



Western Riverside Council of Governments Administration & Finance Committee

AGENDA

**Wednesday, July 8, 2020
12:00 p.m.**

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

**WRCOG's OFFICE IS CURRENTLY CLOSED TO THE PUBLIC DUE TO COVID-19
AND STAFF ARE WORKING REMOTELY**

**Members of the public are encouraged to participate in this meeting via Zoom
(see meeting information below)**

**Join Zoom Meeting
[Click Here](#)**

**Meeting ID: 839 3522 9140
Password: 059141**

**One tap mobile
+16699009128,,83935229140#,,,0#,,059141# U.S. (San Jose)
+12532158782,,83935229140#,,,0#,,059141# U.S. (Tacoma)**

**Dial by your location
+1 669 900 9128 U.S. (San Jose)
+1 253 215 8782 U.S. (Tacoma)**

SPECIAL NOTICE – COVID-19 RELATED PROCEDURES IN EFFECT

Due to the state and local State of Emergency resulting from the threat of Novel Coronavirus (COVID-19), Governor Newsom has issued Executive Order N-29-20 (issued March 17, 2020) in which Section 3 supersedes Paragraph 11 of Executive Order N-25-20 (issued on March 12, 2020). This new order states that WRCOG does not need to make a physical location available for members of the public to observe a public meeting and offer public comment. The Order allows WRCOG to hold Committee meetings via teleconferencing and allows for members of the public to observe and address the meeting telephonically or electronically.

To follow the Order issued by the Governor, the Administration & Finance Committee meeting scheduled for Wednesday, July 8, 2020 at 12:00 p.m. will be held via teleconference and any members of the public can attend electronically. Members of the public may send public comments by emailing snelson@wrcog.us, or calling (951) 405-6703 before or during the meeting, prior to the close of public comment.

Any member of the public requiring a reasonable accommodation to participate in this meeting in light of this announcement shall contact Suzy Nelson prior to 12:00 p.m. on July 6, 2020, at (951) 405-6703 or at snelson@wrcog.us.

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

1. CALL TO ORDER (Kevin Bash, Chair)

2. ROLL CALL

3. 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.

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. Summary Minutes from the May 13, 2020, Administration & Finance Committee Meeting are Available for Consideration. P. 1

Requested Action: 1. *Approve the Summary Minutes from the May 13, 2020, Administration & Finance Committee meeting.*

B. Finance Department Activities Update P. 5

Requested Action: 1. *Receive and file.*

C. Approval of a Professional Services Agreement for the Analyses of the Smart Climate-Resilient Transportation Planning and Investments Project P. 11

Requested Action: 1. *Recommend that the Executive Committee approve the Professional Services Agreement between Western Riverside Council of Governments and WSP USA, Inc., to provide technical services conducting risk assessments on vulnerable transportation assets in the Inland Empire region in an amount not to exceed \$379,175.47.*

D. Single Signature Authority Report P. 41

Requested Action: 1. *Receive and file.*

5. REPORTS / DISCUSSION

A. Fiscal Year 2019/2020 Year in Review, and a Look Forward

P. 43

Requested Action: 1. *Receive and file.*

6. REPORT FROM THE EXECUTIVE DIRECTOR

Rick Bishop

7. ITEMS FOR FUTURE AGENDAS

Members

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

8. GENERAL ANNOUNCEMENTS

Members

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

**9. NEXT MEETING: The Administration & Finance Committee is DARK in the month of August.
The next Administration & Finance Committee meeting is scheduled for
Wednesday, September 9, 2020, at 12:00 p.m., via Zoom platform.**

10. ADJOURNMENT

Page Intentionally Left Blank

1. CALL TO ORDER

The meeting of the Administration & Finance Committee was called to order at 12:02 p.m. by Chair Bonnie Wright on the Zoom virtual platform.

2. ROLL CALL

Members present:

Mike Lara, City of Beaumont
Bonnie Wright, City of Hemet (Chair)
Brian Tisdale, City of Lake Elsinore
Kelly Seyarto, City of Murrieta
Kevin Bash, City of Norco
Rita Rogers, City of Perris
Rusty Bailey, City of Riverside
Ben Benoit, City of Wildomar
Karen Spiegel, County of Riverside, District 2 (12:10 p.m. arrival)
Chuck Washington, County of Riverside District 3
Brenda Dennstedt, Western Municipal Water District (WMWD)

Staff present:

Steve DeBaun, Legal Counsel, Best Best & Krieger
Rick Bishop, Executive Director
Barbara Spoonhour, Deputy Executive Director - Operations
Andrew Ruiz, Chief Financial Officer
Casey Dailey, Director of Energy & Environmental Programs
Janis Leonard, Administrative Services Manager
Lupe Lotman, Staff Analyst
Don Ries, Program Manager
Suzy Nelson, Administrative Assistant

Guests present:

Mark Roberts, Caltrans
Ricky Rivers, Caltrans
Stephanie Gallegos, Caltrans
Bill Blankenship, WB Consulting
Andrea Howard, PlaceWorks
Aaron Pfannenstiel, PlaceWorks

3. PUBLIC COMMENTS

There were no public comments.

4. CONSENT CALENDAR – (Wildomar / Lake Elsinore) 10 yes; 0 no; 0 abstention. Items 4.A through 4.D were approved. The County of Riverside District 2 was absent.

A. Summary Minutes from the February 12, 2020, Administration & Finance Committee Meeting are Available for Consideration.

Action: 1. *Approved the Summary Minutes from the February 12, 2020, Administration & Finance Committee meeting.*

B. Finance Department Activities Update

Action: 1. *Received and filed.*

C. First Amendment to the Professional Services Agreement with Frontier Energy for Regional Energy Network Development

Action: 1. *Approved the First Amendment to the Professional Services Agreement between WRCOG and Frontier Energy, Inc., for continued support to WRCOG in its Regional Energy Network development and general staff support activities to increase the total not to exceed amount from \$74,890 to \$126,347, and to extend the term of the Agreement through April 1, 2021.*

D. Second Amendment to the Professional Services Agreement for On-Call Planning Services

Action: 1. *Approved the Second Amendment to the Professional Services Agreement between WRCOG and WSP USA, Inc., for support to WRCOG in its Transportation Planning, Grant Writing Assistance, Economic and Demographic Forecasting, and general WRCOG staff support activities to extend the term of the Agreement through June 30, 2021.*

5. REPORTS / DISCUSSION

A. Draft Fiscal Year 2020/2021 Agency Budget

Andrew Ruiz reported that it is too early to determine the impacts of COVID-19; therefore, staff have taken a conservative approach in preparing the budget.

The Administration Department generates its revenue from member dues, interest revenue, and overhead. Total Revenues and Transfers match Expenditures at \$2.9M.

The Transportation & Planning Department Revenues and Transfers match Expenditures and Transfers at \$34.2M.

The Energy Department Revenues and Transfers match Expenditures and Transfers at \$2.5M.

The Environmental Department Revenues and Transfers match Expenditures and Transfers at \$814k.

The Western Riverside Energy Partnership is evolving into a Regional Energy Network.

Western Community Energy (WCE) has launched and will be self-sustaining by the end of the fiscal year. Start-up costs loaned to WCE are anticipated to be recovered in Fiscal Year 2021/2022.

The office relocation to the second floor will save the Agency approximately \$1M.

WRCOG's CalPERS Unfunded Accrued Liability will be reduced by lowering its term to 15 years and establishing a Section 115 Trust investment account to make additional annual payments.

Overall, the Agency Revenues and Transfers in are projected to be \$40,539,536, and Expenditures and Transfers out are projected to be \$40,468,538.

Salary increases for the next fiscal year are frozen at this time due to the unknown impacts of COVID-19.

Committee member Mike Lara asked about revenues from Western Community Energy (WCE), and what happens if that reimbursement is extended?

Mr. Ruiz responded that staff have not factored WCE loan repayments into WRCOG's operating budget. The repayment will likely be placed into Agency reserves.

Committee member Brenda Dennstedt asked how long the new WRCOG lease is for and asked for clarification on the budget to actuals for the lease.

Mr. Ruiz responded that the original lease was for 10 years, and the move adds one more year to it. The Lease line item has been reduced based upon sublease revenues.

Committee member Dennstedt asked how much grant writing assistance is being provided to member jurisdictions, and who is doing it.

Mr. Ruiz responded that one staff member coordinates with a bench of grant writers to assist WRCOG's member jurisdictions.

Committee member Dennstedt asked why Budget to Actuals are increasing for parking fees.

Mr. Ruiz responded that the Agency will now be covering total parking costs for staff.

Chair Wright asked if staff anticipates any stimulus funding opportunities, and where the Fellowship Program now stands as far as funding.

Mr. Ruiz responded that staff is unaware of stimulus funding opportunities. In order to continue extending the Fellowship Program, WRCOG now requires a local jurisdiction match.

Action: 1. *Recommended that the Executive Committee approve the draft Agency Budget for Fiscal Year 2020/2021 substantially as to form.*

(Murrieta / Wildomar) 11 yes; 0 no; 0 abstention. Item 5.A was approved.

B. Nominations for WCOG Executive Committee Chair, Vice-Chair, and 2nd Vice-Chair Positions for Fiscal Year 2020/2021

Rick Bishop reported that this Committee serves as the nominating committee for leadership positions.

Action: 1. *Provided the following recommendations for leadership positions of Chair, Vice-Chair, and 2nd Vice-Chair for Fiscal Year 2020/2021:*

Chair: Kevin Bash, City of Norco

Vice-Chair: Karen Spiegel, County of Riverside District 2

2nd Vice-Chair: Crystal Ruiz, City of San Jacinto

(Murrieta / Wildomar) 11 yes; 0 no; 0 abstention. Item 5.B was approved.

6. REPORT FROM THE EXECUTIVE DIRECTOR

Rick Bishop reported that WRCOG staff are all working from home. A task force of staff members has been convened to begin discussions on protections and policies for returning to work at the office.

7. ITEMS FOR FUTURE AGENDAS

There were no items for future agendas.

8. GENERAL ANNOUNCEMENTS

There were no general announcements.

9. NEXT MEETING: The next meeting is scheduled for Wednesday, June 10, 2020, at 12:00 p.m., via the Zoom platform.

11. ADJOURNMENT: The meeting of the Administration & Finance Committee adjourned at 12:45 p.m.



Western Riverside Council of Governments Administration & Finance Committee

Staff Report

Subject: Finance Department Activities Update

Contact: Andrew Ruiz, Chief Financial Officer, aruiz@wrcoq.us, (951) 405-6740

Date: July 8, 2020

The purpose of this item is to provide an update on the Agency financials through May 2020.

Requested Action:

1. Receive and file.
-

Fiscal Year 2019/2020 Agency Audit

WRCOG's annual Agency audit started the week of June 15, 2020. WRCOG utilizes the services of the audit firm Rogers, Anderson, Malody, and Scott, LLC, (RAMS) to conduct its financial audit. The first visit is known as the "interim" audit; in July or August, RAMS will return to finish its second round, which is known as "fieldwork."

Financial Report Summary Through May 2020

The Agency Financial Report summary through May 2020, a monthly overview of WRCOG's financial statements in the form of combined Agency revenues and costs, is provided as Attachment 1.

Prior Action:

June 1, 2020: The Executive Committee received and filed.

