training, applicants may choose to deliver a variety of environmental training listed in items 1-5. 1. Solid Waste Management or Cleanup training. 2. Superfund site cleanup and innovative and alternative treatment technologies training. 3. Wastewater treatment training. 4. Emergency response training. 5. Enhanced environmental health and safety training.	Environmental Protection Agency	Federal	$200,000	Not required.	https://www.epa.gov/brownfields/announcing-new-request-proposals-fy-2018-environmental-workforce-development-and-job-0 **Success Rate:** Unknown at this time. **LOD: Medium**

TABLE 2 For Information Purposes Only **Grants are not eligible for WRCOG grant writing assistance**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Website**
13	01/12/18 Transportation	**Transit and Intercity Rail Capital Program.** To fund projects that will modernize California's intercity, commuter, and urban rail systems, and bus and ferry transit systems, to significantly reduce emissions of greenhouse gases, vehicle miles traveled, and congestion. Objectives: • Reduce greenhouse gas emissions; • Expand and improve rail service to increase ridership; • Integrate the rail service of the state's various rail operations, including integration with the high-speed rail system; and • Improve safety.	Caltrans	State	No maximum.	Not required.	http://www.dot.ca.gov/drmt/sptircp.html **Success Rate:** 14 projects were funded **LOD: Medium**
14	01/16/18 Housing	**Infill Infrastructure Program.** To provide grants for Capital Improvement Projects, in support of Qualifying Infill Projects as gap funding of infrastructure improvements that are an integral part of or are necessary to facilitate the development of new infill housing for specific residential or mixed-use projects.	CA Housing and Community Development	State	• Qualifying Infill Projects minimum: $500,000 in urban areas and $250,000 in rural areas. • Qualifying Infill Projects maximum: $5 million.	Not stated as required.	http://www.hcd.ca.gov/grants-funding/active-funding/iigp.shtml **Success Rate:** Unknown at this time. **LOD: Medium**

TABLE 2 For Information Purposes Only **Grants are not eligible for WRCOG grant writing assistance**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Website**
15	01/30/18 Transportation	**SB1 Local Partnership Program - Competitive.** To reward counties, cities, districts, and regional transportation agencies in which jurisdictions have ***imposed fees*** solely dedicated to transportation improvements or that have voter-approved taxes/fees dedicated to transportation. NOTE this includes imposed fees, AND voter-approved taxes, tolls, or parcel/property taxes, etc. Eligible projects for both formula and competitive include, but are not limited to: A. Improvements to the state highway system B. Improvements to transit facilities C. The acquisition, retrofit, or rehabilitation of rolling stock, buses, or other transit equipment D. The acquisition of vans, buses, and other equipment necessary for the provision of transit services for seniors and people with disabilities by transit and other local agencies E. Improvements to bicycle or pedestrian safety or mobility with an extended useful life F. Road maintenance and rehabilitation G. Other transportation improvement projects.	California Transportation Commission (CTC)	State	No maximum. For the competitive program, the CTC is seeking to fund very large projects and therefore they set the following **minimum** grant requests based on your population: Category 1: >1.5 million: $5 million Category II: 700,000-1,499,999: $3 million Category III: 300,000-699,999: $2 million Category IV: 100,000-299,999: $1 million Category V: <100,000: No minimum	Projects will require at least a 1:1 match of private, local, federal, or state funds except jurisdictions with a voter approved tax or fee which generates less than $100,000 annually need only provide a match equal to 50% of the requested funds.	http://catc.ca.gov/programs/SB1.html **Success Rate:** N/A. This is a new program. **LOD: Complex**

TABLE 2 For Information Purposes Only **Grants are not eligible for WRCOG grant writing assistance**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Website**
16	01/30/18 Transportation	**Trade Corridor Enhancement Program (CA Freight Investment Program merged with the TCEP).** To fund infrastructure improvements on federally designated Trade Corridors of National and Regional Significance, on the Primary Freight Network, as identified in the California Freight Mobility Plan, and along other corridors that have a high volume of freight movement as determined by the Commission. The following corridors are eligible for funding under this program: • Bay Area (Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma counties). • Central Valley (El Dorado, Fresno, Kern, Kings, Madera, Merced, Placer, Sacramento, San Joaquin, Stanislaus, Sutter, Tulare, and Yolo counties). • Central Coast (Monterey, San Benito, San Luis Obispo, Santa Barbara, and Santa Cruz counties). • Los Angeles/Inland Empire (Los Angeles, Orange, Riverside, San Bernardino, and Ventura counties). • San Diego/Border (Imperial and San Diego counties). • Other.	California Transportation Commission (CTC)	State/ Federal	No maximum.	30%	http://www.catc.ca.gov/activities/sb1/ **Success Rate:** N/A. This is a new program **LOD: Complex**

TABLE 2 For Information Purposes Only **Grants are not eligible for WRCOG grant writing assistance**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Website**

17	02/05/18
	
	Outdoor Recreation
		Land and Water Conservation Fund. To cooperatively acquire and/or develop outstanding properties in perpetuity for outdoor recreation purposes.
		Eligible projects include:
		• Create new parks within a half-mile of underserved communities.
		• Expand existing parks to increase the ratio of park acreage per resident in underserved areas.
		  • Use the Geographical Information Systems (GIS) Tools available at www.parks.ca.gov/SCORP to locate areas that have one of the following conditions:
		  o Neighborhood areas that have no park within a half-mile (use the "Park Access Tool").
		  o Communities or jurisdictions that have a ratio of less than three acres of parkland per 1,000 residents (use the "Park Access Tool" or the "Community Fact Finder".)
		  o Areas with an annual median household income that is less than $49,119.
		• Renovate existing or create new outdoor facilities within existing parks not currently under federal 6(f)(3) protection.
			California State Parks	Federal via State	$3 million	50%	http://www.parks.ca.gov/?page_id=21360
							
							Success Rate:
							17 applications were funded.
							
							LOD: Medium

TABLE 2 For Information Purposes Only **Grants are not eligible for WRCOG grant writing assistance**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Website**
18	First-come, first-served until 03/31/18 Transportation	**MSRC Major Event Center.** To facilitate implementation of new or expanded public transportation programs for event center destinations located in the South Coast Air Quality Management District. Eligible Entities include: Major event center, qualifying transportation provider or a County Transportation Commission. Eligible Projects include: • Applicants may propose a maximum of two consecutive event "seasons". • All bus and shuttle vehicles performing Event Center transportation services under this Program must be equipped with an engine that is certified at - *or cleaner than* – the EPA 2010 emissions standards and certified as such by the California Air Resources Board. All fuels and technologies certified to the 2010 emissions standards are acceptable. • For projects that propose expanded rail service, the MSRC requires that Tier 4 locomotives be used for all events beginning January 1, 2018. Tier 4 locomotives must also be used, if available, prior to January 1, 2018.	Mobile Source Air Pollution Reduction Review Committee	Regional via State	• $2.50 million for any single transportation service provider. • $1,500,000 for any single major event center. • The geographical funding minimum is $350,000 per county. • Reimbursement grant.	50%	http://www.cleantransportationfunding.org/rfp/view/major-event-center-transporation-program **Success Rate:** N/A. This is a new program. **LOD: Complex**

TABLE 2 For Information Purposes Only **Grants are not eligible for WRCOG grant writing assistance**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Website**
19	10/01/18 Housing	**Community-Based Transitional Housing.** To encourage local communities to support housing that provides treatment and reentry programming to individuals who will benefit from those services. • Applicant must have a licensed partner facility operator. • The facility shall provide, or contract with another provider for, two or more additional services to residents. • Applicant may use program funds for the following purposes: o Discretionary law enforcement services o Community outreach efforts • Facility operators may use program funds provided by the applicant for the following purposes: o Providing facility residents with the services specified in the approved application for program funding. o Enhancing the security of the facility and its premises. o Community outreach and communications. o Start-up costs for the operation of the facility.	California Department of Finance	State	$2 million	Not required.	http://www.dof.ca.gov/Programs/Local_Government/Community_Based_Transitional_Housing/ **Success Rate:** N/A. This is a new program **LOD: Medium**

TABLE 2 For Information Purposes Only **Grants are not eligible for WRCOG grant writing assistance**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Website**
On the Horizon/NOFA not yet released.							
1	TBD Emission Reduction	**Volkswagen Settlement Mitigation Trust**. $381 million to California for NOx mitigation. Currently under development	California Air Resource Board	Private	TBD	TBD	https://www.arb.ca.gov/msprog/vw_info/vw-diesel-info/vw-diesel-info.htm
2	Phase 1: October 2017 Phase 2: January 2018 Groundwater Sustainability	**Groundwater Sustainability Plans and Projects.** To encourage sustainable management of groundwater resources. • Category 1: Severely Disadvantaged Communities (SDAC) Projects • Category 2: Groundwater Sustainability Plans o Tier 1: Critically overdrafted basins. • Tier 2: All other high and medium priority basins.	California Department of Water Resources	State	• Category 1: $1 million per project. • Category 2 – Tier 1: $1.5 million per basin. Category 2 – Tier 2: $1 million per basin.	50%	http://www.water.ca.gov/irwm/grants/sgwp/solicitation.cfm
3	Winter 2017/2018 Flood Planning	**Flood Emergency Response Projects Grant Program.** To provide funding for local emergency responders to work with DWR to improve local flood emergency preparedness and response.	California Department of Water Resources	State	TBD	TBD	http://www.water.ca.gov/floodmgmt/funding/flood-ER.cfm
4	Fall 2018 Safety	**Kids Plate.** To support three significant child health and safety issues in California: 1. Unintentional childhood injuries; 2. Child abuse; and 3. Child care licensing and inspection. This year's focus will be on coalition development.	California Department of Public Health	State	TBD	TBD	https://archive.cdph.ca.gov/programs/Pages/KidsPlates.aspx

TABLE 2 For Information Purposes Only **Grants are not eligible for WRCOG grant writing assistance**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Website**
5	December 2017 Water	**Cooperative Watershed Management Program.** For Phase I activities, including the establishment or expansion of an existing watershed group**.**	Bureau of Reclamation	Federal	$50,000	Not required.	https://www.usbr.gov/watersmart/cwmp/index.html
6	January 2018 Water Efficiency	**Water Conservation Field Services Program – Lower Colorado Region.** For activities/projects that make more efficient use of existing water supplies through water conservation and efficiency. • Water management planning; • System Optimization Reviews (SOR); • Designing Water Management Improvements; and Demonstration projects.	Bureau of Reclamation	Federal	$100,000	50%	http://www.usbr.gov/lc/region/g4000/wtrconsv.html
7	January 2018 Water	**Water and Energy Efficiency Grant.** To conserve and use water more efficiently, increase the use of renewable energy and improve energy efficiency, benefit endangered and threatened species, facilitate water markets, or carry out other activities to address climate-related impacts on water or prevent any water-related crisis or conflict.	Bureau of Reclamation	Federal	$300,000 for projects to be completed within two years. $1,000,000 for projects to be completed within three years.	50%	https://www.usbr.gov/watersmart/weeg/index.html

TABLE 2 For Information Purposes Only **Grants are not eligible for WRCOG grant writing assistance**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Website**
8	January 2018 Water	**Small-Scale Water Efficiency Projects.** To support small-scale water management projects that have been identified through previous planning efforts.	Bureau of Reclamation	Federal	$75,000	50%	https://www.usbr.gov/watersmart/weeg/ssweg.html
9	January 2018 Water	**Basin Studies LOI.** To evaluate the ability to meet future water demands within a river basin and to identify adaptation and mitigation strategies to address the potential impacts of climate change.	Bureau of Reclamation	Federal	Unknown	50%	https://www.usbr.gov/watersmart/bsp/index.html
10	January 22, 2018 Violence Prevention	***NEW:*** **CA Violence, Intervention and Prevention Program (CalVIP).** To fund programs that are effective at reducing violence. Examples of eligible models: • Community Mobilization and Education • Cognitive Behavioral Therapy (CBT) • Mental Health • Public Health • Case Management • Diversion • Education/After-School • Recreation/Social • Mentoring • Community Resource Centers • Information-Sharing • Community/Police Relations • Hospital-Based Violence Intervention • Employment/Job Training • Street Outreach/Intervention	California Board of State and Community Corrections	State	$500,000 and each city that receives a grant must distribute 50% for grant fund to one or more community – based organizations.	Dollar for dollar.	http://www.bscc.ca.gov/s_cpgpcalvipgrant.php

TABLE 2 For Information Purposes Only **Grants are not eligible for WRCOG grant writing assistance**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Website**
11	February 2018 Water	**Groundwater Sustainability Program.** For grants, and loans, for planning and implementation projects that prevent or cleanup the contamination of groundwater that serves or has served as a source of drinking water. Examples of implementation projects include, but are not limited to: • Wellhead treatment; • Installation of extraction wells combined with treatment systems; • Centralized groundwater treatment systems; • Source area cleanup; • Groundwater recharge to prevent or reduce contamination of municipal or domestic wells; • Groundwater injection to prevent seawater intrusion; and • Groundwater well destruction.	State Water Resources Control Board	State	Planning: $100,000 to $21 million. Implementation: $500,000 to $50 million.	50%	https://www.waterboards.ca.gov/water_issues/programs/grants_loans/proposition1/groundwater_sustainability.shtml
12	Spring 2018 Water	**Title XVI Construction.** Funding for planning, design, and construction of congressionally authorized water recycling and reuse projects.	Bureau of Reclamation	Federal	$4 million	75%	https://www.usbr.gov/watersmart/title/index.html

TABLE 2 For Information Purposes Only **Grants are not eligible for WRCOG grant writing assistance**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Website**
13	Spring 2018 Water Studies	**Title XVI Feasibility Studies.** Funding for development of new Title XVI feasibility studies.	Bureau of Reclamation	Federal	$150,000 for feasibility studies to be completed within 18 months. $450,000 for feasibility studies to be completed within 3 years.	50%	https://www.usbr.gov/watersmart/title/index.html
14	April 2018 Water	**Drinking Water for Schools.** To improve access to, and the quality of, drinking water in public schools. All projects must be located at schools within, or serving, a DAC. Eligible projects include but are not limited to: • Installation or replacement of water bottle filling stations or drinking water fountains with or without treatment devices capable of removing contaminants present in the school's water supply; • Installation of point-of-entry (POE), or point-of-use (POU) treatment devices for water bottle filling stations, drinking fountains, and other fixtures that provide water for human consumption • Installation, replacement, or repairs of drinking water fixtures and associated plumbing appurtenances	State Water Resources Control Board	State	School: $25,000/$100,000 Entities: $25,000/ $1 million	TBD	http://www.waterboards.ca.gov/water_issues/programs/grants_loans/schools/

TABLE 2 For Information Purposes Only **Grants are not eligible for WRCOG grant writing assistance**							
No.	**Deadline**	**Name of Grant**	**Name of Agency/Type**	**Source of Funds**	**Maximum Funding**	**Match Requirement**	**Website**
15	June 2018 Transportation	**Highway Safety Improvement Grant.** To achieve a significant reduction in fatalities and serious injuries on all public roads. All proposed projects must lead to the construction of safety improvements.	Department of Transportation	State	$100,000 minimum and $10 million maximum.	10%	http://www.dot.ca.gov/hq/LocalPrograms/HSIP/apply_nowHSIP.htm
16	Fall 2018 Trails	**Recreational Trails Program.** For both non-motorized and motorized RECREATIONAL TRAILS and trail-related facilities. Eligible projects types are: acquisition, development or a combination of acquisition and development.	California State Parks	State	$50,000 minimum/ $1.5 million maximum	12%	http://www.parks.ca.gov/?page_id=24324

** Information presented is based on past guidelines. Requirements may change when new guidelines are published.

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Item 4.B

Grant Writing Assistance Program

Attachment 5

Assistance Summary Tables

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Assistance Summary - PROVIDED

Jurisdiction	Description	Grant Program Applying for:	Anticipated Award	Funding Requested	Funding Awarded
Lake Elsinore	City-wide Active Transportation Plan.	Caltrans Sustainable Transportation Planning Grant - Sustainable Communities	Winter 2018	$200,000	TBA
WRCOG	Summary table provided to all WRCOG member agencies on bi-weekly basis.				
Banning	City is applying to attain funding for expansion of the City's CNG facility.	MSRC Natural Gas Infrastructure Grant	Winter 2018	$225,000	TBA
WRCOG	Develop localized guidelines, thresholds, and mitigation measures related to SB 743 for jurisdictions of Western Riverside County.	SCAG Sustainable Planning Grant	Spring 2017	$200,000	$200,000
WRCOG	WRCOG and SBCTA submitted a joint application for climate adaptation funding from Caltrans for development of a regional Climate Adaptation Toolkit.	Caltrans Sustainable Transportation Planning Grant - Adaptation Planning	Winter 2018	$500,000	TBA
WRCOG	Regional effort to research and evaluate emerging technologies that could change the way cities develop and operate in the future.	Caltrans Sustainable Transportation Planning Grant - Sustainable Communities	Winter 2018	$500,000	TBA

Assistance Summary - PENDING

Jurisdiction	Description	Grant Program Applying for:	Anticipated Award	Funding Requested	Funding Awarded
Norco	City is interested in applying to ATP Cycle 4 in Spring 2018 to enhance its trails system.	Active Transportation Program - Cycle IV	Summer 2018	TBD	
Hemet	City is interested in attaining funding to enhance City's Mobility Hub and future TOD opportunities, and active transportation enhancements.	TBD			
Jurupa Valley	City is interested in a planning or environmental report grant opportunity to conduct a study that looks into truck restrictions along a corridor in their city.	TBD			

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Western Riverside Council of Governments
Executive Committee

Staff Report

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

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

Date: **December 4, 2017**

The purpose of this item is to *provide the Committee with information on the 7th Amendment to the Western Riverside Energy Partnership Agreement and the 2017 LED Holiday Light Exchange & Energy Efficiency starter kit giveaways.*

Requested Action:

1. Direct the Executive Director to execute the Seventh Contract Amendment with Southern California Edison to jointly deliver the 2010-2012 Energy Leader Partnership Program, including the continuation of the Western Riverside Energy Leader Partnership, through year 2018, substantially as to form.

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

7th Amendment to the Western Riverside Energy Leader Partnership

In March 2010, WRCOG entered into an agreement with SCE to implement the Partnership and provide energy efficiency technical support to participating jurisdictions for energy efficiency projects at municipal facilities for the 2010-2012 Program cycle. Through this agreement, the Partnership was formed and was 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.

Since March 2013, the contract has been extended annually to establish the budget for the upcoming calendar years. This 7th Amendment (Attachment 1) establishes the budget for the 2018 calendar year and will be used to assist the members enrolled in the Program with their goals for energy efficiency.

WRCOG staff is requesting the Executive Committee direct the Executive Director to execute the contract amendment, substantially as to form, through calendar year 2018.

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

WRCOG is excited to announce the 4th Annual LED Holiday Light Exchange and Energy Efficiency Starter Kit give-aways (see Attachment 2), in coordination with its WREP partners, SCE and SoCal Gas. At events across Western Riverside County this holiday season, residents who are SCE / SoCal Gas customers can exchange their old, incandescent string lights for new, energy-efficient LED holiday lights at no cost. WRCOG will also provide SoCal Gas Energy Efficiency Starter Kits, which include a low flow shower head and three faucet aerators to event participants. The giveaways will take place in December 2017 at five member cities'

community events.

Since 2014, staff have attended 15 holiday community events, exchanged over 1,400 holiday lights, and provided 72 energy efficiency starter kits. In 2017, five community events will host the Holiday Light Exchange and Energy Efficiency Give-away. At each event, there will be a total of 200 lights and 50 Starter Kits available for residents. Additionally, WREP partnered with Moreno Valley Utility (MVU), which will also be providing an additional 200 lights to residents who are under MVU customer accounts.

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

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

To participate in the Energy Efficiency Starter Kit give-away, residents must bring:

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

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

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

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

Prior Action:

November 6, 2017: The Executive Committee received and filed.

Fiscal Impact:

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

Attachments:

1. 7th Amendment for Energy Partnership.
2. 2017 Holiday Lights & EE Kit Flyer.

Item 4.C

Western Riverside Energy Partnership Activities Update

Attachment 1

7th Amendment for Energy Partnership

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SEVENTH AMENDMENT

THIS SEVENTH AMENDMENT ("SEVENTH AMENDMENT") TO THE AGREEMENT TO JOINTLY DELIVER THE 2010-2012 WESTERN RIVERSIDE ENERGY LEADER PARTNERSHIP PROGRAM dated January 1, 2010 (as amended, the "Agreement") is effective as of January 1, 2017 (the "Seventh Amendment Effective Date") by and between SOUTHERN CALIFORNIA EDISON COMPANY ("SCE"), AND WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS ("WRCOG"). Terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement. SCE may be referred to individually herein as the "Utility". The Utility and WRCOG may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Parties previously executed the Agreement effective January 1, 2010 and subsequently amended the Agreement Seven times to, among other things, extend its term in accordance with the applicable decisions of the California Public Utilities Commission ("Commission");

WHEREAS, on October 28, 2015, the Commission issued its Decision for Energy Efficiency Goals for 2016 and Beyond and Energy Efficiency Rolling Portfolio Mechanics (the "D.15-10-028") which authorized the Energy Efficiency Program rolling portfolio mechanics for 2016 and beyond, and continuation of energy efficiency programs, consistent with the terms and conditions set forth in the Agreement ("2017-2018 Program"), except as otherwise provided in this Seventh Amendment; and

WHEREAS, the Parties desire to further amend the Agreement as set forth herein.

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

1. Section 3.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

   3.1. Overview. The Energy Leader Partnership Program is designed to provide integrated technical and financial assistance to help local governments effectively lead their communities to increase energy efficiency, reduce greenhouse gas emissions, protect air quality and ensure that their communities are more livable and sustainable. The Program provides a performance-based opportunity for Member Cities to demonstrate energy efficiency leadership in 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 Cities will lead by example as they work with WRCOG and SCE together to increase community awareness of energy efficiency and position each Member City as a leader in energy management 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 Parties will leverage the strengths of each other and the Member Cities to help efficiently deliver both energy and demand savings, as well as support for elements of California's Long Term Energy Efficiency Strategic Plan (the "Strategic Plan"). Delivering sustainable energy savings, promoting energy efficiency lifestyles, and achieving an enduring leadership role for the Member Cities through this Program design is rooted in an effective relationship between the Member Cities, WRCOG and SCE.

2. A new Section 10.1.4.c. is hereby added to the Agreement as follows:

10.1.4.c. Strategic Plan Budget: WRCOG will submit to SCE a Strategic Plan Application(s) for Strategic Plan Menu item(s). The Strategic Plan Menu is the list of possible Strategies and Tasks derived from and must support the "Big, Bold" Strategies and related goals for local governments' in the California Long-Term Energy Efficiency Strategic Plan. SCE program manager(s) will review the Application. If the Application(s) is approved in writing by SCE, the Strategic Plan Budget will be in effect and WRCOG may start work after SCE issues a written Notice to Proceed (NTP) with Strategic Plan work.

3. A new Section 10.4.2.e. is hereby added to the Agreement as follows:

10.4.2.e. Subcontractor for Strategic Plan Work: SCE will reimburse WRCOG for Strategic Plan work up to a maximum of the Strategic Plan Budget approved by SCE. WRCOG may hire subcontractor(s) to complete Strategic Plan work at negotiated rates between WRCOG and its subcontractor. Notwithstanding the foregoing, WRCOG will submit fixed price invoices to SCE based on the approved Strategic Plan Budget deliverables, and SCE's obligation to pay is limited to the Strategic Plan Budget amount for such deliverable. For avoidance of doubt, SCE will not reimburse WRCOG for Strategic Plan work for amounts above the total set forth in the approved Strategic Plan Budget, as may be amended in accordance with this Agreement.

4. Section 26 of the Agreement is hereby deleted in its entirety and replaced with the following:

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 facsimile, electronic mail, nationally recognized overnight courier, or first class mail, postage prepaid, to the address specified below, or to another address specified in writing by a Party as follows:

WRCOG
Casey Dailey
Director of Energy and Environmental Programs
Western Riverside Council of Governments
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
cdailey@wrcog.us
(951) 955-7282

SCE:
Southern California Edison Company
Joanna Chang, Program Manager
1515 Walnut Grove Avenue
Rosemead, CA 91770
Joanna.Chang@sce.com
626-302-0644

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. PST (or PDT, as applicable), 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 or electronic mail, 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.

5. Exhibit B-1 (ENERGY LEADER PARTNERSHIP PROGRAM 2016 GOALS & PARTNER BUDGET FOR WRCOG) of the Agreement is hereby deleted in its entirety and replaced with the version of Exhibit B-1 (ENERGY LEADER PARTNERSHIP PROGRAM 2017-2018 GOALS & PARTNER BUDGET FOR WRCOG) attached to this Seventh Amendment, which attached versions are incorporated herein by reference and made a part of the Agreement. The Parties acknowledge and agree that if a Commission

decision or order alters the amount approved for the 2017-2018 Program budget(s), as set forth in Exhibit B-1, SCE shall amend Exhibit B-1 to reflect the approved 2017-2018 Program budget in any such Commission decision or order, in accordance with Sections 24 and 30 of the Agreement.

6. This Seventh Amendment may be executed in one or more counterparts and delivered by electronic means, 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.

7. General. From and after the Seventh Amendment Effective Date, any reference to the Agreement contained in any notice, request, certificate or other instrument, document or agreement shall be deemed to mean the Agreement, as amended by any prior amendments to the Agreement, and this Seventh Amendment. In the event of any conflict between the Agreement, as amended, and this Seventh Amendment, this Seventh Amendment shall prevail. Except as amended by this Seventh Amendment, all provisions of the Agreement, as previously amended, shall remain in full force and effect and shall govern the actions of the Parties. Each party is fully responsible for ensuring that the person signing this Seventh Amendment on that party's behalf has the requisite legal authority to do so.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Seventh Amendment to be executed by their duly authorized representatives as of the Seventh Amendment Effective Date.

WESTERN RIVERSIDE ENERGY LEADER PARTNERSHIP:

WRCOG

By: _____

Name Printed: Rick Bishop

Title: Executive Director

Date:

APPROVED AS TO FORM

By: _____

Name Printed: Best Best & Krieger

Title: General Counsel

Date:

SOUTHERN CALIFORNIA EDISON COMPANY:

SCE

By: _____

Name Printed: Marc Ulrich

Title: Vice President, Customer Programs and Services

Date:

EXHIBIT B-1

ENERGY LEADER PARTNERSHIP PROGRAM 2017-2018 GOALS & PARTNER BUDGET

2017 - 2018 Budget		
Budget Category	2017[1]	2018[1]
Administrative	$ 10,000	$ 8,675
Marketing & Outreach	$ 9,000	$ 8,675
Direct Implementation[2]	$ 70,000	$ 69,400
Total Budget Not To Exceed	$ 89,000	$ 86,750
Technical Assistance[3]	$ 6,000	$ 12,397

Reported Savings Goal[4]		
	kWh	kW
2018	356,406	32.55

(1) Budget and Savings Goal are subject to be revised or provided upon CPUC Approval for the funding year.

(2) Direct Implementation does not include Technical Assistance, Strategic Plan, or Incentives.

(3) Technical Assistance fund is administrated by SCE for SCE approved T/A projects.

(4) Reported savings are the value used to align partner goals with SCE goals. The values are also used to determine budget based on the budget metrics tool and whether or not savings goals are met.

(5) Reported Savings Calculation:

To determine reported savings, multiply the gross savings value by the realization rate. Depending on the methodology used to determine savings, the following scenarios will apply:

- Any project that utilizes workpaper values to determine savings (i.e. Express, Direct Install, Midstream) must use a realization rate of 1.0. The reported savings and gross savings will match.
- Any project that utilizes the calculated approach to determine savings (i.e. Custom, RCx, New Construction) must use a realization rate of 0.9. The reported savings will be 90% of the gross approved savings for these projects.

(6) If the Energy Division selects a project for the Ex Ante Review process, the savings and realization rate will be determined by the Energy Division.

Exhibit B-1 Continued

Fully Burdened Labor Rate Table

The rates in below table are fully burdened (see footnotes) and serve as maximum billing rates for actual costs incurred for each labor title.

Position	Fully Burdened Rates
Senior Consultant	$300.00
Chief Financial Officer	$228.03
Director of Energy and Environmental Programs	$148.71
Program Manager	$103.87
Staff Analyst II	$67.52
Staff Analyst I #1	$67.15
Staff Analyst I #2	$68.79
Administrative Assistant	$43.03
IT Administrator	Removed
Accounting Analyst	$108.65
Technician	$54.34
Legal Counsel	$298.00

Footnotes:

(1) Fully burdened hourly rates set forth herein which include all related cost including, but not limited to, actual wages, statutory payroll and other taxes, employee benefits, insurance, overhead (administrative salaries, secretarial and other clerical salaries, furniture leases, entertainment, telephone system base charge, fax, library research, office leases/rents, and landscaping services, office supplies, postage, reproduction costs) and profit, as applicable.

(2) Any reimbursable expenses, including any and all subcontractor expenses, shall be reimbursed at actual cost without markup. All reimbursable expenses require written approval, in advance, by the SCE Representative referenced in this contract.

(3) For avoidance of doubt, the fully burdened hourly rates apply to WRCOG's staff and Contractors, as applicable.

Item 4.C

Western Riverside Energy Partnership Activities Update

Attachment 2

2017 Holiday Lights & EE Kit Flyer

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WESTERN RIVERSIDE ENERGY PARTNERSHIP 2017 HOLIDAY LED LIGHT EXCHANGE & ENERGY EFFICIENCY KIT GIVE-AWAY

CELEBRATE THE HOLIDAYS WHILE SAVING MONEY AND ENERGY!

COME JOIN THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AT ONE OF THE LOCAL COMMUNITY EVENTS IDENTIFIED BELOW TO EXCHANGE YOUR OLD HOLIDAY LIGHTS FOR NEW LED ENERGY EFFICIENT ONES AND RECEIVE A FREE ENERGY EFFICIENCY STARTER KIT.

THIS OPPORTUNITY IS AVAILABLE, AT NO COST, TO ALL SOUTHERN CALIFORNIA EDISON (SCE) AND SOUTHERN CALIFORNIA GAS RESIDENTIAL CUSTOMERS IN WESTERN RIVERSIDE COUNTY!

200 HOLIDAY LIGHTS AND 50 ENERGY EFFICIENCY STARTER KITS WILL BE AVAILABLE PER EVENT, SO JOIN US EARLY!

EXCHANGE IS VALID FOR LIGHTING STRAND COUNTS OF 50 OR MORE.

TO PARTICIPATE IN THE LED HOLIDAY LIGHT EXCHANGE:

1. **MUST BRING** OLD INEFFICIENT INCANDENSCENT HOLIDAY LIGHTS. YOU MAY EXCHANGE UP TO TWO STRANDS. LIGHTS MUST STILL WORK, AND CONTAIN ALL BULB PARTS.

2. **MUST BRING** A RECENT COPY OF AN SCE MONTHLY BILL (OR PROOF OF ELECTRONIC BILL PAYMENT).

3. **MUST BRING** A LICENSE OR PICTURE IDENTIFICATION MATCHING CUSTOMER NAME ON THE SCE BILL.

TO RECEIVE A FREE ENERGY EFFICIENCY KIT:

1. **MUST BRING** A COPY OF YOUR MONTHLY SOCAL GAS BILL (ELECTRONIC BILL WILL BE ACCEPTABLE).

2. **MUST BRING** A LICENSE OR PICTURE IDENTIFICATION MATCHING CUSTOMER NAME AND ADDRESS ON THE SOCAL GAS BILL.

2017 HOLIDAY LED LIGHT EXCHANGE DATES AND LOCATIONS

City	Location - Time	Event	Date
Jurupa Valley City Hall	8930 Limonite Ave. Jurupa Valley CA 92509 6:00 p.m. to 8:00 p.m.	3rd Annual Tree And City Hall Lighting	12/01/2017
Lake Elsinore Downtown Main St.	130 S. Main St. Lake Elsinore CA 92530 4:00 p.m. to 9:00 p.m.	WinterFest	12/02/2017
Hemet Gibbel Park	2500 W. Florida Ave. Hemet CA 92545 9:00 a.m. to 3:00 p.m.	Christmas Parade	12/02/2017
Moreno Valley Conference & Recreation Center	14075 Frederick St. Moreno Valley CA 92552 9:00 a.m. to 5:00 p.m.	Snow Day and Holiday Tree Lighting	12/02/2017
Menifee City Hall	29714 Haun Road. Menifee CA 92586 4:00 p.m. to 8:00 p.m.	Christmas Tree Lighting Ceremony	12/09/2017

FOR MORE INFORMATION, CONTACT ANTHONY SEGURA, WRCOG, AT (951) 955-8389 OR ASEGURA@WRCOG.US

WRCOG Western Riverside Council of Governments

SoCalGas A Sempra Energy utility

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Western Riverside Energy Partnership

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Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **Regional Streetlight Program Activities Update: Adoption of WRCOG Resolution 47-17; A Resolution of the Executive Committee of the Western Riverside Council of Governments making findings that the maintenance and repair program for the streetlights is exempt from the California Environmental Quality Act, approving the maintenance and repair program, and authorizing the execution of certain agreements in furtherance of the Program**

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

Date: **December 4, 2017**

The purpose of this item is to *provide the Committee with an update on the regional financing that member jurisdictions can utilize as they begin to acquire their streetlights, an update on the Streetlight Procurement Request for Quotation, and to adopt WRCOG Resolution Number 47-17 (CEQA exemption findings, and approval of Program agreements).*

Requested Actions:

1. Adopt WRCOG Resolution Number 47-17; A Resolution of the Executive Committee of the Western Riverside Council of Governments making findings that the maintenance and repair program for the streetlights is exempt from the California Environmental Quality Act, approving the maintenance and repair program, and authorizing the execution of certain agreements in furtherance of the Program.
2. Direct staff to file a Notice of Exemption with the Riverside County Clerk within five working days of approval of this proposed project.

WRCOG's Regional Streetlight Program will assist member jurisdictions with the acquisition and retrofit of their Southern California Edison (SCE)-owned and operated streetlights. The Program has three phases: 1) streetlight inventory; 2) procurement and retrofitting of streetlights; and 3) ongoing operations and maintenance. The overall goal of the Program is to provide significant cost savings to member jurisdictions.

Background

At the direction of the Executive Committee, WRCOG developed a Regional Streetlight Program that will allow jurisdictions (and Community Service Districts) to purchase streetlights within their boundaries that are currently owned and operated by SCE. Once the streetlights are owned by the member jurisdiction, the lamps will be retrofitted to Light Emitting Diode (LED) technology to provide more economical operations (i.e., lower maintenance costs, reduced energy use, and improvements in public safety). Local control of the streetlight system provides jurisdictions with opportunities for future revenue generation such as digital-ready networks and telecommunications and information technology strategies.

The Program seeks to provide cost-efficiencies for local jurisdictions through the purchase, retrofit, and maintenance of streetlights within jurisdictional boundaries, without the need of additional jurisdictional resources. As a regional Program, WRCOG is working with participating jurisdictions to move through the acquisition process, develop financing recommendations, develop and update regional and community-specific

streetlight standards, and implement a regional operations & maintenance (O&M) agreement that will enhance the level of service currently provided by SCE.

Regional Streetlight Acquisition Update

To date, 11 jurisdictions (listed below) have decided to move forward and have signed Purchase and Sales Agreements to acquire current SCE-owned streetlights within their jurisdictional boundaries. Collectively, these account for nearly 48,000 streetlights within Western Riverside County. Once each Agreement is signed by the jurisdiction, SCE will transmit the Agreement to the California Public Utilities Commission (CPUC) for review and approval.

On August 30, 2017, SCE filed the City of Murrieta's application with the CPUC. Murrieta is the first city in Western Riverside County to enter this phase of the process. On October 10, 2017, the CPUC approved the City's application.

On September 25, 2017, SCE filed the City of Temecula's application with the CPUC. Temecula is now the second city in Western Riverside County to enter this phase of the process.

On November 8, 2017, SCE filed the City of Eastvale's application with the CPUC. The City of Eastvale is the third city in Western Riverside County to enter the process of approval with the remaining eight jurisdictions nearing this stage.

Staff will continue to keep the WRCOG Committees updated as jurisdictions progress through the acquisition process.

Acquisition Process Schedule: The table below provides the estimated status for each jurisdiction participating in the Program. While the Cities of Eastvale, Murrieta, and Temecula have advanced to the CPUC for approval of streetlight acquisition, the eight remaining jurisdictions are awaiting SCE's submission of the Agreements to the CPUC. Staff estimates the next batch of WRCOG cities will advance to the CPUC in early 2018. The below timeline of acquisition approval activities is subject to change as SCE and CPUC progress through the approval processes. WRCOG staff will continue to update the progress as jurisdictions reach each milestone.

	City approval	City signed Agreement + Amendment	SCE executes agreement	SCE sends to CPUC	CPUC approves and transition starts
Eastvale	4/12/2017	✓	✓	✓	Est. Q4 2017
Hemet	3/14/2017	✓	✓		
JCSD	3/13/2017	✓	✓		
Lake Elsinore	1/24/2017	✓	✓		
Menifee	2/15/2017	✓			
Moreno Valley	3/21/2017	✓	✓		
Murrieta	3/7/2017	✓	✓	✓	9/29/2017
Perris	3/28/2017	✓	✓		
San Jacinto	3/28/2017	✓	✓		
Temecula	2/28/2017	✓	✓	✓	Est. Q4 2017
Wildomar	3/8/2017	✓	✓		

Adoption of WRCOG Resolution for CEQA Exemption

As part of the Programmatic services that the Streetlight Program provides, staff have been working with legal counsel to identify if the Streetlight Program is exempt from the California Environmental Quality Act (CEQA). As a regional Program, WRCOG is working with participating jurisdictions to move through the acquisition process, develop financing recommendations, develop and update regional and community-specific streetlight standards, and implement a regional retrofit and operations & maintenance agreement that will enhance the

level of service currently provided by SCE. Furthermore, the program goals also strive to meet American Medical Association and Mount Palomar Observatory / CalTech lighting recommendations.

The approval of the Regional Streetlight Program and the execution of the Implementation Agreement and related agreements for the Regional Streetlight Program is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301 (Class 1), which exempts from further CEQA review the operation, repair, maintenance, and minor repair of existing public or private structures, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination, as the replacement of existing bulbs with LED bulbs does not change the use of the streetlights and is more beneficial in terms of reduced energy use and public safety; Section 15302 (Class 2), which exempts from further CEQA review the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, as the replacement of bulbs will serve the same purpose as streetlights, and the LED bulbs would be of the same size and lighting capacity as those being replaced since LED streetlight fixtures generally consume a fraction of the energy and produce a more efficient even-distribution of light when compared to existing non-LED streetlight systems; and Section 15303 (Class 3), which exempts from further CEQA review the installation of small new equipment and facilities in small structures, and the conversion of existing small structures from one use to another where only minor modifications are made to the exterior of the structure, as the Project involves the replacement of bulbs in existing small structures and any construction would be done as part of maintenance on the existing poles.

None of the exceptions to the use of the Class 1, 2 or 3 categorical exemptions identified in State CEQA Guidelines section 15300.2 apply. The Project involves the retrofitting of approximately 48,000 light poles, but none are located in a particularly sensitive environment and therefore there would not be impacts on an environmental resource of hazardous or critical concern. The Project will not result in a cumulative impact from successive projects of the same type in the same place, over time, as the Project entails the upgrade of bulbs on all currently owned SCE fixtures within a Member Agency's jurisdiction. There are no unusual circumstances surrounding the Project that result in a reasonably possibility of a significant effect on the environment, as there are no sensitive resources on the existing pole sites and the Project does not involve structural modifications. The Project's replacement of bulbs and maintenance of existing structures will not damage scenic resources, including trees, historic buildings, rock outcroppings, or similar resources. The Project does not include any hazardous waste sites, and the Project will not cause a substantial adverse change in the significance of a historical resource as the existing poles are not considered historical resources. Thus, the categorical exemptions apply, and no further environmental review is required.

Further, the execution of the Implementation Agreement for the Regional Streetlight Program will not have a significant effect on the environment, and is exempt from the requirements of an environmental impact analysis pursuant to Section 15061(b) (3) of the State CEQA Guidelines, which states that the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question, the proposed Implementation Agreement, may have a significant effect on the environment, the activity is not subject to CEQA. The Project involves replacing existing light bulbs in Member Agencies' jurisdictions with LED technology bulbs. The Project does not involve an expansion of use and the LED streetlight fixtures generally would consume a fraction of the energy and produce a more efficient even-distribution of light when compared to existing non-LED streetlight systems. To this end, the Project has the support of the Palomar Observatory. Accordingly, there is no possibility that the replacement of bulbs will have a significant effect on the environment. A Notice of Exemption should be prepared.

Upon approval of the Resolution, staff will work to provide the adopted document to the participating jurisdictions so they too can adopt the resolution in which states that the Program is CEQA exempt.

Streetlight Program Participation

WRCOG staff are coordinating with jurisdictional staff to take the next step in Program participation which would enroll jurisdictions in the financing and administrative services that are offered through the Regional Streetlight Program. Over the past year, staff met with jurisdictional staff to discuss and receive feedback on draft financial agreements and programmatic services that the Program offers. As part of the next step of the

Program, jurisdictional staff will seek direction from Boards / City Councils to identify the level of participation in services offered by the Program. The Program participation package that jurisdiction staff are providing input on includes the following items:

1. **Financing Resolution:** This document will be approved at City Council / Board meetings to authorize the financing. The Resolution will define a "Not to Exceed" amount including an amount adequate to cover any contingencies that may be identified during the true-up or retrofit process.
2. **Equipment Lease / Purchase Agreement:** Defines all of the lease definitions, city covenants, and details related to the terms of the lease. The financing terms will be updated prior to the closing date, to include the final amount borrowed, interest rate, and payment schedule.
3. **Escrow Agreement:** Governs the account that will be set up for the jurisdiction at Banc of America with the proceeds of the lease. Rather than the jurisdiction receiving monies at the closing, all funds will be deposited to the escrow account for payment of invoices submitted by the jurisdiction for payments made to SCE for acquisition and Siemens / WRCOG for retrofit services.
4. **Implementation Agreement:** This agreement is between the jurisdiction and WRCOG for program management services associated with the aggregated services provided for the acquisition, retrofitting and ongoing O&M.
5. **Paying Agent Agreement:** This agreement will identify Wells Fargo as the paying agent, whose role is to support the ongoing payments made to multiple parties under the Program. In an effort to streamline the processing needed by the cities, WRCOG / PFM set this up so that the jurisdiction would make single payments, semi-annually, to the paying agent for all components of the Program in which the jurisdiction is participating. Therefore, twice a year, in December and June, the jurisdiction will make a payment that will include the debt service (principal and interest) paid to Banc of America, as well as administrative services, O&M, and, in later years, re-lamp reserve. The paying agent will then disburse the funds in the schedule amounts to the correct parties without the jurisdiction having to schedule multiple payments.

As part of this program, a suite of regional programmatic management and administrative services will be offered through WRCOG and include but are not limited to:

1. Administration of Retrofit, Operations, & Maintenance contract (Siemens)
2. CEQA support
3. Promote / market streetlight outage call center
4. Update jurisdictional GIS files to include streetlight acquisition and retrofit data
5. Develop and process incentive / rebate applications
6. Develop retrofit schedule and shipping logistics
7. Develop pole identification tags and nomenclature system
8. Regular reports to jurisdictions
9. Regular WRCOG committee updates
10. Ongoing regulatory and legislative tracking related to streetlights and rates associated (ex: SB 649)

WRCOG staff tentatively secured City Council dates with several jurisdictions to take action on the proposed items mentioned above. Below are the scheduled dates of jurisdictional Program participation action:

1. City of Murrieta 12/5/17
2. City of San Jacinto 12/5/17
3. City of Lake Elsinore 12/12/17

Staff will continue to work with the remaining jurisdictions to assist with scheduling dates to obtain action of Program participation.

Streetlight Request for Quotation (RFQ)

On September 21, 2017, WRCOG released an RFQ to solicit suppliers interested in providing WRCOG's member jurisdictions with LED lights for the replacement of jurisdiction-owned streetlights. This is the next step within the Regional Streetlight Program as many of the jurisdictions are in the process of acquiring their streetlights from SCE. Upon the closing of the RFQ, an evaluation committee (to be formed) will review the

proposals and coordinate with the jurisdictions to identify the best LED lighting fixture(s) that meet the region's street lighting needs.

On October 25, 2017, WRCOG released a second Addendum to the RFQ which allowed additional time for potential proposers to respond to the RFQ. The first Addendum was released on October 11, 2017. Quotes are now due on December 11, 2017, and staff anticipates a decision will be made by the week of January 15, 2018.

On November 20, 2017, WRCOG released a third Addendum to the RFQ which provided all interested proposers with the AGI-32 models illustrating sample lighting models of jurisdictions in Western Riverside County that will be used to provide WRCOG with sample lighting that will be most effective for the region. Staff will provide responses to the questions and answers on November 22, 2017 to the interested vendors who are looking to bid on this RFQ. Quotation deadline remains on December 11, 2017, and staff anticipates a decision will be made in January 2018.

The specifications listed within the RFQ were extracted from WRCOG's LightSuite document (approved by the Executive Committee on September 11, 2017), the outdoor lighting resource developed using technical analysis and public input from the Regional Demonstration Area hosted in the City of Hemet. The LightSuite document is a guiding template for interested jurisdictions to apply to current street lighting standards and new developments. For the Demonstration Area, WRCOG and the City of Hemet installed over 150 different LED lighting fixtures from 12 different lighting vendors. The Demonstration Area helped identify public preference for lighting specifications through guided tours. At these tours, attendees voiced their opinion on what type of lighting style they preferred and on how much lighting is needed within their community. Attendees included elected officials, public safety officials, city staff, astronomers, lighting specialists, and residents from Riverside and San Bernardino Counties.

After proposers provide quotations, staff will coordinate a working group with members of the Public Works Committee to include representation of each respective participating jurisdiction involved in the Regional Streetlight Program to evaluate and assess qualified proposals. The goal of the working group would be to identify the LED lighting fixture(s) that is best suited for the region of Western Riverside County

Prior Action:

November 9, 2017: The Public Works Committee requested volunteers to participate in the Streetlight Work Group.

Fiscal Impact:

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

Attachment:

1. WRCOG Resolution Number 47-17; A Resolution of the Executive Committee of the Western Riverside Council of Governments making findings that the maintenance and repair program for the streetlights is exempt from the California Environmental Quality Act, approving the maintenance and repair program, and authorizing the execution of certain agreements in furtherance of the Program.

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Item 4.D

Regional Streetlight Program Activities Update: Adoption of WRCOG Resolution 47-17; A Resolution of the Executive Committee of the Western Riverside Council of Governments making findings that the maintenance and repair program for the streetlights is exempt from the California Environmental Quality Act, approving the maintenance and repair program, and authorizing the execution of certain agreements in furtherance of the Program

Attachment 1

WRCOG Resolution Number 47-17

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RESOLUTION NUMBER 47-17

A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS MAKING FINDINGS THAT THE MAINTENANCE AND REPAIR PROGRAM FOR STREETLIGHTS IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, APPROVING THE MAINTENANCE AND REPAIR PROGRAM, AND AUTHORIZING THE EXECUTION OF CERTAIN AGREEMENTS IN FURTHERANCE OF THE PROGRAM

WHEREAS, various cities within Riverside County and the County of Riverside entered into a Joint Powers Agreement (JPA) on April 1, 1991, as amended from time to time, to create WRCOG (WRCOG); and

WHEREAS, Article VIII of the JPA permits any WRCOG member agency (Member Agency), when authorized by the Executive Committee, to execute an Implementation Agreement for the purpose of authorizing WRCOG to implement, manage and administer area-wide and regional programs in the interest of the local public welfare; and

WHEREAS, the JPA permits WRCOG, when authorized by an Implementation Agreement, to make and enter into such contracts, incur such debts and obligations, assess contributions from the members, and perform such other acts as are necessary to the accomplishment of the purposes of such agreement; and

WHEREAS, WRCOG developed a Regional Streetlight Program (Project) that will allow Member Agencies and, where applicable, Community Service Districts, (collectively, the "Participating Jurisdictions") to purchase streetlights within their boundaries that are currently owned and operated by Southern California Edison (SCE); and

WHEREAS, currently 11 jurisdictions within Western Riverside County, whom account for 48,000 streetlights that will be acquired from SCE are interested in participating in the Project; and

WHEREAS, once the streetlights are owned by the Participating Jurisdiction, the lamps will be retrofitted to Light Emitting Diode (LED) technology to provide more economical and environmentally sustainable operations (i.e., lower maintenance costs, reduced energy use, and improvements in public safety); and

WHEREAS, the Project will support identification and selection of LED fixtures, as well as proper disposal of existing streetlight fixtures, that meet recommendations from local and professional environmental, health, and astronomical groups; and

WHEREAS, the Project also includes regional financing options with Banc of America to provide Participating Jurisdictions funds for streetlight acquisition and LED retrofit; and

WHEREAS, in order to implement the Project, WRCOG and Member Agencies desire to enter into Implementation Agreements and related agreements between WRCOG and each Participating Jurisdiction and take other associate actions in order to authorize WRCOG to enter into one or more agreements with third party providers for the provision of maintenance, repair, retrofitting and

replacement services of streetlights on behalf of Participating Jurisdictions and administer such agreements; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQ) (Public Resources Code, § 21000 et seq.), the State CEQA Guidelines (California Code of Regulations, title 14, § 15000 et seq.) (collectively, "CEQA"), WRCOG is the lead agency for the proposed Project; and

WHEREAS, the State CEQA Guidelines state that there exist categories of projects that are exempt from CEQA; and

WHEREAS, in accordance with CEQA, WRCOG has determined approval of the Project is exempt from the requirements of CEQA and the State CEQA Guidelines pursuant to State CEQA Guidelines section(s) §§ 15301, 15302, 15303 and 15061(b)(3); and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE EXECUTIVE COMMITTEE OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS, DOES HEREBY RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. RECITALS. The Executive Committee hereby finds that the recitals set forth above are true and correct and are incorporated herein as substantive findings of this Resolution.

SECTION 2. COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT. Based upon its review of the entire record before the Executive Committee, the Executive Committee hereby finds and determines that the proposed Project is categorically exempt from environmental review under CEQA pursuant to State CEQA Guidelines §§ 15301, 15302, 15303 and 15061(b)(3).

CLASS 1, STATE CEQA GUIDELINES SECTION 15301 (EXISTING FACILITIES)

The Class 1 exemption specifically exempts from further CEQA review the operation, repair, maintenance, and minor repair of existing public or private structures, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. This exemption covers, but is not limited to, interior or exterior alterations, additions to existing structures that will not result in an increase of more than 50 percent of the floor area of the structure before the addition, or 2,500 square feet, whichever is less. Here, the proposed Project consists of maintenance on existing streetlights and does not involve an expansion of the floor area of the structures. The replacement of the bulbs to high-efficiency bulbs is a minor alteration. It does not change the use of the street lights, and is more beneficial in terms of reduced energy use and improved public safety. The Project does not increase or otherwise change the existing use of the site, and thus qualifies for the Class 1 exemption.

CLASS 2, STATE CEQA GUIDELINES SECTION 15302 (REPLACEMENT OR RECONSTRUCTION)

The Class 2 exemption specifically exempts from further CEQA review the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced. This exemption specifically applies to the replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity. Here, the proposed Project is the purchase of streetlights currently owned and operated by SCE by Participating Jurisdictions within their boundaries, and once purchased, the retrofitting of the lamps with LED technology to provide more economical operations (i.e., lower maintenance costs, reduced energy use, and improvements in public safety). The Project supports the identification and selection of LED fixtures, as well as proper disposal of existing streetlight fixtures, that meet recommendations from local

and professional environmental, health, and astronomical groups. The new structure will have the same purpose as streetlights, and will be substantially the same size as the structure to be replaced, as the LED bulbs will replace bulbs on the existing structures. LED streetlight fixtures generally consume a fraction of the energy and produce a more efficient even-distribution of light when compared to existing non-LED streetlight systems. Thus, the Project qualifies for the Class 2 exemption.

CLASS 3, STATE CEQA GUIDELINES SECTION 15303 (NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES)

The Class 3 exemption specifically exempts from further CEQA review the construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made to the exterior of the structure. The use of this exemption is specifically applicable to water main, sewage, electrical, gas, and other utility extensions, including street improvements of reasonable length to serve such construction. Here, this project is the purchase of streetlights currently owned and operated by SCE by Participating Jurisdictions within their boundaries, and once purchased, the retrofitting of the lamps with LED technology to provide more economical operations (i.e., lower maintenance costs, reduced energy use, and improvements in public safety). The Project supports the identification and selection of LED fixtures, as well as proper disposal of existing streetlight fixtures, that meet recommendations from local and professional environmental, health, and astronomical groups. Thus, the Project involves the installation of new equipment (i.e., LED bulbs) in existing small structures. Any construction would be done as part of maintenance of existing light poles. Therefore, the Project qualifies for the Class 3 exemption.

Furthermore, none of the exceptions to the use of the Class 1, 2, or 3 categorical exemptions identified in State CEQA Guidelines section 15300.2 apply. The Project involves the retrofitting of approximately 48,000 light poles, but none are located in a particularly sensitive environment and therefore there would not be impacts on an environmental resource of hazardous or critical concern. The Project will not result in a cumulative impact from successive projects of the same type in the same place, over time, as the Project entails the upgrade of bulbs on all currently owned SCE fixtures within a Participating Jurisdiction. There are no unusual circumstances surrounding the Project that result in a reasonably possibility of a significant effect on the environment, as there are no sensitive resources on the existing pole sites and the Project does not involve structural modifications. The Project's replacement of bulbs and maintenance of existing structures will not damage scenic resources, including trees, historic buildings, rock outcroppings, or similar resources. The Project does not include any hazardous waste sites, and the Project will not cause a substantial adverse change in the significance of a historical resource as the existing poles are not considered historical resources. Thus, the categorical exemptions apply, and no further environmental review is required.

The Project is also exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3), which exempts a Project if "the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The Project involves replacing existing light bulbs within a Participating Jurisdiction with LED technology bulbs. The Project does not involve an expansion of use and the LED bulbs generally consume a fraction of the energy and produce a more efficient, even-distribution of light when compared to existing non-LED streetlight systems. To this end, the Project has the support of the Palomar Observatory. Accordingly, there is no possibility that the replacement of bulbs will have a significant effect on the environment.

SECTION 3. APPROVAL OF THE PROJECT. The Executive Committee hereby approves the Maintenance and Repair Program for Streetlights and authorizes the execution of Implementation Agreements and/or related agreements with Participating Jurisdictions, in a format substantially conforming to that presented to the Committee today, and other related agreements with third party

providers necessary for WRCOG's administration of the Program and to provide for the provision of maintenance, repair, retrofitting and replacement services of streetlights on behalf of Participating Jurisdictions and administer such agreements as part of the Regional Streetlight Program.

SECTION 4. LOCATION AND CUSTODIAN OF RECORDS. The documents and materials associated with the Project that constitute the record of proceedings on which these findings are based are located at WRCOG, 4080 Lemon Street, 3d Floor, Riverside, CA 92501. The Custodian of Record is Rick Bishop, Executive Director.

SECTION 5. NOTICE OF EXEMPTION. The Executive Committee hereby directs staff to prepare and file a Notice of Exemption with the Riverside County Clerk within five (5) working days of the approval of the proposed Project.

SECTION 6. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by the Executive Committee of the Western Riverside Council of Governments on December 4, 2017.

_____
Deborah Franklin, Chair
WRCOG Executive Committee

_____
Rick Bishop, Secretary
WRCOG Executive Committee

Approved as to form:

_____
Best Best & Krieger, LLP
Bond Counsel

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

Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **Local Match for Riverside Food Systems Model Study**

Contact: **Andrea Howard, Senior Analyst, ahoward@wrcog.us, (951) 955-8515**

Date: **December 4, 2017**

The purpose of this item is to *provide the Committee with an introduction to a local study seeking funding from the Foundation for Food and Agriculture Research and to seek Committee approval for allocating $40,000 towards the required community match, to be paid in $10,000 installments over four years.*

Requested Action:

1. Support the Administration & Finance Committee's recommendation to allocate $40,000, to be paid in $10,000 installments over four years, towards the Riverside Food Systems Model Study.

Background on Food Systems

A food system is the path that food travels from field to fork and includes all of the inputs needed and outputs generated at each step of food production. The food system is an integral part of a community and region and is often targeted for change due to its direct connection to health and the economy. The GrowRIVERSIDE Initiative and regional healthy communities' interventions have spurred multiple food system projects, many of which influence one another including access, quality, and affordability of food, and ultimately behavioral changes; these components can drastically impact and be impacted by vital parts of the community including the economy, health, and education.

Food Systems Study

A team representing University of California, Riverside, the City of Riverside, the Riverside Food Systems Alliance, Riverside Unified School District, and Kaiser Permanente are collaborating on a grant application to the Foundation for Food and Agriculture Research to seek funding to increase the understanding of the regional food system in an effort to better promote health, equity, and economic opportunities. The grant would fund development of a dynamic Community, Economic and Resources Evaluation System Model, to leverage knowledge and data gained from a plethora of existing investments in food systems interventions with similar overarching goals in order to:

- Gain insights from these interventions to understand their interdependence and how those relationships may lead to sustainable solutions to promote health and increase economic opportunities;
- To better understand the complexities of the food system, how components of the food system influence one another, and which interventions work best in specific environments;
- Understand how these interventions can be changed or combined to optimize their impact on the food system, overall community health, and the economy;
- Identify the food systems transformations that require additional investments to further impact; and
- Develop a transferable model tool replicable for other communities.

Budget

The application is for a $600,000 grant over four years, which requires a 50% ($300,000) cash match from the community. On November 8, 2017, WRCOG staff presented information on the Study and requested an allocation of $40,000 from Agency carryover funds, to be paid in $10,000 annual installments over the next four years, toward the required community match. The Study team has been successful in raising $240,000 in cash matches so far, and is reaching out to WRCOG and community-based organizations to assist with closing the remaining funding gap of $60,000.

WRCOG staff conducted an assessment of the Study as it aligns with WRCOG's goals and objectives. Staff applied the evaluation framework, or "Filter," that was developed during the Agency's October 2017 Visioning Session. The Filter includes 11 primary questions:

1. Will the program provide regional benefit – is the issue truly multi-jurisdictional?
2. Does the program show a strong nexus to the Agency's purpose – to unify Western Riverside County so that it can speak with a collective voice on important issues that affect its members while respecting local control?
3. Will the program complement WRCOG's existing programs?
4. Is there a high potential to make a difference?
5. Does WRCOG have the resources to be effective?
6. Will WRCOG's involvement provide a strong return on investment or "bang for your buck"?
7. Is this issue already being addressed by any other agency / agencies?
8. Is there something WRCOG can do that no other agency can?
9. Would WRCOG's involvement protect and support quality of life by promoting any one or more of the six quality of life promoting goal areas identified in the Sustainability Framework: economy, health, transportation, water / waste water, energy / environment, and education?
10. Is there a relevant model WRCOG could follow that other regional agencies have found to be effective to address this issue?
11. What other factors are important to consider with this particular issue?

The Food Systems Model Study was well supported by a majority of these questions, thus the Administration & Finance Committee recommended that WRCOG allocate funding to the Study team.

Prior Action:

November 8, 2017: The Administration & Finance Committee recommended funding $40,000 towards the required local match over four years.

Fiscal Impact:

Funding for the Local Match Food Program would come from the Fiscal Year 2016/2017 Carryover funds and allocated into the Government Relations budget when needed.

Attachment:

1. Administration & Finance Summary of Riverside Food Systems Model Study.

Item 4.E

Local Match for Riverside Food Systems Model Study

Attachment 1

Administration & Finance Summary of Riverside Food Systems Model Study

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UCR Food Systems Modeling ($10,000/year for 4 years)

- A food system is the path that food travels from field to fork and includes the inputs needed and outputs generated at each step.
- Various food systems projects have spawned across the subregion
- UCR researchers and regional partners are pursuing grant funding to:
  - Increase understanding of the regional food system and better promote health, equity, and economic opportunities
  - Develop a transferable tool for other communities to use

Consistency with WRCOG Priorities?
- Economic Development
- Health
- Energy / Environment

RFSA RIVERSIDE FOOD SYSTEMS ALLIANCE

FFAR The Foundation for Food and Agriculture Research

GROW LOCAL RIVERSIDE

UCR

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Western Riverside Council of Governments
Executive Committee

Staff Report

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

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

Date: **December 4, 2017**

The purpose of this item is to *provide an update on the financial audit of Fiscal Year (FY) 2016/2017, 2nd Quarter Budget Amendments for FY 2017/2018, and the annual TUMF compliance review for FY 2016/2017. Information regarding an Agency-wide compensation study is also provided.*

Requested Action:

1. Receive and file.

FY 2016/2017 Financial Audit

Auditors from Rogers, Anderson, Malody, & Scott (RAMS) concluded the interim and final fieldwork portion of the financial audit for the Agency. RAMS reviewed payroll, accounts payable, and all other areas of WRCOG's accounting system. The final draft of the financial statements was reviewed by the Finance Directors Committee on October 26, 2017, and the final Comprehensive Annual Financial Report (CAFR) was issued on October 31, 2017. Item 4.H contains the final CAFR, along with the Internal Controls and Management Discussion letters.

2nd Quarter Budget Amendment

December 31, 2017, marks the end of the second quarter for FY 2017/2018 and it is anticipated that the Administration & Finance Committee will receive a budget amendment request on January 10, 2018. The Technical Advisory Committee will receive the report on January 18, 2018, and the Finance Directors Committee will receive the report on January 25, 2018. It is anticipated that the Executive Committee will receive the report on February 5, 2018.

Annual TUMF Review of Participating Agencies

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

Financial Report Summary through September 2017

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

Prior Action:

November 8, 2017: The Administration & Finance Committee received and filed.

Fiscal Impact:

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

Attachment:

1. Financial Report summary – September 2017.

Item 4.F

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

Attachment 1

Financial Report summary – September 2017

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Western Riverside Council of Governments
Monthly Budget to Actuals
For the Month Ending September 30, 2017

Revenues	Approved 6/30/2018 Budget	Thru 9/30/2017 Actual	Remaining 6/30/2018 Budget
General Assembly	300,000	18,800	281,200
WRCOG HERO Residential Revenue	816,771	400,393	416,378
CA HERO Residential Revenue	7,639,575	1,399,513	6,240,062
SCE WREP Revenue	75,000	14,438	60,562
WRCOG HERO Residential Recording Revenue	182,775	79,200	103,575
CA HERO Residential Recording Revenue	1,508,036	245,520	1,262,516
CA First Residential Revenue	167,000	8,426	158,574
CA First Residential Recording Revenue	86,000	3,159	82,841
Other Misc Revenue	-	5,921	(5,921)
Active Transportation Revenue	150,000	80,567	69,433
RIVTAM Revenue	-	25,000	(25,000)
Commercial/Service - Admin Portion	101,097	14,753	86,344
Retail - Admin Portion	118,867	50,239	68,629
Industrial - Admin Portion	249,133	172,285	76,848
Residential/Multi/Single - Admin Portion	1,045,779	335,760	710,019
Multi-Family - Admin Portion	129,787	15,453	114,334
Commercial/Service - Non-Admin Portion	2,426,945	354,076	2,072,869
Retail - Non-Admin Portion	2,852,820	1,205,733	1,647,087
Industrial - Non-Admin Portion	5,979,195	4,134,842	1,844,353
Residential/Multi/Single - Non-Admin Portion	25,098,070	8,058,228	17,039,842
Multi-Family - Non-Admin Portion	3,114,890	370,869	2,744,020
Total Revenues	**62,996,435**	**16,993,175**	**46,003,261**
Expenditures			
Wages & Salaries	2,584,095	466,133	2,117,962
Fringe Benefits	739,956	175,167	564,789
Total Wages and Benefits	3,384,051	641,299	2,742,751
			-
Overhead Allocation	2,219,371	547,363	1,672,008
Audit Fees	27,500	10,200	17,300
Bank Fees	29,000	11,872	17,128
Commissioners Per Diem	62,500	12,000	50,500
Office Lease	427,060	34,312	392,748
Parking Validations	4,775	990	3,785
Event Support	112,600	19,293	93,307
General Supplies	66,536	2,566	63,970
Computer Supplies	12,500	1,732	10,768
Computer Software	18,000	11,577	6,423
Rent/Lease Equipment	35,000	6,308	28,692
Membership Dues	31,950	6,636	25,314
Subcriptions/Publications	6,500	153	6,347
Meeting Support/Services	12,100	921	11,179
Postage	8,155	1,265	6,890
Other Household Expenditures	4,880	666	4,214
Storage	1,000	3,502	(2,502)
Computer Hardware	1,000	1,643	(643)
Misc. Office Equipment	-	688	(688)
Communications-Regular	1,000	2,571	(1,571)

Communications-Long Distance	500	57	443
Communications-Cellular	12,677	1,723	10,954
Communications-Web Site	5,600	255	5,345
Equipment Maintenance - General	11,000	4,061	6,939
Equipment Maintenance - Computers	25,000	4,158	20,842
Insurance - General/Business Liason	72,950	32,756	40,194
PACE Recording Fees	1,862,811	177,979	1,684,832
Seminars/Conferences	24,550	2,400	22,150
General Assembly Expenditures	304,200	8,148	296,052
Travel - Mileage Reimbursement	15,700	3,564	12,136
Travel - Ground Transportation	13,100	208	12,892
Travel - Airfare	28,704	1,788	26,916
Meals	10,419	786	9,633
Other Incidentals	13,358	2,970	10,388
Training	14,321	4,427	9,894
Supplies/Materials	35,117	11,525	23,592
Consulting Labor	3,659,928	160,421	3,499,507
Consulting Expenses	72,865	33,966	38,899
TUMF Project Reimbursement	39,000,000	2,935,880	36,064,120
BEYOND Expenditures	2,052,917	19,707	2,033,210
Total General Operations	61,181,206	4,083,039	57,098,167
Total Expenditures	**64,565,257**	**4,724,338**	**59,840,918**

Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **Environmental Department Activities Update**

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

Date: **December 4, 2017**

The purpose of this item is to *provide an update on the Used Oil and Filter Exchange Program and events, and the status of community outreach activities.*

Requested Action:

1. Receive and file.

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

Used Oil Payment Program

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

Used Oil and Filter Exchange Events

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

Date	Event	Location
10/7/2017	Canyon Lake Annual Car Show	The Lodge City of Canyon Lake
11/4/2017	City of Temecula Used Oil Event	O'Reilly 33417 Temecula Parkway
11/18/2017	City of Riverside Used Oil Event	AutoZone, 4980 La Sierra Ave.
12/2/2017	City of Perris Used Oil Event	O'Reilly, 119 West Nuevo Rd.

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

Date	Event	Location	Time
12/16/2017	City of Eastvale Used Oil Event	AutoZone, 14228 Schleisman Rd.	9:00 am – 12:00 pm
1/6/2018	City of Murrieta Used Oil Event	AutoZone, 40950 California Oaks Rd.	9:00 am – 12:00 pm
1/20/2018	City of Jurupa Valley Used Oil Event	O'Reilly, 5691 Mission Blvd.	9:00 am – 12:00 pm
1/27/2018	City of San Jacinto Used Oil Event	AutoZone, 1540 S. San Jacinto Ave.	9:00 am – 12:00 pm

Community Outreach

America Recycles Day: America Recycles Day was celebrated locally this year on November 18, 2017. This local program is part of Keep America Beautiful, a nationally recognized day dedicated to promoting and celebrating recycling. Thousands of events are held across the U.S. to raise awareness about the importance of recycling and to encourage Americans to sign personal pledges to recycle and buy products made from recycled materials. On Saturday, November 18, 2017, the Riverside County Board of Supervisors Office hosted a free recycling and paper shredding event for area residents. Participants were able to drop off used tires (maximum of 9) and E-Waste. In addition, the County Department of Animal Services collected clean blankets, towels, and stuffed animals, as well as pet food for rescue animals. WRCOG's Environmental Department was among five local agencies supporting America Recycles Day.

Meetings and Conferences

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

Organics Lunch and Learn: Over 75 people attended the November 15, 2017, Lunch & Learn Workshop, "Organics Today, Clean Earth Tomorrow" in Wildomar. Local waste haulers, CR&R Environmental Services and Waste Management, presented their plans to help jurisdictions stay in compliance with CalRecycle's goal of reaching 75% diversion from landfills around the state. Keynote Speaker Hans Kernkamp, General Manager-Chief Engineer for Riverside County Department of Waste Resources, outlined the current state of county landfills and changes to follow. Those attending the half-day workshop were treated to a lunch catered by E.A.T. Temecula, whose owner and chef discussed the importance of locally grown produce and disposal of food waste. Recycling organics, food scraps, and green waste from commercial businesses and households throughout the state is critical to achieving the state's new goal of source reduction, recycling, anaerobic digestion and composting by 2020. Dolores Badillo, WRCOG Senior Analyst, moderated the afternoon panel presentations and discussion which included the following presenters: Maria Bhanukitsiri, Murrieta Food Pantry; Kyle Rodriquez, WRCOG staff; Jeff Kurtz and Scott Glascott, Promenade Mall; Wendi Rodriguez, Snowline Unified School District; Michael Silva, CR&R Environmental Services; Daniel Hagen, Waste Management; and Francis Bean, CalRecycle. Janet Morales from the City of Wildomar, and the Solid Waste

Committee Chairwoman, provided closing remarks. Upon feedback from attendees, WRCOG is considering implementing two annual Lunch and Learn workshops each year.

Prior Action:

November 6, 2017: The Executive Committee received and filed.

Fiscal Impact:

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

Attachment:

None.

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Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **Western Community Energy Activities Update**

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

Date: **December 4, 2017**

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

Requested Action:

1. Receive and file.

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

Power Charge Indifference Adjustment (PCIA) Update

There are two upcoming workshops regarding the PCIA, commonly referred to as Exit Fees, intended to provide a review of the current PCIA methodology. At each workshop, the host utility will provide an overview of the PCIA, its purpose, and how it is currently calculated. These presentations will be followed by a Question and Answer session.

As background, on June 29, 2017, the California Public Utilities Commission (CPUC) opened a proceeding (R17-06-026, which WRCOG and CVAG are party to) to consider alternatives to the amount that CCA and Direct Access customers pay in order to keep remaining Investor Owned Utility customers financially unaffected by their departure, which is required by legislation. Legislation also requires that departing customers do not experience cost increases as a result of an allocation of costs that were not incurred on behalf of the departing load. The PCIA is the mechanism to ensure that customers who remain with the utility do not end up taking on the long-term financial obligations the utility incurred on behalf of now-departed customers. Examples of such financial obligations include utility expenditures to build power plants and, more commonly, long-term power purchase contracts with independent power producers.

Workshop Information:

Los Angeles Area:

December 5, 2017
1 p.m. – 4 p.m.
SCE Energy Education Center
6090 N. Irwindale Ave.
Irwindale, CA 91702

San Diego:

December 6, 2017
10 a.m. – 1 p.m.
City of San Diego Construction Management & Field Services - NE Scraper Room 1st Floor
9573 Chesapeake Dr.
San Diego, CA 92123

Prior Actions:

November 6, 2017:	The Executive Committee received and filed.
October 19, 2017:	The Technical Advisory Committee 1) provided direction on establishing potential enrollment periods to join Western Community Energy.
August 7, 2017:	The Executive Committee 1) approved the CCA Joint Powers Agreement and Bylaws template, recognizing that it is a draft document to be finalized at a later time by the CCA; 2) approved the template agreement between WRCOG and the CCA for staffing services; 3) directed and authorized the Executive Director to negotiate and enter into an agreement with The Energy Authority to provide CCA Operational Services; and 4) directed the Executive Director to negotiate an agreement with EES for rate setting and regulatory services as described herein and direct legal counsel to submit a request for an opinion from the FPPC regarding conflict of interest concerns with said contract.
July 12, 2017:	The Administration & Finance Committee recommended the Executive Committee 1) approve the CCA Joint Powers Agreement and Bylaws; 2) approve the draft agreement between WRCOG and the CCA for staffing services; 3) direct and authorize the Executive Director to negotiate and enter into an agreement with The Energy Authority and EES Consulting to provide CCA Operational Services; and 4) authorize and direct the Executive Director to enter into an agreement, substantially as to form, not to exceed $100,000 with The Creative Bar for branding and marketing services.

Fiscal Impact:

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

Attachment:

None.

Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **WRCOG Committees and Agency Activities Update**

Contact: **Rick Bishop, Executive Director, rbishop@wrcog.us, (951) 955-8303**

Date: **December 4, 2017**

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

Requested Action:

1. Receive and file.

Attached are summaries of actions and activities from WRCOG standing Committee meetings that have taken place since the last Executive Committee.

Prior Action:

November 6, 2017: The Executive Committee received and filed.

Fiscal Impact:

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

Attachments:

1. WRCOG Committees Activities Matrix (Action items only).
2. Summary recaps from recent Committee meetings.

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Item 4.I

WRCOG Committees and Agency Activities Update

Attachment 1

WRCOG Committees Activities Matrix (Action items only)

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WRCOG Committees Activities Matrix (Action Items Only)

	Executive Committee	Administration & Finance Committee	Technical Advisory Committee	Planning Directors Committee	Public Works Committee	Finance Directors Committee	Solid Waste Committee
Date of meeting:	**11/6/2017**	**11/8/2017**	**Did not meet**	**Did not meet**	**11/9/2017**	**Did not meet**	**Did not meet**
Current Programs / Initiatives:							
Regional Streetlights Program	Received and filed.	n/a			Requested volunteers to participate in the Streetlight Work Group.		
Property Assessed Clean Energy (PACE) Programs	1) Received WRCOG PACE Program Summary; 2) accepted the City of Petaluma; 3) adopted a resolution declaring intent to modify the California HERO Program Report; and 4) directed WRCOG to defer the judicial foreclosure proceeding and directed the Executive Director to execute a purchase and sale agreement for WRCOG's collection rights to a third party for delinquent residential parcels and for one commercial parcel.	1) Recommended that the Executive Committee authorize the Executive Director to continue utilizing Baker Tilly to conduct future operational analyses / audits of its residential PACE Programs; 2) recommended that the Executive Committee authorize the Executive Director to execute a Professional Service Contract with Baker Tilly for operational analysis / audit of Renovate America, in an amount not to exceed $140,000 for the Fiscal Year 2016/2017.			n/a		
Community Choice Aggregation (CCA) / Western Community Energy	Received and filed.	n/a			n/a		
TUMF	1) Authorized the Executive Director to execute a TUMF Reimbursement Agreement with the City of Jurupa Valley for the Van Buren Boulevard Widening Project; 2) authorized the Executive Director to execute a TUMF Reimbursement Agreement with the City of Jurupa Valley for the Limonite Avenue Widening Project; 3) authorized the Executive Director to execute a TUMF Reimbursement Agreement with the City of Banning.	Received and filed.			1) Recommended the Executive Committee to approve the updated TUMF Calculation Handbook; 2) recommended the Executive Committee to approve the updated TUMF Improvement and Credit / Reimbursement Agreement template.		
Fellowship	1) Allocated $300,000 from Agency carryover funds for the remainder of the Public Service Fellowship, Round II; 2) allocated $400,000 from Agency carryover funds for the continuation of the Public Service Fellowship, with Round III commencing in January 2018.	n/a			n/a		
New Programs / Initiatives:							
EXPERIENCE	n/a	n/a			n/a		

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Item 4.I

WRCOG Committees and Agency Activities Update

Attachment 2

Soundbites from recent Committee meetings

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Western Riverside Council of Governments
Executive Committee Meeting Recap
November 6, 2017

Update from Morongo Band of Mission Indians

- Morongo Tribal Chairman Robert Martin reported on the many business, education, community, and philanthropic enterprises the Tribe undertakes to benefit its members and surrounding areas.
- The Morongo Indian Reservation includes 1,100 members, covers 37,000 acres (3rd largest in California), and administers a sophisticated government operation and many business ventures, including the Morongo Casino, Tukwet Golf Resort, Starbucks, In-N-Out Burger, among others.
- The Tribe's generous support for community members and students includes Thanksgiving Turkey donations, American Red Cross donations, public outreach and support for non-profits ranging from veterans and military groups, homeless shelters, family support services, educational services and hospitals.

Public Service Fellowship Program Funded for Future Round

- Round II of the WRCOG Public Service Fellowship is underway with 19 former UC Riverside and California Baptist University students working alongside member agency staff on a variety of projects including: General Plan updates, legislative research, grant writing, water quality analysis, marketing and communications, ordinance and policy development, budgeting, and event planning.
- The Fellows' onsite local government experience is supplemented with monthly networking sessions featuring presentations from career professionals and continual support from WRCOG and university advisors.
- Eight of the 13 Fellows who participated in Round I are employed locally. To continue this advantageous program for member agencies and help combat Riverside County's "brain drain" challenge, the Executive Committee allocated $400,000 for a third Round of the Program.

TUMF Update

- The Executive Committee approved reimbursement agreements for two projects in Jurupa Valley (Van Buren Blvd. widening for $455,000 and Limonite Ave. widening for $460,000) and one in Banning (Highland Springs Ave./I-10 Interchange for $2 million).

Western Riverside Council of Governments
Administration & Finance Committee Meeting Recap
November 8, 2017

Agency Visioning Session occurred on for October 12, 2017

- WRCOG conducted a joint committee meeting and agency visioning session to evaluate the Agency's critical goals and priorities. During the meeting, members highlighted regional strengths, weaknesses, opportunities and threats to the subregion.
- Ultimately, the meeting resulted in the creation of a framework to analyze potential new initiatives taken on by WRCOG including assessing each new idea based on cost/ benefit, amount of resources available and whether other organizations are already involved on the issue.
- Potential new ideas discussed at the meeting for WRCOG to consider included economic development and regional branding, water, communications and homelessness- to name a few.

Western Community Energy Activities Update

- Barbara Spoonhour, Director of CCA Development at WRCOG announced that template JPA and Bylaws have been drafted for the Western Riverside County CCA as it progresses to become its own stand-alone agency.
- WRCOG hired a local marketing firm to develop a brand, logo and marketing strategy for the CCA. Moving forward, the CCA will be referred by its newly adopted name: Western Community Energy: Your Neighborhood Power Authority.
- In addition, WRCOG is coordinating educational meetings and presentations to member jurisdictions on what a CCA is and how jurisdictions can join.
- WRCOG is continuing to work with the Energy Authority and EES Consulting to finalize the agency's prospective implementation process.

Public Service Fellowship Activities Update

- Round I of the Public Service Fellowship program matched 13 Fellows throughout member jurisdictions and to staff's knowledge most Round I Fellows are gainfully employed with 8 of those Fellows currently working throughout the public sector in Western Riverside County.
- Because of the success of Round I, a second round was launched earlier this year. Round II Fellows are currently working on a broad range of projects spanning from grant writing to general plan updates.
- Both the Technical Advisory and Administration and Finance Committees have voiced strong support of the program's achievements and are in support of launching a third round of the Fellowship.

Regional Streetlight Program Activities Update

- Tyler Masters, WRCOG staff, provided an update to the committee and announced that 11 member jurisdictions have been confirmed to acquire streetlights from Southern California Edison.
- All 11 of the participating jurisdictions are moving through the process and are in line to transition ownership of the lights from SCE by the end of the year.
- WRCOG has released an RFQ to solicit suppliers interested in retrofitting jurisdiction-owned streetlights to LED lightbulbs.

Western Riverside Council of Governments
Public Works Committee Meeting Recap
November 9, 2017

Agency Visioning Session occurred on for October 12, 2017

- WRCOG conducted a joint committee meeting and agency visioning session to evaluate the Agency's critical goals and priorities. During the meeting, members highlighted regional strengths, weaknesses, opportunities and threats to the subregion.
- Ultimately, the meeting resulted in the creation of a framework to analyze potential new initiatives taken on by WRCOG including assessing each new idea based on cost/ benefit, amount of resources available and whether other organizations are already involved on the issue.
- Potential new ideas discussed at the meeting for WRCOG to consider included economic development and regional branding, water, communications and homelessness- to name a few.

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Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **BEYOND Framework Fund Program Activities Update**

Contact: **Andrea Howard, Senior Analyst, ahoward@wrcog.us, (951) 955-8515**

Date: **December 4, 2017**

The purpose of this item is to *provide members of the Committee an update on the BEYOND Framework Fund Program including status updates on both Round I and Round II projects.*

Requested Action:

1. Receive and file.

The BEYOND Framework Fund Program is designed to enable member agencies to develop and implement plans and programs aimed at improving quality of life in Western Riverside County by addressing the goal areas outlined in WRCOG's Economic Development and Sustainability Framework.

Background

Piloted in Fiscal Year (FY) 2015/2016, the BEYOND Framework Fund supports development and implementation of local projects aligned with the six goal areas outlined in WRCOG's Economic Development and Sustainability Framework: economy, health, education, energy \ environment, water \ waste water, and transportation. To date, the Executive Committee has allocated a total of $4.1 million through two rounds of funding to BEYOND. The funding for BEYOND comes from FY 2015/2016 and FY 2016/2017 Agency carryover funds.

BEYOND operates approximately 18 - 24 month, overlapping, project cycles. Projects funded in Round I commenced in January 2016, with scheduled completion by the end of August 2017, while funding of Round II projects commenced in May 2017, with a scheduled completion by the end of November 2018. Below is a summary Program schedule:

BEYOND Program Schedule		
Project Milestone	**Round I**	**Round II**
Approved Projects Begin	1/29/2016	5/12/2017
Projects Completed By	8/31/2017 - 2/28/2017	11/15/2018
Final Progress Reports & Invoices Due	9/30/2017	12/15/2018

Round I of BEYOND provided $1.8 million to member jurisdictions, allocated according to a population-based formula in a single funding stream. Round II is operating three funding streams: 1) BEYOND Core, a central pot of funding allocating $2.05 million to WRCOG member agencies using a population-based formula; 2) BEYOND Team, a competitive fund for collaborative projects between multiple member agencies; and 3) BEYOND Health, a competitive fund for public health promoting projects.

Round I Projects Status

Round I is funding 32 projects, each supporting one or more of the Framework goal areas. The original Round I schedule calls for projects to incur all eligible project costs by August 31, 2017, and to submit all requests for reimbursement and progress reports by September 30, 2017; however, WRCOG is granting up to six-month extensions.

As of this writing, 18 projects have been completed, 11 projects have requested extensions, and three projects have been approved as multi-year efforts; the Water Task Force project, funded jointly by EMWD and WMWD, and one project each from the Cities of Riverside and Temecula, which are combing Round I and Round II funding for the same project.

Of the $1.8 million allocated through Round I, WRCOG has reimbursed $996k, leaving $803k remaining.

Among the completed Round I projects are:

- Riverside County Office of Education Foundation Scholars Program, which provided $30,500 in scholarships to local high school graduates
- Western Municipal Water District's SoCal Yard Transformation Guide, an artfully designed informational guide for water-wise landscaping, available free to local residents
- Phase one of the Perris Green City Farm project, a community garden demonstration center on the City Hall campus
- Environmental review for the Lions Park expansion project in the City of Banning

Attachment 1 summarizes all projects approved for funding through BEYOND Round I.

Staff is currently developing resources for those interested in completing projects similar to those included in Round I, using the materials shared with WRCOG staff through the application process and progress reports. These resources are tentatively planned for release beginning in late 2017 and will made available on a rolling basis as projects are completed.

Round II Projects Status

Fifty-one projects are receiving funding through the three Round II funding streams. Thirty-seven project Agreements have been fully executed, seven project Agreements are pending signature, and seven are awaiting additional information from the funded agency. Per the Program's Guidelines, jurisdictions may begin to incur project costs at any time, and do not need to wait for the Agreement to begin project activities. Once an Agreement has been fully executed, member agencies may request reimbursement for eligible project costs incurred within the current calendar year.

Below is a summary overview of Round II funded projects by funding stream (Core, Team, and Health):

BEYOND Core: WRCOG is funding 41 projects through BEYOND Core in Round II. Nine member agencies have divided their fixed Core allocation between two or more projects, leveraging the adaptability of the Program to meet a variety of needs with relatively unrestricted usage parameters. Attachment 2 summarizes all projects approved for funding through Round II BEYOND Core.

BEYOND Team: BEYOND Team is funding three collaborative projects, including $17,000 for the City of Perris in partnership with Eastern Municipal Water District and local agencies to augment BEYOND Core support for the City of Perris' HealthyCommunity50 Green City Farm Project, and $79,000 each for two applications submitted in partnership with multiple member agencies to address homelessness; one in the southwest region and the other in the northwest region.

BEYOND Health: BEYOND Health funding is being split between 14 jurisdictions, including nine which are augmenting BEYOND Core funding and three distinct projects. Two BEYOND Health awards were granted to

different agencies for the collaborative Regional Cancer Treatment Task Force in Southwest Riverside County.

Future Funding Rounds

The current, 18-month project schedule for BEYOND funding rounds, coupled with the project extensions that have been granted to one-third of Round I projects, means that the majority of the already programmed BEYOND funding is not scheduled to be fully expended until mid- to late-2018. Instead of tying up additional Agency resources in a Third Round of BEYOND immediately, staff recommends deferring discussion of programming Round III funding for one additional year and giving member agencies an opportunity to focus on completing current Round I and II Projects.

At the November 8, 2017, Administration & Finance Committee meeting, staff discussed with Committee members a plan to the start a third round of BEYOND funding in 2019 to allow for Round I and II projects to progress further.

Prior Action:

November 8, 2017: The Administration & Finance Committee received and filed.

Fiscal Impact:

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

Attachments:

1. BEYOND Round I Funding Award Summary.
2. BEYOND Round II Funding Award Summary.

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Item 4.J

BEYOND Framework Fund Program Activities Update

Attachment 1

BEYOND Round I Funding Award Summary

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City / Agency	Project Name	Funding	Project Description
City of Banning	Park Facilities Improvements	$39,300	The City of Banning has been approved to leverage BEYOND money as matching funds to finance an expansion and facilities update of Lions Park. If no match is available, they have proposed using the funds for smaller park facilities updates.
City of Calimesa	Clean Energy Vehicles for Calimesa	$36,177	The City of Calimesa is utilizing BEYOND funding as a match with AQMD AB 2766 funds to replace two vehicles in the City's hybrid/electric fleet.
City of Canyon Lake	Canyon Lake Water Monitoring	$3,724	The City of Canyon Lake is dedicating BEYOND funds to facilitate more frequent water testing of the Lake as necessitated by anticipated increases of run-off from El Nino storms.
	Economic Development	$32,812	The City of Canyon Lake is spurring economic development by posting monument signs, performing website maintenance, and completing land analysis for future development.
City of Corona	Corona Innovation Center	$147,600	The City of Corona is utilizing BEYOND funds to support improvements to a previously underutilized facility for use as a business development center.
City of Eastvale	SRTS: Radar Display Signs	$83,549	The City of Eastvale is utilizing BEYOND funds to support its Safe Routes to School campaign through the purchase and installation of 12 radar speed display signs.
City of Hemet	Downtown Specific Plan	$86,597	The City of Hemet is applying BEYOND funds, in conjunction with a SCAG planning grant, to support development of the City's updated Specific Plan and related documents.
City of Jurupa Valley	Farmer's Market	$20,000	The City of Jurupa Valley's Farmers' Market BEYOND project is utilizing funds to make requisite updates to the City's zoning code to allow for a Farmers' Market and will also support the establishment of the Farmer's Market.
	Healthy Jurupa Valley Support	$28,842	The City of Jurupa Valley's Healthy Jurupa Valley BEYOND project funds are supporting the initiative's five action teams which work to promote and implement healthy living initiatives in the city.
	Pedestrian and Bicycle Mobility Improvements	$20,000	The City of Jurupa Valley's Pedestrian and Bicycle Mobility Improvements BEYOND project will dedicate funds to identify city arterials appropriate for walking and biking corridors. Funds will then be used to install appropriate signage and perform necessary walkway upgrades.
	Chamber of Commerce Partnership	$20,000	The City of Jurupa Valley's Chamber of Commerce BEYOND project is supporting an initiative to build a partnership with the Chamber of Commerce and to develop educational programs that will promote the City's economic vitality.
	TOTAL FUNDS	$88,842	--

City / Agency	Project Name	Goal Area(s) Supported	Project Description
City of Lake Elsinore	Rosetta Canyon Park - Artificial Turf	$83,238	The City of Lake Elsinore is devoting BEYOND funds to finance a portion of the City's artificial turf installation at Rosetta Canyon Community Park which will include five softball/baseball fields, and one soccer/football field.
City of Menifee	Citywide Branding Effort - An Economic Driver	$87,039	The City of Menifee is dedicating BEYOND funds to support a two-stage economic development project beginning with a comprehensive evaluation of the City's economic environment, Stakeholder attitudes and perceptions, to inform the second stage development of a citywide branding effort.
City of Moreno Valley	Community Enhancement Program	$153,294	The City of Moreno Valley is dividing funds between 12 initiatives including a water station installation, materials and supplies support for three Safe Routes to School events, the replacement of 38 computers at the employment resource center, and bike rack installations.
City of Murrieta	Murrieta Energy Efficiency Project	$140,126	The City of Murrieta is utilizing BEYOND funds to finance energy improvement projects identified utilizing an energy audit under the direction of the Energy Network and the Western Riverside Energy Leadership Partnership (WRELP).
City of Norco	Two-Pronged Economic Development Marketing Strategy	$38,650	The City of Norco is utilizing BEYOND funds to support a two-pronged branding effort highlighting Norco as a dynamic business, and friendly environment; and hospitable destination of choice focusing on equine and related attractions.
City of Perris	Gateway Enhancement Signage Program	$42,640	The City of Perris is dedicating a portion of the City's BEYOND allocation to support the Gateway Enhancement Signage program--an effort to overcome perception challenges faced by the city and to optimize economic opportunities by installing a series of entry, way finding, and branding signs throughout the City's gateway streets and places of interest.
	Green City Farm Program	$42,640	The City of Perris is dedicating a portion of its BEYOND allocation to fund the Green City Farm project which will develop a Community Garden Demonstration Center exhibiting best practices in water-wise gardening, and healthy living opportunities.
	TOTAL FUNDS	$85,280	--
City of Riverside	Marketplace SPOT + TOD	$169,740	The City of Riverside is using BEYOND moneis to fund a SPOT+TOD project which is a community-based development plan and policy framework that will plan for a pedestrian bridge from Metrolink to downtown and development of the Metrolink area as a node of activity.

