



Western Riverside Council of Governments Administration & Finance Committee

AGENDA

**Wednesday, September 13, 2023
12:00 PM**

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

Committee members are asked to attend this meeting in person unless remote accommodations have previously been requested and noted on the agenda. The below Zoom link is provided for the convenience of members of the public, presenters, and support staff.

[Public Zoom Link](#)

Meeting ID: 865 3539 6915

Passcode: 060613

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

In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if special assistance is needed to participate in the Administration & Finance Committee meeting, please contact WRCOG at (951) 405-6702. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility at the meeting. In compliance with Government Code Section 54957.5, agenda materials distributed within 72 hours prior to the meeting which are public records relating to an open session agenda item will be available for inspection by members of the public prior to the meeting at 3390 University Avenue, Suite 200, Riverside, CA, 92501.

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

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

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

1. CALL TO ORDER (Chris Barajas, Chair)

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PUBLIC COMMENTS

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

5. CONSENT CALENDAR

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

A. Action Minutes from the August 9, 2023, Administration & Finance Committee Meeting

Requested Action(s): 1. Approve the Action Minutes from the August 9, 2023, Administration & Finance Committee meeting.

B. Approval of Administration & Finance Committee Meeting Schedule for 2024

Requested Action(s): 1. Approve the schedule of Administration & Finance Committee meetings for 2024.

6. REPORTS / DISCUSSION

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

A. Professional Services Agreement with Yunex, LLC, for Streetlight Operations & Maintenance

Requested Action(s):

1. Recommend that the Executive Committee award a Professional Services Agreement to Yunex, LLC, for Streetlight Operations & Maintenance pursuant to Request for Proposals Number 23-02.
2. Recommend that the Executive Committee authorize the Executive Director to execute a Professional Services Agreement, subject to legal counsel's and participating member agencies' review and approval, with Yunex, LLC, for Streetlight Operations & Maintenance,
3. Recommend that the Executive Committee authorize the Executive Director execute the Letters regarding the Professional Services Agreement, subject to legal counsel's and participating member agencies' review and approval, with member agencies in the Regional Streetlight Program and Yunex, LLC, for Streetlight Operations & Maintenance,
4. Recommend that the Executive Committee authorize the Executive Director to execute a First Amendment to the

Implementation Agreements, subject to legal counsel's and member agencies' review and approval, with participating member agencies in the Regional Streetlight Program.

B. California Air Resources Board Grant Opportunity: Regional Zero Emissions Vehicle Deployment Support and Toolkit

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

C. Advocacy Ad Hoc Committee Update

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

7. REPORT FROM THE COMMITTEE CHAIR

Chris Barajas, City of Jurupa Valley

8. REPORT FROM THE EXECUTIVE DIRECTOR

Dr. Kurt Wilson

9. ITEMS FOR FUTURE AGENDAS

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

10. GENERAL ANNOUNCEMENTS

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

11. NEXT MEETING

The next Administration & Finance Committee meeting is scheduled for Wednesday, October 11, 2023, at 12:00 p.m., in WRCOG's office at 3390 University Avenue, Suite 200, Riverside.

12. ADJOURNMENT

Administration & Finance Committee

Action Minutes

1. CALL TO ORDER

The meeting of the WRCOG Administration & Finance Committee was called to order by Chair Chris Barajas at 12:03 p.m. on August 9, 2023, in WRCOG's office.

2. PLEDGE OF ALLEGIANCE

Committee member Joseph Morabito led the Committee members and guests in the Pledge of Allegiance.

3. ROLL CALL

- City of Corona - Jacque Casillas
- City of Eastvale - Christian Dinco
- City of Jurupa Valley - Chris Barajas
- City of Lake Elsinore - Brian Tisdale
- City of Perris - Rita Rogers
- City of San Jacinto - Crystal Ruiz
- City of Wildomar - Joseph Morabito
- County, District 2 - Karen Spiegel
- Western Water - Brenda Dennstedt

Absent:

- City of Norco - Kevin Bash
- County, District 3 - Chuck Washington

4. PUBLIC COMMENTS

There were no public comments.

5. CONSENT CALENDAR (Western Water / Corona) 9 yes; 0 no; 1 abstention. Items 5.A and 5.B were approved. District 2 abstained from item 5.A only.

A. Summary Minutes from the June 14, 2023, Administration & Finance Committee Meeting

Action:

1. Approved the Summary Minutes from the June 14, 2023, Administration & Finance Committee meeting.

B. Finance Department Activities Update

Action:

1. Received and filed.

6. REPORTS / DISCUSSION

A. REAP SRP 1.0 & 2.0 Housing Activities Update

Actions:

1. Received and filed.

7. REPORT FROM THE COMMITTEE CHAIR

Chair Barajas reported that the current WRCOG Bylaws do not stipulate who can become a member, the requirements to become a member, or how to join. The Committee should expect a future discussion on this subject.

8. REPORT FROM THE EXECUTIVE DIRECTOR

Dr. Kurt Wilson reported that the current rules do not always match what the Administration & Finance Committee actually does in person, in terms of items that get brought forth to the Committee for it to act upon. This topic will be presented to ensure the Committee's actions line up with the rules.

9. ITEMS FOR FUTURE AGENDAS

2nd Vice-Chair Brenda Dennstedt asked for a discussion on the policies and legislative platforms that the Committee supports. She suggested sending out letters to the State legislators and putting WRCOG's support towards certain matters. She is especially concerned with water bill SB 366, which will affect California water for all.

10. GENERAL ANNOUNCEMENTS

There were no general announcements.

11. NEXT MEETING

The next Administration & Finance Committee meeting is scheduled for Wednesday, September 13, 2023, at 12:00 p.m., in WRCOG's office.

12. ADJOURNMENT

The meeting was adjourned at 12:51 p.m.



Western Riverside Council of Governments Administration & Finance Committee

Staff Report

Subject: Approval of Administration & Finance Committee Meeting Schedule for 2024
Contact: Chris Gray, Deputy Executive Director, cgray@wrcog.us, (951) 405-6710
Date: September 13, 2023

Recommended Action(s):

1. Approve the schedule of Administration & Finance Committee meetings for 2024.

Summary:

All Administration & Finance Committee meeting dates are proposed for the 2nd Wednesday of the month at 12:00 p.m.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to approve the schedule of Administration & Finance Committee meetings for 2024. This aligns with Goal #4 of the 2022-2027 Strategic Plan (Communicate proactively about the role and activities of the Council of Governments).

Discussion:

Following are the proposed 2024 meeting dates for the Administration & Finance Committee.

Committee	Day	Time	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Administration & Finance	2nd Wednesday	12:00 p.m.	DARK	14	13	10	8	12	DARK	14	11	9	13	11

Prior Action(s):

None.

Financial Summary:

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

Attachment(s):

None.



Western Riverside Council of Governments Administration & Finance Committee

Staff Report

Subject: Professional Services Agreement with Yunex, LLC, for Streetlight Operations & Maintenance

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

Date: September 13, 2023

Recommended Action(s):

1. Recommend that the Executive Committee award a Professional Services Agreement to Yunex, LLC, for Streetlight Operations & Maintenance pursuant to Request for Proposals Number 23-02.
2. Recommend that the Executive Committee authorize the Executive Director to execute a Professional Services Agreement, subject to legal counsel's and participating member agencies' review and approval, with Yunex, LLC, for Streetlight Operations & Maintenance,
3. Recommend that the Executive Committee authorize the Executive Director execute the Letters regarding the Professional Services Agreement, subject to legal counsel's and participating member agencies' review and approval, with member agencies in the Regional Streetlight Program and Yunex, LLC, for Streetlight Operations & Maintenance,
4. Recommend that the Executive Committee authorize the Executive Director to execute a First Amendment to the Implementation Agreements, subject to legal counsel's and member agencies' review and approval, with participating member agencies in the Regional Streetlight Program.

Summary:

The Regional Streetlight Program currently provides services to nine local government agencies in WRCOG's jurisdiction, including streetlight operations & maintenance services, project management, and as-needed technical assistance, for smart streetlight technologies, such as traffic sensors, and as-needed support for broadband initiatives or projects. Currently, WRCOG has a Professional Services Agreement with Yunex, LLC (known as Yunex Traffic), formerly Siemens, to provide streetlight retrofit and operations & maintenance services to the agencies participating in the Regional Streetlight Program. This existing Agreement with Yunex Traffic will expire on December 1, 2023.

On July 12, 2023, WRCOG released Request for Proposals Number 23-02 seeking a provider for streetlight operations & maintenance services for the agencies participating in the Regional Streetlight Program. This item is seeking a recommendation by the Administration & Finance Committee to the Executive Committee to award a Professional Services Agreement to Yunex, LLC, to continue providing these services.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to secure an agreement with Yunex, LLC, that would provide streetlight

operations & maintenance services to member agencies participating in the Regional Streetlight Program. The Administration & Finance Committee is being ask to recommend that the Executive Committee approve an agreement with Yunex, LLC.

This item relates to WRCOG's Strategic Plan Goal #5 (Develop projects and programs that improve infrastructure and sustainable development in our region).

Discussion:

Background

At the direction of the Executive Committee, WRCOG developed a Regional Streetlight Program that assisted 11 local agencies with purchasing and retrofitting their streetlights to LED luminaires in order to provide more economic operations (i.e., lower maintenance costs and reduced energy use). Local control of the streetlight system also provides agencies the opportunity to implement smart city technologies such as traffic sensors, and telecommunications equipment such as small cells that support 5G connectivity. In order to identify and elaborate on these new opportunities related to smart cities and broadband, WRCOG developed a Smart Streetlights Implementation Plan and Broadband Assessment.

On December 18, 2017, WRCOG entered into a Professional Services Agreement with Siemens Industry Inc., Intelligent Traffic Systems to provide streetlight retrofit, operations & maintenance (O&M) services for all agencies participating in the Regional Streetlight Program for a term ending on December 1, 2022, with two additional 1-year terms, and a not-to-exceed Compensation amount of \$5,913,073. Member agencies in the Regional Streetlight Program that wanted to receive these streetlight retrofit and O&M services had to execute an Implementation Agreement with WRCOG, and an Appendix to the Professional Services Agreement between WRCOG, Siemens, and the member agency.

On October 27, 2021, WRCOG consented to the transfer of the contract pertaining to Siemens' Intelligent Traffic Systems (ITS) business to Yunex, LLC, due to the worldwide carve-out of the ITS business into a separate business entity under the new brand name Yunex Traffic. To date, the Regional Streetlight Program successfully assisted 10 participating agencies to purchase and retrofit over 50,000 streetlights to LED luminaires, saving the agencies over 17.4 Gigawatt-hours (GWh) in annual energy consumption and over \$70M over 20 years in utility costs. Currently, the Regional Streetlight Program provides participating agencies with streetlight O&M services, project management for street lighting, and technical assistance for smart cities and broadband-related initiatives.

Present Situation

The current Amended & Restated Professional Services Agreement with Yunex, LLC, formerly Siemens, expires on December 1, 2023. On July 12, 2023, WRCOG released Request for Proposals (RFP) 23-02 seeking a qualified contractor to provide streetlight O&M services to the nine participating member agencies in the Regional Streetlight Program, which account for over 36,000 streetlights. The RFP was posted on WRCOG's Planet Bids portal where over 108 vendors were notified of the bid opportunity, and remained open for three weeks. Prospective vendors were notified based on the following categories: Department of Industrial Relations, electrical and other wiring, facilities support services, all other specialty trade contractors, and other government support. During the RFP process, four prospective bidders were identified and only one question was received. By the submittal deadline on August 2, 2023, only one bid was received from Yunex Traffic.

