



Western Riverside Council of Governments Administration & Finance Committee

AGENDA

**Wednesday, June 13, 2018
12:00 p.m.**

**Western Riverside Council of Governments
Citrus Tower
3390 University Avenue, Suite 450
Riverside, CA 92501**

In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if special assistance is needed to participate in the Administration & Finance Committee meeting, please contact WRCOG at (951) 405-6703. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility at the meeting. In compliance with Government Code Section 54957.5, agenda materials distributed within 72 hours prior to the meeting which are public records relating to an open session agenda item will be available for inspection by members of the public prior to the meeting at 3390 University Avenue, Suite 450, Riverside, CA, 92501.

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

1. CALL TO ORDER (Debbie Franklin, Chair)

2. PUBLIC COMMENTS

At this time members of the public can address the Administration & Finance Committee regarding any items 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.

3. MINUTES

A. Summary Minutes from the May 9, 2018, Administration & Finance Committee Meeting are Available for Consideration.

P. 1

Requested Action: 1. *Approve the Summary Minutes from the May 9, 2018, Administration & Finance Committee meeting.*

4. CONSENT CALENDAR

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

A. Finance Department Activities Update **P. 5**

Requested Action: 1. *Receive and file.*

B. Regional Streetlight Program Activities Update **P. 11**

Requested Action: 1. *Recommend that the Executive Committee authorize the Executive Director, subject to legal counsel review and approval, to enter into an Equipment Purchase Agreement with California Electric Supply for LED fixtures and equipment procurement in an amount not to exceed \$8,400,000.*

C. Amendments to Professional Services Agreements for On-Call Planning Professional Services for Member Jurisdictions **P. 33**

Requested Actions: 1. *Approve the First Amendment to the Professional Services Agreement between the Western Riverside Council of Governments and KOA Corporation to provide WRCOG planning support and advisory services in an amount not to exceed \$50,000 for this Amendment and \$100,000 in total.*
2. *Approve the First Amendment to the Professional Services Agreement between the Western Riverside Council of Governments and KTUA to provide WRCOG additional grant writing assistance in an amount not to exceed \$50,000 for this Amendment and \$100,000 in total.*

D. Grant Writing Assistance Program Update **P. 47**

Requested Action: 1. *Receive and file.*

5. REPORTS / DISCUSSION

A. PACE Programs Proposal on New Commercial Construction **P. 49**

Requested Action: 1. *Recommended that the Executive Committee approve proposed changes to the PACE Program Reports and Greenworks Commercial Program Handbook to allow for PACE financing on new commercial construction projects.*

B. WRCOG Executive Committee Member Alternate Provisions **P. 73**

Requested Action: 1. *Provide direction to staff regarding any potential changes to the current alternate process for Board of Supervisors members as set forth in the JPA agreement.*

C. Adoption of Salary Schedule to meet CalPERS Requirements P. 113

- Requested Actions:**
1. *Recommend that the Executive Committee approve the Salary Schedule as to form.*
 2. *Utilize a Cost-of-Living Adjustment (COLA) to provide for future annual adjustments of the Salary Schedule, using the Los Angeles / Long Beach / Anaheim demographics from the U.S. Department of Labor Bureau's website.*

D. Approval of Professional Services Agreement with WSP USA to Provide Technical Support for the Riverside County Traffic Analysis Model Update P. 119

- Requested Action:**
1. *Approve the Professional Services Agreement between the Western Riverside Council of Governments and WSP USA to provide technical and advisory support for the update of the Riverside County Traffic Analysis Model in an amount not to exceed \$749,548.*

E. Western Community Energy Activities Update P. 151

- Requested Action:**
1. *Receive and file.*

F. 27th Annual General Assembly & Leadership Address Update P. 155

- Requested Action:**
1. *Receive and file.*

6. ITEMS FOR FUTURE AGENDAS Members

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

7. GENERAL ANNOUNCEMENTS Members

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

8. NEXT MEETING: The next Administration & Finance Committee meeting is scheduled for Wednesday, July 11, 2018, at 12:00 p.m., at WRCOG's office located at 3390 University Avenue, Suite 450, Riverside.

9. ADJOURNMENT

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1. CALL TO ORDER

The meeting of the Administration & Finance Committee (Committee) was called to order at 12:00 p.m. by Chair Debbie Franklin at WRCOG's Office, Citrus Conference Room.

Members present:

Debbie Franklin, City of Banning (Chair)
Bonnie Wright, City of Hemet
Laura Roughton, City of Jurupa Valley
Brian Tisdale, City of Lake Elsinore
Kelly Seyarto, City of Murrieta
Ben Benoit, City of Wildomar
Rusty Bailey, City of Riverside (12:37 p.m. arrival)
Marion Ashley, County of Riverside District 5
Brenda Dennstedt, Western Municipal Water District (12:04 p.m. arrival)

Staff present:

Haviva Shane, Legal Counsel, Best & Krieger
Rick Bishop, Executive Director
Ernie Reyna, Chief Financial Officer
Barbara Spoonhour, Director of Community Choice Aggregation Development
Chris Gray, Director of Transportation
Casey Dailey, Director of Energy and Environmental Programs
Andrew Ruiz, Program Manager
Andrea Howard, Program Manager
Janis Leonard, Administrative Services Manager
Cynthia Mejia, Staff Analyst
Suzy Nelson, Administrative Assistant

Guest present:

Clint Lorimore, Building Industry Association

2. PUBLIC COMMENTS

There were no public comments.

3. MINUTES – (District 5 / Jurupa Valley) 6 yes; 0 no; 1 abstention. Item 3.A was approved. The Cities of Corona and Riverside and the Western Municipal Water District were not present. District 3 abstained.

A. Summary Minutes from the April 11, 2018, Administration & Finance Committee Meeting are Available for Consideration.

Action: 1. Approved the Summary Minutes from the April 11, 2018, Administration & Finance Committee meeting.

4. CONSENT CALENDAR – (Jurupa Valley / Hemet) 7 yes; 0 no; 0 abstention. Items 4.A and 4.B were approved. The Cities of Corona and Riverside and the Western Municipal Water District were not present.

A. Finance Department Activities Update

Action: 1. *Received and filed.*

B. Agency IT / AV Professional Services agreement

Action: 1. *Recommended that the Executive Committee authorize the Executive Director to negotiate and enter into a Professional Services agreement with TWINTEL Solutions, Inc., as to form, to provide Information Technology an Audio / Visual services in an amount not to exceed \$114,000 annually.*

5. REPORTS / DISCUSSION

A. Final Draft Fiscal Year 2018/2019 Agency Budget

Ernie Reyna reported that this is the second review of the Budget by the Committee.

Andrew Ruiz reported that staff has budgeted a 25% decrease in revenues for the California HERO Program. Given this, revenue estimates are more conservative, decreasing the budgeted residential HERO revenues an additional 15%. Spruce has ceased operation of its PACE Program, and those revenue projections have been removed from the budget. Additional PACE providers are anticipated to join under WRCOG's umbrella, which could provide growth in the market.

At the last meeting, a presentation on salaries and benefits was provided, which provided for a budget increase of approximately \$90k to use for a variety of additional benefits. Potential benefits include a defined match to a retirement contribution plan, a vision and dental plan which would cover both the employee and his / her entire family, a wellness benefit that would cover, for example, providing healthy snacks at work, and/or employer-paid gym membership. Staff is looking to utilize a benefits broker who could potentially negotiate better prices. These benefits will be rolled-out slowly, as revenues increase and the PACE Program stabilizes.

Action: 1. *Recommended that the Executive Committee approve the Final Draft Fiscal Year 2018/2019 Agency Budget, substantially as to form.*

(Murrieta / Hemet) 8 yes; 0 no; 0 abstention. Item 5.A was approved. The Cities of Corona and Riverside were not present.

B. Experience Regional Innovation Center Feasibility Analysis Update

Andrea Howard reported that the concept of Experience is an evolution of WRCOG's Economic Development and Sustainability Framework. The Experience concept is a way to advance the Framework by providing a physical space to apply, test, and refine strategies to implement the Framework by bringing the concepts identified to life. Experience would also serve to highlight the work of member jurisdictions, so that the subregion becomes known for the innovations and pioneering efforts led here. The Center could include anything from an incubator and co-working space, to walking paths and a farm-to-table restaurant.

The Experience concept is pulling from local and national models such as educational and community-serving, research, and economic development.

The Experience Feasibility Analysis seeks to identify the realistic terms and viability of bringing this concept to life. Staff will continue defining and refining the goals and mission for Experience, identify which program elements to include, reviewing the feasibility, strengths and weaknesses of four specific site locations, and determining potential financing partnerships and operational opportunities.

A Steering Committee, composed of some Executive Committee members, staff from member

jurisdictions, and regional stakeholders has been created to provide feedback at critical points throughout the Analysis. Three meetings have been held; the first meeting set the stage for the analysis and established initial goals; the second meeting consisted of a Q&A session with a few relevant models; and the third meeting focused on selecting program elements for inclusion in subsequent phases of the Analysis and refining the mission statement. The next meeting will review the results of the operations and constraints analysis, as well as the demand analysis. The fifth meeting will explore governance, operations and partnership opportunities. Final recommendations will be presented at the final meeting in August 2018.

Action: 1. *Received and filed.*

6. ITEMS FOR FUTURE AGENDAS

Chair Franklin would like a presentation on Community Business Agreements.

7. GENERAL ANNOUNCEMENTS

Rick Bishop announced that the website for Western Community Energy is up and running, and shared Q&A videos which are posted on that website.

8. CLOSED SESSION

There was no reportable action.

9. NEXT MEETING: The next Administration & Finance Committee meeting is scheduled for Wednesday, June 13, 2018, at 12:00 p.m., at WRCOG's office located at 3390 University Avenue, Suite 450, Riverside.

10. ADJOURNMENT: The meeting of the Administration & Finance Committee adjourned at 1:15 p.m.

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Western Riverside Council of Governments

Administration & Finance Committee

Staff Report

Subject: Finance Department Activities Update

Contact: Andrew Ruiz, Program Manager, aruiz@wrcog.us, (951) 405-6741

Date: June 13, 2018

The purpose of this item is to provide an update on the Fiscal Year (FY) 2018/2019 Agency Budget development process, the 4th Quarter Budget amendment schedule for FY 2017/2018, the FY 2017/2018 Agency Audit, and the Agency Financial Report summary through March 2018.

Requested Action:

1. Receive and File.

FY 2018/2019 Agency Budget Development Process

Staff is finalizing the FY 2018/2019 Agency Budget; below is the schedule of presentations for review and action at the various Committees, including the General Assembly:

April 11, 2018:	Administration & Finance Committee (first review)
April 19, 2018:	Technical Advisory Committee (first review)
April 26, 2018:	Finance Directors Committee (first review)
May 7, 2018:	Executive Committee (first review)
May 9, 2018:	Administration & Finance Committee (second review)
May 17, 2018:	Technical Advisory Committee (<i>second review and recommendation</i>)
June 4, 2018:	Executive Committee (<i>second review and recommendation</i>)
June 21, 2018:	General Assembly (<i>action</i>)

4th Quarter Budget Amendment

June 30, 2018, will mark the end of the fourth quarter of FY 2017/2018. The Administration & Finance Committee will consider the 4th Quarter Draft Budget Amendment at its July 11, 2018, meeting. The Technical Advisory Committee will consider the amendment report at its July 19, 2018, meeting, and the Executive Committee will consider the amendment on August 6, 2018.

FY 2017/2018 Agency Audit

WRCOG's annual Agency interim audit was completed on May 31, 2018. WRCOG utilizes the services of the audit firm Rogers, Anderson, Malody, and Scott (RAMS) to conduct its financial audit. The first visit is known as the "interim" audit; in August, RAMS will return to finish its second round, which is known as "fieldwork."

Financial Report Summary through April 2018

The Agency Financial Report summary through April 2018, a monthly overview of WRCOG's financial statements, in the form of combined Agency revenues and costs, is provided as Attachment 1.

Prior Actions:

- June 4, 2018: The Executive Committee received and filed.
- May 17, 2018: The Technical Advisory Committee received and filed.
- May 9, 2018: The Administration & Finance Committee received and filed.

Fiscal Impact:

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

Attachment:

1. Financial Report summary – April 2018.

Item 4.A

Finance Department Activities Update

Attachment 1

Financial Report summary – April 2018

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Western Riverside Council of Governments
Monthly Budget to Actuals
For the Month Ending April 30, 2018

	Approved 6/30/2018 Budget***	Thru 4/30/2018 Actual	Remaining 6/30/2018 Budget
Revenues			
Member Dues	311,410	313,695	(2,285)
General Assembly	300,000	18,800	281,200
PACE Residential Revenue	816,771	826,911	(10,140)
CA HERO Residential Revenue	4,000,000	3,443,056	556,944
The Gas Company Partnership	50,000	31,377	18,623
SCE WREP Revenue	75,000	80,114	(5,114)
PACE Residential Recording Revenue	182,775	186,155	(3,380)
CA HERO Residential Recording Revenue	1,000,000	707,175	292,825
CA First Residential Revenue	167,000	30,536	136,464
CA First Residential Recording Revenue	86,000	11,511	74,489
Other Misc Revenue	-	3,928	(3,928)
Solid Waste	117,100	78,835	38,265
Used Oil Revenue	255,000	207,961	47,039
Active Transportation Revenue	150,000	80,567	69,433
RIVTAM Revenue	25,000	25,000	-
Air Quality-Clean Cities	137,500	138,000	(500)
LTF	726,000	726,000	-
Commercial/Service - Admin Portion	101,097	95,225	5,872
Retail - Admin Portion	118,867	96,464	22,404
Industrial - Admin Portion	249,133	353,562	(104,429)
Residential/Multi/Single - Admin Portion	1,045,779	822,382	223,396
Multi-Family - Admin Portion	129,787	84,303	45,484
Commercial/Service - Non-Admin Portion	2,426,945	2,380,632	46,313
Retail - Non-Admin Portion	2,852,820	2,411,589	441,230
Industrial - Non-Admin Portion	5,979,195	8,839,054	(2,859,859)
Residential/Multi/Single - Non-Admin Portion	25,098,070	20,559,557	4,538,513
Multi-Family - Non-Admin Portion	3,114,890	2,107,573	1,007,316
Other Misc Revenue		6,818	(6,818)
Total Revenues	52,475,415	44,666,781	7,808,635
Expenditures			
Wages & Salaries	2,581,400	2,279,648	301,752
Fringe Benefits	739,956	576,358	163,598
Total Wages and Benefits	3,381,356	2,856,005	525,350
Overhead Allocation	2,219,371	1,849,476	369,895
General Legal Services	634,193	603,183	31,010
3rd Party Litigation	250,000	139,862	110,138
Audit Fees	27,500	20,200	7,300
Bank Fees	29,000	23,806	5,194
Commissioners Per Diem	62,500	42,750	19,750
Office Lease	427,060	213,560	213,500
WRCOG Auto Fuel	750	574	176
WRCOG Auto Maintenance	260	710	(450)
Special Mail Svcs	1,800	1,314	486
Parking Validations	6,458	8,062	(1,604)

Staff Recognition	1,245	525	720
Coffee and Supplies	1,363	1,248	115
Event Support	103,364	84,580	18,784
General Supplies	29,292	17,567	11,725
Computer Supplies	14,004	7,887	6,117
Computer Software	28,522	22,308	6,214
Rent/Lease Equipment	35,100	21,459	13,641
Membership Dues	34,448	20,212	14,236
Subscriptions/Publications	5,238	723	4,515
Meeting Support/Services	19,667	14,099	5,568
Postage	6,412	6,715	(303)
Other Household Expenditures	4,490	1,156	3,334
COG Partnership Agreement	25,000	13,702	11,298
Storage	12,296	11,655	641
Printing Services	16,462	5,549	10,913
Computer Hardware	4,286	1,692	2,594
Misc. Office Equipment	1,376	688	688
EV Charging Equipment	5,975	5,975	-
Communications-Regular	12,978	12,958	20
Communications-Long Distance	500	231	269
Communications-Cellular	14,155	10,128	4,027
Communications-Comp Sv	77,409	40,557	36,852
Communications-Web Site	8,465	7,869	596
Equipment Maintenance - General	10,000	5,737	4,263
Equipment Maintenance - Computers	26,200	11,927	14,273
Insurance - General/Business Liason	73,705	65,631	8,075
WRCOG Auto Insurance	3,457	3,457	(0)
PACE Recording Fees	1,404,783	994,231	410,552
Seminars/Conferences	22,494	13,604	8,890
General Assembly Expenditures	300,000	48,064	251,936
Travel - Mileage Reimbursement	28,033	17,670	10,363
Travel - Ground Transportation	8,272	2,852	5,420
Travel - Airfare	26,506	12,346	14,160
Lodging	18,068	9,778	8,290
Meals	11,283	5,006	6,277
Other Incidentals	11,676	7,068	4,608
Training	15,400	9,060	6,340
Supplies/Materials	63,292	281	63,011
Ads	81,071	79,525	1,546
Education Reimbursement	13,553	2,500	11,053
Consulting Labor	4,306,894	1,816,556	2,490,338
Consulting Expenses	96,466	4,443	92,023
TUMF Project Reimbursement	39,000,000	12,942,117	26,057,883
BEYOND Expenditures	2,052,917	578,025	1,474,892
Computer Equipment Purchases	44,877	17,847	27,030
Office Furniture Purchases	312,500	265,488	47,012
Total General Operations	61,584,166	20,126,193	41,457,973
Total Expenditures	64,965,522	22,982,198	41,983,324

***Includes 1st & 2nd & 3rd quarter budget amendments



Western Riverside Council of Governments Administration & Finance Committee

Staff Report

Subject: Regional Streetlight Program Activities Update

Contact: Tyler Masters, Program Manager, tmasters@wrcog.us, (951) 405-6732

Date: June 13, 2018

The purpose of this item is to provide an update on the Western Riverside County streetlight acquisition, the not-to-exceed contract amount for the purchase of LED lighting fixtures, and streetlight transition processes and the participating jurisdictions' next steps.

Requested Action:

1. Recommend that the Executive Committee authorize the Executive Director, subject to legal counsel review and approval, to enter into an Equipment Purchase Agreement with California Electric Supply for LED fixtures and equipment procurement in an amount not to exceed \$8,400,000.

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

Background

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

LED Fixture Selection - California Electric Supply / GE Equipment Purchase Agreement

As 11 jurisdictions within Western Riverside County looked forward to purchasing their streetlights back from SCE and readied themselves for subsequent ownership of these systems within 2018, WRCOG staff was asked to examine regional procurement and retrofit of existing technologies for cost effective, energy efficient replacements.

On September 21, 2017, WRCOG released an RFQ to solicit suppliers interested in providing WRCOG's member jurisdictions with LED lights for the replacement of jurisdiction-owned streetlights, which is a primary goal of the Program.

After conducting two rounds of proposal evaluations, on December 21, 2017, and February 26, 2018, the WRCOG Evaluation Committee, comprised of WRCOG's financial advisors (PFM), O&M contractor (Siemens), and nine (out of 11) participating jurisdictions, recommended California Electric Supply, a local vendor, to provide the proposed product, General Electric (GE) LED fixtures, to all interested jurisdictions participating in

the Program. Following the technical analysis and regional assessment of all proposals by the Evaluation Committee, GE's product was selected by the Evaluation Committee as it best fit the following requirements: 1) cost effectiveness, 2) lighting output, 3) warranty, and 4) energy efficiency. Staff presented the Evaluation Committee's finding at the March 15, 2018, Technical Advisory Committee (TAC) meeting.

On April 2, 2018, the Executive Committee directed the Executive Director to enter into contract negotiations with California Electric Supply to provide GE LED fixtures to participating jurisdictions within the Regional Streetlight Program. The WRCOG RFQ Evaluation Committee found GE's LED lighting fixture offered by California Electric Supply to have demonstrated capacity to meet and exceed the project requirements including pricing, lighting output, storage / shipment, scheduling capacity, and incentive / rebate potential requirement.

The Equipment Purchase Agreement between WRCOG and California Electric Supply / GE (Attachment 1) provides the terms of the services for LED procurement that California Electric Supply will utilize for the jurisdictions which elect to move forward with the GE LED technology.

The total contract amount for the purchase of LED lighting fixtures for nearly 55,000 streetlights in Western Riverside County is not-to-exceed \$8,400,000. This contract equates to roughly \$153.33 per pole retrofit. Each jurisdiction's project costs will be held in a separate bank account for payment to the lighting distributor. For those jurisdictions that will be utilizing program financing, the appropriate disbursement will be made from the jurisdiction's approved financing. The not-to-exceed amount represents the costs of all eleven jurisdictions participating in the retrofit of their existing lights to LED.

Prior Action:

April 19, 2018: The Technical Advisory Committee received and filed.

Fiscal Impact:

Activities for the Regional Streetlight Program are included in the Agency's adopted Fiscal Year 2017/2018 Budget in the Energy Department.

Attachment:

1. Draft Equipment Purchase Agreement with California Electric Supply.

Item 4.B

Regional Streetlight Program
Activities Update

Attachment 1

Draft Equipment Purchase
Agreement with California Electric
Supply

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WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS EQUIPMENT PURCHASE AGREEMENT

This Equipment Purchase Agreement (“Agreement”) is entered into this ____ day of June, 2018 (“Effective Date”), by and between the Western Riverside Council of Governments (“WRCOG”), a public agency with its principal place of business at 3390 University Avenue, Riverside CA 92501, and [***INSERT NAME***], a [***INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***] with its principal place of business at [***INSERT ADDRESS***] (“Contractor”). WRCOG and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

Section 1. DEFINITIONS AND INCORPORATED DOCUMENTS.