Fiscal Impact:

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

Attachment:

1. Financial Report summary through May 2020.

Page Intentionally Left Blank

Item 4.B

Finance Department Activities Update

Attachment 1

Financial Report summary through May 2020

Page Intentionally Left Blank



Western Riverside Council of Governments
Monthly Budget to Actuals
For the Month Ending May 31, 2020

Description	Thru Actual 5/31/2020	Approved Budget 6/30/2020	Remaining Budget 6/30/2020
Member Dues	311,410	311,410	-
PACE Residential Revenue	408,236	892,500	484,264
Statewide HERO Revenue	401,753	570,000	168,247
Gas Co. Prtnrshp Revenue	50,941	108,400	57,459
SCE WRELP Revenue	48,361	54,219	5,858
PACE Commercial Sponsor Revenue	259,425	299,425	40,000
Commercial Recording Revenue	62,478	117,500	55,022
PACE Recording Revenue	79,017	111,800	32,783
CA HERO Recording fee Revenue	240,672	421,200	180,528
Regional Streetlights Revenue	457,343	187,511	(269,832)
Other Reimbursements	-	75,000	75,000
Solid Waste	112,970	107,313	(5,657)
Used Oil Grants	377,654	377,654	-
Air Quality	272,770	210,500	(62,270)
Adaptation Grant Revenue	85,394	125,000	39,606
EXPERIENCE Revenue	34,153	-	(34,153)
CAP Grant Revenue	430,530	125,000	(305,530)
LTF Revenue	800,250	800,250	-
RIVTAM	137,500	140,000	2,500
Other Misc Revenue	75,000	-	(75,000)
HERO Other Misc. Revenue	19,246	-	(19,246)
General Assembly Revenue	3,000	300,000	297,000
Commerical/Service - Admin	63,008	47,284	(15,724)
Commercial/Svcs	1,575,199	1,134,806	(440,392)
Retail - Admin	160,913	109,687	(51,226)
Retail	3,861,911	2,632,497	(1,229,414)
Industrial - Admin	262,434	502,285	239,851
Industrial	6,298,424	12,054,852	5,756,428
Residential/Multi/Single - Admin	785,103	1,121,669	336,566
Residential/Multi/Single	18,842,479	26,920,065	8,077,587
Multi-Family - Admin	268,403	199,074	(69,329)
Multi Family	6,441,677	4,777,779	(1,663,898)
Interest Revenue - Other	115,323	25,000	(90,323)
Fund Balance Carryover	870,000	870,000	-
Total Revenues	\$ 44,212,976	\$ 55,749,682	\$ 11,536,706

Expenses	Thru Actual 5/31/2020	Approved Budget 6/30/2020	Remaining Budget 6/30/2020
Salaries	1,849,660	1,956,067	106,407
Fringe Benefits	860,656	927,089	66,433
Overhead Allocation	1,772,964	1,893,320	120,356
General Legal Services	195,433	399,430	203,997
Audit Services	23,300	30,500	7,200
Bank Fees	(540)	40,150	40,690
Commissioners Per Diem	32,600	62,550	29,950
Parking Cost	-	10,000	10,000
Office Lease	309,877	465,000	155,123
WRCOG Auto Fuels Expenses	858	1,500	642
WRCOG Auto Maintenance Expense	-	500	500

Parking Validations	14,729	16,446	1,717
Staff Recognition	184	800	616
Coffee and Supplies	2,569	2,500	(69)
Event Support	136,679	183,798	47,119
Program/Office Supplies	16,041	22,263	6,222
Computer Supplies	6,325	5,381	(944)
Computer Software	57,525	26,500	(31,025)
Rent/Lease Equipment	15,968	30,000	14,032
Membership Dues	5,818	32,715	26,897
Subscriptions/Publications	2,439	3,225	786
Meeting Support Services	185	10,644	10,459
Postage	2,959	5,664	2,705
Other Expenses	807	1,250	443
COG HERO Share Expenses	2,323	10,000	7,677
Storage	4,528	10,000	5,472
Printing Services	7,869	7,500	(369)
Computer/Hardware	6,086	9,500	3,414
Misc. Office Equipment	-	1,000	1,000
Communications - Regular Phone	20,872	16,000	(4,872)
Communications - Cellular Phones	8,093	17,500	9,407
Communications - Computer Services	29,029	57,500	28,471
Communications - Web Site	5,650	8,000	2,350
Equipment Maintenance - General	4,822	10,000	5,178
Equipment Maintenance-Computer	13,212	21,250	8,038
Insurance - Gen/Busi Liab/Auto	91,240	104,000	12,760
WRCOG Auto Insurance	-	2,000	2,000
Recording Fee	120,847	260,741	139,894
Seminars/Conferences	2,906	11,905	8,999
General Assembly Expenses	107,207	300,000	192,793
Travel - Mileage Reimbursement	8,782	20,078	11,296
Travel - Ground Transportation	1,880	5,168	3,288
Travel - Airfare	5,556	12,250	6,694
Lodging	5,265	8,123	2,858
Meals	6,511	8,370	1,859
Other Incidentals	1,409	6,537	5,128
Training	4,895	9,250	4,355
OPEB Repayment	110,526	110,526	-
Supplies/Materials	32,439	21,800	(10,639)
Advertising Media - Newspaper Ad	1,020	10,000	8,980
Advertisement Radio & TV Ads	25,250	72,000	46,750
Staff Education Reimbursement	-	7,500	7,500
Consulting Labor	1,591,419	2,305,445	714,026
Computer Equipment/Software	-	3,000	3,000
Office Equipment Purchased	164,878	200,000	35,122
TUMF Project Reimb	22,466,087	45,000,000	22,533,913
	\$30,157,638	54,994,235	\$24,836,597



Western Riverside Council of Governments

Administration & Finance Committee

Staff Report

Subject: Approval of a Professional Services Agreement for the Analyses of the Smart Climate-Resilient Transportation Planning and Investments Project

Contact: Elisa Laurel, Program Manager, elaurel@wrcog.us, (951) 405-6705

Date: July 8, 2020

The purpose of this item is to present a Professional Services Agreement with WSP USA, Inc., which will be working on the Caltrans grant-funded Analyses for Smart Climate-Resilient Transportation Planning and Investments Project, and to request recommendation to the Executive Committee for approval thereof.

Requested Action:

1. Recommend that the Executive Committee approve the Professional Services Agreement between Western Riverside Council of Governments and WSP USA, Inc., to provide technical services conducting risk assessments on vulnerable transportation assets in the Inland Empire region in an amount not to exceed \$379,175.47.

Analyses for Smart Climate-Resilient Transportation Planning and Investments Project

In December 2018, WRCOG, in coordination with the San Bernardino County Transportation Commission (SBCTA), submitted an application to the Caltrans Adaptation Planning Grant Program, seeking funding for an Analyses for Smart Climate-Resilient Transportation Planning and Investments Project, to support regional efforts to conduct risk assessments on vulnerable transportation assets in the Inland Empire region. Caltrans awarded WRCOG and SBCTA a total of \$409,894 to develop these analyses. The Project will expand on the Regional Climate Adaptation Toolkit that was completed in February 2020 and funded through another grant from the Caltrans Adaptation Planning Grant Program.

The goal of the Toolkit was to assist local jurisdictions in developing climate adaptation and resiliency plans for transportation infrastructure and overall community resilience at the local level through the development the following:

- 1) Regional Climate Collaborative;
- 2) SBCTA Transportation and Community Vulnerability Assessment;
- 3) City-Level Climate-Related Transportation Hazards and Evacuation Maps;
- 4) Climate Resilient Transportation Infrastructure Guidebook; and
- 5) Regional Climate Adaptation & Resiliency Template.

This Project will expand and advance the pilot Toolkit by conducting risk assessments on a sample of vulnerable transportation assets that provide full asset value, including the needs of disadvantaged and/or vulnerable communities and transit dependent populations. The Project will continue engagement and collaboration of partnerships across state, regional, and local governments, and stakeholders. Critical partners will include transportation users who rely on an operating regional transportation network to gain access to businesses, hospitals, and shelters. The Analyses will research and develop adaptation strategies, with their associated costs, by projecting the cost of damages and repairs to various asset classes as well as the impact

of the assets' failure on the community. Furthermore, the project will incorporate co-benefits to public health, natural ecosystems, social equity, the economy, and greenhouse gas reduction. Ultimately the Analyses will provide local jurisdictions with concrete tools, methods, and resources for the region to incorporate asset risk into their planning processes for sound transportation project prioritization and investment.

Funding: Caltrans is providing \$409,894 of an estimated total project cost of \$463,000. The grant monies will cover all consultant expenses and a portion of WRCOG staff expenses. WRCOG will contribute \$53,106 through in-kind (staff time) services to meet a required local match of 11.47% of the project whole. Of the total budgeted amount, \$379,175.47 will be used for consultant expenses.

Schedule: The Project will commence immediately and, per the grant requirements, will conclude by the end of February 2022.

Prior Action:

February 5, 2018: The Executive Committee Adopted Resolution Number 24-19; A Resolution of the Executive Committee of the Western Riverside Council of Governments authorizing the Executive Director to execute agreements with the California Department of Transportation for the Analyses for Smart Climate-Resilient Transportation Planning and Investments Project.

Fiscal Impact:

Expenditures for the Analyses for the Smart Climate-Resilient Transportation Planning and Investments Project are included in the Fiscal Year 2020/2021 Agency Budget under the Transportation Department.

Attachment:

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

Item 4.C

Approval of a Professional Services Agreement for the Analyses of the Smart Climate-Resilient Transportation Planning and Investments Project

Attachment 1

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

Page Intentionally Left Blank

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of August, 2020, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG") and WSP USA, Inc. ("Consultant"). WRCOG and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

WRCOG desires to engage Consultant to render such professional services for the Regional Climate Adaptation Toolkit for Transportation Infrastructure ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from August ____, 2020, to April 30, 2022, 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 "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, WRCOG shall respond to Consultant's submittals in a timely manner. Upon request of WRCOG, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

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

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

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

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

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to 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 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. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement.

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.

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 "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed Three Hundred Seventy-Nine Thousand, One Hundred Seventy-Five Thousand Dollars and Forty-Seven Cents (**\$379,175.47**) without written approval of WRCOG's Executive Committee. 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 Inc.
862 E. Hospitality Lane, Suite 350
San Bernardino, CA 92408
Attn: Jason Majzoub

WRCOG: Western Riverside Council of Governments
3390 University Avenue, Suite 200
Riverside, CA 92501
Attn: Christopher Gray

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

3.5.3 Ownership of Materials and Confidentiality.

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

3.5.3.2 Intellectual Property. 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.

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.

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.

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.

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.

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

3.5.3.4 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 attorney's 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 attorney's 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.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE
TO
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT**

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

WSP USA, Inc.

By: _____
Rick Bishop
Executive Director

By: _____
Jason Majzoub
Vice President

APPROVED AS TO FORM:

By: _____
General Counsel
Best Best & Krieger, LLP

EXHIBIT “A” SCOPE OF SERVICES

SCOPE OF WORK FOR WRCOG/SBCTA ANALYSIS FOR SMART CLIMATE-RESILIENT TRANSPORTATION PLANNING AND INVESTMENTS

Introduction

The WRCOG/SBCTA region faces increasing risks of extreme heat, drought, wildfire, flash flooding and slope failure. The region’s transportation system is directly affected by these climate hazards while at the same time must serve as a crucial source of the resilience that is so urgently needed in protecting lives and property as well as the infrastructure itself. This project, Analyses for Smart Climate-Resilient Transportation Planning and Investments can help WRCOG, SBCTA, and the region’s local transportation agencies take full advantage of these opportunities. Doing so involves several technical aspects:

- ✓ Lifecycle cost accounting for the impacts of climate change over the course of an asset’s useful life, as required by Executive Order B-30-15
- ✓ More thorough evaluation of how asset closure affects its passenger and freight users, as well as entire communities, including disadvantaged populations, dependent on transportation facilities and services for access and mobility. Scenario-based analysis to help agencies understand which investments make the most sense uncertain potential futures
- ✓ Ability to demonstrate life-cycle cost-effectiveness of adaptation measures, through metrics such as Net Present Value, which can be used in funding applications

These aspects are not addressed in traditional planning and design practices, and so a risk-based approach to asset-level adaptation is required. The challenge is to transform planning and design practices, as well as operational elements, including transit operations and emergency response such that climate-related risk management is embedded in these activities and becomes the norm.

