



Western Riverside Council of Governments Administration & Finance Committee

AGENDA

Wednesday, April 10, 2024
12:00 PM

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

Committee members are asked to attend this meeting in person unless remote accommodations have previously been requested and noted on the agenda. The below Zoom link is provided for the convenience of members of the public, presenters, and support staff.

[Public Zoom Link](#)

Meeting ID: 893 5384 2874

Passcode: 724783

Dial in: 669 444 9171 U.S.

In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if special assistance is needed to participate in the Administration & Finance Committee meeting, please contact WRCOG at (951) 405-6702. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility at the meeting. In compliance with Government Code Section 54957.5, agenda materials distributed within 72 hours prior to the meeting which are public records relating to an open session agenda item will be available for inspection by members of the public prior to the meeting at 3390 University Avenue, Suite 200, Riverside, CA, 92501.

In addition to commenting at the Committee meeting, members of the public may also submit written comments before or during the meeting, prior to the close of public comment to jleonard@wrcog.us.

Any member of the public requiring a reasonable accommodation to participate in this meeting in light of this announcement shall contact Janis Leonard 72 hours prior to the meeting at (951) 405-6702 or jleonard@wrcog.us. Later requests will be accommodated to the extent feasible.

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

1. CALL TO ORDER (Chris Barajas, Chair)

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PUBLIC COMMENTS

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

5. CONSENT CALENDAR

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

A. Action Minutes from the March 13, 2024, Administration & Finance Committee Meeting

Requested Action(s): 1. Approve the Action Minutes from the March 13, 2024, Administration & Finance Committee meeting.

B. First Amendment to Professional Services Agreement with Best Best & Krieger for PACE Administrative and Legal Services

Requested Action(s): 1. Recommend that the Executive Committee authorize the Executive Director to execute a First Amendment to the Professional Services Agreement with Best Best & Krieger for administrative and legal services for the WRCOG PACE Programs through June 30, 2026.

C. Professional Services Agreement with PFM Financial Advisors

Requested Action(s): 1. Recommend that the Executive Committee authorize the Executive Director to enter into a Professional Services Agreement, subject to legal review and approval, with PFM Financial Advisors.

6. REPORTS / DISCUSSION

Members of the public will have an opportunity to speak on agenda items at the time the item is called for discussion.

A. Nominations for Executive Committee Chair, Vice-Chair, and 2nd Vice-Chair Positions for Fiscal Year 2024/2025

Requested Action(s): 1. Nominate Executive Committee members to serve as WRCOG Chair, Vice-Chair, and 2nd Vice-Chair for Fiscal Year 2024/2025, for consideration at the May 6, 2024, Executive Committee meeting.

B. TUMF Nexus Study - Release Draft for Review

Requested Action(s):

1. Recommend that the WRCOG Executive Committee release the draft 2024 TUMF Nexus Study for a 30-day comment period.

C. Request for Proposals regarding WRCOG General Legal Services

Requested Action(s):

1. Direct the Executive Director to issue a Legal Services Request for Proposal as recommended by the Legal Services Ad Hoc Committee.

7. REPORT FROM THE COMMITTEE CHAIR

Chris Barajas, City of Jurupa Valley

8. REPORT FROM THE EXECUTIVE DIRECTOR

Dr. Kurt Wilson

9. ITEMS FOR FUTURE AGENDAS

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

10. GENERAL ANNOUNCEMENTS

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

11. NEXT MEETING

The next Administration & Finance Committee meeting is scheduled for Wednesday, May 8, 2024, at 12:00 p.m., in WRCOG's office at 3390 University Avenue, Suite 200, Riverside.

12. CLOSED SESSION

PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO SECTION 54957

Title: Executive Director

CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO SECTION 54957.6

Agency designated representatives: Chair and General Counsel

Unrepresented employee: Executive Director

13. ADJOURNMENT

Administration & Finance Committee

Action Minutes

1. CALL TO ORDER

The meeting of the WRCOG Administration & Finance Committee was called to order by Chair Chris Barajas at 12:09 p.m. on March 13, 2024, in WRCOG's office.

2. PLEDGE OF ALLEGIANCE

Committee member Crystal Ruiz led the Committee members and guests in the Pledge of Allegiance.

3. ROLL CALL

- City of Corona - Jacque Casillas
- City of Eastvale - Christian Dinco
- City of Jurupa Valley - Chris Barajas (Chair)
- City of Norco - Kevin Bash
- City of Perris - Rita Rogers
- City of San Jacinto - Crystal Ruiz
- City of Wildomar - Joseph Morabito
- County, District 2 - Karen Spiegel
- County, District 3 - Chuck Washington
- Western Water - Brenda Dennstedt

Absent:

- City of Lake Elsinore - Brian Tisdale

4. PUBLIC COMMENTS

Ivette Macias from SCAG reported that the SCAG Scholarship applications are due on March 22, 2024. High school and college students interested in urban planning, public policy, and public service are welcome to apply for this \$4k scholarship. Two students from each county will be awarded.

Ms. Macias also stated that early registration is now open for SCAG's 59th Annual Regional Conference and General Assembly, being held at the J.W. Marriot Desert Springs Resort and Spa in Palm Desert May 2 - 3, 2024. Elected officials and City Managers receive complimentary registration.

Finally, Ms. Macias reported that SCAG is preparing for the next Sustainable Communities Program call for projects focused on active transportation and safety. The application period will run from June through September. SCAG is asking its members for input on priorities and types of projects to help shape the Program in a survey from March 6 - 22, 2024.

5. CONSENT CALENDAR

RESULT:	APPROVED AS RECOMMENDED
MOVER:	San Jacinto
SECONDER:	Corona
AYES:	Corona, Eastvale, Jurupa Valley, Norco, Perris, San Jacinto, Wildomar, District 2, District 3, Western Water

A. Action Minutes from the February 14, 2024, Administration & Finance Committee Meeting

Action:

1. Approved the Action Minutes from the February 14, 2024, Administration & Finance Committee meeting.

6. REPORTS / DISCUSSION

A. 2024 General Assembly Community Service Awards Nominations

RESULT:	APPROVED AS RECOMMENDED
MOVER:	San Jacinto
SECONDER:	Norco
AYES:	Corona, Eastvale, Jurupa Valley, Norco, Perris, San Jacinto, Wildomar, District 2, District 3, Western Water

Action:

1. Recommended the following nominations for the 2024 Awards for Outstanding Community Service to the Executive Committee for final approval:
 - o Individual: Dan Gonse
 - o Individual: Noland Turnage
 - o Individual: Tracy Davis
 - o Group: Leaps and Bounds Pediatric Therapy
 - o Group: Blue Star Mothers H.O.M.E.

B. Fiscal Year 2024/2025 Agency Budget

Action:

1. Received and filed.

7. REPORT FROM THE COMMITTEE CHAIR

Chair Barajas had nothing to report.

8. REPORT FROM THE EXECUTIVE DIRECTOR

Dr. Kurt Wilson reported that WRCOG received a grant from CARB for clean energy vehicles, which was awarded to the Cities of Moreno Valley and Banning, and the County of Riverside.

9. ITEMS FOR FUTURE AGENDAS

Committee member Karen Spiegel asked staff to include an I-REN update at the Executive Committee meetings.

10. GENERAL ANNOUNCEMENTS

Committee member Crystal Ruiz announced that there will be a funeral for Brian Nestande at the Sacred Heart Church in Palm Desert on March 19, 2024.

11. NEXT MEETING

The next Administration & Finance Committee meeting is scheduled for Wednesday, April 10, 2024, at 12:00 p.m., in WRCOG's office.

12. CLOSED SESSION

There were no reportable actions.

13. ADJOURNMENT

The meeting was adjourned at 1:55 p.m. in honor of Brian Nestande.



Western Riverside Council of Governments Administration & Finance Committee

Staff Report

Subject: First Amendment to Professional Services Agreement with Best Best & Krieger for PACE Administrative and Legal Services

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

Date: April 10, 2024

Recommended Action(s):

1. Recommend that the Executive Committee authorize the Executive Director to execute a First Amendment to the Professional Services Agreement with Best Best & Krieger for administrative and legal services for the WRCOG PACE Programs through June 30, 2026.

Summary:

The term of the current Professional Services Agreement (PSA) with Best Best & Krieger (BB&K) for PACE administrative and legal services is active until June 30, 2024. Within the PSA, staff have options to extend the Agreement no more than two additional years. Staff is requesting to continue services with BB&K and to extend the PSA through June 30, 2026.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to recommend that the Executive Committee authorize the Executive Director to enter into a First Amendment of the PSA with BB&K for PACE-specific administrative and legal services. This effort aligns with WRCOG's 2022-2027 Strategic Plan Goal #5 (To develop projects and programs that improve infrastructure and sustainable development in the subregion).

Discussion:

Background

In March 2015, WRCOG amended its general legal counsel agreement with BB&K to include legal services to support a statewide PACE Program, specifically, bond, special, and disclosure counsel and public finance legal services. In June 2016, this agreement was amended a third time replacing a previously amended fee schedule.

