



Western Riverside Council of Governments Executive Committee

AGENDA

**Friday, June 22, 2018
10:00 a.m.**

**Morongo Casino Resort & Spa
49500 Seminole Drive
26th Floor, the Drum Room
Cabazon, CA 92230**

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

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

- 1. CALL TO ORDER / ROLL CALL (Chuck Washington, Chair)**
- 2. PLEDGE OF ALLEGIANCE**
- 3. PUBLIC COMMENTS**

At this time members of the public can address the Executive Committee regarding any items within the subject matter jurisdiction of the Executive Committee that are not separately listed on this agenda. Members of the public will have an opportunity to speak on 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 Executive Committee in writing and only pertinent points presented orally.

- 4. CONSENT CALENDAR**

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

Action items:

- A. Agency IT / AV Professional Services Agreement Andrew Ruiz P. 1**
- Requested Action:** 1. *Authorize the Executive Director to negotiate and enter into a Professional Services Agreement with TWINTEL Solutions, Inc., to provide Information Technology and Audio / Visual services in an amount not to exceed \$114,000 annually.*
- B. Environmental Department Activities Update Kyle Rodriguez P. 23**
- Requested Action:** 1. *Adopt Amended WRCOG Resolution Number 09-18; A Resolution of the Executive Committee of the Western Riverside Council of Governments to support Regional Application – Used Oil Payment Program – 9.*
- C. TUMF Administrative Plan – Credit for Monetary Contributions Christopher Gray P. 29**
- Requested Action:** 1. *Approve the TUMF Administrative Plan revision to include pre-construction activities as eligible expenses for developers to receive credit for monetary contributions to TUMF Network interchanges.*
- D. Regional Streetlight Program Activities Update Tyler Masters P. 37**
- Requested Action:** 1. *Authorize the Executive Director, subject to legal counsel review and approval, to enter into an Equipment Purchase Agreement with California Electric Supply for LED fixtures and equipment procurement in an amount not to exceed \$8,400,000.*
- E. Adoption of Salary Schedule to meet CalPERS Requirements Andrew Ruiz P. 59**
- Requested Actions:** 1. *Approve the Salary Schedule as to form.*
 2. *Utilize a Cost-of-Living Adjustment to provide for future annual adjustments of the Salary Schedule, using the Los Angeles / Long Beach / Anaheim demographics from the U.S. Department of Labor Bureau's website.*
- F. Approval of Professional Services Agreement with WSP USA to Provide Technical Support for the Riverside County Traffic Analysis Model Update Christopher Gray P. 65**
- Requested Action:** 1. *Approve the Professional Services Agreement between the Western Riverside Council of Governments and WSP USA to provide technical and advisory support for the update of the Riverside County Traffic Analysis Model in an amount not to exceed \$749,548.*

G. TUMF Zone Transportation Improvement Program Update **P. 99**

Requested Action: 1. Approve the 2018 5-Year Transportation Improvement Program for the Central and Southwest Zones.

H. CAPtivate 2.0 Grant Funding Resolution **P. 109**

Requested Action: 1. Adopt WRCOG Resolution Number 35-18; 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 CAPtivate 2.0: WRCOG Subregional Climate Action Plan Update Project.

5. REPORTS / DISCUSSION

A. Report from the League of California Cities **Erin Sasse, League of California Cities** **P. 145**

Requested Action: 1. Receive and file.

B. Report on Fiscal Year 2017/2018 Agency Activities **Rick Bishop, WRCOG** **P. 147**

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 WRCOG Executive Committee meetings.

8. GENERAL ANNOUNCEMENTS **Members**

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

9. NEXT MEETING: The next WRCOG Executive Committee meeting is scheduled for Monday, July 2, 2018, at 2:00 p.m., in the County of Riverside Administrative Center, 1st Floor Board Chambers.

10. ADJOURNMENT

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Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Agency IT / AV Professional Services Agreement

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

Date: June 22, 2018

***The purpose of this item is to** authorize WRCOG to enter into a Professional Services Agreement with TWINTEL Solutions, Inc., to provide IT and AV services for the Agency.*

Requested Action:

1. Authorize the Executive Director to negotiate and enter into a Professional Services Agreement with TWINTEL Solutions, Inc., to provide Information Technology and Audio / Visual services in an amount not to exceed \$114,000 annually.

Background

Prior to March of 2017, WRCOG utilized the services of an in-house Information Technology (IT) staff member on payroll; however, management determined that outsourcing IT services would be more cost-efficient and better meet Agency needs. After a period of one year, staff have determined that the Agency's needs include not only IT, but also Audio / Visual (AV), which the current contractor does not have the capacity to provide.

RFP Process

After determining WRCOG's needs, staff released a Request-for-Proposals (RFP) on March 1, 2018. Proposals from prospective firms were due on March 29, 2018. Six firms replied to the RFP. WRCOG formed a Review Committee, comprised of three WRCOG personnel and two outside individuals – one from Riverside County IT (RCIT), and the other from the Riverside County Transportation Commission (RCTC) – to review and interview the top three firms. On April 18, 2018, the Review Committee interviewed the top three firms. Each firm was invited to participate in a one-hour interview, which included an optional PowerPoint presentation. The Review Committee considered the following criteria for making a cost-effective decision: answers provided during the interview; price of bid; size and knowledge of the proposer's staff; customer service; and location of firm.

Based on the three interviews, the Review Committee determined that TWINTEL Solutions, Inc. would best meet the needs of WRCOG. TWINTEL's proposal includes all-inclusive services of both IT and AV in an amount not to exceed \$9,500 / month, or \$114,000 / annually.

Next Steps

If the Executive Committee authorizes the Professional Services Agreement (PSA) with TWINTEL, included as Attachment 1 to this Staff Report, the PSA would take effect as soon as it is fully executed. The existing IT Agreement expires on June 30, 2018.

Prior Action:

May 9, 2018:

The Administration & Finance Committee recommended that the Executive Committee authorize the Executive Director to negotiate and enter into a Professional Services Agreement with TWINTEL Solutions, Inc., as to form, to provide Information Technology and Audio / Visual services in an amount not to exceed \$114,000 annually.

Fiscal Impact:

The contract amount of \$114,000 is currently programmed in the Draft Fiscal Year 2018/2019 Agency Budget under the Administration Program's consulting line item.

Attachment:

1. Professional Services Agreement between WRCOG and TWINTEL Solutions, Inc.

Item 4.A

Agency IT / AV Professional Services Agreement

Attachment 1

Professional Services Agreement between WRCOG and TWINTEL Solutions, Inc.

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

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of June, 2018, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG") and TWINTEL Solutions, 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 information technology, digital media, voice over internet phones, audio / visual, 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 Information technology, digital media, voice over internet phones, audio / visual needs ("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 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 the date first specified here in to June 30, 2019, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

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

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

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the needs of WRCOG. 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 efficient and expeditious performance of the Services, 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 any specific needs of WRCOG.

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: **William Scogin**.

3.2.5 WRCOG's Representative. WRCOG hereby designates Rick Bishop Executive Director, 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 **William Scogin**, 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. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

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

(A) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) Bodily Injury and Property Damage; (2) Personal Injury/Advertising Injury; (3) Premises/Operations Liability; (4) Products/Completed Operations Liability; (5) Aggregate Limits that Apply per Project; (6) Explosion, Collapse and Underground (UCX) exclusion deleted; (7) Contractual Liability with respect to this Agreement; (8) Broad Form Property Damage; and (9) Independent Consultants Coverage.

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

(iii) The policy shall give WRCOG, its directors, officials, officers, employees, 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 lifesaving 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 a monthly fee of Nine Thousand Five Hundred Dollars (\$9,500) for all Services rendered under this Agreement under the terms set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Hundred Fourteen Thousand (\$114,000)** 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 discounted rate of Ninety-Five Dollars (\$95) as set forth in Exhibit "B".

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: TWINTEL Solutions, Inc.
12635 Hoover Street
Garden Grove, CA 92841
Attn: William Scogin

WRCOG: Western Riverside Council of Governments
3390 University Avenue, Suite 450
Riverside, CA 92501
Attn: Rick Bishop

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.

**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

TWINTEL Solutions, Inc.

By: _____
Rick Bishop
Executive Director

By: _____
William Scogin
Chief Information Officer

APPROVED AS TO FORM:

ATTEST:

By: _____
General Counsel
Best Best & Krieger, LLP

By: _____
Its:

EXHIBIT "A"
SCOPE OF SERVICES

TWINTEL Solutions, Inc. ("TWINTEL") shall provide WRCOG with the following Managed IT Services:

- Strategic Planning and Implementation: Maximize technology investments to help your organization through increased productivity and efficiency
- Proactive Support: Detailed infrastructure performance reports, asset inventory reports, and end-user reports
- Cost Effective and Predictable Budgets: Unlimited access to purchasing support, end user training, 3rd party vendor management, resource and up to date information about latest technology trends.

TWINTEL shall provide WRCOG with the following Network Management Services:

- Maximize and Improve network performance, efficiency and effectiveness
- Decrease and eliminate episodes of network downtime and data loss
- Gain access to unlimited proactive monitoring and management of your network to improve stability
- Protect against network security breaches
- Increase responsiveness for problem monitoring and reporting across your network to improve stability
- Real-time hardware and software inventory. You will know exactly what equipment and software had been installed
- 3rd party vendor management VPN management
- Multi-Office Connectivity Support
- ISP Management, Router Management, Anti-Virus Management, Firewall Management, VPN Management

TWINTEL shall provide WRCOG with the following Server Monitoring & Management Key Benefits:

- Proactive remote maintenance and management of anti-virus, security patches, and updates to protect and safeguard against downtime, security breaches and lost data
- Increase confidence in your on premise, cloud, and network infrastructure
- Gain unlimited access to 24 x 7 server monitoring and management to ensure continual server uptime.
- Support in the following areas: Unlimited Phone Support, Unlimited Remote-Control Support, Service Availability Monitoring, Remote After-Hours Emergency Support, Unlimited On-Site Support
- Maintenance in the following areas: Microsoft Patch Management Event Log Monitoring Log File Maintenance Drive Space Monitoring Printer Setting Management
- Security in the following areas: User Account Administrator, File Sharing Permission Administration, Security Administrator Anti-Virus, Management

TWINTEL shall provide WRCOG with the following End-User Workstation Management Services:

- Unlimited access to friendly knowledgeable and dedicated engineers who are available to assist your team night and day at any location
- Maximize end-user efficiency, productivity
- Empower end-users and increase technology confidence
- Decrease problem resolution time and overall technology frustrations
- Optimize desktop performance with regular maintenance and monitoring
- Ensure predictable and transparent IT support costs as your organization grows and changes
- Enable Key IT Personnel to focus on strategic projects instead of computer issues.

TWINTEL shall provide WRCOG with the following CTO Services:

- Current technology assessment
- Business objective meetings
- Backup review
- Quarterly external security scan and review
- Annual deep dive security review
- Business continuity plan
- Hardware Lifecycle review

TWINTEL shall provide WRCOG with the following Audio/Visual/Electrical/ Cabling Services:

- Planning, design and installation for all your company's technical needs. There is no need to coordinate vendors that's our job and we do it well
- Fully licensed, insured and our technicians are trained in-house and industry certified.
- Design and build cabling infrastructures that support voice, data, video and multimedia systems. We are a single source solution for all your organization network infrastructure needs. We will help you evaluate, design and install the correct cabling system to support your current and future needs.
- Capability of handling all your Commercial Electrical needs.

TWINTEL shall provide the following detailed and itemized pricing for project/remediation services:

- IT Assessment
 - o Complete network assessment - Includes granular report on network status based on security, performance, recoverability, manageability and asset details.
- Network Remediation
 - o Optimize workstations, servers, and networking device
 - o Optimize Wireless Access Points if needed
 - o Optimize UPS Power Backup System Optimize Backup Disaster Recovery Solution
 - o Create/Maintain Network Documentation
- Security Enhancements
 - o Optimize workstations, servers, and networking device
 - o Install Business grade firewall routers at main locations and configure VPN is needed
 - o Optimize organizational systems to an Active directory domain
 - o Configure wireless access points with latest security protocols
 - o Deploy Antivirus, Malware, and Crypto prevention on all systems as needed

- Added Features
 - o Configure Remote VPNs as needed
 - o Develop and implement comprehensive disaster recovery plan and solution
- Hardware and Software
 - o Monthly Onsite / Offsite Backup Disaster Recovery + BDR Appliance Anti-Virus software licensing and Asset Management

TWINTEL shall provide the following Managed IT Service Inclusions:

Total Care - Support, Maintenance, and Monitoring for Workstations	Total Care - Support, Maintenance, and Monitoring for Servers	Total Care - Support, Maintenance, and Monitoring for Networks
<i>Support</i> Remote Support Onsite Support Phone Support Microsoft Office Products Adobe Products Other Line of Business Applications PDF Conversion Tools Peripheral Device Support (Printers, Scanners, etc.) Hardware Support <i>Maintenance</i> ☑ Microsoft Patch Management ☑ 3rd Party Patch Management ☑ Scheduled Temporary File Deletions ☑ Malware Detection and Deletion Software Hardware Tracking/Inventory ☑ Virus Definition Updates and Prevention ☑ Printer Health Management <i>Monitoring</i> ☑ Drive Space Monitoring ☑ Backup Monitoring ☑ Spam Filtering ☑ Anti-Virus Monitoring Malware ☑ Monitoring Memory/Process ☑ Monitoring Health and Security ☑ Monitoring	<i>Support</i> Remote Support Onsite Support Phone Support Hardware Support MS Office 365 Email Support for email/sync with Office 365 Accounting Software – Network Support GIS Information System Network Support <i>Maintenance</i> User Account Administration File Sharing Permission Administration Security Administration Microsoft Patch Management 3rd Party Patch Management Malware Detection and Deletion Virus Definition Updates and Prevention SPAM Filtering <i>Monitoring</i> Event Log Monitoring Log File Monitoring Drive Space Monitoring Backup Monitoring Spam Filtering Anti-Virus Monitoring Malware Monitoring Memory/Process Monitoring Health and Security Monitoring	<i>Support</i> Remote Support Onsite Support Phone Support Hardware Support <i>Maintenance</i> ISP Management Switch Management Router/Firewall Management VPN Management <i>Monitoring</i> Router Intrusion Monitoring Switch Monitoring Bandwidth Monitoring Health and Security Monitoring
Phone System Support ☑ Network Support for 8x8 VoIP ☑ 8x8 Vendor Management	Audio-Visual Support Support for Video, Sound, Streaming, Conferencing Onsite Support as needed	Other Services <i>CTO Services</i> 2 Onsite Visits Per Week IT Assessments Quarterly Service Reviews Hardware Lifecycle Reviews Business Continuity Planning Annual Planning/Budgeting <i>IT Reporting and Administration</i> Service Ticket Status Asset Inventory Project Status Updates Network Health Reporting Purchasing Support 3rd Party IT Vendor Management and Vetting

EXHIBIT "B" COMPENSATION

Detailed and Itemized Pricing: Summary of Flat – Fee Pricing

Your Flat- Monthly fee is \$9500/month and will include:

Managed IT Services [Page 13]

- ☒ Total Care for **50 – 60** Workstations
- ☒ Total Care for **10 – 15** Tablets
- ☒ Total Care for **1** Network Location
- ☒ Total Care for **1 – 2** Servers
- ☒ Audio Visual Support
- ☒ Phone System support
- ☒ CTO Services
- ☒ IT Reporting and IT Administration

Project and Network Remediation [Page 14]

- ☒ IT Assessment
- ☒ Network Remediation/Optimization
- ☒ Security Enhancements
- ☒ Added Features

Hardware and Software (Page 14)

- ☒ Monthly Onsite / Offsite Backup Disaster Recovery + BDR Appliance
- ☒ Anti-Virus software licensing and Asset Management

Pricing for adding units beyond allotted counts specified

- ☒ \$49.95/month per additional workstation (desktop or laptop)
- ☒ \$19.95/month per additional tablet
- ☒ \$299.95/month per additional server (physical or virtual)
- ☒ \$499.95/month per additional location and/or network

Detailed and Itemized Pricing: Service Exclusions

Unless otherwise indicated within *page 13 – Managed IT Services*, *page 14 – Project / Remediation*, or on *page 15 – summary of flat fee pricing*; costs may be quoted separately.

Important:

TWINTTEL will always gain approval for any charges outside of the flat-fee agreement prior to commencing with the effort.

No surprise billing. Ever.