WRCOG staff convened a Bid Review Committee by inviting representatives from each member agency in the Regional Streetlight Program to participate in the bid evaluations and interview. WRCOG staff (Program Manager for the Regional Streetlight Program) and four representatives from the Cities of Hemet, Lake Elsinore, and Menifee, and the Jurupa Community Services District (JCSD) reviewed and provided comments on Yunex Traffic's bid. Additionally, WRCOG staff and two representatives from the City of Menifee and JCSD conducted an interview with Yunex Traffic to clarify any questions that member agencies had on the bid. In the subsequent days after the interview, WRCOG staff coordinated with Yunex Traffic to clarify any additional questions from the member agencies as well as to clarify the Scope of Work and compensation rates.

Yunex Traffic's bid includes a similar scope of work as the current agreement, including Routine and Extraordinary, Emergency, and After-Hours Maintenance, as well as updated compensation rates. Services provided under the Routine maintenance schedule are compensated on a per-light, per-month rate and include services such as fixture replacement via warranty claims, replacement of long-life photocells, fuses, fuse holders, and hand hole covers, troubleshooting for up to two hours during a service call for failed streetlight, and a quarterly night check of all agency-owned streetlights. Additionally, services provided under the Extraordinary, Emergency, and After-Hours Maintenance schedules are compensated on a time and material (T&M) rate based on the Labor and Equipment rates in the bid, which include LED retrofits and installation of pole identification tags for cobra-head and decorative style streetlights, responding to pole knockdowns and replacement of the pole, and miscellaneous services such as pull box lid and overhead wiring replacement, underground service alert (USA) Dig Alert services, pole painting and graffiti abatement. Moreover, upon award of a contract, Yunex Traffic will provide items at no-additional cost such as a 24/7 call center and dispatch that can receive service calls from the member agencies, WRCOG, or the public, access to an online Customer Portal and Service Business Platform, which is a proprietary management system designed to effectively manage and track all service order progress, materials used, location history, and event reporting as work is performed. Furthermore, in lieu of a per-light, per-month rate for routine maintenance services, Yunex Traffic has also agreed to provide all services from their bid based on T&M rates should a member agency prefer to take an on-call maintenance approach for all work completed.

WRCOG staff have coordinated with representatives from all member agencies participating in the Regional Streetlight Program to gather any comments they may have regarding Yunex Traffic's bid and to gather any feedback or requirements they may want to include in the Professional Services Agreement with Yunex Traffic. Understanding that the member agencies are the customers of and recipients of services provided by Yunex Traffic, WRCOG staff wanted to make sure that representatives from the member agencies had a chance to provide any feedback and give their approval for WRCOG to move forward with the award of a Professional Services Agreement to Yunex Traffic. Additionally, staff are working with member agencies to identify a term length and not-to-exceed contract amount. The goal is for the new agreement with Yunex Traffic to commence on December 1, 2023, so that a seamless transition occurs and a lapse of service is avoided.

To move forward, WRCOG has developed a draft Professional Services Agreement (Attachment 1), a draft letter regarding the Professional Services Agreement that will be between WRCOG, Yunex, LLC, and each member agency (Attachment 2), and the First Amendment to the Implementation Agreement between WRCOG and each member agency (Attachment 3). While WRCOG is seeking its Committees' approvals, staff will also be working with each member agency to provide them with these draft Agreements and related documents such as Scopes of Work and budgetary information.

Between September 2023 and November 2023, staff will assist representatives from the member agencies to develop staff reports, presentations, finalize the Agreements, and agendaize those items at their respective City Council or Board meetings to seek approval of the Agreements. As such, the draft Agreements provided in this Staff Report are the first drafts and are subject to review and approval by each member agency and WRCOG's legal counsel. As the member agencies approve the Agreements, WRCOG staff will concurrently seek its Committees' approval so that by the end of November 2023 all member agencies and WRCOG's Executive Committee have approved the Agreements.

Prior Action(s):

April 3, 2023: The Executive Committee approved the Third Amendment with Yunex, LLC, to exclude extraordinary O&M costs from the not-to-exceed amount in the Agreement.

November 7, 2022: The Executive Committee approved Amendment No. 2 to the Amended & Restated Professional Services Agreement and Amendment No. 2 to Appendices 1-5, 7-9, and 11 to the Amended & Restated Professional Services Agreement between WRCOG and Yunex, LLC and the Member Agency to extend the Agreement one year to December 1, 2023, for streetlight operation and maintenance services.

October 2, 2017: The Executive Committee directed the Executive Director, subject to legal counsel review and approval, to enter into a contract agreement with Siemens Industry, Inc., Intelligent Traffic Systems, for regional streetlight retrofit and ongoing operations & maintenance services in an amount not to exceed \$5,913,073 over a five-year contract period.

Financial Summary:

The fees associated with the operations & maintenance of streetlights for WRCOG's member agencies participating in the Regional Streetlight Program are paid by the members of the program; however, the money flows through WRCOG as a pass-through payment from the members to Yunex.

Attachment(s):

[Attachment 1 - Draft Professional Services Agreement - Streetlight Operations and Maintenance](#)

[Attachment 2 - Member agency letters regarding the PSA between WRCOG and Yunex](#)

[Attachment 3 - First Amendment to the Implementation Agreement with member agencies](#)

Attachment

Draft Professional Services
Agreement with Yunex LLC -
Streetlight Operations and
Maintenance

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

1. PARTIES AND DATE.

This Agreement is made and entered into this day _____ of _____, 20____, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG"), and **Yunex, LLC**, a **[INSERT TYPE OF ENTITY]** ("Consultant"). WRCOG and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Lease Agreement.

Banc of America Leasing & Capital, LLC (together with its successors and assigns, "Lessor") entered into an Equipment Lease/Purchase Agreement with each of the Member Agencies (as defined herein) in order to finance the acquisition, installation and retrofitting of streetlights within the Member Agency's jurisdiction (as amended, the "Lease Agreement"). The Parties expressly hereby agree that the Lease Agreement is not being incorporated into this Agreement and shall not be deemed a part of this Agreement.

- City of Perris
- City of San Jacinto
- City of Wildomar

2.2 Member Agency.

"Member Agency" means any and all member agencies participating in WRCOG's street light program in accordance with an Implementation Agreement. The following local agencies are Member Agencies for the purposes of this Agreement:

- City of Eastvale
- City of Hemet
- City of Lake Elsinore
- City of Menifee
- City of Murrieta
- City of Perris
- City of San Jacinto
- City of Wildomar
- Jurupa Community Services District

2.3 Incorporated Documents.

2.2.1 Request for Proposal. The Request for Proposal No. **XX-XX** ("RFP") issued by WRCOG on _____ and the Consultant's response to the RFP dated _____ are incorporated herein by this reference.

2.2.2 Appendices and Exhibits. Each Member Agency shall execute its own Appendix, which shall cover the following for that Member Agency: Scope of Services (Exhibit A), Schedule of Services (Exhibit B), and Compensation (Exhibit C). The following Appendices, including their Exhibits, are attached hereto and incorporated herein by this reference:

- Appendix 1 – City of Eastvale
- Appendix 2 – City of Hemet
- Appendix 3 – Jurupa Community Services District
- Appendix 4 – City of Lake Elsinore
- Appendix 5 – City of Menifee
- Appendix 6 – City of Murrieta
- Appendix 7 – City of Perris
- Appendix 8 – City of San Jacinto
- Appendix 9 – City of Wildomar

2.4 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by WRCOG and its Member Agencies on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **LED streetlight installation and ongoing operations and maintenance of street light systems** is licensed in the State of California, and is familiar with the plans of WRCOG and its Member Agencies.

2.5 Project.

WRCOG desires to engage Consultant to render such professional services for the **installation of LED street lights and the ongoing operations and maintenance of the street light systems for Member Agencies** ("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 and the applicable Member Agencies all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the **LED street light installation and ongoing operations and maintenance of street light systems** necessary for the Project ("Services"). The Services are more particularly described in the RFP and in Exhibit "A" to each Appendix 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 Appendices and 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 , 2023 to , 2028, 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.

3.1.3 Assignability of Agreement. WRCOG reserves the right to assign this Agreement to other entities, subject to prior written approval from the relevant Member Agency with respect to an assignment of its respective Appendix. Assignment(s) will be subject to the same terms and conditions included in this Agreement. Other entities shall negotiate the pricing for the Services and supplies with the Consultant and include necessary provisions for

management of their specific projects. WRCOG shall have no responsibility for the Consultant's performance under any assignments.

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 or any Member Agency 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 for WRCOG and the applicable Member Agency expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" to each Appendix attached hereto and incorporated herein by reference. Consultant understands and agrees that in the event that the schedule for delivery of Services to any Member Agency, as identified in Exhibit "B" to any Appendix, is delayed, for any reason whatsoever including through the fault of WRCOG or the Member Agency, the delay shall not be used as a reason for delay on the part of the Contractor in meeting the schedule for delivery of Services to any other Member Agency. 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 and the applicable Member Agency shall respond to Consultant's submittals in a timely manner. Upon request of WRCOG or any Member Agency, 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 and the applicable Member Agency.

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: **[INSERT NAME(S)]**.

[INSERT NAME(S) OF KEY PERSONNEL]

3.2.5 WRCOG's Representative. WRCOG hereby designates **Daniel Soltero** 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 **[INSERT NAME]**, or his or her designee, to act as its Representative for the performance of this Agreement (“Consultant’s Representative”). Consultant’s Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant’s Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures, and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

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

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the

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

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

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

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$5,000,000 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*: \$5,000,000 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 \$5,000,000 per accident for bodily injury or disease.

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

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

(A) General Liability.

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

Property Damage; and (9) Independent Consultants Coverage.

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

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

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

(B) Automobile Liability.

(i) The automobile liability policy shall be endorsed to state that: (1) WRCOG, its Member Agencies, and WRCOG's and its Member Agencies' 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 Member Agencies, and WRCOG's and its Member Agencies' 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 Member Agencies, and WRCOG and its Member Agencies' Directors, officials, officers, employees, agents, and volunteers shall be in excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage.

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

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

(D) All Coverages. Defense costs shall be payable in addition to the limits set forth hereunder. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to WRCOG, its Member Agencies, and WRCOG and its Member Agencies' Directors, officials, officers, employees, volunteers and agents as additional insureds under said policies. Furthermore, the

requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater.

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

(ii) Consultant shall provide WRCOG at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to WRCOG at least ten (10) days prior to the effective date of cancellation or expiration.

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

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

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

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

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection

afforded to WRCOG, its Member Agencies, and WRCOG's and its Member Agencies' directors, officials, officers, employees, agents, and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by WRCOG. Consultant shall guarantee that, at the option of WRCOG, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects WRCOG, its Member Agencies, and WRCOG's and its Member Agencies' 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 of no less than A:VII, licensed to do business in California, and satisfactory to WRCOG and each member Agency.

3.2.10.8 Verification of Coverage. Consultant shall furnish WRCOG and each Member Agency with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to WRCOG. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by WRCOG if requested. All certificates and endorsements must be received and approved by WRCOG before work commences. WRCOG reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Sub-consultant Insurance Requirements. Consultant shall not allow any sub-contractors or sub-consultants to commence work on any sub-contract until they have provided evidence satisfactory to WRCOG that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such sub-contractors or sub-consultants shall be endorsed to name WRCOG, its Member Agencies, and WRCOG's and its Member Agencies' directors, officers, officials, employees, agents and volunteers as an additional insured using ISO Form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, WRCOG may approve different scopes or minimum limits of insurance for particular sub-contractors or sub-consultants.