Given the number of amendments made to the contract and the number of years under contract, in accordance with WRCOG's Purchasing and Procurement Policy, staff issued a Request for Proposals (RFP) to identify potential firms with relevant knowledge and experience to provide administrative and legal services for WRCOG's PACE Programs. The RFP was distributed on August 24, 2021. At the

closure of the RFP, staff received only one proposal, from the incumbent contract holder, BB&K. On November 22, 2021, staff re-issued the RFP and received one additional interested firm. After diligent staff review and evaluation, and a report out to the Administration & Finance Committee, the Executive Committee authorized staff to enter into an agreement with BB&K.

Present Situation

The agreement term with BB&K is active until June 30, 2024. Staff have options to extend the agreement no more than two additional years. Staff is requesting to continue services with BB&K and would like to extend the PSA through June 30, 2026.

Since the inception of the PACE Program, it has always been the intent that the Program pay for the services of the Program, in this case bond and legal services, through the fees of the Program. Historically, the fees that have paid for such services have come from two sources: 1) the cost of issuance of bond sales, a one-time fee provided at bond closing, and 2) annual administrative fees incurred by property owners with WRCOG PACE assessments. These fees are pass through costs paid directly from participants of the Program. With the discontinuation of WRCOG's Residential PACE Program in December 2020, this impacted the revenue to pay for bond and legal services. Bond counsel and administrative services related to the commercial portion (C-PACE) of the Program will continue to be paid through the cost of issuance of C-PACE bonds, as has been the historical practice. In 2022, this contract included a revised compensation schedule that balances and creates a consistent compensation model based upon the current assessment and prepayment volume instead of a volume of bonds issued.

	Value of Contract
Cost of Issuance	N/A
Annual Administrative Fee	\$16 per assessment
Prepayment Fee	\$20 per prepayment
Total Estimated Annual Compensation	\$486,000

One advantage to this contract is that it provides certainty as to the expenses and services to be provided. By basing the fee on the number of active assessments and prepayments, staff will be better able to project anticipated expenses associated with this contract. With roughly 21,000 residential assessments remaining, the annual Administrative Fee would be approximately \$336k. As assessments are paid off, the total number of assessments and the Fee would decline year over year. Since 2019, approximately 7,500 assessments have been prepaid each year, resulting in an approximate \$150k fee. Combined, the maximum amount of fees is approximately \$486k. This value is down from \$608k at the time of contract execution (2022) due to the decrease in outstanding assessments and decreased number of prepayments. This cost will continue to steadily decline over time as the number of outstanding assessments decline due to prepayments and fully matured assessments.

Prior Action(s):

None.

Financial Summary:

PACE Program activities are included in the Agency's adopted Fiscal Year 2023/2024 Budget under the Energy & Environmental Department.

Attachment(s):

[Attachment 1 - First Amendment to Professional Services Agreement with Best Best & Krieger for Administrative and Legal Services for the WRCOG PACE Programs](#)

**FIRST AMENDMENT TO
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT FOR
PACE ADMINISTRATIVE AND LEGAL SERVICES**

1. PARTIES AND DATE.

This First Amendment is made and entered into this 10th day of April 2024, by and between the Western Riverside Council of Governments, a California public agency (“WRCOG”) and Best Best & Krieger LLP., a bond, disclosure, and special counsel firm (“Consultant”). WRCOG and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Master Agreement.

WRCOG and Consultant entered into that certain Professional Services Agreement dated January 1, 2022 ("Master Agreement").

2.2 First Amendment.

WRCOG and Consultant desire to enter into this First Amendment for the purpose of extending the term of the Master Agreement.

3. TERMS.

3.1 Term.

The term of the Master Agreement shall be extended to June 30, 2026 (the "First Extended Term"), unless earlier terminated as provided in the Master Agreement.

3.2 Compensation.

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered at the rates set forth in Exhibit "B" of the Master Agreement.

3.3 Continuation of Existing Provisions.

Except as amended by this First Amendment, all provisions of the Master Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this First Amendment.

3.4 Counterparts.

This First Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment as of the date first written above.

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

BEST BEST & KRIEGER LLP

By: _____
Dr. Kurt Wilson
Executive Director

By: _____
Mrunal Shah
Partner



Western Riverside Council of Governments Administration & Finance Committee

Staff Report

Subject: Professional Services Agreement with PFM Financial Advisors
Contact: Casey Dailey, Director of Energy & Environmental Programs, cdailey@wrcog.us, (951) 405-6720
Date: April 10, 2024

Recommended Action(s):

1. Recommend that the Executive Committee authorize the Executive Director to enter into a Professional Services Agreement, subject to legal review and approval, with PFM Financial Advisors.

Summary:

WRCOG regularly contracts with and utilizes a variety of consultants that provide services to support, manage, and implement its Property Assessed Clean Energy (PACE) and Regional Streetlight Programs. Currently, PFM Financial Advisors provides financial advisory services on an as-needed basis to support WRCOG's residential PACE Program, Commercial PACE (C-PACE) Program, and the Regional Streetlight Program. Staff are seeking approval of a new Professional Services Agreement with PFM Financial Advisors that would commence on July 1, 2024, and expire on June 30, 2029.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to authorize a new Professional Services Agreement (PSA) with PFM Financial Advisors to provide debt issuance and financial programs' development, operations, funding, ongoing management, and other financial advisory services on an as-needed basis to support WRCOG's residential PACE Program, C-PACE Program, and the Regional Streetlight Program.

This item aligns with WRCOG's 2022-2027 Strategic Plan Goal #5 (Develop projects and programs that improve infrastructure and sustainable development in our subregion).

Discussion:

Background

Over the last decade, PFM Financial Advisors (PFM) has provided debt issuance and financial programs' development, operations, funding, ongoing management, and other financial advisory services on an as-needed basis for the residential PACE, C-PACE, and Regional Streetlight Programs. The current PSA with PFM expires on June 30, 2024, and does not have any more term extensions permitted under

WRCOG's existing contracting policy. Staff therefore determined it was appropriate to develop and release a Request for Proposals (RFP) to facilitate a new procurement.

Present Situation

On January 26, 2024, WRCOG released RFP Number 24-01, Financial Advisory Services for the Property Assessed Clean Energy (PACE) and Regional Streetlight Programs, through its online platform in PlanetBids. Proposals were due February 22, 2024. WRCOG was able to notify 54 vendors from various industries, including commercial banking, public finance activities, accounting services, and other governmental support, of the contract opportunity for financial advisory services. Only one proposal was received - that from PFM.

PFM's proposal emulates the existing services and contracted duties provided to WRCOG's residential PACE, C-PACE, and Regional Streetlight Programs. Services provided to the residential PACE and C-PACE Programs include reviewing and supporting the closing of C-PACE assessments, provide ongoing administrative and operational services for PACE bond data checks, compliance reports and fee calculations, and support of refund transactions. The Regional Streetlight Program would utilize PFM on an as-needed basis for administrative fee calculations, operations and maintenance fee calculations, preparing semi-annual invoicing for WRCOG's member agencies, review documents and ensure compliance with financing agreements, and financial analyses related to special projects and monetization opportunities.

Staff reviewed the Proposal and the only difference found between the existing contract and the proposal was updated hourly labor rates. All services and rates that would be provided to the residential PACE and C-PACE Programs remained the same as the current agreement. The Regional Streetlight Program utilizes financial advisory services on an as-needed basis and as such would be subject to the updated hourly labor rates.

Prior Action(s):

None.

Financial Summary:

Fees related to this PSA have a fiscal impact on three programs: Streetlights, residential PACE, and C-PACE. With respect to the Streetlight Program, fees are billed on an hourly, as-needed basis, and are included in its budget. Residential PACE fees are primarily related to the annual fee, where PFM receives \$1.50 per outstanding assessment, and is not paid through WRCOG's budget, but paid directly to PFM when the annual fees are received. Additional services, if needed, are outlined in Exhibit C of the Agreement. Lastly, C-PACE fees are paid on a scale, noted in Exhibit C of the Agreement, based on the total assessment amount. PFM also receives \$100 per outstanding assessment on an annual basis.

Attachment(s):

[Attachment 1 - Draft Professional Services Agreement with PFM Financial Advisors](#)

Attachment

WRCOG Professional Services
Agreement with PFM Financial Advisors
LLC

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

1. PARTIES AND DATE.

This Agreement is made and entered into this 6th day of May 2024, by and between the Western Riverside Council of Governments, a California public agency (“WRCOG”), and PFM Financial Advisors LLC a Limited Liability Company (“Consultant”). WRCOG and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

WRCOG desires to engage Consultant to render such professional services for the Property Assessed Clean Energy (PACE) Program and the Regional Streetlight Program (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from July 1, 2024 to June 30, 2029 unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

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

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

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

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

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

Michael Berwanger, Faisal Alif, Jonathan Wang, Todd Fraizer

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

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

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

other staff at all reasonable times.

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

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

3.2.10 Insurance.

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

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

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2)

Automobile Liability: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

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

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim. This insurance ~~shall be endorsed~~ to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors, or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

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

(A) General Liability.

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

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

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

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

(B) Automobile Liability.

(i) The automobile liability policy shall be endorsed to state that: (1) WRCOG, its Directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, of any auto owned, leased, hired, or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects WRCOG, its Directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by WRCOG, its Directors, officials, officers, employees, agents, and volunteers shall be in excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage.