Further, TWINTTEL encourages the Flat-Fee Model; so, hardware or software that requires regular support should be added to flat fee billing model where feasible. If new software or hardware will be introduced and require regular support; please inquire with us.

The following items may be quoted separately at a discounted rate of \$95/hour

- ☒ Equipment, Materials, or 3rd party (non-TWINTTEL) recurring subscriptions of any kind
- ☒ Labor or materials used for non-managed workstations, non-managed servers, non-managed networks
- ☒ Labor or materials used for software not included within managed IT agreement
- ☒ Labor or materials used for structured cabling of any kind
- ☒ Labor or materials used for construction related work such as mounting or furniture assembling
- ☒ Labor or materials used for installation of new servers or virtual servers machine
- ☒ Labor or materials used for installation of new software on server or virtual server machine
- ☒ Labor or materials used for relocation of equipment within same building or new office building
- ☒ Labor or materials used for installing additional client workstations
- ☒ Labor or materials used for non-managed phone systems
- ☒ Labor or materials used for publication design, website design, or software programing of any kind
- ☒ Labor or materials used for new projects
- ☒ Labor or materials used while providing support for a client's personal or home (non-work place), device, software, server, network, of a client.
- ☒ Labor or materials used for mobile phone support that is not related to Office365, Google Business, Exchange Server, POP, or IMAP
- ☒ Labor or materials used for training end-users on the use of software.



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Environmental Department Activities Update

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

Date: June 22, 2018

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

Requested Action:

1. Adopt Amended WRCOG Resolution Number 09-18; A Resolution of the Executive Committee of the Western Riverside Council of Governments to support Regional Application – Used Oil Payment Program – 9.

WRCOG's Solid Waste Program assists member jurisdictions with addressing state mandates, specifically Assembly Bill (AB) 341 (2012), which requires a business that generates four cubic yards or more of commercial solid waste per week to arrange for recycling services. Each year, a jurisdiction must file an Electronic Annual Report (EAR) with CalRecycle on the jurisdiction's achievements in meeting and maintaining the diversion requirements. The Solid Waste Program also has a Regional Used Oil component designed to assist member jurisdictions in educating and promoting the proper recycling and disposal of used oil, oil filters, and Household Hazardous Waste (HHW).

Application for OPP 9: On May 24, 2018, CalRecycle opened applications for the Oil Payment Program (OPP) Cycle 9. OPP funds allow WRCOG to host used oil recycling events, oil filter exchanges, and more. On May 7, 2018, the Executive Committee adopted Resolution 09-18, authorizing WRCOG to submit an OPP 9 application on behalf of itself and the Cities of Banning, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Murrieta, Norco, Perris, San Jacinto, Temecula, and Wildomar. Since that time, the City of Riverside has asked to participate in OPP 9, which requires the Executive Committee to amend the original Resolution. The Amended Resolution is included as Attachment 1 to this Staff Report.

If the Amended Resolution is approved, the OPP 9 application will be submitted on June 28, 2018, and will include 16 cities.

Prior Action:

May 7, 2018: The Executive Committee adopted WRCOG Resolution Number 09-18; A Resolution of the Executive Committee of the Western Riverside Council of Governments to support Regional Application – Used Oil Payment Program – 9.

Fiscal Impact:

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

Attachment:

1. Amended Resolution Number 09-18; A Resolution of the Executive Committee of the Western Riverside Council of Governments to support Regional Application – Used Oil Payment Program – 9.

Item 4.B

Environmental Department Activities Update

Attachment 1

Amended WRCOG Resolution
Number 09-18; A Resolution of the
Executive Committee of the Western
Riverside Council of Governments to
support Regional Application – Used
Oil Payment Program – 9

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AMENDED RESOLUTION NUMBER 09-18

A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS TO SUPPORT REGIONAL APPLICATION – USED OIL PAYMENT PROGRAM – 9

WHEREAS, pursuant to Public Resource Code § 48690, the Department of Resources Recycling and Recovery (CalRecycle) has established the Used Oil Payment Program – 9 to make payments to qualifying jurisdictions for implementation of their used oil programs; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the Used Oil Payment Program – 9; and

WHEREAS, the Used Oil Payment Program – 9 allows regional participation; and

WHEREAS, CalRecycle procedures for administering the Used Oil Payment Program – 9 require, among other things, a regional applicant's governing body to declare by Resolution certain authorizations related to the administration of the Used Oil Payment Program – 9; and

WHEREAS, on May 7, 2018, the Executive Committee adopted Resolution Number 09-18 which to support Regional Application – Used Oil Payment Program - 9; and

WHEREAS, since that time, the City of Riverside has asked to be a part of OPP 9; and

WHEREAS, this Amended Resolution has been presented to the Executive Committee to include the City of Riverside in Amended Resolution Number 09-18.

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

The Western Riverside Council of Governments hereby authorizes the submittal of a regional application on behalf of itself and the Cities of Banning, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Murrieta, Norco, Perris, Riverside, San Jacinto, Temecula, and Wildomar to CalRecycle for a Local Government Used Oil Payment Program – 9.

BE IT FURTHER RESOLVED that the Executive Director, or his/her designee, is hereby authorized and empowered to execute in the name of the Western Riverside Council of Governments, all grant documents, including but not limited to, applications, agreements, annual reports including expenditure reports and amendments necessary to secure said payments to support the Used Oil Payment Program – 9; and

BE IT FURTHER RESOLVED that this authorization is effective until rescinded by the Executive Committee of the Western Riverside Council of Governments.

PASSED AND ADOPTED by the Executive Committee of the Western Riverside Council of Governments on June 22, 2018.

Chuck Washington, Chair
WRCOG Executive Committee

Rick Bishop, Secretary
WRCOG Executive Committee

Approved as to form:

Steven DeBaun
WRCOG Legal Counsel

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



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: TUMF Administrative Plan – Credit for Monetary Contributions

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

Date: June 22, 2018

The purpose of this item is to present a potential update to the TUMF Administrative Plan, which would provide a TUMF credit to developers for monetary contributions to the soft costs of regional transportation improvements.

Requested Action:

1. *Approve the TUMF Administrative Plan revision to include pre-construction activities as eligible expenses for developers to receive credit for monetary contributions to TUMF Network interchanges.*

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

The Administrative Plan serves as the governance document for the TUMF Program and outlines various roles and responsibilities for WRCOG, the Riverside County Transportation Commission, member agencies, and other parties involved in the TUMF Program. The Administrative Plan dates back to 2003 and was last updated in late 2016.

TUMF Administrative Plan

In December 2016, the Executive Committee approved a revision to the TUMF Administrative Plan to include an option for a developer to receive TUMF credit for monetary contributions to the construction phase of a regional TUMF facility. Under the previous language of the TUMF Administrative Plan, a developer could only receive TUMF credit by funding the construction phase. Since interchange improvements are completed with the oversight of Caltrans, member agencies are required to be the lead agency for awarding any contract. Therefore, the TUMF administrative Plan was updated in late 2016 to include a provision for a developer to receive TUMF credit for monetary contributions to the construction phase of a regional TUMF facility. This provision was employed for the first time for the construction of the I-15 / Cajalco interchange in the City of Corona.

Staff has received a request from one member agency to revise the language in the TUMF Administrative Plan to allow a developer to also receive TUMF credit for monetary contributions to pre-construction phase activities including the Project Study Report (PSR), Project Approval and Environmental Document (PA&ED), the Plan, and Specification & Estimate (PS&E). The TUMF Administrative Plan already allows for these documents to be prepared under credit agreements.

Staff, in consultation with legal counsel, has reviewed the city's request and determined that there are no significant legal constraints to revising the TUMF Administrative Plan with this language. It should be noted that the monetary contributions from developers are not TUMF prepayments, but payments for TUMF project eligible expenses that are verified to generate credit against TUMF obligations of development projects. As with all TUMF Credit Agreements, work completed on TUMF facilities must be completed and approved for actual credit to be issued.

Staff's interpretation is that this option should only be applicable to certain TUMF facilities to avoid any misuse of the provision; therefore staff is recommending that the option be limited to pre-construction phase activities for interchanges in the TUMF Network. This limitation to interchanges ensures that there is oversight of the progress of projects by the member agency and by Caltrans. Attachment 1 of this Staff Report includes the proposed revisions to the TUMF Administrative Plan.

On June 14, 2018, the Public Works Committee approved the revision to the TUMF Administrative Plan to include pre-construction activities as eligible expenses for developers to receive credit for monetary contributions to TUMF Network interchanges.

Prior Action:

November 10, 2016: The Public Works Committee approved the TUMF Administrative Plan revision to include an additional process in which developers receive credit against TUMF obligations.

Fiscal Impact:

The RIVTAM update is included in the Agency's adopted Fiscal Year 2017/2018 Budget under the Transportation Department.

Attachment:

1. Proposed TUMF Administrative Plan Revision – Credit for Monetary Contributions.

Item 4.C

TUMF Administrative Plan – Credit
for Monetary Contributions

Attachment 1

Proposed TUMF Administrative Plan
Revision – Credit for Monetary
Contributions

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WRCOG TUMF Credit/Reimbursement Manual

4.3 Credit for Monetary Contributions

For monetary contributions from developers to fund improvements, developers are entitled to a TUMF credit up to 100% of the TUMF obligation, not to exceed the maximum TUMF share as identified in the TUMF Nexus Study.

Provisions for Monetary Contributions

The following provisions apply to the public agency responsible for the monetary contribution:

- The public agency shall be responsible for ~~construction~~ ^{implementation} of the improvement for which funding is provided by the developer;
- Improvements for which funding is provided shall not be eligible for TUMF Program prioritization or funding;
- In the event that not all funds contributed by a developer are spent within 3-years of contribution, the public agency shall remit any unspent funds received from the developer to WRCOG. The 3-year term may be extended by action of the WRCOG Executive Committee upon request of the public agency.

The following are the steps to obtain TUMF Credits for Monetary Contributions:

Step 1. Determine if Monetary Contribution Qualifies for TUMF Credits

The public agency shall confirm that the improvement is identified in the TUMF Nexus Study. A developer may receive TUMF credit for monetary contributions funding one of the following types of improvements:

- ~~A Regionally Significant Transportation Improvement, defined as those facilities that typically propose to have six lanes at build-out and extend between multiple jurisdictions, or a discrete useable segment thereof, as determined by WRCOG;~~
- Any Type 1, 2, or 3 interchange on an interstate or state highway. ^{Any Type 1, 2, or 3 interchange includes all phases of the project, including any pre-construction activities (PSR/PDS, PA&ED, PS&E, ROW).}
- ~~Any railroad crossing with an estimated construction cost of more than \$10,000,000; and~~
- ~~Any bridge located on a regionally significant arterial, defined as those facilities that typically propose to have six lanes at build-out and extend multiple jurisdictions, or a discrete useable segment thereof, as determined by WRCOG.~~

STEP 1

Confirm Monetary Contribution Qualifies for TUMF Credits





WRCOG TUMF Credit/Reimbursement Manual

Step 2. Binding Agreement with Public Agency

The developer is required to enter into a Binding Agreement for Monetary Contributions with the public agency obligating the developer to provide the funding and to be eligible to receive TUMF Credits.

STEP 2

Developer and Public Agency enters into a Binding Agreement obligating the Developer to provide the funding

Required Documents

- ☐ Binding Agreement Document

Step 3. Binding Agreement Submittal to WRCOG

The public agency shall submit the executed Binding Agreement to WRCOG for approval in accordance to the following:

- Binding agreements shall be submitted electronically to WRCOG.
- Binding agreements shall be submitted to the following WRCOG staff email address: **Daniel Ramirez-Cornejo**, dcomejo@wrcog.us
- A notice will be sent from WRCOG confirming receipt.

STEP 3

Public Agency submits Binding Agreement to WRCOG for Review

Step 4. Review by WRCOG

Upon receipt of a Binding Agreement, WRCOG will review and provide a written notification to the public agency within stating:

- a. Approved: The agreement complies with the TUMF Program; or
- b. Denied: The agreement does not comply with the TUMF Program. WRCOG will provide reasons agreement does not comply.

Denied Credit Agreement

In the event WRCOG denies the binding agreement, the public agency may revise and resubmit the binding agreement for approval.

STEP 4

WRCOG reviews the Binding Agreement and provides notice of review status

Step 5. Memorandum of Understanding (MOU) with WRCOG

The public agency shall enter a MOU with WRCOG and provide information, as requested by WRCOG, to account for the credit and provide an explanation of why the improvement to be funded with the monetary contribution cannot be constructed by the developer.

STEP 5

Public Agency enters into a Memorandum of Understanding (MOU) with WRCOG



WRCOG TUMF Credit/Reimbursement Manual

Step 6. Approval from WRCOG Executive Director

Upon receipt of the MOU, the WRCOG Executive Director will review and provide a written approval of the MOU. The Executive Director is encouraged to consult with the WRCOG Public Works Committee before approving the award of credit.

In the event the WRCOG Executive Director rejects the MOU, the public agency may revise and resubmit for approval.

Step 7. Public Agency to Grant Credits

Upon approval of the MOU, the public agency will award the ~~construction~~ contract for the TUMF improvement ~~phase~~ for which the funding is contributed. Credit will only be granted to a developer after the public agency has awarded a ~~construct~~ contract for the improvement ~~phase~~ for which the funding is contributed has been awarded. Credits will be granted to the developer after the ~~construction~~ contract has been awarded and TUMF eligible expenses are incurred and verified by a member agency.

STEP 6

WRCOG Executive Director reviews the MOU and provides notice of review status



STEP 7

Public Agency awards a ~~construction~~ contract for the funded TUMF Improvement and grants the TUMF credits to the Developer.

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Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Regional Streetlight Program Activities Update

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

Date: June 22, 2018

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

Requested Action:

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

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

Background

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

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

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

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

After conducting two rounds of proposal evaluations, on December 21, 2017, and February 26, 2018, the Evaluation Committee – comprised of WRCOG's financial advisors (PFM), O&M contractor (Siemens), and nine (out of 11) participating jurisdictions – recommended California Electric Supply, a local vendor, to provide the proposed product, General Electric (GE) LED fixtures, to all interested jurisdictions participating in the Program. Following the technical analysis and regional assessment of all proposals by the Evaluation₃₇

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

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

On June 13, 2018, the Administration & Finance Committee approved the recommendation that the Executive Committee authorize the Executive Director, subject to legal counsel review and approval, to enter into an Equipment Purchase Agreement with California Electric Supply for LED fixtures and equipment procurement in an amount not to exceed \$8,400,000.

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

The total contract amount for the purchase of LED lighting fixtures for nearly 55,000 streetlights in Western Riverside County is not-to-exceed \$8,400,000. This contract equates to roughly \$153.33 per pole retrofit. Each jurisdiction's project costs will be held in a separate bank account for payment to the lighting distributor. For those jurisdictions which will be utilizing program financing, the appropriate disbursement will be made from that jurisdiction's approved financing. The not-to-exceed amount represents the costs of all 11 jurisdictions participating in the retrofit of their existing lights to LED.

Prior Actions:

June 13, 2018: The Administration & Finance Committee recommended that the Executive Committee authorize the Executive Director, subject to legal counsel review and approval, to enter into an Equipment Purchase Agreement with California Electric Supply for LED fixtures and equipment procurement in an amount not to exceed \$8,400,000.

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

Fiscal Impact:

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

Attachment:

1. Draft Equipment Purchase Agreement with California Electric Supply.

Item 4.D

Regional Streetlight Program
Activities Update

Attachment 1

Draft Equipment Purchase
Agreement with California Electric
Supply

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WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS EQUIPMENT PURCHASE AGREEMENT

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

Section 1. DEFINITIONS AND INCORPORATED DOCUMENTS.

A. Definitions.

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

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

B. Incorporated Documents.

1. The Request for Quotation No. 17-09 (“RFQ”) issued by WRCOG on September 21, 2017 and the CONTRACTOR’s response to the RFQ dated December 21, 2017 are incorporated herein by this reference.
2. Appendices and Exhibits. Each Member Agency shall execute its own Appendix, which shall cover the following for that Member Agency: Equipment Specifications (Exhibit A), Delivery Schedule (Exhibit B), and Fee Schedule (Exhibit C). The following

Appendices, including their Exhibits, are attached hereto and incorporated herein by this reference:

- Appendix 1 – City of Eastvale
- Appendix 2 – City of Hemet
- Appendix 3 – Jurupa Community Services District
- Appendix 4 – City of Lake Elsinore
- Appendix 5 – City of Menifee
- Appendix 6 – City of Moreno Valley
- Appendix 7 – City of Murrieta
- Appendix 8 – City of Perris
- Appendix 9 – City of San Jacinto
- Appendix 10 – City of Temecula
- Appendix 11 – City of Wildomar

Section 2. MATERIALS AND WORKMANSHIP.

