

COVER PAGE
MEMORANDUM OF UNDERSTANDING
No. M-024-19

SCAG Overall Work Program (OWP) No: 280-4824W1.02

Federal/State Awarding Agency: SCAQMD AB2766 Funds - MSRC MS18015

CFDA Number and Name: N/A

Federal Award Identification Number (FAIN) No: N/A

Federal Award Date: N/A

Total Amount of the Federal Award: N/A

Federal Award Project Description: N/A

Pass-Through Awarding Agency: N/A

Pass-Through Award No: N/A

Pass-Through Award Date: N/A

Pass-Through Agency Contact: N/A

Sub-Recipient Name: City of Riverside

Sub-Recipient's DUNS No: 040502114

Total Amount of Federal Funds Obligated to the Sub-Recipient: \$0

Total Amount of Non-Federal Funds Obligated to the Sub-Recipient: \$499,700

Subaward Period of Performance Start Date: Effective date of this MOU

Subaward Period of Performance End Date: November 30, 2020

Type of Contract: Project Specific

Method of Payment: Lump Sum

Project R&D: N/A

Indirect Cost Rate for the Federal Award: N/A

Subaward Project Title: City of Riverside Integrated Electronic Plans Solution Project

Subaward Project Description:

The proposed Integrated Electronic Plans Solution project will provide a digital experience for all customers by eliminating the need to travel to City Hall during the development permit process. The City of Riverside has already enhanced its commitment to customer service by creating a One Stop Shop of all City departments involved in the development process and providing exclusive access to an express elevator, cell phone charging stations and a concierge system to assist residents, visitors and developers obtain permits and approvals quickly and easily. This project will add the final piece of a "digital" One Stop Shop platform for online permitting applications and integrated electronics plan submittal and review, which allows customers to perform their entire permitting process online.

Riverside is a large city with over 80 square miles. Many architectural, design and construction firms are located in neighboring Los Angeles, Orange, and San Diego Counties, which are up to 60 miles away from Riverside City Hall. This project would eliminate all of those miles traveled and reduce the need for local residents and business owners to travel to and from City Hall.

**MEMORANDUM OF UNDERSTANDING
No. M-024-19**

**BETWEEN THE
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
AND THE CITY OF RIVERSIDE
FOR INTEGRATED ELECTRONIC PLANS SOLUTION PROJECT**

(SCAG Project/OWP No. 280-4824W1.02)

This Memorandum of Understanding (“MOU” or “Agreement”) is by and between the **Southern California Association of Governments** (“SCAG”) and **City of Riverside** (“CITY”), for **Integrated Electronic Plans Solution Project** subsequently herein referred to as “Project.” SCAG and CITY are individually referred to herein as “Party” and may be collectively referred to herein as “Parties.”

RECITALS

WHEREAS, SCAG is a Joint Powers Agency and a federally designated Metropolitan Planning Organization (MPO) for Southern California. As an MPO, SCAG is primarily responsible for the development of a Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) for the counties of Imperial, Los Angeles, Orange, San Bernardino, Riverside, and Ventura;

WHEREAS, SCAG received grant funds from the South Coast Air Quality Management District’s (SCAQMD) State Health & Safety Code Section 44225 (AB 2766) Mobile Source Air Pollution Reduction Review Committee (MSRC) Discretionary Funds administered by the SCAQMD, to engage in a Future Communities Pilot Program (FCPP);

WHEREAS, the CITY is proposing a project that will provide a digital experience for all customers by eliminating the need to travel to City Hall during the development permit process. This project will add the final piece of a “digital” One Stop Shop platform for online permitting applications and integrated electronics plan submittal and review, which allows customers to perform their entire permitting process online (“Integrated Electronic Plans Solutions Project” or “Project”);

WHEREAS, Computronix, a Colorado Corporation authorized to do business in California (“Consultant”), currently provides permit tracking software services to the CITY and has been selected to perform such services pursuant to a fair and competitive procurement process in compliance with applicable requirements, for the aforementioned Project as identified in the Scope of Work, attached hereto and incorporated herein by this reference in Exhibit “A.” A copy of the amended Professional Consultant Services Agreement between the CITY and Consultant and documentation concerning compliance with applicable procurement requirements, is attached hereto and incorporated herein as Exhibit “B” (“Consultant Contract”). For purposes of this MOU, Consultant shall complete Tasks 3 through 7 as identified in the Scope of Work, attached hereto and incorporated herein by this reference in Exhibit “A” and it is this portion of the Project to which SCAG will provide funding. While Tasks 1 and 2 are funded through other source of funding, these tasks must be completed in order to receive MSRC funding;

WHEREAS, through its FCPP, SCAG has awarded the CITY grant funds to pursue the Project which supports the goals and policies of SCAG’s Connect SoCal (2020 RTP/SCS);

WHEREAS, SCAG shall contribute a maximum, not to exceed amount of Four Hundred Ninety-Nine Thousand Seven Hundred Dollars (\$499,700), toward the total value of the Consultant services rendered for the Project, using MSRC funds for the Project;

WHEREAS, the CITY shall provide the In-Kind Match totaling \$166,600 to SCAG for the Project;

WHEREAS, the CITY's designated project manager, in coordination with SCAG's designated project manager, will ensure the Scope of Work described in Exhibit "A" is performed by Consultant;

WHEREAS, reimbursable activities by selected Consultant will begin on the dates indicated herein and shall be completed by November 30, 2020;

WHEREAS, the evaluation shall include required performance indicators identified by SCAG in the FCPP Evaluation and Metrics Guidance (Exhibit D). SCAG is procuring a separate consultant ("Evaluation Consultant") to engage with each FCPP awardee to ensure the required key performance indicators in the Evaluation and Metrics Guidance are incorporated into the pilot project's program design and the appropriate data is being collected. The CITY shall coordinate with the Evaluation Consultant to ensure successful evaluation of the Project;

WHEREAS, this MOU shall supersede and replace any previous agreements or negotiations between SCAG and CITY related to the Project described herein;

WHEREAS, the purpose of this MOU is to describe the responsibilities of the Parties, which includes SCAG to provide funding for the Project; and

WHEREAS, SCAG's Fiscal Year is from July 1 through June 30.

NOW THEREFORE, IT IS MUTUALLY AGREED THAT:

1. MOU Contents

This MOU is comprised of these terms and conditions and any attached Exhibits, and may be amended only by written agreement between SCAG and CITY. Such terms and conditions may be subject to change. The Recitals to this Agreement are also incorporated herein by this reference. The sources of funding are from the MSRC, Contract No. MS 18002, under the AB 2766 Discretionary Fund Work Program, incorporated herein by this reference.

2. Scope of Work

- a. The Consultant shall perform the Scope of Work described in Exhibit "A", in accordance with requirements described in MSRC Contract No. MS 18002, and applicable Federal and State requirements, including but not limited to the requirements set forth in Sections 7, 13, 14, 15 and 16 of this MOU.
- b. SCAG shall only be obligated to make payment to the CITY for work performed as part of Exhibit "A" regarding the Project, up to the maximum amount of Four Hundred Ninety-Nine Thousand

Seven Hundred Dollars (\$499,700). SCAG intends to use MSRC AB 2766 Funds to meet its funding obligations described herein.

- c. The CITY shall provide the In-Kind Match totaling \$166,600 to SCAG for the Project.
- d. The CITY shall provide SCAG with a copy of its Notice to Proceed issued to the Consultant and other related documentation of compliance with applicable procurement requirements and terms and conditions of this MOU.
- e. Subject to the execution of a valid, enforceable contract between CITY and Consultant, CITY shall be responsible for managing the Consultant in performing the Scope of Work described in Exhibit A, with written Quarterly Reports provided to SCAG's Project Manager. CITY's and SCAG'S Project Manager shall review, approve and pay Consultant's invoices
- f. CITY's Project Manager shall have final approval of Consultant's deliverables; provided, however, that prior to approving a deliverable from the Consultant, CITY's Project Manager will consult with SCAG's Project Manager.
- g. In the event that CITY or its Consultant proposes an amendment to the Consultant Contract which changes the terms of the Consultant Contract with CITY, with regard to the Project, including but not limited to, increasing the compensation amount for Project services and/or modifying the Scope of Work, CITY shall notify SCAG's Project Manager in writing prior to execution of such amendment and provide SCAG with copy of amendment. SCAG may propose an amendment to this Agreement, if necessary, consistent with any executed amendments to the Consultant Contract.
- h. SCAG's Project Manager shall be notified and invited to: the kick-off meeting with the Consultant, all steering or technical advisory committee meetings, all public engagement outreach events, and all City Council or Commission meetings where the Project in whole or in part is being presented or discussed.

3. Term

The term of this Agreement shall begin on the Effective Date of the Agreement and continue until November 30, 2020, hereinafter referred to as the "Completion Date," unless terminated earlier as provided herein. Time is of the essence in the performance of services under this MOU. The term may be extended by mutual written agreement of the parties.

4. Program Management

- a. All work under this MOU shall be coordinated with SCAG and CITY through the Project Managers.
- b. For purposes of this MOU, SCAG designates the following individual as its Project Manager:

Tom Vo
Senior Regional Planner
213-236-1930
vo@scag.ca.gov

SCAG reserves the right to change this designation upon written notice to CITY.

- c. For purposes of this MOU, CITY designates the following individual as its Project Manager:

Christopher Tilden
Deputy Chief Innovation Officer
951-826-5157
ctilden@riversideca.gov

CITY reserves the right to change this designation upon written notice to SCAG.

5. Funding

SCAG's contribution to the Project is funded wholly with MSRC AB 2766 funds (non-federal), up to Four Hundred Ninety-Nine Thousand Seven Hundred Dollars (\$499,700). SCAG shall not be obligated to make payments for any Project costs that exceed Four Hundred Ninety-Nine Thousand Seven Hundred Dollars (\$499,700). SCAG shall not be obligated to pay for any increase in Project costs which exceeds SCAG's obligated funding amount.

6. Invoices, Progress Reports and Match Reports

- a. SCAG's contribution to the Project shall be made on a reimbursement basis to the CITY, after CITY has performed the services made pursuant to the Scope of Work, Exhibit "A." All invoices submitted to SCAG for payment shall be e-mailed to accountspayable@scag.ca.gov (file cannot exceed 10MB).
- b. Not less frequently than once every month, CITY shall submit an Invoice Report to SCAG, and SCAG shall reimburse the CITY for the paid Consultant invoices set forth in the Invoice Report. The Invoice Report shall include a narrative description of the progress toward completion of tasks related to the Project, copies of paid Consultant invoices, and a proof of the payment. A sample Invoice Report Format is attached hereto and incorporated herein as Exhibit "C." If CITY uses its own invoice template in lieu of the Exhibit C Invoice Report, CITY's invoice template shall include the required certification in accordance with 2 CFR Part 200.415 (a), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and such certification shall be signed by an official who is authorized to legally bind CITY.
- c. The Invoice Report shall also include, if applicable, the following information:
1. Names of Consultant personnel performing work
 2. Dates and times of Project work
 3. Location of Project work

4. Itemized Consultant costs set forth in Exhibit B, including identification of each employee, contractor or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each such employee, including complete timesheets or time cards signed by the employee and approved by the supervisor; invoices and vouchers, evidencing in proper detail the nature of the charges, and other documentation requested by SCAG; contractor or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and subcontractor invoices.
 5. The percentage of the Project completed to allow SCAG's Project Manager to determine if CITY is performing to expectations, is on schedule, is within funding limitations, and to also allow SCAG's Project Manager to develop interim findings and remedies to address special problems encountered.
 6. No CITY staff costs are authorized under this MOU.
- d. Incomplete or inaccurate invoices shall be returned to the CITY unapproved for correction.
 - e. All costs submitted by CITY for reimbursement must be specifically identified and supported with original receipts, invoices, or statements. Actual costs shall not exceed the estimated wage rates, labor costs, travel and other estimated costs and fees set forth in Exhibit "B" without an amendment to this MOU, as agreed between SCAG and CITY.
 - f. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to CITY, its sub-recipient, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: http://www.dot.ca.gov/hq/asc/travel/ap_b/bul.htm. Also see website for summary of travel reimbursement rules.
 - g. By the tenth day following the start of a new quarter (i.e., January 10, April 10, July 10, October 10), CITY shall submit a Quarterly Report in a format reasonably acceptable to SCAG's Project Manager. The Quarterly Report shall include, in narrative form, a description of services performed by Consultant as well as progress toward completion of tasks related to the Project for the prior quarter and a reporting of all costs incurred regarding the Project, and include copies of paid Consultant invoices attached for SCAG's records.
 - h. On all documents submitted to SCAG for the Project, including Invoices and Quarterly Reports, the Project Number (OWP No. 280-4824W1.02) shall be referenced from the Effective Date through November 30, 2020.
 - i. The Parties acknowledge that SCAG's fiscal year is from July 1 to June 30. CITY agrees to review, approve, and pay any Consultant invoices in a timely manner and submit all invoices to SCAG for services rendered through June 30th, no later than July 21st during the contract's term (e.g., 7/31/20). SCAG shall not be obligated to pay the CITY for any invoice received after such date.