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

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

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

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

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

effective date of cancellation or expiration.

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

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

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

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

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

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

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

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

right to require complete, certified copies of all required insurance policies, at any time.

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **[INSERT WRITTEN DOLLAR AMOUNT] (\$--)** without written approval of WRCOG's Executive Director. Extra Work may be authorized, as described below, and, if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to WRCOG a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall contain the invoice number and date; remittance address; Agreement number 2024-67-5000-001, and invoice total. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. WRCOG shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and If the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. WRCOG shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request, and post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify, and hold WRCOG, its Directors, officials, officers, employees, volunteers, and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the

respective parties may provide in writing for this purpose:

Consultant: PFM Financial Advisors LLC
1150 S. Olive St., 10th Floor
Los Angeles, CA 90015
Attn: Michael Berwanger

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

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

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

Consultant shall also be responsible to obtain in writing separate written

assignments from any sub-contractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the WRCOG.

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

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

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

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

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

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

3.5.6 Indemnification. Consultant shall defend, indemnify, and hold WRCOG, its Directors, officials, officers, consultants, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out

of or incident to any alleged negligent or intentionally wrongful acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors, arising out of or in connection with the performance of the Services, the Project or this Agreement, including ~~without limitation the payment of all consequential damages and~~ attorneys' fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense, and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against WRCOG, its Directors, officials, officers, consultants, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against WRCOG or its Directors, officials, officers, consultants, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse WRCOG and its Directors, officials, officers, consultants, employees, agents, or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by WRCOG, its Directors, officials, officers, consultants, employees, agents, or volunteers. This section shall survive any expiration or termination of this Agreement. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

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

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

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

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

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

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

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

ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

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

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

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

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

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

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

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

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

3.6 Subcontracting.

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

3.7 Municipal Advisor Provisions

3.7.1 Disclosure. Municipal Securities Rulemaking Board (the "MSRB") Rule G-42 requires that municipal advisors make written disclosures to their clients of all material conflicts of interest, certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in Consultant's Disclosure Statement delivered to WRCOG together with this Agreement.

3.7.2 Registered Municipal Advisor. Consultant is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the MSRB, pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2.

[SIGNATURES ON FOLLOWING PAGE]

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

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

PFM Financial Advisors LLC*

By: _____
Dr. Kurt Wilson
Executive Director

By: _____
Title: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
General Counsel
Best Best & Krieger LLP

By: _____
Its: _____

*A corporation requires the signatures of two corporate officers.

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

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

EXHIBIT "A"

SCOPE OF SERVICES

Upon written request by WRCOG, the Consultant will provide Financial Advisory Services to WRCOG's Programs including:

A. Regional Streetlight Program:

- I. Upon request from WRCOG, provide assistance with document accuracy and compliance with lender and payment requirements.
- II. Upon request from WRCOG, assist WRCOG with invoicing, updating payment schedules, and management of ongoing expense obligations.
- III. Upon request from WRCOG, manage invoice calculations and files based on project specific model.
- IV. Upon request from WRCOG, evaluate financials and develop financial models for special projects and monetization opportunities (i.e., revenue from licensing agreements, costs for installing smart city technologies, etc.).
- V. Upon request from WRCOG, evaluate and support additional efforts of the Regional Streetlight Program.

B. Property Assessed Clean Energy (PACE) Program services, all programs:

- I. Assist WRCOG with the identification of and engagement with additional program partners, if so desired by WRCOG.
- II. Perform sizing verification for program originated assessments and aggregated bonds as needed.
- III. Provide fee, interest rate and reserve fund analysis.
- IV. Provide ongoing reporting support for internal and external purposes.
- V. Assist WRCOG in reviewing structure, sizing, timing, and negotiation of terms for additional program participants, upon WRCOG request.
- VI. Identification of refunding opportunities and full financial advisory services related to the issuance of refunding bonds, including but not limited to, data analysis and ongoing updates related to feasibility, sizing, structure and credit enhancement; identification and assistance with selection of additional financing team members; review and comment on financing documents; credit information preparation and support with rating agencies or others.
- VII. Other PACE-related services upon request.

EXHIBIT "B"
SCHEDULE OF SERVICES

[INSERT]

DRAFT

EXHIBIT “C”

**COMPENSATION
BILLING RATES**

Financial Advisory Hourly Rates	
PFM Employee Title	Hourly Rate
Managing Director	\$425
Director	\$375
Senior Managing Consultant	\$350
Senior Analyst	\$325
Analyst	\$300

Regional Streetlight Program: Shall be billed on an hourly basis.

Residential PACE Programs: For all residential programs administered by any other third-party residential PACE program provider engaged by WRCOG during the entire term of this contract:

- \$45 per assessment closed, payable from PACE proceeds.

Residential Ongoing PACE Services: For all residential programs administered by WRCOG, for ongoing administrative and operational assistance:

- \$1.50 per outstanding assessment, calculated each June 30, beginning June 30, 2024

Work performed to include the following:

- PACE Funding Bond Data Checks
- CDIAC Reporting Support
- CAEATFA Reporting Support
- Trustee Engagement Support
- Annual Admin Fee Calculations
- Delinquent Purchases Support
- Good Faith Estimate Calculations
- Provider Fee Change Inquiries and Calculations

Any additional work requested by WRCOG will be billed at the Hourly Rates listed above. PFM will not bill hourly work without the explicit approval of Casey Dailey or another designated member of WRCOG staff.

Commercial PACE Programs: For all commercial programs administered by any third-party commercial PACE program provider engaged by WRCOG during the entire term of this contract:

- \$2,500 per assessment closed for bonds greater than \$500,000 and less than \$2 million.
- \$5,000 per assessment closed for bonds greater than or equal to \$2 million and less than \$20 million.
- \$7,500 per assessment closed for bonds great than or equal to \$20 million.
- For any assessment less than \$500,000, PFM’s fee shall be based on the following schedule:

Assessment Amount:	PFM Fee:
\$100,000	\$500
\$125,000	\$625
\$150,000	\$750
\$175,000	\$875
\$200,000	\$1,000
\$225,000	\$1,125
\$250,000	\$1,250
\$275,000	\$1,375
\$300,000	\$1,500
\$325,000	\$1,625
\$350,000	\$1,750
\$375,000	\$1,875
\$400,000	\$2,000
\$425,000	\$2,125
\$450,000	\$2,250
\$475,000	\$2,375

Commercial Ongoing PACE Services: For all commercial programs administered by WRCOG, for ongoing administrative and operational assistance:

- \$100 per outstanding assessment, calculated each June 30

Residential PACE Program Refunding Bonds: Upon successful closing of a refunding transaction for all or a portion of outstanding PACE bonds in order to provide savings and administrative efficiency to WRCOG.

At closing, payable from transaction proceeds:

- \$65,000 for transaction par amount less than \$50 million
- \$85,000 for transaction par amount greater than \$50 million and less than \$100 million
- \$100,000 for transaction part amount greater than \$100 million and less than \$300 million
- \$200,000 for transaction par amount greater than \$300 million

Commercial PACE Program Refunding Bonds: Upon successful closing of a refunding transaction for all or a portion of outstanding Commercial PACE bonds in order to provide savings and administrative efficiency to WRCOG.

At closing, payable from transaction proceeds:

- \$65,000 for all transactions greater than \$5,000,000
- For any transactions less than \$5,000,000, a fee will be negotiated directly with WRCOG and paid out of transaction proceeds.

EXPENSES

In addition to the hourly and transaction fees described above, PFM shall be reimbursed for out-of-pocket expenses on an actual cost basis (i.e., we do not charge a multiplier on expenses). Such expenses include items such as travel, meals, postage, and express mail delivery charges.



Western Riverside Council of Governments Administration & Finance Committee

Staff Report

Subject: Nominations for Executive Committee Chair, Vice-Chair, and 2nd Vice-Chair Positions for Fiscal Year 2024/2025

Contact: Dr. Kurt Wilson, Executive Director, kwilson@wrcog.us, (951) 405-6701

Date: April 10, 2024

Recommended Action(s):

1. Nominate Executive Committee members to serve as WRCOG Chair, Vice-Chair, and 2nd Vice-Chair for Fiscal Year 2024/2025, for consideration at the May 6, 2024, Executive Committee meeting.

Summary:

One key function of the Administration & Finance Committee is to recommend leadership positions to the Executive Committee for the following fiscal year. A list of nominated individuals will be presented for discussion and recommendation at the April 10, 2024, meeting.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item to provide information regarding leadership positions for Fiscal Year 2024/2025. This item supports WRCOG's 2022-2027 Strategic Plan Goal #4 (Communicate proactively about the role and activities of the Council of Governments).

Discussion:

Background

WRCOG's Bylaws (November 2021) indicate that there are three elected positions for WRCOG leadership: Chair, Vice-Chair, and 2nd Vice-Chair. As per the Bylaws, there are several requirements, including:

1. Must be a member of the Executive Committee (Article II, Section 2.A)
2. Must be from different members of the WRCOG member agencies (Article II, Section 2.B)

The Chair, Vice-Chair, and 2nd Vice-Chair all serve on an annual basis, with a term that runs through the fiscal year (July 1 to June 30).