This project will include close coordination with WRCOG, SBCTA, and local agencies to understand their current practices and help them implement risk-based adaptation strategies. While innovative approaches such as this require some training, it will allow WRCOG/SBCTA to get ahead of the curve, positioning it for future federal as well as state funding. WSP will serve as a resource to the two agencies on this effort through this work program. The work effort will be initiated to complete the tasks as noted below noting the need for coordination to determine the final actions undertaken for each task, with the level of effort for each determined by the budget totals noted.

TASK 1. PROJECT INITIATION

Per the RFP, WRCOG and SBCTA have responsibility for the deliverables Task 1. The WSP Team will initiate the project with a kickoff meeting with WRCOG, SBCTA, and Caltrans. During this kickoff meeting, the team will review the scope, schedule, and budget and clarify the project approach as needed. Here a plan for quality assurance will be discussed, as well as a plan to address project risks and mitigations.

TASK 2. COLLABORATE AND ENGAGE THE COMMUNITY

This Task is intended to draw from the institutional knowledge and data available from across the region, to streamline the work effort and ground truth results. Collaboration and engagement with community members, local agency staff, and key stakeholders across the region will be important to ensuring a successful project. Engaging local agency staff and community stakeholders throughout the project will help to identify key issues and critical assets, confirm results,

identify strategies, and to provide guidance on reduction of climate risks to the regional transportation system and communities.

TASK 2.1. INTERVIEW CITY STAFF

Staff will be on the frontline of implementation and our experience has shown that effective implementation occurs when staff responsible have participated in the process. The team will reach out to city planners and public work officials early in the project for guidance and feedback on asset data and vulnerabilities in the region. PlaceWorks led engagement with local agency staff, primarily relying on webinars to share information, answer questions, and receive comments. We anticipate a mix of virtual and in person discussions. In-person discussions would likely occur through established meetings of WRCOG/SBCTA.

TASK 2.2. INLAND EMPIRE REGIONAL CLIMATE COLLABORATIVE AND ADVISORY COMMITTEE MEMBERS

This subtask will be led by WRCOG/SBCTA staff and will not involve the consultant team. The objective of this subtask will be to review and expand members of the Inland Empire Regional Climate Collaborative (IERCC) and Advisory Committee (AC) to support WRCOG and SBCTA in providing guidance and feedback on the project. This information will be provided to the WSP team to incorporate into project materials, as needed.

TASK 2.3. FORM AND CONDUCT A PUBLIC OUTREACH PLAN

As part of project initiation, the team will initiate a discussion with WRCOG/SBCTA staff to review public engagement opportunities, identify key stakeholders and opportunities for engagement, and establish goals and objectives for the engagement process. We will review the successes, challenges, and other considerations from past projects and similar efforts in the region. We will prepare a Public Outreach Plan that incorporates this information, reflecting our team's lessons learned and best practices in the region. The Public Outreach Plan will include the following sections:

- ✓ The purpose and desired outcomes for public outreach throughout the planning process
- ✓ A list of stakeholders and outreach and engagement opportunities for stakeholder types
- ✓ A list of potential co-sponsors and co-promoters to assist with outreach. The WSP Team will collaborate with WRCOG/SBCTA staff to identify community-based partners to support outreach events as co-sponsors and/or co-promoters to increase and tailor public outreach and engagement
- ✓ Public information items, including the project timeline, a process chart showing the relationship of outreach activities to the deliverables and similar materials
- ✓ Protocol for documenting engagement activities and sharing the results
- ✓ A protocol and schedule for communication and marketing. The marketing schedule will identify timing for release, distribution, and placement of publicity items
- ✓ A description of public outreach activities
- ✓ A schedule of outreach activities, including the responsible team members, the location, the format, and the needs for each event

The WSP Team (led by Placeworks) will develop a public outreach plan that draws from input from the Inland Empire Regional Climate Collaborative and Advisory Committee AC meetings, the best methods developed in Cycle 1, and the WSP Team's experience designing and implementing community outreach activities throughout the region. The outreach plan will include strategies to support the project team with identification of assets for the analysis, inform methods, identify and prioritize potential adaptation strategies, and to share and receive feedback on the overall findings of the risk-based assessment. This plan will be developed recognizing WRCOG/SBCTA's goal to emphasize outreach to low-income, disadvantaged residents through locally trusted institutions including churches, health centers, schools, and other community-based organizations and through existing partnerships with representative agencies in disadvantaged and under resourced communities.

The final work plan for this task will be determined through agency coordination and will be linked to available project resources to complete this work effort. The approaches recommended will be those most responsive to the desired outcomes. Any workshops to be held will have content determined through the project planning process.

TASK 2.4. LOCAL AGENCY SUPPORT/ADDITIONAL OUTREACH

The WSP Team will coordinate with WRCOG/SBCTA to identify key points in the process that would benefit from local agency support and additional outreach and initiate the coordination effort. The WSP Team will use techniques proven to be successful in Cycle 1 and Subtask 2.1 to complete this work.

Responsible Party: WRCOG, SBCTA, Consultant Team

Deliverables

- 1** Proposed questions/approach to guide discussions with local agency staff and summary of staff feedback/responses as applicable (2.1)
- 2** Public Outreach Plan, Outreach Materials, Workshop Materials and Summaries, Staffing Support for up to three workshops or equivalent events (2.3)
- 3** Copies of Additional Outreach Results (2.4)

TASK 3. IDENTIFY MOST CRITICAL ASSETS AND DEVELOP CLIMATE STRESSORS

TASK 3.1. DEVELOP AN ASSET CLASS TYPOLOGY

Drawing upon existing studies and data, as well as applicable best practices from other areas, WSP will work with WRCOG and SBCTA to define the major transportation asset classes of the region that are relevant to this study. Candidate asset classes include bridges, culverts, roadways, transit stops, airports, rail lines, stations and yards, freight facilities, and transportation maintenance facilities as well as operations centers. Developing asset class groupings enables transferability of results between assets within a given asset class. We will focus on asset classes where spatial data (e.g., GIS layers) are readily available.

As part of this step, we will also define the major climate hazard types facing each of these asset classes. These might include wildfire, flooding, extreme heat, drought, and slope failure (e.g., landslides, debris flow, erosion). Establishing these asset class hazard combinations will help organize the subsequent analyses. This will be done through conversations with WRCOG and SBCTA staff and will also rely on our relevant experience and existing literature.

TASK 3.2. DETERMINE A REPRESENTATIVE ASSET SAMPLE FOR EVALUATIONS

In coordination with WRCOG, SBCTA, and through Task 2 engagement with city staff, WSP will identify a representative sample of assets for detailed evaluation. This assessment will draw upon initial conversations with these staff members, the findings of the Regional Climate Adaptation Toolkit effort, and a review of articles and documentation of past events into brief case studies. With this information, the team will propose a set of candidate assets. Then, the potential projects will be screened based on a set of criteria, narrowing this list into the final set of assets to be evaluated. These criteria could include:

- ✓ Distribution of assets across the asset classes and hazards to be assessed (flooding, landslide, pavement design, heat/health, wildfire, etc.)
- ✓ Distribution of assets between Riverside and San Bernardino Counties
- ✓ Intensity of use (e.g., travel volume)
- ✓ Intensity of use by disadvantaged communities
- ✓ Strategic importance to regional economy (e.g., heavy freight use)
- ✓ Some evidence of past or expected physical risk to the asset due to climate-related hazards
- ✓ Data availability
- ✓ Agency staff and stakeholder insights
- ✓ Available project resources

After developing the criteria and gaining concurrence from the WRCOG and SBCTA team, WSP will assess the candidate assets against the criteria. A draft list of proposed assets will be submitted to WRCOG and SBCTA for review. This list will include documentation of the process used for selection. Upon review, the list will be revised as needed and resubmitted for final approval, outlining the projects to be advanced. Given project needs can vary depending on assessment type, the final selected list to advance will be for those that can be completed within the identified task budget.

TASK 3.3. DEVELOP CLIMATE SCENARIOS FOR EACH SELECTED ASSET

WSP will define the climate scenarios and process the applicable climate projections for each of the assets, delivered as a set of region-wide metrics applicable to all project of this type in the region. Assessing climate change at the asset level is a challenging and fast-evolving practice for several reasons. There is uncertainty in the climate models and emissions scenarios they use. There is additional uncertainty introduced during the post-processing of results into inputs usable for design. Furthermore, the climate conditions change over time, resulting in varying probabilities of extreme events over a transportation asset's lifecycle.

To address the challenges, we will use several approaches:

- ✓ Quantify uncertainty in projections by using confidence intervals
- ✓ Use multiple climate scenarios to help account for other sources of uncertainty (including multiple emissions scenarios and climate models)
- ✓ Use a lifecycle cost analysis to account for changing probabilities over time³
- ✓ Leverage the most recent, state-of-the-art techniques for climate data processing.

For each asset class, we will identify the climate-related metrics required for the design and management of the asset. This effort will build upon the work we did in the Cycle 1 Pilots.

As part of this task, we will also define the climate models and emissions scenarios to be used, aiming for consistency across the different assets in the region. We will also define analysis timeframes, which will likely vary by asset class based on expected asset life.

After defining all necessary parameters, we will obtain the relevant data inputs and process it into the climate projections needed for the analysis. We will thoroughly document the projections and provide them to SBCTA and WRCOG.

Deliverables

- 1 Typology of Asset Classes in the Region
- 2 Documentation Describing Methodology, Data Sources, and Assets Chosen for Study
- 3 Documentation that Links Sample Assets to Asset Class Typology
- 4 Documentation Describing Climate Stressors, Data Sources, and Climate Scenarios Developed for Study

TASK 4. ASSET ASSESSMENT UNDER ASSET FAILURE SCENARIOS WITH AND WITHOUT ADAPTATION STRATEGIES

TASK 4.1. DEVELOP ASSET FAILURE SCENARIOS

Assessing how a climate hazard can affect an asset and how it can cause it to fail is a central element of understanding climate risk. For each asset class identified, and in consultation with Caltrans and local engineers, WSP will develop asset scenarios in the form of stressor costs functions. A stressor cost functions specifies how different magnitudes of a hazard (e.g., a flood elevation or heat wave duration) are likely to impact the asset. They typically include both a damage estimate (provided in dollars) and a disruption estimate (provided in either dollars, or hours or days of closure).

The table below shows an example of a stressor cost function (sometimes referred to as a depth damage function or a fragility curve). These functions are not part of traditional design and require a shift in mindset away from the single design criterion approach⁵ that applies to most of the transportation assets in the region, state, and across the U.S. These functions are developed through an internal workshop with our hazard. After we develop these draft failure scenarios for asset classes, we will work with engineers in the region from local agencies and Caltrans to ground truth and refine them.