A. Definitions.

1. “Equipment” means all machinery, equipment, items, parts, materials, labor or other services, including design, engineering and installation services, provided by Contractor as specified in Exhibit “A” to each Appendix, attached hereto and incorporated herein by reference.
2. “Delivery Date(s)” means that date or dates upon which the Equipment is to be delivered to WRCOG and its member agencies, ready for approval, testing and/or use as specified in Exhibit “B” to each Appendix, attached hereto and incorporated herein by reference.
3. “Member Agency” means any and all member agencies participating in WRCOG’s equipment purchase process. The following local agencies are Member Agencies for the purposes of this Agreement:

- | | |
|--------------------------------------|-------------------------|
| • City of Eastvale | • City of Moreno Valley |
| • City of Hemet | • City of Murrieta |
| • Jurupa Community Services District | • City of Perris |
| • City of Lake Elsinore | • City of San Jacinto |
| • City of Menifee | • City of Temecula |
| | • City of Wildomar |

B. Incorporated Documents.

1. The Request for Quotation No. 17-09 (“RFQ”) issued by WRCOG on September 21, 2017 and the CONTRACTOR’s response to the RFQ dated December 21, 2017 are incorporated herein by this reference.
2. Appendices and Exhibits. Each Member Agency shall execute its own Appendix, which shall cover the following for that Member Agency: Equipment Specifications (Exhibit A), Delivery Schedule (Exhibit B), and Fee Schedule (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 Moreno Valley
- Appendix 7 – City of Murrieta
- Appendix 8 – City of Perris
- Appendix 9 – City of San Jacinto
- Appendix 10 – City of Temecula
- Appendix 11 – City of Wildomar

Section 2. MATERIALS AND WORKMANSHIP.

When Exhibit “A” to an Appendix specifies machinery, equipment or material by manufacturer, model or trade name, no substitution will be made without WRCOG’s and the applicable Member Agency’s written approval. Machinery, equipment or material installed in the Equipment without the approval required by this Section 2 will be deemed to be defective material for purposes of Section 4. Where machinery, equipment or materials are referred to in Exhibit “A” to each Appendix as equal to any particular standard, WRCOG will decide the question of equality subject to prior written approval from the relevant Member Agency. When requested by WRCOG, Contractor will furnish WRCOG with the name of the manufacturer, the performance capabilities and other pertinent information necessary to properly determine the quality and suitability of any machines, equipment and material to be incorporated in the Equipment. Material samples will be submitted at WRCOG’s request.

Section 3. INSPECTIONS AND TESTS.

WRCOG and any Member Agency shall have the right to inspect and/or test the Equipment prior to acceptance. If upon inspection or testing the Equipment or any portion thereof are found to be nonconforming, unsatisfactory, defective, of inferior quality or workmanship, or fail to meet any requirements or specifications contained in Exhibit “A” to any Appendix, then without prejudice to any other rights or remedies, WRCOG or the applicable Member Agency may reject

the Equipment or exercise any of its rights under Section 4.C. The inspection, failure to make inspection, acceptance of goods, or payment for goods shall not impair WRCOG's or the applicable Member Agency's right to reject nonconforming goods, irrespective of WRCOG's or the applicable Member Agency's failure to notify Contractor of a rejection of nonconforming goods or revocation of acceptance thereof or to specify with particularity any defect in nonconforming goods after rejection or acceptance thereof.

Section 4. WARRANTY.

A. Contractor warrants that the Equipment will be of merchantable quality and free from defects in design, engineering, material and workmanship for a period of two (2) years, or such longer period as provided by a manufacturer's warranty or as agreed to by Contractor and WRCOG (through the RFQ process or otherwise) subject to prior written approval from the relevant Member Agency, from the date of final written acceptance of the Equipment by WRCOG as required for final payment under Section 7. Contractor further warrants that any services provided in connection with the Equipment will be performed in a professional and workmanlike manner and in accordance with the highest industry standards.

B. Contractor further warrants that all machinery, equipment or process included in the Equipment will meet the performance requirements and specifications specified in Exhibit "A" to each Appendix and shall be fit for the purpose intended. WRCOG's and any applicable Member Agency's inspection, testing, approval or acceptance of any such machinery, equipment or process will not relieve Contractor of its obligations under this Section 4.B.

C. For any breach of the warranties contained in Section 4.A and Section 4.B, Contractor will, immediately after receiving notice from WRCOG or the applicable Member Agency, at the option of WRCOG or the applicable Member Agency, and at Contractor's own expense and without cost to WRCOG or the applicable Member Agency:

1. Repair the defective Equipment;
2. Replace the defective Equipment with conforming Equipment, F.O.B. WRCOG's plant, office or other location of WRCOG where the Equipment was originally performed or delivered, including the applicable Member Agency's site; or
3. Repay to WRCOG or the Applicable Member Agency the purchase price of the defective Equipment.

If WRCOG or the applicable Member Agency selects repair or replacement, any defects will be remedied without cost to WRCOG or the applicable Member Agency, including but not limited to, the costs of removal, repair and replacement of the defective Equipment, and reinstallation of new Equipment. All such defective Equipment that is so remedied will be similarly warranted as stated above. In addition, Contractor will repair or replace other items of the Equipment which may have been damaged by such defects or the repairing of the same, all at its own expense and without cost to WRCOG or the applicable Member Agency.

D. Contractor also warrants that the Equipment is free and clear of all liens and encumbrances whatsoever, that Contractor has a good and marketable title to same, and that Contractor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Equipment. Contractor agrees to indemnify, defend and hold WRCOG and all Member Agencies harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

E. In the event of a breach by Contractor of its obligations under this Section 4, WRCOG and any Member Agency will not be limited to the remedies set forth in this Section 4, but will have all the rights and remedies permitted by applicable law, including without limitation, all of the rights and remedies afforded to WRCOG and any Member Agency under the California Commercial Code.

F. Notwithstanding the foregoing, Contractor shall comply with all warranty requirements included in the RFQ. To the extent any of the warranty requirements in this Section 4 conflict with those in the RFQ, the provisions of the RFQ will prevail.

Section 5. PRICES.

Unless expressly provided otherwise, all prices and fees specified in Exhibit "C;" to each Appendix, attached hereto and incorporated herein by reference, are firm and shall not be subject to change without the written approval of WRCOG and the applicable Member Agency. No extra charges of any kind will be allowed unless specifically agreed to in writing by WRCOG's authorized representative and the applicable Member Agency. The total price shall include (i) all federal, state and local sales, use, excise, privilege, payroll, occupational and other taxes applicable to the Equipment furnished to WRCOG and the Member Agencies hereunder; and (ii) all charges for packing, freight and transportation to destination.

Section 6. CHANGES.

WRCOG and any applicable Member Agency, at any time, by a written order, and without notice to any surety, may make changes in the Equipment, including but not limited to, WRCOG's requirements and specifications. If such changes affect the cost of the Equipment or time required for its performance, an equitable adjustment will be made in the price or time for performance or both. Any change in the price necessitated by such change will be agreed upon between WRCOG, the applicable Member Agency, and Contractor and such change will be authorized by a change order document signed by WRCOG and the applicable Member Agency and accepted by Contractor.

Section 7. PAYMENTS.

A. Terms of payment, are net thirty (30) days, less any applicable retention, after receipt of invoice, or completion of applicable Progress Milestones for Member Agencies. Final payment shall be made by WRCOG or the applicable Member Agency after Contractor has satisfied all contractual requirements. Payment of invoices shall not constitute acceptance of Equipment.

B. If Progress Milestones have been specified Exhibit “B,” to any Appendix, then payments for the Equipment will be made as the requirements of such Progress Milestones are met. Progress payments for the Equipment will be made by WRCOG or the applicable Member Agency upon proper application by Contractor during the progress of the Equipment and according to the terms of payment as specified in Exhibit “B,” of the applicable Appendix. Contractor’s progress billing invoice will include progress payments due for the original scope of work and changes. Each “Item for Payment” shown in Exhibit “B” to each Appendix and each change order will be itemized on the invoice. Invoices for cost plus work, whether part of Exhibit “B” to any Appendix or a change order, must have subcontractor and/or supplier invoices attached to Contractor’s invoice. Other format and support documents for invoices will be determined by WRCOG and the applicable Member Agency in advance of the first invoice cycle.

C. Payments otherwise due may be withheld by WRCOG or any Member Agency on account of defective Equipment not remedied, liens or other claims filed, reasonable evidence indicating probable filing of liens or other claims, failure of Contractor to make payments properly to its subcontractors or for material or labor, the failure of Contractor to perform any of its other obligations under the Agreement, or to protect WRCOG or any Member Agency against any liability arising out of Contractor’s failure to pay or discharge taxes or other obligations. If the causes for which payment is withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within a reasonable period after written notice, WRCOG or the applicable Member Agency may remove them at Contractor’s expense.

D. Payment of the final Progress Milestone payment or any retention will be made by WRCOG or the applicable Member Agency upon:

1. Submission of an invoice for satisfactory completion of the requirements of a Progress Milestone as defined in Exhibit “B” to each Appendix and in the amount associated with the Progress Milestone;
2. Written acceptance of the Equipment by WRCOG and the applicable Member Agency;
3. Delivery of all drawings and specifications, if required by WRCOG or the applicable Member Agency;
4. Delivery of executed full releases of any and all liens arising out of this Agreement; and
5. Delivery of an affidavit listing all persons who might otherwise be entitled to file, claim or maintain a lien of any kind or character, and containing an averment that all of the said persons have been paid in full.

If any person refuses to furnish an actual release or receipt in full, Contractor may furnish a bond satisfactory to WRCOG and the applicable Member Agency to indemnify WRCOG and the applicable Member Agency against any claim or lien at no cost to WRCOG or the applicable Member Agency.

E. Acceptance by Contractor of payment of the final Progress Milestone payment pursuant to Section 7.D will constitute a waiver, release and discharge of any and all claims and demands of any kind or character which Contractor then has, or can subsequently acquire against WRCOG or the applicable Member Agency, their successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement. However, payment for the final Progress Milestone by WRCOG or the applicable Member Agency will not constitute a waiver, release or discharge of any claims or demands which WRCOG or the applicable Member Agency then have, or can subsequently acquire, against Contractor, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement.

Section 8. SCHEDULE FOR DELIVERY.

A. The time of Contractor's performance is of the essence for this Agreement. The Equipment will be delivered to the Member Agencies in accordance with the schedule set forth in Exhibit "B:" to the applicable Appendix. Contractor must immediately notify WRCOG and the applicable Member Agency in writing any time delivery is behind schedule or may not be completed on schedule. In addition to any other rights WRCOG or the applicable Member Agency may have under this Agreement or at law, Contractor shall pay WRCOG or the applicable Member Agency the sum of \$[INSERT AMOUNT] per item of Equipment for each calendar day for which the item of Equipment is unavailable beyond the scheduled delivery date(s) specified in Exhibit "B" to the applicable Appendix.

B. In the event that the Equipment is part of a larger project or projects that require the coordination of multiple contractors or suppliers, then Contractor will fully cooperate in scheduling the delivery so that WRCOG and the applicable Member Agency can maximize the efficient completion of such project(s).

C. In the event that the schedule for delivery for any Member Agency's Equipment 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 for any other Member Agency's Equipment.

Section 9. TAXES.

A. Contractor agrees to timely pay all sales and use tax (including any value added or gross receipts tax imposed similar to a sales and use tax) imposed by any federal, state or local taxing authority on the ultimate purchase price of the Equipment provided under this Agreement.

B. Contractor will withhold, and require its subcontractors, where applicable, to withhold all required taxes and contributions of any federal, state or local taxing authority which is measured by wages, salaries or other remuneration of its employees or the employees of its subcontractors. Contractor will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.

C. All other taxes, however denominated or measured, imposed upon the price of the Equipment provided hereunder, will be the responsibility of Contractor. In addition, all taxes

assessed by any taxing jurisdiction based on Contractor property used or consumed in the provision of the Equipment such as and including ad valorem, use, personal property and inventory taxes will be the responsibility of Contractor.

D. Contractor will, upon written request, submit to WRCOG and to each Member Agency written evidence of any filings or payments of all taxes required to be paid by Contractor hereunder.

Section 10. INDEPENDENT CONTRACTOR.

Contractor enters into this Agreement as an independent contractor and not as an employee of WRCOG or any Member Agency. Contractor shall have no power or authority by this Agreement to bind WRCOG or any Member Agency in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of WRCOG or any Member Agency. Neither WRCOG nor any Member Agency shall be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Agreement.

Section 11. SUBCONTRACTS.

Unless otherwise specified, Contractor must obtain WRCOG's written permission before subcontracting any portion of the Equipment. WRCOG's permission shall be subject to prior written approval from the relevant Member Agency. Except for the insurance requirements in Section 13.A, all subcontracts and orders for the purchase or rental of supplies, materials or equipment, or any other part of the Equipment, will require that the subcontractor be bound by and subject to all of the terms and conditions of the Agreement. No subcontract or order will relieve Contractor from its obligations to WRCOG or the Member Agencies, including, but not limited to Contractor's insurance and indemnification obligations. No subcontract or order will bind WRCOG or any Member Agency.

Section 12. TITLE AND RISK OF LOSS.

The applicable Member Agency will have title to, and risk of loss of, all completed and partially completed portions of the Equipment, as well as materials delivered to and stored on WRCOG or Member Agency property which are intended to become a part of the Equipment automatically and immediately upon the payment by WRCOG or the Member Agency or their agents or designees (whether directly or through an escrow account disbursement or otherwise) therefor. However, Contractor will be liable for any loss or damage to the Equipment and/or the materials caused by Contractor or its subcontractors, their agents or employees, and Contractor will replace or repair said Equipment or materials at its own cost to the complete satisfaction of WRCOG and the applicable Member Agency. Notwithstanding the foregoing, in the event that WRCOG or a Member Agency has paid Contractor for all or a portion of the Equipment which remains in the possession of Contractor, then the applicable Member Agency (and/or its lender) shall have title to, and the right to take possession of, such Equipment at any time following payment therefor. Risk of loss for any Equipment which remains in the possession of Contractor

shall remain with Contractor until such Equipment has been delivered or WRCOG or the applicable Member Agency has taken possession thereof. Contractor will have risk of loss or damage to Contractor's property used in the construction of the Equipment but which does not become a part of the Equipment.

Section 13. INDEMNIFICATION.

A. Contractor shall defend, indemnify and hold WRCOG and all Member Agencies, WRCOG's and the Member Agencies' officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the Equipment or the performance of this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the sole negligence or willful misconduct of WRCOG or the applicable Member Agency.

B. Contractor's defense obligation for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against WRCOG or any Member Agency, WRCOG's and the Member Agency's officials, officers, employees, agents or volunteers shall be at Contractor's own cost, expense and risk. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against WRCOG, the Member Agency, or their officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse WRCOG, the Member Agency, and their officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

C. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by WRCOG, any Member Agency, their officials, officers, employees, agents or volunteers.

Section 14. INSURANCE.

A. General. Contractor shall take out and maintain:

1. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01;

2. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per accident for bodily injury and property damage, at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto);

3. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and

4. Pollution Liability Insurance of at least \$1,000,000 per occurrence and \$2,000,000 aggregate shall be provided by the Contractor if transporting hazardous materials.

5. If Contractor is also the manufacturer of any equipment included in the Equipment, Contractor shall carry Product Liability and/or Errors and Omissions Insurance which covers said equipment with limits of not less than \$1,000,000.

B. Additional Insured; Primary; Waiver of Subrogation; No Limitation on Coverage. The policies required under this Section shall give WRCOG, the Member Agencies, and WRCOG's and the Member Agencies' officials, officers, employees, agents or volunteers additional insured status. Such policies shall contain a provision stating that Contractor's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by WRCOG, any Member Agency, or any additional insureds shall not be called upon to contribute to any loss, and shall contain or be endorsed with a waiver of subrogation in favor of WRCOG, the Member Agencies, and WRCOG's and the Member Agencies' officials, officers, employees, agents, and volunteers. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. 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. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

C. Insurance Carrier. All insurance required under this Section is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in California, and satisfactory to WRCOG and each Member Agency.

D. Evidence of Insurance. Contractor shall furnish WRCOG and each Member Agency with original certificates of insurance and endorsements effecting coverage required by the Agreement. 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 supplied or approved by WRCOG. All certificates and endorsements must be received and approved by WRCOG before delivery commences. WRCOG, on behalf of itself and each Member Agency, reserves the right to require complete, certified copies of all required insurance policies, at any time.

E. Subcontractors. All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

F. Freight. Contractor shall ensure that third party shippers contracted by Contractor have adequate insurance coverage for the shipped Equipment.

Section 15. LIENS.

A. Contractor, subcontractors and suppliers will not make, file or maintain a mechanic's or other lien or claim of any kind or character against the Equipment, for or on account of any labor, materials, fixtures, tools, machinery, equipment, or any other things furnished, or any

other work done or performance given under, arising out of, or in any manner connected with the Agreement (such liens or claims referred to as “Claims”); and Contractor, subcontractor and suppliers expressly waive and relinquish any and all rights which they now have, or may subsequently acquire, to file or maintain any Claim and Contractor, subcontractor and suppliers agree that this provision waiving the right of Claims will be an independent covenant.

B. Contractor will save and hold WRCOG and all Member Agencies harmless from and against any and all Claims that may be filed by a subcontractor, supplier or any other person or entity and Contractor will, at its own expense, defend any and all actions based upon such Claims and will pay all charges of attorneys and all costs and other expenses arising from such Claims.

Section 16. TERMINATION OF AGREEMENT BY WRCOG.

A. Should Contractor at any time refuse or fail to deliver the Equipment with promptness and diligence, or to perform any of its other obligations under the Agreement, WRCOG may terminate Contractor’s right to proceed with the delivery of the Equipment by written notice to Contractor. In such event WRCOG may obtain the Equipment by whatever method it may deem expedient, including the hiring of another contractor or other contractors and, for that purpose, may take possession of all materials, machinery, equipment, tools and appliances and exercise all rights, options and privileges of Contractor. In such case Contractor will not be entitled to receive any further payments until the Equipment is delivered. If WRCOG’s cost of obtaining the Equipment, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Agreement, Contractor will be liable for and will pay the difference to WRCOG. Each Member Agency shall have the same rights as WRCOG under this provision for that Member Agency’s Equipment, i.e. through that Member Agency’s termination of the applicable Appendix.

B. WRCOG may, for its own convenience, terminate Contractor’s right to proceed with the delivery of any portion or all of the Equipment by written notice to Contractor. Such termination will be effective in the manner specified in such notice, will be without prejudice to any claims which WRCOG may have against Contractor, and will not affect the obligations and duties of Contractor under the Agreement with respect to portions of the Equipment not terminated. Each Member Agency shall have the same rights as WRCOG under this provision for that Member Agency’s Equipment.

C. On receipt of notice under Section 16.B, Contractor will, with respect to the portion of the Equipment terminated, unless the notice states otherwise,

1. Immediately discontinue such portion of the Equipment and the placing of orders for materials, facilities, and supplies in connection with the Equipment,
2. Unless otherwise directed by WRCOG or the applicable Member Agency, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to WRCOG or the applicable Member Agency; and
3. Deliver only such portions of the Equipment which WRCOG or the applicable Member Agency deems necessary to preserve and protect those portions of the

Equipment already in progress and to protect material, plant and equipment at the Equipment site or in transit to the Equipment site.

D. Upon termination pursuant to Section 16.B, Contractor will be paid a pro rata portion of the compensation in the Agreement for any portion of the terminated Equipment already delivered, including material and services for which it has made firm contracts which are not canceled, it being understood that WRCOG or the applicable Member Agency will be entitled to such material and services. Upon determination of the amount of said pro rata compensation, WRCOG or the applicable Member Agency will promptly pay such amount to Contractor upon delivery by Contractor of the releases of liens and affidavit, pursuant to Section 7.C.

Section 17. MISCELLANEOUS PROVISIONS.

A. 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:

WRCOG:

Western Riverside Council of Governments
3390 University Avenue, Suite 450
Riverside, CA 92501
Attn: Rick Bishop
Facsimile: (951) 223-9720

CONTRACTOR:

[***INSERT NAME, ADDRESS &
CONTACT PERSON***]

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.

B. Assignment or Transfer. Contractor shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of WRCOG, which will not be unreasonably withheld. WRCOG's consent hereunder shall be subject to prior written approval from the relevant Member Agency. Provided, however, that claims for money due or to become due Contractor from WRCOG under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to WRCOG.

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

D. 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 any affected Member Agency.

E. 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.

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

G. Interpretation. 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.

H. No Third Party Beneficiaries. There are no intended third party 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 and remedies held by the Member Agency itself or by WRCOG under this Agreement.

I. Authority to Enter 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.

J. 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.

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

L. WRCOG's Right to Employ Other Contractors. WRCOG reserves its right to employ other contractors in connection with the Equipment subject to prior written approval from any affected Member Agency.

M. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Equipment specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR EQUIPMENT PURCHASE AGREEMENT
BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
AND CALIFORNIA ELECTRIC SUPPLY**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

**WESTERN RIVERSIDE COUNCIL OF
GOVERNMENTS**

Approved By:

Rick Bishop
Executive Director

Date

Approved As To Form:

General Counsel

California Electric Supply

Signature

Name

Title

Date

APPENDIX #

*****MEMBER AGENCY NAME*****

This Appendix # to Agreement (“Appendix”) by and between WRCOG, Contractor, and *****MEMBER AGENCY ***** (“Member Agency”) is made and entered into this day of , 201. WRCOG, Contractor, and Member Agency are referred to herein as Parties.

1. Defined Terms. All terms used herein have the meanings ascribed to them in the Equipment Purchase Agreement (“Agreement”) between WRCOG and Contractor dated 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 Equipment Specifications, Delivery Schedule, and Fee Schedule for the Agreement as it relates to Member Agency are defined specifically in Exhibits A, B, and C, attached hereto and incorporated herein by this reference.