City / Agency	Project Name	Goal Area(s) Supported	Project Description
City of San Jacinto	Healthy San Jacinto	$41,471	The City of San Jacinto is leveraging BEYOND funding to meet a portion of its required match for its Strategic Growth Council Sustainable Communities Grant, which is funding the development of a comprehensive downtown specific plan. BEYOND funds will be specifically dedicated to the development of a Healthy San Jacinto Coalition which will mobilize community efforts around creating a healthy and sustainable community.
City of Temecula	Global Citizens Special needs Vocation Training (Teen Job Readiness)	$15,000	The City of Temecula is dedicating a portion of its BEYOND allocation to support the Global Citizens Teens with Special Needs program which provides jobs readiness training for adults with special needs. This project includes a comprehensive curriculum training participants for jobs in the viticulture and hospitality industries.
	Sam Hick's Monument Park Sustainable Landscaping Project	$20,000	The City of Temecula is dedicating a portion of its BEYOND allocation to support the Sam Hicks Monument Park Project which will replace existing landscaping with indigenous plants and permeable surfaces and install drip irrigation and interpretive signage.
	Emergency Management - Video Vignette	$2,500	The City of Temecula is requesting to dedicate a portion of its BEYOND allocation to support the production of a video vignette which will educate the public about best practices for local emergency preparedness efforts before, during, and after a catastrophic event.
	TVE2 Stem and Youth Enrichment	$15,000	The City of Temecula is dedicating a portion of its BEYOND allocation to support the TVE2 Stem and Youth Enrichment Program. BEYOND funds are being used to purchase 25 computer stations for the Junior Women's STEM Program , Future Physician Leaders , and Youth Legal Program.
	Grow Temecula Valley	$15,000	The City of Temecula is dedicating a portion of its BEYOND allocation to support the Grow Temecula Valley project's effort to promote buying local food and to highlight the region for tourists.
	Sixth Street Sidewalk Improvements	$72,857	The City of Temecula is dedicating a portion of its BEYOND allocation to support the Sixth Street Sidewalk Improvements project to regrade the sidewalks and install rolled curbs, promoting mobility for all abilities.
	TOTAL Funds	$137,857	--

City / Agency	Project Name	Goal Area(s) Supported	Description
City of Wildomar	Website Improvements Project	$39,814	The City of Wildomar is making improvements to the City website and updating its server to enhance the user interface for business owners and developers utilizing online permitting capabilities and optimized website capabilities.
RCOE	RCOE Foundation Scholars Program	$35,000	With BEYOND funds and an $85,000 grant from SCE, the Riverside County Superintendent of Schools' RCOE Foundation anticipates awarding between 7-14 student scholarships to "opportunity youth"/ at-risk students enrolled in RCOE programs such as Alternative Education, Court and Community Schools, County Foster Youth programs, Come Back Kids Charter and Riverside County Education Academy students. Student scholarships are anticipated to range between $2,500 and $5,000 per student.
Riverside County	County: Riverside County Sustainability Plan	$136,402	The County intends to use $136,000 of its allocation for a Sustainability Plan and/or Sustainability Element of its General Plan, incorporating and building from the WRCOG Economic Development & Sustainability Framework as well as other County-led initiatives. This project is still under development and WRCOG staff is working with County staff to finalize the project concept and scope of work.
	Riverside University Health System - Public Health: Healthy Development Checklist	$25,000	The County has allotted $25,000 of its allocation to the Department of Public Health to support development of a “Healthy Development Checklist” that will serve as a tool for planners to make recommendations to improve County of Riverside’s residents’ health through community design.
	TOTAL FUNDS	$161,402	--
Eastern Municipal Water District	Diamond Valley Lake & Skinner Lake Trails	$20,000	Eastern Municipal Water District is engaging Fehr & Peers to develop up to five project description sheets and photosimulations for Diamond Valley Lake & Lake Skinner trails or related active transportation facilities which will describe proposed active transportation routes, route segments, or intersections.
Western Municipal Water District	Customer Handbook: Using Water Efficiently in the Landscape	$20,000	WMWD will dedicate funds to support the creation of a water wise Landscaping web-based handbook with engaging written content, photos, links, and embedded videos. WMWD anticipates water savings of 7,240 acre feet and greater per year.

City / Agency	Project Name	Goal Area(s) Supported	Description
Morongo Band of Mission Indians	Dial-A-Ride Expansion	$35,000	The Morongo Band of Mission Indians is utilizing BEYOND funding to purchase an additional vehicle and fund a new full-time employee to operate an expanded Dial-A-Ride route to support transportation to jobs, medical services, education centers and other needs.
EMWD / WMWD	Water Task Force	$30,000	Eastern Municipal Water District and Western Municipal Water District have each dedicated a portion of their BEYOND allocation to fund the ongoing operation of the Water Task Force which may help to cover administrative costs, guest speaker expenses, marketing and meeting expenses.

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Item 4.J

BEYOND Framework Fund Program
Activities Update

Attachment 2

BEYOND Round II Funding Award
Summary

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Jurisdiction	Project Name	Framework Goal(s)	Project Summary
Banning	Lions Park Expansion	Health	The City of Banning is allocating BEYOND Round II Core funding toward design and park improvements for Lions Park. The park is currently 9.12 acres consisting of 3 baseball fields, snack bar, and a playground. The City is working to expand the park to include an additional 7.46 acres, to be used for two multi-purpose fields. Round I funding was applied to a portion of the cost of the requisite CEQA analysis for the park. Additional funding is anticipated to come from the County EDA and the City's Park fund.
Calimesa	Creekside Park Fitness Facilities	Health	The City of Calimesa is allocating BEYOND funding toward transforming Creekside Park into a Fitness Park by installing park grade fitness equipment stations. The installation will require relocation of existing fencing material to expand the park area; installation of rubberized safety surface around each fitness station; replacing existing benches, trash cans, and picnic tables to accommodate and encourage increased park usage.
Canyon Lake	Railroad Canyon Road Mobility Improvement Project	Transportation, Health	The City of Canyon Lake is allocating a portion of BEYOND funding toward the installation of pole-mounted radar speed signs. The project is in response to high auto speeds along Railroad Canyon Road, which connects to Lake Elsinore (west) and Menifee (east) where speed limits are both higher than Canyon Lake.
	Goetz Road Monument Project	Economic Development	The City of Canyon Lake is allocation BEYOND funding to branding and establishing its identity as a municipality amongst its neighboring cities. The City is utilizing a portion of BEYOND funds for a city monument at the entry point along Goetz Road, adjacent to Menifee's Audie Murphy Ranch residential development project.
	City Website	Economic Development	The City of Canyon Lake is allocating a portion of BEYOND funding to perform the annual website update to ensure the site continues to help inform, promote, and describe the City to website visitors.
Corona	Corona Innovation Center	Economic Development	The City of Corona is allocating BEYOND Core Round II funding to continue work on the BEYOND RI funded Corona Innovation Center. RII funds will support physical upgrades and ADA renovations to the economic development resource center.
Eastvale	Bus Shelters & Appurtenances	Transportation	The City of Eastvale is allocation BEYOND Core funding toward the installation of overhead bus shelters, benches, and/or a trash container at its more than 30 bus stops along Route 2 and Route 29.
Hemet	Pending	Pending	Pending

Jurisdiction	Project Name	Framework Goal(s)	Project Summary
Jurupa Valley	JV Chamber of Commerce	Economic Development	The City of Jurupa Valley is utilizing a portion of its BEYOND Core Round II funding to continue developing its partnership with the Jurupa Valley Chamber, focusing on business retention and small business development.
	Farmers Market	Energy and Environment, Health	The City of Jurupa Valley is utilizing a portion of its BEYOND Core Round II funding to support the continued operation and enhancement of the JV Farmers Market through market expansion and establishment of an ongoing marketing campaign.
	Marketing/Branding Program	Economic Development	The City of Jurupa Valley is utilizing a portion of its BEYOND Core funding to initiate a city-wide branding program to include development of a City brochure and other informational marketing.
	Radar Display Signs	Transportation, Health	The City of Jurupa Valley is utilizing a portion of its BEYOND Core funding to install up to 6 solar powered radar speed signs to enhance safety awareness of motorists when approaching school zones.
	Rubidoux Walking Corridor	Transportation, Health	The City of Jurupa Valley is utilizing a portion of its BEYOND Core Round II funding for enhancements to the Rubidoux Walking Corridor, established through BEYOND RI funds. Funding will go toward construction of informational kiosks at each end of the corridor, enhancement of the Edible Path to School, and installation of murals.
Lake Elsinore	Regional Cancer Taskforce + Temecula	Health, Economic Development	The City of Lake Elsinore is allocating a portion of its BEYOND Core funding to contribute toward the efforts of the SW Cities Cancer Services Taskforce. The Taskforce will hire a facilitator and perform a study to identify trends and regional needs in the area of Cancer services. Results of the assessment are intended to be used in planning for and attracting in-demand services to the region.
	Healthy LE Program	Health	The City of Lake Elsinore is allocating a portion of its BEYOND Core funding to support the Healthy LE Program. A majority of funding will be directed to hiring a part-time Graduate Student intern to support program activities. Additional funds will go toward project materials and event programming.
	Fit-Trails Equipment	Health	The City of Lake Elsinore is allocating a portion of its BEYOND Core funding to install fitness equipment stations at four parks throughout the city. The four parks were selected based on current activity and utilization levels, varied user types, disbursement of locations throughout the city, and existing walking path infrastructure.
Menifee	Communicating Menifee's Brand!	Economic Development	The City of Menifee is allocating a portion of its BEYOND Core Round II funding to build off of the RI Re-branding project to develop a marketing communication plan to include creating an independent economic development website and developing marketing materials.

Jurisdiction	Project Name	Framework Goal(s)	Project Summary
	Menifee Homeless Taskforce	Economic Development, Health	The City of Menifee is allocating a portion of its BEYOND Core funding to the Southwest Homeless Alliance Coalition, specifically for creating and printing marketing materials associated with the Coalition.
Moreno Valley	Community Enhancement Program II	Health, Energy & Environment, Transportation	The City of Moreno Valley is utilizing BEYOND funding for a multi-faceted project to promote active transportation, community engagement, and enhanced quality of life through ten tasks: (1) Community Cleanup Event, (2) Cyclocross Race, (3) Ride MoVal Community Bicycle Race, (4) 5K walk / Pet Adoption Fair Events, (5) Healthy Moreno Valley student campaign, (6) Juan Batista de Anza Trail raised crossing / SB821 Bicycle and Pedestrian Facilities from Bay Avenue to Cottonwood Street, (7) Mini-Round About Demonstration, (8) existing conditions Health Impact Assessment, (9) Community Health Element to General Plan, and (10) Exercise Equipment along Juan Bautista De Anza Trail.
Murrieta	Economic Development Site Selector Website	Economic Development	The City of Murrieta is utilizing a portion of BEYOND Core funds to develop a website in coordination with the Chamber of Commerce to provide comprehensive information to help new, expanding, and relocating businesses find the optimal location for success with the City of Murrieta. The website will utilize GIS software, real estate, demographic, workforce, and industry data to create this tool.
	HVAC Replacement at Murrieta Innovation Center	Energy and Environment	The City of Murrieta is utilizing a portion of BEYOND Core funds to replace 11 aging HVAC units and install new Title 24 compliant units. Round I funding had been programmed for this, but was reprogrammed for upgrades to the Police and Fire Department HVAC units.
Norco	Ensuring Safety Through Feedback Signs	Education, Health, Transportation	The City of Norco is utilizing BEYOND Core funding to purchase, install, and program 12-15 permanent speed feedback signs.
Perris	Well One	Health	The City of Perris, in partnership with Loma Linda University Dental School, and Lake Perris SDA Church, are organizing a bi-monthly dental clinic to serve the community to be integrated into an existing community medical and mental health clinic. Perris residents are granted first priority for appointments, but walk-ins from all areas are welcome. Funds will buy equipment and supplies. The clinic will be largely staff by volunteers, including volunteer dental students and professors.
	Perris green City Farm/HealthyCommunity50	Health, Education, Energy & Environment	Perris was one of 50 awardees for the national HealthyCommunity50 Challenge, to compete to develop practical, evidence-based strategies to improve measurable health outcomes and promote health and wellness, equity and social interaction. Perris' strategy focuses on healthy food access and is seeking funding to expand its network of community gardens. Funds will focus on developing a goal of 31 gardens.

Jurisdiction	Project Name	Framework Goal(s)	Project Summary
Riverside	The Marketplace TOD & Mobility Hub Specific Plan Update	Economic Development, Transportation	The City of Riverside is combing its Round I and Round II funding allocation for development of a Marketplace TOD & Mobility Hub Specific Plan in the area around the Downtown Metrolink Station. With BEYOND funds, the City will prepare a two phased plan to (1) develop a baseline infrastructure opportunities and constraints plan, and (2) create an implementable Mobility Hub Specific Plan. The City seeks to collaborate with RTA to plan for the area.
San Jacinto	Pending	Pending	Pending
Temecula	Temecula Youth Project Construct	Economic Development, Education	The City of Temecula is utilizing a portion of its BEYOND Core funding to create the Temecula Youth Construct project which aims to bridge the gap between educational attainment and vocational skills and offer an avenue, for students who do not attend college, to gain skills that will allow them to be successful within the community.
	Regional Cancer Taskforce + Lake Elsinore	Economic Development, Health	The City of Temecula is utilizing a portion of its BEYOND Core funding to contribute toward the efforts of the SW Cities Cancer Services Taskforce. The Taskforce will hire a facilitator and perform a study to identify trends and regional needs in the area of Cancer services. Results of the assessment are intended to be used in planning for and attracting in-demand services to the region both to support health outcomes and economic development.
	Emergency Management System	Health,	The City of Temecula is utilizing a portion of its BEYOND Core funding to host a one-day regional Emergency Management Summit, for the purpose of convening regional first responders, emergency managers, elected officials, businesses, and the general public to discuss emergency preparedness for the region.
	Intergenerational Horticulture Program	Education, Economic Development	The City of Temecula is utilizing a portion of its BEYOND Core funding to support the public-private partnership between the City and Our Nicholas Foundation which offers specialized vocational skill training for teens, adults, and seniors with special needs. Modeled after the RI BEYOND Funded Global Citizens Special Needs project, the Horticulture Program would be designed to teach basic skills that encompass cultivation of plants, vegetable gardening, landscaping, irrigation, and basic business practices for all ages with special needs from several communities in Western Riverside County.
	Bicycle Sharrows	Transportation, Health, Energy & Environment	The City of Temecula is utilizing a portion of its BEYOND Core funding to install 70 sharrows (or shared lane markings) divided between five areas surrounding schools in Temecula providing critical connections between local neighborhoods and schools as identified by the Trails and Bikeways Master Plan.

Jurisdiction	Project Name	Framework Goal(s)	Project Summary
	Industry Sector Promotions/Site Visits & Surveys	Economic Development	The City of Temecula is utilizing a portion of its BEYOND Core funding to create marketing pieces/strategies specific to industry sectors that are growing in Temecula: craft brewing, high tech, advanced manufacturing, and specialty retail. Additionally, the City's Economic Development team will conduct in-depth site visits with existing businesses to better understand their operations and needs.
	Government Leadership Program for Youth (GLPY)	Education	The City of Temecula is utilizing a portion of its BEYOND Core funding to purchase equipment that will support the City's Government Leadership Program for Youth which facilitates interaction and communication between school districts, high school students and City staff in order to foster engagement.
	Sixth Street Sidewalk Improvements	Transportation, Health	The City of Temecula is utilizing a portion of its BEYOND Core funding to design and construct sidewalk improvements on the north side of Sixth Street, between Mercedes Street and the entrance to the Mary Philips Senior Center.
City of Wildomar	Signage Enhancement Program	Economic Development	Pending
	Website Enhancement Part 2	Economic Development	The City of Wildomar will enhance the City website, funded through BEYOND Round I, by purchasing cashiering and business registration modules.
County of Riverside Round I & II	District 1 Homeless Intervention and Mitigation Program	Health, Economy	District One will enter into a partnership with Path of Life to administer a homeless intervention program, providing support services that fill traditional funding gaps in rehousing individuals, including rental deposits, utility payments, and household supplies.
	District 2 TBD		The County of Riverside will be dividing Round I and Round II BEYOND allocations, less a total of $50,000 which has been directed to Public Health, to projects at the supervisorial district level. Each is allocated $72,164.08. The Third District has $52,164 remaining, after allocating $20,000 to the Cancer Taskforce.
	District 3 TBD		The County of Riverside will be dividing Round I and Round II BEYOND allocations, less a total of $50,000 which has been directed to Public Health, to projects at the supervisorial district level. Each is allocated $72,164.08.
	District 5 TBD		The County of Riverside will be dividing Round I and Round II BEYOND allocations, less a total of $50,000 which has been directed to Public Health, to projects at the supervisorial district level. Each is allocated $72,164.08.
Riverside University	Building Capacity for Implementation --	Economic Development, Health	RUHS-PH is using $25,000 from the Round II County BEYOND Core allocation to expand upon and support implementation of the Bi-County Healthy Development Checklist.

Jurisdiction	Project Name	Framework Goal(s)	Project Summary
Health Systems - Public Health	Healthy Development Checklist		
Eastern MWD	EMWD Sustainability Center Feasibility Study	Water, Energy & Environment, Health, Economic Development, Education	EMWD is utilizing BEYOND Core funding to perform a feasibility analysis of siting a Sustainability Center near its Perris office campus.
Western MWD	Water Use Efficiency Master Plan & Conservation Outreach Plan		WMWD is utilizing BEYOND funds to update the Water Use Efficiency Master Plan (Plan) that will guide new customer programs and outreach over the next five years.
Superintendent of Schools	Meta THINK	Education	The Riverside County Office of Education is utilizing BEYOND funding to partner with Meta THINK and local school districts to address chronic absenteeism by working with parents, communities, and school administrators. The Program's aim is to improve student success as chronic absence is a strong indicator of poor performance.
Morongo Band of Mission Indians	Morongo Dial-A-Ride Program	Transportation	The Morongo Band of Mission Indians is utilizing BEYOND Round II funding to support continued operation of the Dial-A-Ride program which was initiated with BEYOND Round I funding. The Program provides access within and from the Reservation to such destinations as employment, educational centers, and health care facilities.
Multiple: Cities of Lake Elsinore, Menifee, Murrieta, Temecula, and the County	Regional Cancer Services Task Force	Education, Economic Development	The Taskforce will hire a facilitator and perform a study to identify trends and regional needs in the area of Cancer services. Results of the assessment are intended to be used in planning for and attracting in-demand services to the region both to support health outcomes and economic development. BEYOND funding comes from Core and Health allocations.
BEYOND Team: City of Perris, Eastern Municipal Water District	Healthy Community 50/Perris Green City Farm	Health, Energy & Environment	The City of Perris was one of 50 awardees for the national HealthyCommunity50 Challenge, competing to develop practical, evidence-based strategies to improve measurable health outcomes and promote health, wellness, equity, and social interaction. Perris' strategy focuses on healthy food access and is seeking funding to expand its network of community gardens. Team funds would support development of 10+ new gardens; the total goal is 31 gardens.

Jurisdiction	Project Name	Framework Goal(s)	Project Summary
BEYOND Team: Cities of Lake Elsinore, Menifee, Murrieta, Wildomar, and Temecula	Regional Homeless Alliance (Southwest Cities)	Economic Development, Education, Health, Transportation, Energy & Environment	The goal of the Regional Homeless Alliance is to achieve functional zero homeless. BEYOND Team funds would support development of a more comprehensive regional program by building on the existing foundation with a focus on immediate needs: beds, outreach, housing options and coordination of services. Specific activities will include (1) development of a Community Asset Assessment and Roadmap to address future needs, (2) development of formal housing navigation process, and (3) development of a replicable, coordinated entry system through outreach, housing navigation and low barrier supportive services. Specific tasks include hiring a part-time homeless outreach coordinator and part-time housing navigator, management of five full-time units for rapid rehousing, and provision of emergency shelter for an average of three individuals/families per night.
BEYOND Team: Cities of Corona, Jurupa Valley and Lake Elsinore, and the County of Riverside	Western Riverside Homeless Alliance	Economic Development, Health, and Education	Western Riverside Homeless Collaborative' s (WRHC) main objective is to stabilize homeless people through the use of shelters, permanent housing, and assistance programs to reduce homelessness in the subregion. The WRHC aims to achieve this objective by adopting a comprehensive regional approach to programming, performing asset mapping, strategic capacity building, and coordinated placement and case management. Specific tasks to be completed include: (1) hiring Homeless Facilitators, (2) creating a subregional Leadership Committee, (3) performing Asset Mapping, (4) assembling a Law Enforcement Case Conferencing Team, (5) identifying faith-based and other access points for a Coordinated Entry System, (6) Responsible Compassion and love Your Neighbor Campaign, and (7) Performance Measurement.

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Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **Clean Cities Coalition Activities Update**

Contact: **Christopher Tzeng, Program Manager, ctzeng@wrcog.us, (951) 955-8379**

Date: **December 4, 2017**

The purpose of this item is to *provide a briefing for the Clean Cities Coalition, an on-going Program to encourage the purchase and use of alternative fueled vehicles within the WRCOG subregion.*

Requested Action:

1. Receive and file.

WRCOG recently held its quarterly meeting on November 1, 2017; below is a summary of the meeting.

Clean Cities Coalition Chair and Vice-Chair Elected

The Clean Cities Coalition members nominated and voted for Chair and Vice-Chair positions. The Chair will be Eric Lewis from the City of Moreno Valley. The Vice-Chair will be Marsie Rosenburg Gutierrez from the Riverside University Health System – Public Health (County Department of Public Health). The positions of Chair and Vice-Chair for the Clean Cities Coalition are typically ceremonial – there are no responsibilities outside of leading meetings. WRCOG staff will assist in running the meetings and putting together all necessary meeting agendas, notes, and logistics.

New Clean Cities Coalition Coordinators

WRCOG released a Request for Proposal (RFP) for On-Call Planning Services in March 2017. Based on WRCOG priorities in the near-term, WRCOG sought support for the Clean Cities Coalition, so one of the disciplines included in the RFP was Clean Cities Coalition support. One consulting firm submitted a proposal (Kearns & West) for this discipline, and the reviewers of the proposal, which included member and partner agencies and WRCOG staff, concluded the proposal qualified to provide assistance for the Clean Cities Coalition.

Kearns & West will be taking over Clean Cities Coordinator duties, with direction from WRCOG staff. The Coalition structure and meeting format will not change – any topics members would like to discuss or like more information on will drive the Coalition's meeting agenda's and information sharing. Staff from Kearns & West have previous direct experience in Clean Cities Coordinator duties, so WRCOG anticipates a seamless transition. Based on Kearns & West's experience, the Clean Cities Coalition should excel and grow with informational and current topics that will benefit members. They also have industry contacts that will provide even more informative meetings and events.

Fuel Cell Presentation

Keith Malone, California Fuel Cell Partnership, provided a presentation on the status of Hydrogen Fuel Cell Vehicles and fueling infrastructure in California. The presentation included information on available vehicles,

and well as current and future fueling infrastructure.

MSRC Local Government Partnership Program

The Coalition is continually seeking information on new sources of funding for members. Daniel Wong, South Coast Air Quality Management District (AQMD), provided an update on two programs which provide funding for the purchase of alternative fuel vehicles, the installation of related charging and fueling infrastructures, and other air quality related activities. These programs are the Mobile Source Air Pollution Reductions Review Committee (MSRC) Local Government Partnership Program and funding activities related to the Volkswagen Group Settlement.

With the goal of advancing AQMD's Air Quality Management Plan, the MSRC is partnering directly with cities and counties in the South Coast Air Basin, providing funding through the Local Government Partnership Program. The Program will fund eligible projects that employ air quality improvement measures, more specifically adoption of zero- and near-zero emission vehicles and related infrastructure.

The Program sets aside a pro-rata (population based) share of MSRC funding for each city and county in the South Coast Air Basin which participate in the AB 2766 Motor Vehicle Registration Fee Program. The funds are automatically assigned to each jurisdiction; grants are not competitive, and each jurisdiction will receive no less than $50,000.

Eligible categories include:

- Light-duty Zero Emission Vehicle Purchases or Leases
- Medium & Heavy-Duty Zero Emission Vehicle Purchases
- Near-Zero Emission Heavy-Duty Alternative Fuel Vehicle Purchases & Repowers
- Electric Vehicle Charging Infrastructure (EVSE) Installation
- Alternative Fuel Refueling Infrastructure New Construction or Expansion

Smaller cities – those that receive the $50,000 minimum – can also use funding for other types of projects, including:

- Traffic Signal Coordination and Synchronization Projects
- Bicycle Active Transportation Projects
- First Mile/Last Mile Strategies

Volkswagen Group Settlement

As part of the Volkswagen Group Settlement, the California Air Resources Board may be administering funding for alternative fuels and vehicles. More information is forthcoming, and members will receive updates on the funding as it develops.

Regional Transportation Summit

The Clean Cities Coalition, in partnership with the City of Moreno Valley, is planning a regional Transportation Summit, to be held on January 17, 2018; time to be determined. Clean Cities Coalition members are encouraged to submit ideas for format, content, activities, etc. The event is scheduled to be held at the Moreno Valley Conference and Recreation Center, in Moreno Valley (14075 Frederick Street, Moreno Valley, 92552).

Prior Action:

May 18, 2017: The Technical Advisory Committee received and filed report.

Fiscal Impact:

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

Attachment:

None.

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Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **PACE Programs Activities Update and PACE Program Public Hearing**

Contact: **Casey Dailey, Director of Energy & Environmental Programs, cdailey@wrcog.us, (951) 955-7282**

Date: **December 4, 2017**

The purpose of this item is to *provide an update on the WRCOG PACE Programs, request the Committee's authorization to enter into an agreement with Baker Tilly to conduct an operational analysis / audit of Renovate America for the Fiscal Year 2016/2017 and to outline staff's plan for conducting future operational analyses / audits of its PACE Providers, as well as provide an update on the WRCOG PACE Consumer Protections Policy.*

Requested Actions:

1. Receive WRCOG PACE Program Summary.
2. Conduct a Public Hearing regarding the inclusion of the City of Petaluma for purposes of considering the modification of the Program Report for the California HERO Program to increase the Program Area to include such additional jurisdictions and to hear all interested persons that may appear to support or object to, or inquire about the Program.
3. Adopt WRCOG Resolution Number 46-17; A Resolution of the Executive Committee of the Western Riverside Council of Governments confirming modification of the California HERO Program Report so as to expand the Program area within which contractual assessments may be offered.
4. Authorize the Executive Director to continue utilizing Baker Tilly to conduct future operational analyses / audits of its residential PACE Programs.
5. Authorize the Executive Director to execute a Professional Service Contract with Baker Tilly for operational analysis / audit of Renovate America, in an amount not to exceed $140,000 for the Fiscal Year 2016/2017.

Launch of New PACE Programs

WRCOG is pleased to announce that two additional PACE Programs have launched in the subregion. PACE Funding, based in Los Gatos, launched on November 10, 2017. Spruce PACE, based in San Francisco, launched on November 14, 2017. Both Programs are now accepting project applications, and expect to fund projects by the end of 2017.

A WRCOG member agency always retains the right to adopt any PACE Program that is not participating under WRCOG's PACE Umbrella. The member agency also may "opt-out" of any WRCOG PACE Program and would do so by adopting a resolution that can be requested from WRCOG staff.

Overall PACE Program Update

The following table provides a summary of all residential projects that have been completed under the WRCOG PACE Programs through November 21, 2017:

WRCOG Residential PACE Programs			
PACE Program	**Projects Completed**	**Total Project Value**	**Product Type Installed**
WRCOG HERO	25,281	$496,735,905	HVAC: 31.6% Solar: 25.3% Windows/Doors: 16.6% Roofing: 5.2% Landscape: 9.6%
California HERO	55,765	$1,205,431,879	HVAC: 32.2% Solar: 21.8% Windows/Doors: 17.5% Roofing: 10.2% Landscape: 8.2%
CaliforniaFIRST	93	$3,002,562	Solar: 45.9% Windows/Doors: 14.3% HVAC: 14.1% Roofing: 11.5% Landscape: 8.5%
Total:	**81,139**	**$1,705,170,346**	

The following table provides a summary of the total estimated economic and environmental impacts for projects completed in both the WRCOG and the California HERO Programs to date:

Economic and Environmental Impacts Calculations	
KW Hours Saved – Annually	768 GWh
GHG Reductions – Annually	188,168 Tons
Gallons Saved – Annually	506 Million
$ Saved – Annually	$98 Million
Projected Annual Economic Impact	$2.9 Billion
Projected Annual Job Creation/Retention	14,453 Jobs

Public Hearing and Related Resolution

On June 3, 2013, the Executive Committee, acting in accordance with Chapter 29 of the Part 3, Division 7 of the Streets and Highways Code, conducted a public hearing to consider formally establishing the Program. At the conclusion of the public hearing the Executive Committee adopted its Resolution Number 10-13 confirming the Program Report for the Program and establishing the Program.

The City of Petaluma recently took action to become an Associate Member of WRCOG, thereby enabling the Executive Committee to undertake proceedings to increase the area within which voluntary contractual assessments may be offered pursuant to the Program (the "Program Area") to include the jurisdiction of such an Associate Member.

For the December 4, 2017, Executive Committee meeting, staff is presenting the revised Appendix B "Boundary Map" from the Program Report for consideration and potential approval; the Executive Committee will hold a public hearing to consider increasing the Program Area to include the aforementioned Associate Member and, following the closing of the public hearing, will be asked to consider the adoption of WRCOG Resolution Number 46-17 (Attachment 4), approving the revised Appendix B "Boundary Map" from the Program Report (Attachment 5).

Operational Analysis / Audit Update

Current Renovate America Fiscal Year (FY) 2015/2016 Operational Analysis / Audit: Undertaking an operational analysis / audit of WRCOG's PACE providers is part of WRCOG's PACE Consumer Protections and funding for the audit is provided by annual carryover revenues; the amount of the audit is based on a sliding scale and determined by the size of the funding partner and the number of assessments selected for sampling. Staff initiated its first analysis / audit of Renovate America in October 2016 to cover the FY 2015/2016. In June 2016, staff initiated a Response for Proposals (RFP) process and in August 2016, the Executive Committee selected Baker Tilly to complete the analysis / audit. On October 3, 2016, the Executive Committee approved a contract between WRCOG and Baker Tilly to perform an operational analysis / audit of Renovate America for FY 2015/2016.

Over the past year, Baker Tilly has been working with WRCOG and Renovate America to complete its operational analysis / audit of Renovate America. The final report is currently in draft form and all parties are working together to finalize the report. Once finalized, staff anticipates providing an update, most likely in the next month or two.

Future Operational Analysis / Audits: Since WRCOG went through an RFP process for the selection of Baker Tilly and found that this type of analysis / audit was new to the market, staff is requesting that the Committee recommend approval for WRCOG continuing utilizing Baker Tilly, given its recent experience and knowledge of PACE, to conduct future PACE operational analysis / audits of its Residential PACE Providers.

For Renovate America, which administers the HERO Program, staff is recommending moving forward with a contract to have an operational analysis / audit for FY 2016/2017 completed. A copy of the draft agreement is attached for members review (Attachment 6).

For the new PACE providers under the WRCOG umbrella, the operational analysis / audit would occur after one full fiscal year of operations. For the CaliforniaFIRST Program, administered by Renew Financial, would mean an analysis / audit would be conducted for FY 2017/2018. Staff will bring forward at that time a contract for Committee review and approval. Audits for the newly launched PACE Programs (PACE Funding and Spruce PACE) would take place in FY 2018/2019 to audit FY 2017/2018.

Consumer Protection Policy Update

Background: On December 7, 2015, the Executive Committee adopted a Consumer Protections Policy (CPP) for Property Assessed Clean Energy (PACE) providers. The policy serves as a set of comprehensive industry consumer protection standards that PACE providers are required to abide by in order to operate under the WRCOG umbrella. The WRCOG CPP is structured to reflect legislation changes and consumer protection practices as they emerge.

New Legislation: On October 4, 2017, Governor Brown signed into law two PACE-related pieces of legislation: SB 242 and AB 1284. WRCOG supported SB 242, which established and codified enhanced consumer protections for PACE Programs throughout the state, while AB 1284 created a framework for statewide oversight of PACE providers and contractors through the California Department of Business Oversight (DBO).

WRCOG is in the process of updating the current CPP to be consistent with AB 1284 and SB 242, as well as incorporating certain changes adopted by PACE Nation's Consumer Protections Policy version 2.0. Once the updated CPP is complete, WRCOG staff will share with its PACE providers for their comment and input; staff will then bring the CPP back to the Administration & Finance Committee and Executive Committee for consideration and adoption. The goal is to have an updated CPP adopted by the Executive Committee in January 2018.

Some Key Changes to the Consumer Protection Policy Will Include:

1. **Right to Cancel**. WRCOG's CPP currently requires the property owner be given the right to cancel the contractual assessment on or before midnight of the third business day. With the addition of SB 242, if the financing is cancelled (unless the property owner waives their rights), the Home Improvement Contract between the property owner and the contractor will also be cancelled – effective January 1, 2018.

2. **Confirmed Terms Call**. If confirmation of terms was made in another language other than English, the provider will deliver in writing the disclosures, contract, and agreement including, but not limited to the following: assessment contract documents, financing estimate and disclosure, and right to cancel form – effective January 1, 2019. The legislation also adds additional verbal disclosures such as the Program is placing a lien on the property, and if the property owner misses their tax payment the Program has a right to foreclose.

3. **Income verification and ability to pay**. A provider shall consider the monthly debt obligations of the property owner to determine a property owner's ability to pay the annual payment PACE assessment obligations using reasonably reliable 3rd party record – effective April 1, 2018.

4. **Prohibition on compensating contractors beyond the cost of a home improvement project**. Prohibits program administrator from providing direct / indirect cash payments or anything of a material value to a contractor or 3rd party that is in excess of the actual price charged. Additionally, the reimbursement is capped at $100 per each salesperson – effective January 2, 2018.

Prior Actions:

November 8, 2017: The Administration & Finance Committee 1) recommended that the Executive Committee authorize the Executive Director to continue utilizing Baker Tilly to conduct future operational analyses / audits of its residential PACE Programs; 2) recommended that the Executive Committee authorize the Executive Director to execute a Professional Service Contract with Baker Tilly for operational analysis / audit of Renovate America, in an amount not to exceed $140,000 for the Fiscal Year 2016/2017.

November 6, 2017: The Executive Committee 1) received WRCOG PACE Program Summary; 2) accepted the City of Petaluma as Associate Member of the Western Riverside Council of Governments; 3) adopted WRCOG Resolution Number 45-17; A Resolution of the Executive Committee of the Western Riverside Council of Governments Declaring its intention to modify the California HERO Program Report so as to increase the Program area within which contractual assessments may be offered and setting a public hearing thereon; and 4) directed WRCOG to defer the judicial foreclosure proceeding and to direct the Executive Director to execute a purchase and sale agreement for WRCOG's collection rights to a third party for 237 delinquent residential parcels totaling $697,431.96 and to SAMAS Capital for one commercial parcel for $7,548.20.

Fiscal Impact:

Funding for the Fiscal Year 2016/2017 Operational Analysis audit of Renovate America will come from a 2nd quarter budget amendment in an amount of $140,000.

Attachments:

1. WRCOG PACE Program Summary.
2. WRCOG HERO Snapshot.
3. CA HERO Snapshot.
4. WRCOG Resolution Number 46-17; A Resolution of the Executive Committee of the Western Riverside Council of Governments confirming modification of the California HERO Program Report so as to expand the Program area within which contractual assessments may be offered.
5. Revised Exhibit B of the California HERO Program Report Revised December 4, 2017.
6. Draft Professional Service Contract between WRCOG and Baker Tilly for operational analysis / audit of Renovate America, in an amount not to exceed $140,000 for the Fiscal Year 2016/2017.

Item 5.A

PACE Programs Activities Update
and PACE Public Hearing

Attachment 1

WRCOG HERO Program Summary

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HERO Program Summary Update

(Launch through 11/21/17)

City	Approved Apps	Approved Amount
Banning	570	$16,130,454
Calimesa	185	$7,781,917
Canyon Lake	582	$31,613,250
Corona	3,322	$187,849,133
County	6,485	$330,163,551
Eastvale	885	$57,764,265
Hemet	1,263	$34,081,573
Jurupa Valley	2,168	$93,360,114
Lake Elsinore	1,527	$61,960,401
Menifee	2,772	$104,551,695
Moreno Valley	5,078	$180,270,833
Murrieta	2,844	$138,603,046
Norco	754	$45,221,133
Perris	1,075	$36,415,768
Riverside	6,309	$277,110,993
San Jacinto	805	$24,472,121
Temecula	2,664	$142,334,576
Wildomar	968	$39,869,773
	40,256	$1,809,554,595

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PACE Programs Activities Update
and PACE Public Hearing

Attachment 2

WRCOG HERO Snapshot

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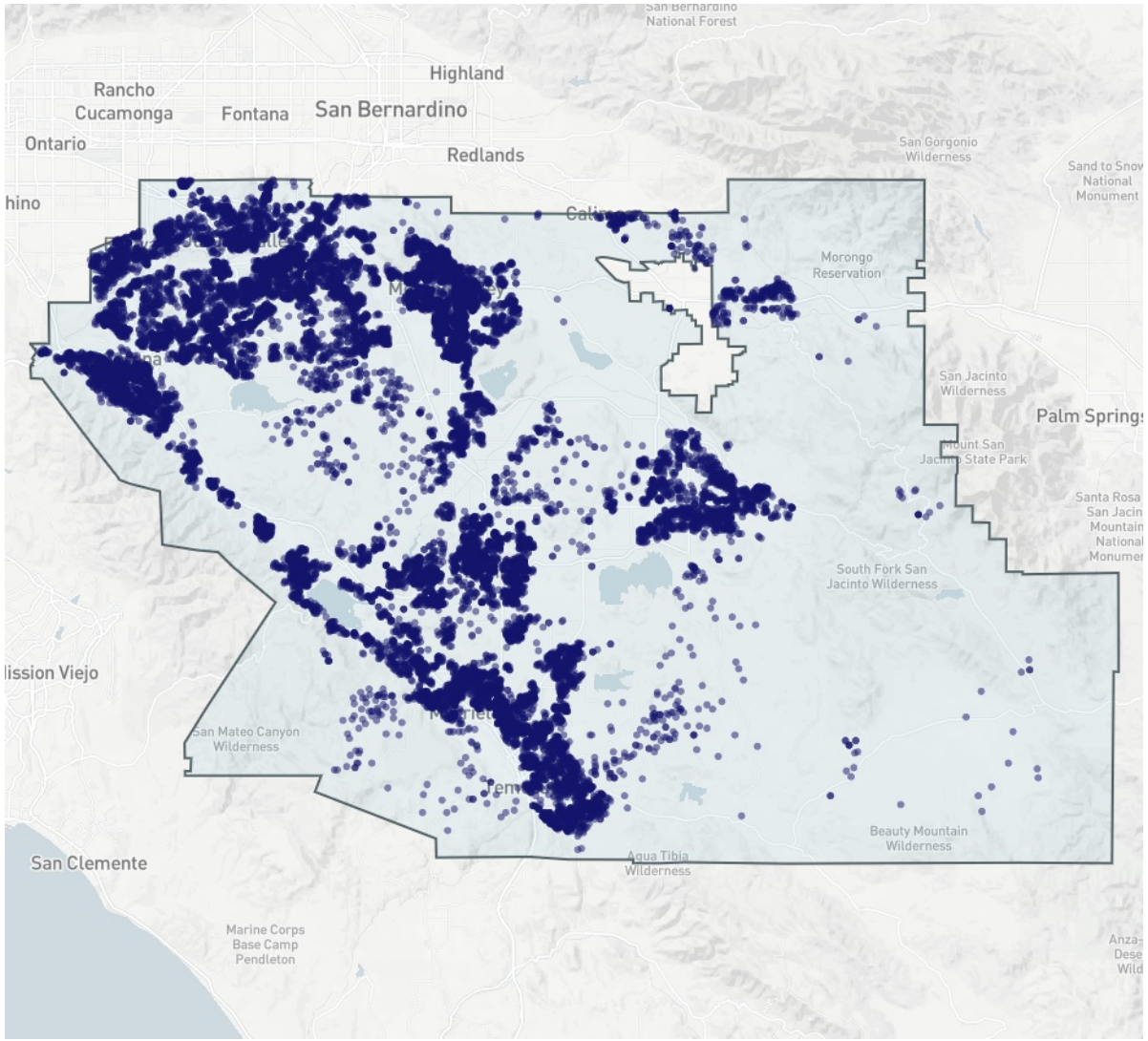
WRCOG - Western Riverside Council of Governments

21,512 Homes Improved

12/14/2011
HERO Launch Date

922,405
Housing Count

12/14/2011 - 11/21/2017
Report Range



Improvements

Type	Total Installed	Bill Savings
Energy	29.0K	$331M
Solar	13.8K	$584M
Water	2,100	$18.3M

Lifetime Impact

Applications Submitted	59.0K
Applications Approved	40.3K
Funded Amount	$497M
Economic Stimulus	$861M
Jobs Created	4,220
Energy Saved	3.56B kWh
Emissions Reduced	963K tons
Water Saved	1.94B gal

Learn how these numbers are calculated at https://www.herogov.com/faq

855-HERO-411
gov@heroprogram.com

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Item 5.A

PACE Programs Activities Update
and PACE Public Hearing

Attachment 3

CA HERO Snapshot

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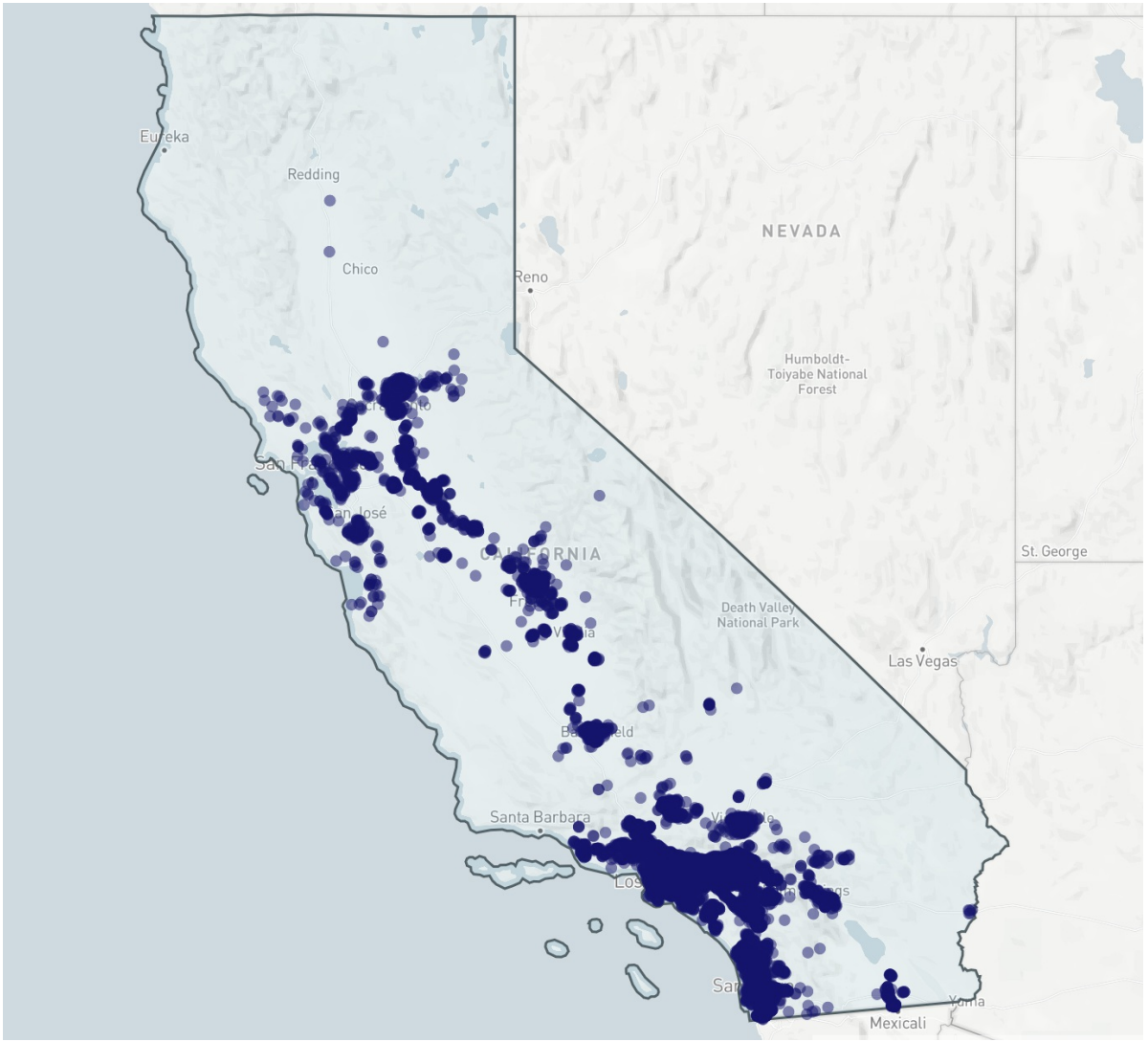
California HERO Program

49,209 Homes Improved

02/10/2014
HERO Launch Date

5,895,145
Housing Count

02/10/2014 - 11/21/2017
Report Range



Improvements

Type	Total Installed	Bill Savings
Energy	70.2K	$844M
Solar	28.0K	$1.31B
Water	5,168	$45.0M

Lifetime Impact

Applications Submitted	136K
Applications Approved	100K
Funded Amount	1.21B
Economic Stimulus	$2.09B
Jobs Created	10.2K
Energy Saved	7.69B kWh
Emissions Reduced	2.03M tons
Water Saved	4.74B gal

Learn how these numbers are calculated at https://www.herogov.com/faq

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Item 5.A

PACE Programs Activities Update
and PACE Public Hearing

Attachment 4

WRCOG Resolution Number 46-17;
A Resolution of the Executive Committee of the Western Riverside Council of Governments confirming modification of the California HERO Program Report so as to expand the Program area within which contractual assessments may be offered

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RESOLUTION NUMBER 46-17

A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS CONFIRMING MODIFICATION OF THE CALIFORNIA HERO PROGRAM REPORT SO AS TO EXPAND THE PROGRAM AREA WITHIN WHICH CONTRACTUAL ASSESSMENTS MAY BE OFFERED

WHEREAS, the Executive Committee of the Western Riverside Council of Governments (WRCOG) previously undertook proceedings pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (the "Chapter 29") to permit the provision of property assessed clean energy (PACE) services within those cities that had taken action to become Associate Members of WRCOG as of the date of the initiation of such proceedings, ordered the preparation of a report (the "Program Report") addressing all of the matters set forth in Section 5898.22 and 5898.23 of Chapter 29, held a public hearing on June 3, 2013, on the proposed PACE program and the Program Report and did, by the adoption of its Resolution Number 10-13 on such date (the "Resolution Confirming the Program Report") following such public hearing, approve and establish and order the implementation of a voluntary contractual assessment program to be known as the "California HERO Program" (the "Program") to assist property owners within the jurisdictional boundaries of such Associate Members with the cost of installing distributed generation renewable energy sources, energy and water efficient improvements and electric vehicle charging infrastructure that are permanently fixed to their properties ("Authorized Improvements"); and

WHEREAS, in approving the Program Report, the Executive Committee also established the jurisdictional boundaries of such Associate Members as the initial territory within which voluntary contractual assessments may be offered (the "Program Area") to provide for financing of the installation of Authorized Improvements on properties within such Program Area; and

WHEREAS, subsequent to the establishment of the Program, the Executive Committee has undertaken proceedings pursuant to Chapter 29 to expand the Program Area within which contractual assessments may be offered to include the jurisdictions of certain counties and additional cities that had taken action to become Associate Members of WRCOG since the establishment of the Program; and

WHEREAS, now the legislative body of the City of Petaluma, have taken action to become Associate Members of WRCOG and thereby enable the Executive Committee to consider further modifying the Program Report by increasing the Program Area to include the jurisdictions of such new Associate Members so as to enable voluntary contractual assessments to be offered pursuant to the Program to the owners of properties within such jurisdictions to finance the installation of Authorized Improvements on such properties; and

WHEREAS, the Executive Committee did, by the adoption of its Resolution Number 45-17 (the "Resolution of Intention"), initiate proceedings pursuant to Chapter 29 to modify the Program Report to include the jurisdictions of the City of Petaluma, ordered a public hearing to be held on December 4, 2017, for the purposes of affording all persons who are present an opportunity to comment upon, object to, or present evidence with regard to such proposed modification of the Program Report; and

WHEREAS, as required by Section 5898.24 of Chapter 29 and the Resolution of Intention, the Secretary of the Executive Committee caused publication of notice of public hearing for the purpose of allowing interested persons to comment upon, object to or inquire about the proposed modification of the Program Report; and

WHEREAS, on this date, the Executive Committee held the duly noticed public hearing as required by Chapter 29, at which the proposed modification of the Program Report so as to modify the Program Area to include the City of Petaluma, was summarized and all persons who were present were given an opportunity to comment upon, object to, or present evidence with regard to the proposed modification of the Program Report.

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

Section 1. Recitals. The above recitals are true and correct.

Section 2. Confirmation of Modification of the Program Report. The modification of the Program Report so as to modify the Program Area to the City of Petaluma, in the California HERO Program is hereby approved and confirmed.

Section 3. Effective Date of Resolution. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the Executive Committee of the Western Riverside Council of Governments held on December 4, 2017.

_____
Deborah Franklin, Chair
WRCOG Executive Committee

_____
Rick Bishop, Secretary
WRCOG Executive Committee

Approved as to form:

_____
Best Best & Krieger, LLP
WRCOG Bond Counsel

AYES: _____ NOES: _____ ABSENT: _____ ABSTAIN: _____

Item 5.A

PACE Programs Activities Update
and PACE Public Hearing

Attachment 5

Revised Exhibit B of the California
HERO Program Report Revised
December 4, 2017

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PROGRAM REPORT

CITIES/TOWNS OF ALBANY, ALHAMBRA, ALISO VIEJO, AMADOR, AMERICAN CANYON, ANAHEIM, ANTIOCH, ARCADIA, ARCATA, ARVIN, ATHERTON, ATWATER, AVALON (COMMERCIAL ONLY), AVENAL, AZUSA, BAKERSFIELD, BALDWIN PARK, BEAUMONT, BELL GARDENS (COMMERCIAL ONLY), BELLFLOWER, BELMONT, BELVEDERE, , BENICIA, BERKLEY, BISHOP, BLUE LAKE, BLYTHE, BRADBURY, BRAWLEY, BREA, BRENTWOOD, BRISBANE, BUENA PARK, BURLINGAME, CALABASAS (COMMERCIAL ONLY), CALEXICO, CALIFORNIA CITY, CALIPATRIA, CALISTOGA, CAMARILLO, CAMPBELL, CAPITOLA, CARLSBAD, CARMEL, CARSON, CATHEDRAL CITY, CERES, CHICO, CHOWCHILLA, CHULA VISTA, CITRUS HEIGHTS, CLAREMONT, CLAYTON, CLOVERDALE, CLOVIS, COACHELLA, COALINGA, COLMA, COMMERCE, CONCORD, CORCORAN, CORNING, CORONADO, COSTA MESA, COTATI, COVINA, CRESCENT CITY, CYPRESS, DALY CITY, DANVILLE, DAVIS, DEL MAR, DEL REY OAKS, DELANO, DESERT HOT SPRINGS, DIAMOND BAR, DINUBA, DIXON, DORRIS, DOS PALOS, DUBLIN ,DUNSMUIR, EL CAJON, EL CENTRO, EL CERRITO, EL MONTE, EL SEGUNDO, ELK GROVE, ENCINITAS, ESCONDIDO, ETNA, EUREKA, EXETER, FAIRFAX, FAIRFIELD, FARMERSVILLE, FERNDALE, FILLMORE, FIREBAUGH, FORT BRAGG, FORTUNA, FOSTER, FOUNTAIN VALLEY, FOWLER, FREMONT, FRESNO, GALT, GARDEN GROVE, GARDENA, GILROY, GLENDORA, GONZALES, GRASS VALLEY, GREENFIELD, GROVER BEACH, GUSTINE, HALF MOON BAY, HANFORD, HAWTHORNE, HAYWARD, HEALDSBURG, HERMOSA BEACH, HILLSBOROUGH, HOLTVILLE, HUGHSON, HUNTINGTON BEACH, HURON, IMPERIAL BEACH, IMPERIAL, INDIAN WELLS, INDIO, INDUSTRY, INGLEWOOD, IONE, IRWINDALE, ISLETON, JACKSON, KERMAN, KING CITY, KINGSBURG, LA CANADA FLINTRIDGE, LA HABRA, LA MESA, LA PALMA, LA QUINTA, LA VERNE, LAFAYETTE, LAGUNA BEACH, LAGUNA HILLS, LAKE FOREST, LANCASTER, LARKSPUR, LATHROP, LAWNDALE, LEMON GROVE, LEMOORE, LINDSAY, LIVE OAK, LIVINGSTON, LODI, LOMITA, LOMPOC, LONG BEACH (COMMERCIAL ONLY), LOS BANOS, LOYALTON, MADERA, MALIBU, MAMMOTH LAKES, MANTECA, MARTINEZ, MARYSVILLE, MCFARLAND, MENDOTA, MENLO PARK, MERCED, MILL VALLEY, MILLBRAE, MISSION VIEJO, MODESTO, MONROVIA, MONTEBELLO, MONTEREY PARK, MONTEREY, MOORPARK, MORAGA, MORGAN HILL, MORRO BAY, MOUNT SHASTA, MOUNTAIN VIEW, NAPA, NATIONAL CITY, NEVADA CITY, NEWARK, NEWMAN, NEWPORT BEACH, NOVATO, OAKDALE, OAKLAND, OAKLEY, OCEANSIDE, OJAI, ORANGE COVE, ORLAND, OROVILLE, OXNARD, PACIFIC GROVE, PACIFICA, PALM DESERT, PALM SPRINGS, PALMDALE, PARADISE, PARLIER, PASO ROBLES, PATTERSON, PETALUMA, PIEDMONT, PINOLE, PITTSBURG, PLACENTIA, PLACERVILLE, PLEASANT HILL, PLYMOUTH, POINT ARENA, POMONA, PORT HUENEME, PORTERVILLE, PORTOLA VALLEY, POWAY, RANCHO CORDOVA, RANCHO MIRAGE, RANCHO PALOS VERDES, RANCHO SANTA MARGARITA, REDDING, REDONDO BEACH, REDWOOD CITY, REEDLEY, RICHMOND, RIDGECREST, RIO VISTA, RIPON, RIVERBANK, ROHNERT PARK, ROLLING HILLS ESTATES, ROLLING HILLS, ROSEMEAD, SACRAMENTO, SALINAS, SAN ANSELMO, SAN BRUNO, SAN BUENAVENTURA, SAN CARLOS, SAN CLEMENTE, SAN DIEGO, SAN DIMAS, SAN FERNANDO, SAN GABRIEL, SAN JOAQUIN, SAN JOSE, SAN JUAN BAUTISTA, SAN LEANDRO, SAN LUIS OBISPO, SAN MARCOS, SAN MARINO, SAN MATEO, SAN PABLO, SAN RAFAEL, SAN RAMON, SAND CITY, SANGER, SANTA ANA, SANTA CLARA, SANTA CRUZ, SANTA MONICA, SANTA PAULA, SANTA ROSA,SANTEE, SAUSALITO, SCOTTS VALLEY, SEASIDE, SEBASTOPOL, SELMA, SHAFTER, SHASTA LAKE, SIERRA MADRE, SIMI VALLEY, SOLANA BEACH, SONOMA, SOUTH EL MONTE, SOUTH LAKE TAHOE, SOUTH PASADENA, SOUTH SAN FRANCISCO, ST. HELENA, STANTON, STOCKTON, SUISUN CITY, SUTTER CREEK, TAFT, TEHACHAPI, TEHAMA, TEMPLE CITY, THOUSAND OAKS, TIBURON, TORRANCE, TRACY, TRINIDAD, TULARE, TURLOCK, TUSTIN, UKIAH, UNION CITY, VACAVILLE, VALLEJO, VISALIA, VISTA, WALNUT, WALNUT CREEK, WASCO, WATERFORD, WATSONVILLE, WEED, WEST COVINA, WEST SACRAMENTO, WESTMINSTER, WHEATLAND, WINDSOR, WINTERS, WOODLAKE, WOODLAND, WOODSIDE, YORBA LINDA, YOUNTVILLE , YREKA, AND YUBA CITY, AND THE UNINCORPORATED COUNTIES OF ALAMEDA, ALAMEDA BUTTE, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, IMPERIAL, KERN, KINGS, MADERA, MARIN, MARIPOSA, MENDOCINO, MERCED, MONO, MONTEREY, NAPA, NEVADA, RIVERSIDE, SACRAMENTO, SAN DIEGO, SAN FRANCISCO, SAN JOAQUIN, SAN LUIS OBISPO, SAN MATEO, SANTA CRUZ, SHASTA, SISKIYOU, SOLANO, SONOMA, TEHAMA, TULARE, YOLO, AND YUBA.

ADOPTED JUNE 3, 2013 - REVISED JULY 15, 2013 - REVISED AUGUST 5, 2013 - REVISED SEPTEMBER 9, 2013 – REVISED NOVEMBER 4, 2013 - REVISED DECEMBER 2, 2013 - REVISED JANUARY 6, 2014 REVISED FEBRUARY 3, 2014 - REVISED MARCH 3, 2014 - REVISED APRIL 7, 2014 - REVISED MAY 5, 2014 REVISED JUNE 2, 2014 – AMENDED JUNE 9, 2014 - REVISED JULY 7, 2014 – REVISED AUGUST 4, 2014 – REVISED SEPTEMBER 8, 2014 – REVISED OCTOBER 6, 2014 -REVISED NOVEMBER 3, 2014 REVISED DECEMBER 1, 2014 – REVISED JANUARY 5, 2015 - REVISED FEBRUARY 2, 2015, REVISED MARCH 2, 2015- REVISED APRIL 6, 2015 – REVISED MAY 4, 2015 – REVISED JUNE 1, 2015 – REVISED JULY 6, 2015 – REVISED AUGUST 3, 2015 – REVISED SEPTEMBER 14, 2015 – REVISED OCTOBER 5, 2015 – REVISED NOVEMBER 2, 2015 – REVISED DECEMBER 7, 2015 – REVISED JANUARY 4, 2016 – REVISED FEBRUARY 1, 2016 – REVISED MARCH 7, 2016 – REVISED APRIL 4, 2016 – REVISED MAY 2, 2016 – REVISED JUNE 6, 2016 – REVISED JULY 11, 2016 – REVISED AUGUST 1, 2016 – REVISED DECEMBER 5, 2016– REVISED JANUARY 9, 2017–REVISED APRIL 3, 2017 –REVISED JUNE 5, 2017–REVISED JULY 10, 2017 - REVISED AUGUST 8, 2017 - REVISED SEPTEMBER 11, 2017 - REVISED OCTOBER 2, 2017- REVISED DECEMBER 4, 2017

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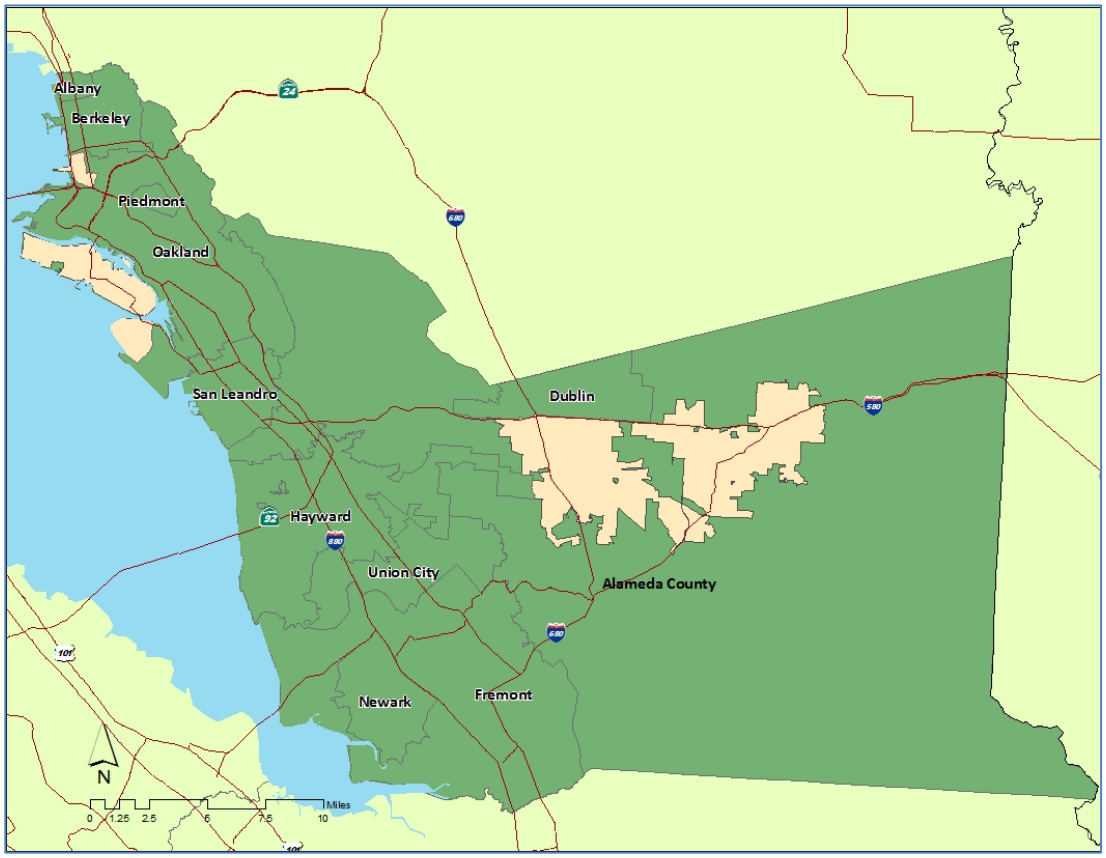
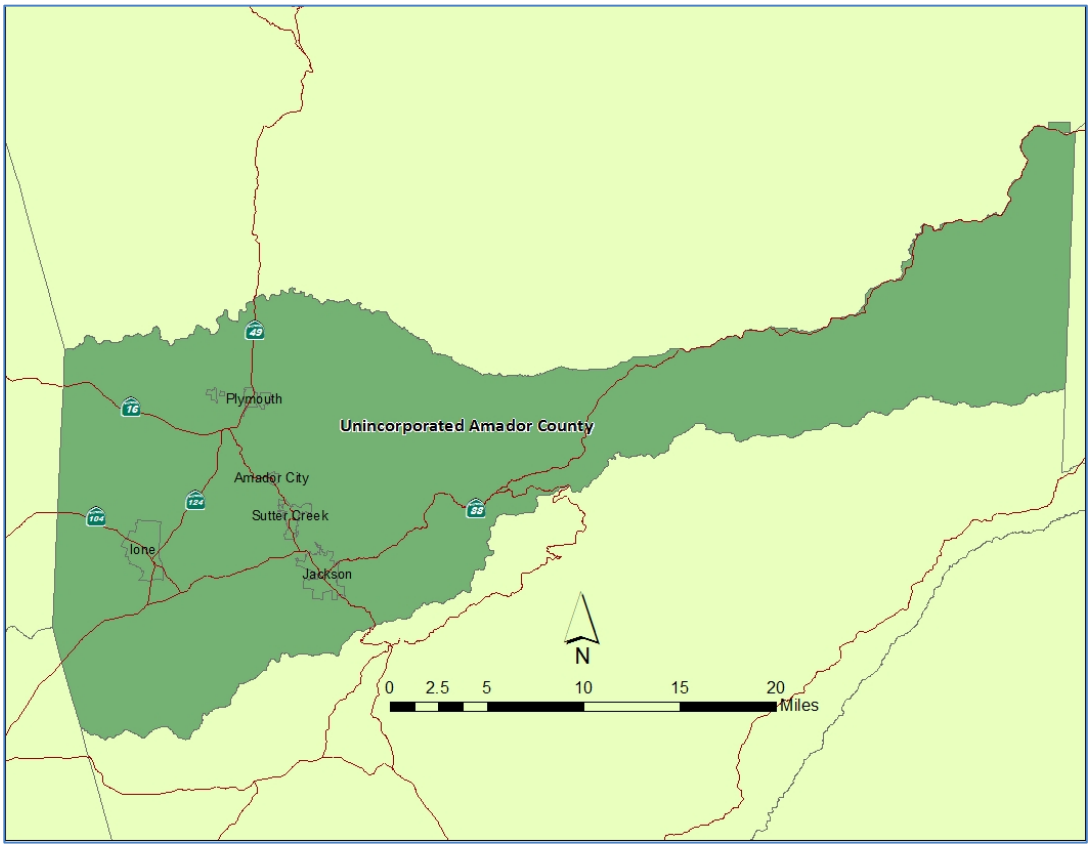
Appendix B
MAP OF PROGRAM AREA
(December 4, 2017)

The territories within which voluntary contractual assessments are authorized to be offered pursuant to the California hero program are the jurisdictional boundaries of Albany, Alhambra, Aliso Viejo, Amador, American Canyon, Anaheim, Antioch, Arcadia, Arcata, Arvin, Atherton, Atwater, Avalon (Commercial Only), Avenal, Azusa, Bakersfield, Baldwin Park, Beaumont, Bell Gardens (Commercial Only), Bellflower, Belmont, Belvedere, Benicia, Berkley, Bishop, Blue Lake, Blythe, Bradbury, Brawley, Brea, Brentwood, Brisbane, Buena Park, Burlingame, Calabasas (Commercial Only), Calexico, California City, Calipatria, Calistoga, Camarillo, Campbell, Capitola, Carlsbad, Carmel, Carson, Cathedral City, Ceres, Chico, Chowchilla, Chula Vista, Citrus Heights, Claremont, Clayton, Cloverdale, Clovis, Coachella, Coalinga, Colma, Commerce, Concord, Corcoran, Corning, Coronado, Costa Mesa, Cotati, Covina, Crescent City, Cypress, Daly City, Danville, Davis, Del Mar, Del Rey Oaks, Delano, Desert Hot Springs, Diamond Bar, Dinuba, Dixon, Dorris, Dos Palos, Dublin, Dunsmuir, El Cajon, El Centro, El Cerrito, El Monte, El Segundo, Elk Grove, Encinitas, Escondido, Etna, Eureka, Exeter, Fairfax, Fairfield, Farmersville, Ferndale, Fillmore, Firebaugh, Fort Bragg, Fortuna, Foster, Fountain Valley, Fowler, Fremont, Fresno, Galt, Garden Grove, Gardena, Gilroy, Glendora, Gonzales, Grass Valley, Greenfield, Grover Beach, Gustine, Half Moon Bay, Hanford, Hawthorne, Hayward, Healdsburg, Hermosa Beach, Hillsborough, Holtville, Hughson, Huntington Beach, Huron, Imperial Beach, Imperial, Indian Wells, Indio, Industry, Inglewood, Ione, Irwindale, Isleton, Jackson, Kerman, King City, Kingsburg, La Canada Flintridge, La Habra, La Mesa, La Palma, La Quinta, La Verne, Lafayette, Laguna Beach, Laguna Hills, Lake Forest, Lancaster, Larkspur, Lathrop, Lawndale, Lemon Grove, Lemoore, Lindsay, Live Oak, Livingston, Lodi, Lomita, Lompoc, Long Beach (Commercial Only), Los Banos, Loyalton, Madera, Malibu, Mammoth Lakes, Manteca, Martinez, Marysville, McFarland, Mendota, Menlo Park, Merced, Mill Valley, Millbrae, Mission Viejo, Modesto, Monrovia, Montebello, Monterey Park, Monterey, Moorpark, Moraga, Morgan Hill, Morro Bay, Mount Shasta, Mountain View, Napa, National City, Nevada City, Newark, Newman, Newport Beach, Novato, Oakdale, Oakland, Oakley, Oceanside, Ojai, Orange Cove, Orland, Oroville, Oxnard, Pacific Grove, Pacifica, Palm Desert, Palm Springs, Palmdale, Paradise, Parlier, Paso Robles, Patterson, Petaluma, Piedmont, Pinole, Pittsburg, Placentia, Placerville, Pleasant Hill, Plymouth, Point Arena, Pomona, Port Hueneme, Porterville, Portola Valley, Poway, Rancho Cordova, Rancho Mirage, Rancho Palos Verdes, Rancho Santa Margarita, Redding, Redondo Beach, Redwood City, Reedley, Richmond, Ridgecrest, Rio Vista, Ripon, Riverbank, Rohnert Park, Rolling Hills, Rolling Hills Estates, Rosemead, Sacramento, Salinas, San Anselmo, San Bruno, San Buenaventura, San Carlos, San Clemente, San Diego, San Dimas, San Fernando, San Gabriel, San Joaquin, San Jose, San Juan Bautista, San Leandro, San Luis Obispo, San Marcos, San Marino, San Mateo, San Pablo, San Rafael, San Ramon, Sand City, Sanger, Santa Ana, Santa Clara, Santa Cruz, Santa Monica, Santa Paula, Santa Rosa, Santee, Sausalito, Scotts Valley, Seaside, Sebastopol, Selma, Shafter, Shasta Lake, Sierra Madre, Simi Valley, Solana Beach, Sonoma, South El Monte, South Lake Tahoe, South Pasadena, South San Francisco, St. Helena, Stanton, Stockton, Suisun City, Sutter Creek, Taft, Tehachapi, Tehama, Temple City, Thousand Oaks, Tiburon, Torrance, Tracy, Trinidad, Tulare, Turlock, Tustin, Ukiah, Union City, Vacaville, Vallejo, Visalia, Vista, Walnut, Walnut Creek, Wasco, Waterford, Watsonville, Weed, West Covina, West Sacramento, Westminster, Wheatland, Windsor, Winters, Woodlake, Woodland, Woodside, Yorba Linda, Yountville, Yreka, and Yuba City, And The Unincorporated Counties Of Alameda, Amador, Butte, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Kern, Kings, Madera, Marin, Mariposa, Mendocino, Merced, Mono, Monterey, Napa, Nevada, Riverside, Sacramento, San Diego, San Joaquin, San Luis Obispo, San Mateo, Santa Cruz, Shasta, Siskiyou, Solano, Sonoma, Tehama, Tulare, Yolo, and Yuba.

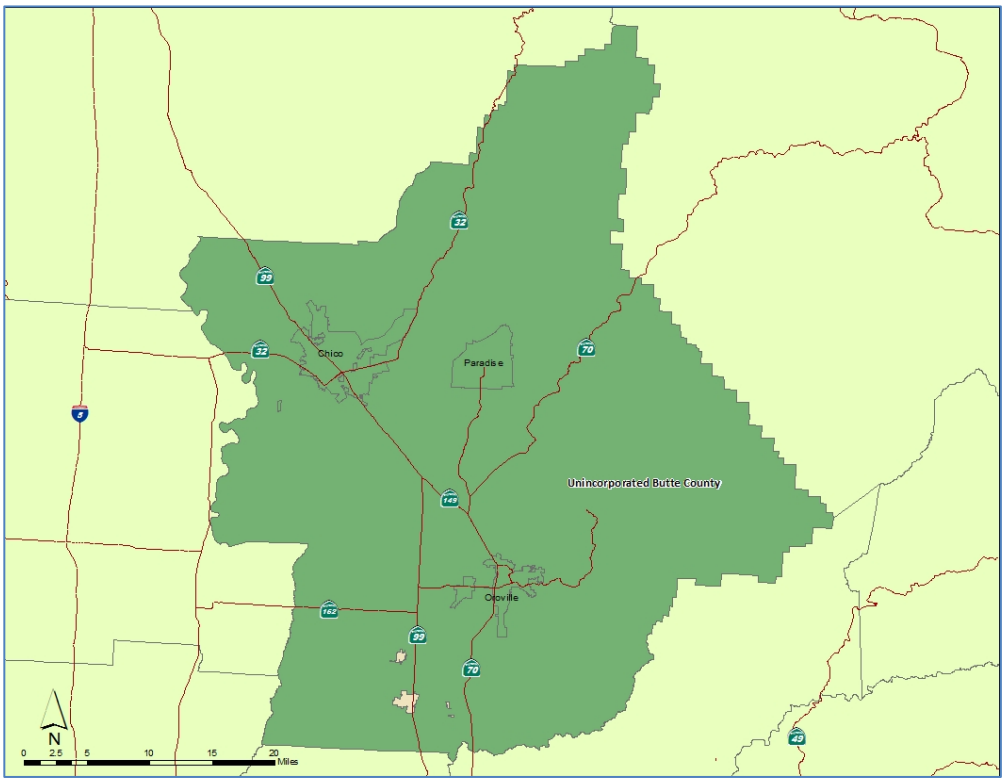
Cities of Albany, Berkeley, Dublin, Fremont, Hayward, Newark, Oakland, Piedmont, San Leandro, Union City, and Alameda County unincorporated areas located in Alameda County, California



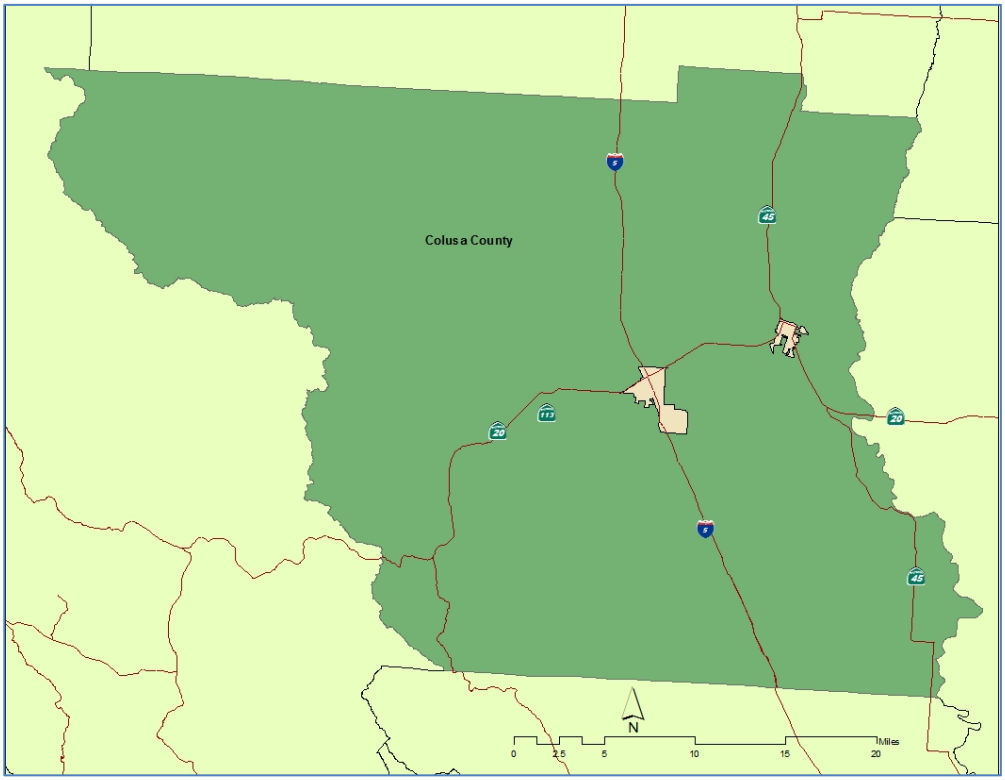
Cities of Amador, Ione, Jackson, Plymouth, and Sutter Creek, in Amador County, California



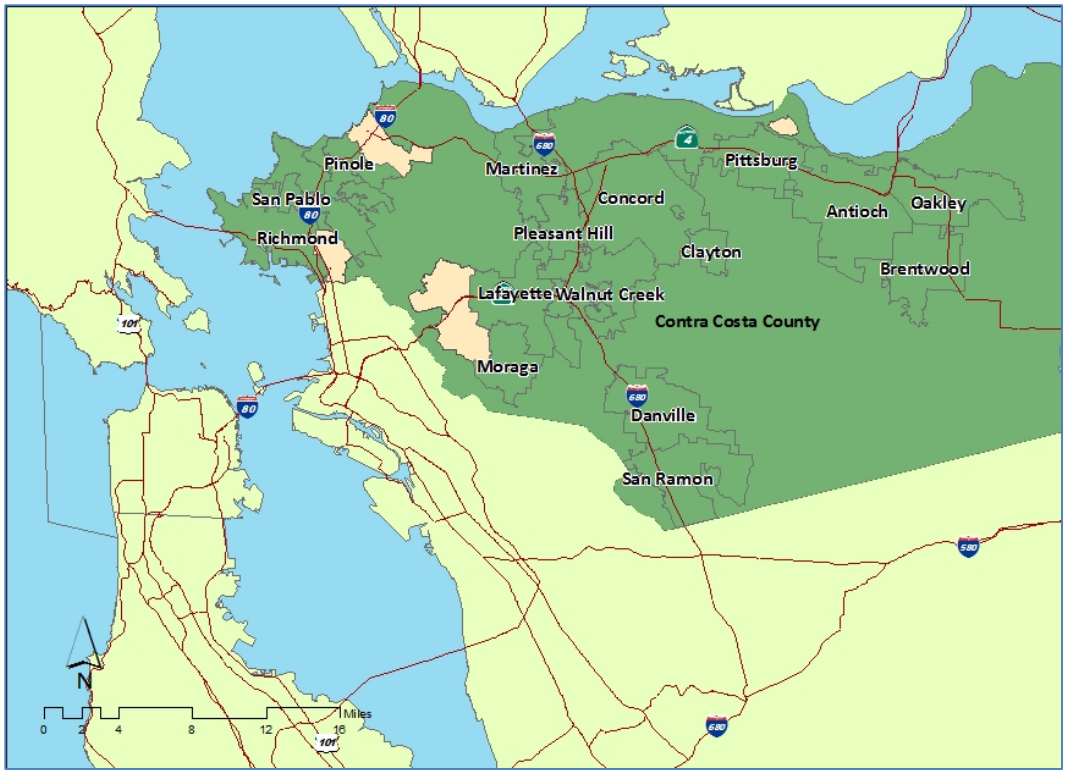
Cities of Chico, Paradise, Oroville, and Butte County unincorporated areas, located in Butte County, California



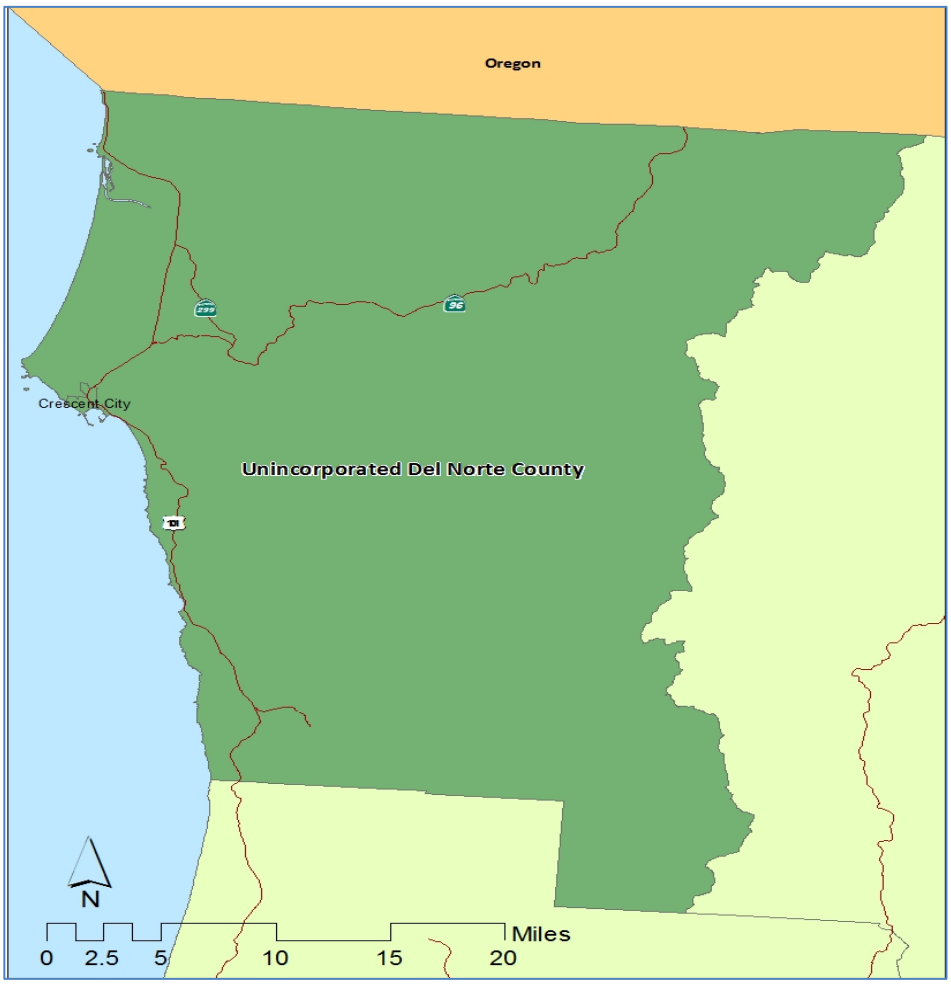
Colusa County unincorporated areas in Colusa County, California



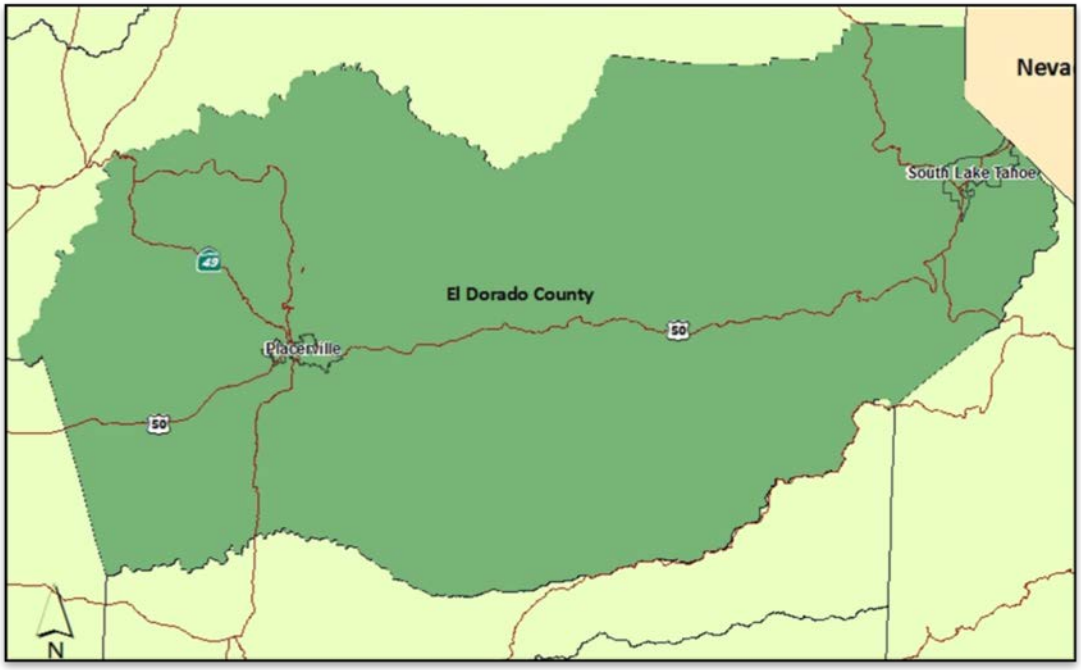
Cities of Antioch, Brentwood, Clayton, Concord, Danville, El Cerrito, Lafayette, Martinez, Town of Moraga, Oakley, Pinole, Pittsburg, Pleasant Hill, Richmond, San Pablo, San Ramon, Walnut Creek, and Contra Costa unincorporated areas, located in Contra Costa County, California



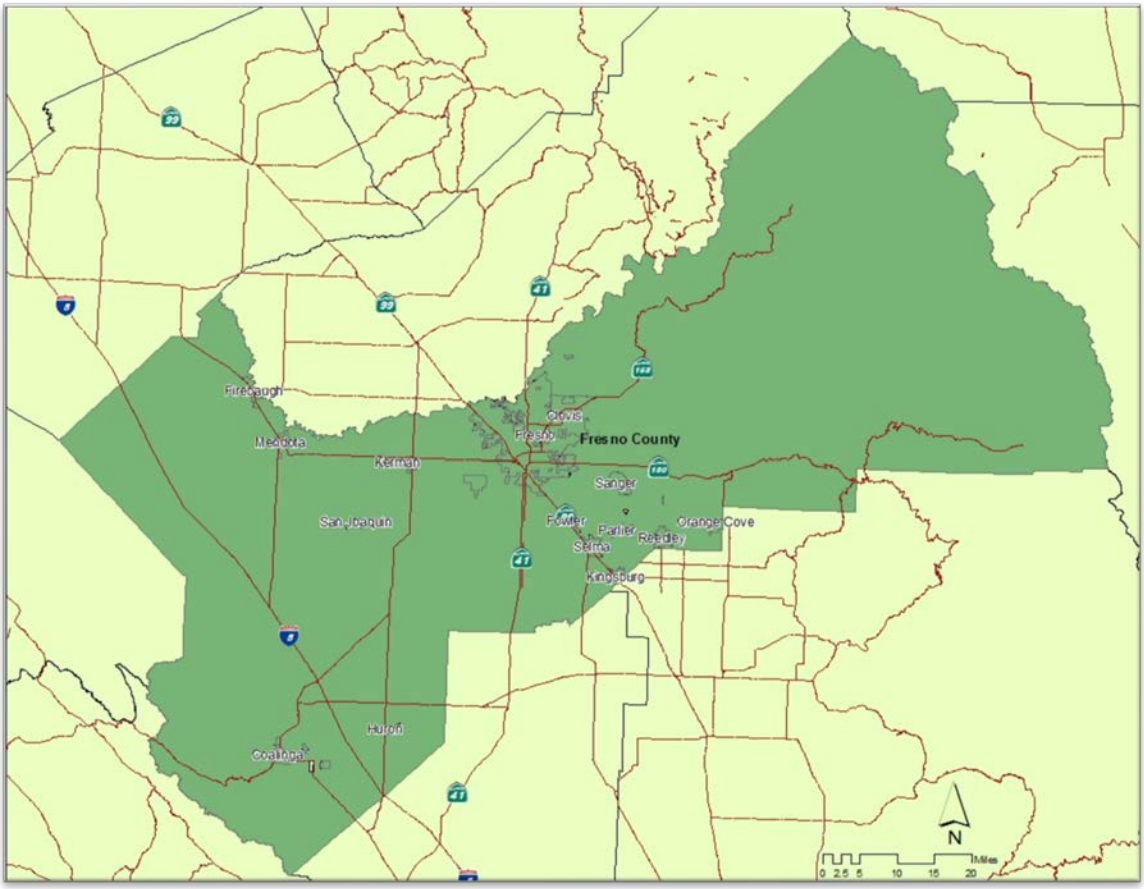
City of Crescent City and County of Del Norte unincorporated areas, located in Del Norte County, California



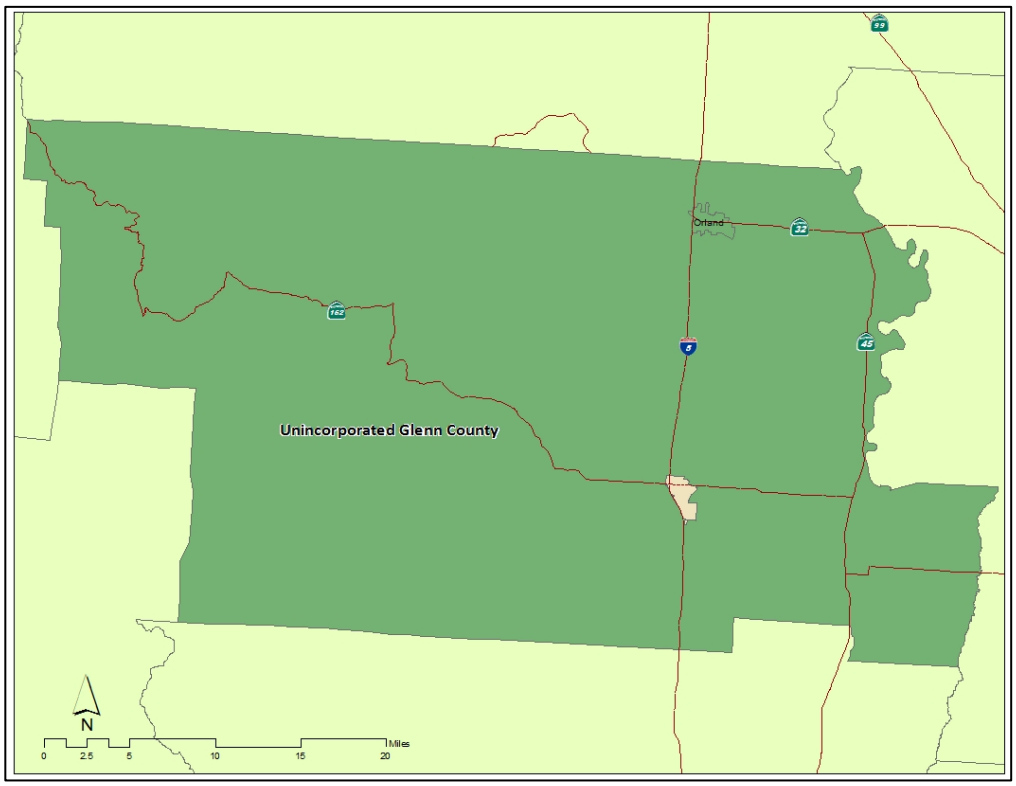
Cities of Placerville and South Lake Tahoe, and El Dorado County Unincorporated areas located in El Dorado County, California



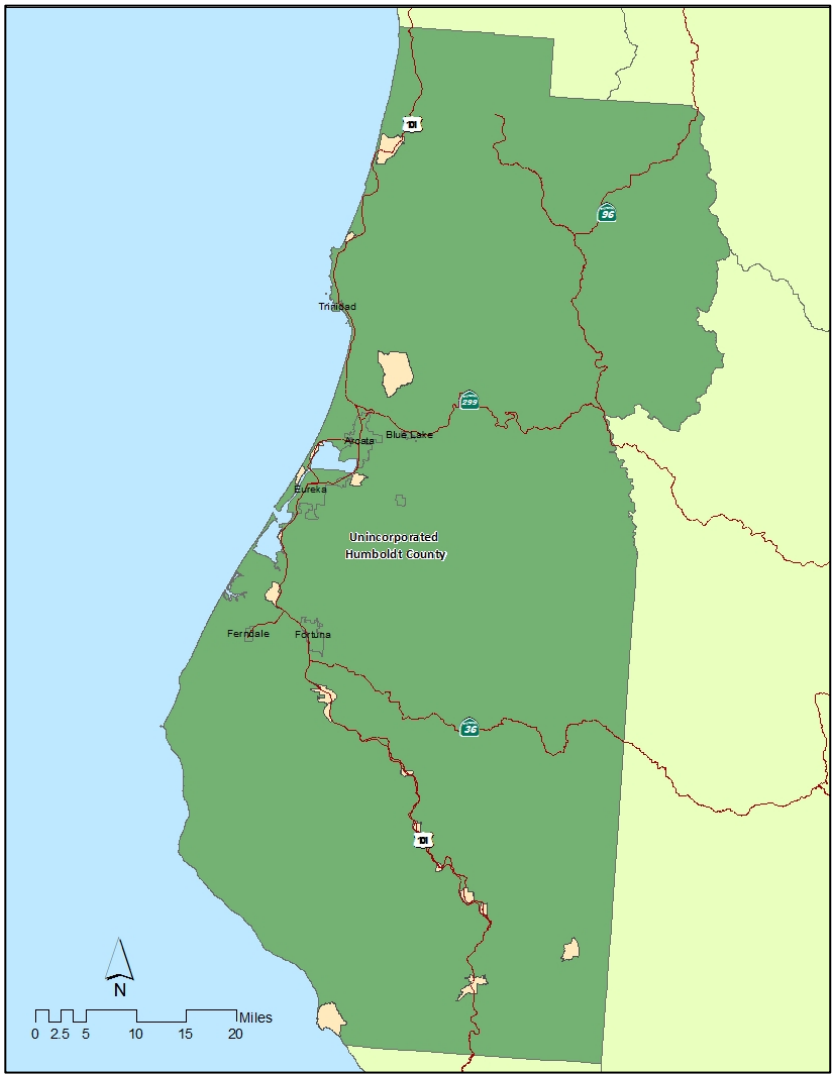
Cities of Clovis, Coalinga, Firebaugh, Fowler, Fresno, Huron, Kerman, Kingsburg, Mendota, Orange Cove, Parlier, Reedley, Sanger, San Joaquin, Selma, and Fresno County unincorporated areas, located in Fresno County, California