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

Section 3. INSPECTIONS AND TESTS.

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

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

Section 4. WARRANTY.

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

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

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

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

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

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

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

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

Section 5. PRICES.

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

Section 6. CHANGES.

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

Section 7. PAYMENTS.

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

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

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

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

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

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

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

Section 8. SCHEDULE FOR DELIVERY.

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

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

C. In the event that the schedule for delivery for any Member Agency's Equipment as identified in Exhibit "B" to any Appendix is delayed, for any reason whatsoever including through the fault of WRCOG or the Member Agency, the delay shall not be used as a reason for delay on the part of the Contractor in meeting the schedule for delivery for any other Member Agency's Equipment.

Section 9. TAXES.

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

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

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

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

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

Section 10. INDEPENDENT CONTRACTOR.

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

Section 11. SUBCONTRACTS.

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

Section 12. TITLE AND RISK OF LOSS.

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

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

Section 13. INDEMNIFICATION.

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

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

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

Section 14. INSURANCE.

A. General. Contractor shall take out and maintain:

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

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

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

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

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

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

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

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

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

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

Section 15. LIENS.

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

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

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

Section 16. TERMINATION OF AGREEMENT BY WRCOG.

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

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

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

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

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

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

Section 17. MISCELLANEOUS PROVISIONS.

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

WRCOG:

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

CONTRACTOR:

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

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

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

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

D. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties, subject to prior written approval from any affected Member Agency.

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

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

G. Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

H. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties with the exception of the Member Agencies, which are expressly considered to be third party beneficiaries and are entitled to enforce any and all rights and remedies held by the Member Agency itself or by WRCOG under this Agreement.

I. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

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

**WESTERN RIVERSIDE COUNCIL OF
GOVERNMENTS**

Approved By:

Rick Bishop
Executive Director

Date

Approved As To Form:

General Counsel

California Electric Supply

Signature

Name

Title

Date

APPENDIX #

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

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

1. Defined Terms. All terms used herein have the meanings ascribed to them in the Equipment Purchase Agreement (“Agreement”) between WRCOG and Contractor dated with the exception of the term Member Agency, which for the purposes of this Appendix # will refer to *****MEMBER AGENCY NAME***** only.

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

3. Member Agency Exhibits. The Parties hereby agree that the Equipment Specifications, Delivery Schedule, and Fee Schedule for the Agreement as it relates to Member Agency are defined specifically in Exhibits A, B, and C, attached hereto and incorporated herein by this reference.

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

WRCOG

By: _____
[Insert Name, Insert Title]

APPROVED AS TO FORM:

By: _____
General Counsel

Contractor

By: _____
[Insert Name, Insert Title]

By: _____
[Insert Name, Insert Title]

Member Agency

By: _____
[Insert Name, Insert Title]

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT “A”
EQUIPMENT SPECIFICATIONS

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

EXHIBIT “B”
DELIVERY SCHEDULE

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

EXHIBIT "C"
FEE SCHEDULE

PRODUCT PRICING SHEET

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

XX = optical designation

GE optical A3, B3, C3, D3 = same price

30 = 3000K/27 = 2700K All same price

Tax rate added to fixture is 8.75% ***

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

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

***Tax rate subject to change per jurisdiction.

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Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Adoption of Salary Schedule to meet CalPERS Requirements

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

Date: June 22, 2018

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

Requested Actions:

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

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

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

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

Staff is also recommending to utilize COLA to provide for future annual adjustments to the salary schedule.

Prior Action:

June 13, 2018: The Administration & Finance Committee 1) recommended that the Executive Committee approve the Salary Schedule as to form; 2) utilized a Cost-of-Living Adjustment to provide for future annual adjustments of the Salary Schedule, using the Los Angeles / Long Beach / Anaheim demographics from the U.S. Department of Labor Bureau's website.

Fiscal Impact:

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

Attachment:

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

Item 4.E

Adoption of Salary Schedule to meet
CalPERS Requirements

Attachment 1

Proposed Salary schedule as of
July 1, 2018

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

<u>CLASSIFICATION</u>	<u>ANNUAL SALARY RANGE</u>	
	<u>Bottom</u>	<u>Top</u>
Deputy Executive Director*	\$ 109,720	\$ 206,898
Chief Financial Officer*	107,482	202,673
Director*	107,482	202,673
Program Manager*	65,458	123,427
Administrative Services Manager*	65,458	123,427
Senior Analyst / Executive Assistant II**	46,446	87,589
Staff Analyst / Executive Assistant I**	42,162	83,450
Administrative Assistant / Staff Technician I**	31,096	58,635
Intern**	26,000	31,200
	<u>Annual Salary</u>	
Executive Director*	\$	264,513

*Salaried Position

**Hourly Position

Employees are paid bi-weekly

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Western Riverside Council of Governments Executive Committee

Staff Report

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

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

Date: June 22, 2018

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

Requested Action:

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

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

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

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

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

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

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

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

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

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

Schedule of Payment: RCTC has agreed to provide \$200,000 in funding, which is anticipated to arrive during the 2019 and the 2020 Fiscal Years. Riverside County has agreed to provide \$25,000 on an annual basis, with the first payment already submitted to WRCOG during the 2018 Fiscal Year. CVAG has committed to a total payment of \$25,000, which will be provided during the 2019 and 2020 Fiscal Years.

Prior Actions:

June 13, 2018: The Administration & Finance Committee recommended that the Executive Committee approve the Professional Services Agreement between the Western Riverside Council of Governments and WSP USA to provide technical and advisory support for the update of the Riverside County Traffic Analysis Model in an amount not to exceed \$749,548.

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

Fiscal Impact:

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

Attachment:

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

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Item 4.F

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

Attachment 1

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

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

1. Parties and Date.

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

2. Recitals.

2.1 Consultant.

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

2.2 Project.

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

3. Terms.

3.1 Scope of Services and Term.

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

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

3.2 Responsibilities of Consultant.

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

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

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

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

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

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

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

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

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

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

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

3.2.10 Insurance.

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

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

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

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

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

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

(A) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) Bodily Injury and Property Damage; (2) Personal Injury/Advertising Injury; (3) Premises/Operations Liability; (4) Products/Completed Operations Liability; (5) Aggregate Limits that Apply per Project; (6) Explosion, Collapse and Underground (UCX) exclusion deleted; (7) Contractual Liability with respect to this Agreement; (8) Broad Form Property Damage; and (9) Independent Consultants Coverage.

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

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

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

(B) Automobile Liability.

(i) The automobile liability policy shall be endorsed to state that: (1) WRCOG, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects WRCOG, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by WRCOG, its directors,

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

(C) Workers' Compensation and Employers Liability Coverage.

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

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

(D) All Coverages.

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

(ii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to WRCOG, its directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater.

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

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

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the

retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

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

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

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

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

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

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

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

3.2.10.9 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to WRCOG that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such

subcontractors or subconsultants shall be endorsed to name WRCOG as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, WRCOG may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

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

3.3 Fees and Payments.

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

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

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

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

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

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

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

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

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

3.5.3 Ownership of Materials and Confidentiality.

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

(b) Intellectual Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.6 Subcontracting.

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

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

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

WSP USA Inc.

By: _____
Rick Bishop
Executive Director

By: _____
Victor Martinez
Vice President/Area Manager

APPROVED AS TO FORM:

By: _____
General Counsel
Best Best & Krieger LLP

EXHIBIT “A”



1 WORK PLAN

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

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

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

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

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

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

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

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

Blue names = WSP
Black names = Fehr & Peers

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

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

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



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

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

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

3 CORRESPONDENCE BETWEEN WORK PLAN AND MODEL SPECIFICATIONS

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

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

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

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

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

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

WORK PLAN

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

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

Task 1 – Detailed Work Plan

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

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

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

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

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

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

Task 2 – Base Year Model

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

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

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

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



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

Task 3 – Model Validation

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

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

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

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

Task 4 – Future Year Scenario

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

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

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

Task 5 – Post-processors

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

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

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

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

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



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

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

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

Task 6 – Documentation

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

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

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

Task 7 – Training

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

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

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

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

EXHIBIT “B”

2 BUDGET

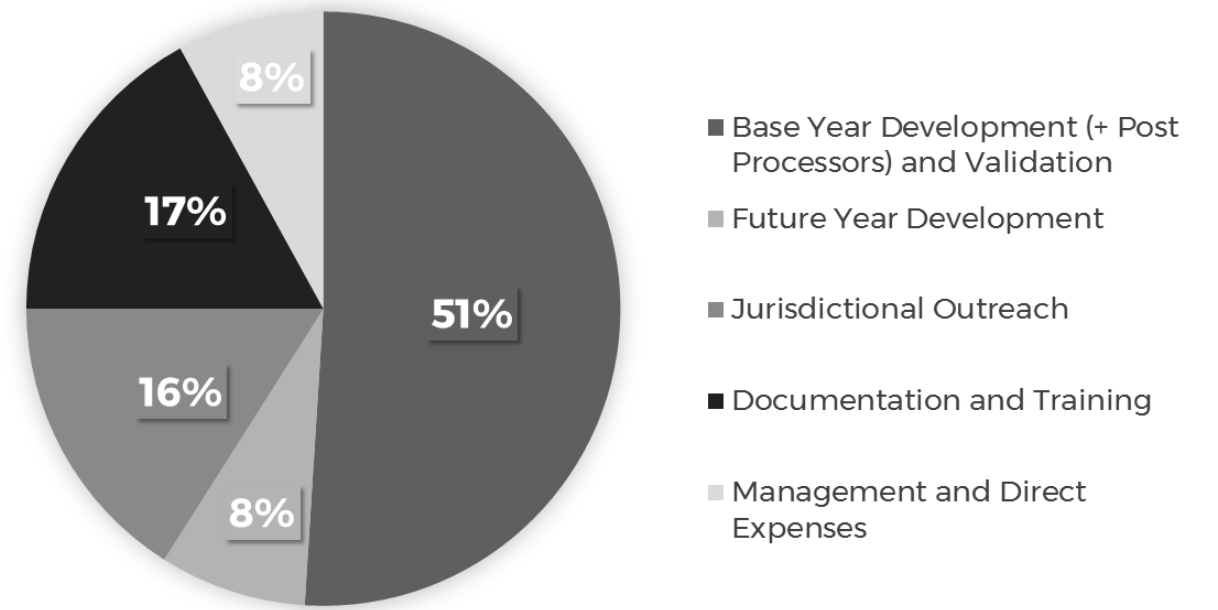
The table below and on subsequent pages details our proposed budget. We have provided cost per task (by firm and in total), as well as a breakdown of hours to be spent on each sub-task by team member. **The rates used in the proposal assume that 40% of the work will be done in 2018 and 60% of the work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

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

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

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

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



Blue names = WSP
Black names = Fehr & Peers

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		Darren Henderson	Cynthia Cavazos	Christi Byrd	Rosella Picado	Dawn McKinstry	Don Hubbard	Billy Park	Kyle Ward	Sujan Sikder	Jielin Sun	Jason Pack	Ron Milam	Mike Wallace	Jinhua Xu	Modeling Support			
		\$288.49	\$123.75	\$209.74	\$209.14	\$249.02	\$266.69	\$184.81	\$145.29	\$121.56	\$125.98	\$251.38	\$335.17	\$245.41	\$177.31	\$99.26	WSP	F&P	Team
Task Number	Task Name	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Dollars	Dollars	
0	Project Management and Administration	20	20	60	10	10	4		20	10	10	60	4	4	20		\$31,859	\$20,951	\$52,810
0.01	Monthly Invoice Prep		20																
0.02	Monthly Progress Report			20								20							
0.03	Principal-in-Charge Check-in	20																	
0.04	Bi-weekly Project Update Teleconferences			40	10	10	4		20	10	10	40	4	4	20				
1	Detailed Work Plan			80	40							40	8	8	80		\$25,145	\$28,885	\$54,029
1.01	Model Specifications				40														
1.02	Model Inputs												4	4	40				
1.03	Available Data Sources												4	4	40				
1.04	<i>Jurisdictional Review of Specs, Inputs, Data Sources</i>											40							
1.05	Schedule, Milestones and Responsibilities			40															
1.06	List of Deliverables			40															

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



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

		Darren Henderson	Cynthia Cavazos	Christi Byrd	Rosella Picado	Dawn McKinstry	Don Hubbard	Billy Park	Kyle Ward	Sujan Sikder	Jielin Sun	Jason Pack	Ron Milam	Mike Wallace	Jinhua Xu	Modeling Support			
		\$288.49	\$123.75	\$209.74	\$209.14	\$249.02	\$266.69	\$184.81	\$145.29	\$121.56	\$125.98	\$251.38	\$335.17	\$245.41	\$177.31	\$99.26	WSP	F&P	
Task Number	Task Name	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Dollars	Dollars	Team
2	Base Year Model Development			252	104				660			110			104	120	\$170,496	\$58,003	\$228,500
2.01	Development and/or Gathering of Model Inputs			20	20										64	120			
2.02	Jurisdictional Review of Inputs			8								20			40				
2.03	Model Implementation			72	24				600										
2.04	Jurisdictional Review of Model Implementation			72					60			60							
2.05	Plan for Model Calibration and Validation			40	40							30							
2.06	Jurisdictional Review of Calib./Validation Plan			40	20														
3	Base Year Model Validation			80	16	92	60	80	80	60	240	40			40		\$122,973	\$17,148	\$140,121
3.01	Review of Observed Counts			8		20				20	80	20			20				
3.02	Static Validation			32	16	32	20		40	40	160	20			20				
3.03	Dynamic Validation			8			40	80	40										
3.04	Jurisdictional Review of Validation			32		40													
4	Future Year Scenario			96					40	10	10	24			132	160	\$28,422	\$45,320	\$73,742
4.01	Development and/or Gathering of Model Inputs			40						10	10				60	120			
4.02	Jurisdictional Review of Future Inputs			8								12			16				
4.03	Future Year Forecast			40					40						40	40			
4.04	Jurisdictional Review of Future Forecast			8								12			16				
5	Post-processors			24					120			24	24	12	240	260	\$22,469	\$85,384	\$107,853
5.01	Active Transportation Tool Development			8					40			8	8	4	80	100			
5.02	EMFAC Tool Development			8					40			8			40	80			
5.03	VMT Tool			8					40			8	16	8	120	80			

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



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

		Darren Henderson	Cynthia Cavazos	Christi Byrd	Rosella Picado	Dawn McKinstry	Don Hubbard	Billy Park	Kyle Ward	Sujan Sikder	Jielin Sun	Jason Pack	Ron Milam	Mike Wallace	Jinhua Xu	Modeling Support			
		\$288.49	\$123.75	\$209.74	\$209.14	\$249.02	\$266.69	\$184.81	\$145.29	\$121.56	\$125.98	\$251.38	\$335.17	\$245.41	\$177.31	\$99.26	WSP	F&P	Team
Task Number	Task Name	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Dollars	Dollars	
6	Documentation			36	4	24	4	8	8	8	88	14			48		\$30,130	\$12,030	\$42,160
6.01	Model Report			16	4	4	4	8	8	8	8	4			8				
6.02	Model User's Guide			20		20					80	10			40				
7	Training			56							64	56			64		\$19,808	\$25,425	\$45,233
7.01	MOU Signatories Model Training			24								16							
7.02	Model Output Consumers			16								24							
7.03	Model Users			16							64	16			64				
8	Direct Expenses																\$4,100	\$1,000	\$5,100
SUB TOTAL																	\$455,402	\$294,146	
GRAND TOTAL																			\$749,548

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

EXHIBIT “C”



4 SCHEDULE

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

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

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

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

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

Working Model

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

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



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: TUMF Zone Transportation Improvement Program Update

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

Date: June 22, 2018

The purpose of this item is to seek approval of the 2018 5-Year Transportation Improvement Program (TIP) for the Central and Southwest Zones.

Requested Action:

1. Approve the 2018 5-Year Transportation Improvement Program for the Central and Southwest Zones.

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

2018 TUMF Transportation Improvement Program (TIP) Update

The Zone TIP update occurs annually after the close of the financial year-end for the TUMF Program Fiscal Year (FY). Staff distributed draft Zone TIPs for member agencies to review and requested any adjustments for each programmed project in late 2017. Agencies had the opportunity to request additional funding and/or add projects to the TIPs if there is sufficient revenue to support the additional programmed funding within the respective TUMF Zone. The Zone actions are as follows:

Central Zone: The Zone TAC met on January 30, 2018, and approved the five-year program of projects to be presented to the Zone Committee. The Central Zone Committee met on June 14, 2018, and approved the proposed TIP and revenue forecast. There are 13 agency projects on the proposed 2018 5-Year TIP, totaling \$40 million, programmed over the next five years. The proposed 2018 Central Zone 5-Year TIP is included as Attachment 1.