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

WRCOG

By: _____
[Insert Name, Insert Title]

APPROVED AS TO FORM:

By: _____
General Counsel

Contractor

By: _____
[Insert Name, Insert Title]

By: _____
[Insert Name, Insert Title]

Member Agency

By: _____
[Insert Name, Insert Title]

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT “A”
EQUIPMENT SPECIFICATIONS

[***INSERT DESCRIPTION OF EQUIPMENT FROM ACCEPTED RFQ RESPONSE AND REFER BACK TO RFQ***]

EXHIBIT “B”
DELIVERY SCHEDULE

Delivery Schedule (Estimated)						
<i>Acquisition Process</i>	<i>SCE Transition Start</i>	<i>Delivery Schedule</i>	<i>Phase 1 Transition (retrofit start)</i>	<i>Phase 2 (if needed)</i>	<i>Phase 3 (if needed)</i>	<i>Phase 4 (if needed)</i>
<i>Retrofit, O&M, LED fixture, and financing GOALS</i>	Finance Closing and LED selection GOAL		LED fixture delivery date GOAL			
MEMBER AGENCY	+ 60 days	Min. 2 weeks prior to Phase 1 Transition	+ 30 days			

EXHIBIT "C"
FEE SCHEDULE

PRODUCT PRICING SHEET

Luminaire Designation	Existing Wattage	Proposed Luminaire	Quantity *	Unit Price **	Total Price
	50W HPS	ERL1 0 02 XX 30 A GRAY L	864	\$ 114.02	\$ 98,513.28
	70W HPS	ERL1 0 03 XX 30 A GRAY L	3042	\$ 114.02	\$ 346,848.84
	70W HPS ALT	ERL1 0 04 XX 30 A GRAY L		\$ 114.02	\$ -
	100W HPS	ERL1 0 05 XX 30 A GRAY L	21791	\$ 120.96	\$ 2,635,839.36
	150W HPS	ERL1 0 09 XX 30 A GRAY L	161	\$ 192.64	\$ 31,015.04
	200W HPS	ERL1 0 11 XX 30 A GRAY L	6109	\$ 204.20	\$ 1,247,457.80
	250W HPS	ERL2 0 16 XX 30 A GRAY L	46	\$ 244.68	\$ 11,255.28
	400W HPS	ERL2 0 21 XX 30 A GRAY L	25	\$ 279.36	\$ 6,984.00
	35W LPS	ERL1 0 02 XX 30 A GRAY L	29	\$ 114.02	\$ 3,306.58
	55W LPS	ERL1 0 02 XX 30 A GRAY L	15012	\$ 114.02	\$ 1,711,668.24
	90W LPS	ERL1 0 04 XX 30 A GRAY L	89	\$ 114.02	\$ 10,147.78
	135W LPS	ERL1 0 09 XX 30 A GRAY L	3273	\$ 192.64	\$ 630,510.72
			XX = optical designation	50441	\$ 6,733,546.92

GE optical A3, B3, C3, D3 = same price
30 = 3000K/27 = 2700K All same price

Tax rate added to fixture is 8.75% ***

*Quantity of fixtures and total price subject to change per Final True-up performed by SCE's Inventory and Inspection Period and final count of City-owned lights that City's would like to add to the project.

**Unit price set at a Not-to-Exceed price unless otherwise approved by WRCOG representative. Does not include price of Photocell.

***Tax rate subject to change per jurisdiction.

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Western Riverside Council of Governments Administration & Finance Committee

Staff Report

Subject: Amendments to Professional Services Agreements for On-Call Planning Professional Services for Member Jurisdictions

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

Date: June 13, 2018

The purpose of this item is to request approval of Amendments to the existing Professional Services Agreements for On-Call Planning Services with KOA Corporation and KTUA.

Requested Actions:

1. Approve the First Amendment to the Professional Services Agreement between the Western Riverside Council of Governments and KOA Corporation to provide WRCOG planning support and advisory services in an amount not to exceed \$50,000 for this Amendment and \$100,000 in total.
2. Approve the First Amendment to the Professional Services Agreement between the Western Riverside Council of Governments and KTUA to provide WRCOG additional grant writing assistance in an amount not to exceed \$50,000 for this Amendment and \$100,000 in total.

Background

In July 2017, the Administration & Finance Committee received a presentation on the selection of 14 qualified consulting firms / teams for WRCOG on-call planning activities. Shortly after, WRCOG executed Professional Services Agreements (Agreements) with the qualified firms / teams.

The need for WRCOG on-call planning activities has become evident as WRCOG receives requests from its member agencies for assistance on a variety of disciplines related to jurisdictions' planning efforts. WRCOG identified disciplines to provide direct assistance to its member agencies. WRCOG has utilized some of the qualified firms / teams for on-call planning activities to assist both member agencies and WRCOG.

Per WRCOG policy, the Executive Director has single signature authority for contracts up to \$50,000. Contracts between \$50,001 and \$100,000 are to be approved by the Administration & Finance Committee, and Contracts amounting to larger than \$100,000 are to be approved by the Executive Committee.

On-Call Planning Professional Services – Amendment to KTUA Agreement

WRCOG entered into an Agreement for On-Call Professional Services with KTUA in July 2017. This Agreement incorporated duties in the Grant Writing Assistance disciplines for On-Call Planning Services. WRCOG received significant interest in the Grant Writing Assistance discipline and assisted numerous member agencies with applying for a variety of grants. In December 2017, the Executive Committee approved an expansion of the Grant Writing Assistance Program, triggering a need to increase the not to exceed budget of KTUA in order for the firm to continue providing assistance. KTUA has provided grant writing assistance to WRCOG member agencies since the Program commenced, and will continue this assistance, especially with the Active Transportation Program Cycle IV Call-for-Projects this summer with the amendment to the Agreement (Attachment 1).

On-Call Planning Professional Services – Amendment to KOA Corporation Agreement

WRCOG entered into an Agreement for On-Call Professional Services with KOA Corporation in July 2017. This Agreement incorporated duties in the Transportation Planning, TUMF Program, and Active Transportation disciplines for On-Call Planning Services. KOA provided initial support to the TUMF Program by working on a pilot tool for two TUMF zones that determine and showcase where TUMF improvements in Western Riverside County are being/have been made for WRCOG, member jurisdictions, and stakeholders. The tool also assists in avoiding any over allocation of TUMF funding to projects. Additionally, this exercise assists jurisdictions in developing collaborative efforts with neighboring jurisdictions to improve bottlenecks / gap closures on TUMF facilities to benefit region. The amendment to the Agreement (Attachment 2) will allow for the expansion of the pilot tool, which would service all TUMF zones.

Prior Action:

April 11, 2018: The Administration & Finance Committee received and filed.

Fiscal Impact:

Expenditures for On-Call Planning Services are included in the Fiscal Year 2017/2018 Agency Budget under the Transportation Department.

Attachments:

1. First Amendment to the Professional Services Agreement between the Western Riverside Council of Governments and KOA Corporation.
2. First Amendment to the Professional Services Agreement between the Western Riverside Council of Governments and KTUA.

Item 4.C

Amendments to Professional
Services Agreements for On-Call
Planning Professional Services for
Member Jurisdictions

Attachment 1

First Amendment to the Professional
Services Agreement between the
Western Riverside Council of
Governments and KOA Corporation

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**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
AND
KOA CORPORATION**

1. PARTIES AND DATE.

This First Amendment is made and entered into this _____ day of June, 2018, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG"), and KOA Corporation, a California S-Corporation ("Consultant"). WRCOG and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Master Agreement.

WRCOG and Consultant have entered into that certain Professional Services Agreement dated July 31, 2017 ("Master Agreement").

2.2 First Amendment.

WRCOG and Consultant desire to enter into this First Amendment for the purpose of providing additional compensation for transportation planning ("Services").

3. TERMS.

3.1 Additional Compensation.

The maximum compensation for Services performed under this First Amendment shall not exceed Fifty Thousand Dollars (\$50,000) without written approval of WRCOG's Executive Director. Work shall be performed in manner that is consistent with the Scope of Services and Compensation set forth in Exhibits "A" and "B", respectively, to the Master Agreement. The Services shall be more particularly described in the individual Task Order issued by WRCOG or its designee. **No Services shall be performed unless authorized by a fully executed Task Order.**

The total not-exceed-value of the Master Agreement, and this First Amendment shall be increased from Fifty Thousand Dollars (\$50,000) to One Hundred Thousand Dollars (\$100,000).

3.2 Continuation of Existing Provisions.

Except as amended by this First Amendment, all provisions of the Master Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this First Amendment.

3.3 Counterparts.

This First Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument.

[Signatures on the following page]

SIGNATURE PAGE TO
FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
AND
KOA CORPORATION

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

WRCOG

CONSULTANT

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

KOA CORPORATION

By: _____
Rick Bishop
Executive Director

By: _____
Min Zhou
Vice-President

Approved to Form:

By: _____
Steven C. DeBaun
General Counsel

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Item 4.C

Amendments to Professional
Services Agreements for On-Call
Planning Professional Services for
Member Jurisdictions

Attachment 2

First Amendment to the Professional
Services Agreement between the
Western Riverside Council of
Governments and KTUA

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**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
AND
KTU&A**

1. PARTIES AND DATE.

This First Amendment is made and entered into this _____ day of June, 2018, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG"), and KTU&A, a California Corporation ("Consultant"). WRCOG and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Master Agreement.

WRCOG and Consultant have entered into that certain Professional Services Agreement dated July 31, 2017 ("Master Agreement").

2.2 First Amendment.

WRCOG and Consultant desire to enter into this First Amendment for the purpose of providing additional compensation for grant writing services and transportation planning ("Services").

3. TERMS.

3.1 Additional Compensation.

The maximum compensation for Services performed under this First Amendment shall not exceed Fifty Thousand Dollars (\$50,000) without written approval of WRCOG's Executive Director. Work shall be performed in manner that is consistent with the Scope of Services and Compensation set forth in Exhibits "A" and "B", respectively, to the Master Agreement. The Services shall be more particularly described in the individual Task Order issued by WRCOG or its designee. **No Services shall be performed unless authorized by a fully executed Task Order.**

The total not-exceed-value of the Master Agreement, and this First Amendment shall be increased from Fifty Thousand Dollars (\$50,000) to One Hundred Thousand Dollars (\$100,000).

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Except as amended by this First Amendment, all provisions of the Master Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this First Amendment.

3.3 Counterparts.

This First Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument.

[Signatures on the following page]

SIGNATURE PAGE TO
FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
AND
KTUA

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

WRCOG

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

By: _____
Rick Bishop
Executive Director

CONSULTANT

KTU&A,
a California corporation

By: _____
Mike Singleton
President

Approved to Form:

By: _____
Steven C. DeBaun
General Counsel

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Western Riverside Council of Governments

Administration & Finance Committee

Staff Report

Subject: Grant Writing Assistance Program Update

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

Date: June 13, 2018

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

Requested Action:

1. Receive and file.

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

Grant Writing Assistance Program Overview

WRCOG manages a bench of consultants to help jurisdictions prepare grant applications in five program areas: Active Transportation; Caltrans Sustainable Transportation and Adaptation Planning; Affordable Housing and Sustainable Communities; electric vehicle and alternative fuel readiness, or funding related to Clean Cities activities; and any new planning grant opportunities. The Program aims to strengthen the subregion's overall competitiveness for statewide funding and to provide needed supplemental support to jurisdictions prevented from seeking grant funds due to limited capacity and/or resources. WRCOG has allocated \$700,000 toward this Program, of which \$110,000 has been used resulting in \$1.8 million in awarded grants for the subregion.

Jurisdictions receiving assistance and awarded funding include Lake Elsinore, Banning, and Riverside County. WRCOG has also secured grants from SCAG and Caltrans. Specific projects funded through the Grant Writing Assistance Program so far include a Citywide Active Transportation Plan, funding to upgrade a CNG fueling facility, a land-use transportation plan for SR-74, SB 743 Implementation Guidelines, an update to WRCOG's Regional Climate Action Plan, and the development of a subregional Climate Adaptation Plan.

Staff is currently in discussion with staff from the Cities of Eastvale, Hemet, Jurupa Valley, Norco, Temecula, Wildomar, and March JPA regarding potential grant applications for upcoming funding opportunities such as the Statewide Active Transportation Program (ATP).

Prior Action:

May 10, 2018: The Public Works Committee received and filed.

Fiscal Impact:

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

Attachment:

None.



Western Riverside Council of Governments

Administration & Finance Committee

Staff Report

Subject: PACE Programs Proposal on New Commercial Construction

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

Date: June 13, 2018

The purpose of this item is to propose a change to the PACE Program Reports and Greenworks Commercial Program Handbook to allow for PACE financing on new commercial construction projects.

Requested Action:

1. Recommend that the Executive Committee approve proposed changes to the PACE Program Reports and Greenworks Commercial Program Handbook to allow for PACE financing on new commercial construction projects.

PACE Programs provide financing to property owners to implement energy saving, renewable energy, and water conserving improvements to their homes and businesses. Financing is paid back through a lien placed on the property tax bill. The HERO Program was initiated in December 2011 and has been expanded (an effort called "California HERO") to allow for jurisdictions throughout the state to join WRCOG's Program and allow property owners in these jurisdictions to participate. WRCOG now offers CaliforniaFIRST, Greenworks, SAMAS, and PACE Funding as additional PACE Programs under the WRCOG PACE umbrella.

In 2015, Chapter 29 of the Streets & Highways code was amended to allow Commercial PACE to finance new construction projects. Several states (e.g. Colorado, Ohio) have guidelines which state that Commercial PACE financing can only be used to fund energy / water-related measures that exceed minimum energy codes. This means that if a commercial building is designed to code, there would be zero eligible commercial PACE costs. However, if some portion of the building design, for example the roof, exceeded code (e.g. higher insulated, cool roof, solar roof), then 100% of the cost of that roof would be eligible for commercial PACE financing.

Allowing Commercial PACE financing on new construction within WRCOG's PACE Programs provides a new source of financing for projects and revenues in the Commercial sector.

Staff has worked with bond counsel (Best Best & Krieger) and Greenworks Lending to provide the attached proposed language to amend the WRCOG Energy Efficiency and Water Conservation Program Report, the California HERO PACE Program Report, and the Greenworks Commercial Program Handbook. If the Committee supports the recommendation to the Executive Committee, staff will take the item to the Executive Committee meeting on July 2, 2018 for approval.

Proposed changes include:

- Eligible Improvements must exceed the minimum specifications for California Title 20 and Title 24, meet EnergyStar or WaterSense standards, or other new standards as may be appropriate and agreed upon by WRCOG.

- New construction projects will require additional supporting documentation, including building plans, equipment cut sheets, and Title 20 and 24 code compliance certificates, as required by the Program Administrator.
- For new construction, the property developer must provide:
 - o Resumes of the development team including experience on comparable properties
 - o A complete appraisal including full financial projections for property lease-up or revenue
 - o A summary of capital stack showing sources and uses for property construction
 - o Financial documentation of developer equity allocated toward property construction

Prior Action:

None.

Fiscal Impact:

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

Attachments:

1. Redlined WRCOG Energy Efficiency and Water Conservation Program Report.
2. Redlined California HERO Program Report.
3. Redlined Greenworks Commercial Program Handbook.

Item 5.A

PACE Programs Activities Proposal
on New Commercial Construction

Attachment 1

Redlined WRCOG Energy Efficiency
and Water Conservation Program
Report

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ENERGY EFFICIENCY AND WATER CONSERVATION PROGRAM FOR WESTERN RIVERSIDE COUNTY



ADMINISTRATIVE GUIDELINES AND PROGRAM REPORT

ADOPTED: JUNE 7, 2010 - AMENDED: JANUARY 12, 2011 - AMENDED: JUNE 6, 2011
AMENDED: JULY 29, 2011 - AMENDED: SEPTEMBER 12, 2011 - REVISED OCTOBER 7, 2011
REVISED OCTOBER 11, 2011 - REVISED JUNE 3, 2013 - REVISED FEBRUARY 3, 2014
AMENDED JUNE 9, 2014 - AMENDED AUGUST 4, 2014
AMENDED OCTOBER 6, 2014 – REVISED NOVEMBER 4, 2014
AMENDED DECEMBER 1, 2014 – REVISED APRIL 4, 2016 – REVISED – JUNE 6, 2016 -
AMENDED SEPTEMBER 12, 2016 – REVISED MARCH 6, 2017 – AMENDED MARCH 7, 2017-
REVISED APRIL 3, 2017 - AMENDED APRIL 4, 2017 – REVISED JULY 11, 2017– REVISED
OCTOBER 2, 2017- – REVISED APRIL 2, 2018 - JUNE 4,
2018 – REVISED JULY 2, 2018



PREPARED BY:
Western Riverside Council of Governments
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WWW.WRCOG.US



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VIII. Program Requirements for Participation in Greenworks Commercial Financing for Commercial Properties

If financing is provided for the Program by Greenworks Lending, LLC for commercial properties, the following eligibility requirements will apply:

A. *ELIGIBLE PROPERTY OWNERS AND ELIGIBLE PROPERTIES*

Greenworks Commercial financing is available for commercial property owners and will finance alternative energy systems, energy efficiency, water conservation and seismic strengthening improvements, using Greenworks Commercial financing.

Property owners may be individuals, associations, business entities, cooperatives, and virtually any owner of Commercial property for which real property taxes are paid or assessments may otherwise be collected on the property tax bill. New construction of eligible properties are subject to additional underwriting and technical requirements as further described in Sections 4.1 and 4.4 of the Greenworks Commercial Handbook. Certain eligibility criteria must be satisfied and financing may be approved only if all of the following criteria are met:

- Applicant property owner(s) must be the property owner(s) of record.
- Mortgage debt lender(s) have given consent to Program financing, exempting projects that are 4-units.
- Property owner(s) must be current on property taxes and the property owner(s) certify(ies) that such owner(s) have not had a late payment on their property tax more than once during the prior three (3) years (or since the purchase of the property, if owned by such property owner(s) less than three (3) years).
- Property owners must be current on all property debt for a period of six (6) months prior to the application, including no payment defaults or technical defaults (or since purchase if the property has been owned less than six (6) months by the current owner(s)), through funding.
- Property owner(s) or their affiliated companies have not been involved in a bankruptcy proceeding during the past seven (7) years and the property proposed to be subject to the contractual assessment must not currently be an asset in a bankruptcy proceeding.
- All individual property owners must sign the application, assessment contract and all required notices. For properties owned by corporations, LLC's or LLP's, signatures by authorized representatives and/or corporate resolutions are required.
- Property must not have any liens other than lender debt or liens recorded by community facility districts or similar financing districts.
- Eligible Product costs are reasonable in relation to property value. Proposed Eligible Products must not exceed 20% of the market value of the property.
- Mortgage-related debt on the property plus the principal amount of the contractual assessment does not exceed 90% of the market value of the property.
- The total annual property tax and assessments, including the contractual assessment, on the property will not exceed 5% of the property's market value, as determined at the time of approval of the contractual assessment.

Program financing is not currently available for properties that are not subject to secured property taxes, such as governmental entities and certain non-profit corporations. Program financing may, however, be available to such properties if assessments levied on such properties may be placed on the tax roll. Property owners may make more than



one application for funding under the Program if additional energy, water or seismic strengthening improvements are desired by the owner and the eligibility criteria and maximum assessment amount criteria are met.

The eligibility requirements for Greenworks Commercial financing may be clarified as deemed necessary by the Program Administrator without amending the Administrative Guidelines and Program Report if such clarification will not result in a substantial revision of such eligibility requirements.

B. ELIGIBLE PRODUCTS

The Program affords commercial property owners in Western Riverside County the opportunity to take advantage of a wide range of energy-savings, water conservation/efficiency and seismic strengthening measures, consistent with the following provisions:

1. The Program is intended principally for retrofit activities to replace outdated inefficient equipment and to install new equipment that reduces energy or water consumption or produces renewable energy or provides seismic strengthening to existing structures. However, the Program is also available for purchasers of new businesses that wish to add eligible energy efficiency, renewable energy, water conservation/efficiency and seismic strengthening Products to such homes or businesses after taking title to the property.
2. The Program provides financing only for Eligible Products that are permanently affixed to real property.
3. The Program provides financing only for Eligible Products specified in Appendix A of the report. Broadly, these include:
 - a. Water Conservation/Efficiency Eligible Products
 - b. Energy Efficiency Eligible Products
 - c. Renewable Energy Systems
 - d. Seismic Strengthening Products
 - e. Approved Custom Eligible Products
4. The property owner must ensure that any and all permits required by the jurisdiction for the installation of the Eligible Products are acquired,
5. Financing is also available for projects that combine Eligible Products, such as bundling of water conservation/efficiency, energy efficiency, renewable energy and seismic strengthening measures. For instance, a property owner may choose to replace an aging and inefficient furnace, install weather stripping, install low flow toilets and install a photovoltaic system as part of a single project.

Proposed Products Must Meet Minimum Eligibility Requirements

Eligible Improvements must meet the minimum efficiency specifications of the PACE Act and the Program. For retrofits of existing buildings, minimum energy efficiency specifications are set at EnergyStar, California Title 24 and Title 20, and WaterSense standards or other new standards or other new standards as may be appropriate and as agreed upon by WRCOG. Any Solar PV system must be eligible for CSI or an equivalent utility rebate program unless the property is not connected to the electricity grid or such utility rebate program is not available.

For new construction projects, Water Conservation/Efficiency Eligible Products and Energy



Efficiency Eligible Products Eligible Improvements must exceed the minimum specifications for retrofit projects as set forth above. 100% of the cost of any individual Water Conservation/Efficiency Eligible Products and Energy Efficiency Eligible Products in the construction of a new building that exceeds the minimum specifications is eligible for C-PACE financing. Renewable Energy Systems are eligible in new construction projects, however any Solar PV system must be eligible for CSI or an equivalent utility rebate program unless the property is not connected to the electricity grid or such utility rebate program is not available.

Property Owners and their Contractors must submit supporting documentation to the Program Administrator to summarize their proposed project and to demonstrate that the proposed Eligible Improvements meet the minimum efficiency specifications. New construction projects specifically will require additional supporting documentation including building plans, equipment cut sheets, and code compliance certificates as required by the Program Administrator. The supporting documentation will be reviewed by the Program Administrator to ensure the installation of the product(s) is designed to meet the minimum energy efficiency specifications listed above.

☐ For new construction, the property developer must provide:

- o Resumes of the development team including experience of on comparable properties
- o As complete appraisal including full financial projections for property lease up or revenue
- o Summary of capital stack showing sources and uses for property construction
- o Financial documentation of developer equity allocated toward property construction

C Eligible Costs

Eligible costs of the improvements include the cost of equipment and installation. Installation costs may include, but are not limited to, energy and water audit consultations, labor, design, drafting, engineering, permit fees, and inspection charges.

