

SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM  
3.23  
(ID # 8640)

MEETING DATE:

Tuesday, March 12, 2019

FROM : RUHS-PUBLIC HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM – PUBLIC HEALTH: Ratify and Approve the City of Menifee Professional Service Agreement with the County of Riverside for an Active Transportation Plan. District 5. [\$24,990 - 100% funded by City of Menifee]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the City of Menifee Professional Services Agreement with the County of Riverside (Agreement) to assist in the development of an Active Transportation Plan in the amount of \$24,990 for a performance period of September 19, 2018 through June 30, 2020;
2. Authorize the Chairman of the Board of Supervisors to sign the Agreement on behalf of the County; and
3. Authorize the Director of Public Health, or designee, to take all necessary steps to implement the Agreement including, but not limited to, signing subsequent necessary documents and any non-substantive amendments, subject to County Counsel approval.

ACTION: Policy

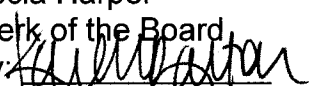
  
Kim Saruwatari, Director of Public Health 1/3/2019

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MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: March 12, 2019  
xc: RUHS-Public Health

Kecia Harper  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 8,330	\$ 16,660	\$ 24,990	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% funded through City of Menifee			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 18/19-19/20	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary (continued)**

Riverside University Health System-Public Health (RUHS-PH) will receive funding from the City of Menifee (City) to provide consulting services to assist the City in the development of an Active Transportation Plan. The Active Transportation Plan will assess needs, identify and prioritize active transportation recommendations, and focus on providing improved transportation choices in disadvantaged neighborhoods and near local schools within the City. The City plans to partner with RUHS-PH and with the non-profit Local Government Commission to engage City residents and businesses in analyzing the challenges of walking and bicycling and inform the preparation of the Active Transportation Plan.

The attached City of Menifee Professional Services Agreement with the County of Riverside (Agreement) will assist in the development of the City's Active Transportation Plan in the amount of \$24,990 for a performance period of September 19, 2018 through June 30, 2020. County Counsel has approved the Agreement as to form.

Staff recommends that the Board ratify and approve the attached Agreement, authorize the Chairman of the Board to sign on behalf of the County, and authorize the Director of Public Health, or designee, to take all necessary steps to implement the Agreement including, but not limited to, signing subsequent necessary documents and any non-substantive amendments, subject to County Counsel approval.

**Impact on Citizens and Businesses**

The Active Transportation Plan will focus on providing improved transportation choices in disadvantage neighborhoods and local schools within the City of Menifee by assessing needs, evaluating current inventory, and identifying and prioritizing active transportation recommendations.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The fiscal distribution for this Agreement from City to RUHS-PH in the amount of \$24,990 is as follows:

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

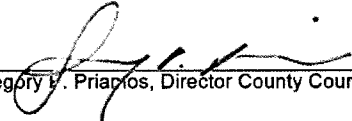
<b>Fiscal Year</b>	<b>Amount</b>
2018-2019	\$8,330
2019-2020	\$16,660
	<b>\$24,990</b>

**ATTACHMENT:**

City of Menifee Professional Services Agreement

  
Melissa Noone, Associate Management Analyst

3/4/2019

  
Gregory V. Priamos, Director County Counsel

2/25/2019

**CITY OF MENIFEE**

**PROFESSIONAL SERVICES AGREEMENT**

**CITY OF MENIFEE ACTIVE TRANSPORTATION PLAN**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and effective this 17 day of April, 2019 ("Effective Date") by and between the CITY OF MENIFEE, a California municipal corporation, ("City") and COUNTY OF RIVERSIDE, a political subdivision of the State of California, by and through its RIVERSIDE UNIVERSITY HEALTH-SYSTEM- PUBLIC HEALTH (RUHS-PH), ("Consultant"). City and Consultant may sometimes herein be referred to individually as a "Party" and collectively as the "Parties."

**SECTION 1. SERVICES.**

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Services, attached hereto as Exhibit A and incorporated herein by this reference (the "Services"). Consultant will perform subsequent task orders as requested by the Contract Administrator (as defined below), in accordance with the Scope of Services. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on **September 19, 2018** and shall end on **June 30, 2020** unless the term of this Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect City's right to terminate this Agreement, as provided for in Section 8.

1.2 Standard of Performance. Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the Services contemplated herein and, in light of such status and experience, Consultant shall perform the Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and to the sole satisfaction of the Contract Administrator.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform the Services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving written notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of the Services pursuant to this Agreement as may be reasonably necessary to satisfy Consultant's obligations hereunder.

1.5 Authorization to Perform Services. Consultant is not authorized to perform any of the Services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

## SECTION 2. COMPENSATION.

City hereby agrees to pay Consultant a sum not to exceed **TWENTY FOUR THOUSAND NINE HUNDRED NINETY DOLLARS AND ZERO CENTS (\$24,990.00)** notwithstanding any contrary indications that may be contained in Consultant's proposal, for the Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. City shall pay Consultant for the Services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for the Services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Consultant shall not bill City for duplicate services performed by more than one person.

2.1 Invoices. Consultant shall submit invoices monthly during the term of this Agreement, based on the cost for the Services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- a. Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- b. The beginning and ending dates of the billing period;
- c. A "Task Summary" containing the original contract amount, the amount of prior billings, the total due this period, the balance available under this Agreement, and the percentage of completion;
- d. At City's option, for each item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person performing the Services, the hours spent by each person, a brief description of the Services, and each reimbursable expense;
- e. The total number of hours of work performed under this Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing the Services hereunder necessary to complete the Services described in Exhibit A;
- f. Receipts for expenses to be reimbursed;
- g. The Consultant Representative's signature.

Invoices shall be submitted to:

City of Menifee  
Attn: Accounts Payable

29714 Haun Road  
Menifee, CA 92586

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for the Services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Final Payment. City shall pay the last five percent (5%) of the total amount due pursuant to this Agreement within sixty (60) days after completion of the Services and submittal to City of a final invoice, if all of the Services required have been satisfactorily performed.

2.4 Total Payment. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering the Services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entirety of the Services performed pursuant to this Agreement, unless this Agreement is modified in writing prior to the submission of such an invoice.