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

3.2.12 Surety Bonds. Consultant shall provide each Member Agency with a payment and performance bond ("Surety Bond") executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of "A-" or better, and otherwise satisfactory to the Member Agency and naming the Member Agency as a co-obligee in a sum equal to the entire amount to become payable under the Appendix to this

Agreement applicable to the Member Agency. Each bond shall be conditioned on the completion of the Services for that Member Agency and upon payment of all claims of subconsultants and suppliers. Consultant shall cause the surety company to add WRCOG and Banc of America Leasing & Capital LLC as a co-obligee on each Surety Bond, and shall deliver a certified copy of each Surety Bond to WRCOG and Banc of America Leasing & Capital LLC promptly upon receipt thereof by Consultant. Any proceeds from a Surety Bond shall be applied in accordance with such Surety Bond to the payment and performance of the Consultant's obligations in accordance with this Agreement and all Appendices and, if for whatever reason such proceeds are not so applied, then first to amounts due Lessor (as defined in the Lease Agreement) pursuant to Section 4.05 and 7.04 of the Lease Agreement, and any remaining amounts shall be payable to Lessee (as defined in the Lease Agreement).

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. Compensation does not include costs for extraordinary street light maintenance services, described in Exhibit "A." The total compensation for Services, with the exception of extraordinary street light maintenance services described in Exhibit "A," shall not exceed **[INSERT WRITTEN DOLLAR AMOUNT] (\$--)** without written approval of WRCOG's **Executive Director** and the applicable Member Agency. Extra Work may be authorized, as described below, and, if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to WRCOG a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall contain the invoice number and date; remittance address; Agreement number **XXXX-XX-XXXX-XXX**, and invoice total. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. At a minimum, Consultant shall provide a statement with sufficient detail to enable WRCOG or the Member Agency to make payment to Consultant from the appropriate account in accordance with the Paying Agent Agreement (as defined in the Lease Agreement) and/or Escrow Agreement (as defined in the Lease Agreement), as applicable (i.e., retrofit specific costs to be identified separately from other Services under this Agreement). 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. Since the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. WRCOG shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request, and post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify, and hold WRCOG, its Member Agencies, and WRCOG’s and its Member Agencies’ elected officials, officers, employees, volunteers, and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 CPI Increase. In recognition of the general increase in the cost of doing business, the parties agree to an increase in the compensation rates as of July 1st of each calendar year, in an amount equal to the increase in the U.S. Department of Labor Consumer Price Index “CPI” for the previous calendar year (January 1 through December 31) for all urban consumers in the Riverside County, California area; provided that the CPI adjustment shall be rounded up to the nearest full dollar, and further provided that the CPI adjustment shall not exceed five percent (5%) for any year. Notwithstanding any provision herein to the contrary, SMI may request, on or before March 31st of each year, an increase in the rates over and above the CPI adjustment upon a showing of good cause for such increase; provided that the approval or disapproval of any such request shall be made by the WRCOG in its sole and absolute discretion.

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 or any applicable Member Agency 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, subject to prior written approval from the relevant Member Agency and 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. In addition, each Member Agency may, by written notice to WRCOG and Consultant, terminate its Appendix to 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 or the applicable Member Agency, 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 and its Member Agencies 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: [INSERT NAME, ADDRESS & CONTACT PERSON]

WRCOG: Western Riverside Council of Governments
3390 University Avenue, Suite 200
Riverside, CA 92501
Attn: [INSERT NAME]

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 Inspection of Installation Data and Maintenance Records

3.5.3.1 Documents & Data; Licensing of Intellectual Property. During the course of this Agreement, and upon reasonable advance notice and during normal business hours, WRCOG and its Member Agencies may inspect and examine the installation data and maintenance records specifically created or collected by Consultant under this Agreement. Upon termination or expiration of this Agreement, Consultant will provide to WRCOG and its Member Agencies the installation data and maintenance records specifically created or collected by Consultant under this Agreement. The installation data and maintenance records shall include all final installation data, customer service reports and inquiry activity, and maintenance records, but shall not be deemed to include any proprietary, confidential, or protected information, programs, platforms, and/or materials of Consultant.

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 and the relevant Member Agency, 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 or any member Agency'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 or the applicable Member Agency.

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

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

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

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

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

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

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

3.5.10 WRCOG's Right to Employ Other Consultants. WRCOG reserves the right for itself and its Member Agencies 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, subject to prior written approval from each applicable Member Agency to the extent such assignment, hypothecation or transfer could impact such Member Agency's Appendix. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and sub-contractors of Consultant, except as otherwise specified in this Agreement. All references to WRCOG include its Directors, officers, employees, agents and all volunteers except as otherwise specified in this Agreement. All references to Member Agencies include their 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, subject to prior written approval from each applicable Member Agency to the extent such supplement, modification, or amendment impacts such member Agency's Appendix.

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 beneficiaries of any right or obligation assumed by the Parties with the exception of the Member Agencies, which are expressly considered to be third party beneficiaries and are entitled to enforce any and all rights held by the Member Agency itself or by WRCOG under this Agreement.

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

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

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

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

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

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

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of WRCOG, subject to prior written approval from the applicable Member Agency to the extent such work relates to such member Agency's Appendix. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE TO
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

Yunex, LLC

By: _____
Dr. Kurt Wilson
Executive Director

By: _____
Title: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
General Counsel
Best Best & Krieger LLP

By: _____
Its: _____

*A corporation requires the signatures of two corporate officers.

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

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

APPENDIX

MEMBER AGENCY NAME

This Appendix 1 to Agreement ("Appendix") by and between WRCOG, Consultant, and [***MEMBER AGENCY ***] ("Member Agency") is made and entered into this day of , 2023. WRCOG, Consultant, and Member Agency are referred to herein as Parties.

1. Defined Terms. All terms used herein have the meanings ascribed to them in the Professional Services Agreement between WRCOG and Consultant dated , 2023, with the exception of the term Member Agency, which for the purposes of this Appendix will refer to [***MEMBER AGENCY NAME***] only.

2. Agreement Incorporated. The terms and provisions of the Agreement are hereby incorporated into this Appendix.

3. Member Agency Exhibits. The Parties hereby agree that the Scope of Services, Schedule of Services, and Compensation for the Project as it relates to Member Agency are defined specifically in Exhibits A, B, and C, attached hereto and incorporated herein by this reference.

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

Yunex, LLC

By: _____
Dr. Kurt Wilson
Executive Director

By: _____
Title: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
General Counsel
Best Best & Krieger LLP

By: _____
Its: _____

[MEMBER AGENCY]

APPROVED AS TO FORM

By: _____
[Insert Name, Insert Title]

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Understanding of the Project

It is our understanding that WRCOG is seeking a qualified firm to provide Streetlight Operation & Maintenance Services. The selected service company will be responsible for providing a continuing, comprehensive, response program for the Member Agency streetlights. The Member Agencies expectation is that the contractor will help reduce complaints, promote safety, and proactively extend the longevity of the Member Agencies streetlight equipment, thus reducing the overall operating cost.

We understand that the general Scope of Work to be done consists of scheduled and unscheduled repairs to the Member Agencies streetlight systems. Yunex Traffic will have available and readily accessible, qualified personnel, tools, equipment, facilities, and material required to perform all work necessary for the maintenance of WRCOG's streetlight systems, as outlined in the Scope of Work and in compliance with current Member Agency and State standards.



Approach / Response Times

To be able to respond immediately to emergency calls, Yunex Traffic's field technicians are authorized to take their work vehicles home daily. All work vehicles are stocked with proper field equipment so he/she may sufficiently address most problems they encounter while responding.

Emergency response call outs and unscheduled repairs are initiated by calling our toll-free emergency phone number, **1-800-229-6090**. A live dispatcher will be available 24 hours a day, 7 days per week, 365 days per year. Our dispatcher will create a work order in our visual planning board and once the work order is released, it will immediately transfer to our technician's queue on their mobile device. As part of our quality control practice, our dispatcher will follow up with a phone call to our technician to confirm that they are in receipt of the call out/work order. For emergency calls, the technician will arrive at the site **within one (1) hour** to assess and correct the reported problem. Once the problem is corrected, the technician will inform our WRCOG representative of the repair actions.

Scope of Work

It is always the goal of Yunex Traffic to tailor our services around our customer's needs. We understand that throughout the term of a contract, those needs may change. We approach all our contracts with the same vision; build a partnership with WRCOG staff and work towards achieving common goals set forth through that partnership. We realize that this is an ever-evolving process and that is why we believe that the only successful route is through establishing common goals. This methodology and a commitment to service will be applied to every aspect of our services for WRCOG.

Yunex Traffic will be available to provide emergency/non-emergency streetlight related issues such as downed streetlight poles, luminaires/photocontrols not functioning, wiring issues, and other operational equipment related issues.

Yunex Traffic will perform the following tasks and activities as it relates to the maintenance of the streetlight system (36,231 poles & 36,554 luminaires):

Customer Service – Provide and administer a customer service center including, at a minimum, a toll-free phone number and website to allow WRCOG and the public to report any streetlight issues (e.g., outages, knockdowns, etc.). Separately, provide a maintenance website for WRCOG staff to access. This will provide WRCOG an up-to-date summary of current and completed tasks. Yunex will use and provide an Online Maintenance System with free access to designated WRCOG staff members. The entire online system will be a real-time system. System functionality will include but not be limited to the following items:

- Work order tracking
- Work order status updates
- Asset and equipment management
- Maintenance requests
- Maintenance checklists that are maintained and updated regularly

GIS Update - Update WRCOG's GIS mapping system when new poles are replaced or added to the streetlight system.

Reports - Monthly and quarterly streetlight system reviews and reports, including outage/failure rate, knockdowns, and suggested repairs.

Meetings – Coordinate and attend regular meetings to review outstanding issues and work orders, including discussion of any billing or contract management issues.

Coordination with Outside Entities – Coordinate electrical service repairs/restoration with SCE as well as coordinate with WRCOG Staff, residents, and businesses, as-needed, for difficult to access lights.

Traffic Control – Employees are trained and certified in temporary traffic control measures, which are compliant with the California Manual of Uniform Traffic Control Devices (CA MUTCD).

Warranty Claims – Administer services for all warranty claims on behalf of the Member Agency for any luminaires, photocells, or similar streetlight equipment (smart nodes, detection devices, etc.)

Streetlight Pole Knockdowns – Respond to all calls of poles that have been knocked down, implement traffic control, confirm electrical lines are made safe, cut downed pole/luminaire arm, remove from location, and clean up all debris.

Streetlight Pole Replacement - Replacement poles will be replaced within 14 business days of reporting.

Quarterly Streetlight System Reviews (Night Inspection) – Nighttime lighting surveys will be conducted of all Member Agency owned streetlights to identify any streetlights that are non-functioning. Upon completion of such nighttime survey, Yunex will provide a report to the Member Agency of all system activity, condition, issues found, and planned or completed repairs. The report will include the nearest street address and pole number. Nighttime Lighting Surveys will be completed quarterly.



Annual Painting of Metal Poles – Provide metal pole painting based upon Member Agency approval.

LED Replacement – Replacement of LED streetlights that have been inoperative by virtue of failure. Replacement will occur within three (3) business days from notification of Yunex by Member Agency. If the cause of failure is covered under manufacture warranty, Yunex will be responsible for warranty management of defective LED fixtures which includes all aspects related to standard warranty practices. Yunex will notify the Member Agency of any undue delays in response due to the manufacturer.