The cost of installation of Eligible Products shall be eligible to be financed only if such installation is completed by a contractor that is registered with the Program or by the property owner is self-installing subject to the limitation in the last sentence of this paragraph. A list of contractors registered with the Program shall also be located on the Program website; however, WRCOG will not make recommendations for contracting assistance. Eligible costs do not include labor costs for property owners that elect to do the work themselves.

Property owners who elect to engage in broader projects – such as business remodeling – may only receive Program financing for that portion of the cost of retrofitting existing structures with renewable energy, energy efficiency and water conservation/efficiency or seismic strengthening improvements. Repairs and/or new construction do not qualify for Program financing except to the extent that the construction is required for the specific approved improvement. Repairs to existing infrastructure, such as water and sewer laterals, are considered repairs and are not eligible.

Program staff will evaluate conditions in the construction and installation market for the proposed Eligible Products and may require the property owner to obtain additional bids to determine whether costs are reasonable. While the property owner may choose the contractor, the amount available for financing may be limited to an amount determined reasonable by Program staff, and may be reviewed by the Program Administrator.

All available reservation rebates will be deducted from the assessment amount at the

Item 5.A

PACE Programs Activities Proposal
on New Commercial Construction

Attachment 2

Redlined California HERO
Program Report

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PROGRAM REPORT

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

THE UNINCORPORATED COUNTIES OF ALAMEDA, AMADOR, BUTTE, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, IMPERIAL, KERN, KINGS, MADERA, MARIN, MARIPOSA, MENDOCINO, MERCED, MONO, MONTEREY, NAPA, NEVADA, RIVERSIDE, SACRAMENTO, SAN DIEGO, SAN FRANCISCO, SAN JOAQUIN, SAN LUIS OBISPO, SAN MATEO, SANTA CRUZ, SHASTA, SISKIYOU, SOLANO, SONOMA, TEHAMA, TULARE, YOLO, AND YUBA.

ADOPTED JUNE 3, 2013 - REVISED JULY 15, 2013 - REVISED AUGUST 5, 2013 - REVISED SEPTEMBER 9, 2013 – REVISED NOVEMBER 4, 2013 - REVISED DECEMBER 2, 2013 - REVISED JANUARY 6, 2014 REVISED FEBRUARY 3, 2014 - REVISED MARCH 3, 2014 - REVISED APRIL 7, 2014 - REVISED MAY 5, 2014 REVISED JUNE 2, 2014 – AMENDED JUNE 9, 2014 - REVISED JULY 7, 2014 – REVISED AUGUST 4, 2014 – REVISED SEPTEMBER 8, 2014 – REVISED OCTOBER 6, 2014 -REVISED NOVEMBER 3, 2014 REVISED DECEMBER 1, 2014 – REVISED JANUARY 5, 2015 - REVISED FEBRUARY 2, 2015, REVISED MARCH 2, 2015- REVISED APRIL 6, 2015 – REVISED MAY 4, 2015 – REVISED JUNE 1, 2015 – REVISED JULY 6, 2015 – REVISED AUGUST 3, 2015 – REVISED SEPTEMBER 14, 2015 – REVISED OCTOBER 5, 2015 – REVISED NOVEMBER 2, 2015 – REVISED DECEMBER 7, 2015 – REVISED JANUARY 4, 2016 – REVISED FEBRUARY 1, 2016 – REVISED MARCH 7, 2016 – REVISED APRIL 4, 2016 – REVISED MAY 2, 2016 – REVISED JUNE 6, 2016 – REVISED JULY 11, 2016 – REVISED AUGUST 1, 2016 – REVISED DECEMBER 5, 2016– REVISED JANUARY 9, 2017 – REVISED APRIL 3, 2017 – REVISED JUNE 5, 2017– REVISED JULY 10, 2017– REVISED AUGUST 7, 2017– REVISED SEPTEMBER 11, 2017– REVISED OCTOBER 2, 2017– REVISED DECEMBER 4, 2017– REVISED February 5, 2018 – REVISED APRIL 2, 2018 – REVISED JULY 2, 2018

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constituents by adopting a resolution and entering into an amendment to the WRCOG joint exercise of powers agreement (the "JPA Amendment") pursuant to which such City or County becomes an Associate Member of WRGOG authorizing the Agent to offer the California HERO Program within the respective boundaries of such Cities and Counties. The Associate Members within which the California HERO Program may be implemented are set forth in Exhibit "B" hereto which delineates the boundaries of the territory within which voluntary contractual assessments may be offered pursuant to the California HERO Program.

RESIDENTIAL AND COMMERCIAL PROGRAM REQUIREMENTS

This section identifies the California HERO Program requirements relating to improvements made on residential and commercial properties.

ELIGIBLE PROPERTY OWNERS AND ELIGIBLE PROPERTIES

In order for properties to be eligible to participate in the California HERO Program, the applicant must meet the eligibility requirements listed below. The Handbooks provides additional detail on each criteria.

- a. Applicant. Applicant(s) must be the property owner(s) of record.
- b. Address. The applicant's property must be located within the boundaries of the California HERO Program. If a property is located in a city, the city must adopt a resolution and enter into the JPA Amendment authorizing the Agent to offer the California HERO Program within its boundaries. If a property is located within the unincorporated territory of a County, the County must adopt a resolution and enter into the JPA Amendment authorizing the Agent to offer the Program within its boundaries. A map showing the areas within which the California HERO Program may be offered is attached hereto as Appendix B.
- c. Property Taxes. The property owners must be current on their property taxes within the time period specified in the applicable Handbook.
- d. Involuntary Liens. The property must not be subject to involuntary liens, judgments or defaults or judgments in excess of the amount identified in the applicable Handbook.
- e. Mortgage Debt. The mortgage debt on the property must not exceed that certain percentage of the value of the property as set forth in the applicable Handbook.
- f. Annual Property Taxes. The total annual property tax and assessments, including the contractual assessment, on the property must not exceed 5% of the property's market value, as determined at the time of approval of the Assessment Contract.
- g. Bankruptcy. The property owner must not have declared bankruptcy within the time period specified in the applicable Handbook.

New construction of eligible properties are subject to additional underwriting and technical requirements as further described in Sections 4.1 and 4.4 of the Greenworks Commercial PACE Handbook.

Item 5.A

PACE Programs Activities Proposal
on New Commercial Construction

Attachment 3

Redlined Greenworks Commercial
Program Handbook

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Greenworks Commercial PACE Program Handbook

January 2018 – Version 1.0

Revised July 2, 2018

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2.2 Program Contact Information and Other Useful Resources

Program Contacts

Greenworks Lending LLC

Program Call Center Number:

(203) 883-6116

Program Fax Number:

(203) 547-7774

Program Email:

CACPACE@greenworkslending.com

28 Thorndal Circle, Third Floor

Darien, CT 06820

Other Useful Information

**State and Local
Rebates**

Contact your local utility company for more information.

3 Future Program Changes

WRCOG reserves the right to change the Program and its terms at any time; however, any such change will not affect a Property Owner's existing obligation to pay the assessment agreed to in an executed Assessment Contract.

A Property Owner's participation in the Program will be subject to the regulations and terms set forth in this Program Handbook and the other documents that constitute the full agreement between WRCOG and the Property Owner. If any provision of this Program Handbook is determined to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the Program Handbook and shall not affect the validity and enforceability of any remaining provisions.

4 Program Eligibility Requirements

Potential applicants should carefully review this section in order to determine whether they, their property, and the desired project are eligible for the Program before submitting an application. Program eligibility requirements fall into the following categories: property requirements, Property Owner requirements, assessment amount requirements, product requirements, cost requirements, eligible terms, eligible rebates and tax credits, and eligible number of assessments.

The Program Administrator will have discretion to perform a comprehensive review of a proposed project and make a determination as to the project's eligibility. In some cases, the Program Administrator may offer flexibility in one or more of the underwriting criteria based on the overall financial strength of the property, project, and applicant.

4.1 Eligible Properties

To be eligible, the property must have a tax parcel identification number assigned to it. Non-residential properties are generally eligible, including retrofit or new construction of commercial, industrial, agricultural, multifamily properties with more than 4 units, and certain non-profit-owned properties, with the following limitations as set forth below:

4.1.1 Property Type Exclusions

The following property types are excluded from the eligible properties list:

- Properties owned by governmental entities (e.g. public schools, municipal buildings)
- Residential condominium buildings
- Dry cleaners
- Gas stations
- Waste/Transfer-Related Properties

Special use properties including the property types below may be subject to additional financial requirements:

- Houses of worship
- Golf courses and Country Clubs
- Hospitals
- Heavy Manufacturing
- Sports Complexes
- Parking Garages
- Not-for-Profits
- Civic Properties (Library, Museum, etc.)
- Marinas
- Auto Repair (with environmental review)
- Self Storage
- Nursing Homes
- Low Income Housing
- Theme Parks
- Farms / Agriculture

New construction of eligible properties are subject to additional underwriting and technical requirements as further described in Sections 4.1 and 4.4 of the Handbook.

Project approval will be made by the Program Administrator in its sole discretion, subject to applicable California law including the PACE Act.

4.1.2 Property Location

Property must be located within the boundaries of a city, county, town, village or other municipality that has adopted a resolution to join WRCOG.

4.1.3 Property Financials

The Program Administrator will review past and projected property financial and operating statements to evaluate property value, property cash flow and the ability of the property to service the proposed assessment amount and any existing mortgage obligations. The Program Administrator may require appraisals, environmental reports, or other documents attesting to the property's value and condition.

Property Value

- PACE Loan / Property Value (LTV) must be under 35%. For special use properties this is limited to 20%.
- Total Debt-to-Value (DTV) - (PACE Loan + Total Debt Secured by the Property) / Property Value must be under 95%.

- Property Value may be determined by a recent appraisal (within one year), desktop appraisal, or in many cases the tax assessed value. For new construction, an 'as complete' / 'as stabilized' appraisal will be required.
- Property Value must exceed \$1,000,000
- The total annual property tax and assessments, including the contractual assessment, on the property will not exceed 5% of the property's market value, as determined at the time of approval of the contractual assessment.

Property Cash Flow

- Net Operating Income (NOI), including energy savings, must be greater than the PACE payments plus the payments on any secured debt (Debt Service Coverage Ratio > 1.0x), at a minimum.
- Property Owners must be current on taxes with no delinquencies, as defined by the Program Administrator, in the last three years.

4.1.4 Documentation Requirements

Property Owners must provide:

- Minimum of 2 years of financial statements (audited or reviewed) or tax returns for the legal Property Owner corporate entity. Properties where there is a single or majority tenant (occupies > 50% square feet) must provide the anchor business's audited financial statements as well.
- Proof of Property Valuation. Greenworks reserves the right to require a desktop or full appraisal on a deal-by-deal basis. Property value may include the value of the Eligible Improvement measures
- For new construction, the property developer must provide:
 - o Resumes of the development team including experience of on comparable properties
 - o As complete appraisal including full financial projections for property lease up or revenue
 - o Summary of capital stack showing sources and uses for property construction
 - o Financial documentation of developer equity allocated toward property construction

Depending on property type, location, and environmental condition, additional documentation may be required by the Program Administrator.

4.1.5 Liens on Property

Only properties that are free from encumbrances of unresolved federal or state income tax liens, judgment liens, mechanic's liens, or additional involuntary liens shall qualify for the Program. However, Properties with the foregoing liens may still be considered for Program approval at the sole discretion of the Program Administrator. Prohibited liens do not include current special taxes, assessments or other financing district liens placed on all properties in that particular financing district. The property must be current on all property-secured debt and property taxes, and it must not currently be an asset in a bankruptcy proceeding.

4.1.6 Lender Consent

If there is an existing mortgage or loan secured by the property, the Property Owner must obtain the written consent of any existing lender(s) utilizing the lender consent form attached hereto as **Appendix D**. Such written consent must be received prior to final approval and issuance of the Financing Documents.

4.1.7 Environmental Risk

At its discretion, the Program Administrator will evaluate the risk of environmental contamination at the property. Depending on the current and past uses of the property and adjacent parcels and

Eligible Improvements must meet the minimum efficiency specifications of the PACE Act and the Program. For retrofits of existing buildings, Minimum energy efficiency specifications are set at EnergyStar, California Title 20 and Title 24, and WaterSense standards or other new standards or other new standards as may be appropriate and as agreed upon by WRCOG. Any Solar PV system must be eligible for CSI or an equivalent utility rebate program unless the property is not connected to the electricity grid or such utility rebate program is not available.

For new construction projects, Water Conservation/Efficiency Eligible Products and Energy Efficiency Eligible Products Eligible Improvements must exceed the minimum specifications for California Title 20 and Title 24; meet EnergyStar or WaterSense standards; or other new standards as may be appropriate and agreed upon by WRCOG. 100% of the cost of any individual Water Conservation/Efficiency Eligible Products and Energy Efficiency Eligible Products in the construction of a new building that exceeds the minimum specifications is eligible for C-PACE financing. Renewable Energy Systems are eligible in new construction projects, however any Solar PV system must be eligible for CSI or an equivalent utility rebate program unless the property is not connected to the electricity grid or such utility rebate program is not available.

Property Owners and their Contractors must submit supporting documentation to the Program Administrator to summarize their proposed project and to demonstrate that the proposed Eligible Improvements meet the minimum efficiency specifications. New construction projects specifically will require additional supporting documentation including: building plans, equipment cut sheets, and Title 20 and 24 code compliance certificates as required by the Program Administrator. The supporting documentation will be reviewed by the Program Administrator to ensure the installation of the product(s) is designed to meet the minimum energy efficiency specifications listed above.

4.4.3 Project Supporting Documentation

Program Administrator will require supporting documentation in the form of cut sheets, a professional energy efficiency audit, project analysis, and/or a renewable energy feasibility study. Costs incurred to conduct audits or feasibility studies can be included in the financing.

4.5 Eligible Costs

Eligible costs that may be financed under the Program include both the materials costs of the Eligible Improvement and the installation costs for such Eligible Improvement. Installation costs may include, but are not limited to, feasibility studies, appraisals, labor, design, drafting, engineering, permit fees, and inspection charges. The installation must be completed by a Contractor of the Property Owner's choice, who has satisfied all registration requirements of the Program.

The cost of installing the Eligible Improvements must be reasonable and accomplished within industry cost guidelines. The Program shall have the right to refuse to finance any portion of costs that exceeds such guidelines, and/or to request additional documentation or other information to determine the reasonableness of the amount indicated in the application.

4.6 Eligible Contractors

Only Contractors who have registered with the Program may undertake Program-financed installation work. Contractors must register with the Program Administrator. The Contractor registration form and insurance requirements are incorporated here as **Appendix E**.



Western Riverside Council of Governments

Administration & Finance Committee

Staff Report

Subject: WRCOG Executive Committee Member Alternate Provisions

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

Date: June 13, 2018

The purpose of this item is to present alternative proposals related to the appointment of alternates for the County Board of Supervisors to the Executive Committee.

Requested Action:

1. Provide direction to staff regarding any potential changes to the current alternate process for Board of Supervisors members as set forth in the JPA agreement.

On April 11, 2018, staff presented multiple options to the Administration & Finance Committee related to the appointment of alternates to the Executive Committee, specifically relating to the Board of Supervisors. The JPA stipulates that the alternate for the four Riverside County Board of Supervisors who serve as Executive Committee members is the 4th District Supervisor, who can be an alternate for any member of the Board of Supervisors.

Based on that discussion and at the direction of the Administration & Finance Committee, staff is presenting two options for consideration by the Committee if it desires to propose changes to the Board of Supervisors alternate provision in the JPA. These are:

- Option #1 – Each of the four Board of Supervisors members could designate an alternate from their staff, who would represent that Supervisor and have full voting privileges.
- Option #2 – Each of the four Board of Supervisors could designate an alternate who would be an elected official from a WRCOG member agency within that supervisorial district. This elected official would have full voting privileges.

One additional consideration is that this Board of Supervisors alternate should not already be a member of the Executive Committee or the designated alternate. This provision ensures that a person would not be voting concurrently as a representative of the Board of Supervisors and one of the other WRCOG member agencies.

Under Option #1, the JPA could be amended to read as follows:

2.4.4. Each participating member on the Executive Committee shall also have an alternate who must also be a current member of the legislative body of the party such alternate represents. An exception will be made for the Riverside County Supervisors, who may appoint a member of their staff to serve as their alternate. This alternate cannot already be a member or the designated alternate for another WRCOG member agency on the Executive Committee. The names of the alternate members shall be on file with the Executive Committee. In the absence of the regular member, the alternate member from such agency shall assume all rights and duties of the absent regular member.

Under Option #2, the JPA could be amended to read as follows:

2.4.4. Each participating member on the Executive Committee shall also have an alternate who must also be a current member of the legislative body of the party such alternate represents. An exception will be made for the Riverside County Supervisors, who may appoint an elected official who represents a City within the boundary of the Supervisorial District to serve as their alternate. This elected official cannot already be a member of the Executive Committee or a designated alternate for another agency. The name of the alternate members shall be on file with the Executive Committee. In the absence of the regular member, the alternate member from such agency shall assume all rights and duties of the absent regular member.

Regardless of the option chosen, any change to the alternate policy will require revisions to the WRCOG JPA, which would need to be re-adopted by each of the member agencies. The most recent significant amendment to the JPA occurred in 2012, when the JPA was modified to allow WRCOG to operate the HERO Program. The JPA is included as Attachment 1 to this report.

Since this change would require each member agency re-adopting the WRCOG JPA, staff has been working with legal counsel to conduct a review of WRCOG's JPA to determine if there are other significant changes that are needed. The following items have been identified:

- Clarifying the process for Cities to appoint WRCOG representatives
- Removing language which notes that the County is the WRCOG Treasurer and Auditor
- Adding language to create the position of Second Vice-Chair – this position is noted in the By-Laws (Attachment 2) but not in the JPA

Staff is requesting that the Committee review and discuss the options presented and provide staff with direction as to which option, if any, is preferred and that the additional changes are acceptable to the Committee and recommend that the Executive Committee consider the recommendations. Once approved by the Executive Committee, staff would distribute the updated JPA to each of the member agencies for its re-adoption.

Prior Action:

April 11, 2018: The Administration & Finance Committee directed staff to return with options for future consideration and discussion regarding an alternate policy.

Fiscal Impact:

There is no fiscal impact.

Attachments:

1. WRCOG JPA.
2. WRCOG Bylaws.

Item 5.B

WRCOG Executive Committee Member
Alternate Provisions

Attachment 1

WRCOG JPA

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JOINT POWERS AGREEMENT OF
THE WESTERN RIVERSIDE
COUNCIL OF GOVERNMENTS

This Agreement is made and entered into on the 1st day of April, 1991, pursuant to Government Code Section 6500 et. seq. and other pertinent provisions of law, by and between six or more of the cities located within Western Riverside County and the County of Riverside.

RECITALS

A. Each member and party to this Agreement is a governmental entity established by law with full powers of government in legislative, administrative, financial, and other related fields.

B. The purpose of the formation is to provide an agency to conduct studies and projects designed to improve and coordinate the common governmental responsibilities and services on an area-wide and regional basis through the establishment of an association of governments. The Council will explore areas of inter-governmental cooperation and coordination of government programs and provide recommendations and solutions to problems of common and general concern.

C. When authorized pursuant to an Implementation Agreement, the Council shall manage and administer thereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

I.

PURPOSE AND POWERS

1.1 Agency Created.

There is hereby created a public entity to be known as the "Western Riverside Council of Governments" ("WRCOG"). WRCOG is formed by this Agreement pursuant to the provision of Government Code Section 6500 et. seq. and other pertinent provision of law. WRCOG shall be a public entity separate from the parties hereto.

1.2 Powers.

1.2.1. WRCOG established hereunder shall perform all necessary functions to fulfill the purposes of this Agreement. Among other functions, WRCOG shall:

- a. Serve as a forum for consideration, study and recommendation on area-wide and regional problems;
- b. Assemble information helpful in the consideration of problems peculiar to Western Riverside County;
- c. Explore practical avenues for intergovernmental cooperation, coordination and action in the interest of local public welfare and means of improvements in the administration of governmental services; and
- d. Serve as the clearinghouse review body for Federally-funded projects in accordance with Circular A-95 in conjunction with the Southern California Association of Governments.

1.2.2. The Council shall have the power in its own name to do any of the following;

a. When necessary for the day to day operation of the Council, to make and enter into contracts;

b. To contract for the services of engineers, attorneys, planners, financial consultants and separate and apart therefrom to employ such other persons, as it deems necessary;

c. To apply for an appropriate grant or grants under any federal, state, or local programs.

d. To receive gifts, contributions and donations of property, funds, services and other forms of financial assistance from persons, firms, corporations and any governmental entity;

e. To lease, acquire, construct, manage, maintain, and operate any buildings, works, or improvements;

f. To delegate some or all of its powers to the Executive Committee and the Executive Director of the Council as hereinafter provided.

1.2.3 The association shall have the power in its own name, only with the approval of all affected member agencies to;

a. Acquire, hold and dispose of property by eminent domain, lease, lease purchase or sale.

b. To incur debts, liabilities, obligations, and issue bonds;

II.

ORGANIZATION OF COUNCIL

2.1 Parties.

The parties to WRCOG shall be the County of Riverside and each city located within Western Riverside County which has executed or hereafter executes this Agreement, or any addenda, amendment, or supplement thereto and agrees to such become a member upon such terms and conditions as established by the general council or executive committee, and which has not, pursuant to provisions hereof, withdrawn therefrom. Only the parties identified in this section and Associate Members approved under section 8.2 of this Agreement, if any, shall be considered contracting parties to this Agreement under Government Code section 6502, provided that the rights of any Associate Member under this Agreement shall be limited solely those rights expressly set forth in a PACE Agreement authorized in section 8.2 of this Agreement.

2.2 Names.

The names, particular capacities and addresses of the parties at any time shall be shown on Exhibit "A" attached hereto, as amended or supplemented from time to time.

2.3 Duties.

WRCOG shall do whatever is necessary and required to carry out the purposes of this agreement and when authorized by an Implementation Agreement pursuant to section 1.2.3 as appropriate, to make and enter into such contracts, incur such debts and obligations, assess contributions from the members, and perform such other acts as are necessary to the accomplishment of the purposes of such agreement, within the provisions of Government Code Section 6500 et seq. and as prescribed by the laws of the State of California.