Present Situation

The Administration & Finance Committee acts as the nominating Committee for leadership positions on the Executive Committee. The nomination period for these positions was open from March 8, 2024, to April 1, 2024. Three nominations were received for the various leadership positions. The following nominations were received prior to the deadline:

2nd Vice-Chair:

- Jacque Casillas, City of Corona
- Joseph Morabito, City of Wildomar
- Valerie Vandever, City of San Jacinto

The Administration & Finance Committee serves as the nominating committee and makes recommendations to the Executive Committee. These nominations will be considered at the May 6, 2024, Executive Committee meeting. Final approval of these positions will be conducted at the General Assembly meeting on June 20, 2024.

Prior Action(s):

None.

Financial Summary:

The action itself does not make any financial transactions; however, meeting stipends are allocated in the Fiscal Year 2024/2025 Agency Budget.

Attachment(s):

None.



Western Riverside Council of Governments Administration & Finance Committee

Staff Report

Subject: TUMF Nexus Study - Release Draft for Review
Contact: Chris Gray, Deputy Executive Director, cgray@wrcog.us, (951) 405-6710
Date: April 10, 2024

Recommended Action(s):

1. Recommend that the WRCOG Executive Committee release the draft 2024 TUMF Nexus Study for a 30-day comment period.

Summary:

The TUMF Nexus Study draws a connection between the needs of the Program and the TUMF Program Fee Schedule. This Nexus Study identifies projects requiring mitigation from new development, determines what the cost of those projects will be, and what fees need to be assessed to fund these projects. Analysis through transportation modeling work has determined a list of projects eligible for mitigation. Staff has completed the draft Study and is requesting a recommendation to the Executive Committee to release the draft for a 30-day comment period.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to provide an update on the draft TUMF Nexus Study. This effort aligns with WRCOG's 2022-2027 Strategic Plan Goal #5 (Develop projects and programs that improve infrastructure and sustainable development in our subregion).

Discussion:

Background

At its October 4, 2021, meeting, the Executive Committee gave direction for staff to begin work on a TUMF Nexus Study update. The TUMF Nexus Study draws a connection between the needs of the Program and the TUMF Program Fee Schedule. This Nexus Study identifies projects requiring mitigation from new development, determines what the cost of those projects will be, and which fees need to be assessed to fund these projects. TUMF Nexus Study updates have occurred on a regular basis with updates done in 2005, 2009, 2011, and 2017.

The key reasons for a Nexus Study update include the following:

- It is considered a best practice to update on a regular basis

- Underlying growth forecasts have changed since the last update
- Travel behavior has changed, particularly viewed in light of COVID-19
- The project list has changed, with past projects completed and new projects identified
- Opportunity to add new project types, such as ITS infrastructure

Present Situation

Work has been completed on reviewing project cost data, local jurisdiction comments, and previously obligated funding. With this data, WRCOG has compiled a draft Nexus Study (Attachment 1). In order to be approved, a 60-day review / comment period is required. This period will provide WRCOG member agencies and the public an opportunity to make any comment(s) before a final draft is presented to the WRCOG Executive Committee.

The draft Nexus Study satisfies the needs of the Mitigation Fee Act (AB 1600) which governs imposing development impact fees in California. The draft Nexus Study confirms the following, as per AB 1600 rules:

1. Establish a nexus or reasonable relationship between the development impact fee's use and the type of project for which the fee is required.
2. The fee must not exceed the project's proportional "fair share" of the proposed improvement and cannot be used to correct current problems or to make improvements for existing development.

This draft document describes the various assumptions, data inputs and analysis leading to the determination of each major variable in the TUMF calculation, and ultimately, leads to the determination of the TUMF Schedule of Fees and the maximum "fair share" fee for each of the various use types defined in the TUMF Program. These two primary outputs are included in the draft document and represent the two main components of the Nexus Study.

The first output of the draft Nexus Study is the TUMF Network Cost Estimates (Table 4.4 of Attachment 1). This list includes all the infrastructure projects included in the TUMF Program. These infrastructure includes road widenings, interchanges, bridges, grade separations, transit projects, and Intelligent Transportation System (ITS) projects. Each project in this list is on the TUMF Regional System of Highways and Arterials (RSHA) will have potential TUMF funding. Eligible projects would include those that, due to congestion, have a need to be mitigated. This mitigation could be adding a lane to a road, widening a bridge, or improving an interchange. The Nexus Study also determines how much of the mitigation need is being caused by traffic from new development. From these calculations a total eligible funding figure is presented on each project, also known as a 'maximum TUMF share.' This figure represents the maximum amount of TUMF funding that the local agency can request to be allocated towards one of its projects.

The second key component of the Nexus Study is the TUMF Fee Schedule. The total cost to mitigate the TUMF Network is divided among the different types of developments in proportion to their expected traffic impacts. TUMF groups the various land use categories to simplify the administration of the Program. The main uses are Single-family Residential, Multi-family Residential, Service, Retail, and Industrial. The fee schedule represents the maximum fee permissible under California law for the purposes of the TUMF Program. The Executive Committee has the option to adopt lower fees; however, in doing so, each use category subject to a lower fee would not be contributing a fair share of the cost of their impacts. This would in turn require project funding to come from another source to close the

funding gap created. The fee calculation for residential and non-residential uses is located in Table 7.1 of Attachment 1.

Prior Action(s):

February 15, 2024: The Technical Advisory Committee received and filed.

February 14, 2024: The Admin and Finance Committee received and filed.

February 8, 2024: The Public Works Committee received and filed.

December 14, 2023: The Public Works Committee received and filed.

October 12, 2023: The Public Works Committee received and filed.

August 10, 2023: The Public Works Committee received and filed.

June 8, 2023: The Public Works Committee received and filed.

April 13, 2023: The Public Works Committee approved the updated TUMF Nexus Study Roadway Network.

July 11, 2022: The Executive Committee received and filed.

March 17, 2022: The Technical Advisory Committee received and filed.

March 10, 2022: The Public Works Committee received and filed.

October 4, 2021: The Executive Committee gave direction to 1) begin work on a TUMF Nexus Study update; 2) update the TUMF Administrative Plan to expand the TUMF-eligible project list to include Intelligent Transportation Systems projects; 3) work with the Riverside County Transportation Commission and Riverside Transit Agency to evaluate options to mitigate VMT impacts from new development outside of the TUMF Nexus Study update; and 4) begin work on an update of the Analysis of Development Impact Fees in Western Riverside County.

Financial Summary:

Funding for TUMF activities is included in the Fiscal Year 2023/2024 budget under the TUMF Program (1148) in the General Fund (110). 4% of all TUMF collections are allocated for administrative purposes. If the Nexus study is approved, the fiscal impact would likely occur in Fiscal Year 2024/2025, which would increase and decrease revenues across the various land use types. At that time, a budget amendment will be brought forward to amend the budget accordingly.

Attachment(s):

[Attachment 1 - Draft TUMF Nexus Study 2024](#)



TRANSPORTATION UNIFORM MITIGATION FEE NEXUS STUDY 2024 UPDATE

FINAL REPORT

Prepared for the Western Riverside Council of Governments

In Cooperation with

The City of Banning
The City of Beaumont
The City of Calimesa
The City of Canyon Lake
The City of Corona
The City of Eastvale
The City of Hemet
The City of Jurupa Valley
The City of Lake Elsinore
The City of Menifee
The City of Moreno Valley
The City of Murrieta
The City of Norco
The City of Perris
The City of Riverside
The City of San Jacinto
The City of Temecula
The City of Wildomar
The County of Riverside
Eastern Municipal Water District
March Joint Powers Authority
Morongo Band of Mission Indians
Riverside County Superintendent of Schools
Riverside Transit Agency
Western Municipal Water District

DRAFT

Prepared by GHD

DRAFT March 7, 2024



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1.0 INTRODUCTION AND PURPOSE OF THE NEXUS STUDY

1.1 Background

Western Riverside County includes 18 incorporated cities and the unincorporated county covering an area of approximately 2,100 square miles. Through the mid 2000's, this portion of Riverside County was growing at a pace exceeding the capacity of existing financial resources to meet increasing demand for transportation infrastructure. Although the economic recession of the late 2000's, and the associated crises in the mortgage and housing industries, slowed this rate of growth, the regional economy has recovered and the projected rate of development in Western Riverside County remains high. Similarly, the impact of the COVID-19 pandemic on travel demand in the region has also passed, with travel demands, especially for the highway network, surpassing pre-pandemic levels.

Continued high growth in households and jobs in Western Riverside County could significantly increase congestion and degrade mobility if substantial investments are not made in transportation infrastructure. This challenge is especially critical for arterial roadways of regional significance, since traditional sources of transportation funding (such as the gasoline tax and local general funds) will not be nearly sufficient to fund the needed improvements. Development exactions only provide improvements near the development site, and the broad-based county-level funding sources (i.e., Riverside County's half-cent sales tax known as Measure A) designate only a small portion of their revenues for arterial roadway improvements.

In anticipation of the continued future growth projected in Riverside County, several county-wide planning processes were initiated in 1999. These planning processes include the Riverside County General Plan Update, the Community Environmental Transportation Acceptability Process (CETAP) and the Multi-Species Habitat Conservation Plan (MSHCP). Related to these planning processes is the need to fund the mitigation of the cumulative regional transportation impacts of future new development.