2.5 Hourly Fees. Fees for the Services performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule included with Exhibit A.

2.6 Reimbursable Expenses. Reimbursable expenses are included within the maximum amount of this Agreement.

2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.

2.8 Payment upon Termination. In the event that City or Consultant terminates this Agreement pursuant to Section 8, City shall compensate Consultant for all outstanding costs and reimbursable expenses incurred for Services satisfactorily completed and for reimbursable expenses as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs and reimbursable expenses incurred to that date.

### **SECTION 3. FACILITIES AND EQUIPMENT.**

Except as otherwise provided, Consultant shall, at its sole cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

## SECTION 4. INSURANCE REQUIREMENTS.

Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance checked below and provide Certificates of Insurance, indicating that Consultant has obtained or currently maintains insurance that meets the requirements of this section and which is satisfactory, in all respects, to City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in Consultant's compensation. Consultant shall not allow any subcontractor, consultant or other agent to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant acknowledges the insurance policy must cover inter-insured suits between City and other Insureds.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant pursuant to the provisions of the California Labor Code. Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident, ONE MILLION DOLLARS (\$1,000,000.00) disease per employee, and ONE MILLION DOLLARS (\$1,000,000.00) disease per policy. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against City and its officers, officials, employees, and authorized volunteers for loss arising from the Services performed under this Agreement.

### 4.2 Commercial General and Automobile Liability Insurance.

a. General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage, for risks associated with the Services contemplated by this Agreement, TWO MILLION DOLLARS (\$2,000,000.00) general aggregate, and TWO MILLION DOLLARS (\$2,000,000.00) products/completed operations aggregate. If a Commercial General Liability Insurance or an Automobile Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from the Services contemplated under this Agreement, including the use of hired, owned, and non-owned automobiles.

b. Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001.

Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 Code 2, 8, and 9. No endorsement shall be attached limiting the coverage.

c. Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

#### 4.3 Professional Liability Insurance.

a. General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing the Services pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall be shown on the Certificate. If the deductible or self-insured retention exceeds TWENTY-FIVE THOUSAND DOLLARS (\$25,000), it must be approved by City.

b. Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be no later than the commencement of the Services.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after the expiration or termination of this Agreement or completion of the Services, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the Effective Date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after the expiration or termination of this Agreement or the completion of the Services. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the Services under this Agreement. City shall have the right to exercise, at Consultant's sole cost and expense, any extended reporting provisions of the policy, if Consultant cancels or does not renew the coverage.

d. A copy of the claim reporting requirements must be submitted to City prior to the commencement of the Services under this Agreement.



4.4 All Policies Requirements. County of Riverside is self-insured.

a. Acceptability of insurers. All insurance required by this Section is to be placed with insurers with a Bests' rating of no less than A:VII and admitted in California.

b. Verification of coverage. Prior to beginning the Services under this Agreement, Consultant shall furnish City with Certificates of Insurance, additional insured endorsement or policy language granting additional insured status complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. The Certificate of Insurance must include the following reference: **CITY OF MENIFEE ACTIVE TRANSPORTATION PLAN.** The name and address for Additional Insured endorsements, Certificates of Insurance and Notice of Cancellation is: City of Menifee, 29714 Haun Road, Menifee, CA 92586. City must be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of Consultant.

c. Notice of Reduction in or Cancellation of Coverage. Consultant shall provide written notice to City within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self insured retention is increased.

d. Additional insured: primary insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of the Services performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by Consultant in the course of providing the Services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers. The insurance provided to City as an additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by City. Additional insured status shall continue for one (1) year after the expiration or termination of this Agreement or completion of the Services.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to City and its officers, officials, employees, and volunteers, and that no insurance or self-insurance maintained by City shall be called upon to contribute to a loss under the coverage.

e. Deductibles and Self-insured Retentions. Consultant shall obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the Services.

During the term of this Agreement, only upon the prior express written authorization of the Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond guaranteeing payment of losses

and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

f Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

g Variation. The Contract Administrator may, but is not required to, approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.

45 Remedies. In addition to any other remedies at law or equity City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement;
- b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

## **SECTION 5. INDEMNIFICATION.**

5.1 Indemnification for Professional Liability. Where the law establishes a professional standard of care for performance of the Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officers, employees, officials, volunteers, and agents from and against any and all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action (whether in tort, contract, under statute, at law, in equity, or otherwise) charges, awards, assessments, fines, or penalties of any kind (including reasonable consultant and expert fees and expenses of investigation, costs of whatever kind and nature and, if Consultant fails to provide a defense for City, the legal costs of counsel retained by City) and any judgment (collectively, "Claims") to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees, or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

5.2 Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City, and any and all of its officers, employees, officials, volunteers, and agents from and against any and all Claims, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance

of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

53 Limitation of Indemnification. The provisions of this Section 5 do not apply to claims occurring as a result of City's sole or active negligence. The provisions of this Section 5 shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officers, officials, employees, and agents acting in an official capacity.

## **SECTION 6. STATUS OF CONSULTANT.**

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of the Services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes the Services rendered pursuant to this Agreement. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents is in any manner officers, officials, employees, or agents of City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. Except for the fees paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing the Services hereunder. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System ("PERS") as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

## **SECTION 7. LEGAL REQUIREMENTS.**

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractor shall comply with all applicable local, state, and federal laws and regulations applicable to the performance of the work hereunder. Consultant shall not hire or employ any person to perform work within City or allow any person to perform the Services required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States. Any and all work subject to prevailing wages, as determined by the Director of Industrial Relations of the State of California, will be the minimum paid to all laborers, including Consultant's employee and subcontractors. It is understood that it is the responsibility of Consultant to determine the correct scale. The State Prevailing Wage Rates may be obtained from the California Department of Industrial Relations ("DIR") pursuant to California Public Utilities Code, Sections 465, 466, and 467 by calling 415-703-4774. Appropriate records demonstrating compliance with such

requirement shall be maintained in a safe and secure location at all times, and readily available at City's request. Consultant shall indemnify, defend, and hold City and its elected and appointed boards, members, officials, officers, agents, representatives, employees, and volunteers harmless from and against any liability, loss, damage, cost or expenses (including but not limited to reasonable attorneys' fees, expert witness fees, court costs, and costs incurred related to any inquiries or proceedings) arising from or related to (i) the noncompliance by Consultant or any party performing the Services of any applicable local, state, and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages and hire apprentices); (ii) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by Consultant or any party performing the Services to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the Parties that, in connection with performance of the Services, including, without limitation, any and all public works (as defined by applicable law), Consultant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Consultant acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. Consultant shall require the same of all subcontractors.