2.4 Governing Body.

2.4.1. WRCOG shall be governed by a General Assembly with membership consisting of the appropriate representatives from the County of Riverside, each city which is a signatory to this Agreement, the Western Municipal Water District, the Eastern Municipal Water District, and the Morongo Band of Mission Indians ("Morongo"), the number of which shall be determined as hereinafter set forth. The General Assembly shall meet at least once annually, preferably scheduled in the evening. Each member agency of the General Assembly shall have one vote for each mayor, council member, county supervisor, water district board member, and tribal council member present at the General Assembly. The General Assembly shall act only upon a majority of a quorum. A quorum shall consist of a majority of the total authorized representatives, provided that members representing a majority of the member agencies are present. The General Assembly shall adopt and amend by-laws for the administration and management of this Agreement, which when adopted and approved shall be an integral part of this Agreement. Such by-laws may provide for the management and administration of this Agreement.

2.4.2. There shall be an Executive Committee which exercises the powers of this Agreement between sessions of the General Assembly. Members of the Executive Committee shall be the Mayor from each of the member cities, four members of the Riverside County Board of Supervisors, the President of each Water District, and the Tribal Chairman of Morongo; the remaining member of the Board of Supervisors shall serve as an alternate, except any City Council, at its discretion, can appoint a Mayor Pro Tem or other City Council member in place of the Mayor, each water district board, at its discretion, can appoint another Board member in place of the President, and the Tribal Council of

Morongo, at its discretion, can appoint another Tribal Council member in place of the Tribal Chairman. The Executive Committee shall act only upon a majority of a quorum. A quorum shall consist of a majority of the member agencies. Membership of Morongo on the General Assembly and Executive Committee of WRCOG shall be conditioned on Morongo entering into a separate Memorandum of Understanding with WRCOG.

2.4.3. Each member of the General Assembly and the Executive Committee shall be a current member of the legislative body such member represents.

2.4.4. Each participating member on the Executive Committee shall also have an alternate, who must also be a current member of the legislative body of the party such alternate represents. The name of the alternate members shall be on file with the Executive Committee. In the absence of the regular member from an agency, the alternate member from such agency shall assume all rights and duties of the absent regular member.

2.5 Executive Director.

The Executive Director shall be the chief administrative officer of the Council. He shall receive such compensation as may be fixed by the Executive Committee. The powers and duties of the Executive Director shall be subject to the authority of the Executive Committee and include the following:

- a. To appoint, direct and remove employees of the Council.
- b. Annually to prepare and present a proposed budget to the Executive Committee and General Assembly.
- c. Serve as Secretary of the Council and of the Executive Committee.
- d. To attend meetings of the Executive Committee.

e. To perform such other and additional duties as the Executive Committee may require.

2.6 Principal Office.

The principal office of WRCOG shall be established by the Executive Committee and shall be located within Western Riverside County. The Executive Committee is hereby granted full power and authority to change said principal office from one location to another within Western Riverside County. Any change shall be noted by the Secretary under this section but shall not be considered an amendment to this Agreement.

2.7 Meetings.

The Executive Committee shall meet at the principal office of the agency or at such other place as may be designated by the Executive Committee. The time and place of regular meetings of the Executive Committee shall be determined by resolution adopted by the Executive Committee; a copy of such resolution shall be furnished to each party hereto. Regular, adjourned and special meetings shall be called and conducted in accordance with the provisions of the Ralph M. Brown Act, Government Code Section 54950 et. seq., as it may be amended.

2.8 Powers and Limitations of the Executive Committee.

Unless otherwise provided herein, each member or participating alternate of the Executive Committee shall be entitled to one vote, and a vote of the majority of those present and qualified to vote constituting a quorum may adopt any motion, resolution, or order and take any other action they deem appropriate to carry forward the objectives of the Council.

2.9 Minutes.

The secretary of the Council shall cause to be kept minutes of regular adjourned regular and special meetings of the General Assembly and Executive Committee, and shall cause a copy of the minutes to be forwarded to each member and to each of the members hereto.

2.10 Rules.

The Executive Committee may adopt from time to time such rules and regulations for the conduct of its affairs consistent with this agreement or any Implementation Agreement.

2.11 Vote or Assent of Members.

The vote, assent or approval of the members in any manner as may be required, hereunder shall be evidenced by a certified copy of the action of the governing body of such party filed with the Council. It shall be the responsibility of the Executive Director to obtain certified copies of said actions.

2.12 Officers.

There shall be selected from the membership of the Executive Committee, a chairperson and a vice chairperson. The Executive Director shall be the secretary. The Treasurer of the County of Riverside shall be the Treasurer of the Council and the Controller or Auditor of the County of Riverside shall be the Auditor of the Council. Such persons shall possess the powers of, and shall perform the treasurer and auditor functions respectively, for WRCOG and perform those functions required of them by Government Code Sections 6505, 6505.5 and 6505.6, and by all other applicable laws and regulations, including any subsequent amendments thereto.

The chairperson and vice chairperson, shall hold office for a period of one year commencing July 1st of each and every fiscal year; provided, however, the first chairperson and vice chairperson appointed shall hold office from the date of appointment to June 30th of the ensuing fiscal year. Except for the Executive Director, any officer, employee, or agent of the Executive Committee may also be an officer, employee, or agent of any of the members. The appointment by the Executive Committee of such a person shall be evidence that the two positions are compatible.

2.13 Committees.

The Executive Committee may, as it deems appropriate, appoint committees to accomplish the purposes set forth herein. All committee meetings of WRCOG, including those of the Executive Committee, shall be open to all members.

2.14 Additional Officers and Employees.

The Executive Committee shall have the power to authorize such additional officers and assistants as may be appropriate. Such officers and employees may also be, but are not required to be, officers and employees of the individual members.

2.15 Bonding Requirement.

The officers or persons who have charge of, handle, or have access to any property of WRCOG shall be the members of the Executive Committee, the treasurer, the Executive Director, and any other officers or persons to be designated or empowered by the Executive Committee. Each such officer or person shall be required to file an official bond with the Executive Committee in an amount which shall be established by the Executive Committee. Should the existing bond or bonds of any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required

herein. The premiums on any such bonds attributable to the coverage required herein shall be appropriate expenses of WRCOG.

2.16 Status of Officers and Employees.

All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents, or employees of any of the members when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. None of the officers, agents, or employees appointed by the Executive Committee shall be deemed, by reason of their employment by the Executive Committee, to be employed by any of the members or, by reason of their employment by the Executive Committee, to be subject to any of the requirements of such members.

2.17 Restrictions.

Pursuant to Government Code Section 6509, for the purposes of determining the restrictions to be imposed by the Council in its exercise of the above-described joint powers, reference shall be made to, and the Council shall observe, the restrictions imposed upon the County of Riverside.

2.18 TUMF Matters – Water Districts and Morongo.

Pursuant to this Joint Powers Agreement, WRCOG administers the Transportation Mitigation Fee ("TUMF") for cities in Western Riverside County. The fee was established prior to the Water District's and Morongo's involvement with WRCOG and will fund transportation improvements for the benefit of the County of Riverside and the cities in Western Riverside County. As such, the Western Municipal Water District, the Eastern

Municipal Water District, and Morongo General Assembly and Executive Committee Members shall not vote on any matter related to the administration of the TUMF program or the expenditure of TUMF revenues.

III

FUNDS AND PROPERTY

3.1 Treasurer.

The Treasury of the member agency whose Treasurer is the Treasurer for WRCOG shall be the depository for WRCOG. The Treasurer of the Council shall have custody of all funds and shall provide for strict accountability thereof in accordance with Government Code Section 6505.5 and other applicable laws of the State of California. He or she shall perform all of the duties required in Government Code Section 6505 and following, such other duties as may be prescribed by the Executive Committee.

3.2. Expenditure of Funds.

The funds under this Agreement shall be expended only in furtherance of the purposes hereof and in accordance with the laws of the State of California and standard accounting practices shall be used to account for all funds received and disbursed.

3.3. Fiscal Year.

WRCOG shall be operated on a fiscal year basis, beginning on July 1 of each year and continuing until June 30 of the succeeding year. Prior to July 1 of each year, the General Assembly shall adopt a final budget for the expenditures of WRCOG during the following fiscal Year.

3.4. Contributions/Public Funds.

In preparing the budget, the General Assembly by majority vote of a quorum shall determine the amount of funds which will be required from its members for the purposes of this Agreement. The funds required from its members after approval of the final budget shall be raised by contributions 50% of which will be assessed on a per capita basis and 50% on an assessed valuation basis, each city paying on the basis of its population and assessed valuation and the County paying on the basis of the population and assessed valuation within the unincorporated area of Western Riverside County as defined in the by-laws. The parties, when informed of their respective contributions, shall pay the same before August 1st of the fiscal year for which they are assessed or within sixty days of being informed of the assessment, whichever occurs later. In addition to the contributions provided, advances of public funds from the parties may be made for the purposes of this Agreement. When such advances are made, they shall be repaid from the first available funds of WRCOG.

The General Assembly shall have the power to determine that personnel, equipment or property of one or more of the parties to the Agreement may be used in lieu of fund contributions or advances.

All contributions and funds shall be paid to WRCOG and shall be disbursed by a majority vote of a quorum of the Executive Committee, as authorized by the approved budget.

3.5 Contributions from Water Districts and the Morongo Band of Mission Indians.

The provision of section 3.4 above shall be inapplicable to the Western Municipal Water District, the Eastern Municipal Water District, and Morongo. The amount of

contributions from these water districts and Morongo shall be through the WRCOG budget process.

IV

BUDGETS AND DISBURSEMENTS

4.1 Annual Budget.

The Executive Committee may at any time amend the budget to incorporate additional income and disbursements that might become available to WRCOG for its purposes during a fiscal year.

4.2 Disbursements.

The Executive Director shall request warrants from the Auditor in accordance with budgets approved by the General Assembly or Executive Committee subject to quarterly review by the Executive Committee. The Treasurer shall pay such claims or disbursements and such requisitions for payment in accordance with rules, regulations, policies, procedures and bylaws adopted by the Executive Committee.

4.3 Accounts.

All funds will be placed in appropriate accounts and the receipt, transfer, or disbursement of such funds during the term of this Agreement shall be accounted for in accordance with generally accepted accounting principles applicable to governmental entities and pursuant to Government Code Sections 6505 et seq. and any other applicable laws of the State of California. There shall be strict accountability of all funds. All revenues and expenditures shall be reported to the Executive Committee.

4.4 Expenditures Within Approved Annual Budget.

All expenditures shall be made within the approved annual budget. No expenditures in excess of those budgeted shall be made without the approval of a majority of a quorum of the Executive Committee.

4.5 Audit.

The records and accounts of WRCOG shall be audited annually by an independent certified public accountant and copies of such audit report shall be filed with the County Auditor, State Controller and each party to WRCOG no later than fifteen (15) days after receipt of said audit by the Executive Committee.

4.6 Reimbursement of Funds.

Grant funds received by WRCOG from any federal, state, or local agency to pay for budgeted expenditures for which WRCOG has received all or a portion of said funds from the parties hereto shall be used as determined by WRCOG's Executive Committee.

V

LIABILITIES

5.1 Liabilities.

The debts, liabilities, and obligation of WRCOG shall be the debts, liabilities, or obligations of WRCOG alone and not of the parties to this Agreement.

5.2 Hold Harmless and Indemnity.

Each party hereto agrees to indemnify and hold the other parties harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party or its employees. Where the General Assembly or Executive Committee itself or its agents or employees are

held liable for injuries to persons or property, each party's liability for contribution or indemnity for such injuries shall be based proportionately upon the contributions (less voluntary contributions) of each member. In the event of liability imposed upon any of the parties to this Agreement, or upon the General Assembly or Executive Committee created by this Agreement, for injury which is caused by the negligent or wrongful act or omission of any of the parties in the performance of this Agreement, the contribution of the party or parties not directly responsible for the negligent or wrongful act or omission shall be limited to One Hundred Dollars (\$100.00). The party or parties directly responsible for the negligent or wrongful acts or omissions shall indemnify, defend, and hold all other parties harmless from any liability for personal injury or property damage arising out of the performance of this Agreement. The voting for or against a matter being considered by the General Assembly or executive or other committee or WRCOG, or abstention from voting on such matter, shall not be construed to constitute a wrongful act or omission within the meaning of this Subsection.

VI

ADMISSION AND WITHDRAWAL OF PARTIES

6.1 Admission of New Parties.

It is recognized that additional cities other than the original parties, may wish to participate in WRCOG. Any Western Riverside County city may become a party to WRCOG upon such terms and conditions as established by the General Assembly or Executive Committee. Any Western Riverside County city shall become a party to WRCOG by the adoption by the city council of this agreement and the execution of a written addendum thereto agreeing to the terms of this Agreement and agreeing to any

additional terms and conditions that may be established by the general assembly or Executive Committee. Special districts which are significantly involved in regional problems and the boundaries of which include territory within the collective area of the membership shall be eligible for advisory membership in the Council. The representative of any such advisory member may participate in the work of committees of the Council.

6.2 Withdrawal from WRCOG.

It is fully anticipated that each party hereto shall participate in WRCOG until the purposes set forth in this Agreement are accomplished. The withdrawal of any party, either voluntary or involuntary, unless otherwise provided by the General Assembly or Executive Committee, shall be conditioned as follows:

- a. In the case of a voluntary withdrawal following a properly noticed public hearing, written notice shall be given to WRCOG, six months prior to the effective date of withdrawal;
- b. Withdrawal shall not relieve the party of its proportionate share of any debts or other liabilities incurred by WRCOG prior to the effective date of the parties' notice of withdrawal;
- c. Unless otherwise provided by a unanimous vote of the Executive Committee, withdrawal shall result in the forfeiture of that party's rights and claims relating to distribution of property and funds upon termination of WRCOG as set forth in Section VII below;
- d. Withdrawal from any Implementation Agreement shall not be deemed withdrawal from membership in WRCOG.

VII

TERMINATION AND DISPOSITION OF ASSETS

7.1 Termination of this Agreement.

WRCOG shall continue to exercise the joint powers herein until the termination of this Agreement and any extension thereof or until the parties shall have mutually rescinded this Agreement; providing, however, that WRCOG and this Agreement shall continue to exist for the purposes of disposing of all claims, distribution of assets and all other functions necessary to conclude the affairs of WRCOG.

Termination shall be accomplished by written consent of all of the parties, or shall occur upon the withdrawal from WRCOG of a sufficient number of the agencies enumerated herein so as to leave less than five of the enumerated agencies remaining in WRCOG.

7.2 Distribution of Property and Funds.

In the event of the termination of this Agreement, any property interest remaining in WRCOG following the discharge of all obligations shall be disposed of as the Executive Committee shall determine with the objective of distributing to each remaining party a proportionate return on the contributions made to such properties by such parties, less previous returns, if any.

VIII

PACE IMPLEMENTATION AND PARTICIPATION AGREEMENTS:

ASSOCIATE MEMBERSHIP

8.1 Execution of Agreement.

When authorized by the Executive Committee, any affected member agency or agencies enumerated herein, may execute an Implementation Agreement for the purpose of authorizing WRCOG to implement, manage and administer area-wide and regional programs in the interest of the local public welfare. The costs incurred by WRCOG in implementing a program including indirect costs, shall be assessed only to those public agencies who are parties to that Implementation Agreement.

8.2 PACE Agreements; Associate Membership.

WRCOG shall be empowered to establish and operate one or more Property Assessed Clean Energy ("PACE") programs pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code, and to enter into one or more agreements, including without limitation, participation agreements, implementation agreements and joint powers agreements and amendments thereto to fulfill such programs both within and outside the jurisdictional boundaries of WRCOG.

WRCOG, acting through its Executive Committee, shall be empowered to establish an "Associate Member" status that provides membership in WRCOG to local jurisdictions that are outside WRCOG's jurisdictional boundaries but within whose boundaries a PACE program will be established and implemented by WRCOG. Said local jurisdictions shall become Associate Members of WRCOG by adopting one or more agreements (the "PACE Agreement") on the terms and conditions established by the Executive Committee and consistent with the requirements of the Joint Exercise of Powers Act, being 5 of Division 7, Title 1 of the California Government Code (Sections 6500 et seq.). The rights of Associate Members shall be limited solely to those terms and conditions expressly set forth in the PACE Agreement for the purposes of implementing the PACE program within their

jurisdictional boundaries. Except as expressly provided for by the PACE Agreement, Associate Members shall not have any rights otherwise granted to WRCOG's members by this Agreement, including but not limited to the right to vote, right to amend this Agreement, and right to sit on committees or boards established under this Agreement or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee.

IX

MISCELLANEOUS

9.1 Amendments.

This Agreement may be amended with the approval of not less than two-thirds (2/3) of all member agencies.

9.2 Notice.

Any notice or instrument required to be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to the addresses of the parties as shown on Exhibit "A", shall be deemed to have been received by the party to whom the same is addressed at the expiration of seventy-two (72) hours after deposit of the same in the United States Post Office for transmission by registered or certified mail as aforesaid.

9.3 Effective Date.

This Agreement shall be effective and WRCOG shall exist from and after such date as this Agreement has been executed by any seven or more of the public agencies, including the County of Riverside, as listed on page 1 hereof.

9.4 Arbitration.

Any controversy or claim between any two or more parties to this Agreement, or between any such party or parties and WRCOG, with respect to disputes, demands, differences, controversies, or misunderstandings arising in relation to interpretation of this Agreement, or any breach thereof, shall be submitted to and determined by arbitration. The party desiring to initiate arbitration shall give notice of its intention to arbitrate to every other party to this Agreement and to the Executive Director of the Council. Such notice shall designate as "respondents" such other parties as the initiating party intends to have bound by any award made therein. Any party not so designated but which desires to join in the arbitration may, within ten (10) days of service upon it of such notice, file with all other parties and with the Executive Director of the Council a response indicating its intention to join in and to be bound by the results of the arbitration, and further designating any other parties it wishes to name as a respondent. Within twenty (20) days of the service of the initial demand for arbitration, the initiating party and the respondent or respondents shall each designate a person to act as an arbitrator. The designated arbitrators shall mutually designate the minimal number of additional persons as arbitrators as may be necessary to create an odd total number of arbitrators but not less than three to serve as arbitrator(s).

The arbitrators shall proceed to arbitrate the matter in accordance with the provisions of Title 9 of Part 3 of the Code of Civil Procedure, Section 1280 et. seq. The parties to this Agreement agree that the decision of the arbitrators will be binding and will not be subject to judicial review except on the ground that the arbitrators have exceeded the scope of their authority.

9.5 Partial Invalidity.

If any one or more of the terms, provisions, sections, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

9.6 Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

9.7 Assignment.

The parties hereto shall not assign any rights or obligations under this Agreement without written consent of all other parties.

9.8 Execution.

The Board of Supervisors of the County of Riverside and the city councils of the cities enumerated herein have each authorized execution of this Agreement as evidenced by the authorized signatures below, respectively.

Original Members Agencies

1. City of Banning
2. City of Beaumont (rejoined June 22, 2017)
3. City of Calimesa
4. City of Canyon Lake
5. City of Corona
6. City of Hemet
7. City of Lake Elsinore
8. City of Moreno Valley
9. City of Murrieta
10. City of Norco
11. City of Perris
12. City of Riverside
13. City of San Jacinto
14. City of Temecula
15. County of Riverside

Additional City Members

1. City of Eastvale (added on 08/02/2010, Resolution 01-11)
2. City of Jurupa Valley (added on 07/29/2011, Resolution 02-12)
3. City of Menifee (added on 10/06/2008, Resolution 03-09)
4. City of Wildomar (added on 08/04/2008, Resolution 01-09)

**THE WESTERN RIVERSIDE
COUNCIL OF GOVERNMENTS**

Participating Agencies

5. Eastern Municipal Water District (membership on the Governing Board of WRCOG, 05/11/2009)
6. Western Municipal Water District (membership on the Governing Board of WRCOG, 05/11/2009)
7. Riverside County Superintendent of Schools (membership as an ex-officio, advisory member of WRCOG, 11/07/2011)
8. Morongo Band of Mission Indians (membership on the Governing Board of WRCOG, 7/6/2015)

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Item 5.B

WRCOG Executive Committee Member
Alternate Provisions

Attachment 2

WRCOG Bylaws

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**BY-LAWS
FOR THE
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS**

ARTICLE I

SECTION 1.

These By-Laws are provided for the organization and administration of the Western Riverside Council of Governments which has been established under a Joint Powers Agreement. These By-Laws supplement the Agreement.

**ARTICLE II
GENERAL ASSEMBLY**

SECTION 1. MEETINGS

- A. Annual Meeting. The annual General Assembly shall meet in June. In addition, an annual local Government Conference may be held sometime during each fiscal year and a General Assembly social event may be held anytime as provided for in Article II, Section I.B. The locations and times of these meetings shall be determined by the Executive Committee.
- B. Special Meetings. Special meetings of the General Assembly may be called by the Chairperson, or in his or her absence by the Vice-Chairperson or in the absence of the Chairperson and the Vice-Chairperson by the Second Vice-Chairperson, or a majority of the member agencies.

SECTION 2. OFFICERS

- A. Nomination and Election. The General Assembly shall elect, by a majority vote, the Chairperson, Vice-Chairperson and Second Vice-Chairperson from members of the Executive Committee, provided he or she is first nominated by either the General Assembly or Executive Committee. The election of the Chairperson, Vice-Chairperson and Second Vice-Chairperson shall be conducted once each year and no later than July.
- B. Prohibition. The General Assembly shall not elect the Chairperson, Vice-Chairperson and Second Vice-Chairperson from representatives of the same member agency.
- C. Term. The elected Chairperson, Vice-Chairperson and Second Vice-Chairperson shall assume office at the close of the meeting of their election and each officer shall hold office for one year, or until his or her successor shall be elected.