OPTION #1 | DEPTH DAMAGE FUNCTION

Flood Elevation (Feet)	Physical Damage & Repair Cost	Socioeconomic Costs			Property	Total Cost	% Damage	Notes
		Detour		Injury				
		Days in Effect	Cost					
605	\$0	0	\$0	0	\$0	\$0	0%	
614	\$0	0	\$0	\$0	\$0	\$0	0%	
615	\$30,000	0	\$0	\$0	\$0	\$30,000	8%	Embankment erosion starts
616	\$30,000	0	\$0	\$0	\$0	\$30,000	8%	
617	\$40,000	0	\$0	\$0	\$0	\$40,000	10%	
618	\$50,000	0	\$0	\$0	\$0	\$50,000	13%	
619	\$70,000	0	\$0	\$0	\$0	\$70,000	18%	
620	\$80,000	0	\$0	\$0	\$0	\$80,000	20%	
621	\$100,000	0	\$0	\$0	\$0	\$100,000	25%	
622	\$130,000	0	\$0	\$0	\$0	\$130,000	33%	
623	\$160,000	0	\$0	\$0	\$0	\$160,000	40%	
624	\$200,000	0	\$0	\$0	\$0	\$200,000	50%	
625	\$250,000	1	\$140,000	\$0	\$0	\$390,000	98%	Overtopping
626	\$320,000	5	\$700,000	\$80,000	\$0	\$1,100,000	275%	
627	\$400,000	15	\$2,100,000	\$80,000	\$0	\$2,580,000	645%	

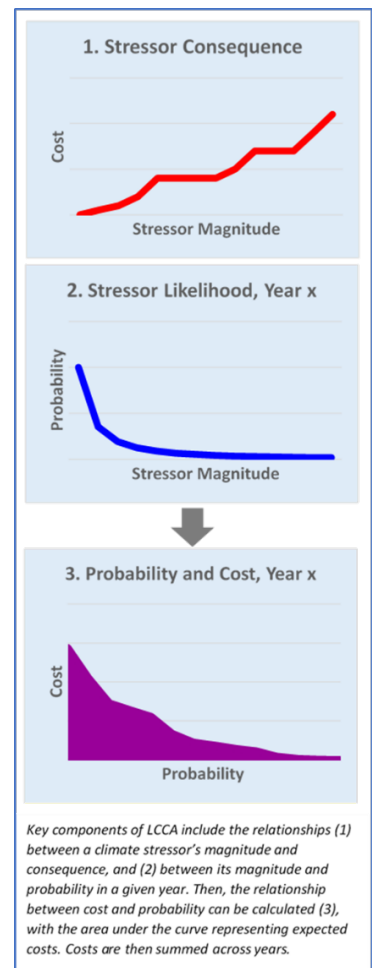
TASK 4.2. CONDUCT RISK-BASED ASSET ASSESSMENT

For Task 4.2, we will evaluate the performance of each asset through a quantitative risk assessment. Using the ADAP process described earlier, we will tie together the information developed on climate hazards at the site (3.2), asset failure (4.1), and socioeconomic impacts (5) into a risk profile that can be refined in later phases. The result will be a set of expected lifecycle costs for each asset under the different climate scenarios.

Depending on the type of asset, assessing performance may require additional analysis during this task. For example, a bridge or culvert susceptible to flooding would require additional hydrologic and hydraulic analysis of the watershed near the facility to understand the probability of the impacts. (The impacts themselves will have been developed as part of the stressor cost functions in 4.1). The result of this additional analysis will be stressor likelihood information for each year for the different climate scenarios. This effort will involve developing representative values for assets as conducting detailed assessments would extend beyond the resources of this project.

To the extent practicable, we will incorporate expected socioeconomic costs (developed in Task 5) into the lifecycle cost assessment. Some of the socioeconomic costs will be more straightforward to monetize (e.g., system wide hours of delay associated with an asset being closed for a specified time period). Others will be harder to quantify (e.g., effects of travel delay on wages earned by low, middle and high-income individuals). We will likely treat some of the harder-to-quantify impacts qualitatively, and propose methods by which prioritization could take place to incorporate both quantitative and qualitative measures.

Once we have the overall stressor-cost function and stressor likelihood functions for each year and climate scenario, we can calculate the expected cost for each year and climate scenario. The figure at right shows the basic steps of this process. Afterwards, costs can be summed across years to obtain expected lifecycle costs. Finally, a discount rate or set of discount rates can be applied, and results can be summarized as present value measures.



The analysis process and tools (including the spreadsheet deliverable) developed on the pilot risk assessment gives the WSP Team a head start on this subtask. This means more of the effort for this task can be toward developing a more comprehensive, rigorous analysis. As we did for the pilots, we will use a Monte Carlo simulation to generate confidence intervals for the lifecycle costs. The present discounted costs for the assets can be compared to those developed for the potential adaptation options (4.3) to help evaluate those options.

TASK 4.3. DEVELOP AND ANALYZE ADAPTATION STRATEGIES

For each asset facing significant climate-related risks, we will develop a set of candidate adaptation strategies to mitigate the identified risks. This will draw directly the WRCOG/SBTA Resilient Transportation Infrastructure Guidebook that was developed and other resources to generate a set of potential strategies and parameterized costs for implementation.

This effort will develop capital and O&M cost estimates for the identified strategies and will develop stressor cost functions for each strategy. These stressor cost functions will allow the generation of an estimate on how these investments would reduce the expected damage costs and disruption outage periods at each asset.

Where feasible, we will then repeat the assessment described in Task 4.5 to establish expected lifecycle costs to the asset under the different adaptation options and climate scenarios. For each asset, the result will be a set of present discounted lifecycle costs for each action alternative (including no-action and adaptation options) and climate scenario. Statistical analysis will be completed to identify the value that is most cost effective when comparing each strategy.

In addition to the lifecycle cost analysis, this effort will look to evaluate the adaptation strategies qualitatively. The qualitative assessment will likely include a consideration of different adaptation co-benefits, such as regional goods movement, social equity, stormwater management, or greenhouse gas mitigation. In some cases, where co-benefits can be readily monetized, they will be incorporated into the lifecycle cost assessment.

The final measures will combine both the quantitative and qualitative portions of the assessment into a prioritization framework that will recommend the highest priority adaptation options for each asset and across assets. One of the major advantages of the risk-based assessment is that by monetizing lifecycle costs, it enables easier comparison of action alternatives.

Deliverables

- 1 Documentation of Asset Failure Scenarios
- 2 Documentation of Methodology, Data Sources, and Findings of Risk-Based Asset Assessment
- 3 Documentation of Adaptation Strategies and Effectiveness in Failure Reduction

TASK 5. ASSESS SOCIOECONOMIC COSTS AND CONSEQUENCES RELATED TO ASSET FAILURE

TASK 5.1. DEVELOP SOCIOECONOMIC METRICS

The impacts on regional travelers of system impacts is a critical measure toward determining risk consequences at a broader systems level. Consequences will be critical to determine for economic drivers, regional residents and for low-moderate income residents for whom proportional costs of travel impacts may be more pressing.

Traveler impacts due to outage/closure are recognized as more impactful on people with low/moderate incomes because:

- ✓ Jobs for hourly work (shipping/logistics centers, manufacturing, retail/restaurant work, etc.) require the worker's presence on-site – there is limited/no flexibility of work location. Loss of access due to system outages (highway and/or transit) translates to loss of wages
- ✓ System closures impose additional travel costs (detours, etc.) on the user and/or require alternative modes of travel that impose additional travel time/cost penalties

- ✓ Available wages/income are typically more limited and therefore any increase due to transportation costs often impose inordinate financial strain

The WSP Team will work with WRCOG/SBCTA to define a set of socioeconomic metrics to be used in the assessment that reflect these concerns. These metrics can be used to characterize how asset closure or disruption affects the broader transportation system and users. The counties' travel demand models (San Bernardino Transportation Analysis Model [SBTAM] and Riverside Transportation Analysis Model [RIVTAM]) will be analyzed for their capacity to report metrics specific to this measure. The development of these metrics will also utilize the outcomes of the community engagement task to ensure that the process is capturing impacts on disadvantaged populations as much as possible. A discussion of these potential metrics (at a non- technical level) will be included in that dialogue to ensure the metrics are the most appropriate to reflect traveler impacts.

The team will work to develop a process within the model framework that reports on system disruption metrics in a way that generates quantified, and comparable, system impact measures with the intent of turning over to WRCOG staff at the completion of this effort a process/tool that enables local staff to derive these measures for agency stakeholders. The final outcome of this effort will be determined by: dialogue with WRCOG staff, model compatibility, and the resources allocated to this task.

TASK 5.2. PERFORM SOCIOECONOMIC ASSESMENT

Metrics will be developed as input to the risk-based assessment in 4.2 and 4.3, identifying the metrics specified in 5.1. The monetizable metrics will be incorporated into the assessment as lifecycle costs, expressed in \$/hour or \$/day. The stressor cost table developed in Task 4.1 defines the disruption durations corresponding to the different magnitudes of a stressor. These disruption lengths can be multiplied by the \$/hour or \$/day values to compute total \$ of delay for each stressor magnitude (e.g., a flood elevation X' is associated with \$Y of delay). The non-monetizable socioeconomic impacts will be incorporated into the qualitative elements of the risk-based assessment, identifying the appropriate metrics that are beneficial to determining traveler impacts and are most telling in identifying how best to report these as a part of project assessments. With this holistic assessment method, net benefits of the adaptation options and the overall prioritization of action alternatives can be modified to incorporate the finalized socioeconomic impacts.

Establishing an efficient/automated process for running the travel demand model to establish socioeconomic metrics will be an important part of this task. Thus, this capability could be offered to local agencies to conduct risk-based assessments, saving on staff time and funding required to deliver services to member agencies.

Deliverables

- 1 Documentation of Socioeconomic Metrics and Data Sources
- 2 Documentation of Methodology and Findings of Socioeconomic Impacts and Full Costs under Each Asset Failure Scenario

TASK 6. RESOURCE GUIDE

TASK 6.1. PRODUCE RESOURCE GUIDE

Drawing upon the work performed and deliverables produced in Tasks 3, 4 and 5 for life-cycle risk-based analyses for representative assets, and including examples for representative projects, WSP will document the steps of the climate risk assessment for the different asset and hazard types and prepare a resource guide for local and regional transportation practitioners. The guide will enable practitioners to conduct their own risk assessments, including the associated planning, cost-benefit, prioritization and socio-economic impact activities included in the overall process.

The guide will be a step-by-step set of instructions with clear descriptions and rationale for each step, with the steps correspond to the FHWA ADAP process. Where applicable, graphics will be used to help describe and document the

process for use. A draft guide will be prepared and routed to stakeholders for review and comments received will be addressed in the final guide.

Deliverables

1 Resource Guide

TASK 7. MAP FINDINGS TO ASSET CLASS TYPOLOGY

TASK 7.1. DOCUMENT FINDINGS AND APPLICATION TO ASSET CLASSES

In Task 7, findings and techniques from the individual asset assessments will be identified and applied to their overarching asset classes. While each asset is unique and therefore each asset-level assessment is unique, there are transferable techniques that can apply to overall asset class. For instance, provided enough data exists, culverts can often be treated programmatically – i.e., lifecycle costs can be estimated for each culvert as part of one assessment. WSP will document these techniques and lessons for each of the asset classes. After review, this documentation will be incorporated into the Resource Guide developed in Task 6.

Deliverables

1 Documentation of Mapping the Findings to the Asset Class Typology

TASK 8. CONSTRUCT A PLAN FOR INTEGRATING ANALYSIS INTO INFORMED DECISIONS

TASK 8.1. PRODUCE A ROADMAP OF ENTRY POINTS INTO EXISTING TRANSPORTATION PLANNING VEHICLES

WSP will work with WRCOG, SBCTA, and other local agencies to identify existing transportation planning vehicles that would benefit from the climate risk assessments. These could include project prioritization, project financing, design practices, maintenance planning, asset management, and other activities. Based upon this assessment, WSP will then build a roadmap of potential actions that these agencies can use to incorporate the risk assessments and improve the resiliency of their transportation systems. Lessons from stakeholders and the result of national research will be used to develop a roadmap for the Inland Empire region.

TASK 8.2. DEVELOP MEASURES TO JUSTIFY EXPENSES AND SUPPORT PROJECT PRIORITIZATION

WSP will provide recommendations on how practitioners can leverage these techniques to help prioritize and fund their projects at the local, state, and regional level. WSP's project finance team will lead this task to provide guidance on funding competitiveness. The final results of this effort will be incorporated into the Resource Guide developed in Task 6.

