Western Riverside Council of Governments
Planning Directors Committee

AGENDA

Thursday, May 9, 2019
9:00 a.m.

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

In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if special assistance is needed to participate in the Planning Directors 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 Planning Directors Committee may take any action on any item listed on the agenda, regardless of the Requested Action.

1. CALL TO ORDER (Keith Gardner, Chair)

2. SELF INTRODUCTIONS

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENTS

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

5. MINUTES

A. Summary Minutes from the April 11, 2019, Planning Directors Committee Meeting are Available for Consideration. **P. 1**

Requested Action: *1. Approve Summary Minutes from the April 11, 2019, Planning Directors Committee meeting.*

6. CONSENT CALENDAR

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

A. WCOG Committees and Agency Activities Update ***Christopher Gray*** **P. 5**

Requested Action: *1. Receive and file.*

B. TUMF Program Activities Update: TUMF Calculation and Collection Process ***Daniel Ramirez-Cornejo*** **P. 25**

Requested Action: *1. Receive and file.*

7. REPORTS / DISCUSSION

A. Presentation by the City of Santa Ana on Cannabis Activity ***Rachel Singer, WRCOG*** **P. 29**

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

B. Presentation by the Neighborhood Partnership Housing Services ***Andrea Howard, WRCOG*** **P. 31**

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

C. RHNA and Housing Legislative Priority Activities Update ***Christopher Gray, WRCOG*** **P. 33**

Requested Action**:** *1. Recommend that the Executive Committee take action to decline the option to take on subregional delegation for RHNA Cycle 6.*

D. State Housing Legislation Update ***Andrea Howard, WRCOG*** **P. 45**

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

E. Approval of Professional Services Agreement for Update to WRCOG's Subregional Climate Action Plan **Andrea Howard*****, WRCOG*** **P. 47**

Requested Action**:** *1. Recommend that the Executive Committee authorize the*

Executive Director to execute a Professional Services Agreement between WRCOG and Environmental Science Associates to update WRCOG's Subregional Climate Action Plan in an amount not to exceed $362,423.

8. ITEMS FOR FUTURE AGENDAS *Members*

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

9. GENERAL ANNOUNCEMENTS *Members*

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

10. NEXT MEETING: **The next Planning Directors Committee meeting is scheduled for Thursday, June 13, 2019, at 9:00 a.m. at WRCOG's office located at 3390 University Avenue, Suite 450, Riverside.**

11. ADJOURNMENT

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Planning Directors Committee
April 11, 2019 **5.A**
Summary Minutes

1. CALL TO ORDER

The meeting of the Planning Directors Committee was called to order at 9:01 a.m. by Chair Keith Gardner at WRCOG's Office, Citrus Conference Room.

2. SELF INTRODUCTIONS

Members present:

Adam Rush, City of Banning
Kelly Lucia, City of Calimesa
Joanne Coletta, City of Corona
Gina Gibson Williams, City of Eastvale (9:14 a.m. arrival)
Deanna Elliano, City of Hemet (9:08 a.m. arrival)
Tamera Campbell, City of Jurupa Valley (9:05 a.m. arrival)
Richard MacHott, City of Lake Elsinore
Cheryl Kitzerow, City of Menifee
Rick Sandzimier, City of Moreno Valley (9:05 a.m. arrival)
Jeff Murphy, City of Murrieta
Grace Williams, City of Perris
Doug Darnell, City of Riverside
Travis Randel, City of San Jacinto
Luke Watson, City of Temecula
Matt Bassi, City of Wildomar
Keith Gardner, County of Riverside (Chair)
Kristin Warsinski, Riverside Transit Agency
Ryan Shaw, WMWD

Staff present:

Christopher Gray, Director of Transportation & Planning
Andrea Howard, Program Manager
Christopher Tzeng, Program Manager
Ivana Medina, WRCOG Fellow

Guests present:

Colin Drukker, PlaceWorks
Patty Nevins, City of Moreno Valley
Kevin White, City of San Jacinto
Phayvanh Nanthavongduongsy, County of Riverside
Robert Flores, County of Riverside
Robert Hernandez, County of Riverside
Aaron Pfannenstiel, Atlas Planning Solutions

3. PLEDGE OF ALLEGIANCE

Chair Keith Gardner led members in the Pledge of Allegiance.

4. PUBLIC COMMENTS

There were no public comments.

5. MINUTES – *(San Jacinto / Banning) 13 yes; 0 no; 1 abstention. Item 5.A was approved. The Cities of Beaumont, Canyon Lake, Eastvale, Hemet, Jurupa Valley, Norco, and Moreno Valley, March JPA, and the Morongo Band of Mission Indians were not present. The City of Wildomar abstained.*

A. Summary Minutes from the March 14, 2019, Planning Directors Committee Meeting are Available for Consideration.

Action: *1. Approved the Summary Minutes from the March 14 , 2019, Planning Directors Committee meeting.*

6. CONSENT CALENDAR - *(San Jacinto / Banning) 14 yes; 0 no; 0 abstentions. Items 6.A was approved. The Cities of Beaumont, Canyon Lake, Eastvale, Hemet, Jurupa Valley, Norco, and Moreno Valley, March JPA, and the Morongo Band of Mission Indians were not present.*

A. WRCOG Committees and Agency Activities Update

Action: *1. Received and filed.*

7. REPORTS / DISCUSSION

A. Senate Bill 2 Planning Grant Overview

Colin Drukker provided an overview of Senate Bill (SB) 2 (Atkins, Building Homes and Jobs Act) including the grant program and its requirements. The Notice of Funding Availability (NOFA) and the application for SB 2 Planning Grant funding has been released and funding will begin in summer 2019 on a non-competitive basis. The main goal of SB 2 is to make funding available to all local governments in California for the preparation, adoption, and implementation of plans that streamline housing approvals and accelerate housing production.

Eligible activities include planning projects that will directly enhance housing production. Examples of this include targeted general plan updates, community plans and specific plans, zoning updates, objective design standards, accessory dwelling unit regulations, environmental analyses that eliminate the need for project-specific review, process updates to improve and expedite local permitting, software updates, and any other activity that one can link to the production of new housing.

Priority Policy Areas are eligible, high-impact activities that will be streamlined for approval and include rezoning to permit by-right, objective design and development standards, expedited processing and innovative housing finances, to name a few. The State has contracted with a team of consultants led by PlaceWorks to provide technical assistance to local jurisdictions. Consultants can help with grant application assistance, review of ideas and applications, housing element compliance, and annual progress reports and costs will be covered by the State. Of important note, jurisdictions will only be permitted to submit one application, and are encouraged to ask for their full allocation in that application.

Committee member Deanna Elliano asked if this also meant the development of single-family homes. Mr. Drukker responded that yes, the grant goal is to produce homes in general, not just affordable homes.

Committee member Matt Bassi questioned if having PlaceWorks as on-call consultants would lead to a conflict of interest.

Mr. Drukker replied that they had checked with the State and there would not be a conflict of interest.

Action: *1. Received and filed.*

B. Resilient IE Activities Update – Evacuation Network

Andrea Howard provided a report regarding current work underway in four key efforts in the Caltrans grant-funded project, Resilient IE, and asked for input on the draft Outreach Plan and draft Hazard and Evacuation Maps.

Aaron Pfannenstiel presented the draft Evacuation Maps describing their purpose and functionality. The maps were created after finding little data in the WRCOG subregion of existing map networks and using the Riverside County Roadway Network. The intent for these maps is to identify the preferred network of evacuation routes and any potential vulnerabilities of this network, using the revised WRCOG Vulnerability Assessment, and to inform action to mitigate those vulnerabilities. The resultant network will be useable in jurisdictions' safety elements.

Mr. Pfannenstiel stressed that the drafts should be further analyzed by each jurisdiction to give feedback to ensure that the resultant network is most appropriate for an emergency situation.

Committee member Grace Williams inquired if warehouses with heavy logistics traffic would be viewed as hazards in the evacuation network.

Mr. Pfannenstiel responded that they would not be, but indicated that, if heavy traffic or other roadway conditions created issues with existing roads included in the network, feedback should note whether the roadway should be replaced or if a redundancy should be added.

Committee members were asked to review and provide input regarding the roadways selected for each jurisdiction. Staff asked that input be submitted to ahoward@wrcog.us by Friday, April 19, 2019.

Action: *1. Received and filed.*

C. RHNA Subregional Delegation

Christopher Gray presented on WRCOG's analysis of subregional delegation for the 6th cycle of RHNA and the specifics of what constitutes delegation. By accepting delegation, the subregion would be tasked with all of the responsibilities related to distributing the housing need for the jurisdictions within the subregion. WRCOG has researched the advantages and disadvantages of taking on subregional delegation and found that while the advantages, such as local control, separate appeals process, and the potential of subregion-specific methodology are benefits, the disadvantages, such as high costs, legal risks, and potential friction between WRCOG and its member jurisdictions, may outweigh the benefits.

Three case studies were provided from agencies that took on subregional delegation in the 4th RHNA cycle and then chose not to pursue subregional delegation again in the 5th RHNA cycle. WRCOG staff communicated with staff from Ventura Council of Governments and found that there were still points of contention within its jurisdictions to this day. WRCOG is exploring options to assist member jurisdictions in this next RHNA cycle through technical assistance and keeping up to date on SCAG RHNA subcommittee meetings to continuously share any updates with the committee.

Action: *1. Received and filed.*

D. Legislative Platform Priority Area Activities Update: Housing

In accordance with WRCOG's 2019-2020 Legislative Platform, WRCOG has begun to work on potential solutions to address RHNA reform and Housing. Thus far, WRCOG has authored an outline of a White Paper, compiled "soundbites" of anecdotes of housing issues in the region, and has begun meeting with regional elected officials to provide a voice for Western Riverside County regarding housing and RHNA.

The committee discussed and provided additional potential solutions for RHNA reform including; connection fees, incentivizing smaller lot division, credit for infrastructure, HOA tax deductions, solar financed separately, giving first time home buyers tax breaks, and expanding initiatives.

Action: *1. Received and filed.*

8. ITEMS FOR FUTURE AGENDAS

There were no items for future agendas.

9. GENERAL ANNOUNCEMENTS

There were no general announcements.

11. NEXT MEETING: The next Planning Directors Committee meeting is scheduled for Thursday, May 9, 2019, at 9:00 a.m., at WRCOG's office located at 3390 University Avenue, Suite 450, Riverside.

12. ADJOURNMENT: The meeting of the Planning Directors Committee adjourned at 11:02 a.m

Western Riverside Council of Governments
Planning Directors Committee

Staff Report

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

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

Date: **May 9, 2019**

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

Requested Action:

1. Receive and file.

Attached are summary of actions and activities from recent WRCOG standing Committee meetings that have taken place for meetings which have occurred during the month of April.

Prior Action:

None.

Fiscal Impact:

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

Attachments:

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

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Item 6.A

WRCOG Committees and Agency Activities Update

Attachment 1

WRCOG April Committees Activities Matrix (Action items only)

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WRCOG Committees Activities Matrix (Action Items Only)	Executive Committee	Administration & Finance Committee	Technical Advisory Committee	Planning Directors Committee	Public Works Committee	Finance Directors Committee	Solid Waste Committee
Date of Meeting:	**4/1/19**	**4/10/19**	**4/18/19**	**4/11/19**	**4/11/19**	**4/25/19**	**Did not meet**
Current Programs / Initiatives:							
Regional Streetlights Program	Received and filed.	n/a	Recommended that the Exectuvie Committee adopt a "Support" position for Congressional Bill H.R 530 (Eshoo) and authorized the Executive Director to transmit a letter on behalf of WRCOG indicatin WRCOG's support for H.R 530.	n/a	n/a	n/a	
Property Assessed Clean Energy (PACE) Programs	1) Adopted WRCOG Resolution Number 05-19; 2) approved the Administration & Finance Committee's recommendation to allow refinancing on Commercial PACE projects; and 3) approved the Administration & Finance Committee's recommendation to allow a 30-year term for Commercial PACE projects that have met certain conditions.	n/a	n/a	n/a	n/a	n/a	
TUMF	1) Approved the 2019 Central Zone TIP; 2) approved the 2019 TUMF Netweork Administrative Amendment.	Received and filed.	n/a	n/a	n/a	Received and filed.	
Fellowship	n/a	n/a	Received and filed.	n/a	n/a	n/a	
New Programs / Initiatives:							
EXPERIENCE	n/a	n/a	n/a	n/a	n/a	n/a	

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Item 6.A

WRCOG Committees and Agency Activities Update

Attachment 2

Summary recaps from April Committee meetings

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Western Riverside Council of Governments
Executive Committee
Meeting Recap
April 1, 2019

Following is a summary of key items discussed at the last Executive Committee meeting. To review the full agenda and staff reports for all items, please click here. To review the meetings PowerPoint presentation, please click here.

Environmental Department Application for Cal Recycle HHW Small Projects Program Grant

- The California Department of Resources Recycling and Recovery (CalRecycle) opened its 33rd round of Household Hazardous Waste (HHW) Small Projects Program Grant application.
- The Committee authorized the submittal of the HHW Small Projects Program Grant application for WRCOG's environmental department to expand the reach of current environmental programs.

PACE Program Update

- The Committee approved the finalized agreements to accept Twain Financial Partners Holding, LLC into WRCOG's Commercial PACE Program.
- The Committee moved to allow refinancing for Commercial PACE projects so long as there is demonstrated savings to the owner and that the financing term does not outlast the estimated useful life of the product.
- In an effort to mirror typical development financing terms, the Committee also approved the option for a 30-year financing term for Commercial PACE projects, increasing the previous maximum financing term for Commercial PACE by five years.

TUMF Program Activities Update

- The Committee approved the 2019 Central Zone Transportation Improvement Program with support from each of the agencies in the Central Zone Committee (the Cities of Moreno Valley, Perris, and Menifee, and the County of Riverside).
- The TUMF Network is the list of projects that can be funded with TUMF funds, broken into two general categories: backbone and secondary projects. Backbone projects typically carry higher levels of traffic between zones and are therefore eligible for additional funding administered through RCTC. The Committee approved the TUMF Network Administrative Amendment to allow for additional backbone projects in the Pass Zone.
- The online TUMF Collection Portal will be completed between July and August of this year, which will allow developers to pay fees online.

Fee Comparison Analysis – Final Report

- WRCOG recently completed an update to the 2016 Fee Comparison Analysis utilizing similar methodology and further analyzed fees in neighboring jurisdictions in San Bernardino and the Coachella Valley.
- The Report can be found here: http://wrcog.us/DocumentCenter/View/5901/Fee-Comparison-Analysis-2018
- The Analysis was conducted across five types of development: single-family residential, multifamily residential, retail, office, and industrial.

- Overall, the average development impact fees for WRCOG jurisdictions are lower than the average of selected San Bernardino County cities, except for retail development impact fees. Average development fees for a single-family home in the subregion is $47,470, and $29,706 for a multifamily home.

Western Riverside County's Clean Cities Coalition Activities Update

- The Western Riverside County's Clean Cities Coalition, administered by WRCOG, focuses on educating the public on air quality, advanced technology, alternative fuels, and other air quality-related issues. It historically has also helped jurisdictions purchase alternative fuel vehicles and assisted with seeking funds for implementation of alternative fuel vehicle fueling and charging stations.
- Since the inception of the Coalition, over five thousand alternative fleet vehicles have come to the subregion, yielding over 9 million gallons of gasoline conserved.
- The Coalition will host an AltCar Expo on October 16, 2019, which will facilitate fuel and technology workshops showcasing advanced technology vehicles and refueling or charging stations.

Next Meeting

The next Executive Committee meeting is scheduled for Monday, May 6, 2019, at 2:00 p.m., at the County of Riverside Administrative Center, 1st Floor Board Chambers.

Western Riverside Council of Governments
Administration & Finance Committee
Meeting Recap
April 10, 2019

Following is a summary of key items discussed at the last Administration & Finance Committee meeting. To review the full agenda and staff reports, please click here. To review the meeting PowerPoint presentation, please click here.

Regional Energy Network (REN) Development Activities Update

- WRCOG, in partnership with the Coachella Valley Association of Governments (CVAG) and San Bernardino Council of Governments (SBCOG), is aiming to create a REN that would advance the subregion's energy efficiency capabilities and result in broader energy savings across communities.
- The Committee recommended that the Executive Committee authorize contract negotiations between WRCOG and Frontier Energy to develop a Business Plan for the REN, the cost of which would be shared between the three COGs.