Southwest Zone: The Zone TAC met on January 24, 2018, and approved the five-year program of projects to be presented to the Zone Committee. The Southwest Zone Committee met on May 31, 2018, and approved the proposed TIP and revenue forecast. There are 15 agency projects on the proposed 2018 5-Year TIP, totaling \$56 million, programmed over the next five years. The proposed 2018 Southwest Zone 5-Year TIP is included as Attachment 2.

Prior Action:

None.

Fiscal Impact:

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

Attachments:

1. 2018 Central Zone 5-Year TIP.
2. 2018 Southwest Zone 5-Year TIP.

Item 4.G

TUMF Zone Transportation
Improvement Program (TIP) Update

Attachment 1

2018 Central Zone 5-Year TIP

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DRAFT 2018 Central Zone 5-Year Transportation Improvement Program

Fiscal Year				FY17-18	FY18-19	FY19-20	FY20-21	FY21-22	Current Programmed Phase Balance	Total Phase Payments/ Expenditures	Original Programmed Phase Cost	
Forecast Revenues				\$ 5,000,000	\$ 5,100,000	\$ 5,202,000	\$ 5,306,040	\$ 5,412,161	\$ 39,223,771	\$ (34,069,224)	\$ 74,992,995	
Carryover Revenues (As of 9/30/2017)				\$ 13,292,276	\$ 6,868,405	\$ 2,712,005	\$ (885,995)	\$ (729,955)	TIP Adopted May 2017			
										5-Year Avail Forecast/Cash	5-Year Programmed	5-Year Balance
										\$ 43,020,201	\$ 34,130,270	\$ 8,889,931
Available Revenue				\$ 18,292,276	\$ 11,968,405	\$ 7,914,005	\$ 4,420,045	\$ 4,682,206				
Programmed Expenditures				Status*	Phase**							
County of Riverside												
06-CN-RCY-1103	Cajalco Road, Alexander Street to I-215 (3.280 mi. 2 to 4 lanes)	PLN	PA&ED	\$ 654,075	\$ 500,000	\$ 500,000	\$ 500,000	\$ -	\$ 2,154,075	\$ (259,263)	\$ 2,413,338	
City of Menifee/County of Riverside												
05-CN-RCY-1004	Newport Road/I-215 Interchange	PND	PA&ED	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ 0	\$ (2,573,829)	\$ 2,573,829	
		STD	CON	\$ 96,608	\$ 200,000	\$ 200,000	\$ -	\$ -	\$ 496,608	\$ (5,208,232)	\$ 5,704,840	
City of Menifee												
16-CN-MEN-1178	Scott Road/I-215 Interchange	PLN	CON	\$ 5,593,600	\$ 3,806,400	\$ 4,600,000	\$ 1,000,000	\$ -	\$ 15,000,000	\$ -	\$ 15,000,000	
City of Moreno Valley												
05-CN-MOR-1012	Moreno Beach Drive/SR-60 Interchange Phase II - Overcrossing	CLD	PA&ED	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ 0	\$ (500,000)	\$ 500,000	
		PLN	ENG	\$ 1,172,978	\$ -	\$ -	\$ -	\$ -	\$ 1,172,978	\$ (2,459,502)	\$ 3,632,480	
		PLN	ROW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (5,626,000)	\$ 5,626,000	
		PLN	CON	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (3,500,000)	\$ 3,500,000	
05-CN-MOR-1013	Nason Street/SR-60 Interchange w/Bridge Phase II	CLD	PA&ED	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (500,000)	\$ 500,000	
		CLD	ENG	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,381,451)	\$ 1,381,451	
		CLD	ROW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (60,500)	\$ 60,500	
		PND	CON	\$ -	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 2,493,500	\$ 5,493,500	\$ (5,768,000)	\$ 11,261,500	
City of Perris												
05-CN-PER-1015	Evans Road, 700' N/of Placentia Avenue to Nuevo Road (Phase I&II) (1.655 mi. 0 to 4 lanes)	PND	PA&ED	\$ (0)	\$ -	\$ -	\$ -	\$ -	\$ (0)	\$ (64,429)	\$ 64,429	
		PLN	ENG	\$ 17,500	\$ -	\$ -	\$ -	\$ -	\$ 17,500	\$ (88,559)	\$ 106,059	
		PND	CON	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ 0	\$ (1,277,181)	\$ 1,277,181	
13-CN-PER-1164	Perris Boulevard., I-215 to Case Road Phase I (0.993 mi. 2 to 4 lanes)	STD	ENG	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (150,000)	\$ 150,000	
		PLN	ROW	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ 350,000	\$ (627,570)	\$ 977,570	
		PLN	CON	\$ 440,037	\$ 1,750,000	\$ 750,000	\$ 400,000	\$ -	\$ 3,340,037	\$ (9,963)	\$ 3,350,000	
13-CN-PER-1173	Ramona Expressway, I-215 to Webster Avenue (.4 mi. 4 to 6 lanes)	STD	PA&ED	\$ 100,480	\$ -	\$ -	\$ -	\$ -	\$ 100,480	\$ -	\$ 100,480	
16-CN-PER-1177	Nuevo Road/I-215 Interchange Ramp Improvements	PLN	CON	\$ 540,049	\$ -	\$ -	\$ -	\$ -	\$ 540,049	\$ (1,124,554)	\$ 1,664,603	
05-CN-PER-1019	Nuevo Road, Murrieta Road to Dunlap w/ 300' Bridge (0.979 mi. 2 to 4 lanes)	STD	PA&ED	\$ 195,645	\$ -	\$ -	\$ -	\$ -	\$ 195,645	\$ (304,161)	\$ 499,806	
		STD	CON	\$ -	\$ 750,000	\$ 750,000	\$ 1,500,000	\$ 1,300,000	\$ 4,300,000	\$ -	\$ 4,300,000	
City of Perris/City of Menifee												
05-CN-PER-1001	Ethanac Road, Goetz Road to I-215 (1.936 mi. 2 to 4 lanes)	STD	PA&ED	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ 0	\$ (182,349)	\$ 182,349	
		STD	ENG	\$ 232,082	\$ -	\$ -	\$ -	\$ -	\$ 232,082	\$ (85,569)	\$ 317,651	
		PLN	CON	\$ 500,000	\$ 1,250,000	\$ 1,000,000	\$ 750,000	\$ 800,000	\$ 4,300,000	\$ -	\$ 6,000,000	
1 Nason/SR-60 CON funding in FY16/17, FY17/18, FY18/19, FY19/20, and FY20/21 are illustrative only and not actual commitment.												

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DRAFT 2018 Central Zone 5-Year Transportation Improvement Program

Fiscal Year				FY17-18	FY18-19	FY19-20	FY20-21	FY21-22	Current Programmed Phase Balance	Total Phase Payments/ Expenditures	Original Programmed Phase Cost
Forecast Revenues				\$ 5,000,000	\$ 5,100,000	\$ 5,202,000	\$ 5,306,040	\$ 5,412,161	\$ 39,223,771	\$ (34,069,224)	\$ 74,992,995
Carryover Revenues (As of 9/30/2017)				\$ 13,292,276	\$ 6,868,405	\$ 2,712,005	\$ (885,995)	\$ (729,955)	TIP Adopted May 2017		
									5-Year Avail Forecast/Cash	5-Year Programmed	5-Year Balance
									\$ 43,020,201	\$ 34,130,270	\$ 8,889,931
Available Revenue				\$ 18,292,276	\$ 11,968,405	\$ 7,914,005	\$ 4,420,045	\$ 4,682,206			
Programmed Expenditures, continued											
City of Moreno Valley/ March JPA											
16-CN-JPA-1178	Heacock Street, Gentian Way to Iris Avenue (0.510 mi. 2 to 4 lanes)	STD	CON	\$ 608,817	\$ -	\$ -	\$ -	\$ -	\$ 608,817	\$ (491,183)	\$ 1,100,000
16-CN-MOR-1179	Heacock Street, San Michele Road to Harley Knox Boulevard (0.74 mi. 2 to 4 lanes)	PLN	PA&ED	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ 150,000
		PLN	ENG	\$ 461,000	\$ -	\$ -	\$ -	\$ -	\$ 461,000	\$ -	\$ 461,000
		PLN	ROW	\$ 311,000	\$ -	\$ -	\$ -	\$ -	\$ 311,000	\$ -	\$ 311,000
Developer Reimbursements***				\$ -	\$ -	\$ -	\$ -	\$ -			
Total Programmed Capital Expenditures				\$ 11,423,871	\$ 9,256,400	\$ 8,800,000	\$ 5,150,000	\$ 4,593,500			
Total Programmed Balance Carryover*				\$ 6,868,405	\$ 2,712,005	\$ (885,995)	\$ (729,955)	\$ 88,706			

Summary Table								
Fiscal Year	FY17-18	FY18-19	FY19-20	FY20-21	FY21-22	5-Year Total Available Revenue	5-Year Total Programmed	5-Year Balance
Available Revenue	\$ 18,292,276	\$ 11,968,405	\$ 7,914,005	\$ 4,420,045	\$ 4,682,206			
Total Funded/Obligated Expenditures	\$ 11,423,871	\$ 9,256,400	\$ 8,800,000	\$ 5,150,000	\$ 4,593,500	\$ 39,312,477	\$ 39,223,771	\$ 88,706
Carryover Balance	\$ 6,868,405	\$ 2,712,005	\$ (885,995)	\$ (729,955)	\$ 88,706			

Notes:

Programmed Carryover Balance does not reflect actual Zone available cash

Status: PLN=Planned, STD=Started, PND=Pending final invoice, CPL=Completed, CLD=Phase Closed, TER=Terminated.

Phases: planning=PA&ED, engineering=ENG, right-of-way=ROW, construction=CON

Reimbursement Detail Tracked on Separate Spreadsheet

Actual Revenue Forecasts, Carryover, and Payments thru 9/30/17.

Item 4.G

TUMF Zone Transportation
Improvement Program (TIP) Update

Attachment 2

2018 Southwest Zone 5-Year TIP

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DRAFT 2018 Southwest Zone 5-Year Transportation Improvement Program

Fiscal Year				FY17-18	FY18-19	FY19-20	FY20-21	FY21-22	Current Programmed Phase Balance	Total Phase Payments/ Expenditures	Original Programmed Phase Cost
Revised Forecast Revenues				\$ 6,700,000	\$ 6,867,500	\$ 7,039,188	\$ 7,215,167	\$ 7,395,546	\$ 56,361,689	\$ (40,329,849)	\$ 96,691,538
Carryover Revenues (As of 9/30/2017)				\$ 25,065,024	\$ 11,484,355	\$ 4,064,507	\$ (247,306)	\$ (1,974,811)	TIP Adopted April 2017		
									5-Year Avail Forecast/Cash	5-Year Programmed	5-Year Delta
Available Revenues				\$ 31,765,024	\$ 18,351,855	\$ 11,103,694	\$ 6,967,861	\$ 5,420,736	\$ 49,505,090	\$ 49,119,903	\$ 385,187
Programmed Expenditures											
County of Riverside				Status*	Phase*						
06-SW-RCY-1073	Clinton Keith Rd, I-215 to SR-79 (3.191 m. 4 to 6 lanes)	STD	ROW	\$ (0)	\$ -	\$ -	\$ -	\$ -	(0)	\$ (7,000,000)	\$ 7,000,000
		STD	CON	\$ 3,493,333	\$ -	\$ -	\$ -	\$ -	3,493,333	\$ (6,506,667)	\$ 10,000,000
City of Lake Elsinore											
05-SW-LEL-1060	SR-74/I-15 Interchange	PLN	PA&ED	\$ 2,634,251	\$ -	\$ -	\$ -	\$ -	2,634,251	\$ -	\$ 2,634,251
		PLN	ENG	\$ -	\$ -	\$ 3,000,000	\$ -	\$ -	3,000,000	\$ -	\$ 3,000,000
		CLD	ROW	\$ -	\$ -	\$ -	\$ 2,000,000	\$ -	2,000,000	\$ (1,356,465)	\$ 3,356,465
		STD	CON	\$ -	\$ -	\$ -	\$ -	(0)	(0)	\$ (1,727,104)	\$ 1,727,104
13-SW-LEL-1175	Railroad Canyon Road/I-15 Interchange	PLN	ENG	\$ 972,179	\$ -	\$ -	\$ -	\$ -	972,179	\$ -	\$ 972,179
		PLN	ROW	\$ 950,000	\$ -	\$ -	\$ -	\$ -	950,000	\$ -	\$ 950,000
07-SW-LEL-1115	Temescal Canyon Road Bridge (2 to 4 lanes)	STD	PA&ED	\$ 125,199	\$ -	\$ -	\$ -	\$ -	125,199	\$ (163,462)	\$ 288,661
		STD	ENG	\$ 248,328	\$ -	\$ -	\$ -	\$ -	248,328	\$ (15,339)	\$ 263,667
		PLN	ROW	\$ -	\$ 250,000	\$ -	\$ -	\$ -	250,000	\$ -	\$ 250,000
		PLN	CON	\$ -	\$ -	\$ -	\$ 1,467,672	\$ -	1,467,672	\$ -	\$ 1,467,672
City of Murrieta											
06-SW-MUR-1081	California Oaks Road/I-15 Interchange	STD	ENG	\$ 500,000	\$ 1,645,959	\$ -	\$ -	\$ -	2,145,959	\$ -	\$ 2,145,959
09-SW-MUR-1134	Whitewood (Meadowlark) (Clinton Keith to Keller) Phase I & II (2.0 mi 2 to 4 lanes)	PND	CON	\$ 375,568	\$ -	\$ -	\$ -	\$ -	375,568	\$ (2,624,432)	\$ 3,000,000
16-SW-MUR-1188	Keller Road/I-215 Interchange	PLN	PA&ED	\$ 750,000	\$ 250,000	\$ -	\$ -	\$ -	1,000,000	\$ -	\$ 1,000,000
		PLN	ENG	\$ 250,000	\$ 500,000	\$ 500,000	\$ -	\$ -	1,250,000	\$ -	\$ 1,250,000
City of Temecula											
18-SW-TEM-1194	Western Bypass/Diaz Road (Rancho California to Cherry) 0-4 lanes, 2.14 miles	PND	PA&ED	\$ -	\$ 364,044	\$ -	\$ -	\$ -	364,044	\$ -	\$ 364,044
		STD	ENG	\$ -	\$ 701,879	\$ -	\$ -	\$ -	701,879	\$ -	\$ 701,879
05-SW-TEM-1064	SR-79 Winchester Rd/I-15 Interchange	CLD	PA&ED	\$ (0)	\$ -	\$ -	\$ -	\$ -	(0)	\$ (108,724)	\$ 108,724
		STD	ENG	\$ 559,647	\$ -	\$ -	\$ -	\$ -	559,647	\$ (3,374,649)	\$ 3,934,296
		PLN	ROW	\$ 1,865,985	\$ -	\$ -	\$ -	\$ -	1,865,985	\$ (59,015)	\$ 1,925,000
06-SW-TEM-1079	French Valley Parkway/I-15 Overcrossing & Interchange (300')	CLD	PA&ED	\$ (0)	\$ -	\$ -	\$ -	\$ -	(0)	\$ (975,752)	\$ 975,752
		STD	ENG	\$ 2,263,984	\$ -	\$ -	\$ -	\$ -	2,263,984	\$ (6,537,891)	\$ 8,801,875
		STD	ROW	\$ 1,471,308	\$ -	\$ -	\$ -	\$ -	1,471,308	\$ (202,940)	\$ 1,674,248
13-SW-TEM-1163	SR-79/I-15 South Overcrossing & Interchange	PLN	CON	\$ 2,108,958	\$ 3,759,466	\$ 4,000,000	\$ -	\$ -	9,868,424	\$ (156,820)	\$ 10,025,244