Regional arterial highways in Western Riverside County are forecast to carry significant traffic volumes by 2045. While some localized fee programs exist to mitigate the local impacts of new development on the transportation system in specific areas, and while these programs are effective locally, they are insufficient in their ability to meet the regional demand for transportation infrastructure. Former Riverside County Supervisor Buster recognized the need to establish a comprehensive funding source to mitigate the cumulative regional transportation impacts of new development on regional arterial highways. The need to establish a comprehensive funding source for arterial highway improvements has evolved into the development of the Transportation Uniform Mitigation Fee (TUMF) for Western Riverside County.

In February 1999, the cities of Temecula, Murrieta and Lake Elsinore, the Western Riverside Council of Governments (WRCOG), the Riverside County Transportation Commission (RCTC) and the Building Industry Association (BIA) met to discuss the

concept of a TUMF. The intent of this effort was to have the southwest area of Western Riverside County act as a demonstration for the development of policies and a process for a regional TUMF Program before applying the concept countywide. From February 1999 to September 2000, the Southwest Area Transportation Infrastructure System Funding Year 2020 (SATISFY 2020) Program progressed with policy development, the identification of transportation improvements, traffic modeling, cost estimates, fee scenarios and a draft Implementation Agreement.

In May 2000, Riverside County Supervisor Tavaglione initiated discussions in the northwest area of Western Riverside County to determine the level of interest in developing a TUMF for that area of the county. Interest in the development of a northwest area fee program was high. In August 2000, the WRCOG Executive Committee took action to build upon the work completed in the southwest area for the SATISFY 2020 program and to develop a single consolidated mitigation fee program for all of Western Riverside County. This action was predicated on the desire to establish a single uniform mitigation fee program to mitigate the cumulative regional impacts of new development on the regional arterial highway system, rather than multiple discrete and disparate fee programs with varying policies, fees and improvement projects. A TUMF Policy Committee comprising regional elected officials was formed to recommend and set policies for staff to develop the TUMF Program and provide overall guidance to all other staff committees.

While the TUMF cannot fund all necessary transportation system improvements, it is intended to address a current transportation funding shortfall by establishing a new revenue source that ensures future new development will contribute toward addressing its indirect cumulative traffic impacts on regional transportation infrastructure. Funding accumulated through the TUMF Program will be used to construct transportation improvements such as new arterial highway lanes, reconfigured freeway interchanges, railroad grade separations and new regional express bus services that will be needed to accommodate future travel demand in Western Riverside County. By levying a fee on new developments in the region, local agencies will be establishing a mechanism by which developers and in turn new county residents and employees will effectively contribute their “fair share” toward sustaining the regional transportation system.

This TUMF Nexus Study is intended to satisfy the requirements of California Government Code Chapter 5 Section 66000-66008 Fees for Development Projects (also known as California Assembly Bill 1600 (AB 1600) or the Mitigation Fee Act), which governs imposing development impact fees in California. The Mitigation Fee Act requires that all local agencies in California, including cities, counties, and special districts follow two basic rules when instituting impact fees. These rules are as follows:

- 1) Establish a nexus or reasonable relationship between the development impact fee's use and the type of project for which the fee is required.
- 2) The fee must not exceed the project's proportional “fair share” of the proposed improvement and cannot be used to correct current problems or to make improvements for existing development.

1.2 TUMF Nexus Study History

The TUMF Program is implemented through the auspices of WRCOG. As the council of governments for Western Riverside County, WRCOG provides a forum for representatives from 18 cities, the Riverside County Board of Supervisors, the Eastern and Western Municipal Water Districts, the Riverside County Superintendent of Schools, the March Joint Powers Authority, the Riverside Transit Agency and the Morongo Band of Mission Indians to collaborate on issues that affect the entire subregion, such as air quality, solid waste, transportation and the environment. WRCOG strives to "respect local control, provide regional perspective, and make a difference" to elevate the quality of life throughout the subregion. A current list of the standing WRCOG TUMF related committees and committee membership is included in **Appendix A**.

The initial WRCOG TUMF Nexus Study was completed in October 2002 and adopted by the WRCOG Executive Committee in November 2002. Its purpose was to establish the nexus or reasonable relationship between new land development projects in Western Riverside County and the proposed development impact fee that would be used to improve regional transportation facilities. It also identified the proportional "fair share" of the improvement cost attributable to new development.

Consistent with the provisions of the Mitigation Fee Act, the WRCOG Executive Committee has established that the TUMF Nexus Study will be subject of a comprehensive review of the underlying program assumptions at least every five years to confirm the Nexus. Acknowledging the unprecedented and unique nature of the TUMF Program, the Executive Committee determined that the first comprehensive review of the Program should be initiated within two years of initial adoption of the Program primarily to validate the findings and recommendations of the study and to correct any program oversights. The results of the first review of the Program were documented in the TUMF Nexus Study 2005 Update adopted by the WRCOG Executive Committee on February 6, 2006. A second comprehensive review of the TUMF Program was conducted in 2008 and 2009 in part to address the impacts of the economic recession on the rate of development within the region and on transportation project costs. The findings of the 2009 review of the program were adopted by the WRCOG Executive Committee on October 5, 2009.

A third comprehensive review of the TUMF Program was conducted in 2014 and 2015 leading to a Draft Nexus Study document being distributed for review in August 2015. The WRCOG Executive Committee subsequently considered comments related to the Draft Nexus Study 2015 Update at the meeting held on September 14, 2015, where it was resolved to "delay finalizing the Nexus Study for the TUMF Program Update until the 2016 Southern California Association of Governments' 2016 Regional Transportation Plan / Sustainable Communities Strategy growth forecast is available for inclusion in the Nexus Study". The Southern California Association of Governments (SCAG) adopted the 2016-2040 Regional Transportation Plan/ Sustainable Communities Strategy (2016 RTP/SCS) on April 7, 2016, enabling WRCOG staff to proceed with finalizing the update of the TUMF Nexus Study. The WRCOG TUMF Nexus Study 2016 Update Report was ultimately adopted by the WRCOG Executive Committee on July 10, 2017.

On September 3, 2020, SCAG adopted Connect SoCal; The 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy of the Southern California Association of Governments (2020 RTP/SCS). As stated in the plan document “Connect SoCal embodies a collective vision for the region’s future, through the horizon year of 2045. It is developed with input from a wide range of constituents and stakeholders within the Counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino and Ventura, including public agencies, community organizations, elected officials, tribal governments, the business community and the general public. Connect SoCal is an important planning document for the region, allowing public agencies who implement transportation projects to do so in a coordinated manner, while qualifying for federal and state funding.”

The adoption of the 2020 RTP/SCS confirmed new growth forecasts for the region that were used as the basis to develop the Connect SoCal plan. These forecasts also provide a foundational element for updating the TUMF program and the associated nexus determination prompting WRCOG to initiate the current program update. The 2020 RTP/SCS growth forecasts are used directly in the fee calculation as the basis for determining the anticipated growth in households and employment in the region through the program horizon year of 2045. These forecasts are also integrated into the Riverside County Transportation Analysis Model (RivCoM) used to forecast the cumulative regional traffic impacts of new development on the arterial highway network in Western Riverside County.

Completed in 2021 to succeed the Riverside County Traffic Analysis Model (RIVTAM), RivCoM provides a valuable tool for supporting a variety of transportation planning activities in Riverside County, including the update of the TUMF Nexus Study. RivCoM was developed under the leadership of WRCOG in conjunction with regional partners with the intent to provide jurisdictions in Riverside County with a traffic forecasting tool that, while consistent with the SCAG regional travel demand model, provides a more appropriate level of detail to support transportation planning at the County or City level.

RivCoM is a critical tool for quantifying the cumulative regional traffic impacts of new development as part of the TUMF Nexus Study Update. Utilizing the 2020 RTP/SCS growth forecasts, RivCoM is used to quantify changes in travel demand and traffic conditions on the regional highway network, with a specific focus on the TUMF Network. RivCoM outputs are used to analyze project eligibility and quantify the fair share of traffic growth that is attributable to new development as inputs to determining the fee. The adoption of the Connect SoCal plan and the availability of RivCoM to serve as a critical tool for quantifying network impacts for the TUMF Nexus Study Update were key factors driving the schedule for this update of the fee.