Preliminary Draft Fiscal Year 2019/2020 Agency Budget

- WRCOG's 2019/2020 annual budget is vetted through its Committee structure and adopted by the General Assembly in June. The preliminary Draft Budget is divided into four departments including Administration, Energy, Transportation & Planning, and Environment. Each of the four departments exhibits a balanced budget for the 2019/2020 Fiscal Year.
- WRCOG is pursuing three fiscal goals to decrease expenditures and increase revenues: 1) to reduce PERS unfunded liability, 2) to sublease approximately 2,000 square feet of existing office space, and 3) to expand the PACE Program commercial footprint.

28th Annual General Assembly & Leadership Conference: Nominations for Outstanding Community Service Award

- In preparation for the 28th annual WRCOG General Assembly and Leadership Conference on June 20, 2019, the Committee discussed nominations for the 2019 Award for Outstanding Community Service.
- To better honor the variety of efforts undertaken by community members, the Committee moved to create three categories within the Outstanding Community Service Award: 1) individual, 2) governmental agency, and 3) non-profit organization.
- The candidates being recommended to the Executive Committee for final approval are: Tom Evans (individual); the City of Lake Elsinore (government agency); and SWAG (non-profit organization).

TUMF Fee Calculation Handbook Updates: High Cube Warehouse Calculations and Administrative Updates

- In response to questions raised by member agencies, staff conducted research to investigate whether fulfillment and distribution centers generate more traffic than high cube warehouses, and if this difference constitutes a new category in WRCOG's TUMF Fee Calculation Handbook.
- Research indicates that distribution centers do generate more regional traffic than high-cube warehouses, however, it was determined that the difference is better addressed by a new calculation number rather than the creation of a new category in the TUMF Fee Calculation Handbook.

Options for Potential WRCOG Assistance for Regional Housing Needs Assessment Subregional Delegation

- The 6th RHNA cycle is projected to begin in Fall 2019. SCAG typically calculates and assigns RHNA numbers to cities; however, subregional delegation is an option for interested jurisdictions.

- The advantages of subregional delegation include a distribution methodology created specifically for the subregion and greater local control and transparency.
- Among the potential challenges associated with subregional delegation, most notable are the high costs, legal risks, and potential friction between WRCOG and its member jurisdictions.
- WRCOG's research indicates that taking on subregional delegation would not likely yield a change in the total housing units to be distributed within the subregion, and the distribution between member jurisdictions may not substantively differ from a SCAG-led allocation.

Next Meeting

The next Administration & Finance Committee meeting is scheduled for Wednesday, May 8, 2019, at 12:00 p.m. in WRCOG's office, located at 3390 University Avenue, Suite 450, Riverside.

Western Riverside Council of Governments
Planning Directors Committee
Meeting Recap
April 11, 2019

Following is a summary of key items discussed at the last Planning Directors Committee meeting. To review the full agenda and staff reports, please click here. To review the meeting PowerPoint presentation, please click here.

Senate Bill 2 Planning Grant Overview

- Senate Bill 2, included in the 2017 Housing Package, created a planning grant program with the goal of making funding available to all local governments in California for the preparation, adoption and implementation of plans that streamline housing approvals and accelerate housing production.
- An overview presentation was given by a consulting firm PlaceWorks, who have been contracted through the state to assist with applications and identification of eligible activities.
- Eligible applicants are incorporated cities/towns and counties. The maximum funding amount is dependent on population size
    - Population < 60k grant amount = $160,0000
    - Population = 60k-200k, grant amount = $310,000
    - Population > 200k, grant amount = $625,000
- Priority Policy Areas (PPA's) are eligible high impact activities that will be streamlined for approval and include rezoning to permit by-right, objective design and development standards, expedited processing and innovative housing finances, to name a few.
- Applications are available now and funding is available on a non-competitive basis. Of important note, jurisdictions will only be permitted to submit one application, and are encouraged to ask for their full allocation in that application.

Resilient IE Activities Update

- Resilient IE, a Caltrans grant-funded project jointly led by WRCOG and SBCTA, is developing a toolkit of resources to make the region's transportation infrastructure more resilient to climate-related hazards. Included in the toolkit is the development of a network of city-level hazard and evacuation maps, Accessible through ArcGIS at http://arcg.is/1y10em.
- Committee members are asked to review and provide input regarding the roadways selected for the jurisdiction and provide input on any needed modifications including the addition or removal of a roadway and/or the need to add a roadway to create a redundancy for any reason. Input should be submitted to ahoward@wrcog.us by Friday, April 19, 2019.

RHNA Subregional Delegation

- The 6th RHNA cycle is projected to begin in Fall 2019. SCAG typically calculates and assigns RHNA numbers to cities; however, subregional delegation is an option for interested jurisdictions.
- The advantages of subregional delegation include a distribution methodology created specifically for the subregion and greater local control and transparency.
- Among the potential challenges associated with subregional delegation, most notable are the high costs, legal risks, and potential friction between WRCOG and its member jurisdictions.
- WRCOG's research indicates that taking on subregional delegation would not yield a change in the total housing units to be distributed within the subregion, and the distribution between member jurisdictions may not substantively differ from a SCAG-led allocation.

Legislative Platform Policy Area Activities Update: Housing

- In accordance with WRCOG's 2019-2020 Legislative Platform, WRCOG has begun meeting with regional elected officials to provide a voice for Western Riverside County regarding housing and RHNA.
- In addition, WRCOG has drafted a RHNA White Paper which offers a solutions-based roadmap for improving the RHNA process. The Outline was included as an attachment to the staff report on this item and staff are seeking input from member agencies and stakeholders on recommended additions and/or modifications to the White Paper content.
- Additionally, members are encouraged to share any information on their experiences planning for and developing housing, including stories and anecdotal information, which WRCOG could use as talking points when discussing housing with lawmakers.
- Staff ask that comments on the White Paper Draft and/or other stories be submitted by April 30, 2019 to ahoward@wrcog.us.

Next Meeting

The next Planning Directors Committee meeting is scheduled for Thursday, May 9, 2019, at 9:00 a.m. at WRCOG's office, located at 3390 University Avenue, Suite 450, Riverside.

Western Riverside Council of Governments
Public Works Committee
Meeting Recap
April 11, 2019

Following is a summary of key items discussed at the last Public Works Committee meeting. To review the full agenda and staff reports, please click here. To review the meeting PowerPoint presentation, please click here.

Small Cell Deployment Activities Update

- HR Green staff provided a presentation on the impacts of new technologies to local agencies and what local agencies can do to prepare for small cell deployment in the region.
- The presentation focused on potential policies that local agencies can adopt to accommodate the new technology while providing local control.

UrbanLeap Innovation Platform

- UrbanLeap staff provided a presentation on its platform which was developed to assist agencies discover, test and share best practices and innovative solutions.
- A demonstration of the platform utilized by the City of Las Vegas was provided to the Committee.
- UrbanLeap staff discussed potential application to the WRCOG subregion on the platform, which offers a low-risk method to test ideas and solutions prior to larger-scale implementation.

2019 TUMF Construction Cost Index Adjustment

- Staff provided an update on the Construction Cost Index adjustment to the TUMF schedule, which will be presented to the Committee in May for a recommendation.
- The Construction Cost Index is an administrative element of the TUMF Program, which is intended to keep the dollar value of the TUMF whole.

TUMF Regional Arterial Program

- Riverside County Transportation Commission (RCTC) staff provided a presentation on initial discussions for a TUMF Regional Arterial Program, Cycle 2. The initial cycle of the TUMF Regional Arterial Program commenced in the mid-2000's and is nearing completion.
- Staff will distribute a survey to the Committee to gauge the number of projects in the TUMF Program that are nearing construction readiness for potential funding.
- Staff would note that RCTC has not determined the selection criteria or timeline for Cycle 2, though construction readiness will be emphasized.

Next Meeting

The next Public Works Committee meeting is scheduled for Thursday, May 9, 2019, at 2:00 p.m., in WRCOG's office, located at 3390 University Avenue, Suite 450, Riverside.

Western Riverside Council of Governments
Technical Advisory Committee
Meeting Recap
April 18, 2019

Following is a summary of key items discussed at the last Technical Advisory Committee meeting. To review the full agenda and staff reports, please click here. To review the meeting PowerPoint presentation, please click here.

Preliminary Draft Fiscal Year 2019/2020 Agency Budget

- WRCOG's 2019/2020 annual budget is under development and will be reviewed by its Committee structure prior to scheduled adoption by the General Assembly on June 20. The preliminary Draft Budget is divided into four departments including Administration, Energy, Transportation & Planning, and Environment. Each of the four departments exhibits a balanced budget for the 2019/2020 Fiscal Year.
- WRCOG is pursuing three fiscal goals to decrease expenditures and increase revenues: 1) to reduce PERS unfunded liability, 2) to sublease approximately 2,000 square feet of existing office space, and 3) to expand the PACE Program commercial footprint.

Fee Comparison Analysis – Final Report

- WRCOG recently completed an update to the 2016 Fee Comparison Analysis utilizing similar methodology and further analyzed fees in neighboring jurisdictions in San Bernardino and the Coachella Valley.
- Analysis was conducted across five types of development: single-family residential, multifamily residential, retail, office, and industrial.
- Overall, the average development impact fees for WRCOG jurisdictions are lower than the average of selected San Bernardino County cities, except for retail development impact fees. Average development fees for a single-family home in the subregion is $47,470, and $29,706 for a multifamily home.
- The Report can be found here: http://wrcog.us/DocumentCenter/View/5901/Fee-Comparison-Analysis-2018

RHNA Subregional Delegation

- The 6th RHNA cycle is projected to begin in Fall 2019. SCAG typically calculates and assigns RHNA numbers to jurisdictions; however, subregional delegation is an option for interested jurisdictions.
- Potential advantages of subregional delegation include a distribution methodology created specifically for the subregion and greater local control and transparency.
- Potential challenges associated with subregional delegation include costs that likely would not be reimbursed, legal risks, and potential friction between WRCOG and its member jurisdictions.
- WRCOG's examination into this indicates that taking on subregional delegation would not likely yield a significant change in the total housing units to be distributed within the subregion, and the distribution between member jurisdictions may not substantively differ from a SCAG-led allocation.

Development of a Regional Energy Network (REN) to Replace the Western Riverside Energy Partnership

- WRCOG, in partnership with the Coachella Valley Association of Governments (CVAG) and San Bernardino Council of Governments (SBCOG), is examining the creation of a Regional Energy Network that would advance the subregion’s energy efficiency capabilities, result in broader energy savings across communities, and provide more funding for accomplishing these objectives compared to that currently received through the Western Riverside Energy Partnership.

- The TAC recommended that the Executive Committee authorize contract negotiations between WRCOG and a consultant to develop a Business Plan for the REN, the cost of which would be shared between the three COGs.

Public Service Fellowship Activities Update

- Since the inception of the Program in 2016, 49 Public Service Fellows have been placed throughout member agencies.
- A number of graduating Round III Fellows presented to the TAC on their experience in the Program; afterward staff hosted a Completion Mixer to highlight Fellows searching for full-time employment opportunities.

Next Meeting

The next Technical Advisory Committee meeting is scheduled for Thursday, May 16, 2019, at 9:30 a.m. in WRCOG’s office, located at 3390 University Avenue, Suite 450, Riverside.

Western Riverside Council of Governments
Finance Directors Committee
Meeting Recap
April 25, 2019

Following is a summary of major items discussed at the last Finance Directors Committee meeting. To review the full agenda and staff reports, please click here. To review the meeting PowerPoint Presentation, please click here.

Presentation by the Riverside County Sheriff Chad Bianco

- Chad Bianco, Riverside County Sheriff, spoke about the first few months in his new role as Sheriff and discussed some of the financial challenges in his role as the Sheriff.
- The Sheriff indicated the administrative staff has completely changed and they are understaffed on Deputy's and actively recruiting.
- The Sheriff indicated that costs for contract cities should not be going up, but since he has just assumed his role, he is having his staff do a comprehensive analysis of costs to run the Sheriff's department and should have better idea regarding costs in the upcoming months.

3rd Quarter Draft Budget Amendment for Fiscal Year 2018/2019

- The single largest amendment was to the Transportation Department expenditures. The Transportation Department has been tasked to perform a portion of the Riverside Transportation Model update (RIVTAM) and incurred costs of approximately $100k. These costs will be reimbursed by a grant.
- Overall, there was a net expenditure increase of $24,870, which is from the RIVTAM update, which will be reimbursed by a grant.

TUMF Calculation and Collection Process Update

- TUMF has collected $40M in the first nine months of the fiscal year and is up $7M from the same time last year.
- Industrial is now the second-highest contributor to TUMF collections.
- WRCOG staff are continuing to work with member agencies in the transition to take over the TUMF calculation/collection process.

Preliminary Draft Fiscal Year 2019/2020 Agency Budget

- WRCOG's 2019/2020 annual budget is under development and will be reviewed by the WRCOG Committee structure prior to scheduled adoption by the General Assembly on June 20. The Preliminary Draft Budget is divided into four departments including Administration, Energy, Transportation & Planning, and Environment. Each of the four departments exhibits a balanced budget for the 2019/2020 Fiscal Year.
- WRCOG is pursuing three fiscal goals to decrease expenditures and increase revenues: 1) to reduce PERS unfunded liability, 2) to sublease excess square feet of existing office space, and 3) to expand the PACE Program commercial footprint.

Items for Future Agenda

- The Finance Directors Committee expressed an interest in hearing from CalPERS about upcoming rates and how they will affect each jurisdiction.

Next Meeting

The next meeting of the Finance Directors Committee is scheduled for Thursday, July 25, 2019, at 1:00 p.m., at WRCOG's office located at 3390 University Avenue, Suite 450, Riverside.

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Item 6.B

Western Riverside Council of Governments
Planning Directors Committee

Staff Report

Subject: **TUMF Program Activities Update: TUMF Calculation and Collection Process Update**

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

Date: **May 9, 2019**

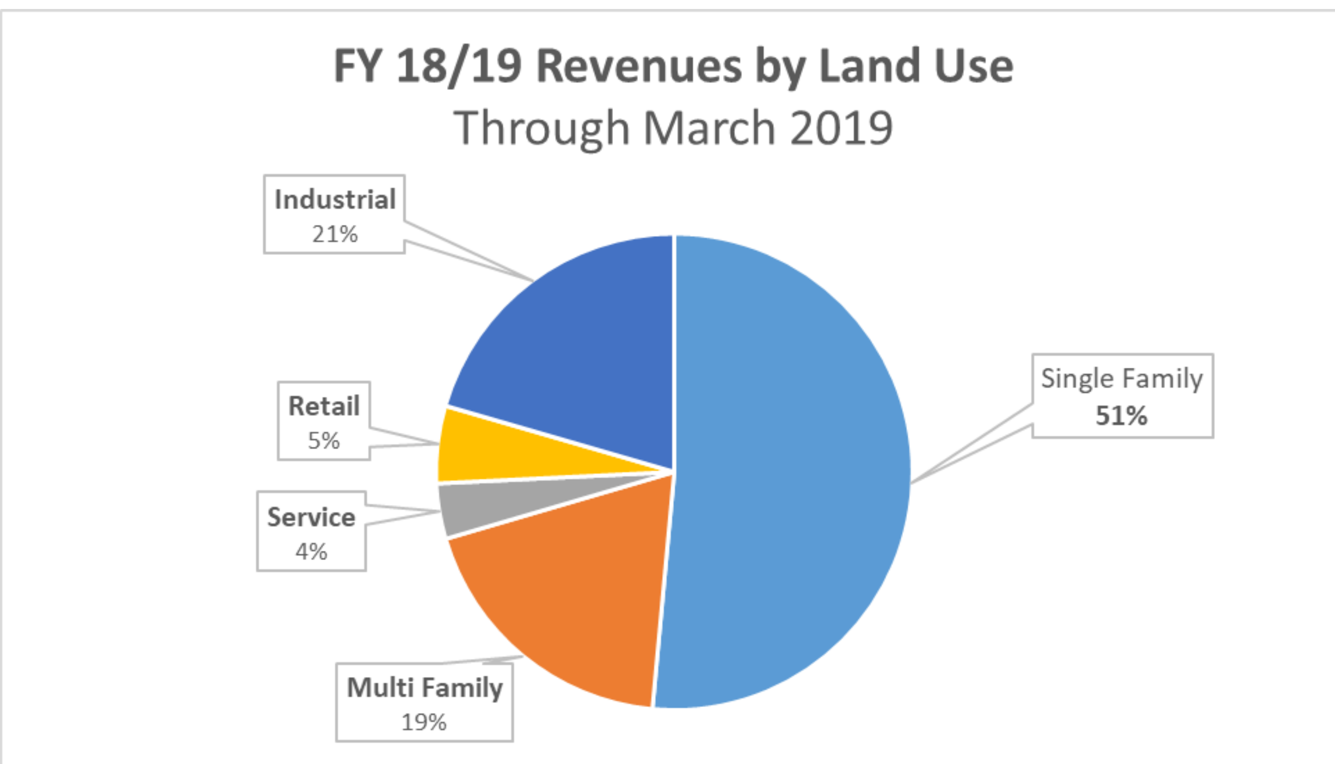
The purpose of this item is to *provide an update on TUMF revenues collected and implementation of the revision to the TUMF calculation process.*