DRAFT 2018 Southwest Zone 5-Year Transportation Improvement Program

Fiscal Year				FY17-18	FY18-19	FY19-20	FY20-21	FY21-22	Current Programmed Phase Balance	Total Phase Payments/ Expenditures	Original Programmed Phase Cost
Revised Forecast Revenues				\$ 6,700,000	\$ 6,867,500	\$ 7,039,188	\$ 7,215,167	\$ 7,395,546	\$ 56,361,689	\$ (40,329,849)	\$ 96,691,538
Carryover Revenues (As of 9/30/2017)				\$ 25,065,024	\$ 11,484,355	\$ 4,064,507	\$ (247,306)	\$ (1,974,811)	TIP Adopted April 2017		
									5-Year Avail Forecast/Cash	5-Year Programmed	5-Year Delta
Available Revenues				\$ 31,765,024	\$ 18,351,855	\$ 11,103,694	\$ 6,967,861	\$ 5,420,736	\$ 49,505,090	\$ 49,119,903	\$ 385,187
Programmed Expenditures, continued											
City of Wildomar											
12-SW-WIL-1153	Clinton Keith Rd, I-15 to Copper Craft Dr (1.936 mi. 2 to 4 lanes)	STD	ENG	\$ -	\$ 1,260,140	\$ -	\$ -	\$ -	\$ 1,260,140	\$ -	\$ 1,260,140
		STD	CON	\$ (0)	\$ 3,048,860	\$ -	\$ -	\$ -	\$ 3,048,860	\$ -	\$ 3,048,860
12-SW-WIL-1151	Bundy Canyon Road (Cherry Street to Sunset Rd) (4.524 mi. 2 to 4 lanes)	PLN	PA&ED	\$ 41,000	\$ 750,000	\$ 250,000	\$ -	\$ -	\$ 1,041,000	\$ -	\$ 1,041,000
		STD	ENG	\$ 695,923	\$ 500,000	\$ 851,000	\$ -	\$ -	\$ 2,046,923	\$ (554,077)	\$ 2,601,000
		PLN	ROW	\$ 250,000	\$ 250,000	\$ 750,000	\$ 1,990,000	\$ -	\$ 3,240,000	\$ -	\$ 3,240,000
		PLN	CON	\$ -	\$ 500,000	\$ 2,000,000	\$ 3,485,000	\$ 1,500,000	\$ 7,485,000	\$ -	\$ 7,485,000
12-SW-WIL-1058	Palomar St, Mission Trail to Jefferson (3.568 mi. 2 to 4 lanes)	CLD	PA&ED	\$ -	\$ 507,000	\$ -	\$ -	\$ -	\$ 507,000	\$ -	\$ 507,000
		CLD	ENG	\$ 391,517	\$ -	\$ -	\$ -	\$ -	\$ 391,517	\$ -	\$ 391,517
City of Wildomar/County of Riverside											
09-SW-WIL-1141	Clinton Keith/I-15 Interchange	CPL	CON	\$ 333,488	\$ -	\$ -	\$ -	\$ -	\$ 333,488	\$ (8,966,512)	\$ 9,300,000
Developer Reimbursements (25% of revenue)***				\$ -	\$ -	\$ -	\$ -	\$ -			
Total Capital Programmed Expenditures				\$ 20,280,669	\$ 14,287,349	\$ 11,351,000	\$ 8,942,672	\$ 1,500,000			
Total Programmed Balance Carryover*				\$ 11,484,355	\$ 4,064,507	\$ (247,306)	\$ (1,974,811)	\$ 3,920,736			
Summary Table											
Fiscal Year				FY17-18	FY18-19	FY19-20	FY20-21	FY21-22	5-Year Total Available Revenue	5-Year Total Programmed	5-Year Total Balance
Available Revenue				\$ 31,765,024	\$ 18,351,855	\$ 11,103,694	\$ 6,967,861	\$ 5,420,736			
Programmed Phases				\$ 20,280,669	\$ 14,287,349	\$ 11,351,000	\$ 8,942,672	\$ 1,500,000	\$ 60,282,425	\$ 56,361,689	\$ 3,920,736
Carryover Balance				\$ 11,484,355	\$ 4,064,507	\$ (247,306)	\$ (1,974,811)	\$ 3,920,736			

Notes:

Programmed Carryover Balance does not reflect actual Zone available cash

Status: PLN=Planned, STD=Started, PND=Pending final invoice, CPL=Completed, CLD= Phase Closed, TER=Terminated.

Phases: planning=PA&ED, engineering=ENG, right-of-way=ROW, construction=CON

25% Reimbursement Detail Tracked on Separate Spreadsheet

Actual Revenue Forecasts, Carryover, and Payments thru 9/30/17.



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: CAPtivate 2.0 Grant Funding Resolution

Contact: Andrea Howard, Program Manager, ahoward@wrcog.us, (951) 405-6751

Date: June 22, 2018

The purpose of this item is to notify Committee members of grant funding recently awarded to WRCOG and to request adoption of Resolution Number 35-18, authorizing the Executive Director to execute agreements with the California Department of Transportation for the CAPtivate 2.0: WRCOG Subregional Climate Action Plan Update.

Requested Action:

1. Adopt WRCOG Resolution Number 35-18; 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 CAPtivate 2.0: WRCOG Subregional Climate Action Plan Update Project.

Sustainable Transportation Planning Grant Program

On April 28, 2017, Governor Brown signed Senate Bill 1 (SB 1), the Road Repair & Accountability Act of 2017, which, effective November 1, 2017, imposed the first gasoline tax increase in 23 years, raising the per gallon base excise gasoline tax by \$0.12, and created an annual vehicle fee ranging from \$25 to \$175. SB 1 is projected to raise \$5.2 billion annually and includes strict accountability provisions to ensure the funds can only be spent on transportation projects, to be carried out by the California Department of Transportation (Caltrans) and local agencies.

In early 2018, Caltrans released a call for grant applications for the Sustainable Transportation Planning Grant Program to fund eligible planning projects, which must directly benefit the multi-modal transportation system and improve public health, social equity, environmental justice, and provide other important community benefits.

Components of CAPtivate 2.0: WRCOG Subregional Climate Action Plan Update

On February 22, 2018, WRCOG submitted a successful application to Caltrans for funding to prepare an update and expansion to a portion of WRCOG's Subregional Climate Adaptation Plan (CAP), CAPtivate. The grant funding will cover the transportation and land use components of CAPtivate, including transportation greenhouse gas (GHG) inventories, and the measures and strategies designed to reduce transportation-related GHG emissions for all 18 member cities and all unincorporated areas of Riverside County. WRCOG staff are seeking additional funds to cover the remaining components of a complete CAPtivate update. WRCOG's award letter is included as Attachment 2 to this Staff Report. The grant is for a total of \$344,900. The CAPtivate update covered by this grant would include the following components:

1. GHG inventories updates and forecast preparation: The Project Team will review the 12 baseline inventories in the Subregional CAP. These inventories were prepared using calendar year 2010 data for

10 of the 12 participating communities, and the most current available data for the recently incorporated Cities of Eastvale and Jurupa Valley. In addition, the Project Team will gather baseline inventories from the local CAPs prepared by the seven other WRCOG member jurisdictions that were not involved in the subregional effort. These consolidated existing inventories will be used to measure progress towards goals of the original CAP, which may influence various aspects of CAPtivate 2.0, including specific measures and strategies included, based on areas of greatest need.

2. Establish long-term GHG emissions reduction targets: The adopted Subregional CAP establishes a GHG reduction target of 15% below 2010 levels by the year 2020, consistent with guidance from the Assembly Bill (AB) 32 Scoping Plan and the Governor's Office of Planning and Research. CAPtivate 2.0 will establish long-term GHG reduction targets for the years 2030 and 2050, which will help ensure that the updated Subregional CAP is consistent with Senate Bill (SB) 32 and the Target 2030 Scoping Plan Update. Additionally, this will continue to ensure that the Subregional CAP meets the requirements of the State California Environmental Quality Act (CEQA) Guidelines Section 15183.5(b), allowing participating communities to use the CAP to streamline environmental review.
3. Revise and update CAP measures: Through the adopted Subregional CAP, substantial work has been completed with respect to identifying, evaluating, and quantifying GHG reduction measures appropriate for each City. City staff participated in an exercise in which land use, transportation, energy, waste, and water measures were identified and subscription levels (low-silver, medium-gold, and high-platinum) were quantified. WRCOG also quantified the expected impacts of foreseeable regional, state, and federal actions, including the Pavley vehicle standards, and the early action GHG emissions reduction measures (e.g., low carbon fuel standard) in the AB 32 Scoping Plan, developed by the California Air Resources Board and the Climate Action Team, as well as regional programs such as the WRCOG Transportation Uniform Mitigation Fee (TUMF) Program. The work already completed allows the Project Team to focus its CAP efforts on the post-2020 targets.
4. Update monitoring tool: A GHG emissions monitoring tool was developed for the WRCOG Subregional CAP to track WRCOG CAP implementation. The database also includes an interactive Excel spreadsheet for tracking public health indicators. This database enables WRCOG and member jurisdictions to report their progress on a regular basis. By allowing specific tasks to be checked off once each phase of the CAP is completed, jurisdictions are able to save time reviewing reports, tracking data manually, and verifying that measures are fully completed. Due to the updates to the inventories, forecasts, and GHG emissions reduction measures, the GHG Monitoring Tool will be inconsistent with the newly prepared Subregional CAP and associated technical documents. The Project Team will update the monitoring tool so that it remains compatible with the Subregional CAP and continues to be helpful to WRCOG and jurisdictional staff. The Project Team will incorporate the updated 2010 and current year inventories into the monitoring tool, ensuring that it is consistent with the most recent understanding of the subregion's GHG emissions.
5. Update Subregional CAP document: The Project Team will update the existing Subregional CAP document to incorporate all new material and analyses, changes to the regulatory framework, best available practices, and other revisions as desired by the Project Team and participating community staff. Under this approach, the Subregional CAP will continue to serve as the overarching framework for transportation and land use GHG emissions reductions for all participating communities. Several communities in the WRCOG subregion have adopted stand-alone CAPs – some predate the Subregional CAP, and others were prepared after the Subregional CAP was adopted in 2014. The Project Team will ensure that the updated Subregional CAP will continue to meet the needs of the subregion and be fully capable of serving as the primary transportation and land use GHG emissions reduction strategy for each participating community. At the same time, the Project Team will design the updated Subregional CAP so that the data and other information it presents can be pulled out and placed in an individual jurisdiction's CAP document if needed.

Next Steps

Once authorized by the Executive Committee through Resolution 35-18 (Attachment 1), WRCOG and Caltrans will execute an Agreement and WRCOG will issue a Request for Proposals (RFP) for consultants to complete

the tasks outlined in the full Scope of Work, included as Attachment 3. Work on the Toolkit is scheduled to commence in October 2018 and be completed by February 2021.

Prior Action:

None.

Fiscal Impact:

WRCOG will receive a grant totaling \$344,900. The Agency is responsible for a local match, which will consist of previously approved staff time in the FY 2017/2018 budget within the general fund of approximately \$44,700.

Attachments:

1. WRCOG Resolution Number 35-18; 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 CAPtivate 2.0: WRCOG Subregional Climate Action Plan Update Project.
2. Caltrans Award Letter.
3. CAPtivate 2.0 Project Scope of Work.

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Item 4.H

CAPtivate 2.0 Grant Funding Resolution

Attachment 1

WRCOG Resolution Number 35-18;
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
CAPtivate 2.0: WRCOG Subregional
Climate Action Plan Update Project

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RESOLUTION NUMBER 35-18

**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 CAPTIVATE 2.0: WRCOG SUBREGIONAL CLIMATE ACTION PLAN UPDATE**

WHEREAS, after submitting a competitive application, the Western Riverside Council of Governments was awarded funding by the California Department of Transportation, through the Road Maintenance & Rehabilitation Account – Sustainable Communities Grant fund, in the amount of \$344900, to prepare CAPTivate 2.0: WRCOG Subregional Climate Action Plan Update; and

WHEREAS, a Restricted Grant Agreement is required to be executed with the California Department of Transportation before such funds can be claimed through the Transportation Planning Grant Programs; and

WHEREAS, the Western Riverside Council of Governments wishes to delegate authorization to execute these agreements and any amendments thereto.

NOW, THEREFORE, BE IT RESOLVED that the Executive Committee of the Western Riverside Council of Governments hereby authorize the Executive Director, or designee, to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation.

PASSED AND ADOPTED at a meeting of the Executive Committee of the Western Riverside Council of Governments held on June 22, 2018.

Chuck Washington, Chair
WRCOG Executive Committee

Rick Bishop, Secretary
WRCOG Executive Committee

Approved as to form:

Best Best & Krieger, LLP
WRCOG Bond Counsel

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

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Item 4.H

CAPtivate 2.0 Grant Funding
Resolution

Attachment 2

Caltrans Award Letter

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DEPARTMENT OF TRANSPORTATION**DIVISION OF TRANSPORTATION PLANNING**

P.O. BOX 942873, MS-32

SACRAMENTO, CA 94273-0001

PHONE (916) 654-2596

FAX (916) 653-0001

TTY 711

www.dot.ca.gov

*Making Conservation
a California Way of Life.*

May 11, 2018

Mr. Rick Bishop
Executive Director
Western Riverside Council of Governments
3390 University Avenue, Suite 450
Riverside, CA 92501

Dear Mr. Bishop:

On behalf of the California Department of Transportation (Caltrans), Division of Transportation Planning, I am pleased to offer my congratulations to the Western Riverside Council of Governments for the recent award of the following State transportation planning grant for fiscal year (FY) 2018–19:

Grant Program: Road Maintenance & Rehabilitation Account – Sustainable Communities

Grant Title: CAPtivate 2.0: WRCOG Subregional Climate Action Plan Update

Sub-recipient: N/A

Grant Award: \$344,900

Local Match: \$44,700

Total Project Amount: \$389,600

Please see the list below which identifies specific conditions for a grantee to accept grant funding, to program funds, and to begin work. Conditions one through four must be fulfilled no later than July 15, 2018 by submitting these items to Caltrans District staff for approval. Failure to fulfill these conditions will result in forfeiture of funds. Also note, all work must be completed no later than February 28, 2021. Final requests for reimbursements and final products must be submitted to Caltrans no later than April 28, 2021. No time extensions will be granted.

Conditions of Grant Acceptance

These State grant funds cannot be expended or reimbursed until the following conditions are satisfied:

1. The revised final Scope of Work, Project Timeline with the earliest start date of October 1, 2018, and Grant Application Cover Sheet are submitted to the Caltrans District 8 Liaison for approval.

2. A Payee Data Record (STD. 204) is completed and submitted. Although the form indicates that government entities are not required to submit this form, it is needed to ensure payments are sent to the correct recipient.
3. If applicable, a Third Party In-kind Valuation Plan is submitted for the use of in-kind contributions to satisfy the minimum local match requirement. Third party in-kind contributions are goods and services donated from outside the grantee's agency, such as donated printing, facilities, interpreters, equipment, advertising, time and effort, staff time, and other goods and services.
4. If applicable, indirect costs must have been identified in the approved grant Scope of Work and project timeline. Please submit an Indirect Cost Allocation Plan (ICAP) to Caltrans Audits and Investigations, if needed. Instructions for submitting an ICAP are available at: <http://dot.ca.gov/audits/>.
5. A local resolution from the Western Riverside Council of Governments governing board stating the grant project title and title of the person authorized to enter into a contract with Caltrans must be provided no later than August 15, 2018.
6. The Western Riverside Council of Governments receives a fully executed contract and has been formally notified by Caltrans District staff to begin work.

The contracting process can begin once the first five conditions have been satisfied. For your convenience, a toolbox to aid you during this process is available on our website below:

<http://www.dot.ca.gov/hq/tpp/offices/orip/Grants/grants.html>.

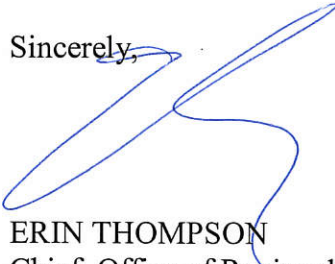
A Quarterly Progress Report with a brief narrative of completed project activities will need to be submitted to the district grant manager once the project is under way. A Request for Reimbursement with the required local match can be submitted monthly, but must be submitted quarterly.

As a reminder, Western Riverside Council of Governments is responsible for satisfying local match commitments in the amount shown above, including any local match amount above the minimum amount that is required with every invoice or request for reimbursement. The local match above will also be part of the Restricted Grant Agreement between Caltrans and Western Riverside Council of Governments.

Mr. Rick Bishop
May 11, 2018
Page 3

Please contact Rebecca Forbes, in Caltrans District 8, at (909) 388-7139, or Alison Nealon, Headquarters Liaison, at (916) 651-8202 if you have any questions concerning these grant funds or program requirements.