- D. Vacancy. Notwithstanding Article II, Section 2.C., if the office of the Chairperson, Vice-Chairperson or Second Vice-Chairperson becomes vacant, the Executive Committee shall appoint, by a majority vote, one of its members to fill the unexpired term of the vacated office.
- E. Removal. Notwithstanding Article II, Section 2.D., the Executive Committee may remove the Chairperson, Vice-Chairperson or Second Vice-Chairperson by majority vote. The removal of either the Chairperson, Vice-Chairperson or Second Vice-Chairperson creates a vacancy which shall be filled in accordance with Article II, Section 2.D.
- F. Duties of the Chairperson, Vice-Chairperson and Second Vice-Chairperson. The Chairperson shall, if present, preside at all meetings of the General Assembly and Executive Committee and exercise such other powers and duties as may from time to time be assigned to the Chairperson. In the absence of the Chairperson, the Vice-Chairperson shall perform all the duties of the Chairperson. When so acting, the Vice-Chairperson shall have all the powers of, and be subject to all the restrictions upon, the Chairperson. In the absence of both the Chairperson and Vice-Chairperson, the Second Vice-Chairperson shall perform all the duties of the Chairperson. When so acting, Second Vice-Chairperson shall have all the powers of, and be subject to all the restrictions upon, the Chairperson. In the absence of the Chairperson, Vice-Chairperson, and Second Vice-Chairperson, the General Assembly Chairperson of the Previous Year (the "Past Chairperson") shall perform the duties of the Chairperson for that meeting only. When so acting, Past Chairperson shall have all the powers of, and be subject to all the restrictions upon, the Chairperson. In the absence of the Chairperson, Vice-Chairperson, Second Vice-Chairperson and the Past Chairperson, the General Assembly or Executive Committee shall choose one of its voting members to chair the meeting for that day only.

SECTION 3. VOTING

- A. In General. Each member of the General Assembly shall have one vote.
- B. Eligibility. The Chairperson, Vice-Chairperson and Second Vice-Chairperson are eligible to vote.
- C. Quorum. The General Assembly shall act only upon a majority of a quorum. A quorum shall be the majority of the total authorized representatives of each member agency, provided that the members representing a majority of the member agencies are present.

ARTICLE III

EXECUTIVE COMMITTEE

SECTION 1. MEMBERSHIP

A. The Executive Committee will be composed of the Mayor from each of the member cities, four members of the Riverside County Board of Supervisors, the President of each water district, and the Tribal Chairman of the Morongo Band of Mission Indians. Any City Council, at its discretion, can appoint a Mayor Pro Tem or other city council member in place of the Mayor. Each water district board, at its discretion, can appoint another board member in place of the President. The Tribal Council of the Morongo Band of Mission Indians, at its discretion, can appoint another tribal council member in place of the Tribal Chairman.

B Each regular member on the Executive Committee shall also have an alternate, who must also be a current member of the legislative body of the party such alternate represents. For the Board of Supervisors, the Board of Supervisor's member not serving under section A, above, shall serve as an alternate to the members of the Board of Supervisors. The name of the alternate members shall be on file with the Executive Committee. In the absence of the regular member from an agency, the alternate member from such agency shall assume all rights and duties of the absent regular member.

SECTION 2. OFFICERS

- A. Officers and Duties. The officers of the Executive Committee shall be the Chairperson, Vice-Chairperson and Second Vice-Chairperson of the General Assembly. The Chairperson, Vice-Chairperson and Second Vice-Chairperson shall perform the same duties set forth in Article II.
- B. Absence. If a jurisdiction misses three consecutive meetings, said jurisdiction shall be notified of these occurrences.

SECTION 3. MEETINGS

The Executive Committee shall meet in accordance with the meeting schedule adopted by the Executive Committee, as may be revised from time to time.

SECTION 4. QUORUM

The Executive Committee shall act only upon a majority of a quorum. A quorum shall consist of a majority of the voting members of the Executive Committee.

SECTION 5. VOTING

Each member city present shall have one vote in the Executive Committee, each County Supervisor present shall have one vote, each member water district present shall have one vote, and the representative of the Morongo Band of Mission Indians present shall have one vote. Only authorized members present, or designated alternates acting when the regular member is absent, may vote.

SECTION 6. POWERS AND FUNCTIONS

- A. To prepare and recommend to the General Assembly a yearly budget for funds and distribution, and to determine the estimated share of contributions from each member agency.
- B. To administer, manage, contract for, and handle the financing of the studies, projects and programs.
- C. To exercise the powers of the Joint Powers Agreement between sessions of the General Assembly.
- D. To select and employ an Executive Director who shall be the Chief Administrative Officer of WRCOG and who shall have administrative supervision over all WRCOG employees. The Executive Committee shall establish personnel rules and regulations.
- E. To appoint regular and special committees within the Executive Committee.
- F. To establish and operate a permanent office for WRCOG.
- G. To appoint advisory committees on such projects as it determines advisable.
- H. To provide for additional ex-officio, non-voting members, as deemed appropriate for the effective conduct of the business of the organization.

SECTION 7. POLICY REGARDING CONFIDENTIAL INFORMATION DISCLOSED DURING CLOSED SESSIONS

The Executive Committee recognizes that, from time to time, it is vital that members of the Executive Committee divulge certain privileged information obtained in closed sessions at WRCOG to their own governing bodies meeting in closed sessions. Thus, WRCOG adopts the policy set forth in Government Code section 54956.96 which authorizes the disclosure of closed session information that has directed financial or liability.

- A. All information received by the legislative body of the member agency in a closed session related to the information presented to WRCOG in closed session shall be confidential. However, a member of the legislative body of a member agency, or

his/her duly appointed alternate under the JPA, may disclose information obtained in a closed session that has direct financial or liability implications for that member agency to the following individuals:

1. Legal counsel of that member agency for purposes of obtaining advice on whether the matter has direct financial or liability implications for that member agency.
 2. Other members of the legislative body of the member agency present in a closed session of that member agency, as well as other persons that may be invited to attend the closed session by the member agency's legislative body.
- B. The legislative body of the local agency member, upon the advice of its legal counsel, may conduct a closed session in order to receive, discuss, and take action concerning information obtained in a closed session of WRCOG pursuant to this Policy.

ARTICLE IV

OTHER COMMITTEES

SECTION 1. TECHNICAL ADVISORY COMMITTEE

- A. Duties. The Technical Advisory Committee (TAC) shall interface with WRCOG staff, review staff reports, consider staff recommendations, provide recommendations to the Executive Committee and perform such other duties as may be delegated to it.
- B. Meetings. The TAC may meet once a month or as it is deemed necessary.
- C. Membership. The TAC is comprised of an executive from the County of Riverside, the City Manager from each of WRCOG's member cities, the General Manager from each of WRCOG's member water districts, the Chief Administrative Officer from the Morongo Band of Mission Indians, and the Executive Director from the March Joint Powers Authority. A City Manager, Water District General Manager, Chief Administrative Officer of the Morongo Band of Mission Indians, and Executive Director from the March JPA may appoint an alternate who is a department head of the agency.
- D. Quorum. The TAC shall act only upon a majority of a quorum. A quorum shall consist of a majority of the members of the TAC.

SECTION 2. ADMINISTRATION & FINANCE COMMITTEE

- A. Duties. The Administration & Finance Committee shall provide budget and finance overview for WRCOG in the conduct of its business and personnel issues and forward its recommendations to the Executive Committee for consideration. The Administration & Finance Committee shall have the authority (i) to increase the WRCOG budget in any category up to fifteen percent (15%); and (ii) to authorize contracts up to \$100,000 when the contract requires execution prior to the next regularly scheduled Executive Committee meeting.
- B. Meetings. The Administration & Finance Committee may meet once a month or as it is deemed necessary.
- C. Membership. The Administration & Finance Committee shall be composed of the Executive Committee Chairperson; the Executive Committee Vice-Chairperson, the Executive Committee Second Vice-Chairperson, the Past Executive Committee Chairperson; and seven other members of the Executive Committee selected by the Executive Committee Chairperson. When selecting members of the Administration & Finance Committee, the Executive Committee Chairperson is encouraged to consider geographic balance. At least two members of the Board of Supervisors shall be members of the Committee. At least one member shall be a water district representative.
- D. Quorum. The Administration & Finance Committee shall act only upon a majority of a quorum. A quorum shall consist of a majority of the members of the committee.
- E. Term and Removal. Appointments to the Administration & Finance Committee shall be for a one-year term ending on June 30 of the fiscal year (July to June) in which the appointments are made. The process set forth below applies should the Chair wish to remove a Board member ("Appointee") appointed during the one-year term of the appointment. The process does not apply to the Chair's decision not to reappoint an Appointee at the end of the Appointee's one-year term.
 - 1. The Chair shall provide Appointee with written notice of the Chair's decision to remove the Appointee from the appointment.
 - 2. The notice shall be provided in writing to Appointee through WRCOG's Executive Director and shall include a brief statement of why removal is sought, which reason may include, without limitation, 3 or more consecutive absences of committee meetings. The notice shall be delivered to the email address, if any, provided by Appointee as well as by first class mail to the Clerk of the City/County appointing Appointee to the WRCOG Executive Committee and Appointee's mailing address.
 - 3. The removal shall be effective on the 15th day after WRCOG's Executive Director sends notice to Appointee unless Appointee provides notice to the

WRCOG Executive Director, prior to the expiration of such 15 day period, of his or her desire to contest the removal.

4. In the event that the removal is contested, the removal shall be stayed and the Executive Director shall schedule an Administration & Finance Committee meeting at which both the Chair and Appointee may present their arguments for and against removal. Based thereon, the Administrative & Finance Committee shall either uphold or reject the removal. The decision of the Administration & Finance Committee shall be final.
5. If the removal is not contested or is approved by the Administration & Finance Committee, the Chair may appoint another WRCOG Executive Committee member to fill the remainder of the Appointee's term. The appointment of the new member shall comply with the membership requirements set forth in Section C, above. The term of the newly appointed member shall expire on June 30 of the fiscal year in which the appointment is made.

This section 2E shall only apply to appointments made by the Chair to the seven open seats on the Administration & Finance Committee and not to the four ex-officio members of the committee.

ARTICLE V

EXECUTIVE DIRECTOR

SECTION 1.

- A. Duties. In addition to those duties enumerated in the Joint Powers Agreement, the duties of the Executive Director are:
 1. To administer all contracts.
 2. To have full charge of the administration of the business affairs of WRCOG.
 3. To exercise general supervision over all property belonging to WRCOG.
 4. To accept, on behalf of WRCOG, easements and other property rights and interests.
 5. To be responsible for the purchase of all supplies and equipment of WRCOG.
- B. Contract. The Executive Director is authorized to contract and execute on behalf of WRCOG, contracts for supplies, equipment and materials, and consultants not to exceed \$50,000.00, provided the contract relates to purposes previously approved and budgeted by the General Assembly or Executive Committee. The

Executive Director may execute contracts up to \$100,000, if approved by the Administration & Finance Committee.

ARTICLE VI
DEFINITION OF WESTERN RIVERSIDE AREA

The boundaries of WRCOG shall be defined according to the legal description attached hereto as Exhibit "A".

ARTICLE VII
AMENDMENTS

These By-Laws and any amendments thereto may be amended by the General Assembly, by majority vote. Proposed amendments shall be submitted, in writing, to members of the General Assembly along with the agenda for such meeting.

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

LEGAL DESCRIPTION

1. **BEGINNING** at the Northeast corner of Section 1, Township 2 South, Range 2 East, San Bernardino Meridian;
2. Thence South along Range line to the Northeast corner of Section 36, T2S, R2E;
3. Thence West along the North line of said Section 36 to the North one-quarter corner thereof;
4. Thence South along the North-south center section line of said Section 36 to the Center section thereof;
5. Thence East along the East-West center section line of said Section 36 to the East one-quarter corner thereof;
6. Thence South along the East line of said Section 36 to the Northeast corner of Section 1, T3S, R2E;
7. Thence West along the North line of said Section 1 to the Northwest corner thereof;
8. Thence South along the West line of said Section 1 to the Northwest corner of Section 12, T3S, R2E;
9. Thence East along the North line of said Section 12 to the Northeast corner thereof;
10. Thence South along the East line of said Section 12 to the Southeast corner thereof;
11. Thence west along the South line of said Section 12 to the Northwest corner of Section 13, T3S, R2E;
12. Thence South along the West line of said Section 13 to the Southwest corner thereof;
13. Thence East along the South line of said Section 13 to the Southeast corner thereof;
14. Thence South along Range line to the Southwest corner of Section 18, T4S, R3E;
15. Thence East along Section lines to the Northeast corner of Section 20, T4S, R3E;
16. Thence South along the East line of said Section 20 to the Southeast corner thereof;
17. Thence West along the south line of said Section 20 to the Northwest corner of Section 29, T4S, R3E;
18. Thence South along the West line of said Section 29 to the Southwest corner thereof;
19. Thence East along the South line of said Section 29 to the Northeast corner of Section 32, T4S, R3E;
20. Thence South along the East line of said Section 32 to the Southeast corner thereof;
21. Thence West along the South line of Said Section 32 to the Northeast corner of Section 5, T5S, R3E;
22. Thence South along Section lines to the Northwest corner of Section 16, T5S, R3E;
23. Thence East along the North line of said Section 16 to the Northeast corner thereof;
24. Thence South along the East line of said Section 16 to the Northwest corner of Section 22, T5S, R3E;
25. Thence East along the North line of said Section 22 to the Northeast corner thereof;
26. Thence South along the East line of said Section 22 to the Northwest corner of Section 26, T5S, R3E;
27. Thence East along the North line of said Section 26 to the Northeast corner thereof;
28. Thence South along Section lines to the Northwest corner of Section 1, T6S, R3E;
29. Thence East along the North line of said Section 1 to Northeast corner thereof;
30. Thence South along the East line of said Section 1 to the Northwest corner of Section 6, T6S, R4E;
31. Thence East along the North line of said Section 6 to the Northeast corner thereof;
32. Thence south along the East line of Said Section 6 to the Northwest corner of Section 8, T6S, R4E;
33. Thence South along Section lines to the Southeast corner of Section 17, T6S, R4E;
34. Thence West along Section lines to the Northwest corner of Section 19, T6S, R4E;
35. Thence South along the West line of said Section 19 to the Southeast corner of Section 24, T6S, R3E;
36. Thence west along the South lines of said Sections 24 and Section 23, T6S, R3E to a point of intersection with the centerline of State Highway 74;
37. Thence Southeasterly along said centerline of State Highway 74, through its various courses, to the intersection with State Highway 371;
38. Thence Southeasterly, Westerly, and Southerly along the centerline of said State Highway 371, through its various courses, to a point of intersection West line of Section 18, T7S, R4E;
39. Thence South along Section lines to the East one-quarter corner of Section 19, T7S, R4E;
40. Thence West along the East-West Center section line of said Section 19 t the West line thereof;

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

LEGAL DESCRIPTION

(Continued)

41. Thence South along the West line of said Section 19 to the North line of Section 30, T7S, R4E;
42. Thence East along the North line of said Section 30 to the Northwest corner of Section 29, T7S, R4E;
43. Thence South along the West line of said Section 29 to the West one-quarter corner thereof;
44. Thence East along the East-West center section line of said Section 29 to the Northeast corner of the West one-half of the East one-half of the West one-half of the South one-half of said Section 29;
45. Thence South along the East line of said West one-half of the East one-half of the West one-half of the South one-half to a point of intersection with the South line of the North 400 acres of said Section 29;
46. Thence East along said South line of the North 400 acres of Section 29 to a point of intersection with the East line of said Section 29;
47. Thence South along the East line of said Section 29 and Section 32, T7S, R4E to the North line of Section 4, T8S, R4E;
48. Thence East along said North line of Section 4 to the Northeast corner thereof;
49. Thence South along the East line of said Section 4 to the Southeast corner thereof;
50. Thence West along the South line of said Section 4 to the Northeast corner of Section 8, T8S, R4E;
51. Thence South along the West line of said Section 8 to a point of intersection with the centerline of Coyote Canyon Road, as it currently exists;
52. Thence southeasterly and southerly along the centerline of said Coyote Canyon Road, through its various courses, to a point of intersection with the East line of Section 36, T8S, R4E;
53. Thence South along said East line of Section 36 to the Southeast corner thereof, said corner being on the South boundary of the County of Riverside;
54. Thence Westerly, Northerly and Easterly along the boundary of the County of Riverside to the **Point of Beginning**.

By: _____

Date: _____





Western Riverside Council of Governments

Administration & Finance Committee

Staff Report

Subject: Adoption of Salary Schedule to meet CalPERS Requirements

Contact: Andrew Ruiz, Program Manager, aruiz@wrcog.us, (951) 405-6741

Date: June 13, 2018

The purpose of this item is to adopt a salary schedule to meet compliance with CalPERS requirements of having a Board-approved salary schedule.

Requested Actions:

1. Recommend that the Executive Committee approve the Salary Schedule as to form.
2. Utilize a Cost-of-Living Adjustment (COLA) to provide for future annual adjustments of the Salary Schedule, using the Los Angeles / Long Beach / Anaheim demographics from the U.S. Department of Labor Bureau's website.

On February 12, 2018, CalPERS conducted an audit of WRCOG's pension records and, based on its observation, generated a finding related to WRCOG's pay schedule for not having the salary schedule adopted by the Executive Committee. Per California Code of Regulations (CCR) Section 570.5, a public agency must have its salary schedules approved by its Board, or highest governing body. While WRCOG does have a salary schedule posted on its website for the public, it has not been approved by the Executive Committee (it was approved by the Administration & Finance Committee in 2008).

A new salary schedule (Attachment 1) has been compiled for the Committee for review and recommendation. Previously, WRCOG used step increases within its salary schedule. The proposed salary schedule removes the use of steps which will allow for more flexibility when making salary changes (i.e., providing Cost-of-Living Adjustment (COLA) and less than 5% merit increases) and keeps the salary schedule in compliance with CalPERS.

The schedule will be examined on a yearly basis and, if future changes are necessary, it will be brought back through the Committee structure for adoption by the Executive Committee.

Staff is also recommending that the Executive Committee adopt a policy for calculating COLA and attaching that formula to the salary schedule in order to keep it dynamic.

Prior Action:

None.

Fiscal Impact:

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

Attachment:

1. Proposed Salary schedule as of July 1, 2018.

Item 5.C

Adoption of Salary Schedule to meet
CalPERS requirements

Attachment 1

Proposed Salary schedule as of
July 1, 2018

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Western Riverside Council of Governments
Staff Salary Structure
As of July 1, 2018

<u>CLASSIFICATION</u>	<u>SALARY RANGE</u>	
	<u>Bottom</u>	<u>Top</u>
Deputy Executive Director*	\$ 109,720	\$ 206,898
Chief Financial Officer*	107,482	202,673
Director*	107,482	202,673
Program Manager*	65,458	123,427
Administrative Services Manager*	65,458	123,427
Senior Analyst / Executive Assistant II	46,446	87,589
Staff Analyst / Executive Assistant I	42,162	79,477
Administrative Assistant / Staff Technician I	31,096	58,635
Intern	26,000	31,200
	<u>Salary</u>	<u>Car Allowance</u>
Executive Director*	\$ 264,513	\$ 6,600

*Salaried Position

Employees are paid bi-weekly

WRCOG Stipends for Elected Officials

Stipends of \$150.00 per meeting are provided to Executive Committee Members for attendance at WRCOG's Executive Committee Meetings (12 scheduled meetings per year) and Administration & Finance Committee meetings (11 scheduled meetings per year).

WRCOG also provides stipends to elected officials appointed by the Executive Committee to represent WRCOG in instances where the meeting attended is not reimbursed by another agency. These include:

- 1) California Association of Council of Governments (CALCOG): 1-2 meetings per year (1 WRCOG appointee).
- 2) San Diego Association of Governments (SANDAG) Borders Policy Committee: 4 meetings per year (1 WRCOG appointee).
- 3) Riverside County Waste Management Local Task Force: 1 meeting annually (2 WRCOG appointees)
- 4) Other meetings Executive Committee Members attend as appointed representatives of WRCOG.

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Western Riverside Council of Governments

Administration & Finance Committee

Staff Report

Subject: Approval of Professional Services Agreement with WSP USA to Provide Technical Support for the Riverside County Traffic Analysis Model Update

Contact: Christopher Gray, Transportation Director, cgray@wrcog.us, (951) 405-6710

Date: June 13, 2018

The purpose of this item is to present the Professional Services Agreement with WSP USA for the Riverside County Traffic Analysis Model update, and to request approval thereof.

Requested Action:

1. Approve the Professional Services Agreement between the Western Riverside Council of Governments and WSP USA to provide technical and advisory support for the update of the Riverside County Traffic Analysis Model in an amount not to exceed \$749,548.

The Riverside County Traffic Analysis Model (RIVTAM) was developed in 2009 to provide Riverside County jurisdictions a more detailed tool to develop long-term forecasts of future travel behavior. Since 2009, RIVTAM has not undergone a comprehensive update, so the land use and transportation data the RIVTAM utilizes is significantly outdated. As one of the agencies which regularly uses the RIVTAM, WRCOG has expressed an interest in participating in an update of RIVTAM. WRCOG has facilitated quarterly meetings of the agencies which originally participated in the development of RIVTAM to discuss the logistics of a RIVTAM update since 2016. The procurement process commenced in late Fall 2017 with the original agencies participating in the consultant selection. The RIVTAM update will be a multi-year project that is funded over three fiscal years.

Original RIVTAM Development: Development of the RIVTAM was completed in May 2009 with the following agencies participating:

- Riverside County Transportation and Land Management Agency (TLMA)
- Western Riverside Council of Governments (WRCOG)
- Coachella Valley Council of Governments (CVAG)
- Riverside County Transportation Commission (RCTC)
- Southern California Association of Governments (SCAG)
- California Department of Transportation (Caltrans)

Since 2009, the RIVTAM has been an important analysis tool for WRCOG and its member agencies. Vital projects, such as the WRCOG TUMF Nexus Study Update, Citywide Traffic Models, and a detailed analysis tool for the Temecula Valley Wine Country have utilized RIVTAM as a foundation. While many agencies have benefitted directly from the development of RIVTAM, there are certain challenges with its continued use. The primary issue is that RIVTAM has not undergone a comprehensive update since the initial development work, meaning the land use and transportation data is significantly outdated. The SCAG Regional Travel Model (RTM) has undergone updates since the initial development of RIVTAM, meaning the RIVTAM is no longer consistent with the regional SCAG travel model.