LED Retrofit & Pole Tagging – Provide LED retrofit and/or pole identification tag installation services for cobra head and/or decorative streetlights.

Removal and Disposal – Provide removal and disposal services of all damaged/discarded materials. Disposal services will follow the California Recycle and Disposal Laws.

Furnish and Install House-Side Shields – Provide and install house-side shields when requested to do so by any Member Agency.

Provide a Storage Facility – Yunex's local storage facility is conveniently located in the City of Riverside, which is within minutes of each Member Agency. We have been utilizing this location to service this contract since being awarded this contract.

Compliance with all Laws – Yunex is familiar with all federal, state, and local laws and regulations regarding the Scope of Work, and follows wage and labor laws, OSHA requirements, and appropriate safety measures.

Troubleshooting – Diagnose and repair any Member Agency owned inoperable streetlights. Repairs will be completed within three (3) working days or less.

Spare Inventory – Yunex will warehouse sufficient spare inventories such as poles, luminaires, ballasts, photocells, nodes, fuse holders, fuses, wire, pull box lids, hand hole covers, electrical services, pole identification tags, and other electrical components.

Extraordinary, Emergency, and After-hours Maintenance - For streetlight maintenance issues that fall outside of the standard maintenance scope above, Yunex will provide services billed on a time & materials basis. Example of Extraordinary, Emergency, and After-hours Maintenance includes the following: traffic accidents, tree fall or power surges that may occur, resulting in the streetlights being damaged and needing to be replaced, though the frequency may vary considerably. All Extraordinary, Emergency, and After-hours Maintenance work must be preapproved by the Member Agency prior to the work being completed.

The following items have specifically been identified as, but are not limited to, Emergency and after-hours maintenance:

- Emergency response - 24 hours and day 7 days a week



- Streetlight pole knockdown response
- Damaged/leaning poles
- Luminaire repairs or replacement
- Photocell replacement
- Fuse and/or fuse holder replacement
- False calls
- Wiring replacement
- Pole graffiti abatement
- Pole painting
- House side shield purchase and installation

Additional offerings available to WRCOG:

USA Dig Alert Services

Yunex Traffic will respond to all Underground Service Alert (USA) requests/notices or at the request of Member Agency staff for the marking and protection of streetlight underground facilities such as electrical conduits, safety light conduits, and other appurtenant equipment which might conflict with other right-of-way construction or repairs. Our **own in-house** technicians are equipped and certified with the proper locating devices provided by Metrotech.



Exhibit "A"

On-Line Portal (Service Business Platform @ITS)

Yunex Traffic has rolled out a new service tool called SBP (Service Business Platform), which is a proprietary management system designed to effectively manage all service order progress, remotely update our ERP system (SAP) and as work is performed.

SBP allows us to monitor many key performance items such as time arrived onsite, time of completion, materials used, and vehicle/equipment used.

SBP keeps historical records for every location which allows the technicians an additional resource when troubleshooting.

When creating a new service request, the SBP will query the location history and will flag the order if it is a repeated call out or duplicate order.

Technicians transmit response and routine maintenance items in real-time using IOS or Android devices.

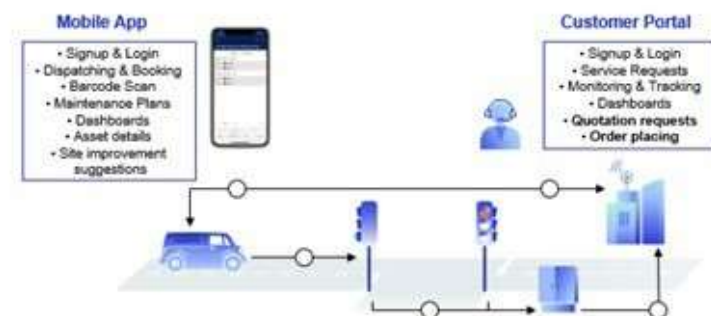
The contractual Scope of Work and all maintenance activities are also available for technicians to review to ensure all tasks are completed within the specified timeframe.

Customer specific checklists for routine preventative maintenance will be available to the technicians so all required tasks are completed, per your Scope of Work.

Service Management Tool @YUNEX = SBP

One modern platform to support the global service team and our customers

YUNEX
TRAFFIC



Backoffice /
Service Centers



Power BI Reporting

- Improving service efficiencies
- Global data collection for data analytics
- Creating a vast network of Sales persons with field technicians



3:35

5G

Discard

Monthly Routine Maintenance Checklist

Save

Monthly Routine Maintenance Checklist

Required

Monthly Routine Maintenance Checklist

1. Air Filter *

Clean or replace the air filter element in controller cabinet. Replace the Air Filters at least once each (6) Months or unless otherwise approved by the Traffic Engineer.

☒ Cleaned Air Filter
 ☐ Replaced Air Filter

2. Controller Cabinet Exterior *

Remove any posters, signs and/or graffiti, etc. from the controller and service cabinet exteriors.

☒ Task Completed
 ☐ Other (describe)

3. Controller Cabinet & A/C Service Cabinet Interior *

Clean the traffic signal cabinets and a/c service cabinet thoroughly on the inside, including all components and any foreign materials.

☐ Is Controller Cabinet Clean

2:03

Signal in Red Flash

TS Spruce / Elm

Timestamp

Products

Time Entries

Controlling

BING MAP

Get Directions

Ruth Mussler Middle School

Mountain View Dr

Weybridge Dr

Countryview Dr

Elm Avenue Rancho Cucamonga CA 91730 United States

3:37

5G

Discard

Monthly Routine Maintenance Checklist

Save

3. Controller Cabinet & A/C Service Cabinet Interior *

Clean the traffic signal cabinets and a/c service cabinet thoroughly on the inside, including all components and any foreign materials.

☒ Is Controller Cabinet Clean
 ☒ Is Service Cabinet Clean

4. Controller Cabinet Fan *

Verify that the controller cabinet fan operates properly with a minimum of noise.

☐ Confirmed Proper Operation
 ☒ Other (describe)

Fan needs to be replaced.

5. Thermostat *

Verify that the cabinet fan thermostat is set at one hundred (100) degrees Fahrenheit.

☒ Confirmed Proper Setting and Operation
 ☐ Other (describe)

6. Controller Cabinet Vents

Check the vents in both the controller cabinet door and above the door at the top of the cabinet to ensure that

Customer Portal

The SBP Customer Portal gives our customers access to:

- Monitor real-time status of routine maintenance and service calls
- Location history (sort/filter by date, location, call type, etc.)
- Overall historical maintenance and repair data
- Real-time equipment inventories, maps, and event reporting
- Asset management (including digital photographs, GIS data, etc.)

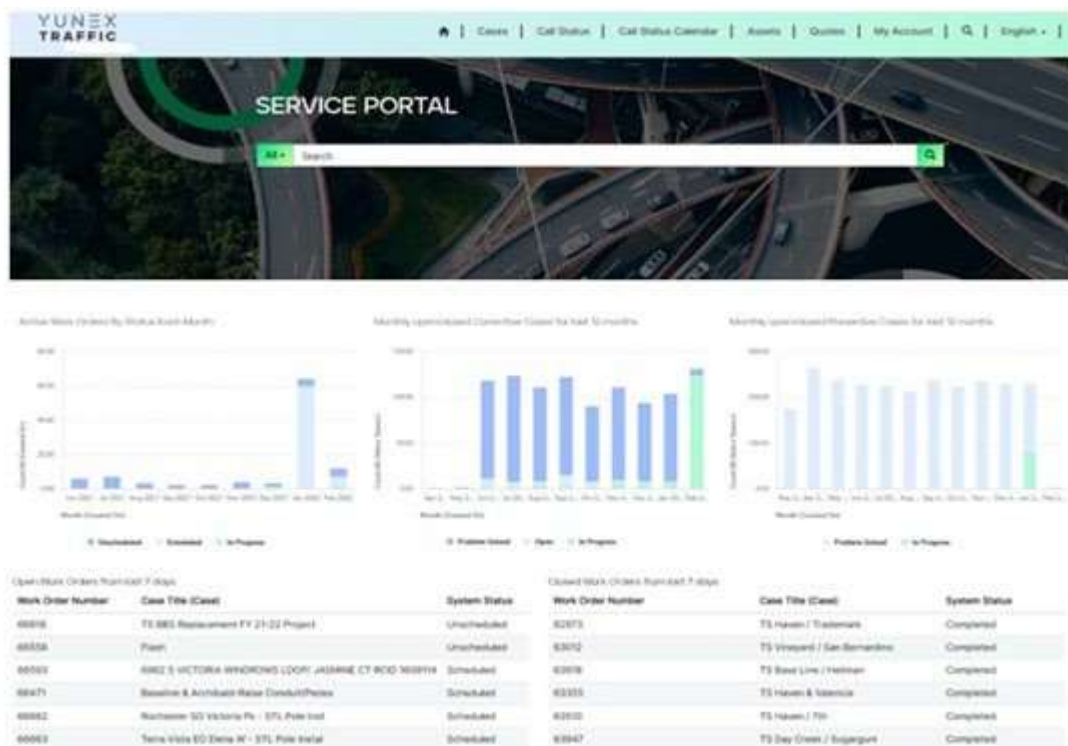


Exhibit "A"

SBP Customer Service - Work Order Details

Portal - All Work Orders Search Work Order

Work Order Number ↑	Case Title (Case)	Priority	System Status	Customer Asset	SAP Service Order Number
66347	S/H HANGING BY WIRES	Normal	Completed	TS Hermosa / Feron	005004285877
66367	ROCHESTER /VPL NB POLE KD	Normal	Completed	Street Light - Generic 2600117715	005004285897
66375	SB ISNS HANGING	Normal	Completed	TS Foothill / Etiwanda	005004285906
66402	NWC NB L/T 10' GRN B/O	Normal	Completed	TS Arrow / Vineyard	005004285934
66412	FLASH	Normal	Completed	TS Base Line / Rochester	005004285944
66471	Baseline & Archibald-Raise Conduit/Pedes	Low			
66517	Flash	High			
66551	SB OH green stuck on	High			
66553	Check WB detection	High			
66558	Flash	High			

Work Order Details

Work Order Number: 66402
 Created On: 2/17/2022 2:59 PM
 System Status: Completed
 Case: NWC NB L/T 10' GRN B/O

Service Account: TS Arrow / Vineyard
 Work Order Type: Diagnostic & Repair
 Customer: CITY OF BANGOR, CLACKAMINGA
 Customer Asset: TS Arrow / Vineyard

Work Order Products

Name	Description	Quantity	Quantity To Bill	Total Amount	Line Status	Created On
12" Gr Arrow Cl Lens "Omni Dir" LEDTK	12" Gr Arrow Cl Lens "Omni Dir" LEDTK	1.00	1.00	\$5.00	Used	2/17/2022 6:25

Time Entries

Bookable Resource	Start	End	Duration	Type	Activity Type	Billable	Billing Indicator	Bookable Resource
Ramos, Neale	2/17/2022 3:30 PM	2/17/2022 5:30 PM	1:00	Work	Work-OT-Tech1	Yes	Direct Time - Overtime WH	66402

Booking Resolutions

Resource	End Time	Response
Ramos, Neale	2/17/2022 5:30 PM	Removed incandescent parts and installed Siemens supply led

Tracking as Related to Invoicing

In addition to our Customer Portal, you will receive a detailed billing report with each invoice that lists labor and equipment hours billed for each service order.