Requested Action:

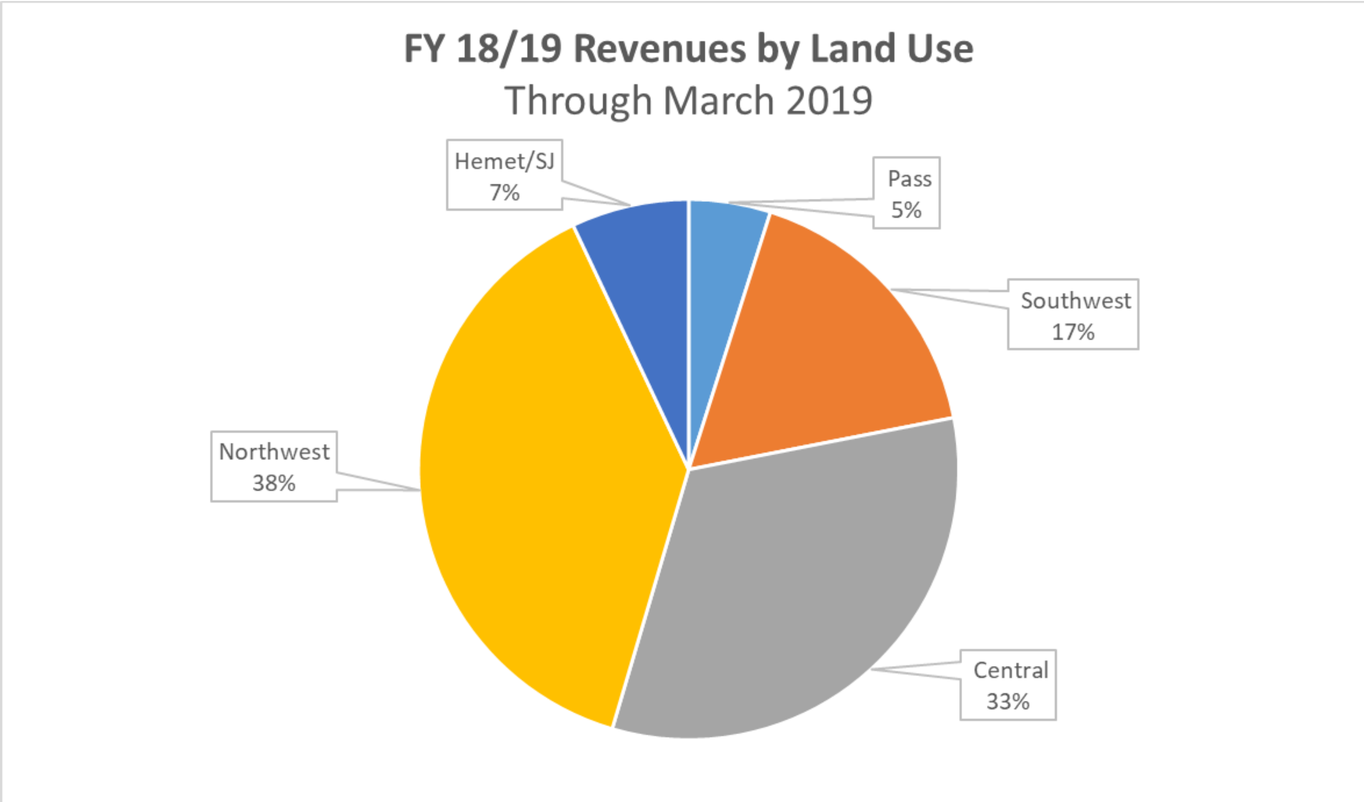
1. Receive and file.

March 2019 TUMF Revenue

For the month of March 2019, the TUMF Program collected $4.5 million. As shown in the following chart, of the $45M collected this fiscal year to date, approximately 53%, or $23M, has been from single-family residential projects, followed by approximately 21%, or $9M, from industrial projects. Through March 2019, multi-family residential development for Fiscal Year 2018/2019 ($8.5M) has exceeded multi-family development collections for Fiscal Year 2017/2018, which was $3.5M.



Through the month of March 2019, the Northwest and Central Zones have collected approximately 71% of all TUMF collections. Pass Zone TUMF collections for Fiscal Year 2018/2019 have exceeded Fiscal Year 2017/2018 collections by approximately $2.1M.



TUMF Calculation and Collection Policy Revision

In October 2018, the Executive Committee approved an update to the TUMF calculation and collection process to allow an option for member agencies to shift the responsibility for TUMF calculation and collection to WRCOG. The option to delegate TUMF calculation and collection to WRCOG will only become effective for a member agency with action by the elected body of the agency to approve the TUMF Ordinance Amendment. Sixteen-member agencies have indicated to WRCOG their intention to shift responsibility for fee calculation and collection to WRCOG and have presented or are planning to present the amended TUMF Ordinance for approval. Implementation of the new TUMF calculation and collection process began on March 1, 2019, in several cities and will occur on a rolling basis because implementation is contingent on TUMF participating agencies approving a TUMF Ordinance Amendment.

Developers currently have the option to pay TUMF electronically to WRCOG through wire transfers or checks delivered to the WRCOG office. Based on the first two months of TUMF collections by WRCOG, most payments have been made electronically. WRCOG is also working with a vendor to develop an online fee portal to provide a second electronic option for developers to make TUMF payments. The online fee portal will provide TUMF participating agency staff the option to prepare reports of fee payments that have been made in their specific agency.

As TUMF is collected by WRCOG in each of the 16 TUMF participating agencies that have opted to delegate the fee collection to WRCOG, staff will provide each agency with a detailed report of the TUMF fee assessments and collections for new development projects.

The Cities of Beaumont, Lake Elsinore, and Perris and the County of Riverside have indicated that they will not be opting-in to the process at this time. The following table provides an update for each TUMF Program participating agency:

Agency	Opt-In	Estimated Effective Date
County of Riverside	No	
Northwest		
Riverside	In	5/1/2019
Corona	In	3/1/2019
Norco	In	5/1/2019
March JPA	In	5/1/2019
Eastvale	In	4/1/2019
Jurupa Valley	In	5/1/2019
Southwest		
Canyon Lake	In	Summer 2019
Temecula	In	4/1/2019
Lake Elsinore	No	
Murrieta	In	4/1/2019
Wildomar	In	5/1/2019
Central		
Moreno Valley	In	5/1/2019
Menifee	In	4/1/2019
Perris	No	
Pass		
Banning	In	Summer 2019
Beaumont	No	
Calimesa	In	5/1/2019
Hemet / San Jacinto		
Hemet	In	5/1/2019
San Jacinto	In	Summer 2019

Prior Action:

None.

April 25, 2019: The Finance Directors Committee received and filed.

Fiscal Impact:

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

Attachment:

None.

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Western Riverside Council of Governments
Planning Directors Committee

Staff Report

Subject: **Presentation by the City of Santa Ana on Cannabis Activity**

Contact: **Rachel Singer, Staff Analyst, rsinger@wrcog.us, (951) 405-6754**

Date: **May 9, 2019**

***The purpose of this item** is to inform and educate the committee on the strategies undertaken by the City of Santa Ana in implementing Cannabis reform.*

Requested Action:

1. Receive and file.

The City of Santa Ana

Ali Pezeshkpour, Senior Planner; Alvaro Nunez, Code Enforcement Manager; and Candida Neal, Planning Manager, from the City of Santa Ana will be presenting on the strategies and efforts undertaken to address cannabis activity in the City of Santa Ana. The presenters will focus on how they have facilitated "organized" cannabis activity that has stimulated economic development.

Prior Action:

None.

Fiscal Impact:

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

Attachment:

None.

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Western Riverside Council of Governments
Planning Directors Committee

Staff Report

Subject: **Presentation by the Neighborhood Partnership Housing Services**

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

Date: **May 9, 2019**

***The purpose of this item is to** provide an introduction to Neighborhood Partnership Housing Services.*

Requested Action:

1. Receive and file.

Overview

Neighborhood Partnership Housing Services (NPHS) works to build stronger communities by creating innovative housing and economic solutions that advance the well-being of people, vitality of neighborhoods, creation of jobs, and sustainability of the environment. NPHS's work focuses on the following impact areas: Affordable Housing, Neighborhood Revitalization, Community Wealth Building and Preservation, Green Building and Environmental Sustainability, and Job Creation and Preservation. More information on NPHS is available at https://nphsinc.org/.

Jenny Ortiz, NPHS Vice President of Social Enterprise & Innovations, will provide an introduction to NPHS and discuss how the organization works with local jurisdictions to facilitate the use and development of scattered, vacant, residential, infill sites to create opportunities for homeownership via manufactured housing.

Prior Action:

None.

Fiscal Impact:

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

Attachment:

None.

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Item 7.C

Western Riverside Council of Governments
Planning Directors Committee

Staff Report

Subject: **RHNA and Housing Legislative Priority Activities Update**

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

Date: **May 9, 2019**

***The purpose of this item is to** provide an update on findings from the exploration of RHNA subregional delegation and activities WRCOG is leading in accordance with its 2019/2020 Legislative Platform to provide alternative support to members with RHNA and other housing-related challenges.*

Requested Action:

1. Recommend that the Executive Committee take action to decline the option to take on subregional delegation for RHNA Cycle 6.

Background

The state-wide housing crisis is creating challenges locally in housing the subregion's growing population, complying with changing legislation, meeting Regional Housing Needs Assessment (RHNA) targets, and avoiding growing risks of non-compliance. New bills are anticipated to continue to emerge in a variety of areas aimed at increasing housing production. In response to this, WRCOG's 2019/2020 Legislative Platform established Housing as a Priority Issue Area, recognizing the acute impact of the state-wide housing shortage and housing-related legislative activity to the WRCOG subregion. For this Priority Issue Area, WRCOG committed, to the extent possible, to having staff lead more targeted lobbying efforts, including engaging state agency staff in solutions-oriented discussions regarding the housing crisis and related activities. One of the leading topics in Housing-related issues is RHNA.

Each local jurisdiction in California is required to adopt a Housing Element as part of its General Plan that shows how the community plans to meet the existing and projected housing needs of people at all income levels. RHNA is the state-mandated process to identify the total number of housing units (by affordability level) that each jurisdiction must accommodate in its Housing Element. As part of this process, the California Department of Housing and Community Development (HCD) and the Southern California Association of Governments (SCAG) identify the total housing need for the SCAG region. California's Housing Element Law (Government Code, section 65584.04) charges SCAG with developing a "methodology to distribute the identified housing need to local governments in a manner that is consistent with the development pattern included in the Sustainable Communities Strategy (SCS), unless a delegate subregion has been established." California's Housing Element Law (Government Code, section 65584.03) allows for "at least two or more cities and a county, or counties, to form a "subregional entity" for the purpose of allocation of the subregion's existing and projected need for housing among its members in accordance with the allocation methodology established."

SCAG is currently preparing for its 6th RHNA Cycle, which will cover the planning period of October 2021 through October 2029. WRCOG members directed staff to explore the costs and benefits of subregional delegation to identify whether subregional delegation could alleviate some of the challenges members have faced with complying with RHNA. The following outlines the findings of WRCOG's research and presents alternative options for supporting members with addressing RHNA and related challenges in the future.

Subregional Delegation Process, Advantages, and Disadvantages

The 6th Cycle RHNA process is anticipated to begin in fall 2019, led by either SCAG or a subregional entity. Under the subregional delegation process, WRCOG would utilize consultant services to develop a methodology approved by SCAG and HCD to allocate the subregion's assigned housing targets in participating member agencies, as opposed to having SCAG lead the application of a methodology it develops. WRCOG would then work collaboratively with participating member agencies to allocate the units, by income level, to various areas within the WRCOG subregion, in accordance with the methodology.

The most significant advantages to subregional delegation include:

- Greater local control via the process of establishing a subregion-specific methodology for allocation.
- A separate appeal process from SCAG, meaning that a successful appeal within the SCAG region would not result in an increased allocation to the subregion.

The most significant advantages to subregional delegation include:

- Potential to cause friction between WRCOG and its members and even between members – this has been an issue with other agencies which have pursued subregional delegation in the past.
- High costs associated with contracting with a consultant team to lead the subregional delegation, in excess of SCAG's earmarked assistance dollars.
- Uncertainty of whether or not subregional delegation will yield a significantly more favorable outcome for member jurisdictions to justify the associated costs – the issues most agencies have with RHNA are likely deeper rooted in the program logistics than in the past SCAG methodologies.
- As a subregional entity, WRCOG would not have indemnification protection from SCAG and would have to be prepared to cover any other costs associated with challenges that could arise.

Feedback Received Regarding Subregional Delegation: WRCOG's Administration & Finance, Planning Directors, and Technical Advisory Committees have each received presentations on the subregional delegation process and provided feedback indicating a preference for declining the option to take on subregional delegation. Reasons cited have included the inherent risks, including potentially high out-of-pocket cost, the likelihood of negatively impacting WRCOG's relationship with its member jurisdictions, and loss of the ability to dispute growth assignments with jurisdictions outside of the WRCOG subregion as primary reasons.

Alternative Support: If WRCOG's leadership chooses not to move forward with subregional delegation, WRCOG would facilitate information sharing, coordinating presentations from SCAG and/or HCD, as well as coordinating information sharing between member jurisdictions through WRCOG's Committee structure throughout the process. In addition, WRCOG could connect interested member jurisdictions with qualified consultants to provide technical and RHNA review assistance. Note that consultant costs, like subregional delegation, have not been budgeted for by WRCOG and participating members would be responsible for covering the full consultant cost.

RHNA Update – Effective Next Cycle

Newly elected Governor Gavin Newsom's campaign platform centered on a plan to solve California's housing crisis and a proposal to construct 3.5 million new units across the State in the next six years. In his first few months of office, Governor Newsom's actions have further solidified his commitment to addressing housing and, on March 11, 2019, the Governor released a Proposal (Housing Planning and Production Grants Draft Trailer Bill Language) which explicitly calls for a revision to the RHNA Process stating that:

> *"It is the intent of the Legislature to revamp the existing regional housing needs allocation process pursuant to section 65584 of the Government Code, to accomplish the following objectives: (1) Creating a fair, transparent, and objective process for identifying housing needs across the state. (2) Strategically planning*

for housing growth according to statewide priorities consistent with section 65041.1 of the Government Code and expected future need for housing at all income levels. And (3) Encouraging increased development to address the state's housing affordability issues."

The Governor's Proposal continues by providing a deadline of December 31, 2022, for proposing a revised RHNA, which will involve stakeholder participation.

The Proposal signals a willingness to address the downfalls of the existing RHNA process. While past actions on the part of WRCOG and member agencies did not result in any substantive change, the Proposal indicates that RHNA will be amended and WRCOG is committed to advocating for the interests of the subregion in the revised RHNA.

2018 RHNA White Paper

As a first step to working with the State to develop an enhanced RHNA, WRCOG is currently developing a White Paper with a solutions-based roadmap for improving the RHNA process. Staff have prepared an Outline for this White Paper, included as Attachment 1, and are seeking input from member agencies and stakeholders on recommended additions and/or modifications to the White Paper content.

Members and stakeholders are encouraged to share feedback on the White Paper Outline, including relevant anecdotes and stories, by Friday, May 3, 2019. Any questions, comments, or suggestions regarding the White Paper Outline can be directed to Christopher Gray at cgray@wrcog.us.