Deliverables

- 1** Roadmap for Identifying Entry Points to Incorporate Task 5
- 2** White Paper of Recommended Methods for Translating Task 5 Findings into Broader Regional Transportation Costs to Justify Adaptation Strategies and Project Prioritization

TASK 9. DEVELOP BASIC TOOLS FOR COMMUNITY USE

TASK 9.1. IDENTIFY AND BUILD BASIC TOOLS AND RESOURCES APPLICABLE ACROSS THE COMMUNITY

Throughout the project, tools and resources will be generated that that could be useful to local practitioners. Throughout the project, WSP will work with WRCOG and SBCTA to refine this set of potential tools and determine which tool(s) to develop as part of Task 9. Potential resources developed might include:

- ✓ An Excel spreadsheet that walks the user through the steps of the risk assessment process, from data input to lifecycle cost assessment. Through our work on the pilot assessments for SBCTA and on other analyses, we have already developed the basic elements of this tool and could add a user-friendly interface
- ✓ Asset-level climate projections processing tools for common data challenges, such as estimating future changes

- ✓ in peak flows or precipitation depth duration frequency curves
- ✓ Webinars and workshops for practitioners in addition to activities associated with Task 2
- ✓ During Task 5.2, create a travel demand model post-processing tool that can be used to calculate socioeconomic metrics without requiring modeling staff to run the model manually
- ✓ Web-based GIS platform showcasing analysis and findings. Our proposed technical staff work regularly with our internal software development team and can efficiently produce web-based tools to meet user needs
- ✓ A grant application assistance tool for resilience-related projects
- ✓ A project screening tool. The Phase I work effort utilized a range of available spatial/asset data to generate the initial scoring of assessments which incorporated broader system vulnerability measures. There is interest at WRCOG/SBCTA in advancing the use of this data resource to determine potential projects that may need to be advanced to a more detailed risk assessment. This option would involve analyzing the data generated for regional assets and determining a methodology that enables an assessment of physical risk concerns. This could be applied to projects moving forward as funded or programmed to be funded through the development fee program to ensure those projects are incorporating risk concerns as a part of their implementation.

We will work with WRCOG and SBCTA to scope out tool(s) and estimate timing and level of effort. We will work collaboratively to test and refine the tool(s) and provide thorough documentation for future users. The documentation can be included in the final version of the Resource Guide developed in Task 6.

Deliverables

1 Basic Tool(s) with User Guide(s) and Resources for Local Stakeholders

TASK 10. DESIGN PROJECT COORDINATION

The intent of this task is to engage an ongoing local planning/design project with opportunities for integrating resilience considerations. The selected project should have the following key elements:

- ✓ A management/oversight team (agency and consultants) that is willing to participate on this exercise
- ✓ A location where environmental conditions may increase risks, from precipitation or temperature effects
- ✓ A location where system impacts would be expected to be important, to the regional economy, to travelers, and/or to low/moderate income residents from the region who may be disproportionately impacted
- ✓ A location identified in previous documents as an asset of concern (if possible)

WSP will engage with the planning/engineering team providing services in order to understand the project context and design. We anticipate this coordination would occur through several phone interviews and potentially an in-person meeting with project staff (budget permitting).

WSP will work with the team to learn about potential climate-related risks and, during the conversations, provide recommendations on methods and actions to address these risks. These recommendations could cover topics such as:

- ✓ Guidance on the needs/requirements of the risk-assessment methodology
- ✓ Guidance on what downscaled climate data to use for the project
- ✓ Guidance on how to develop stressor-damage assumptions built into the design options
- ✓ Guidance on how to conduct system risk assessment, including traveler delay/impact metrics
- ✓ Guidance on running lifecycle cost assessment

If feasible, WSP can the project as one of the representative asset classes for the risk assessments to be done in earlier tasks.

WSP will prepare a short summary document (3-5 pages, estimated) that summarizes any lessons learned from the coordination with this regional project and identify any alterations to processes recommended for future efforts.

EXHIBIT “B” SCHEDULE OF SERVICES

Schedule:

For reference, the schedule for the overall Analysis for Smart Climate-Resilient Transportation Planning and Investments project is provided below.

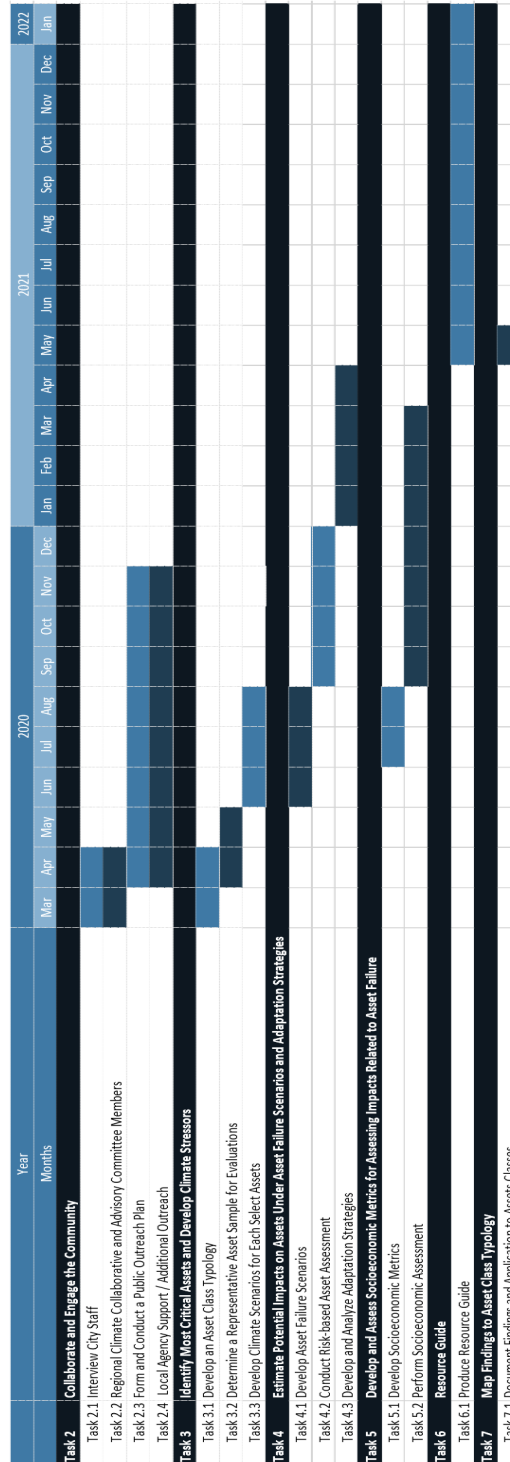


EXHIBIT "C" COMPENSATION

		Task Hours											Total Hours	Labor Budget
		2	3	4	5	6	7	8	9	10				
Name	Project Role	Billing Rate per Hour	Community Engagement	Critical Assets & Climate Stressors	Asset Assessment	Socioeconomic Costs	Resource Guide	Map Findings to Asset Class Typology	Integrating Analysis	Develop Tools	Design Project Coordination			
WSP														
TIMOTHY GROSE	Project Manager	\$186.63	10	36	100	20	35	10	12	20	20	263	\$49,082.83	
MICHAEL FLOOD	Senior Advisor	\$323.19	8	16	60	20	12	4	40	20	20	200	\$64,638.12	
M RAWLINGS MILLER	Climate Scientist	\$250.87	-	60	-	-	-	-	-	14	-	74	\$18,564.29	
MATTHEW MOORE	H&H Engineer	\$224.44	-	55	80	-	10	2	4	14	2	167	\$37,481.13	
GEORGE HARVILLA JR.	Civil Engineer	\$233.63	-	-	80	-	-	2	4	-	2	88	\$20,559.15	
ALLISON RELLY	Equity Planner	\$185.01	20	-	68	120	40	10	20	20	-	298	\$31,319.39	
MOISES ARZAMENDI	Geotechnical Engineer	\$230.06	-	10	40	-	-	-	-	-	2	52	\$11,963.23	
LUKE YANG	Transit Planner	\$192.38	-	-	40	-	-	-	4	-	-	44	\$8,464.85	
SURI SADASIVAM	Asset Management Specialist	\$211.16	-	-	60	-	-	-	22	-	2	84	\$17,737.14	
ANNIKA BAGSDALE	Climate Adaptation Planner	\$118.53	-	-	20	-	20	-	-	-	2	42	\$4,978.24	
PATRICK KRESL	Graphics Specialist	\$118.42	-	-	-	-	4	-	-	6	-	10	\$1,184.24	
WILLIAM HWANG	Project Finance	\$224.44	-	-	-	-	-	-	15	-	-	15	\$3,366.57	
DAVID CARLSON	Environmental Planner	\$285.64	-	-	20	20	-	-	6	-	-	46	\$13,139.60	
CHRISTI BYRD	Travel Demand Forecaster	\$255.73	-	-	-	100	-	-	-	60	2	162	\$41,427.81	
TO BE NAMED	Project Accountant	\$117.50	1	4	5	4	4	1	4	4	-	27	\$3,172.50	
	Subtotal Hours		39	181	573	284	125	29	131	158	52	1,572		
	Subtotal Labor Budget		\$6,665.90	\$42,056.44	\$120,078.14	\$54,553.20	\$20,169.31	\$5,242.76	\$30,091.27	\$35,475.03	\$12,743.43		\$327,079.08	
Placemarks														
TAMMY SEALE	Task 2 Lead	\$272.91	40	-	-	5	-	-	5	-	-	50	\$13,644.96	
WENDY NOWAK	Public Outreach Lead	\$260.52	41	-	-	-	-	-	-	-	-	41	\$10,681.32	
TBD	Associate	\$144.51	48	-	-	-	-	-	-	-	-	48	\$6,936.48	
TBD	Project Planner	\$113.54	90	-	-	-	-	-	-	-	-	90	\$10,218.60	
TBD	Planner	\$86.02	75	-	-	10	-	-	30	-	-	115	\$9,892.30	
TBD	Editor	\$137.67	3	-	-	-	-	-	-	-	-	3	\$413.01	
TBD	Graphics	\$103.24	3	-	-	-	-	-	-	-	-	3	\$309.72	
	Subtotal Hours		300	-	-	15	-	-	35	-	-	350		
	Subtotal Labor Budget		\$45,926.49	\$0.00	\$0.00	\$2,224.75	\$0.00	\$0.00	\$3,945.15	\$0.00	\$0.00		\$52,096.39	
	Total Hours		339	181	573	299	125	29	166	158	52	1,922		
	Total Labor Budget		\$52,596.00	\$42,056.44	\$120,078.14	\$56,777.95	\$20,169.31	\$5,242.76	\$34,036.42	\$35,475.03	\$12,743.43		\$379,175.47	

Page Intentionally Left Blank



Western Riverside Council of Governments

Administration & Finance Committee

Staff Report

Subject: Single Signature Authority Report

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

Date: July 8, 2020

The purpose of this item is to notify the Committee of contracts recently signed under the Single Signature Authority of the Executive Director.

Requested Action:

1. Receive and file.

The Executive Director has Single Signature Authority for contracts up to \$100,000. For the months of April through June 2020 three contracts were signed by the Executive Director. These are summarized below.

1. In April 2020, a Professional Services Agreement (PSA) was executed with Economic Planning Systems, Inc. (EPS) for \$25,000, to conduct a fiscal impact assessment and analysis of COVID-19 for member jurisdictions.
2. In June 2020, a PSA Amendment was executed with Promeli Videoworks for \$52,265, to perform creative design and video production services for WRCOG.
3. In June 2020, a PSA was executed with SEI Consulting, LLC. for \$20,000, to conduct an update to the impacts of automation to the WRCOG subregion and its acceleration due to COVID-19.

Prior Action:

None.

Fiscal Impact:

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

Attachment:

None.