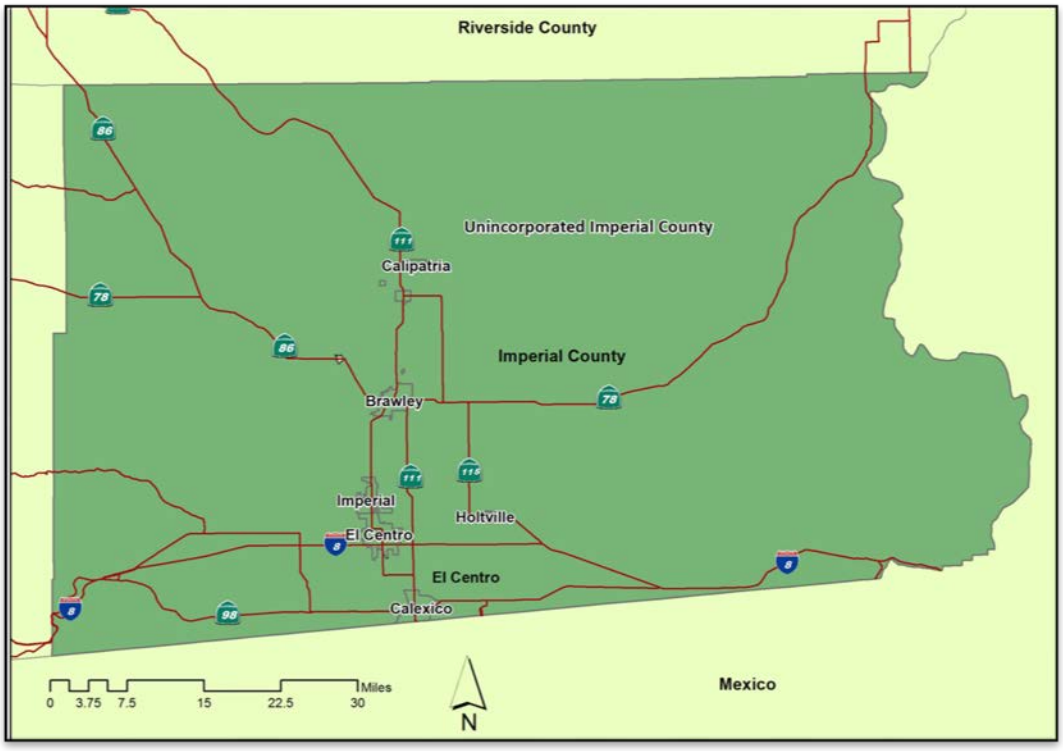
City of Orland, located in Glenn County, California



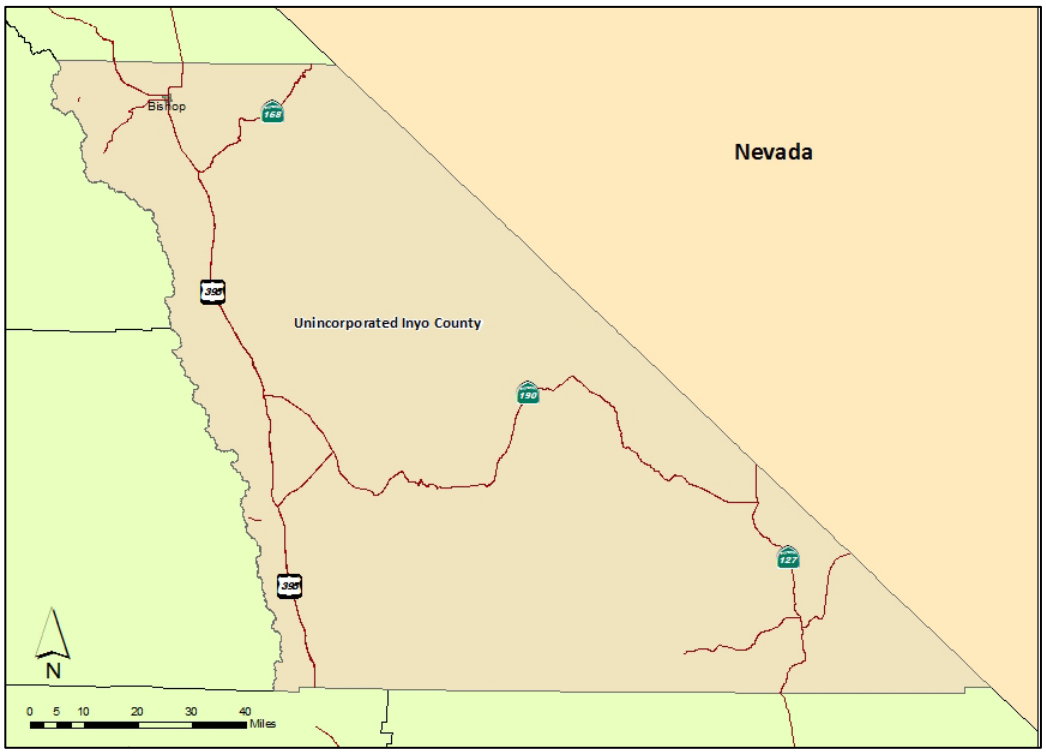
Cities of Arcata, Blue Lake, Eureka, Ferndale, Fortuna, Trinidad, and Humboldt County unincorporated areas, located in Humboldt County, California



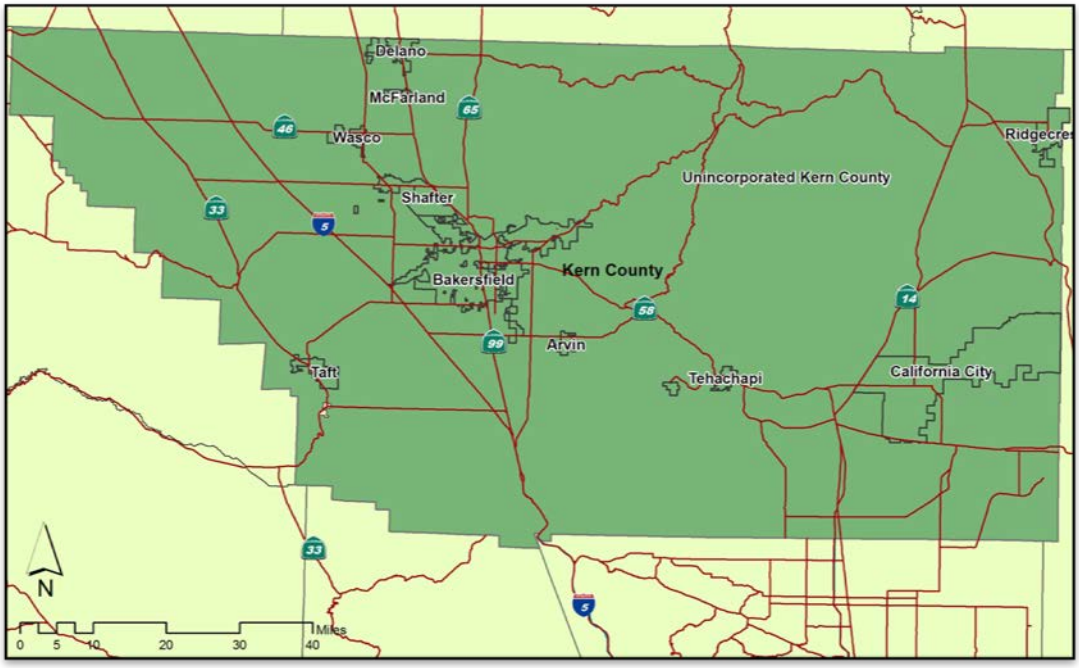
Cities of Brawley, Calexico, Calipatria, El Centro, Holtville, Imperial, and Imperial County unincorporated areas, located in Imperial County, California



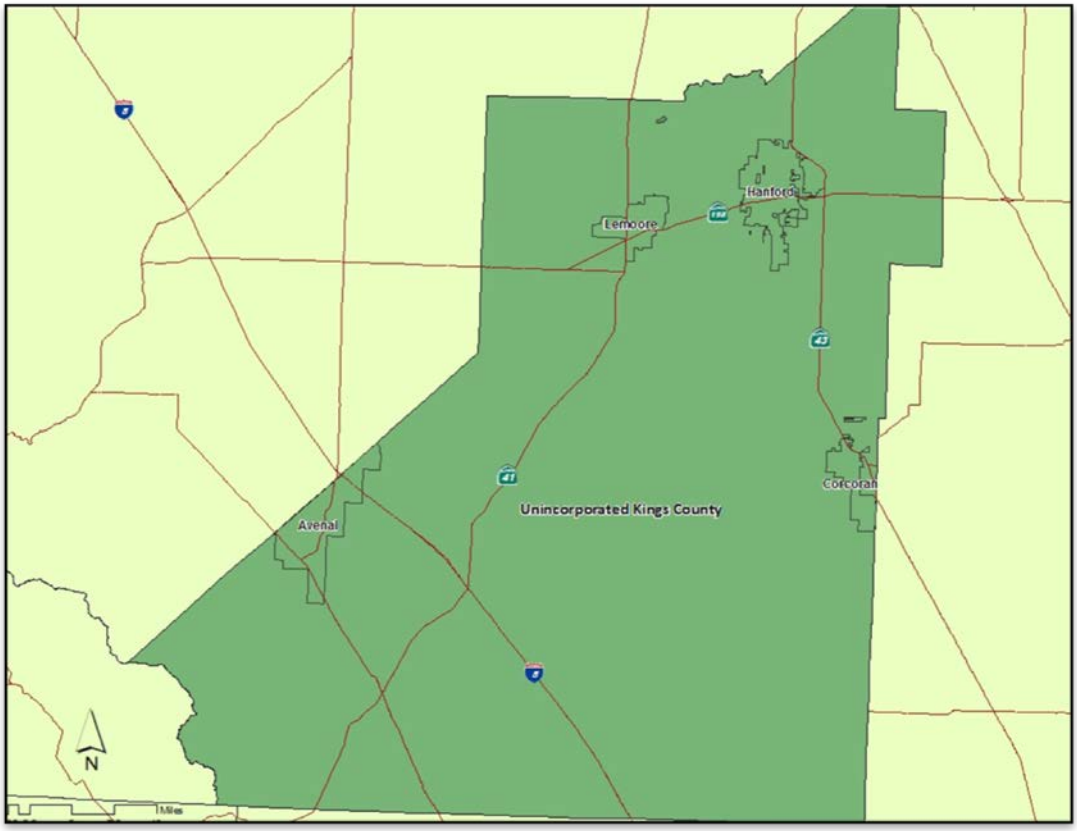
City of Bishop, located in Inyo County, California



Cities of Arvin, Bakersfield, California City, Delano, McFarland, Ridgecrest, Shafter, Taft, Tehachapi, Wasco, and Kern County unincorporated areas, located in Kern County, California

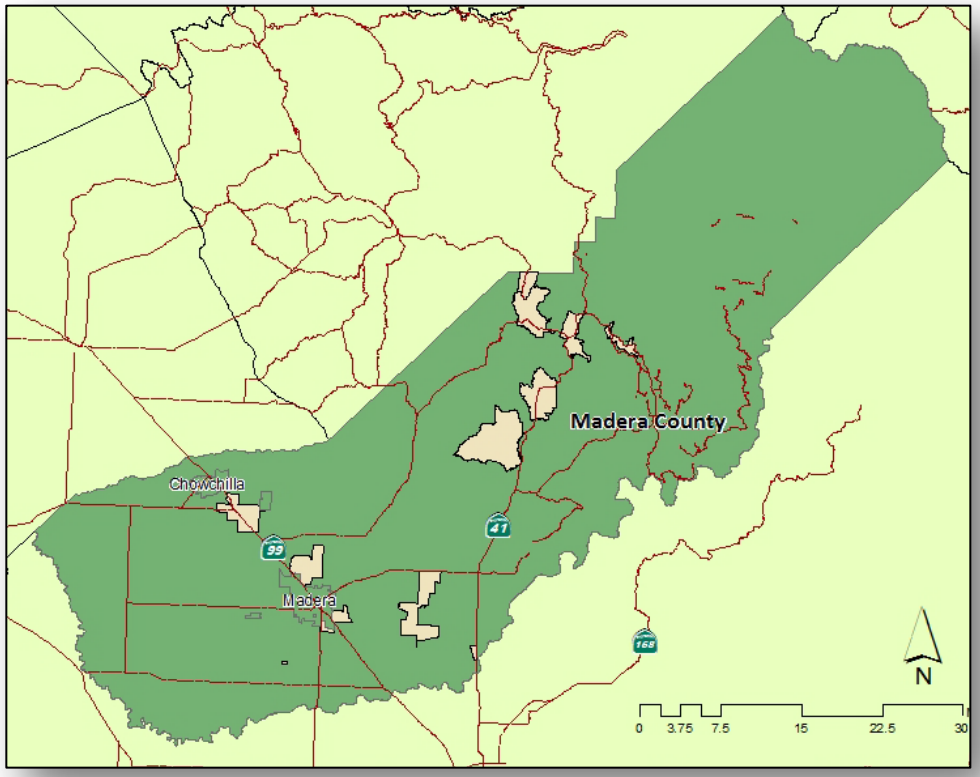


Cities of Avenal, Corcoran, Hanford, Lemoore, and Kings County unincorporated areas, located in Kings County, California



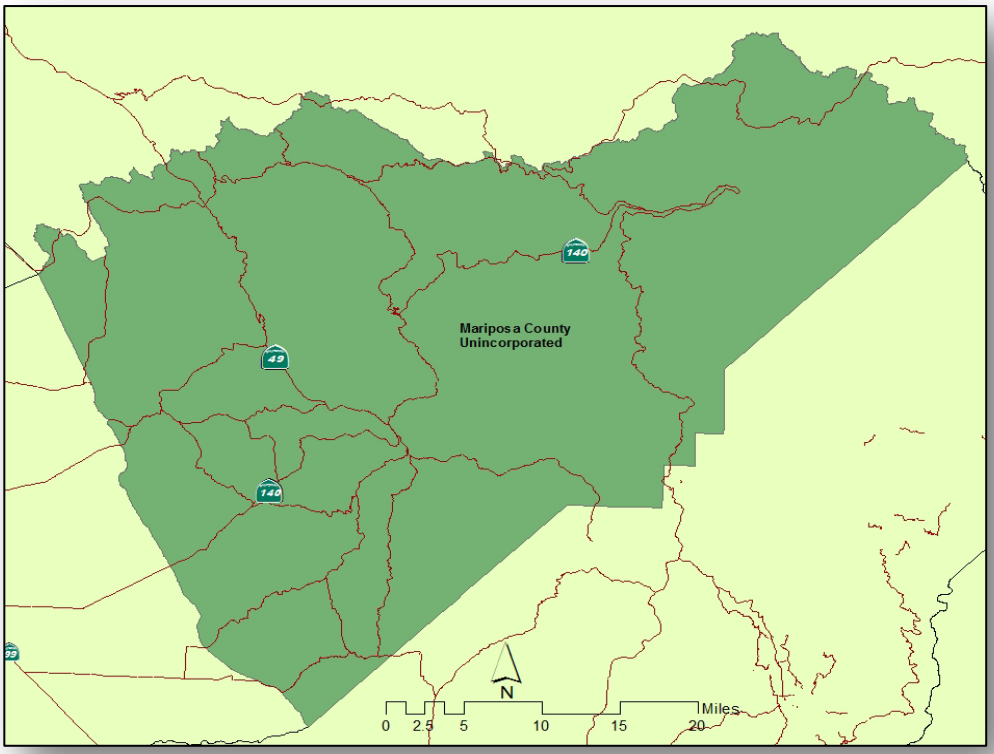
Cities of Alhambra, Arcadia, Avalon (Commercial Only), Azusa, Baldwin Park, Bell Garden (Commercial Only), Bellflower, Bradbury, Calabasas (Commercial Only), Carson, Claremont, Commerce, Covina, Diamond Bar, El Monte, El Segundo, Gardena, Glendora, Hawthorne, Hermosa Beach, Industry, Inglewood, Irwindale, La Canada Flintridge, La Verne, Lancaster, Lawndale, Lomita, Long Beach (Commercial Only), Malibu, Monrovia, Montebello, Monterey Park, Palmdale, Pomona, Redondo Beach, Rolling Hills, Rolling Hills Estates, Rancho Palos Verdes, Rosemead, San Dimas, San Fernando, San Gabriel, San Marino, Santa Monica, Sierra Madre, South El Monte, South Pasadena, Temple City, Torrance, Walnut, and West Covina, located in Los Angeles County, California.

Cities of Chowchilla, Madera and Madera County unincorporated areas, located in Madera County, California



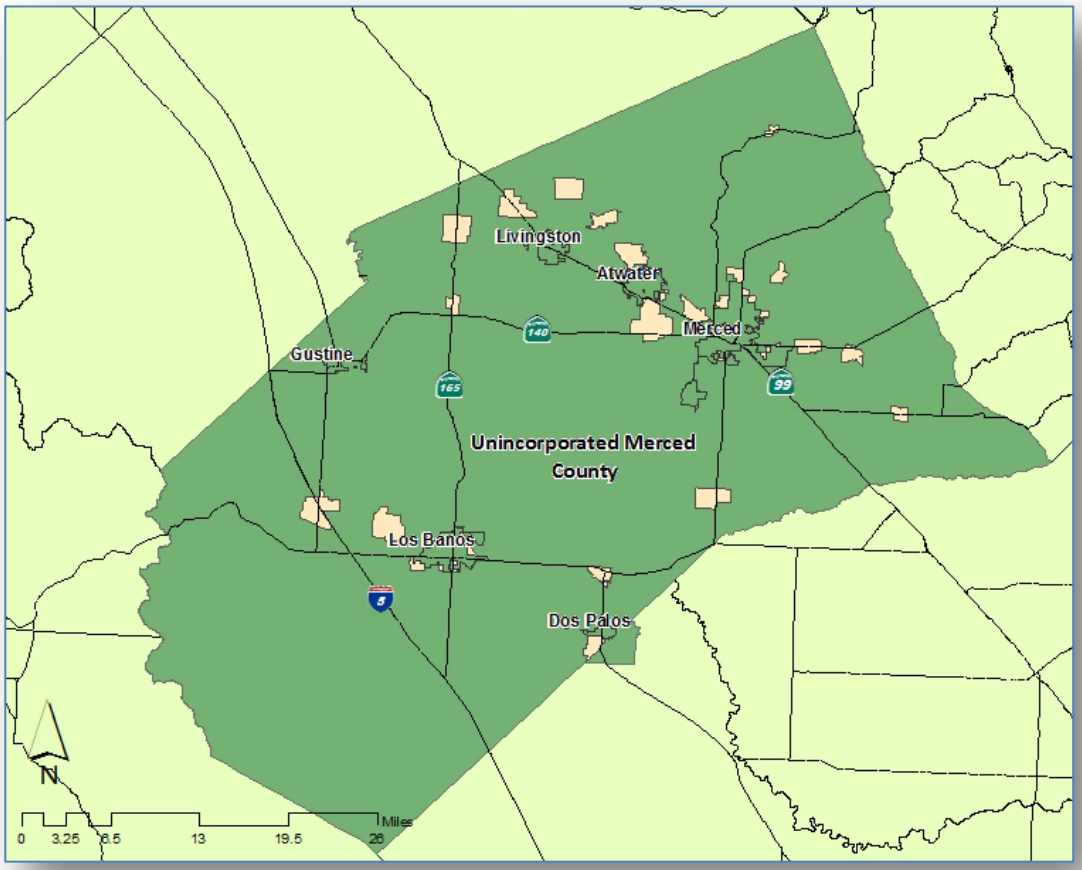
Cities of Belvedere, Larkspur, Mill Valley, Novato, San Anselmo, San Rafael, Sausalito, Tiburon, and County of Marin unincorporated areas, located in Marin County, California

County of Mariposa unincorporated areas, located in Mariposa County, California

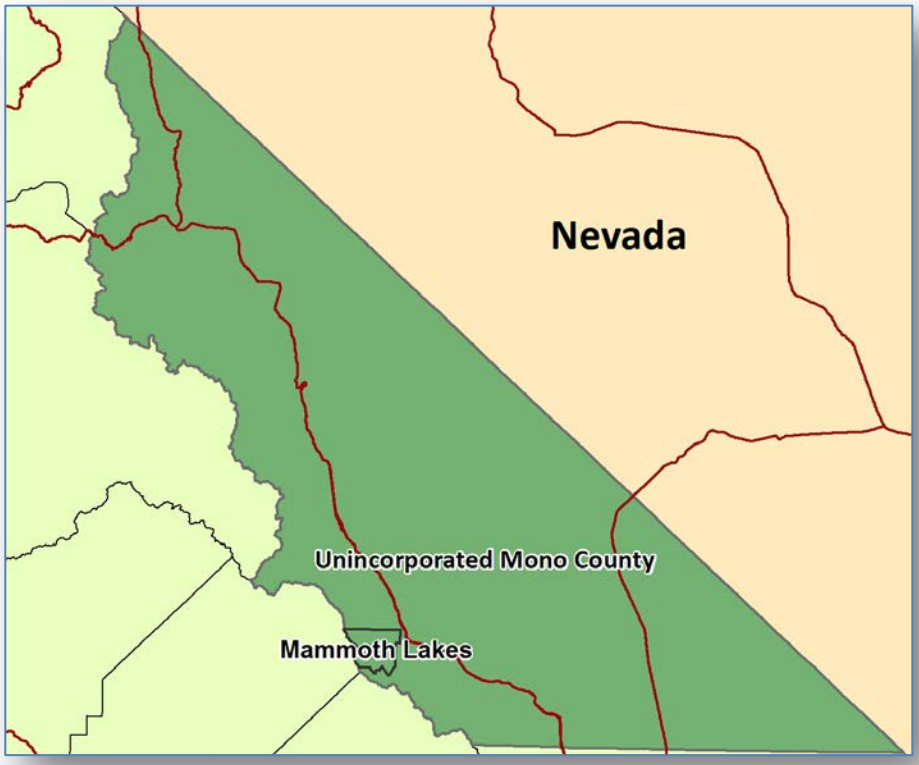


Cities of Fort Bragg, Point Arena, Ukiah, and Mendocino County unincorporated areas, located in Mendocino County, California

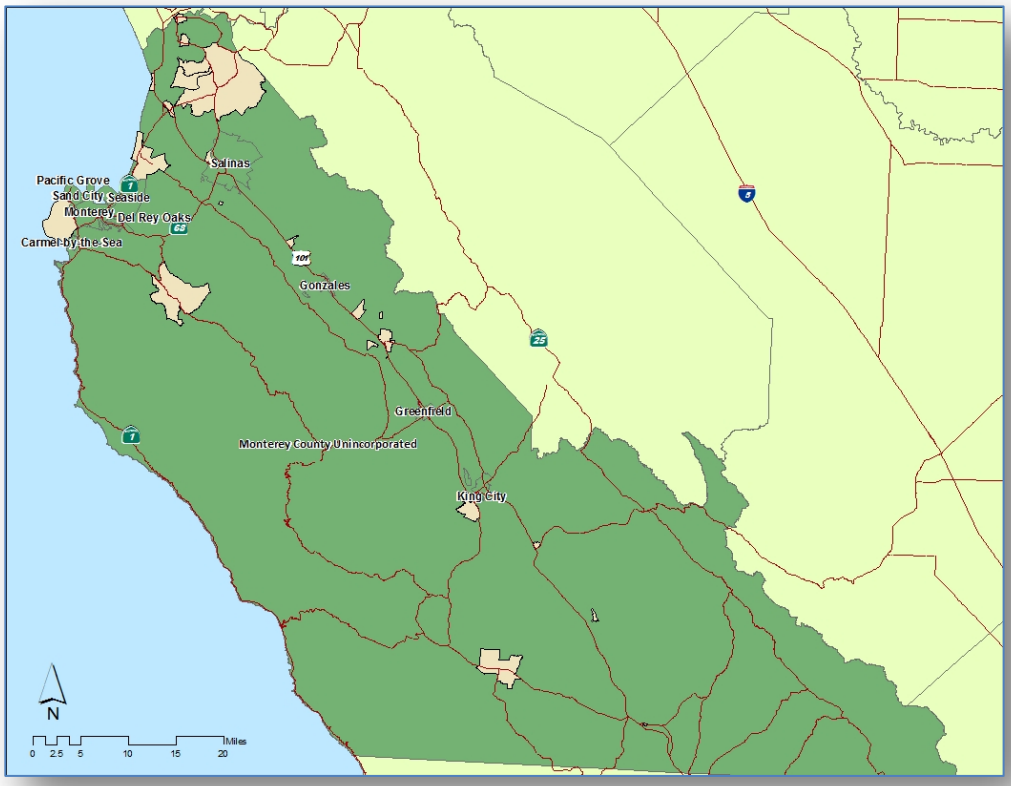
Cities of Atwater, Dos Palos, Gustine, Livingston, Los Banos, Merced, and Merced County unincorporated areas, located in Merced County, California



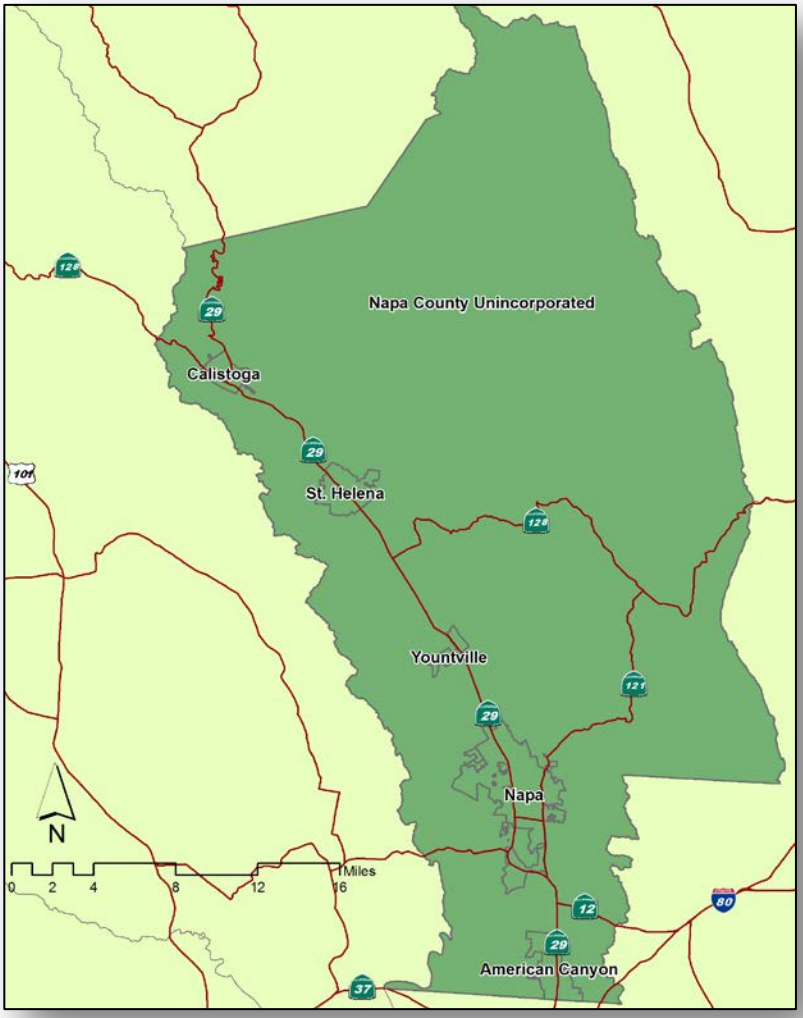
Town of Mammoth Lakes and Mono County unincorporated areas, located in Mono County, California



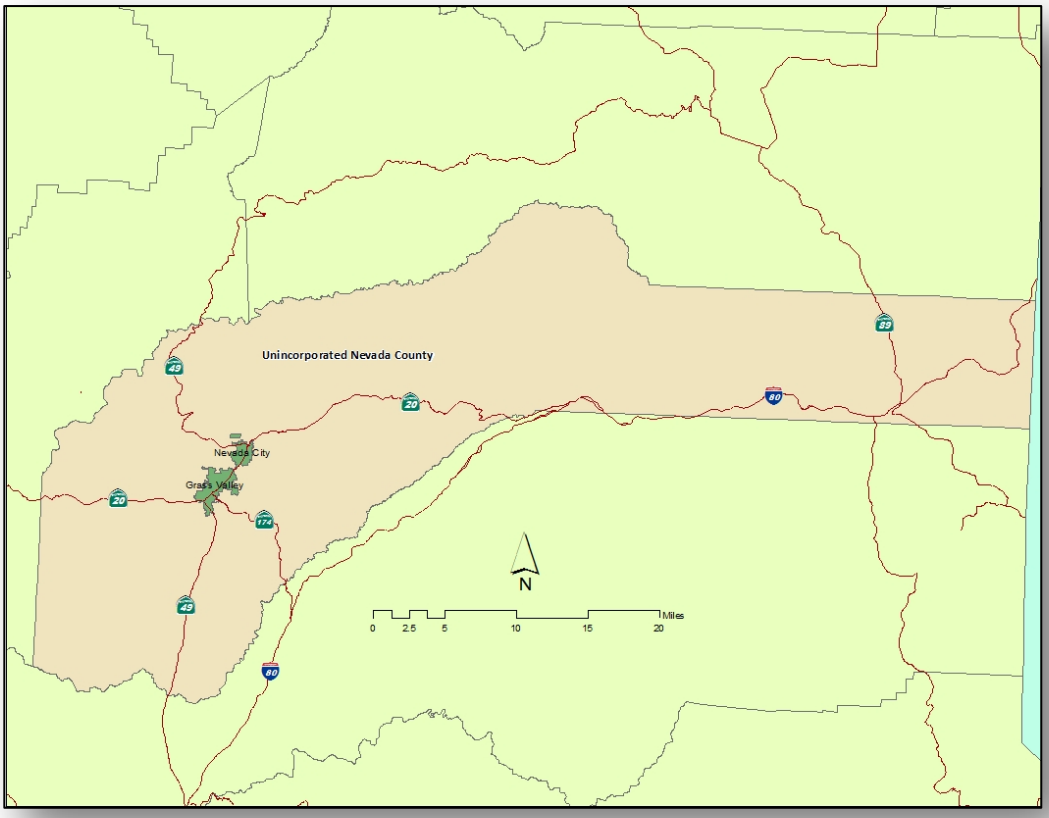
Cities of Carmel-by-the-Sea, Del Rey Oaks, Gonzales, Greenfield, Kings City, Monterey, Pacific Grove, Salinas, Sand City, Seaside, and Monterey County unincorporated areas, located in Monterey County, California



Cities of American Canyon, Calistoga, Napa St. Helena, Yountville, and the County of Napa unincorporated areas, located in Napa County, California

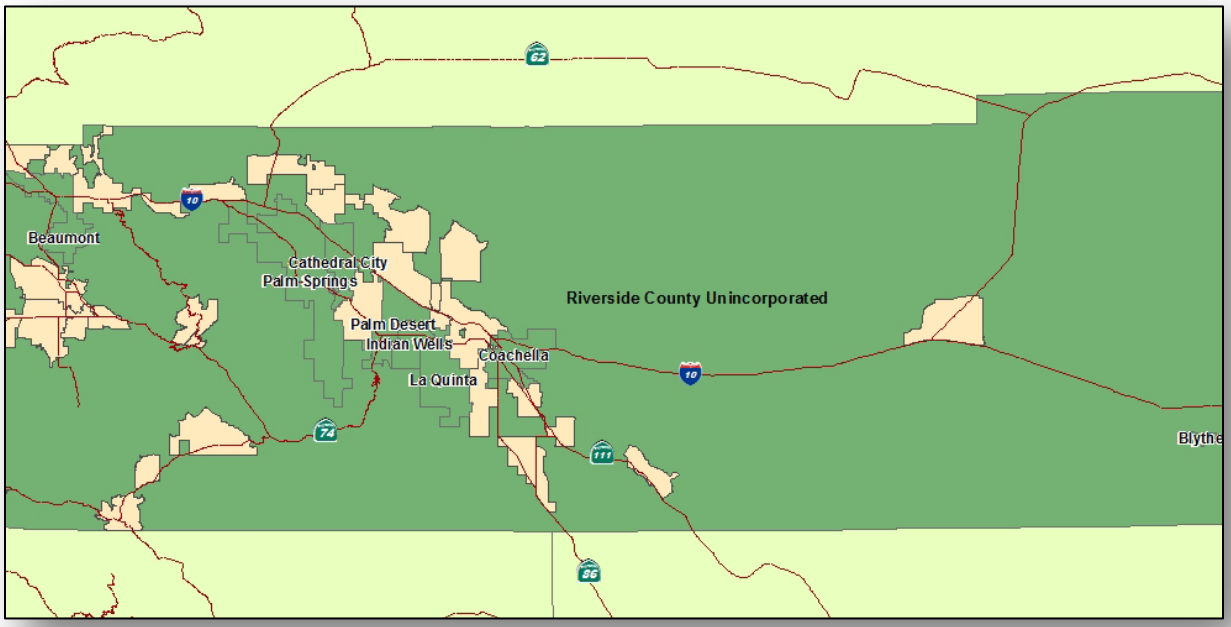


Cities of Grass Valley and Nevada City, located in Nevada County, California

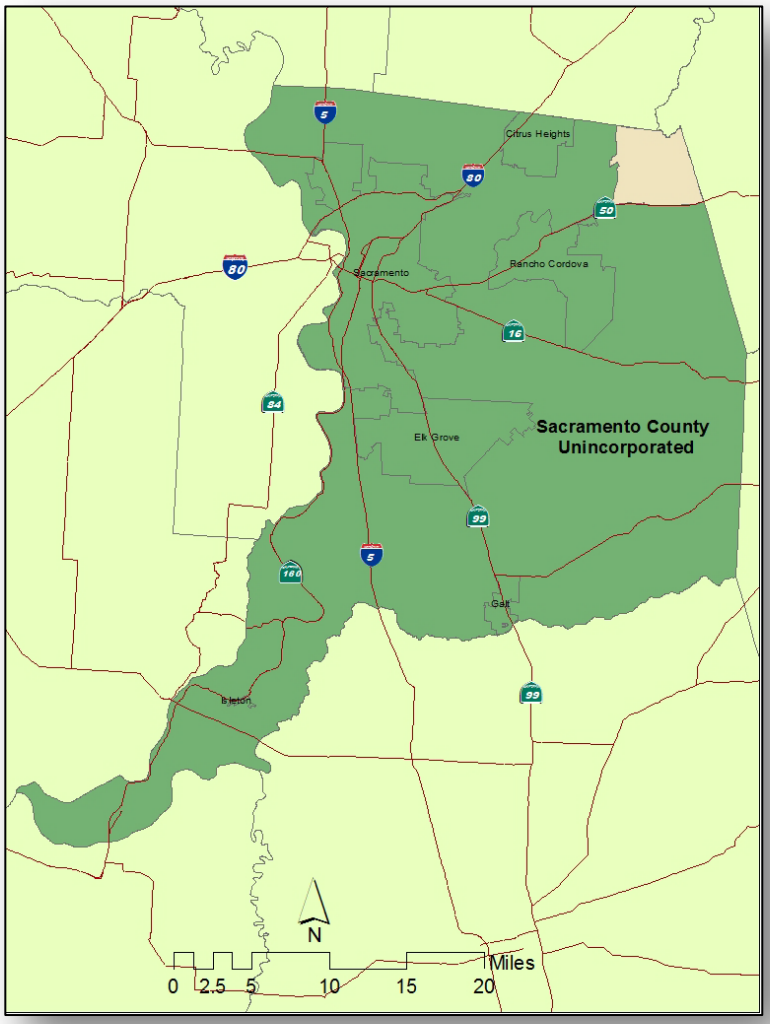


Cities of Aliso Viejo, Anaheim, Brea, Buena Park, Costa Mesa, Cypress, Fountain Valley, Garden Grove, Huntington Beach, La Habra, La Palma, Laguna Beach, Laguna Hills, Lake Forest, Mission Viejo, Newport Beach, Placentia, Rancho Santa Margarita, San Clemente, Santa Ana, Stanton, Tustin, Westminster, and Yorba Linda, located in Orange County, California.

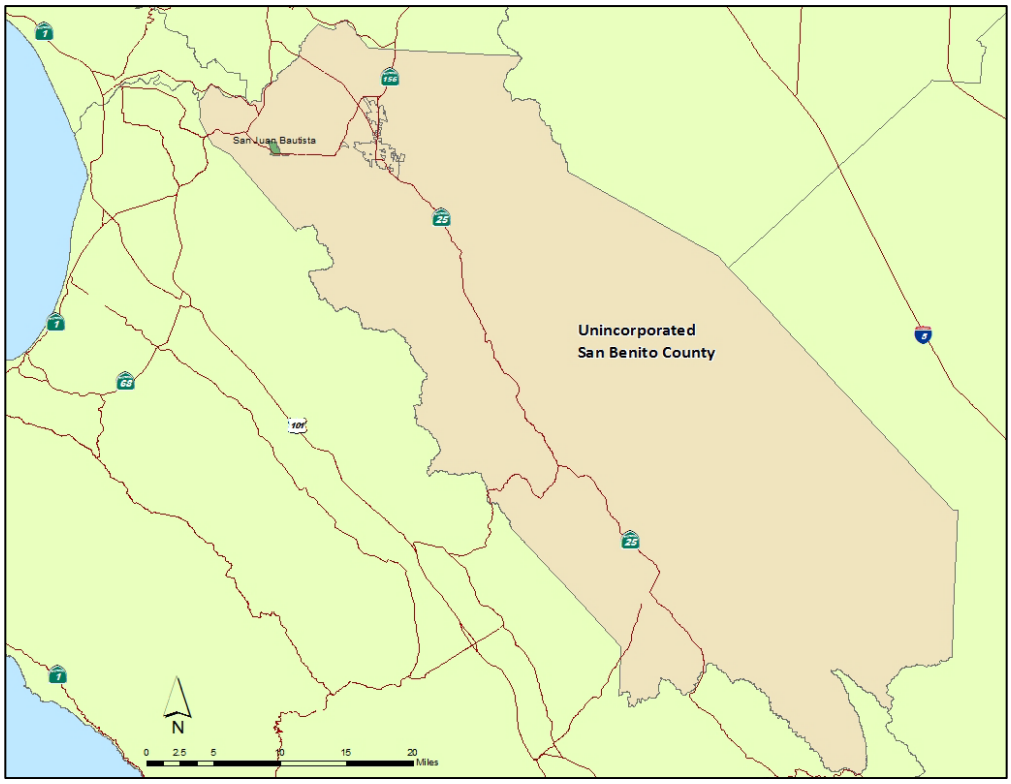
Cities of Beaumont, Blythe, Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs, Rancho Mirage, and Riverside County unincorporated areas located in Riverside County, California



Cities of Citrus Heights, Elk Grove, Galt, Isleton, Rancho Cordova, and Sacramento, and the County of Sacramento unincorporated areas located in Sacramento County, California



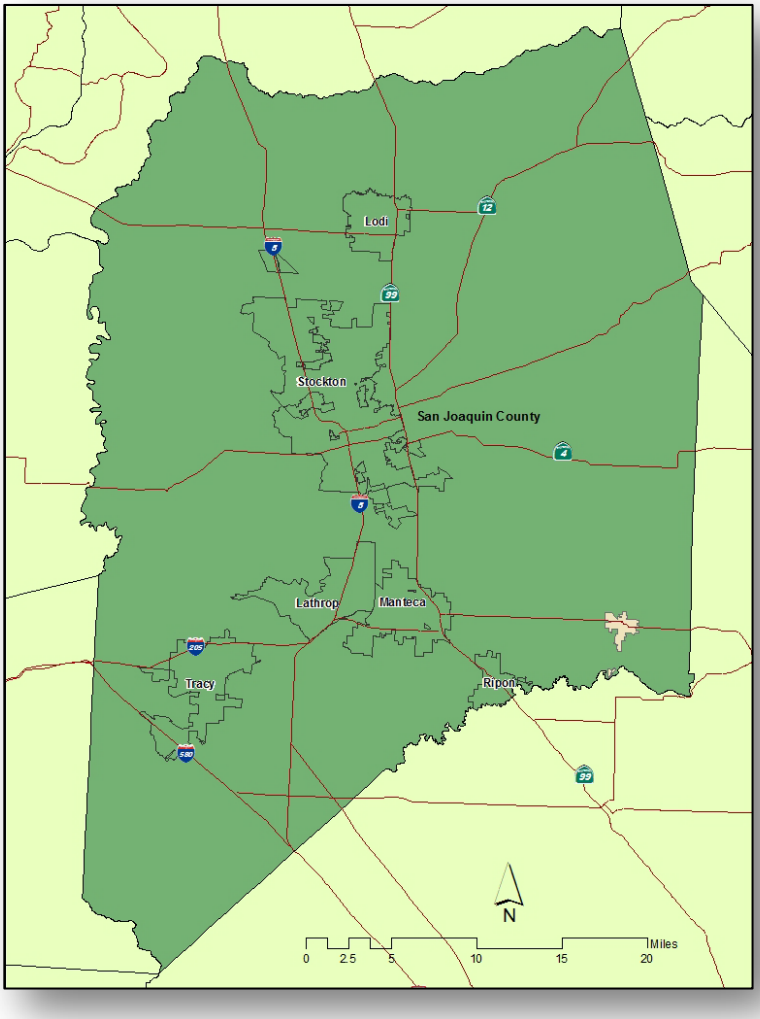
City of San Juan Bautista, located in San Benito County, California



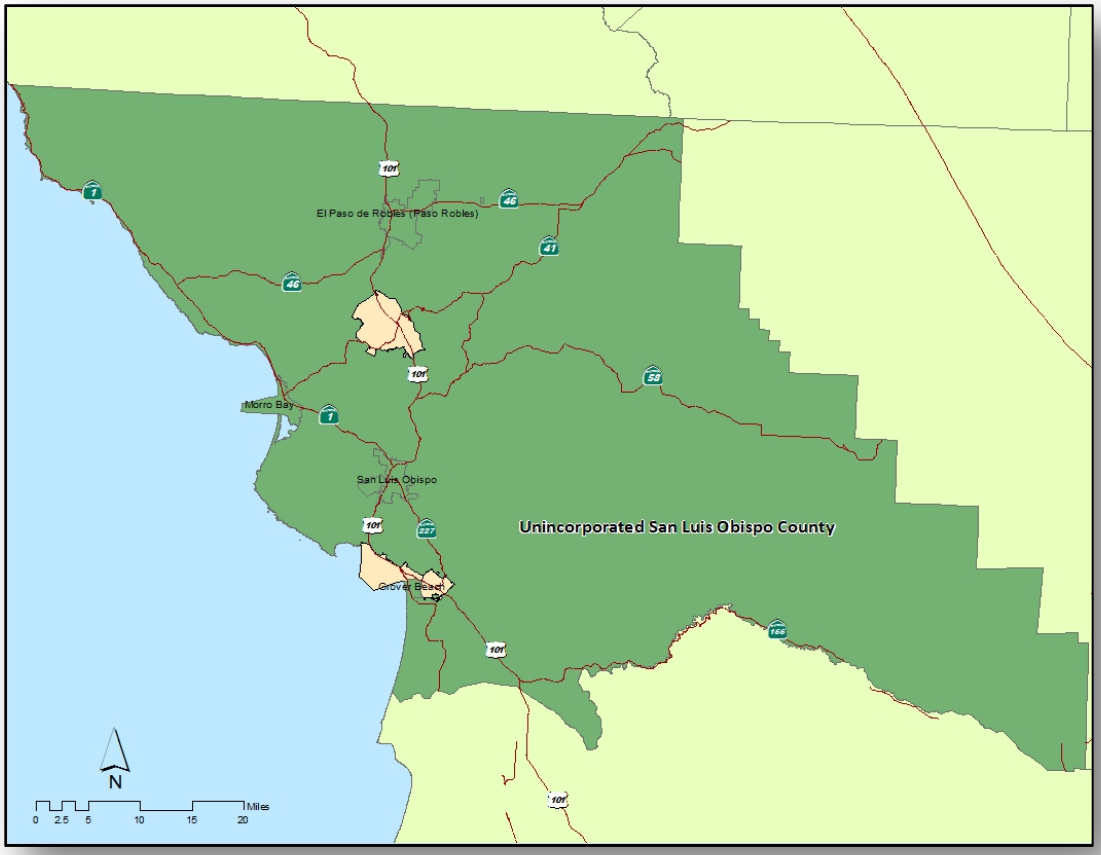
Cities of Carlsbad, Chula Vista, Coronado, Del Mar, El Cajon, Encinitas, Escondido, Imperial Beach, La Mesa, Lemon Grove, National City, Oceanside, Poway, San Diego, San Marcos, Santee, Solana Beach, and Vista, San Diego County unincorporated areas, located in San Diego County, California

City/County of San Fransisco, located in San Francisco County, California

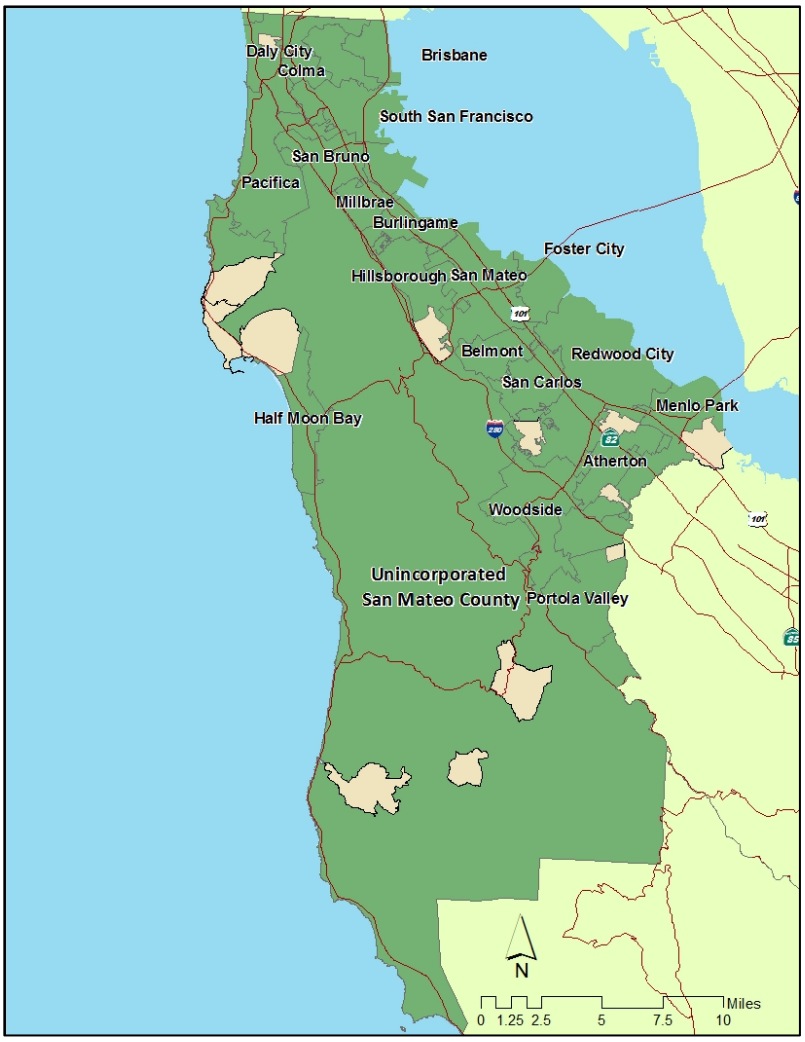
Cities of Lathrop, Lodi, Manteca, Ripon, Stockton, and Tracy, and San Joaquin County unincorporated areas, located in San Joaquin County, California



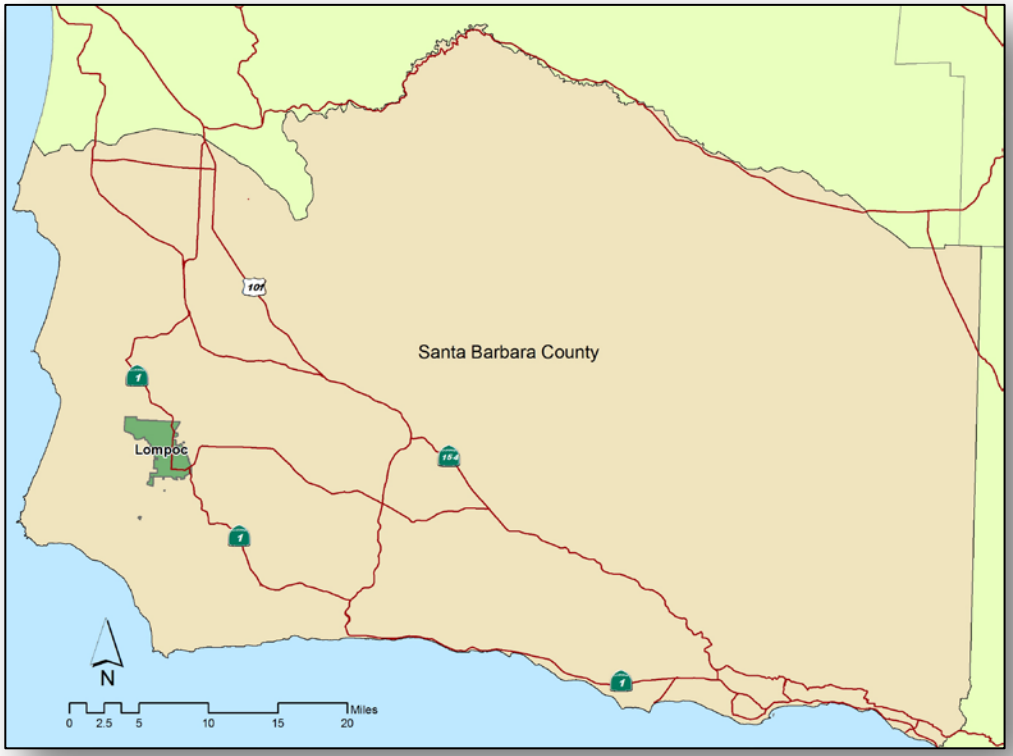
Cities of Grover Beach, Morro Bay, Paso Robles, San Luis Obispo, and San Luis Obispo County unincorporated areas, located in San Luis Obispo County, California



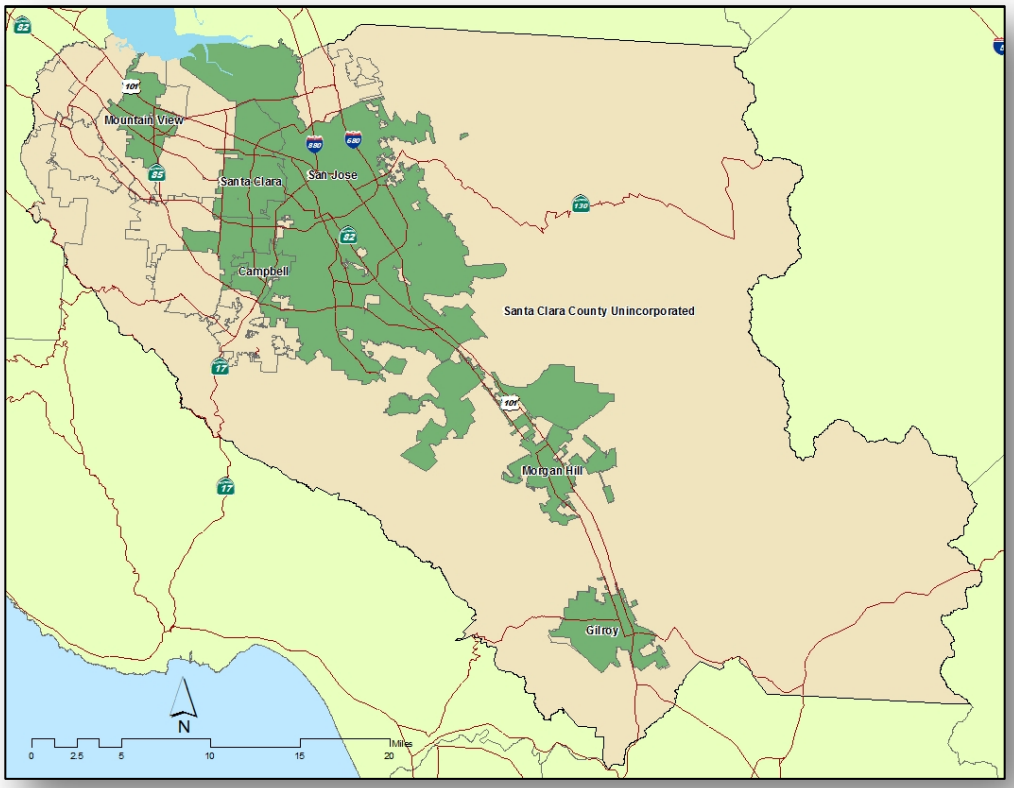
Cities/Towns of Atherton, Belmont, Brisbane, Burlingame, Colma, Daly City, Foster City, Half Moon Bay, Hillsborough, Menlo Park, Millbrae, Pacifica, Portola Valley, Redwood City, San Bruno, San Carlos, San Mateo, South San Francisco, and Woodside, and the County of San Mateo unincorporated areas, located in San Mateo County, California



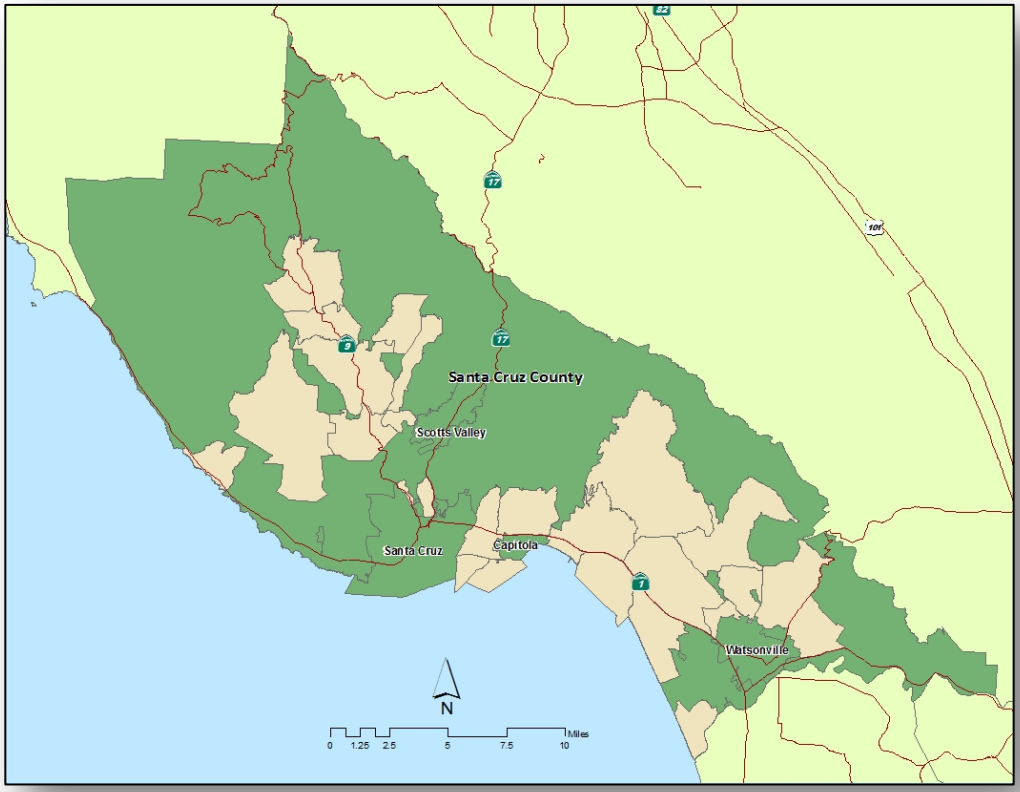
City of Lompoc, located in Santa Barbara County, California



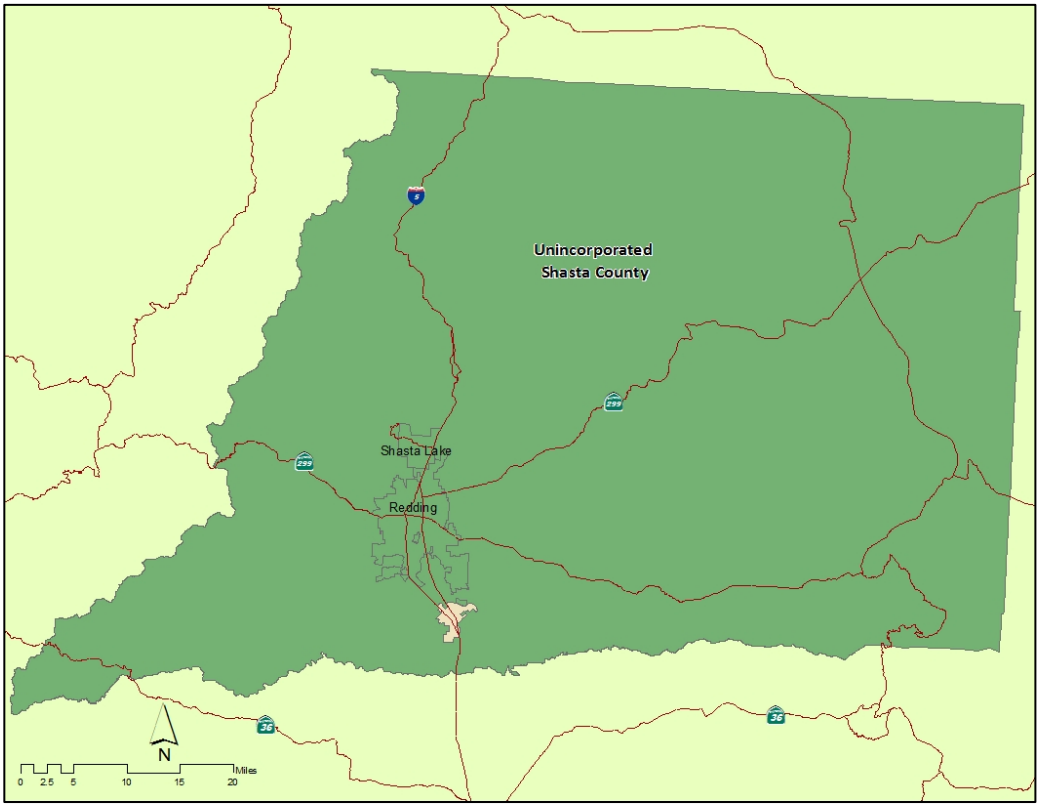
Cities of Campbell, Gilroy, Morgan Hill, Mountain View, San Jose, and Santa Clara, located in Santa Clara County, California



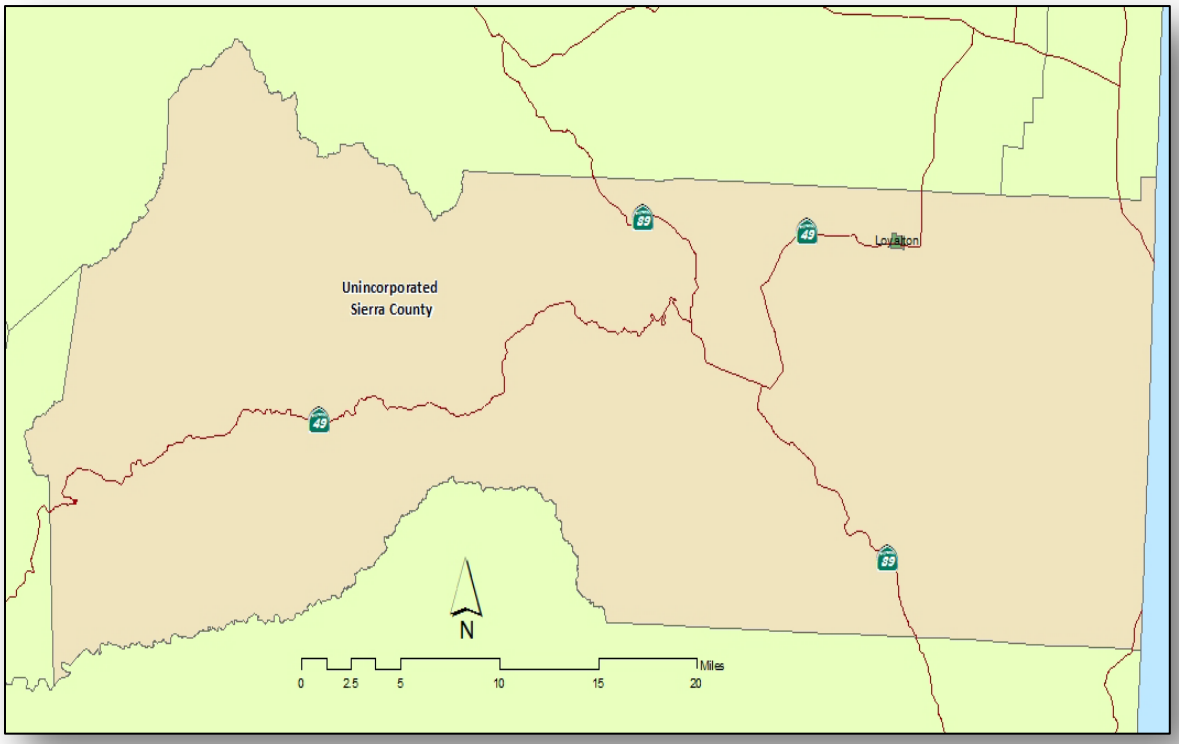
Cities of Capitola, Santa Cruz, Scotts Valley, Watsonville, and Santa Cruz County unincorporated areas, located in Santa Cruz County, California



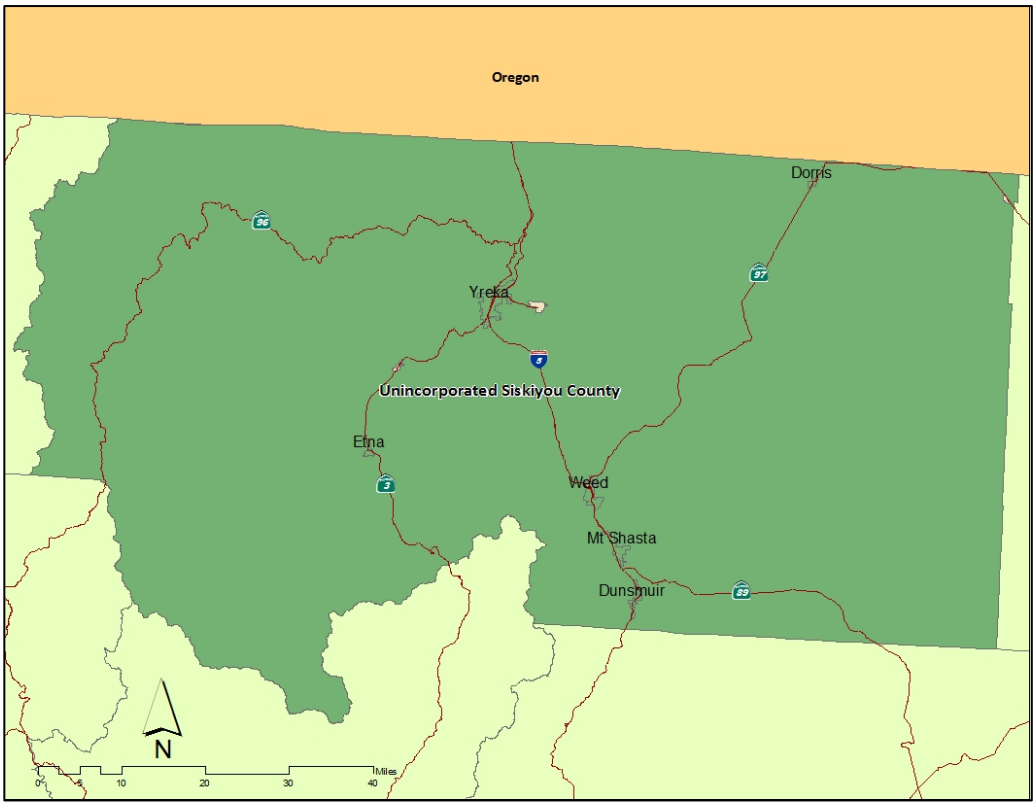
Cities of Redding, Shasta Lake, and County of Shasta unincorporated areas, located in Shasta County, California



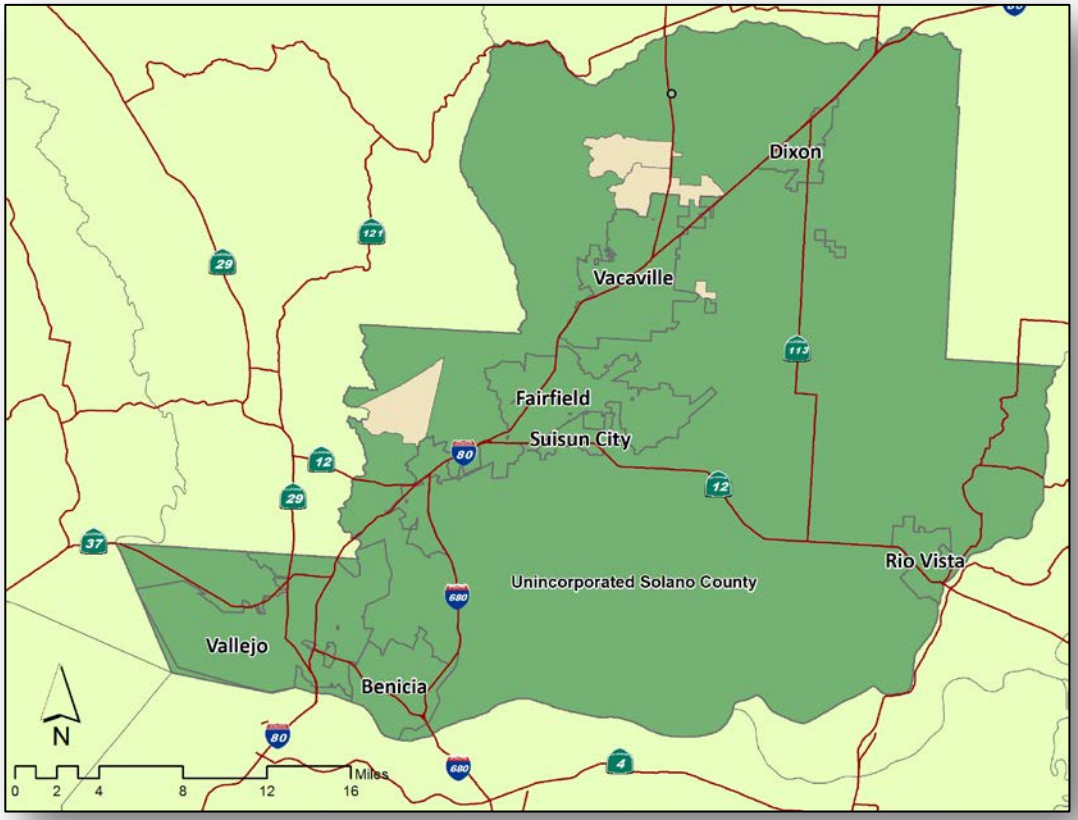
City of Loyalton, located in Sierra County, California



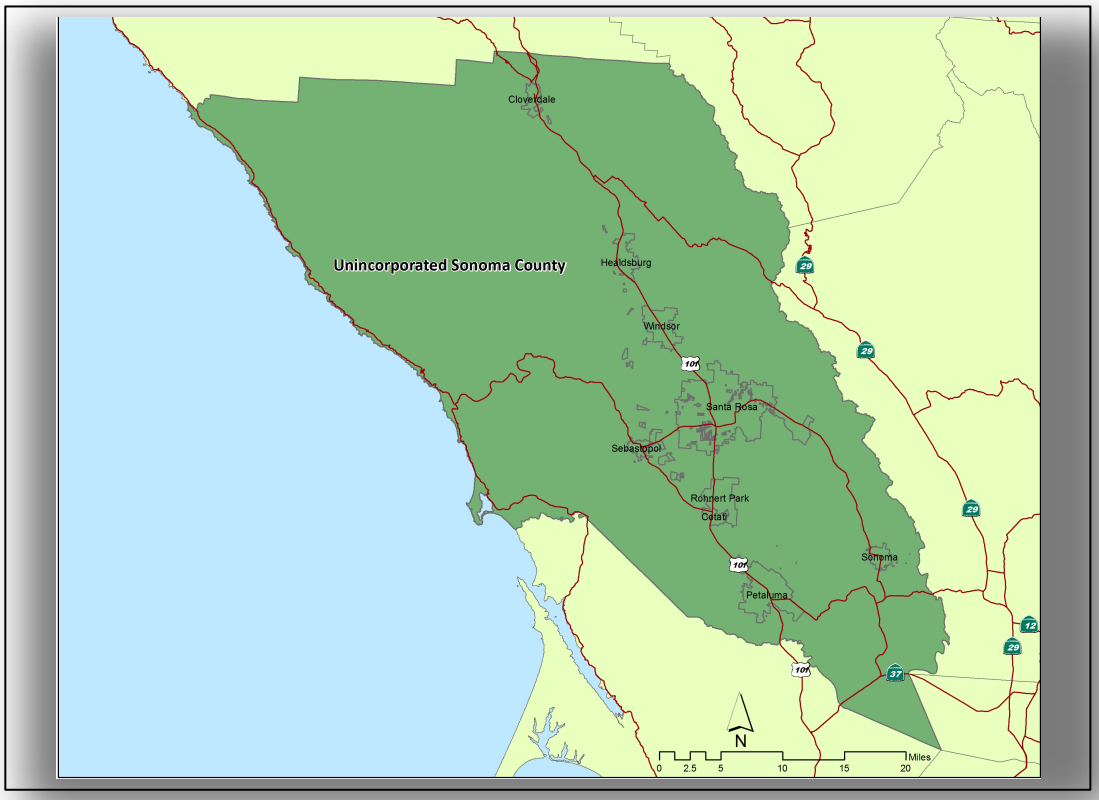
Cities of Dorris, Dunsmuir, Etna, Mount Shasta, Weed, Yreka, and County of Siskiyou unincorporated areas located in Siskiyou County, California



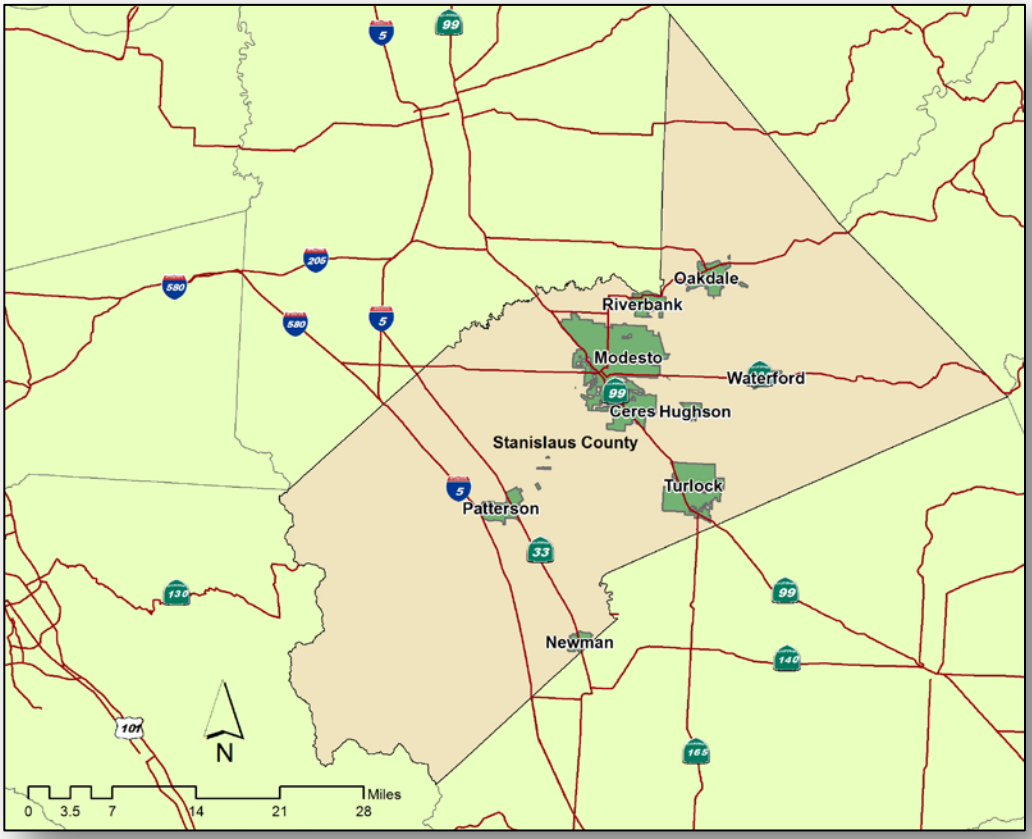
Cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville, Vallejo, and the Solano County unincorporated areas, located in Solano County, California



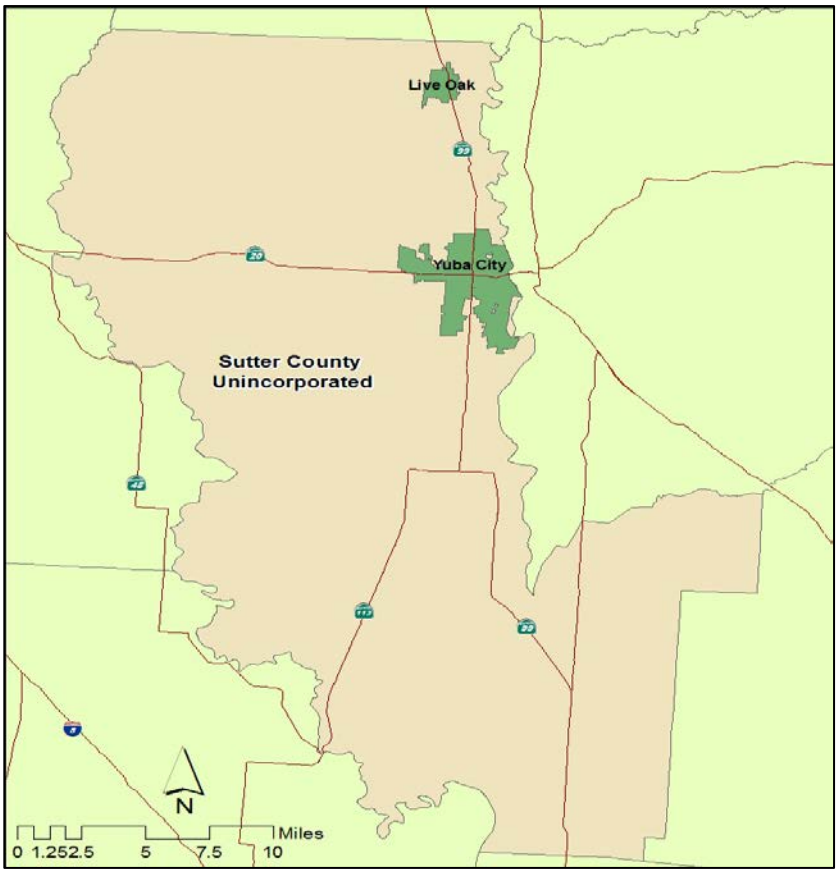
Cities of Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, Sonoma, Windsor, and Sonoma County unincorporated areas, located in Sonoma County, California



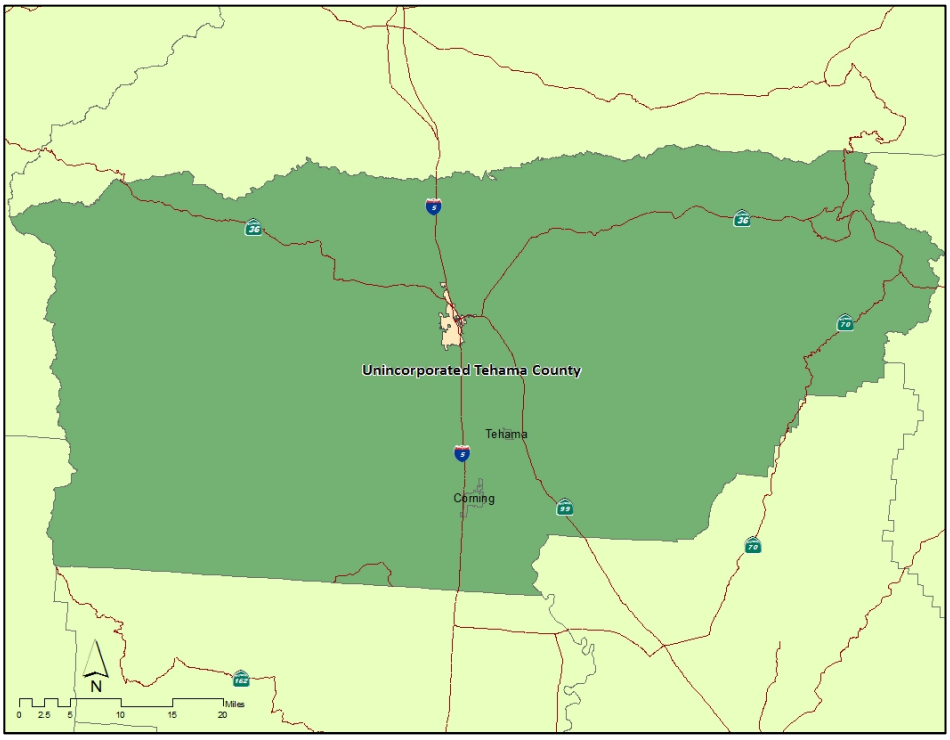
Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford, located in Stanislaus County, California



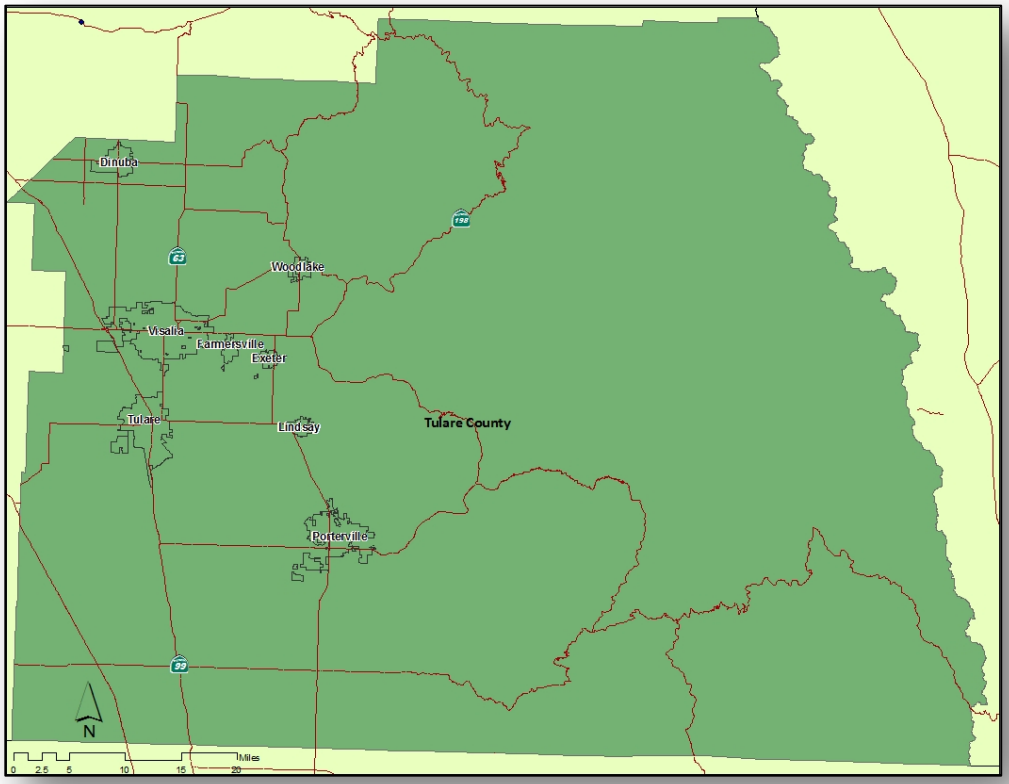
Cities of Live Oak and Yuba City, located in Sutter County, California



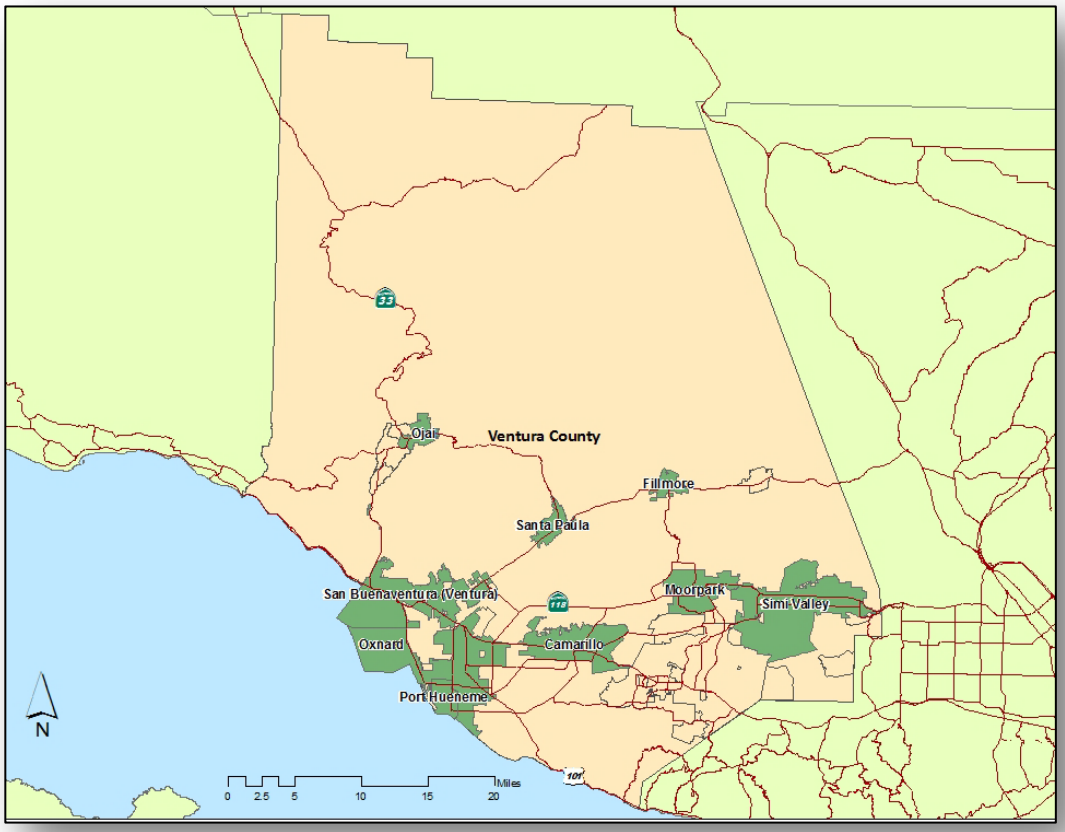
Cities of Corning, Tehama, and Tehama County unincorporated areas, located in Tehama County, California



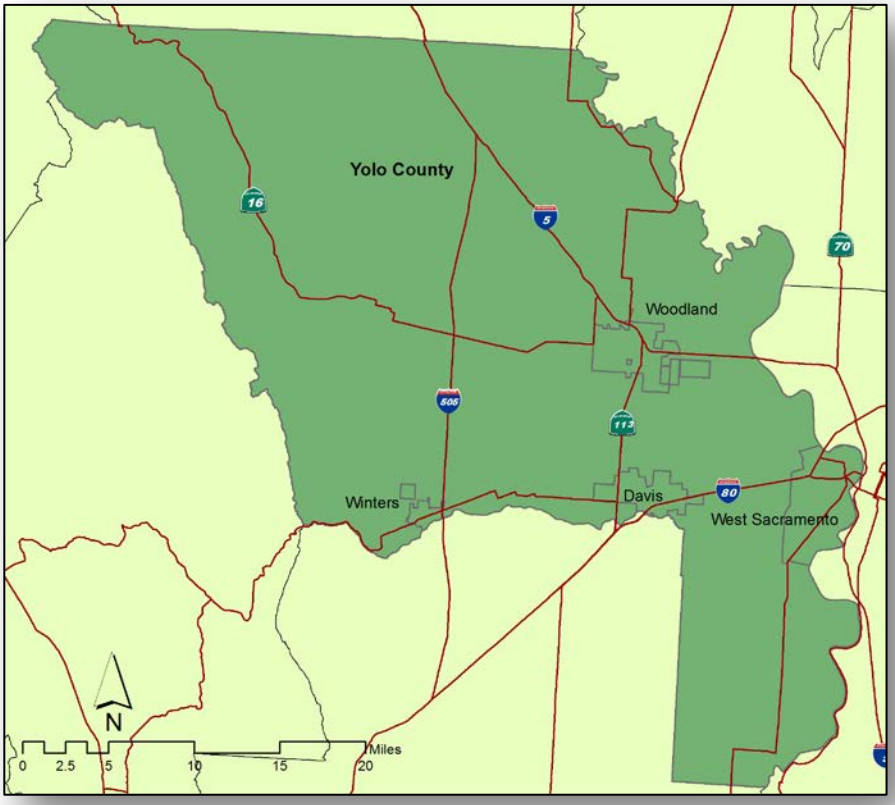
Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia, Woodlake, and Tulare County unincorporated areas, located in Tulare County, California



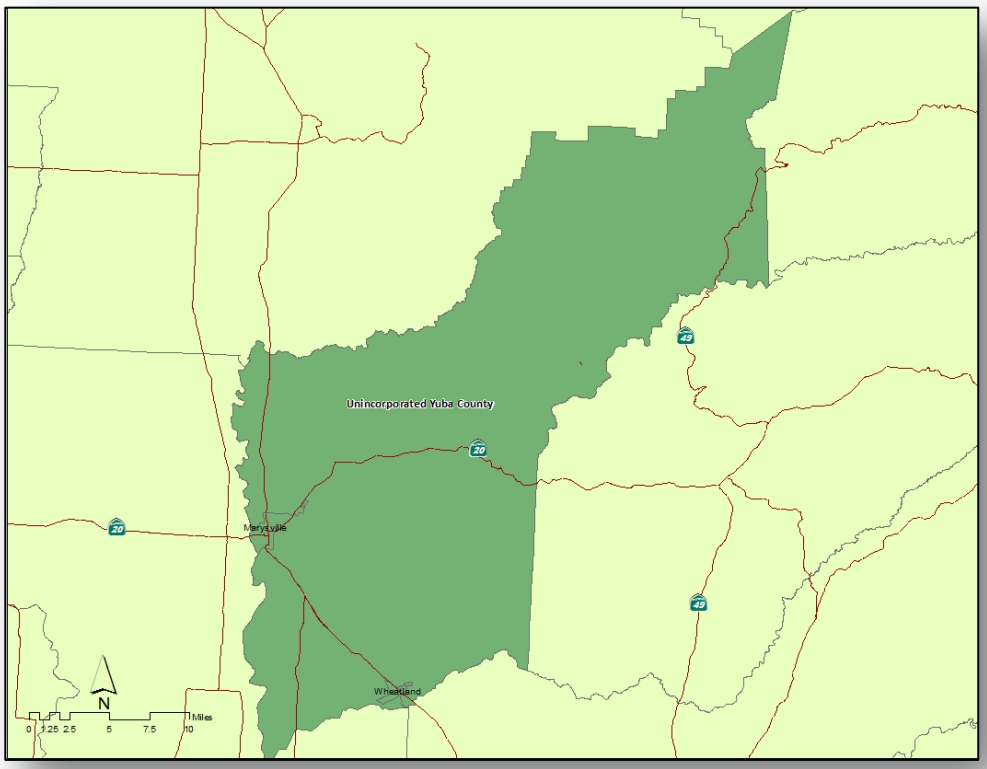
Cities of Camarillo, Fillmore, Moorpark, Ojai, Oxnard, Port Hueneme, San Buenaventura, Santa Paula, Simi Valley, and Thousand Oaks, located in Ventura County, California



Cities of Davis, West Sacramento, Winters, Woodland, and Yolo County unincorporated areas, located in Yolo County, California



Cities of Marysville, Wheatland, and Yuba County unincorporated areas, located in Yuba County, California



Item 5.A

PACE Programs Activities Update and PACE Public Hearing

Attachment 6

Draft Professional Service Contract between WRCOG and Baker Tilly for operational analysis / audit of Renovate America, in an amount not to exceed $140,000 for the Fiscal Year 2016/2017

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WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS PROFESSIONAL SERVICES AGREEMENT FOR OPERATIONAL ANALYSIS AND AUDITING SERVICES INVOLVING RENOVATE AMERICA

1. PARTIES AND DATE.

This Agreement is made and entered into this xxx day of December, 2017, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG") and Baker Tilly Virchow Krause, LLP ("Consultant"). WRCOG and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

WRCOG desires to engage Consultant to render such professional services for to perform an analysis of our residential funding partner, Renovate America, to ensure that they are complying with WRCOG's Energy Efficiency and Water Conservation Administrative Guidelines and Program Report and the residential PACE Consumer Protections Policy for the period of July 1, 2016 through June 30, 2017 ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from January 1, 2018 to January 30, 2019, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. WRCOG retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of WRCOG and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

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

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

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

Russ Hissom, Partner
Amanda Lisowski, Project Manager.

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

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

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

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

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

3.2.10 Insurance.

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

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

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

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

3.2.10.3 Professional Liability. N/A

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

(A) General Liability. The general liability policy shall be endorsed to state that: (1) WRCOG, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects WRCOG, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by WRCOG, its directors, officials, officers,

employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

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

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

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to WRCOG; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to WRCOG, its directors, officials, officers, employees, agents and volunteers.

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

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

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

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

must be received and approved by WRCOG before work commences. WRCOG reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed one hundred-forty thousand dollars ($140,000) without written approval of WRCOG's Executive Director. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage

Laws. WRCOG shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the WRCOG, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

Consultant: Baker Tilly Virchow Krause, LLP
Attn: Russell Hissom, Partner
Ten Terrace Ct
Madison, WI 53707-7398

WRCOG: Western Riverside Council of Governments
4080 Lemon Street, 3rd Floor, MS 1032
Riverside, CA 92373
Attn: Rick Bishop, WRCOG Executive Director
Facsimile: 951-787-7991

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

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

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

3.5.6 Indemnification. Consultant shall defend, indemnify and hold the WRCOG, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against WRCOG, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against WRCOG or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse WRCOG and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the WRCOG, its directors, officials, officers, employees, agents or volunteers.