TS B - Merrill / Bloomington / Riverside				
Date Completed: Fri, MAR/18/2016 01:00		Work Order #: 5002764108 Debit Memo Req.		
Description: NEC POLE KD * CALLER: PD				
Response: REMOVED DAMAGED EQUIPMENT. DRILLED & INSTALLED NEW 1D POLE, TV2T, TWO 3 SEC. PV HEAD S WITH ARROW LENSES, 2 R, 2 Y & 2 G PV LEDS, COUNT-DOWN COMBO M8 LED. RE-USED PEDHEAD & PPB ASSY. REPLACED PPB AND DIRECTIONAL PLATE. OLD S/H WEREN'T PROGRAM. WILL FOLOW UP WITH BALL LENSES & PROGRAM S/H'S IF CITY WANT THEM PROGRAMMED.				
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.
ELECTRICIAN (RT)	12.000 H @	per H	\$	\$ 0.00
ELECTRICIAN (OT)	8.000 H @	per H	\$	\$ 0.00
ELECTRICIAN (PT)	6.000 H @	per H	\$	\$ 0.00
SERVICE BUCKET TRUCK	26.000 H @	per H	\$	\$ 0.00
MATERIALS	1 PC @	per PC	\$	\$ 0.00
Visit Total			\$	\$ 0.00
Total			\$	\$ 0.00

EXHIBIT “B”
SCHEDULE OF SERVICES

[INSERT]

EXHIBIT "C"

COMPENSATION BILLING RATES

	Item	Description	Unit of Measure	Unit Cost
Monthly Maintenance				
1	LED Fixture Maintenance Cobra head	This includes the cost for all regular maintenance and associated tasks to maintain the cobrahead fixtures in the streetlight system as identified in section 13.1 of the RFP. This fee is expected to be all inclusive, with the sole exceptions being those items identified in the extraordinary maintenance section. This bid item shall include: a) <u>Fixture Replacement</u>: Facilitate the entire RMA (return merchandise authorization) process for LED streetlight fixtures that have failed and still covered under the original manufacturer's warranty. This includes the cost to remove, complete the RMA process, and reinstall the fixture (regardless of it being fixed/replaced). Fixtures that are damaged by acts of nature (i.e., lightning strikes, etc.) will be replaced, although the cost of the fixture will be charged under Material Markup (Cost + 15%). b) <u>Long-Life Photocells</u>: Removal & Replacement of a failed photocells. c) <u>Fuses</u>: Replacement of failed fuses. d) <u>Fuse Holders</u>: Replacement of failed fuse holders. e) <u>Hand Hole Covers</u>: Replacement of missing hand hole covers (i.e., due to theft). f) <u>Troubleshooting</u>: Respond to reports of a failed streetlight by city staff or residents. Our technician will spend up to 2 hours of time troubleshooting the streetlight to find what the issue might be (fixture, photocell, fuses, fuse holder, wiring issue, etc.). Troubleshooting which exceeds 2 hours, will be billed under Time and Material (Labor Rates, Equipment Rates, and Material Markup). g) <u>Night Survey</u>: Perform a quarterly night drive inspection of all 35,832 streetlights belonging to WRCOG agencies. Prepare a report of outages that will be followed up by our technicians.	Per Light / Per Month	\$0.70
2	LED Fixture Maintenance Decorative	This includes the cost for all regular maintenance and associated tasks to maintain the decorative fixtures in the streetlight system as identified in section 13.1 of the RFP. This fee is expected to be all inclusive, with the sole exceptions being those items identified in the extraordinary maintenance section. This bid item shall include: a) <u>Fixture Replacement</u>: Facilitate the entire RMA (return merchandise authorization) process for Decorative LED fixtures that have failed and still covered under the original manufacturer's warranty. This includes the cost to remove, complete the RMA process, and reinstall the fixture (regardless of it being fixed/replaced). Fixtures that are damaged by acts of nature (i.e., lightning strikes, etc.) will be replaced, although the cost of the fixture will be charged under Material Markup (Cost + 15%). b) <u>Long-Life Photocells</u>: Removal & Replacement of a failed photocells. c) <u>Fuses</u>: Replacement of failed fuses. d) <u>Fuse Holders</u>: Replacement of failed fuse holders. e) <u>Hand Hole Covers</u>: Replacement of missing hand hole covers (i.e., due to theft). f) <u>Troubleshooting</u>: Respond to reports of a failed streetlight by city staff or residents. Our technician will spend up to 2 hours of time troubleshooting the streetlight to find what the issue might be (fixture, photocell, fuses, fuse holder, wiring issue, etc.). Troubleshooting which exceeds 2 hours, will be billed under Time and Material (Labor Rates, Equipment Rates, and Material Markup). g) <u>Night Survey</u>: Perform a quarterly night drive inspection of all 399 decorative fixtures belonging to WRCOG agencies. Prepare a report of outages that will be followed up by our technicians.	Per Light / Per Month	\$2.15
Extraordinary Maintenance (Reference pricing Only - this scope will be quoted on time and material basis)				
3	LED Replacement Cobra head	This includes the costs for labor and equipment (trucks, lifts, tools, traffic control, etc.) for replacing existing cobrahead fixtures with a new LED fixture, disposal and updating of WRCOG database with model number installed and installation date. The replacement fixture cost is not included and will be charged at material cost plus the markup listed below.	Each	\$80.00
4	LED Replacement Decorative	This includes the costs for labor and equipment (trucks, lifts, tools, traffic control, etc.) for replacing existing decorative fixtures with a new LED fixture, disposal and updating of WRCOG database with model number installed and installation date. The replacement fixture cost is not included and will be charged at material cost plus the markup listed below.	Each	\$160.00
5	Street light pole ID tag	This includes the labor for installation of a unique pole ID tag for each pole. Pole tags will be affixed to poles with an adhesive, no riveting or drilling will be performed. This price is based on installing one (1) pole tag. If multiple pole tags are grouped together, in the same member agency, a lower price could be provided.	Each	\$92.00
6	House side shield installation	This includes the costs associated with the installation of a house side shield on an existing LED fixture, excluding the cost of the actual shield. Material will be charged at cost plus the markup listed below.	Each	\$67.00

7	Knockdown pole replacement No foundation	This includes the costs associated with the replacement of an entire street light pole, luminaire arm, fixture and wiring typically associated with a street light knockdown that does not require replacement of the foundation. This is based on the following assumptions: a 28 foot, marbelite pole with a standard 87 watt LED cobra head fixture. The City understands that there will be considerable variation in costs for these repairs under the contract and anticipates work being authorized individually through a quote process. These repairs will not be completed as part of an initial emergency response. Costs are based on a single replacement with work completed during normal work hours scheduled within the requested repair interval.			Each	\$5,190.00
8	Knockdown pole replacement with foundation	This includes the costs associated with the replacement of an entire street light pole, luminaire arm, fixture and wiring typically associated with a street light knockdown that does require replacement of the foundation. This is based on the following assumptions: a 28 foot, marbelite pole with a standard 87 watt LED cobra head fixture. The City understands that there will be considerable variation in costs for these repairs under the contract and anticipates work being authorized individually through a quote process. These repairs will not be completed as part of an initial emergency response. Costs are based on a single replacement with work completed during normal work hours scheduled within the requested repair interval.			Each	\$7,920.00
9	Pull box lid replacement	This includes the cost of labor, materials and equipment to purchase, supply and replace a pull box lid with a fiberlyte lid due to damage or missing lid.			Each	\$220.00
10	Pole graffiti abatement	This includes the estimated cost per pole to remove or cover reported graffiti. Costs include labor, equipment and materials needed to complete each individual abatement assuming time required to abate graffiti is less than 30 minutes. Work limited to under 4SF and/or lower than 7ft.			Each	\$87.00
11	Overhead wiring replacement	Total cost to repair or replace damaged overhead wiring. Cost provided per foot of wire being replaced. Costs include labor, equipment and materials to complete the repair during normal working hours. The City understands that there will be considerable variation in costs for these repairs under the contract and anticipates work being authorized individually through a quote process.			Per Foot	\$17.00
12	Pole painting	This includes the costs on a per occurrence (per pole) basis for all labor, equipment and materials needed to prep and paint a standard metal street light pole (assume 30 foot). It is assumed that 10 poles would be scheduled for painting as a group, annually			Each	\$700.00
13	USA Dig Alert	Yunex LLC typically prices this service out on a per occurrence basis. This includes the following: Our technician identifies the point of demarcation on site using field equipment. This is typically limited to approximately 100-150 linear ft per call out.			Each	\$245.00
Labor Rates						
Item #	Item Description	Unit	Quantity	Regular Time	Overtime	Premium Time
14	Superintendent	HR	1	\$98.00	N/A	N/A
15	Foreman	HR	1	\$137.00	\$172.00	\$207.00
16	Electrician	HR	1	\$130.00	\$162.00	\$193.00
17	Laborer	HR	1	\$110.00	\$159.00	\$159.00

Regular, Overtime, and Premium time explanation:

- Regular Hours are Monday through Friday (excluding holidays) from 7:30am to 4:00pm.
- Overtime Hours are Monday through Friday after these work hours for the first four straight hours on any job as well as Saturday for the initial 8 working hours.
- Premium Hours are Monday through Friday after four hours of OT on any one job, Saturdays after 8 hours on any one job, all day Sunday starting at 12:00am until Monday at 7:30am and all holidays starting at 12:00am until the next morning at 7:30am.

Equipment Rates				
Item #	Item Description	Unit	Quantity	Unit Price
18	Service Truck	HR	1	\$30.00
19	Bucket Truck	HR	1	\$30.00
20	Crane Truck	HR	1	\$55.00

Material Markup			
Item #	Item Description	Unit	%
21	Material Markup	%	15%

Yunex LLC requests the option to re-evaluate contract pricing using the US Consumer Price Index to calculate annual escalations.

Attachment

Draft Member Agency Letters
regarding the Professional Services
Agreement between WRCOG and
Yunex LLC

[WRCOG LETTERHEAD]

[REDACTED], 2023

City of Eastvale
Attn: Mark Orme, City Manager
12363 Limonite Ave. Suite 910
Eastvale, CA 91752

**Subject: Western Riverside Council of Governments Professional Service Agreement
with Yunex LLC**

Dear Mark Orme:

The Western Riverside Council of Governments (the “WRCOG”) and Yunex LLC desire to enter into a Professional Services Agreement related to the installation of LED street lights and the ongoing operations and maintenance of the street light systems for member agencies (the “Agreement”). WRCOG requests that the City of Eastvale consent to the Agreement, as described above. Please sign and send back the enclosed declaration of consent.

Should you have any questions, please do not hesitate to contact us. Thank you in advance for your support and for your cooperation.

Sincerely,

Kurt Wilson, Executive Director
of the Western Riverside Council of
Governments

Attachment: Declaration of Consent

APPENDIX 1

DECLARATION OF CONSENT

_____, 2023

Western Riverside Council of Governments
Attn: Kurt Wilson
3390 University Avenue
Suite 450
Riverside, CA 92501

**Subject: Western Riverside Council of Governments Professional Service Agreement
with Yunex LLC**

Dear Kurt Wilson:

We hereby confirm that we have read and understood the information in the letter from Western Riverside Council of Governments (the “WRCOG”) dated _____, 2023. We consent to the Western Riverside Council of Governments Professional Service Agreement with Yunex LLC and the attached Scope of Services (Exhibit A), Schedule of Services (Exhibit B), and Compensation (Exhibit C) for the City of Eastvale.