- j. The CITY will require that its Consultant pay any subconsultants for satisfactorily completed work no later than ten (10) days of receipt of each payment from the CITY. The ten (10) calendar days period is applicable unless a longer period is agreed to in writing.

7. Cost Principles

- a. CITY agrees to comply with the following:
 - 1) The Contract Cost Principles and Procedures, 48 Code of Federal Regulations (CFR), Federal Acquisition Regulations System, Chapter 1, Subchapter E, Part 31, et seq. (Office of Management and Budget Circular A-87 Revised, "Cost Principles for State, Local, and Indian Tribal Governments) and 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards shall be used to determine the acceptability of individual project cost items.
 - 2) The CITY agrees, and will require that its contractors be obligated to agree, that (a) the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 , et seq., shall be used to determine the allowability of individual project cost items; and (b) all parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments and 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The CITY and every contractor receiving Project funds under this Agreement shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- b. Any costs for which the CITY receives reimbursement or credit that is determined by a subsequent audit or other review by either SCAG, Caltrans or other State or Federal authorities to be unallowable under, but not limited to, Title 2, CFR, part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are to be repaid by the CITY within thirty (30) calendar days of the CITY receiving notice of audit findings and a written demand for reimbursement from SCAG. Should the CITY fail to reimburse unallowable costs due SCAG within thirty (30) calendar days of demand, or within such other period as may be agreed between both parties hereto, SCAG is authorized to withhold future payments due to the CITY.

8. Electronic Version of Work Products

- a. For purposes of this Agreement, "Work Products" shall mean any deliverables, including reports, data files, newsletters or any other written or electronic materials provided pursuant to the Scope of Work described in Exhibit "A."
- b. CITY shall submit one (1) electronic copy of all completed Work Products to the assigned SCAG Project Manager.

- c. SCAG shall own all Work Products and shall grant to CITY a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use the Work Products; provided, however, that any reproduction, publishing, or reuse of the Work Products will be at CITY's sole risk and without liability or legal exposure to SCAG.
- d. Subject to the California Public Records Act, all Work Products shall be held confidential by Consultant. Nothing furnished to CITY or SCAG which is otherwise known or is generally known, or has become known, to the related industry shall be deemed confidential. CITY shall also safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure, as CITY treats its confidential information, but in no case less than reasonable care.

9. MOU Changes

- a. No alteration or deviation of the terms of this MOU shall be valid unless made in writing and properly executed by both parties.
- b. Either Party may request, at any time, amendments to this MOU and will notify the other party regarding such changes. Within ten (10) calendar days from the date of the written notice, the requesting Party shall notify the other Party of the impact of such changes on the Scope of Work, schedule, and budget. Upon agreement between the Parties as to the required changes, an amendment to this MOU shall be prepared regarding the same. If the Parties are unable to reach an agreement regarding the changes requested by SCAG, the Parties may terminate this MOU in accordance with the provisions set forth in Section 20(a) of this MOU.

10. Notices

Any notice or notices required or permitted to be given pursuant to this MOU may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

To SCAG: Basil Panas
Chief Financial Officer
Southern California Association of Governments
900 Wilshire Blvd., Suite 1700
Los Angeles, CA 90017
Phone: (213) 236-1817
panas@scag.ca.gov

To CITY: Chris Tilden
Deputy Chief Innovation Officer
City of Riverside, California
3900 Main St.
Riverside, CA 92522
Phone: (951) 826-5157
ctilden@riversideca.gov

11. Insurance

CITY is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability, and Workers' Compensation, and will provide SCAG with a self-insured affirmation letter. CITY warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions, or obligations of this Agreement.

Consultant shall, at its own expense, procure and maintain policies of insurance of the types and amounts below, for the duration of the MOU. The policies shall state they afford primary coverage. The minimum required insurance coverage required by SCAG is set for below.

a. Minimum Scope of Insurance – Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence form CG0001), or its equivalent.

(2) Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto) or its equivalent.

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(4) Professional Liability (Errors and Omissions) insurance appropriate to the Consultant's profession.

b. Minimum Limits of Insurance –Limits shall be 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 a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: Including contractual liability insuring owned, non-owned, hired and all vehicles by CITY and Consultant with a combined single limit of not less than \$1,000,000 applicable to bodily injury, or death, and loss of or damage to property in any one occurrence.

(3) Workers' Compensation Liability: Including Occupational Diseases in accordance with California Law and Employers' Liability Insurance with a limit of not less than \$1,000,000 each accident.

(4) Professional Liability Insurance: With limits of not less than \$1,000,000 per occurrence. In addition, it shall be required that the professional liability insurance policy remain in effect for six (6) months after the Completion Date of this MOU.

c. Other Insurance Provisions –The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(1) SCAG, its officials and employees are to be covered as additional insureds, as respects to liability arising out of the activities performed by or on behalf of CITY or Consultant, products and completed operations of CITY or Consultant; premises owned, occupied or used by CITY or Consultant; or automobiles owned leased, hired or borrowed by CITY or Consultant. The coverage shall contain no special limitations on the scope of protection afforded to SCAG, its officials and employees.

(2) For any claims related to this Project, CITY and Consultant's insurance coverage shall be primary insurance as respects SCAG, its officials and employees. Any insurance or self-insurance maintained by SCAG shall be excess of CITY and Consultant's insurance and shall not contribute with it.

(3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCAG, its officials and employees.

(4) CITY or Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(5) Workers' Compensation and Employer's Liability policies shall contain the inclusion of SCAG, its members, subsidiaries, officials and employees and shall provide a waiver of subrogation.

- d. Deductibles and Self-Insured Retentions – Any deductibles or self-insured retentions in amounts over \$10,000 must be declared to and approved by SCAG.
- e. Acceptability of Insurers – Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A and be admitted, unless otherwise approved by SCAG.
- f. Verification of Coverage – Consultant shall furnish SCAG with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by SCAG before work commences. Upon request of SCAG at any time, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

12. Indemnification

- a. Except for the negligence or willful misconduct of SCAG and any of its directors, officers, agents, employees, assigns, and successors in interest, CITY undertakes and agrees to defend, indemnify, and hold harmless SCAG and any of its directors, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including the CITY's Consultant(s), employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts,

errors or omissions or violations of law by CITY, employees and agents in connection with its activities in pursuing the Project or under this MOU. CITY further agrees to require its Consultant to provide indemnification for SCAG to the same extent as CITY, in the contract(s) between CITY and its Consultant for work related to this Agreement.

- b. Except for the negligence or willful misconduct of CITY and any of its directors, officers, agents, employees, assigns, and successors in interest, SCAG undertakes and agrees to defend, indemnify, and hold harmless CITY and any of its directors, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including SCAG's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors or omissions or violations of law by SCAG or its employees and agents in connection with its activities in pursuing the Project or under this MOU.

13. Records Retention and Audits

- a. CITY shall maintain all source documents, books and records connected with the Project and procurement of the Consultant and all work performed under this MOU for a minimum of four (4) years from the Completion Date or the date an audit resolution is achieved for each annual SCAG Overall Work Program (OWP), whichever is later, and shall make all supporting information available upon request for inspection and audit by representatives of SCAG, the California State Auditor, or other authorized government agency. Copies shall be made and furnished by SCAG upon request at no cost to SCAG.
- b. SCAG shall maintain all source documents, books and records connected with the Project under this MOU for a minimum of four (4) years from the Completion Date or the date an audit resolution is achieved for each annual SCAG OWP, and shall make all supporting information available upon request for inspection and audit by representatives of CITY, the California State Auditor, or other authorized government agency. Copies shall be made and furnished by CITY upon request at no cost to the CITY.
- c. CITY shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Invoices which segregate and accumulate the costs of work elements by line item and produce Progress Reports which clearly identify reimbursable costs and other expenditures by OWP work elements.
- d. If applicable, CITY agrees to include all costs associated with this MOU and any amendments thereto to be examined in the annual audit and in the schedule of activities to be examined under a single audit prepared by CITY in compliance with Subpart F of the Office of Management and Budget's Uniform Grant Guidance, formerly referred to as Circular A-133. The CITY is responsible for assuring that the Single Auditor has reviewed the requirements of this MOU. Copies of said audits shall be submitted to SCAG.
- e. Neither the pendency of a dispute nor its consideration by a Party or the State shall excuse the other Party from full and timely performance in accordance with the terms of this MOU.

14. Federal Certifications and Assurances

- a. CITY shall adhere to the requirements contained in SCAG's annual Certification and Assurances (FHWA and FTA "Metropolitan Transportation Planning Process Certification") submitted as part of SCAG's OWP, pursuant to 23 CFR 450.334 and the 23 U.S.C. 1234. This Certification shall be published annually in SCAG's OWP. Such requirements shall apply to CITY to the same extent as SCAG and may include, but are not limited to:
 - 1) Title VI of the Civil Rights Act of 1964 and Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;
 - 2) Pub. Law 105-178, 112 Stat. 107 and any successor thereto, regarding the involvement of disadvantaged business enterprises in FHWA and FTA funded projects (Sec. 105(f), Pub. L. 970424, 96 Stat. 2100, 49 CFR part 26); and
 - 3) The Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, as amended) and the United States Department of Transportation (US DOT) implementing regulations (49 CFR 27, 37, and 38).

- b. CITY shall additionally comply with the requirements contained in the annual FTA "Certifications and Assurances for FTA Assistance," including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; published annually in SCAG's OWP. Such assurances shall apply to CITY to the same extent as SCAG, and include but are not limited, the following areas:
 - 1) Standard Assurances
 - 2) Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions
 - 3) Drug Free Work Place Agreement
 - 4) Intergovernmental Review Assurance
 - 5) Nondiscrimination Assurance
 - 6) DBE Assurance
 - 7) Nondiscrimination on the Basis of Disability
 - 8) Certification and Assurances Required by the U.S. Office of Management and Budget

- c. Federal Lobbying Activities Certification.
 - 1) By signing this MOU, CITY certifies, to the best of its knowledge and belief, that no State or Federal funds have been paid or will be paid, by or on behalf of CITY, respectively, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than State or Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant, CITY, as applicable, shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with those form instructions."
- 3) This certification is a material representation of fact, upon which reliance was placed when this MOU was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. and by the Master Fund Transfer Agreement between SCAG and the State.

15. Equal Employment Opportunity/Nondiscrimination

- a. In the performance of work undertaken pursuant to this MOU, the Parties and their assignees and successors in interest, shall affirmatively require that their employees and contractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave.
- b. The Parties shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Parties shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the Government Code sections referenced above, are incorporated into this MOU by reference and made a part hereof as if set forth in full.
- c. The Parties shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, sex, sexual orientation, age, mental status, medical condition, physical or mental disability, denial of family and medical care leave, denial of pregnancy disability leave, or reasonable accommodations. The Parties shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order.
- d. Noncompliance: In the event of noncompliance by either Party with the nondiscrimination provisions of this MOU, the other Party may cancel, terminate or suspend the MOU, in whole or in part.
- e. If required by DOT, additional or alternate sanctions for noncompliance may be imposed.

16. Conflict of Interest

The Parties shall comply with Federal and State conflict of interest laws, regulations and policies.

17. Independent Contractor

CITY and its Consultant(s), officers, employees and agents shall be independent contractors in the performance of this MOU, and not officers, employees, contractors or agents of SCAG.

18. Disputes

Except as otherwise provided in this MOU, if a dispute arises between the Parties to this MOU, the Parties hereto agree to use the following procedure to resolve such dispute, prior to pursuing other legal remedies:

- a. A meeting shall be held promptly between the Parties that will be attended by the CITY's Project Manager and SCAG's Project Manager as well as individuals with decision-making authority (to the extent reasonably possible), who will attempt in good faith to negotiate a resolution of the dispute.
- b. If the Parties are unsuccessful in resolving the dispute under (a) above, they may:
 - (1) agree to submit the matter to mediation, binding judicial reference, or a private adjudicator (if all Parties so agree); or
 - (2) initiate litigation following advance written notice to the other Party of not less than thirty (30) days.
- c. If any party should bring a legal action against the other to enforce the terms of this MOU, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, as determined by a court of competent jurisdiction in said proceeding.

19. Noncompliance

CITY agrees to comply with all federal, state, and local laws, ordinances, codes and regulations and orders of public authorities in the performance of this MOU. Consultant, Sub-Recipients, and subconsultant/subcontractor must also ensure that the vehicles and/or equipment to be purchased, leased or installed is in compliance with all applicable federal, state, and local air quality rules and regulations, and that it will maintain compliance for the full MOU term. CITY shall ensure that the provisions of this clause are included in all contracts and subcontracts.

In addition to such other remedies as provided by law, in the event of noncompliance with any grant condition or specific requirement of this MOU, this MOU may be terminated.