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

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

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

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

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

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of WRCOG. Any attempt to do so shall be null and void, and any assignees,

hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

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

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

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

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

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

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

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

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

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

3.6 Subcontracting.

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

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

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS	Baker Tilly Virchow Krause, LLP
By: _____	By: _____
Rick Bishop Executive Director	Title: _____

APPROVED AS TO FORM:

By: _____
General Counsel
Best Best & Krieger

EXHIBIT "A"
SCOPE OF SERVICES

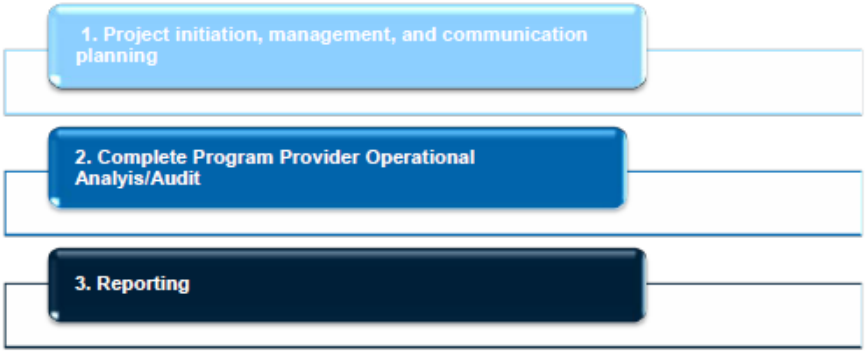
Baker Tilly proposes a modified approach to the FY 2016/2017 engagement:

1. Baker Tilly proposes that the services should be conducted as an Agreed-Upon Procedures engagement under generally accepted auditing standards. This will allow for the specific steps of analysis and testing to be detailed and a formal opinion to be given as to RA's compliance or non-compliance with specific points in the WRCOG PACE contract with RA.

2. Baker Tilly propose to use a risk based approach to the FY 2016/2017 engagement whereby we focus testing more on the areas identified as high risk while still testing other low risk areas to confirm continued compliance.

    a. The report on the engagement for the fiscal year ended June 30, 2016 included findings and observations in specific areas where RA did not adhere to the contract terms as well as other areas where RA met the contract terms with no exceptions. Using a risk based approach will make the use of project hours more efficient in focusing on the major areas where there was past non-compliance and testing the effectiveness of changes that RA has made to address any previous non-compliance.

Scope of work



Detailed project work plan

Our planned project approach is shown in detail in this section. We have structured the project work plan steps to ensure adequate review of systems, data, interviews with key personnel, and detailed review of source documentation. Our testing will review the source documentation related to our sampled items to ensure compliance with WRCOG's Energy Efficiency and Water Conservation Administrative Guidelines and Program Report and the residential PACE Consumer Protections Policy. In addition, we will review policies, procedures, and key controls in place related to this program.

We believe that the approach we have tailored for WRCOG will result in a successful completion of the detailed work plan developed to review management performance of the PACE program. We will also use our industry expertise to provide recommended process improvements related to the management of the PACE program.

1. Project initiation, management and communication planning

We will use the project initiation and management process to ensure an effective and efficient process and one that meets the timeline goals of the project. The steps for this task are as follows:

Objective: To ensure project approach, scope, and activities are in alignment with WRCOG's needs and desired outcomes.	
Task 1.1: Planning with WRCOG	
Detailed work plan steps	Deliverables
1. Conduct project scoping and planning session with WCROG project manager 2. Define project milestones and timeline 3. Schedule meetings to review deliverables and project milestones 4. Distribute project communication materials, including deliverable signoff framework 5. Request input by WRCOG project manager as to other areas they feel we should include as areas of focus	> Project management plan > Project timeline > Status update templates and schedule > Communication plan framework > Approved project protocols for information requests
Task 1.2: Project kickoff with Renovate America	

Scope of work

Detailed work plan steps	Deliverables
1. Conduct project kickoff with Renovate America project manager and key participants to discuss project protocols 2. Review preliminary audit procedures and make updates / clarifications as needed	> Project information protocols delivered to Renovate America on delivery of documents requested within 10 business days > Protocols established for interview contacts > Protocols established for requesting documents and personnel interviews > Protocols for system access
Task 1.3: Background information gathering and clarifications	
Detailed work plan steps	**Deliverables**
1. Issue information request to Renovate America for initial background documentation to review—organization charts, contact information, and relevant systems documentation (will copy WRCOG Project Manager) 2. Review information submitted by Renovate America for completeness and issue follow-up information request as needed 3. Review WRCOG's Energy Efficiency and Water Conservation Administrative Guidelines and Program Report and the residential PACE Consumer Protections Policy for the period of July 1, 2015 through June 30, 2016. 4. Review any prior evaluation reports or activities related to the PACE program, including WRCOG assessments and Renovate America internal audit reports (if performed).	> Information requests
Task 1.4: Finalize work plan	
Detailed work plan steps	**Deliverables**
1. Finalize audit work plans (agreed upon procedures) and gain approval by WRCOG project manager	> Approved work plan

Proven project management methods

Baker Tilly's proven project management methodology has been successfully performed many times on projects of all sizes by our experienced team. Our project management approach is driven by the work plan for this project and includes regular internal team meetings, status updates, commitment to timelines, and frequent, structured communications with the client.

Communication plan

We believe that communication is a key ingredient to project management and overall project success. We have developed a range of tools on past successful projects that facilitate communication among the project team, project stakeholders, and executives. Our communication plan will be tailored to this project. An example of a communication plan proven successful in the past and one we propose for this project is shown as follows:

Scope of work

Communication tool	Weekly reporting	Monthly reporting	Other reporting and information
Project kickoff meeting and charter			√
Communication plan			√
Status reports (at to-be-confirmed intervals, bi-weekly minimum) via phone conference or e-mail	√	√	
Project issues log (as needed) supplied to WRCOG project manager for delays or other project risks			√
Information request logs			√
Draft report discussions			√
Final report presentation			√
Testimony as requested			√
Project close meeting			√

We will tailor the communication plan to meet WRCOG needs and our approach is structured to aggressively analyze, address, and mitigate project risks as they emerge, in addition to the ongoing, day-to-day quality assurance activities by the project manager and project partner to ensure that the project has a successful outcome.

2. Complete Program Provider Operational Analysis/Audit

We will use the project work plan as our guide in testing data, systems, and business processes as it relates to Renovate America's strategies, business processes and information systems in place to manage its compliance with WRCOG's Energy Efficiency and Water Conservation Administrative Guidelines and Program Report and the residential PACE Consumer Protections Policy . We will use a combination of review of business process documentation and internal controls testing, systems reviews, statistical sampling, data extraction tools of databases, source documentation review, and interviews with key personnel.

The period under review for the audit is July 1, 2015 through June 30, 2016. The steps for ascertaining Renovate America's compliance are anticipated to be preliminarily structured as follows. This approach will be finalized with the WRCOG project manager prior to commencing fieldwork:

Objective: To review Renovate America's compliance with the program and their management over the program.	
Task 2.0: Information request, review of policies and procedures, process interviews	
Detailed work plan steps	Deliverables
1. Contact Renovate America project manager for discussion on upcoming information request for testing data and performing interviews 2. Request documentation from Renovate America on policies and procedures and information systems used related to HERO Assessments 3. Interview personnel that are responsible for compliance planning and strategy	> Information requests > Listing of key contacts for audit process > Policies and procedures and / or strategy documents > Business process and information technology documentation

Scope of work

4. Review policies and procedures / business process and information technology systems for analyzing compliance options and developing a compliance plan 5. Compare Renovate America policies, procedures and strategy documentation against compliance. 6. Compliance: a. Compare documents against WRCOG's Energy Efficiency and Water Conservation Administrative Guidelines and Program Report b. Compare documents against residential PACE Consumer Protections Policy for the period of July 1, 2015 through June 30, 2016 c. Review Renovate America's strategy for meeting requirements 7. Request documentation on policies and procedures and information systems used related to tracking HERO Assessments 8. Interview key personnel that are responsible for ensuring compliance requirements are met	> Interview notes > Analysis of Renovate America's strategy and infrastructure (policy, process, systems) with WRCOG guidelines and PACE Consumer Protection Policy
Task 2.1: Sample Selection	
Detailed work plan steps	Deliverables
1. Request a database / system-generated report of all HERO Assessments executed for the audit period 2. Select a statistically valid sample (32) of HERO Assessments for the audit period, ensuring a cross section of energy efficiency, water conservation, and renewable energy projects.	> Sample listing
Task 2.2: Adherence to Policies and Practices	
Detailed work plan steps	Deliverables
On a sample basis, review HERO Assessments for the following attributes / parameters: 1. Program Parameters a. Eligible assessments consistent with objectives of the PACE enabling legislation b. All aspects of WRCOG's guidelines and program report are being adhered to c. Only eligible financing properties are approved d. Approved properties meet WRCOG's program eligibility criteria e. Provider verified that homeowners are eligible at time of application f. Procedures are established to ensure the homeowner intends to install Eligible Improvements and that such improvements have been installed at the time of funding g. Processes and controls exist to ensure that personal identifiable information is obtained directly from the homeowner and not a third party h. Improvements are approved by the Provider and installed by the Registered Contractor i. Provider has established and maintains an Eligible Improvements database that conforms to the requirements, defines a process for adding or modifying the database, ensures performance standards are calibrated and verified using performance criteria established by US. DOE, EPA,	> Policies and Procedures documentation > Interview notes from key individuals involved in HERO Assessments > Results from sample-based testing > Listing of key controls in place > GAP Analysis (current state vs. recommended improvements)

Scope of work

CEC, or other federal and state agencies, and the product is permanently affixed to the property

j. For Solar Power Agreements, the Provider is adhering to Streets and Highway Code 5899.2

2. Disclosures and Documentation
   a. Ensure that the Provider has verified that the homeowner has (i) submitted an application; (ii) received approval of the Improvements from the Partner; and (iii) executed documentation covering the terms
   b. Provider has verified that the homeowner has (i) executed an acknowledgement that the installation of the Improvements has been completed satisfactorily; and (ii) received a final summary of costs and payments
   c. The Provider verified that the terms comprise of the amount financed including fees and capitalized interest, the repayment process and schedule, the payment amounts, term does not exceed useful life of the improvement, the rate of interest charged, a fixed interest rate, fully amortized payment schedule, nature of lien created upon recordation, specific improvements to be installed, the 3-day right to cancel the financing, right to withhold payment until project is complete, and Section 5899.2 rights for solar lease improvements
   d. Provider verified the delivery to, and receipt by, the homeowners of the disclosures along with written acknowledgement from homeowner that they have read and understand them
   e. At what point does the Provider confirm by telephone interviews with the homeowner applicant each of the Program financing terms (i.e., new contractors, protected classes, etc.)?
   f. The Provider confirms terms and includes the appropriate information as outlined in the RFP
3. Funding Process
   a. Provider offered fixed simple interest rates and payments are fully amortized
   b. Determine if the Provider has a source of capital for funding PACE financed projects separate from WRCOG's general fund or budget and have access to capital markets to ensure funding of
   c. qualified projects is available on a consistent basis
   d. The Provider can demonstrate the capacity to fund assessments that over a six (6) month period immediately following WRCOG's review of the Provider's financial statements, determine how calculated
   e. The Provider offer the capability to accommodate homebuyers and homeowners by offering subordination of certain rights of its PACE assessment lien to the lien of a mortgage or deed of trust. How many, how successful, what issues encountered?
   f. What fees are charged to Contractors (if any)? How much and why?
4. Operational Process
   i. Determine if the Provider has adequate personnel, processes,

Scope of work

expertise, tools and technology necessary to support WRCOG's Program Report and residential Consumer Protection Policies

5. Post-funding Homeowner Support
   a. Determine if, and how, the Provider is proactively monitoring and testing the consumer protections available to homeowners, and requesting feedback from homeowners and contractors to identify areas in need of improvement
   b. If there is a post-installation onboarding procedure to reinforce key characteristics of the Program, such as those highlighted in the Program disclosures, review the procedure and determine how it is implemented
   c. Identify what disclosures and resources are in place to resolve homeowner questions regarding matters such as impound account catch-up payments, payment timing inquires and payment amount reconciliation
   d. Determine the procedures for responding to requests for partial or full prepayment of their PACE
   e. property tax assessment in a timely and complete manner
   f. Identify whether the Provider is tracking, resolving, reporting and otherwise properly managing all inquiries and complaints, etc., from homeowners and how this is completed
   g. Determine if and how the Provider is proactively working to resolve inquiries and complaints in a reasonable and timely manner and in accordance with the Program guidelines, and making communication for homeowners available during regular business hours by phone, email and facsimile communication
   h. Determine if the Provider has the capabilities to assist homeowners who are refinancing or selling their Properties, how is this determined and verified?
6. Data Security and Privacy Procedures
   a. Ensure the Provider is complying with secure and tested processes to protect the personal identifiable information of the homeowner, review processes
   b. Determine if the Provider has the minimum viable configurations in place on all servers? All firewalls should have continuous logging enabled and access control lists and audited server configurations should be used to ensure that data security is maintained. Document the Provider's efforts.
   c. Identify if, and how, the Provider is informing and enforcing the compliance with the Program's data privacy and security policies on the part of every employee, contractor, vendor, agent, service provider, representative, and associate who is exposed to personal identifiable information of homeowners
   d. Determine the preventions and controls the Provider has implemented to prevent unauthorized copying, disclosure, or other misuse of sensitive consumer information
   e. Determine if the Provider is utilizing a Privacy Policy that complies with state and federal law to prohibit the sharing of personal information to third parties

Scope of work

f. Identify if, and how, the Provider is delivering any updates to the Privacy Policy to the homeowners

7. Marketing and Communication
   a. Determine if the Provider is using any methods that are or could appear to be unfair, deceptive, abusive, and/or misleading, that violate laws or regulations, that provide tax advice, that are inappropriate, incomplete or are inconsistent with the Program's purpose (e.g., use of check facsimiles to dramatize the amount of PACE Program financing available or presented as if a negotiable instrument), or are otherwise potentially confusing to property owners
   b. Identify whether there are any marketing practices likely to add unnecessary expense to a homeowner (e.g., paying consumers for applications), or are the unlawful use of sensitive consumer data or that violate any other law or regulation (including, for example, practices related to telemarketing)
   c. Determine if the Provider has a plan for developing, delivering to and enforcing marketing guidelines for the Program's Registered Contractors. Document the plan
   d. Identify whether any marketing materials that fall outside of marketing guidelines established being approved by the Provider to ensure that they are not unfair, deceptive, abusive and/or misleading
   e. Determine if the Provider, contractor or third party (who is not a tax expert) providing tax advice to consumers regarding their Program financing which includes making affirmative statements or claims as to the tax deductibility of the payments? If so, why?
   f. Identify whether the Provider, contractor or Affiliated Individual providing a direct cash payment or other thing of value to a homeowner explicitly in exchange for such homeowner's selecting Program financing? If so, why?
8. Protected Classes
   a. Ensure the Provider has controls designed and implemented to monitor and test compliance with all state and federal laws covering homeowners in protected classes. Document these controls.
   b. Determine if the Provider has developed and is implementing a program that validates elder homeowner (i.e., homeowners over 64 years old) understanding of the eligible improvement project for which they are seeking Program financing, including the terms of such financing. Document the process.
   c. Ensure the Provider is providing legally unbiased access to, and the decision of, requests for Program participation
9. Contractor Requirements
   a. Ensure the Provider confirms that all contractors who sell, install, or manage subcontractors who install, Eligible Improvements have executed and that all such contractors and all employees, entities, owners, partners, principals, independent contractors, third party agents or other person

who perform any services for the contractor in connection with a Program financing (collectively, the "Affiliated Individuals") meet the requirements of the Program's Contractor Participation Agreement (Attachment C)

b. For Registered Contractors, ensure that the Provider confirms the following:
   i. Has a specified probationary period been identified (i.e., place the new Registered Contractors on a watch list until the new Registered Contractors have completed the required number of Improvements)? If so, what is the period of time?
   ii. Has a procedure in place, during the Registered Contractor probationary period, to provide additional quality assurance steps for Improvements completed by the Registered Contractors on the watch list? If so, what are the additional assurance steps?
   iii. Has a procedure in place to review Registered Contractor's work to confirm satisfactory completion of projects conducted during the probationary period for which Program financing is used? If yes, what is that process?
c. Determine if the Provider has implemented a contractor management system and has procedures that manage and track contractor training and compliance violations on an individual and company basis. Document this process.
d. Identify whether the Provider makes available contractor training regarding, at a minimum, the following: (i) the applicable contractor code of conduct terms as required by the Program, (ii) protected classes, including, without limitation, elder protection, and (iii) other consumer protection measures as required by the Program. If so, how are they made available?
e. Determine whether the Provider warns, suspends or terminates a Registered Contractor and/or Affiliated Individual from the Program based on violations of the Contractor Participation Agreement? If so, how is this being determined?
f. Determine if the Provider accepts Program applications processed by suspended or terminated contractors and/or associated representatives? If so, why?

10. Maximum Financing Amount
   a. Identify and document how the Provider is determining Maximum Financing Amounts (MFA)
   b. Determine if the Provider has established a MFA for each product type (e.g. for central air conditioners, solar PV systems, solar thermal systems, and artificial turf)
   c. Determine whether the Provider has established product/project attribute related pricing rules that dictate what pricing within such low to high MFA range is justified? If so, what are they?
   d. Identify and document the Provider's processes and systems for purposes of enforcing the MFA rules for every project
   e. Determine if the Provider has funded any Improvements for an

amount that is greater than the MFA for such product and why 11. Reporting a. Ensure the Provider is providing statistics reporting and estimated impact metrics in the following categories on a quarterly basis: (i) number of projects funded, (ii) project amount funded, (iii) estimated amount of energy savings, (iv) estimated amount of renewable energy produced, (v) estimated amount of water savings, (vi) estimated amount of greenhouse gas emissions reductions, and (vii) estimated number of jobs created b. Determine if the Provider reports are being developed and collected using standardized, third party verified methodologies? If so, by which third party? 12. Closing and Funding a. Ensure the Provider is confirming, before funding, that the Eligible Improvements financed are installed, operational and in a condition that is acceptable to the homeowner and the contractor, and requiring that the homeowner and the contractor attest to such by signing a document stating that all Improvements have been installed to the homeowner's satisfaction and in accordance with product specifications? If so, how is this confirmed? b. Determine if the Provider is confirming that homeowners obtain required permits for the installation of Improvements and provide verification thereof upon request? If so, how? c. Ensure the Provider is only disbursing funds for completed projects. d. Determine how the Provider confirms that product(s) listed on the Completion Certificate and for which Program financing has been provided have been installed e. Identify whether the Provider has developed and implemented a randomized onsite inspection protocol? If so, what is that protocol?	

3. Reporting

Project documentation and specific testing results will be used to compile Baker Tilly's report. The report will be supported by audit work papers and data requested.

Objective: To utilize the data analyzed and reviewed to write a comprehensive report of compliance findings and recommendations for improvements in processes to aid in future compliance.	
Task 3.1: Design report framework	
Detailed work plan steps	Deliverables
1. Using work from Task 2 above, design report sections around compliance findings and recommendations 2. Overall report design will be an executive summary supported by detailed information	> Report template
Task 3.2: Prepare detailed section of report	
Detailed work plan steps	Deliverables
1. Prepare detailed section of report	> Detailed report section of report

Scope of work

2. Include all schedules needed to support findings and recommendations 3. Prepare summary document that cross references all findings to source documentation 4. Prepare listing of recommended business process improvements	> Cross reference document of all findings to source documentation
Task 3.3: Prepare executive summary report	
Detailed work plan steps	Deliverables
Prepare executive summary based on detailed recommendation sections of report	> Executive summary section of report
Task 3.4: Quality assurance	
Detailed work plan steps	Deliverables
1. Use Baker Tilly quality assurance process for report review 2. Make report revisions and complete report draft to be issued to WRCOG	> Review procedures completed
Task 3.5: Report review with WRCOG	
Detailed work plan steps	Deliverables
1. Issue draft report to WRCOG and allow 2. for time interval for review 3. Gain feedback from WRCOG staff on their impressions of report and revisions that should be made	> Draft report in Microsoft Word
Task 3.6: Issue report	
Detailed work plan steps	Deliverables
1. Make final report revisions 2. Issue final report of findings of non-compliance and recommendations 3. Report presentations as requested by WRCOG	> Final report in Microsoft Word > Summary presentations for meetings in PowerPoint format

Dedicated service team

Members of your project team have extensive compliance experience, particularly in evaluating programs similar to HERO. Our project team is staffed with individuals who are qualified and experienced to address issues that may arise during the project and conduct the project professionally and to report independently and fully on the issues under review.

In the 12 months ending May 31, 2016, 91 percent of Russ Hissom's clients have rated him with a **9 out of 10** with an average rating of **9.73**

See Appendix B for resumes of your engagement team members. Their roles and responsibilities and brief biographies follow in this section:

Member, title	Qualifications
Russell Hissom CPA, CIA, CISA, Partner	Serve as the engagement partner; direct the Baker Tilly project staff; attend meetings, provide quality assurance, including developing findings of compliance and non-compliance; and review and present deliverables. Russ will be responsible for overseeing the project and earning your utmost satisfaction with our service, work, approach, findings, and recommendations
Amanda Neuman Project Manager	Serve as the day-to-day project manager, single point of contact, subject matter expert, attend meetings as needed, and provide quality assurance review of the

Scope of work

Member, title	Qualifications
	detailed testing and perform reviews and edits to the deliverables. Amanda will be in close contact with the WRCOG project manager and will provide status reports on a weekly basis to discuss the project schedule and budget.
Brian Kim Consultant Manager	Serve as manager of compliance review staff and subject matter expert; attend meetings as needed; ensure successful completion of work plan; and author deliverables, including findings of compliance and non-compliance (Task 3 from the RFP). Brian will also be responsible for completing Task 1 in the RFP - sample selection.
Kyle O'Rourke MPA, CIA, Senior Consultant	Assist in the successful completion of the work plan (Task 2 from RFP). This includes conducting interviews, reviewing policy and procedure documentation, documenting findings, review and documentation of key controls in place, identifying areas of improvement, and preparing the initial draft report (Task 3 from RFP).
Danielle Wakai CPA, CISA, Senior Consultant	Assist in the successful completion of the work plan (Task 2 from RFP). This includes conducting interviews, reviewing policy and procedure documentation, documenting findings, review and documentation of key controls in place, identifying areas of improvement, and preparing the initial draft report (Task 3 from RFP).

Quality control and our most recent Peer Review

We strive to maintain the highest level of quality control over reports and other deliverables. Our firm policies require that detailed reviews of the report and working papers be done at the partner and manager level. In addition, concurring reviews of the deliverables will be done by a partner independent of the day-to-day operations of the project. This process can assure you that the final document, findings, and recommendations will be of the highest and most accurate quality.

Professionalism in the accounting industry means independence, integrity, and objectivity. This is accomplished through unwavering adherence to professional standards and the associated laws and regulations. This includes withstanding all pressures, competitive and other, which could compromise our principles, standards, and quality.

We have developed our own policies and procedures in order to provide reasonable assurance that every audit, tax, and accounting engagement will be completed in accordance with the highest standards the public and our clients expect us to meet. We have numerous stages of review before a finished product is issued.

As members of the AICPA, we are required to develop and maintain a quality control document which outlines the following major areas of quality control:

- Independence, Integrity, and Objectivity
- Personnel Management
  - Hiring
  - Assigning of Personnel
  - Professional Development
  - Advancement
- Acceptance and Continuance of Clients and Engagements
- Engagement Performance
  - Performance

Scope of work

- Consultation
- Monitoring

Our quality control document and our adherence to its provisions are subject to an independent outside review, which is required every three years. Our most recent peer review was completed on November 3, 2015. Firms can receive one of three marks—*pass*, *pass with deficiencies*, or *fail*. Baker Tilly received a rating of *pass*, the highest mark possible. No letter of comments was issued. A copy of our 2015 Peer Review letter can be found in Appendix D.

In addition to the external peer review, we perform internal office inspections annually to ensure we are maintaining our audit quality at the highest possible standards.

Identify any special issues, problems or risks that are likely to be encountered in this project and how the Proposer would propose to address them.

The main issues and risks we encounter in projects like this are in the providing of data by the party under audit. In our experience in working on similar projects where we must request data from parties being audited, we have found that it is necessary to be exacting and persistent in requesting items of information in order to receive what is needed to perform required analysis and testing. We will use our knowledge of the energy industry in requesting information needed for the audit in order to ensure minimal delays in the information gathering process. We will request that all information requested be supplied within 10 business days, unless WRCOG has another protocol that it generally follows.

We will use communication plan protocols if there are delays in receipt of information outside of the 10-day requirement or if information requested is not provided after repeated requests. We will work with the WRCOG project manager to address these issues to ensure proper information is received to meet the goals of the project.

EXHIBIT "B"
COMPENSATION

Phase	Partner	Project Manager	Manager	Senior	Staff	Total
1. Project planning and communication	26	24	5	5	5	65
2. Project fieldwork	12	107	107	107	107	440
3. Reporting	54	54	32	32	32	204
Total hours	**92**	**185**	**144**	**144**	**144**	**709**
Hourly rate	$270	$200	$170	$140	$125	
Total fees	$24,840	$37,000	$24,480	$20,160	$18,000	$124,480
Travel expenses						15,840
Total fee						**$140,320**

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Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **Presentation by the Riverside County Superintendent of Schools**

Contact: **Dr. Judy White, Riverside County Superintendent of Schools, Riverside County Office of Education, jdwhite@rcoe.us, (951) 826-6670**

Date: **December 4, 2017**

The purpose of this item is to *inform the Executive Committee of activities undertaken by the Riverside County Office of Education.*

Requested Action:

1. Receive and file.

This item is reserved for a presentation from the Riverside County Office of Education, Superintendent of Schools.

Prior Action:

None.

Fiscal Impact:

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

Attachment:

1. PowerPoint Presentation by the Riverside County Office of Education.

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Item 5.B

Presentation by the Riverside County Superintendent of Schools

Attachment 1

PowerPoint Presentation by the Riverside County Office of Education

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RIVERSIDE COUNTY OFFICE OF EDUCATION

Informational Presentation to Western Riverside Council of Governments

December 4, 2017

Presented by Judy D. White, Ed.D., Riverside County Superintendent of Schools

Facts About Riverside County

Pledge

"All students in Riverside County will graduate from high school well prepared for college and the workforce."

- 430,000 Students
- 23 Districts
- 28 Cities
- 35,868 Employees
- 417 Grades K-12 Sites

2

The Role of Riverside County Office of Education

- Services for –
  - Alternative Education
  - Come Back Kids
  - Special Education
  - Court Appointed
  - Migrant Head Start
  - Early Childhood
  - Foster Youth
- Fiscal Responsibility
- Role of Board - Transfers, Expulsions, Charters
- District Superintendents' Meetings

3

The Role of Riverside Office of Education (Cont.)

- Legislative Advocacy
- Personnel Services
- Technology
- Cyber Security
- Professional Development
- College and Career Education
- Multilingual Support

4

Recognition and Celebrations

- Educators of the Year
- Spelling Bee
- Science Fair
- History Day
- Mock Trial
- Academic Decathlon
- Seal of Multi-literacy
- Student Academic Awards
- Celebrating Educators

5

County Superintendent – Fiscal Oversight

- Responsible for fiscal oversight (solvency) of each school district in the county.
- Reviews and approves district budgets, interim financial reports, and external audits.
- Serves as fiscal agent for 21 of the 23 districts, all four community college districts.

6

County Superintendent – Intervention Responsibilities

- Required to intervene when budgets are "qualified" or "negative."
- May intervene at any time during the fiscal year.
- May call for an extraordinary audit when fraud, misappropriation is suspected.

7

County Superintendent – Local Control Accountability Plans (LCAP)

- Reviews each district's LCAP for adherence to state requirements.
- Must approve LCAP before approving budget.
- Comments on the efficacy of the LCAP.

8

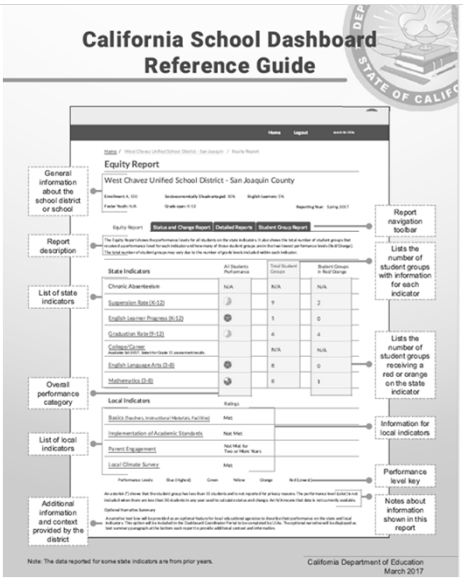
California School Dashboard

What is California School Dashboard?

The Dashboard is a new website that shows how local educational agencies and schools are performing on the indicators (test scores and graduation rates) included in California's new school accountability system. The Dashboard provides information that schools can use to improve.

Why was the Dashboard created?

The Dashboard was created to provide parents and the public a better idea of what is happening in our schools and to identify schools and districts that need extra help. The Dashboard is a component of the Local Control Funding Formula law passed in 2013 that changed how California provides funding to public schools and holds local educational agencies accountable for student performance.



California School Dashboard
State Indicators

State Indicators	All Students Performance
Chronic Absenteeism	N/A
Suspension Rate (K-12)	
English Learner Progress (K-12)	
Graduation Rate (9-12)	
College & Career Available Fall 2017. Select for Grade 11 assessment results.	
English Language Arts (3-8)	
Mathematics (3-8)	

Performance Levels	
Blue *(Highest Performance)*	
Green	
Yellow	
Orange	
Red *(Lowest Performance)*	

The state goal for all state indicators is to **reach the Green** performance level. Any performance level below Green (i.e., Yellow, Orange, or Red) indicates that improvement is needed.

Riverside County has the second highest graduation rate in the state among counties larger than 25,000 students.

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Race to Submit

Race to Submit is challenging high schools in Riverside County to increase their Free Application for Federal Student Aid (FAFSA) submission rates and helping students discover the financial aid available to them.

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College and Career

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Career Technical Education (CTE)

The CTE Program is a career training program designed to:

- Help prepare students for a wide-range of careers by providing marketable skills and a strong work ethic.
- Courses offer students hands-on experience needed to secure and maintain employment.
- Some classes offer students college credit for work completed in high school.

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Career Technical Education (CTE) - continued

Occupations with Fastest Job Growth in Riverside County Projected 2014-2024

1. Web Developer
2. Software Developers, Applications
3. Information Security Analysts
4. Nurse Practioners
5. Computer Systems Analysts
6. Home Health Aides
7. Market Research Analysts
8. Marketing Specialists
9. Physical Therapist Aides
10. Medical Assistants
11. Welding & Soldering
12. Brazing Machine Workers
13. Construction Trades
14. Industrial Machinery Mechanics
15. Logisticians

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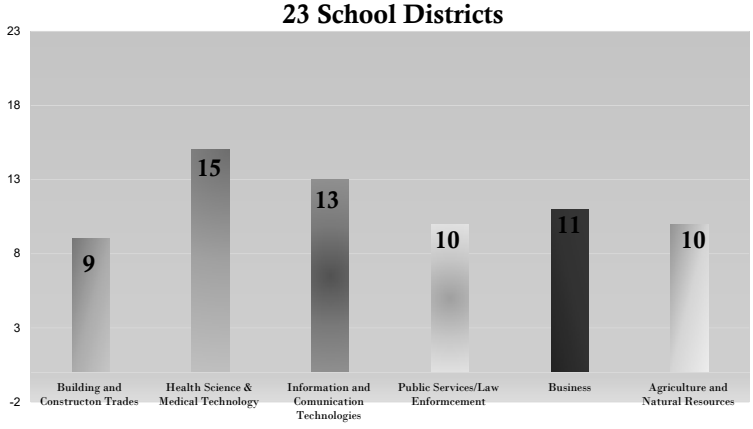
Career Technical Education (CTE) - continued

Top Six Career Pathway Courses Offered within Riverside County's 23 School Districts



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Current Initiatives

- Project Moving Forward
- Adopt-a-School
- Chronic Absenteeism
- Teacher Village

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Project Moving Forward

Background:

- Project Moving Forward (PMF) started in Sacramento and Moreno Valley.
- The purpose of the program is to address the achievement gap that exists for English learners and other diverse learners, including economically disadvantaged students.
- The goal of PMF is to increase academic achievement for students who are significantly behind in both reading and math.
- In a 2016 Press Enterprise newspaper article entitled: *How Vocabulary Lessons That Started in Moreno Valley are Helping Students*, documented how Seneca Elementary, the demonstration school for PMF, made the **highest gains** on the CAASP high stakes testing in Moreno Valley USD and in Riverside County for language arts.

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Adopt-a-School

Background:

- The goal of the program is for every school in Riverside County to be adopted/supported by a business or faith-based organization.

- There are many ways a business can support a school, including:
  - ✓ Participating in school events to show appreciation for student achievement and staff performance.
  - ✓ Volunteering on Career Day to speak with classes about owning and operating a business.
  - ✓ Making a donation of funds or equipment.
  - ✓ Inviting students to perform at company functions where appropriate.
  - ✓ Advertising support of the school and displaying an Adopt-a-School certificate, and/or banner at the business.
  - ✓ Community Outreach Ambassadors will establish strategic partnerships with businesses and school districts throughout Riverside County.

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Chronic Absenteeism

Background:

The program objective is to substantially reduce the percentage of chronically absent students by working with their parents, communities, and school instructors and administrators to help close the student academic achievement gap.

Six Participating Districts
Coachella Valley USD
Nuview Union SD
Perris Elementary SD
Perris High SD
Palm Springs USD
Temecula Valley USD

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Teacher Village

- Meetings held with stakeholders.
- Attended Housing Conference at Pepperdine University.
- Consulting firm conducting a feasibility study.
- Pending legislation on teacher housing.
- Follow-Up "Think Tank" meeting was held in the fall.

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Leading The Way in Riverside County

- Dr. Brian McDaniel (Palm Springs USD) named California Teacher of the Year.
- Four Golden Bells.
- GIA (Growing Inland Achievement) $5,000,000 Grant.
- Seal of Multiliteracy – 164 students from nine districts set to receive the Seal in 2017.
- Race to Submit – RCOE program to be used as a statewide model.

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Quote

"Coming together is a beginning; keeping together is progress; working together is success."

Henry Ford

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Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **Report from the League of California Cities**

Contact: **Erin Sasse, Regional Public Affairs Manager, League of California Cities, esasse@cacities.org, (951) 321-0771**

Date: **December 4, 2017**

The purpose of this item is to *inform the Executive Committee of activities undertaken by the League of California Cities.*

Requested Action:

1. Receive and file.

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

Prior Action:

October 2, 2017: The Executive Committee received report.

Fiscal Impact:

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

Attachment:

None.

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Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **Transportation Department Activities Update**

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

Date: **December 4, 2017**

The purpose of this item is to *provide an update of TUMF Program activities including those related to the credit / reimbursement procedures, fee calculations, improvements in lieu of payment, and TUMF Reimbursement Agreements.*

Requested Actions:

1. Approve the proposed updates to the TUMF Administrative Plan.
2. Approve the updated TUMF Calculation Handbook.
3. Approve the updated TUMF Improvement and Credit Agreement template.
4. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Moreno Valley for the Planning and Engineering Phases of the Heacock Street Widening Project in an amount not to exceed $611,000.
5. Authorize the Executive Director to execute a TUMF Reimbursement Agreement with the City of Moreno Valley for the Right-of-Way Phase of the Heacock Street Widening Project in an amount not to exceed $311,000.

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

TUMF Administrative Plan and Credit / Reimbursement Manual

The Administrative Plan serves as the governance document for the TUMF Program and outlines various roles and responsibilities for WRCOG, the RCTC, member agencies, and other parties involved in the TUMF Program. The Administrative Plan dates back to 2003 and was last updated in 2017.

In early 2017, WRCOG tasked on-call engineering consultant Kimley Horn to develop a comprehensive TUMF Credit / Reimbursement Manual in an effort to make the process more user-friendly and efficient for member jurisdictions. A key reasoning for developing the TUMF Credit / Reimbursement Manual is to provide more clarity in areas such as the types of expenses that the TUMF Program could cover. WRCOG developed a series of principles, which will assist member agencies determine whether an expense is eligible. The principles included in the Credit / Reimbursement Manual are as follows:

- PRINCIPLE 1: Proposed improvements / costs contribute to the reduction of congestion in the region's transportation network.

- PRINCIPLE 2: Proposed improvements / costs contribute to capacity enhancement in the region's transportation network.
- PRINCIPLE 3: Proposed improvements / costs do not exceed the maximum TUMF share identified in the most recent TUMF Nexus Study.
- PRINCIPLE 4: Proposed improvements / costs are integral to the implementation of the TUMF facility.

WRCOG and consultant finalized the TUMF Credit / Reimbursement Manual, and the TUMF Administrative Plan was updated to include the document as an Exhibit and reference the document in areas related to credits and reimbursements.

The TUMF Administrative Plan was also updated to provide clarity in areas that staff has received questions from member agencies, including the following:

- Local match contribution language – the section of the TUMF Administrative Plan that discussed a member agency's responsibility for up to 25% of funding for programmed TUMF projects was updated. This update clarifies that the TUMF Program does not have a required match contribution for member agencies to receive funding but TUMF does not fund 100% of the project cost by restricting funding to what is specified in the Nexus Study and limiting reimbursement to specific items.
- Credit / reimbursement processes – the Credit / Reimbursement Manual was developed to be a single source tool for member agencies and developers to reviews the procedures related to the funding process.

TUMF Calculation Handbook

During the development of the TUMF Program, it was identified that certain land uses require special attention regarding the assessment / calculation of TUMF because of unique, site-specific characteristics. To address these special uses / circumstances, WRCOG developed a Fee Calculation Handbook to detail the methodology for calculating TUMF obligations for different categories of new development and, where necessary, to clarify the definition and calculation methodology for such uses. The fee calculations provide step-by-step work sheets on how fees are calculated for unique uses such as auto dealerships, fueling stations and high cube warehouses. The last update to the TUMF Calculation Handbook occurred in June 2017, for which the Executive Committee approved a fee calculation for Active Senior Living Developments.

With the approval of the 2016 TUMF Nexus Study by the Executive Committee on July 10, 2017, WRCOG and TUMF consultant WSP have updated the TUMF Calculation Handbook to include the latest data from the 2016 TUMF Nexus Study and the component for Active Senior Living Developments. Specific changes include a new calculation for gas station uses, which reflects updated data on pass-by trips associated with gas stations. Staff has also directed WSP to initiate a study to develop a new fee calculation approach for distribution centers, which will require the collection of additional data beyond what is readily available in previous studies.

TUMF Improvement and Credit Agreement Template

The TUMF Program contains a provision for member agencies to enter into a Credit Agreement with a developer to construct TUMF facilities in-lieu of paying all or a portion of their TUMF obligation for a development. TUMF is an infrastructure program and recognizes that developers will be constructing portions of the Regional System of Highways and Arterials.

WRCOG has worked with member agencies to make the Credit Agreement process as straightforward and easy as possible. Member agencies condition developers to construct the improvements and accepts the improvements, and therefore has the ultimate authority to enter into Credit Agreements, provided the process outlined in the TUMF Program is followed.

At the September 14, 2017, Public Works Committee (PWC) meeting, staff presented the final results of a comprehensive review of all Credit Agreements executed since Program inception. One of the key findings of the review was that many of the agreements executed in the early years of the Program could still be valid though the construction of the improvements have yet to be completed.

At the November 9, 2017, PWC meeting, staff presented the draft termination clause for the Credit Agreement template.

The PWC recommended that the clause should not be tied to the construction of the TUMF improvement, but the implementation of the TUMF improvements as specific in the Credit Agreement. The recommended language to the WRCOG Executive Committee is follows:

Termination. This Agreement shall terminate 10 years after the Effective Date, unless extended in writing by the Parties. In addition, this Agreement shall terminate 5 years after the Effective Date in the event that the TUMF Improvements as specified in the Credit Agreement is not commenced within 5 years of the Effective Date.

TUMF Reimbursement Agreements

Two Reimbursement Agreements for TUMF projects are summarized below.

City of Moreno Valley (two agreements):

1. Heacock Street Widening Project in the amount of $611,000: This Project will ultimately extend Heacock Street from between San Michele Road and Harley Knox Boulevard. The Project will close a gap in the traffic circulation of the area and ultimate alleviate traffic congestion. This Reimbursement Agreement is for the Planning and Engineering phases of the Project.

2. Heacock Street Widening Project in the amount of $311,000: This Reimbursement Agreement is for the Right-of-Way phase of the Project.

2017 TUMF Transportation Improvement Program (TIP) Update

The Zone TIP update occurs annually after the close of the financial year-end for the TUMF Program Fiscal Year (FY). For FY 2016/2017, staff is preparing and will distribute draft Zone TIPs for jurisdictions to review and make any necessary adjustments for each programmed project to be returned, updated, and signed by the agency's Public Works Director / City Engineer. Staff will begin scheduling Zone TIP meetings that will occur in the months of December 2017 and January 2018. Agencies may request additional funding and/or add projects to the TIPs if there is sufficient revenue to support the additional programmed funding within the respective TUMF Zone. WRCOG believes it is prudent to have the TUMF Zone meetings as a number of TUMF projects may receive funding through SB 1 in the near term and agencies may need to shift funding from one project to another. Staff would note that the TUMF Program is not intended to fund the full cost of any project, so securing additional non-TUMF funding sources is important in the delivery of projects on the Zone TIPs.

Prior Action:

November 8, 2017: The Administration & Finance Committee received and filed.

Fiscal Impact:

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

Attachments:

1. Draft TUMF Administrative Plan.
2. Draft TUMF Calculation Handbook.
3. Draft TUMF Improvement and Credit / Reimbursement Agreement template.
4. Reimbursement Agreement with the City of Moreno Valley for the Planning and Engineering Phases of the Heacock Street Widening.

5. Reimbursement Agreement with the City of Moreno Valley for the Right-of-Way Phase of the Heacock Street Widening.

Item 5.D

Transportation Department Activities Update

Attachment 1

Draft TUMF Administrative Plan

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Transportation Uniform Mitigation Fee

ADMINISTRATIVE PLAN

December 4, 2017

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PREPARED BY THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
RIVERSIDE COUNTY ADMINISTRATIVE CENTER ANNEX
4080 LEMON STREET, 3RD FLOOR, MS 1032
RIVERSIDE, CALIFORNIA, 92501-3609
PHONE (951) 955-7985
FAX (951) 787-7991

Western Riverside Council of Governments (WRCOG)

***Administrative Plan for the** Western Riverside County Transportation Uniform Mitigation Fee (TUMF) Program*

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Administrative Plan for the
Western Riverside County Transportation Uniform Mitigation Fee (TUMF) Program

Preamble

Future development within Western Riverside County will result in traffic volumes exceeding the capacity of the Regional System of Highways and Arterials (RSHA or Regional System) as it presently exists. The Regional System needs to be expanded to accommodate anticipated future growth; current funds are inadequate to construct the Regional System needed to avoid the unacceptable levels of traffic congestion and related adverse impacts.

The TUMF Program provides significant additional funds from new development to make improvements to the Regional System, complementing funds generated by Measure A, local transportation fee programs, and other potential funding sources. By establishing a fee on new development in the sub-region, local agencies have established a mechanism by which developers effectively contribute their "fair share" toward sustaining the regional transportation system. This is a twenty-five year program and is influenced by a variety of market factors that could cause a shortfall or surplus in the revenue projections. WRCOG shall review the TUMF Program no less than every four (4) years after the effective date of the 2016 TUMF Program Ordinance. Additionally, WRCOG will bring forward, on an annual basis, a Construction Cost Index Adjustment to the TUMF in effect at the time for review and action by the WRCOG Executive Committee. The Program is not designed to be the only source of revenue to construct the identified facilities, and it will be necessary for matching funds from a variety of available sources to be provided.

It is the intent that TUMF requirements may be met by paying cash, building eligible facilities or through public financing, such as Community Facility Districts and Assessment Districts, or private financing vehicles consistent with local jurisdiction policies.

General TUMF Program parameters, definitions and procedures are described in the TUMF Program Ordinance adopted by participating Western Riverside County jurisdictions. The Western Riverside Council of Governments (WRCOG) is designated as the TUMF Program Administrator, and as such will work closely with member jurisdictions, the Riverside County Transportation Commission (RCTC), the Riverside Transit Agency (RTA), and Riverside County Regional Conservation Authority (RCA) to coordinate the TUMF expenditures to maximize the effectiveness of future transportation investments. As the Program Administrator, WRCOG, agrees to indemnify, defend and hold harmless any TUMF Program participant, and its respective agents, officers, members, officials, employees, and attorneys, whose TUMF Ordinance is challenged in court, from and against all claims, liabilities, damages, or costs of any kind whatsoever, including attorneys' fees and court costs; provided, however, that such indemnity and defense shall not extend or apply to challenges alleging procedural defects in the adoption and implementation of the TUMF Ordinance.

"TUMF Administrative Plan" means the Administrative Plan for the Western Riverside County TUMF Program prepared by WRCOG dated March 24, 2003, in substantially the form approved by the WRCOG Executive Committee on April 7, 2003, as may be amended from time to time, provided that, any material amendments to the TUMF Administrative Plan shall be approved by WRCOG Executive Committee."

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This Administrative Plan serves as the guideline to implement the TUMF Program and will be amended as needed to address changing conditions over the life of the Program.

I. **Purpose** - The Purpose of this Administrative Plan is to provide those jurisdictions and agencies that are participants in TUMF Program with guidelines and policies for implementation of the TUMF Program. This Administrative Plan specifies implementation and responsibilities for the TUMF Program.

TUMF Program funds may only be used for capital expenditures associated with the Regional System of Highways and Arterials and for capital expenditures for transit system improvements consistent with the TUMF Nexus Study. These purposes include expenditures for the planning, environmental review, engineering and design costs, right of way acquisition, and administrative costs.

II. **Authority** - The TUMF Program applies to those jurisdictions in Western Riverside County (County of Riverside and the Cities of Banning, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, Riverside, San Jacinto, Temecula, Wildomar and the March Joint Powers Authority (JPA)) that have adopted and are implementing the TUMF Program Ordinance. The TUMF Program has been developed pursuant to and consistent with authority provided in the requirements of California Government Code Chapter 5 Section 66000-66008 Fees for Development Projects also known as California Assembly Bill 1600 (AB 1600 or the Mitigation Fee Act), which governs the assessment of development impact fees in California. The Mitigation Fee Act requires that all local agencies in California, including cities, counties, and special districts follow three basic rules when instituting impact fees as follows:

A. Establish a nexus or reasonable relationship between the development impact fee's use and the type of project for which the fee is required;
B. The fee must not exceed the project's proportional "fair share" of the proposed improvement; and
C. The fee cannot be used to correct current problems or to make improvements for existing development.

III. **Imposition of and Participation in the TUMF Program** - Participating jurisdictions in Western Riverside County are responsible for adopting and enforcing all provisions of the TUMF Ordinance and collecting fees on new development within their jurisdictions. To be considered a participant in the TUMF Program, WRCOG Member Agencies which existed in 2003 must have an effective date for the TUMF Ordinance of no later than June 1, 2003. Any Member Agency formed after 2003 must enact the TUMF Model Ordinance and any amendments thereto upon incorporation. All Member Agency must adopt any amendment of the TUMF Ordinance within ninety (90) days of approval by the WRCOG Executive Committee unless otherwise directed by the WRCOG Executive Committee. Participating jurisdictions shall not repeal or modify the Model TUMF Ordinance, except that modifications are permitted to meet local municipal codes and references. Further, in order to be considered a participating jurisdiction, local jurisdictions shall collect the full TUMF and transmit the fee to WRCOG as provided herein.

Those jurisdictions that have ordinances with an effective date after June 1, 2003, or opt out of the TUMF Program and decide to participate at a later date must remit to WRCOG

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the amount of TUMF Program revenue for new development that was not collected by the jurisdiction. In order to verify the amount of revenue that would have been collected during the period in which a jurisdiction did not participate, said jurisdiction shall provide WRCOG with an annual report of building permit activity by the land uses identified in the Nexus Study. The remittance of the fee shall be accomplished in a lump sum payment unless other arrangements are agreed to in writing by WRCOG Executive Committee. Those jurisdictions that are not considered participants in the TUMF Program shall not be eligible to participate in the TUMF Program or the decision-making processes as more fully described in this document.

Non-participating jurisdictions will be ineligible to vote on any TUMF Program item and to receive their share of an estimated $1.02 billion in local streets and roads funds that will be allocated from the Reauthorized Measure A.

A. **Calculation of the TUMF** - Each participating jurisdiction shall calculate and collect the TUMF from new development projects as outlined in the Fee Calculation portion of the Transportation Handbook as well as the most recent TUMF Ordinances and Fee Resolutions. For residential development projects, the fee is based on the number of units and for non-residential, the fee is based on the square footage. For non-residential development projects not included in the TUMF Fee Calculation Handbook, a traffic analysis acceptable to WRCOG is required to determine the fee based on the traffic impact of the proposed project.. This method of calculation may be different from how the local development impact fee is determined.

The TUMF shall be calculated using the most current fee schedule in effect at the time the fee is due. Participating jurisdictions are prohibited from freezing TUMF by such means as "locking" a fee rate by paying a deposit or a portion of the fee prior to the date the fee is due or by entering into a Development Agreement or other agreement with a developer that freezes the fee at a certain level. Partial Payments or Deposits: WRCOG discourages the use of deposits and partial payments as it will create additional reporting requirements for the jurisdictions and may give the developer the impression that the fees are not subject to change. However, if a jurisdiction allows for deposits or partial payments, it will transmit the partial payment/deposit to WRCOG in accordance with the TUMF ordinance along with a remittance report. In the variance column of the Remittance report, the jurisdiction shall indicate that the fee collected is a portion of the total due. When the balance is paid, the jurisdiction shall calculate the total fee for the project based on the TUMF fee schedule in place at the time the balance is paid and deduct the partial payment against the total. The balance will be transmitted in accordance with the TUMF ordinance and this Administrative Plan. The variance column of the Remittance report shall indicate that the balance is paid. If there is a fee adjustment between the deposit/partial payment and the payment of the balance, the fee that is required to be paid will be based on the most current TUMF fee schedule.

For the purpose of calculating the TUMF obligation for non-residential development the applicable land use category for a non-residential development is determined based on the predominate authorized use of the building or structure permitted by the underlying zoning associated with the new development. Projects could be subject to higher fee if the land use intensifies

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during the development process from what was originally proposed to the jurisdiction.

Exemptions to the Payment of TUMF - The TUMF ordinance sets forth exemptions to the payment of TUMF. Those exemptions are summarized in Exhibit "G," attached hereto.

B. **Refunds** – Under certain circumstances, such as double payment, expiration of a building permit, or fee miscalculation, an applicant may be entitled to a TUMF refund. Refunds will be reimbursed by the end of the fiscal year on a first come, first served basis, depending upon the net revenue stream. Refunds will only be considered reimbursable if requested within 3 years of the original TUMF payment. In all cases, the applicant must promptly submit a refund request with proof of TUMF payment to the local jurisdiction that collected the TUMF. The jurisdiction will forward the request to WRCOG for verification, review and possible action.

1. **Expiration Of Building Permits** - If a building permit should expire, is revoked, or is voluntarily surrendered and is, therefore voided and no construction or improvement of land has commenced, then the applicant may be entitled to a refund of the TUMF collected which was paid as a condition of approval, less administration.

The applicant shall pay the current TUMF in effect at the time in full if he reapplies for the permit.

If a development project is partially under construction at the time of the effective date of the TUMF Ordinance, the TUMF shall be paid only on that portion of the development for which a building permit is next issued.

2. **Double Payments** – on occasion due to a clerical error, a developer has paid all or a portion of the required TUMF for project twice. In such cases, a refund of the double payment may be required. If, however, it is determined that the developer paid the fees to the jurisdiction to expedite the project with the intent of entering into a credit agreement at a later time the refund process is different and is more fully described in section VI of this document.

3. **Balance Due** – when TUMF is incorrectly calculated due to clerical error, it is the City's responsibility to remit the balance due to WRCOG. The error must be discovered within 3 years for the City to be held accountable. The amount due can be remitted through alternate methods agreed to by the WRCOG Committees. If first vetted through WRCOG staff in writing, the calculation is not subject to additional review.

C. **March Joint Powers Authority** - The March JPA shall not have a separate vote at the WRCOG Executive Committee as it has representation by elected officials from the County of Riverside and Cities of Moreno Valley, Perris, and Riverside. The Executive Director of the March JPA shall be a voting member of the WRCOG TAC for TUMF Program items only. The March JPA is a unique partner in the TUMF Program in that it has land use authority and therefore will need to

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adopt and implement the TUMF Program in the same manner as the cities and county.

IV. Allocation of Funds – After the administrative costs and MSHCP are allocated (as specified in Section IX herein), TUMF funds shall be distributed in accordance with WRCOG Executive Committee actions, the Nexus Study, this Administrative Plan and any future amendments thereto.

A. Allocation to Regional Transit Improvements - Of the TUMF funds received by WRCOG, 1.64% shall be allocated to the RTA for making regional transit improvements.

B. Allocation to Regionally Significant Transportation Improvements - Of the TUMF funds received by WRCOG, 46.39% shall be allocated to the RCTC for programming improvements to the arterials of regional significance on the Regional System of Highways and Arterials.

C. Allocation to Zones - Of the TUMF funds received by WRCOG, 46.39% shall be allocated to the five Zones for programming improvements to the Regional System of Highways and Arterials as determined by the respective Zone Committees. The amount of TUMF funds allocated to each Zone shall be proportionate to the amount of TUMF revenue generated from the zone.

D. Allocation to Mitigate TUMF Construction Projects – Of the TUMF funds received by WRCOG, 1.59% shall be allocated to the RCA to purchase habitat for the MSHCP, to mitigate the impacts of TUMF construction projects.

V. Administration of the Program - WRCOG shall administer the TUMF Program as described in the enabling Ordinance adopted by participating jurisdictions and further defined in this Administrative Plan.

VI. Administration of Credits – The TUMF Ordinance has a provision that if a developer constructs a TUMF facility, the developer will receive credit against the TUMF obligation for the project improvements. Please refer to the WRCOG TUMF Credit/Reimbursement Manual attached hereto as Exhibit F and incorporated in full as if set forth herein for the procedures in which credits are administered and issued for developers constructing TUMF improvements.

VII. Administration of Reimbursements –Local jurisdictions/agencies and developers are eligible for reimbursement for construction of TUMF facilities in certain instances. The process for local agencies is different than for landowners/developers; the processes are described in the WRCOG TUMF Credit/Reimbursement Manual, attached hereto as Exhibit F and incorporated in full as if set forth herein.

VIII. Administrative Responsibilities

A. Program Administration - As set forth in Section II, WRCOG is designated as the TUMF Program Administrator. As Administrator, WRCOG shall receive all fees generated from the TUMF as collected by local jurisdictions and review permits for correct land-use type assessment and proper remittance of TUMF.

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WRCOG shall invest, account for and expend such fees in accordance with the TUMF Ordinance and applicable state laws.

For jurisdictions that are not participating in the TUMF Program, the representative for that jurisdiction shall not be eligible to vote on any matter related to the TUMF Program that goes before the WRCOG TAC and WRCOG Executive Committee.

1. **The WRCOG Executive Director** - Reporting to the WRCOG Executive Committee, the Executive Director shall be responsible for the following TUMF Program activities:

    a. Administration of the TUMF Program, including development of model credit and reimbursement agreements, fee collection process and processing Program appeals;
    b. Conduct an audit to report on the evidence that the collection and expenditure of funds collected is in accordance with the Mitigation Fee Act. The audit shall be presented to the WRCOG Executive Committee and made available to the public;
    c. Establishment and management of the "TUMF Program Trust Fund" for the purposes of depositing TUMF revenues and income interest earned on Trust Fund deposits;
    d. Preparation of an Annual Report for consideration by the WRCOG Executive Committee detailing the status of the TUMF Program including but not limited to fees collected and disseminated, capital projects planned for, prioritized, and built;
    e. Preparation of periodic comprehensive TUMF Program review and required by the California Mitigation Fee Act. The review of the TUMF Program will include a review of the various Nexus Study inputs and assumptions, and preparation of recommendations on potential TUMF Program revisions for consideration by the WRCOG Executive Committee. Such reviews and updates may include, but are not limited to recommended fee adjustments based on changes in the facilities required to be constructed, and revenues received pursuant to the Ordinance;
    f. Preparation of technical studies/analysis required to select and prioritize Regionally Significant Arterial projects;
    g. Development of a five-year TIP that identifies projects that are scheduled and funded for construction over a specified period of time and is reviewed on an annual basis;
    h. Development of a 5-year Expenditure Report that documents the expenditure of funds that identifies the purpose to which the fee is to be put, demonstrates a relationship and purpose for which the fee is being collected and identifies all sources and amount of funding anticipated to complete the financing of incomplete infrastructure facilities in accordance with California Government Code Sections 66000 et seq. for consideration by the WRCOG Executive Committee;
    i. Staff support to and coordination with each of the TUMF Zone Committees as necessary;

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j. Other related activities as directed by the WRCOG Executive Committee;
k. Approve Zone and RTA TIP Administrative Amendments; and
l. Execute amendments to TUMF reimbursement agreements.

2. **The WRCOG Executive Committee** - The WRCOG Executive Committee shall be responsible for reviewing and acting on the following:

a. Recommendations for project selection and prioritization of the Regionally Significant Arterials, and the TIP;
b. Review and possible approval of recommendations on projects from the Public Works Committee (PWC) and WRCOG TAC;
c. The approval of the TUMF Program Administrative Plan, Technical Transportation Manual and any subsequent amendments thereto; and
d. Recommendation of changes to the TUMF model Ordinance for consideration by participating jurisdictions.

In developing recommendations on Regionally Significant Arterials for consideration by the WRCOG Executive Committee, WRCOG staff and the Committee structure shall work with RCTC to coordinate compatibility with Measure A project priorities and schedules of area transportation improvements. WRCOG staff and the WRCOG Executive Committee shall also work with WRCOG jurisdictions and each Zone Committee for the same purposes.

For jurisdictions that are not participating in the TUMF Program, the WRCOG Executive Committee representative for that jurisdiction shall not be eligible to vote on any matter related to the TUMF that goes before the WRCOG Executive Committee.

3. **The WRCOG Technical Advisory Committee** - The WRCOG TAC shall review and make recommendations to the WRCOG Executive Committee on the following:

a. Program updates and reviews and all supporting technical documentation;
b. Revisions to the Administration Plan, Technical Transportation Manual, Fee Calculation Handbook and any other Program document;
c. Ordinance revisions; and
d. Annual fee adjustments.

The WRCOG TAC shall also provide additional assistance to the TUMF Program as requested by the WRCOG Executive Committee. For jurisdictions that are not participating in the TUMF Program, the WRCOG TAC representative for that jurisdiction shall not be eligible to vote on any matter related to the TUMF Program that goes before the WRCOG Executive Committee or WRCOG TAC.

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4. **The Public Works Committee/TUMF PWC** - The PWC shall be comprised of the Public Works Director or designee from each participating jurisdiction of WRCOG, RCTC, RTA and WRCOG and shall be responsible for the following:

   a. Providing technical assistance and guidance for program updates;
   b. Developing objective criteria for project selection and prioritization including but not limited to the following factors: traffic safety issues potentially created by growth, regional significance, availability of matching funds, mitigation of congestion created by new development, system continuity, geographic balance, project readiness, and completed projects with reimbursement agreements;
   c. Providing additional assistance to the TUMF Program as requested by the WRCOG Executive Committee, RCTC and/or the WRCOG TAC and/or the Zone TAC;
   d. Overseeing the reparation of the Technical Transportation Manual;
   e. Preparing the 5-Year TIP, which will be reviewed and amended annually and fully adjusted every two years as members of the Zone TAC;
   f. Providing recommendations on the RCTC Regional Arterial TUMF Program of Projects every four years along with the Nexus Study update to the WRCOG TAC, WRCOG Executive Committee and RCTC;
   g. Selecting a lead agency for each of the projects on the TIP;
   h. Reviewing the Annual Report prepared by WRCOG;
   i. Revising the RSHA as may be necessary (at a minimum every 4 years); and
   j. Review and revise Unit Cost Assumptions to the RSHA as may be necessary (at a minimum every 4 years).

B. **Regional Arterial Administration -** RCTC through an MOU with WRCOG (effective October 1, 2008) is the responsible agency for programming and delivering the Regionally Significant Arterials designed under Measure A and defined in the Nexus Study. WRCOG and RCTC have established a committee structure that incorporates the Public Works Directors, City Managers the WRCOG Executive Committee, and the RCTC Board for the development, review and approval of the Regional Arterial TUMF Program of projects.

1. **The RCTC Executive Director -** The Executive Director shall be responsible for the following TUMF Program activities:

   a. Establishment and management of the “TUMF Program Trust Fund” for the purposes of depositing TUMF revenues and income interest earned on Trust Fund deposits;
   b. Development of the RCTC Regional Arterial TUMF Program that identifies Regional projects for reimbursement that are scheduled and funded for construction by jurisdictions and developers over a specified period of time and is reviewed on an annual basis;

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c. Staff support to and coordination with the TUMF Committees as necessary; and
d. Other related activities as directed by the RCTC Board.

2. **The Riverside County Transportation Commission -** RCTC shall be responsible for reviewing and acting on recommendations for project selection and prioritization of the RCTC Regional Arterial TUMF Program. RCTC shall review and consider recommendations on the RCTC Regional Arterial TUMF Program project on TUMF Regional Arterial projects from the TUMF Public Works Committee, WRCOG TAC, and WRCOG Executive Committee.

C. **Zone Administration** - Each Zone shall establish a committee structure, similar to Exhibit "A", for the purpose of preparing a Zone Transportation Improvement Program (TIP) with the TUMF revenue that has been returned to the Zone and develop policies that impact the Zone, such as how to close a funding shortfall in the Zone. The Executive Committee has determined that the 5-Year TIP shall be balanced to the most reasonable extent possible and that program shortfalls will need to be closed or projects could be reduced or eliminated from the TIP. The Zone TAC shall be responsible for prioritization of projects, selection of the lead agency for each project, and to review all the projects for consistency within the Zone.

All Zones shall approve their TIP by consensus and forward their recommendations to Executive Committee for review and approval to ensure compatibility with the other Zones and the Technical Transportation Manual.

Zone dollars are to be allocated by the Zone TAC only and cannot be utilized or borrowed for projects located outside the zone unless such projects are: 1) proposed and approved by the Zone Committee and have a direct benefit to the Zone and 2) are consistent with the Nexus Study. In furtherance of this Section VIII.B, each Zone shall abide by the Guidelines set forth in Exhibit "C".

The Riverside County Transportation Improvement Plan approved by Riverside County voters on November 5, 2002 states "Funding which is not allocated to a city or county because it is not a participant in the TUMF Program in the Coachella Valley area and the TUMF and MSHCP in the Western County area shall be allocated to the Regional Arterial Program in the geographic area in which the city or portion of the county is located".

Each City and a portion of the unincorporated area of Riverside County are assigned to each of the zones. The five Zones are as follows:

1. Northwest Zone – The Cities of Corona, Eastvale, Jurupa Valley, Norco, Riverside and the County of Riverside, and the March JPA;

2. Southwest Zone – The Cities of Canyon Lake, Lake Elsinore, Murrieta, Temecula, Wildomar, and the County of Riverside;

3. Central Zone – The Cities of Menifee, Moreno Valley and Perris, and the County of Riverside, and the March JPA;

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4. Pass Zone – The Cities of Banning and Calimesa, and the County of Riverside;

5. Hemet/San Jacinto Zone – The Cities of Hemet and San Jacinto and the County of Riverside.

D. Local Administration - As described in the TUMF Ordinance, participating are responsible for collecting the TUMF. Fees collected and a corresponding Remittance Report are required to be transmitted to the Executive Director of WRCOG. In accordance with the TUMF Ordinance and the Mitigation Fee Act, WRCOG shall deposit, invest, and expend the transmitted fees. Participating jurisdictions are required to transmit reports as set forth below to WRCOG which will include, but not be limited to the following information regarding the TUMF Program status.

1. Monthly Remittance Reports – Participating jurisdictions are required to submit the standard Remittance Reports to WRCOG by the tenth (10th) day of the month end for the previous month's activity, for example; June's Remittance report is due July 10. The report shall contain information necessary for WRCOG to determine the total amount of fees collected within each fee category as it relates to the number of building permits, certificates of occupancy, or final inspections issued during the same period of time. Remittance reports are required even when no fees have been collected, and will show building permits or certificates of occupancy have been issued. In addition the participating jurisdiction shall provide WRCOG the following information: the name of the developer or payee, project address, APN, total square feet, credits issued, variance in the fee assessed, and such other information as requested by WRCOG. As an example, the variance column needs to be filled out for any issue that will lead to a fee other than the standard calculation. This information will assist WRCOG in tracking new development, total revenue received and revenue projections for purposes of Program audits and program updates.

2. Remittance Delays - If a participating jurisdiction does not transmit the fees along with a corresponding Remittance Report by the tenth (10th) day of the close of the month for the previous month in which fees were collected, the following fiscal policy shall be applied:

On the eleventh (11th) day after the close of the month WRCOG staff shall notify, in writing, the delinquent jurisdiction of the delinquency and request that said jurisdiction remit by the fifteenth (15th), the fees and the required Remittance Report;

If fees and Remittance Report have not been received, by the fifteenth (15th) day, WRCOG staff will invoice the jurisdiction for the approximate amount owed plus interest and penalties which is calculated at the current interest rate earned by the Riverside County Investment Pool plus thirty-five basis parts beginning from the first day of the month following the closing of the month being reported;

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WRCOG staff will continue this notification until sixty (60) days after the close of the month. At which time, WRCOG will determine if an audit is necessary of the jurisdiction's TUMF account, general ledger and any other financial data. If an audit is conducted, WRCOG will investigate the amount owed and the cause of delay. Upon completion of the audit, WRCOG staff shall make any recommendations to resolve any outstanding issues; and

If an audit is required due to reporting and remittance irregularities, the jurisdiction shall incur the cost of the audit.

3. **Accruals** - the TUMF Program utilizes the five Zone 5-Year TIPs to allocate projects, which are based on the amount of available revenue to each Zone as determined by carryover and projected funds. At fiscal year-end, any unspent funds remaining on the TIPs that are not identified and accrued do not automatically roll over and may not be available for programming the following fiscal year. It is necessary for jurisdictions to identify those unused programmed funds so that they can be carried over to the next fiscal year. If the funds are not accrued, WRCOG cannot release the funds to the jurisdiction until the following year when the TIPs are officially adopted.

E. **Riverside Transit Agency** – In accordance with the Nexus Study 1.64% of funds received will be made available to the RTA to make capital facilities improvements for transit purposes as identified in the Nexus Study. The RTA shall provide a report to the WRCOG Executive Committee each year, which has been reviewed by the technical committees, detailing its expenditures of TUMF Program funds received, as well as future commitments for transit facilities using TUMF Program revenues as determined by the RTA Board of Directors.

IX. **Administrative Costs.** The TUMF Ordinance authorizes WRCOG to expend funds generated from TUMF that are necessary and reasonable to carry out its responsibilities to implement the Program. The WRCOG Executive Committee adopted a series of policies that clarify the expenditure and retention of program funds for the Administration of the Program and they are as follows:

1. WRCOG will retain no more than one percent (1%) of the total TUMF Program revenue for administration salaries and benefits;
2. Administration costs will be budgeted at whatever is reasonable and necessary, but not to exceed four percent (4%) of the TUMF revenues collected (inclusive of the one percent administrative salaries and benefit cap) unless otherwise directed by the Executive Committee.
3. Beginning July 1, 2006, WRCOG will take the administrative component from the revenue collected based on the total fee obligation inclusive of executed credit agreements.
4. Beginning July 1, 2006, all CFD's, SCIP and other financing mechanisms will pay the maximum (4%) administrative component in cash to WRCOG. When the administrative component is less than 4% then the surplus revenue will be allocated in accordance to their adopted percentages to the Multi-species Habitat Conservation Plan, RCTC, RTA and the Zones.

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5. For refunds, whether it is because the project is no longer going forward or expiration of building permits (where no construction has commenced), the applicant is entitled to a refund less the administrative component. Refunds will be processed based on available cash and will not take precedence over the projects identified as funded on the approved TIP. Refunds will however take precedence over the addition of new projects to the TIP.

X. Appeals. Appeals shall only be made in accordance with the provisions of this Section X.

A. Persons or Entities Who Having Standing to Appeal. No person or entity shall have standing to avail themselves of this Section X, except those persons or individuals who are responsible for paying the TUMF and have an unresolved appealable issue or matter.

B. Appealable Issues and Matters. No issue or matter shall be heard or reviewed under this Section X unless the issue or matter is appealable. An issue or matter is appealable, if a qualified person or entity ("Appellant") has a good-faith dispute directly related to Appellant's Property ("TUMF Dispute") regarding (i) the amount of Appellant's TUMF obligation; (ii) the administration of TUMF Credits; (iii) exemption of Appellant's property from the TUMF Program; or (iv) administration of TUMF reimbursements.

C. Appeal Process.

1. If a qualified person or entity has a TUMF Dispute, he or she shall first attempt to resolve the dispute informally with the staff of the local jurisdiction. If the TUMF Dispute remains unresolved after a reasonable attempt to address it at the local level, the qualified person or entity may submit a written appeal to the appropriate department of the local jurisdiction. The written appeal shall thoroughly identify the TUMF Dispute. The Appellant and staff from the local jurisdiction shall attempt to resolve the issue within thirty (30) days of the local jurisdiction's receipt of the appeal. At the request of the local jurisdiction, or on its own accord, WRCOG staff may also participate in such discussions. At the conclusion of the thirty (30) day period, staff of the local jurisdiction shall render a written decision on the appeal. If the staff of the local jurisdiction determines the issue or matter is not a TUMF Dispute, the written appeal shall be rejected. Staff's decision shall be provided in writing to the Appellant. In such cases, if the Appellant desires further review from the Board of Supervisors/City Council of the affected local jurisdiction, the Appellant must submit a written request for review to the Clerk of the Board/City Council within five (5) days of receiving staff's written decision. The decision of the Board/City Council shall be forwarded to the WRCOG Executive Committee in the same manner set forth in Paragraph 2 of this Section.

2 The issue or matter shall be heard by the Board of Supervisors/City Council of the affected local jurisdiction; provided, the Appellant submits a written request for further review to the Clerk of the Board/City Council within five (5) days of Appellant's receipt of the local jurisdiction's written

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decision regarding the Appellant's appeal. The Board/City Council shall forward its written decision to WRCOG for review and concurrence. If the WRCOG Executive Committee disagree with the decision of the City Council/Board of Supervisors, the WRCOG Executive Committee shall determine a proper course of action and notify the jurisdiction of its findings. The WRCOG Administration & Finance Committee may, at its discretion or at the request of the Executive Committee, provide its recommendation to the Executive Committee on the appeal.

XI. Arbitration. When there is a dispute among the Zone members that cannot be resolved and prevents the adoption of a project prioritization schedule, the matter shall be forwarded to the WRCOG TAC and WRCOG Executive Committee for a determination. Once the WRCOG Executive Committee takes action on the issue the decision is final.

If there is a dispute at the WRCOG Executive Committee level regarding project prioritization of a specific project(s) and a consensus cannot be reached, that project shall be tabled until such time as new information is presented and the matter can be resolved.

XII. TUMF Program Amendments. WRCOG shall undertake a review of all components of the TUMF Program in accordance with Government Code Section 66000 et seq. and other applicable laws, and, if necessary, recommend Program amendments and/or adjustments. Amendments to the Administrative Plan will be subject to the approval of the WRCOG Executive Committee. Amendments required to the TUMF Program Ordinance shall be approved by each participating jurisdiction, acting on recommendations provided by the WRCOG Executive Committee. The review shall consider whether future administration costs to participating jurisdictions are needed.

1. **TUMF Network Revisions**: The TUMF Network is reviewed and revised at regular Nexus Study updates, with minor adjustments such as name changes, distances, and other errors that may be found from time to time occurring on a more frequent basis. However, there could be instances when certain assumptions were made during a Nexus Update that did not come to fruition that should be addressed. The primary cause is when a new city is incorporated and inherits the TUMF Network, which may not reflect the new jurisdiction's General Plan or priorities; another example is if a jurisdiction needs to "trade" a facility on the Network due to a rapid change in development patterns that should not wait for the normal revision cycle.

   For new cities there would be an opportunity to review the TUMF Network with WRCOG staff to ensure that the Network identifies their priorities and allows them to make recommendations and to have the ability to swap out facilities. Any revision request must meet the criteria to be on the Network before the PWC will consider the request.

   Jurisdictions that are not part of the above mentioned group that need to swap out facilities, must justify the swap by demonstrating that it provides continued regional circulation, meets the criteria to be on the TUMF Network, and does not provide an advantage to a specific land-use, community, developer/project for the purposes of TUMF credits or reimbursements. These jurisdictions must also demonstrate that the impacts mitigated in the swapped facilities are substantially

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similar to those impacts that would have been mitigated in the abandoned facilities.

This process is intended to be applied on an annual basis during interim years between revisions to the TUMF Nexus Study that would inherently include a revision to the TUMF Network. The deadline to submit any revision is June 30th. The focus of this process is the ability to shift projects on the TUMF Network with the intent to incur minimal fiscal impacts to the Program fee and Nexus determination, rather than adding new projects that would have a far more significant effect on the Program fee and therefore would be more appropriately addressed during the regular Nexus Study reviews. The exception to this policy is the ability for newly incorporated cities to request new additions during the initial cycle of this adjustment process to ensure appropriate facilities are designated to address their individual city's needs.

The process requires the jurisdiction to submit a written justification of the requested TUMF Network facility shift. Elements to be addressed in the written justification should include an explanation of the rationale for the proposed facility shift specifically explaining why the facility should be addressed as part of the TUMF Program and cannot be addressed as part of an equivalent local program, and verification that the proposed shift in facility does not unduly favor or disadvantage a specific developer or development interest. Proximity to areas of significant recent development activity (i.e. shifts in development patterns resulting in changes in transportation system impacts to be mitigated) and the net cost differential to the program following the facility adjustment are key elements to be addressed in the written justification. The written justification must also demonstrate that the impacts mitigated in the proposed facility shift are substantially similar to those impacts that would have been mitigated in the abandoned facilities.

The existing criteria contained in the TUMF Nexus Study for identifying facilities to be included in the TUMF Network was refined for the purposes of evaluating requests for TUMF Network Amendments. All requested Network adjustments will be evaluated and scored using a point system based on key performance indicators consistent with the existing criteria contained in the TUMF Nexus Study. The scoring criteria is "Exhibit D" of this Plan. Only facilities defined in a participating jurisdiction's General Plan Circulation Element (or equivalent document) as an arterial highway facility with a minimum four (4) lanes at build-out will be evaluated for inclusion in the TUMF Network.

XIII. CEQA. The TUMF Program currently is a financing mechanism dependent on future actions of the WRCOG Executive Committee for improvements to the RSHA. WRCOG and its associated committees will be prioritizing and scheduling improvements on the RSHA, as such, the appropriate environmental documentation, shall be completed before a project can commence construction.

The TUMF Program was developed to mitigate the cumulative impacts of future growth on the RSHA. It was not developed to mitigate project-specific traffic impacts. Accordingly the program does not relieve any development project of the responsibility to mitigate project-specific impacts identified in the environmental analysis prepared for

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the project. When a development project is required to construct RSHA facilities as project-specific mitigation, it shall be eligible for credit and or reimbursement.

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EXHIBIT "A"

TUMF Decision Making Process

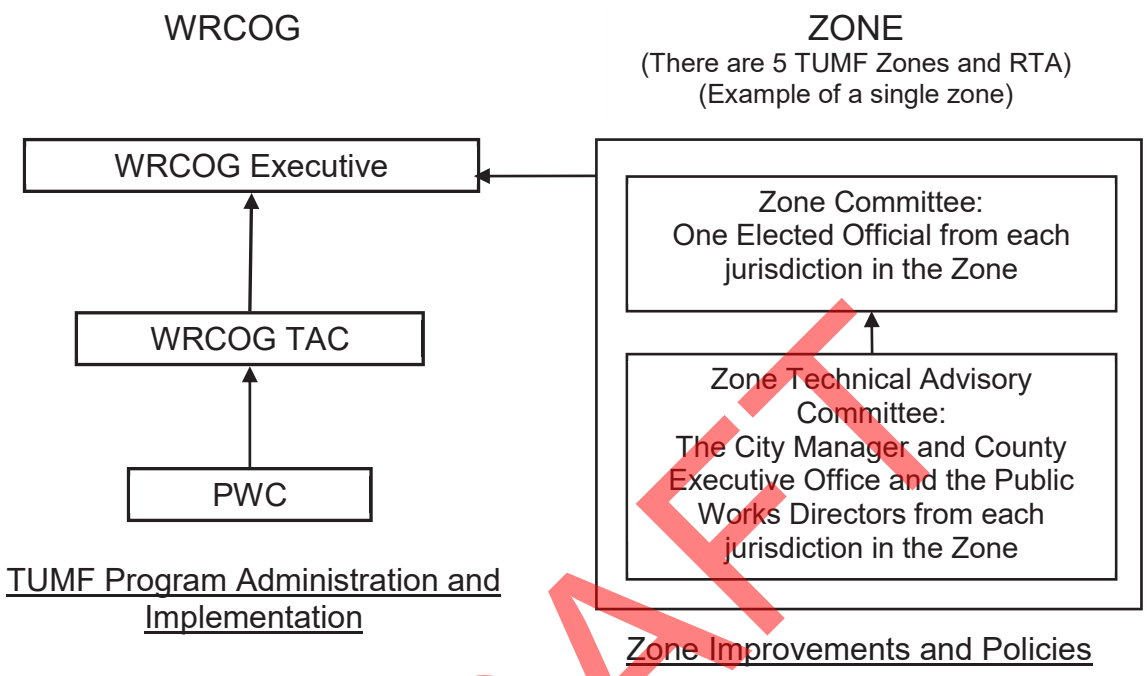

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EXHIBIT "B"

Guidelines for the Administration of the Programmed Projects in the Zone's Adopted 5-Year TIP

Once each Zone's 5-Year Transportation Improvement Program (TIP) is adopted by the WRCOG Executive Committee, said TIPs shall be incorporated into and governed by these guidelines, the Administrative Plan, and Technical Transportation Manual in accordance with AB 1600. Annually, WRCOG staff meets with the Zone Technical Advisory Committees to review the status of all programmed projects on the 5-Year TIPs and bring the subsequent project adjustment requests to the Zone Committees for approval. The goals of the annual review process are as follows: (i) to update project cost estimates; (ii) to review project status; (iii) to determine the continued viability of projects; (iv) review the backlog of reimbursement projects;(v) to address local jurisdiction issues; and (vi) address compliance with AB 1600.

Adjustments:

In accordance with the Technical Transportation Manual and the original reimbursement agreement entered into with the lead jurisdiction, all approved projects' funding and schedules are directly tied to critical milestones. As such, requests to change a project's funding or schedule shall necessitate an amendment to the original agreement and the adopted TIP. Annual 5-Year TIP adjustments could include, but are not limited to:

- Scope of work reductions or additions;
- Project or phase delays;
- Project or phase cancellations;
- New shelf-ready network projects being added as replacement projects;
- Project or phase advances; and
- Request to transfer funding beyond a programmed project's limits within a Zone.

Levels of Approval:

A. Zone Committee/WRCOG Executive Committee

The following shall be approved by the Zone Committee and adopted by the WRCOG Executive Committee as required in the Administrative Plan:

1. Annual updates to the Zone TIP.

2. Requests to increase total TUMF funding allocations to projects on the Zone TIP. These requests may be made by the local jurisdiction administratively outside of the annual TIP update cycles if deemed necessary by one of the Zone participating jurisdictions and WRCOG management due to unforeseen circumstances that necessitate immediate action. Such unforeseen circumstances shall include, but not be limited to, higher than expected bid prices, TUMF as a Federal or State match, etc. WRCOG staff will obtain action from the Zone Committee in these cases either by calling for a Special Zone Committee meeting or through individual consultation.

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3. Administrative requests to advance funds or adjust project schedules on TIP approved projects, upon the recommendation of the Public Works Committee. Such advancements are subject to:

- Jurisdiction's proof of readiness to move forward with project, and
- Zone's current cash flow can support the advancement or change.

B. WRCOG Executive Director

The WRCOG Executive Director shall be responsible for the review and approval of the following changes to an approved Zone TIP, including the review and approval of any agreements, for:

1. Change in Lead Jurisdiction, with the written consent of the transferring and accepting Lead Jurisdiction.

2. Cancellation of project upon request of the local jurisdiction. In the event of cancellation, all funds shall revert to the Zone TIP Trust account.

3. Approval of final completion of the project. Upon notification from the Jurisdiction that the Project has been completed, all unused funds programmed for that Project shall revert to the Zone TIP Trust account.

4. All other administrative requests, upon consultation with the Public Works Committee.

C. Public Works Committee

The Public Works Committee shall be responsible for the review and approval of the following:

1. Requests to move funds within project categories (environmental, design, etc.) administratively, contingent upon participating jurisdiction's certification of viability of all phases.

2. Provide recommendations to the WRCOG Executive Director on any other requests that are deemed administrative in nature by the Director.

All administrative adjustments will be submitted to the WRCOG Executive Committee as part of the next Annual Review Report for final adoption.

D. Obligating Programmed Funds

The TUMF Program has established the policy that construction projects take priority, and therefore, WRCOG limits the obligation of TUMF dollars. WRCOG has two options by which to obligate TUMF. In both options, steps 1, 2, and 3 (Option A) or 6 (Option B) must be completed by the local jurisdiction to ensure TUMF funding can be made available for use on an eligible project. Since TUMF project funds are generally obligated on a first come first served basis, failure to follow the prescribed steps for either option may preclude a project sponsor from receiving TUMF payments for completed work until sufficient funds are available to be obligated.

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Option A:
Funding for a project programmed on Zone 5-Year TIPs is not considered obligated by WRCOG until certain steps outlined below have been accomplished by the local jurisdiction.

1. Ensure that funding for the project phase is **programmed in the current year** of an adopted 5-Year TIP.
2. Ensure that there is a **signed (executed) reimbursement agreement** that matches the funding amount with the funding amount of the project phase in the adopted TIP.
3. Submit **an invoice for TUMF eligible work** prior to the end of the fiscal year to obligate the project phase funding. At the time of submitting the first invoice, the project sponsor will be required to submit all necessary supporting documentation (not previously submitted) in accordance with the provisions of the reimbursement agreement.
4. WRCOG will obligate the entire phase of the project if there is available revenue at the time the invoice is submitted.

Option B:
Funding for a project programmed on Zone 5-Year TIPs is not considered obligated by WRCOG until the steps outlined below have been accomplished by the local jurisdiction.

1. Ensure that funding for the project phase is **programmed in the current year** of an adopted 5-Year TIP.
2. Ensure that there is a **signed (executed) reimbursement agreement** that matches the funding amount with the funding amount of the project phase in the adopted TIP.
3. Send WRCOG a letter of **notice of intent** to issue RFP, solicit bids, make offer to purchase ROW or other similar action to verify that sufficient funding is available and that funds are obligated and reserved exclusively for the particular project phase.
4. Receive a **notice of obligation** from WRCOG within fourteen working days of receipt of the notice of intent confirming the amount of funding that is obligated and reserved exclusively for the particular project phase. Alternatively, the project sponsor will receive a notice of deferred obligation if WRCOG determines that insufficient funds are currently available for the project phase to be obligated.
5. Award the project and execute a contract within four months of receipt of the notice of obligation from WRCOG and send a letter of **confirmation of award** to WRCOG including evidence of a Board/Council action relating to the project award and contract execution.
6. Commence project work and submit the **first invoice** for payment within nine months of receipt of letter of obligation by WRCOG to preserve fund obligation. At the time of submitting the first invoice, the project sponsor will be required to submit all necessary supporting documentation (not previously submitted) in accordance with the provisions of the reimbursement agreement.

If a contract has not been executed within four months of receipt of the notice of obligation from WRCOG (step 5), there will be a review of the project status. Based on the review of project status, WRCOG will either:

i. extend the fund obligation for up to a total of nine months from the notice of obligation if the project sponsor can demonstrate a realistic expectation that the project will be awarded and a confirmation of award can be provided to WRCOG within that time frame; or
ii. de-obligate the funds.

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Similarly, if the first invoice has not been submitted to WRCOG within nine months of receipt of the letter of obligation (step 6), there will be a review of the project status. Based on the review of project status, WRCOG will either:

i. extend the fund obligation for up to an additional nine months if the project sponsor can demonstrate a realistic expectation that the project work will commence and a first invoice is submitted within that time frame; or
ii. de-obligate the funds.

E. Programming the Cost Assumption's 10 Percent Contingency

The TUMF Program has established the policy allowing local jurisdictions the ability to choose how to apply the available 10 percent Contingency costs historically assigned to the construction phase of a project when it is programmed on a TUMF 5-Year Transportation Improvement Program (TIP). The Contingency fund is 10 percent of the sum of the new lane, right-of-way, bridge, interchange, and railroad costs.

Under this new policy, some jurisdictions may opt to continue applying the 10 percent Contingency to the construction costs, while others may choose to apply a portion of the 10 percent Contingency to help defray their administrative costs incurred during the planning and engineering phase delivery.

Since currently programmed construction funds already reflect the eligible 10 percent Contingency, the policy only applies to those projects that have not obligated or received payments on their construction phases.

For those jurisdictions who wish to recapture administrative costs of ongoing projects programmed on the TIP that do not involve an obligated construction phase, up to 10 percent of each of the programmed planning and engineering phases would be eligible for administrative costs and would be deducted from the available 10 percent contingency (leaving the remaining balance to be applied to construction costs or construction administration costs.)

Scenario –

Construction costs	= $1,000,000	
Contingency	= $ 100,000	(or 10%)
Planning costs	= $ 100,000	
Engineering costs	= $ 250,000	
Admin costs (PA&ED)	= $ 10,000	(or 10% of $100k)
Admin costs (ENG)	= $ 25,000	(or 10% of $250k)
Balance Contingency	= $ 65,000	(for construction admin or contingency costs)

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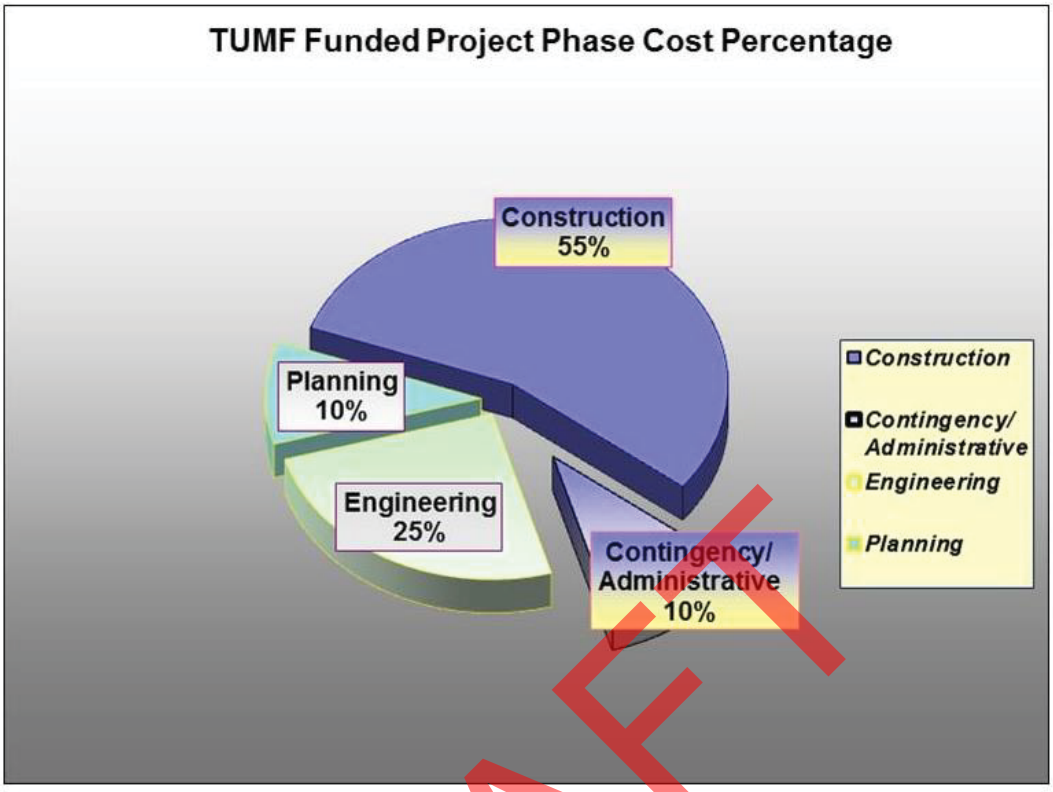

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Jurisdictions may apply a portion or all of the available 10 percent Contingency to reimburse accrued administration costs for all three phases by requesting the amount to be programmed as a separate line item on the TIP during a biennial TIP review or amendment as any other project adjustment.

All existing and future reimbursement agreements, cost estimates, and scopes of work will need to be amended to include specific language covering the jurisdiction's individual contingency use option.

EXHIBIT "C"

The following table summarizes the criteria, evaluation thresholds and point values for evaluating TUMF Network adjustment requests for approval. For each evaluation measure, the maximum point value has been highlighted in **bold** font for easy reference.

Criteria	Evaluation Thresholds	Points
Minimum number of lanes at build-out	Less than 4 lanes	not eligible
	4 or 5 lanes	5
	6 or more lanes	**15**
Jurisdictions served	1 jurisdiction	0
	2 jurisdictions	5
	3 or more jurisdictions	**10**
Future forecast traffic volumes	Less than 20,000 vehicles per day	0
	20,000 to 24,999 vehicles per day	5
	25,000 to 29,999 vehicles per day	10
	30,000 to 34,999 vehicles per day	15
	35,000 to 39,999 vehicles per day	20
	40,000 or more vehicles per day	**25**
Future forecast volume to capacity ratio	< 0.80 (LOS A/B/C)	0
	0.81 – 0.90 (LOS D)	5
	0.91 – 1.00 (LOS E)	10
	> 1.00 (LOS F)	**15**
Regional fixed route transit services accommodated	No service	0
	1 or more services	**10**
Net fiscal impact of TUMF Network adjustment	More than $1,000,000 cost addition	-15
	$200,000 to $1,000,000 cost addition	-5
	$199,999 cost addition to $199,999 cost savings	5
	$200,000 to $1,000,000 cost savings	15
	More than $1,000,000 cost savings	**25**
Maximum Possible Score		**100**

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EXHIBIT "D"

TUMF Program Definitions

For the purpose of the TUMF Administrative Plan, the following words, terms and phrases shall have the following meanings:

A. **"Class 'A' Office"** means an office building that is typically characterized by high quality design, use of high end building materials, state of the art technology for voice and data, on site support services/maintenance, and often includes full service ancillary uses such as, but not limited to a bank, restaurant/office coffee shop, health club, printing shop, and reserved parking. The minimum requirements of an office building classified as Class 'A" Office shall be as follows: (i) minimum of three stories (exception will be made for March JPA, where height requirements exist); (ii) minimum of 10,000 square feet per floor; (iii) steel frame construction; (iv) central, interior lobby; and (v) access to suites shall be from inside the building unless the building is located in a central business district with major foot traffic, in which case the first floor may be accessed from the street to provide entrances/ exits for commercial uses within the building.