CITY OF EASTVALE

Date: _____

Signature: _____

Printed Name: _____

Title: _____

[WRCOG LETTERHEAD]

[REDACTED], 2023

City of Hemet
Attn: Mark Prestwich, City Manager
445 E Florida Avenue
Hemet, CA 92543

**Subject: Western Riverside Council of Governments Professional Service Agreement
with Yunex LLC**

Dear Mark Prestwich:

The Western Riverside Council of Governments (the “WRCOG”) and Yunex LLC desire to enter into a Professional Services Agreement related to the installation of LED street lights and the ongoing operations and maintenance of the street light systems for member agencies (the “Agreement”). WRCOG requests that the City of Hemet consent to the Agreement, as described above. Please sign and send back the enclosed declaration of consent.

Should you have any questions, please do not hesitate to contact us. Thank you in advance for your support and for your cooperation.

Sincerely,

Kurt Wilson, Executive Director
of the Western Riverside Council of
Governments

Attachment: Declaration of Consent

APPENDIX 2

DECLARATION OF CONSENT

_____, 2023

Western Riverside Council of Governments
Attn: Kurt Wilson
3390 University Avenue
Suite 450
Riverside, CA 92501

**Subject: Western Riverside Council of Governments Professional Service Agreement
with Yunex LLC**

Dear Kurt Wilson:

We hereby confirm that we have read and understood the information in the letter from Western Riverside Council of Governments (the “WRCOG”) dated _____, 2023. We consent to the Western Riverside Council of Governments Professional Service Agreement with Yunex LLC and the attached Scope of Services (Exhibit A), Schedule of Services (Exhibit B), and Compensation (Exhibit C) for the City of Hemet.

CITY OF HEMET

Date: _____

Signature: _____

Printed Name: _____

Title: _____

[WRCOG LETTERHEAD]

[REDACTED], 2023

Jurupa Community Services District
Chris Berch, General Manager
11201 Harrel Street
Jurupa Valley, CA 91752

**Subject: Western Riverside Council of Governments Professional Service Agreement
with Yunex LLC**

Dear Chris Berch:

The Western Riverside Council of Governments (the “WRCOG”) and Yunex LLC desire to enter into a Professional Services Agreement related to the installation of LED street lights and the ongoing operations and maintenance of the street light systems for member agencies (the “Agreement”). WRCOG requests that the Jurupa Community Services District consent to the Agreement, as described above. Please sign and send back the enclosed declaration of consent.

Should you have any questions, please do not hesitate to contact us. Thank you in advance for your support and for your cooperation.

Sincerely,

Kurt Wilson, Executive Director
of the Western Riverside Council of
Governments

Attachment: Declaration of Consent

APPENDIX 3

DECLARATION OF CONSENT

_____, 2023

Western Riverside Council of Governments
Attn: Kurt Wilson
3390 University Avenue
Suite 450
Riverside, CA 92501

**Subject: Western Riverside Council of Governments Professional Service Agreement
with Yunex LLC**

Dear Kurt Wilson:

We hereby confirm that we have read and understood the information in the letter from Western Riverside Council of Governments (the “WRCOG”) dated _____, 2023. We consent to the Western Riverside Council of Governments Professional Service Agreement with Yunex LLC and the attached Scope of Services (Exhibit A), Schedule of Services (Exhibit B), and Compensation (Exhibit C) for the Jurupa Community Services District.

JURUPA COMMUNITY SERVICES DISTRICT

Date: _____

Signature: _____

Printed Name: _____

Title: _____

[WRCOG LETTERHEAD]

[REDACTED], 2023

City of Lake Elsinore
Attn: Jason Simpson, City Manager
130 South Main Street
Lake Elsinore, CA 92530

**Subject: Western Riverside Council of Governments Professional Service Agreement
with Yunex LLC**

Dear Jason Simpson:

The Western Riverside Council of Governments (the “WRCOG”) and Yunex LLC desire to enter into a Professional Services Agreement related to the installation of LED street lights and the ongoing operations and maintenance of the street light systems for member agencies (the “Agreement”). WRCOG requests that the City of Lake Elsinore consent to the Agreement, as described above. Please sign and send back the enclosed declaration of consent.

Should you have any questions, please do not hesitate to contact us. Thank you in advance for your support and for your cooperation.

Sincerely,

Kurt Wilson, Executive Director
of the Western Riverside Council of
Governments

Attachment: Declaration of Consent

APPENDIX 4

DECLARATION OF CONSENT

_____, 2023

Western Riverside Council of Governments
Attn: Kurt Wilson
3390 University Avenue
Suite 450
Riverside, CA 92501

**Subject: Western Riverside Council of Governments Professional Service Agreement
with Yunex LLC**

Dear Kurt Wilson:

We hereby confirm that we have read and understood the information in the letter from Western Riverside Council of Governments (the “WRCOG”) dated _____, 2023. We consent to the Western Riverside Council of Governments Professional Service Agreement with Yunex LLC and the attached Scope of Services (Exhibit A), Schedule of Services (Exhibit B), and Compensation (Exhibit C) for the City of Lake Elsinore.

CITY OF LAKE ELSINORE

Date: _____

Signature: _____

Printed Name: _____

Title: _____

[WRCOG LETTERHEAD]

[REDACTED], 2023

City of Menifee
Armando G. Villa, City Manager
29844 Haun Road
Menifee, CA 92586

**Subject: Western Riverside Council of Governments Professional Service Agreement
with Yunex LLC**

Dear Armando G. Villa:

The Western Riverside Council of Governments (the “WRCOG”) and Yunex LLC desire to enter into a Professional Services Agreement related to the installation of LED street lights and the ongoing operations and maintenance of the street light systems for member agencies (the “Agreement”). WRCOG requests that the City of Menifee consent to the Agreement, as described above. Please sign and send back the enclosed declaration of consent.

Should you have any questions, please do not hesitate to contact us. Thank you in advance for your support and for your cooperation.

Sincerely,

Kurt Wilson, Executive Director
of the Western Riverside Council of
Governments

Attachment: Declaration of Consent

APPENDIX 5

DECLARATION OF CONSENT

_____, 2023

Western Riverside Council of Governments
Attn: Kurt Wilson
3390 University Avenue
Suite 450
Riverside, CA 92501

**Subject: Western Riverside Council of Governments Professional Service Agreement
with Yunex LLC**

Dear Kurt Wilson:

We hereby confirm that we have read and understood the information in the letter from Western Riverside Council of Governments (the “WRCOG”) dated _____, 2023. We consent to the Western Riverside Council of Governments Professional Service Agreement with Yunex LLC and the attached Scope of Services (Exhibit A), Schedule of Services (Exhibit B), and Compensation (Exhibit C) for the City of Meniffee.

CITY OF MENIFEE

Date: _____

Signature: _____

Printed Name: _____

Title: _____

[WRCOG LETTERHEAD]

[REDACTED], 2023

City of Murrieta
Attn: Kim Summers, City Manager
1 Town Square
Murrieta, CA 92562

**Subject: Western Riverside Council of Governments Professional Service Agreement
with Yunex LLC**

Dear Kim Summers:

The Western Riverside Council of Governments (the “WRCOG”) and Yunex LLC desire to enter into a Professional Services Agreement related to the installation of LED street lights and the ongoing operations and maintenance of the street light systems for member agencies (the “Agreement”). WRCOG requests that the City of Murrieta consent to the Agreement, as described above. Please sign and send back the enclosed declaration of consent.

Should you have any questions, please do not hesitate to contact us. Thank you in advance for your support and for your cooperation.

Sincerely,

Kurt Wilson, Executive Director
of the Western Riverside Council of
Governments

Attachment: Declaration of Consent

APPENDIX 6

DECLARATION OF CONSENT

_____, 2023

Western Riverside Council of Governments
Attn: Kurt Wilson
3390 University Avenue
Suite 450
Riverside, CA 92501

**Subject: Western Riverside Council of Governments Professional Service Agreement
with Yunex LLC**

Dear Kurt Wilson:

We hereby confirm that we have read and understood the information in the letter from Western Riverside Council of Governments (the “WRCOG”) dated _____, 2023. We consent to the Western Riverside Council of Governments Professional Service Agreement with Yunex LLC and the attached Scope of Services (Exhibit A), Schedule of Services (Exhibit B), and Compensation (Exhibit C) for the City of Murrieta.

CITY OF MURRIETA

Date: _____

Signature: _____

Printed Name: _____

Title: _____

[WRCOG LETTERHEAD]

[REDACTED], 2023

City of Perris
Attn: Clara Miramontes, City Manager
101 N. D Street
Perris, CA 92570

**Subject: Western Riverside Council of Governments Professional Service Agreement
with Yunex LLC**

Dear Clara Miramontes:

The Western Riverside Council of Governments (the “WRCOG”) and Yunex LLC desire to enter into a Professional Services Agreement related to the installation of LED street lights and the ongoing operations and maintenance of the street light systems for member agencies (the “Agreement”). WRCOG requests that the City of Perris consent to the Agreement, as described above. Please sign and send back the enclosed declaration of consent.

Should you have any questions, please do not hesitate to contact us. Thank you in advance for your support and for your cooperation.

Sincerely,

Kurt Wilson, Executive Director
of the Western Riverside Council of
Governments

Attachment: Declaration of Consent

APPENDIX 7

DECLARATION OF CONSENT

_____, 2023

Western Riverside Council of Governments
Attn: Kurt Wilson
3390 University Avenue
Suite 450
Riverside, CA 92501

**Subject: Western Riverside Council of Governments Professional Service Agreement
with Yunex LLC**

Dear Kurt Wilson:

We hereby confirm that we have read and understood the information in the letter from Western Riverside Council of Governments (the “WRCOG”) dated _____, 2023. We consent to the Western Riverside Council of Governments Professional Service Agreement with Yunex LLC and the attached Scope of Services (Exhibit A), Schedule of Services (Exhibit B), and Compensation (Exhibit C) for the City of Perris.

CITY OF PERRIS

Date: _____

Signature: _____

Printed Name: _____

Title: _____

[WRCOG LETTERHEAD]

[REDACTED], 2023

City of San Jacinto
Attn: Robert Johnson, City Manager
595 S. San Jacinto Ave.
San Jacinto, CA 92583

**Subject: Western Riverside Council of Governments Professional Service Agreement
with Yunex LLC**

Dear Robert Johnson:

The Western Riverside Council of Governments (the “WRCOG”) and Yunex LLC desire to enter into a Professional Services Agreement related to the installation of LED street lights and the ongoing operations and maintenance of the street light systems for member agencies (the “Agreement”). WRCOG requests that the City of San Jacinto consent to the Agreement, as described above. Please sign and send back the enclosed declaration of consent.

Should you have any questions, please do not hesitate to contact us. Thank you in advance for your support and for your cooperation.

Sincerely,

Kurt Wilson, Executive Director
of the Western Riverside Council of
Governments

Attachment: Declaration of Consent

APPENDIX 8

DECLARATION OF CONSENT

_____, 2023

Western Riverside Council of Governments
Attn: Kurt Wilson
3390 University Avenue
Suite 450
Riverside, CA 92501

**Subject: Western Riverside Council of Governments Professional Service Agreement
with Yunex LLC**

Dear Kurt Wilson:

We hereby confirm that we have read and understood the information in the letter from Western Riverside Council of Governments (the “WRCOG”) dated _____, 2023. We consent to the Western Riverside Council of Governments Professional Service Agreement with Yunex LLC and the attached Scope of Services (Exhibit A), Schedule of Services (Exhibit B), and Compensation (Exhibit C) for the City of San Jacinto.