Legislative Outreach

In accordance with WRCOG's 2019-2020 Legislative Platform and its Housing Priority Area, staff have scheduled meetings with each of the subregion's state legislators district offices to discuss WRCOG's legislative priorities and have been sharing a handout, included as Attachment 2, developed for these meetings. As of the date of this report writing, staff have met with the following legislator's offices: Assembly Members Chad Mayes, Jose Medina, Melissa Melendez, Randy Voepel, and Marie Waldron; and Senators Mike Morrell, Richard Roth, and Jeff Stone. Staff are working to schedule a meeting with Assembly Member Sabrina Cervantes' office in the near future. Staff plan to schedule meetings with the legislators in their Sacramento offices later in the year and will seek an Executive Committee representative to participate in these meetings.

As an extension of this effort and the RHNA White Paper, staff are meeting with staff at the Coachella Valley Association of Governments (CVAG) and the San Bernardino Council of Governments (SBCOG) to assess interest in growing WRCOG's activities into a regional effort, including a White Paper signed by each of the three COG's and holding joint meetings with legislators in Sacramento. Staff believe that working collaboratively to establish a unified platform will help to signal the region's commitment to a solutions-oriented process and may help garner additional support for the platform from legislators representing our neighboring inland communities.

Prior Action:

April 18, 2109: The Technical Advisory Committee received and filed.

Fiscal Impact:

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

Attachments:

1. RHNA White Paper Outline.
2. Housing Legislation Handout.

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Item 7.C

RHNA and Housing Legislative Priority Activities Update

Attachment 1

RHNA White Paper Outline

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RHNA White Paper Outline

Question: Now that RHNA is 50 years old, has it increased housing production and/or affordability across the state and in areas like Western Riverside County

1. History of RHNA
    a. Established in 1969
    b. Periodic updates
    c. Attempt to address housing scarcity in California through requiring jurisdictions to develop plans for housing
    d. Assumes that designating sufficient land for housing will lead to the production of housing
    e. Does not address housing production or housing turnover
2. How it works
    a. Broad guidelines developed by State
    b. Allocations done by HCD and SCAG
    c. Local agencies implement through Housing Elements
    d. Vast majority of housing built by private developers
3. WRCOG's Experience with RHNA
    a. Prior activities
        i. 2000 RHNA Update White Paper
        ii. WRCOG 2002 Presentation on RHNA to SCAG's Growth Visioning Subcommittee
        iii. 2007 RHNA Allocation Appeal
        iv. 2008 RHNA Reform Committee
    b. Current activities
        i. WRCOG data review
4. How effective is RHNA?
    a. Has housing production increased? - NO
        i. Housing production lags behind population growth
        ii. Housing production accelerated in early 2000's
        iii. Housing slowed during great recession
        iv. Housing production is still less than the required amount
    b. Is there a lack of available land? - NO
        i. Approximately 200,000 entitled parcels for housing development in Western Riverside County
    c. Are WRCOG jurisdictions non-compliant with RHNA?- NO
        i. Only 2 WRCOG jurisdictions have non-compliant housing elements
    d. Has the RHNA process lead to increased housing production? - NO
5. Consequences of the current system
    a. Long commutes to jobs in Orange County, San Bernardino County, LA, and SD
        i. 60%+ of residents travel outside of Riverside County for their primary job
    b. Persons per household is increasing
        i. Added 25,000 houses but 125,000 population over the last 5 years
    c. Greenhouse gas emissions and VMT are increasing
        i. If RHNA goals were met in the WRCOG Region without the jobs, then there would be even higher levels of increases in GHG and VMT
6. If RHNA isn't solving the problem, then what are the root causes of the problem?

a. Incomes
    i. Household income is decreasing, adjusted for inflation
b. Jobs
    i. Recent job growth is primarily in retail and transportation
    ii. Limited employment in the professional and technical sectors
    iii. Region lags behind the rest of the state in terms of high-paying, high-skilled jobs
c. Education
    i. WRCOG lags behind the region in terms of education attainment, making it difficult for current residents to secure the education necessary for high-paying, high-skilled jobs
d. Labor and material shortages drive up the cost of housing
    i. Construction cost for a new home is approximately $250K just for labor and materials
e. Locational decisions are based on a variety of factors
    i. Schools, family, friends, social activities, etc.
    ii. Job location is not the sole reason for a person to locate in that community
f. Lack of existing home turnover
    i. Demographics models assumed turnover of existing housing stock as people age, has not occurred- Why?

7. How Do We Solve the Housing Problem?
    a. RHNA
        i. Base RHNA on job growth instead of household growth
            1. This approach will ensure that areas with employment growth provide sufficient housing for people working in that area
        ii. Revisit the household income calculation process
            1. Consider calculation household income for affordability purposes based on a regional definition instead of a countywide definition
                a. Addresses some of the intercounty commuting travel now occurring
        iii. Revisit the definition of density in RHNA since the use of a uniform density (30 units per acre) ignores current development practices and is not fiscally viable in geographies where land costs are too low to justify the increased development cost per unit.
    b. Other
        i. Provide additional economic development incentives/support in those regions with high numbers of commuters
        ii. Expand incentives for middle-class homebuyers who might be currently priced out of the market
        iii. Invest in research for innovative methods related to home construction to bring down the cost of developing homes
        iv. Determine what barriers currently exist that limit the turnover of existing single-family homes
        v. Focus regulations and incentives on bringing denser development to urban areas with existing jobs and transit infrastructure, discourage increased sprawl which leads to increased VMTs and GHG emissions

Item 7.C

RHNA and Housing Legislative Priority Activities Update

Attachment 2

Housing Legislation Handout

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WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

2019/2020

LEGISLATIVE PRIORITY: **HOUSING**

Picture Courtesy of Rodriguez Consulting Group

About WRCOG

The Western Riverside Council of Governments' (WRCOG's) member jurisdictions include 18 cities and the County of Riverside. This area is one of the fastest growing regions in the country by population, though growth of jobs—especially high paying jobs—is lagging. A majority of working residents commute outside of the subregion for work on a daily basis, contributing to the County's average annual per capita vehicle miles traveled (VMT) of 10,461 which exceeds the state-wide average by 210%.

Housing Issue Overview

Throughout California, there is a housing affordability crisis spurred by a mounting shortage of housing supply. The shortage itself is caused by myriad factors—regulatory measures, such as CEQA and stringent building codes; rising labor and materials costs; local fees and ordinances; and more—and as such, will require a multi-pronged, multi-sector approach to correct.

Western Riverside County communities have been acutely impacted by the crisis and, like state officials, leaders in the subregion recognize the need for more housing at all affordability levels and are eager to work collaboratively to achieve this goal. WRCOG's leadership urges law makers and state officials to engage local agencies in the solution to ensure that all measures meet their intended effect in each of the state's diverse geographies and work to complement other goals, such as the state's sustainability goals.

WRCOG LEGISLATIVE PRIORITY: **HOUSING**

LOW PRODUCTION RATES SYMPTOMATIC OF MARKET CONDITIONS

- Though Western Riverside County currently has 200,000 entitled lots, only 25,000 units have been built in the past 5 years.
- Separate from local codes and fees, developers face significant challenges in making projects viable to construct.

ECONOMIC FACTORS LIMIT OWNERS / RENTERS ABILITY TO AFFORD HOUSING

- Incomes in the WRCOG subregion have fallen since 2012, when adjusted for inflation.
- 60% of renters in Western Riverside County are cost burdened, spending 30% or more of monthly income on housing.
- The housing affordability strategy to "drive until you qualify" is leading families to locate increasingly further from jobs.

THE WRCOG SUBREGION HAS A JOBS-HOUSING IMBALANCE

- 2/3 of Western Riverside County residents currently commute outside of subregion for work.
- Employment throughout the County is concentrated in industries like retail, hospitality, and warehousing. These industries often provide low wage jobs and lack full-time employment and benefits.

WRCOG'S GOALS

1. Comprehensive state housing policy
2. Housing policy discussions that engage local jurisdictions
3. Economic development as a driving factor in housing policy

Western Riverside Council of Governments
Planning Directors Committee

Staff Report

Subject: **State Housing Legislation Update**

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

Date: **May 9, 2019**

***The purpose of this item is to** provide a summary introduction to a selection of proposed state legislation pertaining to housing.*

Requested Action:

1. Receive and file.

Housing Bills of the Week

The following is a summary of the League of California Cities identified "Hot Bills of the Week" for the week of April 29, 2019, summarized by the League of California Cities, with links to longer summaries from Capitol Track.

ACA 1 (Aguiar-Curry) Local government financing: affordable housing and public infrastructure: voter approval

Summary: The California Constitution prohibits the ad valorem tax rate on real property from exceeding 1% of the full cash value of the property, subject to certain exceptions. This measure would create an additional exception to the 1% limit that would authorize a city, county, city and county, or special district to levy an ad valorem tax to service bonded indebtedness incurred to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure, affordable housing, or permanent supportive housing, or the acquisition or lease of real property for those purposes, if the proposition proposing that tax is approved by 55% of the voters of the city, county, or city and county, as applicable, and the proposition includes specified accountability requirements.

League Position: Support

AB 1568 (McCarty) Housing law compliance: prohibition on applying for state grants

Summary: A measure that would withhold and divert critical transportation funds from the Road Repair and Accountability Act (SB 1, Beall), for cities' basic maintenance and road repair needs.

League Position: Oppose

SB 5 (Beall) Affordable Housing and Community Development Investment Program

Summary: Would establish in state government the Affordable Housing and Community Development Investment Program, which would be administered by the Affordable Housing and Community Development Investment Committee. The bill would authorize a city, county, city and county, joint powers agency, enhanced infrastructure financing district, affordable housing authority, community revitalization and investment authority, transit village development district, or a combination of those entities, to apply to the Affordable Housing and Community Development Investment Committee to participate in the program and would authorize the committee to approve or deny plans for projects meeting specific criteria.

League Position: **Support**

SB 13 (Wieckowski) Accessory dwelling units

Summary: Would authorize the creation of accessory dwelling units in areas zoned to allow single-family or multifamily dwelling use. The bill would also revise the requirements for an accessory dwelling unit by providing that the accessory dwelling unit may be attached to, or located within, an attached garage, storage area, or other structure, and that it does not exceed a specified amount of total floor area.

League Position: **Oppose Unless Amend**

SB 50 (Wiener) Planning and zoning: housing development: incentives

Summary: Would require a city, county, or city and county to grant upon request an equitable communities incentive when a development proponent seeks and agrees to construct a residential development, as defined, that satisfies specified criteria, including, among other things, that the residential development is either a job-rich housing project or a transit-rich housing project, as those terms are defined; the site does not contain, or has not contained, housing occupied by tenants or accommodations withdrawn from rent or lease in accordance with specified law within specified time periods; and the residential development complies with specified additional requirements under existing law.

League Position: **Oppose Unless Amend**

SB 330 (Skinner) Housing Crisis Act of 2019

Summary: The Housing Accountability Act requires a local agency that proposes to disapprove a housing development project that complies with applicable, objective general plan and zoning standards and criteria that were in effect at the time the application was deemed to be complete, or to approve it on the condition that it be developed at a lower density, to base its decision upon written findings supported by substantial evidence on the record that specified conditions exist, and places the burden of proof on the local agency to that effect. The act requires a court to impose a fine on a local agency under certain circumstances and requires that the fine be at least $10,000 per housing unit in the housing development project on the date the application was deemed complete. This bill would, until January 1, 2030, specify that an application is deemed complete for these purposes if a complete initial application was submitted, as specified.

League Position: **Oppose**

Prior Action:

None.

Fiscal Impact:

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

Attachment:

None.

Item 7.E

Western Riverside Council of Governments
Planning Directors Committee

Staff Report

Subject: **Approval of Professional Services Agreement for Update to WRCOG's Subregional Climate Action Plan**

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

Date: **May 9, 2019**

The purpose of this item is to *provide an update on the status of CAPtivate 2.0 and receive Committee support to enter into a Professional Services Agreement with the firm Environmental Science Associates to conduct the update to WRCOG's Subregional Climate Action Plan.*

Requested Action:

1. Recommend that the Executive Committee authorize the Executive Director to execute a Professional Services Agreement between WRCOG and Environmental Science Associates to update WRCOG's Subregional Climate Action Plan in an amount not to exceed $362,423.

Background

On February 22, 2018, WRCOG submitted a successful application to Caltrans for grant funding to prepare an update and expansion to WRCOG's Subregional Climate Action Plan (CAP), branded CAPtivate, to include all 18 WRCOG member cities and all unincorporated areas of Riverside County. The grant funding will cover the most costly transportation and land use components of CAPtivate; the water, waste, and energy components will be paid for separately.

Consultant Selection and Project Schedule

On November 30, 2018, WRCOG released a Request for Proposals (RFP) seeking qualified firms to support the CAP update. The RFP included the Caltrans-funded component in the required scope and, under Optional Tasks, listed the waste, energy, and water measures, as well as the standalone water district CAPs and the Project Environmental Impact Report (PEIR). Six proposals were received in response to the RFP by the January 24, 2019, deadline. Interviews were held on Thursday, February 7, 2019, with the top three scoring firms. The RFP review and interview panel consisted of WRCOG staff as well as representatives from Caltrans, Eastern Municipal Water District (EMWD), Western Municipal Water District (WMWD), and the San Bernardino County Transportation Authority. The project team led by Environmental Science Associates (ESA) was chosen to lead the update, based on the firm's expertise in preparing CAPs as well as their local knowledge. The Professional Service Agreement between WRCOG and ESA is provided as Attachment 1.

Work will commence upon execution of the Professional Service Agreement and will be completed by February 2022.

Components of CAPtivate 2.0: WRCOG Subregional Climate Action Plan Update

CAPtivate 2.0 will include a comprehensive update to greenhouse gas (GHG) inventories and GHG reduction strategies for all sectors; establish GHG targets for the year 2050; and will involve each of WRCOG's member jurisdictions, including those with locally developed CAPs, incorporating local CAP strategies to yield a truly comprehensive subregional CAP. As a result, CAPtivate 2.0 will be better equipped to capture the subregion's progress in meeting state-wide reduction targets and assist all member jurisdictions with implementation and monitoring. The specific components of CAPtivate 2.0 are described in further detail below:

1. GHG inventories updates and forecast preparation: Review and update baseline inventories included in CAPtivate and/or local CAPs. 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 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 32 and the Target 2030 Scoping Plan Update.

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 jurisdiction – including quantifying the impact of state mandates and regional programs, such as WRCOG's Transportation Uniform Mitigation Fee Program. Leveraging the work already completed, the project team will identify lessons learned regarding previously implemented measures to update measures appropriate for meeting all 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 Project Team will update the monitoring tool so that it remains compatible with the Subregional CAP and streamlines CAP monitoring for WRCOG and member jurisdictions. By allowing specific tasks to be checked off once each phase of the CAP is completed, jurisdictions will be able to save time reviewing reports, tracking data manually, and verifying that measures are fully completed.

5. Update Subregional CAP document: The Project Team will update the existing Subregional CAP document to incorporate all new material and analyses. 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 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.

CAPtivate 2.0 PEIR

Members of WRCOG's Planning Directors Committee have expressed interest in developing a PEIR, which could help to reduce the burden of complying with the California Environmental Quality Act (CEQA) when implementing CAP-related measures. As, funding for a PEIR has not been identified, staff will continue to explore funding options for a PEIR and revisit the option as CAPtivate progresses. It should be noted that grant opportunities rarely support environmental analysis, so a PEIR would likely require WRCOG's leadership to direct Agency funds to the PEIR and/or financial contributions from interested member jurisdictions.

Prior Actions:

February 14, 2019: The Planning Directors Committee received and filed.

June 22, 2018: The Executive Committee adopted WRCOG Resolution Number 35-28; 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.

Fiscal Impact:

The total contract amount with ESA of $362,423 has two funding sources. Caltrans grant funding will offset $267,474 for the contract with ESA and WRCOG will match funds and support other CAP related activities in the amount of $94,949, which will be funded through WRCOG's Local Transportation Funds (LTF) over this and the next two Fiscal Years (FY 2019/2020, 2020/2021, and 2021/2022). No funding has been identified for a PEIR at this time.

Attachment:

1. Professional Services Agreement between WRCOG and Environmental Science Associates.

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Item 7.E

Approval of Professional Services Agreement for Update to WRCOG's Subregional Climate Action Plan

Attachment 1

Professional Services Agreement between WRCOG and Environmental Science Associates

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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 ________________ 2019, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG") and **Environmental Science Associates**, a **California Corporation** ("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 **Environmental Planning services**, is licensed in the State of California, and is familiar with the plans of WRCOG.