B. **"Class 'B' Office"** means an office building that is typically characterized by high quality design, use of high end building materials, state of the art technology for voice and data, on site support services/maintenance, and often includes full service ancillary uses such as, but not limited to a bank, restaurant/office coffee shop, health club, printing shop, and reserved parking. The minimum requirements of an office building classified as Class 'B" Office shall be as follows: (i) minimum of two stories; (ii) minimum of 15,000 square feet per floor; (iii) steel frame, concrete or masonry shell construction; (iv) central, interior lobby; and (v) access to suites shall be from inside the building unless the building is located in a central business district with major foot traffic, in which case the first floor may be accessed from the street to provide entrances/exits for commercial uses within the building.

C. **"Development Project"** or **"Project"** means any project undertaken for the purposes of development, including the issuance of a permit for construction.

D. **"Gross Acreage"** means the total property area as shown on a land division of a map of record, or described through a recorded legal description of the property. This area shall be bounded by road rights of way and property lines.

E. **"Habitable Structure"** means any structure or part thereof where persons reside, congregate or work and which is legally occupied in whole or part in accordance with applicable building codes, and state and local laws.

F. **"Industrial Project"** means any development project that proposes any industrial or manufacturing use allowed in the following Ordinance No._____ zoning classifications: I-P, M-S-C, M-M, M-H, M-R, M-R-A, A-1, A-P, A-2, A-D, W-E, or SP with one of the aforementioned zones used as the base zone.

G. **"Low Income Residential Housing"** means "Residential Affordable Units": (A) for rental housing, the units shall be made available, rented and restricted to "lower income households" (as defined in Health and Safety Code Section 50079.5) at an "affordable rent" (as defined in Health and Safety Code Section 50053),). Affordable units that are rental housing shall be made available, rented, and restricted to lower income households at an affordable rent for a period of at least fifty-five (55) years after the issuance of a certificate of occupancy for

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new residential development. (B) for for-sale housing, the units shall be sold to "persons or families of low or moderate income" (as defined in Health and Safety Code Section 50093) at a purchase price that will not cause the purchaser's monthly housing cost to exceed "affordable housing cost (as defined in Health and Safety Code Section 50052.5) Affordable units that are for-sale housing units shall be restricted to ownership by persons and families of low or moderate income for at least forty-five (45) years after the issuance of a certificate of occupancy for the new residential development.

H. **"Multi-Family Residential Unit"** means a development project that has a density of greater than eight (8) residential dwelling units per gross acre.

I. **"Non-Residential Unit"** means retail commercial, service commercial and industrial development which is designed primarily for non-dwelling use, but shall include hotels and motels.

J. **"Recognized Financing District"** means a Financing District as defined in the TUMF Administrative Plan as may be amended from time to time.

K. **"Residential Dwelling Unit"** means a building or portion thereof used by one (1) family and containing but one (1) kitchen, which is designed primarily for residential occupancy including single-family and multi-family dwellings. "Residential Dwelling Unit" shall not include hotels or motels.

L. **"Retail Commercial Project"** means any development project with the predominant use that proposes any retail commercial activity use not defined as a service commercial project allowed in the following Ordinance No. _____classifications: R-1, R-R, R-R-O, R-1-A, R-A, R-2, R-2-A, R-3, R-3-A, R-T, R-T-R, R-4, R-5, R-6, C-1/C-P, C-T, C-P-S, C-R, C-O, R-V-C, C-V, W-2, R-D, N-A, W-2-M, W-1, or SP with one of the aforementioned zones used as the base zone, which can include any eating/dinning facility residing on the retail commercial development premises.

M. **"Service Commercial Project"** means any development project that is predominately dedicated to business activities associated with professional or administrative services, and typically consists of corporate offices, financial institutions, legal, and medical offices, which can include a stand-alone eating/dining facility residing on the service commercial development premises.

N. **"Single Family Residential Unit"** means each residential dwelling unit in a development that has a density of eight (8) units to the gross acre or less.

O. **"TUMF Participating Jurisdiction"** means a jurisdiction in Western Riverside County which has adopted and implemented an ordinance authorizing participation in the TUMF Program and complies with all regulations established in the TUMF Administrative Plan, as adopted and amended from time to time by the WRCOG.

P. **"Disabled Veteran"** means any veteran who is retired or is in process of medical retirement from military service who is or was severely injured in a theatre of combat operations and has or received a letter of eligibility for the Veterans Administration Specially Adapted Housing (SAH) Grant Program.

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Q. Government/public buildings, public schools, and public facilities that are owned and operated by a government entity in accordance with Section G. subsection Iv of the model TUMF Ordinance. A new development that is subject to a long-term lease with a government agency for government/public buildings, public schools, and public facilities shall apply only if all of the following conditions are met:

(a) The new development being constructed is subject to a long-term lease with a government agency.

(b) The project shall have a deed restriction placed on the property that limits the use to government/public facility for the term of the lease, including all extension options, for a period of not less than 20 years. Any change in the use of the facility from government shall trigger the payment of the TUMF in effect at the time of the change is made.

(c) No less than ninety percent of the total square footage of the building is leased to the government agency.

(d) The new development is constructed at prevailing wage rates.

(e) A copy of the lease is provided to the applicable jurisdiction and to WRCOG.

(f) Based on the facts and circumstances, the intent of the lease is to provide for a long-term government use, and not to evade payment of TUMF.

R. **"Non-profit Organization"** means an organization operated exclusively for exempt purposes set forth in section 501(c)(3) of the Internal Revenue Code, and none of its earnings may inure to any private shareholder or individual. In addition, it may not be an action organization, i.e., it may not attempt to influence legislation as a substantial port of its activities and it may not participate in any campaign activity for or against political candidates. For the purposes of the TUMF Program, the non-profit may be a 501(c) (3) charitable organization as defined by the Internal Revenue Service.

S. **"Long-Term Lease"** as used in the TUMF Program, a "long-term lease" shall mean a lease with a term of no less than twenty years.

T. **"Mixed-Use Development"** as used in the TUMF Program, means Developments with the following criteria: (1) three or more significant revenue-producing uses, and (2) significant physical and functional integration of project components.

U. **"Guest Dwellings"** and **"Detached Second Units"** according to the State of California legal definition as following: 1) The second unit is not intended for sale and may be rented; 2) The lot is zoned for single-family dwellings; 3) The lot contains an existing single-family dwelling; 4) The second unit is either attached to the existing dwelling and located within the living area of the existing dwelling or detached from the existing dwelling and located on the same lot as the existing dwelling; and 5) Are ministerally amended by each jurisdiction's local codes.

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EXHIBIT "E"

TUMF Program Exemptions

The following types of new development shall be exempt from the provisions of the TUMF Administration Plan:

1. Low income residential housing as defined in Exhibit E, Section G of the Administrative Plan.

2. Government/public buildings, public schools, and public facilities that are owned and operated by a government entity in accordance with Section Q of Exhibit E of the Administrative Plan and Section G. subsection Iv of the model TUMF Ordinance. Airports that are public use airports and are appropriately permitted by Caltrans or other state agency.

3. Development Projects which are the subject of a Public Facilities Development Agreement entered into pursuant to Government Code section 65864 *et seq*, prior to June 30, 2003, wherein the imposition of new fees are expressly prohibited, provided that if the term of such a Development Agreement is extended by amendment or by any other manner after June 30, 2003, the TUMF shall be imposed.

4. The rehabilitation and/or reconstruction of any habitable structure in use on or after January 1, 2000, provided that the same or fewer traffic trips are generated as a result thereof.

5. "Guest Dwellings" and "Detached Second Units" As defined in Exhibit E of the Administrative Plan and the TUMF Ordinance.

6. Additional single-family residential units located on the same parcel pursuant to the provisions of any agricultural zoning classifications set forth in the Municipal Code.

7. Kennels and Catteries established in connection with an existing single family residential unit.

8. Any sanctuary, or other activity under the same roof of a church or other house of worship that is not revenue generating and is eligible for a property tax exemption (excluding concert venue, coffee/snack shop, book store, for-profit pre-school day-care, etc.)

9. Any nonprofit corporation or nonprofit organization offering and conducting full-time day school at the elementary, middle school or high school level for students between the ages of five and eighteen years.

10. "New single-family homes, constructed by non-profit organizations, specially adapted and designed for maximum freedom of movement and independent living for qualified Disabled Veterans."

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EXHIBIT "F"

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WRCOG TUMF

Credit/Reimbursement Manual

Final Draft

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October 19, 2017

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WRCOG TUMF

1. Introduction

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1. Introduction

1.1 What is the WRCOG Transportation Uniform Mitigation Fee (TUMF) Program?

The Western Riverside Council of Governments (WRCOG) recognizes future development within western Riverside County will result in traffic volumes exceeding the capacity of the region's highways and roadways. To address future capacity needs and supplement other available transportation funds, the TUMF Program was established.

The TUMF Program is a regional fee program designed to provide transportation and transit infrastructure that mitigates the impact of new growth in the western Riverside County. Each of WRCOG's member jurisdictions and the March Joint Powers Authority (JPA) participates in the TUMF Program through an adopted ordinance, collects fees from new development, and remits the fees to WRCOG. As the administrator of the TUMF Program, WRCOG allocates TUMF funds to a variety of agencies in the region, including:

- Riverside Transportation Commission (RCTC);
- Riverside Transit Agency (RTA);
- Western Riverside Regional Conservation Authority (RCA); and
- Western Riverside cities and Riverside County areas, through the applicable TUMF Zone.

Figure 1.1, WRCOG TUMF Zones, illustrates the location of each zone.

Allocation for each TUMF Zone is based on the amount of fees collected in each jurisdiction. Funding accumulated through the TUMF Program is used to construct transportation improvements needed to accommodate future travel demand in western Riverside County. By levying a fee on new developments in the region, public agencies will be establishing a mechanism by which developers and in turn new county residents and employees effectively contribute their "fair share" toward sustaining the regional transportation system.

Fees are used to fund planning, engineering, right-of-way acquisition, and construction of eligible TUMF facilities. Eligible projects are identified in the TUMF Nexus Study, which establishes a nexus or reasonable relationship between the development impact fee's use and the type of project for which the fee is required.

WRCOG TUMF Zones

There are five TUMF Zones designated in the TUMF Program:

- Central
- Hemet/San Jacinto
- Northwest
- Pass
- Southwest

Each Zone is a specific geographic area in the WRCOG sub-region with common transportation issues. Zone level meetings occur among the public works, executive management, and elected officials who select which projects are to be prioritized. Each TUMF Zone receives 46.39% of TUMF revenues that are collected from the jurisdictions in that Zone.

TUMF Nexus Study

Identifies the future improvements needed for the TUMF Network. The TUMF Nexus Study also summarizes the TUMF network cost calculations for each of the individual roadway segment and the maximum eligible TUMF share for each segment.

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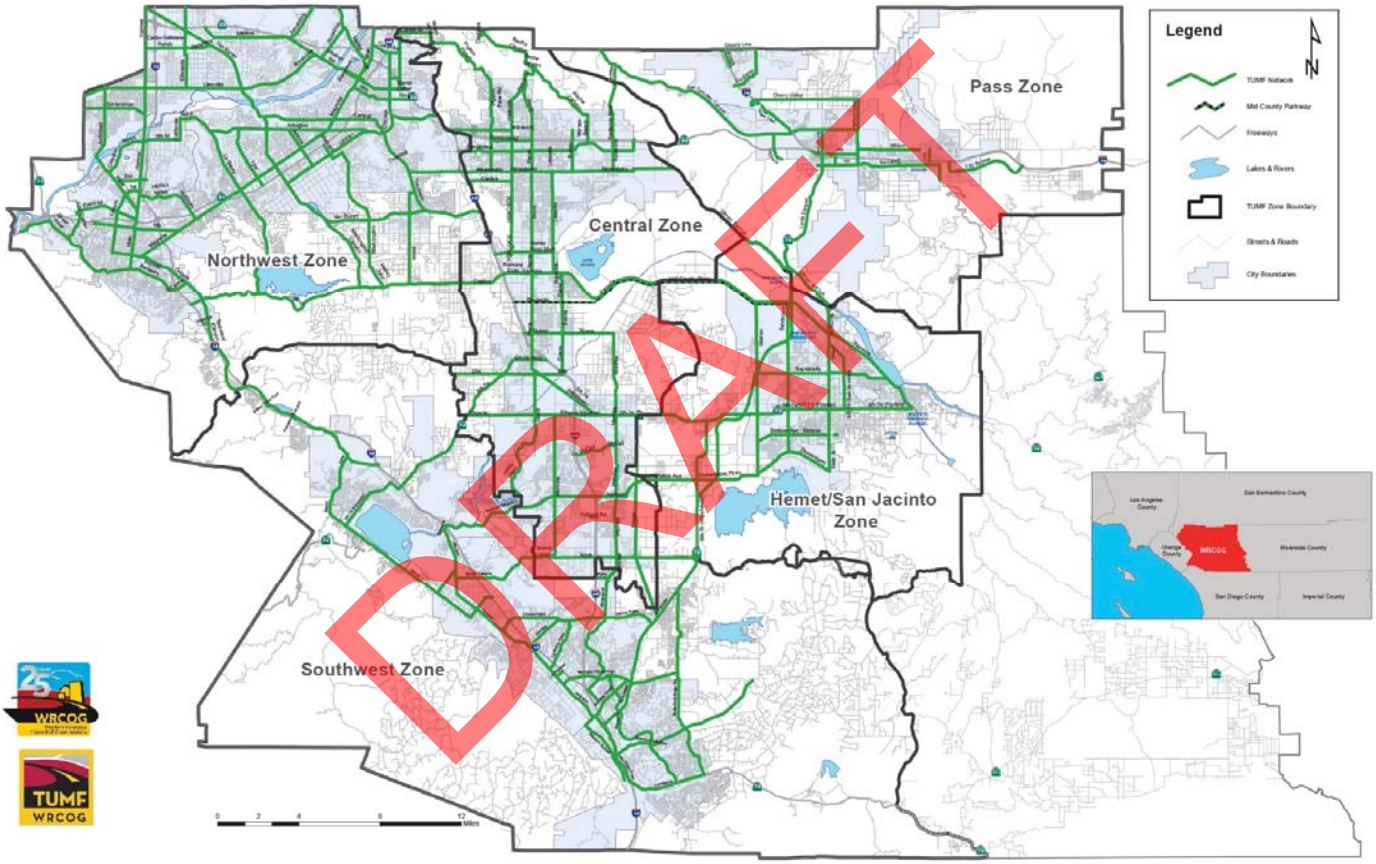

Figure 1: WRCOG TUMF Zones

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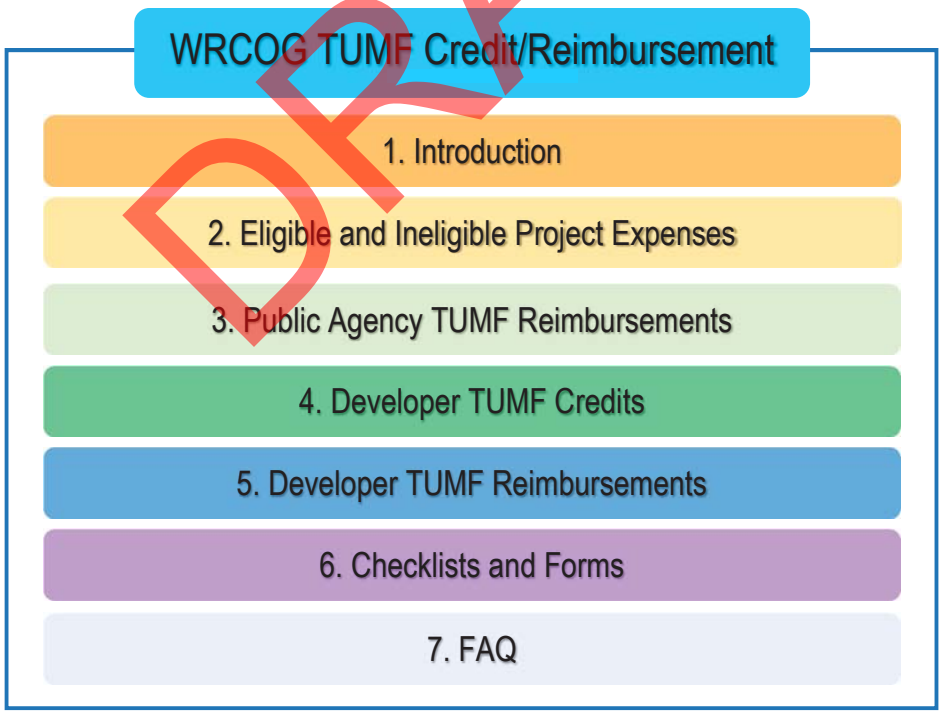
1.2 Purpose and Use of WRCOG TUMF Credit/Reimbursement Manual

The purpose of the WRCOG TUMF Credit/Reimbursement Manual is to provide those jurisdictions and agencies that are participants in the TUMF Program with guidelines on how to claim funds allocated for improvements to the TUMF Network as identified in the most recently adopted TUMF Nexus Study. This manual is intended to be a guide for TUMF participants and shall not be construed to establish any new rules or requirements. Binding TUMF Program rules are set forth in the TUMF Administrative Plan and the applicable city/county TUMF ordinances and resolutions.

This manual provides details on the reimbursement process for public agencies, credit and reimbursement process for developers, required documentation for TUMF invoicing to WRCOG and other TUMF funding elements.

Public agencies and developers seeking TUMF credits and/or reimbursements are encouraged to follow the guidelines set forth in this manual. However, WRCOG recognizes that changes and deviations from this manual may be necessary to accommodate and address specific project factors and public agency needs. WRCOG will coordinate with public agencies when deviations to credit or reimbursement process steps are required. All TUMF reimbursements require an agreement with WRCOG and/or the applicable TUMF participating agency.

The WRCOG TUMF Credit/Reimbursement Manual is organized into the following sections:



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WRCOG TUMF

2. Eligible and Ineligible Project Expenses

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2. Eligible and Ineligible Project Expenses

2.1 TUMF Reimbursement Manual Vision and Reimbursement Principles

The WRCOG TUMF Reimbursement Manual assists local jurisdictions with the reimbursement process for eligible project costs of transportation improvements and facilities by providing a comprehensive, user-friendly handbook.

WRCOG coordinates with each local jurisdiction to encourage an efficient reimbursement process, but recognizes that questions regarding the reimbursement eligibility of some improvements and facilities may occur. To assist in determining the eligibility of projects costs, WRCOG utilizes the following TUMF Reimbursement Principles:

PRINCIPLE 1: Proposed improvements/costs contribute to the reduction of congestion in the region's transportation network.

PRINCIPLE 2: Proposed improvements/costs contribute to capacity enhancement in the region's transportation network.

PRINCIPLE 3: Proposed improvements/costs do not exceed the maximum TUMF share identified in the most recent TUMF Nexus Study.

PRINCIPLE 4: Proposed improvements/costs are integral to the implementation of the TUMF facility.

Reimbursements through the TUMF Program are for eligible project expenses for roadway segments identified on the TUMF Network or Regional System of Highways and Arterials (RSHA) as indicated in the TUMF Administrative Plan and Nexus Study. It is the responsibility of member jurisdictions to demonstrate the eligibility under the TUMF Program of all expenses submitted to WRCOG for review and potential reimbursement. The TUMF Program can only contribute funding for particular expenses as they relate to capacity enhancing projects included in the TUMF Nexus Study. Funding amounts explicitly stated in Reimbursement Agreements between WRCOG and member jurisdictions are reimbursed only if all invoices submitted contain TUMF eligible expenses.

The following sections list eligible and ineligible project expenses for reimbursement.

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2.2 Eligible Project Types

Project reimbursement items eligible for funding reimbursement shall follow the Federal Guidelines as defined in MAP 21 and in the Caltrans Local Assistance Procedure Manual (LAPM). The following lists project types eligible for TUMF reimbursement:

Table 2-1 Eligible Project Types for TUMF Reimbursement	
	Construction of additional TUMF Network roadway lanes
	Construction of new TUMF Network roadway segments
	Expansion of existing TUMF Network bridge structures
	Construction of new TUMF Network bridge structures
	Expansion of existing TUMF Network interchanges with freeways
	Construction of new TUMF Network interchanges with freeways
	Grade separation of existing RSHA Network at-grade rail crossings

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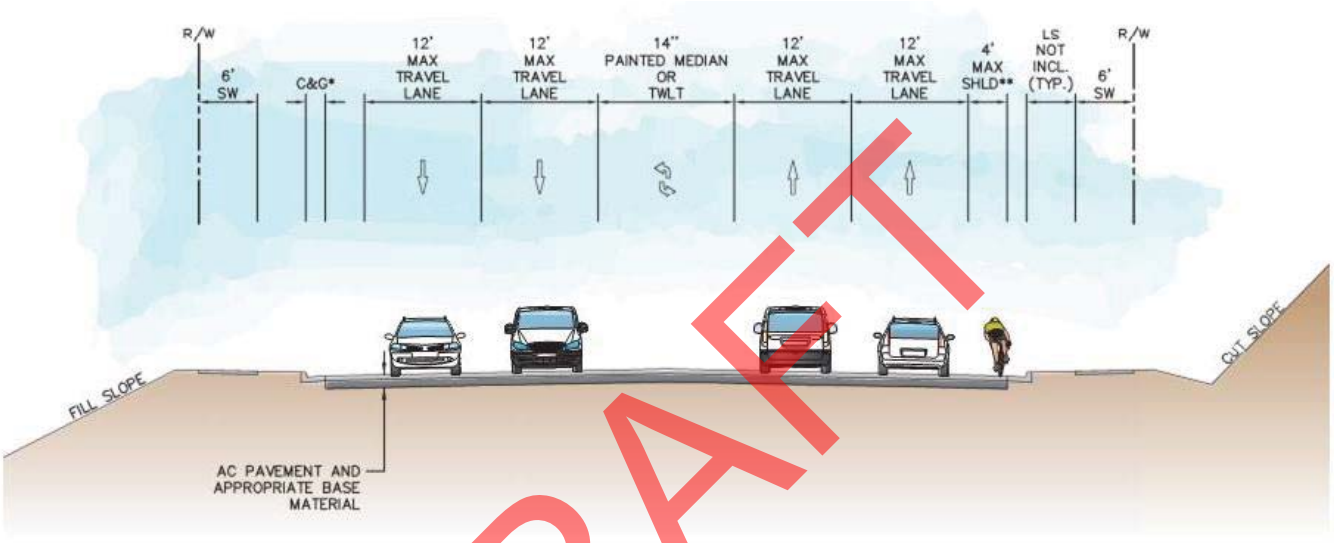
For eligible project types, the required Typical Roadway Standard assumes the following standard design characteristics that are consistent with the minimum requirements of the Caltrans Highway Design Manual:

- Asphalt concrete pavement and appropriate base material to accomplish 12 feet per travel lane plus up to four feet for ancillary treatments (e.g. shoulders or Class II Bike Lane);
- Concrete curb and gutter and associated drainage (e.g. paved roadway shoulders and/or open swale);
- Storm drains located within curb to curb, and associated transverse portions perpendicular to the roadway and adjoining portions longitudinal to the roadway (the longitudinal storm drain line shall be sized and reimbursed only for the roadway within right-of-way limits);
- 14-foot paved and painted median (or dual center left turn lane);
- Traffic signals at intersections with state highways and other major arterials that are also on the TUMF Network if identified in the application project description and warranted;
- Pavement striping and roadway signing, as required;
- 6-foot wide concrete sidewalks and associated curb cuts for ADA access at street crossings.

2.3 Model Typical Sections for Eligible Project Costs

Figures 2.1 – 2.6 illustrate general configurations typically eligible for reimbursement under the WRCOG TUMF Program. For more complex projects, additional project features are reviewed for reimbursement eligibility using the TUMF Reimbursement Principles.

Figure 2.1 Typical Section – Construction of New Roadway Lanes



CONSTRUCTION OF NEW ROADWAY LANES
BASIC FEATURES
NOT TO SCALE

* – CONCRETE CURB AND GUTTER AND ASSOCIATED DRAINAGE (E.G. PAVED ROADWAY SHOULDERS AND/OR OPEN SWALE)
** – UP TO FOUR FEET FOR ANCILLARY TREATMENTS (E.G. SHOULDERS OR CLASS II BIKE LANE)
LS – LANDSCAPE
R/W – RIGHT-OF-WAY
SW – SIDEWALK
SHLD – SHOULDER
TWLT – TWO WAY LEFT TURN
TYP. – TYPICAL

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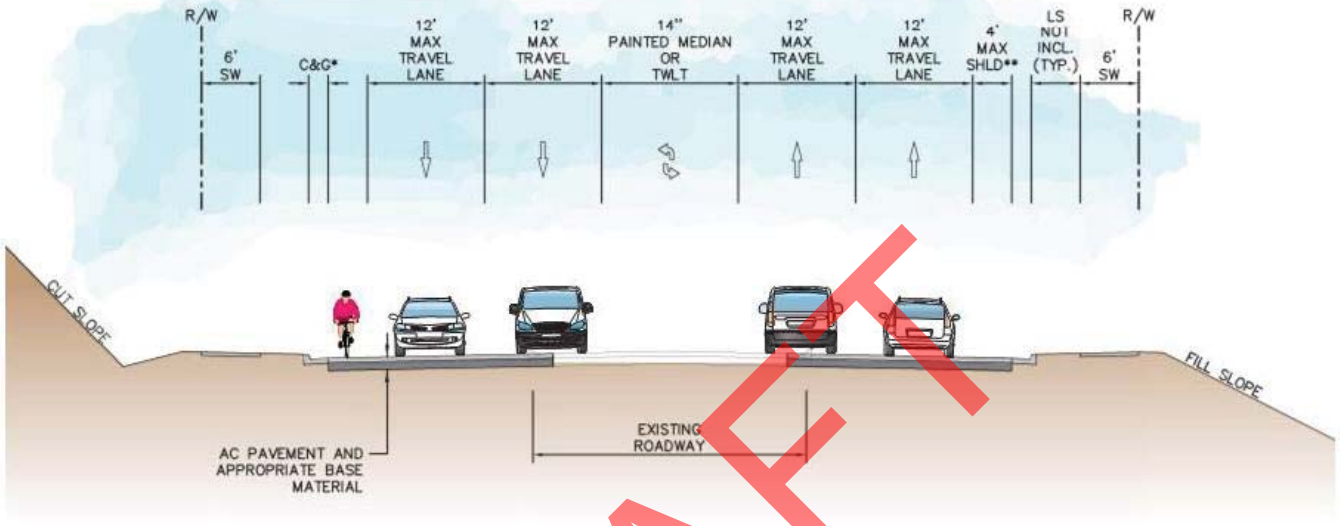
Figure 2.2 Typical Section – Construction of Additional Roadway Lanes



CONSTRUCTION OF ADDITIONAL ROADWAY LANES

BASIC FEATURES
NOT TO SCALE

* – CONCRETE CURB AND GUTTER AND ASSOCIATED DRAINAGE (E.G. PAVED ROADWAY SHOULDERS AND/OR OPEN SWALE)
** – UP TO FOUR FEET FOR ANCILLARY TREATMENTS (E.G. SHOULDERS OR CLASS II BIKE LANE)
LS – LANDSCAPE
R/W – RIGHT-OF-WAY
SW – SIDEWALK
SHLD – SHOULDER
TWLT – TWO WAY LEFT TURN
TYP. – TYPICAL

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Figure 2.3 Typical Configuration – Construction of New Interchange

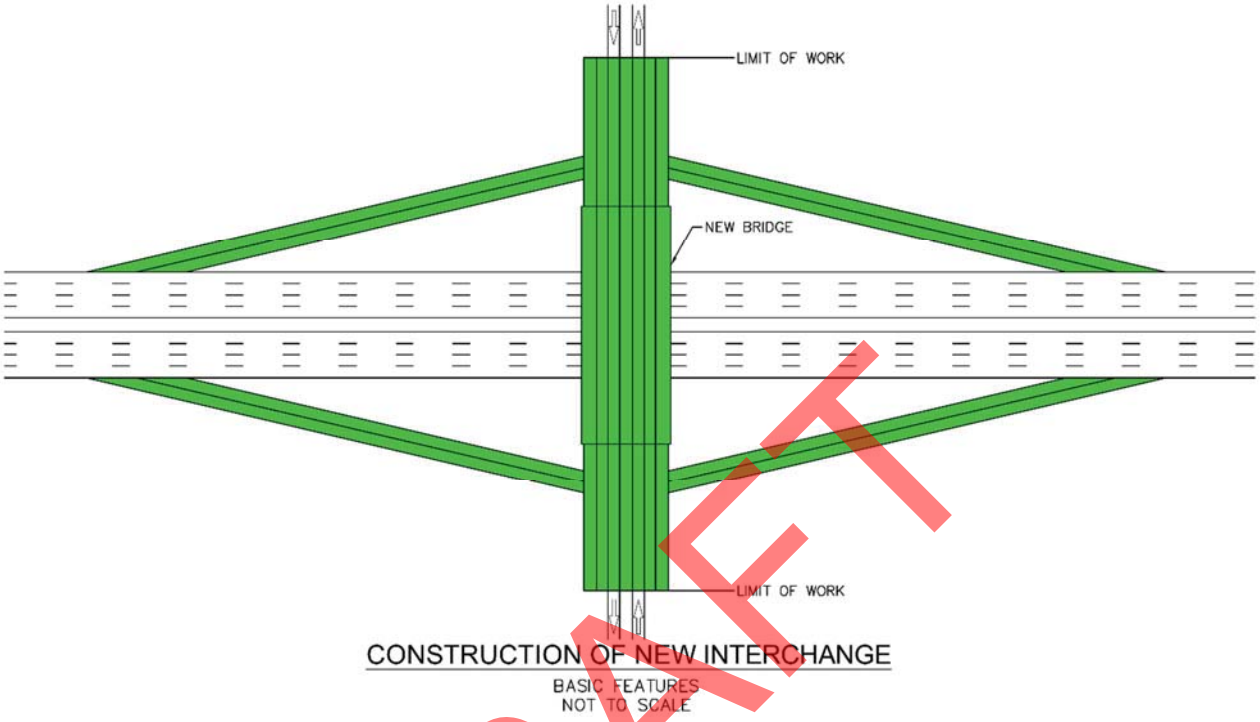

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Figure 2.4 Typical Configuration – Construction of Interchange Improvements

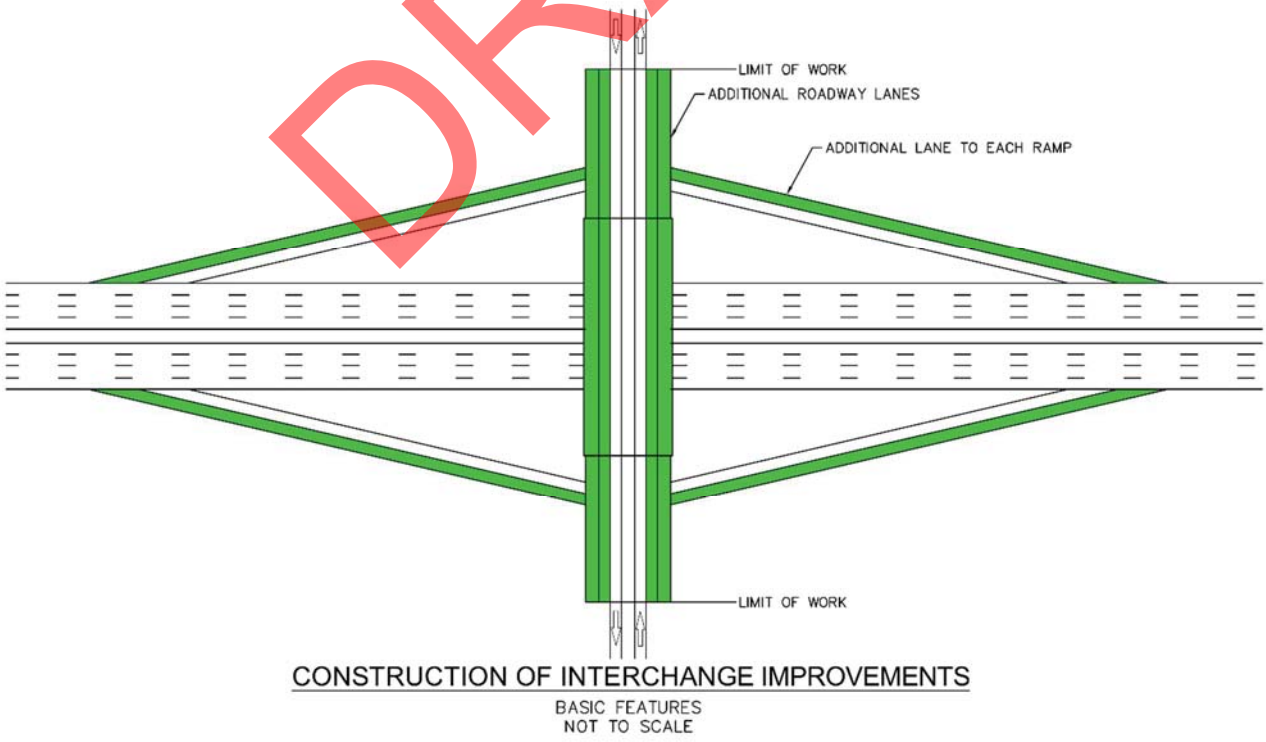

Figure 2.5 Typical Configuration – Construction of New Grade Separation

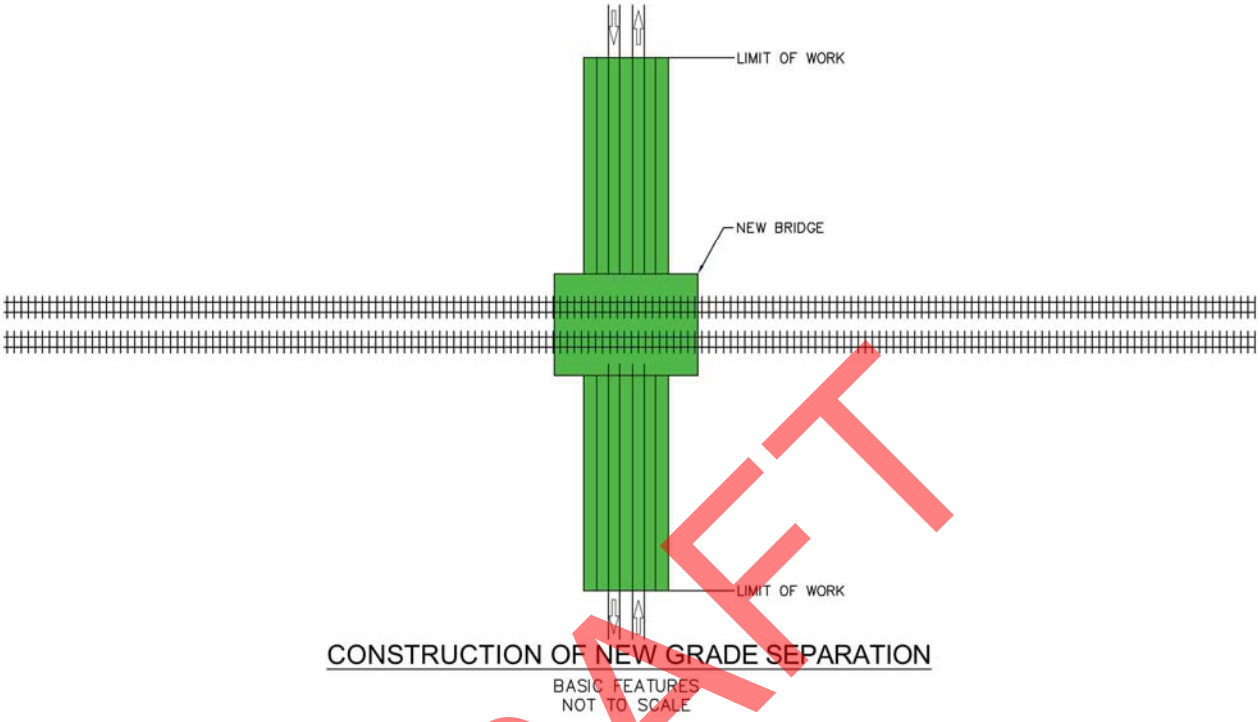

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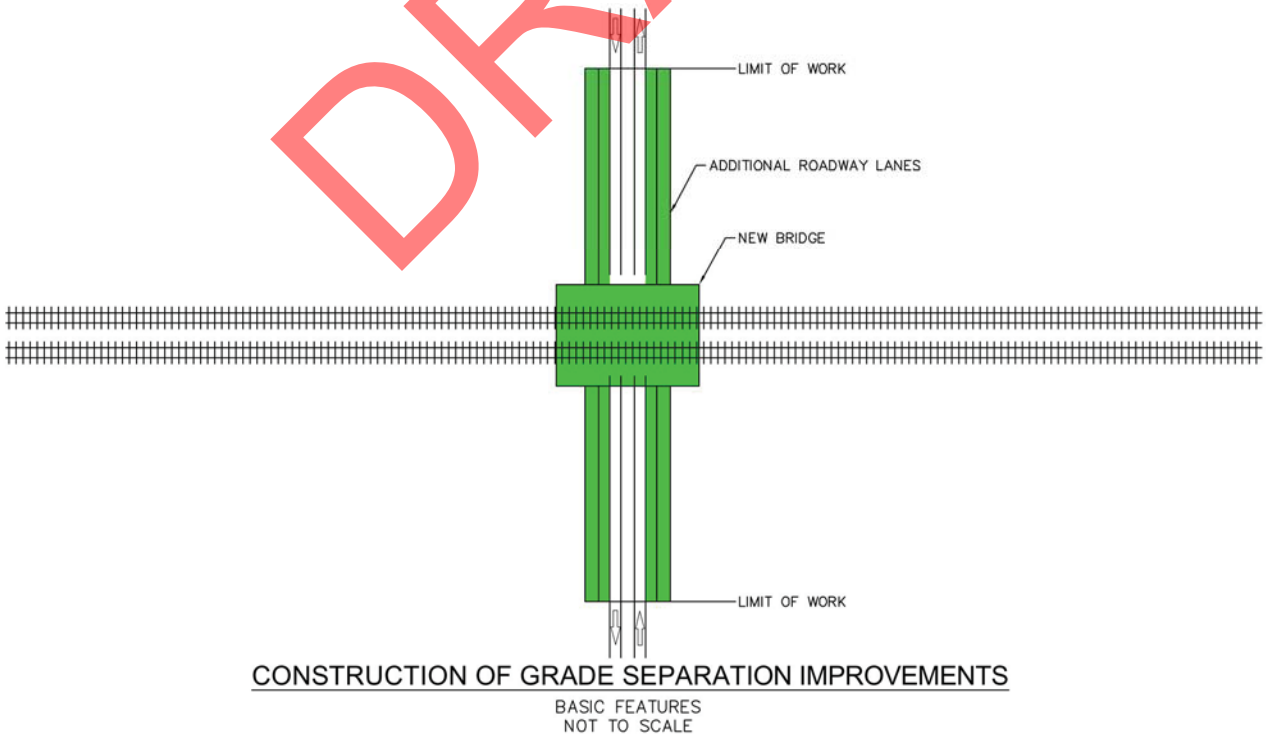
Figure 2.6 Typical Configuration – Construction of Grade Separation Improvements



2.4 Eligible Project Expenses

Eligible project expenses include the following items, provided that such items are included in the scope of work approved under the reimbursement agreement between the public agency and WRCOG:

Table 2-2 Eligible Project Expenses for TUMF Reimbursement	
	Public agency and/or consultant costs associated with direct project coordination and support
	Funds expended in preparation of preliminary engineering studies
	Funds expended in preparation of environmental review documentation for the project
	All costs associated with right-of-way acquisition, legal costs for condemnation procedures if authorized by the public agency, and costs of reviewing appraisals and offers for property acquisition
	Costs reasonable incurred if condemnation proceeds
	Costs incurred in the preparation of plans, specifications, and estimates by the public agency or consultants
	Public agency costs associated with bidding, advertising, and awarding of project contracts
	Construction costs, including change orders to construction contract approved by the public agency
	Construction management, field inspection and material testing costs
	Any public agency administrative cost to deliver the project
	Maximum reimbursed for Project Approval and Environmental Document (PA&ED) Phase work = 10% of Construction Costs
	Maximum reimbursed for Plan, Specification and Estimate (PS&E) Phase work = 15% of Construction Costs
	Maximum reimbursed for Construction Management (CM) Phase work = 15% of Construction Costs

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2.5 Ineligible Project Types and Expenses

Ineligible project costs include the items listed below. Ineligible project costs follow the Federal Guidelines as defined in MAP 21 and in the Caltrans Local Assistance Procedure Manual (LAPM). These improvements are not eligible for TUMF funding and will be the responsibility of the local funding agency.

Table 2-3
Ineligible Project Types and Expenses for TUMF Reimbursement

	Roadway improvements more than the Typical Roadway Standard. These improvements may include, but are not limited to: • Portland concrete cement pavement or other aesthetic pavement types (except at interchanges and overpasses) • Major rehabilitation or overlay of existing pavement in adjacent roadway lanes • Raised barriers medians • Parking lanes • Roadway tapers outside the extent of the approved project • Sanitary sewage infrastructure • Water systems • Dry Utilities • Undergrounding infrastructure • Relocation of non-prior rights utilities • Storm drain systems in excess of draining the roadway • Landscaping • Street lighting • Class I Bike Lanes (e.g. separate bicycle paths) • Detection/retention basins outside of street right-of-way • Excess Right-of-Way • Crosswalk Enhancements (e.g. in-pavement lights and HAWK Pedestrian Crosswalk Systems)
	Environmental permitting
	Agency staff time in excess of 15% of programmed engineering
	Agency staff time in excess of 15% of programmed construction
	Temporary (interim) improvements

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3. Public Agency TUMF Reimbursements

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3. Public Agency TUMF Reimbursements

Public agencies who construct TUMF facilities are eligible for reimbursement of eligible project costs equivalent to the maximum share identified in the Nexus Study or actual project cost, whichever is less. **Figure 3.1, Public Agency TUMF Reimbursement Process**, illustrates the TUMF reimbursement process for public agencies.

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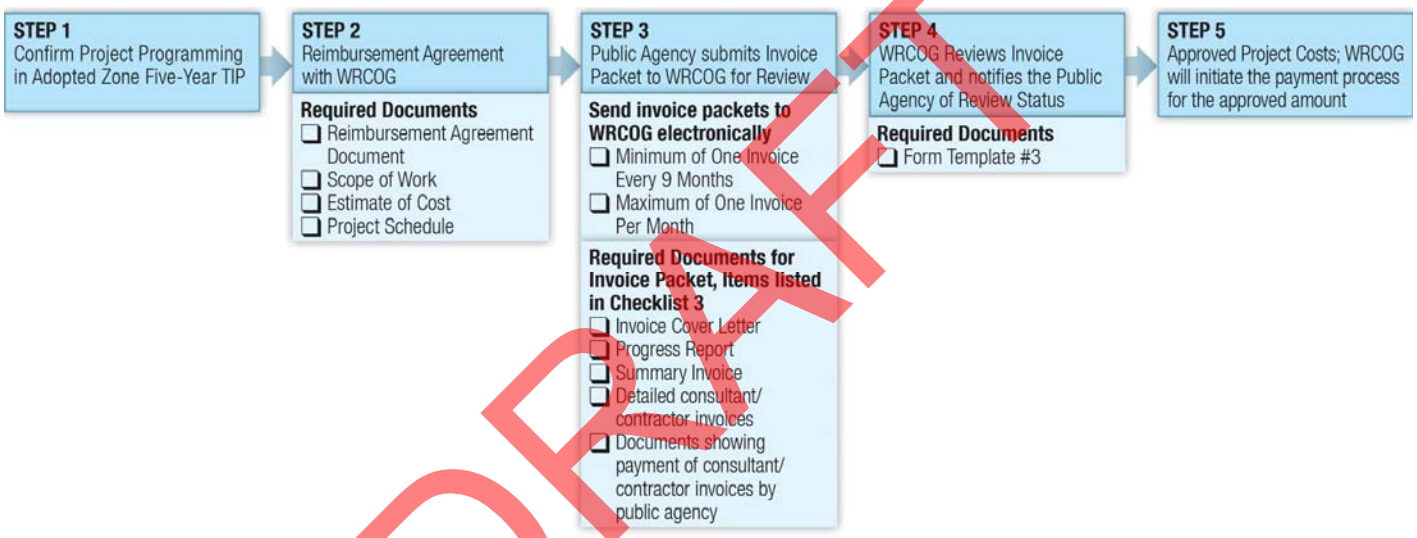

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Figure 3.1: Public Agency TUMF Reimbursement Process

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3.1 Obtaining a Reimbursement

The following illustrates the steps for public agency reimbursements:

Step 1. Confirm Project Programming

The public agency shall confirm that the project phase is programmed in the current year of the adopted Zone Five-Year Transportation Improvement Program (TIP).

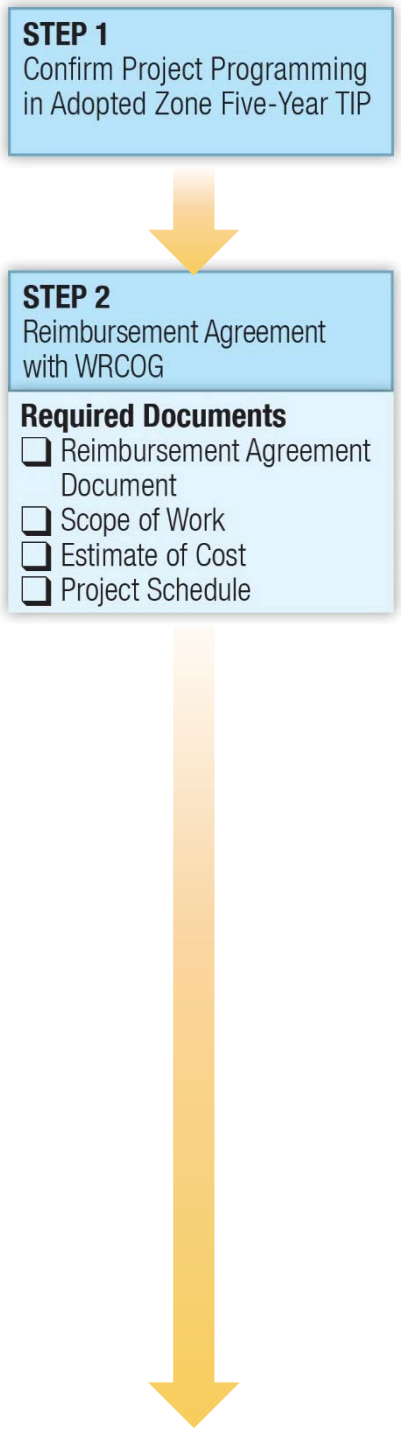
Step 2. Reimbursement Agreement with WRCOG

Public agencies are required to enter a reimbursement agreement with WRCOG to be eligible to receive TUMF revenue. The amount eligible for reimbursement will be based on the awarded contract, but will not exceed the maximum TUMF share identified in the current TUMF Nexus Study.

A public agency is required to enter a reimbursement agreement with WRCOG at the start of a project and does not have to renew the reimbursement agreement every fiscal year unless the amount programmed for the project or project phase increases or decreases in the most recent Zone Five-Year Transportation Improvement Program.

A public agency entering a reimbursement agreement with WRCOG will need to complete and submit the following documents to WRCOG:

- Reimbursement Agreement Document – *Document template provided as* ***Attachment A*** *in* ***Section 6, Checklists and Forms***.
- Scope of Work – *Provide descriptions of major tasks to complete the project. This document should indicate any project phasing and key project milestones.*
- Estimate of Cost – *Provide an estimate of total project costs. This document should include an estimate of Local Match Contribution per requirements of the TUMF program.*
- Project Schedule – *Provide an estimated timeline to complete key tasks identified in the Scope of Work. This document should include dates for project milestones.*



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Step 3. Reimbursement Invoicing and Reporting by Public Agency

Invoices and Progress Reports

- Invoices should be submitted to WRCOG during the fiscal year at a:
  - Minimum of one (1) invoice every 9 months; and
  - Maximum of one (1) invoice per month
- Each invoice packet sent to WRCOG shall include the following (Refer to **Section 6, Checklist and Forms**, for **Checklist 3** and model form templates):
  - Quarterly Invoice Cover Letter (**Attachment F: Form Template 1**)
  - Quarterly Progress Report (**Attachment G**: **Form Template 2**)
  - Quarterly Invoice (**Attachment H: Form Template 3**)
  - Detailed consultant/contractor invoices
  - Documents showing payment of consultant/contractor invoices by public agency

Invoice Submittal

- Credit reimbursement agreements shall be submitted electronically to WRCOG.
- Credit reimbursement agreements shall be submitted to the following WRCOG staff email address: **Daniel Ramirez-Cornejo**, dcornejo@wrcog.us
- A notice will be sent from WRCOG confirming receipt.

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STEP 3
Public Agency submits Invoice Packet to WRCOG for Review

Send invoice packets to WRCOG electronically
- ❑ Minimum of One Invoice Every 9 Months
- ❑ Maximum of One Invoice Per Month

Required Documents for Invoice Packet, Items listed in Checklist 3
- ❑ Invoice Cover Letter
- ❑ Progress Report
- ❑ Summary Invoice
- ❑ Detailed consultant/ contractor invoices
- ❑ Documents showing payment of consultant/ contractor invoices by public agency

Step 4. Review by WRCOG

Upon receipt of an invoice packet, WRCOG will review and provide a written notification following **Attachment H**: **Form Template 3** in **Section 6, Checklists and Forms**, to the public agency stating:

a. Approved Project Costs;

b. Rejected Project Costs: Project costs that do not comply with the TUMF Program. WRCOG will provide reasons why specific project costs were not approved.

STEP 4
WRCOG Reviews Invoice Packet and notifies the Public Agency of Review Status

Required Documents
- ❑ Form Template #3

Step 5. Approved/Rejected Project Costs

Upon approval of the invoice, WRCOG will initiate the payment process for the approved amount to the public agency.

STEP 5
Approved Project Costs; WRCOG will initiate the payment process for the approved amount

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3.2 Obligation of TUMF Funds

Funding for a project programmed on a Zone Five-Year TIP is not considered obligated by WRCOG until certain steps outlined below have been completed by the public agency:

a. Ensure that funding for the project phase is programmed in the current year of an adopted Five-Year TIP.

b. Ensure that there is a signed (executed) reimbursement agreement that matches the funding amount with the funding amount of the project phase in the adopted Five-Year TIP.

c. Submit the first invoice for TUMF eligible work starting in September of the fiscal year. At the time of submitting the first invoice, the public agency will be required to submit all necessary supporting documentation (not previously submitted) in accordance with the provisions of the reimbursement agreement.

If the first invoice has not been submitted to WRCOG by December, there will be a review of the project status. Based on the review of the project status, WRCOG will either:

a. Extend the fund obligation for up to an additional nine (9) months so the project sponsor can demonstrate a realistic expectation that the project work will commence and a first invoice is submitted within that time frame; or

b. De-obligate the funds.

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WRCOG TUMF

4. Developer TUMF Credits

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4. Developer TUMF Credits

Per the TUMF Program, developers proposing certain types of development within WRCOG member agencies are required to pay TUMF fees as outlined in the TUMF Nexus Study. These fees represent the developer's "TUMF obligation." Through the TUMF Program, developers may qualify for credits against their TUMF obligation. Developers may be eligible to earn TUMF credit for the following:

- Construction of TUMF improvements identified on the Regional System of Highways and Arterials (RSHA) Network;
- Right-of-Way (ROW) dedication for RSHA improvements; and
- Monetary contributions to construct TUMF improvements.

Figure 4.1 – 4.3 and Sections 4.1 – 4.3 illustrate and summarize the separate processes for obtaining TUMF credits.

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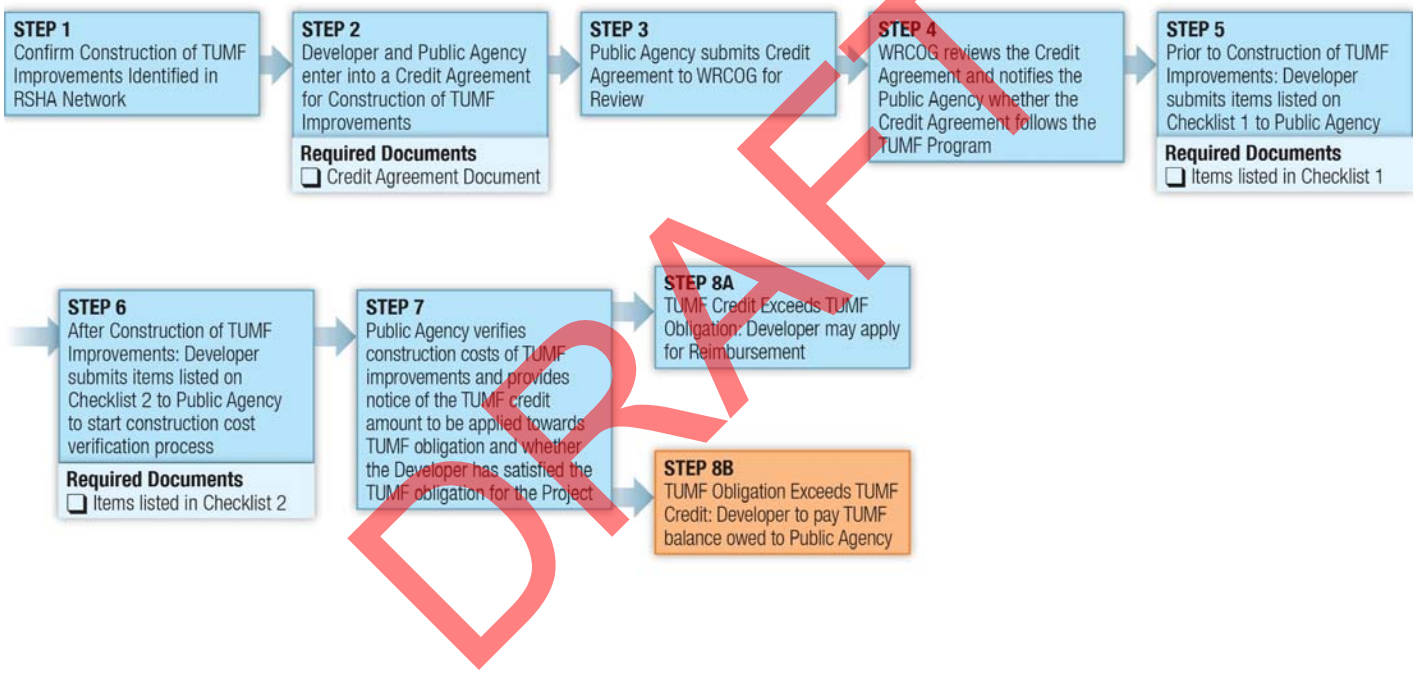

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Figure 4.1: Credit for Construction of TUMF Improvements Process

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4.1 Credit for Construction of TUMF Improvements

For construction of TUMF improvements as identified on the RSHA Network, developers are entitled to a TUMF credit of up to 100% of the TUMF obligation fee, not to exceed the maximum TUMF share. TUMF credit shall be determined based on approved improvement plans and after conditions of approval have been determined.

The following are the typical steps to obtain TUMF Credits for the construction of TUMF improvements:

Step 1. Determine if Improvements Qualify for TUMF Credits

The public agency shall confirm that construction of TUMF improvements are identified in the RSHA Network.

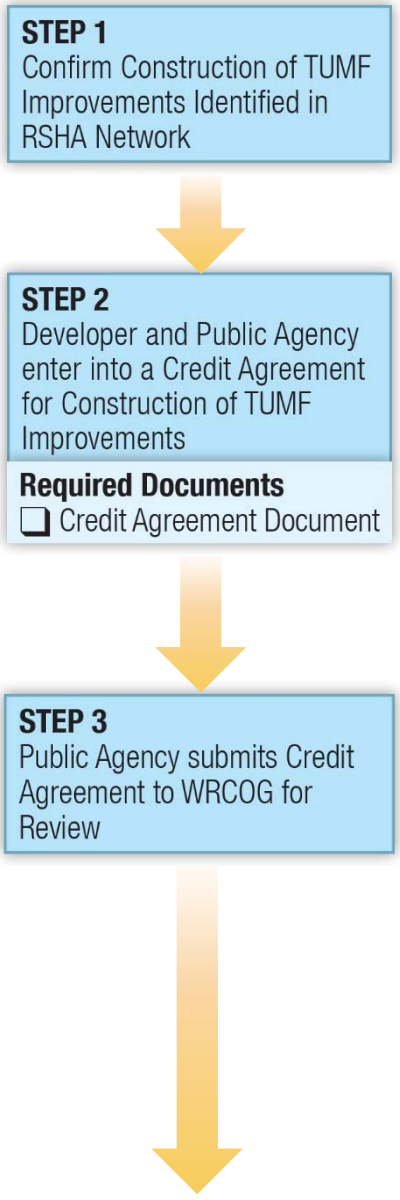
Step 2. Credit Agreement with Public Agency

Developers are required to enter into a Credit Agreement for Construction of TUMF Improvements with the public agency to be eligible to receive TUMF credits. A model Credit/Reimbursement Master Agreement document template is provided in **Section 6, Checklists and Forms.**

Step 3. Credit Agreement Submittal to WRCOG

The public agency shall submit the Credit Agreement for Construction of TUMF Improvements to WRCOG for approval in accordance to the following:

- Credit reimbursement agreements shall be submitted electronically to WRCOG.
- Credit reimbursement agreements shall be submitted to the following WRCOG staff email address: **Daniel Ramirez-Cornejo**, dcornejo@wrcog.us
- A notice will be sent from WRCOG confirming receipt.



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Step 4. Review by WRCOG

Upon receipt of a Credit Reimbursement Agreement, WRCOG will review and provide a written notification to the public agency stating:

a. Approved: The agreement complies with the TUMF Program; or

b. Denied: The agreement does not comply with the TUMF Program. WRCOG will provide reasons agreement does not comply.

Denied Credit Agreement

In the event WRCOG denies the credit agreement, the public agency may revise and resubmit the credit agreement for approval.

Step 5. Prior to Construction of TUMF Improvements: Submit Items on Checklist 1

The developer will initiate project delivery of TUMF improvements by preparing a bid package per the public agency's requirements. Prior to construction of TUMF improvements, the developer is required to submit the items listed on **Checklist 1** found in **Section 6, Checklists and Forms**, to the public agency prior to start of construction. The public agency will make Checklist items available to WRCOG upon request.

Step 6. Post Construction of TUMF Improvements: Submit Items on Checklist 2

After TUMF improvements have been constructed, the developer is required to submit the items listed on **Checklist 2** found in **Section 6, Checklists and Forms**, to initiate the construction cost verification process to the public agency after project construction is complete.

STEP 4
WRCOG reviews the Credit Agreement and notifies the Public Agency whether the Credit Agreement follows the TUMF Program

STEP 5
Prior to Construction of TUMF Improvements: Developer submits items listed on Checklist 1 to Public Agency

Required Documents
❑ Items listed in Checklist 1

STEP 6
After Construction of TUMF Improvements: Developer submits items listed on Checklist 2 to Public Agency to start construction cost verification process

Required Documents
❑ Items listed in Checklist 2

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Step 7. Review by Public Agency

Upon receipt of items listed on **Checklist 2**, the public agency will verify the construction costs and provide a written notice determining the TUMF Credit amount to be applied towards the project to offset the TUMF Obligation and whether the Developer has fully satisfied the TUMF Obligation for the project.

STEP 7
Public Agency verifies construction costs of TUMF improvements and provides notice of the TUMF credit amount to be applied towards TUMF obligation and whether the Developer has satisfied the TUMF obligation for the Project

Step 8. TUMF Credit and TUMF Obligation

TUMF Credit Exceeds TUMF Obligation

If the TUMF credit amount exceeds the TUMF Obligation for the project, the project will be deemed to have completely satisfied its TUMF Obligation and the developer may apply for reimbursement as discussed in **Section 5, Developer TUMF Reimbursement**.

STEP 8A
TUMF Credit Exceeds TUMF Obligation: Developer may apply for Reimbursement

TUMF Obligation Exceeds TUMF Credit

If the TUMF Obligation exceeds the TUMF credit amount for the project, the amount of the difference is the TUMF balance owed by the developer. The developer shall pay the TUMF balance to the public agency to fully satisfy the TUMF obligation for the project.

STEP 8B
TUMF Obligation Exceeds TUMF Credit: Developer to pay TUMF balance owed to Public Agency

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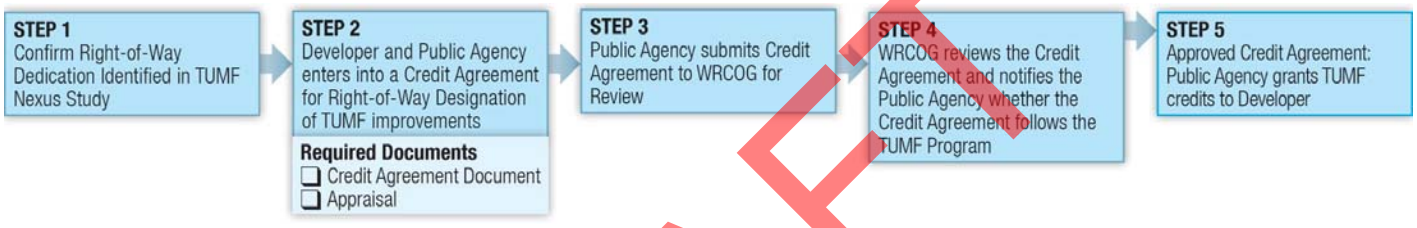

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Figure 4.2: Credit for Right-of-Way Dedication Process

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4.2 Credit for Right-of-Way Dedication

A developer may receive TUMF credits for Right-of-Way (ROW) dedications. The ROW dedications that may be eligible for TUMF credits are required to be:

- ROW dedications for RSHA improvements; and
- ROW dedications not part of construction projects.

The following are the typical steps to obtain TUMF Credits for Right-of-Way Dedication:

Step 1. Determine if ROW Dedication Qualifies for TUMF Credits

The public agency shall confirm that the ROW dedication is identified in the TUMF Nexus Study.

Step 2. Credit Agreement with Public Agency

The developer is required to enter into an WRCOG - approved Credit Agreement for ROW Dedication with the public agency to be eligible to receive TUMF credits. A model Credit/Reimbursement Master Agreement document template is provided in **Section 6, Checklists and Forms**. Each Credit Agreement for ROW Dedication shall include the following:

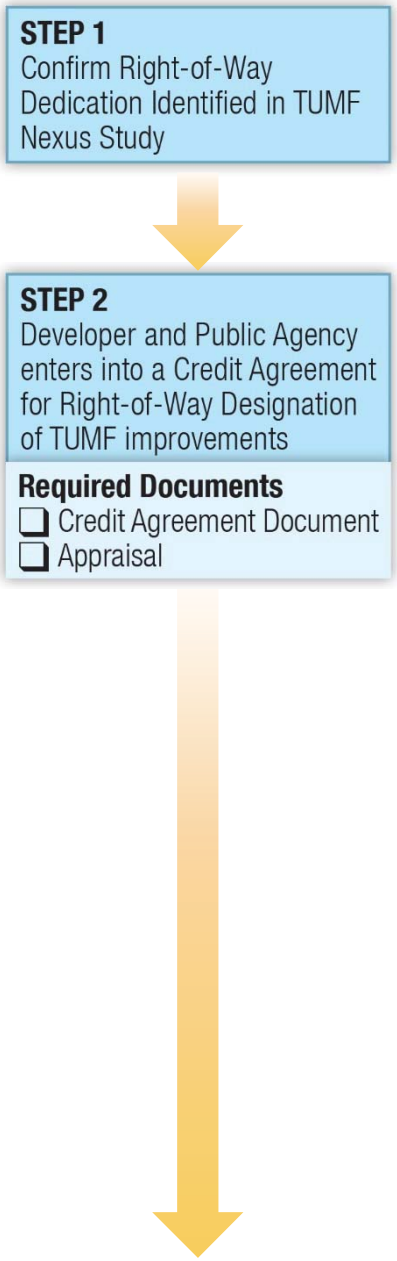
- Credit Agreement for ROW Dedication between developer and public agency; and
- Appraisal

Appraisals

An appraisal is required as part of the Credit Agreement and will be determined using one of the following methods:

- The developer provides to the public agency a current appraisal (no more than two years old), of the ROW to be dedicated. The public agency reviews it and determines if the appraisal is valid and acceptable; or
- The developer accepts the appraisal of the public agency.

The appraisal will determine the value of the ROW being dedicated and the amount eligible for credit, but will not exceed the maximum share of credits available for ROW dedication as identified in the current WRCOG TUMF Nexus Study.



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Step 3. Credit Agreement Submittal to WRCOG

The public agency shall submit the Credit Agreement to WRCOG for approval in accordance to the following:

- Credit agreements shall be submitted electronically to WRCOG.
- Credit agreements shall be submitted to the following WRCOG staff email address: **Daniel Ramirez-Cornejo**, dcornejo@wrcog.us
- A notice will be sent from WRCOG confirming receipt.

Step 4. Review by WRCOG

Upon receipt of the Credit Agreement, WRCOG will review and provide a written notification to the public agency within 20 days stating:

a. Approved: The agreement complies with the TUMF Program; or

b. Denied: The agreement does not comply with the TUMF Program. WRCOG will provide reasons agreement does not comply.

Denied Credit Agreement

In the event WRCOG denies the credit agreement, the public agency may revise and resubmit the credit agreement for approval.

Step 5. Public Agency Grants TUMF Credits

Upon approval of the Credit Agreement, the public agency will initiate the process to issue to the developer TUMF credits against the TUMF obligation paid by the developer.

STEP 3
Public Agency submits Credit Agreement to WRCOG for Review

STEP 4
WRCOG reviews the Credit Agreement and notifies the Public Agency whether the Credit Agreement follows the TUMF Program

STEP 5
Approved Credit Agreement: Public Agency grants TUMF credits to Developer

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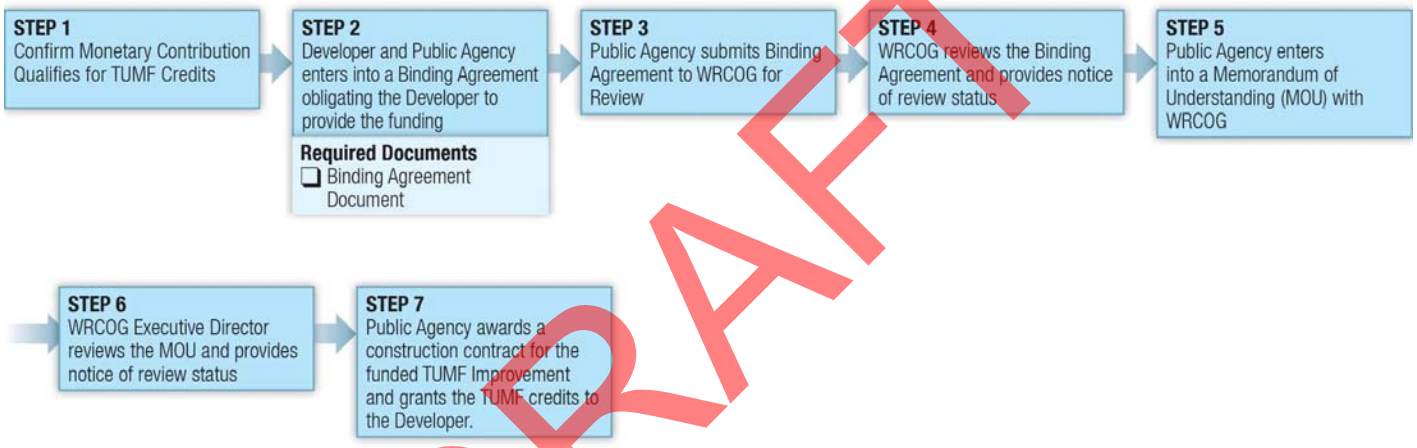

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Figure 4.3: Credit for Monetary Contributions Process

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4.3 Credit for Monetary Contributions

For monetary contributions from developers to fund improvements, developers are entitled to a TUMF credit up to 100% of the TUMF obligation, not to exceed the maximum TUMF share as identified in the TUMF Nexus Study.

Provisions for Monetary Contributions

The following provisions apply to the public agency responsible for the monetary contribution:

- The public agency shall be responsible for construction of the improvement for which funding is provided by the developer;
- Improvements for which funding is provided shall not be eligible for TUMF Program prioritization or funding;
- In the event that not all funds contributed by a developer are spent within 3-years of contribution, the public agency shall remit any unspent funds received from the developer to WRCOG. The 3-year term may be extended by action of the WRCOG Executive Committee upon request of the public agency.

The following are the steps to obtain TUMF Credits for Monetary Contributions:

Step 1. Determine if Monetary Contribution Qualifies for TUMF Credits

STEP 1
Confirm Monetary Contribution Qualifies for TUMF Credits

The public agency shall confirm that the improvement is identified in the TUMF Nexus Study. A developer may receive TUMF credit for monetary contributions funding one of the following types of improvements:

- A Regionally Significant Transportation Improvement, defined as those facilities that typically propose to have six lanes at build-out and extend between multiple jurisdictions, or a discrete useable segment thereof, as determined by WRCOG;
- Any Type 1, 2, or 3 interchange on an interstate or state highway;
- Any railroad crossing with an estimated construction cost of more than $10,000,000; and
- Any bridge located on a regionally significant arterial, defined as those facilities that typically propose to have six lanes at build out and extend multiple jurisdictions, or a discrete useable segment thereof, as determined by WRCOG.

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Step 2. Binding Agreement with Public Agency

The developer is required to enter into a Binding Agreement for Monetary Contributions with the public agency obligating the developer to provide the funding and to be eligible to receive TUMF Credits.

STEP 2
Developer and Public Agency enters into a Binding Agreement obligating the Developer to provide the funding

Required Documents
❑ Binding Agreement Document

Step 3. Binding Agreement Submittal to WRCOG

The public agency shall submit the executed Binding Agreement to WRCOG for approval in accordance to the following:

- Binding agreements shall be submitted electronically to WRCOG.
- Binding agreements shall be submitted to the following WRCOG staff email address: **Daniel Ramirez-Cornejo**, dcornejo@wrcog.us
- A notice will be sent from WRCOG confirming receipt.

STEP 3
Public Agency submits Binding Agreement to WRCOG for Review

Step 4. Review by WRCOG

Upon receipt of a Binding Agreement, WRCOG will review and provide a written notification to the public agency within stating:

a. Approved: The agreement complies with the TUMF Program; or

b. Denied: The agreement does not comply with the TUMF Program. WRCOG will provide reasons agreement does not comply.

Denied Credit Agreement

In the event WRCOG denies the binding agreement, the public agency may revise and resubmit the binding agreement for approval.

STEP 4
WRCOG reviews the Binding Agreement and provides notice of review status

Step 5. Memorandum of Understanding (MOU) with WRCOG

The public agency shall enter a MOU with WRCOG and provide information, as requested by WRCOG, to account for the credit and provide an explanation of why the improvement to be funded with the monetary contribution cannot be constructed by the developer.

STEP 5
Public Agency enters into a Memorandum of Understanding (MOU) with WRCOG

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Step 6. Approval from WRCOG Executive Director

Upon receipt of the MOU, the WRCOG Executive Director will review and provide a written approval of the MOU. The Executive Director is encouraged to consult with the WRCOG Public Works Committee before approving the award of credit.

In the event the WRCOG Executive Director rejects the MOU, the public agency may revise and resubmit for approval.

STEP 6
WRCOG Executive Director reviews the MOU and provides notice of review status

Step 7. Public Agency to Grant Credits

Upon approval of the MOU, the public agency will award the construction contract for the TUMF improvement for which the funding is contributed. Credit will only be granted to a developer after the public agency has awarded a construct contract for the improvement for which the funding is contributed has been awarded. Credits will be granted to the developer after the construction contract has been awarded.

STEP 7
Public Agency awards a construction contract for the funded TUMF Improvement and grants the TUMF credits to the Developer.

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4.4 Provisions for Developers Use of Credit

The following additional provisions apply to developers use of credits granted through the TUMF Program:

- All TUMF credits shall be used first by the developer to offset the TUMF obligation for the project.
- Credits may not be transferred or sold to other development projects, unless:
    - The property to which the credits are being transferred or sold is contiguous to the same TUMF facility and owned and conditioned for improvement by the same developer; and
    - The transfer is approved by WRCOG in writing.
- WRCOG may place conditions on the use, transfer, or sale of credits in order to maintain the integrity of the TUMF program. In some cases, a public agency may be required to acknowledge that the property is one contiguous project.
- Developers must exhaust all credits before they are eligible for reimbursements. Any reimbursement shall be made only in accordance with a reimbursement agreement as discussed in **Section 5, Developer TUMF Reimbursements.**

4.5 Provisions for Public Agencies Use of Credits

The following additional provisions apply to public agencies use of credits granted through the TUMF Program:

- Each public agency shall be responsible for the administration of TUMF credit agreements.
- Each public agency shall transmit all TUMF credit agreements to WRCOG within 60 days of execution by that public agency.
- A public agency may not allow a developer to pay the TUMF obligation fees before entering into a credit agreement with the expectation of receiving a refund.
- Any improvement made to the RSHA that is obligated through an existing fee district (prior to June 1, 2003 shall not be eligible for TUMF credit.
- Should it be determined that a public agency granted credits exceeding the maximum TUMF credit, that public agency shall provide WRCOG payment in the amount equal to the excess credit amount.
- Any project that is exempt from the fee is not entitled to fee credits or reimbursement.

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4.6 New Financing Districts and Bond Issues

The local jurisdiction shall compare facilities in local fee programs against the RSHA and eliminate any overlap in its local fee program.

A financing district is defined as a community facilities district, a local road and bridge district, or an assessment district. For a financing district created or bonds or other evidence of indebtedness issued on or after June 1, 2003, the local jurisdiction may allow a property owner, in lieu of the payment of TUMF to participate in such a financing district and receive credit against the TUMF obligation if the district is funding the following facilities:

- A Regionally Significant Transportation Improvement – facilities that typically are proposed to have six lanes at build out and extend between multiple jurisdictions, or discrete useable segment thereof, as determined by WRCOG;
- Any Type 1, 2, or 3 Interchange or an Interstate or State Highway;
- Any Railroad Crossing with an estimated construction cost of more than ten million dollars ($10,000,000); and
- Any Bridge located on a regionally significant arterial as defined above.

4.6.1. Credit in Lieu of TUMF Payment

A. Prior to and in lieu of payment of TUMF under other funding programs, the local jurisdiction must do all of the following:

1. Sell bonds within 3 years in an amount sufficient to construct the improvement for which the financing district is created;
2. Receive written approval from the WRCOG Executive Director, or designee; and
3. In the event that a local jurisdiction is unable to satisfy the requirements described in note 1, above, the local jurisdiction may still excuse the payment of bonds if the local jurisdiction enters into an agreement with WRCOG in which it commits to pay the full amount of any excused Fee, plus interest at the average rate earned by WRCOG over the past twelve months, in the event that the bonds may be extended up to an additional 5 years with the approval of the WRCOG Executive Committee.

B. If a local jurisdiction proposed to issue a credit in lieu of requiring the payment of TUMF as provided in this section, then the jurisdiction shall enter into an MOU with WRCOG, and provide reasonable information to account for the credit.

C. If credit is issued in lieu of requiring the payment of TUMF as provided in this section, then the jurisdiction shall be responsible for construction of the improvements and those improvements shall not be eligible for TUMF Program prioritization or funding.

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D. Any dispute regarding the implementation of this section may be appealed by the local jurisdiction to the WRCOG Executive Committee for a final determination.

E. Where there is an existing financing district or an existing fee program established prior to June 1, 2003, with bonded indebtedness, then the local jurisdiction may credit payment of the TUMF for that portion of the facility identified in both programs. Notwithstanding the previous sentence, a local jurisdiction shall not issue a TUMF credit for any facilities for which bonds have been issued after February 4, 2008, regardless of when the financing district was first created.

This section is not intended to impact the administration of credits as included in this manual.

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WRCOG TUMF

5. Developer TUMF Reimbursements

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5. Developer TUMF Reimbursements

Developers may be eligible for reimbursement for the construction of TUMF facilities in certain instances. If a developer constructs TUMF improvements that cost more than the TUMF obligation, the developer may be reimbursed for the actual project costs that exceed the TUMF obligation. Reimbursements shall be made through an agreement between the developer and the public agency, and contingent upon funds being available.

In all cases, reimbursements under such agreements be programmed in the Zone Five-Year Transportation Improvement Program adopted annually by WRCOG for all approved TUMF improvements. **Figure 5.1, Developer TUMF Reimbursement Process,** illustrates the typical TUMF reimbursement process for developers.

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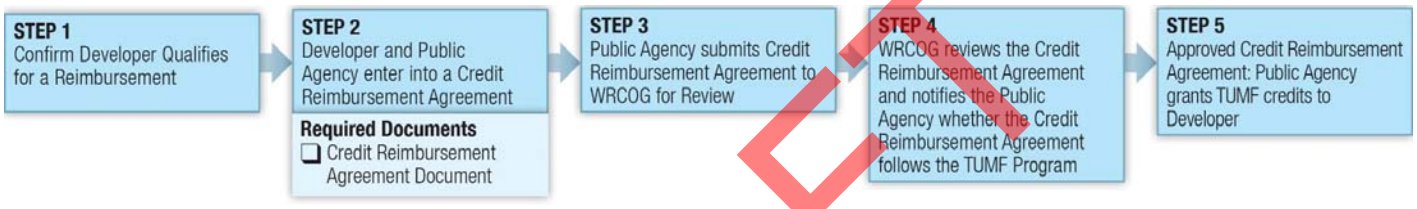

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Figure 5.1: Developer TUMF Reimbursement Process

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5.1 Obtaining a Reimbursement

The following illustrates the steps for developer reimbursements:

Step 1. Determine if Developer Qualifies for a Reimbursement

The developer may enter into a reimbursement agreement with the jurisdiction to reimburse the developer/owner for the direct and verifiable costs of constructing improvements to the Regional System of Highways and Arterials (RSHA) when all of the following conditions have been met:

- All available credits have been exhausted;
- The improvements received prior approval from the jurisdiction and WRCOG based on review of the TUMF project priority list; and
- The jurisdiction and WRCOG have reviewed and approved the scope of the project to be constructed.

In no event, shall the developer be reimbursed for improvements to the RSHA in excess of the most current approved Maximum TUMF Share for the facility on the TUMF network at the time that the Credit Reimbursement Agreement is executed.

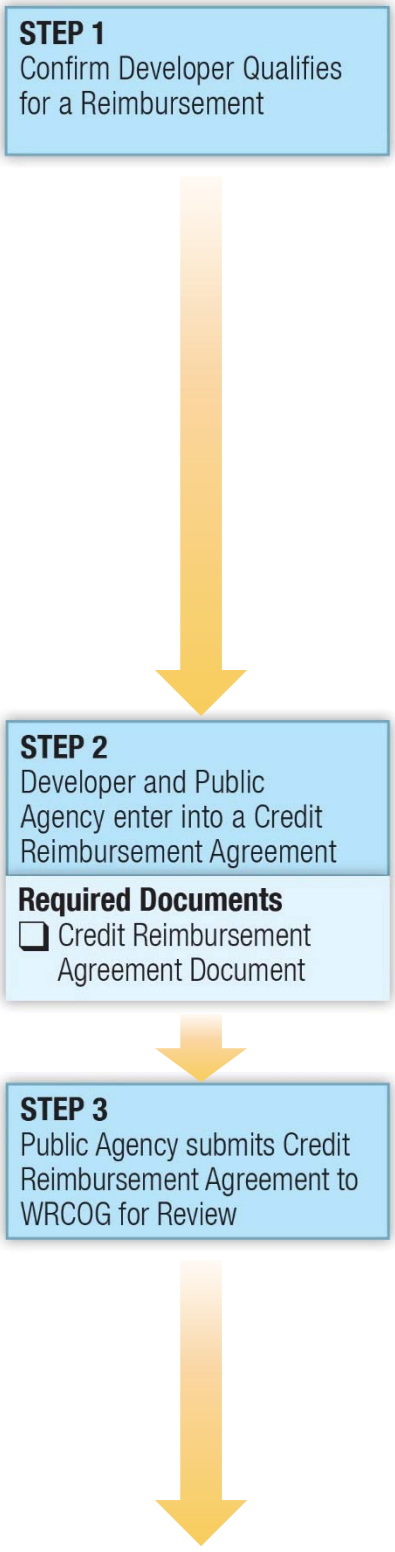
Step 2. Credit Reimbursement Agreement with Public Agency

The developer is required to enter into a Credit Reimbursement Agreement with the Public Agency to be eligible to receive a reimbursement. A model Credit/Reimbursement Master Agreement document template is provided in **Section 6, Checklists and Forms.**

Step 3. Credit Reimbursement Agreement Submittal to WRCOG

The public agency shall submit the Credit Reimbursement Agreement to WRCOG for review in accordance to the following:

- Credit reimbursement agreements shall be submitted electronically to WRCOG.
- Credit reimbursement agreements shall be submitted to the following WRCOG staff email address: **Daniel Ramirez-Cornejo**, dcornejo@wrcog.us
- A notice will be sent from WRCOG confirming receipt.



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Step 4. Review by WRCOG

Upon receipt of a Credit Reimbursement Agreement, WRCOG will review and provide a written notification to the public agency stating:

a. Approved: The agreement complies with the TUMF Program; or

b. Denied: The agreement does not comply with the TUMF Program. WRCOG will provide reasons agreement does not comply.

Denied Credit Reimbursement Agreement

In the event WRCOG denies the credit reimbursement agreement, the public agency may revise and resubmit the credit reimbursement agreement for approval.

STEP 4
WRCOG reviews the Credit Reimbursement Agreement and notifies the Public Agency whether the Credit Reimbursement Agreement follows the TUMF Program

Step 5. Approved Credit Reimbursement Agreement

Upon approval of the Credit Reimbursement Agreement, the public agency will initiate the payment process for the approved amount to the developer.

STEP 5
Approved Credit Reimbursement Agreement: Public Agency grants TUMF credits to Developer

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5.2 Provisions

The following additional provisions apply to reimbursements granted through the TUMF Program. TUMF Reimbursements shall be in accordance with the following:

- A development that is exempt from paying the TUMF is not eligible for reimbursement.

6. Checklists and Forms

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6. Checklists and Forms

The following Checklists and Forms are provided as model form templates:

- WRCOG TUMF Public Agency Reimbursement Agreement **(Attachment A)***
- WRCOG TUMF Developer Credit and Reimbursement Master Agreement **(Attachment B)***
- Checklist 1: Developer Credit Agreement to Construct TUMF Improvements- List of Documents and Requirements Prior to Construction of TUMF Improvements **(Attachment C)**
- Checklist 2: Developer Credit Agreement to Construct TUMF Improvements- List of Documents and Requirements to Initiate Construction Cost Verification Process **(Attachment D)**
- Checklist 3: Public Agency Reimbursement – Invoice Packet Forms List **(Attachment E)**
- Form Template 1: Invoice Cover Letter (MS Word) **(Attachment F)**
- Form Template 2: Progress Report (MS Word) **(Attachment G)**
- Form Template 3: Reimbursement Invoice (MS Excel) **(Attachment H)**

* Latest versions found at http://www.wrcog.cog.ca.us/199/Administration-Fees

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ATTACHMENT A

WRCOG TUMF Public Agency Reimbursement Agreement

Latest versions found at http://www.wrcog.cog.ca.us/199/Administration-Fees

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IMPROVEMENT AND CREDIT / REIMBURSEMENT AGREEMENT
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM

This **IMPROVEMENT AND CREDIT AGREEMENT** ("Agreement") is entered into this ___ day of _____, 20___, by and between the [**INSERT "City" OR "County"] of _____, [**a California municipal corporation or a subdivision of the State of California **] ("AGENCY"), and _____, a California [**INSERT TYPE OF ENTITY - corporation, partnership, sole proprietorship or other legal entity**], with its principal place of business at [**ENTER ADDRESS**] ("Developer"). AGENCY and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, Developer owns ____ acres of real property located within the AGENCY of _____, California, which is more specifically described in the legal description set forth in Exhibit "A", attached hereto and incorporated herein by this reference ("Property");

WHEREAS, Developer has requested from AGENCY-certain entitlements and/or permits for the construction of improvements on the Property, which are more particularly described as

_____

_____

_____ ("Project");

WHEREAS, the AGENCY is a member agency of the Western Riverside Council of Governments ("WRCOG"), a joint powers agency comprised of the County of Riverside and 17 cities located in Western Riverside County. WRCOG is the administrator for the Transportation Uniform Mitigation Fee ("TUMF") Program;

WHEREAS, as part of the TUMF Program, the AGENCY has adopted "Transportation Uniform Mitigation Fee Nexus Study: 2009 Update" ("2009 Nexus Study")

WHEREAS, as a condition to AGENCY's approval of the Project, AGENCY has required Developer to construct certain street and transportation system improvement(s) of regional importance ("TUMF Improvements");

WHEREAS, pursuant to the TUMF Program, the AGENCY requires Developer to pay the TUMF which covers the Developer's fair share of the costs to deliver those TUMF Improvements that help mitigate the Project's traffic impacts and burdens on the Regional System of Highways and Arterials (also known as the "TUMF Network"), generated by the Project and that are necessary to protect the safety, health and welfare of persons that travel to and from the Project using the TUMF Network;

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WHEREAS, the TUMF Improvements have been designated as having Regional or Zonal Significance as further described in the 2009 Nexus Study and the 5 year Transportation Improvement Program as may be amended;

WHEREAS, AGENCY and Developer now desire to enter into this Agreement for the following purposes: (1) to provide for the timely delivery of the TUMF Improvements, (2) to ensure that delivery of the TUMF Improvements is undertaken as if the TUMF Improvements were constructed under the direction and authority of the AGENCY, (3) to provide a means by which the Developer's costs for project delivery of the TUMF Improvements and related right-of-ways is offset against Developer's obligation to pay the applicable TUMF for the Project in accordance with the TUMF Administrative Plan adopted by WRCOG, and (4) to provide a means, subject to the separate approval of WRCOG, for Developer to be reimbursed to the extent the actual and authorized costs for the delivery of the TUMF Improvements exceeds Developer's TUMF obligation.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer and AGENCY hereby agree as follows:

TERMS

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Construction of TUMF Improvements. Developer shall construct or have constructed at its own cost, expense, and liability certain street and transportation system improvements generally described as **[INSERT TUMF IMPROVEMENTS]** _____
_____
_____
_____, and as shown more specifically on the plans, profiles, and specifications which have been or will be prepared by or on behalf of Developer and approved by AGENCY, and which are incorporated herein by this reference ("TUMF Improvements"). Construction of the TUMF Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any existing public or private improvement in conflict with the construction or installation of the TUMF Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of AGENCY and the owner of such improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary to fully and adequately complete the TUMF Improvements.

2.1 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any portion of the TUMF Improvements until all plans and specifications for the TUMF Improvements have been submitted to and approved by AGENCY. Approval by AGENCY shall

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not relieve Developer from ensuring that all TUMF Improvements conform with all other requirements and standards set forth in this Agreement.

2.2 Permits and Notices. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the TUMF Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer.

2.3 Public Works Requirements. In order to insure that the TUMF Improvements will be constructed as if they had been constructed under the direction and supervision, or under the authority of, AGENCY, Developer shall comply with all of the following requirements with respect to the construction of the TUMF Improvements:

(a) Developer shall obtain bids for the construction of the TUMF Improvements, in conformance with the standard procedures and requirements of AGENCY with respect to its public works projects, or in a manner which is approved by the Public Works Department.

(b) The contract or contracts for the construction of the TUMF Improvements shall be awarded to the responsible bidder(s) submitting the lowest responsive bid(s) for the construction of the TUMF Improvements.

(c) Developer shall require, and the specifications and bid and contract documents shall require, all such contractors to pay prevailing wages (in accordance with Articles 1 and 2 of Chapter 1, Part 7, Division 2 of the Labor Code) and to otherwise comply with applicable provisions of the Labor Code, the Government Code and the Public Contract Code relating to public works projects of cities/counties and as required by the procedures and standards of AGENCY with respect to the construction of its public works projects or as otherwise directed by the Public Works Department.

(d) All such contractors shall be required to provide proof of insurance coverage throughout the term of the construction of the TUMF Improvements which they will construct in conformance with AGENCY's standard procedures and requirements.

(e) Developer and all such contractors shall comply with such other requirements relating to the construction of the TUMF Improvements which AGENCY may impose by written notification delivered to Developer and each such contractor at any time, either prior to the receipt of bids by Developer for the construction of the TUMF Improvements, or, to the extent required as a result of changes in applicable laws, during the progress of construction thereof.

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Developer shall provide proof to AGENCY, at such intervals and in such form as AGENCY may require that the foregoing requirements have been satisfied as to the TUMF Improvements.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the TUMF Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The TUMF Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with AGENCY, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required, constructing the TUMF Improvements in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to TUMF Improvements. All work shall be done and the TUMF Improvements completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation it is determined that the public interest requires alterations in the TUMF Improvements, Developer shall undertake such design and construction changes as may be reasonably required by AGENCY. Any and all alterations in the plans and specifications and the TUMF Improvements to be completed may be accomplished without first giving prior notice thereof to Developer's surety for this Agreement.

3.0 Maintenance of TUMF Improvements. AGENCY shall not be responsible or liable for the maintenance or care of the TUMF Improvements until AGENCY approves and accepts them. AGENCY shall exercise no control over the TUMF Improvements until accepted. Any use by any person of the TUMF Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to AGENCY's acceptance of the TUMF Improvements. Developer shall maintain all of the TUMF Improvements in a state of good repair until they are completed by Developer and approved and accepted by AGENCY, and until the security for the performance of this Agreement is released. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by AGENCY. If Developer fails to properly prosecute its maintenance obligation under this section, AGENCY may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. AGENCY shall not be responsible or liable for any damages or

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injury of any nature in any way related to or caused by the TUMF Improvements or their condition prior to acceptance.

4.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of the construction of the TUMF Improvements, including, but not limited to, all plan check, design review, engineering, inspection, sewer treatment connection fees, and other service or impact fees established by AGENCY.

5.0 AGENCY Inspection of TUMF Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the TUMF Improvements, maintain reasonable and safe facilities and provide safe access for inspection by AGENCY of the TUMF Improvements and areas where construction of the TUMF Improvements is occurring or will occur.

6.0 Liens. Upon the expiration of the time for the recording of claims of liens as prescribed by Sections 8412 and 8414 of the Civil Code with respect to the TUMF Improvements, Developer shall provide to AGENCY such evidence or proof as AGENCY shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment to the construction of the TUMF Improvements, have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation. Rather than await the expiration of the said time for the recording of claims of liens, Developer may elect to provide to AGENCY a title insurance policy or other security acceptable to AGENCY guaranteeing that no such claims of liens will be recorded or become a lien upon any of the Property.