CITY OF SAN JACINTO

Date: _____

Signature: _____

Printed Name: _____

Title: _____

[WRCOG LETTERHEAD]

[REDACTED], 2023

City of Wildomar
Attn: Dan York, City Manager
23873 Clinton Keith Rd.
Suite 110 Wildomar, CA 92595

**Subject: Western Riverside Council of Governments Professional Service Agreement
with Yunex LLC**

Dear Dan York:

The Western Riverside Council of Governments (the “WRCOG”) and Yunex LLC desire to enter into a Professional Services Agreement related to the installation of LED street lights and the ongoing operations and maintenance of the street light systems for member agencies (the “Agreement”). WRCOG requests that the City of Wildomar consent to the Agreement, as described above. Please sign and send back the enclosed declaration of consent.

Should you have any questions, please do not hesitate to contact us. Thank you in advance for your support and for your cooperation.

Sincerely,

Kurt Wilson, Executive Director
of the Western Riverside Council of
Governments

Attachment: Declaration of Consent

APPENDIX 9

DECLARATION OF CONSENT

_____, 2023

Western Riverside Council of Governments
Attn: Kurt Wilson
3390 University Avenue
Suite 450
Riverside, CA 92501

**Subject: Western Riverside Council of Governments Professional Service Agreement
with Yunex LLC**

Dear Kurt Wilson:

We hereby confirm that we have read and understood the information in the letter from Western Riverside Council of Governments (the “WRCOG”) dated _____, 2023. We consent to the Western Riverside Council of Governments Professional Service Agreement with Yunex LLC and the attached Scope of Services (Exhibit A), Schedule of Services (Exhibit B), and Compensation (Exhibit C) for the City of Wildomar.

CITY OF WILDOMAR

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Attachment

Draft First Amendments
to the Implementation
Agreement between
WRCOG and Member
Agencies

**FIRST AMENDMENT TO THE IMPLEMENTATION AGREEMENT
BETWEEN THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
AND THE [MEMBER AGENCY] TO IMPLEMENT MAINTENANCE AND REPAIR
PROGRAM FOR STREETLIGHTS**

This First Amendment to Maintenance Agreement (“First Amendment”) is entered into as of [INSERT DATE] between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (“WRCOG”), a joint powers authority formed under Government Code sections 6500 et seq., and the [MEMBER AGENCY] (“Member Agency”), a public agency formed under the laws of the State of California. WRCOG and the Member Agency are sometimes collectively referred to in this First Amendment as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, on March 27, 2018, WRCOG entered into an “Amended and Restated Western Riverside Council of Governments Professional Services Agreement” with Siemens Industry, Inc. (the “Original Professional Services Agreement”), for the provision of retrofitting services and regular maintenance and repair services (the “Services”), which was subsequently amended; and

WHEREAS, WRCOG and the Member Agency entered into the “Implementation Agreement between the Western Riverside Council of Governments and [MEMBER AGENCY] to Implement the \, Maintenance and Repair Program for Streetlights” on October 11, 2018, 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 and acquisition of retrofit equipment on behalf of the Member Agency within the Member Agency’s jurisdiction and to administer such agreements; and

WHEREAS, the Original Professional Services Agreement expired and WRCOG has entered into a “Western Riverside Council of Governments Professional Services Agreement” with Yunex LLC dated [REDACTED], 2023 (the “Professional Services Agreement”), to provide professional services for the installation of LED street lights and the ongoing operations and maintenance of the street light systems for member agencies; and

WHEREAS, the Parties desire enter into this First Amendment to amend the Implementation Agreement, as permitted pursuant to the provisions of thereof, to replace the Original Professional Services Agreement attached as Exhibit A to the Implementation Agreement with the Professional Services Agreement, attached as Exhibit A hereto; and

WHEREAS, the City Council has authorized the Member Agency to enter into this First Amendment.

NOW, THEREFORE, the Parties hereby understand and agree as follows:

AGREEMENT

Section 1: Amendment to the Implementation Agreement.

Exhibit A of the Implementation Agreement shall be replaced with the Professional Services Agreement attached hereto as Exhibit A.

Section 2: Effect of this First Amendment on the Other Terms and Provisions of the Implementation Agreement.

All terms and provisions of the Implementation Agreement, shall remain in full force and legal effect except as expressly modified by the provisions of this First Amendment.

DRAFT

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

[MEMBER AGENCY]

By: _____
Dr. Kurt Wilson
Executive Director

By: _____
Title: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
General Counsel
Best Best & Krieger LLP

By: _____
Its: _____

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT

DRAFT

**FIRST AMENDMENT TO THE MAINTENANCE AGREEMENT
BETWEEN THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
AND THE [MEMBER AGENCY] TO IMPLEMENT THE RETROFIT, MAINTENANCE AND
REPAIR PROGRAM FOR STREETLIGHTS**

This First Amendment to Maintenance Agreement (“First Amendment”) is entered into as of [INSERT DATE] between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (“WRCOG”), a joint powers authority formed under Government Code sections 6500 et seq., and the [MEMBER AGENCY] (“Member Agency”), a public agency formed under the laws of the State of California. WRCOG and the Member Agency are sometimes collectively referred to in this First Amendment as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, on March 27, 2018, WRCOG entered into an “Amended and Restated Western Riverside Council of Governments Professional Services Agreement” with Siemens Industry, Inc. (the “Original Professional Services Agreement”), for the provision of retrofitting services and regular maintenance and repair services (the “Services”), which was subsequently amended; and

WHEREAS, WRCOG and the Member Agency entered into the “Maintenance Agreement between the Western Riverside Council of Governments and [MEMBER AGENCY] to Implement the Retrofit, Maintenance and Repair Program for Streetlights” on June 1, 2019, 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 and acquisition of retrofit equipment on behalf of the Member Agency within the Member Agency’s jurisdiction and to administer such agreements; and

WHEREAS, the Original Professional Services Agreement expired and WRCOG has entered into a “Western Riverside Council of Governments Professional Services Agreement” with Yunex LLC dated [REDACTED], 2023 (the “Professional Services Agreement”), to provide professional services for the installation of LED street lights and the ongoing operations and maintenance of the street light systems for member agencies; and

WHEREAS, the Parties desire enter into this First Amendment to amend the Implementation Agreement, as permitted pursuant to the provisions of thereof, to replace the Original Professional Services Agreement attached as Exhibit A to the Implementation Agreement with the Professional Services Agreement, attached as Exhibit A hereto; and

WHEREAS, the City Council has authorized the Member Agency to enter into this First Amendment.

NOW, THEREFORE, the Parties hereby understand and agree as follows:

AGREEMENT

Section 1: Amendment to the Implementation Agreement.

Exhibit A of the Implementation Agreement shall be replaced with the Professional Services Agreement attached hereto as Exhibit A.

Section 2: Effect of this First Amendment on the Other Terms and Provisions of the Implementation Agreement.

All terms and provisions of the Implementation Agreement, shall remain in full force and legal effect except as expressly modified by the provisions of this First Amendment.

DRAFT

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

[MEMBER AGENCY]

By: _____
Dr. Kurt Wilson
Executive Director

By: _____
Title: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
General Counsel
Best Best & Krieger LLP

By: _____
Its: _____

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT

DRAFT



Western Riverside Council of Governments Administration & Finance Committee

Staff Report

Subject: California Air Resources Board Grant Opportunity: Regional Zero Emissions Vehicle Deployment Support and Toolkit

Contact: Taylor York, Program Manager, tyork@wrcog.us, (951) 405-6751

Date: September 13, 2023

Recommended Action(s):

1. Receive and file.
-

Summary:

WRCOG is seeking funding from the California Air Resources Board (CARB) to assist local municipalities with acquiring and deploying zero-emission vehicles (ZEV) and supporting charging and fueling infrastructure. The project would be funded by CARB's Advanced Technology Demonstration and Pilot Projects Program under the Municipal Green Zones category. Multiple WRCOG member agencies have expressed interest in the project.

A successful grant application would attain up to \$15M in funding to directly offset the cost of ZEVs and infrastructure for municipalities, provide technical resources and training, conduct community and stakeholder engagement, monitor and track project success, and compile a toolkit to help guide other municipalities with future ZEV projects. This would be a single, regional application open to Clean Cities Coalition members.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item to provide information regarding a grant application to CARB related to the Municipal Green Zones. This grant will be used to acquire funding which would allow local member agencies to purchase ZEVs and technologies. These purchases would then help agencies meet new State regulations requiring deployment of ZEVs into agency fleets. This effort addresses WRCOG 2022-2027 Strategic Plan Goal #5 (Develop projects and programs that improve infrastructure and sustainable development in our subregion).

Discussion:

Background

As adoption of ZEVs and technology continues to grow at a rapid pace, State policy and market forces are driving the adoption of ZEVs into fleets and the deployment of ZEV charging and fueling

infrastructure into communities. Local California municipalities are subject to expedited, State-mandated timelines for adoption, but may not have the resources, knowledge, experience, or funding to acquire and deploy technologies within these timelines. Multiple WRCOG Clean Cities Coalition member agencies have expressed interest in resources to support ZEV deployment in their fleets and communities. The mission of the Clean Cities Coalition is to support member agencies by seeking these resources.

CARB has made \$215M available through competitive grant solicitation to support deployment of ZEVs throughout the state. Funding is available through the [Advanced Technology Demonstration and Pilot Projects Program](#). CARB's goal under this solicitation is to support a wide array of ZEV projects as well as Municipal Green Zones. Applicants can request up to \$15M in funding per project.

The Municipal Green Zones category supports zero-emission holistic projects that could be focused on almost any operations within a city, municipality, or group of cities that currently use combustion technologies in carrying out the duties of the municipality, supporting broad and creative paths to ZEV and equipment adoption. Project proposals for this category will need to request a minimum of \$750,000 in funding, as the intent for this category is to demonstrate potentially more than one zero-emission technology or strategy, perhaps encompassing more than one neighborhood.

Present Situation

WRCOG staff propose seeking funding from the Advanced Technology Demonstration and Pilot Projects Program to support ZEV deployment for multiple municipalities in the subregion. This would be a regional effort, with WRCOG serving as project lead. If awarded funding, the project will:

- Directly offset the cost of ZEVs and infrastructure for municipalities.
- Directly offset the cost of ZEVs and infrastructure for municipalities.
- Provide technical resources to help municipalities navigate the acquisition and deployment process.
- Conduct community and stakeholder engagement in support of the deployment.
- Provide technician training.
- Compile processes, successes, challenges, and other considerations from this process into a ZEV transition toolkit that can be used by other municipalities.
- Monitor data for a period after the grant is completed.

Project benefits would be achieved through the work of WRCOG staff, participating municipalities, technical and community engagement consultant(s), and participation from a diverse set of community members and industry stakeholders.

As of the writing of this report, WRCOG staff is currently in discussions with the Cities of Banning, Corona, and Moreno Valley, and multiple County departments to determine level of interest, vehicle and technology needs, and appropriate level of funding. This list may grow as staff continue to engage other municipalities.

The grant application will require a demonstration of benefits to priority populations, as defined by the California Climate Investments Priority Populations (program:

<https://www.caclimateinvestments.ca.gov/priority-populations>, mapping tool:

<https://oehha.ca.gov/calenviroscreen/sb535>). Municipalities will be responsible for implementing the

funded technology into their fleets, deploying infrastructure, and updating local policies and ordinances, as appropriate, to support this effort and future deployment.