2.2 Project.

WRCOG desires to engage Consultant to render such professional services for the **CAPtivate 2.0** ("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 **update and expansion of the WRCOG Subregional Climate Action Plan (CAP)** 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 **April 2019** to **March 2022**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

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

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

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

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

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

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

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and sub-contractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and sub-contractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from WRCOG, 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 sub-contractor to commence work on any subcontract until it has provided evidence satisfactory to WRCOG that the sub-contractor has secured all insurance required under this section.

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

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

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* $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 under 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. Defense costs shall be payable in addition to the limits set forth hereunder. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to WRCOG, its 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.

(i) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of WRCOG (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).

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

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

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

(v) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, WRCOG 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.

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **three hundred and sixty-two thousand, four hundred and twenty-three dollars ($362,423.00)** 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 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:

ESA : 80 South Lake Avenue
Suite 570
Pasadena, CA 911101
Attn: Jeff Caton

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

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

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for WRCOG to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all sub-contractors to agree in writing that WRCOG is granted a non-exclusive and perpetual license for any Documents & Data the sub-contractor 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 sub-contractors 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 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 sub-contractors 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 sub-contractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of any WRCOG's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

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

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

3.6 Subcontracting.

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE TO
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT

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

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS	ENVIRONMENTAL SCIENCE ASSOCIATES
By: ______________________	By: ______________________
Rick Bishop	Name: ______________________
Executive Director	Title: ______________________
APPROVED AS TO FORM:	ATTEST:
By: ______________________	By: ______________________
General Counsel Best Best & Krieger LLP	Its: ______________________

*A corporation requires the signatures of two corporate officers.

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

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

EXHIBIT "A"

SCOPE OF SERVICES

Work Plan

The following pages present our work plan to deliver on the core scope of work as defined in the RFP (i.e., Tasks 2 through 8) as well as the Optional Tasks 9 through 12.

Task 2 – Public Outreach and Engagement Program

Task 2.1: Stakeholder collaboration plan

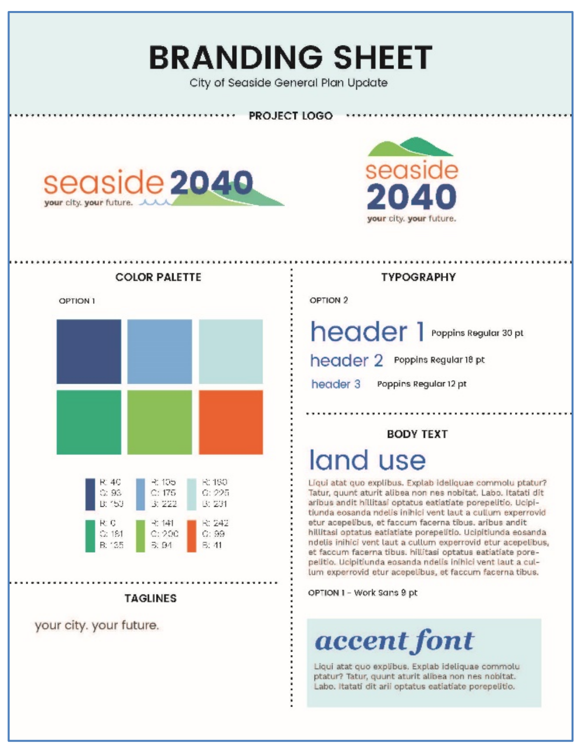
Working closely with WRCOG staff, R+A will prepare a Stakeholder Collaboration Plan that identifies outreach objectives and measures of success, key steps of the process, meetings and workshops for the project, proposed outreach activities, and stakeholders. R+A will work with WRCOG to complete "relational ecosystem mapping" to help identify stakeholders and organizations throughout the region and map out a process for how they will be engaged in the process. In partnership with WRCOG and Caltrans, the team will consider various approaches and/or creative solutions for community participation as described below. The Stakeholder Collaboration Plan will include a clear one-page schedule that communicates the sequencing of engagement activities.

Along with the Stakeholder Collaboration Plan, R+A will lead the following activities:

- **Stakeholder and Community Database.** Using the results of the relational ecosystem mapping, the ESA team will compile a database with diverse stakeholders in the region. These may include local school districts, non-profits, neighborhood associations, hospitals and clinics in the region, community-based organizations, and key community leaders, among others.

- **Project Branding**. Building on the branding materials from CAPtivate, R+A will update materials for this project. At a minimum, this will include the logo and color palette, document layouts and fonts, and PPT presentation template. All public materials will use the branding identity.

- **Educational Materials**. R+A will develop outreach materials, including a CAPtivate 2.0 factsheet, announcements, and other project-related information relevant to the public. Materials will be posted on the project website and distributed during stakeholder meetings. The development of outreach materials would include translating technical information into a more accessible format for the general public. Informational materials will be used to keep the



public educated about the benefits of the project and the ideas and strategies being considered.

Task 2.1 Deliverables:

- Stakeholder Collaboration Plan (with Media Communications Plan integrated or delivered as a separate memo)
- Project branding materials package; stakeholder database in Excel; educational materials

Task 2.2: Online engagement with community members

The team will implement a strategy to engage a diverse range of the community through multiple participation avenues and encourage engagement from members of disadvantaged communities. A balanced outreach strategy will be deployed including the use of technology (e.g., social media tools, online surveys, project website, and others) and pop-up workshops (Task 2.3). It will be important to provide opportunities for the community and stakeholders to participate at their individual level of comfort. Types of activities may include:

- **Project Website**. The project team will work closely with WRCOG staff to provide CAPtivate updates and information that would be posted on the CAPtivate 2.0 website. The website would be used throughout the project to inform stakeholders on key milestones, keep them engaged in the process, and provide opportunities for input into the project.

- **Online Survey**. As a parallel process to the pop-up workshops, R+A will prepare online surveys using MetroQuest (www.metroquest.com), SurveyMonkey, or the CAPtivate online engagement platform to obtain feedback on key issues, opportunities, and emission reduction strategies for CAPtivate 2.0. Topics addressed can include: identifying priority co-benefits, gauging support for and prioritizing GHG reduction strategies, understanding motivations, opportunities, and challenges to reduction strategies, and top environmental considerations. The surveys will be available through a link on the project website. We have found that online surveys are a great way to encourage many people to participate in the process, but also for us to easily analyze responses by demographics, neighborhood location, and length of tenure in the city. If desired, WRCOG may desire to distribution hard copies of the survey, particularly in communities with limited access to online engagement tools.

Task 2.2 Deliverables:

- Project website content
- Online surveys and survey summaries

Task 2.3: Pop-up workshops for in-person community member engagement

The ESA team will facilitate up to four pop-up meetings at highly-attended events (e.g., National Night Out, Music in the Park events, senior events, festivals, farmers' markets, flea markets, or community-organized events) across the region. The purpose of the pop-up workshops will be to: gauge support for and prioritize GHG reduction strategies; understand motivations, opportunities, and challenges to reduction strategies; test messaging; and educate participants. These events will be held at times and locations convenient for a wide cross section of participants (e.g., youth, young families, minority and diverse groups and other traditionally underrepresented groups) and materials will be translated and accessible for all that attend.

Task 2.4 Deliverables:

- Pop-up workshop materials for up to four meetings, including one summary memo

Task 2.4: WRCOG Planning Directors Committee Meetings

Members of the ESA team will attend up to four meetings of the WRCOG Planning Directors Committee. We are proposing that two of these meetings be dedicated to half day workshops as described below. For each workshop, the ESA team will create agenda, materials, and presentations and will facilitate the meeting:

- The first of these workshops will be help toward the beginning of Task 5 (Revise and Update CAP Measures), to solicit feedback on the transportation and land use measures currently included in CAPtivate, to capture new policies, programs and measures being implemented by member cities that are not currently included in CAPtivate, and to gather information on member cities' use of CAPtivate framework and the relevance it has to their current planning efforts. This workshop will be held in conjunction with Task 5.2 (Review, Revise, and Update CAP Measures).

- The second of these workshops will be held in conjunction with Task 6 (Update Monitoring Tool) will bring cities and stakeholders together to discuss the revised CAPtivate 2.0 measures related to transportation and land use, and solicit feedback from the cities on their use the existing CAPtivate monitoring tool and how it can be improved. This workshop is described in more detail under Task 6.1.

Assumptions: Two additional meetings of the Planning Directors Committee will be attended in person by the ESA project manager or project director. Any other attendance at Planning Directors Committee meetings will be by telephone only.

Task 3 – GHG Inventories Updates and Forecast Preparation

Task 3.1: Evaluate and consolidate GHG inventories

For the transportation sector, ESA will collect the GHG inventory and activity data for the 12 GHG inventories prepared for communities that participated in the 2014 Subregional CAP. This scope of work assumes that WRCOG will provide ESA with all the background materials used to prepare these baseline inventories, including inventory calculations in Excel workbooks and modeling files as appropriate. We will also work with WRCOG to obtain the same data for the seven other cities not involved in the Subregional CAP. ESA will review the inventory and activity data and supporting materials developed by the cities and other entities in developing the baseline GHG inventories to inform how the updated inventories, Business-as-Usual (BAU) forecasts, and GHG reduction measure estimates will be quantified. ESA assumes that the baseline inventories will not be updated. However, we will document any methodological inconsistencies between the 12 baseline inventories prepared for the Subregional CAP and those prepared by other WRCOG member cities. Because the Subregion's cities have already expended many resources preparing baseline inventories (either through the Subregional CAP or through their own CAP efforts), ESA will utilize this work and not reinvent the baseline inventories for each participating city.

We will consolidate these inventories into a single Excel workbook that WRCOG and cities can reference as a consolidated baseline for which to compare progress. As feasible, given the likely variation in transportation methods between the 19 different inventories, we will ensure that the methods used to prepare the new inventories described in Task 3.2 below are consistent with the 2010 inventories along with current best practices and protocols.

Task 3.2: Prepare current-year GHG inventories

To assess the region's overall progress toward achieving the 2020 GHG reduction target, ESA will prepare updated community GHG inventories for the transportation sector, for each of the 18 participating WRCOG Cities and the County for the most recent year for which we have access to adequate data. The update will include emissions from on-road transportation, off-road equipment, and passenger rail (if appropriate). The new inventories will follow the ICLEI – Local Governments for Sustainability (ICLEI) U.S. Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions (ICLEI 2012 Protocol) supplemented with the Global Protocol for Community-Scale Greenhouse Gas Emission Inventories (GPC Protocol) (prepared by the World Resources Institute, C40 Cities Climate Leadership Group and ICLEI), as needed.

Fehr & Peers will estimate VMT for the new inventory year (such as 2016) for all jurisdictions using the best regional tool available (which we anticipate being the RIVTAM travel demand forecasting model that has been updated to reflect the 2016-2040 RTP/SCS). This will allow for a consolidated and consistent framework for calculating VMT and GHG emissions for each city, which is integral for preparing BAU forecasts, setting targets, and estimating GHG emission reductions for transportation measures across the region. Fehr & Peers will also determine which of the member cities have developed current VMT estimates and determine the methodology used to develop those estimates. All VMT estimates will be normalized using linear interpolation to reflect the appropriate inventory year horizon.

We suggest 2016 for the inventory year; 2016 is a year for which RIVTAM is calibrated, reflecting the County's roadway network and land use conditions. As such, ESA will work with WRCOG and Fehr & Peers to select a relevant inventory year that represents accurate and available data with which Fehr & Peers can produce data from the travel model.

We anticipate that the organizational boundary of the community inventory updates (i.e., emissions sources) will be consistent with those in the 2010 inventories. This will allow an "apples to apples" comparison with 2010 inventories, for assessing trends in transportation-related emissions over time. However, the new inventories may diverge in some ways from the 2010 inventories, given the rapid evolution of GHG inventory protocols and quantification methods (such as the release of RIVTAM and the EMFAC2017 model). We will make sure WRCOG understands and approves all new inventory methods before completing the inventory updates.

GHG inventories that have been recently completed by the County and WRCOG Cities that did not participate in the Subregional CAP may not use the same methodologies we are recommending. For example, if a city has completed an inventory update as part of developing their local CAP, such as the City of Corona has done, our team will document the methodological differences. Keeping the inventory methods consistent between all cities is essential for a consolidated framework of GHG emissions for transportation in the WRCOG region to support subregional transportation planning. Therefore, we will develop new transportation inventories for all 19 jurisdictions using the same modeling methods and calculation protocols.

VMT can be presented as per capita or per service population efficiency metric and can be further geographically refined by traffic analysis zone (TAZ) level or city level. Please note that TAZ boundaries do not always align with city boundaries and some modifications to the model may be required. Fehr & Peers will work with the project team and WRCOG staff to determine the appropriate approach to developing efficiency metrics for comparative purposes and for developing CAP information.

ESA will use Excel workbooks to quantify emissions, aggregate results across cities and sectors, and present the community GHG inventories for 2010 and the update year (e.g., 2016). Results will be summarized in a memo that includes assumptions, inventory methods, data sources, and a trends analysis to compare existing 2010 inventories with the 2016 inventories and identify to the extent possible the drivers behind the trends (e.g., economic growth or contraction, technology and regulatory changes, climatic conditions, differences in methods and datasets, and new emission factors). This analysis will be useful for determining potential course corrections that may be needed to reach the 2020 GHG reduction target of 15 percent below 2010 levels. The results will be presented so that emissions can be compared across inventory years, and provide a solid foundation for updating the policies and measures in the Subregional CAP document.

ESA will not prepare stand-alone inventories for the municipal operation of transportation and off-road equipment by each city, although these emissions will be included in their community inventories (i.e. City and County municipal fleet vehicles are included in the RIVTAM model, and off-road equipment is included in the OFFROAD2017 model).

Task 3.3: Update GHG emissions forecasts

ESA will collaborate with the County, Fehr & Peers, and SCAG to develop a unified set of socioeconomic data and land use targets (population, dwelling units, households, and employment) for both the inventory update year (e.g., 2016) and the forecast years of 2030 and 2050. The socioeconomic data will provide the basis for BAU emissions forecasts, and in particular for VMT modeling to be conducted by Fehr & Peers. We will undertake this step to assess consistency of growth assumptions between SCAG, the County's General Plan, and the general plans of the individual WRCOG Cities, and ensure that the Subregional CAP, the GHG Monitoring Tool, and associated CEQA analysis are using realistic forecasts.

Fehr & Peers will prepare updated VMT forecasts for 2030 and 2050 using the 2016 SCAG RTP/SCS version of RIVTAM using the "origin-destination" method. These VMT forecasts will include all 19 member jurisdictions and the unincorporated areas of Riverside County within WRCOG. For years not validated in the model (e.g., 2050), ESA and Fehr & Peers will work with the County to develop methods for interpolating or extrapolating VMT from validated model years, as necessary, based on an agreed-upon set of land use and socioeconomic forecast data derived in consultation with the County.

Fehr & Peers will work with the project team, WRCOG staff, and key stakeholders to determine the appropriate assumptions for the 2030 and 2050 "No Build" scenarios (i.e., future without RTP/SCS implementation). This will include reconciling assumptions regarding telecommuting, electric vehicle fleet penetration, autonomous vehicle fleet penetration, and fuel efficiency. To assist in "truthing" future travel behavior, Fehr & Peers will conduct a Trendlab+ tool assessment[1] with a selection of stakeholders to look at 16 market factors affecting travel behavior. This assessment will be compared to the results produced by the local models to identify the reasonableness of the VMT forecasts.

Some adjustments to RIVTAM may be needed to address communities on the model boundaries, such as southern Riverside County. In these communities, trips that leave the model area may be truncated and not fully accounted for in current VMT estimates. As such, Fehr & Peers will work with previous information produced through their big data projects with WRCOG to correct for the model limitations.

Because 2020 is nearly upon us and CAPtivate 2.0 will not be completed until late 2020 or early 2021, we see little value in preparing a 2020 emissions forecast. Thus, ESA will not prepare BAU forecasts for 2020.

Task 3 Deliverables:

- Excel sheet with consolidated 2010 baseline community inventories of transportation and land use emissions
- Excel sheet with current-year GHG inventories, and Excel sheet with new BAU forecasts for 2030 and 2050
- Documentation of methodological differences between ESA-developed inventories and inventories developed independently of the CAPtivate program

Task 4 – Establish Long-Term GHG Emissions Reduction Targets

Task 4.1: Establish long-term GHG emissions reduction targets

Local target setting is a critical step that is informed by emissions forecasting, analysis of feasible state, regional, and local reduction strategies, and consideration of planning objectives including the need for CEQA streamlining of future development projects in the county.