To ensure new development continues to contribute a fair share of the cost to mitigate its cumulative regional transportation impacts in the period between the comprehensive review of program assumptions completed at least every five years, the WRCOG Executive Committee has also established that the TUMF Schedule of Fees will be reviewed annually, and adjusted, as needed, on July 1st to reflect current costs. The revised schedule of fees will typically be recalculated in February of each year based

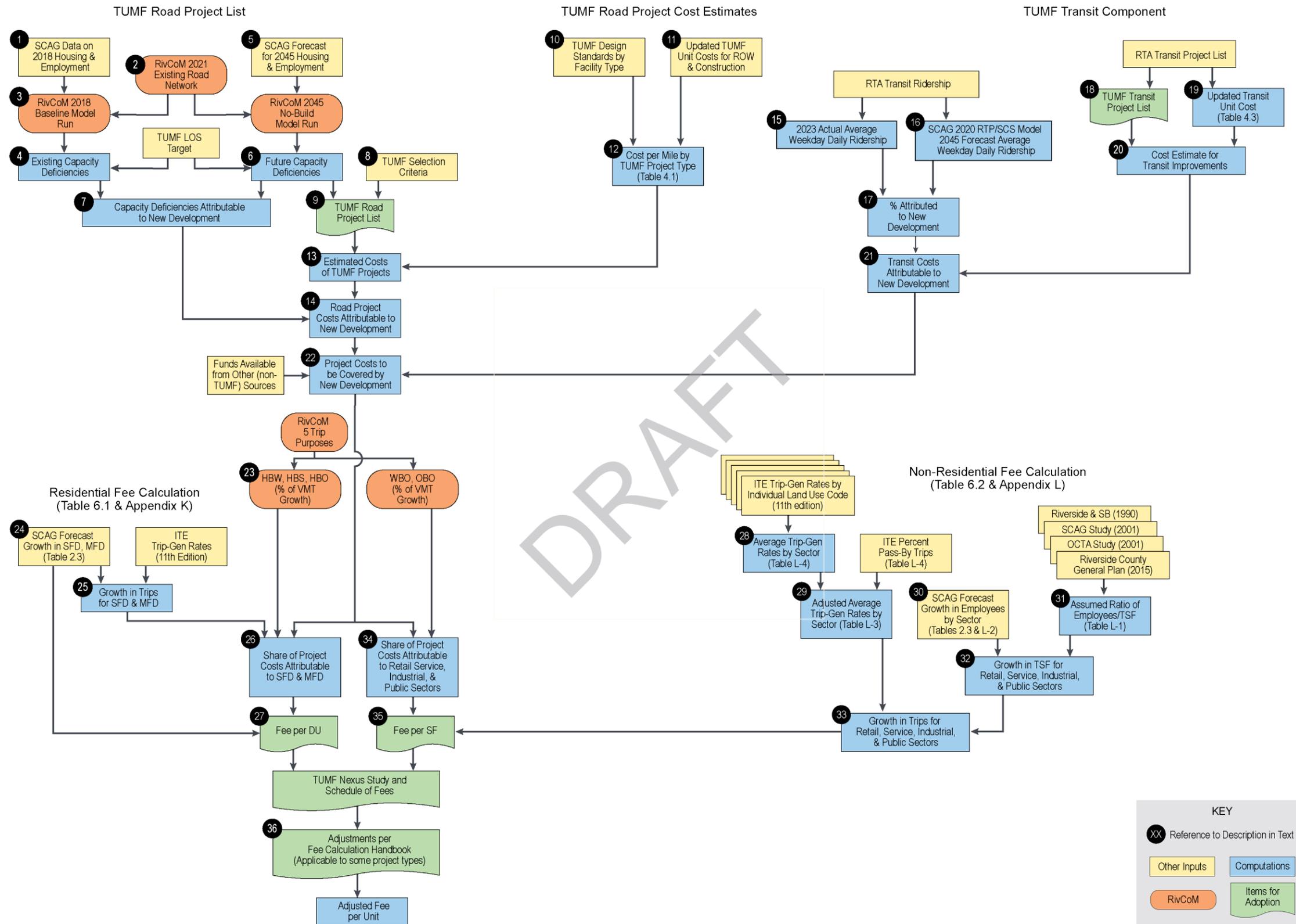
on the percentage increase or decrease in the Engineering News Record (ENR) Construction Cost Index (CCI) for the twelve (12) month period from January of the prior year to January of the current year, and the percentage increase or decrease in the National Association of Realtors (NAR) Median Sales Price of Existing Single Family Homes in the Riverside/San Bernardino Metropolitan Statistical Area for the twelve (12) month period from the 3rd Quarter of the second year prior to the 3rd Quarter of the prior year (to coincide with the publication of the most recently updated index). If approved by the Executive Committee, the resultant percentage change for each of the indices will be applied to the unit cost assumptions for roadway and bus transit costs, and land acquisition costs, respectively, to reflect the combined effects of changes in eligible project costs on the resultant per unit fee for each defined land use category. The most recent annual cost adjustment to the TUMF Schedule of Fees was adopted by the WRCOG Executive Committee on July 12, 2021.

1.3 TUMF Nexus Study Process

In coordination with WRCOG, city and county representatives and other interested parties have reviewed the underlying assumptions of the Nexus Study as part of this comprehensive program review. In particular, the most recent socioeconomic forecasts developed by SCAG as the basis for the 2020 RTP/SCS were incorporated. This use of the most recent SCAG forecasts resulted in a shift of the program base year from 2012 to 2018, as well as a shift in the program horizon year from 2040 to 2045. Furthermore, the TUMF Network was re-examined in detail based on travel demand forecasts derived from the most recent version of the Riverside County Model (RivCoM) to more accurately reflect future project needs to address the cumulative regional impacts of new development in Western Riverside County as well as eliminating those projects having been completed prior to the commencement of the Nexus review in 2021.

The subsequent chapters of this Nexus Study document describe the various assumptions, data inputs and analysis leading to the determination of each major variable in the TUMF calculation, and ultimately leading to the determination of the TUMF Schedule of Fees that indicates the maximum "fair share" fee for each of the various use types defined in the TUMF program. The overall process for establishing the TUMF nexus is summarized in this section, including the flow chart in **Figure 1.1** that illustrates the various technical steps in this fee calculation process. Each technical step that was followed to determine the TUMF Schedule of Fees and establish the program nexus is summarized below, with the numbers denoted on the flow chart correlating to the steps described. The flow chart also incorporates color coding of the steps to indicate those steps that involved the application of RivTAM, steps that utilized other input data, steps that are computations of various inputs, and steps that required specific actions of the various WRCOG committees to confirm major variables. Where appropriate, the flow chart also includes specific cross references to the sections or tables included in this Nexus Study document that correlate to the particular step.

Figure 1.1 - Flowchart of Key Steps in the TUMF Nexus Study Process



1.3.1. Establish the TUMF Network Project List

The roadway network in Western Riverside County must be evaluated to determine how new development activity will impact the performance of the network, and how the resultant traffic impacts can be mitigated by completing various roadway improvements. The following steps integrate the latest SCAG socio-economic forecasts into RivCoM as the basis for determining future roadway deficiencies and identifying the list of eligible improvements to address these future deficiencies. The rational and methodology for accomplishing these steps is further explained in **Chapters 2 and 3** of this report, with the resultant TUMF Network described in **Chapter 4**.

- 1) The SCAG 2020 RTP/SCS was developed using housing and employment data for 2018 as its base year. This adopted dataset was integrated into RivCoM providing a critical analytic tool to support the Nexus Study Update.
- 2) The RivCoM model¹ has datasets available that represent the capacity of the different facilities in the road network for several different study years. For this nexus update, the RivCoM 2018 base network that was developed following the adoption of the SCAG 2020 RTP was selected as the one most closely resembling current conditions. This network was subsequently reviewed and updated, including a detailed review by WRCOG staff and participating jurisdictions, to identify projects that were completed on the arterial network in the period between 2016 and December 2021. The arterial network was then recoded to reflect the changes to the TUMF Network to create a 2021 Existing Network as the base network for analysis. A second version of the base network was also developed adding only those facilities that had been identified on the 2016 TUMF network that did not currently exist and therefore were not represented by a link(s) in RivCoM. The Supplemental 2021 Existing Network was utilized as the basis for assessing only those projects that did not currently exist on the TUMF Network.
- 3) RivCoM was run using the 2018 socio-economic data (SED) and the 2021 Existing Networks to produce the baseline volumes on the roads in the TUMF Network.
- 4) The baseline volume-to-capacity (V/C) ratio was then determined. The target LOS for TUMF facilities is “D”, meaning that facilities with LOS “E” or “F”, i.e. those with a V/C ratio of 0.9 or higher, are deemed to have inadequate capacity. The result of this step is a list of roads that have existing capacity deficiencies.

¹ The macro-level traffic forecasting was conducted using the Riverside County Transportation Analysis Model (RivCoM). RivCoM is consistent of SCAG’s six-county model with additional detail (traffic analysis zones and local roads) added within Riverside County. It was developed for use in traffic studies in Riverside County as a replacement for the Riverside County Transportation and Analysis Model (RivTAM) integrating an updated modeling platform to improve run time and reliability, as well as a more focused model area, more detailed network and zone structure, and post processors to satisfy more recent legislative requirements. RivCoM has both the geographic scope needed to analyze all TUMF facilities and conformity with regional planning assumptions. There is a memorandum of understanding among the jurisdictions of Riverside County that encourages the use of the RivCoM model for use in regional traffic studies.