7.3 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

## **SECTION 8. TERMINATION AND MODIFICATION.**

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant.

8.2 Termination by Consultant. Consultant may cancel this Agreement upon 30 days' written notice to City.

8.3 Consequences of Termination. In the event of termination, Consultant shall be entitled to compensation for the Services performed up to the date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or City in connection with this Agreement.

8.4 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a

written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.5 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

8.6 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in Consultant's proposal, without prior written approval of the Contract Administrator. In the event that key personnel leave Consultant's employ, Consultant shall notify City immediately.

8.7 Survival. All obligations arising prior to the expiration or termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the expiration or termination of this Agreement.

8.8 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all of the following:

- a. Immediately terminate this Agreement;
- b. Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- c. Retain a different consultant to complete the Services described in Exhibit A; and/or
- d. Charge Consultant the difference between the cost to complete the Services described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the Services.

## **SECTION 9. KEEPING AND STATUS OF RECORDS.**

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Consultant hereby agrees to deliver those documents to City upon the expiration

or termination of this Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for City and are not necessarily suitable for any future or other use. Any use of such documents for other projects by City shall be without liability to Consultant. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports, and other documents are confidential and will not be released to third parties without prior written consent of both Parties unless required by law.

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

9.3 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for the Services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

9.4 Inspection and Audit of Records. Any records or documents that Section 9.3 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

## **SECTION 10. MISCELLANEOUS PROVISIONS.**

10.1 Attorneys' Fees. If either Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and expenses including costs, in addition to any other relief to which that Party may be entitled; provided, however, that the attorneys' fees awarded pursuant to this Section shall not exceed the hourly rate paid by City for legal services

multiplied by the reasonable number of hours spent by the prevailing Party in the conduct of the litigation. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Applicable Law: Venue. The internal laws of the State of California shall govern the interpretation and enforcement of this Agreement. In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in Riverside County.

10.3 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

10.4 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

10.5 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.6 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.7 Consultant Representative. All matters under this Agreement shall be handled for Consultant by Miguel A. Vazquez, AICP ("Consultant's Representative"). The Consultant's Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

10.8 City Contract Administration. This Agreement shall be administered by a City employee, Carlos Geronimo, Sr. Civil Engineer, ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his designee. The Contract Administrator shall have the power to act on behalf of City for all purposes under this Agreement. Unless otherwise provided in this Agreement, Consultant shall not accept direction or orders from any person other than the Contract Administrator or his designee.

10.9 Notices. Any written notice to Consultant shall be sent to:

RIVERSIDE UNIVERSITY HEALTH-SYSTEM- PUBLIC  
HEALTH (RUHS-PH)  
Attn: Miguel A. Vazquez, AICP  
4065 County Circle Drive, Suite 207  
Riverside, CA 92503

Any written notice to City shall be sent to the Contract Administrator at:

City of Menifee  
29714 Haun Road  
Menifee, CA 92586  
Attn: Carlos Geronimo, Sr. Civil Engineer

with a copy to:

City Clerk  
City of Menifee  
29714 Haun Road  
Menifee, CA 92586

10.10 Professional Seal. Where applicable in the determination of the Contract Administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.

Seal and Signature of Registered Professional with report/design responsibility.
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10.11 Rights and Remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

10.12 Integration. This Agreement, including the scope of services attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.14 Execution of Contract. The persons executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound.



10.15 Nondiscrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

10.16 No Third Party Beneficiaries. With the exception of the specific provisions set forth in this Agreement, there are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.

10.17 Nonliability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

10.18 No Undue Influence. Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City shall receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement.

10.19 No Benefit to Arise to City Employees. No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for the Services to be performed under this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement as of the Effective Date.

CITY OF MENIFEE

Armando G. Villa, City Manager

Attest:

Sarah Manwaring, City Clerk

Approved as to Form:

Jeffrey P. Melching, City Attorney

CONSULTANT: County of Riverside, a political subdivision of the State of California

Kevin Jeffries, Chairman of the Board of Supervisors

ATTEST:

Kecia R. Harper, Clerk of the Board

Approved as to Form:

Gregory P. Priamos  
County Counsel

By

Amrit Dhillon  
Deputy County Counsel

[Note: 2 officer's signatures required if Consultant is a corporation, unless provided with a certificate of secretary in-lieu]

**EXHIBIT A**  
**SCOPE OF SERVICES**

## 4. Project Management

### A. Scope of Work

#### City of Menifee Active Transportation Plan

##### INTRODUCTION

The City of Menifee is located in southwestern Riverside County approximately 30 miles southeast of the City of Riverside. The City encompasses approximately 50 square miles and has a population that has recently exceeded 89,000 people. The City was incorporated in 2008 after years of development through Riverside County.

To meet the City's goals and vision of providing a multimodal transportation system, the City proposes to develop an Active Transportation Plan (Plan). The Plan will assess the needs, evaluate current inventory, identify and prioritize active transportation recommendations, and focus on providing improved transportation choices in the disadvantaged neighborhoods and near local schools within the City. The City of Menifee's General Plan Circulation Element includes local bikeway recommendations and goals to provide complete streets citywide. Additionally, the City of Menifee has prepared a comprehensive Parks, Trails, Open Space and Recreation Master Plan which identifies in more detail the classification and location of proposed trail routes, parks and other amenities. The Active Transportation Plan will build upon the network identified in the General Plan and Master Plan, integrate pedestrian and safe routes to school recommendations, and prioritize facilities citywide.