ESA recommends that community-wide 2030 and 2050 GHG targets for land use and transportation be consistent with statewide reduction goals as represented by SB 32 (40 percent below 1990 levels by 2030) and by Executive Order S-03-05 (80 percent below 1990). Setting community-wide targets consistent with these goals is a key step toward meeting the requirements of CEQA Guidelines section 15183.5 (b) for a qualified CAP, which will allow new development projects to determine significance under CEQA by assessing their consistency with the CAP. The targets will also consider quantified GHG reductions expected locally from existing and anticipated state and regional programs (discussed in Task 5 below) and ultimately align with local planning priorities (e.g., create local jobs).

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1 Trendlab+ is a tool that creates scenarios for 16 factors related to trends, including job market health, fuel prices, social networking, autonomous cars, and vehicle ownership. The tool predicts the effects on VMT per capita (based on public research) for each factor, enabling a range of scenario testing to inform decisions about future transportation investments. For more detail, see: http://www.fehrandpeers.com/fpthink/trendlab/

Consistent with our experience developing post-2020 qualified CAPs, the 2017 Scoping Plan Update indicates that achieving the State's long-term GHG targets will require significant policy, technical, and economic solutions across all sectors. For transportation, this includes aggressive zero emission vehicle and trip reduction strategies as well as rapid decarbonization of the electricity supply. Consequently, the lines between energy and transportation emissions are becoming increasingly blurred and selecting long-term targets for just transportation and land use raises cross-sectoral issues. Ideally, emissions inventories and forecasts for the non-transportation sectors will be available when we develop long term targets for CAPtivate 2.0, so that we can develop comprehensive targets addressing all sectors. If not, we will isolate the energy and VMT components of future transportation-related emissions in developing the targets.

Fehr & Peers will provide support in selecting appropriate reduction targets for VMT and transportation-related GHG emissions. Fehr & Peers has developed a VMT Screening Tool for WRCOG as part of their SB 743 Implementation Pathway Study. This tool to identifies low VMT-generating areas and transit priority areas on an interactive web map. Utilizing this mapping, Fehr & Peers and ESA will work with stakeholders to identify the percentage of each city's growth in these low VMT-generating areas and will look at potential policies supporting use in these areas to assist with the GHG emission reduction targets.

Fehr & Peers will also use the results of the Trendlab+ tool assessment and relevant research (including the 2017 Scoping Plan) to provide specific estimates related to electric vehicle fleet penetration that may not affect VMT, but will affect associated emissions and energy consumption.

ESA will prepare a brief memorandum presenting our target recommendations for 2030 and 2050 for WRCOG review. The memo will include a discussion of the pros and cons of each target, how they are consistent with state-level targets, how they would relate to city-specific CAP targets if cities elect to do (or have already done) their own local CAPs, and how they can be used as significance thresholds for new development projects for CEQA tiering purposes.

Task 4 Deliverables:

- Memorandum with proposed 2030 and 2050 subregional targets

Task 5 – Revise and Update CAP Measures

Task 5.1: Literature review

ESA will conduct a thorough literature review of existing state and regional programs, policies, actions, and plans related to transportation and land use planning. We start with the analysis contained in the Subregional CAP and expand to include new plans and programs and updates of existing plans and programs. Our review will include the California Transportation Plan 2040, the 2017 Regional Transportation Plan (RTP) Guidelines and Promoting Sustainable Communities in California, the 2016 SCAG RTP/SCS, the Complete Streets and Smart Mobility Framework, and other plans and programs listed in the RFP. We will also review other transportation-related programs and projects under the primary control of the Riverside Transit Agency, Riverside County Transportation Commission, California Department of Transportation (Caltrans), and other transportation entities can be implemented to reduce GHG emissions. This will serve to align the land use and transportation aspects of CAPtivate 2.0 with regional and state goals. ESA will prepare a summary of our literature review in a brief report.

In addition to synthesizing available information, we will also provide a summary of "transportation disruptive trends" to discuss mobility options that are and will change transportation options moving forward. Trends that will be discussed include electrification of the automobile fleet, autonomous vehicles, transportation network companies, bike sharing, and electric scooters that will supplement the information noted above. We will identify which of these trends is reflected in the VMT estimates.

Fehr & Peers will also utilize their recent CARB research they have documented as part of the SB 743 Implementation Pathway study to develop revised transportation demand management (TDM) reduction potential for use in the WRCOG region.

Task 5.1 Deliverables:

- Current Sustainability Initiatives Summary report

Task 5.2: Review, revise, and update CAP measures

Before finalizing the 2030 and 2050 targets for the land use and transportation sectors developed in Task 4.1, we recommend that the WRCOG consider the feasibility, cost effectiveness, co-benefits and community acceptance of the strategies to ensure that the targets can be met. ESA will research and recommend reduction measures, starting with the existing Subregional CAP transportation measures, that will enable attainment of 2030 and 2050 targets for land use and transportation emissions.

As a first step, ESA and Fehr & Peers will organize a half-day workshop, described under Task 2.4, to bring cities and stakeholders together to figure out how each city and their staff can commit to the CAPtivate 2.0 effort, what actions and initiatives are feasible, and decide on priorities for which local programs to quantify in terms of GHG reduction and cost. This workshop will help determine what types of data and information the cities have at their disposal to track and monitor land use and transportation measures, the time and resources they have available to monitor progress, and what tools would be most useful for them to empower this effort. The knowledge gathered at this workshop will be essential for ESA and Fehr & Peers to build a suite of transportation initiatives that are meaningful, feasible, and effective.

Review Existing CAP Measures

We will review the transportation and land use measures in the existing Subregional CAP and the stand-alone local CAPs completed by WRCOG member cities (e.g., cities of Beaumont and Calimesa) and will work with the WRCOG to collect information on local CAPs currently under development by other member cities (e.g., cities of Corona and Murrieta). We will also solicit information about existing local policies and programs through the half-day workshop mentioned above, and through meetings with the WRCOG Planning Directors and Public Works Committees, and through conversations with WRCOG and with individual cities. The ESA team will identify how measures should be changed to better reflect local conditions and priorities, how implementation feasibility can be improved, and where there are redundancies with regional and state measures.

ESA will prepare a summary of our analysis in a brief memo, which will include recommendations for streamlining, combining measures, eliminating inconsistencies, and areas for improvement and further coordination. The memo will also include recommendations for aligning the new Subregional CAP measures with state and regional measures.

Revise and Update CAP Measures

State and Regional Measures

ESA will adjust the BAU emissions forecasts to account for the expected impacts of foreseeable federal, state, and regional actions, based on the latest information from the California Air Resources Board (CARB) and the

2017 Climate Change Scoping Plan on the implementation of the AB 32/SB 32 Scoping Plan. State measures include the Pavley vehicle standards, the Mobile Source Strategy, Advanced Clean Cars, SB 375 implementation, the California Sustainable Freight Action Plan, the Short-Lived Climate Pollutant Strategy (as it applies to transportation, such as for black carbon emissions from vehicle exhaust), Executive Order B-16-2012 and the 2016 ZEV Action Plan, and any applicable early action GHG reduction measures (e.g., vehicle fleet efficiency measures) in the first Scoping Plan update (2014) developed by CARB and the State's Climate Action Team (CAT). Regional Measures include the Regional Active Transportation Program, SCAG's 2016 RTP/SCS, regional electric vehicle infrastructure development, and transit expansions including the Metrolink Perris Valley Line extension (see *Local Measures* section below). This analysis will be conducted to ensure that the GHG reduction potential for all applicable state and regional measures is consistent with the new GHG inventories and BAU forecasts, as prepared under Tasks 3 and 4.

We will also include an assessment of other transportation and land use measures that cannot be quantified due to uncertainties or modeling limitations, but may influence transportation-related emissions in the future. This may include the High-Speed Rail Project or integration of autonomous vehicles and autonomous rideshare into the transportation landscape.

Current and Existing Local Measures

Understanding the effectiveness of the current Subregional CAP measures is integral to the reduction planning and target-setting process for 2030 and 2050. In consultation with WRCOG and the cities, primarily through the first workshop (see Task 2.4 above) and perhaps through standardized data collection templates (if needed), ESA will identify those measures that are successfully reducing GHG emissions and those measures that are behind in their implementation, and to the extent possible identify the factors determining action or inaction (e.g., funding or financing, staff resources, community support).

ESA will collect all available data from WRCOG on the implementation of the Subregional CAP's transportation and land use GHG reduction measures. We understand that the CAPtivate participating cities are currently not tracking GHG reductions in a comprehensive and consolidated fashion, and many (if not all) are not using the monitoring tool, so ESA will work with WRCOG to collect as much data as possible regarding measure progress and performance since the Subregional CAP was adopted. We will also work with WRCOG to collect available data for the seven cities that did not participate in the Subregional CAP, and those cities that are preparing their own CAPs. ESA will then use this information as a foundation for the new and revised measures in CAPtivate 2.0 and the updated monitoring tool.

The cities and WRCOG have already invested in extensive research, planning, and thought into the transportation and land use measures included in the Subregional CAP. Consequently, ESA will not endeavor to "reinvent the wheel" in CAPtivate 2.0. The work done on the Subregional CAP will form a substantial foundation for a redesigned CAPtivate 2.0. ESA will take this foundation and build upward to develop a suite of transportation measures that enables the Subregion to reach its 2030 target and make substantial progress toward its 2050 target. This will include evaluating current actions that should be updated to better reflect local conditions and priorities and to remove redundancies with state and regional measures. It will also include gathering information about potential additional local measures at the WRCOG Planning Director Workshops and through public outreach and engagement.

New and Revised Local Measures

We will evaluate a range of feasible measures for transportation and off-road equipment, drawing on tools, ideas and experience from many sources, including ICLEI, the US Conference of Mayors Best Practices for Climate Protection, CoolCalifornia.org, CAPCOA, and our experience developing CAPs for local governments in California and beyond. In particular, we will draw from best practices put forth in exemplary CAPs that are designed to achieve deep GHG reductions in the post 2020-era. We will consider programs and policies that are both wholly within the Subregion and those that are regional in nature, and that would require collaboration with other jurisdictions and regional organizations. Note that the first workshop with the Planning Directors Committee (budgeted under Task 2.4) will be used to solicit information on local land use and transportation measures being implemented or considered by member cities that are not currently included in the CAPtivate 1.0 framework.

The ESA team will update the expected GHG reductions for the Subregional CAP measures as appropriate, based on our approach for developing and consolidating existing and new strategies as discussed below, using methods and emissions factors consistent with the new inventory and BAU forecasts. We will supplement these calculations with newly established protocol and expertise from Fehr & Peers. This will help WRCOG and the cities determine how effective the Subregional CAP measures are at reducing GHG emissions and help identify the program adjustments and additional high-impact measures that may be needed to achieve the new 2030 and 2050 targets. This scope of work assumes that WRCOG will provide ESA with all the background materials used to prepare the Subregional CAP, including the emissions forecasts, GHG reduction measure calculations, and other Excel workbooks and modeling files as appropriate.

CAPs that are CEQA-qualified for these longer term targets typically have aggressive goals for reducing vehicle trips, expanding transit-oriented development, and accelerating the market penetration of plug-in electric vehicles and other low-carbon transportation alternatives. We anticipate that this will be true for the WRCOG cities. Although many GHG reduction strategies are most effectively implemented at the local level (e.g., through local ordinances and codes), WRCOG will want to fully leverage effective regional programs to achieve the deep GHG reductions required to reach long term targets. Such programs include, but are not limited to, regional electric vehicle infrastructure development, the Metrolink Perris Valley Line extension, express lane network extension, SCAG congestion pricing, regional telecommuting incentives, SCAG and South Coast Air Quality Management District regional goods movement strategies, WRCOG's Transportation Uniform Mitigation Fee (TUMF) program, the Western Riverside County Clean Cities Coalition, and the WRCOG Active Transportation Plan. Because these programs have developed or matured since WRCOG adopted the Subregional CAP in 2014, and ESA will ensure that such programs are fully leveraged by the CAP update.

CAP measures to reduce VMT-related emissions are predicated on a variety of influencing factors:

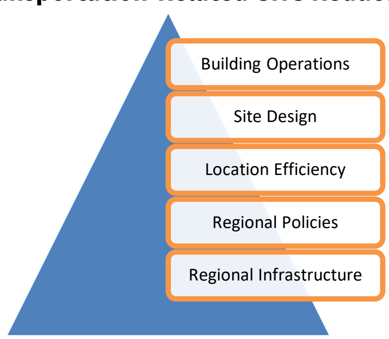
- Private sector influence related to vehicle technology (e.g. EV penetration) and shared mobility (e.g. TNCs, eScooters, bike share)
- Legislative influence such as SB 375, SB 743, AB 32, and other influences that change industry requirements in the region
- Policy and local influence such as land use plans (ensuring we are using our transportation and land use system efficiently), requirements for land development (e.g., TDM programs for new development), and regional infrastructure investment

The Trendlab+ tool will help local stakeholders identify how these factors may influence travel behavior and will be utilized to inform the ultimate CAP measures. In addition, ESA and Fehr & Peers will also work with the stakeholders to review SCAG assumptions related to telecommuting in the region and/or the cost of travel that will also affect travel behavior and affect VMT estimates.

At the local level, Fehr & Peers has recently updated much of the TDM reduction estimate methodology originally published in *Quantifying Greenhouse Gas Mitigation Measures* (CAPCOA, August 2010). Much of the update is based on newer research and Fehr & Peers has already provided a summary of that information to WRCOG as part of the SB 743 Implementation Pathway study. Fehr & Peers will refine this information to identify which measures are most appropriate for specific WRCOG jurisdictions given the rural and suburban land use context of the region.

An important consideration for the mitigation effectiveness is the scale for TDM strategy implementation. The biggest effects of TDM strategies on VMT (and resultant emissions) derive from regional policies related to land use location efficiency and infrastructure investments that support transit, walking, and bicycling. While there are many measures that can influence VMT and emissions that relate to site design and building operations, they have smaller effects that are often dependent on final building tenants. **Figure E-2** presents a conceptual illustration of the relative importance of scale.

Figure E-2: Transportation-Related GHG Reduction Measures



Of the 50 transportation measures presented in the 2010 CAPCOA report, 41 are applicable at building and site level. The remaining nine are functions of, or depend on, site location and/ or actions by local and regional agencies or funders. Of these strategies, only a few are likely to be effective in a rural or suburban setting such as the WRCOG area. To help winnow down the list, Fehr & Peers has reviewed how land use context could influence each strategy's effectiveness and identified the seven for more detailed review. Please note that disruptive trends, including but not limited to transportation network companies (TNCs), autonomous vehicles, internet shopping, and micro-transit may affect the future effectiveness of these strategies. Because of these limitations, strategies 1, 2, 3, 6, and 7, listed below, are initially considered the highest priorities for individual land use project mitigation subject to review and discussion with the project team and advisory committee.

1. Increase diversity of land uses – This strategy focuses on inclusion of mixed uses within projects or in consideration of the surrounding area to minimize vehicle travel in terms of both the number of trips and the length of those trips.

2. Provide pedestrian network improvements – This strategy focuses on creating a pedestrian network within the project and connecting to nearby destinations. Projects in the WRCOG range in size. So the emphasis of this strategy for smaller projects would likely be the construction of network improvements that connect the project sites directly to nearby destinations. For larger projects, this strategy could focus on the development of a robust pedestrian network within the project itself. Alternatively, implementation could occur through an impact fee program such as the TUMF or benefit/assessment district based on local or regional plans.

3. Provide traffic calming measures and low-stress bicycle network improvements – This strategy combines the CAPCOA research focused on traffic calming with new research on providing a low-stress bicycle network. Traffic calming creates networks with low vehicle speeds and volumes that are more conducive to walking and bicycling. Building a low-stress bicycle network produces a similar outcome. Implementation options are similar to strategy 2 above. One potential change in this strategy over time is that e-bikes (and e-scooters) could extend the effective range of travel on the bicycle network, which could enhance the effectiveness of this strategy.

4. Implement car-sharing program – This strategy reduces the need to own a vehicle or reduces the number of vehicles owned by a household by making it convenient to access a shared vehicle for those trips where vehicle use is essential. Note that implementation of this strategy would require regional or local agency implementation and coordination and would not likely be applicable for individual development projects.