Sincerely,



ERIN THOMPSON
Chief, Office of Regional Planning

- c: Andrea Howard, Program Manager, Western Riverside Council of Governments
- Mark Roberts, Senior Transportation Planner, Caltrans, District 8
- Rebecca Forbes, Associate Transportation Planner, Caltrans, District 8
- Alison Nealon, Transportation Planner, Caltrans, Headquarters

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Item 4.H

CAPtivate 2.0 Grant Funding
Resolution

Attachment 3

CAPtivate 2.0 Project Scope of Work

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SCOPE OF WORK CHECKLIST

The Scope of Work is the official description of the work that is to be completed during the contract. **The Scope of Work must be consistent with the Project Timeline. Applications with missing components will be at a competitive disadvantage.** Please use this checklist to make sure your Scope of Work is complete.

The Scope of Work must:

- ☒ Use the Fiscal Year 2018-19 template provided and in Microsoft Word format
- ☒ List all tasks and sub-tasks using the same title as stated in the project timeline
- ☒ Include task and sub-task numbers in accurate and proper sequencing; consistent with the project timeline
- ☒ List the responsible party for each task and subtask and ensure that it is consistent with the project timeline (i.e. applicant, sub-applicant, or consultant)
- ☒ Include a thorough Introduction to describe the project and project area demographics, including a description of the disadvantaged community involved with the project, if applicable
- ☒ Include a thorough and accurate narrative description of each task and sub-task
- ☒ Include a task for a kick-off meeting with Caltrans at the start of the grant
- ☒ Include a task for procurement of consultants, if consultants are needed
- ☒ Include a task for invoicing
- ☒ Include a task for quarterly reporting to Caltrans
- ☒ Include detailed public participation and services to diverse communities
- ☒ Include project implementation/next steps
- ☒ List the project deliverable for each task in a table following each task and ensure that it is consistent with the project timeline
- ☒ EXCLUDE environmental, complex design, engineering work, and other ineligible activities

SCOPE OF WORK: CAPTIVATE 2.0

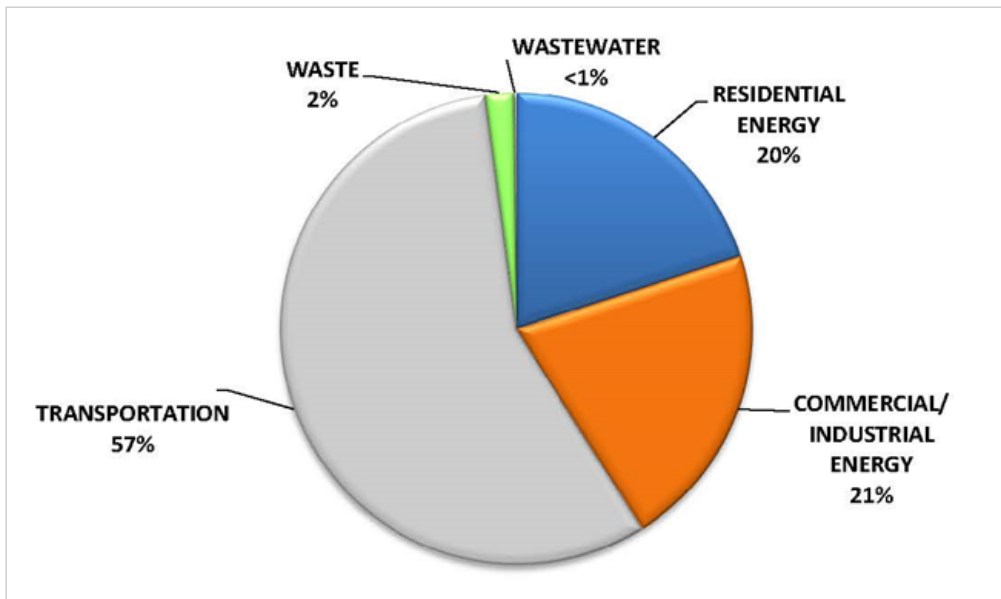
INTRODUCTION

BACKGROUND

Western Riverside County has long experienced challenges related to transportation, land use, air quality, and public health. One-way commutes in excess of 30 minutes, congestion, sprawl, unhealthy air days, and related health disparities, such as asthma, are all common in Western Riverside County. The region's extensive use of automobiles contributes to statewide greenhouse gas (GHG) emissions, with transportation emissions accounting for almost two-thirds of the total GHG emissions (57% for the 12 participating Subregional CAP cities, as noted below in Figure 1).

Local efforts to curb vehicle miles traveled are less effective as Western Riverside County residents lead interregional lives, living in one jurisdiction, working in another, and traveling to others for shopping and personal business. An integrated, regional approach is a more productive way to truly, and comprehensively, improve the land use and transportation system for all of Western Riverside County. In 2011, the Western Riverside Council of Governments (WRCOG) secured funding from the Strategic Growth Council to develop the WRCOG Subregional Climate Action Plan (CAP). While the CAP was successfully completed in 2014, the majority of baseline data was from 2010. This effort included 12 of WRCOG's 19 current member jurisdictions—six cities and the County of Riverside prepared individual CAPs instead.

Figure 1. The original CAP estimated that transportation accounted for 57% of the GHG emissions for the Subregional CAP participating cities (12 cities total).



Climate action planning is a politically charged issue in the WRCOG subregion. There are residents and local elected representatives that deny the climate is changing and many are opposed to investing in sustainability efforts. To garner public support for the Subregional CAP, the plan was branded “CAPtivate: A Healthy Western Riverside County” (CAPtivate), and highlighted the co-benefits of sustainability and health. Planning for and investing in health are steadily gaining popularity in the WRCOG subregion which suffers from significant health inequality (see demographics narrative below). The subregion’s transportation challenges, in particular, can be linked to health issues: vehicle emissions and resultant air quality cause respiratory health problems; insufficient transit infrastructure leaves low-income families without access to fresh foods; auto dependence and long-commutes contribute to obesity; and unsafe roadways contribute to patterns of auto collisions with pedestrians and cyclists.

Since 2014, communities in the subregion experienced success in implementing CAP measures, improving both health outcomes and GHG emissions levels. CAPtivate has been especially effective in the energy sector through WRCOG’s Property Assessed Clean Energy (PACE) Programs; the Regional Streetlight Program, which is working to make energy efficient upgrades to over 50,000 local streetlights; and a proposed Community Choice Aggregation (CCA). However, tangible change in terms of land use and transportation measures have proven to be more difficult. Many agencies find it challenging to implement the measures identified in the 2014 CAP due to myriad obstacles, including lack of funding, political opposition, and technical issues. Additionally, the transportation and land use measures do not account for significant recent innovations such as bike sharing, transportation network companies (i.e. Uber and Lyft), and the availability of new funding programs through the State including Senate Bill 1. A truly effective CAP needs to reflect these advances in transportation emissions mitigation.

PROJECT DESCRIPTION

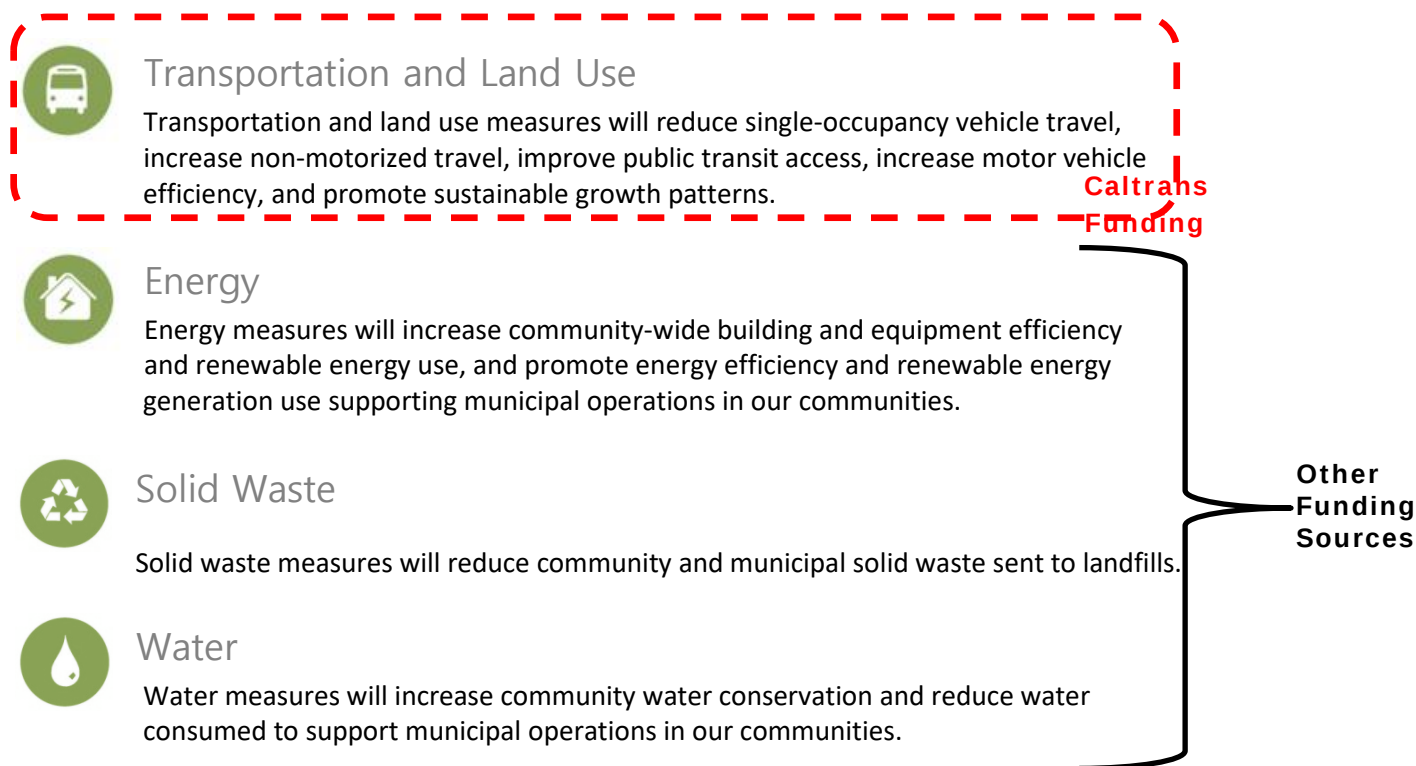
Based on these considerations, WRCOG and its member agencies seek to revise and update the WRCOG Subregional CAP and develop CAPtivate 2.0. This grant application is to fund an update of only the transportation and land use components of CAPtivate, including transportation GHG inventories and the measures and strategies designed to reduce transportation-related GHG emissions. WRCOG is concurrently applying for funding from Southern California Edison and Southern California Gas Company as well as other agencies to fund an update of the non-transportation inventories and emission reduction measures of the CAP. See **Figure 2**.

INTEGRATION WITH EXISTING INITIATIVES

Progress on addressing climate change is best achieved through a dual-pronged approach of deploying both 1) mitigation measures to reduce greenhouse gases, and 2) resiliency strategies to adapt to the future, inevitable effects of climate change. The objective of CAPtivate is to create more livable, equitable, and economically vibrant communities through the reduction of GHG emissions. Climate actions such as enhancing access to sustainable transportation modes, using energy more efficiently, harnessing renewable energy to power buildings, recycling waste, conserving water, and building local food systems, enables the Subregion to keep dollars in our local economy, create new green jobs, and improve public health and quality of life. The purpose of this proposal, CAPtivate 2.0, is to modernize WRCOG’s Subregional CAP and infuse new innovations into measures to reduce transportation- and land use-related GHG emissions leading to a current plan that provides for the future sustainability of Western Riverside County’s environment, economy, and society. Separate, but integrated, efforts are underway to modernize the companion CAPtivate sectors (energy, waste, and water) as well as to empower communities with climate adaptation strategies that protect against future climate change-driven hazards, including the Caltrans-funded Regional Climate Adaptation Toolkit for Transportation Infrastructure.

This grant would support the creation of a cohesive, politically and publicly supported vision for addressing climate change that prioritizes safety, health, and economic development and works alongside greater sustainability efforts including SCAG's RTP/SCS and relevant statewide plans for transportation, housing, environmental justice and social equity, and climate action/adaptation. Lastly, CAPtivate 2.0 will provide a roadmap for the Subregion to achieve deep GHG emissions through the year 2050 and will establish policies and priorities enabling participating cities to implement strategies that successfully fulfill the requirements of Executive Order (EO) S-3-05, Assembly Bill (AB) 32, Senate Bill (SB) 375, SB 32, SB 97, SB 535 and SB 379.

Figure 2. Caltrans grant funding will be used to update the Subregional CAP related to land use and transportation. The update will develop new transportation and land use GHG inventories and emission reduction measures for 19 WRCOG member agencies. CAPtivate contains GHG reduction measures organized into four primary sectors, as follows:



OVERALL PROJECT OBJECTIVES

1. Project Initiation
2. GHG Inventory Updates and Forecast Preparation Related to Land Use and Transportation
3. Establish Long-term GHG Emissions and Reduction Targets Related to Land Use and Transportation
4. Update Land Use and Transportation Reduction Measures
5. Update Subregional CAP Document Related to Land Use and Transportation
6. Update Monitoring Tool Related to Land Use and Transportation and Implement Monitoring Program including an Annual Report Card
7. Comprehensive Outreach and Engagement Related to Land Use and Transportation
8. Present Final CAP
9. Ongoing Project Management and Administration

Table 1 provides a list of the WRCOG member agencies who participated in the original Subregional CAP along with a full list of all member agencies who will receive a transportation and land use GHG inventory as part of this effort. As stated in the Application Form narrative, all WRCOG member agencies will benefit from an updated GHG inventory and have the opportunity to "opt in" to implement various transportation and land uses GHG reduction measures.

Table 1: WRCOG Member Participation				
No.	WRCOG Member	Participated in Original Subregional CAP	Will Develop GHG Inventory for Transportation and Land Use with Caltrans Grant	Will Have Choice to "Opt In" to Work Toward GHG Reduction Measures
1	Banning	Yes	Yes	Yes
2	Beaumont		Yes	Yes
3	Calimesa	Yes	Yes	Yes
4	Canyon Lake	Yes	Yes	Yes
5	Corona		Yes	Yes
6	Eastvale	Yes	Yes	Yes
7	Hemet	Yes	Yes	Yes
8	Jurupa Valley	Yes	Yes	Yes
9	Lake Elsinore		Yes	Yes
10	Menifee		Yes	Yes
11	Moreno Valley		Yes	Yes
12	Murrieta		Yes	Yes
13	Norco	Yes	Yes	Yes
14	Perris	Yes	Yes	Yes
15	Riverside	Yes	Yes	Yes
16	San Jacinto	Yes	Yes	Yes
17	Temecula	Yes	Yes	Yes
18	Wildomar	Yes	Yes	Yes
19	County of Riverside		Yes	Yes

As illustrated above, six cities and the County of Riverside did not participate in the original CAPtivate effort and instead developed their own CAPs. CAPtivate 2.0 will include current transportation and land use inventories for all nineteen jurisdictions. All members will then have the opportunity to opt-in to implement transportation and land use GHG reduction measures.

The following is a sample Table of Contents envisioned for CAPtivate 2.0. Please note that all Caltrans-funded activities will be for transportation and land use only.

SAMPLE TABLE OF CONTENTS FOR CAPTIVATE 2.0

Executive Summary

- Chapter 1, Introduction: provides the framework for the CAP, places the CAP in the context of current climate change science and policy, describes existing regional and local sustainability efforts and accomplishments, and discusses the CAP's relationship to the California Environmental Quality Act (CEQA).
- Chapter 2, Emissions Inventory, Projections, and Goals: describes the emissions inventory process and results, forecasted business-as-usual emissions for the subregion, and the adopted subregional emissions reduction target.
- Chapter 3, Reduction Measures and Actions: contains the anticipated State and federal emissions reductions, and the local reduction measures and actions that will be implemented to meet the subregional reduction target.
- Chapter 4, Implementation and Monitoring: provides best practices and specific resources for implementing reduction measures, the role for measure-specific evaluations, periodic updates to the inventories, the use of indicators to monitor the subregion's progress, and the need for future iterations of the CAP to incorporate new data and reduction measures as they become available.
- Chapter 5, Climate Adaptation and Resiliency Strategy: CAPtivate includes a chapter on Adaptation and Resiliency that has a longer shelf-life than the CAP itself. This chapter would be integrated into CAPtivate 2.0 to provide strategies to address the adverse effects of climate change that are anticipated, regardless of future reductions to GHG emissions. Note, WRCOG received Caltrans funding to develop a Regional Climate Adaptation Toolkit for Transportation Infrastructure (Toolkit), staff may integrate appropriate revisions to the Adaptation and Resiliency chapter based on findings from the Toolkit development process.