The City of Menifee is one of the fastest growing cities in western Riverside County and is forecast to reach a population of 161,000 at build out, according to the most recent housing element in the General Plan. As the City continues to grow and expand its transportation network, this plan will create the blueprint for the future by supporting the development of more sustainable, livable, and efficient walkable and bicycle-friendly communities. The City is committed to knitting together the local, and sometimes dispersed, neighborhoods in Menifee through a network of active transportation systems. The Plan will identify the key linkages that will tie the communities together with the goal of increasing the number of non-auto oriented trips citywide.

The prioritized list of recommendations that emerge from the Plan shall be tied to measurable goals and objectives that shall be developed based on both community input as well as technical analyses throughout the process. The Plan shall provide all the necessary information and analysis required by the state guidelines for Active Transportation Plans. The Active Transportation Plan will include all of the required components as detailed by the California Transportation Commission in Section 13E of the 2017 ATP Guidelines. By prioritizing improvements, the Plan shall guide the City of Menifee to secure funding and rapidly implement improvements to strengthen the active transportation network.

These tangible results shall ultimately help to build momentum for long-term policy changes that shall guide citywide funding and program decisions.

The project will use an approach based on Caltrans' Smart Mobility Framework (SMF) which applies principles of location efficiency, reliable mobility, health and safety, environmental stewardship, social equity and a robust economy to transportation challenges. Land use and transportation efforts to improve connectivity, focus on lower income residents and create a more walkable and bicycle-friendly City are consistent with the Smart Mobility Framework (SMF). The City will also use a context-sensitive approach that mirrors the SMF's emphasis on place type analysis.

By seeking to improve mobility, safety and access for all modes of transportation, and especially walking and bicycling, this plan will help the City better align its transportation and development patterns with state and federal transportation goals of improving multimodal mobility and accessibility for all people and fostering livable, healthy and socially equitable communities. Specifically, the plan will help the City meet the reduction in vehicle miles traveled (VMT) targets included in the Southern California Association of Government's Sustainable Communities Strategy/Regional Transportation Plan, developed pursuant to SB 375. This plan also addresses the requirements in AB 1358 (California Complete Streets Act) that local jurisdictions plan for all users of City streets. Ultimately, this approach will help the region and the state better meet the goals of reducing greenhouse gas emissions and achieving more sustainable development patterns.

The City will partner with the Riverside County public health department (Riverside University Health System — Public Health, RUHS-PH) and with the nonprofit Local Government Commission (LGC) to engage the residents and businesses of Menifee in analyzing the challenges to walking and bicycling and inform the preparation of the Active Transportation Plan. The Plan will be developed through a robust public engagement process that will include a series of workshops and outreach "pop-up" events that will provide multiple opportunities for residents to participate and provide input. The outcome will be an action plan with detailed recommendations for design changes to City streets and programs that support active transportation. The plan will also identify projects that can be undertaken at low cost and in the short-term that will build support and momentum among community members.

#### RESPONSIBLE PARTIES:

The City of Menifee is the proposal applicant and will be the grant recipient. The City will partner with the the Riverside University Health System — Public Health (RUHS-PH) and with the Local Government Commission (LGC), a 501(c)3 non-profit organization. RUHS-PH and LGC are included as sub-applicants on the grant proposal to assist with managing the project and with the public engagement process.

The City will choose a technical consultant team, through a competitive bid process, to produce the plan. The selected consultant will have expertise in transportation planning, active transportation, Complete Streets, and Vision Zero. The roles and responsibilities of the City, RUHS-PH, LGC and the consultant team are detailed below.

#### City of Menifee

The City is the lead applicant and will have overall responsibility for the project. The City will be the grant recipient, execute the Restricted Grant Agreement with Caltrans, and execute contracts with sub-applicants Riverside University Health System and Local Government Commission. The

City will conduct a competitive bid process to select a qualified consultant team with multimodal transportation planning and traffic engineering expertise. The City will provide staffing support to meet the 11.47 percent local match in addition to local transportation funds, if needed. Staff will provide project management support, will coordinate with project partners and agencies, participate in community workshops, attend meetings, provide data and policy documents, review consultant products, and direct revisions. Staff will also secure all facilities for public meetings, stakeholder meetings and team meetings and will encumber any production fees, facility fees or other costs associated with public outreach events. The City will provide GIS mapping support to supplement the technical analysis conducted by the Consultant, including providing and/or developing GIS mapping layers for use on the project. City staff will prepare quarterly invoices and reports to Caltrans. Staff will also coordinate with partners to help publicize the project and ensure public participation in all aspects of the community planning process.

#### **Local Government Commission (LGC)**

LGC will assist with project management and coordination of the project. LGC will organize the community engagement events, develop publicity materials with local input, and document public input for inclusion in the resulting plan document. LGC staff has extensive experience in public engagement in planning processes, land use and transportation planning and design. LGC staff has worked on over 70 community design charrettes and their staff conduct workshops on Designing for Pedestrian Safety (for the Federal Highway Administration), Safe Routes to School (for the National Center for SRTS), and Complete Streets (for the National Complete Streets Coalition). The LGC has staff that is fluent in Spanish and can conduct meetings and workshops in English and Spanish.

#### **Riverside University Health System — Public Health (RUHS-PH)**

The Riverside University Health System — Public Health will assist with managing and conducting outreach for this project, with a special focus on engaging schools, businesses and residents. RUHS-PH has a long history of advocating for and supporting active transportation in Riverside County. Over the last ten years, RUHS-PH has partnered with 17 cities and unincorporated communities to manage Safe Routes to School projects. RUHS-PH also leads the Riverside County Active Transportation Network.

#### **Consultant**

The selected consultant (or team of consultants) will be responsible for all technical analysis, documentation mapping and evaluation for the project. The consultant will analyze and document baseline conditions for walking and bicycling, will actively engage in the public process, will develop design concepts and recommendations to improve safety that respond to input from the community and implementing and overseeing agencies, and prepare the plan document.

#### **OVERALL PROJECT OBJECTIVES:**

The project and resulting products will address a variety of community sustainability and livability objectives, including:

- Develop a comprehensive understanding of pedestrian needs and issues for pedestrians of all ages and abilities.