5. Increase transit service frequency and speed – This strategy focuses on improving transit service convenience and travel time competitiveness with driving. While the WRCOG area has fixed route rail and bus service that could be enhanced, it's also possible that new forms of low-cost demand-responsive transit service could be provided. The demand-responsive service could be provided as subsidized trips by contracting to private TNCs or Taxi companies. Alternatively, a public transit operator could provide the subsidized service but would need to improve on traditional cost effectiveness by relying on TNC ride-hailing technology, using smaller vehicles sized to demand, and flexible driver employment terms where drivers are paid by trip versus by hour. This type of service would reduce wait times for travelers and improve the typical in-vehicle travel time compared to traditional transit. Note that implementation of this strategy would require regional or local agency implementation, substantial changes to current transit practices, and would not likely be applicable for individual development projects.

6. Encourage telecommuting and alternative work schedules – This strategy relies of effective internet access and speeds to individual project sites/buildings to provide the opportunity for telecommuting. The effectiveness of the strategy depends on the ultimate building tenants and this should be a factor in considering the potential VMT reduction.

7. Provide ride-sharing programs – This strategy focuses on encouraging carpooling and vanpooling by project site/building tenants and has similar limitations as strategy 6 above.

After researching and considering the suite of measures and strategies listed above based on the latest research from Fehr & Peers and CAPCOA, ESA and Fehr & Peers will consult with the COG to decide which individual measures and strategies are to be included and quantified in CAPtivate 2.0. Because many of these individual actions are synergistic and difficult to model accurately as isolated measures, we will look for ways to aggregate and consolidate measures based on logical groupings of actions (such as bicycle network strategies or transit service strategies). This regional modeling approach will account for the synergistic effects of each strategy and their cross-jurisdictional impacts across the region.

Fehr & Peers will calculate the VMT reduction benefits of each CAPtivate 2.0 strategy at the local and regional level using the RIVTAM model. The RIVTAM modeling will be supplemented with other off-model methods as necessary to calculate VMT and GHG emissions reductions for strategies and actions that RIVTAM is not capable of modeling, such as alternative-fueled vehicles and traffic signal synchronization. ESA will then calculate GHG reductions for each measure using the ICLEI 2012 Protocol and EMFAC2017 at the city-level.

Public Health Components

The 2014 Subregional CAP highlighted the potential community benefits, including energy, health, economy, resources, and mobility, generated by GHG reduction measures. R+A will assist ESA in further refining GHG reduction measures by integrating health and social equity. Working with WRCOG and the project team, this integration may include:

- Identifying GHG reduction measures that generate positive health and equity benefits
- Describing qualitatively the magnitude of potential community benefits
- Tying health tracking metrics, from the WRCOG dashboard, to specific GHG reduction measures
- Highlighting specific health and/or equity considerations associated with the implementation of each measure
- Integrating complementary solutions that maintain GHG reduction potential, while also addressing health inequities. Examples include actions from the Riverside Healthy Development Checklist and Urban Sustainability Director's Network Guide to Equitable, Community Driven Planning

R+A will integrate the health and equity community benefits discussion directly into the GHG reduction measures.

Task 5.2 Deliverables:

- Memo of proposed revisions and new entries for state, regional, and local transportation and land use reduction measures, including community benefits as described above
- Excel calculation workbook for new GHG measure reductions

Task 5.3: Financial analysis

ESA will help the WRCOG and the cities prioritize GHG reduction measures using customized criteria and a planning-level cost-effectiveness analysis for key quantifiable measures to determine which measures will achieve the greatest GHG reductions and sustainability co-benefits at the least cost to the WRCOG and the cities. The cost-effectiveness analysis will assess financial impacts as well as the anticipated environmental, economic and social benefits. We will develop a systematic process for comparing the costs and benefits of various measures based on local priorities, and can help estimate the expected costs, savings, and reductions in GHGs from the selected measures. In consultation with the WRCOG, ESA will identify criteria for evaluating and prioritizing CAP measures, which may include GHG emission reductions (prepared in Task 5.2), financial impacts to the cities, impacts on the local economy (such as employment), typical payback period, ability to measure effectiveness, synergy with existing city and regional plans and policies, public health benefits, potential for funding, implementation timeframe, feasibility of implementation, co-benefits (including adaptation co-benefits), educational impacts, and community leadership potential.

Deliverable: Summary of Updates to CAPtivate2.0's Implementation and Monitoring Chapter

Task 6 – Update Monitoring Tool and Next Steps

Task 6.1: Update monitoring tool

Workshop for Tool Scoping

In coordination with WRCOG, the ESA team will organize a second workshop (budgeted under Task 2.4) to bring cities and stakeholders together to discuss the results of Task 5 and the list of recommended CAPtivate 2.0 measures related to transportation and land use, and to prioritize the key aspects of the new monitoring tool to ensure that it is actually a valuable and useful tool for the cities to utilize. The workshop will help WRCOG and ESA determine what types of data and information the cities have at their disposal to track and monitor the measures, the time and resources they have available to monitor progress, and what specific tools and resources would be most useful for them to empower this effort. It will also help us determine the most effective method of tracking implementation; whether it be individual city staff completing the tool, or whether WRCOG staff will solicit implementation data from the cities and consolidate it in one master version of the tool for regional progress and streamlined benchmarking for all participating cities.

Update Monitoring Tool

Based on the information gathered during the workshop, ESA will update the transportation aspects of the monitoring tool following the consensus approach achieved during this workshop to ensure that the updated monitoring tool is actually useful for the cities and provides specific and unique value for tracking the progress of CAPtivate 2.0. We envision the updated monitoring tool to store program details, track implementation and performance indicators, and measure progress of individual measures in reducing GHG emissions. The tool will allow city or COG staff to enter activity data and participation rate information and calculate GHG emission reductions consistent with the methods, protocols, and emission factors used for the new inventories, BAU forecasts, and GHG reduction calculations prepared in Tasks 3, 4, and 5.

The tool will be intuitive, easy to use, well-organized, and easily accessible to city staff with limited or no technical background. It will have a broad progress dashboard with visually compelling figures and graphics to clearly illustrate the progress of the GHG reduction efforts of each city and the region as a whole. The dashboard will prioritize the summary information identified as most useful by the cities during the workshops, and will include tables, figures, and summary graphics that can be used in the progress report and presentation templates described in Task 6 to indicate progress toward the 2030/2050 targets, GHG reductions achieved to date, and progress on key performance indicators

The updated monitoring tool will utilize the calculation methods and approach used to determine GHG emission reductions for all CAPtivate 2.0 measures as described in Task 5.2 above, including state, regional, and local measures. This will ensure that the monitoring tool is consistent with CAPtivate 2.0 and will effectively track the implementation of its measures over time for each city and the region. Although the specific tracking parameters will be scoped during the workshop, the tool may include a mix of "yes/no" implementation questions, subscription rate queries (e.g. low, medium, and high), and participation/implementation rate inputs (e.g. number of EV charging stations installed), consistent with the current monitoring tool. Since the local measures and actions will differ for each city as they implement the measures locally, maintaining consistent data entry and reporting is an important challenge for ESA when updating the monitoring tool. It must distill complex tracking data to the most useful and important information for both the cities and WRCOG.

Task 6.2: Monitoring program and report card

Based on the updated monitoring tool developed in Task 6.1, ESA will prepare templates for a progress report (MS-Word) and presentation (PowerPoint) to be used in tandem with the monitoring tool. The template will use the tables, figures, and summary graphics included in the updated monitoring tool dashboard described above. ESA envisions the report template to include the following main elements:

- A summary of key accomplishments and initiatives related to CAPtivate 2.0 implementation, including new programs and funding/financing efforts.
- A summary of the Subregion's overall progress in reducing GHG emissions compared to the 2010 baseline and the 2030/2050 targets, including sector specific analysis.
- Summary of state, regional, and locally implemented measures included in CAPtivate 2.0, including a summary of supporting actions completed, initiated, and not yet started. This could include an assessment of how effective each measure has been in reducing emissions or specific activities compared to the estimates prepared in Task 5.2 and 5.3, with quantification of those reductions where possible using the updated monitoring tool.
- A summary of implementation barriers identified for each measure, which could include administration and staffing challenges, funding and financial resources, inadequate policies, changing or inadequate regulations and ordinances, community resistance, and other factors.

Task 6 Deliverables:

- Draft and Final Updated CAP Implementation and Monitoring Tool
- Draft and Final Progress Report and Presentation Template

Task 7 – Update Subregional CAP Document

Task 7.1: Update Subregional CAP document

Specifically, ESA will update the Subregional CAP to combine and consolidate all technical components, including the 2010 baseline inventories for all 19 jurisdictions, the new GHG inventories for each city, the 2020 and 2050 BAU forecasts, the 2030/2050 targets, GHG reduction quantification for state, regional, and local measures, and the new implementation and tracking parameters established in the updated monitoring tool. CAPtivate 2.0 will clearly communicate the WRCOG's and the cities' actions to the public and guide the implementation of the GHG reduction measures within the community. A summary of our proposed outline for CAPtivate 2.0 is presented below.

- **Executive Summary** – The executive summary will include a synopsis of CAPtivate 2.0, including its goals, the new inventories and BAU forecasts, the new 2030/2050 targets, the renewed reduction measures and their impact, and implementation steps.
- **Chapter 1: Introduction** – ESA will update this chapter with a summary of the latest climate change science and include an updated regulatory setting and discussion of policies implemented since the Subregional CAP was adopted. It will provide an updated summary of the CAPtivate 2.0's goals, including the targets for 2030 and 2050.

- **Chapter 2: Emissions Inventory, BAU Forecasts, and GHG Reduction Targets** – ESA will update Chapter 2 to present the results of the new GHG inventories and the BAU forecasts for 2030 and 2050. This chapter will include a discussion of each subset of the transportation and land use emission sectors and the major sources of GHG emissions. It will also include a concise trends analysis to compare the current 2010 inventories with the new inventories and identify the primary sources of change in emissions (i.e., economic growth or contraction, technology and regulatory changes, climatic conditions, differences in methods and datasets, and new emission factors). This chapter will also discuss the 2030/2050 targets for the region.
- **Chapter 3: GHG Reduction Measures and Actions** – We will update Chapter 3 to present the calculated GHG emission reductions for all state, regional, and local measures for both 2030 and 2050. We will also describe how the Subregional CAP measures have been updated and integrated into the CAPtivate 2.0 measures, and describe the implementation and performance indicators of these measures that will be used to track progress toward achieving 2030 and 2050 targets.
- **Chapter 4: Implementation and Monitoring** – As needed, ESA will update the implementation framework for the CAP to reflect the revised measure performance indicators and targets for all measures. We will also describe steps needed to realize the region's 2030 and 2050 targets. ESA will work with the WRCOG and member jurisdictions to update the administration and staffing protocols, the financing and budgeting options, the timeline and prioritization of measures, and the anticipated need for public participation. We will also update the monitoring and tracking approach for the region to update their GHG inventories and GHG reduction measures in the future (using the updated monitoring tool) and steps for amending CAPtivate in future years, to respond to new emission factors, protocols, modeling capabilities, and technological advancements. Per optional Task 12, we can also update CAPtivate 2.0 to include CEQA provisions and any new development project review requirements for CEQA tiering.
- **Chapter 5: Climate Adaptation and Resiliency Strategy** – ESA assumes this chapter will be updated by others who are contributing to WRCOG's adaptation resiliency planning efforts. ESA can peer review this chapter to ensure its consistency with the overall document.
- **Appendix A** – This appendix will include the GHG inventories for the 19 participating jurisdictions and include a summary of all the new methods used to prepare the new inventories and the 2030/2050 BAU forecasts.
- **Appendix B** – This appendix will include a summary of all the methods used to quantify GHG reductions for all CAPtivate2.0 measures.

Task 7.2: Consult with SCAG and State Conservation Agencies

ESA will support WRCOG in consulting with SCAG and other relevant agencies to as needed to ensure that CAPtivate 2.0 is consistent with regional and state planning efforts.

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

ESA will support WRCOG for this task by assisting with the preparation of presentations and staff reports. ESA will attend in person and present the Draft Subregional CAP at two of these meetings (WRCOG Planning Directors and Executive Committees).

Task 7.3: Presentation of final updated CAP to WRCOG Committees and Caltrans

ESA will support WRCOG for this task by assisting with the preparation of presentations and staff reports. ESA will attend in person and present the Final Subregional CAP at two of these meetings (WRCOG Planning Directors and Executive Committees).

Task 7 Deliverables:

- Draft and Final CAPtivate 2.0 Document; delivered as electronic files
- Memos documenting agency conversations
- Presentation of Draft and Final Subregional CAP to at least two WRCOG committees

Task 8 – Ongoing Project Management and Administration

With a project of this complexity, ESA recognizes the importance of effective project management in successfully delivering work products on time and within budget. Our project director, Heidi Rous, based in Pasadena, represents decades of project management experience across a broad range of air quality, GHG, environmental planning and CEQA projects. She will provide senior-level project oversight, quality assurance, and guidance. Project manager Jeff Caton will coordinate closely with the project director, deputy project manager Brian Schuster, and the technical team to ensure that the communication between the team and the client are clear and timely.

Jeff will oversee and deliver the scope, schedule, budget, and quality performance of this contract. Jeff will develop a detailed project plan with scope definitions, work structures and responsibilities for tasks. He will make use of ESA's project management tools to monitor, manage, and report on contract performance, including monthly job cost summaries by project and task, and regular updates to project and task schedules for the project. He will tailor a project communication protocol that meets the needs WRCOG's project manager, including monthly conference calls and monthly progress reports. Our ongoing team communication and attention to scope control will keep the project on track and aligned with objectives.

ESA trains and cultivates project management skills as a standard part of our internal training and career development programs. Our project management team is supported by a number of effective project management tools, including our in-house accounting technology (Deltek), which enables the tracking of project labor and expenses at any desired level of detail; project and task-level budget tracking spreadsheets; workload projection tools; and scheduling tools, including Microsoft Project, to report on current project status, as well help quickly identify the need for any schedule or budget adjustments.

ESA maintains strict adherence to our QA/QC methodology for all ongoing projects. Our coordinated review and response process, depicted in the figure above, provides a system of checks and balances to ensure quality work products that are thorough, technically and procedurally adequate, and easy to understand. When subconsultants are responsible for work products, ESA requires that they conduct their own QA/QC; subconsultants' work products will then also be subject to ESA's QA/QC before delivery to the WRCOG, including review by the project manager and senior-level technical staff as needed.

ESA can use several types of electronic file sharing services including our own "DeliverIt" service for secure web-based file sharing and transmission. These strategies help to minimize communication costs, version control issues, and paper waste by providing a central location for related project information. We also offer the Cisco WebEx videoconferencing service, which provides a media-rich meeting environment as a substitute for in-person meetings, which helps save time and expense related to travel.

Task 8 Deliverables:

- Monthly project team conference calls
- Monthly progress reports

Optional Tasks

Task 9: Add Water and Wastewater Sectors to CAPtivate 2.0

ESA will add the water and wastewater sectors to CAPtivate 2.0, following the same general approach as discussed above for the land use and transportation sectors. These sectors include electricity, natural gas, and other fuel consumption associated with the treatment and conveyance of water and wastewater to and within the region. It may also include fugitive emissions associated with wastewater treatment processes. This task will include the following general steps:

1. GHG Inventories and BAU Forecasts: Aligning with Task 3, ESA will evaluate existing water-related emissions for the WRCOG jurisdictions with existing inventories and calculate water-related and wastewater-related GHG emissions for the inventory update year (e.g., 2016) for all 19 local jurisdictions using the latest inventory protocol and emission factors available. We will forecast water-related and wastewater-related emissions for 2030 and 2050 using the region's Urban Water Management planning documents, water agency consultation, and socioeconomic projection data (such as population growth) used for the transportation sector.

2. Long-Term Targets: Aligning with Task 4, ESA will help establish long-term GHG reduction targets for the water sector for 2030 and 2050 consistent with SB 32 and EO S-03-05.

3. GHG Reduction Measures: Similar to Task 5, ESA will conduct a literature review of existing state and regional programs, policies, actions, and plans related to water infrastructure and water consumption, such as SB X7-7, 2017 Scoping Plan measures related to water, and strategies specific to the local and regional water agencies. We will review the existing Subregional CAP measures related to water and assess a new suite of water measures for inclusion in CAPtivate 2.0, such as consumer behavior pricing, water conservation-related rebates and education, recycled water and greywater infrastructure, landscape irrigation efficiency, and regional water delivery/treatment efficiency improvements.