7.0 Acceptance of TUMF Improvements; As-Built or Record Drawings. If the TUMF Improvements are properly completed by Developer and approved by AGENCY, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, AGENCY shall be authorized to accept the TUMF Improvements. AGENCY may, in its sole and absolute discretion, accept fully completed portions of the TUMF Improvements prior to such time as all of the TUMF Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the TUMF Improvements. Upon the total or partial acceptance of the TUMF Improvements by AGENCY, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted TUMF Improvements in accordance with California Civil Code sections 8182, 8184, 9204, and 9208 ("Notice of Completion"), at which time the accepted TUMF Improvements shall become the sole and exclusive property of AGENCY without any payment therefore. Notwithstanding the foregoing, AGENCY may not accept any TUMF Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the AGENCY for all such TUMF Improvements. The drawings shall be certified and shall reflect the condition of the TUMF Improvements as constructed, with all changes incorporated therein.

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8.0 Warranty and Guarantee. Developer hereby warrants and guarantees all the TUMF Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of the TUMF Improvements, for a period of one (1) year following completion of the work and acceptance by AGENCY ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the TUMF Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of AGENCY, and to the approval of AGENCY. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any TUMF Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following AGENCY's acceptance of the repaired, replaced, or reconstructed TUMF Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any TUMF Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

9.0 Administrative Costs. If Developer fails to construct and install all or any part of the TUMF Improvements, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to AGENCY for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10.0 Default; Notice; Remedies.

10.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if AGENCY determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, AGENCY may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within five (5) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, AGENCY may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon AGENCY's issuance of the Notice, Developer and its surety shall be liable to AGENCY for all costs of construction and installation of the TUMF Improvements and all other administrative costs or expenses as provided for in this Section 10.0 of this Agreement.

10.2 Failure to Remedy; AGENCY Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to AGENCY within the time frame contained in the Notice, AGENCY may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and

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absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. AGENCY's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any of the TUMF Improvements at the time of AGENCY's demand for performance. In the event AGENCY elects to complete or arrange for completion of the remaining work and the TUMF Improvements, AGENCY may require all work by Developer or its surety to cease in order to allow adequate coordination by AGENCY.

10.3 Other Remedies. No action by AGENCY pursuant to this Section 10.0 et seq. of this Agreement shall prohibit AGENCY from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. AGENCY may exercise its rights and remedies independently or cumulatively, and AGENCY may pursue inconsistent remedies. AGENCY may institute an action for damages, injunctive relief, or specific performance.

11.0 Security; Surety Bonds. Prior to the commencement of any work on the TUMF Improvements, Developer or its contractor shall provide AGENCY with surety bonds in the amounts and under the terms set forth below ("Security"). The amount of the Security shall be based on the estimated actual costs to construct the TUMF Improvements, as determined by AGENCY after Developer has awarded a contract for construction of the TUMF Improvements to the lowest responsive and responsible bidder in accordance with this Agreement ("Estimated Costs"). If AGENCY determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer or its contractor shall adjust the Security in the amount requested by AGENCY. Developer's compliance with this Section 11.0 et seq. of this Agreement shall in no way limit or modify Developer's indemnification obligation provided in Section 12.0 of this Agreement.

11.1 Performance Bond. To guarantee the faithful performance of the TUMF Improvements and all the provisions of this Agreement, to protect AGENCY if Developer is in default as set forth in Section 10.0 et seq. of this Agreement, and to secure the one-year guarantee and warranty of the TUMF Improvements, Developer or its contractor shall provide AGENCY a faithful performance bond in an amount which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The AGENCY may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the TUMF Improvements are accepted by AGENCY, provided that Developer is not in default on any provision of this Agreement and the total remaining security is not less than _____ (___%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 11.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement.

11.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, materialmen, and other persons furnishing labor, materials, or equipment for performance of the TUMF Improvements and this Agreement, Developer or its

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contractor shall provide AGENCY a labor and materials bond in an amount which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this section may be released by written authorization of AGENCY after six (6) months from the date AGENCY accepts the TUMF Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which AGENCY is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of AGENCY's anticipated administrative and legal expenses arising out of such claims.

11.3 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best rating of at least "A" and FSC-VIII, shall be licensed to do business in California, and shall be satisfactory to AGENCY. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer, its contractor or the surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by AGENCY in enforcing the obligations of this Agreement. Developer, its contractor and the surety shall stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the TUMF Improvements, or the plans and specifications for the TUMF Improvements shall in any way affect its obligation on the Security.

11.4 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "B", unless other forms are deemed acceptable by the AGENCY, and when such forms are completed to the satisfaction of AGENCY, the forms and evidence of the Security shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

12.0 Indemnification. Developer shall defend, indemnify, and hold harmless AGENCY, its elected officials, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its employees, contractors, or agents in connection with the performance of this Agreement, or arising out of or in any way related to or caused by the TUMF Improvements or their condition prior to AGENCY's approval and acceptance of the TUMF Improvements ("Claims"). This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys fees, and related costs or expenses, and the reimbursement of AGENCY, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any Claim which is caused solely and exclusively by the negligence or willful misconduct of AGENCY as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by AGENCY, its elected officials, employees, or agents.

13.0 Insurance.

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13.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during performance of this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

13.1.1 General Liability. Occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than Two Million Dollars ($2,000,000) per occurrence for bodily injury, personal injury, and property damage.

13.1.2 Business Automobile Liability. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any auto owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

13.1.3 Workers' Compensation. Workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence, at all times during which insured retains employees.

13.1.4 Professional Liability. For any consultant or other professional who will engineer or design the TUMF Improvements, liability insurance for errors and omissions with limits not less than Two Million Dollars ($2,000,000) per occurrence, shall be procured and maintained for a period of five (5) years following completion of the TUMF Improvements. Such insurance shall be endorsed to include contractual liability.

13.2 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by AGENCY. At the option of AGENCY, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects AGENCY, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to AGENCY guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

13.3 Additional Insured; Separation of Insureds. The Required Insurance, except for the professional liability and workers' compensation insurance, shall name AGENCY, its elected officials, officers, employees, and agents as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including any materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to AGENCY, its elected officials, officers, employees, or agents.

13.4 Primary Insurance; Waiver of Subrogation. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering AGENCY, its elected

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officials, officers, employees, or agents. The policy required for workers' compensation insurance shall provide that the insurance company waives all right of recovery by way of subrogation against AGENCY in connection with any damage or harm covered by such policy.

13.5 Certificates; Verification. Developer and its contractors shall furnish AGENCY with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by AGENCY before work pursuant to this Agreement can begin. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

13.6 Term; Cancellation Notice. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on thirty (30) days' prior written notice to AGENCY.

13.7 Insurer Rating. Unless approved in writing by AGENCY, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least "A" and FSC-VIII.

14.0 TUMF Credit.

14.1 Developer's TUMF Obligation. Developer hereby agrees and accepts that as of the date of this Agreement, the amount Developer is obligated to pay to AGENCY pursuant to (insert appropriate reference for city or county) as part of the TUMF Program is **[INSERT DOLLAR VALUE OF TUMF REQUIREMENT]** _____ ($_____) ("TUMF Obligation"). This TUMF Obligation shall be initially determined under the nexus study and fee schedule in effect for the AGENCY at the time the Developer submits a building permit application for the TUMF Improvement. Notwithstanding, this TUMF Obligation does not have to be paid until the Certificate of Occupancy is obtained.

14.2 Fee Adjustments. Notwithstanding the foregoing, Developer agrees that this Agreement shall not estop AGENCY from adjusting the TUMF in accordance with the provisions of (insert appropriate reference for city or county).

14.3 Credit Offset Against TUMF Obligation. Pursuant to (insert appropriate reference for city or county) and in consideration for Developer's obligation under this Agreement for the delivery of TUMF Improvements, credit shall be applied by AGENCY to offset the TUMF Obligation ("Credit") subject to adjustment and reconciliation under Section 14.5 of this agreement. Developer hereby agrees that the amount of the Credit shall be applied after Developer has initiated the process of project delivery of TUMF Improvements to the

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lowest responsible bidder in accordance with this Agreement. Developer further agrees that the dollar amount of the Credit shall be equal to the lesser of: (A) the bid amount set forth in the contract awarded to the lowest responsible bidder, or (B) the unit cost assumptions for the TUMF Improvement in effect at the time of the contract award, as such assumptions are identified and determined in the 2009 Nexus Study and the TUMF Administrative Plan adopted by WRCOG ("Unit Cost Assumptions").

The bid amount and the Unit Cost Assumptions shall hereafter be collectively referred to as "Estimated Credit". At no time will the Credit exceed the Developer's TUMF Obligation. If the dollar amount of the Estimated Credit exceeds the dollar amount of the TUMF Obligation, Developer will be deemed to have completely satisfied its TUMF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.6 of this Agreement. If the dollar amount of the Estimated Credit is less than the dollar amount of the TUMF Obligation, the Developer agrees the Credit shall be applied to offset the TUMF Obligation as follows:

(1)For residential units in the Project, the Credit shall be applied to all residential units to offset and/or satisfy the TUMF Obligation. The residential units for which the TUMF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to each unit, shall be identified in the notice provided to the Developer by AGENCY pursuant to this section.

(2)For commercial and industrial structures in the Project, the Credit shall be applied to all commercial and industrial development to offset and/or satisfy the TUMF Obligation. The commercial or industrial structure(s) for which the TUMF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to such structure(s), shall be identified in the notice provided to the Developer by AGENCY pursuant to this section.

AGENCY shall provide Developer written notice of the determinations that AGENCY makes pursuant to this section, including how the Credit is applied to offset the TUMF Obligation as described above.

14.4Verified Cost of the TUMF Improvements. Upon recordation of the Notice of Completion for the TUMF Improvements and acceptance of the TUMF Improvements by AGENCY, Developer shall submit to the AGENCY Public Works Director the information set forth in the attached Exhibit "C". The AGENCY Public Works Director, or his or her designee, shall use the information provided by Developer to calculate the total actual costs incurred by Developer in delivering the TUMF Improvements covered under this Agreement ("Verified Costs"). The AGENCY Public Works Director will use his or her best efforts to determine the amount of the Verified Costs and provide Developer written notice thereof within thirty (30) calendar days of receipt of all the required information from Developer.

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14.5 Reconciliation; Final Credit Offset Against TUMF Obligation. The Developer is aware of and accepts the fact that Credits are speculative and conceptual in nature. The actual amount of Credit that shall be applied by AGENCY to offset the TUMF Obligation shall be equal to the lesser of: (A) the Verified Costs or (B) Unit Cost Assumptions for the TUMF Improvements as determined in accordance with Section 14.3 of this Agreement ("Actual Credit"). No Actual Credit will be awarded until the Verified Costs are determined through the reconciliation process. Please be advised that while a Developer may use an engineer's estimates in order to estimate Credits for project planning purposes, the Actual Credit awarded will only be determined by the reconciliation process.

(a) TUMF Balance. If the dollar amount of the Actual Credit is less than the dollar amount of the TUMF Obligation, the AGENCY Public Works Director shall provide written notice to Developer of the amount of the difference owed ("TUMF Balance") and Developer shall pay the TUMF Balance in accordance with (insert appropriate reference for city or county) to fully satisfy the TUMF Obligation (see Exhibit "F" - Example "A").

(b) TUMF Reimbursement. If the dollar amount of the Actual Credit exceeds the TUMF Obligation, Developer will be deemed to have fully satisfied the TUMF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.6 of this Agreement. AGENCY shall provide Developer written notice of the determinations that AGENCY makes pursuant to this section (see Exhibit "F" - Example "B").

(c) TUMF Overpayment. If the dollar amount of the Actual Credit exceeds the Estimated Credit, but is less than the TUMF Obligation, but the Actual Credit plus additional monies collected by AGENCY from Developer for the TUMF Obligation exceed the TUMF Obligation ("TUMF Overpayment"), Developer will be deemed to have fully satisfied the TUMF Obligation for the Project and may be entitled to a refund. The AGENCY's Public Works Director shall provide written notice to WRCOG and the Developer of the amount of the TUMF Overpayment and AGENCY shall direct WRCOG to refund the Developer in accordance with (insert appropriate reference for city or county) (see Exhibit "F" - Example C).

14.6 Reimbursement Agreement. If authorized under either Section 14.3 or Section 14.5 Developer may apply to AGENCY and WRCOG for a reimbursement agreement for the amount by which the Actual Credit exceeds the TUMF Obligation, as determined pursuant to Section 14.3 of this Agreement, (insert appropriate reference for city or county), and the TUMF Administrative Plan adopted by WRCOG ("Reimbursement Agreement"). If AGENCY and WRCOG agree to a Reimbursement Agreement with Developer, the Reimbursement Agreement shall be executed on the form set forth in Exhibit "D," and shall contain the terms and conditions set forth therein. The Parties agree that the Reimbursement Agreement shall be subject to all terms and conditions of this Agreement, and that upon execution, an executed copy of the Reimbursement Agreement shall be attached hereto and shall be incorporated herein as a material part of this Agreement as though fully set forth herein.

15.0 Miscellaneous.

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15.1 Assignment. Developer may assign all or a portion of its rights pursuant to this Agreement to a purchaser of a portion or portions of the Property ("Assignment"). Developer and such purchaser and assignee ("Assignee") shall provide to AGENCY such reasonable proof as it may require that Assignee is the purchaser of such portions of the Property. Any assignment pursuant to this section shall not be effective unless and until Developer and Assignee have executed an assignment agreement with AGENCY in a form reasonably acceptable to AGENCY, whereby Developer and Assignee agree, except as may be otherwise specifically provided therein, to the following: (1) that Assignee shall receive all or a portion of Developer's rights pursuant to this Agreement, including such credit as is determined to be applicable to the portion of the Property purchased by Assignee pursuant to Section 14.0 et seq. of this Agreement, and (2) that Assignee shall be bound by all applicable provisions of this Agreement.

15.2 Relationship Between the Parties. The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency between AGENCY and Developer. Developer's contractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of AGENCY.

15.3 Warranty as to Property Ownership; Authority to Enter Agreement. Developer hereby warrants that it owns fee title to the Property and that it has the legal capacity to enter into this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

15.4 Prohibited Interests. Developer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Developer, to solicit or secure this Agreement. Developer also warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Developer, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon the making of this Agreement. For breach of this warranty, AGENCY shall have the right to rescind this Agreement without liability.

15.5 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To AGENCY: [INSERT "CITY" OR "COUNTY"] OF _____

Fax No. (909) _____

To Developer: _____

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Attn: _____
_____
_____
Fax No. (___) _____

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

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

15.7 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and contractors of Developer, except as otherwise specified in this Agreement. All references to AGENCY include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

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

15.10 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

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

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

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15.13 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

15.14 Time is of the Essence. Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with due diligence to complete all covenants and conditions.

15.15 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

15.16 Entire Agreement. This Agreement contains the entire agreement between AGENCY and Developer and supersedes any prior oral or written statements or agreements between AGENCY and Developer.

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[SIGNATURES OF PARTIES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

DEVELOPER:

[**INSERT NAME OF DEVELOPER**]

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

[**INSERT "CITY" OR "COUNTY"] OF _____**]:

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

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EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

[ATTACH BEHIND THIS PAGE]

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EXHIBIT "B"

FORMS FOR SECURITY

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[ATTACHED BEHIND THIS PAGE]

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

PERFORMANCE BOND

WHEREAS, the [INSERT "City" OR "County"] of _____ ("AGENCY") has executed an agreement with _____ (hereinafter "Developer"), requiring Developer to perform certain work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of street and transportation system improvements (hereinafter the "Work");

WHEREAS, the Work to be performed by Developer is more particularly set forth in that certain TUMF Improvement and Credit/Reimbursement Agreement dated _____, (hereinafter the "Agreement"); and

WHEREAS, the Agreement is hereby referred to and incorporated herein by this reference; and

WHEREAS, Developer or its contractor is required by the Agreement to provide a good and sufficient bond for performance of the Agreement, and to guarantee and warranty the Work constructed thereunder.

NOW, THEREFORE, we the undersigned, _____, as Principal and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the AGENCY in the sum of _____ ($_____), said sum being not less than one hundred percent (100%) of the total cost of the Work as set forth in the Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Developer and its contractors, or their heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless AGENCY, its officers, employees, and agents, as stipulated in the Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by AGENCY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

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The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Agreement or to the Work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work.

IN WITNESS WHEREOF, we have hereto set our hands and seals this ____ day on _____, 20__.

_____
Principal

By: _____
President

_____
Surety

By: _____
Attorney-in-Fact

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EXHIBIT B

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE §1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title of Type of Document:_____ Document Date:_____
Number of Pages: _____ Signer(s) Other Than Named Above:_____

Capacity(ies) Claimed by Signer(s)

Signer's Name:_____
☐ Corporate Officer – Title(s):_____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:_____
Signer is Representing: _____

Signer's Name:_____
☐ Corporate Officer – Title(s):_____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:_____
Signer is Representing: _____

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EXHIBIT B

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as principal in the attached bond, that _____ who signed the said bond on behalf of the principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

(Corporate Seal) _____
Signature

_____
Date

NOTE: A copy of the power of attorney to local representatives of the bonding company may be attached hereto.

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EXHIBIT B

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

LABOR & MATERIAL BOND

WHEREAS, the [INSERT "City" OR "County"] of _____ ("AGENCY") has executed an agreement with _____ (hereinafter "Developer"), requiring Developer to perform certain work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of street and transportation system improvements (hereinafter "Work");

WHEREAS, the Work to be performed by Developer is more particularly set forth in that certain Improvement and Credit / Reimbursement Agreement dated _____, (hereinafter the "Agreement"); and

WHEREAS, Developer or its contractor is required to furnish a bond in connection with the Agreement providing that if Developer or any of his or its contractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the provisions of 3248 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, we the undersigned, _____, as Principal and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the AGENCY and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the said Work, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said Work to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid, the sum of _____ ($_____), said sum being not less than 100% of the total amount payable by Developer under the terms of the Agreement, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Developer or its contractors, or their heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Work contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development

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Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

In case legal action is required to enforce the provisions of this bond, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements and other consequential damages. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to make claims under Sections 8024, 8400, 8402, 8404, 8430, 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the Agreement or to the Work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work.

IN WITNESS WHEREOF, we have hereto set our hands and seals this ____ day on _____, 20__.

_____
Principal

By: _____
President

_____
Surety

By: _____
Attorney-in-Fact

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me, _____
Date — Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

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OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title of Type of Document:_____ Document Date:_____
Number of Pages: _____ Signer(s) Other Than Named Above:_____

Capacity(ies) Claimed by Signer(s)

Signer's Name:_____	Signer's Name:_____
☐ Corporate Officer – Title(s):_____	☐ Corporate Officer – Title(s):_____
☐ Partner - ☐ Limited ☐ General	☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:_____	☐ Other:_____
Signer is Representing: _____	Signer is Representing: _____

EXHIBIT B

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as principal in the attached bond, that _____ who signed the said bond on behalf of the principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

(Corporate Seal) _____
Signature

_____
Date

NOTE: A copy of the power of attorney to local representatives of the bonding company may be attached hereto.

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EXHIBIT B

EXHIBIT "C"

DOCUMENTATION TO BE PROVIDED TO AGENCY BY DEVELOPER FOR DETERMINATION OF CONSTRUCTION COSTS

To assist AGENCY in determining the Construction Costs for a completed TUMF Improvement, Developer shall provide the following documents to AGENCY:

1. Plans, specifications and Developer's civil engineer's cost estimate;

2. List of bidders from whom bids were requested;

3. Construction schedules and progress reports;

4. Contracts, insurance certificates and change orders with each contractor or vendor;

5. Invoices received from all vendors;

6. Canceled checks for payments made to contractors and vendors (copy both front and back of canceled checks);

7. Spreadsheet showing total costs incurred in and related to the construction of each TUMF Improvement and the check number for each item of cost and invoice;

8. Final lien releases from each contractor and vendor; and

9. Such further documentation as may be reasonably required by AGENCY to evidence the completion of construction and the payment of each item of cost and invoice.

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EXHIBIT "D"

REIMBURSEMENT AGREEMENT
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into this ___ day of _____, 20___, by and between the [INSERT "City" OR "County"] of _____, [**INSERT "a California municipal corporation" FOR CITY OR "a subdivision of the State of California" FOR COUNTY**] ("AGENCY"), and _____, a California [**INSERT TYPE OF ENTITY - corporation, partnership, sole proprietorship or other legal entity**], with its principal place of business at [**ENTER ADDRESS**] ("Developer"). AGENCY and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, AGENCY and Developer are parties to an agreement dated _____, 20___, entitled "Improvement and Credit Agreement - Transportation Uniform Mitigation Fee Program" (hereinafter "Credit Agreement");

WHEREAS, Sections 14.1 through 14.3 of the Credit Agreement provide that Developer is obligated to pay AGENCY the TUMF Obligation, as defined therein, but shall receive credit to offset the TUMF Obligation if Developer constructs and AGENCY accepts the TUMF Improvements in accordance with the Credit Agreement;

WHEREAS, Section 14.5 of the Credit Agreement provides that if the dollar amount of the credit to which Developer is entitled under the Credit Agreement exceeds the dollar amount of the TUMF Obligation, Developer may apply to AGENCY and WRCOG for a reimbursement agreement for the amount by which the credit exceeds the TUMF Obligation;

WHEREAS, Section 14.5 additionally provides that a reimbursement agreement executed pursuant to the Credit Agreement (i) shall be executed on the form attached to the Credit Agreement, (ii) shall contain the terms and conditions set forth therein, (iii) shall be subject to all terms and conditions of the Credit Agreement, and (iv) shall be attached upon execution to the Credit Agreement and incorporated therein as a material part of the Credit Agreement as though fully set forth therein; and

WHEREAS, AGENCY and WRCOG have consented to execute a reimbursement agreement with Developer pursuant to the Credit Agreement, (insert appropriate reference for city or county), and the TUMF Administrative Plan adopted by WRCOG.

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NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Effectiveness. This Agreement shall not be effective unless and until the Credit Agreement is effective and in full force in accordance with its terms.

3.0 Definitions. Terms not otherwise expressly defined in this Agreement, shall have the meaning and intent set forth in the Credit Agreement.

4.0 Amount of Reimbursement. Subject to the terms, conditions, and limitations set forth in this Agreement, the Parties hereby agree that Developer is entitled to receive the dollar amount by which the Actual Credit exceeds the dollar amount of the TUMF Obligation as determined pursuant to the Credit Agreement, (insert appropriate reference for city or county), and the TUMF Administrative Plan adopted by WRCOG ("Reimbursement"). The Reimbursement shall be subject to verification by WRCOG. AGENCY and Developer shall provide any and all documentation reasonably necessary for WRCOG to verify the amount of the Reimbursement. The Reimbursement shall be in an amount not exceeding [INSERT DOLLAR AMOUNT] ("Reimbursement Amount"). AGENCY shall be responsible for obtaining the Reimbursement Amount from WRCOG and transmitting the Reimbursement Amount to the Developer. In no event shall the dollar amount of the Reimbursement exceed the difference between the dollar amount of all credit applied to offset the TUMF Obligation pursuant to Section 14.3, 14.4, and 14.5 of the Credit Agreement, and one hundred (100%) of the approved unit awarded, as such assumptions are identified and determined in the Nexus Study and the TUMF Administrative Plan adopted by WRCOG.

5.0 Payment of Reimbursement; Funding Contingency. The payment of the Reimbursement Amount shall be subject to the following conditions:

5.1 Developer shall have no right to receive payment of the Reimbursement unless and until (i) the TUMF Improvements are completed and accepted by AGENCY in accordance with the Credit Agreement, (ii) the TUMF Improvements are scheduled for funding pursuant to the five-year Transportation Improvement Program adopted annually by WRCOG, (iii) WRCOG has funds available and appropriated for payment of the Reimbursement amount.

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5.2 Developer shall not be entitled to any interest or other cost adjustment for any delay between the time when the dollar amount of the Reimbursement is determined and the time when payment of the Reimbursement is made to Developer by WRCOG through AGENCY.

6.0 Affirmation of Credit Agreement. AGENCY and Developer represent and warrant to each other that there have been no written or oral modifications or amendments of the Credit Agreement, except by this Agreement. AGENCY and Developer ratify and reaffirm each and every one of their respective rights and obligations arising under the Credit Agreement. AGENCY and Developer represent and warrant that the Credit Agreement is currently an effective, valid, and binding obligation.

7.0 Incorporation Into Credit Agreement. Upon execution of this Agreement, an executed original of this Agreement shall be attached as Exhibit "D" to the Credit Agreement and shall be incorporated therein as a material part of the Credit Agreement as though fully set forth therein.

8.0 Terms of Credit Agreement Controlling. Each Party hereby affirms that all provisions of the Credit Agreement are in full force and effect and shall govern the actions of the Parties under this Agreement as though fully set forth herein and made specifically applicable hereto, including without limitation, the following sections of the Credit Agreement: Sections 10.0 through 10.3, Section 12.0, Sections 13.0 through 13.7, Sections 14.0 through 14.6, and Sections 15.0 through 15.17.

[SIGNATURES OF PARTIES ON NEXT PAGE]

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

_____
("Developer")

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

[INSERT "City" OR "County") of _____

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

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EXHIBIT "E"

TUMF CREDIT / REIMBURSEMENT ELIGIBILITY PROCESS

1. Prior to the construction of any TUMF Improvement, Developer shall follow the steps listed below:
    a. Prepare a separate bid package for the TUMF Improvements.
    b. The plans, cost estimate, specifications and contract document shall require all contractors to pay prevailing wages and to comply with applicable provisions of the Labor Code, Government Code, and Public Contract Code relating to Public Works Projects.
    c. Bids shall be obtained and processed in accordance with the formal public works bidding requirements of the AGENCY.
    d. The contract(s) for the construction of TUMF Improvements shall be awarded to the lowest responsible bidder(s) for the construction of such facilities in accordance with the AGENCY's requirements and guidelines.
    e. Contractor(s) shall be required to provide proof of insurance coverage throughout the duration of the construction.
2. Prior to the determination and application of any Credit pursuant to a TUMF Improvement and Credit Agreement executed between AGENCY and Developer ("Agreement"), Developer shall provide the AGENCY and WRCOG with the following:
    a. Copies of all information listed under Item 1 above.
    b. Surety Bond, Letter of Credit, or other form of security permitted under the Agreement and acceptable to the AGENCY and WRCOG, guaranteeing the construction of all applicable TUMF Improvements.
3. Prior to the AGENCY's acceptance of any completed TUMF Improvement, and in order to initiate the construction cost verification process, the Developer shall comply with the requirements as set forth in Sections 7, 14.2 and 14.3 of the Agreement, and the following conditions shall also be satisfied:
    a. Developer shall have completed the construction of all TUMF Improvements in accordance with the approved Plans and Specifications.
    b. Developer shall have satisfied the AGENCY's inspection punch list.
    c. After final inspection and approval of the completed TUMF Improvements, the AGENCY shall have provided the Developer a final inspection release letter.
    d. AGENCY shall have filed a Notice of Completion with respect to the TUMF Improvements pursuant to Section 3093 of the Civil Code with the County Recorder's Office, and provided a copy of filed Notice of Completion to WRCOG.
    e. Developer shall have provided AGENCY a copy of the As-Built plans for the TUMF Improvements.
    f. Developer shall have provided AGENCY copies of all permits or agreements that may have been required by various resource/regulatory agencies for construction, operation and maintenance of any TUMF Improvements.
    g. Developer shall have submitted a documentation package to the AGENCY to determine the final cost of the TUMF Improvements, which shall include at a minimum, the following documents related to the TUMF Improvements:

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i. Plans, specifications, and Developer's Civil Engineer’s cost estimates; or Engineer’s Report showing the cost estimates.
ii. Contracts/agreements, insurance certificates and change orders with each vendor or contractor.
iii. Invoices from all vendors and service providers.
iv. Copies of cancelled checks, front and back, for payments made to contractors, vendors and service providers.
v. Final lien releases from each contractor and vendor (unconditional waiver and release).
vi. Certified contract workers payroll for AGENCY verification of compliance with prevailing wages.
vii. A total cost summary, in spreadsheet format (MS Excel is preferred) and on disk, showing a breakdown of the total costs incurred. The summary should include for each item claimed the check number, cost, invoice numbers, and name of payee. See attached sample for details. [ATTACH SAMPLE, IF APPLICABLE; OTHERWISE DELETE REFERENCE TO ATTACHED SAMPLE]

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EXHIBIT "F"

RECONCILIATION EXAMPLES

All examples are based on a single family residential development project of 200 dwelling units:
200 SF dwelling units @ $6,650 / dwelling unit = $1,330,000 in fees (TUMF Obligation)

Example A: "TUMF BALANCE"

CREDIT
TUMF Obligation: $1,330,000
Estimated Credit: Bid ($1,500,000) or unit Cost Assumption ($1,600,000) whichever is less $1,500,000
Potential Reimbursement: ($170,000)

RECONCILIATION
TUMF Obligation: $1,330,000
Actual Credit: $1,200,000
TUMF Balance (Payment to TUMF): **$130,000**

Example B: "REIMBURSEMENT"

CREDIT
TUMF Obligation: $1,330,000
Estimated Credit: Bid ($1,500,000) or unit Cost Assumption ($1,600,000) whichever is less $1,500,000
Potential Reimbursement: ($170,000)

RECONCILIATION
TUMF Obligation: $1,330,000
Actual Credit: $1,500,000
Reimbursement Agreement with Developer (Based on Priority Ranking): (**$170,000**)

Example C: "TUMF OVERPAYMENT"

CREDIT
TUMF Obligation: $1,330,000
Estimated Credit: Bid ($1,200,000) or unit Cost Assumption ($1,500,000) whichever is less $1,200,000
Remaining TUMF Obligation: $130,000
Prorated Fee: $130,000 / 200 du = $650 / du

RECONCILIATION
Actual Credit: $1,300,000
TUMF payments from Developer ($650 per unit x 200 units) $130,000
Actual Credit plus TUMF Payment $1,430,000

TUMF Obligation: $1,330,000
Actual Credit plus TUMF Payment $1,430,000
TUMF Overpayment (Refund to Developer): (**$100,000**)

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ATTACHMENT B

WRCOG TUMF Developer Credit and Reimbursement Master Agreement

Latest versions found at http://www.wrcog.cog.ca.us/199/Administration-Fees

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TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
[INSERT PROJECT NAME]

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into as of this day of ____, 20__, by and between the Western Riverside Council of Governments ("WRCOG"), a California joint powers authority and _____**[INSERT NAME OF AGENCY EITHER:****, a California municipal corporation or _____, a subdivision of the State ("AGENCY")**]. WRCOG and AGENCY are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

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

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

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

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

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AGREEMENT

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

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

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

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2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed **[INSERT DOLLAR AMOUNT IN TEXT FORM] ($_____) [INSERT DOLLAR AMOUNT IN NUMBER FORM],** to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein ("Funding Amount"). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study ("Maximum TUMF Share"), as may be amended from time to time.

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

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

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

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

(b) Review and Reimbursement by WRCOG. Upon receipt of an invoice from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. Undisputed amounts shall be paid by WRCOG to the AGENCY within thirty (30) days. In the event that WRCOG disputes the eligibility of the

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AGENCY for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the AGENCY may appeal WRCOG's decision as to the eligibility of one or more invoices to WRCOG's Executive Director. The WRCOG Executive Director shall provide his/her decision in writing. If the AGENCY disagrees with the Executive Director's decision, the AGENCY may appeal the decision of the Executive Director to the full WRCOG Executive Committee, provided the AGENCY submits its request for appeal to WRCOG within ten (10) days of the Executive Director's written decision. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "B", attached hereto and incorporated herein by reference.

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

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

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

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

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

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AGENCY shall not be obligated to repay TUMF Program Funds to WRCOG relating solely to PA&ED phase work performed for the Project.

10. AGENCY's Local Match Contribution. The AGENCY shall provide at least ($_____)**[INSERT DOLLAR AMOUNT IN NUMBER FORM]**of funding toward the Work, as shown in Exhibit "A" and as called out in the AGENCY's Project Nomination Form submitted to WRCOG in response to its Call for Projects. [**IF NO LOCAL MATCH FUNDS ARE REQUIRED DELETE THE PRECEDING TEXT AND REPLACE IT WITH THE FOLLOWING:** "AGENCY local match funding is not required, as shown in Exhibit "A" and as called out in the AGENCY's Project Nomination Form submitted to WRCOG in response to its Call for Projects."]

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

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

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

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

15. Termination.

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

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breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

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

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

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

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

18. Indemnification.

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

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

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

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

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

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

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

(iii) Contain standard separation of insured provisions.

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

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

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

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

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

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

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

24. Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-

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discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

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

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

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

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

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

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

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

If to AGENCY: _____
_____
_____
_____
Telephone: _____
Facsimile: _____

If to WRCOG: Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3609
Attention: Christopher Gray, Director of Transportation

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Telephone: (951) 955-8304
Facsimile: (951) 787-7991

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By:_____ Date:_____

Rick Bishop
Executive Director

[INSERT AGENCY NAME]

By: _____ Date:_____

Approved to Form:

By:_____ Date:_____

Steven C. DeBaun
General Counsel

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EXHIBIT "A"

SCOPE OF WORK

SCOPE OF WORK: [DELETE THIS PARAGRAPH AND INSERT DETAIL THE PHASE(S) OF WORK TO BE PERFORMED UNDER THIS AGREEMENT. (Note: Detail the full Project description on Exhibit B.) Provide specific information regarding the Work to be performed, identify the reaches of the work and include a general location map and site map, if applicable.]

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EXHIBIT "A-1"

ESTIMATE OF COST

Phase	TUMF	LOCAL	TOTAL
PA&ED			
PS&E			
RIGHT OF WAY			
CONSTRUCTION			
TOTAL			

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EXHIBIT "A-2"

PROJECT SCHEDULE

TIMETABLE:

[DELETE THIS PARAGRAPH AND PROVIDE, AT A MINIMUM, THE BEGINNING AND ENDING DATES FOR EACH PHASE OF WORK INCLUDING MAJOR MILESTONES WITHIN A PHASE.]

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED			
PS&E			
RIGHT OF WAY			
CONSTRUCTION			
TOTAL			

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Elements of Compensation

EXHIBIT "B"

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. For professional services, WRCOG recommends that the AGENCY incorporate this Exhibit "B-1" into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the AGENCY and ultimately to WRCOG for reimbursement of AGENCY contractor costs.

2. Each month the AGENCY shall submit an invoice for eligible Project costs incurred during the preceding month. The original invoice shall be submitted to WRCOG's Executive Director with a copy to WRCOG's Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-2".

3. For jurisdictions with large construction projects (with the total construction cost exceeding $10 million) under construction at the same time, may with the approval of WRCOG submit invoices to WRCOG for payment at the same time they are received by the jurisdiction. WRCOG must receive the invoice by the 5th day of the month in order to process the invoice within 30 days. WRCOG will retain 10% of the invoice until all costs have been verified as eligible and will release the balance at regular intervals not more than quarterly and not less than semi-annually. If there is a discrepancy or ineligible costs that exceed 10% of the previous invoice WRCOG will deduct that amount from the next payment.

4. Each invoice shall include documentation from each contractor used by the AGENCY for the Project, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or subcontractor for the month and for the entire Project to date. Samples of acceptable task level documentation and progress reports are attached as Exhibits "B-4" and "B-5". All documentation from the Agency's contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-3".

5. If the AGENCY is seeking reimbursement for direct expenses incurred by AGENCY staff for eligible Project costs, the AGENCY shall provide the same level of information for its labor and any expenses as required of its contractors pursuant to Exhibit "B" and its attachments.

6. Charges for each task and milestone listed in Exhibit "A" shall be listed separately in the invoice.

7. Each invoice shall include a certification signed by the AGENCY Representative or his or her designee which reads as follows:

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

Signed _____

Title _____

Date _____

Invoice No. _____

8. WRCOG will pay the AGENCY within 30 days after receipt by WRCOG of an invoice. If WRCOG disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.

9. The final payment under this Agreement will be made only after: (I) the AGENCY has obtained a Release and Certificate of Final Payment from each contractor or subcontractor used on the Project; (ii) the AGENCY has executed a Release and Certificate of Final Payment; and (iii) the AGENCY has provided copies of each such Release to WRCOG.

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EXHIBIT "B-1"
[Sample for Professional Services]

For the satisfactory performance and completion of the Services under this Agreement, Agency will pay the Contractor compensation as set forth herein. The total compensation for this service shall not exceed (_____INSERT WRITTEN DOLLAR AMOUNT___) ($___INSERT NUMERICAL DOLLAR AMOUNT___) without written approval of Agency's City Manager [or applicable position] ("Total Compensation").

1. ELEMENTS OF COMPENSATION.

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

1.1 DIRECT LABOR COSTS.

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

1.1.1 DIRECT SALARY COSTS

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

1.1.2 MULTIPLIER

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

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

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

1.1.2.3 Overhead Costs _____

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

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

1.2 FIXED FEE.

1.2.1 The fixed fee is $_____.

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

1.3 ADDITIONAL DIRECT COSTS.

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

Rates for identified Additional Direct Costs are as follows:

ITEM	REIMBURSEMENT RATE
	[___insert charges___]
Per Diem	$ /day
Car mileage	$ /mile
Travel	$ /trip
Computer Charges	$ /hour
Photocopies	$ /copy
Blueline	$ /sheet
LD Telephone	$ /call
Fax	$ /sheet
Photographs	$ /sheet

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

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2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.

2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Contractor's adjustments to individual compensation. The Contractor shall notify Agency in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

POSITION OR CLASSIFICATION	RANGE OF HOURLY RATES
[___sample___]	
Principal	$ .00 - $ .00/hour
Project Manager	$ .00 - $ .00/hour
Sr. Engineer/Planner	$ .00 - $ .00/hour
Project Engineer/Planner	$ .00 - $ .00/hour
Assoc. Engineer/Planner	$ .00 - $ .00/hour
Technician	$ .00 - $ .00/hour
Drafter/CADD Operator	$ .00 - $ .00/hour
Word Processor	$ .00 - $ .00/hour

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

3. INVOICING.

3.1 Each month the Contractor shall submit an invoice for Services performed during the preceding month. The original invoice shall be submitted to Agency's Executive Director with two (2) copies to Agency's Project Coordinator.

3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by Agency's Representative.

3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Services, shall be listed separately. The charges for each individual assigned by the Contractor under this Agreement shall be listed separately on an attachment to the invoice.

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3.4 A charge of $500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to Agency such as invoices, telephone logs, etc.

3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.

3.6 If applicable, each invoice shall indicate payments to DBE subcontractors or supplies by dollar amount and as a percentage of the total invoice.

3.7 Each invoice shall include a certification signed by the Contractor's Representative or an officer of the firm which reads as follows:

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

Signed _____

Title _____

Date _____

Invoice No. _____

4. PAYMENT

4.1 Agency shall pay the Contractor within four to six weeks after receipt by Agency of an original invoice. Should Agency contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.

4.2 The final payment for Services under this Agreement will be made only after the Contractor has executed a Release and Certificate of Final Payment.

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EXHIBIT B-2
Sample Cover Letter to WRCOG

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

Re: Project Title - Invoice #__

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

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

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

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

By: _____
Name
Title

cc:

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EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

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

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

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

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

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

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

By: _____
Name
Title

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EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)

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EXHIBIT B-5
Sample Progress Report

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

A. Activities and Work Completed during Current Work Periods

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

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

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

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ATTACHMENT C

Checklist 1: Developer Credit Agreement to Construct TUMF Improvements

List of Documents and Requirements Prior to Construction of TUMF Improvements

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CHECKLIST 1

Developer Credit Agreement to Construct TUMF Improvements
List of Documents and Requirements Prior to Construction of TUMF Improvements

DEVELOPER must provide the following:

- Bid package prepared per bidding processes and requirements of Public Agency public works department
- Copies of plans, cost estimate, specifications, and contract documents showing that contractor will pay prevailing wages and comply with applicable provisions of the Labor Code, Governments Code, and Public Contract Code relating to Public Works Projects
- Copies of the contract(s) for the construction of TUMF improvements awarded to the lower responsible bidder(s) for the construction of such facilities in accordance with the public agency's requirements and guidelines
- Copies of contractor(s) proof of insurance coverage throughout the duration of construction
- Copy of Surety Bond, Letter of Credit, or other form of security permitted under the Credit Agreement and acceptable to the Public Agency and WRCOG

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ATTACHMENT D

Checklist 2: Developer Credit Agreement to Construct TUMF Improvements

List of Documents and Requirements to Initiate Construction Cost Verification Process

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CHECKLIST 2

Developer Credit Agreement to Construct TUMF Improvements
List of Documents and Requirements to Initiate Construction Cost Verification Process

- Complete construction by DEVELOPER of all TUMF Improvements in accordance with the approved Plans and Specifications
- Satisfaction by DEVELOPER of the PUBLIC AGENCY's inspection punch list for constructed TUMF improvements
- Final inspection release letter from PUBLIC AGENCY to DEVELOPER after final inspection and approval of completed TUMF improvements
- Notice of Completion with respect to the TUMF Improvements pursuant to Section 3093 of the Civil Code filed by PUBLIC AGENCY at the County Recorder's Office; PUBLIC AGENCY should submit a copy of the Notice of Completion to WRCOG
- DEVELOPER should submit copies of the As-Built plans for the TUMF improvements to the PUBLIC AGENCY
- DEVELOPER should submit copies of all permits or agreements that may have been required by various resource/regulatory agencies for construction, operation, and maintenance of any TUMF Improvements to the PUBLIC AGENCY
- DEVELOPER should submit a documentation package to the PUBLIC AGENCY to determine the final cost of the TUMF Improvements, which shall include, at a minimum, the following documents related to the TUMF Improvements:
    - Plans, specifications, and DEVELOPER's Civil Engineer's cost estimates; or Engineer's Report showing the cost estimates
    - Contracts/agreements, insurance certificates and change orders with each vendor or contractor
    - Invoices from all vendors and service providers
    - Copies of cancelled checks, front and back, for payments made to contractors, vendors, and service providers
    - Final lien releases from each contractor and vendor (unconditional waiver and release)
    - Certified contract workers' payroll for PUBLIC AGENCY verification of compliance with prevailing wages
    - A total cost summary, in spreadsheet (MS Excel), showing a breakdown of the total costs incurred; the summary should include for each item claimed, the check number, cost, invoice numbers, and name of payee

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ATTACHMENT E

Checklist 3: Public Agency Reimbursement Invoice Packet Forms List

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CHECKLIST 3

Public Agency Reimbursement
Invoice Packet Forms List

- € Invoice Cover Letter (FORM TEMPLATE 1)
- € Progress Report (FORM TEMPLATE 2)
- € Summary Invoice (FORM TEMPLATE 3)
- € Detailed Consultant/Contractor Invoices
- € Documents Showing Payment of Consultant/Contractor Invoices by Public Agency

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ATTACHMENT F

Form Template 1: Invoice Cover Letter

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FORM TEMPLATE 1
INVOICE COVER LETTER

Date
Attention: Director of Transportation
Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
ATTN: Accounts Payable

Re: Project Title - Invoice #__

Enclosed for your review and payment approval is the AGENCY's invoice for professional and technical services that was rendered by our contractors in connection with TUMF Agreement No. _____ effective (Month/Day/Year).

The required support documentation received from each contractor is included as backup to the invoice.

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

	TUMF Phase (PA&ED, PS&E, etc.)	TUMF TOTAL
Total Authorized Agreement Amount		
Total Invoiced to Date		
Total Previously Invoiced		
Balance Remaining		

Amount due this Invoice: **$0,000,000.00**
==========

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

By: _____
Name
Title

cc:

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ATTACHMENT G

Form Template 2: Progress Report

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FORM TEMPLATE 2
PROGRESS REPORT

PROJECT TITLE: _____

TUMF AGREEMENT #_____

QUARTERLY PROGRESS REPORT # _____

DATE: _____ REPORTING PERIOD: From: _____ To: _____

PUBLIC AGENCY: _____

Quarterly Progress Report

A. Activities and Work Complete During Current Work Periods
   A.1
   A.2
   A.3
   Etc.

B. Current/Potential Problems Encountered and Corrective Action
   B.1
   B.2
   B.3
   Etc.

C. Work Planned Next Period
   C.1
   C.2
   C.3
   Etc.

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ATTACHMENT H

Form Template 3: Reimbursement Invoice

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FORM TEMPLATE 3
Reimbursement Invoice

Project Title: _____

Agency: _____ **Invoice Date:** _____

To: Western Riverside Council of Governments
4080 Lemon Street, 3rd Floor
MS 1032
Riverside, CA 92501-3609
Attn: Accounts Payable

Invoice Number _____
TUMF Agreement Number _____
Total Reimbursement Requested $ -

FOR PUBLIC AGENCY USE	
Invoice Description	*Summary Description of Invoice Project Tasks*
Consultant/Contractor	*Name of Consultant/Contractor Completing Project Tasks on Invoice*
TUMF Phase	*PA&ED (Project Approvals & Environmental Documentation; PS&E (Plans, Specifications, and Estimates); R/W (Right-of-Way Acquisition); CON (Construction)*
Total Invoice Amount	*Total Amount Indicated on Invoice*
Local Share Amount	*Portion of Total Amount on Invoice Reimbursed through Local Share (if applicable)*
Total Reimbursement Requested	*Total Reimbursement Amount Requested minus Local Share*
FOR WRCOG USE	
Invoice Approved	*YES= Approved; NO= Denied; PARTIAL= Portion of invoice amount approved*
Amount Approved	*Amount of Submitted Invoice Approved by WRCOG*
Reason for Denial of Invoice Amount	*Reason(s) for Denial of Submitted Invoice Amounts*

FOR PUBLIC AGENCY USE						FOR WRCOG USE		
Invoice Description	Consultant/Contractor	TUMF Phase	Total Invoice Amount	Local Share Amount	Total Reimbursement Requested	Invoice Approved? (YES, NO, PARTIAL)	Amount Approved	Reason(s) for Denial of Invoice Amounts
			$ -	$ -	$ -		$ -	
			$ -	$ -	$ -		$ -	
			$ -	$ -	$ -		$ -	
			$ -	$ -	$ -		$ -	
			Total Reimbursement Requested		$ -	Total Reimbursement Approved	$ -	

The invoice is a true, complete and correct statement of work performed, reimbursable costs and progress. The backup information included with the invoice is true, complete and correct in all material respects.

_____ _____
Signed Date

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7. Frequently Asked Questions (FAQ)

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7. Frequently Asked Questions (FAQ)

1. **What is WRCOG's TUMF Program?**
   WRCOG's Transportation Uniform Mitigation Fee (TUMF) Program is a regional fee program designed to provide transportation and transit infrastructure that mitigates the impact of new growth in Western Riverside County. Each of WRCOG's member jurisdictions and the March JPA participates in the TUMF Program through an adopted ordinance, collects fees from new development, and remits the fees to WRCOG. As administrator of the TUMF Program, WRCOG allocates TUMF funds to the Riverside County Transportation Commission, the Riverside Transit Agency (RTA), the Western Riverside Regional Conservation Authority (RCA), and groupings of jurisdictions—referred to as TUMF zones. Collected fees are used for planning, engineering, right-of-way acquisition, and construction of eligible TUMF facilities and acquisition of open space.

2. **How are TUMF fees determined?**
   For a fee program to be established, State law (Mitigation Fee Act) requires that a "Nexus Study" be prepared to establish the relationship between new growth in the region and the need for transportation improvements to mitigate the traffic impacts from new development. WRCOG prepares the Nexus Study that involves a multi-step process that examines, among other variables, future growth in the region, the road network needed to serve new development, and the estimated cost of needed improvements.

3. **Are there exemptions to the TUMF fees?**
   Several development types are exempt from TUMF fees, as described in the TUMF Ordinance and Administrative Plan. Low-income residential housing, government and public buildings, public and private schools (K-12, non-profit), rehabilitation or reuse of an existing building, development agreements prior to July 2003, and the sanctuary building of a church or a house of worship are exempt from paying TUMF fees.

4. **Where can I find the current TUMF fees?**
   The current TUMF fee schedule can be found on WRCOG's website (http://www.wrcog.cog.ca.us/199/Administration-Fees), and in the TUMF Nexus Study.

5. **What is the TUMF Network?**
   The TUMF Network is the system of roadways that serve inter-community trips within Western Riverside County. The TUMF Network (also known as the Western Riverside County Regional System of Highways and Arterials) represents the extents of the network of highways and roadways that are eligible for TUMF funded improvements.

6. **What is the Maximum TUMF Share?**
   The Maximum TUMF Share is the maximum amount of a project's total cost that is eligible for funding through the TUMF Program. The TUMF Nexus Study provides cost calculations for each segment on the TUMF Network along with the maximum TUMF share.

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7. **Are all project costs eligible for TUMF reimbursement?**
   The TUMF Administrative Plan provides a list of specific project costs eligible for TUMF reimbursement. These costs are also summarized in Section 2 of this TUMF Credit/Reimbursement Manual.

8. **Are Developers eligible for a TUMF reimbursement?**
   Developers are eligible for TUMF reimbursement for the construction of TUMF facilities in certain instances. If a developer constructs TUMF improvements that cost more than the TUMF obligation, the developer may be reimbursed for eligible expenses based on actual project costs.

9. **When should a Public Agency submit invoices for TUMF reimbursement?**
   Public agencies should submit reimbursement invoices to WRCOG quarterly beginning in September of each fiscal year.

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Item 5.D

Transportation Department Activities Update

Attachment 2

Draft TUMF Calculation Handbook

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TRANSPORTATION UNIFORM MITIGATION FEE

FEE CALCULATION HANDBOOK

Prepared for

The Western Riverside Council of Governments

In Cooperation with

The City of Banning
The City of Beaumont
The City of Calimesa
The City of Canyon Lake
The City of Corona
The City of Eastvale
The City of Hemet
The City of Jurupa Valley
The City of Lake Elsinore
The City of Menifee
The City of Moreno Valley
The City of Murrieta
The City of Norco
The City of Perris
The City of Riverside
The City of San Jacinto
The City of Temecula
The City of Wildomar
The County of Riverside
Eastern Municipal Water District
March Joint Powers Authority
Morongo Band of Mission Indians
Western Municipal Water District

Prepared by

WSP

Revised: August 10, 2017

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1.0 INTRODUCTION AND PURPOSE

The Board of Supervisors of the County of Riverside and the Councils of the Cities of Western Riverside County enacted the Transportation Uniform Mitigation Fee to fund the mitigation of cumulative regional transportation impacts resulting from future development. The mitigation fees collected through the TUMF program will be utilized to complete transportation system capital improvements necessary to meet the increased travel demand and to sustain current traffic levels of service.

The fee calculations are based on the proportional allocation of the costs of proposed transportation improvements based on the cumulative transportation system impacts of different types of new development. Fees are directly related to the forecast rate of growth and trip generation characteristics of different categories of new development. The purpose of this handbook is to detail the methodology for calculating the TUMF obligation for different categories of new development and, where necessary, to clarify the definition and calculation methodology for uses not clearly defined in the respective TUMF ordinances.

2.0 STANDARD FEE CALCULATIONS

A standard methodology will be applied for calculating all TUMF obligations based on the rates for various land use categories as prescribed in the respective TUMF ordinances. Fees associated with new residential development are to be calculated based on the prescribed TUMF rate and the total number of dwelling units associated with a new development using **Worksheet A.1.1**. Similarly, fees for all new non-residential developments are to be calculated based on the prescribed TUMF rate and the gross floor area of all buildings associated with the new development using **Worksheet A.2.1**.

2.1. Standard Residential Fee Calculations

For the purpose of calculating the TUMF obligation, residential dwelling units are defined as a building or portion thereof used by one (1) family and containing one (1) kitchen, which is designed primarily for residential occupancy. Residential dwelling units may include, but are not limited to, detached houses, apartment homes, condominiums and mobile homes. Residential dwelling units do not include hotel and motel rooms, dormitories, medical care facilities and correctional institutions which are considered to be non-residential developments.

Residential TUMF obligations are calculated by multiplying the net increase in the total number of dwelling units associated with a new development by the appropriate residential land use category fee rate using **Worksheet A.1.1**. Residential land use categories include single-family residential dwelling units and multi-family dwelling units, as defined in the respective TUMF ordinances.

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2.2. Standard Non-Residential Fee Calculations

For the purpose of calculating the TUMF obligation, non-residential development is defined as retail commercial, service commercial, industrial, and government or public sector development which is designed primarily for use as a business and is not intended for residential occupancy or dwelling use. The applicable non-residential land use category for a non-residential development is determined based on the predominate use of the building or structure associated with the new development and may be related to the underlying land use zoning of the new development site, as prescribed in the respective TUMF ordinances. The TUMF non-residential land use categories were defined with reference to the socioeconomic data obtained from the Southern California Association of Governments (SCAG) and used as the basis for completing this Nexus Study analysis. The SCAG employment data is provided for thirteen employment sectors consistent with the California Employment Development Department (EDD) Major Groups including: Farming, Natural Resources and Mining; Construction; Manufacturing; Wholesale Trade; Retail Trade; Transportation, Warehousing and Utilities; Information; Financial Activities; Professional and Business Service; Education and Health Service; Leisure and Hospitality; Other Service; and Government. For the purposes of the Nexus Study, the EDD Major Groups were aggregated to Industrial (Farming, Natural Resources and Mining; Construction; Manufacturing; Wholesale Trade; Transportation, Warehousing and Utilities), Retail (Retail Trade), Service (Information; Financial Activities; Professional and Business Service; Education and Health Service; Leisure and Hospitality; Other Service) and Government/Public Sector (Government). These four aggregated sector types were used as the basis for calculating the fee.

Table 2.1 provides a table detailing the EDD Major Groups and corresponding North American Industry Classification System (NAICS) Categories that are included in each non-residential sector type. Table 2.1 should be used as a guide to determine the applicable non-residential TUMF land use category based on the predominate use of the buildings associated with the new development. A comprehensive breakdown of the Major Groups and correspondence to the NAICS categories can be found in Appendix B of the Transportation Uniform Mitigation Fee Nexus Study 2016 Update Final Report (Western Riverside Council of Governments, As Adopted July 10, 2017) and on the U.S. Census Bureau website at www.census.gov/epcd/www/naics.html.

Non-residential TUMF obligation are calculated by multiplying the net increase in the gross floor area of the buildings or structures associated with a new development by the appropriate non-residential land use category fee rate using **Worksheet A.2.1**. The gross floor area of non-residential developments is defined as the sum, measured in square feet, of the area at each floor level, including cellars, basements, mezzanines, penthouses, corridors, lobbies, stores, and offices, that are included within the principal outside faces of the exterior wall of the building or structure, not including architectural setbacks or projections. Included are all stories or areas that have floor surfaces with clear standing head room (at least 6 feet, 6 inches) regardless of their use. Where a ground level area, or part thereof, within the principal outside faces of the exterior walls of the building or structure is left un-roofed, the gross floor area of the un-roofed portion will be added to the overall square footage of the building for the purpose of the non-

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residential fee calculation unless the unroofed area is solely provided for architectural or aesthetic purposes.

For certain non-residential land use types that have been explicitly defined in this handbook (herein referred to as 'defined use') un-enclosed un-roofed areas and un-enclosed roofed-over spaces that are integral to the performance of the principal business of the site will be added to the overall square footage of any buildings or structures associated with a new development for the purpose of fee calculation. Defined use types are listed in **Table 3.1** of this handbook. Determination of the precise floor area for each defined use will be made in accordance with the provisions of **Section 4.0** and **Section 5.0** of this handbook.

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Table 2.1 - TUMF Non-Residential Category Detailed NAICS Correspondence Summary

TUMF	*California Employment Development Department (EDD)*	*North American Industry Classification System (NAICS) (2007)*
Category	***Major Groups***	***Category Codes & Descriptions****
Industrial	11-000000 Total Farm	11-111 Crop Production
		11-112 Animal Production
		11-113 Forestry and Logging
		11-114 Fishing, Hunting and Trapping
		11-115 Support Activities for Agriculture and Forestry
	10-000000 Natural Resources & Mining	10-211 Oil and Gas Extraction
		10-212 Mining (except Oil and Gas)
		10-213 Support Activities for Mining
	20-000000 Construction	20-236 Construction of Buildings
		20-237 Heavy and Civil Engineering Construction
		20-238 Specialty Trade Contractors
	30-000000 Manufacturing	32-311 Food Manufacturing
		32-312 Beverage and Tobacco Product Manufacturing
		32-313 Textile Mills
		32-314 Textile Product Mills
		32-315 Apparel Manufacturing
		32-316 Leather and Allied Product Manufacturing
		31-321 Wood Product Manufacturing
		32-322 Paper Manufacturing
		32-323 Printing and Related Support Activities
		32-324 Petroleum and Coal Products Manufacturing
		32-325 Chemical Manufacturing
		32-326 Plastics and Rubber Products Manufacturing
		31-327 Nonmetallic Mineral Product Manufacturing
		31-331 Primary Metal Manufacturing
		31-332 Fabricated Metal Product Manufacturing
		31-333 Machinery Manufacturing
		31-334 Computer and Electronic Product Manufacturing
		31-335 Electrical Equipment, Appliance, and Component Manufacturing
		31-336 Transportation Equipment Manufacturing
		31-337 Furniture and Related Product Manufacturing
		31-339 Miscellaneous Manufacturing
	41-000000 Wholesale Trade	41-423 Merchant Wholesalers, Durable Goods
		41-424 Merchant Wholesalers, Nondurable Goods
		41-425 Wholesale Electronic Markets and Agents and Brokers
	43-000000 Transportation, Warehousing & Utilities	43-221 Utilities
		43-481 Air Transportation
		43-482 Rail Transportation
		43-483 Water Transportation
		43-484 Truck Transportation
		43-485 Transit and Ground Passenger Transportation
		43-486 Pipeline Transportation
		43-487 Scenic and Sightseeing Transportation
		43-488 Support Activities for Transportation
		43-491 Postal Service
		43-492 Couriers and Messengers
		43-493 Warehousing and Storage
Retail	42-000000 Retail Trade	42-441 Motor Vehicle and Parts Dealers
		42-442 Furniture and Home Furnishings Stores
		42-443 Electronics and Appliance Stores
		42-444 Building Material and Garden Equipment and Supplies Dealers
		42-445 Food and Beverage Stores
		42-446 Health and Personal Care Stores
		42-447 Gasoline Stations
		42-448 Clothing and Clothing Accessories Stores
		42-451 Sporting Goods, Hobby, Book, and Music Stores
		42-452 General Merchandise Stores
		42-453 Miscellaneous Store Retailers
		42-454 Nonstore Retailers

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Table 2.1 - TUMF Non-Residential Category Detailed NAICS Correspondence Summary (continued)

TUMF	*California Employment Development Department (EDD)*	*North American Industry Classification System (NAICS) (2007)*
Category	*Major Groups*	*Category Codes & Descriptions**
Service	50-000000 Information	50-511 Publishing Industries (except Internet)
		50-512 Motion Picture and Sound Recording Industries
		50-515 Broadcasting (except Internet)
		50-517 Telecommunications
		50-518 Data Processing, Hosting and Related Services
		50-519 other Information Services
	55-000000 Finance Avtivities	55-521 Monetary Authorities-Central Bank
		55-522 Credit Intermediation and Related Activities
		55-523 Securities, Commodity Contracts, and Other Financial Investments and Related Activities
		55-524 Insurance Carriers and Related Activities
		55-525 Funds, Trusts, and Other Financial Vehicles
		55-531 Real Estate
		55-532 Rental and Leasing Services
		55-533 Lessors of Nonfinancial Intangible Assets (except Copyrighted Works)
	60-000000 Professional & Business Services	60-540 Professional, Scientific, and Technical Services
		60-550 Management of Companies and Enterprises
		60-561 Administrative and Support Services
		60-562 Waste Management and Remediation Services
	65-000000 Educational & Health Services	65-610 Educational Services
		65-621 Ambulatory Health Care Services
		65-622 Hospitals
		65-623 Nursing and Residential Care Facilities
		65-624 Social Assistance
	70-000000 Leisure & Hospitality	70-711 Performing Arts, Spectator Sports, and Related Industries
		70-712 Museums, Historical Sites, and Similar Institutions
		70-713 Amusement, Gambling, and Recreation Industries
		70-721 Accommodation
		70-722 Food Services and Drinking Places
	80 Other Services	80-811 Repair and Maintenance
		80-812 Personal and Laundry Services
		80-813 Religious, Grantmaking, Civic, Professional, and Similar Organizations
		80-814 Private Households
Government/	90-000000 Government	90-910 Federal Government
Public Sector		90-920 State Government
		90-930 Local Government

Note: * The NAICS Minor Groups and Categories are cross-referenced to the EDD Major Industrial Codes which are used as the basis for the CDR forecasts.

Sources: Riverside County Center for Demographic Research (CDR)
California Employment Development Department (EDD)
US Census Bureau, North American Industry Classification System (NAICS), 2007

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3.0 DEFINED USE TYPE CALCULATIONS

Notwithstanding the provisions of the respective TUMF ordinances, the TUMF Administration Plan, and the standard residential and non-residential fee calculations described in this handbook, there are a number of "defined use" types that are not clearly defined in the respective TUMF ordinances or cannot readily capture the trip making characteristics of the land use based on the number of dwelling units or gross floor area of new development. For these defined use types, this handbook provides the administrative mechanism to clarify the definition of the particular use, and where appropriate, to determine the proportional 'fair share' when the trip generation of the use is not directly or wholly associated with the number of dwelling units or gross floor area.

The methodology for determining the proportional "fair share" for the mitigation of the cumulative traffic impacts associated with the "defined uses" will be unique for each land use. However, the fee obligation for each defined use will calculated based on the standard residential or non-residential fee calculation methodology (described in Section 2.0 of this handbook) using the schedule of fees prescribed in the respective TUMF ordinances.

The defined use types are indicated in **Table 3.1**. The sections following Table 3.1 provide a detailed explanation of each specific defined use, the rationale for the defined use proportional fair share determination and the methodology for calculating the fee obligation for the specific defined use. **Section 4.0** details the calculation methodology for residential defined use types. **Section 5.0** details the calculation methodology for non-residential defined use types and **Section 6.0** outlines calculation worksheets for applicable defined use types.

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Table 3.1 – Defined Use Types		
SECTION	DEFINED USE	CALCULATION METHODOLOGY
Residential		Standard residential fee calculation is the net increase in the total number of dwelling units multiplied by the appropriate residential land use category fee rate using **Worksheet A.1.1**.
4.1	Mobile Home Parks	Mobile homes to be located in mobile home parks will be calculated as multi-family dwelling units and mobile homes to be located on individual lots will be calculated as single-family dwelling units using **Worksheet A.1.1** for standard residential fee calculations.
4.2	Transit Oriented Development	For eligible residential TOD land uses, the TUMF obligation is calculated by multiplying the standard residential TUMF obligation (either single family or multi-family, as appropriate) by the automobile trip reduction factor using the methodology outlined in **Worksheet A.1.2**. Documentation including a site plan and location map will be submitted with the development application to demonstrate eligibility of residential land use as TOD.
4.3	Active Senior Living	For eligible senior adult housing (also referred to as Active Senior Living), the TUMF obligation is calculated by multiplying the standard multi-family residential TUMF obligation by the automobile trip reduction factor using the methodology outlined in **Worksheet A.1.23**. Documentation including an active senior living qualification checklist will be submitted with the development application to demonstrate eligibility of residential land use as Active Senior Living.

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Table 3.1 (continued) – Defined Use Types		
SECTION	DEFINED USE	CALCULATION METHODOLOGY
Non-Residential		Standard non-residential fee calculation in the net increase in the gross floor area of buildings multiplied by the appropriate non-residential land use category fee rate using **Worksheet A.2.1**.
5.1	Fuel Filling Stations	For all types of fuel filling stations or facilities with fuel filling positions, the gross floor area will be calculated using **Worksheet A.2.2** and the resultant value will be entered as the *Total Gross Floor Area for Retail Buildings* in **Worksheet A.2.1** for standard non-residential fee calculations.
5.2	Vehicle Dealerships	Vehicle Dealerships will be calculated as a retail use based on the gross floor area of all buildings and structures associated with the dealership using **Worksheet A.2.1** for standard non-residential fee calculations.
5.3	Group Quarters	All types of group quarters will be calculated as service uses using **Worksheet A.2.1** for standard non-residential fee calculations.
	Congregate Care Facilities and Nursing Homes	For all group quarters specifically used for congregate care (including assisted living facilities) and/or nursing homes, the gross floor area will be calculated using **Worksheet A.2.3** and the resultant value will be entered as the *Total Gross Floor Area for Service Buildings* in **Worksheet A.2.1** for standard non-residential fee calculations.
5.4	Mini-Warehouses and Rental Storage	Mini-Warehouses and Rental Storage (including outdoor rental storage areas) will be calculated using **Worksheet A.2.4** and the resultant value will be entered as the *Total Gross Floor Area for Industrial Buildings* in **Worksheet A.2.1** for standard non-residential fee calculations.
5.5	Golf Courses	Golf Courses will be calculated using **Worksheet A.2.5** and the resultant value will be entered as the *Total Gross Floor Area for Service Buildings* in **Worksheet A.2.1** for standard non-residential fee calculations.
5.6	Wholesale Nurseries	Wholesale Nurseries will be calculated using **Worksheet A.2.6** and the resultant value will be entered as the *Total Gross Floor Area for Industrial Buildings* in **Worksheet A.2.1** for standard non-residential fee calculations.
5.7	Retail Nurseries (Garden Centers)	Retail Nurseries will be calculated using **Worksheet A.2.7** and the resultant value will be entered as the *Total Gross Floor Area for Retail Buildings* in **Worksheet A.2.1** for standard non-residential fee calculations.
5.8	High-Cube Warehouse/Distribution Center	High-Cube Warehouses/Distribution Centers with a minimum gross floor area of 200,000 square feet, a minimum ceiling height of 24 feet and a minimum dock-high door loading ratio of 1 door per 10,000 square feet will be calculated using **Worksheet A.2.8** and the resultant value will be entered as the *Total Gross Floor Area for Industrial Buildings* in **Worksheet A.2.1** for standard non-residential fee calculations.

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Table 3.1 (continued) – Defined Use Types		
SECTION	DEFINED USE	CALCULATION METHODOLOGY
5.9	Wineries	Winery size is determined using **Worksheet A.2.9**. Small wineries will be calculated as an industrial use based on the gross floor area of all buildings associated with the winery using **Worksheet A.2.1** for standard non-residential fee calculations. Medium wineries will be calculated using **Worksheet A.2.10** and the resultant value will be entered as the *Total Gross Floor Area for Industrial Buildings* in **Worksheet A.2.1** for standard non-residential fee calculations. Large Wineries will be calculated using **Worksheet A.2.11** and the resultant value will be entered as the *Total Gross Floor Area for Industrial Buildings* in **Worksheet A.2.1** for standard non-residential fee calculations.
5.10	Electric Vehicle Supply Equipment Charging Stations	All types of publically accessible electric vehicle supply equipment (EVSE) charging stations will be calculated using **Worksheet A.2.12** and the resultant value will be entered as the *Total Gross Floor Area for Retail Buildings* in **Worksheet A.2.1** for standard non-residential fee calculations.

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4.0 DETAILED METHODOLOGY FOR RESIDENTIAL DEFINED USE TYPES

4.1. Mobile Home Parks

4.1.1. Summary

Mobile homes to be located in mobile home parks will be considered as multi-family dwelling units with the TUMF obligation calculated using **Worksheet A.1.1** for standard residential fee calculations. Notice of the fee obligation will be provided to the mobile home park developer at the time of issuance of the "Mobile Home Park Permit" or equivalent building permit for the installation of site infrastructure including, but not limited to, permanent foundations, and electrical, water and sewer receptacles. The TUMF will be required to be paid in full by the mobile home park developer at the time of final inspection by the appropriate local jurisdiction to authorize utilization of the site for lease to a mobile home owner (which is considered the equivalent to the issuance of a certificate of occupancy).

Mobile homes to be located on individual lots will be considered single-family dwelling units with the TUMF obligation calculated using **Worksheet A.1.1** for standard residential fee calculations.

4.1.2. Detailed Narrative

In accordance with Section 6.1 and Appendix B of the Transportation Uniform Mitigation Fee Nexus Study 2016 Update Final Report (Western Riverside Council of Governments, As Adopted July 10, 2017), all mobile homes are considered to be single-family dwelling units for the purpose of calculating the applicable TUMF obligation for newly developed units. Trip Generation 9th Edition (Institute of Traffic Engineers, 2012) defines single-family detached housing as "all single-family detached homes on individual lots" and notes that "single-family detached units had the highest trip generation per dwelling unit of all residential uses, because they were the largest units in size and had more residents and more vehicles per unit than other residential land uses; they were generally located farther away from shopping centers, employment areas, and other trip attractors than other residential land uses; and they generally had fewer alternative modes of transportation available, because they were typically not as concentrated as other residential land uses." Mobile homes located on individual lots are generally consistent with this description of single-family detached housing and tend to reflect single-family trip generation characteristics and resultant transportation system impacts. However, mobile homes grouped in higher density mobile home parks tend to demonstrate trip generation characteristics more like those of multi-family residential unit developments. For this reason, it has been determined that mobile homes expressly located in mobile home parks will be considered as multi-family dwelling units for the purpose of calculating the applicable TUMF obligation.

Trip Generation 9th Edition defines mobile home parks as generally consisting of multiple "manufactured homes that are sited and installed on permanent foundations and

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typically have community facilities such as recreation rooms, swimming pools, and laundry facilities" provided for the exclusive use of residents. Foundations (and associated utilities) in mobile home parks are generally provided on a 'for lease' basis to residents who own the actual mobile home with the mobile home being temporarily located on the foundation for the duration of the lease. For the purpose of the TUMF, *mobile homes to be located in mobile home parks* meeting this description *will be considered as multi-family dwelling units* with the fee obligation for newly developed units to be determined accordingly. *Mobile homes to be located on individual lots will be considered single-family dwelling units* with the fee obligation remaining unchanged from that previously prescribed in the Nexus Study and subsequently adopted local ordinances.

For the exclusive purpose of assessing the TUMF on newly developed mobile home parks or expansions of existing mobile home parks that result in an increase in the number of mobile home sites provided within the mobile home park, notice of the fee obligation will be provided to the mobile home park developer at the time of issuance of the 'Mobile Home Park Permit' or equivalent building permit for the installation of site infrastructure including, but not limited to, permanent foundations, and electrical, water and sewer receptacles. The TUMF will be required to be paid in full by the mobile home park developer at the time of final inspection by the appropriate local jurisdiction to authorize utilization of the site for lease to a mobile home owner (which is considered the equivalent to the issuance of a certificate of occupancy).

Mobile home parks sites that have received final inspection prior to the enactment of the respective local jurisdictions TUMF Ordinance are considered to be pre-existing. There is no TUMF fee obligation for pre-existing mobile home park sites.

Community facilities such as recreation rooms, swimming pools, and laundry facilities are considered to be ancillary to the primary multi-family residential land use of mobile home parks. The development or expansion of these types of ancillary community facilities would not require payment of TUMF fees. However, the development of non-residential retail, service or industrial facilities (including, but not limited to, convenience markets, management offices and sales offices) in conjunction with a mobile home park would be considered as separate land uses and would require payment of the TUMF fee in accordance with Section 6.2 of the Nexus Study and the provisions of the respective local TUMF Ordinance.

4.2. Transit-Oriented Development

4.2.1. Summary

As described in the California Mitigation Fee Act, a transit-oriented development (TOD) is "a development project consisting of residential use or mixed use where not less than 50 percent of the floorspace is for residential use…if located within ½ mile of a transit station and with direct walking access to the station, within ½ mile of convenience retail uses including a store that sells food, and with a maximum number of parking spaces as required by state statute or local ordinance."

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For the purpose of calculating the TUMF obligation, a factor reflecting the reduction in automobile trip generation associated with residential TOD will be applied to the standard residential TUMF obligation.

The residential TOD TUMF obligation is calculated by multiplying the standard residential TUMF obligation (either single family or multi-family, as appropriate) by the automobile trip reduction factor. The methodology outlined in **Worksheet A.1.2** and described as follows will be applied to determine the TOD TUMF obligations.

1. Complete the TOD qualification checklist and prepare TOD documentation.
2. Determine the standard TUMF obligation for eligible residential TOD land uses using **Worksheet A.1.1**.
3. Multiply the result for Step 2 by 0.885.

Documentation will be submitted with the development application as the basis for determining the eligibility of the residential land use as a TOD. Documentation will include a site plan indicating that at least 50% of the floorspace of the development is dedicated to residential use and the required number of parking spaces associated with the subject development. Documentation will also include a map showing the location of the subject development circled with a ½ mile radius, as well as the location of a transit station(s), the location of diverse uses and direct walking routes of ½ mile or less between the subject development and the listed uses to justify that the development satisfies the characteristics of TOD.

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4.2.2. Detailed Narrative

The California Mitigation Fee Act requires that impact fees for residential development that satisfy certain characteristics of transit-oriented development (TOD) "be set at a rate that reflects a lower rate of automobile trip generation associated with such housing developments in comparison with housing developments without these characteristics."

Section 66005.1 of the California Government Code (Mitigation Fee Act) states the following with regard to Transit-Oriented Development and impact fees:

"*(a) When a local agency imposes a fee on a housing development pursuant to Section 66001 for the purpose of mitigating vehicular traffic impacts, if that housing development satisfies all of the following characteristics, the fee, or the portion thereof relating to vehicular traffic impacts, shall be set at a rate that reflects a lower rate of automobile trip generation associated with such housing developments in comparison with housing developments without these characteristics, unless the local agency adopts findings after a public hearing establishing that the housing development, even with these characteristics, would not generate fewer automobile trips than a housing development without those characteristics:*

> *(1) The housing development is located within one-half mile of a transit station and there is direct access between the housing development and the transit station along a barrier-free walkable pathway not exceeding one-half mile in length.*

(2) Convenience retail uses, including a store that sells food, are located within one-half mile of the housing development.

(3) The housing development provides either the minimum number of parking spaces required by the local ordinance, or no more than one onsite parking space for zero to two bedroom units, and two onsite parking spaces for three or more bedroom units, whichever is less.

(b) If a housing development does not satisfy the characteristics in subdivision (a), the local agency may charge a fee that is proportional to the estimated rate of automobile trip generation associated with the housing development.

(c) As used in this section, "housing development" means a development project with common ownership and financing consisting of residential use or mixed use where not less than 50 percent of the floorspace is for residential use.

(d) For the purposes of this section, "transit station" has the meaning set forth in paragraph (4) of subdivision (b) of Section 65460.1. "Transit station" includes planned transit stations otherwise meeting this definition whose construction is programmed to be completed prior to the scheduled completion and occupancy of the housing development.

With regard to the definition of transit station, Section 65460.1 of the California Government Code (Transit Village Development Plan Act) states that *the following definitions shall apply:*

(1)"Bus hub" means an intersection of three or more bus routes, with a minimum route headway of 10 minutes during peak hours.
(2)"Bus transfer station" means an arrival, departure, or transfer point for the area's intercity, intraregional, or interregional bus service having permanent investment in multiple bus docking facilities, ticketing services, and passenger shelters.
[...]
(5)"Transit station" means a rail or light-rail station, ferry terminal, bus hub, or bus transfer station."

Research regarding the relationship between automobile trips and TOD is summarized in Table 4.1. Table 4.1 indicates the lower automobile trip generation rates that have been determined to be associated with TOD compared to conventional developments.

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Table 4.1 – Examples of Automobile Trip Reduction Rates	
Situation	***Automobile Trip Reduction Rate***
Housing development within 2,000 ft of a light-rail or commuter rail station [1]	9%
Housing development in settings with intensive transit services [2]	15%
Housing or business TOD [3]	2 - 16%
TOD housing in California [3]	15%
Average trip reduction rate (if the case study indicates a range the average rate was used)	**11.5%**

Sources
1: Santa Clara County Congestion Management Agency
2: California Air Resource Board study; Parker et al.; 2002
3: Effects of TOD on housing, parking, and travel; R. Cervero et al.; TCRP report 128; 2008

The California Air Resources Board, which estimates the air quality impacts of new developments, calls for up to a 15 percent reduction in trip rates for housing in settings with intensive transit services. The Santa Clara County California's Congestion Management Agency recommends a 9 percent trip reduction in estimated trip generation levels when setting impact fees for new housing developments within 2,000 feet of a light-rail or commuter-rail station. Studies also found that mode shifts and automobile trip reductions are more noticeable in areas where transit use is already high.

Those studies also found wide variations between automobile trip reduction rates from development to development, depending on several factors such as housing density, proximity to downtown, or intensity of transit service. For instance, a 2003 California TOD travel characteristics study found that commute shares of residents living within ½ mile of a transit station strongly differ from the shares of those living outside the station-area. The statewide weighted average difference in transit shares compared against the surrounding ½ mile to 3 miles was nearly 27 percent inside the ½ mile radius and 7 percent outside.

Based on case studies and considering the relatively low housing density in Western Riverside County, as well as the intensity of transit service, an average automobile trip reduction rate of 11.5% will be used to calculate the TUMF obligation for TODs as described in the California Mitigation Fee Act.

The U.S. Green Building Council (USGBC), the Congress for the New Urbanism (CNU), and the Natural Resources Defense Council (NRDC) have developed a national standard for assessing and rewarding environmentally superior neighborhood development practices within the framework of the Leadership in Environmental and Energy Design (LEED®) Green Building Rating System ™. As stated in *LEED 2009 for Neighborhood Development Rating System* (USGBC, April 2012), LEED for Neighborhood Development "places emphasis on the site selection, design, and construction elements that bring buildings and infrastructure together into a neighborhood and relate the neighborhood to its landscape as well as its local and regional context. LEED for Neighborhood Development creates a label, as well as guidelines for both decision

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making and development, to provide an incentive for better location, design, and construction of new residential, commercial, and mixed-use developments."

LEED Neighborhood Development (LEED ND) Certification utilizes three environmental categories: Smart Location and Linkage, Neighborhood Pattern and Design, and Green Infrastructure and Buildings. The Smart Location and Linkage (SLL) is consistent with the principles of TOD having the intent described as follows:

- "To encourage development within and near existing communities and public transit infrastructure.
- To encourage improvement and redevelopment of existing cities, suburbs, and towns while limiting the expansion of the development footprint in the region to appropriate circumstances.
- To reduce vehicle trips and vehicle miles traveled (VMT).
- To reduce the incidence of obesity, heart disease, and hypertension by encouraging daily physical activity associated with walking and bicycling."

In order to achieve LEED ND certification, a prerequisite is meeting the requirements of SLL. A requirement of SLL directly applicable to TOD and mixed use is locating a "project near existing neighborhood shops, uses, and facilities collectively referred to as "diverse uses" such that the ... project's geographic center is within 1/2-mile walk distance of at least seven diverse uses." This SLL requirement and LEED ND prerequisite provides an appropriate measure for determining a development meets national standards for mixed use in the context of TOD. Although the California Mitigation Fee Act specifically cites the requirement to be located in proximity to Convenience Retail uses, the LEED ND SLL diverse uses requirement will be utilized by WRCOG as the basis for determining that a development application meets the mixed use requirements of a TOD to adequately reduce trip generation rates.

Documentation of TOD that must be submitted with the development application as the basis for determining the TUMF fee obligation consists of the following:

1. Site Plan including a table or narrative detailing that not less than 50% of the total floorspace of the planned development is dedicated for residential use, and indicating the number of parking spaces associated with the subject development does not exceed the minimum number of parking spaces required by the local ordinance, or no more than one onsite parking space for zero to two bedroom units, and two onsite parking spaces for three or more bedroom units, whichever is less.

2. Location Map showing the location of the subject development circled with a ½ mile radius, as well as the location of a transit station(s), the location of diverse uses and direct walking routes of ½ mile or less between the subject development and the listed uses. The map must also indicate the pedestrian connectivity from the development to a transit station and the other diverse use locations along a barrier-free walkable pathway not exceeding ½ mile.

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At least seven diverse uses from the list in Table 4.2 must be identified within a ½ mile walking distance of the development to qualify a TOD. The qualifying diverse uses must include at least one Food Retail establishment and at least one use from each of two other categories. A single establishment may be counted as having more than one diverse use when separate and distinct uses within the establishment fall within different categories. For example, a supermarket (Food Retail category) may also include a pharmacy (Community-Serving Retail category) and a bank (Services category) providing a total of three diverse uses in a single establishment.

Table 4.2 – List of Diverse Uses[1]

Category	Use
Food Retail	Supermarket
	Other food store with produce
Community-Serving Retail	Clothing store or department store selling clothes
	Convenience store
	Farmer's market
	Hardware store
	Pharmacy
	Other retail
Services	Bank
	Gym, health club, exercise studio
	Hair care
	Laundry, dry cleaner
	Restaurant, café, diner (excluding establishments with only drive-throughs)
Civic and Community Facilities	Adult or senior care (licensed)
	Child care (licensed)
	Community or recreation center
	Cultural arts facility (museum, performing arts)
	Educational facility (including K–12 school, university, adult education center, vocational school, community college)
	Family entertainment venue (theater, sports)
	Government office that serves public on-site
	Place of worship
	Medical clinic or office that treats patients
	Police or fire station
	Post office
	Public library
	Public park
	Social services center

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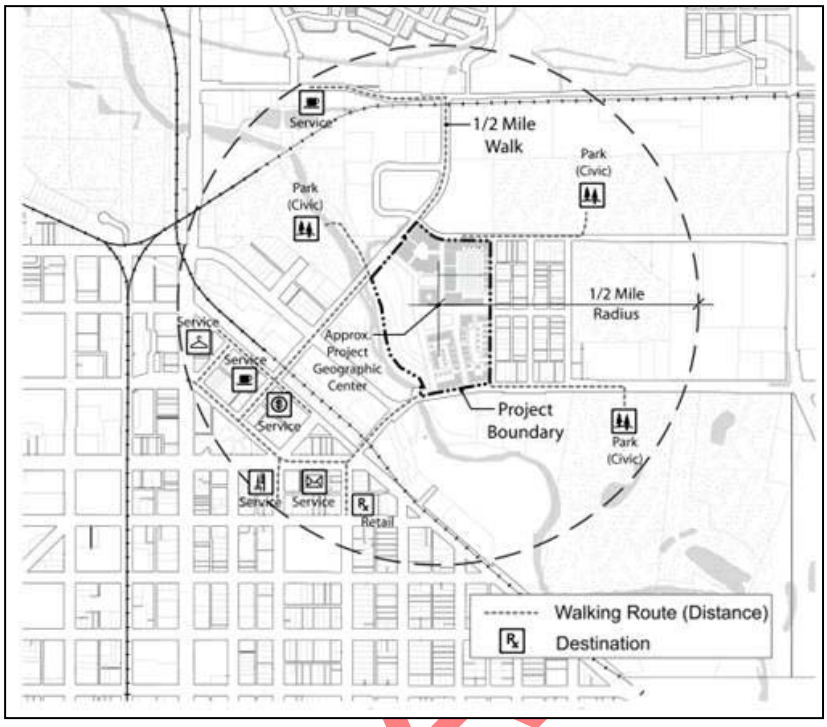
Figure 4.1 depicts a sample map of how the Walkability Assessment and Map of Diverse Uses may be presented to meet the requirements.

[1] Adapted from LEED 2009 for Neighborhood Development Rating System, updated April 2012, USGBC

Figure 4.1 – Walkability Assessment and Map of Diverse Uses within ½ mile of Development



The TUMF residential use obligation for a TOD is 88.5% of the standard residential use obligation for a similar development. This rate will be evaluated and updated in conjunction with the regular updates of the TUMF Nexus Study to respond to changes in housing density and transit service in Western Riverside County.

4.3. Active Senior Living

4.3.1. Summary

Senior adult housing (also commonly referred to as "active senior living") is generally defined in the Trip Generation 9th Edition (Institute of Traffic Engineers, 2012) as detached and/or detached housing units in independent living developments, including retirement communities, age-restricted housing and active adult communities, that may include amenities such as golf courses, swimming pools, 24-hour security, transportation, and common recreational facilities, but generally lack centralized dining and on-site health facilities. Residents in active senior living communities live independently and are typically active (requiring little to no medical supervision), which differs from congregate care facilities (including senior assisted living facilities) and nursing homes that are specific types of group quarters (as described in **Section 5.3**) whose primary function is to provide care for elderly persons or other persons who are unable to adequately care for themselves.

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Both detached and attached senior adult housing are typically built in higher density sole purpose developments with age restrictions or limitations on residents. As such, active senior living housing units typically demonstrate trip generation rates significantly below those of standard single-family and multi-family residential unit developments. Furthermore, according to Trip Generation 9th Edition, the trip generation rates for detached and attached dwelling units in active senior housing units are very similar, and more closely reflect the trip generation rates of multi-family dwelling units. For this reason, all dwelling units in eligible active senior living developments (both detached and attached) regardless of density are considered multi-family dwelling units for the purpose of calculating the applicable TUMF obligation.

For the purpose of determining the TUMF obligation, all dwelling units in eligible active senior living developments (both detached and attached) regardless of density will be considered multi-family dwelling units. The methodology outlined in **Worksheet A.1.3** and described as follows will be applied to determine the equivalent number of multi-family dwelling units for all types of active senior living dwelling units.

4. Complete the active senior living qualification checklist and provide the required supporting documentation pursuant to Cal. Civ. Code § 51.11 and Cal. Bus. & Prof. Code § 11010.05 [2016].
5. Multiply the total number of eligible active senior living dwelling units (both detached and attached) by 0.53 to determine the equivalent number of multi-family dwelling units
   (*i.e. for the example facility it is 413 x 0.53 = 218.9 equivalent multi-family dwelling units*)
6. Use the resultant value as the number of multi-family dwelling units to calculate the TUMF obligation using **Worksheet A.1.1** for standard residential fee calculations.

4.3.2. Detailed Narrative

Trip Generation 9th Edition (Institute of Traffic Engineers, 2012) includes two separate definitions for senior adult housing (commonly referred to as "active senior living"). Detached senior adult housing is defined as "detached independent living developments, including retirement communities, age-restricted housing and active adult communities. These developments may include amenities such as golf courses, swimming pools 24-hour security, transportation, and common recreational facilities. However, they generally lack centralized dining and on-site health facilities. Detached senior communities may or may not be gated." Attached senior adult housing is similar to detached senior housing, "except they contain apartment-like residential units. Attached senior adult housing may include limited social and recreational services, but typically lacks centralized dining or medical facilities." In both types of active senior living dwelling units, residents "live independently and are typically active (requiring little to no medical supervision)", which differs from congregate care facilities (including senior assisted living facilities) and nursing homes that are specific types of group quarters (as described in **Section 5.3**) whose primary function is to provide care for elderly persons or other persons who are unable to adequately care for themselves.

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Both detached and attached senior adult housing are typically built in higher density sole purpose developments with age restrictions or limitations on residents. As shown in **Table 4.3**, active senior living housing units typically demonstrate trip generation rates significantly below those of standard single-family and multi-family residential unit developments. Furthermore, according to Trip Generation 9th Edition, the trip generation rates for detached and attached dwelling units in active senior housing units are very similar, and more closely reflect the trip generation rates of multi-family dwelling units. For this reason, all dwelling units in eligible active senior living developments (both detached and attached) regardless of density are considered multi-family dwelling units for the purpose of calculating the applicable TUMF obligation.

Section 51.11 of the California Civil Code (Cal. Civ. Code § 51.11) defines a senior citizen housing development specifically in Riverside County as "a residential development developed with more than 20 units as a senior community by its developer and zoned as a senior community by a local governmental entity, or characterized as a senior community in its governing documents." Additionally, Section 11010.05 of the 2016 California Business and Professions Code (Cal. Bus. & Prof. Code § 11010.05 [2016]) elaborates that any "person who proposes to create a senior citizen housing development, as defined in Section 51.3 or 51.11 of the Civil Code, shall include in the application for a public report a complete statement of the restrictions on occupancy that are to be applicable in the development. Any public report issued for a senior housing development shall also include a complete statement of the restrictions on occupancy to be applicable in the development." To demonstrate a development qualifies as active senior living for the purposes of determining the TUMF obligation, applicants will be required to provide copies of local government zoning and/or governing documents, and the public report statement developed pursuant to Cal. Civ. Code § 51.11 and Cal. Bus. & Prof. Code § 11010.05 [2016], respectively.

In accordance with Section 6.1 and Appendix B of the Transportation Uniform Mitigation Fee Nexus Study 2016 Update Final Report (Western Riverside Council of Governments, As Adopted July 10, 2017), and as discussed previously, both detached and attached senior adult housing, regardless of density, will be considered to be multi-family dwelling units for the purpose of calculating the applicable TUMF obligation. The TUMF obligation for multi-family (and all residential) land uses is based on the total number of dwelling units associated with the specific development and is calculated using **Worksheet A.1.1** for standard residential fee calculations. However, in the case of active senior living communities, vehicle trips generated to and from the site are typically lower than standard residential uses due to the age of the residents (who are typically retired from full time employment) and the provision of various ancillary recreational and entertainment amenities within the community. For this reason, it is necessary to determine the multi-family dwelling unit equivalency for the purpose of calculating the TUMF obligation.

A review of Trip Generation 9th Edition indicates the weekday average daily vehicle trip generation rate for detached senior adult housing is 3.68 trips per dwelling unit, while the rate for attached senior adult housing is 3.44 trips per dwelling unit (an average of 3.56 daily trips per dwelling unit). By comparison, standard multi-family uses have a

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weekday daily trip generation rate of 6.72 trips per dwelling unit. **Table 4.3** summarizes the various characteristics of senior active living, including trip generation rates, and establishes the equivalent multi-family dwelling units for the purpose of calculating the TUMF obligation for all senior active living dwelling units.

Table 4.3 – Characteristics of Senior Adult Housing in Active Senior Living Developments

Land Use Type (ITE Code)	*Average Number of Dwelling Units*	*Average Daily Vehicle Trips per Dwelling Unit*	*TUMF Weighted Equivalent Multi-family Dwelling Unit**
Senior Adult Housing - Detached (251)	780	3.68	
Senior Adult Housing - Attached (252)	46	3.44	***0.53***
Median All TUMF Multi-Family Use Types		6.72	

Source: Trip Generation 9th Edition, Institute of Traffic Engineers, 2012

Note: * - TUMF weighted equivalent multi-family dwelling units based on relative trip generation per dwelling unit for adult senior living and all TUMF multi-family use types.

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The multi-family dwelling unit equivalency for active senior living dwelling units is based on the comparison of average daily trip generation characteristics for detached and attached senior adult housing as defined in the Trip Generation Manual in terms of trips per dwelling unit, and the median trip generation rate for all TUMF multi-family dwelling unit types. Based on this information, each active senior housing dwelling unit represents the equivalent of 0.53 multi-family dwelling units in terms of the relative trip generation rate.

For the purpose of calculating the TUMF obligation for *all types of qualifying active senior living dwelling units*, the total number of qualifying dwelling units in the development will be multiplied by *0.53* to determine the equivalent number of multi-family dwelling units. The *equivalent multi-family dwelling units will be used for the purpose of calculating the TUMF* at the rate prescribed by the respective local jurisdictions TUMF Ordinance and supported by the TUMF Nexus Study.

Application of this methodology will account for variations in the trip generation rates of senior active living dwelling units and standard multi-family dwelling units. For example, an average active senior living community with 413 detached and/or attached dwelling units would have the equivalent of 218.9 multi-family dwelling units (413 x 0.53).