- Prioritize areas for pedestrian improvement based on comprehensive set of criteria, focusing on disadvantaged neighborhoods and streets surrounding local schools.
- Engage and solicit input from community stakeholders and elected officials regarding high priority pedestrian needs.
- Evaluate the existing bicycle network and identify gaps in the existing conditions as well as improvements identified in the General Plan Circulation Element and Trails Master Plan.
- Identify potential bicycle and pedestrian grade separated crossings over I-215 and Salt Creek, which are barriers that have naturally divided the City into four quadrants.
- Develop a prioritized list of local bikeways.
- Identify linkages from local bikeways to the regional bikeway network established by the Western Riverside Council of Governments (WRCOG), Riverside County and surrounding Cities.
- Provide a toolbox of active transportation guidelines and treatments.
- Provide an overview of active transportation funding opportunities.
- Encourage demonstration projects and programs targeting prioritized areas.
- Provide an ATP-compliant master plan for active transportation empowering the City to pursue opportunities for implementation funding.

## **Task 1. Grant Administration**

### **Task 1.1: Caltrans Kick Off Meeting**

The City will schedule a project kick-off meeting with Caltrans to review the scope of work for the grant, Consultant selection process, grant reporting requirements, invoicing and other elements of the grant requirements.

Responsible Party: City of Menifee

### **Task 1.2: Assemble Project Management Team**

The City will designate a staff member as Project Manager for project oversight and operations. City staff will prepare subcontracts with the Riverside University Health System — Public Health (RUHS-PH) and the Local Government Commission (LGC), the sub-applicants on this grant that will assist with project management and outreach.

Responsible Party: City of Menifee

### **Task 1.3: Conduct Procurement for Consultant Team**

The City, in coordination with the sub-applicants, will prepare a Request for Proposals to solicit a transportation planning firm with expertise in active transportation and Complete Streets that can

provide the necessary technical expertise to develop the plan. The RFP will follow the proper procurement procedures established by Caltrans for these projects.  
 Responsible Party: City of Menifee and LGC

**Task 1.4: Quarterly Reporting & Invoicing**

The City will prepare quarterly reports as required by the grant for submittal to Caltrans. This task includes the preparation of materials, document coordination with the sub-applicants and selected Consultant and the submittal of quarterly reports.  
 Responsible Party: City of Menifee

**Task 1.5: Fiscal Management**

The City will be responsible for keeping all the necessary accounting records for the project and will submit invoices to Caltrans District Staff based on milestone completion — at least quarterly, but no more frequently than monthly. This task includes receiving, reviewing, and processing the invoices received from the sub-applicants and Consultant as well as internal administrative responsibilities required to process and pay invoices.  
 Responsible Party: City of Menifee

Task	Deliverable
1.1	Meeting notes
1.2	Copy of signed agreements
1.3	Copy of RFP, Distribution list, Executed consultant contract
1.4	Quarterly Reports
1.5	Monthly Invoices

**Task 2. Project Management**

Initial project planning and coordination efforts are critical in the success of any project. The Project Team will undertake a number of initial and ongoing project administration activities to ensure that all project goals and requirements are met, within the identified budget and project timeline.

**Task 2.1: Project Kick-off Meeting**

The City will develop agenda and materials for a kick-off meeting with the Consultant, RUHS-PH and LGC to discuss the goals of the project and role of each entity. Administrative items will be discussed such as communication protocol, meeting frequency, progress reporting, scheduling and invoicing, and other relevant project information. A summary of the meeting shall be provided with key action items identified.  
 Responsible Party: City

**Task 2.2: Project Team Meetings**

Monthly Project Management (PM) status meetings shall occur via telephone (using City of Menifee conference call phone number) to ensure regular and consistent communication on upcoming tasks, identifying potential risks and challenges to success. Participation in the monthly meetings is anticipated to include the City Project Manager, the Consultant Project Manager and



LGC Project Manager. Other staff will be invited to participate as needed. The status meetings shall occur to ensure the project remains on time and within budget, and that expectations are being met.

The Consultant shall develop the agenda and prepare a summary of monthly meeting notes. The meeting notes should not exceed 2-pages, and will include a defined list of decisions, actions, and responsible party.

Responsible Party: Consultant

Task	Deliverable
2.1	Project kick-off meeting notes
2.2	Monthly Project Team meeting notes

### Task 3. Community Outreach

During this phase, the Project Team will work to identify key stakeholders, assemble a Project Development Team, develop an outreach plan, and produce and distribute outreach materials.

#### Task 3.1: Develop Stakeholder List

LGC and RUIIS, with support from the City, will assemble a stakeholder list of public officials and agency staff, businesses, service organizations, community organizations, neighborhood leaders and residents, the school district, property owners and other interest groups that reflect the demographics and perspectives of City residents. Special efforts will be made to identify agencies and organizations that work with disadvantaged communities.

Responsible Party: LGC and RUIIS-PH

#### Task 3.2: Assemble Project Advisory Team

LGC and RUHS, with support from City staff and the Consultant, will assemble a Project Advisory Team (PAT) to provide a venue for discussion of concepts and solicit input on the Plan. The PAT will be assembled through invitations to agency staff and key community members, using the stakeholder list developed during Task 3.1 and a database of contacts from the City, WRCOG and Riverside County. Identification of community members for involvement may include members of the City of Menifee Citizens Advisory Committee, Youth Committee, Senior Committee, representatives from the Menifee Union School District and local advocates interested in walking and bicycling. The PAT is expected to meet in person 3-5 times throughout the project. Meetings will be scheduled as appropriate to provide recommendations and solicit input to guide the project.

Responsible Party: LGC and RUHS-PH

#### Task 3.3: Conduct PAT Meetings

The Project Advisory Team will meet on at least three occasions during the course of this project.

- The first meeting will be held in Menifee with participation from the City, LGC, RUHS-PH and the Consultant Team approximately 3-4 months before the community engagement events. The key items on the agenda will include: Key issues to address, problem areas to study, locations with the greatest safety challenges, scheduling and location for outreach events, key stakeholders to invite, and strategies for engaging underserved residents. LGC and the

Consultant Team will travel to Menifee for this PAT meeting. During this visit, LGC and the Consultant Team will also meet with project partners and selected stakeholders, and will tour and photograph the area to assess existing conditions.