Appendices:

Appendix A - Greenhouse Gas Inventory Reports

Appendix B - Emissions Reduction Quantification Methodology

QUALIFICATIONS

The Western Riverside Council of Governments (WRCOG) was formed in 1991 under the California Government Code Section 6500 et. Seq. WRCOG is a special district governed by 26 Executive Committee Members consisting of 18 Members from the cities in Western Riverside County, four Riverside County Supervisors, one Member each from the Eastern and Western Municipal Water Districts, one member from the Morongo Band of Mission Indians, and one Member from the Riverside County Superintendent of Schools.

This project, and the Caltrans grant proceeds, will be managed by the WRCOG Director of Transportation and staff within that Division. The Director of Government Relations and her staff will provide substantial support for the community engagement activities. The WRCOG Chief Financial Officer and his staff will provide grant compliance oversight, process reimbursement requests, ensure compliance with records retention, and oversee auditing. WRCOG has experience managing grant proceeds from a variety of Federal and State agencies and has a tested and systematic process for managing grant-funded projects. This process includes assigning an experienced project manager, developing a "tracking table" that lists all grant requirements and assigning each requirement to a WRCOG staff member or consultant, conducting at least monthly (sometimes weekly) "all hands" meetings or conference calls to review the tracking table, identifying and resolving obstacles, ensuring the project remains within budget (including local match funds), and the project stays on schedule. The proposed team for this project is:

- Mr. Christopher Gray, Director of Transportation
Christopher's responsibilities include oversight of the regional Transportation Uniform Mitigation Fee (TUMF) program, the Active Transportation Program (ATP), and the Clean Cities Initiative. Prior to coming to WRCOG, Christopher worked as a private sector transportation consultant for 20 years; in that capacity, Christopher was the lead consultant for the transportation components of CAPtivate. He has a Bachelor's Degree in Political Science from the University of Florida and a Master's Degree in Urban and Regional Planning from Florida State University.
- Ms. Jennifer Ward, Director of Government Relations
Jennifer oversees a team responsible for addressing the economic development, sustainability, and quality of life goals for WRCOG's member jurisdictions through the implementation of various initiatives. Jennifer leads WRCOG's efforts to build strong relationships with both the local government and private sector, and communicate the Agency's priorities to its partners throughout Southern California and the state. Jennifer has more than 7 years of experience and was one of the lead WRCOG staff involved in developing CAPtivate. Jennifer received her Bachelor of Arts Degree in Environmental Analysis, Society Development and Policy from Claremont McKenna College.
- Mr. Ernie Reyna, CPA, Chief Financial Officer
Ernie oversees a team responsible for the fiscal health of WRCOG, including the Agency's \$61 million budget, the award winning Comprehensive Financial Annual Report (CAFR), and the investments of WRCOG's cash, including the Transportation Uniform Mitigation Fee (TUMF) and Property Assessed Clean Energy (PACE) funds. Ernie received his Bachelor of Science Degree in Business Administration, with an emphasis on Accounting from the University of California, Riverside and is also a Certified Public Accountant (CPA).
- Ms. Andrea Howard, Senior Analyst
Andrea's work involves managing WRCOG's \$4 million local assistance funding program, BEYOND; leading the agency's local and regional efforts to promote health; and supporting WRCOG's various member driven initiatives to advance sustainability, economic development, and quality of life in Western Riverside County. She has been with WRCOG for nearly 3 years and has more than 7 years of professional experience in total. Prior to joining WRCOG, Andrea worked in operations and business

development in the private and nonprofit sectors. Andrea holds a B.S. in Business from San Francisco State University and a Master's Degree in Urban Planning from the University of Southern California.

PROJECT AREA DEMOGRAPHICS

Western Riverside County is a highly diverse region that is home to more than 1.8 million people, which is roughly 78% of the entire Riverside County population. As shown in **Table 2** below, approximately 922,500 WRCOG planning area residents were "covered" under the CAPtivate effort. By including six additional WRCOG members and the County of Riverside, an additional 877,400 residents will be covered for a total of 1.8 million. This is a 95% increase in residents benefitting from a regional CAP. In addition, 10 of the 19 jurisdictions have DAC areas according to CalEnviroScreen 3.0.

Table 2: Population Covered in CAPTIVATE vs. CAPTIVATE 2.0 and DAC				
No.	WRCOG Member	CAPtivate Population Covered ¹	CAPTivate 2.0 Population Covered ¹	All/Some DAC ²
1	Banning	31,068	31,068	
2	Beaumont		46,179	Yes
3	Calimesa	8,637	8,637	
4	Canyon Lake	10,891	10,891	
5	Corona		167,759	Yes
6	Eastvale	64,613	64,613	Yes
7	Hemet	81,868	81,868	Yes
8	Jurupa Valley	101,315	101,315	
9	Lake Elsinore		62,092	Yes
10	Menifee		90,660	
11	Moreno Valley		206,750	Yes
12	Murrieta		114,914	
13	Norco	26,882	26,882	
14	Perris	75,739	75,739	Yes
15	Riverside	326,792	326,792	Yes
16	San Jacinto	47,925	47,925	Yes
17	Temecula	111,024	111,024	
18	Wildomar	35,782	35,782	
19	County of Riverside *assumed 75% of County Total for Western Riverside County		189,010	Yes
	TOTALS (rounded)	922,536	1,799,900 (95% increase in people covered)	

¹ California Department of Finance, E-1 Population Estimates for Cities, Counties, and the State - January 1, 2016, and 2017

² CalEnviroScreen 3.0

Bold = jurisdictions that did not participate in CAPtivate; but will be included in CAPtivate 2.0

The WRCOG planning area is very diverse. Countywide (including areas outside the WRCOG planning area), 48% of residents identify as Hispanic or Latino, 7% as African American, 7% as Asian, 36% as White, and the balance as other, including two or more races, American Indian, or Alaska Native.

Table 3 provides demographic data for WRCOG member agencies compared to the State of California average. For example, 28% of residents living in the WRCOG planning area are under the age of 18 compared to the California average of 25%. The percent of residents over the age of 65, 13%, is two points higher than the State average of 11%. Both of these age groups are more sensitive to the effects of ozone exposure, which can increase asthma emergency visits among children and mortality, especially in the elderly, women, and African Americans. Children, the elderly, and people suffering from heart or lung disease, asthma, or chronic illness are also most sensitive to the effects of PM2.5. Both ozone and PM2.5 are consistently listed as high percentile indicators for DAC status for WRCOG member jurisdictions.

Table 3: WRCOG Member Jurisdictions Demographics ¹					
No.	WRCOG Member	% of Population Under 18	% of Population Over 65	% of Population Non-White	Median Household Income
---	California Average	25%	11%	63%	\$63,783
1	Banning	23%	26%	64% (countywide)	\$40,627
2	Beaumont	30%	11%		\$68,369
3	Calimesa	18%	26%		\$46,070
4	Canyon Lake	22%	17%		\$84,015
5	Corona	30%	7%		\$72,309
6	Eastvale	33%	8%		\$104,940
7	Hemet	26%	22%		\$35,609
8	Jurupa Valley	DNA	DNA		\$58,849
9	Lake Elsinore	33%	8%		\$63,306
10	Menifee	26%	19%		\$57,598
11	Moreno Valley	32%	6%		\$56,456
12	Murrieta	30%	10%		\$76,149
13	Norco	20%	10%		\$87,067
14	Perris	37%	5%		\$51,315
15	Riverside	27%	9%		\$58,979
16	San Jacinto	33%	11%		\$48,382
17	Temecula	31%	8%		\$83,840
18	Wildomar	28%	11%		\$62,976
19	County of Riverside	29%	12%		\$57,972
	AVERAGES	28% 3 pts higher than State	13% 2 pts higher than State	---	---

¹U.S. Census Bureau, Quick Facts, 2010 Data

DNA - Data Not Available

And finally, as discussed in the Application Form, the Robert Wood Johnson Foundation (RWJF) publishes an annual "County Health Rankings" (<http://www.countyhealthrankings.org/>). This ranking system builds on the work of the "America's Health Rankings" and the University of Wisconsin Population Health Institute has used this model to rank nearly every county in the nation since 2010. There are four major ranking categories: 1) Health

Behaviors, 2) Clinical Care, 3) Social and Economic Factors, and 4) Physical Environment. Within the Physical Environment category, there are five subcategories: 1) air pollution (particulate matter), 2) drinking water violations, 3) severe housing environment, 4) driving alone to work, and 5) long commute - driving alone. Taken collectively, Riverside County ranks 56 out of a total of 57 counties in the State of California as having the worst Physical Environment.

Based on the above demographics and health rankings, it is critical that the WRCOG planning area stay current and invested with respect to climate change. CAPtivate 2.0 will be developed at the regional level to enable all member agencies to have a current document for use in individual areas that fulfills all regulations and charts a feasible roadmap for the entire subregion for the next 10 to 35 years.

COMPREHENSIVE PUBLIC OUTREACH (INCLUDING DAC INVOLVEMENT)

There are several factors that call for an extensive public outreach and community engagement effort. Almost 25% of the Caltrans grant request will be used to engage residents and businesses with emphasis on disadvantaged communities and neighborhoods. Factors include:

- The planning area for CAPtivate 2.0 is extremely large extending just north of the City of Riverside roughly 40 miles south to Temecula and approximately 50 miles east to west;
- 40% of Riverside County residents speak a language other than English at home; and
- 19 participating jurisdictions with diverse age distributions, population sizes, political philosophies, and socioeconomic status.

These factors, and others, are driving a multi-tiered public engagement plan that will use both traditional and modern techniques including collaborative meetings and pop-up workshops that will be multi-lingual, ADA accessible, and held at multiple venues, on different days, and at different times to allow for the maximum number of residents and businesses to have input. The outreach also includes extensive use of social media including WRCOG Facebook (950 followers), Twitter (824 followers), and Instagram and an interactive online community engagement platform.

CAPtivate 2.0 will build on successful partnerships established by WRCOG and continually forge new relationships in the sustainability field. Stakeholders who provide input on WRCOG's existing sustainability efforts, and who WRCOG will continue to partner with through CAPtivate 2.0 include: American Heart Association; American Lung Association; Building Industry Association; Boys and Girls Club; California Air Resources Board; Caltrans District 8; Governor's Office of Planning and Research; Greater Riverside Chamber of Commerce; Hospital Association of Southern California; Inland Empire Bicycling Alliance; Inland Empire Women's Business Center; Keep Riverside Clean and Beautiful; Riverside County Department of Public Health; Riverside County Workforce Investment Board; Riverside County Transportation Commission;; Riverside Public Utilities; Riverside Transit Agency; Safe Routes to Schools; Southern California Edison; South Coast Air Quality Management District; Southern California Association of Governments; Southern California Gas Company; TransForm; U.S. Department of Energy; U.S. Green Building Council-Inland Empire; University of California, Riverside, California Baptist University and other higher education and faith-based organizations.

RESPONSIBLE PARTIES

- Western Riverside Council of Governments (WRCOG)
- California Department of Transportation (Caltrans)
- Consultant – to be identified through procurement process (Task 1.2)

OVERALL PROJECT OBJECTIVES

TASK 1: PROJECT INITIATION

Task 1.1: Project Kick-Off Meeting

Hold kick-off meeting with Caltrans and WRCOG. Meet to discuss grant procedures and project expectations, including invoicing, quarterly reporting, and all other relevant project information. Meeting summary will be documented.

- o Responsible Party: WRCOG, Caltrans

Task 1.2: RFP for Consultant Services

Complete a Request for Proposals (RFP) process for consultant services using proper procurement procedures for the development of the Toolkit, Phase I. RFP will be distributed and consultant interviews will be conducted. A consultant(s) will be selected and contracts will be negotiated.

- o Responsible Party: WRCOG, Caltrans

Task 1.3: Memorandum of Understanding

Conduct Project Team meeting to finalize project schedule and milestones.

- o Responsible Party: WRCOG, Caltrans, Consultant Team

Task	Deliverable
1.1	Meeting summary
1.2	Final RFP and consultant distribution list, finalized consultant(s) agreement(s)
1.3	Meeting agenda, sign-in sheet, meeting summary, copy of MOU

TASK 2: PUBLIC OUTREACH AND ENGAGEMENT PROGRAM

Outreach and engagement will occur throughout the Subregional CAP update process and are critical to help ensure continued success of GHG reduction efforts. Through this process the Project Team will educate jurisdictional staff, officials, and community members in participating communities about the CAP update and will solicit feedback and comments about

key components such as new GHG reduction efforts. The Project Team will determine a specific outreach and engagement strategy in consultation with Caltrans, but at this time our proposed approach includes the following components:

Task 2.1: Stakeholder Collaboration Plan

The Project Team will develop a plan for stakeholder engagement that fully integrates relevant city departments, various community and regional stakeholder groups into the Subregional CAP update. The Project Team will work closely with Caltrans to identify a program that is best suited for the effort and is appropriate in scale to the work program. This effort shall be clearly outlined during the project kick-off meeting and shall carry through the work program until the CAPtivate 2.0 project is completed. The Project Team will create a multi-tiered public involvement program that builds on the successes of previous work efforts and includes new, innovative engagement tools focused on defining implementation programs and catalytic opportunities. The following tools are examples of approaches to facilitate public involvement in the process, but shall be adjusted at the kick-off meeting:

Stakeholder and Community Database – The Project Team will identify organizations and persons to invite and engage in the planned activities and create a stakeholder database. This database shall be updated as needed throughout the work program.

Media Contact Plan – The Project Team will develop a plan that addresses dissemination of materials through various media, including new social media such as Facebook and Twitter.

Project Identity and Messaging Materials – This program has been branded “CAPtivate 2.0”. The plan is to use this brand for all public information materials (e.g., meeting invitations, Facebook page).

Meetings and Pop-Up Workshops – May include stakeholder interviews, pop-up workshops, and Planning Directors Committee meetings

Education Materials – The Project Team will produce informational materials that will keep the public educated about the benefits of the project and the ideas and strategies being considered. Materials may include: Fact Sheets, Newsletter and Public Information, Announcements, workshop materials and other educational content to post on the WRCOG web site

- o Responsible Party: WRCOG, Consultant

Task 2.2: Online Engagement with Community Members

All tools, processes, reports, presentations, models and research will be made available to others through the WRCOG website and the project's online interactive community engagement platform. Availability of materials and background data will be promoted through a variety of sources including; monthly electronic newsletters (WRCOG E-Communicator); regularly scheduled standard mail newsletters (Western Riverside County Clean Cities, and Economic Outlook Quarterly Newsletters); WRCOG Facebook, Twitter, and YouTube Channel postings; partner websites and newsletters; and announcements during partner, stakeholder and public outreach meetings. The Project Team will also prepare topics, surveys, and prioritization exercises for uploading to WRCOG's CAPtivate Western Riverside County online community engagement platform.

- o Responsible Party: WRCOG, Consultant

Task 2.3: Pop-up Workshops for In-Person Community Member Engagement

The Project Team will develop a pop-up workshop kit and host up to four (4) pop-up workshops in tandem with existing community events and programs, including local farmers markets and sustainability or health fairs. These

pop-up workshops will include presentation materials on the project and ask the participants to provide feedback on GHG-reduction measures related to transportation.

- o Responsible Party: WRCOG, Consultant

Task 2.4: WRCOG Planning Directors Committee Meetings

WRCOG's Planning Directors Committee (PDC), whose membership is comprised of planning directors from each of WRCOG's 19 jurisdictions as well as the Riverside Transportation Authority (RTA), will serve as the Steering Committee for CAPtivate 2.0. The Project Team will lead presentations at up to ten PDC meetings and synchronize each meeting to coincide with work products and processes in progress. Most of these meetings will consist of one- to two-hour presentations occurring during a regularly scheduled monthly meeting of the PDC. Other CAP advisors/stakeholders will continue to participate in these meetings as their primary interface with the project, although additional one-on-one meetings or presentations may be used to supplement the PDC activities.