Community facilities, including, but not limited to, recreation rooms, swimming pools, laundry facilities, security gatehouses, storage rooms, garages and maintenance buildings, that are provided for the sole and exclusive use of community residents (and their permitted guests) are considered to be ancillary to the primary multi-family residential land use of active senior living developments, and through their availability contribute to the lower trip generation rates observed. The development or expansion

of these types of ancillary community facilities would not require separate payment of TUMF fees. However, the development of non-residential retail, service or industrial facilities (including, but not limited to, convenience markets, club houses, management offices and sales offices) that are developed conjunction with an active senior living community but are not limited to the sole and exclusive use of community residents (and their guests) and are available for use by or accessible to the general public would be considered as separate land uses and would require payment of the TUMF fee in accordance with Section 6.2 of the Nexus Study and the provisions of the respective local TUMF Ordinance.

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5.0 DETAILED METHODOLOGY FOR NON-RESIDENTIAL DEFINED USE TYPES

5.1. Fuel Filling Stations (Gasoline/Service Stations)

5.1.1. Summary

For the purpose of calculating the TUMF obligation, all types of fuel filling stations or facilities with fuel filling positions will be considered retail use types (for electric vehicle charging stations see Section 5.10). The methodology outlined in **Worksheet A.2.2** and described as follows will be applied to determine the gross floor area for calculating the TUMF obligation for all types of fuel filling stations or facilities with fuel filling positions (*for the example calculation assume a fuel filling station with 12 fuel filling positions and a building area of 1,250 square feet*). The total number of fuel filling positions is equal to the maximum number of vehicles that could be supplied with fuel at the same time.

1. Multiply the total number of fuel filling positions by 1,403.8 square feet (*i.e. for the example station it is 12 x 1,403.8 = 16,846 square feet*)
2. Determine the total floor area of buildings on the site noting that the canopy area is not included as part of the gross floor area of the buildings on the site (*i.e. for the example station it is 1,250 square feet)*
3. Compare the results for steps 1 and 2, and use the greater of the two values as the gross floor area to calculate the TUMF obligation using **Worksheet A.2.1** for standard non-residential fee calculations. (*i.e. 16,846 > 1,250; for the example station TUMF would be calculated for 16,846 square feet*)

5.1.2. Detailed Narrative

Fuel filling stations (also referred to as gasoline stations or service stations) include all retail land uses where the primary business of the site is the fueling of motor vehicles. Fuel filling stations may also incorporate convenience markets, car washes, facilities for servicing and repairing motor vehicles and "express" fast food services. By contrast, fuel pumps may be provided as an ancillary use to a convenience market where the primary business of the site is the selling of convenience items and not the fueling of motor vehicles. Electric vehicle charging stations are not considered fuel filling stations. See Section 5.10 for the fee calculation methodology related to electric vehicle charging stations.

In accordance with Section 6.2 and Appendix B of the Transportation Uniform Mitigation Fee Nexus Study 2016 Update Final Report (Western Riverside Council of Governments, As Adopted July 10, 2017), fuel filling stations are considered to be retail uses for the purpose of calculating the applicable TUMF obligation for newly developed facilities or expansions of existing facilities. The TUMF for retail (and all non-residential) land uses is based on the gross floor area of buildings associated with the specific land use. However, in the case of fuel filling stations, the canopy area is not included as part of the gross floor area of the buildings on the site as it is considered to be an un-enclosed roofed over area in accordance with the definition for non-residential gross floor area

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provided in **Section 2.2**. Vehicle trips to and from the site are generated primarily by the fuel filling positions (pumps) and in some cases only very limited building gross floor area is associated with the fuel filling station. For this reason, it is necessary to determine the gross floor area equivalency per fueling position for the purpose of calculating the TUMF obligation.

A review of Trip Generation 9th Edition (Institute of Traffic Engineers, 2012) indicates a total of four (4) retail land use types that represent fuel filling stations or retail facilities with fuel filling positions. For three of the four land use types, fuel of motor vehicles represents the primary business of the site. These land use types are designated as "Gasoline/Service Stations" without or with ancillary services. The remaining land use type is designated as "Convenience Market with Gasoline Pumps" where fueling of motor vehicles is considered incidental to the primary business of the site, which is the selling of convenience items.

According to the Trip Generation Manual, Gasoline/Service Stations are characterized by an average of 8 to 12 fueling positions that may be accompanied by ancillary facilities including limited automotive repair facilities, a small convenience market, fast food services and/or car wash. In the case of Gasoline/Service Stations with a Convenience Market, the average gross floor area of buildings is approximately 1,000 square feet. Average daily trip generation per fueling position for all Gasoline/Service Stations ranged from 152.84 to 168.56. The relatively small variation in average daily trips per fueling position between Gasoline/Service Stations either without or with ancillary facilities clearly demonstrates that the primary trip generation factor (and business) of the site is the provision of the fuel filling positions.

By contrast, Convenience Markets with Gasoline Pumps have an average of 4 fuel filling positions and approximately 3,000 square feet of gross floor area. This represents less than ½ of the average number of filling positions at Gasoline/Service Stations, and over twice the average gross floor area of Gasoline/Service Stations with Convenience Market. These characteristics clearly differentiate between Gasoline/Service Stations and Convenience Markets with Gasoline Pumps. This differentiation is also reflected in the average daily trip generation per fueling position which is 542.60 for a Convenience Market with Gasoline Pumps, over three times the generation rate for Gasoline/Service Stations. The difference is a direct product of the additional trips generated by the primary use of the site being the selling of convenience items at the Convenience Market, and not the ancillary sale of fuel for motor vehicles.

Table 5.1 summarizes the various characteristics of fuel filling stations, including trip generation. The table also details the calculation of the gross floor area equivalency per fueling position.

The gross floor area equivalency per fueling position for Gasoline/Service Stations is based on the trip generation characteristic of Gasoline/Service Stations with Convenience Market which is quantified in the Trip Generation Manual in terms of both trips per fuel filling position and thousands of square feet of gross floor area. Based on this information each fuel filling position at a Gasoline/Service Station represents the equivalent of 137.5 square feet of gross floor area. To account for the variation in trip

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generation rates between Gasoline/Service Stations and all TUMF retail land use types, the gross floor area equivalency per fueling position was weighted based on the relative trip generation between Gasoline/Service Stations and the median of all TUMF Retail Uses as used in the TUMF Nexus Study. This weighted equivalency was then reduced by 56.0% to account for pass by trips to ensure consistency with the TUMF Nexus Study Trip Generation Rate Comparison. The weighted gross floor area equivalency per fueling position for Gasoline/Service Stations is 1403.8.

Land Use Type	*Average Fueling Positions*	*Average Gross Floor Area (1000 sqft)*	*Average Daily Vehicle Trips per Fueling Position*	*Average Daily Vehicle Trips per 1,000 sqft*	*Pass By Trips (PM Peak Hour)*	*Equivalent Fueling Positions per 1,000 sqft*	*Equivalent sqft per Fueling Position*	*TUMF Weighted Equivalent sqft per Fueling Position***
Gasoline/Service Station without Convenience Market (944)	8		168.56					
Gasoline/Service Station with Convenience Market (945)*	12	1	162.78	1,184.26	56%	7.28	137.5	***1,403.8***
Gasoline/Service Station with Convenience Market and Car Wash (946)	12		152.84					
Convenience Market with Gasoline Pumps (853)	4	3	542.60	845.60	66%	1.56	641.7	
Median of All TUMF Retail Use Types				51.02	42%			

Source: Trip Generation 9th Edition, Institute of Traffic Engineers, 2012

Note: ** - Average Daily Trips per 1,000 sqft based on interpolation of vehicle trips per fueling position and vehicle trips per 1,000 sqft for AM Peak Hour of Generator and PM Peak Hour of Generator relative to the Average Daily Trips per Fueling Position. The resultant interpolated values derived from the AM Peak Hour and PM Peak Hour, respectively, were then averaged to determine the Average Daily Trips per 1,000 sqft.

*** - TUMF weighted equivalent a square feet based on equivalent square feet per fueling position adjusted to reflect relative trip generation between Gasoline/Service Station and all TUMF Retail Uses, and reduced to account for pass by trips (consistent with TUMF Nexus Study Trip Generation Rate Comparison).

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For the purpose of calculating the TUMF obligation for *all types of fuel filling stations*, the total number of fuel filling positions will be multiplied by *1,403.8* to determine the equivalent number of square feet of floor area, with the total number of fuel filling positions being equal to the maximum number of vehicles that could be supplied with fuel at the same time. The *equivalent floor area will be compared to the actual building gross floor area* for the site (the canopy area is not included as part of the gross floor area of the buildings on the site), and the *greater of the two floor areas will be used for the purpose of calculating the TUMF* at the rate prescribed by the respective local jurisdictions TUMF Ordinance and supported by the TUMF Nexus Study.

Application of this methodology will account for variations in the type of fuel filling station, and in particular the primary business of the site. For example, an average Gasoline/Service Station with Convenience Market (12 filling stations and 1,247 square

feet of gross floor area) would have an equivalent floor area of 16,846 square feet (12 x 1,403.8). A comparison of the equivalent floor area and actual building gross floor area indicates that the equivalent floor area is greater than the actual floor area (16,846 > 1,247) which is consistent with the primary business of the site (fueling of motor vehicles) and therefore would be used as the basis for calculating the TUMF obligation.

5.2. Vehicle Dealerships (New and Used Vehicle Sales)

5.2.1. Summary

For the purpose of determining the TUMF obligation, all vehicle dealerships are considered to be retail use types. TUMF obligation for Vehicle Dealerships will be calculated based on the gross floor area of all buildings associated with the dealership, including all vehicle sales, parts sales, service areas, administrative offices and waiting areas, using **Worksheet A.2.1** for standard non-residential fee calculations.

5.2.2. Detailed Narrative

Vehicle dealerships include all retail land uses where the primary business of the site is the sale of new or used vehicles including but not limited to cars, pick-ups, sport utility vehicles, motorcycles, trucks, boats and recreational vehicles. Vehicle leasing, rental, servicing and parts sales may also be associated with vehicle dealerships.

In accordance with Section 6.2 and Appendix B of the Transportation Uniform Mitigation Fee Nexus Study 2016 Update Final Report (Western Riverside Council of Governments, As Adopted July 10, 2017), all vehicle dealerships are considered to be retail uses for the purpose of calculating the applicable TUMF obligation for newly developed facilities or expansions of existing facilities. The TUMF for retail (and all non-residential) land uses is based on the gross floor area of buildings associated with the specific land use.

A review of Trip Generation 9th Edition (Institute of Traffic Engineers, 2012) indicates consideration of a single classification of Vehicle Dealerships (New Car Sales (841)) for the purpose of determining trip generation rates. For New Car Sales, trip generation rates are provided per employee and per 1000 square feet, with no specific consideration given for outdoor vehicle storage or sales areas.

According to the Trip Generation Manual, New Car Sales are characterized by an average gross building floor area of 34,000 square feet, including facilities for new and used automobile and truck sales and leasing, vehicle services and parts sales. The Trip Generation Manual indicates an average weekday trip generation rate of 32.30 trips per thousand square feet for New Car Sales. The New Car Sales weekday trip generation rate per thousand square feet (and per employee) was included in the range of trip generation rates used to calculate the ITE Average Trip Generation Rate for the purpose of calculating the retail component of the TUMF. The New Car Sales weekday trip generation rate is comparable to the median trip generation rate of 51.02 for all retail uses considered for the calculation of the retail TUMF component.

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The Trip Generation Manual clearly demonstrates that the calculation of Vehicle Sales trip generation rates on the basis of actual gross building area is consistent with the relationship of other retail land use type build floor areas to trip generation rates. Therefore, it is not considered necessary to explicitly consider outdoor storage or sales areas for Vehicle Dealerships in the calculation of trip generation. Furthermore, since the external storage and sales areas are not integral to the trip generation characteristics of a Vehicle Dealership, the calculation of the TUMF obligation for Vehicle Dealerships will be based exclusively on the gross floor area of all buildings associated with the dealership, including all vehicle sales, parts sales, service areas, administrative offices and waiting areas.

5.3. Group Quarters

5.3.1. Summary

Group quarters include, but are not limited to, correctional facilities, nursing homes, mental hospitals, college dormitories, military barracks, group homes, missions and shelters. Group quarters typically provide a group of rooms with shared living quarters for unrelated persons. Occupants of group quarters live and eat together with other persons in the building sharing at a minimum communal kitchen, dining and living facilities.

All group quarters will be considered non-residential service use types. The TUMF obligation for group quarters will be calculated using **Worksheet A.2.1** for standard non-residential fee calculations. The methodology outlined in **Worksheet A.2.3** and described as follows will be applied to determine the gross floor area for those group quarters specifically used only for congregate care (including assisted living) and/or nursing homes.

1. Multiply the total number of beds by 81.1 square feet (*i.e. for 120 beds it is 120 x 81.1 = 9,732 square feet*)
2. Use the resultant value as the gross floor area to calculate the TUMF obligation using **Worksheet A.2.1** for standard non-residential fee calculations.

5.3.2. Detailed Narrative

The U.S. Census Bureau defines a housing unit as "a house, an apartment, a mobile home, a group of rooms, or a single room that is occupied as separate living quarters. Separate living quarters are those in which the occupants live and eat separately from any other persons in the building and which have direct access from the outside of the building or through a common hall. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements."

The U.S. Census Bureau classifies all people not living in housing unit as living in group quarters. Group quarters include both institutional and non-institutional facilities. Institutional group quarters include, but are not limited to, correctional facilities, nursing homes, and mental hospitals. Non-institutional group quarters include, but are not

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limited to, college dormitories, military barracks, group homes, missions and shelters. Group quarters typically provide a group of rooms with shared living quarters for unrelated persons. Occupants of group quarters live and eat together with other persons in the building sharing at a minimum communal kitchen, dining and living facilities.

The issue of classifying group quarters for calculating the TUMF obligation is obscured by the definition of 'residential dwelling units' for the purpose of the TUMF. As indicated in **Section 2.1**, for the purpose of calculating the TUMF obligation, residential dwelling units are defined as a building or portion thereof used by one (1) family and containing one (1) kitchen, which is designed primarily for residential occupancy. Although all group quarters explicitly provide communal kitchen, dining and living facilities shared by the occupants of the building, in some instances individual units within group quarters may include kitchens for the convenience of occupants. This is increasingly common in buildings specifically intended for congregate care and senior assisted living whereby the occupants are provided the option to live and eat within their individual units equipped with a small kitchen. However, despite the inclusion of kitchen facilities in these cases, the principal purpose of the facility remains the provision of living assistance or supervision that inherently includes shared living quarters for unrelated persons and/or the sharing of communal facilities that necessitates occupants living and eating together with other persons in the facility. Accordingly, all group quarters (including those with kitchens in individual units) would not meet the U.S. Census Bureau definition of a residential housing unit and therefore, group quarters will be considered non-residential use types for the purpose of determining the TUMF obligation.

In accordance with Section 6.2 and Appendix B of the Transportation Uniform Mitigation Fee Nexus Study 2016 Update Final Report (Western Riverside Council of Governments, As Adopted July 10, 2017), group quarters are considered to be service use types with the primary use of the facility generally meeting the description of either Hotels, Rooming Houses, Camps and Other Lodging Houses (SIC Major Category 70), Health Services (SIC Major Category 80) or Social Services (SIC Major Category 83). The TUMF obligation for service (and all non-residential) land uses is based on the gross floor area of buildings associated with the specific land use and is calculated using **Worksheet A.2.1** for standard non-residential fee calculations

Congregate Care, Nursing Homes and Assisted Living

Congregate care facilities (including senior assisted living facilities) and nursing homes are specific types of group quarters whose primary function is to provide care for elderly persons or other persons who are unable to adequately care for themselves due to advanced age or health reasons (such as chronic health care or convalescent care facilities). According to the Trip Generation 9th Edition (Institute of Traffic Engineers, 2012) vehicle ownership by residents of these types of facilities is very low and residents do little or no driving due to their mobility limited condition. Traffic generation at these facilities is primarily limited to employees, visitors, and deliveries. By contrast, trip generation at other types of group quarters such as dormitories, barracks, and group homes is higher due to the increased mobility of residents. For this reason, it is

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considered appropriate to review the TUMF calculation methodology specifically for congregate care, nursing home and assisted living facilities.

A review of Trip Generation 9th Edition (Institute of Traffic Engineers, 2012) indicates a relatively consistent daily trip generation rate for congregate care, nursing home and assisted living facilities based on the number of units or beds, respectively. The daily trip generation rate for congregate care facilities is approximately 2.02 trips per unit (bed), while the daily rate for nursing homes is approximately 2.74 trips per bed and the daily rate for assisted living facilities is 2.66 trips per bed. The relatively small variation in average daily trips between congregate care units, nursing home beds and assisted living beds is indicative of congregate care units (or rooms) typically being intended for occupancy by one individual or related couple. For this reason, the number of units or rooms at a congregate care facility is considered to equate to the number of beds for the purpose of assessing trip generation characteristics in the context of determining TUMF obligation. A nursing home or assisted living facility may include multiple unrelated occupants that share a room or unit therefore making trip generation per bed an appropriate measure.

Table 5.2 summarizes the various characteristics of congregate care facilities and nursing homes, including trip generation. The table also details the calculation of the gross floor area equivalency per bed.

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Table 5.2 – Characteristics of Congregate Care Facilities and Nursing Homes

Land Use Type (ITE Code)	*Average Number of Beds*	*Average Gross Floor Area (sqft)*	*Average Daily Vehicle Trips per Bed*	*Average Daily Vehicle Trips per 1,000 sqft*	*Equivalent Beds per 1,000 sqft*	*Equivalent sqft per Bed*	*TUMF Weighted Equivalent sqft per Bed***
Congregate Care Facility (253)*	194		2.02				
*Nursing Home** (620)*	119	63,000	2.74	7.60	2.77	360.5	***81.1***
Assisted Living (254)	121		2.66				
Median All TUMF Service Use Types				33.79			

Source: Trip Generation 9th Edition, Institute of Traffic Engineers, 2012

Note: * - For Congregate Care Facilities, the number of units is considered to be equal to the number of beds.

** - TUMF weighted equivalent a square feet based on equivalent square feet per bed adjusted to reflect relative trip generation between Congregate Care/Nursing Home and all TUMF Service Uses (consistent with TUMF Nexus Study Trip Generation Rate Comparison).

The gross floor area equivalency per bed for Congregate Care Facilities, Nursing Homes and Assisted Living Facilities is based on the trip generation characteristic of Nursing Homes, which is quantified in the Trip Generation Manual in terms of both trips per bed and thousands of square feet of gross floor area. Based on this information, each bed at a Nursing Home represents the equivalent of 360.5 square feet of gross floor area. To

account for the variation in trip generation rates between Congregate Care Facilities and Nursing Homes, and all TUMF service land use types, the gross floor area equivalency per bed was weighted based on the relative trip generation between Nursing Homes and the median of all TUMF Service Uses as used in the TUMF Nexus Study. The weighted gross floor area equivalency per bed for Congregate Care Facilities (including Assisted Living Facilities) and Nursing Homes is 81.1.

For the purpose of calculating the TUMF obligation for *all types of congregate care facilities and nursing homes*, the total number of beds will be multiplied by *81.1* to determine the equivalent number of square feet of floor area. The *equivalent floor area will be used for the purpose of calculating the TUMF* at the rate prescribed by the respective local jurisdictions TUMF Ordinance and supported by the TUMF Nexus Study. Application of this methodology will account for the considerably lower trip generation rates observed at congregate care facilities and nursing homes, since residents do little or no driving due to their advanced age and/or medical condition.

5.4. Mini-Warehouses and Rental Storage

5.4.1. Summary

For the purpose of determining the TUMF obligation, all types of mini-warehouses or facilities providing rental storage (including outdoor rental storage areas) will be considered industrial use types. The methodology outlined in **Worksheet A.2.4** and described as follows will be applied to determine the gross floor area for all types of mini-warehouses rental storage facilities.

1. Multiply the total site area in acres by 6,647.3 square feet
   (*i.e. for the example facility it is 3.3 x 6,647.3 = 21,936 square feet*)
2. Use the resultant value as the gross floor area to calculate the TUMF obligation using **Worksheet A.2.1** for standard non-residential fee calculations.

For the purpose of determining the TUMF obligation, a residence that is located entirely within a mini-warehouse or rental storage site and is used exclusively by an on-site caretaker and his/her immediate family is considered to be integral to the primary industrial use of the site and therefore is not subject to any additional TUMF obligation over the amount calculated in accordance with the methodology outlined above.

5.4.2. Detailed Narrative

Mini-warehouses and rental storage facilities include all land uses where the primary business of the site is the rental of units, vaults or spaces to the general public for the storage of goods. While mini-warehouses are typically enclosed buildings, rental storage facilities can include outdoor unenclosed and uncovered areas for the storage of items such as recreational vehicles, boats, trailers and construction equipment. Rental units or spaces are generally delineated and/or physically separated from other units or spaces, and access is typically provided to the site through a common controlled access point. A residential dwelling is sometimes located within a mini-warehouse or rental storage site for use exclusively by an on-site caretaker.

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In accordance with Section 6.2 and Appendix B of the Transportation Uniform Mitigation Fee Nexus Study 2016 Update Final Report (Western Riverside Council of Governments, As Adopted July 10, 2017), mini-warehouses and rental storage facilities are considered to be industrial use types with the primary use of the facility generally meeting the description of Motor Freight Transportation and Warehousing (SIC Major Category 42). The TUMF obligation for industrial (and all non-residential) land uses is based on the gross floor area of buildings associated with the specific land use and is calculated using **Worksheet A.2.1** for standard non-residential fee calculations. However, in the case of mini-warehouses and rental storage facilities, vehicle trips to and from the site is generated primarily by the availability of storage areas and in some cases only very limited building floor area is associated with the storage facility. For this reason, it is necessary to determine the gross floor area equivalency per acre of the site area for the purpose of calculating the TUMF obligation.

A review of Trip Generation 9th Edition (Institute of Traffic Engineers, 2012) indicates the daily trip generation rate for mini-warehouses is approximately 35.43 trips per acre of site area, and is approximately 2.50 trips per thousand square feet of building area. **Table 5.3** summarizes the various characteristics of mini-warehouses, including trip generation, and establishes the equivalent square feet per acre for the purpose of calculating the TUMF obligation for all rental storage facilities including those with very limited building floor area associated with the storage facility.

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Table 5.3 – Characteristics of Mini-Warehouses

Land Use Type (ITE Code)	*Average Site Area (acres)*	*Average Gross Floor Area (sqft)*	*Average Daily Vehicle Trips per Acre*	*Average Daily Vehicle Trips per 1,000 sqft*	*Equivalent Acres per 1,000 sqft*	*Equivalent sqft per Acre*	*TUMF Weighted Equivalent sqft per Acre**
Mini-Warehouse (151)	4	56	35.43	2.50	0.07	14,172	***6,647.3***
Median of All TUMF Industrial Use Types				5.33			

Source: Trip Generation 9th Edition, Institute of Traffic Engineers, 2012

Note: * - TUMF weighted equivalent square feet based on equivalent square feet per acre adjusted to reflect relative trip generation per 1000 sqft between Mini-Warehouse and all TUMF Industrial Uses (consistent with TUMF Nexus Study Trip Generation Rate Comparison).

The gross floor area equivalency per acre of site for Mini-Warehouses and Rental Storage Facilities is based on the trip generation characteristic of Mini-Warehouse, which is quantified in the Trip Generation Manual in terms of both trips per acre and trips per thousand square feet of gross floor area. Based on this information, each acre of Mini-Warehouse represents the equivalent of 14,172 square feet of gross floor area. To account for the variation in trip generation rates between Mini-Warehouses and Rental Storage Facilities, and all TUMF industrial land use types, the gross floor area equivalency per acre was weighted based on the relative trip generation between Mini-Warehouses and the median of all TUMF Industrial Uses as used in the TUMF Nexus

Study. The weighted gross floor area equivalency per acre for Mini-Warehouses and Rental Storage Facilities (including outdoor rental storage areas) is 6,647.3.

For the purpose of calculating the TUMF obligation for *all types of Mini-Warehouses and Rental Storage Facilities*, the total area of the site in acres will be multiplied by *6,647.3* to determine the equivalent number of square feet of floor area. The *equivalent floor area will be used for the purpose of calculating the TUMF* at the rate prescribed by the respective local jurisdictions TUMF Ordinance and supported by the TUMF Nexus Study.

In some instances, mini-warehouse and rental storage facilities include a residence exclusively for use by an on-site caretaker. For the purpose of determining the TUMF obligation, a residence that is located entirely within a mini-warehouse or rental storage site and is used exclusively by an on-site caretaker and his/her immediate family is considered to be integral to the primary industrial use of the site. Due to the integral nature of a caretaker's residence to the mini-warehouse or rental storage use of the site, a caretaker's residence is not subject to any additional TUMF obligation over the amount calculated in accordance with the methodology outlined in this section.

5.5. Golf Courses

5.5.1. Summary

For the purpose of calculating the TUMF obligation, all public and private golf courses are considered to be service use types. The methodology outlined in **Worksheet A.2.5** and described as follows will be applied to determine the gross floor area for the purpose of calculating the fee obligation for all public and private golf courses (*for the example calculation assume a golf course with 18 holes and including buildings covering an area of 15,000 square feet*).

1. Multiply the total number of holes by 1,057.7 square feet
   (*i.e. for the example golf course it is 18 x 1,057.7 = 19,039 square feet*)
2. Determine the total floor area of buildings on the site
   (*i.e. for the example station it is 15,000 square feet)*
3. Compare the results for steps 1 and 2, and use the greater of the two values as the gross floor area to calculate the TUMF obligation using **Worksheet A.2.1** for standard non-residential fee calculations. (*i.e. 19,039 > 15,000; for the example golf course TUMF would be calculated for 19,039 square feet)*

5.5.2. Detailed Narrative

Golf courses are recreational facilities intended specifically for the playing of golf, typically over a 9-, 18-, 27- or 36-hole landscaped course. The use of golf courses can be open to the general public or limited only to members of private country clubs or cooperative owner associations. Some sites may also include additional facilities such as driving ranges, and recreational club houses offering services such as locker rooms, pro shops, lounges, meeting rooms, banquet facilities and management offices.

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In accordance with Section 6.2 and Appendix B of the Transportation Uniform Mitigation Fee Nexus Study 2016 Update Final Report (Western Riverside Council of Governments, As Adopted July 10, 2017), golf courses are considered to be service use types with the primary use of the facility generally meeting the description of Amusement and Recreational Services (SIC Major Category 79). The TUMF obligation for service (and all non-residential) land uses is based on the gross floor area of buildings associated with the specific land use and is calculated using **Worksheet A.2.1** for standard non-residential fee calculations. While the trip making characteristics of golf courses may be readily captured based on the gross floor area of sites including larger club house facilities, in the case of sites with very limited building floor area, vehicle trips to and from the facility will be generated primarily by the actual playing course. For this reason, it is necessary to determine the gross floor area equivalency per hole on the playing course for the purpose of calculating the TUMF obligation where limited building floor area accompanies the golf course.

A review of Trip Generation 9th Edition (Institute of Traffic Engineers, 2012) indicates the daily trip generation rate for golf courses is approximately 35.74 trips per hole, and is approximately 20.52 trips per employee. **Table 5.4** summarizes the various characteristics of golf courses, including trip generation, and establishes the equivalent square feet per hole for the purpose of calculating the TUMF obligation for golf courses.

Table 5.4 – Characteristics of Golf Courses

Land Use Type (ITE Code)	*Average Number of Holes*	*Average Employees*	*Average Daily Vehicle Trips per Hole*	*Average Daily Vehicle Trips per Employee*	*Average Daily Vehicle Trips per 1,000 sqft*	*Equivalent Holes per 1,000 sqft*	*Equivalent sqft per Hole*	*TUMF Weighted Equivalent sqft Hole***
Golf Courses (430)*	20	38	35.74	20.52	53.56	1.50	667.3	***1,057.7***
Median of All TUMF Service Use Types					33.79			

Source: Trip Generation 9th Edition, Institute of Traffic Engineers, 2012

Note: * - Average Daily Trips per 1,000 sqft based on average daily vehicle trips per employee multiplied by the employee conversion factor per 1,000 sqft for all TUMF Service Uses (consistent with TUMF Nexus Study Trip Generation Rate Comparison).
** - TUMF weighted equivalent square feet based on equivalent square feet per hole adjusted to reflect relative trip generation per 1,000 sqft between Golf Course and all TUMF Service Uses (consistent with TUMF Nexus Study Trip Generation Rate Comparison).

The gross floor area equivalency per hole for Golf Courses is based on the trip generation characteristic of Golf Courses, which is quantified in the Trip Generation Manual in terms of trips per hole, trips per acre and trips per employee. For the purpose of calculating TUMF obligation, non-residential fees are determined using gross floor area in square feet. By applying the employee trip conversion factor of 2.61 employees per thousand square feet of service use area (consistent with the TUMF Nexus Study Employment Conversion Factors described in Appendix J), the average daily trips per employee can be defined in terms of the equivalent impact in average daily trips per thousand square feet of service use area. Based on this information, each hole on the playing course is considered to represent the equivalent of 667.3 square feet of gross

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floor area. To account for the variation in trip generation rates between Golf Courses, and all TUMF service land use types, the gross floor area equivalency per hole was weighted based on the relative trip generation between Golf Courses and the median of all TUMF Service Uses as used in the TUMF Nexus Study. The weighted gross floor area equivalency per hole for Golf Courses is 1,057.7.

For the purpose of calculating the TUMF obligation for *golf courses*, the total number of holes on the playing course will be multiplied by *1,057.7* to determine the equivalent number of square feet of floor area. The *equivalent floor area will be compared to the actual building gross floor area* for the site, and the *greater of the two floor areas will be used for the purpose of calculating the TUMF* at the rate prescribed by the respective local jurisdictions TUMF Ordinance and supported by the TUMF Nexus Study.

Application of this methodology will account for variations in the size and scale of club house facilities that affect the nature of the primary business of the site. For example, an average golf course (with 18 holes) that includes 15,000 square feet of gross floor area in club house facilities would have an equivalent floor area of 19,039 square feet (18 x 1,057.7). A comparison of the equivalent floor area and actual building gross floor area indicates that the equivalent floor area is greater than the actual floor area (19,039 > 15,000) which is consistent with the primary business of the site being the actual playing course and therefore would be used as the basis for calculating the TUMF obligation. Conversely, an average golf course with 30,000 square feet of gross floor area in club house facilities would have an equivalent floor area of 19,039 square feet (18 x 1,057.7). A comparison of the equivalent floor area and actual building gross floor area indicates that the actual floor area is greater than the equivalent floor area (30,000 > 19,039) which is consistent with the increased size and scope of the clubhouse affecting the primary business of the site (the use of the recreational club house service facilities) and therefore would be used as the basis for calculating the TUMF obligation.

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5.6. Wholesale Nurseries

5.6.1. Summary

For the purpose of determining the TUMF obligation, all wholesale nurseries will be considered industrial use types. The methodology outlined in **Worksheet A.2.6** and described as follows will be applied to determine the gross floor area for all wholesale nurseries *(for the example calculation assume a wholesale nursery with a total site area of 24.2 acres and including buildings with a gross floor area of 2,750 square feet)*.

1. Multiply the total site area in acres by 488.9 square feet
   (*i.e. for the example facility it is 24.2 x 488.9 = 11,831 square feet*)
2. Determine the total floor area of buildings on the site
   (*i.e. for the example facility it is 2,750 square feet)*
3. Compare the results for steps 1 and 2, and use the greater of the two values as the gross floor area to calculate the TUMF obligation using **Worksheet A.2.1** for standard non-residential fee calculations. (*i.e. 11,831 > 2,750; for the example wholesale nursery TUMF would be calculated for 11,831 square feet*)

5.6.2. Detailed Narrative

Wholesale Nursery facilities include all land uses where the primary business of the site is the sale of landscape supplies, plants and other farm products to contractors and suppliers. According to the U.S. Census Bureau, the definition for a wholesale nursery is "establishments primarily engaged in the wholesale distribution of flowers, nursery stock, and florists' supplies". Wholesale nurseries typically incorporate a combination of free-standing buildings and expansive open areas of planting and landscape stock. Most facilities include limited office, storage and shipping facilities.

In accordance with Section 6.2 and Appendix B of the Transportation Uniform Mitigation Fee Nexus Study 2016 Update Final Report (Western Riverside Council of Governments, As Adopted July 10, 2017), wholesale nursery facilities are considered to be industrial use types with the primary use of the facility generally meeting the description of Wholesale Trade – Non-durable Goods (SIC Major Category 51). SIC category code 5193 specifically captures this land use type as "Flowers, Nursery Stock, and Florists' Supplies (merchant wholesalers except those selling nursery stock via retail method)". The TUMF obligation for industrial (and all non-residential) land uses is based on the gross floor area of buildings associated with the specific land use and is calculated using **Worksheet A.2.1** for standard non-residential fee calculations. However, in the case of wholesale nursery facilities, vehicle trips to and from the site are generated primarily by the availability of open land used for production, storage and display of plants and other landscape materials. For this reason, it is necessary to determine the gross floor area equivalency per acre of the site area for the purpose of calculating the TUMF obligation.

A review of Trip Generation 9th Edition (Institute of Traffic Engineers, 2012) indicates the daily trip generation rate for wholesale nurseries is approximately 2.61 trips per acre of site area, and is approximately 25.14 trips per thousand square feet of building area. **Table 5.5** summarizes the various characteristics of wholesale nurseries, including trip generation, and establishes the equivalent square feet per acre for the purpose of calculating the TUMF obligation for all wholesale nursery facilities, which is typically associated with having very limited building floor area.

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Table 5.5 – Characteristics of Wholesale Nurseries							
Land Use Type (ITE Code)	*Average Site Area (acres)*	*Average Gross Floor Area (sqft)*	*Average Daily Vehicle Trips per Acre**	*Average Daily Vehicle Trips per 1,000 sqft **	*Equivalent Acres per 1,000 sqft*	*Equivalent sqft per Acre*	*TUMF Weighted Equivalent sqft per Acre****
Wholesale Nursery (818)	24.2	2,750	2.61	25.14	9.65	104	***488.9***
Median of All TUMF Industrial Use Types				5.33			

Source: Trip Generation 9th Edition, Institute of Traffic Engineers, 2012

Note: * - Average Daily Trips per acre based on interpolation of Average Weekend Peak Hour and Daily Trips per acre to the Weekday Peak Hour Trips per acre
** - Average Daily Trips per 1,000 sqft based on interpolation of Average Weekend Peak Hour and Daily Trips per 1,000 sqft to the Weekday Peak Hour Trips per 1000 sqft
*** - TUMF weighted equivalent square feet based on equivalent square feet per acre adjusted to reflect relative trip generation per 1000 sqft between Wholesale Nursery and all TUMF Industrial Uses (consistent with TUMF Nexus Study Trip Generation Rate Comparison).

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The gross floor area equivalency per acre of site for Wholesale Nursery is based on the trip generation characteristic of Wholesale Nursery, which is quantified in the Trip Generation Manual in terms of both trips per acre and trips per thousand square feet of gross floor area. Based on this information, each acre of Wholesale Nursery represents the equivalent of 104 square feet of gross floor area. To account for the variation in trip generation rates between Wholesale Nursery, and all TUMF industrial land use types, the gross floor area equivalency per acre was weighted based on the relative trip generation between Wholesale Nursery and the median of all TUMF Industrial Uses as used in the TUMF Nexus Study. The weighted gross floor area equivalency per acre for Wholesale Nursery is 488.9.

For the purpose of calculating the TUMF obligation for *all types of Wholesale Nurseries*, the total area of the site in acres will be multiplied by *488.9* to determine the equivalent number of square feet of floor area. The *equivalent floor area will be compared to the actual building gross floor area* for the site, and the *greater of the two floor areas will be used for the purpose of calculating the TUMF* at the rate prescribed by the respective local jurisdictions TUMF Ordinance and supported by the TUMF Nexus Study.

Application of this methodology will account for variations in the size and scale of buildings that affect the nature of the primary business of the site. For example, an average wholesale nursery (covering 24.2 acres) that includes 2,750 square feet of gross floor area in buildings would have an equivalent floor area of 11,831 square feet (24.2 x 488.9). A comparison of the equivalent floor area and actual building gross floor area indicates that the equivalent floor area is greater than the actual floor area (11,831 > 2,750) which is consistent with the primary business of the site being the outdoor production, storage and display areas, and therefore would be used as the basis for calculating the TUMF obligation. Conversely, an average wholesale nursery with 20,000 square feet of gross floor area in buildings would have an equivalent floor area of

11,831 square feet (24.2 x 488.9). A comparison of the equivalent floor area and actual building gross floor area indicates that the actual floor area is greater than the equivalent floor area (20,000 > 11,831) which is consistent with the increased size and scope of the buildings affecting the primary business of the site and therefore would be used as the basis for calculating the TUMF obligation.

5.7. Retail Nurseries (Garden Centers)

5.7.1. Summary

For the purpose of determining the TUMF obligation, all retail nurseries (also referred to as "Garden Centers") will be considered retail use types. The methodology outlined in **Worksheet A.2.7** and described as follows will be applied to determine the gross floor area for all retail nurseries *(for the example calculation assume a retail nursery with a total site area of 2.5 acres and including buildings with a gross floor area of 9,650 square feet)*.

1. Multiply the total site area in acres by 2,118.8 square feet
   (*i.e. for the example facility it is 2.5 x 2,118.8 = 5,297 square feet*)
2. Determine the total floor area of buildings on the site
   (*i.e. for the example facility it is 9,650 square feet)*
3. Compare the results for steps 1 and 2, and use the greater of the two values as the gross floor area to calculate the TUMF obligation using **Worksheet A.2.1** for standard non-residential fee calculations. *(i.e. 9,650 > 5,297; for the example retail nursery TUMF would be calculated for 9,650 square feet)*

This methodology applies only to retail nurseries and garden centers that are free-standing businesses. Where the selling of garden and landscaping supplies (including plants) is an integral component of a more extensive retail store, the TUMF obligation will be determined based exclusively on the gross building area of the primary business of the site.

5.7.2. Detailed Narrative

Retail Nursery facilities (also referred to as 'Garden Centers') include all land uses where the primary business of the site is the retail sale of garden and landscaping supplies, including plants. According to the U.S. Census Bureau, the definition for a retail nursery is an "establishment primarily engaged in selling trees, shrubs, other plants, seeds, bulbs, mulches, soil conditioners, fertilizers, pesticides, garden tools, and other garden supplies to the general public. These establishments primarily sell products purchased from others, but may sell some plants which they grow themselves". Like their wholesale counterparts they typically incorporate a combination of free-standing buildings with an open area of planting and landscape stock.

In accordance with Section 6.2 and Appendix B of the Transportation Uniform Mitigation Fee Nexus Study 2016 Update Final Report (Western Riverside Council of Governments, As Adopted July 10, 2017), retail nursery facilities are considered to be retail use types with the primary use of the facility generally meeting the description of Retail Trade –

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Building Materials, Hardware, Garden Supply and Mobile Home Dealers (SIC Major Category 52). The TUMF obligation for retail (and all non-residential) land uses is based on the gross floor area of buildings associated with the specific land use and is calculated using **Worksheet A.2.1** for standard non-residential fee calculations. However, in the case of retail nursery facilities, vehicle trips to and from the site may be generated primarily by the availability of open land used for storage and display of plants and other landscape materials. For this reason, it is necessary to determine the gross floor area equivalency per acre of the site area for the purpose of calculating the TUMF obligation.

A review of Trip Generation 9th Edition (Institute of Traffic Engineers, 2012) indicates the daily trip generation rate for retail nurseries is approximately 108.1 trips per acre of site area, and is approximately 68.1 trips per thousand square feet of building area. **Table 5.6** summarizes the various characteristics of retail nurseries, including trip generation, and establishes the equivalent square feet per acre for the purpose of calculating the TUMF obligation for all retail nursery facilities, which is typically associated with having very limited building floor area.

The gross floor area equivalency per acre of site for Retail Nursery is based on the trip generation characteristic of Retail Nursery, which is quantified in the Trip Generation Manual in terms of both trips per acre and trips per thousand square feet of gross floor area. Based on this information, each acre of Retail Nursery represents the equivalent of 1,587 square feet of gross floor area. To account for the variation in trip generation rates between Retail Nursery, and all TUMF retail land use types, the gross floor area equivalency per acre was weighted based on the relative trip generation between Retail Nursery and the median of all TUMF Retail Uses as used in the TUMF Nexus Study. The weighted gross floor area equivalency per acre for Retail Nursery is 2,118.8.

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Table 5.6 – Characteristics of Retail Nurseries

Land Use Type (ITE Code)	*Average Site Area (acres)*	*Average Gross Floor Area (sqft)*	*Average Daily Vehicle Trips per Acre*	*Average Daily Vehicle Trips per 1,000 sqft*	*Equivalent Acres per 1,000 sqft*	*Equivalent sqft per Acre*	*TUMF Weighted Equivalent sqft per Acre**
Retail Nursery (817)	3.0	5	108.10	68.10	0.63	1,587	***2,118.8***
Median of All TUMF Retail Use Types				51.02			

Source: Trip Generation 9th Edition, Institute of Traffic Engineers, 2012

Note: * - TUMF weighted equivalent square feet based on equivalent square feet per acre adjusted to reflect relative trip generation per 1000 sqft between Retail Nursery and all TUMF Retail Uses.

For the purpose of calculating the TUMF obligation for *all types of Retail Nursery*, the total area of the site in acres will be multiplied by *2,118.8* to determine the equivalent number of square feet of floor area. The *equivalent floor area will be compared to the actual building gross floor area* for the site, and the *greater of the two floor areas will be*

used for the purpose of calculating the TUMF at the rate prescribed by the respective local jurisdictions TUMF Ordinance and supported by the TUMF Nexus Study.

Application of this methodology will account for variations in the relative size and scale of buildings and open areas that affect the nature of the primary business of the site. For example, an average retail nursery (covering 2.5 acres) that includes 9,650 square feet of gross floor area in buildings would have an equivalent floor area of 5,297 square feet (2.5 x 2,118.8). A comparison of the equivalent floor area and actual building gross floor area indicates that the actual floor area is greater than the equivalent floor area (9,650 > 5,297) which is consistent with the primary business of the site being generated by the retail buildings, and therefore would be used as the basis for calculating the TUMF obligation. Conversely, an average retail nursery with 9,650 square feet of gross floor area in buildings and covering 10 acres would have an equivalent floor area of 21,188 square feet (10 x 2,118.8). A comparison of the equivalent floor area and actual building gross floor area indicates that the equivalent floor area is greater than the actual floor area (21,188 > 9,650) which is consistent with the increased size and scope of the outdoor production, storage and display area affecting the primary business of the site and therefore would be used as the basis for calculating the TUMF obligation.

It is to be noted that application of this methodology applies only to retail nurseries and garden centers that are free-standing businesses and not integral components of a more extensive retail store, such as a discount store, discount club, hardware store, home improvement superstore or supermarket. Where the selling of garden and landscaping supplies (including plants) is an integral component of a more extensive retail store, the TUMF obligation will be determined based exclusively on the gross building area of the primary business of the site.

5.8. High-Cube Warehouses and Distribution Centers

5.8.1. Summary

For the purpose of determining the TUMF obligation, all types of high-cube warehouses or distribution centers will be considered industrial use types. The methodology outlined in **Worksheet A.2.8** and described as follows will be applied to determine the equivalent floor area for high-cube warehouses/distribution centers with a minimum gross floor area of 200,000 square feet, a minimum ceiling height of 24 feet and a minimum dock-high door loading ratio of 1 door per 10,000 square feet *(for the example calculation assume a high-cube warehouse with a gross floor area of 450,000 square feet, a ceiling height exceeding 24 feet and a dock-high door loading ratio exceeding 1:10,000)*:

1. Subtract 200,000 square feet from the total gross floor area
   (*i.e. for the example facility it is 450,000 – 200,000 = 250,000 square feet*)
2. Multiply the resultant value from step 1 which is total gross floor area in excess of 200,000 square feet by 0.32
   (*i.e. for the example facility it is 250,000 x 0.32 = 80,000 square feet*)

3. Add 200,000 square feet to the resultant value of step 2
   (*i.e. for the example facility it is 200,000 + 80,000 = 280,000 square feet*)

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4. Use the resultant value of step 3 as the gross floor area to calculate the TUMF obligation using **Worksheet A.2.1** for standard non-residential fee calculations.

The TUMF obligation for a warehouse facility with a gross floor area of less than 200,000 square feet, a ceiling height of less than 24 feet and/or a dock-high door loading ratio of less than 1 door per 10,000 square feet will be calculated based on the actual gross floor area using **Worksheet A.2.1** for standard non-residential fee calculations. Furthermore, where other uses such as wholesale showrooms, retail showrooms or office suites are co-located with qualifying high-cube warehouse facilities, only the qualifying warehouse portion of the premises will be calculated using **Worksheet A.2.8**. The fee obligation for all other co-located facilities will be calculated based on the actual gross floor area and the appropriate land use category using **Worksheet A.2.1** for standard non-residential fee calculations.

5.8.2. Detailed Narrative

High-cube warehouses or distribution centers are primarily for the storage and/or consolidation of manufactured goods (and to a lesser extent, raw materials) prior to their distribution to retail locations or other warehouses. These facilities are generally very large buildings characterized by a small employment count due to a high level of automation, and truck activities frequently outside of the peak hour of the adjacent street system. For the purpose of determining the TUMF obligation, high-cube warehouses and distribution centers are defined as follows:

> *Very large shell buildings commonly constructed using steel framed and/or concrete tilt-up techniques with a minimum gross floor area of 200,000 square feet, a minimum ceiling height of 24 feet and a minimum dock-high door loading ratio of 1 door per 10,000 square feet.*

In accordance with Section 6.2 and Appendix B of the Transportation Uniform Mitigation Fee Nexus Study 2016 Update Final Report (Western Riverside Council of Governments, As Adopted July 10, 2017), high-cube warehouses and distribution center facilities are considered to be industrial use types with the primary use of the facility generally meeting the description of Motor Freight Transportation and Warehousing (SIC Major Category 42). The TUMF obligation for industrial (and all non-residential) land uses is based on the gross floor area of buildings associated with the specific land use and is calculated using **Worksheet A.2.1** for standard non-residential fee calculations. However, in the case of high-cube warehouses and distribution centers, vehicle trips generated to and from the site are typically lower that traditional industrial uses due to the small employee count and highly automated activities. For this reason, it is necessary to determine the gross floor area equivalency for the purpose of calculating the TUMF obligation.

A review of Trip Generation 9th Edition (Institute of Traffic Engineers, 2012) indicates the average weekday daily trip generation rate for high-cube warehouses is 1.68 trips per thousand square feet, while the weekday PM peak-hour trip generation rate for the same uses is approximately 0.16 trips per thousand square feet of building area. By comparison, traditional warehouse uses have a weekday daily trip generation rate of

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3.56 trips per thousand square feet, and PM peak-hour trip generation rates of 0.45 trips per thousand square feet and 0.58 trips per employee. A study completed in January 2005 by Crain and Associates for the National Association of Industrial and Office Properties (NAIOP) indicates a weekday daily trip generation rate of 1.10 trips per thousand square feet and a weekday PM peak rate of 0.08 trips per thousand square feet for high-cube warehouse sites in the Inland Empire.

Table 5.7 summarizes the various characteristics of high-cube warehouses, including trip generation, and establishes the equivalent square feet for the purpose of calculating the TUMF obligation for all high-cube warehouse and distribution centers.

Table 5.7 – Characteristics of High-Cube Warehouses and Distribution Centers

Land Use Type (ITE Code)	*Average Daily Vehicle Trips per 1,000 sqft*	*Average PM Peak Vehicle Trips per 1,000 sqft*	*Average PM Peak Trips per Employee*	*TUMF Weighted Equivalent sqft **
High-Cube Warehouse (i) (152)	1.68	0.16		***0.32***
Warehousing (i) (150)	3.56	0.45	0.58	
Warehouse/Distribution Center (ii)	1.10	0.08		
All TUMF Industrial Use Types (i)	5.33			

Source: (i) Trip Generation 9th Edition, Institute of Traffic Engineers, 2012

(ii) San Bernardino/Riverside County Warehouse/Distribution Center Vehicle Trip Generation Study, Crain and Associates, January 2005

Note: * - TUMF weighted equivalent square feet based on relative trip generation per 1000 sqft between High-Cube Warehouse (calculated) and all TUMF Industrial Uses (consistent with TUMF Nexus Study Trip Generation Rate Comparison).

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The gross floor area equivalency for High-Cube Warehouses and Distribution Centers is based on the trip generation characteristic of High-Cube Warehouse, which is quantified in the Trip Generation Manual in terms of both daily and PM peak trips per thousand square feet gross floor area. Based on this information, the daily trip generation rate for a high-cube warehouse is approximately 1.68 trips per thousand square feet of gross floor area. To account for the variation in trip generation rates between High-Cube Warehouses and Distribution Centers, and all TUMF industrial land use types, the gross floor area equivalency was weighted based on the relative trip generation between High-Cube Warehouses and the median of all TUMF Industrial Uses as used in the TUMF Nexus Study. The weighted gross floor area equivalency for High-Cube Warehouses and Distribution Centers is 0.32.

For the purpose of calculating the TUMF obligation for *High-Cube Warehouses and Distribution Centers* with a minimum gross floor area of 200,000 square feet, a minimum ceiling height of 24 feet and a minimum dock-high door loading ratio of 1 door per 10,000 square feet, the gross floor area *in excess of 200,000 square feet* will be multiplied

by *0.32* and the resultant value *increased by 200,000 square feet* to determine the equivalent number of square feet of floor area. The *equivalent floor area will be used for the purpose of calculating the TUMF* at the rate prescribed by the respective local jurisdictions TUMF Ordinance and supported by the TUMF Nexus Study. For example, a high-cube warehouse with a gross floor area of 450,000 square feet, a ceiling height exceeding 24 feet and a dock-high door loading ratio exceeding 1:10,000 (for the example facility it is at least 45 dock-high door loading bays i.e. 450,000/10,000 = 45) the equivalent floor area would be 280,000 square feet ({[450,000 - 200,000] x 0.32} + 200,000 = 280,000)

The TUMF obligation for a warehouse facility with a gross floor area of less than 200,000 square feet, a ceiling height of less than 24 feet and/or a dock-high door loading ratio of less than 1 door per 10,000 square feet will be calculated based on the actual gross floor area using **Worksheet A.2.1** for standard non-residential fee calculations. Furthermore, where other uses such as wholesale showrooms, retail showrooms or office suites are co-located with qualifying high-cube warehouse facilities, only the qualifying warehouse portion of the premises will be calculated using **Worksheet A.2.8**. The fee obligation for all other co-located facilities will be calculated based on the actual gross floor area and the appropriate land use category using **Worksheet A.2.1** for standard non-residential fee calculations.

5.9. Winery

5.9.1. Summary

For the purposes of determining the TUMF obligation, small, medium and large wineries, as defined below, are categorized using **Worksheet A.2.9** and fees calculated differently for each category using the methodology described.

Small Winery – A winery characterized by predominantly agricultural and industrial uses involving the cultivation of grapes and/or production of wine. Ancillary uses associated with a small winery can include a small tasting room not exceeding 700 square feet, and associated uses such as office and administration space, minor retail and/or small deli-type (packaged food) service that does not require a kitchen. The total building area for all buildings associated with a small winery cannot exceed 15,000 square feet.

Small winery is considered an industrial use type. TUMF obligation for small winery will be calculated based on the gross floor area of all buildings associated with the winery including all wine production and storage areas, and ancillary associated tasting room, office and administration space, minor retail and/or deli-type (packaged food) service that does not require a kitchen, using **Worksheet A.2.1** for standard non-residential fee calculations.

Medium Winery – A winery with integrated supporting operations, such as tasting room with floor area greater than 700 square feet including outdoor tasting areas, retail, event space, and/or small sit-down restaurant with primary operating hours at lunch. The patrons of the retail shops and restaurant facilities are primarily visitors to

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the wine-tasting room, therefore the additional facilities are not viewed as generating additional traffic to the primary use, which is wine tasting and purchase. The total building area for all buildings associated with a medium winery cannot exceed 15,000 square feet.

Medium winery is considered an industrial use type. The methodology outlined in **Worksheet A.2.10** and described as follows will be applied to determine the gross floor area for medium wineries.

1. Multiply the total gross floor area of all buildings associated with the winery including all wine production and storage areas, and ancillary associated tasting room, office and administration space, retail, event space, and/or restaurant by 1.38.

   (*i.e. For an example facility with 11,350 square feet gross floor area it is 1.38 x 11,350 = 15,663 square feet*)

2. Use the resultant value as the gross floor area to calculate the TUMF obligation using **Worksheet A.2.1** for standard non-residential fee calculations.

Large Winery – Winery with total building area exceeding 15,000 square feet and typically including several other significant trip generating operations occurring on-site in addition to the winery operations, such as a retail shop, sit-down restaurant, hotel, and concert/event venue that operate separately from the winery.

Due to the unique variations of uses associated with each specific large winery, the TUMF obligation is calculated independently for each definable major on-site trip generating use associated with the winery (such as hotel, restaurant, office) using **Worksheet A.2.1** for standard non-residential fee calculations. For the portion of a large winery that is used primarily for wine production and storage, wine tasting and the sale of associated merchandise, the TUMF obligation can be calculated using the methodology outlined in **Worksheet A.2.11** and described as follows will be applied to determine the gross floor area for large wineries.

1. Multiply the total gross floor area of all buildings associated with winery uses only (wine production and storage, wine tasting and the sale of associated merchandise) by 1.38.

   (*i.e. For an example facility with 16,000 square feet of winery uses it is 1.38 x 16,000 = 22,080 square feet*)

2. Use the resultant value as the gross floor area to calculate the TUMF obligation using **Worksheet A.2.1** for standard non-residential fee calculations.

5.9.2. Detailed Narrative

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For the purposes of determining the TUMF obligation, wineries are categorized into small, medium and large wineries, as defined below.

Small Winery – Characterized by predominantly agricultural and industrial uses involving the cultivation of grapes and/or production of wine. Ancillary uses associated with a small winery can include a small tasting room not exceeding 700 square feet, and associated uses such as office and administration space, minor retail and/or small deli-type (packaged food) service not requiring a kitchen. The total building area for all buildings associated with a small winery cannot exceed 15,000 square feet.

Medium Winery –Winery with integrated supporting operations, such as tasting room with floor area greater than 700 square feet including outdoor tasting areas, retail, event space, and/or small sit-down restaurant with primary operating hours at lunch. The patrons of the retail shops and restaurant facilities are primarily visitors to the wine-tasting room, therefore the additional facilities are not viewed as generating additional traffic to the primary use, which is wine tasting and purchase. The total building area for all buildings associated with a medium winery cannot exceed 15,000 square feet.

Large Winery – Winery with total building area exceeding 15,000 square feet and typically including several other significant trip generating operations occurring on-site in addition to the winery operations, such as a retail, sit-down restaurant, hotel, and concert/event venue operating separately from the winery.

The Traffic Impact Analysis (TIA) conducted for the Europa Village development (Urban Crossroads, June 2008) included traffic counts at a select number of wineries in the Temecula Valley region and developed a customized trip generation rate specifically for wine-tasting facilities in this area. The facilities included in this TIA were small, medium and large wineries with various amenities. The primary trip generating variable was the size of the wine tasting room, with additional trips at the large wineries generated by other amenities such as resort, spa and overnight hotel accommodations. The number of employees was deemed insignificant to the trip generation based on this study.

Small wineries, as defined above, predominately focus on agriculture (grape cultivation) and industrial (wine production) uses but may include a small ancillary tasting room and/or office facility, are estimated to generate traffic consistent with other light industrial and agricultural facilities. The TUMF obligation for small wineries will to be calculated using the standard non-residential methodology and the adopted industrial fee rate.

Medium sized wineries, as defined previously, are unique trip generators encompassing more than industrial/agricultural activities, such that the use of the site is predominately wine tasting and the sale of wine and associated merchandise. Based on the Europa Village Trip Generation Report, **Table 5.8** details the determination of the weighted equivalent floor space for calculating the TUMF obligation of medium wineries.

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Table 5.8 – Medium Winery TUMF Calculation				
Land Use Type	*Average Gross Floor Area (sqft)*	*Average Daily Vehicle Trips per 1,000 sqft**	*Equivalent Daily Vehicle Trips per 1,000 sqft*	*TUMF Weighted Equivalent sqft **
Wine Tasting Room (i)	1,000	83.46		
Winery (all associated buildings) (i)	11,350		7.35	***1.38***
Median of All TUMF Industrial Use Types (ii)		5.33		

Source: Europa Village TIA, Urban Crossroads, prepared June 2, 2008 and revised March 17, 2009 for County of Riverside
(ii) Trip Generation 9th Edition, Institute of Traffic Engineers, 2012

Note: * TUMF weighted equivalent square feet based on the daily vehicle trips per 1,000 sqft adjusted to reflect relative trip generation per 1000 sqft between medium wineries and all TUMF Industrial Uses (consistent with TUMF Nexus Study Trip Generation Rate Comparison).

Large sized wineries, as defined previously, include various types of trip generators (such as wine tasting and associated retail, restaurant and banquet facilities, hotel accommodations and resort spa) that differ based on the uses associated with a particular large winery development. Due to the unique variations of uses associated with each specific large winery, the TUMF obligation is calculated independently for each definable major on-site trip generating use associated with the winery (such as hotel, restaurant, office). For the portion of a large winery that is used primarily for wine tasting and the sale of associated merchandise, the TUMF obligation will be calculated using the methodology described previously for medium wineries.

The gross floor area equivalency for a Medium Winery is based on the trip generation characteristic of a Medium Winery, which is quantified in the Europa Village Trip Generation Report in terms of 24-hour trips per thousand square feet of wine tasting room. Based on this information, the calculated daily trip generation rate for a winery is approximately 83.46 trips per thousand square feet of wine tasting room. To simplify the application of TUMF for a Medium Winery, the daily trip generation rate based on the wine tasting room was converted to a daily trip generation rate for the total gross floor area of all buildings associated with the winery or 7.35 trips per thousand square feet of winery total gross floor area. To account for the variation in trip generation rates between a Medium Winery and all TUMF industrial land use types, the gross floor area equivalency was weighted based on the relative trip generation between a Medium Winery and the median of all TUMF Industrial Uses as used in the TUMF Nexus Study. The weighted gross floor area equivalency for a Medium Winery is 1.38.

For the purpose of calculating the TUMF obligation for a *Winery*, the following methodology is used, respectively, for the three defined winery category types:

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Small Winery, with a tasting room and/or other associated ancillary uses with a floor area of **less than** 700 square feet and a total gross floor area of all buildings **less than** 15,000 square feet, is considered to be an industrial use type. TUMF obligation for *small winery* will be calculated based on the gross floor area of all buildings associated with the winery including all wine production and storage areas, and ancillary associated tasting room, office and administration space, minor retail and/or deli-type (packaged food) service not requiring a kitchen, using the standard non-residential fee calculation methodology.

Medium Winery, with a tasting room and/or other associated ancillary uses with a floor area of **greater than** 700 square feet including outdoor tasting areas and a total gross floor area of all buildings **less than** 15,000 square feet, is considered to be an industrial use type. For the purpose of calculating the TUMF obligation for *medium winery*, the total gross floor area of all buildings associated with the winery including all wine production and storage areas, and ancillary associated tasting room, office and administration space, retail, event space, and/or restaurant will be multiplied by *1.38* to determine the equivalent number of square feet of floor area. The equivalent floor area will be used for the purpose of calculating the TUMF at the rate prescribed by the respective local jurisdictions TUMF Ordinance and supported by the TUMF Nexus Study. Application of this methodology will account for the higher trip generation rates observed at medium wineries, since medium wineries have associated retail and service uses that generate more trips than those associated with wine production.

Large Winery, with a total gross floor area of all buildings **greater than** 15,000 square feet, is considered to be a mixed use type due to the various types of trip generators associated with the winery development. Due to the unique variations of uses associated with each specific large winery, the TUMF obligation is calculated independently for each definable major on-site trip generating use associated with the winery (such as hotel, restaurant, office). For the portion of a large winery that is used primarily for wine production and storage, wine tasting and the sale of associated merchandise, the TUMF obligation will be calculated using the methodology described previously for *medium wineries*.

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5.10. Electric Vehicle Supply Equipment Charging Stations

5.10.1. Summary

For the purpose of calculating the TUMF obligation, stand-alone businesses with the primary purpose of providing publically accessible electric vehicle supply equipment (EVSE) are designated as EVSE charging stations and will be considered retail use types. The methodology outlined in **Worksheet A.2.12** and described as follows will be applied to determine the gross floor area for calculating the TUMF obligation for all types of EVSE charging stations.

1. Multiply the total number of EVSE charging units by 14.9. The total number of EVSE charging units is equal to the maximum number of vehicles that could be connected for charging at the same time.

(*i.e. for an example facility with 4 positions it is 14.9 x 4 = 59.6 square feet*)

2. Use the resultant value as the gross floor area to calculate the TUMF obligation using **Worksheet A.2.1** for standard non-residential fee calculations.

EVSE located within a residential or non-residential use type, where the residential or non-residential use is the primary use of the site, and the EVSE is for the sole and exclusive use of residents, employees and/or customers of the same premises, are considered to be ancillary to the primary residential or non-residential use of the site. There is no additional TUMF obligation for EVSE located within a residential or non-residential use type for the sole and exclusive use of residents, employees and/or customers of the same premises.

5.10.2. Detailed Narrative

Electric vehicle supply equipment (EVSE) charging stations include all stand-alone publically accessible retail land uses where the primary business of the site is providing electrical supply equipment for connecting and charging batteries that power electric or plug-in electric/gasoline hybrid motor vehicles. In accordance with Section 6.2 and Appendix B of the Transportation Uniform Mitigation Fee Nexus Study 2016 Update Final Report (Western Riverside Council of Governments, As Adopted July 10, 2017), fuel filling stations and other fuel dealers are considered to be retail uses for the purpose of calculating the applicable TUMF obligation for newly developed facilities or expansions of existing facilities. Although EVSE charging stations are a relatively new land use that is not specifically mentioned in the North American Industrial Classification System (NAICS) codes due to the recent introduction of electric or plug-in electric/gasoline hybrid motor vehicles for sale to the general public, EVSE charging stations serve a similar purpose to fuel filling stations and for this reason are similarly treated as a retail use for the purposes of determining the TUMF obligation.

EVSE charging units may also be located within residential and non-residential land uses, where EVSE is provided as an amenity for those utilizing the primary land use of the site (for example, EVSE charging units located in the parking lot of a retail shopping mall, service office building, or residential apartment complex). Where EVSE is located within a residential or non-residential use type for the sole and exclusive use of residents, employees and/or customers of the same premises (i.e. not stand-alone businesses and/or publically accessible) are considered to be ancillary to the primary residential or non-residential use of the site and unlikely to generate additional vehicle trips specifically for the purposes of accessing the charging station. There is no additional TUMF obligation for EVSE located within a residential or non-residential use type for the sole and exclusive use of residents, employees and/or customers of the same premises.

The TUMF for retail (and all non-residential) land uses is based on the gross floor area of buildings associated with the specific land use. However, in many cases the EVSE is a pedestal or wall mount unit with very limited to no building gross floor area. Vehicle trips to and from the site can be generated by the EVSE charging positions making it

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necessary to determine the gross floor area equivalency per EVSE charging position for the purpose of calculating the TUMF obligation.

The EV Project website (TheEVProject.com) provides the most comprehensive source of data available on electric vehicle charging infrastructure. The EV Project is managed by ECOtality, Inc. primarily utilizing grant funding provided by the U.S. Department of Energy and various other partner matches. Launched in October 2009, The EV Project is the largest deployment of electric vehicles and charging infrastructure with chargers being installed in major cities in no fewer than nine states, including California, and the District of Columbia. The EV Project will deploy approximately 13,000 alternating current (AC) Level 2 EVSE charging stations for residential and commercial use, as well as 200 dual-port direct current (DC) Fast Chargers (DCFC). The EV Project also collects and analyzes data on the characteristics of electric vehicle use, including trip generation and charging station utilization rates.

According to the EV Project EVSE and Vehicle Usage Report for the 2nd Quarter of 2013 (the most recent available report as of January 22, 2014), a total of 295 publically accessible charging stations have been deployed by the project in the Los Angeles metropolitan area providing for a total of 6,688 vehicle charges for the period from April 1, 2013 to June 30, 2013. The average length of time a vehicle is connected to the EVSE is 4.0 hours, while the average length of time a vehicle is drawing power is 2.3 hours. Based on the data for the 2nd Quarter of 2013, the EV Project has determined the average number of charging events started per EVSE per weekday to be 0.38, representing an average of 0.76 daily vehicle trips per EVSE per weekday. **Table 5.9** summarizes key performance measures for publically accessible Level 2 EVSE in the Los Angeles Metropolitan Area.

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Table 5.9 - Publically Accessible Level 2 EVSE in the Los Angeles Metropolitan Area

Quarter	*Total EVSE Units*	*Total Weekday Charges Per Quarter*	*Average Daily Charges per EVSE Unit (weekday)*	*Average Daily Vehicle Trips per EVSE Unit (weekday)**
Q1 2012	43	508	0.27	0.54
Q2 2012	98	1,275	0.31	0.62
Q3 2012	201	3,142	0.28	0.56
Q4 2012	212	3,294	0.26	0.52
Q1 2013	221	4,370	0.32	0.64
Q2 2013	295	6,688	0.38	**0.76**

Source: *The EV Project Quarterly Reports* accessed online January 22, 2014
http://www.theevproject.com/documents.php
Note: * - Average Daily Vehicle Trips per EVSE is a calculated value assuming one vehicle trip to the site before the charge event and a second vehicle trip away from the site after the charge event.

A comparison of 2nd Quarter 2013 data with data for prior quarters demonstrates that the average daily charges per units has been steadily increasing over time as more EVSE units are deployed and more electric and plug-in electric/gasoline hybrid vehicles

enter the vehicle fleet. For this reason, the average daily vehicle trips per EVSE unit should be reviewed on a regular basis and updated accordingly to ensure that the most representative trip generation rate is being utilized for determining the TUMF obligation.

Table 5.10 summarizes the various characteristics of EVSE units, including trip generation. The table also details the calculation of the gross floor area equivalency per EVSE unit.

The gross floor area equivalency per EVSE Unit for Electric Vehicle Supply Equipment Charging Stations is based on the trip generation characteristic of EVSE units quantified in the EV Project Quarterly Reports in terms of Average Daily Charges per ESVE Unit and a resultant calculated value for Average Daily Vehicle Trips per EVSE Unit. Based on this information, each EVSE unit generates an average of 0.76 vehicle trips per weekday. To establish a gross floor area equivalency per ESVE unit, the trip generation rates between EVSE Charging Stations and all TUMF retail land use types were compared, and a gross floor area equivalency per EVSE unit was interpolated. The weighted gross floor area equivalency per EVSE unit for Electric Vehicle Supply Equipment Charging Stations is 14.9.

Table 5.10 – Characteristics of Electric Vehicle Supply Equipment Charging Stations

Land Use Type	*Average Daily Vehicle Trips per EVSE Unit*	*Average Daily Vehicle Trips per 1,000 sqft*	*Equivalent EVSE Units per 1,000 sqft*	*TUMF Weighted Equivalent sqft per EVSE Unit**
Electric Vehicle Supply Equipment Charging Unit (i)	0.76		67.13	***14.9***
Median of All TUMF Retail Use Types (ii)		51.02		

Sources: (i) The EV Project, Quarter 2, 2013 Quarterly Report, ECOtality North America, 2013
(ii) Trip Generation 9th Edition, Institute of Traffic Engineers, 2012

Note: * - TUMF weighted equivalent per square feet based on equivalent square feet per EVSE unit.

For the purpose of calculating the TUMF obligation, stand-alone businesses with the primary purpose of providing publically accessible electric vehicle supply equipment (EVSE) are designated as *Electric Vehicle Supply Equipment Charging Stations.* For EVSE Charging Stations, the total number of EVSE units will be multiplied by *14.9* to determine the equivalent number of square feet of floor area, with the total number of EVSE units being equal to the maximum number of vehicles that could be connected for charging at the same time.

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Appendix A

Fee Calculation Worksheets

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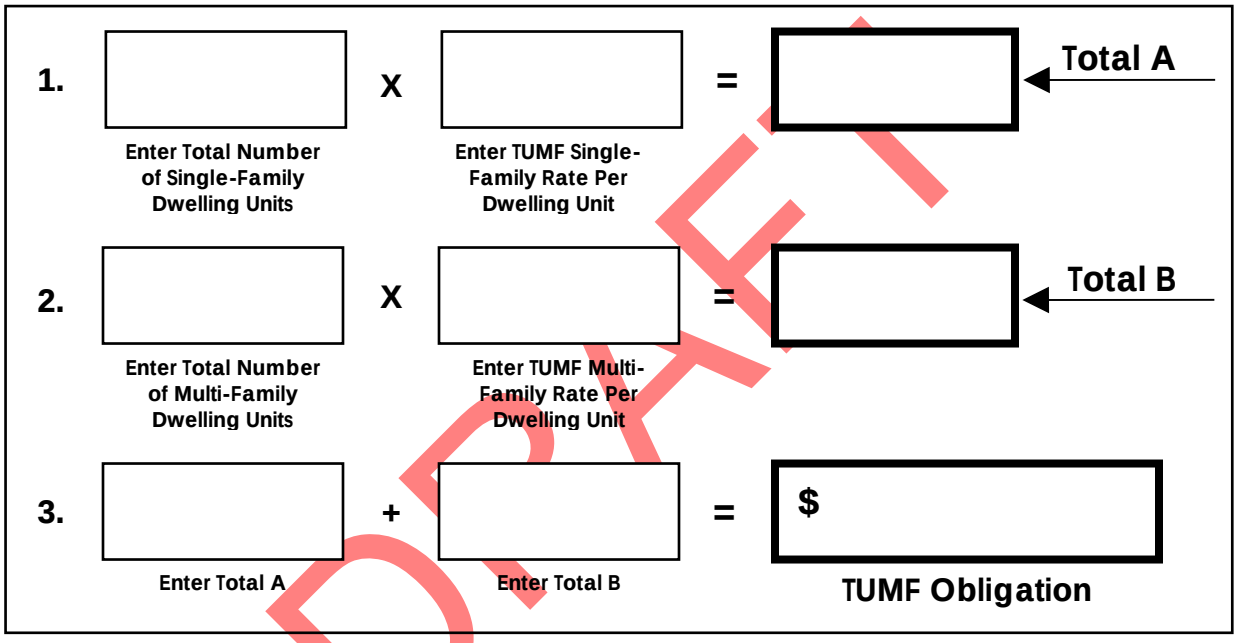
APPENDIX A: FEE CALCULATION WORKSHEETS

This section contains individual fee calculation worksheets for standard use fee calculations, and defined uses following the specific defined use fee calculation methodology developed in **Section 4.0** and **Section 5.0**. **Section A.1** outlines worksheets for residential use types and **Section A.2** outlines worksheets for non-residential use types.

A.1 Fee Calculation Worksheets for Residential Use Types

Worksheet A.1.1 Standard Residential TUMF Calculation Worksheet



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Worksheet A.1.2 Transit-Oriented Development TUMF Calculation Worksheet

1. Residential TOD Characteristics Checklist

☐ **Residential use of not less than 50% of total floorspace**
Submit Site Plan with table or narrative explanation

☐ **Meets maximum number of parking spaces requirement**
Submit Site Plan indicating number of associated parking spaces

☐ **Transit station along a barrier-free walkable pathway not exceeding ½ mile**
Submit Location Map showing transit station and barrier-free walkable path from development

☐ **One (1) convenience retail store selling food within ½ mile**
Submit Location Map showing at least one (1) Food Retail establishment within ½ mile of development

☐ **Seven (7) diverse uses within ½ mile**
Submit Location Map showing at least seven (7) eligible diverse uses within ½ mile of development including at least one (1) Food Retail described previously

2. Residential TOD Fee Calculation

$	X	0.885	=	$
Enter Standard Residential TUMF Obligation for eligible TOD as calculated using Worksheet A.1.1				TUMF Residential TOD Obligation

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Worksheet A.1.3 Active Senior Living TUMF Calculation Worksheet

1. Active Senior Living Characteristics Checklist

☐ **Minimum number of 20 dwelling units in community**
Submit Site Plan indicating the total number of associated dwelling units

☐ **Local zoning and/or governing documents**
Submit local zoning and/or governing documents characterizing development as senior citizen housing (active senior living) pursuant to Cal. Civ. Code § 51.11

☐ **Occupancy restriction statement**
Submit Public Report with statement of occupancy restrictions pursuant to Cal. Bus. & Prof. Code § 11010.05 [2016]

2. Active Senior Living TUMF Calculation

	X	0.53	=	
Enter Total Number of Active Senior Living Dwelling Units (both detached and attached)				**Enter this value as (part of) the Total Number of Multi-Family Dwelling Units in Worksheet A.1.1**

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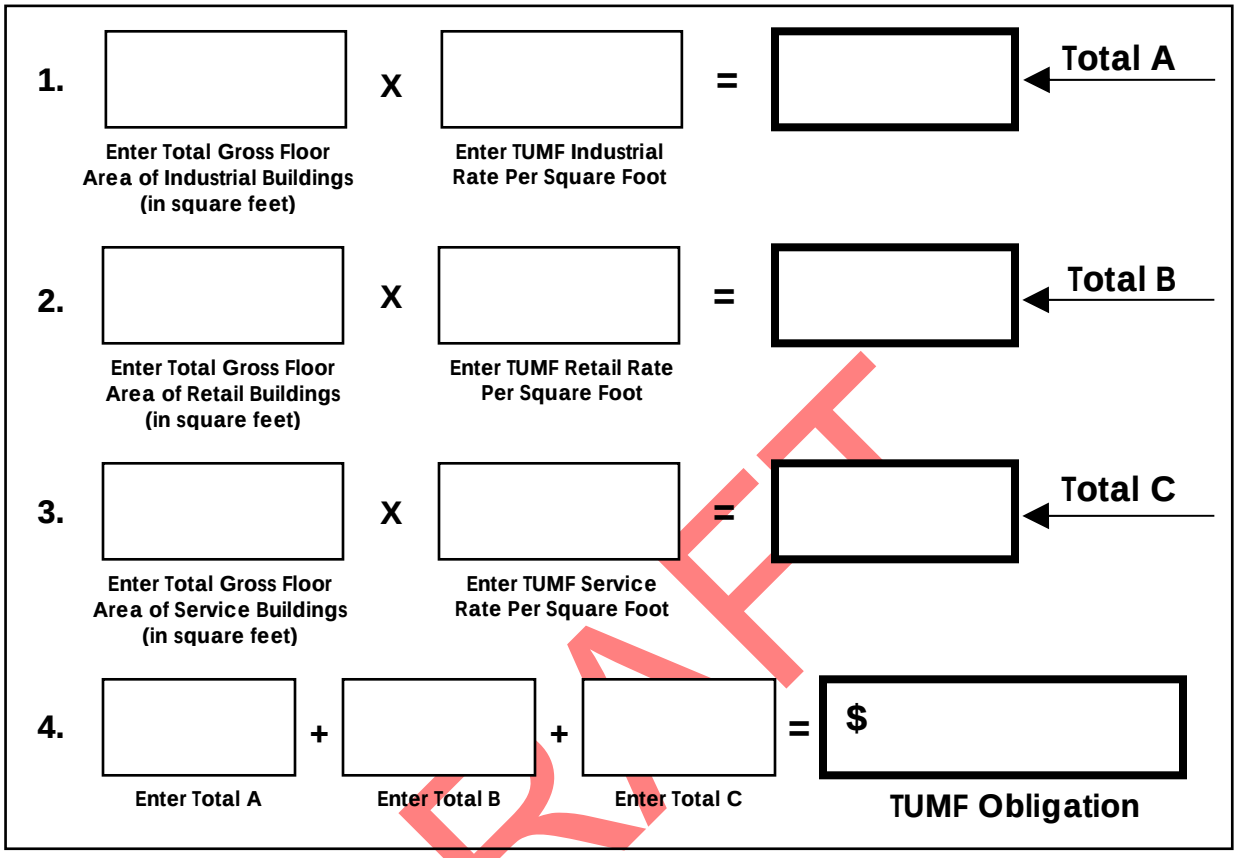
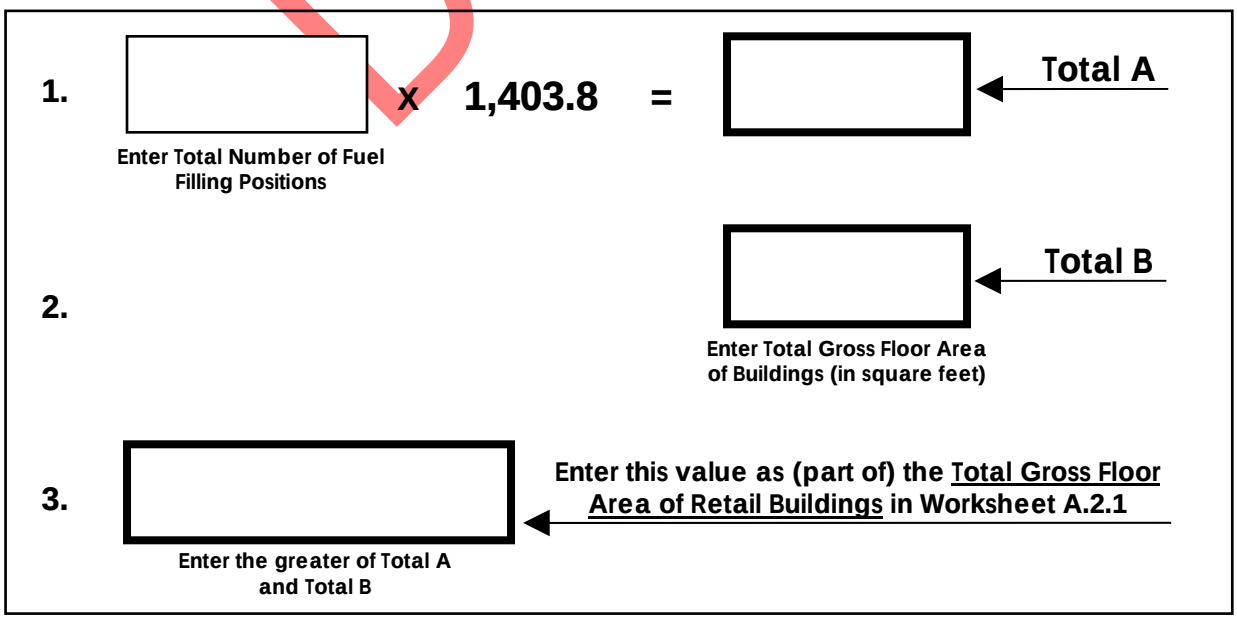
A.2 Fee Calculation Worksheets for Non-Residential Use Types

Worksheet A.2.1 Standard Non-Residential TUMF Calculation Worksheet



Worksheet A.2.2 Fuel Filling Station TUMF Calculation Worksheet



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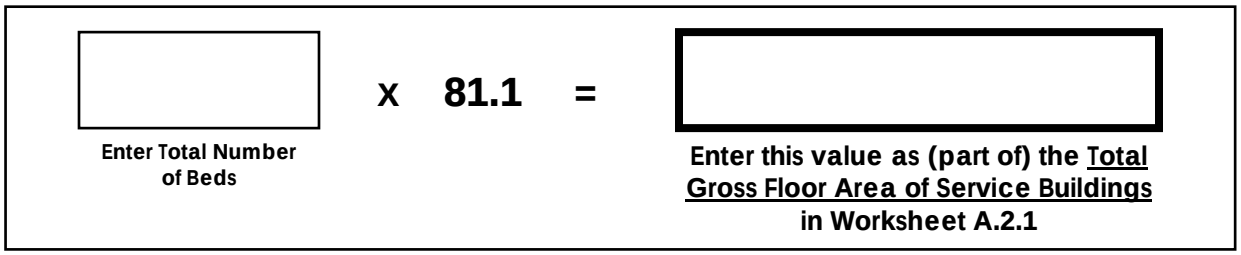
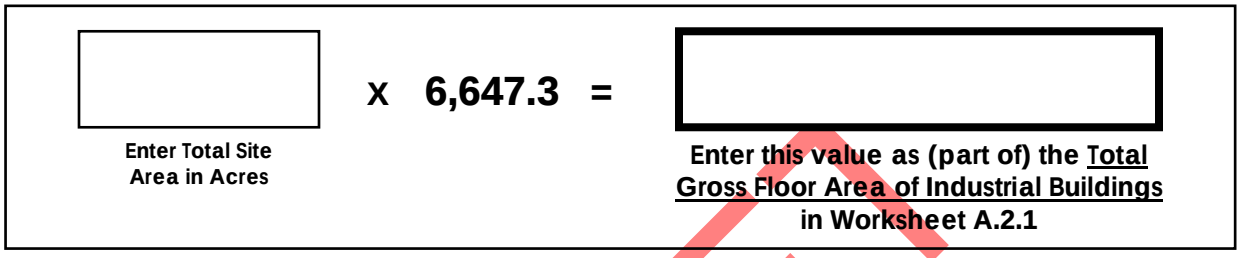
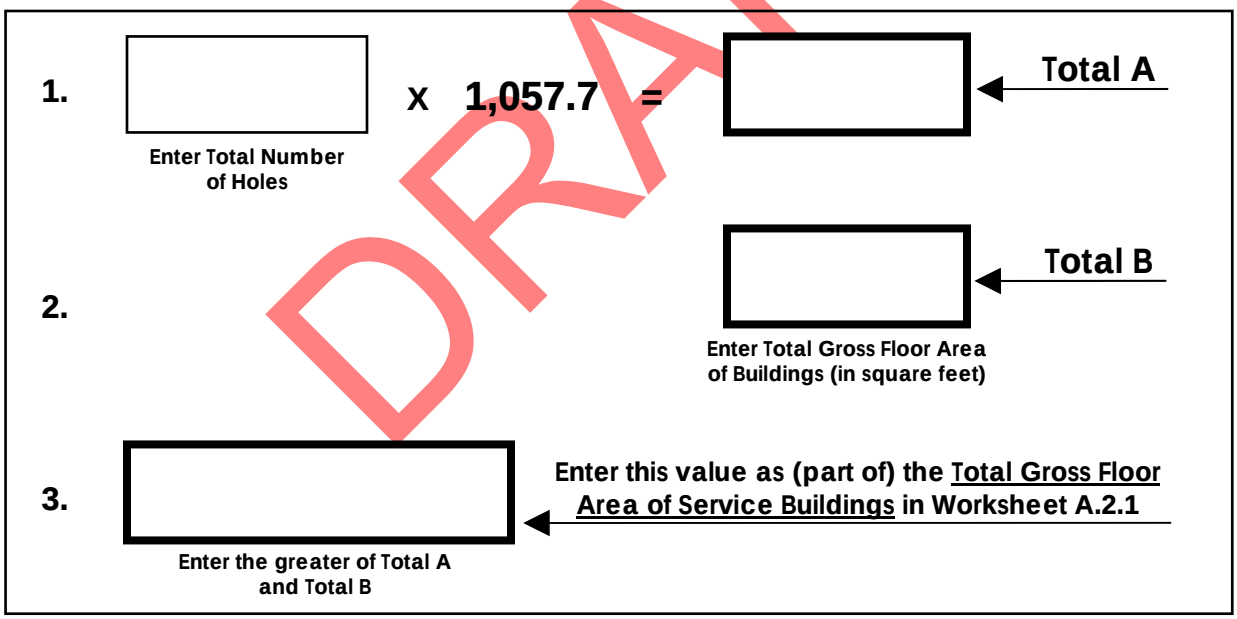
Worksheet A.2.3 Congregate Care/Nursing Home TUMF Calculation Worksheet



Worksheet A.2.4 Mini-Warehouse/Rental Storage TUMF Calculation Worksheet



Worksheet A.2.5 Golf Course TUMF Calculation Worksheet



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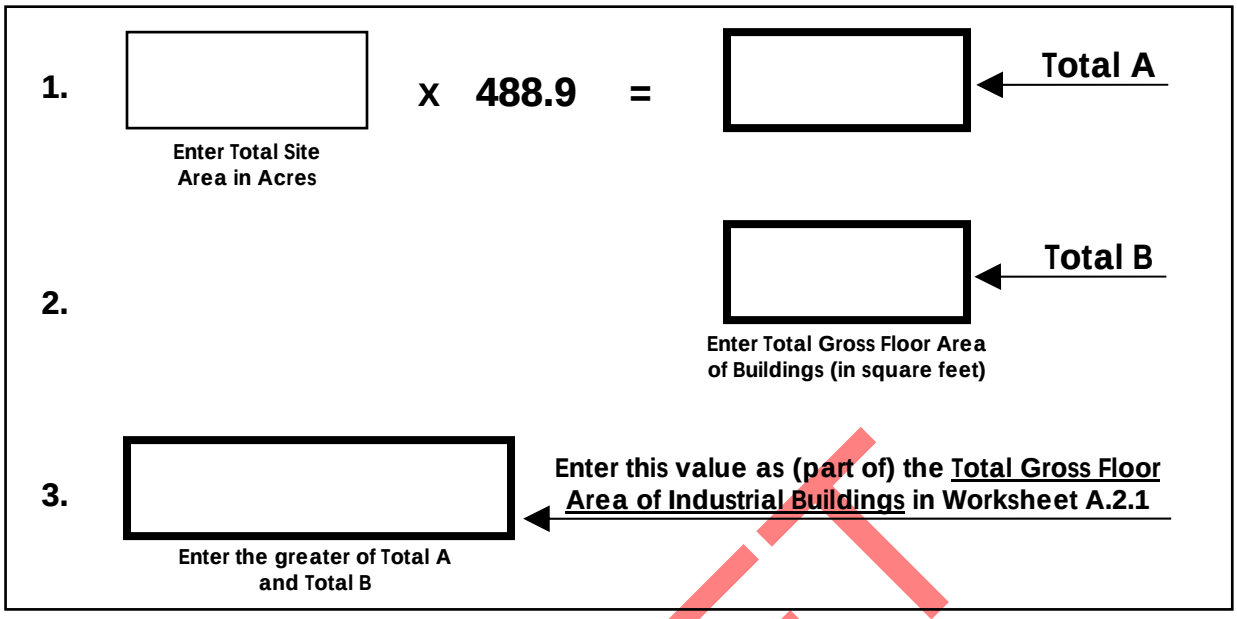
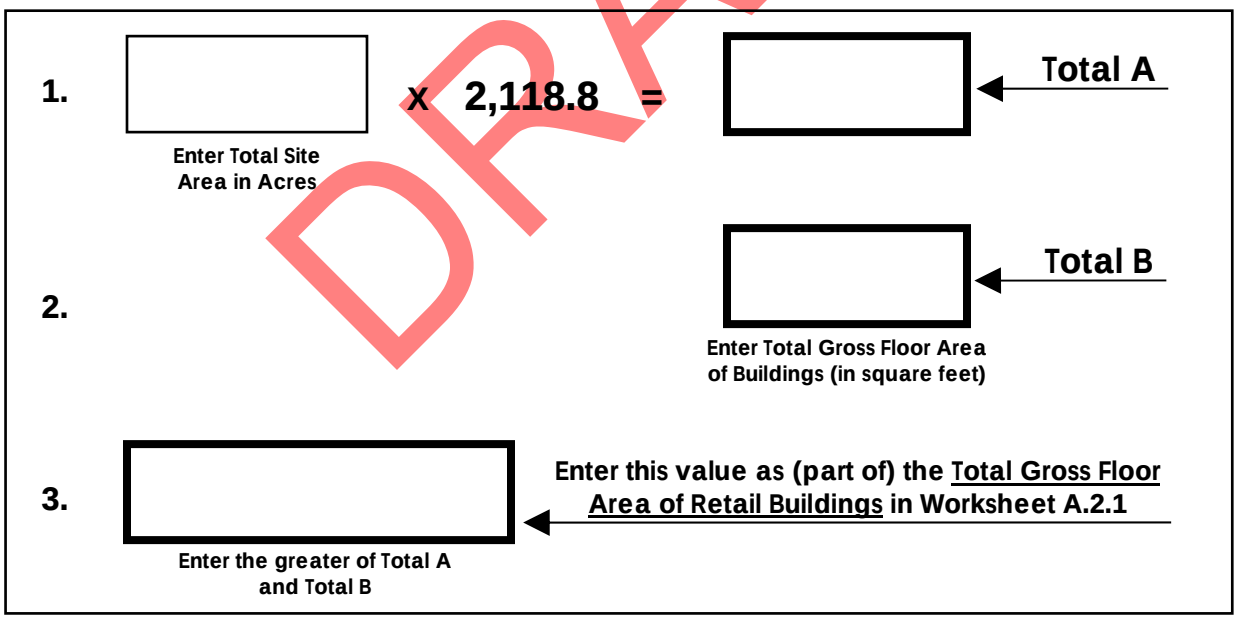
Worksheet A.2.6 Wholesale Nursery TUMF Calculation Worksheet



Worksheet A.2.7 Retail Nursery TUMF Calculation Worksheet



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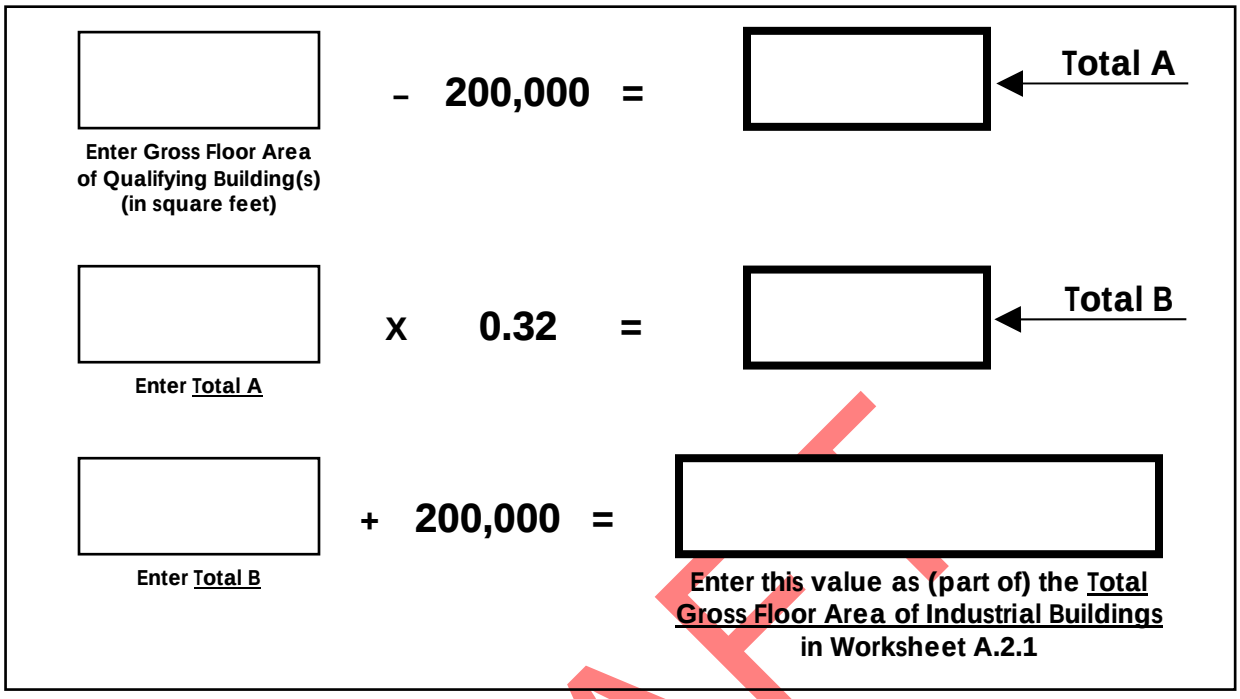
Worksheet A.2.8 High-Cube Warehouse/Distribution Center TUMF Calculation Worksheet



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Worksheet A.2.9 Winery Size TUMF Calculation Worksheet

Total A

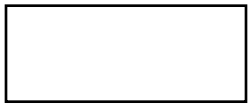
Enter Gross Floor Area of Tasting Room and/or associated ancillary uses (in square feet)

Total B

Enter Total Gross Floor Area of All Buildings (in square feet)

- If Total A is less than 700 and Total B is less than 15,000, enter Total B value as (part of) the Total Gross Floor Area of Industrial Buildings in Worksheet A.2.1
- If Total A is greater than 700 and Total B is less than 15,000, enter Total B value in Worksheet A.2.10
- If Total A is greater than 700 and Total B is greater than 15,000, enter total square feet of winery uses only in Worksheet A.2.11. (Additional building square footage should be entered into A.2.1 as appropriate, i.e. hotel, restaurant, retail store, etc.)