- 5) The SCAG 2020 RTP/SCS was developed using housing and employment data for 2045 as its forecast horizon year. This adopted dataset was also used as the future base year for the TUMF update calculation.
- 6) RivTAM was run using the 2021 Existing Networks with the land use assumptions for 2045. These “Future No-Build” scenarios was used to determine where deficiencies would occur in the roadway system if development occurred as expected but no roadway improvements were implemented.
- 7) Comparing the existing capacity deficiencies with the future deficiencies showed where new deficiencies would occur that are entirely attributable to growth in households and employment. Comparing the existing and future traffic volume to capacity ratio on the roads that are currently deficient shows the portion of the future deficiency that is attributable to growth.
- 8) It is generally acknowledged that the TUMF program cannot and should not attempt to fund every roadway improvement needed in Western Riverside County. WRCOG has adopted a set of selection criteria that was used to choose which roadway improvements would be eligible for TUMF funding.
- 9) The selection criteria were applied to the forecast deficiencies to identify projects for the TUMF Project List. The project list was subsequently reviewed to confirm the eligibility of proposed projects, including projects previously included in the TUMF program, as well as additional projects requested for inclusion as part of the current update. The project list was then subsequently updated to reflect those projects considered eligible for TUMF funding as part of the 2024 Nexus Study Update.

1.3.2. Determine the TUMF Network Project Costs

The estimated costs of proposed improvements on the TUMF Network are calculated based on the prices of construction materials, labor and land values for the various eligible project types included as part of the TUMF program. The approach and outcomes of the following steps is described in **Chapter 4** of this report.

- 10) The TUMF program has design standards covering the road project components that are eligible for TUMF funding. This ensures that projects in jurisdictions with different design standards are treated equally².
- 11) Current cost values for labor and materials such as cement, asphalt, reinforcing steel, etc., as derived from Caltrans cost database, RCTC and other sources, were tabulated and updated to December 2023. Additionally, the ROW cost components per square foot for various land use types were also updated based on current property valuations in Riverside County as researched by Overland, Pacific and Cutler.

² A jurisdiction may choose to design to a higher standard, but if it does so, TUMF will only fund up to the equivalent of what costs would have been had the TUMF design standards been followed.

- 12) The cost values for the contributing labor, materials and land components were applied to estimated quantities of these components for the various roadway project types that are eligible under TUMF to generate aggregate unit cost values for each project type (road costs per lane-mile, typical costs per arterial-freeway interchange, bridge costs per linear foot, etc.).
- 13) The unit costs from the previous step were then applied to the project list to estimate the costs of the improvements on the TUMF project list.
- 14) The percentage of each project that was attributable to new development was then applied to the costs of TUMF road projects to find the total road project cost that is attributable to new development.

1.3.3. Determine the TUMF Transit Component

A portion of the TUMF funding is made available for transit services that provide an alternative to car travel for medium-to-long distance intra-regional trips. The eligible transit projects and their associated costs are determined using the following steps, with additional explanation provided in **Chapter 4** of this report.

- 15) Actual average weekday daily ridership for Riverside Transit Agency (RTA) transit bus services was tabulated for 2023.
- 16) Forecast average weekday daily ridership for RTA bus transit services was retrieved from the SCAG 2020 RTP/SCS Model for horizon year 2045.
- 17) The growth in ridership between 2023 and 2045 was compared to determine the portion of 2045 average weekday daily ridership that is attributable to existing passengers and the portion attributable to new growth.
- 18) A proposed transit project list was provided by RTA staff and was reviewed to confirm the validity of the project list to establish a final recommended transit project list to be included as part of the program. The result was the TUMF Transit Project List.
- 19) RTA provided information on current costs for the listed transit infrastructure.
- 20) The cost information was then used to determine the cost of the items on the TUMF Transit Project List.
- 21) The percent attribution from Step 17 was applied to the project cost estimates from the previous step to determine the cost of transit improvements that are attributable to new development.
- 22) The costs for road and transit projects that are attributable to new development are then combined along with information on other (non-TUMF) funds to determine the total cost for TUMF projects that is to be covered by new development through the imposition of the fees. The available alternate funding sources were reviewed as part of the Nexus update, specifically including the completion of a detailed review of available federal, state and local funding sources administered by RCTC.

1.3.4. Computing the Fee for Residential Developments

Having determined the total project costs to be covered by new development under the TUMF program, it is necessary to divide these costs among different types of developments roughly in proportion to their expected traffic impacts. The following steps describes the process for determining the proportion attributable to new residential development. The approach for accomplishing these steps along with the findings of this analysis are described in detail in **Chapter 5** and **Chapter 6** of this report.

- 23) California legislation encourages the use of vehicle miles of travel (VMT) as the primary indicator of traffic impacts because it combines the number of vehicle trips and the average length of those trips to reflect the proportional impact to the roadway network. As a result, the methodology for determining the relative distribution of traffic impacts between residential and non-residential uses for the purposes of TUMF utilizes a VMT based approach. The RivCoM 2021 Existing Network and 2045 No-Build model runs were examined to determine the VMT of various trip types that would take place in Western Riverside County (excluding through trips). The results were compared to determine the growth in VMT for each trip type. Per WRCOG policy (based on National Cooperative Highway Research Program (NCHRP) recommended practice) trips originating in or destined for a home are attributed to residential development while trips where neither the origin nor the destination are a home are attributed to non-residential development.
- 24) The SCAG 2020 RTP/SCS socio-economic forecasts were used to estimate the number of single-family and multi-family dwelling units that will be developed during the 2018 to 2045 period.
- 25) The Institute of Transportation Engineers' (ITE's) trip generation rates, which come from surveys of existing sites for various development types, were then used to estimate the daily number of trips that will be generated by future single- and multi-family developments that will occur in the region from 2018 to 2045.
- 26) The cost to be covered by residential development was divided into the portion attributable to new single-family dwellings and portion attributable to new multi-family development to calculate the cost share for each use.
- 27) The cost share for single-family dwellings and multi-family dwellings was divided by the number of dwellings of each type to determine the fee level required from each new dwelling unit to cover their fair share of the cost to mitigate the impacts of new developments.

1.3.5. Computing the Fee for Non-Residential Developments

A process similar to that used for residential units was used to determine the fee level for non-residential development. However, the determination of fees for non-residential development involves additional steps due to the additional complexity of accounting for a greater variety of development types within each use category. **Chapter 5** and **Chapter 6** of this report provide additional explanation regarding the methodology for accomplishing these steps along with the results of this analysis.

- 28) Like most impact fee programs, TUMF groups similar development projects together into general use categories to simplify the administration of the program. TUMF groups the various land use categories found in ITE's Trip Generation Manual into four non-residential categories (industrial, retail, service, and government/public sector) based on the North American Industry Classification System (NAICS), which is also used by the U.S. Census Bureau and SCAG for demographic classifications, and is the basis for such classifications in the SCAG Regional Travel Demand Model as well as and the RivCoM model. The ITE trip generation rates for all uses were reviewed for accuracy updated to reflect the most current ITE published rates. The median value for the trip-generation rates for all uses within each category was used in the nexus study to represent the trip-generation characteristics for the category as a whole.
- 29) The trip-generation rates of retail uses and service uses were adjusted to take into account the share of pass-by trips these uses generate. Pass by trip rates for various retail and service uses were derived from the ITE Trip Generation Manual to determine the median value of all uses as the basis for the adjustment. The ITE pass by trip rates for all uses were reviewed for accuracy and updated to reflect the most current ITE published rates.
- 30) The SCAG 2020 RTP/SCS socio economic forecasts included non-residential employment for 2018 and 2045. These forecasts were used to estimate the growth in employment in each of the four non-residential uses.
- 31) The SCAG employment forecasts are denominated in jobs while development applications are typically denominated in square feet of floorspace. The ratio of floorspace per employee was determined as a median value derived from four studies, including a comprehensive study San Bernardino and Riverside Counties conducted in 1990, an OCTA study conducted in 2001, a SCAG study (including a specific focus on Riverside County) conducted in 2001, and the Riverside County General Plan adopted in 2015.
- 32) The forecast growth in employees was multiplied by the floorspace per employee to produce a forecast of the floorspace that will be developed for each of the four non-residential use types.
- 33) The trip-generation rate for each of the four uses was multiplied by the forecast of new floorspace to estimate the number of trips generated by each use.
- 34) The amount of project costs to be covered by non-residential development was split between the four non-residential uses to determine the TUMF cost share for each.
- 35) The TUMF cost share for each of the four non-residential uses was divided by the forecast growth in floorspace to determine the fee level required from each new square foot of non-residential development to cover their fair share of the cost to mitigate the impacts of new developments.
- 36) WRCOG has adopted a TUMF Fee Calculation Handbook that allows for fee adjustments to be made to account for unusual circumstances for certain types of residential and non-residential development (fuel filling stations, golf courses, high-cube warehouses, wineries, electric charging stations, etc.) These

adjustments are intended to calculate a fairer proportional fee based on the unique trip generation characteristics of these particular development types.

The outcome of this process is a schedule of fees for the various use categories identified as part of the TUMF program. The study conclusions including the Schedule of Fees is presented in **Chapter 7** of this report. The schedule of fees represents the **maximum** fee permissible under California law for the purposes of the TUMF program. The WRCOG Executive Committee has the option to adopt lower fees, however, in doing so each use category subject to a lower fee would not be contributing a fair share of the cost of their impacts. This would in turn create a funding gap for the program that would necessitate identifying additional project funding from some other source in order to ensure the cumulative regional impacts of new development are being mitigated fully in accordance with the program.