RIVTAM Update: Feedback from jurisdictional staff indicates an update to RIVTAM is necessary, as staff utilizes it for important projects such as General Plan updates, Specific Plans, project-specific traffic studies, interchanges studies, and other transportation infrastructure projects. Several WRCOG member agencies have actually spent considerable resources for limited updates to RIVTAM. For example, the Cities of Corona, Jurupa Valley, and Temecula each allocated funding to update RIVTAM within their jurisdictional boundaries. For the previous TUMF Nexus Study Update, WRCOG consultants spent nearly \$200,000 to perform a limited update of RIVTAM, solely to complete the necessary analytical work for the TUMF Nexus Study. Additionally, staff has received feedback from several agencies where outdated information in RIVTAM has led to significant project delays. For example, the traffic study for the I-215 / Scott Road interchange in the City of Menifee was delayed six months because of outdated information in RIVTAM, which lead to revisions to the traffic forecasts.

In light of these issues, WRCOG convened meetings with the other transportation agencies in Riverside County to discuss a pathway forward. These meetings resulted in funding commitments from participating agencies which would result in these agencies paying half of the cost of the RIVTAM update, with WRCOG funding the remaining balance. This funding agreement was considered to be equitable in that the survey data indicated that most of the projects using RIVTAM were in the WRCOG subregion. WRCOG staff also considered whether we should request funding from WRCOG member agencies to support this update. Staff determined that WRCOG could absorb the cost of the update through the use of various funding sources, including TUMF and LTF funds, and not request additional funding from member agencies.

The procurement process for the RIVTAM Update commenced in November 2017. A Request for Qualifications (RFQ) was released in November 2017. Three consultant teams submitted responses to the RFQ and it was determined by the Proposal Review Committee (PRC), which consisted of staff from TLMA, CVAG, RCTC, SCAG, and WRCOG, that all three teams met the qualifications as stated in the RFQ. WSP USA was selected after the PRC considered their submittals on the RFQ and RFP, as well as the answers provided during the interview process.

Next Steps: The RIVTAM update process would kick-off this summer, provided the presented Professional Services Agreement, provided as Attachment 1, is approved. In order to maximize engagement with member agencies, the Public Works Committee will be utilized for the outreach process. The team will provide the goals at the outset of the project, the desired outcomes of the update, and outline key inputs needed from member agencies for the update process. WRCOG would like to ensure key inputs are provided, so the consultant team will be made available to conduct further outreach. The team is aware of the need to consider the limited resources WRCOG member agencies have to review data and results.

Funding: The RIVTAM update will take place over three fiscal years. Half of the funding will be provided by WRCOG with the remainder of the funding coming from RCTC, the County of Riverside, and CVAG. Funding for this effort will come from a combination of TUMF and LTF funds.

Prior Action:

May 10, 2018: The Public Works Committee received and filed.

Fiscal Impact:

Funding for the WRCOG contribution to the RIVTAM update was included in the adopted Fiscal Year 2017/2018 and the proposed Fiscal Year 2018/2019 Budget. Funding will have to be allocated in the 2019/2020 Fiscal Year to complete this effort. Staff anticipates that approximately \$100,000 to \$150,000 will be expended within each of the three fiscal years.

Attachment:

1. Professional Services Agreement between the Western Riverside Council of Governments and WSP USA.

Item 5.D

Approve the Professional Services Agreement between the Western Riverside Council of Governments and WSP USA to provide technical and advisory support for the update of the Riverside County Traffic Analysis Model in an amount not to exceed \$749,548

Attachment 1

Professional Services Agreement
between the Western Riverside
Council of Governments and WSP
USA

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

1. Parties and Date.

This Agreement is made and entered into this _____ day of June, 2018, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG") and WSP USA Inc. ("Consultant"), a New York Corporation. WRCOG and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by WRCOG on the terms and conditions set forth in this Agreement and in the task order(s) to be issued pursuant to this Agreement and executed by the parties ("Task Order"). Consultant represents that it is experienced in providing on-call planning services in the State of California, and is familiar with the plans of WRCOG.

2.2 Project.

WRCOG desires to engage Consultant to render such professional services for the Riverside County Traffic Analysis Model (RIVTAM) Update as set forth in this agreement.

3. Terms.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to WRCOG all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services and advise on the RIVTAM Update ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from May ____ 2018 to June 30, 2020, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. WRCOG retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of WRCOG and shall at all

times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

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

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

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

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

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

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the

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

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

3.2.10 Insurance.

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

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

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form number 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*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim.

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, and agents insured status using ISO endorsement forms 20 10 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 directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects WRCOG, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by WRCOG, its directors,

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

(C) Workers' Compensation and Employers Liability Coverage.

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

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

(D) All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

(ii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to WRCOG, its directors, officials, officers, employees 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.

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

(iv) 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.

(v) 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.

(vi) 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.

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

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

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

3.2.10.6 Deductibles and Self-Insurance Retentions. 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 directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

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

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

3.2.10.9 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract 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

subcontractors or subconsultants shall be endorsed to name WRCOG 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 subcontractors or subconsultants.

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. **The total compensation shall not exceed Seven Hundred Forty-Nine Thousand Five Hundred Forty-Eight Dollars (\$749,548.00) ("Total Compensation") without written approval of WRCOG's Executive Director.** Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

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

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

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

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

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

Consultant: WSP USA
451 E. Vanderbilt Way, Suite 200
San Bernardino, CA 92408
Attention: Victor Martinez

WRCOG: Western Riverside Council of Governments
3390 University Avenue, Suite 450
Riverside, CA 92501
Attn: Christopher Gray
Phone: 951-405-6710

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

3.5.3 Ownership of Materials and Confidentiality.

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

(b) Intellectual Property.

(i) In addition, WRCOG shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

(ii) WRCOG shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by WRCOG, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of WRCOG.

(iii) Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the WRCOG.

(iv) All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

(v) WRCOG further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

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

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

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

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

3.5.6 Indemnification. Consultant shall defend, indemnify and hold the WRCOG, its officials, officers, consultants, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and

risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against WRCOG, its directors, officials, officers, consultants, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against WRCOG or its directors, officials, officers, consultants, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse WRCOG and its directors, officials, officers, consultants, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by WRCOG, its directors, officials, officers, consultants, employees, agents or volunteers. This section shall survive any expiration or termination of this Agreement. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

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

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

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

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

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

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of WRCOG. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

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

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

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

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

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

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

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

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

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

3.6 Subcontracting.

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

**[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

WSP USA Inc.

By: _____
Rick Bishop
Executive Director

By: _____
Victor Martinez
Vice President/Area Manager

APPROVED AS TO FORM:

By: _____
General Counsel
Best Best & Krieger LLP

EXHIBIT “A”

WORK PLAN

In our original Statement of Qualifications, we described our Jurisdictional Outreach process and outlined a comprehensive Work Plan (see Appendix). For this proposal, we have incorporated our Jurisdictional Outreach process as specific tasks in the Work Plan and presented the information in table format for clarity, listing deliverables for each task, the key staff assigned, and our assumptions for each.

Our work approach centers on the stated goals of the Memorandum of Understanding (MOU) signatories, and the stated need for the RIVTAM update as identified by the Needs Assessment that was completed in 2017.

In particular, **each major task within our approach has an outreach component** that will be done in concert with the work task. For example, during the development of the Base Year Model, we propose to gather model inputs and review with jurisdictions, gather additional inputs and review with jurisdictions, and continue this cycle of input gathering and jurisdictional review until the task is complete. It is through this repeated contact with each stakeholder that **model ownership, understanding, and trust will be built**.

Similarly, **we propose to maintain living model documentation** on the web that will be accessible by invitation to any and all interested stakeholders. The detailed Work Plan in Task 1, while initially specified at the beginning of the project, will be continually added to, refined, clarified, and amended as the project progresses. Our proposed modeling framework has built-in features that allow

[Click here](#) to go back to the Correspondence table.

Task Number	Task Name	Deliverable	Key Staff/Firm	Assumptions
0	Project Management and Administration			
0.01	Monthly Invoice Prep	20 invoices	Cynthia Cavazos	- We are assuming a kick-off of the 20-month project on May 1, 2018, with project close-out on December 31, 2019. - First teleconference will be with the full project team; subsequent teleconferences will be with critical staff only.
0.02	Monthly Progress Report	20 written progress reports	Christi Byrd	
0.03	Principal-in-Charge Check-in	20 emails summarizing conversations	Darren Henderson	
0.04	Biweekly Project Update Teleconferences	40 one-hour teleconferences	Christi Byrd	
1	Detailed Work Plan			
1.01	Model Specifications	Living document (web-based) discussing model specifications	Rosella Picado	Each sub-task (1.01 - 1.06) represents a section of the Work Plan and will be available to the project team via a website. This "document" will serve as the portal into the project and will be updated, revised and kept current throughout the life of the project. This Work Plan will be the basis for the Model Specification Report delivered in Task 6.01.
1.02	Model Inputs	Living document (web-based) listing model inputs needed	Jinghua Xu	
1.03	Available Data Sources	Living document (web-based) describing source of inputs	Jinghua Xu	
1.04	Jurisdictional Review of Specs, Inputs, Data Sources	Living document (web-based) specifying key dates and topics	Jason Pack	
1.05	Schedule, Milestones and Responsibilities	Living document (web-based) showing project timeline	Christi Byrd	- We assume that the SE data provided will have been previously vetted and approved by each jurisdiction, and that further discussion regarding the data will not be required. - Tasks 2.01 and 2.02 will happen iteratively.
1.06	List of Deliverables	Living table (web-based) of deliverables and their status	Christi Byrd	
2	Base Year Model Development			
2.01	Development and/or Gathering of Model Inputs	Base Year hwy networks, zone system, TAZ data (zonal attributes such as parking, unique land uses), SE (pop and emp) data	Jinghua Xu	
2.02	Jurisdictional Review of Inputs	Accountability matrix showing agreement from each jurisdiction	Jason Pack	Tasks 2.03 and 2.04 will happen iteratively and the model will be assembled using the agile programming method (i.e., we will incrementally build the model while seeking feedback along the way).
2.03	Model Implementation	Geographic Information System Developer's Kit (GISDK) scripts, model installer, model Graphic User Interface (GUI) - all components that will constitute a working model (with a reasonable runtime)	Kyle Ward	
2.04	Jurisdictional Review of Model Implementation	Accountability matrix showing agreement from each jurisdiction	Christi Byrd	

for dynamic updating of the web-based documentation showing model parameters, inputs/outputs, calibration results, and validation statistics.

Finally, our Work Plan focuses on developing a solid model that can be used to forecast roadway usage across the region, address the goals outlined in Senate Bills 375 and 743, and inform Regional Transportation Plans and the Transportation Uniform Mitigation Fee program. In light of that, we have excluded a detailed calibration of transit ridership by line; rather, our proposed RIVTAM model will forecast the regional transit ridership percentage. The model structure will contain a placeholder for a future transit component that is fully calibrated and validated.

A model that is usable, consistent, transparent, well-documented and trusted is what has guided our Work Plan.

Please Note: To see the number of hours for each sub-task, [click on](#) the sub-task numbers in the first column and you will be taken to the budget table.

Blue names = WSP
Black names = Fehr & Peers



[Click here](#) to go back to the Correspondence table.

[Click here](#) to go back to the Correspondence table.

Task Number	Task Name	Deliverable	Key Staff/Firm	Assumptions
2.05	Plan for Model Calibration and Validation	Set of calibration targets for each sub-model, observed counts, and set of validation standards that will be met, screenline maps	Kyle Ward	Tasks 2.05 and 2.06 will happen iteratively.
2.06	Jurisdictional Review of Calib./Validation Plan	Accountability matrix showing agreement from each jurisdiction	Christi Byrd	
3	Base Year Model Validation			
3.01	Review of Observed Counts	Final counts, assigned to network links, that will be used to calculate validation statistics defined in plan	Dawn McKinstry	- Sub-tasks in Task 3 are interrelated and interdependent. Tasks 3.01 -3.04 will be performed iteratively - likely requiring several passes through each before the model is "valid". - Dynamic validation will be based on the standards that Don Hubbard has developed, but will require input from the jurisdictions (obtained in Tasks 2.05 and 2.06).
3.02	Static Validation	Calibration report for all sub-models, validation report	Dawn McKinstry	
3.03	Dynamic Validation	Dynamic validation report	Don Hubbard	
3.04	Jurisdictional Review of Validation	Accountability matrix showing agreement from each jurisdiction	Christi Byrd	
4	Future Year Scenario			
4.01	Development and/or Gathering of Model Inputs	Future Year hwy networks, zone system, TAZ data, SE data	Jinghua Xu	- The bulk of the Future Year data will be gathered/developed after Base Year calibration/validation to avoid rework as Base Year networks, land-use data, and SE data all tend to be refined during the calibration and validation process. - Future network will be checked against RTP/SCS, Transportation Improvement Plans, and other funded projects within each jurisdiction. - We will assume that future SE data will have been approved. - Task 4.01 and 4.02 will be performed iteratively.
4.02	Jurisdictional Review of Future Inputs	Accountability matrix showing agreement from each jurisdiction	Jason Pack	
4.03	Future Year Forecast	Future forecast report, future roadway assigned volumes	Jinghua Xu	- Jurisdictional input will be required to determine the specific model output to provide and how best to provide it for review. This will be done in Task 1.05. - Tasks 4.03 and 4.04 are iterative as forecast results may be illogical, and the model, inputs, and/or assumptions may need to be revisited and the model re-run. Task 4 will be complete when each jurisdiction is comfortable with its future forecast.
4.04	Jurisdictional Review of Future Forecast	Accountability matrix showing agreement from each jurisdiction	Jason Pack	
5	Post-processors			
5.01	Active Transportation Tool Development	Working active transportation (AT) Tool, live demonstration of AT tool	Jinghua Xu	
5.02	EMFAC Tool Development	Working emission factors (EMFAC) tool, live demonstration of EMFAC tool	Jinghua Xu	
5.03	VMT Tool	Working VMT Tool, live demonstration of VMT tool	Jinghua Xu	
6	Documentation			
6.01	Model Report	Draft and final model document	Christi Byrd	Document will include Tasks 1.01, 1.02, 1.03, 3.02, 3.03, 4.03 reports (listed as deliverables) and all jurisdictional accountability matrices.
6.02	Model User's Guide	Set of directions on how to install, prepare a scenario for, run and analyze outputs of the RIVTAM model	Dawn McKinstry	
7	Training			
7.01	MOU Signatories Model Training		Christi Byrd	Focus will be on how model does/does not address specifications: what the model does/does not understand, use cases, validation statistics and generalized results of future forecasts.
7.02	Model Output Consumers		Jason Pack	Focus will be on what data the model needs, what data the model produces and how to transform output data into useful information.
7.03	Model Users		Christi Byrd	

- Hands-on training will be performed using Model Specification Report (Task 6.01) and User's Guide (Task 6.02) as basis for information presented.

[Click here](#) to go back to the Correspondence table.

3 CORRESPONDENCE BETWEEN WORK PLAN AND MODEL SPECIFICATIONS

In the table below and on subsequent pages, each Model Specification – both required and optional – is listed exactly as it is listed in Attachment A of the original Request for Qualifications (“Model Specifications”). For each, we have listed our proposed Work Plan sub-task number if our Work Plan addresses that specification, or a comment about the item if our Work Plan does not address it.

Many of the model specifications are addressed by more than one sub-task in the Work Plan, and when that is the case, multiple sub-tasks are listed. Conversely, there are some tasks in the Work Plan, namely Project Management (Task 0), Documentation (Task 6) and Training (Task 7) that do not correspond to a particular model specification; therefore, they are not listed in the table below, but are nonetheless an important part of the RIVTAM model update project.

Please Note: To see the description of a sub-task, [click on](#) the sub-task number and you will be taken to the table version of our Work Plan.

MODEL SPECIFICATIONS	WORK PLAN
Required Elements	Sub-task in Work Plan
Use of TransCAD software	2.03
Maintain consistency with SCAG Travel Demand Model.	1.01 - Consistency with SCAG will drive the Model Specification process. Rosella Picado, project manager on SCAG four-step and activity-based model development projects, will be leading the RIVTAM design.
- Transit network that includes all major transit routes within the RTP for Riverside County. - Matching external station volumes with SCAG Model. - Roadway network that includes all major roadway facilities defined by the SCAG RTP for Riverside County. - Zone structure that corresponds with SCAG Model Zones (RIVTAM zones can nest). - Ability to incorporate changes in SCAG SE forecasts either directly or indirectly through the conversion process.	2.01 2.01 2.01 2.02 - Jurisdictional review and agreement 2.03 (“ability” will be a feature of the model implementation)
Geographic coverage which includes all of Riverside County, including both the Coachella Valley and the Western Riverside County regions.	2.01 , 2.02
Appropriate level of network and zonal detail within all jurisdictions within Riverside County.	2.01 , 2.02
Appropriate model sensitivities to changes in model input data throughout all phases of the model including trip generation, trip distance, mode choice, roadway and transit assignment.	1.01 - Integrated into model design 2.03 - Implemented 3.03 - Demonstrated in dynamic validation 3.04 - Feedback from jurisdictions with regard to “appropriate”



MODEL SPECIFICATIONS	WORK PLAN
Required Elements	Sub-task in Work Plan
Base Year Model which replicates existing traffic counts, as measured by commonly accepted model validation criteria develop by Caltrans and other agencies. (daily and peak hour periods, average weekday travel). Minimum same roadway segments and screen lines as the previous version of RIVTAM.	3.01 , 3.02 , 3.04
Base Year Model which replicates existing VMT at the Countywide level.	3.02 , 3.04
Future Year Model for 2040 which reflects funded roadway and transit projects consistent with the RTP, TUMF Nexus and other docs.	4.01 , 4.02 , 4.03
The Base and Future Year Model should have the ability to estimate non-motorized trips at the zonal level either directly or through a post-processing element.	1.01 - Mode choice specification will include "non-motorized - walk" and "non-motorized - bike" as a mode. 2.03 - Mode choice implementation. 5.01 - Active Transportation Tool will allow for more detailed scenario testing.
The Base Year and Future Year Model should address the potential effects of new transportation technologies like TNCs and automated vehicles (AVs) either directly or through a post-processing element. Will include a recommended approach to test the effects of these new technologies to ensure that RIVTAM has the appropriate sensitivities to these technologies.	Not included in Work Plan. We recommend that this be done after SCAG finishes the mobility study it is currently undertaking and consider adopting that procedure (maintains consistency and doesn't duplicate effort). Rosella Picado, a member of our team, is the project manager for that project at SCAG.
Model should include the ability to reflect unique land uses within Riverside County which may not be directly modeled within the current SCAG Model.	Not included in Work Plan, but unique land uses will be included in TAZ data gathered and developed in Task 2.01 and Task 2.02 for future special event/market model development.
Transit validation and calibration that focuses on fixed rail stations such as Metrolink.	Not included in Work Plan. Our rationale: immediate needs of model results relate to highway planning; other models can be used for transit planning in the near term (simplified trips on projects, SCAG); transit calibration and validation, when done correctly, is very resource-intensive; transit is concentrated in small portion of Riverside County and model is needed for full region.
Model should address the unique travel characteristics within the Coachella Valley, such as winter seasonal travel.	1.01 - Model specification will include incorporation of existing seasonal model as a feature in RIVTAM. 2.03 - Seasonal travel integrated into RIVTAM model - user will be allowed to turn off or on.
Ability to report traffic volumes by different vehicle classes including light and heavy duty trucks.	2.03 - Assignment by class 5.03 - VMT summary by class

MODEL SPECIFICATIONS	WORK PLAN
Required Elements	Sub-task in Work Plan
Post-processor element which outputs data for use in transportation studies including but not limited to roadway segments and VMT data consistent with SB 743 requirements.	5.02 and 5.03
A formal process for jurisdictional outreach to ensure that each Riverside County jurisdiction reviews and concurs with the model network, zones and land use data provided in RIVTAM. Develop or prepare SE data derived from the resulting end product of the formal process described above.	1.04 , 2.02 , 2.04 , 2.06 , 3.04 , 4.02 , 4.04
Create or provide vacant model zones allowing for project level analysis where disaggregation of zones would otherwise be required.	1.01 - Specification will call for 300-500 vacant zones (10% of total non-vacant zones) 2.03 - Model implementation will include vacant zones as a feature
Acceptable run time as considered appropriate by the agencies involved with the RIVTAM update.	2.03 , 2.04
Optional Elements	Task in Work Plan
The use of SCAG Subregional Model Development Tool to maintain consistency with SCAG Travel Demand Model.	<i>Not included in Work Plan.</i>
Developing specific TransCAD scripts for RIVTAM.	2.03 - We propose using our existing GISDK TransCAD Tools (GT_Tools) to implement the RIVTAM model.
Transit validation and calibration for major routes in Riverside County.	<i>Not included in Work Plan, but we will calibrate/validate regional transit share in Tasks 3.02 and 3.03. We will not validate at the transit mode or route level.</i>
Development of a specialized model to forecast heavy truck trips.	<i>Not in Work Plan, but we will integrate current truck model into RIVTAM in Task 2.03.</i>
The inclusion of additional detail within specified sub-areas for agencies which provide additional funding.	<i>Not in our Work Plan but our goal is to work with jurisdictions to achieve sufficient detail without additional funding in Task 2.01 and Task 2.02.</i>
Development of a post-processor to estimate future intersection turn movements.	<i>Not in Work Plan.</i>
Sub-area VMT model calibration.	<i>Not specifically in Work Plan, but RIVTAM model will be calibrated and validated to agreed-upon standards both regionally and sub-regionally. Our validation plan will be developed in Task 2.05 and Task 2.06 and the plan will be implemented in Task 3.02 and Task 3.03 with jurisdiction feedback and sign-off in Task 3.04.</i>
Network-based active transportation model.	<i>Not in Work Plan, but we do include an Active Transportation post processor in Task 5.01, which will be fully integrated with RIVTAM in Task 2.03.</i>

WORK PLAN

For the most part our Work Plan has stayed the same as what was submitted in our Statement of Qualifications, with some minor updates which are listed below:

- The task numbers have been changed to match those in our proposal Work Plan table.
- The RFP Work Plan table, starting on page 1, includes Jurisdictional Outreach sub-tasks for most of the tasks so that we could detail the hours and cost associated with that important work. These were not originally included as we had presented our Jurisdictional Outreach Plan in a separate section of our Statement of Qualifications.
- We have made very minor grammatical updates to certain sections, however the overall message content remains the same.