Worksheet A.2.10 Medium Winery TUMF Calculation Worksheet



Enter Total B from Worksheet A.2.9

x 1.38 =

Total C

Enter this value as (part of) the Total Gross Floor Area of Industrial Buildings in Worksheet A.2.1

Worksheet A.2.11 Large Winery TUMF Calculation Worksheet

Enter total square feet of winery uses only

x 1.38 =

Total C

Enter this value as (part of) the Total Gross Floor Area of Industrial Buildings in Worksheet A.2.1

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Worksheet A.2.12 Electric Vehicle Supply Equipment Charging Stations TUMF Calculation Worksheet

	x	14.9	=		Total C
Enter total number of publically accessible ESVE units				Enter this value as (part of) the Total Gross Floor Area of Retail Buildings in Worksheet A.2.1	

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Item 5.D

Transportation Department Activities Update

Attachment 3

Draft TUMF Improvement and Credit / Reimbursement Agreement template

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IMPROVEMENT AND CREDIT / REIMBURSEMENT AGREEMENT
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM

This **IMPROVEMENT AND CREDIT AGREEMENT** ("Agreement") is entered into this ___ day of _____, 20___, (the "Effective Date") by and between the [**INSERT "City" OR "County"] of _____, [**a California municipal corporation or a subdivision of the State of California **] ("AGENCY"), and _____, a California [**INSERT TYPE OF ENTITY - corporation, partnership, sole proprietorship or other legal entity**], with its principal place of business at [**ENTER ADDRESS**] ("Developer"). AGENCY and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, Developer owns ____ acres of real property located within the AGENCY of _____, California, which is more specifically described in the legal description set forth in Exhibit "A", attached hereto and incorporated herein by this reference ("Property");

WHEREAS, Developer has requested from AGENCY-certain entitlements and/or permits for the construction of improvements on the Property, which are more particularly described as _____ _____ _____ ("Project");

WHEREAS, the AGENCY is a member agency of the Western Riverside Council of Governments ("WRCOG"), a joint powers agency comprised of the County of Riverside and 18 cities located in Western Riverside County. WRCOG is the administrator for the Transportation Uniform Mitigation Fee ("TUMF") Program;

WHEREAS, as part of the TUMF Program, the AGENCY has adopted "Transportation Uniform Mitigation Fee Nexus Study: 2016 Update" ("2016 Nexus Study")

WHEREAS, as a condition to AGENCY's approval of the Project, AGENCY has required Developer to construct certain street and transportation system improvement(s) of regional importance ("TUMF Improvements");

WHEREAS, pursuant to the TUMF Program, the AGENCY requires Developer to pay the TUMF which covers the Developer's fair share of the costs to deliver those TUMF Improvements that help mitigate the Project's traffic impacts and burdens on the Regional System of Highways and Arterials (also known as the "TUMF Network"), generated by the Project and that are necessary to protect the safety, health and welfare of persons that travel to and from the Project using the TUMF Network;

WHEREAS, the TUMF Improvements have been designated as having Regional or Zonal Significance as further described in the 2016 Nexus Study and the 5 year Transportation Improvement Program as may be amended;

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WHEREAS, AGENCY and Developer now desire to enter into this Agreement for the following purposes: (1) to provide for the timely delivery of the TUMF Improvements, (2) to ensure that delivery of the TUMF Improvements is undertaken as if the TUMF Improvements were constructed under the direction and authority of the AGENCY, (3) to provide a means by which the Developer's costs for project delivery of the TUMF Improvements and related right-of-ways is offset against Developer's obligation to pay the applicable TUMF for the Project in accordance with the TUMF Administrative Plan adopted by WRCOG, and (4) to provide a means, subject to the separate approval of WRCOG, for Developer to be reimbursed to the extent the actual and authorized costs for the delivery of the TUMF Improvements exceeds Developer's TUMF obligation.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer and AGENCY hereby agree as follows:

TERMS

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Construction of TUMF Improvements. Developer shall construct or have constructed at its own cost, expense, and liability certain street and transportation system improvements generally described as **[INSERT TUMF IMPROVEMENTS]** _____ _____ _____ _____, and as shown more specifically on the plans, profiles, and specifications which have been or will be prepared by or on behalf of Developer and approved by AGENCY, and which are incorporated herein by this reference ("TUMF Improvements"). Construction of the TUMF Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any existing public or private improvement in conflict with the construction or installation of the TUMF Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of AGENCY and the owner of such improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary to fully and adequately complete the TUMF Improvements.

2.1 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any portion of the TUMF Improvements until all plans and specifications for the TUMF Improvements have been submitted to and approved by AGENCY. Approval by AGENCY shall not relieve Developer from ensuring that all TUMF Improvements conform with all other requirements and standards set forth in this Agreement.

2.2 Permits and Notices. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the TUMF Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the

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work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer.

2.3 Public Works Requirements. In order to insure that the TUMF Improvements will be constructed as if they had been constructed under the direction and supervision, or under the authority of, AGENCY, Developer shall comply with all of the following requirements with respect to the construction of the TUMF Improvements:

(a) Developer shall obtain bids for the construction of the TUMF Improvements, in conformance with the standard procedures and requirements of AGENCY with respect to its public works projects, or in a manner which is approved by the Public Works Department.

(b) The contract or contracts for the construction of the TUMF Improvements shall be awarded to the responsible bidder(s) submitting the lowest responsive bid(s) for the construction of the TUMF Improvements.

(c) Developer shall require, and the specifications and bid and contract documents shall require, all such contractors to pay prevailing wages (in accordance with Articles 1 and 2 of Chapter 1, Part 7, Division 2 of the Labor Code) and to otherwise comply with applicable provisions of the Labor Code, the Government Code and the Public Contract Code relating to public works projects of cities/counties and as required by the procedures and standards of AGENCY with respect to the construction of its public works projects or as otherwise directed by the Public Works Department.

(d) All such contractors shall be required to provide proof of insurance coverage throughout the term of the construction of the TUMF Improvements which they will construct in conformance with AGENCY's standard procedures and requirements.

(e) Developer and all such contractors shall comply with such other requirements relating to the construction of the TUMF Improvements which AGENCY may impose by written notification delivered to Developer and each such contractor at any time, either prior to the receipt of bids by Developer for the construction of the TUMF Improvements, or, to the extent required as a result of changes in applicable laws, during the progress of construction thereof.

Developer shall provide proof to AGENCY, at such intervals and in such form as AGENCY may require that the foregoing requirements have been satisfied as to the TUMF Improvements.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the TUMF Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The TUMF Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with AGENCY, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

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2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required, constructing the TUMF Improvements in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to TUMF Improvements. All work shall be done and the TUMF Improvements completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation it is determined that the public interest requires alterations in the TUMF Improvements, Developer shall undertake such design and construction changes as may be reasonably required by AGENCY. Any and all alterations in the plans and specifications and the TUMF Improvements to be completed may be accomplished without first giving prior notice thereof to Developer's surety for this Agreement.

3.0 Maintenance of TUMF Improvements. AGENCY shall not be responsible or liable for the maintenance or care of the TUMF Improvements until AGENCY approves and accepts them. AGENCY shall exercise no control over the TUMF Improvements until accepted. Any use by any person of the TUMF Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to AGENCY's acceptance of the TUMF Improvements. Developer shall maintain all of the TUMF Improvements in a state of good repair until they are completed by Developer and approved and accepted by AGENCY, and until the security for the performance of this Agreement is released. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by AGENCY. If Developer fails to properly prosecute its maintenance obligation under this section, AGENCY may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. AGENCY shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the TUMF Improvements or their condition prior to acceptance.

4.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of the construction of the TUMF Improvements, including, but not limited to, all plan check, design review, engineering, inspection, sewer treatment connection fees, and other service or impact fees established by AGENCY.

5.0 AGENCY Inspection of TUMF Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the TUMF Improvements, maintain reasonable and safe facilities and provide safe access for inspection by AGENCY of the TUMF Improvements and areas where construction of the TUMF Improvements is occurring or will occur.

6.0 Liens. Upon the expiration of the time for the recording of claims of liens as prescribed by Sections 8412 and 8414 of the Civil Code with respect to the TUMF Improvements,

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Developer shall provide to AGENCY such evidence or proof as AGENCY shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment to the construction of the TUMF Improvements, have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation. Rather than await the expiration of the said time for the recording of claims of liens, Developer may elect to provide to AGENCY a title insurance policy or other security acceptable to AGENCY guaranteeing that no such claims of liens will be recorded or become a lien upon any of the Property.

7.0 Acceptance of TUMF Improvements; As-Built or Record Drawings. If the TUMF Improvements are properly completed by Developer and approved by AGENCY, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, AGENCY shall be authorized to accept the TUMF Improvements. AGENCY may, in its sole and absolute discretion, accept fully completed portions of the TUMF Improvements prior to such time as all of the TUMF Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the TUMF Improvements. Upon the total or partial acceptance of the TUMF Improvements by AGENCY, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted TUMF Improvements in accordance with California Civil Code sections 8182, 8184, 9204, and 9208 ("Notice of Completion"), at which time the accepted TUMF Improvements shall become the sole and exclusive property of AGENCY without any payment therefore. Notwithstanding the foregoing, AGENCY may not accept any TUMF Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the AGENCY for all such TUMF Improvements. The drawings shall be certified and shall reflect the condition of the TUMF Improvements as constructed, with all changes incorporated therein.

8.0 Warranty and Guarantee. Developer hereby warrants and guarantees all the TUMF Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of the TUMF Improvements, for a period of one (1) year following completion of the work and acceptance by AGENCY ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the TUMF Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of AGENCY, and to the approval of AGENCY. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any TUMF Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following AGENCY's acceptance of the repaired, replaced, or reconstructed TUMF Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any TUMF Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

9.0 Administrative Costs. If Developer fails to construct and install all or any part of the TUMF Improvements, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to AGENCY for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred

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in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10.0 Default; Notice; Remedies.

10.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if AGENCY determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, AGENCY may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within five (5) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, AGENCY may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon AGENCY's issuance of the Notice, Developer and its surety shall be liable to AGENCY for all costs of construction and installation of the TUMF Improvements and all other administrative costs or expenses as provided for in this Section 10.0 of this Agreement.

10.2 Failure to Remedy; AGENCY Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to AGENCY within the time frame contained in the Notice, AGENCY may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. AGENCY's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any of the TUMF Improvements at the time of AGENCY's demand for performance. In the event AGENCY elects to complete or arrange for completion of the remaining work and the TUMF Improvements, AGENCY may require all work by Developer or its surety to cease in order to allow adequate coordination by AGENCY.

10.3 Other Remedies. No action by AGENCY pursuant to this Section 10.0 et seq. of this Agreement shall prohibit AGENCY from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. AGENCY may exercise its rights and remedies independently or cumulatively, and AGENCY may pursue inconsistent remedies. AGENCY may institute an action for damages, injunctive relief, or specific performance.

11.0 Security; Surety Bonds. Prior to the commencement of any work on the TUMF Improvements, Developer or its contractor shall provide AGENCY with surety bonds in the amounts and under the terms set forth below ("Security"). The amount of the Security shall be based on the estimated actual costs to construct the TUMF Improvements, as determined by AGENCY after Developer has awarded a contract for construction of the TUMF Improvements to the lowest responsive and responsible bidder in accordance with this Agreement ("Estimated Costs"). If AGENCY determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer or its contractor shall adjust the Security in the amount requested by

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AGENCY. Developer's compliance with this Section 11.0 et seq. of this Agreement shall in no way limit or modify Developer's indemnification obligation provided in Section 12.0 of this Agreement.

11.1 Performance Bond. To guarantee the faithful performance of the TUMF Improvements and all the provisions of this Agreement, to protect AGENCY if Developer is in default as set forth in Section 10.0 et seq. of this Agreement, and to secure the one-year guarantee and warranty of the TUMF Improvements, Developer or its contractor shall provide AGENCY a faithful performance bond in an amount which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The AGENCY may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the TUMF Improvements are accepted by AGENCY, provided that Developer is not in default on any provision of this Agreement and the total remaining security is not less than _____ (___%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 11.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement.

11.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, materialmen, and other persons furnishing labor, materials, or equipment for performance of the TUMF Improvements and this Agreement, Developer or its contractor shall provide AGENCY a labor and materials bond in an amount which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this section may be released by written authorization of AGENCY after six (6) months from the date AGENCY accepts the TUMF Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which AGENCY is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of AGENCY's anticipated administrative and legal expenses arising out of such claims.

11.3 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best rating of at least "A" and FSC-VIII, shall be licensed to do business in California, and shall be satisfactory to AGENCY. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer, its contractor or the surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by AGENCY in enforcing the obligations of this Agreement. Developer, its contractor and the surety shall stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the TUMF Improvements, or the plans and specifications for the TUMF Improvements shall in any way affect its obligation on the Security.

11.4 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "B", unless other forms are deemed acceptable by the AGENCY, and when such forms are completed to the satisfaction of AGENCY, the forms and evidence of the Security shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

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12.0 Indemnification. Developer shall defend, indemnify, and hold harmless AGENCY, the Western Riverside Council of Governments (WRCOG), their elected officials, board members, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its employees, contractors, or agents in connection with the performance of this Agreement, or arising out of or in any way related to or caused by the TUMF Improvements or their condition prior to AGENCY's approval and acceptance of the TUMF Improvements ("Claims"). This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys fees, and related costs or expenses, and the reimbursement of AGENCY, WRCOG, their elected officials, board members, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any Claim which is caused solely and exclusively by the negligence or willful misconduct of AGENCY as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by AGENCY, WRCOG, their elected officials, board members, employees, or agents.

13.0 Insurance.

13.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during performance of this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

13.1.1 General Liability. Occurrence form general liability insurance at least as broad as Insurance Services Office Form CG 00 01, or equivalent form, with an occurance limit of Two Million Dollars ($2,000,000) and aggregate limit of Four Million Dollars ($4,000,000) for bodily injury, personal injury, and property damage.

13.1.2 Business Automobile Liability. Business automobile liability insurance at least as broad as Insurance Services Office Form CA 00 01 (coverage symbol 1 – any auto), or equivalent form, with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any auto owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

13.1.3 Workers' Compensation. Workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence, at all times during which insured retains employees.

13.1.4 Professional Liability. For any consultant or other professional who will engineer or design the TUMF Improvements, liability insurance for errors and omissions with limits not less than Two Million Dollars ($2,000,000) per occurrence, shall be procured and

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maintained for a period of five (5) years following completion of the TUMF Improvements. Such insurance shall be endorsed to include contractual liability.

13.2 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by AGENCY. At the option of AGENCY, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects AGENCY, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to AGENCY guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

13.3 Additional Insured; Separation of Insureds. The Required Insurance, except for the professional liability and workers' compensation insurance, shall name AGENCY, WRCOG, their elected officials, board members, officers, employees, and agents as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including any materials, parts, or equipment furnished in connection therewith. For Required Insurance provided by Developer's contractors, WRCOG shall be added as an additional insured using ISO CG 2038 or an exact equivalent. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to AGENCY, WRCOG, their elected officials, board members, officers, employees, or agents.

13.4 Primary Insurance; Waiver of Subrogation. The Required Insurance, except for the professional liability and workers' compensation insurance shall be primary with respect to any insurance or self-insurance programs covering AGENCY, WRCOG, their elected officials, board members, officers, employees, or agents. The Required Insurance, except for the professional liability insurance, shall provide that the insurance company waives all right of recovery by way of subrogation against AGENCY and WRCOG in connection with any damage or harm covered by such policy.

13.5 Certificates; Verification. Developer and its contractors shall furnish AGENCY with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by AGENCY before work pursuant to this Agreement can begin. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

13.6 Term; Cancellation Notice. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on thirty (30) days' prior written notice to AGENCY. If such notice of cancellation endorsements are unavailable, Developer shall provide such thirty (30) days' written notice of cancellation.

13.7 Insurer Rating. Unless approved in writing by AGENCY, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least "A" and FSC-VIII.

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14.0 TUMF Credit.

14.1 Developer's TUMF Obligation. Developer hereby agrees and accepts that as of the date of this Agreement, the amount Developer is obligated to pay to AGENCY _ pursuant to Ordinance No. (insert appropriate reference for city or county) as part of the TUMF Program is **[INSERT DOLLAR VALUE OF TUMF REQUIREMENT]** _____ ($_____) ("TUMF Obligation"). This TUMF Obligation shall be initially determined under the TUMF fee schedule in effect for the AGENCY at the time the Developer submits a building permit application for the TUMF Improvement. Notwithstanding, this TUMF Obligation does not have to be paid until the Certificate of Occupancy is obtained.

14.2 Fee Adjustments. Notwithstanding the foregoing, Developer agrees that this Agreement shall not estop AGENCY from adjusting the TUMF in accordance with the provisions of Ordinance No. (insert appropriate reference for city or county).

14.3 Credit Offset Against TUMF Obligation. Pursuant to Ordinance No. (insert appropriate reference for city or county) and in consideration for Developer's obligation under this Agreement for the delivery of TUMF Improvements, credit shall be applied by AGENCY to offset the TUMF Obligation ("Credit") subject to adjustment and reconciliation under Section 14.5 of this agreement. Developer hereby agrees that the amount of the Credit shall be applied after Developer has initiated the process of project delivery of TUMF Improvements to the lowest responsible bidder in accordance with this Agreement. Developer further agrees that the dollar amount of the Credit shall be equal to the lesser of: (A) the bid amount set forth in the contract awarded to the lowest responsible bidder, or (B) the unit cost assumptions for the TUMF Improvement in effect at the time of the contract award, as such assumptions are identified and determined in the most recent TUMF Nexus Study and the TUMF Administrative Plan adopted by WRCOG ("Unit Cost Assumptions").

The bid amount and the Unit Cost Assumptions shall hereafter be collectively referred to as "Estimated Credit". At no time will the Credit exceed the Developer's TUMF Obligation. If the dollar amount of the Estimated Credit exceeds the dollar amount of the TUMF Obligation, Developer will be deemed to have completely satisfied its TUMF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.6 of this Agreement. If the dollar amount of the Estimated Credit is less than the dollar amount of the TUMF Obligation, the Developer agrees the Credit shall be applied to offset the TUMF Obligation as follows:

(i) For residential units in the Project, the Credit shall be applied to all residential units to offset and/or satisfy the TUMF Obligation. The residential units for which the TUMF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to each unit, shall be identified in the notice provided to the Developer by AGENCY pursuant to this section.

(ii) For commercial and industrial structures in the Project, the Credit shall be applied to all commercial and industrial development to offset and/or satisfy the TUMF Obligation. The commercial or industrial structure(s) for which the TUMF Obligation

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has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to such structure(s), shall be identified in the notice provided to the Developer by AGENCY pursuant to this section.

AGENCY shall provide Developer written notice of the determinations that AGENCY makes pursuant to this section, including how the Credit is applied to offset the TUMF Obligation as described above.

14.4 Verified Cost of the TUMF Improvements. Upon recordation of the Notice of Completion for the TUMF Improvements and acceptance of the TUMF Improvements by AGENCY, Developer shall submit to the AGENCY Public Works Director the information set forth in the attached Exhibit "C". The AGENCY Public Works Director, or his or her designee, shall use the information provided by Developer to calculate the total actual costs incurred by Developer in delivering the TUMF Improvements covered under this Agreement ("Verified Costs"). The AGENCY Public Works Director will use his or her best efforts to determine the amount of the Verified Costs and provide Developer written notice thereof within thirty (30) calendar days of receipt of all the required information from Developer.

14.5 Reconciliation; Final Credit Offset Against TUMF Obligation. The Developer is aware of and accepts the fact that Credits are speculative and conceptual in nature. The actual amount of Credit that shall be applied by AGENCY to offset the TUMF Obligation shall be equal to the lesser of: (A) the Verified Costs or (B) Unit Cost Assumptions for the TUMF Improvements as determined in accordance with Section 14.3 of this Agreement ("Actual Credit"). No Actual Credit will be awarded until the Verified Costs are determined through the reconciliation process. Please be advised that while a Developer may use an engineer's estimates in order to estimate Credits for project planning purposes, the Actual Credit awarded will only be determined by the reconciliation process.

(a) TUMF Balance. If the dollar amount of the Actual Credit is less than the dollar amount of the TUMF Obligation, the AGENCY Public Works Director shall provide written notice to Developer of the amount of the difference owed ("TUMF Balance") and Developer shall pay the TUMF Balance in accordance with (insert appropriate reference for city or county) to fully satisfy the TUMF Obligation (see Exhibit "F" - Example "A").

(b) TUMF Reimbursement. If the dollar amount of the Actual Credit exceeds the TUMF Obligation, Developer will be deemed to have fully satisfied the TUMF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.6 of this Agreement. AGENCY shall provide Developer written notice of the determinations that AGENCY makes pursuant to this section (see Exhibit "F" - Example "B").

(c) TUMF Overpayment. If the dollar amount of the Actual Credit exceeds the Estimated Credit, but is less than the TUMF Obligation, but the Actual Credit plus additional monies collected by AGENCY from Developer for the TUMF Obligation exceed the TUMF Obligation ("TUMF Overpayment"), Developer will be deemed to have fully satisfied the TUMF Obligation for the Project and may be entitled to a refund. The AGENCY's Public Works Director shall provide written notice to WRCOG and the Developer of the amount of the TUMF

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Overpayment and AGENCY shall direct WRCOG to refund the Developer in accordance with (insert appropriate reference for city or county) (see Exhibit "F" - Example C).

14.6 Reimbursement Agreement. If authorized under either Section 14.3 or Section 14.5 Developer may apply to AGENCY and WRCOG for a reimbursement agreement for the amount by which the Actual Credit exceeds the TUMF Obligation, as determined pursuant to Section 14.3 of this Agreement, Ordinance No. (insert appropriate reference for city or county), and the TUMF Administrative Plan adopted by WRCOG ("Reimbursement Agreement"). If AGENCY and WRCOG agree to a Reimbursement Agreement with Developer, the Reimbursement Agreement shall be executed on the form set forth in Exhibit "D," and shall contain the terms and conditions set forth therein. The Parties agree that the Reimbursement Agreement shall be subject to all terms and conditions of this Agreement, and that upon execution, an executed copy of the Reimbursement Agreement shall be attached hereto and shall be incorporated herein as a material part of this Agreement as though fully set forth herein.

15.0 Miscellaneous.

15.1 Assignment. Developer may, as set forth herein, assign all or a portion of its rights pursuant to this Agreement to a purchaser of a portion or portions of the Property ("Assignment"). Developer and such purchaser and assignee ("Assignee") shall provide to AGENCY such reasonable proof as it may require that Assignee is the purchaser of such portions of the Property. Any assignment pursuant to this Section shall not be effective unless and until Developer and Assignee have executed an assignment agreement with AGENCY in a form reasonably acceptable to AGENCY, whereby Developer and Assignee agree, except as may be otherwise specifically provided therein, to the following: (1) that Assignee shall receive all or a portion of Developer's rights pursuant to this Agreement, including such credit as is determined to be applicable to the portion of the Property purchased by Assignee pursuant to Section 14.0 et seq. of this Agreement, and (2) that Assignee shall be bound by all applicable provisions of this Agreement.

15.2 Relationship Between the Parties. The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency between or among AGENCY. WRCOG and Developer. Developer's contractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of AGENCY. This Agreement shall be interpreted and administered in a manner consistent with the TUMF Administrative Plan in effect at the time this Agreement is executed.

15.3 Warranty as to Property Ownership; Authority to Enter Agreement. Developer hereby warrants that it owns fee title to the Property and that it has the legal capacity to enter into this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

15.4 Prohibited Interests. Developer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Developer, to solicit or secure this Agreement. Developer also warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Developer, any fee,

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commission, percentage, brokerage fee, gift, or other consideration contingent upon the making of this Agreement. For breach of this warranty, AGENCY shall have the right to rescind this Agreement without liability.

15.5 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To AGENCY: [INSERT "CITY" OR "COUNTY"] OF _____
_____
_____
Fax No. (909) _____

To Developer: _____
Attn: _____
_____
_____
Fax No. (___) _____

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

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

15.7 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and contractors of Developer, except as otherwise specified in this Agreement. All references to AGENCY include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

15.9 Termination. This Agreement shall terminate 10 years after the Effective Date, unless extended in writing by the Parties. In addition, this Agreement shall terminate 5 years after the Effective Date in the event that the TUMF Improvements as specified in the Credit Agreement is not commenced within 5 years of the Effective Date..

15.9.1 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit,

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privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

15.9.2 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

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

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

15.9.5 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

15.9.6 Time is of the Essence. Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with due diligence to complete all covenants and conditions.

15.9.7 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

15.9.8 Entire Agreement. This Agreement contains the entire agreement between AGENCY and Developer and supersedes any prior oral or written statements or agreements between AGENCY and Developer.

[SIGNATURES OF PARTIES ON NEXT PAGE]

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

DEVELOPER:
[**INSERT NAME OF DEVELOPER**]

By: _____

Its: _____

ATTEST:

By: _____
Its: _____

[**INSERT "CITY" OR "COUNTY"] OF _____**]:

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

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EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

[ATTACH BEHIND THIS PAGE]

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EXHIBIT "B"

FORMS FOR SECURITY

[ATTACHED BEHIND THIS PAGE]

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BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

PERFORMANCE BOND

WHEREAS, the [INSERT "City" OR "County"] of _____ ("AGENCY") has executed an agreement with _____ (hereinafter "Developer"), requiring Developer to perform certain work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of street and transportation system improvements (hereinafter the "Work");

WHEREAS, the Work to be performed by Developer is more particularly set forth in that certain TUMF Improvement and Credit/Reimbursement Agreement dated _____, (hereinafter the "Agreement"); and

WHEREAS, the Agreement is hereby referred to and incorporated herein by this reference; and

WHEREAS, Developer or its contractor is required by the Agreement to provide a good and sufficient bond for performance of the Agreement, and to guarantee and warranty the Work constructed thereunder.

NOW, THEREFORE, we the undersigned, _____, as Principal and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the AGENCY in the sum of _____ ($_____), said sum being not less than one hundred percent (100%) of the total cost of the Work as set forth in the Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Developer and its contractors, or their heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless AGENCY, its officers, employees, and agents, as stipulated in the Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by AGENCY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Agreement or to the Work to be

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performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work.

IN WITNESS WHEREOF, we have hereto set our hands and seals this ____ day on _____, 20__.

_____
Principal

By: _____
President

_____
Surety

By: _____
Attorney-in-Fact

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE §1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signa
ture of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title of Type of Document:_____ Document Date:_____
Number of Pages: _____ Signer(s) Other Than Named Above:_____

Capacity(ies) Claimed by Signer(s)

Signer's Name:_____
☐ Corporate Officer – Title(s):_____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:_____
Signer is Representing:_____

Signer's Name:_____
☐ Corporate Officer – Title(s):_____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:_____
Signer is Representing:_____

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CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as principal in the attached bond, that _____ who signed the said bond on behalf of the principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

(Corporate Seal)

_____
Signature

_____
Date

NOTE: A copy of the power of attorney to local representatives of the bonding company may be attached hereto.

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BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

LABOR & MATERIAL BOND

WHEREAS, the [INSERT "City" OR "County"] of _____ ("AGENCY") has executed an agreement with _____ (hereinafter "Developer"), requiring Developer to perform certain work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of street and transportation system improvements (hereinafter "Work");

WHEREAS, the Work to be performed by Developer is more particularly set forth in that certain Improvement and Credit / Reimbursement Agreement dated _____, (hereinafter the "Agreement"); and

WHEREAS, Developer or its contractor is required to furnish a bond in connection with the Agreement providing that if Developer or any of his or its contractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the provisions of 3248 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, we the undersigned, _____, as Principal and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the AGENCY and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the said Work, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said Work to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid, the sum of _____ ($_____), said sum being not less than 100% of the total amount payable by Developer under the terms of the Agreement, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

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THE CONDITION OF THIS OBLIGATION IS SUCH that if Developer or its contractors, or their heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Work contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his

subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

In case legal action is required to enforce the provisions of this bond, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements and other consequential damages. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to make claims under Sections 8024, 8400, 8402, 8404, 8430, 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the Agreement or to the Work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work.

IN WITNESS WHEREOF, we have hereto set our hands and seals this ____ day on _____, 20__.

_____
Principal

By: _____
President

_____
Surety

By: _____
Attorney-in-Fact

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE §1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title of Type of Document:_____ Document Date:_____
Number of Pages: _____ Signer(s) Other Than Named Above:_____

Capacity(ies) Claimed by Signer(s)

Signer's Name:_____
☐ Corporate Officer – Title(s):_____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:_____
Signer is Representing:_____

Signer's Name:_____
☐ Corporate Officer – Title(s):_____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:_____
Signer is Representing:_____

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CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as principal in the attached bond, that _____ who signed the said bond on behalf of the principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

(Corporate Seal)

_____
Signature

_____
Date

NOTE: A copy of the power of attorney to local representatives of the bonding company may be attached hereto.

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EXHIBIT "C"

DOCUMENTATION TO BE PROVIDED TO AGENCY BY DEVELOPER FOR DETERMINATION OF CONSTRUCTION COSTS

To assist AGENCY in determining the Construction Costs for a completed TUMF Improvement, Developer shall provide the following documents to AGENCY:

1. Plans, specifications and Developer's civil engineer's cost estimate;

2. List of bidders from whom bids were requested;

3. Construction schedules and progress reports;

4. Contracts, insurance certificates and change orders with each contractor or vendor;

5. Invoices received from all vendors;

6. Canceled checks for payments made to contractors and vendors (copy both front and back of canceled checks);

7. Spreadsheet showing total costs incurred in and related to the construction of each TUMF Improvement and the check number for each item of cost and invoice;

8. Final lien releases from each contractor and vendor; and

9. Such further documentation as may be reasonably required by AGENCY to evidence the completion of construction and the payment of each item of cost and invoice.

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EXHIBIT "D"

REIMBURSEMENT AGREEMENT
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into this ___ day of _____, 20___, by and between the [INSERT "City" OR "County"] of _____, [**INSERT "a California municipal corporation" FOR CITY OR "a subdivision of the State of California" FOR COUNTY**] ("AGENCY"), and _____, a California [**INSERT TYPE OF ENTITY - corporation, partnership, sole proprietorship or other legal entity**], with its principal place of business at [**ENTER ADDRESS**] ("Developer"). AGENCY and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, AGENCY and Developer are parties to an agreement dated _____, 20___, entitled "Improvement and Credit Agreement - Transportation Uniform Mitigation Fee Program" (hereinafter "Credit Agreement");

WHEREAS, Sections 14.1 through 14.3 of the Credit Agreement provide that Developer is obligated to pay AGENCY the TUMF Obligation, as defined therein, but shall receive credit to offset the TUMF Obligation if Developer constructs and AGENCY accepts the TUMF Improvements in accordance with the Credit Agreement;

WHEREAS, Section 14.5 of the Credit Agreement provides that if the dollar amount of the credit to which Developer is entitled under the Credit Agreement exceeds the dollar amount of the TUMF Obligation, Developer may apply to AGENCY and WRCOG for a reimbursement agreement for the amount by which the credit exceeds the TUMF Obligation;

WHEREAS, Section 14.5 additionally provides that a reimbursement agreement executed pursuant to the Credit Agreement (i) shall be executed on the form attached to the Credit Agreement, (ii) shall contain the terms and conditions set forth therein, (iii) shall be subject to all terms and conditions of the Credit Agreement, and (iv) shall be attached upon execution to the Credit Agreement and incorporated therein as a material part of the Credit Agreement as though fully set forth therein; and

WHEREAS, AGENCY and WRCOG have consented to execute a reimbursement agreement with Developer pursuant to the Credit Agreement, (insert appropriate reference for city or county), and the TUMF Administrative Plan adopted by WRCOG.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

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TERMS

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Effectiveness. This Agreement shall not be effective unless and until the Credit Agreement is effective and in full force in accordance with its terms.

3.0 Definitions. Terms not otherwise expressly defined in this Agreement, shall have the meaning and intent set forth in the Credit Agreement.

4.0 Amount of Reimbursement. Subject to the terms, conditions, and limitations set forth in this Agreement, the Parties hereby agree that Developer is entitled to receive the dollar amount by which the Actual Credit exceeds the dollar amount of the TUMF Obligation as determined pursuant to the Credit Agreement, (insert appropriate reference for city or county), and the TUMF Administrative Plan adopted by WRCOG ("Reimbursement").The Reimbursement shall be subject to verification by WRCOG. AGENCY and Developer shall provide any and all documentation reasonably necessary for WRCOG to verify the amount of the Reimbursement. The Reimbursement shall be in an amount not exceeding [INSERT DOLLAR AMOUNT] ("Reimbursement Amount"). AGENCY shall be responsible for obtaining the Reimbursement Amount from WRCOG and transmitting the Reimbursement Amount to the Developer. In no event shall the dollar amount of the Reimbursement exceed the difference between the dollar amount of all credit applied to offset the TUMF Obligation pursuant to Section 14.3, 14.4, and 14.5 of the Credit Agreement, and one hundred (100%) of the approved unit awarded, as such assumptions are identified and determined in the Nexus Study and the TUMF Administrative Plan adopted by WRCOG.

5.0 Payment of Reimbursement; Funding Contingency. The payment of the Reimbursement Amount shall be subject to the following conditions:

5.1 Developer shall have no right to receive payment of the Reimbursement unless and until (i) the TUMF Improvements are completed and accepted by AGENCY in accordance with the Credit Agreement, (ii) the TUMF Improvements are scheduled for funding pursuant to the five-year Transportation Improvement Program adopted annually by WRCOG, (iii) WRCOG has funds available and appropriated for payment of the Reimbursement amount.

5.2 Developer shall not be entitled to any interest or other cost adjustment for any delay between the time when the dollar amount of the Reimbursement is determined and the time when payment of the Reimbursement is made to Developer by WRCOG through AGENCY.

6.0 Affirmation of Credit Agreement. AGENCY and Developer represent and warrant to each other that there have been no written or oral modifications or amendments of the Credit Agreement, except by this Agreement. AGENCY and Developer ratify and reaffirm each and every one of their respective rights and obligations arising under the Credit Agreement. AGENCY and Developer represent and warrant that the Credit Agreement is currently an effective, valid, and binding obligation.

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7.0 Incorporation Into Credit Agreement. Upon execution of this Agreement, an executed original of this Agreement shall be attached as Exhibit "D" to the Credit Agreement and shall be incorporated therein as a material part of the Credit Agreement as though fully set forth therein.

8.0 Terms of Credit Agreement Controlling. Each Party hereby affirms that all provisions of the Credit Agreement are in full force and effect and shall govern the actions of the Parties under this Agreement as though fully set forth herein and made specifically applicable hereto, including without limitation, the following sections of the Credit Agreement: Sections 10.0 through 10.3, Section 12.0, Sections 13.0 through 13.7, Sections 14.0 through 14.6, and Sections 15.0 through 15.17.

[SIGNATURES OF PARTIES ON NEXT PAGE]

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

_____
("Developer")

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

[INSERT "City" OR "County") of _____

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

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EXHIBIT "E"

TUMF CREDIT / REIMBURSEMENT ELIGIBILITY PROCESS

1. Prior to the construction of any TUMF Improvement, Developer shall follow the steps listed below:

(a) Prepare a separate bid package for the TUMF Improvements.

(b) The plans, cost estimate, specifications and contract document shall require all contractors to pay prevailing wages and to comply with applicable provisions of the Labor Code, Government Code, and Public Contract Code relating to Public Works Projects.

(c) Bids shall be obtained and processed in accordance with the formal public works bidding requirements of the AGENCY.

(d) The contract(s) for the construction of TUMF Improvements shall be awarded to the lowest responsible bidder(s) for the construction of such facilities in accordance with the AGENCY's requirements and guidelines.

(e) Contractor(s) shall be required to provide proof of insurance coverage throughout the duration of the construction.

2. Prior to the determination and application of any Credit pursuant to a TUMF Improvement and Credit Agreement executed between AGENCY and Developer ("Agreement"), Developer shall provide the AGENCY and WRCOG with the following:

(a) Copies of all information listed under Item 1 above.

(b) Surety Bond, Letter of Credit, or other form of security permitted under the Agreement and acceptable to the AGENCY and WRCOG, guaranteeing the construction of all applicable TUMF Improvements.

3. Prior to the AGENCY's acceptance of any completed TUMF Improvement, and in order to initiate the construction cost verification process, the Developer shall comply with the requirements as set forth in Sections 7, 14.2 and 14.3 of the Agreement, and the following conditions shall also be satisfied:

(a) Developer shall have completed the construction of all TUMF Improvements in accordance with the approved Plans and Specifications.

(b) Developer shall have satisfied the AGENCY's inspection punch list.

(c) After final inspection and approval of the completed TUMF Improvements, the AGENCY shall have provided the Developer a final inspection release letter.

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(d) AGENCY shall have filed a Notice of Completion with respect to the TUMF Improvements pursuant to Section 3093 of the Civil Code with the County Recorder's Office, and provided a copy of filed Notice of Completion to WRCOG.

(e) Developer shall have provided AGENCY a copy of the As-Built plans for the TUMF Improvements.

(f) Developer shall have provided AGENCY copies of all permits or agreements that may have been required by various resource/regulatory agencies for construction, operation and maintenance of any TUMF Improvements.

(g) Developer shall have submitted a documentation package to the AGENCY to determine the final cost of the TUMF Improvements, which shall include at a minimum, the following documents related to the TUMF Improvements:

(i) Plans, specifications, and Developer's Civil Engineer's cost estimates; or Engineer's Report showing the cost estimates.

(ii) Contracts/agreements, insurance certificates and change orders with each vendor or contractor.

(iii) Invoices from all vendors and service providers.

(iv) Copies of cancelled checks, front and back, for payments made to contractors, vendors and service providers.

(v) Final lien releases from each contractor and vendor (unconditional waiver and release).

(vi) Certified contract workers payroll for AGENCY verification of compliance with prevailing wages.

(vii) A total cost summary, in spreadsheet format (MS Excel is preferred) and on disk, showing a breakdown of the total costs incurred. The summary should include for each item claimed the check number, cost, invoice numbers, and name of payee. See attached sample for details. [ATTACH SAMPLE, IF APPLICABLE; OTHERWISE DELETE REFERENCE TO ATTACHED SAMPLE

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Item 5.D

Transportation Department Activities Update

Attachment 4

Reimbursement Agreement with the City of Moreno Valley for the Planning and Engineering Phases of the Heacock Street Widening

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TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
PLANNING (PA&ED) AND ENGINEERING (PS&E) PHASES

HEACOCK STREET (SAN MICHELE ROAD TO HARLEY KNOX BOULEVARD)

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into as of this date_ _____ by and between the Western Riverside Council of Governments ("WRCOG"), a California joint powers authority and the CITY OF MORENO VALLEY, a California municipal corporation ("AGENCY"). WRCOG and AGENCY are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

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

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

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

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

AGREEMENT

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

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

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

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed **Six Hundred Eleven Thousand Dollars ($611,000.00)** to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein ("Funding Amount"). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study ("Maximum TUMF Share"), as may be amended from time to time.

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

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

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

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

(b) Review and Reimbursement by WRCOG. Upon receipt of an invoice from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. Undisputed amounts shall be paid by WRCOG to the AGENCY within thirty (30) days. In the event that WRCOG disputes the eligibility of the AGENCY for reimbursement of all or a portion of an invoiced amount, the Parties shall meet

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

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

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

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

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

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

AGENCY shall not be obligated to repay TUMF Program Funds to WRCOG relating solely to PA&ED phase work performed for the Project.

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

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

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

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

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

15. Termination.

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

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

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

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

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

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

18. Indemnification.

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

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

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

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

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

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

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

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

(iii) Contain standard separation of insured provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to AGENCY:
City of Moreno Valley
Public Works Department
ATTN: Public Works Director
PO Box 88005
Moreno Valley, CA 92552-0805
Telephone: (951) 413-3100
Facsimile: (951) 413-3170

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By:_____ Date:_____

Rick Bishop
Executive Director

Approved to Form:

By:_____ Date:_____

Steven C. DeBaun
General Counsel

CITY OF MORENO VALLEY

By: _____ Date:_____

Michelle Dawson
City Manager

Approved to Form:

By:_____ Date:_____

Martin D. Koczanowicz
City Attorney

EXHIBIT "A"

SCOPE OF WORK

The Project scope consists of environmental documentation, completion of preliminary engineering, and project approvals (PA&ED); and plans, specifications, and estimate (PS&E) preparation. Right-of-way acquisition and utility relocation services are under separate reimbursement agreement. Reimbursement for additional funds needed for unfunded or underfunded phases will be addressed in a future amendment.

The purpose of the overall project is to close a gap in traffic circulation in the area to alleviate congestion, upgrade alignment to current standards, and enhance response times. The purpose of the project will be achieved, in general, by building the missing connection of Heacock Street from San Michele Road to Harley Knox Boulevard, a distance of approximately 0.7 miles. The street currently has two lanes in a sub-standard alignment from San Michele Road to Storm Drain Lateral "B" and no lanes from Lateral "B" to Harley Knox Boulevard. The street may be built at a minimum two (2) through lanes and maximum four (4) through lanes depending upon traffic need, March Air Reserve Base (MARB) easement restrictions, and funding.

The overall scope of work consists of the following: 1) connecting and aligning a street with associated bicycle lanes, shoulders, and sidewalks as required, 2) connecting to a future intersection or roundabout at the south end within the City of Perris, 3) installing and modifying signals and installing interconnect, 4) installing drainage, 5) installing a bridge/culvert crossing at one location, 6) utility relocations, 7) provision for roadside protection/erosion control, 8) street lighting as required and allowed by MARB, and 9) related work as required. All work will be performed in accordance with the guidelines and standards of the City of Moreno Valley (City), the City of Perris, and MARB, as appropriate to their respective jurisdictions along the project.

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

EXHIBIT "A-1"

ESTIMATE OF COST

Phase	TUMF	LOCAL	TOTAL
PA&ED	150,000	0	150,000
PS&E	461,000	0	461,000
RIGHT OF WAY **	311,000**	0	311,000**
CONSTRUCTION*	TBD	TBD	9,000,000*
TOTAL	922,000		9,922,000

***currently unfunded; estimate to be updated during PS&E**

****Separate Reimbursement Agreement**

EXHIBIT "A-2"

PROJECT SCHEDULE

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	September 2018	$150,000	
PS&E	March 2019	$461,000	
RIGHT OF WAY	December 2018	$311,000	Separate Reimbursement Agreement
CONSTRUCTION	TBD	$9,000,000	Estimate to be updated during PS&E
TOTAL		$9,922,000	

Elements of Compensation

EXHIBIT "B"

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. For professional services, WRCOG recommends that the AGENCY incorporate this Exhibit "B-1" into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the AGENCY and ultimately to WRCOG for reimbursement of AGENCY contractor costs.

2. Each month the AGENCY shall submit an invoice for eligible Project costs incurred during the preceding month. The original invoice shall be submitted to WRCOG's Executive Director with a copy to WRCOG's Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-2".

3. For jurisdictions with large construction projects (with the total construction cost exceeding $10 million) under construction at the same time, may with the approval of WRCOG submit invoices to WRCOG for payment at the same time they are received by the jurisdiction. WRCOG must receive the invoice by the 5th day of the month in order to process the invoice within 30 days. WRCOG will retain 10% of the invoice until all costs have been verified as eligible and will release the balance at regular intervals not more than quarterly and not less than semi-annually. If there is a discrepancy or ineligible costs that exceed 10% of the previous invoice WRCOG will deduct that amount from the next payment.

4. Each invoice shall include documentation from each contractor used by the AGENCY for the Project, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or subcontractor for the month and for the entire Project to date. Samples of acceptable task level documentation and progress reports are attached as Exhibits "B-4" and "B-5". All documentation from the Agency's contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-3".

5. If the AGENCY is seeking reimbursement for direct expenses incurred by AGENCY staff for eligible Project costs, the AGENCY shall provide the same level of information for its labor and any expenses as required of its contractors pursuant to Exhibit "B" and its attachments.

6. Charges for each task and milestone listed in Exhibit "A" shall be listed separately in the invoice.

7. Each invoice shall include a certification signed by the AGENCY Representative or his or her designee which reads as follows:

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

Signed _____

Title _____

Date _____

Invoice No. _____

8. WRCOG will pay the AGENCY within 30 days after receipt by WRCOG of an invoice. If WRCOG disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.

9. The final payment under this Agreement will be made only after: (I) the AGENCY has obtained a Release and Certificate of Final Payment from each contractor or subcontractor used on the Project; (ii) the AGENCY has executed a Release and Certificate of Final Payment; and (iii) the AGENCY has provided copies of each such Release to WRCOG.

EXHIBIT "B-1"
[Sample for Professional Services]

For the satisfactory performance and completion of the Services under this Agreement, Agency will pay the Contractor compensation as set forth herein. The total compensation for this service shall not exceed (_____INSERT WRITTEN DOLLAR AMOUNT___) ($___INSERT NUMERICAL DOLLAR AMOUNT___) without written approval of Agency's City Manager [or applicable position] ("Total Compensation").

1. ELEMENTS OF COMPENSATION.

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

1.1 DIRECT LABOR COSTS.

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

1.1.1 DIRECT SALARY COSTS

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

1.1.2 MULTIPLIER

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

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

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

1.1.2.3 Overhead Costs _____

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

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

1.2 FIXED FEE.

1.2.1 The fixed fee is $_____.

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

1.3 ADDITIONAL DIRECT COSTS.

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

Rates for identified Additional Direct Costs are as follows:

ITEM	REIMBURSEMENT RATE
	[___insert charges___]
Per Diem	$ /day
Car mileage	$ /mile
Travel	$ /trip
Computer Charges	$ /hour
Photocopies	$ /copy
Blueline	$ /sheet
LD Telephone	$ /call
Fax	$ /sheet
Photographs	$ /sheet

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

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.

2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Contractor's adjustments to individual compensation. The Contractor shall notify Agency in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

POSITION OR CLASSIFICATION	RANGE OF HOURLY RATES
[___sample___]	
Principal	$ .00 - $ .00/hour
Project Manager	$ .00 - $ .00/hour
Sr. Engineer/Planner	$ .00 - $ .00/hour
Project Engineer/Planner	$ .00 - $ .00/hour
Assoc. Engineer/Planner	$ .00 - $ .00/hour
Technician	$ .00 - $ .00/hour
Drafter/CADD Operator	$ .00 - $ .00/hour
Word Processor	$ .00 - $ .00/hour

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

3. INVOICING.

3.1 Each month the Contractor shall submit an invoice for Services performed during the preceding month. The original invoice shall be submitted to Agency's Executive Director with two (2) copies to Agency's Project Coordinator.

3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by Agency's Representative.

3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Services, shall be listed separately. The charges for each individual assigned by the Contractor under this Agreement shall be listed separately on an attachment to the invoice.

3.4 A charge of $500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to Agency such as invoices, telephone logs, etc.

3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.

3.6 If applicable, each invoice shall indicate payments to DBE subcontractors or supplies by dollar amount and as a percentage of the total invoice.

3.7 Each invoice shall include a certification signed by the Contractor's Representative or an officer of the firm which reads as follows:

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

Signed _____

Title _____

Date _____

Invoice No. _____

4. PAYMENT

4.1 Agency shall pay the Contractor within four to six weeks after receipt by Agency of an original invoice. Should Agency contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.

4.2 The final payment for Services under this Agreement will be made only after the Contractor has executed a Release and Certificate of Final Payment.

EXHIBIT B-2
Sample Cover Letter to WRCOG

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

Re: Project Title - Invoice #__

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

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

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

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

By: _____
Name
Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

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

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

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

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

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

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

By: _____
Name
Title

EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)

EXHIBIT B-5
Sample Progress Report

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

A. Activities and Work Completed during Current Work Periods

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

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

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

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Item 5.D

Transportation Department Activities Update

Attachment 5

Reimbursement Agreement with the City of Moreno Valley for the Right-of-Way Phase of the Heacock Street Widening

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TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
RIGHT-OF-WAY PHASE

HEACOCK STREET (SAN MICHELE ROAD TO HARLEY KNOX BOULEVARD)

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into as of this date _____, by and between the Western Riverside Council of Governments ("WRCOG"), a California joint powers authority and the CITY OF MORENO VALLEY, a California municipal corporation ("AGENCY"). WRCOG and AGENCY are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

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

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

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

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

AGREEMENT

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

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

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

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed **Three Hundred Eleven Thousand Dollars ($311,000.00)** to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein ("Funding Amount"). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study ("Maximum TUMF Share"), as may be amended from time to time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Termination.

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

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

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

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

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

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

18. Indemnification.

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

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

in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of WRCOG.

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

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

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

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

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

(iii) Contain standard separation of insured provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to AGENCY:
City of Moreno Valley
Public Works Department
ATTN: Public Works Director
PO Box 88005
Moreno Valley, CA 92552-0805
Telephone: (951) 413-3100
Facsimile: (951) 413-3170

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By:_____ Date:_____

Rick Bishop
Executive Director

Approved to Form:

By:_____ Date:_____

Steven C. DeBaun
General Counsel

CITY OF MORENO VALLEY

By: _____ Date:_____

Michelle Dawson
City Manager

Approved to Form:

By:_____ Date:_____

Martin D. Koczanowicz
City Attorney

EXHIBIT "A"

SCOPE OF WORK

The Project scope consists of right-of-way acquisition and utility relocation phase services. Environmental documentation, preliminary engineering, and final engineering are under a separate agreement. Reimbursement for additional funds needed for unfunded or underfunded phases will be addressed in a future amendment.

The purpose of the overall project is to close a gap in traffic circulation in the area to alleviate congestion, upgrade alignment to current standards, and enhance response times. The purpose of the project will be achieved, in general, by building the missing connection of Heacock Street from San Michele Road to Harley Knox Boulevard, a distance of approximately 0.7 miles. The street currently has two lanes in a sub-standard alignment from San Michele Road to Storm Drain Lateral "B" and no lanes from Lateral "B" to Harley Knox Boulevard. The street may be built at a minimum two (2) through lanes and maximum four (4) through lanes depending upon traffic need, March Air Reserve Base (MARB) easement restrictions, and funding.

The scope of work consists of the following: 1) right of way acquisition, 2) utility relocation, and 3) related work. All work will be performed in accordance with the guidelines and standards of the City of Moreno Valley (City), the City of Perris, and MARB, as appropriate to their respective jurisdictions along the project.

This Reimbursement Agreement is for the Right-of-Way Phase (ROW) only.

EXHIBIT "A-1"

ESTIMATE OF COST

Phase	TUMF	LOCAL	TOTAL
PA&ED	150,000**	0	150,000**
PS&E	461,000**	0	461,000**
RIGHT OF WAY	311,000	0	311,000
CONSTRUCTION*	TBD	TBD	9,000,000*
TOTAL	922,000		9,922,000

***currently unfunded; estimate to be updated during PS&E**

****Separate Reimbursement Agreement**

EXHIBIT "A-2"

PROJECT SCHEDULE

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	September 2018	$150,000	Separate Reimbursement Agreement
PS&E	March 2019	$461,000	Separate Reimbursement Agreement
RIGHT OF WAY	December 2018	$311,000	
CONSTRUCTION	TBD	$9,000,000	Estimate to be updated during PS&E
TOTAL		$9,922,000	

Elements of Compensation

EXHIBIT "B"

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. For professional services, WRCOG recommends that the AGENCY incorporate this Exhibit "B-1" into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the AGENCY and ultimately to WRCOG for reimbursement of AGENCY contractor costs.

2. Each month the AGENCY shall submit an invoice for eligible Project costs incurred during the preceding month. The original invoice shall be submitted to WRCOG's Executive Director with a copy to WRCOG's Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-2".

3. For jurisdictions with large construction projects (with the total construction cost exceeding $10 million) under construction at the same time, may with the approval of WRCOG submit invoices to WRCOG for payment at the same time they are received by the jurisdiction. WRCOG must receive the invoice by the 5th day of the month in order to process the invoice within 30 days. WRCOG will retain 10% of the invoice until all costs have been verified as eligible and will release the balance at regular intervals not more than quarterly and not less than semi-annually. If there is a discrepancy or ineligible costs that exceed 10% of the previous invoice WRCOG will deduct that amount from the next payment.

4. Each invoice shall include documentation from each contractor used by the AGENCY for the Project, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or subcontractor for the month and for the entire Project to date. Samples of acceptable task level documentation and progress reports are attached as Exhibits "B-4" and "B-5". All documentation from the Agency's contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-3".

5. If the AGENCY is seeking reimbursement for direct expenses incurred by AGENCY staff for eligible Project costs, the AGENCY shall provide the same level of information for its labor and any expenses as required of its contractors pursuant to Exhibit "B" and its attachments.

6. Charges for each task and milestone listed in Exhibit "A" shall be listed separately in the invoice.

7. Each invoice shall include a certification signed by the AGENCY Representative or his or her designee which reads as follows:

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

Signed _____

Title _____

Date _____

Invoice No. _____

8. WRCOG will pay the AGENCY within 30 days after receipt by WRCOG of an invoice. If WRCOG disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.

9. The final payment under this Agreement will be made only after: (I) the AGENCY has obtained a Release and Certificate of Final Payment from each contractor or subcontractor used on the Project; (ii) the AGENCY has executed a Release and Certificate of Final Payment; and (iii) the AGENCY has provided copies of each such Release to WRCOG.

EXHIBIT "B-1"
[Sample for Professional Services]

For the satisfactory performance and completion of the Services under this Agreement, Agency will pay the Contractor compensation as set forth herein. The total compensation for this service shall not exceed (_____INSERT WRITTEN DOLLAR AMOUNT___) ($___INSERT NUMERICAL DOLLAR AMOUNT___) without written approval of Agency's City Manager [or applicable position] ("Total Compensation").

1. ELEMENTS OF COMPENSATION.

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

1.1 DIRECT LABOR COSTS.

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

1.1.1 DIRECT SALARY COSTS

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

1.1.2 MULTIPLIER

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

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

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

1.1.2.3 Overhead Costs _____

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

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

1.2 FIXED FEE.

1.2.1 The fixed fee is $_____.

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

1.3 ADDITIONAL DIRECT COSTS.

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

Rates for identified Additional Direct Costs are as follows:

ITEM	REIMBURSEMENT RATE
	[___insert charges___]
Per Diem	$ /day
Car mileage	$ /mile
Travel	$ /trip
Computer Charges	$ /hour
Photocopies	$ /copy
Blueline	$ /sheet
LD Telephone	$ /call
Fax	$ /sheet
Photographs	$ /sheet

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

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.

2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Contractor's adjustments to individual compensation. The Contractor shall notify Agency in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

POSITION OR CLASSIFICATION	RANGE OF HOURLY RATES
[___sample___]	
Principal	$ .00 - $ .00/hour
Project Manager	$ .00 - $ .00/hour
Sr. Engineer/Planner	$ .00 - $ .00/hour
Project Engineer/Planner	$ .00 - $ .00/hour
Assoc. Engineer/Planner	$ .00 - $ .00/hour
Technician	$ .00 - $ .00/hour
Drafter/CADD Operator	$ .00 - $ .00/hour
Word Processor	$ .00 - $ .00/hour

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

3. INVOICING.

3.1 Each month the Contractor shall submit an invoice for Services performed during the preceding month. The original invoice shall be submitted to Agency's Executive Director with two (2) copies to Agency's Project Coordinator.

3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by Agency's Representative.

3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Services, shall be listed separately. The charges for each individual assigned by the Contractor under this Agreement shall be listed separately on an attachment to the invoice.

3.4 A charge of $500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to Agency such as invoices, telephone logs, etc.

3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.

3.6 If applicable, each invoice shall indicate payments to DBE subcontractors or supplies by dollar amount and as a percentage of the total invoice.

3.7 Each invoice shall include a certification signed by the Contractor's Representative or an officer of the firm which reads as follows:

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

Signed _____

Title _____

Date _____

Invoice No. _____

4. PAYMENT

4.1 Agency shall pay the Contractor within four to six weeks after receipt by Agency of an original invoice. Should Agency contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.

4.2 The final payment for Services under this Agreement will be made only after the Contractor has executed a Release and Certificate of Final Payment.

EXHIBIT B-2
Sample Cover Letter to WRCOG

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

Re: Project Title - Invoice #__

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

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

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

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

By: _____
Name
Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

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

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

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

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

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

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

By: _____
Name
Title

EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)

EXHIBIT B-5
Sample Progress Report

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

A. Activities and Work Completed during Current Work Periods

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

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

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

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Western Riverside Council of Governments
Executive Committee

Staff Report

Subject: **Presentation on IEGO: Investing in Inclusive Growth and Opportunity in the Inland Region of Riverside and San Bernardino Counties**

Contact: **Jennifer Ward, Director of Government Relations, jward@wrcog.us, (951) 955-0186**

Date: **December 4, 2017**

The purpose of this item is to *inform the Executive Committee on the IEGO effort.*

Requested Action:

1. Receive and file.

This item is reserved for a presentation from Lou Monville, Project Manager, and Karthick Ramakrishnan, Associate Dean of Public Policy, UC Riverside, on the Inland Economic Growth & Opportunity (IEGO) effort, entitled "Investing in inclusive Growth and Opportunity in the Inland Region of Riverside and San Bernardino Counties."

Overview

Private- and public-sector leaders from Riverside and San Bernardino counties have catalyzed an effort to forge a strategic agenda for advancing inclusive growth and opportunity that will benefit residents of both counties and put the region on the path to a more prosperous and secure future. This strategic agenda will endeavor to lift thousands out of poverty and broaden local access to opportunity by investing in better pathways to good jobs, improving educational outcomes, inspiring the region's brightest young people to stay, and strengthening civic infrastructure necessary to address emerging opportunities. The effort to shape this agenda will span one-year, beginning in June 2017. It is led and informed by a diverse set of stakeholders and expert who represent the residents and institutions of both counties.

Background

The metropolitan region of Riverside and San Bernardino Counties, also known as the "Inland Empire," or "Inland Southern California," has historically been a place where individuals and families have come to seek good jobs, establish better lives, and pursue more prosperous futures. The availability of undeveloped land, combined with a low cost of living compared to the rest of California, has led to decades of rapid growth.

However, the region is struggling to deliver growth that provides opportunities for working families to reach the middle class. The region's economy provides relatively few pathways to good jobs that provide stable, family-sustaining wages and economic security. Other social and environmental factors further confound access to opportunity and imperil the region's future prosperity. These challenges and the lingering impact of the Great Recession have fueled a narrative for the region as one beset by problems.

Yet this region also boasts many advantages that it can leverage to secure a more prosperous and inclusive future for its residents – if its leaders are intentional. Over the years, various city, county and regional agencies have created plans to leverage these advantages to benefit their immediate service areas. But there has

never been a cohesive strategy to address shared challenges and advance inclusive growth and opportunity throughout the entire region.

Today, the region has reached a point in its evolution at which its leaders must together begin framing its future directions and develop a broadly shared, concrete strategy to realize this vision.

Recognizing this, leaders from the private and public sectors in Riverside and San Bernardino Counties have come together in the last year to catalyze a concerted effort to develop a strategic agenda for advancing inclusive growth and opportunity. Local leaders have organized committees and a core team of professionals to oversee and execute this effort. These committees comprise a diverse set of stakeholders from the region's county and municipal governments, corporations and business groups, labor groups, civic and community enterprises, higher education institutions, philanthropy, the media, and other organizations. Additionally, experts and staff from the Brookings Institution Metropolitan Policy Program will provide research and technical support to inform and advise the effort.

For more information, visit www.inlandgrowth.com.

Prior Action:

None.

Fiscal Impact:

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

Attachment:

1. PowerPoint Presentation by IEGO.

Item 5.E

Presentation on IEGO: Investing in Inclusive Growth and Opportunity in the Inland Region of Riverside and San Bernardino Counties

Attachment 1

PowerPoint Presentation on IEGO

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IEGO
Inland Economic Growth & Opportunity

Investing in Inclusive Growth and Opportunity

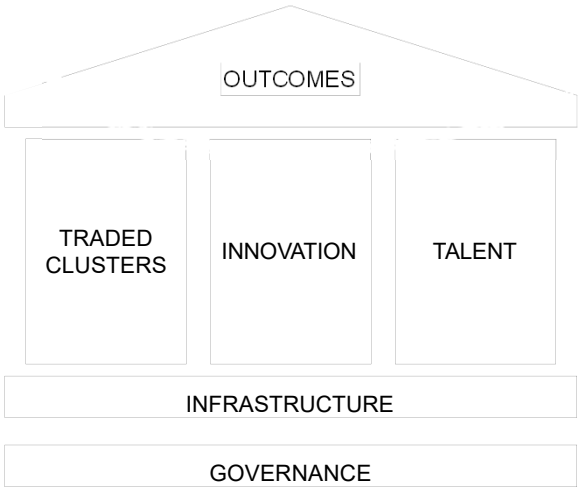
IN THE INLAND REGION OF RIVERSIDE AND SAN BERNARDINO COUNTIES

Presentation by Karthick Ramakrishnan
Associate Dean of Public Policy, UCR
Research Lead, IEGO

Western Riverside Council of Governments
December 4, 2017

www.inlandgrowth.com

Understanding regional economic strengths and weaknesses



1

The Inland Region's growth and rising prosperity obscure potential risk factors

2

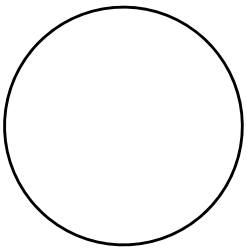
A large portion of Inland Region residents struggle to make ends meet

3

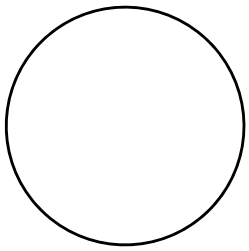
Reconciling these risks and challenges through Opportunity Industries

Measuring economic progress in the Inland Region

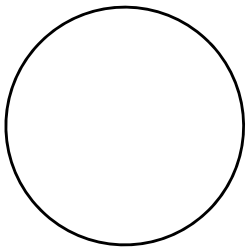
GROWTH



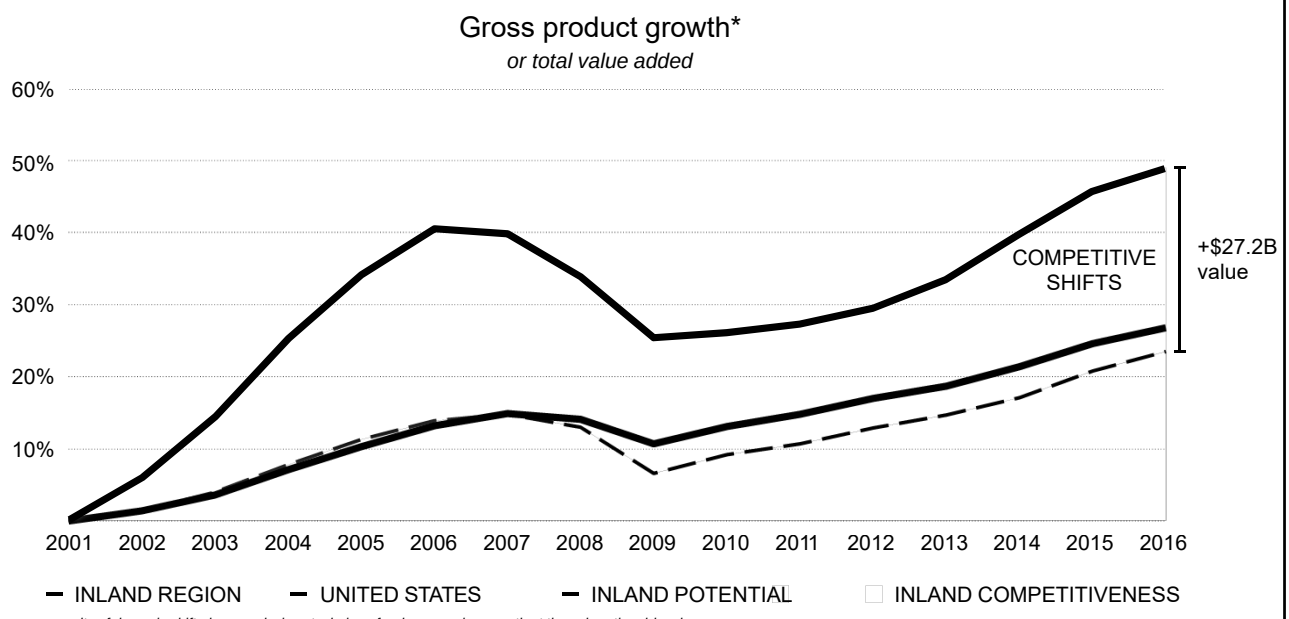
PROSPERITY



INCLUSION

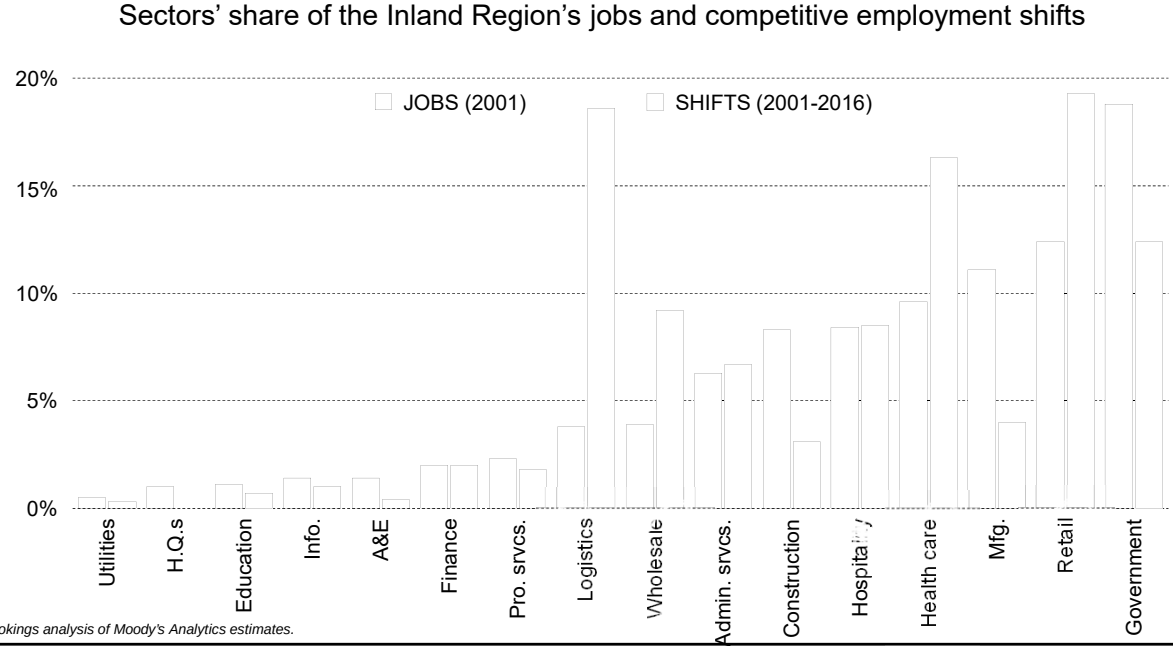


The Inland region's economy has grown faster than the nation's



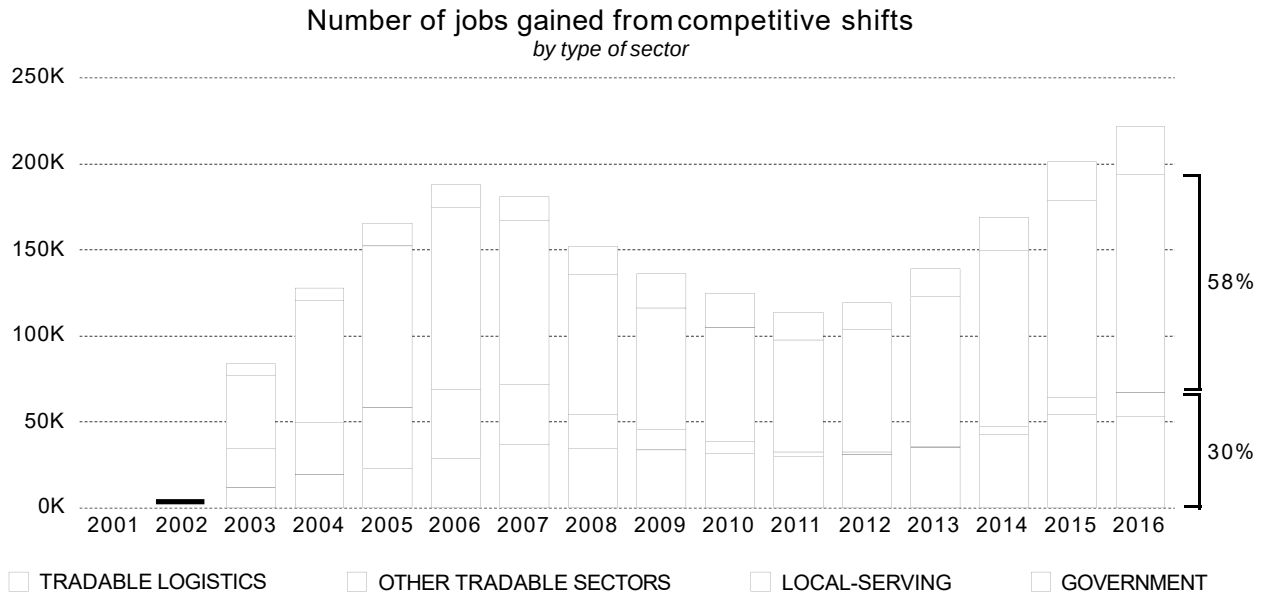
** This chart conveys results of dynamic shift-share analysis, a technique for decomposing growth at the sub-national level.*
Source: Brookings analysis of Moody's Analytics estimates.

The region's competitive shifts are concentrated in a few sectors



Source: Brookings analysis of Moody's Analytics estimates.

Logistics has fueled 80 percent of tradable sectors' competitive shifts



** This chart conveys results of dynamic shift-share analysis, a technique for decomposing growth at the sub-national level.*
Source: Brookings analysis of Moody's Analytics estimates and U.S. Clusters Mapping Project of Harvard Business School data.

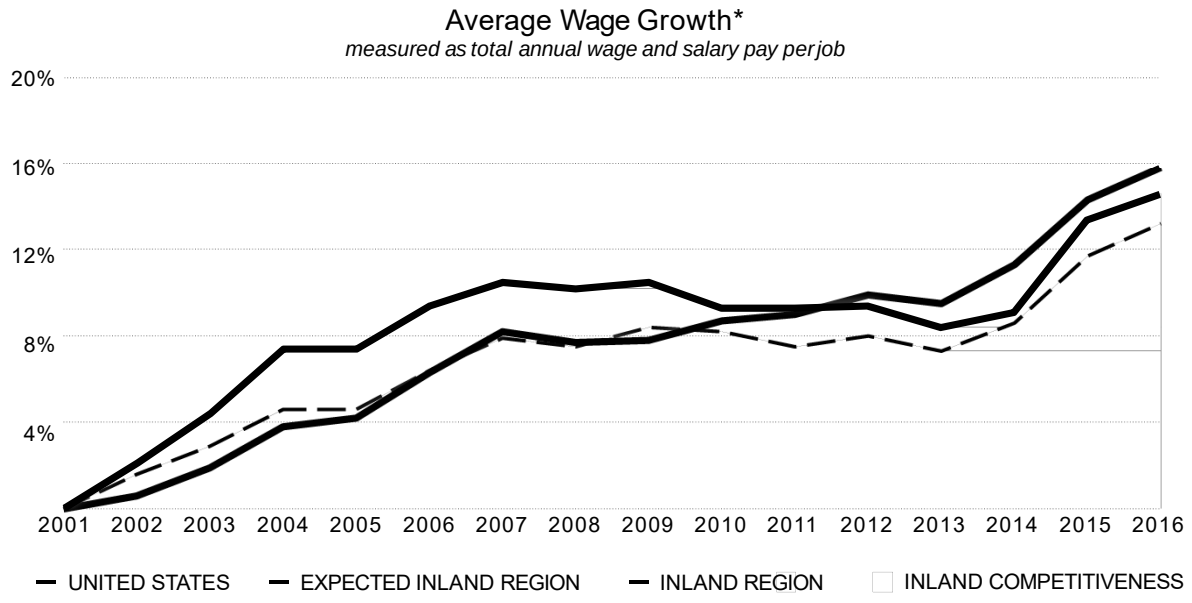
Measuring economic progress in the Inland Region

GROWTH

PROSPERITY

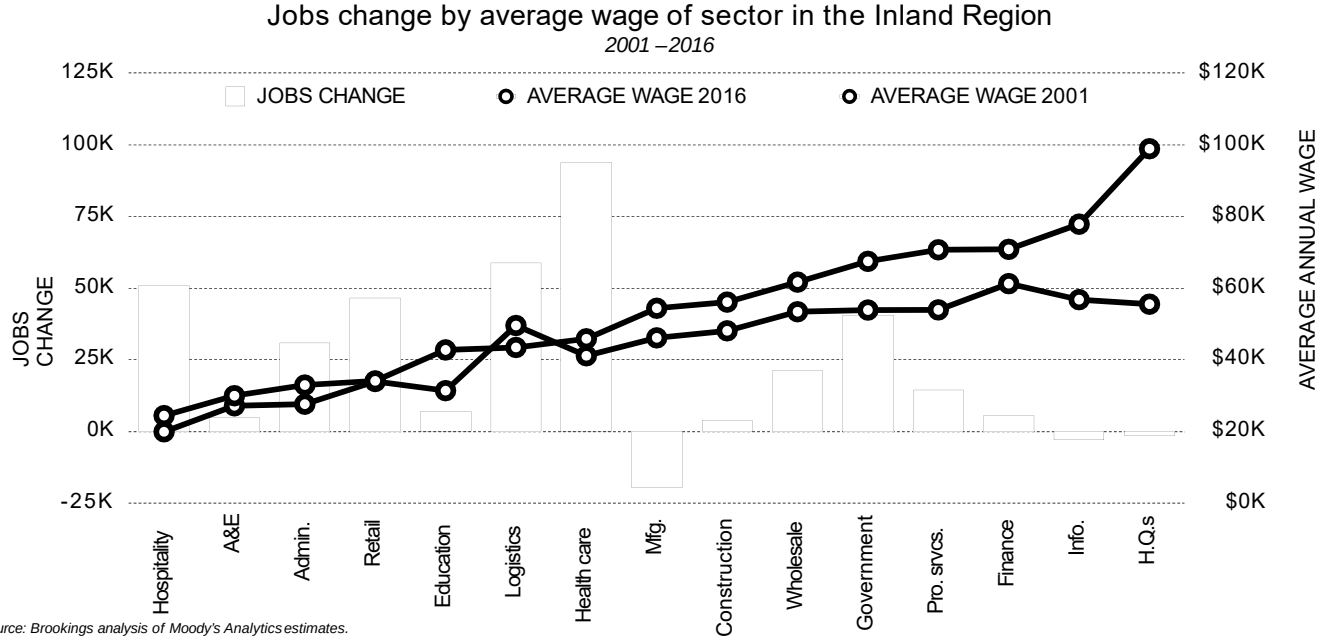
INCLUSION

Despite its growth, the region's prosperity has improved slower than the nation's



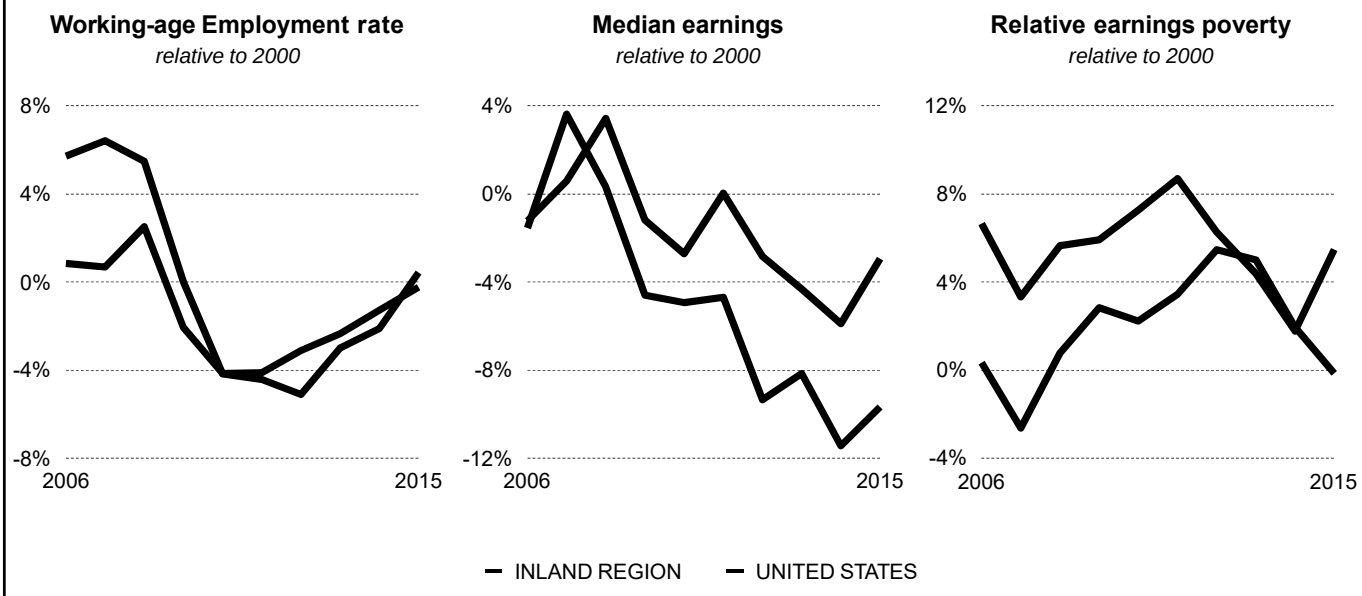
** This chart conveys results of dynamic shift-share analysis, a technique for decomposing growth at the sub-national level. "Competitiveness" captures industry shifts.*
Source: Brookings analysis of Moody's Analytics estimates.

Low-paying sectors have fueled the region's growth



Source: Brookings analysis of Moody's Analytics estimates.

Meanwhile, inclusion outcomes are no better than they were in 2000



Source: Brookings analysis of US Decennial Census and American Community Survey 1-year estimates.

Inclusion: Key findings

STRUGGLING FAMILIES

1 Over 45 percent of the Inland Region's residents belong to families whose income excluding government transfers does not meet their needs

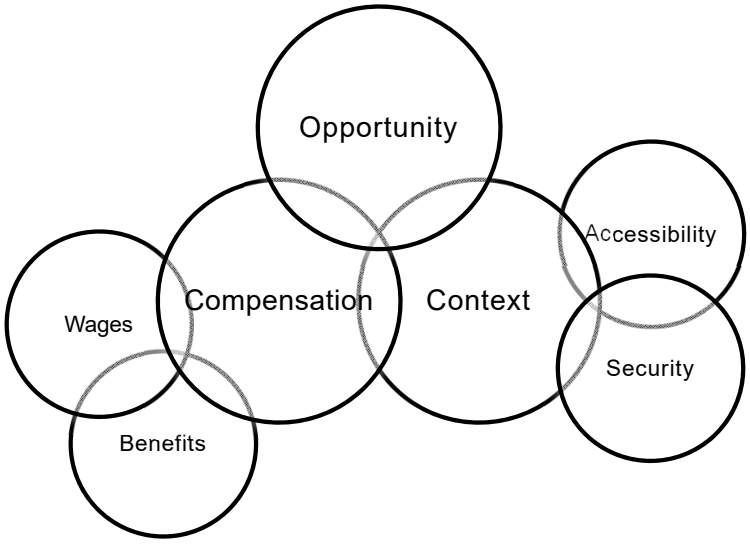
2 Half the people in these struggling families are working-age adults, nearly two-thirds of whom support families with children

3 Struggling working-age adults are disproportionately young people of color, many of whom lack post-secondary credentials

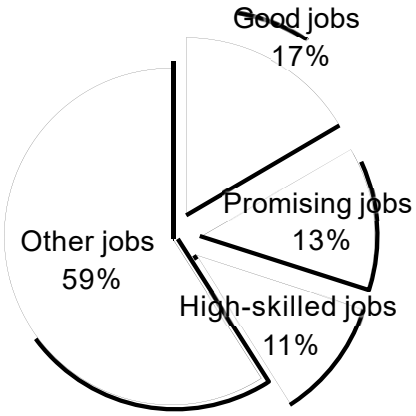
4 Most struggling working-age adults have skills and experience to offer employers yet struggle to find jobs that pay family-supporting wages

Opportunity Industries

A novel approach to identifying “good jobs”



Low-paying or dead-end jobs outnumber those that offer opportunity



Opportunity jobs

Good jobs:
- Pay family-supporting wages of over $18.00 per hour for target population
- Provide full-time employment of at least 35 hours per week
- Provide employer-sponsored health insurance
- *Are accessible to sub-baccalaureate workers*

Promising jobs:
- Currently pay target population less than family-supporting wage of $18.00 per hour
- Lead to a "good job" that meets the above criteria, including a family-supporting wage within 10 years
- *Are accessible to sub-baccalaureate workers*

High-skilled opportunity jobs:
- Meet "good job" or "promising job" criteria
- Are not accessible to sub-baccalaureate workers

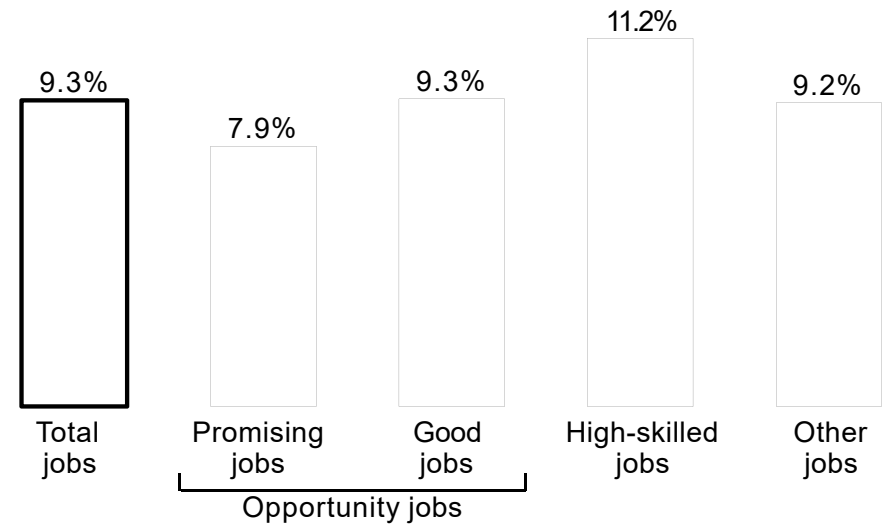
Other jobs:
- Do not satisfy at least one of the criteria for good, promising, or high-skilled opportunity jobs.

Source: Brookings analysis.

Jobs that provide pathways to opportunity are projected to grow most slowly

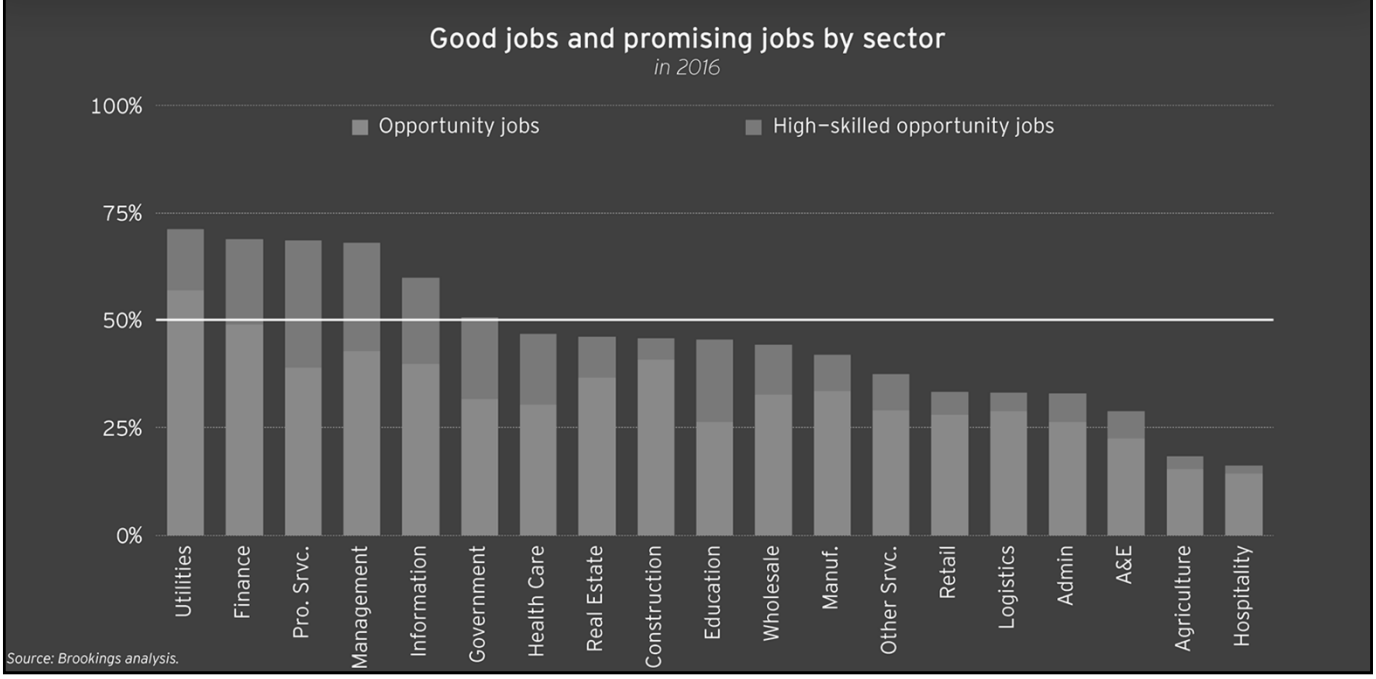
Projected rate of job growth, 2016 to 2027

by type of job

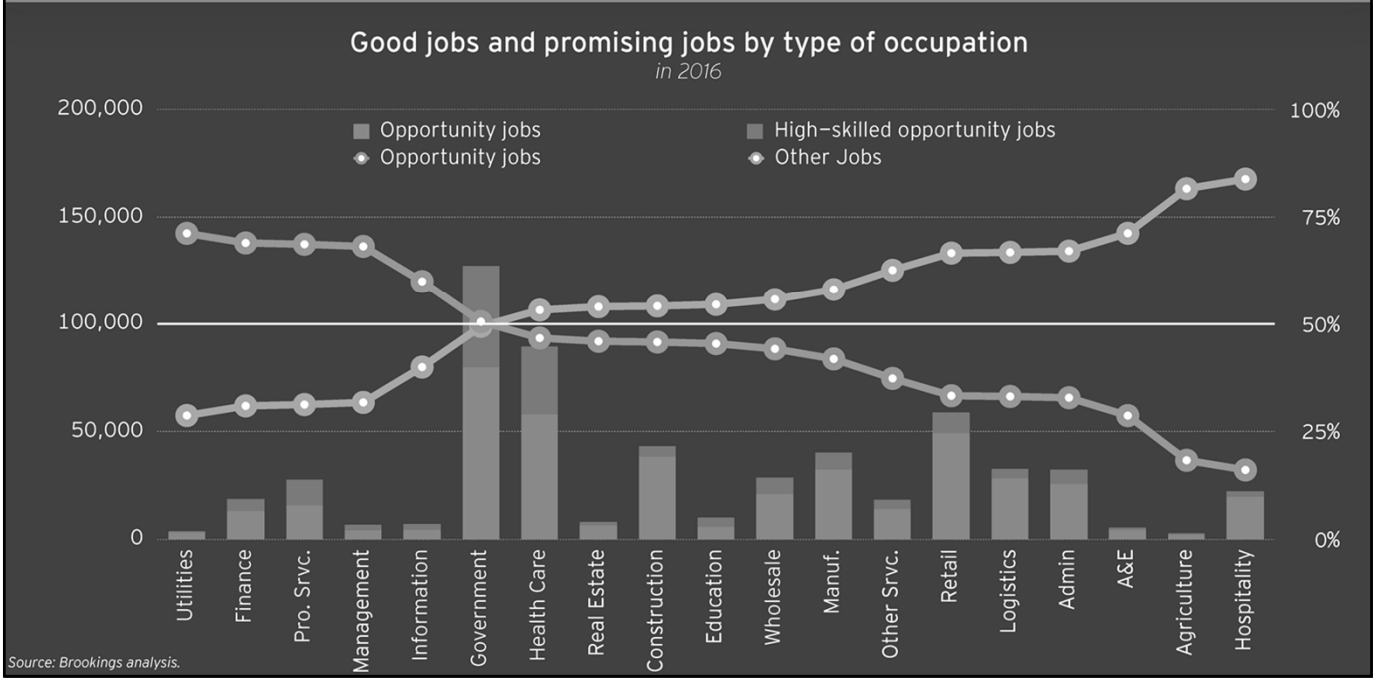


Source: Brookings analysis.

A few sectors concentrate a majority of local pathways to opportunity



However, some sectors that concentrate pathways to opportunity offer few jobs



Key findings

OPPORTUNITY INDUSTRIES

1. The Inland Region currently offers too few pathways to opportunity to serve a meaningful portion of struggling working age adults
2. If recent trends continue, the Inland Region will grow pathways to opportunity more slowly than other types of jobs
3. Yet the Inland Region has advantages it can build upon to grow and improve pathways to opportunity for pre-baccalaureate workers
4. The Inland Region will need to scale new and existing initiatives to educate and train its workforce for jobs that lead to opportunity

Potential implications

INVESTING IN GROWTH AND OPPORTUNITY

1. **GROW** pathways to opportunity in industries, sectors, and clusters that concentrate good jobs and promising jobs for sub-baccalaureate workers
2. **IMPROVE** the quality of jobs in all sectors, especially those that provide few pathways to opportunity, so that more jobs can offer opportunity
3. **EDUCATE** working-age adults who head struggling families so that they can more easily obtain jobs that provide reliable pathways to opportunity
4. **CONNECT** working-age adults who head struggling families with opportunities to obtain education, training, and good and promising jobs