- The second PAT meeting will be held approximately two months before the engagement events. The agenda will focus on outreach and planning for the events. The LGC and the Consultant Team will travel to Menifee for this Project Advisory Team meeting.
- The third Project Advisory Team meeting will be held approximately one month after the Consultant Team circulates the draft plan goals and objectives following the engagement events. LGC staff and the Consultant Team will travel to Menifee to meet with the Project Advisory Team and other key stakeholders to discuss the outline, resolve any issues that might still be pending and review proposed concepts developed during and after the engagement events.
- Additional meetings of the PAT will be scheduled on an as-needed basis.

Responsible Party: City and LGC

**Task 3.4: Develop Community Engagement Plan**

Following the first Project Advisory Team meeting, LGC and RUHS, with input from the City, will prepare an engagement plan that will spell out the steps that will be taken to reach out to and engage community members. The plan will take a comprehensive approach to public engagement. The Project Team shall consider traditional and dynamic methods to engage the community while considering inclusiveness of many underserved portions of the City that may not fully understand the role that City of Menifee plays in guiding and supporting improvements to active transportation. Communication with various health, safety, walkability, and other interested advocacy organizations shall be ongoing as progress is made toward key project milestones. The community engagement plan shall include suggestions to uniquely engage the community, such as experiential art, developing a youth art campaign related to walking and bicycling, or coordinating with the City to develop demonstration events.

The plan will include a schedule with timing for release, distribution and placement of publicity items and a list of potential co-sponsors and co-promoters to assist with outreach and development of festive activities (e.g. donated local food and entertainment) to maximize participation and positive input at community events.

Responsible Party: LGC

**Task 3.5: Produce and Distribute Outreach Materials**

LGC and RUHS-PH will work closely with the City to conduct publicity and outreach throughout the course of the project. Specific tasks will include:

- Produce Materials: LGC and RUHS, in coordination with the City, will produce flyers and posters publicizing events for community-wide distribution. Materials will be produced in other languages, as needed. Consistent branding and messaging shall be developed for use in various project awareness media (flyers, banners, webpage, etc.).
- Distribute Materials: The City, schools, local businesses, religious and service organizations, and major employers will be asked to distribute flyers and information about the engagement events through their networks. Elementary and Middle/Junior High Schools located will be asked to send flyers home with their students. The City will distribute flyers through businesses, health clinics, churches and other identified channels. Information about the project will be circulated via social media.

- Media Outreach: Announcements and press releases will be distributed to local media. The project partners will work on setting up changeable message signs or banners announcing events. Information will be posted on the City and School District web sites and social media platforms and through their newsletters.

Responsible Party: LGC and RUHS-PH

Task	Deliverable
3.1	Stakeholder list
3.2	List of Project Advisory Team members
3.3	Meeting agendas, Participant list, Meeting notes
3.4	Community Engagement plan
3.5	Copies of flyers and posters, List of agencies/organizations distributed outreach materials, Press releases

#### Task 4. Data Collection/Opportunities and Constraints Analysis

##### Task 4.1: Plan Inventory

The Consultant will review City of Menifee planning documents including the City's General Plan Circulation Element, WRCOG Non-Motorized Transportation Plan, Riverside County and other regional Active Transportation documents.

The Consultant will prepare an inventory of existing (or under preparation) active transportation plans, pedestrian plans, and/or bikeway plans within the County that would either provide network connectivity for the City of Menifee or would provide a broad overview of best practices that may be considered and/or integrated into the City's Active Transportation Plan. The Consultant will also coordinate with WRCOG to understand the future expenditures specific to active transportation projects that could affect the recommendations for the City of Menifee.

The Consultant will coordinate with the School District and local health organizations to document elementary, middle and high school safety, education, and encouragement programs implemented at the local school level or district-wide. RUHS-PH staff will reach out to health organizations to identify current healthy community advocacy and education programs available to the residents of Menifee that may be integrated into future Active Transportation programs.

The Consultant will identify examples of other relevant state, regional, and countywide bicycle and pedestrian plans (not only within Riverside County) and identify common themes, applications and formats. The Consultant shall also include a comparative analysis of performance measures/evaluation criteria and data needs across the sample plans that may be considered in the development of the City's Active Transportation Plan. The Consultant shall provide a technical memorandum summarizing these plans and potential metrics for City review.

Responsible Party: Consultant

##### Task 4.2: Existing Conditions

The Consultant will develop socio-demographic analysis related to the need, demand, and potential for walking and bicycling (e.g. vehicle ownership, gender, age, etc.) using available existing data. In addition, the Consultant shall evaluate the following:

- Review of City of Menifee-available GIS database for available information. At the time this report was prepared, a detailed database of existing sidewalks, curb ramps, street lighting, crosswalks and bicycle facilities was not available at the City. The Consultant will be responsible for developing these GIS layers. The Consultant will work directly with City staff for layering and formatting of GIS layers.
- Evaluate existing bicycle and pedestrian trips using the Strava bicycle and pedestrian activity data; Review pedestrian and bicycle activity data available from the City including traffic data collected by the City, Safe Routes to School information and available bicycle data from recently completed studies or reports.
- Evaluate collision data using recognized statewide standardized data to map injuries and fatalities to pedestrians and bicyclists in traffic collisions.
- Identify key destinations such as schools, parks, major employment centers, transit centers, tourist destinations, and other regional activity centers. The Consultant shall work with the City to identify end-of-trip facilities, wayfinding, and adopted policies serving to support and encourage active transportation travel.

The Consultant will prepare base maps for design and analysis work and for use by residents at engagement activities. The Consultant shall provide a technical memorandum summarizing the socio-economic and data review for City review. The mapping for existing conditions analysis will need to be consistent with Statewide ATP requirements.

Responsible Party: Consultant

Task	Deliverable
4.1	<i>Plan Inventory and Technical Memorandum</i>
4.2	<i>Data Analysis, Technical Memorandum on Existing Conditions, Base Maps</i>

### Task 5. Community Engagement

As with any community planning or development process, the community engagement efforts for this project will help to affirm community values, needs and aspirations and ultimately drive the development of the final plan so that it reflects and advances the community's vision for the future. To support this goal, LGC and RUHS-PII will work closely with the City of Menifee to conduct a series of activities to engage residents. By using a participatory process, the Project Team can help broaden the dialogue with residents and businesses within the community and stimulate continued engagement. This, in turn, will strengthen social capital within the City during and after the project period.