20. Termination of MOU

- a. **Termination for Convenience.** Either Party may terminate this MOU at any time by giving written notice to the other party of such termination at least thirty (30) calendar days before the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in the MOU shall be provided to SCAG and CITY shall be paid for all services performed by Consultant and accepted by CITY provided the required consultation between CITY and SCAG has been undertaken in accordance with Section 2(e) of this MOU. Further, the Party terminating this MOU before the effective date of termination shall be responsible for any actual, incurred termination costs incurred by the Consultant as a result of such termination notice.
- b. **Termination for Cause.** If through any cause, CITY shall fail to timely and adequately fulfill its obligations under this MOU, or if CITY violates any of the covenants, agreements, or stipulations of this MOU, SCAG shall thereupon have the right to terminate the MOU by giving not less than ten (10) calendar days written notice to CITY of the intent to terminate and specifying the effective date thereof. SCAG shall provide a reasonable opportunity for CITY to cure prior to termination. In no event shall such opportunity to cure extend beyond the term of the MOU. In the event that SCAG invokes this termination clause, all finished or unfinished documents and other materials as described in the MOU shall be returned to SCAG at its option.
- c. If through any cause, SCAG shall fail to timely and adequately fulfill its obligations under this MOU, or if SCAG violates any of the covenants, agreements, or stipulations of this MOU, CITY shall thereupon have the right to terminate the MOU by giving not less than ten (10) calendar days written notice to SCAG of the intent to terminate and specifying the effective date thereof. CITY shall provide a reasonable opportunity for SCAG to cure prior to termination. In no event shall such opportunity to cure extend beyond the term of the MOU. In the event that CITY invokes this termination clause, all finished or unfinished documents and other materials as described in the MOU shall be returned to CITY at its option.

21. Non-Assignment

- a. Neither Party shall assign this MOU, or any part thereof, without the written consent of each Party to this MOU. Any assignment without such written consent shall be void and unenforceable.
- b. The covenants and agreement of this MOU shall inure to the benefit of, and shall be binding upon each of the Parties and their respective successors and assignees.

22. Release of Information

CITY shall not release any information to a third party or otherwise publish or utilize any information obtained or produced by it as a result of or in connection with the performance of services under this Agreement without the prior written authorization of SCAG, except as required by law and with prior written notice to SCAG.

23. Severability

If any provision of this MOU is held to be illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

24. Survival

The following sections survive expiration or termination of this MOU:

Section 8 (Electronic Version of Work Products)
Section 12 (Indemnification)
Section 18 (Disputes)
Section 22 (Release of Information)

25. Jurisdiction and Venue

This MOU shall be deemed an agreement under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought thereunder shall be Los Angeles County, California.

26. Waiver

No delay or failure by either Party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof of such Party's right thereafter to exercise or enforce each and every right and provision of this Agreement. A Waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

27. Standard of Care

The Parties and Consultant shall perform the work required for the production of the Project under this MOU in accordance with generally accepted industry standards, practices, and principles applicable to such work.

28. Force Majeure

Neither CITY, SCAG nor Consultant shall be liable or deemed to be in default for any delay or failure in performance under this MOU or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority; acts of public enemy, war, strikes, labor disputes, or any other similar cause beyond the reasonable control of CITY, SCAG or Consultant.

29. Execution of MOU or Amendment

This MOU, or any amendment related thereto, may be executed and/or delivered in counterparts by facsimile or electronic mail, and such counterparts shall be deemed to constitute the same instrument.

30. Effective Date

This MOU shall be effective as of the last date in which the document is executed by both Parties.

31. Entire MOU

This MOU, including the attached Exhibits A, B, C, and D represents and contains the entire agreement of the Parties with respect to the matters set forth herein. This MOU supersedes any and all prior negotiations, discussions and, if any, previous agreements between the Parties.

**SIGNATURE PAGE TO
MEMORANDUM OF UNDERSTANDING NO. M-024-19**

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives as of the dates indicated below:

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (“SCAG”)

By: _____
Basil Panas
Chief Financial Officer
Date _____

APPROVED AS TO FORM:

By: _____
Justine Block
Deputy Legal Counsel
Date _____

CITY OF RIVERSIDE (“CITY”)

By: _____
Al Zelinka
City Manager
Date _____

Attest: _____
Colleen Nicol
City Clerk

APPROVED AS TO FORM:


By:  _____
Lauren Sanchez
Deputy City Attorney
Date 12/30/19

Exhibit A

SCOPE OF WORK

For purposes of this MOU, CITY and Consultant shall complete Tasks 3 through 7, as set forth in the City of Riverside Integrated Electronic Plans Solution Project description, schedule, and budget attached hereto to this Exhibit "A."

City of Riverside Integrated Electronic Plans Solution Project

BACKGROUND

The proposed Integrated Electronic Plans Solution project will provide a digital experience for all customers by eliminating the need to travel to City Hall during the development permit process. The City of Riverside has already enhanced its commitment to customer service by creating a One Stop Shop of all City departments involved in the development process and providing exclusive access to an express elevator, cell phone charging stations and a concierge system to assist residents, visitors and developers obtain permits and approvals quickly and easily. This project will add the final piece of a "digital" One Stop Shop platform for online permitting applications and integrated electronics plan submittal and review, which allows customers to perform their entire permitting process online.

Riverside is a large city with over 80 square miles. Many architectural, design and construction firms are located in neighboring Los Angeles, Orange, and San Diego Counties, which are up to 60 miles away from Riverside City Hall. This project would eliminate all of those miles traveled and reduce the need for local residents and business owners to travel to and from City Hall.

OBJECTIVE

The goal of the proposed project is to implement an electronic process for plan review, which will be more efficient and improve the customer service experience. The objective is to install and configure an integrated electronic plans software system and to reach a 50% online plans submission rate.

The purpose of the plan review process is to ensure that new construction and remodels adhere to state and local laws for building, electrical, housing and plumbing codes, ensuring all plans are consistent with community plans and uses, and the appropriate infrastructure can be built to support the proposed development. This process involves coordinated review of eight City Departments/Divisions, including Building, Planning, Public Works, Electric, Water, Fire, Parks & Recreation and Environmental Compliance. The paper process involves dozens of blueprints, multiple rounds of review, and many trips to City Hall. The electronic plans solution will help eliminate redundant, cumbersome plan workflow management and exorbitant annual operating/support costs experienced by the City of Riverside as a result of the current system.

Currently, the City of Riverside receives approximately 7,495 permit applications annually that require plan checks. With our current limited software capabilities, 97.5% of plans must be delivered in person for all reviews. Many of these plans require several trips back and forth to City Hall for plan review revisions and each plan check requires four visits on average. By implementing this fully integrated project software, it is anticipated that 50% of plans will be submitted online, thus eliminating trips to City Hall for all permitting actions, including plan check. This will create an environment where driving, parking, and traffic in downtown will be significantly mitigated and will eliminate over half of the more than 160 vehicles currently driving to City Hall for plan review on a daily basis.

TASKS

Task 1 – Strategy, Project Charter, and recruitment gathering for Digital One Stop Shop

- Description – Project strategy including discovery, development, implementation, user acceptance testing, end-user training, technical review, and security strategies prior to go-live. Approve project charter, detailed requirements gathering, initial business process diagrams, and project pre-planning.
- Deliverables:
 1. Digital One-Stop-Shop Strategic Plan
 2. Project Charter
 3. Project Scope Statement

Task 2 – Vendor Contract

- Description – Receive final proposal and enter into agreement with software provider.
- Deliverables:
 1. Negotiate final scope of work, pricing and terms and conditions
 2. Obtain City Council authorization to execute agreement
 3. Approved vendor agreement

Task 3 – System Design

- Description – Finalize system design, including business process documentation, identification of functional gaps, and design of the project scope for user interfaces, enhancements and reporting.
- Deliverables:
 1. Updated Project Scope Statement
 2. Business process documentation
 3. Functional gaps and user interface design document

Task 4 – Project Plan

- Description – Develop a detailed project plan including project schedule, stakeholder plan, communication plan, scope statement, resource plan, cost plan, and risk management plan.
- Deliverables:
 1. Project schedule and resource plan
 2. Cost plan and risk management plan
 3. Complete detailed project plan

Task 5 – Project Kick-Off

- Description – Hold kickoff meeting with project team and stakeholders.
- Deliverables:
 1. Approved project plan

Task 6 – Project Execution

- Description – Execute project and procure hardware to meet required technical specifications.
- Deliverables:
 1. Procure equipment, hardware, software, etc.
 2. Implement software solution
 3. Complete user acceptance testing
 4. Complete end-user training
 5. Completion of customer marketing and training materials
 6. Project Go-Live

Task 7 – Project Closing

- Description – Closeout project and plan for ongoing operations
- Deliverables:
 1. Project sign-off
 2. Contract closure
 3. Post production system monitoring
 4. Transition to ongoing operations

PROJECT SCHEDULE & BUDGET

Integrated Electronic Plans Solution			City of Riverside			Fiscal Year 2018/19			FY 2019/20			FY 2020/21			Deliverable																	
Task Number	Responsible Party	Fund Source			Month																											
		Total Cost	Grant Amount	Local Cash Match	J	A	S	O	N	D	J	F	M	A		M	J	J	A	S	O	N	D	J	F	M	A	M	J			
1	Strategy, project charter, and requirement gathering for digital One-Stop-Shop	City	\$9,610	\$0	\$0,610																							1.1 Strategic Plan 1.2 Project Charter 1.3 Project Scope Statement				
2	Vendor Contract	City and Vendor	\$10,730	\$0	\$10,730																							2.1 Negotiate final scope of work, pricing, terms 2.2 Obtain City Council authorization 2.3 Approved vendor agreement				
3	System Design	Vendor	\$19,990	\$0	\$19,990																							3.1 Update project scope 3.2 Business process documentation 3.3 Functional gaps and user interface design				
4	Project Plan	City and Vendor	\$9,890	\$0	\$9,890																							4.1 Project schedule and resource plan 4.2 Cost plan and risk management plan 4.3 Complete detailed project plan				
5	Project Kick-Off	City and Vendor	\$83,010	\$76,500	\$7,510																							5.1 Project Kick-off meeting				
6	Project Execution	City	\$494,030	\$372,000	\$92,030																							6.1 Procure hardware 6.2 Implement software solution 6.3 Complete user acceptance testing 6.4 Complete end-user training 6.5 Complete customer marketing/training materials 6.6 Project go-live				
		City and Vendor																														
		City and Vendor																														
		Vendor																														
7	Project Closing and Final Report	City	\$99,470	\$52,200	\$17,270																							7.1 Project sign-off and contract closure 7.2 Post production system monitoring 7.3 Transition to ongoing operations 7.4 Complete final report				
TOTALS			\$999,300	\$469,700	\$188,600																											

Exhibit B
COPY OF CONSULTANT CONTRACT

TECHNOLOGY IMPLEMENTATION SERVICES AGREEMENT

COMPUTRONIX (U.S.A.), INC.

Phase 3 Implementation

THIS TECHNOLOGY IMPLEMENTATION SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and COMPUTRONIX (U.S.A.), INC., a Colorado corporation, authorized to do business in California ("Vendor").

1. **Scope of Services.** City agrees to retain and does hereby retain Vendor and Vendor agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with Phase 3 Implementation ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until December 31, 2020, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Vendor shall perform the Services under this Agreement for Three Hundred Ninety Thousand Nine Hundred Eighty Dollars (\$390,980.00), payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Innovation & Technology Department
City of Riverside
Attn: Chris Tilden
3900 Main Street
Riverside, CA 92522

To Vendor

Computronix (U.S.A.), Inc.
Attn: Dave Den Otter
3900 S. Wadsworth Blvd., Suite 510
Lakewood, CO 80235

5. **Prevailing Wage.** If applicable, Vendor and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Vendor shall exercise the reasonable professional care and skill customarily exercised by reputable members of Vendor's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Vendor shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Vendor recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Vendor acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Vendor shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Vendor acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Vendor, and Vendor's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Vendor acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Vendor, or to Vendor's employees, subcontractors and agents. Vendor, as an independent contractor, shall be responsible for any and all taxes that apply to Vendor as an employer.

11. **Indemnification.**

11.1 **Defense Obligation.** Vendor agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Vendor, or of anyone employed by or working under the Vendor, or 2) any breach of the Agreement by the Vendor. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Vendor agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Vendor and shall survive the termination of Vendor's Services under this Agreement.

11.2 **Indemnity.** Except as to the sole negligence or willful misconduct of the City, Vendor agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Vendor, or anyone employed by or working under the Vendor or for services rendered to Vendor in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Vendor or anyone employed or working under the Vendor.