To ensure a competitive grant application, WRCOG is employing the services of Blais & Associates, one of the on-call grant writing consultants. This decision is based on the following considerations:

- The grant application requires a significant amount of technical data and analysis, including information regarding potential green house gas emissions reductions associated with public agency ZEV vehicle purchases. A grant writing consultant will be able to assemble this information in a more efficient manner than WRCOG staff.
- This grant is open statewide and will likely attract applications from other regional agencies, particularly those from larger metropolitan regions. These agencies often employ grant writing consultants to assist with grant preparation. A review of previous grant applications for other programs demonstrate that grants prepared by grant writing consultants often perform better than those prepared by in-house staff.
- The use of a consultant grant writer to prepare the grant application and perform the analysis will allow staff to focus on securing letters of support and firm commitments from members agencies which wish to participate in this grant.

Staff anticipates that the cost to prepare this grant is approximately \$40K, which is consistent our experience with complex grant applications, both for WRCOG and outside agencies. Costs for grant preparation have risen significantly over the past several years as the general complexity of grants have increased.

Staff expect to request up to \$5M, depending on municipality needs. CARB will require a cost match for the project, which will range between 15% and 50%, depending on fleet size. To meet this match, the project will provide up to 50% of the cost to purchase ZEVs, and municipalities will be responsible for the remainder. Participating jurisdictions will be responsible for this cost match for vehicle and infrastructure purchases. Staff time from all participants and WRCOG will also be presented as in-kind match. It is expected that municipalities will use these funds to deploy zero-emission versions of vehicles that they already need or are expecting to adopt into their fleets.

WRCOG staff are requesting letters of commitment from all participating municipalities. WRCOG will be working with grant writers to ensure the application is properly prepared and competitive. The submission is due October 12, 2023.

New Program Framework Evaluation

WRCOG staff evaluated this effort using the New Program Evaluation framework, which found a number of positive aspects to this application. Some key positive aspects to this application include:

- Criteria #1 - Level of regional concern
- Criteria #2 - Consistency with WRCOG Strategic Plan
- Criteria #3 - Has WRCOG received requests to address this issue?
- Criteria #13 - Consistency with existing WRCOG programs
- Criteria #15 - Negative outcomes if WRCOG chooses not to act

The main challenges associated with this grant, should WRCOG secure the funding, relate to the following criteria:

- Criteria # 9 - Restrictions on use of funds
- Criteria #12 - Administrative requirements

As with any grant of this size and scale, it is likely that CARB will require significant oversight regarding how the funds are to be used and also require extensive reporting on the effort. Both issues can be addressed with the appropriate level of administrative support.

Please see Attachment 1 to this Staff Report for more information on the evaluation and how this effort was evaluated based on each criteria.

Prior Action(s):

None.

Financial Summary:

The cost to prepare the grant application is approximately \$40k. The Clean Cities Fund (120) will cover \$15k, and the remaining \$25k will be covered by the Local Transportation fund (210), both of which are included in the Fiscal Year 2023/2024 budget under the consulting expense line item.

If successful, this item could bring an estimated \$300,000 in funding directly to WRCOG and up to \$5M to fund project components that directly benefit WRCOG members.

Attachment(s):

[Attachment 1 - CARB ZEV Grant New Program Guidelines](#)

	Questions	Low	Medium	High	Analysis
1	What is the level of regional concern regarding this issue?	Issue is discussed rarely within the WRCOG subregion. Low awareness among Agency Staff and Elected Officials.	Some discussion but not seen as a regional priority. Moderate level of awareness among Agency Staff and Elected Officials.	Regular discussion of the issue and high level of awareness among Agency Staff and Elected Officials. Seen as a regional priority.	Air quality is a major concern in the subregion, and this program will enable direct reductions of harmful emissions in multiple communities. State policies are mandating a transition to ZEVs, and this program will provide resources to enable this.
2	How consistent is this issue with the WRCOG Strategic Plan?	Not directly addressed	Indirectly addressed	Specifically listed in Strategic Plan	This project directly aligns with Goal #5 - Develop projects and programs that improve infrastructure and sustainable development in our subregion.
3	Has WRCOG received requests to address this issue?	WRCOG has not received direct requests related to this item	WRCOG has received a limited number of requests related to this item	WRCOG has received a significant number of requests related to this item	Clean Cities member agencies regularly request assistance with funding and support for ZEV deployment.
4	Is this issue being addressed by other agencies in the WRCOG region?	High number of agencies currently addressing this issue.	Limited number of agencies addressing this issue.	No other agencies are currently addressing this issue in the region.	State agencies are providing some funding to cities, who can apply on their own. However, a regional application strengthens competitiveness and outcomes. Currently, there are no others taking this regional approach.
5	What is the track record of other agencies implementing similar efforts?	Recent efforts by others have not been successful or no comparable examples.	Moderate level of success by others.	Similar efforts have a demonstrated track record of success.	Many agencies in the region have had significant success acquiring funds and deploying alternative fuel technology, but this project is somewhat unique in its scope and regional scale.
6	What is the level of Staff expertise in this area?	Low level of staff expertise.	Some staff in WRCOG have moderate level of experience.	Multiple staff members have high level of expertise in this issue area.	Coalition staff are highly experienced in this field and, if awarded, the grant will fund 3rd party technical experts.
7	What is the level of available funding to start this initiative?	Limited funding available for start-up/initiation costs.	Some funding available but would require reallocation of resources.	Sufficient funding available to initiate this effort.	Coalition staff are highly experienced in this field and, if awarded, the grant will fund 3rd party technical experts.
8	What is the level of available funding to maintain this initiative?	Additional funds will have to be secured to implement this effort.	On-going funding is available but some effort require to secure the funding.	Initiative has secured sufficient funding to be self-sustaining for the foreseeable future.	Cities will acquire, own, and operate the equipment. The project will compile a toolkit that can be used by others in the future. Cities are contributing matching funding for the technology acquisition, and, in most cases, these are vehicle types that fleets already planned to purchase.
9	Do the fund associated with this effort carry significant restrictions on their use by WRCOG?	Fund carry high levels of reporting requirements or other similar restrictions.	Additional requirements for funds associated with this effort but can be addressed through existing processes.	No additional restrictions beyond those imposed on government agencies related to fiscal matters.	The program will require reporting, which can be addressed using funds acquired through the grant and existing resources. Funding will be highly restricted to zero-emission technologies and will only support activities within the scope of the grant.

10	How much control does WRCOG have over any implementation activities?	Implementation activities will be conducted by other parties with limited oversight/control by WRCOG. Implementation will be done by 3rd parties not associated with WRCOG.	WRCOG has some level of control over implementation through reporting or other oversight mechanisms.	WRCOG has direct control over the implementation activities related to this program.	WRCOG will provide resources, including funding and staff time, but agencies will be responsible for owning, operating, and maintaining the technology. Jurisdictions have committed to participate in this process, and WRCOG will provide overall project oversight.
11	What is the level of regulatory complexity?	Heavily regulated topic by Federal/State/Regional agencies. Will require significant legal and consultant assistance to address regulatory requirements.	Some regulation by Federal/State/Regional agencies. Some level of complexity that requires assistance by legal and consultants for regulatory issues.	Nominal level of complexity. Limited support needed from legal and consultants to address regulatory issues.	State grants come with some level of complexity, but WRCOG staff are experienced with grant management
12	How challenging are the administrative requirements associated with this initiative?	Will require dedicated staff to meet administrative requirements.	Administrative requirements can be met through reallocation of existing staff.	Administrative requirements can be met through existing staff with little disruption to existing work.	This is a large project that will require high levels of administrative effort. The staff has the bandwidth to address some of this, but the grant will also fund a contracted project manager (likely through the technical consulting firm) to assist.
13	How consistent is this initiative with existing WRCOG programs?	No relationship with existing WRCOG programs.	Indirect relationship with existing WRCOG programs/efforts.	Directly related to existing WRCOG programs/efforts.	Directly related to Clean Cities Coalition activities.
14	Is there documentation which describes WRCOG's roles and responsibilities?	Limited documentation regarding WRCOG's roles and responsibilities.	Some documentation with funding or regulatory agency but no documentation with other parties.	Agreements with funding/regulatory agencies and member agencies which clearly delineate roles and responsibilities.	The project will be guided by a detailed scope and budget and will require agreements between WRCOG and agencies clearly outlining responsibilities.
15	What is the level of negative outcomes if WRCOG chooses not to act?	No negative outcomes for WRCOG members if WRCOG does not act.	Limited number of negative outcomes for WRCOG members associated with not acting.	Multiple negative consequences for WRCOG Member agencies and others if WRCOG fails to act	This project is meant to help cities address ZEV transition and related state mandates. Negative impacts will not be seen from not supporting this application but could occur if municipalities do not meet mandates.
16	What are the financial impacts to WRCOG to discontinue the effort if WRCOG initiates this work?	High level of financial impacts to WRCOG if the initiative/effort is discontinued such as long-term financial obligations or revenue loss to WRCOG. Limited ability to mitigate those impacts.	Financial impact to WRCOG but impact can be mitigated through various strategies.	Limited financial impacts to WRCOG to discontinue this effort.	This is a grant application, and WRCOG is not obligated to move forward. Discontinuing work will not have financial impacts.
17	What are the legal impacts for WRCOG to discontinue the effort if WRCOG initiates this work?	Long-term legal implications for WRCOG to discontinue the program. Limited ability to mitigate those impacts.	Legal impacts to WRCOG can be mitigated through various strategies.	Limited legal impacts to WRCOG if we discontinue this effort.	This is a grant application, and WRCOG is not obligated to move forward. Discontinuing work will not have legal impacts.
18	Does WRCOG have clearly stated and understood goals for this initiative?	Goals are not well defined or there is not significant agreement on goals for the effort.	Some clarity on effort goals but there is some level of ambiguity.	Clearly defined goals for this effort.	The goals are the deployment of ZEV technology, deepening municipal knowledge of ZEV technology, and providing a template for others to follow in the future.

19	Does the initiative provide deliverables or services which directly benefit WRCOG member agencies?	Effort produces few tangible products which benefit WRCOG member agencies.	Products/services provide some value to limited number of WRCOG agencies.	Products/services would be widely used by WRCOG members.	While only a limited number of agencies will receive funding for deployment, the toolbox will be available for wide use by other WRCOG agencies and beyond. Participation is limited by Clean Cities membership status and disadvantaged community qualifications.
20	What is the level of external stakeholder support for this effort?	External stakeholders are directly opposed to this effort.	Indifference by external stakeholders for this effort.	High level of support for this effort by external stakeholders.	This project will serve as a pilot program to allow cities to learn about operating ZEVs while making a positive impact on air quality in our region.



Western Riverside Council of Governments Administration & Finance Committee

Staff Report

Subject: Advocacy Ad Hoc Committee Update
Contact: Bonnie Woodrome, Manager of Communications and External Affairs,
bwoodrome@wrcog.us, (951) 405-6752
Date: September 13, 2023

Recommended Action(s):

1. Receive and file.
-

Summary:

Staff will provide an update on recent discussions by the Advocacy Ad Hoc Committee.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to provide an update on the activities of the Advocacy Ad Hoc Committee. This effort supports Strategic Plan Goal #1 (Serve as an advocate at the regional, state and federal level for the Western Riverside subregion).

Discussion:

The Advocacy Ad Hoc Committee, made up of four Executive Committee Members, has convened to review legislation. Staff will provide an update from these meetings and share the status of selected bills.

Prior Action(s):

None.

Financial Summary:

Advocacy-related efforts are primarily comprised of staff time, which is included in the Fiscal Year 2023/2024 budget under the Executive Department.

Attachment(s):

None.