- o Responsible Party: WRCOG, Consultant

Task	Deliverable
2.1	Memo with community engagement strategy (draft and final, electronic)
2.2	Develop topics, surveys, and prioritization exercises for WRCOG's online interactive community engagement platform
2.3	Up to four (4) pop-up workshops; Materials for use in pop-up workshops as needed (draft and final, electronic and/or physical)
2.4	Up to ten (10) PDC meetings; Additional coordination with other CAP advisors and stakeholders; PDC item agendas, materials, and meeting summaries as needed (draft and final, electronic and/or physical)

TASK 3: GHG INVENTORIES UPDATES AND FORECAST PREPARATION

Task 3.1: Evaluate and Consolidate Existing GHG Inventories

The Project Team will review the 12 baseline inventories, developed in partnership with ICLEI, in the Subregional CAP. These inventories were prepared using calendar year 2010 data for ten of the 12 participating communities, and the most current available data for the recently incorporated communities of Eastvale and Jurupa Valley. In addition, the Project Team will gather baseline inventories from the local CAPs prepared by the seven other WRCOG member jurisdictions that were not involved in the Subregional effort. These consolidated existing inventories will be used to measure progress towards goals of the original CAP, which may influence various aspects of CAPtivate 2.0, including specific measures and strategies included, based on areas of greatest need. These inventories present data in the following sectors:

- **TRANSPORTATION:** On-road passenger and freight vehicle use results in combustion of gasoline and diesel fuels.
- **OFF-ROAD VEHICLES:** This new sector includes emissions from fuel use in construction machinery, landscaping equipment, and other appropriate machinery types.

- o Responsible Party: WRCOG, Consultant

Task 3.2: Prepare Current Year GHG Inventories

The Project Team will prepare current year (most recent available—likely 2015 or 2016) transportation and land use inventories for all 19 jurisdictions in the WRCOG subregion. These current inventories will use the same methods and data sources as the 2010 inventories and will include the same emission sectors, which will allow for an accurate assessment of emission changes between 2010 and the current year. These inventories will measure emissions for either 2015 or 2016, depending on the availability of necessary data.

- o Responsible Party: WRCOG, Consultant

Task 3.3: Update GHG Emissions Forecasts

The Project Team will prepare updated 2020 transportation and land use GHG emissions forecasts for the 12 jurisdictions that participated in the existing Subregional CAP and new 2020 transportation and land use emissions forecasts for the remaining seven jurisdictions using the same methodology. The Project Team will also prepare 2030 and 2050 forecasts for all 19 jurisdictions, which will assist with setting long-term reduction goals. These forecasts will be based on the current inventories and will rely on regional data sets, local growth expectations (i.e., SCAG's 2016 RTP/SCS), and information collected from local jurisdictions. These forecasts will be "business as usual" projections that will show the expected transportation and land use emissions without any existing or planned GHG reduction efforts.

- o Responsible Party: WRCOG, Consultant

Task	Deliverable
3.1	Consolidated 2010 inventories
3.2	Current transportation and land use inventories
3.3	Updated 2020 transportation and land use GHG emissions

TASK 4: ESTABLISH LONG-TERM GHG EMISSIONS REDUCTION TARGETS

Task 4.1: Establish Long-Term GHG Emissions Reduction Targets

The adopted Subregional CAP establishes a GHG reduction target of 15% below 2010 levels by 2020, consistent with guidance from the AB 32 Scoping Plan and the Governor's Office of Planning and Research. CAPtivate 2.0 will establish long-term GHG reduction targets for the years 2030 and 2050, which will help ensure that the updated Subregional CAP is consistent with SB 32 and the Target 2030 Scoping Plan Update. Additionally, this will continue to ensure that the Subregional CAP meets the requirements of the State CEQA Guidelines Section 15183.5(b), allowing participating communities to use the CAP to streamline environmental review.

- o Responsible Party: WRCOG, Consultant

Task	Deliverable
4.1	Technical Memorandum of proposed long-term GHG reduction targets (electronic)

TASK 5: REVISE AND UPDATE CAP MEASURES

Through the adopted Subregional CAP, substantial work has been completed with respect to identifying, evaluating, and quantifying GHG reduction measures appropriate for each City. City Staff participated in an exercise in which land use, transportation, energy, waste, and water measures were identified and subscription levels (low-silver, medium-gold, and high-platinum) were quantified. WRCOG also quantified the expected impacts of foreseeable regional, state, and federal actions, including the Pavley vehicle standards, and the early action GHG reduction measures (e.g., low carbon fuel standard) in the AB 32 Scoping Plan, developed by CARB and the Climate Action Team (CAT), as well as regional programs such as the WRCOG Transportation Uniform Mitigation Fee (TUMF) Program. The work already completed allows the Project Team to focus its CAP efforts on the post-2020 targets.

Task 5.1: Literature Review

The Project Team will perform a literature review of existing plans, policies, programs and initiatives related to transportation planning and climate action planning at the regional and state level. The findings will be summarized in a “Current Sustainability Initiatives Summary Report”. This effort will include but is not limited to reviewing the following:

- California Transportation Plan (CTP) 2040
- 2017 RTP Guidelines and Promoting Sustainable Communities in California
- 2016 SCAG RTP/SCS
- Complete Streets and Smart Mobility Framework
- Climate Ready Transportation
- Community Climate Resiliency
- Safeguarding California
- Plans and Templates from the Institute for Local Government: <http://www.ca-ilg.org/climate-action-plans>
- California Climate Adaptation Planning Guide
- Proposed 2017 Climate Change Scoping Plan Update, Appendix C
- Planning for Housing

Assessing current initiatives in this way allows for a cross-check of strategies already employed within the WRCOG subregion and will assist the Project Team in aligning CAPtivate 2.0 with regional and State goals.

- o Responsible Party: WRCOG, Consultant

Task 5.2: Review, Revise and Update CAP Measures

The Project Team will review the transportation and land use GHG reduction measures in the adopted CAP document, including the state/regional and local reduction measures and identify any changes to the state and regional measures, which may include updates to existing measures. The Project Team will add any new state and regional measures that are not included in the list, including some of the post-2020 statewide GHG reduction measures that are included in the Target 2030 Scoping Plan such as car sharing, ride sourcing and autonomous vehicles.

Additionally, the Project Team will remove or redefine any state or regional transportation measures that may no longer be planned for or considered viable. After this process, the Project Team will re-assess the GHG reduction potential of any new or changed transportation and land use measures by calculating the long-term GHG reduction potential of all measures, which will assist the participating communities in determining how they can reach their post-2020 reduction goals.

The Project Team will reassess all other transportation and land use measures to ensure that they are consistent with the updated GHG inventories and forecasts. For informational use, we will also include any transportation and/or land use measures that cannot currently be assessed because of uncertainties, but which will likely reduce GHG emissions when they are put into place, such as Phase 2 of California's high-speed rail project.

Following the updates to the state and regional transportation and land use measures, the Project Team will review the list of local measures, including measures from communities that prepared stand-alone local CAPs. We will look at the updated GHG inventories and forecasts, the results of the implementation and monitoring efforts, and any updates to the state and regional measures to determine the remaining amount of GHG emissions that the participating communities must reduce to achieve their goals. Working with WRCOG's Planning Directors and Public Works Committees, the Project Team will determine any local transportation and/or land use measures that should be changed to better reflect local conditions and priorities, ensure that they will continue to be feasible, and remove any redundancies with state and regional measures. We will reevaluate the reduction potential of all revised local GHG reduction measures. We will identify additional local transportation and/or land use reduction measures, based on conversations with consultant, local jurisdiction staff, and the results of public outreach events. These new local measures will address items that are not effectively covered by the existing local measures and will be tailored to match the specific conditions and values in the participating WRCOG communities. Some potential new measures include:

- Strategies to promote alternative fuel vehicles other than electric vehicles
- New measures to reduce off-road vehicle emissions

For each measure, the Project Team will show details that will assist with implementation. This will include showing the participation rate or number of participants, the GHG savings and resource savings (e.g., reduction in VMT), and the reductions per participant. All analyses will be conducted in an open and accessible Excel workbook, which will allow for greater transparency and ease of use.

- o Responsible Party: WRCOG, Consultant

Task 5.3: Financial Analysis

Following the review and feedback of the list of transportation and land use GHG reduction measures, the Consultant shall propose criteria to use in evaluating and prioritizing GHG reduction measures. The criteria shall, at a minimum, include the following:

- GHG reduction potential, in terms of carbon dioxide equivalence (CO₂e);
- Synergy with existing regional programs and policies;
- Estimated costs to the jurisdiction (initial costs and annual operating/staffing costs, if applicable) and potential monetary savings to the local government and to the community;
- Implementation timeframe, typical “payback” period (if applicable) and expected program participation rates;
- Feasibility of implementation, including assessment of effort, potential for funding, potential barriers, and suitability as an “early action” program;
- Co-benefits, including mitigation of risk from adverse impacts of climate change;
- Educational impact and potential for demonstrating leadership to community; and
- Ability to monitor effectiveness.

The Implementation and Monitoring Chapter of the Subregional CAP will be updated based on the above cost-benefit analysis.

- o Responsible Party: WRCOG, Consultant

Task	Deliverable
5.1	Current Sustainability Initiatives Summary Report
5.2	Memo of proposed revisions and new entries for state/regional and local transportation and land use reduction measures
5.3	Components of the Subregional CAP's Implementation and Monitoring Chapter

TASK 6: UPDATE MONITORING TOOL AND NEXT STEPS

Task 6.1: Update Monitoring Tool

A GHG emissions monitoring tool was developed for the WRCOG Subregional CAP to track WRCOG CAP implementation, and subregional climate action activities. The database also includes an interactive Excel spreadsheet for tracking public health indicators. This database enables WRCOG and member jurisdictions to report their progress on a regular basis. By allowing specific tasks to be checked off once each phase of the CAP is completed, jurisdictions are able to save time reviewing reports, tracking data manually, and verifying that measures are fully completed.

Due to the updates to the inventories, forecasts, and GHG reduction measures, the GHG Monitoring Tool will be inconsistent with the newly prepared Subregional CAP and associated technical documents. The Project Team will

update the monitoring tool so that it remains compatible with the Subregional CAP and continues to be helpful to WRCOG and jurisdictional staff.

The Project Team will incorporate the updated 2010 and current year inventories into the monitoring tool, ensuring that it is consistent with the most recent understanding of the subregion's GHG emissions. After updating the transportation inventories in the monitoring tool, we will revise the transportation and land use GHG reduction measures tabs. The Project Team will make sure that the lists of state/regional and local measures match the measures in the updated Subregional CAP, including the lists of which communities are participating in each measure. The Project Team will ensure that the metrics used to quantify the GHG reduction measures are incorporated into the monitoring tool and that the methods used to track measure progress in the monitoring tool are the same as the methods used to calculate reduction potential.

The existing tool is intended to be comprehensive, transparent, and easy-to-use. The Project Team will make updates to the tool that preserve these important functions while improving accuracy and ensuring that the tool is consistent with updates to the Subregional CAP. In discussions with participating jurisdiction staff, the Project Team may identify updates to the Subregional and Community dashboards to make them more useful and visually engaging and may also make revisions to the public health components of the monitoring tool as warranted.

- o Responsible Party: WRCOG, Consultant

Task 6.2: Monitoring Program and Report Card

The Project Team will prepare an MS Word and PowerPoint progress report and presentation template to be used in tandem with the reporting and monitoring tool prepared as part of Task 6.1. These tools will provide a formal framework for monitoring performance and tracking progress of CAP implementation, including health indicators.

The monitoring program and report card will enable quick preparation of staff reports and presentations that can be used by local agency or WRCOG staff to make annual presentations at City Council, Board of Supervisors, or WRCOG Executive Committee meetings, similar to current annual reports on General Plan implementation progress. They will be filled-in using tables and graphs created within other worksheets contained within the tool, as described in Task 6.1.

- o Responsible Party: WRCOG, Consultant

Task	Deliverable
6.1	Updated monitoring tool (draft and final, electronic)
6.2	Progress report and presentation template (draft and final, electronic)

TASK 7: UPDATE SUBREGIONAL CAP DOCUMENT

Task 7.1: Update Subregional CAP Document

The Project Team will update the existing Subregional CAP document to incorporate all new material and analyses, changes to the regulatory framework, best available practices, and other revisions as desired by the Project Team

and participating community staff. Under this approach, the Subregional CAP will continue to serve as the overarching framework for transportation and land use GHG reductions for all participating communities.

Several communities in the WRCOG subregion have adopted stand-alone CAPs—some predate the Subregional CAP, and others were prepared after the Subregional CAP was adopted in 2014. The Project Team will ensure that the updated Subregional CAP will continue to meet the needs of the subregion and be fully capable of serving as the primary transportation and land use GHG reduction strategy for each participating community. At the same time, the Project Team will design the updated Subregional CAP so that the data and other information it presents can be pulled out and placed in an individual jurisdiction's CAP document if needed.

The Project Team will provide an administrative draft CAP to participating community staff for review. After receiving comments on this draft, the Project Team will prepare a revised Public Review Draft of the CAP for public circulation. After public review and the receipt of any additional comments, the Project Team will prepare a final draft of the CAP to be used in adoption hearings. If necessary, a revised final draft will be prepared to address any comments from decision makers.

- o Responsible Party: WRCOG, Consultant

Task 7.2: Consult with SCAG and State Conservation Agencies

The Project Team will consult and coordinate with SCAG to ensure CAPtivate 2.0 is consistent with and best implements the RTP/SCS, including feedback on the financial analysis performed in Task 4.3. The Project Team will contact State Conservation Agencies and plans/maps in order to identify sensitive ecological areas within the Project Area.

- o Responsible Party: WRCOG, Consultant

Task 7.3: Presentation of Draft Subregional CAP to WRCOG and County

Present draft Subregional CAP to local and regional groups including WRCOG standing committees (Elected Officials, City Managers, Public Works and Planning Directors) to collect feedback. WRCOG will also offer to present to each jurisdiction's City Council / the County Board of Supervisors.

- o Responsible Party: WRCOG, Consultant

Task 7.4: Presentation of Final Updated CAP to WRCOG Committees and Caltrans

Present final updated Subregional Climate Action Plan to local and regional groups including the WRCOG standing committees (Elected Officials, City Managers, Public Works and Planning Directors). WRCOG will also offer to present to each jurisdiction's City Council / the County Board of Supervisors. Caltrans will be invited to participate in these meetings, notably, the final presentation to WRCOG's Executive Committee.

- o Responsible Party: WRCOG, Consultant, Caltrans

Task	Deliverable
7.1	Draft Subregional Climate Action Plan

7.2	Summary of feedback from agencies.
7.3	Presentation on Draft Subregional CAP.
7.4	Final Subregional Climate Action Plan

TASK 8: ONGOING PROJECT MANAGEMENT AND ADMINISTRATION

A project of this scale requires careful coordination of a unified team, as well as frequent communication and collaboration with jurisdictional staff. The Project Team is essentially serving as an extension of jurisdictional staff ensuring that each of the jurisdictions' visions are implemented. This task establishes project management procedures, including grant administration, consultants contract administration, communication protocol, scheduling, and timely delivery of products and services.

WRCOG will serve as the project lead and will maintain communication with all consultants and jurisdictional staff. WRCOG will review all work products produced internally and by the Consultant team to provide quality assurance and quality control. WRCOG will also oversee the scope of work and schedule and will ensure the timely delivery of work products.

WRCOG will lead Policy and Advisory Committee meetings, and participate in meetings and/or conference calls with jurisdictional staff throughout the course of the project to ensure project coordination and promote close collaboration with all 19 jurisdictions.

Task 8.1: Project Monitoring & Contract Management

- Oversee all aspects of contract management throughout duration of the grant period.
- Conduct regular meetings with core project team.
 - o Responsible Party: WRCOG

Task 8.2: Fiscal Management

- Act as fiscal manager for the project, including invoicing and ensuring proper documentation of expenditures and timely use of funds.
 - o Responsible Party: WRCOG

Task 8.3: Report Milestone Progress

- Report quarterly on milestone completion to Caltrans' District Project Manager.
 - o Responsible Party: WRCOG

Task	Deliverable
8.1	Meeting notes
8.2	Invoices and Supporting Documents
8.3	Quarterly reports, Final Report



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Report from the League of California Cities

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

Date: June 22, 2018

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

Requested Action:

1. Receive and file.

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

Prior Action:

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

Fiscal Impact:

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

Attachment:

None.

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Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Report on Fiscal Year 2017/2018 Agency Activities

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

Date: June 22, 2018

The purpose of this item is to provide an update of activities undertaken by staff over the last fiscal year.

Requested Action:

1. Receive and file.

This item is reserved for a presentation by WRCOG staff of program highlights and activities.

Prior Action:

None.

Fiscal Impact:

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

Attachment:

None.