The 3-day design charrette is the centerpiece of this community-based planning project. The purpose of the charrette will be to identify goals, objective and guiding principles for the ATP while beginning to identify proposed design solutions.

Design charrettes consist of a series of events that can include: highly interactive workshops, exercises, walkability and bicycling audits, stakeholder meetings, design table exercises and other activities that provide residents and key stakeholders a direct role in developing a plan for the future. The premise of a charrette is that the people who live, work, go to school and shop in a community are the experts when it comes to understanding the challenges and problems. By concentrating activities over a short period of time, charrettes can help capture community members' attention and create a "buzz" that draws more interest from the community and the media. The iterative process used in a charrette also helps develop greater community buy-in and support for the resulting plan and its recommendations.

The function of the Project Team that will prepare the Plan is to facilitate and listen to the local residents and stakeholders and distill a common vision and set of design solutions. Charrettes also help the consultant team to explore the challenges the community faces in greater depth since team members get to experience the conditions faced by local residents over several days which often results in creative solutions.

The Local Government Commission — which has organized over 70 community design charrettes across California — will coordinate all charrette activities with assistance from City Staff, RUHS, the Project Advisory Team and the Consultant Team.

**Task 5.1: Agenda Development and Logistics**

LGC, in coordination with the City, Project Advisory Team and consultant team will develop a detailed agenda for the design charrette events and activities. The City and LGC, with help from the Project Advisory Team and co-sponsors, will arrange facilities and food (in accord with grant guidelines for eligible snack and refreshment expenses), and other supporting promotional and celebratory activities.

Responsible Party: LGC and City of Menifee

**Task 5.2: Community Design Charrette**

The LGC, RUHS, City and Consultant Team will organize a three-day Community Design Charrette. The draft schedule of activities will include:

- Approximately 3-4 small group meetings with key stakeholders (e.g., government agencies, community service providers, school district, businesses, emergency responders, multifamily residents, etc.) to gain a better understanding of the concerns and issues. Meetings are typically 60-90 minutes in length.
- Kick-off community workshop, typically on a weekday evening to ensure broad participation. The kick-off workshop will provide participants with an overview of the project goals and objectives and will include a visioning presentation, exercises and activities to gather community input such as design table maps in which small groups work together to write and draw their ideas on aerial maps
- Walking and bicycling audits/assessments
- Project Team members working for several days on-site in intense production to developing preliminary recommendations and illustrative graphics

- Afternoon or evening open studios to allow stakeholders to provide feedback as the Consultant Team is working
- Review of concepts with City staff

Responsible Party: LGC and Consultant Team

**Task 5.3: Pop-Up Events**

Before, during and after the charrette, RUHS-PII staff will attend and engage the community at up to five (5) events associated with community festivals, farmer's markets, and other events. Attendance at community events may be facilitated through demonstration events to illustrate tactical urbanism concepts through temporary installations of innovative solutions. Small pop-up events at a community event may provide a livelier method to solicit input and engage event attendees. Pop-up events can also be organized outside schools, stores or other locations where residents may gather.

Responsible Party: RUHS

**Task 5.4: Digital Media Input**

The Consultant will identify and recommend digital media options to solicit community input on barriers and challenges, and to provide guidance on desired improvements and concepts. The consultant, in collaboration with City staff, will create a project web site in the City's official webpage with ongoing information on the development of the Active Transportation Plan. The web site will allow residents to take a short survey, provide general comments and will also include an interactive map that they can use to provide detailed, location-specific comments.

Responsible Party: Consultant Team

**Task 5.5: Draft Project Goals and Objectives**

Based on the input received from the variety of community engagement events and the web site, the Consultant Team will develop draft active transportation goals and objectives for local agency and public review. Statewide and regional goals for safety, sustainability, mobility and accessibility, and equity, including those in the Caltrans Smart Mobility 2010 Principles, shall provide a starting point and shall be supplemented to address local context and availability of data. The results of this task shall be used to tailor active transportation goals and objectives for the City of Menifee. The goals and objectives shall be measurable and shall consider metrics utilized by other jurisdictions.

The draft goals and objectives shall be presented to the Project Advisory Team as well as to the City of Menifee's Citizens Advisory Committee, Youth Committee and Senior Committee. Additionally, the Consultant shall present the goals and objectives to community stakeholders for public input.

Responsible Party: Consultant Team

**Task 5.6: Final Project Goals and Objectives**

Based on input received on the draft active transportation goals and objectives, the Consultant shall prepare the final goals and objectives that shall be used to guide the preparation of ranking criteria to prioritize improvements. The Consultant shall prepare a technical memorandum summarizing agency and public comments and responses.

Responsible Party: Consultant Team

Task	Deliverable
5.1	<i>Agenda for Community Engagement Charrette</i>
5.2	<i>Presentations, Notes on Community Input during Events</i>
5.3	<i>Notes on comments received during Pop-Up events</i>
5.4	<i>Input received through online web site, questionnaires, maps</i>
5.5	<i>Draft Goals and Objectives</i>
5.6	<i>Final Goals and Objectives, Comments Received</i>

**Task 6. Plan Recommendations for Walking**

**Task 6.1: Pedestrian Priority Area Identification**

The Consultant will prepare an analysis to identify priority areas for pedestrian improvements within the City. The Consultant shall identify pedestrian priority areas using evaluation criteria such as collision history, access to local and regional destinations, current and potential demand, equity, public input, and regional connectivity. Public input shall be reviewed as a potential criterion, based on consideration of the quantity and value of input received. The ranking criteria should be based on the goals and objectives developed for the Plan.

The Consultant will coordinate with the City’s planning department in order to gather information on corridors, downtown areas, or areas with concentrated land uses such as near a hospital, employment centers, civic centers, transit center, or other major destination that may warrant special attention but which might not be revealed in the ranking criteria or modeling. The ranking criteria shall be utilized to identify up to twenty (20) priority areas where improvements would benefit pedestrian travel.