Task 1 – Detailed Work Plan

The detailed work plan will be developed at the onset of the project. It is essentially a road map that describes the final product, the steps required to accomplish it, and the responsibilities of the consultant and project team. At a minimum, the work plan will include the following four sections:

1.01 Model Specification. This section describes the design elements of the model (trip purposes, time periods, modes, etc.), as well as its mathematical formulation. The specification will be described in enough detail to allow a comprehensive assessment by the project team.

1.02 Model Inputs. The main inputs to the model – highway network, zone structure, and zonal data – will be described in detail. This section will indicate how existing inputs, if available, will be revised and updated.

1.03 Available Data Sources. All data sources that are anticipated at the onset of the project will be described here, including a brief assessment of their limitations, if any.

1.05 Schedule, Milestones and Responsibilities. This section will describe all major tasks (listed below) that will be performed to complete the model implementation and outreach activities.

1.06 List of Project Deliverables. It is always important to agree up front on the exact nature of all project deliverables. The deliverables will be formulated in such a way as to allow the project team to review the work as it progresses.

Task 2 – Base Year Model

This task consists of developing the Base Year Model inputs, defining the model specification; and implementing the model, i.e., writing all scripts. In addition, this task includes preparing model calibration target values for all sub-models, and calibrating individual sub-models.

2.01 Base Year Inputs. We will develop all model inputs, including the zone structure, the zonal demographic and employment data, zonal parking data, and highway network. As indicated in the RFQ, we assume that the zonal data is available from SCAG, and that updating these data is not the responsibility of the Consultant. Development of the highway network will start with the SCAG network. We will edit it to add centroids and centroid connectors, and roadways not currently included in the SCAG network, but important for a countywide model. Feedback from Riverside County jurisdictions will be sought as the model inputs are drafted.

2.03 Model Scripting and Implementation. The model will be programmed in GISDK scripts, including a Graphic User Interface like the one that controls the execution of the SCAG TDM. The software design will be modular and extensible, to facilitate the incorporation at a later date of elements such as the transit network, and skimming procedures, the transit mode choice nest, and/or the truck trip model.

2.05 Model Calibration and Calibration Targets. Each sub-model will be individually calibrated, as a first step towards the systemwide calibration and validation. The calibration process requires two important inputs: congested travel times that reflect Base Year level of service (LOS) at different times of the day, and calibration targets. The congested LOS could be obtained from the current version of RIVTAM or from the SCAG model. We will consult with the project team on the most appropriate source. The calibration targets are typically derived from the most recent household travel survey; in this case, the 2012 California Household Travel Survey. We will discuss with the project team options for correcting known limitations of these survey data, particularly the low trip production rates and relatively short average travel distances. Other relevant data sources

will be employed, such as the American Community Survey, and the 2009 National Household Travel Survey. Our team has a wealth of experience calibrating trip-based models for large- and medium-sized metropolitan planning organizations, as well as for countywide models.

Task 3 – Model Validation

This task will be entirely focused on the highway validation, and will include both static and dynamic validation.

3.01 Traffic Count Assessment and Geomatching. We anticipate that the project team will provide the traffic counts that will be used in the model validation, including average weekday daily and peak hour counts. The count data will be referenced to the highway network link IDs, to facilitate their comparison with the model predictions. The project team will review the counts to ensure that they are internally consistent. Inconsistent or erroneous counts can have negative impacts on the model validation, and therefore, it is important to review them carefully.

3.02 Static Validation. As indicated above, the static validation process will adhere to the guidelines in FHWA's Travel Model Validation and Reasonableness Checking Manual, Caltrans validation criteria published in the 2010 California Regional Transportation Guidelines (California Transportation Commission, April 2010), and in the Model Validation and Reasonableness Check Manual (Federal Highway Administration, February 2010). All modifications to the initial model specification will be documented to facilitate the project team's review of the validation effort.

3.03 Dynamic Validation. Various dynamic validation tests will be performed. The number and type of dynamic validation tests will be defined in the work plan.

Task 4 – Future Year Scenario

We will develop model inputs for a Future Year scenario, nominally 2040 unless otherwise indicated by the project team.

4.01 Future Year Inputs. The initial roadway network will be based on the 2016 RTP/SCS, TIP amendments adopted since the RTP was approved, and other funded projects as indicated by the project team. We will clearly identify all projects added to the initial 2040 network. In addition, we will document the source for each added project. We will also adopt the 2040 SCAG land use as the basis for the RIVTAM zonal data, unless otherwise directed by the project team.

4.03 Future Year Forecast. We will perform and document a Future Year forecast. The metrics to report and level of detail will be specified in the detailed Work Plan.

Task 5 – Post-processors

5.01 Active Transportation. Fehr & Peers has developed an AT Tool, which has the capability to quantify additional non-motorized trips associated with changes in land use and/or with the addition of active transportation facilities, specifically bicycle lanes and sidewalks. This tool greatly increases the sensitivity of the model to AT investments and allows for a more dynamic assessment of the costs/benefits that could be achieved by applying AT strategies in different places within a community or region.

This AT tool has been successfully implemented with the SCAG and OCTA models. Fehr & Peers will customize the tool to fit the RIVTAM framework to increase the model's sensitivity to different types of AT investment strategies within Riverside County. This tool can be implemented as a standalone spreadsheet or integrated into the travel demand model.

5.02 EMFAC. The Air Resources Board (ARB) developed an EMFAC model to calculate statewide or regional emissions inventories. EMFAC2014 is the latest emissions inventory model that calculates emissions inventories for motor vehicles operating on roads in California. Fehr & Peers has developed an EMFAC tool that can directly use travel demand models' outputs to estimate vehicular emissions with EMFAC 2014. This modeling tool performs the following functionalities:

- Converts model outputs to the inputs required by EMFAC2014 and updates the EMFAC template
- Runs EMFAC2014 directly from models' TransCAD User Interface
- Reports the EMFAC2014 outputs and provides statistical and graphical results

Fehr & Peers has successfully implemented this tool within OCTAM and has seamlessly integrated it into the OCTAM user interface. Thus, the model generates air quality metrics required for conformity purposes. Fehr & Peers will create a similar tool



with much less time for RIVTAM that incorporates EMFAC into its TransCAD user interface, to streamline the process of various air quality analyses.

5.03 SB 743 VMT Tool. To fully comply with SB 743, lead agencies will need accurate and defensible VMT forecasting and analysis tools, but they will also need to make a series of decisions about how to conduct VMT impact analysis. Lead agencies will need to address questions related to VMT analysis methodologies, thresholds, and feasible mitigation measures, as part of the decision-making process.

Fehr & Peers will develop a customized VMT forecasting tool for land use projects in Riverside County that is sensitive to the local land use and travel behavior context. The tool will provide a map-based screening option, produce project-generated VMT forecasts, and include a travel demand model (TDM) mitigation option. We've already produced various tools, including web-app tools, and spreadsheet tools, for this purpose and will present multiple concepts for a tool that best fits the needs of Riverside County and its member agencies.

Task 6 – Documentation

Documentation is oftentimes underfunded or simply overlooked. And in many instances, the documentation is not detailed enough to be truly useful. Yet, as the survey of RIVTAM users show, lack of good documentation is a substantial impediment and contributes to lack of trust in the model results. For this reason, we have allocated an appropriate share of the project budget to this task. We propose to deliver two foundational documents – the Model Specification Report and a Model User's Guide.

6.01 Model Specification Report. This report describes in detail all aspects of the model specification, from the data used to estimate the model, the model structure and parameters, calibration results, and result of the model validation efforts. This report will explain the concept of consistency with the SCAG TDM, and demonstrate how it is achieved in the base and future years.

6.02 User's Guide. This report provides all the information required to install the model, prepare its inputs, run the model, and consume its outputs.

Task 7 – Training

Three levels of training will be offered, as required in the RFQ:

7.01 Training to the MOU Signatories – focus will be on how the updated version of RIVTAM addresses the required and optional specifications; what the model does/does not understand; examples of use cases; validation statistics and general results.

7.02 Training for model users who are not travel demand modelers (model output consumers) - focusing on guidance for when and how RIVTAM can be applied and how to transform data into information.

7.03 Training for travel demand modelers (model users) - describing the model specification, how to run RIVTAM and key data required for preparing its inputs.

EXHIBIT “B”

2 BUDGET

The table below and on subsequent pages details our proposed budget. We have provided cost per task (by firm and in total), as well as a breakdown of hours to be spent on each sub-task by team member. **The rates used in the proposal assume that 40% of the work will be done in 2018 and 60% of the work will be done in 2019.**

As stated in our Statement of Qualifications, and reinforced in our proposed Work Plan, our budget reflects our understanding of the RIVTAM user's requirements and needs. We plan to spend close to 20% of the budget on documentation and approximately 15% of the budget on jurisdictional outreach. The remaining budget is split between the Base Year and Future Year model development and management of the overall project.

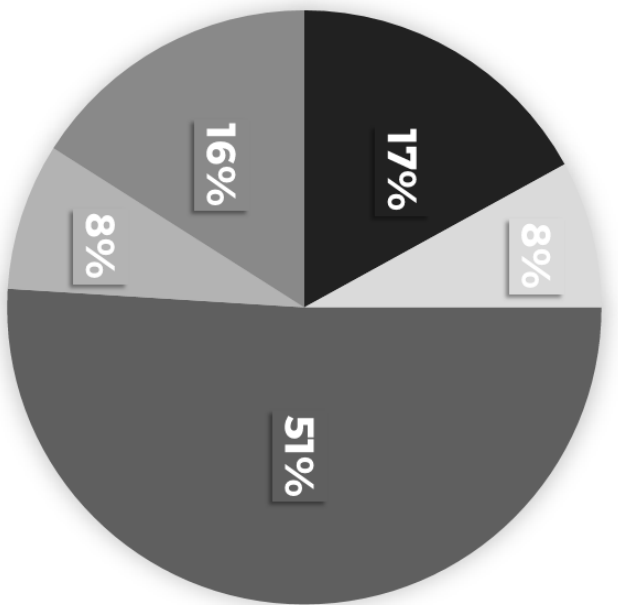
Our focus on the development of a robust Base Year model is evident in the fact that more than 50% of the budget will go toward putting together a comprehensive set of Base Year inputs; implementing a model in TransCAD that will be **user-friendly and modifiable**; integrating post-processing tools for policy analysis; and validating the model regionally and sub-regionally, making it usable for Riverside County travel forecasting.

The pie chart to the right shows a summary of the budget by the broad categories of work that will be performed, whereas the detailed budget starting below provides the breakdown by each task in our Work Plan.

Please note: To see when the task will be completed, [click on](#) the task name and you will be taken to the schedule.

[Click here](#) to go back to the Work Plan.

		Darren Henderson	Cynthia Cavazos	Christi Byrd	Rosella Picado	Dawn McKinstry	Don Hubbard	Billy Park	Kyle Ward	Sujan Sikder	Jielin Sun	Jason Pack	Ron Millam	Mike Wallace	Jinhua Xu	Modeling Support	WSP	F&P	Team
Task Number	Task Name	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Dollars	Dollars	
0	Project Management and Administration	20	20	60	10	10	4		20	10	10	60	4	4	20		\$31,859	\$20,951	\$52,810
0.01	Monthly Invoice Prep		20																
0.02	Monthly Progress Report			20								20							
0.03	Principal-in-Charge Check-in	20																	
0.04	Bi-weekly Project Update Teleconferences			40	10	10	4		20	10	10	40	4	4	20				
1	Detailed Work Plan			80	40							40	8	8	80		\$25,145	\$28,885	\$54,029
1.01	Model Specifications				40														
1.02	Model Inputs												4	4	40				
1.03	Available Data Sources												4	4	40				
1.04	<i>Jurisdictional Review of Specs, Inputs, Data Sources</i>														40				
1.05	Schedule, Milestones and Responsibilities			40															
1.06	List of Deliverables			40															



- Base Year Development (+ Post Processors) and Validation
- Future Year Development
- Jurisdictional Outreach
- Documentation and Training
- Management and Direct Expenses

Blue names = WSP
Black names = Fehr & Peers

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															WSP		F&P		Team	
Task Number	Task Name	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Dollars	Dollars						
2	Base Year Model Development__			252	104							660	110		\$170,496	\$58,003	\$228,500			
2.01	Development and/or Gathering of Model Inputs			20	20										64	120				
2.02	Jurisdictional Review of Inputs			8									20		40					
2.03	Model Implementation			72	24							600								
2.04	Jurisdictional Review of Model Implementation			72								60	60							
2.05	Plan for Model Calibration and Validation			40	40								30							
2.06	Jurisdictional Review of Calib./Validation Plan			40	20															
3	Base Year Model Validation			80	16	92	60	80	80	60	240	40		40			\$122,973	\$17,148	\$140,121	
3.01	Review of Observed Counts			8		20				20	80	20		20						
3.02	Static Validation			32	16	32	20			20	160	20			20					
3.03	Dynamic Validation			8			40	80		40										
3.04	Jurisdictional Review of Validation			32		40														
4	Future Year Scenario			96						40	10	10	24		132	160	\$28,422	\$45,320	\$73,742	
4.01	Development and/or Gathering of Model Inputs			40							10	10			60	120				
4.02	Jurisdictional Review of Future Inputs			8									12		16					
4.03	Future Year Forecast			40						40					40	40				
4.04	Jurisdictional Review of Future Forecast			8									12		16					
5	Post-processors			24						120			24	24	12	240	260	\$22,469	\$85,384	\$107,853
5.01	Active Transportation Tool Development			8						40			8	8	4	80	100			
5.02	EMFAC Tool Development			8						40			8		40	80				
5.03	VMT Tool			8						40			8	16	8	120	80			

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		Darren Henderson	Cynthia Cavazos	Christi Byrd	Rosella Picado	Dawn McKinstry	Don Hubbard	Billy Park	Kyle Ward	Sujan Sikder	JieLin Sun	Jason Pack	Ron Milam	Mike Wallace	Jinhua Xu	Modeling Support	WSP	F&P	Team	
Task Number	Task Name	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours				
6	Documentation			36	4	24	4	8	8	8	88	14			48		\$30,130	\$12,030	\$42,160	
6.01	Model Report			16	4	4	4	8	8	8	8	4			8					
6.02	Model User's Guide			20		20					80	10			40					
7	Training			56							64	56			64		\$19,808	\$25,425	\$45,233	
7.01	MOU Signatories Model Training			24								16								
7.02	Model Output Consumers			16								24								
7.03	Model Users			16							64	16			64					
8	Direct Expenses																\$4,100	\$1,000	\$5,100	
SUB TOTAL																		\$455,402	\$294,146	
GRAND TOTAL																			\$749,548	

[Click here](#) to go back to the Work Plan.

EXHIBIT “C”

4 SCHEDULE

The schedule we propose below assumes a Notice-to-Proceed around May 1, 2018, which means that in the table below, Month 1 = May 2018 and Month 20 = December 2019.

As illustrated, we propose to have a **working Base Year Model by the end of 2018**, which will include the full set of Base Year Model inputs (networks, socio-economic data, land-use data), developed and integrated post processors, and a functional (but uncalibrated/unvalidated) TransCAD model with a user-friendly interface.

The second year of the project will focus on Base Year calibration and validation, development of the Future Year Model and training.

The schedule we are proposing recognizes that time spent on model development is much easier to predict and control; whereas model calibration and validation can sometimes go smoothly, but it often does not. We've left plenty of time in the schedule to account for this unpredictability while still having a Base Year Model and Future Year Model in place, with documentation and trained model users by the end of next year.

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Task Number	Task Name	2018							
		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8
0	Project Management and Administration	Will Happen Throughout Project							
1	Detailed Work Plan	First Draft	Work Plan Continually Updated - it is a Living Document						
2	Base Year Model Development		Inputs Gathering and RIVTAM Implementation						
3	Base Year Model Validation								
4	Future Year Scenario		Inputs Gathering						
5	Post-processors					Develop and Integrate			
6	Documentation								
7	Training								
		Working Model							

Working Model

		2019											
Task Number	Task Name	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15	Month 16	Month 17	Month 18	Month 19	Month 20
0	Project Management and Administration	Will Happen Throughout Project											
1	Detailed Work Plan	Work Plan Will Evolve into Documentation											
2	Base Year Model Development												
3	Base Year Model Validation	Static Validation			Dynamic Validation								
4	Future Year Scenario				Inputs Gathering and Dynamic Validation								
5	Post-processors						Dynamic Validation						
6	Documentation	Documentation								User's Guide			
7	Training											Three Levels	

[Click here](#) to go back to the Budget.



Western Riverside Council of Governments

Administration & Finance Committee

Staff Report

Subject: Western Community Energy Activities Update

Contact: Barbara Spoonhour, Director of CCA Development, bspoonhour@wrcog.us, (951) 405-6760

Date: June 13, 2018

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

Requested Action:

1. Receive and file.

Community Choice Aggregation (CCA) allows cities and counties to aggregate their buying power to secure electrical energy supply contracts on a region-wide basis. In California, CCA legislation (Assembly Bill 117, Chaptered in 2002) allows for local jurisdictions to form a CCA, and several jurisdictions throughout California are pursuing the formation of CCAs as a way to provide local control in rate-making, and lower energy costs for businesses and residents.

A CCA allows a local government – either alone or as a group of jurisdictions in a Joint Powers Authority (JPA) – to purchase power on behalf of its community, while utilizing the delivery system of the investor owned utility, Southern California Edison (SCE) in this region's case. A CCA provides a choice for the community, which it does not currently have (unless their community is served by a separate public utility). Instead, the majority of residents and businesses in Western Riverside County only have one option, to get power from SCE under the rates SCE offers. Under a CCA, residents and businesses have the ability to choose from new rates and power sources (which are often more renewable) offered by the CCA, or they can choose to stay with SCE. Local jurisdictions, by participating in a CCA, allow for their businesses and residents to voluntarily make these choices.

Importantly, a CCA also provides local control over rate setting and programs by locally elected city councilmembers and Board of Supervisors members. Rates and programs would be designed and implemented at the local level, at local public meetings, where members of the public who are living within the CCA boundaries can readily participate. In contrast, SCE currently sets its rates through the California Public Utilities Commission (CPUC) in San Francisco.

CCAs are not a new or novel concept, and there is ample history to lean on. There are currently 13 operational CCAs in California; all of them have met their objectives to either reduce costs to consumers and/or achieve environmental gains. According to the California Community Choice Association, CCAs currently serve nearly 2 million customers in California. With more than 80 cities either engaged in or currently considering community choice energy, it is estimated that over 50% of California residents will be served by a CCA by the year 2020. In 2016, CCAs operating in California, through greener purchasing policies, helped avoid 949,388 metric tons of greenhouse gasses from being emitted. And in 2017, CCA participants in California saved more than \$10,000,000 in bill savings.

It is anticipated that 10 new CCAs will commence operations in the State during 2018. Jurisdictions representing the vast majority of the population in SCE's service territory are examining CCA formation. In Los Angeles and Ventura Counties, more than 30 jurisdictions have recently joined "Clean Power Alliance," the multi-jurisdictional CCA underway in that region.

Western Community Energy Update

Staff have been providing presentations to local jurisdictions during city council meetings, workshops, and other avenues to discuss the CCA concept and the steps taken to explore and move forward with the formation of a CCA in Western Riverside County, and will continue to do so as requested.

Timing is critical: Staff recently held a CCA luncheon for jurisdictions that have shown interest in moving forward with a CCA in the subregion. At that luncheon, staff announced the need to establish a cutoff date for jurisdictions that want the option to operate a CCA in 2020 – the jurisdiction would need to join WCE by August 15, 2018.

The August 15, 2018, deadline is based on the requirement that an Implementation Plan must be submitted to the CPUC in December 2018 to ensure a 2020 launch. Submittal of an Implementation Plan to the CPUC after January 1, 2019, would prohibit a CCA from operating until 2021. In order to submit the Implementation Plan, jurisdictions must join the JPA so that its consultants can develop a cost / environmental savings report to the WCE Governing Board in September 2018. The savings report will indicate whether or not it is favorable for WCE to move forward. If favorable, WCE would prepare its Implementation Plan for a 30-day public review prior to submitting to the CPUC. If it is not favorable, work would stop.

The following outlines the process:



Joining WCE by the August 15, 2018, deadline does not lock the City into implementation. It simply provides for a potential launch in 2020 should the WCE Governing Board make a determination to do so.

By joining WCE, the city is allowing the Agency to move forward in further examining the true savings amounts based on accurate data and not based on current assumptions, and to launch sooner (2020) rather than later (2021), should elected officials desire to do so. After August 15, 2018, the CCA will not be able to become operational until 2021.

Prior Action:

June 4, 2018: The Executive Committee received and filed.

Fiscal Impact:

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

Attachment:

None.

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Western Riverside Council of Governments

Administration & Finance Committee

Staff Report

Subject: 27th Annual General Assembly & Leadership Address Update

Contact: Cynthia Mejia, Staff Analyst, cmejia@wrcog.us, (951) 405-6752

Date: June 13, 2018

The purpose of this item is to provide a planning update for the 27th Annual General Assembly & Leadership Address.

Requested Action:

1. Receive and file.

WRCOG's 27th Annual General Assembly & Leadership Address is scheduled for Thursday, June 21, 2018, at the Morongo Casino, Resort & Spa. Staff will provide a verbal update on event preparations at the June 13, 2018, Administration & Finance Committee meeting.

Prior Action:

May 7, 2018: The Executive Committee approved the following individuals to be recognized at WRCOG's 27th Annual General Assembly & Leadership Address: Josiah Bruny, Marion Ashley, and John Tavaglione.

Fiscal Impact:

Expenditures for the annual General Assembly & Leadership Address will be offset by sponsorship revenues secured prior to the event, as demonstrated in the Agency's Fiscal Year 2017/2018 Budget.

Attachment:

None.

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