11.3 **Liability.**

11.3.1. **Limitation of Liability.** Neither the City nor Vendor, its partners, principals, or employees shall be liable for more than the total value of this Agreement for any actions, damages, claims, liabilities, costs, expenses, or losses that, in any way, arise out of or relating to the delivery of the Services provided hereunder. In no event shall the City, or Vendor, its partners, principals, or employees be liable for indirect, incidental, consequential, special, punitive or exemplary damages, costs, expenses, or losses. The provisions of this paragraph shall apply regardless of the form of action, whether in contract, statute, tort (including, without limitation, negligence) or otherwise, except as to willful misconduct or deliberate malfeasance.

11.3.2. **Cumulative Liability.** If the Services described herein cause the City's POSSE system to become inoperable or unusable, Parties understand that the Vendor's liability shall include the liability provided hereunder as well as the liability

provided under other existing agreements between the City and Computronix.

12. Insurance.

12.1 **General Provisions.** Prior to the City's execution of this Agreement, Vendor shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, and as amended, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Vendor's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Vendor or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Vendor pursuant to this Agreement are adequate to protect Vendor. If Vendor believes that any required insurance coverage is inadequate, Vendor will obtain such additional insurance coverage as Vendor deems adequate, at Vendor's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Vendor certifies that Vendor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Vendor shall carry the insurance or provide for self-insurance required by California law to protect said Vendor from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Vendor shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Vendor is self-insured for such coverage, or 2) a certified statement that Vendor has no employees, and acknowledging that if Vendor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Vendor shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Vendor against damages for personal injury, including accidental death, as

well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Vendor. The City, and its officers, employees and agents, shall be named as additional insureds under the Vendor's insurance policies.

12.3.1 Vendor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Vendor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Vendor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Vendor's performance of this Agreement, which vehicles shall include, but are not limited to, Vendor owned vehicles, Vendor leased vehicles, Vendor's employee vehicles, non-Vendor owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-Vendors, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a "claims made" basis, the certificate should so specify, and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Vendor will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Vendor shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Vendor's activities.

12.5 **Subcontractors' Insurance.** Vendor shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Vendor shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Vendor understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Vendor agrees that Vendor will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

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

15. **City's Right to Employ Other Vendors.** City reserves the right to employ other Vendors in connection with the Project. If the City is required to employ another Vendor to complete Vendor's work, due to the failure of the Vendor to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Vendor.

16. **Accounting Records.** Vendor shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Vendor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Vendor 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.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Vendor in connection with the performance of this Agreement shall be held confidential by Vendor, except as otherwise directed by City's Contract Administrator. Nothing furnished to Vendor which is otherwise known to the Vendor or is generally known, or has become known, to the related industry shall be deemed confidential. Vendor shall not use City'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, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Vendor shall be and remain the property of City.

Vendor shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Vendor agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Vendor assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense. Vendor agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Vendor, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Vendor further warrants that neither Vendor, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Vendor will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Vendor warrants that Vendor has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Vendor only for the value of work Vendor has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Vendor the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Vendor shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Vendor, or in any way affect the performance of services by Vendor pursuant to this Agreement. Vendor shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Vendor represents and warrants that Vendor has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Vendor further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Vendor and City.

25. **Termination.** City, by notifying Vendor in writing, shall have the right to terminate any or all of Vendor's services and work covered by this Agreement at any time. In the event of such termination, Vendor may submit Vendor's final written statement of the amount of Vendor's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Vendor thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Vendor, in the event:

25.2.1 Vendor substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Vendor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Vendor owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Vendor. Notice of such withholding and offset, shall promptly be given to Vendor by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Vendor and its permitted successors and assigns, and shall not be assigned by Vendor, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term or condition of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Vendor's performance of this Agreement, Vendor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the

procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Vendor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Vendor each represent and warrant that they have the legal power, right and actual authority to bind Vendor to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Interpretation.** City and Vendor acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

34. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Compensation
- Exhibit "C" - Key Personnel

IN WITNESS WHEREOF, City and Vendor have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

COMPUTRONIX (U.S.A.), INC.,
a Colorado foreign stock corporation,
authorized to do business in California

By: _____
City Manager

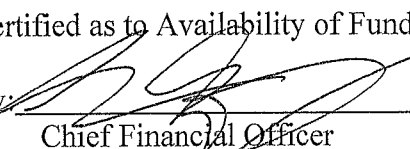
By: _____

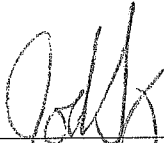

David den Otter
[Printed Name]

Attest: _____
City Clerk

President
[Title]

Certified as to Availability of Funds:

By: _____
Chief Financial Officer


By: _____


JOEL GEORGE
[Printed Name]

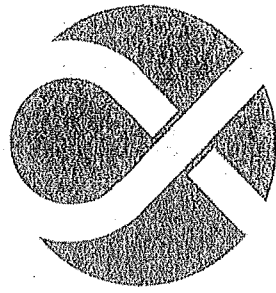
Approved as to Form:

By: _____
Senior Deputy City Attorney


ASSISTANT TREASURER
[Title]

EXHIBIT "A"

SCOPE OF SERVICES



COMPUTRONIX®

Statement of Work

City of Riverside

Phase 3 Implementation

December 05, 2019

This proposal will be valid through February 29 2020

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Statement of Work – Phase 3 Implementation

Version	Notes	Author	Date
1.0	Initial Draft	Gina Olson	12/10/2018
2.0	Updated with new Dates and Dollars	Lori Bluemel	7/15/2019
2.1	Added the PADD licensing fee to the estimate.	Lori Bluemel	7/22/2019
2.2	Add ePlans to SOW	Alan Riney / Steve Baasch/ Jeremy Harder	11/14/2019

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Section 1.0 General Statement and Agreement

This Statement of Work (hereinafter called "SOW") is issued pursuant to the Computronix Master Services Agreement (the "Agreement") between the City of Riverside ("City") and Computronix (U.S.A.) Inc. ("Computronix"). This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of this Agreement, the terms of the Agreement shall govern and prevail.

This SOW is entered into by and between Computronix and the City, and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

Period of Performance

The Services shall commence upon execution of this SOW and is planned for up to a 7 month project duration. This timeline will be finalized throughout the project acceptance discussion and contract approval.

Validity, Currency and Shipping

The provided prices and quotation details are subject to change if the City does not provide response on or before February 29, 2020. The City will provide a signed copy of the Statement of Work. All quoted prices are in US dollars.

Section 2.0 Computronix Contact Information

Lori Bluemel – Account Manager

Phone: 1-720.962-6300 x1152 Cell: 720.962-1555

E-mail: lori.bluemel@computronix.com

Jeremy Harder – Operations Manager

Phone: 1-720.962-6300 x1124 Cell: 720.505.7993

E-mail: jeremy.harder@computronix.com

Steve Baasch – Computronix Project Manager

Phone: (720) 962-6300 x1103

E-mail: steve.baasch@computronix.com

Computronix Corporate Contact Information:

Mailing Address:

3900 S. Wadsworth Blvd., Suite 510
Lakewood, CO 80235

Office Phone Numbers:

Toll-free: 1-866-962-6300

Local: 720-962-6300

Fax: 720-644-3249



Section 3.0 Background

Project Overview

The City of Riverside has engaged Computronix to implement POSSE ePlans, provide ePlans End User Training, upgrade POSSE to release 7.3.1, and implement the POSSE Archival Document Datastore software component (also known as “PADD”).

The POSSE ePlans project will provide a single, integrated ePlans solution within the City of Riverside Community and Economic Development Department’s POSSE Land Management System for the City’s plans reviewers and external authenticated customers. The POSSE ePlans solution will simplify ePlans submission, circulation and review, mark-up and re-submission while retaining use of the best-of-breed Brava mark-up tool now used by City staff to review e-plans. The POSSE ePlans solution will eliminate redundant, cumbersome plans workflow management and reduce annual operating/support costs experienced by City of Riverside as a result of the current ProjectDox ePlans system.

POSSE ePlans usage training will be provided to assist the City in the implementation of POSSE ePlans. This training will provide end users with the skills to perform their responsibilities using the POSSE ePlans module. POSSE ePlans uses the Brava Viewer, the same viewer used by the current electronic plans review system, so no training will be provided on this functionality.

The current release of POSSE in Riverside’s Production is 7.2.0.2 which was implemented in 2016. The POSSE ePlans module requires a higher release of POSSE, so POSSE will be upgraded to release 7.3.1, which supports the POSSE ePlans module. The City of Riverside also desires to leverage new POSSE functionality that has been released in subsequent versions to what was installed under the original statement of work. The 7.3.1 POSSE release includes new To Do List and the Delegation features which will be available upon completion of this upgrade. The balance of the other POSSE 7.3.1 new features are not currently implemented within Riverside’s phase 1 or phase 2 scopes. It is assumed that if Riverside desires these features, this will require additional implementation in order to implement. The latest release will not only give the City access to new features and functionality, but will also ensure that POSSE will function properly with version 12.1.0.2 of Oracle.

The POSSE Archival Document Datastore Module (PADD) implementation will use the file based datastore option with one PADD datastore in the production environment and a second PADD datastore to service the Dev, Test and Training environments.

PADD will allow the City to continue to store new or changed documents in the POSSE database. Periodically (Computronix recommends nightly), a windows service will automatically move older, static documents into the PADD archive via the Web Service. Documents that have been moved are automatically fetched from the PADD datastore when they are accessed. This allows the POSSE database to contain only active documents, maintaining a reasonable POSSE database size. A smaller POSSE database size results in shorter backup and upgrade times. In addition, clones of the POSSE database used for development, testing and training will be a more manageable size.

Section 4.0 Project Scope

This project scope will result in the implementation of POSSE ePlans, upgrading POSSE to release 7.3.1, the implementation of POSSE Archival Document Datastore software (PADD), and POSSE ePlans training.

Overview of Scope

ePlans Managed Hosting Environment Details

- As a Software-as-a-Service (“SaaS”) offering, our POSSE ePlans solution will be in Microsoft Azure cloud infrastructure. The City will capture and store all electronic plans files locally in an on-premise file server located at the City of Riverside.
- Price includes all required POSSE ePlans and Brava annual subscription licensing, one-time implementation set-up (including all metadata set-up) and Pre-UAT training services, ongoing annual Software-as-a-Service charges.

POSSE ePlans:

- Computronix assumes that the City will change their business practice to fit the POSSE ePlans Module.
- The POSSE ePlans Module is considered out of the box and there will be no coding changes to alter functionality. Computronix confirms the out of the box ePlans Module is compatible with the customizations performed for Riverside, within the UAT and production environments, for the POSSE system and database. Should Computronix discover any unplanned incompatibilities, the cost of any customizations to resolve are included in the fixed costs for this SOW.
- Computronix confirms the POSSE ePlans module does not require any browser plug-ins (e.g. Flash Player, etc.)
- The City will utilize the most current version of POSSE ePlans functionality available at the start of Phase 3.
- Conversion: There will be no attempt by Computronix to convert historical or active, in-progress (“in-flight”) data from the existing ProjectDox system. The ProjectDox system will remain in production until in-flight reviews and approvals have been completed. The City may choose to decommission the ProjectDox system once in-flight processes are completed. There will be no subsequent data conversion into POSSE ePlans of this more stable “completed” or “cancelled” data.
- The POSSE ePlans implementation assumes requires that the City will have installed the POSSE Version 7.2.1 and 7.3 upgrades that incorporates the POSSE Archival Document Storage component (PADD). The cost of these upgrades and the PADD component is not included in the POSSE ePlans Cost Estimate.

- The duration of UAT is scheduled for 20 business days.
- All Critical, High and Medium defects will be addressed before go live unless agreed upon by the City and Computronix.
- There is no way to determine through the POSSE application if a document is stored in the database or on the PADD file server. The only way to determine whether a document is in the database or on the file server is a back end query.
- The City will provide the appropriate access to stakeholders, technical/systems and business subject matter experts, functional owners, and decision makers in a timely manner in order to meet the goals, strategy and deliverable dates described in this SOW.
- The City will provide all Hardware, Microsoft Licensing, Microsoft Support, Oracle Licensing, and Oracle Support necessary for the services proposed in this document. The City plans to use the existing Oracle database server that has been supporting the existing POSSE environments, therefore no Oracle Licensing increases are planned to be needed.
- The City will provide remote access to the POSSE, including PADD, infrastructure as required by Computronix that may include workstations, web sites, and databases. The City requires named Computronix users requiring remote access to receive, read, and acknowledge receipt of the City's Technology Use and Security Policy and Remote Access Agreement.
- POSSE ePlans will be delivered into the City Delivery, UAT, Production and Production Support environments. Riverside will have the ability to review and certify deliveries in each environment, prior to promoting into Production usage. Production ePlans use will be limited to 40 internal users as defined in the Project Cost Breakdown.
- External authenticated users will not need to use or be licensed for Brava viewer or the POSSE ePlans Module. The City will be licensed for unlimited external authenticated users. The ePlans estimate is based upon a 7 month project duration or less. Any project extension due to the City may be grounds for a CR for additional project costs.
- The ePlans go-live on-site support will be three days.
- External authenticated customers will access marked-up plans as ".pdf" files only, via their POSSE LMS Customer Portal account.
 - ePlans markup is not part of the public portal. The public portal only allows for the document uploads and .pdf viewing.
 - Plans will be uploaded by customers through the Customer Portal in the Documents tab for submission to the Review process on the job.
 - Plan markup can be viewed by customers by opening PDFs containing Plan Review markup from City plan reviewers.