The Consultant shall present ranking criteria and draft mapping of pedestrian network improvements to the PAT and CAC to seek feedback on locations. The Consultant shall create maps to identify the priority areas for pedestrian-specific improvements. This scope includes the identification of project-specific pedestrian improvements that strengthen and complete the existing and future pedestrian network.

Responsible Party: Consultant Team

**Task 6.2: Pedestrian Improvements Cost Estimates**

High-level cost estimates shall be developed for typical pedestrian improvements to position the City for potential funding applications or incorporation into the City’s future CIP program. The Consultant shall work with the PAT to develop a locally representative unit cost for treatments. Estimates should include information about capital costs to implement pedestrian projects as well as maintenance costs related to pavement and landscaping upkeep, and maintenance of traffic control devices, striping, signs, and lighting where applicable. Consideration of maintenance for pedestrian facilities should include review of American Disabilities Act (ADA) consistency and guidance about review of pavement quality to ensure level surfaces, and address damage related to tree roots, cracking, and displaced pavement.

Responsible Party: Consultant Team

**Task 6.3: Pedestrian Best Practices Toolkit**

The Consultant shall research and document various best practices related to the 5 E's of Education, Encouragement, Engineering, Enforcement and Evaluation. Best practices should represent a diverse range of pedestrian methods/treatments to address both infrastructure and non-infrastructure needs. The Consultant shall work with WRCOG and local agencies in Riverside County to identify where similar practices and treatments may already be employed to provide a local and accessible example. The toolkit shall consider efforts to provide inclusiveness in pedestrian planning and safety efforts to address equity in transportation.

Responsible Party: Consultant Team

Task	Deliverable
6.1	<i>Draft and Revised Pedestrian Project Recommendations</i>
6.2	<i>Pedestrian Improvement Cost Estimates</i>
6.3	<i>Pedestrian Best Practices Toolkit</i>

**Task 7. Plan Recommendations for Bicycling**

**Task 7.1: Local Bikeway Project Identification**

The Consultant will work with the Applicant and the PAT to develop a list of bikeway recommendations starting with the City's Circulation Element and building upon the recommendations based upon input from the community. Additional bikeways network recommendations shall be determined through agency staff coordination and technical analysis of gaps and opportunities for connectivity.

Mapping of draft bikeway network improvements shall be presented to the PAT and City of Menifee CAC for review and comment. In addition, the draft network improvements will be posted to the City's website for public review and comment. The Consultant shall create maps that illustrate city-wide and regional connectivity to the bicycle network.

Responsible Party: Consultant Team

**Task 7.2: Local Bikeway Ranking Criteria**

The Consultant shall develop ranking criteria to evaluate and prioritize future bikeways. Evaluation criteria should be based on the established project goals and objectives. Each criterion shall carry an assigned weight and be presented in matrix format to exhibit how they relate to the goals and objectives. Potential ranking criteria might include collision history, gap closure, connectivity to destinations, cost, public input, and projected usage. Data and analysis tools used to develop the ranking criteria shall be provided to the Applicant at project completion. The criteria shall be presented concurrently with recommended improvements to the PAT and City of Menifee CAC.

Responsible Party: Consultant Team

**Task 7.3: Bikeways Project Prioritization and Cost Estimates**

The Consultant shall evaluate and rank recommended bikeway projects based on the established criteria. The Consultant shall develop high-level cost estimates for each bikeway project to



position the City for potential funding applications or incorporation into local funding programs. The Consultant shall work with the PAT to develop a locally representative unit cost for treatments. Estimates should include information about capital costs to implement bikeway projects as well as maintenance costs related to pavement material, landscaping upkeep, and maintenance of traffic control devices, striping, signs, and lighting where applicable.

An implementation matrix shall be developed for the list of bikeway improvements. The final detailed analysis and results shall be provided to the Applicant at project completion.  
 Responsible Party: Consultant Team

**Task 7.4: Bikeways Best Practices Toolkit**

The Consultant will prepare a best practices toolkit that accounts for evolving legislation and standardization of infrastructure treatments (bike diversion training, bike signals, green paint usage, Class IV bikeways, etc.). Where available, applications within Riverside County shall be identified and used as examples of best practices at the local agency level. Topics included in the toolkit should include engineering designs, wayfinding and signage, as well as programmatic concepts such as education, encouragement, enforcement, and evaluation. The toolkit shall consider efforts to provide inclusiveness in bikeways planning and safety efforts to address equity in transportation.

Responsible Party: Consultant Team

Task	Deliverable
7.1	Local Bikeway Project List and Maps
7.2	Bikeway Ranking Criteria
7.3	Prioritized Local Bikeway Projects and Cost Estimates Memorandum
7.4	Bikeways Best Practices Toolkit

**Task 8. Active Transportation Plan**

**Task 8.1: Funding Source Matrix**

The Consultant shall develop a compiled matrix of funding sources for pursuit of grants to plan and implement active transportation improvements. The funding sources could include local, regional, state, and federal sources, and would include a variety of fund types including transportation, air quality, water quality, health, and sustainability sources. The funding list shall include public and private sources and shall include details on what each funding source can address such as feasibility analysis, environmental review, right-of-way acquisition, final design, construction, and maintenance. The funding list should draw upon extensive work already compiled within the Regional Bikeways Strategies, with updates for recent changes.

The Consultant shall identify the most likely near-term funding sources which considers Federal, State, and local requirements as well as locally adopted policies to determine "likely" funding sources. The information shall include the anticipated schedule for calls, and key information

related to match requirements. The funding matrix shall be developed to help guide and position the City for potential funding opportunities.  
Responsible Party: Consultant Team

**Task 8.2: Draft and Final Report**

The Consultant shall incorporate results of prior tasks into the citywide Active Transportation Plan. The draft report shall be made available for local agency and public review. Comments on the draft shall be addressed by the Consultant team. The final report shall be published online and promoted through the City of Menifee's various media outlets. The Consultant shall present a summary of the report to the following groups:

- City of Menifee Planning Commission;
- City of Menifee Citizens Advisory Committee
- City Parks and Recreation Commission
- City Council

City staff will be responsible for presenting the results of the effort to City Council.  
Responsible Party: Consultant Team and City

Task	Deliverable
8.1	<i>Draft and Final Funding Source Matrix</i>
8.2	<i>Draft and Final ATP Report</i>