Page Intentionally Left Blank



Western Riverside Council of Governments

Administration & Finance Committee

Staff Report

Subject: Fiscal Year 2019/2020 Year in Review, and a Look Forward

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

Date: July 8, 2020

The purpose of this item is to provide an update of activities undertaken by staff over the past year and discuss a few initiatives for potential WRCOG involvement during the next year.

Requested Action:

1. Receive and file.

This item is reserved for a presentation by WRCOG staff on program highlights and activities undertaken during this last year, with time reserved for consideration of some new ideas for the future.

WRCOG staff held a Visioning Session on June 18, 2020, to re-visit Agency goals and accomplishments and discuss new initiatives for potential WRCOG involvement. During the session, Agency Directors and Managers presented ideas, discussed program ideas, and provided feedback on activities that WRCOG is currently engaged in regarding the Agency's long-standing focus on the issue areas identified below. These focus areas were first adopted in 2011 and were subsequently affirmed by the Executive Committee and Technical Advisory Committee in 2014 and 2017. In 2014, the Agency shifted "economic development" to be a central pillar for the five other goal areas, which were recognized to be mutually dependent on one another to advance. In other words, WRCOG's programs are intended to work together to support improving quality of life, which in itself is perhaps the overall largest factor in improving the area's economic development. The focus areas include:

1. Economic development
2. Energy and environment
3. Water
4. Transportation
5. Education
6. Health

Potential New Initiatives, COG Mission, and Determining a Path Forward

Staff also discussed potential future initiatives for the Agency to pursue, and several new ideas were introduced. Potential new ideas / programs are screened through a filtering process by way of a series of questions, after which the Executive Committee is able to more easily determine whether a proposed idea is, 1) already being adequately addressed and, if not, 2) should be undertaken by WRCOG or by another entity. The framework provides a baseline analysis regarding whether it is in the best interests of WRCOG's members to commit to taking on an issue.

The framework includes the following:

1. Can the issue best be addressed at a multi-jurisdictional level and benefit the subregion?
2. Does it relate to WRCOG's core work program areas?
3. Is the request consistent with the established Agency priorities listed above?
4. What can WRCOG do that other agencies are not doing, or cannot do?
5. What is the potential to make a difference?
6. Is there cost-effectiveness in a regional approach?
7. Does WRCOG have the resources to be effective?
8. Is the issue already being addressed by others?
9. Does benchmarking indicate a need for action?
10. If others are addressing the issue adequately, can WRCOG's role be in compiling information of work underway and acting as a clearinghouse?
11. What other factors are important to consider?

In addition to the above, potential new ideas / programs are be categorized generally on how easy or difficult they might be to implement.

Prior Action:

None.

Fiscal Impact:

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

Attachment:

1. WRCOG Fiscal Year 2019/2020 Annual Report.

Item 5.A

Fiscal Year 2019/2020 Year in
Review, and a Look Forward

Attachment 1

WRCOG Fiscal Year 2019/2020
Annual Report

Page Intentionally Left Blank



WESTERN RIVERSIDE
COUNCIL OF GOVERNMENTS

2020 *ANNUAL REPORT*



WRCOG

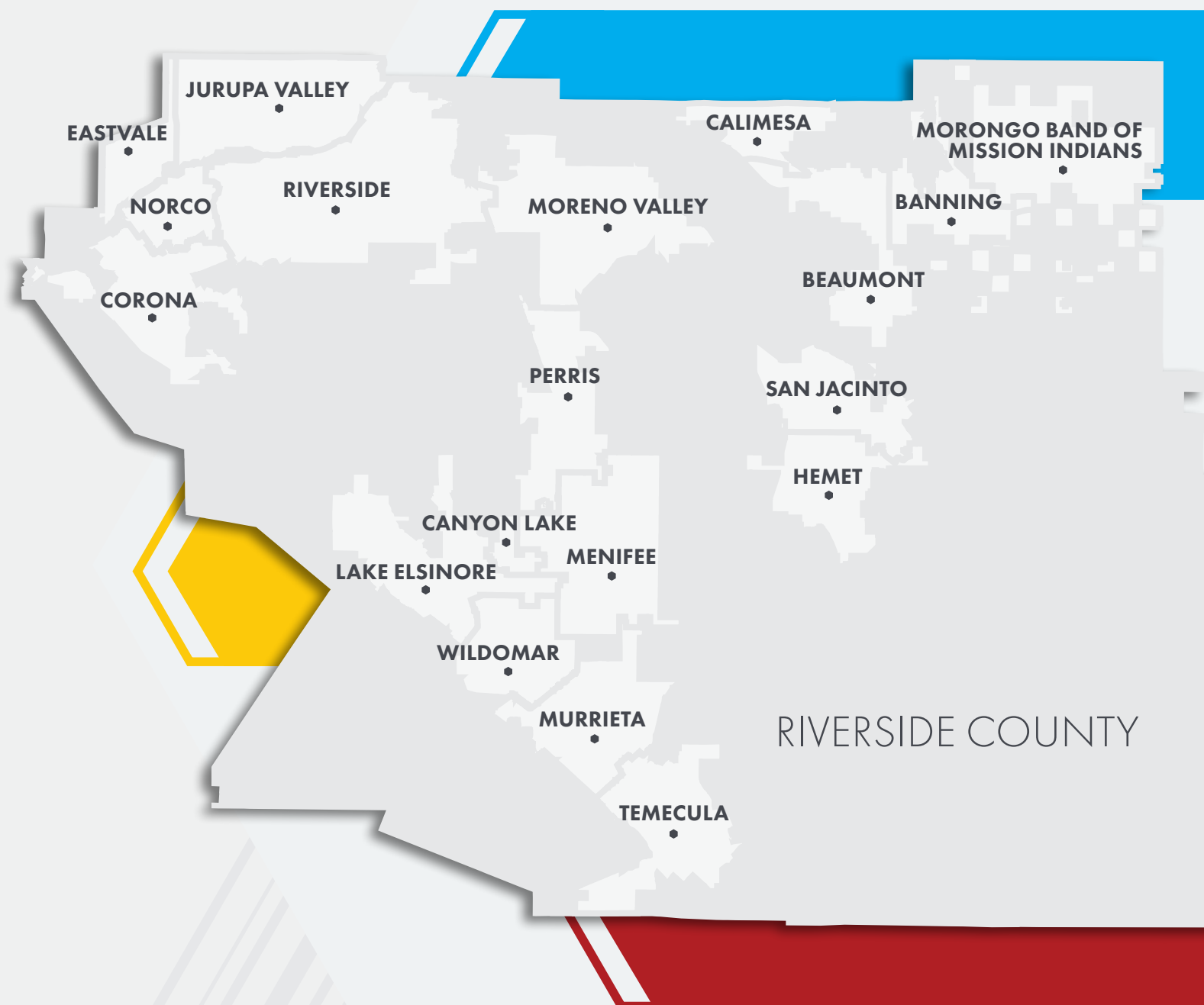
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

WE LIVE IN A CHALLENGING AND UNCERTAIN TIME, in which policies at the federal and state levels can change at bewildering speed and have major implications for the region's residents, businesses, and local governments. This can be a difficult landscape for individual agencies to navigate on their own. The Western Riverside Council of Governments (WRCOG) strives to help our member agencies – 18 cities, the County of Riverside, Eastern and Western Municipal Water Districts, the Morongo Band of Mission Indians, and the Riverside County Superintendent of Schools – work together to address important regional issues.

Our mission – respect local control, provide regional perspective, and make a difference – remains a key cornerstone of our work as we collaborate with members on issues that transcend political and jurisdictional boundaries. These collaborative efforts achieve effective and cost-efficient results, enable strong advocacy, and strengthen Western Riverside County's standing in southern California and the State. The programs administered by WRCOG have achieved national prominence while staying true to our mission.

RESPECT LOCAL CONTROL.
PROVIDE REGIONAL PERSPECTIVE.
MAKE A DIFFERENCE.

THE SUBREGION





EXECUTIVE COMMITTEE

THE PURPOSE OF WRCOG is to unify Western Riverside County so that it can speak with a collective voice on important issues that affect its members.

BONNIE WRIGHT (Chair)
Council Member, City of Hemet

KEVIN BASH (Vice-Chair)
Mayor Pro Tem, City of Norco

KELLY SEYARTO (2nd Vice-Chair)
Council Member, City of Murrieta

CHUCK WASHINGTON
(Past Chair)
Supervisor, County of Riverside District 3

DANIELA ANDRADE
Mayor, City of Banning

MIKE LARA
Mayor Pro Tem, City of Beaumont

JEFF CERVANTEZ
Council Member, City of Calimesa

JORDAN EHRENKRANZ
Mayor, City of Canyon Lake

JASON SCOTT
Council Member, City of Corona

JOSEPH TESSARI
Council Member, City of Eastvale

MICHEAL GOODLAND
Council Member, City of Jurupa Valley

BRIAN TISDALE
Mayor, City of Lake Elsinore

MATT LIESEMEYER
Mayor Pro Tem, City of Menifee

VICTORIA BACA
Mayor Pro Tem, City of Moreno Valley

RITA ROGERS
Mayor Pro Tem, City of Perris

RUSTY BAILEY
Mayor, City of Riverside

CRYSTAL RUIZ
Mayor Pro Tem, City of San Jacinto

VACANT
City of Temecula

KEVIN JEFFRIES
Supervisor, County of Riverside District 1

KAREN SPIEGEL
Supervisor, County of Riverside District 2

JEFF HEWITT
Supervisor, County of Riverside District 5

RONALD SULLIVAN
Board President, Eastern Municipal Water District

BRENDA DENNSTEDT
Board Secretary-Treasurer, Western Municipal Water District

ROBERT MARTIN
Tribal Chairman, Morongo Band of Mission Indians

DR. JUDY WHITE
*Riverside County Superintendent of Schools,
Riverside County Office of Education (ex-officio)*

WRCOG GOAL AREAS

WRCOG'S ECONOMIC DEVELOPMENT & SUSTAINABILITY FRAMEWORK was adopted in 2012 and has served as a roadmap for implementing the Agency's regional programs and projects. The Framework calls for the preservation and advancements of six inter-related goal areas, which are critical to achieve and maintain a high quality of life in Western Riverside County. The goal areas include: Economy, Education, Energy & Environment, Health, Water & Water Waste, and Transportation. WRCOG strives to determine where regional approaches to these issues make sense. Each of WRCOG's programs work to promote one or more of the Framework goal areas.

TRANSPORTATION

ENERGY & ENVIRONMENT



WATER

HEALTH

EDUCATION

ECONOMY

THE FOLLOWING CONTENT provides an overview of WRCOG's many programs and activities over the past year, all of which strive to improve quality of life in Western Riverside County utilizing the Economic Development & Sustainability Framework as a guide.

TUMF

THE TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM (TUMF) is a creative initiative to fund critical transportation infrastructure to accommodate the traffic created by population growth and commercial development throughout Western Riverside County.



\$875 million

collected for TUMF since 2003

105

projects completed

FISCAL YEAR HIGHLIGHTS

TUMF PORTAL

Allows applicants to submit a project, receive the corresponding TUMF obligation, and pay through a variety of payment options.

INTERACTIVE ONLINE MAP

Provides stakeholders the opportunity to determine whether their facilities are eligible for TUMF funding.

79 TUMF PROJECTS in progress this year!

2 Bridges

6 Grade Separations

23 Interchange Projects

58 Roadway Improvement/Widening Projects

16 Transit Improvements Projects

LARGEST PROJECT IN TUMF HISTORY

WRCOG's TUMF Program will contribute approximately \$45 million to the Cajalco Road/I-15 Interchange Improvement Project



OVER THE LIFE OF THE PROGRAM, TUMF WILL PROVIDE:

- ▶ \$3 BILLION towards improving mobility in Western Riverside County by building critical transportation infrastructure
- ▶ \$92 MILLION to regional transit enhancements
- ▶ \$43 MILLION to open space preservation

GRANT WRITING

THE GRANT WRITING ASSISTANCE PROGRAM connects member jurisdictions with experienced grant writing professionals to support the preparation of competitive grant applications to spread local dollars further.