- Plan amendments will be uploaded through the Customer Portal to the Documents tab for submission to the Review process on the job.
- POSSE ePlans will only be integrated into the In-Scope “Permit List” and the “ePlans Markup Viewer” will only be accessible from the Documents tab of the permit and the permit’s Perform Review processes.
- “Permit List” to be integrated with POSSE ePlans:

Building & Inspections Permits

Building Permit
Plumbing Permit
Mechanical Permit
Electrical Permit
General Permit
Master Plan Permit

- The General permit integration to POSSE ePlans will include the following jobs from Phase 2:

Public Works Permits

Construction Permit
Encroachment Permit
Grading Permit
Street Opening Permit

RPU Permits

Water Permit
Fire Flow Test
Water Research Request

Fire Permits

Fire Permit
Fire Event Permit
Fire Inspection

Planning Permits

Temporary Use Permit
Zoning Permit

- POSSE ePlans training
 - POSSE ePlans Pre-UAT training will provide the City’s super-users and UAT testers with the skills to perform plan review activities and UAT testing using

POSSE ePlans. This training will concentrate on the workflow aspects of the jobs integrated with POSSE ePlans.

- Computronix will provide softcopy ePlans Pre-UAT training materials for the Pre-UAT training.
- City Plans Reviewers are already familiar with the ProjectDox Brava viewer plans mark-up and will not need further training on use of the Brava viewer.
- Computronix will be on-site for 4 days to provide ePlans Pre-UAT training and ePlans Administration training to a small group of City staff (eight – 8).
- Computronix will be on-site for 2 days to provide ePlans End User training to up to 40 end users. The ePlans End User training will be for nominally ½ day and Computronix will provide 4 classes.

POSSE Upgrade:

- Work in coordination with City business areas and IT to upgrade to the current version of POSSE to the latest version – release 7.2 then 7.3.1.
- Provide the City access to new features and functionality.
- Allow POSSE to function properly with POSSE ePlans.
- Upgrade the current Oracle environment to Oracle version 12.1.0.2. The City will perform the upgrade but will coordinate with Computronix to ensure that no other initiatives are impacted.
- Project planning, project resourcing, ramp up, schedule, risk and issue identification
- Development of a deployment plan approved by POSSE product team, system configuration and upgrade activities
- Enabling Delegation and Business groups for Access Groups for security.
- Computronix will provide initial high level testing on each database after an upgrade is performed. This testing will not validate that all Business functionality is working but will validate that the upgrade did not create significant issues across the installed functionality. Computronix will support the Riverside testing effort during the UAT process.
- Allows for any fixes and/or adjustments after deployment into Production Environment
- The following City environments will be upgraded, Delivery, UAT, and Production. A production support database (1) will be refreshed from Production after the production go-live. The production support database, per discussions with the City, can be a new database or the current Training database.

- Includes a PM assigned to monitor and coordinate project activities and a Technical Lead to provide technical leadership, direction, review and oversight due to the complexity of 6 POSSE databases, 4 Marshal databases, and several ongoing projects.
- Includes 1 day of Computronix DBA, Infrastructure, and Product support when the Production environment is upgraded.
- Completion of POSSE upgrade project tasks will not require an on-site trip for Computronix staff.
- Computronix will have access to the Riverside Delivery, UAT, and Production environments for running upgrade scripts. For the Production install, at Riverside's sole discretion, Riverside will determine if Riverside staff will monitor Computronix activity via screen sharing.

PADD:

- Reduce the impacts of documents on database performance by separating document storage from data storage.
- Set the search for dormant documents to only move those that have been dormant for a defined time period.
- Automatically reactivate and move a dormant document back into the POSSE database if it is modified.
- Set documents to be read-only to increase access security through Outrider and firewalls.
- Keep documents for any amount of time required.
- Store your PADD database on inexpensive disk, and only back it up after each periodic archival run.
- The PADD server must be set up, available and accessible prior to the completion of the kickoff meeting or the Computronix development work cannot begin.
- Computronix will be responsible for actively monitoring the implementation process until the mechanism to "catch up" and store the original targeted set of documents is operating within established Computronix guidelines.
- The City will be responsible for ongoing monitoring after the "catch up" has completed, using the user account provided by Computronix. Should Computronix assistance be required or desired in monitoring or handling failures, this would be handled under a T&M support agreement.
- The user account that is able to access the data warehouse should also be able to access the PADD log tables.

- There is no way to manually store a specific document to the file server. Documents are stored based on the type and age of the document.

At a high level, the steps to implement PADD are as follows:

1. Perform high level analysis regarding the storing of the documents (which types, how frequently, how many, under what conditions, etc.)
 - This would be a shared responsibility between the City and Computronix.
2. Set up a new server to act as a file storage location and make the network configuration adjustments necessary to enable the Process Server to call a web service on the new server. The webservice will retrieve the documents stored on the file server returning them to the various websites.
 - This would be the responsibility of the City with support and direction provided by Computronix.
3. Configure the archival web service on the new server, making modifications as necessary based on the analysis performed in step 1.
 - This would be the responsibility of Computronix.
4. Set up a Process Server record to call the archival web service on the frequency agreed to as part of the analysis performed in step 1.
 - This would be the responsibility of Computronix.
5. Reclaim space on the database server. This will require a 2-4 hour outage once the targeted set of documents have been stored on the file server.
 - This would be the responsibility of the City DBA.

City Responsibilities

The City of Riverside will:

- Provide a local file server for on-premise storage of electronic plans files at the City. Computronix will make recommendations for minimum and recommended server specifications.
- Large-screen desktop monitors may be desired by plans reviewers. Computronix will make desktop and screen monitor hardware recommendations at the time of proposal approval, based on further discussion with the City of Riverside plan reviewers.
- Provide timely review and sign-off of Computronix Interface design document.
- Participate in Pre-UAT ePlans system usage training to be delivered by Computronix.
- User Acceptance Testing (“UAT”) of the delivered ePlans solution will be performed by designated City of Riverside staff in an on-premise UAT environment. UAT test scripts will be created and executed by designated City of Riverside staff.
- Participate in the End User ePlans usage training to be delivered by Computronix.



Warranty

The warranty on the Computronix-developed site-specific configuration and reports completed for this Phase 3 SOW is 60 calendar days from the date of implementation.

Computronix does not provide warranty for any site-specific configuration, other than that developed as part of this SOW, or custom code not developed by Computronix or developed by Computronix and subsequently altered by City or any other third-party.

Out of Scope

POSSE ePlans:

- “Workflow List” of Planning jobs excluded from POSSE ePlans integration:

Planning Jobs

- Administrative Review
- Appeal
- Certificate of Compliance
- Customer
- Development Review
- Final Map
- Historic Preservation
- Meeting Agenda
- Meeting Item
- Plan Amendment
- Project
- Referral
- Subdivision
- Use Permit
- Vacation
- Variances and Appeals

- Conversion of legacy data to POSSE ePlans.
- There is no POSSE ePlans metadata setup required for the out of the box solution or this project. Should there be any unplanned metadata entry Computronix will be responsible for metadata.
- There are no third-party interfaces to the POSSE ePlans.
- The City is responsible for all user acceptance testing (UAT) including:
 - Test planning, test script authoring, testing, recording of results, determining the veracity of test results, and logging defects into the defect tracking system.

- Any other travel than the 4 day Pre-UAT training, 2 day End User training, and 3 day Go-Live support trips for Computronix resources will be approved by the City of Riverside. All approved travel expenses (flights, hotel, car, per diem, travel hours) will be covered by City of Riverside.
- Any training environment or End User training. Riverside is responsible for providing the following for POSSE ePlans training.
 - The City will supply the Training environment (database instance) containing the POSSE ePlans configurations and other in-scope system components. The training environment will continue to be available until ePlans End User Training is complete.
 - The City will be responsible for selecting and scheduling designated staff super-users and UAT resources to attend the Pre-UAT training and for ensuring that super-user and UAT staff attend any in-class training sessions. A list of staff scheduled to attend shall be provided to Computronix at least one (1) week, prior to on-site engagement at the City.
 - The City will be responsible for selecting and scheduling designated end user staff to attend the End User Training and for ensuring that staff attend any in-class training sessions. A list of staff scheduled to attend shall be provided to Computronix at least one (1) week, prior to on-site engagement at the City.
 - The City must provide VPN access to up to two (2) Computronix Training Resources three (3) weeks before the training is scheduled to start.
 - Phase Three onsite ePlans Pre-UAT training assumes one 4 day on-site trip.
 - All hardcopy print outs of training materials and handouts will be handled by the City.
 - Any additional requested training travel for Computronix resources will be approved by the City. All approved travel expenses (flights, hotel, car, per diem, travel hours) will be covered by the City. Due to grant conditions the City may be required to book the hotel room.

POSSE Upgrade:

- Upgrading Oracle or supporting the City's Oracle upgrade tasks with the exception of coordination activities.
- Refresh of data in the CX or the City environment, except for the production support database which will be refreshed after the production upgrade.
- Changes to servers or VM and no server migrations.

POSSE PADD:

The following items have been discussed in the context of this SOW and deemed to be out of scope. They are included here for additional clarity, but are not intended to be an exhaustive list.

- Any conversion of documents into the new PADD Database. Documents will move organically through the archival web service with the configured details from the analysis done above.
- Incorporating a process to delete documents.
 - The PADD mechanism never deletes or suppresses documents; however, doing so may be desirable long term.
 - This can be implemented as a follow-up project (Not in the scope of this project).

Section 5.0 Location of Project Activities

Computronix will conduct all project activities remotely from its offices in Lakewood, Colorado, U.S.A, and Edmonton, Canada.

Section 6.0 Project Cost Breakdown

Project Cost Breakdown

Computronix will provide an invoice of all milestones as they are rendered. Licensing fees, including the POSSE ePlans Module base license and the ePlans Named User subscriptions for users performing UAT, and 1st year maintenance will be payable upon approval of this SOW. The remaining ePlans Named User subscriptions shall be invoiced at Go-Live. All payments are due within 30 days of receipt of an invoice from Computronix. Our fixed fee for licensing fees and services for this engagement is not to exceed \$390,980. The fees are inclusive of all Computronix licensing and work needed to complete this effort.

Cost Summary:

- \$50,000 for POSSE ePlans Software Subscription Annual Support and Managed Hosting Services costs
- \$223,300 for POSSE ePlans Professional and training Services
- \$10,000 for the PADD Licensing Fee
- First year maintenance \$2,200 (may be prorated depending upon go-live date)
- \$29,280.00 for PADD implementation services
- \$76,200 for POSSE Upgrade implementation services to 7.2 and then to 7.3.x.

ePlans Annual POSSE ePlans Software Subscription:

- Annual software License Fee includes all Annual Support and Managed Hosting Services costs.
- Software License includes unlimited external authenticated users (i.e. City developers, customers, etc.).

Item No.	Description of Software Subscription	Unit Cost	FIXED ANNUAL COST
1.	1 – POSSE ePlans Module base license	\$30,000 per year	\$30,000 per year
2.	10 – POSSE ePlans Named Users (due at signing)	\$500 per Named User per year	\$5,000 per year
3.	30 – POSSE ePlans Named Users (due prior to go-live*)	\$500 per Name User per year (pro-rated*)	\$15,000 (pro-rated*)
TOTAL ANNUAL COST:			\$50,000 per year*

* Pricing for 30 POSSE ePlans Named Users, due prior to go-live will be co-termed to annual subscription renewal date. Specifically, if go-live is 7 months after signing, then the subscription will be pro-rated lower to only include 5 months of fees for remainder of 1st year.



POSSE ePlans Professional Services:

Item No.	Description of Services	Cost
1.	Planning, Fit-Gap Analysis	\$43,600
2.	Final City Site-Specific System Configuration <ul style="list-style-type: none"> ePlans will be integrated with the identified City permits as identified in "Section 4.0 – Overview of Scope" 	\$124,200
3.	Interfaces (no interfaces included in POSSE ePlans)	\$0
4.	Data Conversion from ProjectDox to POSSE ePlans system (no data conversion included in estimate)	\$0
5.	UAT Testing remote support, and On-Site "Go Live" Support	\$20,000
6.	On-site Pre-UAT ePlans usage training, based on the Delivered Site-Specific Solution, and ePlans Administration training <ul style="list-style-type: none"> As identified in "Section 4.0 – Overview of Scope" 	\$27,500
7	On-Site End User ePlans usage training, based on the Delivered Site-Specific Solution.	\$8,000
SERVICES SUB-TOTAL:		\$223,300

PADD Licensing and Maintenance Fee:

- \$10,000 for PADD Licensing fee
- \$2,200 for First year maintenance fee (may be prorated depending upon go-live date).