4. GHG Monitoring Tool: Building on Task 6, ESA will add the water measures to the new monitoring tool, consistent with the inventories, forecasts, and GHG reduction measure calculations, and relying on simple user entries for tracking implementation.

5. CAPtivate 2.0 Document: ESA will add the water and wastewater sectors to the Subregional CAP document, including the GHG inventories and forecasts for water/wastewater, water-related targets, water/wastewater infrastructure and water conservation measures, implementation details for these measures including monitoring, and appendix information with methods for all of the above.

Task 9 Deliverables:

- GHG Inventories for the water and wastewater sectors
- Target memo for water and wastewater sectors
- Memo of existing and new state, regional and local water and wastewater measures
- Excel calculation workbook for new water and wastewater GHG measure reductions
- Updated monitoring tool with water and wastewater sectors measures
- Updated CAPtivate 2.0 with water and wastewater sectors included (electronic file)

Task 10: Add Energy Sector to CAPtivate 2.0

ESA will add the energy sector to CAPtivate 2.0, following the same general approach as discussed above for the land use and transportation sector. This sector includes electricity, natural gas, and other fuel consumption associated with buildings in the region. Economic sectors would include residential, commercial, industrial, and institutional. This task will include the following general steps:

1. GHG Inventories and BAU Forecasts: Following Task 3, ESA will evaluate existing energy-related emissions for the WRCOG jurisdictions with existing inventories and calculate energy-related GHG emissions for the new inventory year (e.g., 2016) for all 19 local jurisdictions using the latest inventory protocol and emission factors available. We will forecast energy-related emissions for 2030 and 2050 using utility and CEC planning documents, utility consultation as needed, and socioeconomic projection data (such as growth in households and jobs) used for the transportation sector.

2. Long-Term Targets: Aligning with Task 4, ESA will help establish long-term GHG reduction targets for the energy sector for 2030 and 2050 consistent with SB 32 and EO S-03-05.

3. GHG Reduction Measures: Similar to Task 5, ESA will conduct a literature review of existing state and regional programs, policies, actions, and plans related to renewable energy and energy consumption, such as the Renewables Portfolio Standard including SB 350 and SB 100, Title 24 energy standards, the HERO residential and commercial programs, the California Long-Term Energy Efficiency Strategic Plan, other 2017 Scoping Plan measures related to energy, and strategies specific to the local and regional energy utilities including SCE, SCG, RPU, and BEU. We will review the existing Subregional CAP measures related to energy and assess a new/revised suite of energy measures for inclusion in CAPtivate 2.0, such as local renewable energy installation, energy retrofits for residential and commercial buildings, community choice aggregation energy programs, conversion of natural gas to electricity, green business programs, and traffic/streetlight/public area lighting efficiency upgrades.

4. GHG Monitoring Tool: Building on Task 6, ESA will add the energy measures to the new monitoring tool, consistent with the inventories, forecasts, and GHG reduction measure calculations, and relying on simple user entries for tracking implementation.

5. CAPtivate 2.0 Document: ESA will add the energy sector to the Subregional CAP document, including the GHG inventories and forecasts for energy, energy-related targets, renewable energy and energy conservation measures, implementation details for these measures including monitoring, and appendix information with methods for all of the above.

Task 10 Deliverables:

- GHG Inventories for energy sector
- Target memo for energy sector
- Memo of existing and new state, regional, and local energy measures
- Excel calculation workbook for new energy GHG measure reductions
- Updated monitoring tool with energy sector measures
- Updated CAPtivate 2.0 document with energy sector included (electronic file)

Task 11: Add Waste Sector to CAPtivate 2.0

ESA will add the solid waste sector to CAPtivate 2.0, following the same general approach as discussed above for the land use and transportation sector. This sector includes fugitive emissions from solid waste landfilling and processing, for waste generated within the cities. This task will include the following general steps:

1. GHG Inventories and BAU Forecasts: Following Task 3, ESA will evaluate existing solid waste-related emissions for the WRCOG jurisdictions with existing inventories and calculate waste-related GHG emissions for the new inventory year (e.g. 2016) for all 19 local jurisdictions using the latest inventory protocol and emission factors available. We will forecast waste-related emissions for 2030 and 2050 using CalRecycle data, waste service provider planning documents and consultation as needed, and socioeconomic projection data (such as growth in population and households) used for the transportation sector.

2. Long-Term Targets: Parallel with Task 4, ESA will help establish long-term GHG reduction targets for the waste sector for 2030 and 2050 consistent with SB 32 and EO S-03-05.

3. GHG Reduction Measures: Similar to Task 5, ESA will conduct a literature review of existing state and regional programs, policies, actions, and plans related to renewable solid waste generation and disposal. such as AB 939 waste diversion requirements, AB 1045 organic waste diversion requirements, Executive Order B-30-15's 75 percent diversion requirement for the state, other 2017 Scoping Plan measures related to waste, CalRecycle programs and incentives, the Riverside County Department of Waste Resources Countywide Integrated Waste Management Plan, and strategies specific to the local and regional waste service providers such as Waste Management. We will review the existing Subregional CAP measures related to waste and assess a new suite of energy measures for inclusion in CAPtivate 2.0, such as new Construction and Demolition Waste Diversion requirements; solid waste diversion programs, including source reduction, recycling, and composting; landfill gas capture and energy generation at El Sobrante Landfill and other landfills serving the region; and organic waste to energy programs.

4. GHG Monitoring Tool: Building on Task 6, ESA will add the solid waste measures to the new monitoring tool, consistent with the inventories, forecasts, and GHG reduction measure calculations, and relying on simple user entries for tracking implementation.

5. CAPtivate 2.0 Document: ESA will add the waste sector to the Subregional CAP document, including the GHG inventories and forecasts for waste, waste -related targets, waste reduction and waste processing measures, implementation details for these measures including monitoring, and appendix information with methods for all of the above.

Task 11 Deliverables:

- GHG Inventories for waste sector
- Target memo for waste sector
- Memo of existing and new state, regional, and local waste measures
- Excel calculation workbook for new waste GHG measure reductions
- Updated monitoring tool with waste sector measures
- Updated CAPtivate 2.0 document with waste sector included (electronic file)

EXHIBIT “B”

SCHEDULE OF SERVICES

CAPtivate 2.0 Project Schedule	2019								2020											
	may	jun	jul	aug	sep	oct	nov	dec	jan	feb	mar	apr	may	jun	jul	aug	sep	oct	nov	dec
Project Month	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**	**17**	**18**	**19**	**20**
Project Initiation																				
Memorandum of Understanding; kick-off meeting	X																			
Public Outreach and Engagement																				
Stakeholder collaboration plan																				
Online engagement with community members																				
Pop-up workshops					X		X		X		X									
WRCOG Planning Directors Committee Meetings (X denotes half-day workshops)										X			X							
GHG Inventories Updates and Forecasts																				
Consolidate Existing Inventories																				
Prepare Current Year Inventories																				
Update BAU Emissions Forecasts																				
GHG Emissions Reduction Targets																				
Establish Long Term GHG Reduction Targets																				
Revise and Update CAP Measures																				
Literature Review; Analyze EAPs																				
Review, Revise and Update CAP Measures																				
Financial Analysis																				
Update Monitoring Tool and Next Steps																				
Update Monitoring Tool																				
Progress Report and Presentation Template																				
Update Subregional CAP Document																				
Update Subregional CAP Document																				
Consult with SCAG and State Agencies																				
Present to WRCOG, cities and County																				
Present Final to WRCOG Committess, cities, county and Caltrans																				
Project Management and Administration																				
Project Team meetings w/ WRCOG	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Invoicing, scheduling, progress reports																				

X = key meetings and workshops

EXHIBIT "C"

COMPENSATION

Transportation and Landuse Sectors

		ESA										Subconsultants	
	Employee Name	**Heidi Rous: Project Director**	**Jeff Caton: Project Manager**	**Brian Schuster, Deputy Project Manager**	**Reema Shakra, Senior Planner**	**Alan Sako, AQ/GHG Analyst**	**Evan Wasserman, Junior Planner**	**Tim Witwer, AQ/GHG Analyst**	**Breanna Sewell, AQ/GHG Analyst**	**Graphics, Layout and Word Processing**	**ESA Labor**	**Raimi + Associates**	**Fehr & Peers**
	Classification	Director III	Director III	Managing Associate II	Managing Associate II	Managing Associate II	Associate II	Associate II	Associate II	Project Technician III		Labor and Expenses	Labor and Expenses
Task #	**Task Name/Description**	$ 228.02	$ 228.02	$ 179.48	$ 179.48	$200	$ 91.85	$ 91.85	$ 91.85	$ 129.34			
1	**Project Initiation**	**-**	**-**	**-**	**-**	**-**	**-**	**-**		**-**	**$ -**	**-**	**-**
1.3	*Memorandum of Understanding; kick-off meeting*										$ -		
2	**Public Outreach and Engagement**	**4**	**32**	**32**	**10**	**-**	**16**	**-**	**-**	**8**	**$ 18,251**	**$ 47,100**	**$ 4,000**
2.1	*Stakeholder collaboration plan*		4	2							$ 1,271	$ 11,900	
2.2	*Online engagement with community members*		2	6	2		4			4	$ 2,777	$ 10,000	
2.3	*Pop-up workshops*		4	6							$ 1,989	$ 20,000	
2.4	*WRCOG Planning Directors Committee Meetings*	4	20	16	8		12			4	$ 11,400	$ 5,200	$ 4,000
3	**GHG Inventories Updates and Forecasts**	**-**	**16**	**76**	**-**	**-**	**-**	**128**	**207**	**-**	**$ 48,060**	**$ -**	**$ 19,300**
3.1	*Consolidate Existing Inventories*		4	24				40	80		$ 16,242		
3.2	*Prepare Current Year Inventories*		8	40				72	120		$ 26,639		$ 16,300
3.3	*Update BAU Emissions Forecasts*		4	12				16	7		$ 5,178		$ 3,000
4	**GHG Emissions Reduction Targets**	**1**	**4**	**16**	**-**	**-**	**-**	**6**	**-**	**-**	**$ 4,563**	**-**	**2,000**
4.1	*Establish Long Term GHG Reduction Targets*	1	4	16				6			$ 4,563		$ 2,000
5	**Revise and Update CAP Measures**	**1**	**20**	**82**	**-**	**-**	**-**	**56**	**20**	**-**	**$ 26,487**	**$ 3,000**	**$ 22,000**
5.1	*Literature Review*		4	12				16	8		$ 5,270		$ 2,000
5.2	*Review, Revise and Update CAP Measures*	1	12	40				24	8		$ 13,083	$ 3,000	$ 16,000
5.3	*Financial Analysis*		4	30				16	4		$ 8,134		$ 4,000
6	**Update Monitoring Tool and Next Steps**	**-**	**8**	**36**	**-**	**-**	**-**	**48**	**-**	**8**	**$ 13,729**	**$ -**	**$ 3,000**
6.1	*Update Monitoring Tool*		4	20				32		2	$ 7,700	$ -	$ 3,000
6.2	*Progress Report and Presentation Template*		4	16				16		6	$ 6,029		
7	**Update Subregional CAP Document**	**7**	**48**	**64**	**-**	**-**	**-**	**21**	**-**	**20**	**$ 28,544**	**$ 4,000**	**$ 6,000**
7.1	*Update Subregional CAP Document*	2	24	40				21		20	$ 17,623	$ 4,000	$ 3,000
7.2	*Consult with SCAG and State Agencies*	1	2	12							$ 2,838		$ 2,000
7.3	*Present to WRCOG, cities and County*	2	10	6							$ 3,813		
7.4	*Present Final to WRCOG Committess, cities, county and Caltrans*	2	12	6							$ 4,269		$ 1,000
8	**Project Management and Administration**	**2**	**28**	**20**	**-**	**-**	**-**	**-**	**-**	**-**	**$ 10,430**	**$ -**	**$ -**
	Project Team meetings w/ WRCOG	2	16	12							$ 6,258		
	Invoicing, scheduling, progress reports		12	8							$ 4,172		
Total Hours		15	156	326	10	-	16	259	227	36	$ 1,045		
Subtotals - Labor Costs		$ 3,420	$ 35,571	$ 58,511	$ 1,795	$ -	$ 1,470	$ 23,790	$ 20,851	$ 4,656	**$ 150,063.84**	**$ 54,100**	**$ 56,300**
	Labor										$ 150,064	$ 54,100	$ 56,300
	Direct Expenses	Travel, communication, and other material expenses									$ 3,000	$ 3,000	$ 1,010
	Total by Firm										**$ 153,064**	**$ 57,100**	**$ 57,310**
TOTAL Transportation & Landuse Cost													**$ 267,474**

Exhibit C

Water, Wastewater, Energy and Solid Waste Sectors

	ESA Employee Name	Heidi Rous: Project Director	Jeff Caton: Project Manager	Brian Schuster, Deputy Project Manager	Tim Witwer, AQ/GHG Analyst	Graphics, Layout and Word Processing	Fellow/ Intern/ WRCOG	ESA Labor & Expenses Subtotal
	ESA Title	Director III	Director III	Managing Associate II	Associate II	Project Technician III		
Task #	**Optional Task Name/Description**	$228	$228	$179	$92	$129	$0	
Water and Wastewater Sectors								
9: Water and Wastewater Sector Emissions								
	GHG Inventories Updates and Forecasts		**2**	**16**	**60**			**$ 8,839**
	GHG Emissions Reduction Targets		**2**	**4**	**2**			**$ 1,358**
	Revise and Update CAP Measures	**1**	**4**	**24**	**40**			**$ 9,122**
	Update Monitoring Tool and Next Steps		**4**	**10**	**16**	**2**		**$ 4,435**
	Update Subregional CAP Document	**1**	**4**	**8**	**8**	**6**	**-**	**$ 4,087**
	Labor hours and cost	2	16	62	126	8		$ 27,840
	Expenses							$ 500
	Task 9 Total							**$ 28,340**
10: Energy Sector Emissions								
	GHG Inventories Updates and Forecasts		**8**	**24**	**48**	**-**	**148**	**$ 10,540**
	Consolidate Existing Inventories		*2*	*12*	*20*		*40*	
	Data Collection; Prepare Current Year Inventories		*4*	*8*	*16*		*100*	
	Update BAU Emissions Forecasts		*2*	*4*	*12*		*8*	
	GHG Emissions Reduction Targets	**1**	**4**	**8**	**8**			**$ 2,649**
	Revise and Update CAP Measures	**1**	**14**	**58**	**68**	**-**	**48**	**$ 20,076**
	Analyze EAPs		*6*	*10*	*24*		*24*	
	Review, Revise and Update CAP Measures	1	*4*	*40*	*20*			
	Financial Analysis		*4*	*8*	*24*		*24*	
	Update Monitoring Tool and Next Steps	**-**	**4**	**24**	**16**	**4**	**8**	**$ 7,207**
	Update Subregional CAP Document	**1**	**8**	**24**	**16**	**12**	**16**	**$ 9,381**
	Labor hours and cost	3	38	138	156	16	220	$ 49,853
	Expenses							$ 500
	Task 10 Total							**$ 50,353**
11: Solid Waste Sector Emissions								
	GHG Inventories Updates and Forecasts		**1**	**5**	**16**	**-**	**48**	**$ 2,595**
	Consolidate Existing Inventories		*1*	*2*	*4*		*16*	
	Data Collection; Prepare Current Year Inventories			*2*	*8*		*32*	
	Update BAU Emissions Forecasts			*1*	*4*			
	GHG Emissions Reduction Targets	**1**	**1**	**4**				**$ 1,174**
	Revise and Update CAP Measures	**1**	**3**	**12**	**8**		**4**	**$ 3,801**
	Update Monitoring Tool and Next Steps	**-**	**2**	**12**	**4**	**1**	**4**	**$ 3,107**
	Update Subregional CAP Document	**1**	**4**	**8**	**16**	**8**	**4**	**$ 5,080**
	Labor hours and cost	3	11	41	44	9	60	$ 15,756
	Expenses							$ 500
	Task 11 Total							**$ 16,256**
TOTAL Water, Waste Water, Energy and Solid Waste								**$ 94,949**

Exhibit C

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