BENEFITS

- 1 No direct charge to member agencies for professional grant writing services
- 2 Free advisory services to jurisdictions on grant programs and funding opportunities
- 3 Assistance to find the right fit between an agency's vision and grant opportunities
- 4 No jurisdiction staff time needed for contract administration
- 5 No procurement process required from jurisdiction

of grant applications submitted: 30+

of grants funded through Program: 12

*some applications await notice

\$ amount received:

over \$33 million

50:1 ROI

(\$33 million secured, expending \$650,000 in staff/professional time)

CLEAN CITIES

THE WESTERN RIVERSIDE COUNTY CLEAN CITIES COALITION helps advance the subregion's economic, environmental, and energy security by supporting local actions to reduce transportation petroleum use.



2019 SOCAL ALTCAR CONFERENCE, EXPO, AND RIDE & DRIVE

THE FIRST SOCAL ALTCAR EVENT IN THE INLAND EMPIRE:

- Discussed new technology surrounding alternative and advanced technology vehicles
- Increased awareness and knowledge of alternative fuel vehicles



IN 2019, Western Riverside County reduced:

9.7 million gallons of gasoline consumption

16.7 thousand tons of greenhouse gas emissions

REGIONAL STREETLIGHTS

WRCOG'S STREETLIGHT PROGRAM is assisting jurisdictions purchase utility-owned streetlights and retrofit them to LED technologies, saving local communities millions in operating and utilities costs.



THROUGH THE REGIONAL STREETLIGHTS PROGRAM...

53,000 streetlights retrofitted

DURING 2020, the Streetlights Program completed its retrofit of over 53,000 streetlights, which will result in savings of nearly \$70 million over 20 years, offsetting over 17 million kWh each year – this is enough energy to power 2,100 homes each year!

nearly \$70 million in savings

SUSTAINABILITY

OPERATIONAL EFFICIENCY
Jurisdictions experience a 45% average decrease in monthly work orders

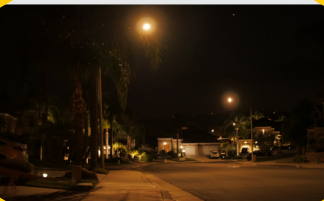
- LED LIGHTING**
- Improves appearance of night sky, public safety, and color perception
 - Utilizes less energy than traditional streetlamps



- SMART CITY TECHNOLOGY INTEGRATION**
- Expands revenue generating opportunities
 - Decreases environmental impact
 - Improves response time of public safety



BEFORE



AFTER

PROGRESS

2015-2018
Program
Development

2019
Streetlight
Acquisition &
Retrofit

2020-2022
Smart City
Research &
Feasibility

WREP

THE WESTERN RIVERSIDE ENERGY PARTNERSHIP is a collaborative effort between WRCOG, Southern California Edison (SCE), Southern California Gas (SoCalGas), and member jurisdictions that seeks to achieve energy efficiency through a variety of funding and educational opportunities.



HOW DOES WREP WORK?

- MUNICIPAL PROJECT SUPPORT
- TECHNICAL ASSISTANCE
- COMMUNITY OUTREACH

RESULTS IN GAS AND ENERGY SAVINGS through increased rebates and ultimately leads to cost savings

2019-2020 SAVINGS:

GAS:
53,706 THERMS

ELECTRIC:
367,000 kWh

2020-2021 GOALS:

GAS:
6,200 THERMS

WREP IN ACTION



GAS: CITY OF CORONA'S WREP PROJECT

BY COMPLETING A RENEWABLE NATURAL GAS PROJECT at its wastewater treatment facility, the City of Corona will save almost \$30,000 annually – not to mention a \$400,000 rebate for project completion.



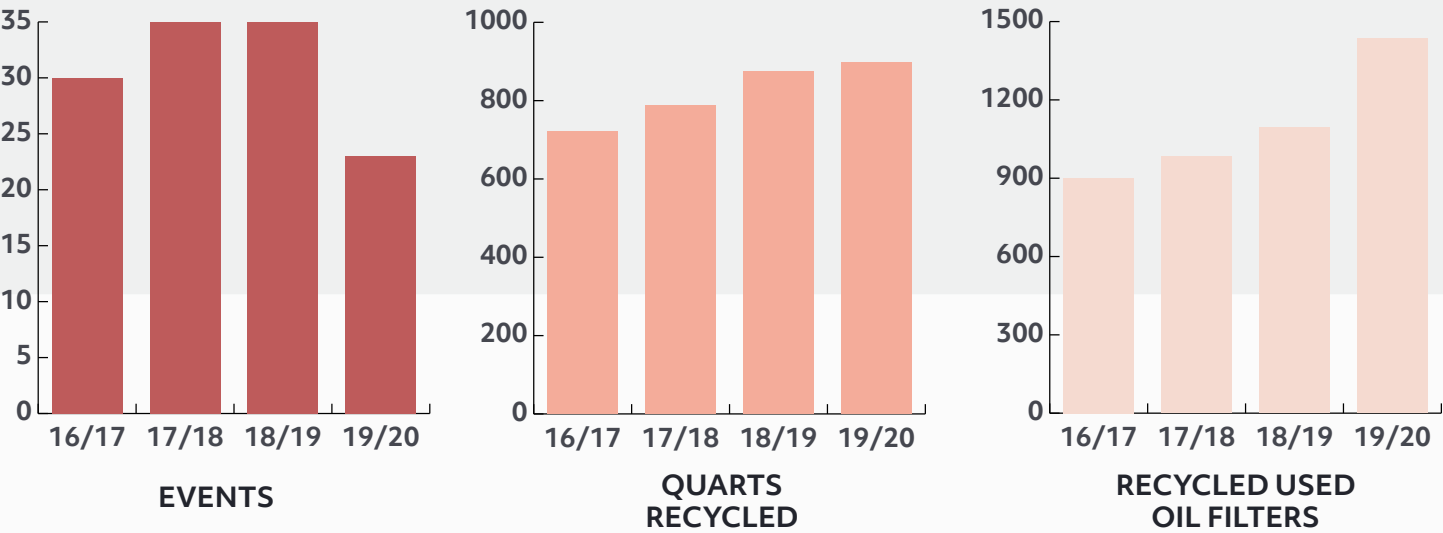
ELECTRIC: CITY OF EASTVALE WREP PROJECT

THROUGH WRCOG'S REGIONAL STREETLIGHT PROGRAM, the City of Eastvale retrofitted over 4,000 streetlights to LED technology. This will save over 180,000 kWh each year, which is enough to power the electric use of 22 homes). The City also received a \$413,918 rebate for project completion.



USED OIL RECYCLING

WRCOG'S USED OIL RECYCLING PROGRAM is designed to promote the proper recycling and disposal of used oil, oil filters, and Household Hazardous Waste (HHW) through events and community outreach activities.



WCE

WESTERN COMMUNITY ENERGY (WCE) is the Community Choice Aggregation (CCA) program that provides Western Riverside County a choice in the energy supply it receives and enables local control over rate setting and customer programs.



LAUNCH DATE:

APRIL 1, 2020



Norco



Perris



Wildomar

MAY 1, 2020



Eastvale



Hemet



Jurupa Valley

BENEFITS:

- **2% AVERAGE SAVINGS** ON UTILITY BILL:

\$6 MILLION

savings every year across participating jurisdictions!

- PROVIDES **LOCAL CONTROL**
- **ENABLES A CHOICE** IN ENERGY SUPPLY
- **CREATES OPPORTUNITY** TO DEVELOP TAILORED ELECTRIC PROGRAMS

COMMUNICATIONS

The Program has continued focused efforts to reach more members of the community through social media platforms. These efforts have reached over 500,000 community members via Facebook!

SOLID WASTE COMMITTEE

WRCOG'S SOLID WASTE COMMITTEE helps member jurisdictions achieve state mandated waste diversion goals and supports reduction strategies of Short-Lived Climate Pollutants in partnership with the California Department of Resources Recycling and Recovery.

WRCOG ASSISTANCE

EDUCATIONAL OPPORTUNITIES:

- Workshops
- Lunch-n-learns
- Special events

TECHNICAL ASSISTANCE:

- Grant applications
- Drafting ordinances
- Procurement policies
- Electronic annual reports

REDUCTION IN ORGANIC WASTE:

50% by 2020

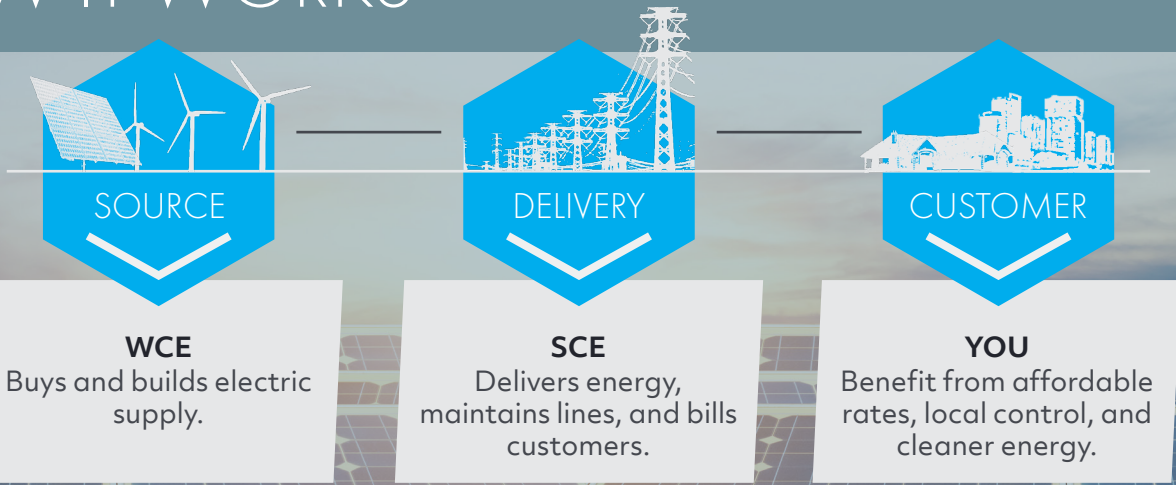
75% by 2025

NEW LEGISLATION

SENATE BILL (SB) 1383 established targets to achieve a 50% reduction in the statewide level of organic waste by 2020 and a 75% reduction by 2025. WRCOG's Solid Waste Cooperative is working to educate and equip members to strategize implementation and compliance with the new organic waste regulations.

OVER
95%
PARTICIPATION RATE

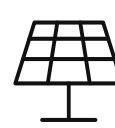
HOW IT WORKS



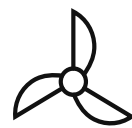
PACE

PROPERTY ASSESSED CLEAN ENERGY (PACE) Programs provide financing for energy efficient retrofits including energy efficiency, water conservation, and seismic strengthening to homes and businesses.

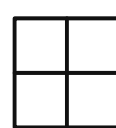
WHAT KIND OF PROJECTS CAN PACE FINANCING SUPPORT?



Solar Panels



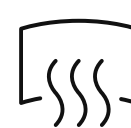
HVAC



Exterior Windows



Exterior Doors



Duct Replacement



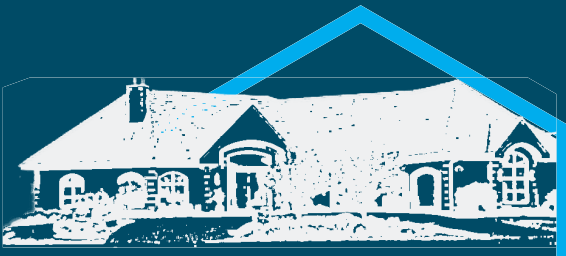
Water Efficiency Improvements

WHAT IS THE ENVIRONMENTAL IMPACT?