Computronix PADD Professional Services:

Item No.	Description of Services	Cost
1.	Project Planning/Technical Planning: Delivery of a project schedule and a deployment plan approved by the POSSE product team.	\$9,640
2.	Deployment to City Delivery and UAT environment	\$14,640
3.	Deployment to City Production environment \$5,000	\$5,000

	SERVICES SUB-TOTAL:	\$29,280
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POSSE Upgrade Professional Services:

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Item No.	Description of Services	Cost
1.	Project Planning/Technical Planning: Delivery of a project schedule and a deployment plan approved by the POSSE product team.	\$19,500
2.	<ul style="list-style-type: none"> • Create upgrade plan and create sandbox databases (Marshal and POSSE) • Perform Oracle upgrade, POSSE Upgrade to 7.2.1 and then 7.3.x on the Computronix development sandbox Marshal and POSSE databases. • Upgrade applications (Outrider, POSSE Admin, Winchester Admin & Web sites, Process Server, etc.) • Upgrade CX Marshal and POSSE databases for the development and test environments and configure new features of POSSE 7.3.x (Delegation feature, Business groups for Access Groups) • Update City development Marshal and UAT environments. • Support UAT and fix any issues found for UAT. Up to one day of Product Team support if needed.	\$45,200
3.	Delivery, UAT, and Prod databases upgraded to POSSE 7.2 & 7.3, Production support refreshed from production environment.	\$11,500
SERVICES SUB-TOTAL:		\$76,200

All services described will be performed by Computronix in-house staff, no sub-contractors will be used to perform these services.

Section 7.0 Progress Report Requirements

Not less frequently than once in every month, Computronix shall submit invoices and/or itemized work documents to the City. The itemized work documents shall include, if applicable, the following information:

Names of Consultant personnel performing work

Dates of Project work

Location of Project work

Itemized costs set forth in this SOW, including identification of each employee who provided services during the period of the invoice and the number of hours for each such employee will be provided by Computronix standard Time Detail Report; invoices and vouchers, evidencing in proper detail the nature of the charges, and other documentation requested by the City; contractor staff member, authorized travel expenses with receipts, and receipts for authorized materials or supplies.

The percentage of Project completed with each set of invoices to allow the City's Project Manager to determine if Computronix is performing to expectations, is on schedule, is within funding limitations, and to also allow City's Project Manager to develop interim findings.

Incomplete or inaccurate invoices shall be returned to Computronix unapproved for correction.

All costs submitted to City must be specifically identified and supported with original receipts, invoices, or statements. Actual costs shall not exceed the estimated wage rates, labor costs, travel and other estimated costs and fees set forth in Section 6 of this Statement of Work.

By the twentieth day prior to the end of a new quarter (i.e., December 20, March 20, June 20, September 20), Computronix shall submit a Quarterly Report in a format reasonably acceptable to Riverside's Project Manager. The Quarterly Report shall include, in narrative form, a description of services performed by Computronix as well as progress toward completion of tasks related to the Project for the prior quarter.

Section 8.0 Project Schedule

The period of performance of this project is approximately 7 months. The following is an example schedule which will be finalized with Riverside during the project planning stage of the project.

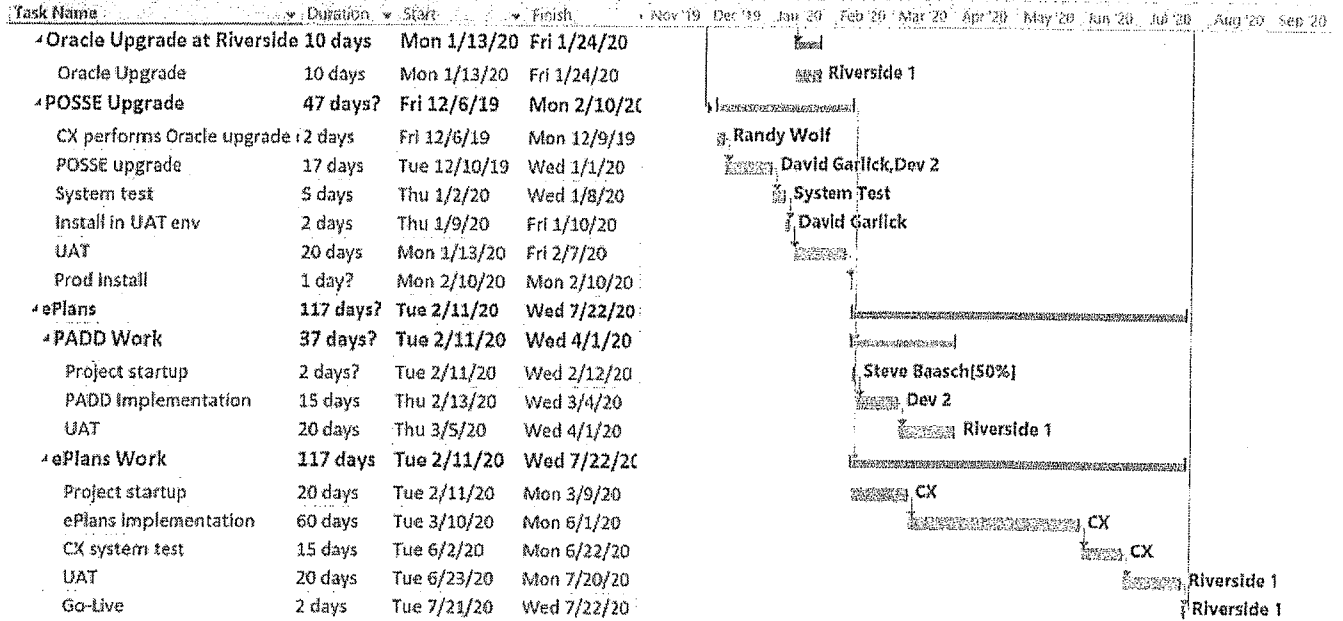


EXHIBIT "B"
COMPENSATION

Section 6.0 Project Cost Breakdown

Project Cost Breakdown

Computronix will provide an invoice of all milestones as they are rendered. Licensing fees, including the POSSE ePlans Module base license and the ePlans Named User subscriptions for users performing UAT, and 1st year maintenance will be payable upon approval of this SOW. The remaining ePlans Named User subscriptions shall be invoiced at Go-Live. All payments are due within 30 days of receipt of an invoice from Computronix. Our fixed fee for licensing fees and services for this engagement is not to exceed \$390,980. The fees are inclusive of all Computronix licensing and work needed to complete this effort.

Cost Summary:

- \$50,000 for POSSE ePlans Software Subscription Annual Support and Managed Hosting Services costs
- \$223,300 for POSSE ePlans Professional and training Services
- \$10,000 for the PADD Licensing Fee
- First year maintenance \$2,200 (may be prorated depending upon go-live date)
- \$29,280.00 for PADD implementation services
- \$76,200 for POSSE Upgrade implementation services to 7.2 and then to 7.3.x.

ePlans Annual POSSE ePlans Software Subscription:

- Annual software License Fee includes all Annual Support and Managed Hosting Services costs.
- Software License includes unlimited external authenticated users (i.e. City developers, customers, etc.).

Item No.	Description of Software Subscription	Unit Cost	FIXED ANNUAL COST
1.	1 – POSSE ePlans Module base license	\$30,000 per year	\$30,000 per year
2.	10 – POSSE ePlans Named Users (due at signing)	\$500 per Named User per year	\$5,000 per year
3.	30 – POSSE ePlans Named Users (due prior to go-live*)	\$500 per Name User per year (pro-rated*)	\$15,000 (pro-rated*)
TOTAL ANNUAL COST:			\$50,000 per year*

* Pricing for 30 POSSE ePlans Named Users, due prior to go-live will be co-termed to annual subscription renewal date. Specifically, if go-live is 7 months after signing, then the subscription will be pro-rated lower to only include 5 months of fees for remainder of 1st year.

POSSE ePlans Professional Services:

Item No.	Description of Services	Cost
1.	Planning, Fit-Gap Analysis	\$43,600
2.	Final City Site-Specific System Configuration <ul style="list-style-type: none"> ePlans will be integrated with the identified City permits as identified in "Section 4.0 – Overview of Scope" 	\$124,200
3.	Interfaces (no interfaces included in POSSE ePlans)	\$0
4.	Data Conversion from ProjectDox to POSSE ePlans system (no data conversion included in estimate)	\$0
5.	UAT Testing remote support, and On-Site "Go Live" Support	\$20,000
6.	On-site Pre-UAT ePlans usage training, based on the Delivered Site-Specific Solution, and ePlans Administration training <ul style="list-style-type: none"> As identified in "Section 4.0 – Overview of Scope" 	\$27,500
7	On-Site End User ePlans usage training, based on the Delivered Site-Specific Solution.	\$8,000
SERVICES SUB-TOTAL:		\$223,300

PADD Licensing and Maintenance Fee:

- o \$10,000 for PADD Licensing fee
- o \$2,200 for First year maintenance fee (may be prorated depending upon go-live date).

Computronix PADD Professional Services:

Item No.	Description of Services	Cost
1.	Project Planning/Technical Planning: Delivery of a project schedule and a deployment plan approved by the POSSE product team.	\$9,640
2.	Deployment to City Delivery and UAT environment	\$14,640
3.	Deployment to City Production environment \$5,000	\$5,000



	SERVICES SUB-TOTAL:	\$29,280
--	----------------------------	-----------------

POSSE Upgrade Professional Services:

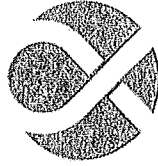
○

Item No.	Description of Services	Cost
1.	Project Planning/Technical Planning: Delivery of a project schedule and a deployment plan approved by the POSSE product team.	\$19,500
2.	<ul style="list-style-type: none"> • Create upgrade plan and create sandbox databases (Marshal and POSSE) • Perform Oracle upgrade, POSSE Upgrade to 7.2.1 and then 7.3.x on the Computronix development sandbox Marshal and POSSE databases. • Upgrade applications (Outrider, POSSE Admin, Winchester Admin & Web sites, Process Server, etc.) • Upgrade CX Marshal and POSSE databases for the development and test environments and configure new features of POSSE 7.3.x (Delegation feature, Business groups for Access Groups) • Update City development Marshal and UAT environments. • Support UAT and fix any issues found for UAT. Up to one day of Product Team support if needed.	\$45,200
3.	Delivery, UAT, and Prod databases upgraded to POSSE 7.2 & 7.3, Production support refreshed from production environment.	\$11,500
	SERVICES SUB-TOTAL:	\$76,200

All services described will be performed by Computronix in-house staff, no sub-contractors will be used to perform these services.

EXHIBIT "C"

KEY PERSONNEL



COMPUTRONIX®

Riverside PTS Project Phase 3 Key Personnel

The following is the list of proposed Key Personnel for the Riverside PTS Project Phase 3 - ePlans implementation.

Operations Manager: Jeremy Harder

Phone: 1-720.962-6300 x1634

Email: jeremy.harder@computronix.com

Lori Bluemel – Account Manager

Phone: 1-720.962-6300 x1662 Cell: 720.962-1555

E-mail: lori.bluemel@computronix.com

Steve Baasch – Computronix Project Manager

Phone: (720) 453-1613

E-mail: steve.baasch@computronix.com

David Garlick – Computronix Technical Lead

Phone: (720) 962-6300 x1618

E-mail: david.garlick@computronix.com

Exhibit C Invoice Report Format

Use Agency Letterhead								
INVOICE								
Email invoice to: accountspayable@scag.ca.gov Basil Panas Chief Financial Officer Southern California Association of Governments 900 Wilshire Blvd., Suite 1700 Los Angeles, CA 90017					Date: Invoice #: Invoice Period: MOU #: OWP #: Project Title:			
SAMPLE								
Cost Categories	Budget	Current Invoice	Current Progress Completion	Current Invoice Total	Previously Invoiced	YTD Expendtture	YTD Progress Completion	Balance
Task 1								
Task 1.1 - Project Kick off meeting	\$ -	\$0.00	0%	\$0.00	\$0.00	\$0.00	0%	
Task 1.2 - Project Coordination		\$0.00	0%				0%	
Task 2								
Task 2.1 -	\$ -	\$0.00	0%	\$0.00	\$0.00	\$0.00		
Task 3								
Task 3.1 -	\$ -	\$0.00	0%	\$0.00	\$0.00	\$0.00		
Task 4								
Task 4.1 -	\$ -	\$0.00	0%	\$0.00	\$0.00	\$0.00		
Task 5								
Task 5.1 -	\$ -	\$0.00	0%	\$0.00	\$0.00	\$0.00		
Task 6								
Task 6.1 -	\$ -	\$0.00	0%	\$0.00	\$0.00	\$0.00		
Task 7								
Task 7.1 -	\$ -	\$0.00	0%	\$0.00	\$0.00	\$0.00		
Task 8								
Task 8.1 -	\$ -	\$0.00	0%	\$0.00	\$0.00	\$0.00		
TOTAL		\$0.00		\$0.00	\$0.00	\$0.00		\$ -
Please send check to: CITY OF TBD Address City/State/ZIP								
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.								
Signature of an Authorized Official					Title			
Full Name of An Official who is authorized to legally bind the Organization					Date			

Exhibit D
FCPP Evaluation and Metrics Guidance



MEMORANDUM

To: Rye Baerg and Deanna Dupuy, Southern California Association of Governments
From: Nelson\Nygaard
Date: January 24, 2018
Subject: Future Communities Pilot Projects Evaluation and Metrics Guidance

OVERVIEW

The Future Communities Pilot Program (FCPP) aims to implement innovative projects that reduce Vehicle Miles Traveled (VMT) and primary emissions through the application of data analytics and technology. The mandate to innovate means that the Pilot Program will be required to evaluate a wide range of project types. This project evaluation framework is intended to guide reporting on pilot results by identifying consistent metrics and key performance indicators (KPIs) across a wide variety of project typologies to allow performance comparisons across the program. This framework seeks to define indicators for evaluating each pilot project in terms of:

- VMT reduction
- Air quality impact
- Productivity
- Program costs
- User experience

PROJECT EVALUATION FRAMEWORK

To maintain consistency in performance reporting among project sponsors, all pilot projects will be evaluated across a range of indicators. In order to foster a reasonably controlled environment for the evaluation of pilot projects, this document establishes a consistent way of quantifying these outcomes using comparable metrics and KPIs across all projects selected through the FCPP Call for Projects (CFP). As individual pilot projects will vary in scope and affected transportation market, data collection must be tailored to result in the KPIs and metrics outlined in this framework.

Data Collection

For each project, SCAG will work with the applicant to ensure a data collection method that will provide sufficient data to meet the evaluation criteria outlined in this framework. Depending on the nature of the pilot project, the project applicants may need to apply different data collection or analysis methods to effectively measure the VMT, emissions reduction impacts, and other indicators. Below are key requirements that will be incorporated into the design of each pilot project.

- Baseline data must be collected/identified to have a foundation against which to compare program changes. This baseline data should be clearly outlined in the Scope of Work (SOW).

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- Data collection processes should be standardized before implementing baseline data collection; however, processes may need to be adjusted slightly prior to pilot implementation and after the first round of baseline data is collected.
- All variables will be collected on a monthly basis, at a minimum. Where possible, real time data should be collected and analyzed to test changes in the system.
- SCAG will also hire an evaluation consultant that will collect the data from each of the pilot projects and project the benefits of implementing these projects across the region and over an extended timeframe beyond the pilot program.

Goal Setting

Each project selected will complete target-setting at the beginning of the project by establishing a measurable goal or expected outcome for the required KPIs. Common VMT reduction strategies and their ranges of effectiveness are noted below. Reduction measures should be calibrated to project-specific variables and impacts.

Table 1 Potential trip reduction of select measures based on CAPCOA¹

TDM Measure	Estimated Trip Reduction Range
Implement Employee Parking "Cash-Out"	0.6% to 7.7%
Price Workplace Parking	0.1% to 19.7%
Implement Bike-Sharing Program	N/A – see full report
Implement Car-Sharing Program	0.4% to 0.7%
Implement Car-Sharing Program	0.4% to 0.7%
Implement Commute Trip Reduction Marketing	0.8% to 4.0%
Telecommuting and Alternative Work Schedules	0.07% to 5.5%
Implement Subsidized or Discounted Transit Programs	0.3% to 20.0%
Provide Ride-Sharing Programs	1.0% to 15.0%
Implement Voluntary CTR Programs	1.0% to 6.2%
Implement Transit Access Improvements	N/A – see full report
Increase Transit Service Frequency/Speed	0.02% to 2.5%
Implement Area or Cordon Pricing	7.9% to 22.0%
Unbundle Parking Costs from Property Cost	2.6% to 13.0%
Implement Market Price Public Parking (On-Street)	2.8% to 5.5%
Urban Non-Motorized Zones	N/A – see full report

¹ The full report can be found at: <http://www.capcoa.org/wp-content/uploads/2010/11/CAPCOA-Quantification-Report-9-14-Final.pdf>

Baseline and Ongoing Reporting

SCAG will require that each pilot project provide data on a planned and regular basis to determine the projects effectiveness and determine whether or not adjustments in project strategies should be considered. Regular reporting will consist of baseline data, monthly project status reports, and milestone reports. A sample performance report is provided in Appendix A for reference. Considerations for successful project applicants to address when tailoring their baseline and ongoing reporting measures to appropriately reflect the performance of pilot VMT and emission reduction strategies are noted below:

- The calculation of baseline volumes using historical data will allow project applicants to assess how well the pilot is performing on a month-to-month basis and at the completion of the project.
- FCPP pilot projects should track performance progress monthly. This will help successful project applicants conduct regular analysis to determine if the project is on track or if any adjustments are necessary to meet project goals. Project sponsors should develop a plan for monthly reporting at the beginning of the project, and plan to report outcomes at regular project management meetings.
- Milestone pilot project evaluation will be encouraged and reporting will serve to ensure the project is achieving measurable results. If it is clear that the program is not achieving desired results, the project sponsors will need to adjust project parameters at these points to attempt solutions that can meet the project's objectives.

Strategic surveys and instruments for collecting qualitative feedback should be incorporated into the milestone evaluation framework to assess trends in operator/user behavior patterns and satisfaction. End user and operator feedback early in the process may provide insights that will affect successful pilot expansion or deployment across a range of regional contexts and conditions.

REQUIRED KEY PERFORMANCE INDICATORS

In conjunction with the primary outcomes of VMT and emissions reductions, pilot solutions should have secondary benefits to municipalities, such as increased productivity or cost/resource savings. These benefits are important when considering the long-term sustainability and replicability of the project. Data points used for these metrics and KPIs should be simple to consistently measure, collect consistently over time, and replicate across multiple types of service markets, vehicle types, and operating environments.

Most importantly, project sponsors should consistently track key metrics and performance indicators that will allow them to accurately calculate the VMT and emissions reduction effectiveness. Depending on the nature of the pilot project, available resources, and time constraints, project sponsors may need to use data that is already available to them in order to approximate appropriate KPIs that can be later used to calculate VMT, emissions or cost reduction. SCAG will work with project sponsors for FCPP deployment to finalize the scope of work and procurement documents, which will include establishment of data collection techniques to obtain the required KPIs, and evaluation metrics to determine pilot project effectiveness.

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Table 2 outlines the required KPIs for FCPP project sponsors. Additional considerations for development of metrics and KPIs are provided in Appendix B. All metrics and KPIs should be formulated so that they are expressed as a function of time – monthly and at milestone evaluation period(s).

Table 2 FCPP Key Performance Indicators¹

	Indicator	Description	Expressed As
VMT Reduction	Vehicle Miles Traveled (VMT)	Estimation of distance traveled over a period of time.	Total miles traveled
	Number of Trips	Number of round trips taken by affected vehicles.	Total number of trips
	Average Trip Length	Average distance traveled by affected vehicles per trip. (may be 1-way, round trip or fixed route)	Average Miles
Air Quality Impacts	CO (Carbon monoxide)	Pollutant gas, which plays a role in the formation of ground-level ozone.	Pounds of pollutant emissions
	CO ₂ (Carbon dioxide)	The most common greenhouse gas, contributes to the amount of heat absorbed by the atmosphere.	Pounds of pollutant emissions
	NO _x (Nitrous oxides)	Family of pollutant gases, which play a role in creating ozone (smog).	Pounds of pollutant emissions
	ROG (Reactive Organic Gases)	Family of pollutant gases, which affect the rates of ozone production, particle formation and growth, and oxidant consumption.	Pounds of pollutant emissions
	SO _x (Sulphur oxides)	A family of pollutant gases, which can combine with water and air to form sulfuric acid -- the main component of acid rain.	Pounds of pollutant emissions
	PM ₁₀ (Particulate Matter)	Coarse dust particles that are 2.5 to 10 micrometers in diameter.	Pounds of pollutant emissions

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	Indicator	Description	Expressed As
	PM _{2.5} (Particulate Matter)	Fine particles that are 2.5 micrometers in diameter or smaller.	Pounds of pollutant emissions
	CH ₄ (Methane)	One of the most potent greenhouse gas, produces up to 21 times as much warming as CO ₂ .	Pounds of pollutant emissions
Program Costs	Cost Effectiveness	Average price to provide the service for a defined unit quantity of VMT.	Cost of service operation per VMT
	Cost Savings	Savings in labor, fuel, maintenance, etc., as a result of pilot operation.	Changes in capital and operating costs
Productivity	Number of Customers/Users Served	Measure of how many people used or have access to the product or service; measured by customers or end users within a given radius of sites served by the pilot.	Total number of customers/users served
	Resource Utilization	Changes in the number of vehicles required to serve the market or operate the service.	Average number of vehicles in service
User Experience	Customer Satisfaction	Measure of how products and services meet or surpass customer expectation.	Customer and operator survey results
	Disadvantaged Communities Impacts	Changes to access or quality of services available to Environmental Justice or Disadvantaged Communities.	Households affected (Census, ACS groups)

¹ - All metrics and KPIs should be formulated so that they are expressed as a function of time – with monthly and milestone evaluation period(s) determined during Project Planning and procurement.

VMT CALCULATION GUIDANCE

VMT and Emissions

Reductions to VMT and emissions should be calculated using appropriate data sources for the different pilot projects and strategies deployed. Performance measuring may be a direct output of some applications, but may require several data inputs and steps to calculate for others. This section is intended to provide a roadmap for VMT, emissions, and cost reduction calculation for pilot project applicants.

Example: VMT reduction or change (“Δ”) should be evidenced by changes in number of trips being taken, average trip length (time and distance), or number of vehicles in use. Supplemental behavior data and trip pattern information may be needed to support the calculation of the number of trips taken and average trip length or changes therein.

$$\Delta \text{ VMT} = (\Delta \text{ number of trips taken}) \times (\Delta \text{ average trip length})$$

Example: Emissions reduction or change (“Δ”) for vehicle trips may be a relatively direct conversion factor of changes in average VMT. Individual conversion factors may apply depending on the type of emission being calculated, as well vehicle or fuel type.

$$\Delta \text{ Emissions}_{\text{Emission type}} = \Delta \text{ VMT} \times \text{Emission factor}_{\text{Emission type}}$$

In some cases, the “emission factor” included in calculating the reductions may be based on the changes in the amount of fuel consumed rather than VMT. This may be more appropriate when the change in the number of trips taken, or trip length, are not readily available data points nor easily calculated.

$$\Delta \text{ Emissions}_a = \Delta \text{ Fuel consumption}_b \times \text{Emissions factor}_a$$

Where a = type of emissions for a given vehicle’s fuel and technology

Where b = amount of fuel consumed per vehicle²

Some pilot projects will have a more complex relationship between VMT production and emissions. The formulas provided above are simplified approaches to calculation using factors and values that have been aggregated across many types of vehicles and operating scenarios. Additional factors considered in calculating emissions reduction may include changes to fuel type, idle time versus drive time, or other operating factors effecting fuel consumption. Given the pilot

² Formulas based on 2006 IPCC Guidelines for National Greenhouse Gas Inventories: Volume II ENERGY; Chapter 2 – Stationary Combustion; Chapter 3 – Mobile Combustion

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project's scope of work, a project sponsor may include additional calculations to more precisely identify emission production as a result of specific generation factors and permutations thereof.

SCAG will work with FCPP project sponsors during project planning to ensure that an appropriate data collection framework is established to support the future quantification of pilot project impacts on VMT and emissions production. SCAG will also hire a consultant to work with agencies to aid with milestone performance evaluation.

Calculation Resources and References

Several robust modeling tools are available in the Southern California region through resources such as CAPCOA and California Air Resources Board, developer of the EMFAC model. Each tool follows universal data specifications and categorization methods developed by the Intergovernmental Panel on Climate Change (IPCC).

The 2006 IPCC Guidelines group emissions and removals categories into five main volumes (1-Energy; 2-Industrial Processes and Product Use; 3-Agriculture, Forestry, and Other Land Use; 4-Waste; 5-Other). Each sector has its own volume of emission inventory data. Transportation related emissions fall under the Energy category (Volume 1).

The *Index of Documentation of California's 2000-2016 GHG Inventory* follows the IPCC categorization of vehicles by industry sector and various subsectors, allowing for identification of specific emissions generation factors based on the various permutations of vehicle types, operations, and fuel technologies that may exist. The subcategories from the IPCC categorical filing system most relevant to this project typology are³:

- 1- Energy
 - o 1.A – Fuel Combustion Activities
 - 1.A.3 - Transport
 - 1.A.3.b – Road Transportation
 - 1.A.3.b.i – Cars
 - 1.A.3.b.ii. – Light-duty trucks
 - 1.A.3.b.iii. – Heavy-duty trucks and buses
 - Etc.