REDUCTION IN GREENHOUSE GAS EMISSIONS: 3,392,967 TONS

WATER SAVED:
7,892,967 TONS

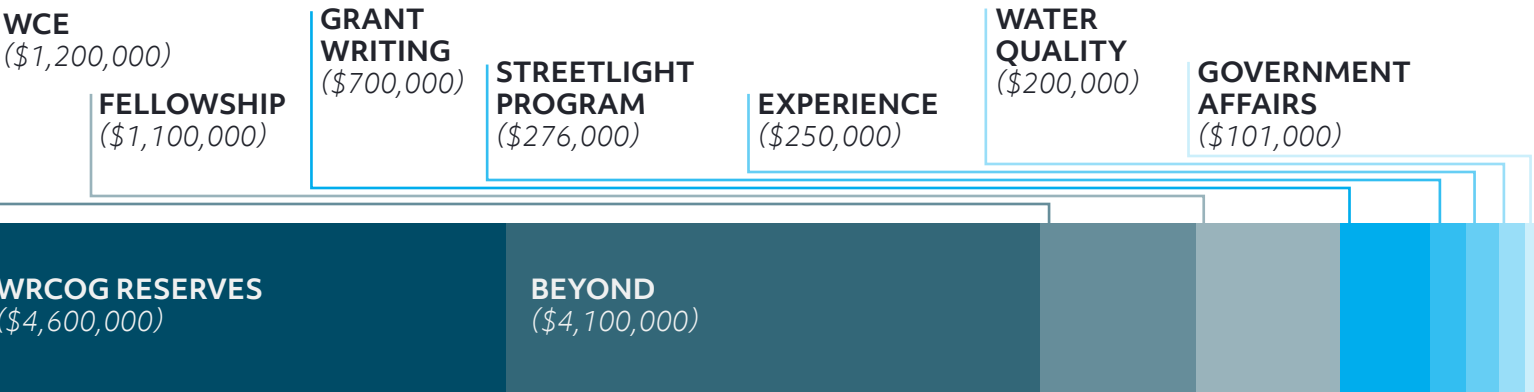
ENERGY SAVED:
12,787,603,505 KWH-E



This is enough energy saved to power
104,331
homes
for one year!

HOW DOES PACE REINVEST IN THE REGION?

OVER \$12.5 MILLION INVESTED INTO THE SUBREGION



RESIDENTIAL

CONSUMER PROTECTIONS THAT GO ABOVE AND BEYOND WHAT IS REQUIRED BY CALIFORNIA LAW

QUALITY ASSURANCE CALL
WRCOG staff calls to confirm terms twice with a property owner.

- WRCOG is the only bond issuer in the state that conducts this follow-up call.
- 100% contact rate with seniors!

PROJECT COMPLETION CALL
WRCOG Provider confirms with property owner that the improvements have been completed and they are satisfied.

ADDITIONAL SENIOR PROTECTIONS
WRCOG does not allow a PACE assessment when a reverse mortgage is present and seniors have an extended five-days to cancel.

RESIDENTIAL PROVIDERS:









COMMERCIAL

16 projects totaling
\$60,950,732
in value

FEATURED PROJECT:
CITY OF MURRIETA
\$1.24 MILLION PROJECT

- Seismic strengthening
- Energy efficient enhancements
- Solar improvements

COMMERCIAL PROVIDERS:









RCHCA

THE RIVERSIDE COUNTY HABITAT CONSERVATION AGENCY (RCHCA) is a Joint Powers Authority formed for the purpose of planning, acquiring, and managing habitat for the Stephens' Kangaroo Rat (SKR), listed as endangered under the Endangered Species Act. RCHCA works to demonstrate recovery of the species.



40,000 acres
of conserved habitat managed by RCHCA



GOALS & ACCOMPLISHMENTS

LEGISLATIVE ADVOCACY

- Staff works with leaders at the state and national level to reclassify SKR from endangered to threatened.

PUBLIC ACCESS PLAN

- Works to develop a trails plan to combine preservation of SKR habitat and outdoor recreational public access.

INNOVATIVE RESEARCH

- Created a Habitat Sustainability Model that identifies and prioritizes all potential SKR habitat
- Developed a Species Range-Wide Management and Monitoring Plan
- Worked to create the Collector Application, a program designed to centralize SKR monitoring data

EDUCATIONAL OUTREACH

- **12 YEARS** of educational services
- **10,000 STUDENTS** served throughout Western Riverside County



IN PARTNERSHIP WITH AMERICORPS NATIONAL CIVILIAN COMMUNITY CORPS (NCCC), the RCHCA formed the Riverside Communities Partnership Project (RCPP) to provide opportunities for community service volunteers to support various agencies and efforts throughout Western Riverside County.

- Promote environmental sustainability
- Support building affordable housing units
- Assist community recovery after natural or other disasters



RESILIENT IE

RESILIENT INLAND EMPIRE is a collaborative effort between WRCOG and the San Bernardino County Transportation Authority, which works to support regional and local efforts to prepare for and mitigate risks associated with climate adaptation and transportation infrastructure.

PHASE 1 KEY COMPONENTS

- ✓ Developed city-level evacuation maps
- ✓ Revised WRCOG's community vulnerability assessment to a comprehensive resource
- ✓ Created a regional climate adaptation and resiliency template general plan element
- ✓ Formed a climate resilient transportation infrastructure guidebook



\$683,000

\$410,000

Total Project Funding:
\$1,093,000



44 jurisdictions
included

UP NEXT... PHASE 2 KEY COMPONENTS

- ☐ Conduct risk assessments on a sample of vulnerable transportation assets
- ☐ Identify the needs of disadvantaged or vulnerable communities
- ☐ Engage regional transportation users
- ☐ Curate information to help jurisdictions better plan for project prioritization and investment

TIMELINE

SEPTEMBER 2018
Phase 1 Launch

FEBRUARY 2020
Phase 1 Complete

LATE 2020 - EARLY 2022
Community and Jurisdiction Engagement for Phase 2

FEBRUARY 2022
Phase 2 Complete

FELLOWSHIP

THE WRCOG PUBLIC SERVICE FELLOWSHIP aims to retain young talent emerging from local universities and encourages students to seek careers in local government by providing meaningful, hands-on experience in WRCOG member agencies.

To Date:

60 Fellows Trained

57,600
Hours of Service to
Member Jurisdictions

36
PROFESSIONAL
DEVELOPMENT
SESSIONS

TO FURTHER PREPARE FELLOWS
FOR THEIR CAREERS, WRCOG
hosts monthly sessions for training;
from resume writing to interviews
to networking, Fellows grow their
knowledge of professionalism.



FELLOW FEATURE

WHERE ARE THEY NOW?

2016-2017:

Kelly Lucia



HOST AGENCY: City of Calimesa
CURRENT ROLE: Planning Manager, City of Calimesa

2017-2018:

Sarah Rodriguez



HOST AGENCY: County of Riverside, District 3
CURRENT ROLE: Board Assistant to Supervisor Chuck
Washington, Riverside County Third District

2018-2019

Antonio Chavez



HOST AGENCY: City of Temecula
CURRENT ROLE: Office Specialist II in the Building & Safety
and Code Enforcement Department at the City of Menifee

2019-2020

Esaú Casmiro Vieyra



HOST AGENCY: County of Riverside Executive Office,
Homelessness Solutions
CURRENT ROLE: Researcher and Center Associate,
University of California, Riverside's Center for Social
Innovation

ATP

THE WRCOG ACTIVE TRANSPORTATION PLAN (ATP), adopted in 2018, is a roadmap to enhance the built environment for people to walk, bike, and/or use other non-motorized modes of transportation.



A FULLY IMPLEMENTED ATP WOULD RESULT IN:

500 miles of new active
transportation
infrastructure



56% of the population
served by new
regional facilities

155 public locations
connected within the
proposed network



50% of all WRCOG-
area households
without a vehicle
are connected

7 connections to
Metrolink stations in
Riverside County



109 schools served
within 1/4-mile
of the proposed
network

WRCOGCAST

THE WRCOGCAST is a tailored podcast for the region devoted to sharing stories and information about the agencies, people, and issues making a difference. Podcast topics have included WRCOG programs, partner organizations, regional leaders, pressing issues, and more!



40 episodes

posted to date, accessible on Spotify, Apple
Podcasts, Google Podcasts, and PodBean



Google Podcasts



PodBean

TOP 5 EPISODES

- The One About Homelessness
- The One about SoCalGas
- The One About SANDAG
- The One About Workforce Development
- The One About How (And Why) to Engage the Public

over 2,000
downloads



EDUCATION & EMERGING ISSUES

WRCOG FREQUENTLY PROVIDES EDUCATIONAL OPPORTUNITIES in areas of interest and emerging issues. In the last year, WRCOG partnered with an esteemed lineup of speakers to host various opportunities to equip to the subregion’s leaders and professionals with the resources needed to plan for the future.

- 40 WRCOGcasts to date
- 5 eCommunicator issues released
- 2 workshops hosted

- 14 Briefings released
- 3 Future Forward broadcasts

The Briefing is a weekly newsletter that helps members stay connected to WRCOG and other agency partners during the COVID-19 pandemic.



Future Forward is a monthly broadcast curating relevant content that will help equip the region to innovate through disruptive times.

FEATURED SPEAKERS

OVER THE COURSE OF THE YEAR, WRCOG had the opportunity to partner with esteemed individuals across a variety of programs.



Bill Higgins
Executive Director,
CALCOG



Hasan Ikhata
Executive Director,
SANDAG



Ashley Labosier
Executive Director,
Davenport
Institute for Public
Engagement & Civic
Leadership



Ron Loveridge
Former Mayor,
City of Riverside

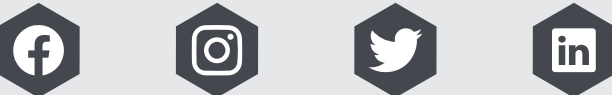


Dr. Mike Stull
Director, Inland
Empire Center for
Entrepreneurship



Dr. Judy White
Riverside County
Superintendent of
Schools

THROUGH WRCOG’S SOCIAL MEDIA CHANNELS, the Agency shares information on upcoming events, current issues, and Agency activities. Follow us to stay up to date!



ON THE HORIZON

LOOKING FORWARD TO THE YEAR AHEAD, WRCOG is excited to share a preview of a few projects and programs in the que that align with the Economic Development & Sustainability Framework.

CLIMATE ACTION PLAN

WRCOG IS UPDATING ITS SUBREGIONAL CLIMATE ACTION PLAN (CAP).

Through Caltrans grant funding, the update to the CAP will showcase the latest and best practices to help ensure the subregion complies with state legislation and greenhouse gas emission (GHG) targets through collaborative planning. The study will provide different strategies that jurisdictions can implement to reduce GHG emissions and improve overall health in the region.



A Healthy Western Riverside County

REGIONAL ENERGY NETWORK (REN)

IN COLLABORATION WITH THE COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS AND SAN BERNARDINO COUNCIL OF GOVERNMENTS, WRCOG is developing a Regional Energy Network (REN) that will provide opportunities to yield greater energy savings for all member agencies, residents and businesses across the two counties, while also engaging hard to reach communities and providing educational opportunities on energy efficiency programs.

The Goal: PROJECT SUPPORT, EDUCATION, SUSTAINABILITY, AND ACCESSIBILITY.



3390 UNIVERSITY AVENUE, SUITE 200
RIVERSIDE, CA 92501
(951) 405-6700
www.wrcog.us
@wrcog



Annual Report designed by Promeli Videoworks
www.promelivideoworks.com