EMFAC

The California Air Resources Board's (CARB) Emission FACTors (EMFAC) model is a computer model that can estimate emission rates for on-road vehicles including cars, trucks, and buses in California as defined by the Intergovernmental Panel on Climate Change (IPCC). USEPA approves EMFAC for use in State Implementation Plan and transportation conformity analyses. The latest EMFAC2017 version (1.0.2) has not yet been approved by the EPA. The most recent approved version is EMFAC2014 and a searchable, web-based database of historic emission production and projected emission rates (<https://www.arb.ca.gov/emfac/2014/>) from

³ Full documentation of California's GHG Inventory based on IPCC definitions: https://www.arb.ca.gov/cc/inventory/doc/doc_index.php

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year 2000 to 2050 are available for interested parties to utilize in calculating emission generating potential.

For the previous (2007) iteration of the EMFAC model, Southern California Air Quality Management District (SCAQMD) conducted a rigorous data mining and analysis exercise to compile a simplified, aggregated list of emission production factors by vehicle category. A similar effort of calculating the weighted average of emission factors for vehicle types within the EMFAC2014 model and simplifying them into fixed categories has not been prepared, due to resource limitations within the AQMD.

During the Pilot Planning phase of the FCPP, project applicants selected for grant award should coordinate with SCAG, potential contractors, and relevant third parties to determine the appropriate application of EMFAC2014 data to calculate baseline vehicle emission levels and reduction impacts following pilot launch. Additional guidance regarding use of the EMFAC2014 Web Database (v.1.07) to develop appropriate emission rates to use for calculation of pilot project reduction levels is provide in Appendix C.

CONCLUSION

The primary goal of the FCPP is to leverage innovation to reduce emissions-producing VMT while developing a consistent process for measuring the impacts and effectiveness of pilot projects. The standardized PIs established by this document are meant to provide a consistent framework for project sponsors to structure data collection, analysis methodologies, and performance measurement across a wide range of pilot VMT reduction strategies. While the nature of the various pilot projects may require using of a number of KPIs to gather the data needed to calculate VMT/emissions reduction and cost savings, these uniform reporting metrics will allow local leaders and SCAG to more easily compare effectiveness, benefits, and impacts of deployment.

Project sponsors should also consider the specific needs and goals of their communities and local leadership when deploying pilot services. To the extent possible, the evaluation of pilot performance should reflect metrics that measure the value added to the community. An understanding of local constraints and opportunities will serve as a guide for decisions regarding the expansion or replication of pilot projects throughout the region.

Appendix A Sample FCPP Performance Reporting Template

Data Collection Period: _____

Agency: _____

Department: _____

Pilot Project Name: _____

Service Market Description: _____

Program Costs

Total Project Budget: \$ _____

Total Pilot Capital Costs: \$ _____ (%)

Total Pilot Ops Costs: \$ _____ (%)

Baseline Ops Cost (monthly): \$ _____

Avg Pilot Ops Cost (monthly): \$ _____

Vehicles in Service:

Vehicle Classification	Fuel Type	Pk vehicles	Off-Pk Vehicles

*- Vehicle classification entered must be consistent with those used for Air Quality pollutant production factors

Peak period: ___ hh:mm – hh:mm ___

Off-peak period: ___ hh:mm – hh:mm _____

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VMT Reduction⁴

Vehicle Type / Fuel Type #1

Performance Indicator	Collection Period	Previous Month		Baseline Average	
	Total	Total	% change	Total	% change
Vehicle Miles Travelled (VMT)			%		%
Number of Trips			%		%
Avg. Trip Length			%		%

Vehicle Type / Fuel Type #2

Performance Indicator	Collection Period	Previous Month		Baseline Average	
	Total	Total	% change	Total	% change
Vehicle Miles Travelled (VMT)			%		%
Number of Trips			%		%
Avg. Trip Length			%		%

Air Quality Impacts⁴

Performance Indicator	Collection Period	Previous Month		Baseline Average	
	Total	Total	% change	Total	% change
Fuel Consumed (Type1)	gal	gal	%	gal	%
Fuel Consumed (Type2)	gal	gal	%	gal	%
CO (Carbon monoxide)	lbs.	lbs.	%	lbs.	%
CO ₂ (Carbon dioxide)	lbs.	lbs.	%	lbs.	%

⁴ - "VMT Reduction" and "Air Quality Impacts" may require multiple tables to calculate impacts by different vehicle types or fuel types separately. 'Baseline Average' data should reflect the average monthly quantity produced or generated by the fleet/service vehicles affected by Pilot (prior to Pilot operations).

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Performance Indicator	Collection Period	Previous Month		Baseline Average	
	Total	Total	% change	Total	% change
NO _x (Nitrous oxides)	lbs.	lbs.	%	lbs.	%
ROG (Reactive Organic Gases)	lbs.	lbs.	%	lbs.	%
SO _x (Sulphur oxides)	lbs.	lbs.	%	lbs.	%
PM ₁₀ (Particulate Matter)	lbs.	lbs.	%	lbs.	%
PM _{2.5} (Particulate Matter)	lbs.	lbs.	%	lbs.	%
CH ₄ (Methane)	lbs.	lbs.	%	lbs.	%

Productivity

Performance Indicator	Collection Period	Previous Month		Baseline Average	
	Total	Total	% change	Total	% change
Customers / Users Served			%		%
Resource Utilization ⁵			%		%

⁵ Resource utilization may be reflected as total vehicles in service or peak vehicles, as appropriate for the project.

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User Experience

Customer Satisfaction Surveys:

Survey Goals	Survey Period	Number of Survey Responses

*- Provide detailed survey results as attachment

Takeaways and action items: _____

Disadvantaged Community Impacts:

Community Name / Location	Description of Impact(s)	Mitigation Measure(s)	Status / Community Response

*- Provide supplemental information as attachment

Takeaways and action items: _____

Appendix B Optional KPI Guidance by VMT Reduction Strategy

VMT Reduction Strategy	VMT Reduction Principle	Key Hypotheses to Test	VMT Reduction KPIs (before/after)
Fleet Management and Fleet Telematics	Analyze the current operations and look for efficiencies.	a) There is potential to increase the productive utilization of fleet vehicles.	- Ratio of idle/unproductive time to drive time and number of vehicles in service.
Route Optimization	Analyze demand patterns and eliminate circuitous routes, consolidate routes or services.	a) Current routes/services driving more than they need to. b) Sites being overserved when not needed. c) Other impacts of site consolidation or dynamic routing.	- Number of sites/stops/users served. - Coverage area. - User accessibility changes.
Remote Services	Use teleconference, web-conference technology to reduce travel needs for routine municipal services/meetings/etc.	a) Determine applicable services and quality requirements for use. b) Quantify the number of SOV trips not taken. c) Quantify distances of mitigated SOV trips.	- Frequency of use. - Number of trips saved (participants). - Average travel distance of participants.
Incentives for Non-Auto Trips	Prizes, rewards, or gamification to change travel behavior (mode) choices away from SOV.	a) Increased frequency of alternative mode utilization due to the incentive program. b) Multimodal trip patterns.	- Number of alt mode trips taken (Program enrollment). - Survey of behavior preferences; SOV trip / commute patterns, O-D data. - Transit ridership, rideshare and micro mobility usage.
Mobility as a Service	Integrate multiple mobility providers into integrated/single platform for seamless user experience.	a) Increased frequency of alternative mode utilization. b) Intensity of mode shift.	- Number of alt mode trips taken (Program enrollment). - Survey of behavior preferences; SOV trip / commute patterns, O-D data. - Transit ridership, rideshare and micro mobility usage.

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VMT Reduction Strategy	VMT Reduction Principle	Key Hypotheses to Test	VMT Reduction KPIs (before/after)
Internet of Things Applications	Connected sensory devices and data streams used to improve (operating) efficiency and reducing VMT.	<ul style="list-style-type: none"> a) Improved productivity and utilization of fleet/service vehicles. b) Number of trips/VMT being reduced. 	<ul style="list-style-type: none"> - Productivity, fleet utilization. - Number of trips taken, sites/stops/users served.
Curbside or Parking Management	Using technology at the curb area to manage demand toward VMT reduction.	<ul style="list-style-type: none"> a) Reduce circulation when looking for parking, loading, or staging areas. b) Services, markets, and vehicles most significantly impacted 	<ul style="list-style-type: none"> - Curb utilization purpose and (%) time. - Average time/distance when circulating (from vendors, providers).
Single Occupancy Vehicle (SOV) Mode Replacement	Replace municipal auto fleet vehicles with e-bikes, scooters.	<ul style="list-style-type: none"> a) Increased frequency of alternative mode utilization. b) Trip purpose. c) Safety of alternative modes 	<ul style="list-style-type: none"> - Average trip length. - Number of trips taken and mode selected. - Number of safety incidents

Appendix C Using EMFAC2014 Web Database

CARB EMFAC2014 Web Database: <https://www.arb.ca.gov/emfac/2014/>

The screenshot shows the EMFAC2014 Web Database interface. At the top, there is a navigation bar with links for "About ARB", "Calendars", "A-Z Index", and "Contact Us". Below this is the California Air Resources Board logo and a search bar. The main content area is titled "EMFAC2014 Web Database (v1.0.7)". On the left, there are sections for "UP LINKS", "PROGRAM LINKS", and "RESOURCES". The main search area contains the following filters:

- Data Type: Emissions, Emission Rates
- Region: Air District (dropdown), South Coast AQMD (dropdown)
- Calendar Year: 2016, 2017, 2018 (selected), 2019, 2020 (dropdown)
- Season: Annual (dropdown)
- Vehicle Category: EMFAC2007 Categories (dropdown), Pick (dropdown), LDA (dropdown), LDT1 (dropdown), LDT2 (dropdown), MDV (dropdown)
- Model Year: Aggregated (dropdown)
- Speed: Aggregated (dropdown)
- Fuel: All (dropdown)

At the bottom of the search area is a "Download Data" button. The footer contains links for "Back to Top", "All ARB Contacts", and "A-Z Index", along with information about public participation and the board's affiliation with the California Environmental Protection Agency.

The following is a step-by-step process for retrieving emissions levels/rates for FCPP vehicles using the EMFAC2014 (v1.07) web database pictured above:

1. Data Type: select "Emission Rates"
2. Region: select "Air District" and "South Coast AQMD" from dropdown lists
3. Calendar Year: select "2018"
4. Season: select "Annual"
 - a. Note that in order to reduce pollution, summer-blend fuels use different oxygenates, or fuel additives than winter-blend fuels to reduce the impacts of

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evaporation on the release of pollutants. Winter-blend fuels have higher volatility and potential for evaporation, which would release additional pollutants if used in warmer climates.

5. Vehicle Type: select “EMFAC2007 Categories”; select option to “Pick” vehicle type appropriate for respective pilot project vehicles.
 - a. EMFAC2007 vehicle types are simplified and align more closely with IPCC standards. See Table 3 for detailed descriptions of vehicle category designations.
6. Model Year: select “Aggregated”
7. Speed: select “Aggregated”
8. Fuel: select appropriate fuel type for respective pilot project. If a fleet uses a mix of gas, diesel, and electric, “All” may be the most appropriate selection.
9. Select “DOWNLOAD DATA”

Web browser should automatically begin download of an Excel compatible (.csv) file containing EMFAC model outputs for the selected fields. Successful project applicants are encouraged to review the *EMFAC214 Volume II Handbook for Project-level Analyses (April 2014)* for guidance in detailed analysis and aggregation of model outputs.

Table 3 EMFAC2007 (v2.3) Vehicle Classifications¹

Vehicle Class	Fuel Type	Code	Description	Weight Class (lbs)	Abbr.
1	All*	PC	Passenger Cars	All	LDA
2	All*	T1	Light-Duty Trucks	0-3750	LDT1
3	Gas, Diesel	T2	Light-Duty Trucks	3751-5750	LDT2
4	Gas, Diesel	T3	Medium-Duty Trucks	5751-8500	MDV
5	Gas, Diesel	T4	Light-Heavy-Duty	8501-10000	LHDT1
6	Gas, Diesel	T5	Light-Heavy-Duty	10001-14000	LHDT2
7	Gas, Diesel	T6	Medium-Heavy-Duty	14001-33000	MHDT
8	Gas, Diesel	T7	Heavy-Heavy-Duty	33001-60000	HHDT
9	Gas, Diesel	OB	Other Buses	All	OB
10	Diesel	UB	Urban Buses	All	UB
11	Gas	MC	Motorcycles	All	MCY
12	Gas, Diesel	SB	School Buses	All	SBUS
13	Gas, Diesel	MH	Motor Homes	All	MH

* gas, diesel, and electric

¹ – EMFAC2007 (version 2.30) Calculating Emission inventories for vehicles in California User’s Guide