2.0 FUTURE GROWTH

2.1 Recent Historical Trend

Western Riverside County experienced robust growth in the period from the late 1990's to the mid 2000's. The results of Census 2000 indicate that in the year 2000, Western Riverside County had a population of 1.187 million representing a 30% increase (or 2.7% average annual increase) from the 1990 population of 912,000. Total employment in Western Riverside County in 2000 was estimated by the SCAG to be 381,000 representing a 46% increase (or 3.9% average annual increase) over the 1990 employment of 261,000.

Despite the impacts of the Great Recession and the associated residential mortgage and foreclosure crisis, and more recently with the shifting of population during and following the COVID-19 pandemic, Western Riverside County has continued to grow due to the availability of relatively affordable residential and commercial property, and a generally well-educated workforce. By 2010, the population of the region had grown to 1.742 million, a further 47% growth in population from 2000. Similarly, total employment in the region had also grown from 2000 to 2010 with 434,000 employees estimated to be working in Western Riverside County. This represents a 12% increase from the 381,000 employees working in the region in 2000.

2.2 Available Demographic Data

A variety of alternate demographic information that quantifies future population, household and employment growth is available for Western Riverside County. For earlier versions of the TUMF Nexus Study, the primary available source of consolidated demographic information for Western Riverside County was provided by SCAG. SCAG is the largest of nearly 700 Councils of Government (COG) in the United States and functions as the Metropolitan Planning Organization (MPO) for six counties in Southern California including Los Angeles, Orange, San Bernardino, Riverside, Ventura and Imperial. SCAG is mandated by the federal government to research and plan for issues of regional significance including transportation and growth management. As part of these responsibilities, SCAG maintains a comprehensive database of regional socioeconomic data and develops demographic projections and travel demand forecasts for Southern California.

In preparation for the 2020 RTP/SCS, SCAG undertook robust stakeholder engagement, including participation by WRCOG, Riverside County and the various cities in Western Riverside County, to develop regional demographic forecasts. Using input from regional stakeholders regarding anticipated patterns and rates of development, SCAG compiled and disseminated the forecasts that were ultimately adopted in 2020, including those specific to Western Riverside County. The SCAG forecasts adopted for the 2020 RTP/SCS were subsequently used as the basis for RivCoM and are used as the basis for this TUMF Nexus Study Update.

2.3 Demographic Assumptions Used for the Nexus Study Analysis

A major distinction between data used for the TUMF Nexus Study 2016 Update and the SCAG 2020 RTP/SCS data used for this 2024 Update is the change in the base year from 2012 to 2018, as well as the change in the horizon year from 2040 to 2045. This shift in the base year and horizon year demographic assumptions of the program carries through all aspects of the nexus analysis, including the travel demand forecasting, network review and fee calculation.

The SCAG 2020 RTP/SCS data were compared to the 2016 RTP/SCS data used in the TUMF Nexus Study 2016 Update. As can be seen in **Table 2.1** and **Figure 2.1**, the 2018 data reflects an increase in population and single-family households, and a very slight decline in multi-family households. Employment grew substantially overall, with significant growth in industrial employment, largely attributable to the rapid expansion of warehousing and logistics facilities in Western Riverside County. In contrast, there was a notable decline in government and public sector employment in the region from 2012 to 2018

Table 2.1 - Base Year Socioeconomic Estimates for Western Riverside County

SED Type	2016 Update (2012)	2024 Update (2018)	Change	Percent
Total Population	1,773,935	1,905,440	131,505	7%
Total Households	525,149	554,573	29,424	6%
Single-Family	366,588	397,407	30,819	8%
Multi-Family	158,561	157,166	-1,395	-1%
Total Employment	460,787	570,420	109,633	24%
Industrial	120,736	169,334	48,598	40%
Retail	65,888	73,814	7,926	12%
Service	253,372	308,703	55,331	22%
Government/Public Sector	20,791	18,569	-2,222	-11%

Source: SCAG 2016 RTP/SCS; SCAG 2020 RTP/SCS

Figure 2.1 – Base Year Socioeconomic Estimates for Western Riverside County

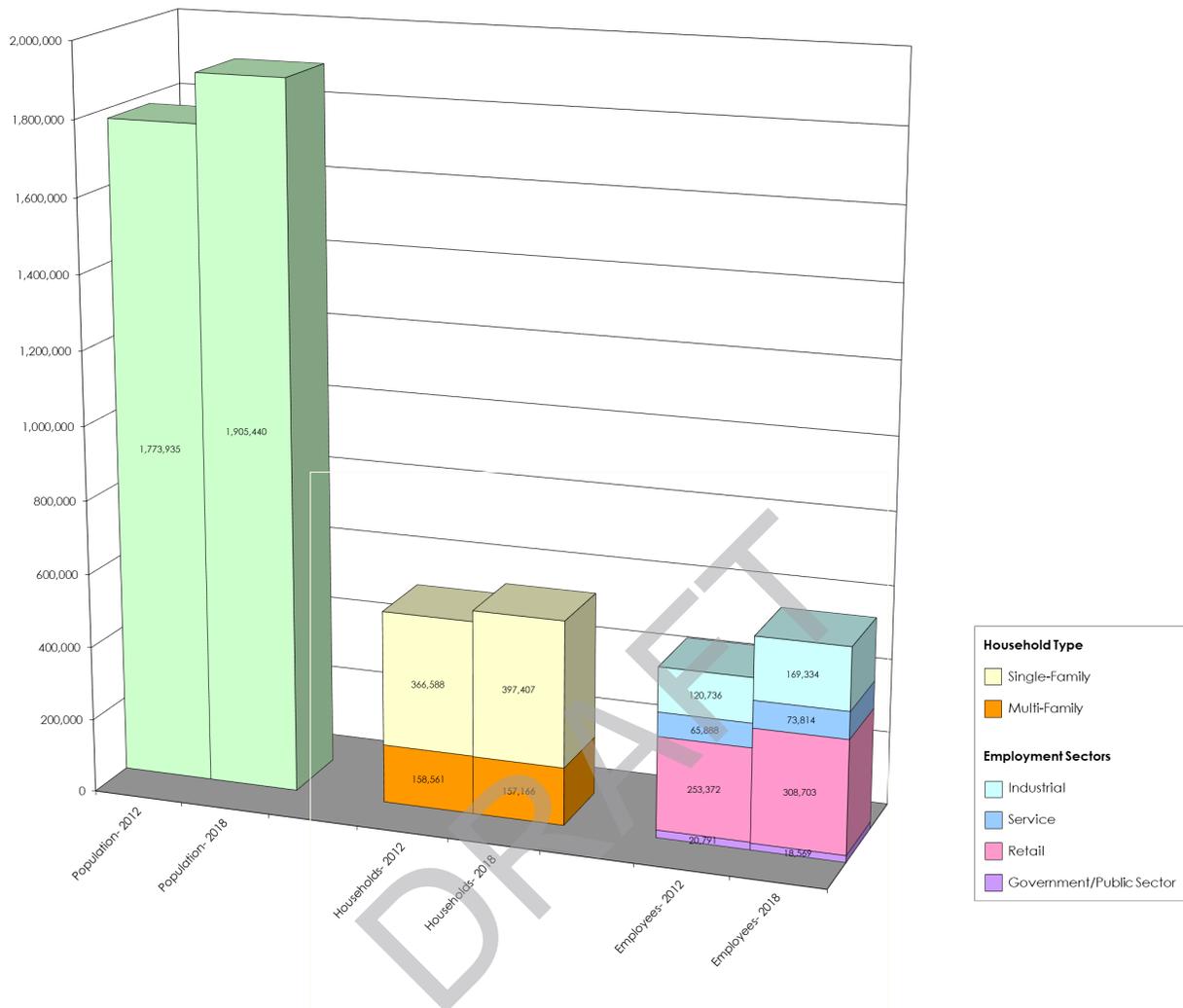


Table 2.2 and **Figure 2.2** compare the socioeconomic forecasts for the program horizon year of 2045 used in the TUMF Nexus Study 2016 Update and 2045 for this study. The most recent forecasts reflect an increase in the horizon year population and households, and a decrease in overall employment in Western Riverside County. The change in employment was not, however, consistent across sectors. The retail employment forecast has decreased approximately 15% from 2040 to 2045, while the industrial employment forecast has increased over 20%. This shift is consistent with the emergence of e-commerce as an alternative to traditional “brick and mortar” retail.

Table 2.2 - Horizon Year Socioeconomic Estimates for Western Riverside County

SED Type	2016 Update (2040)	2024 Update (2045)	Change	Percent
Total Population	2,429,633	2,533,876	104,243	4%
Total Households	775,231	812,399	37,168	5%
Single-Family	539,631	564,898	25,267	5%
Multi-Family	235,600	247,501	11,901	5%
Total Employment	861,455	846,442	-15,013	-2%
TUMF Industrial	201,328	245,915	44,587	22%
TUMF Retail	101,729	86,929	-14,800	-15%
TUMF Service	528,092	482,958	-45,134	-9%
TUMF Government/Public Sector	30,306	30,640	334	1%

Source: SCAG 2016 RTP/SCS; SCAG 2020 RTP/SCS

Figure 2.2 - Horizon Year Socioeconomic Estimates for Western Riverside County

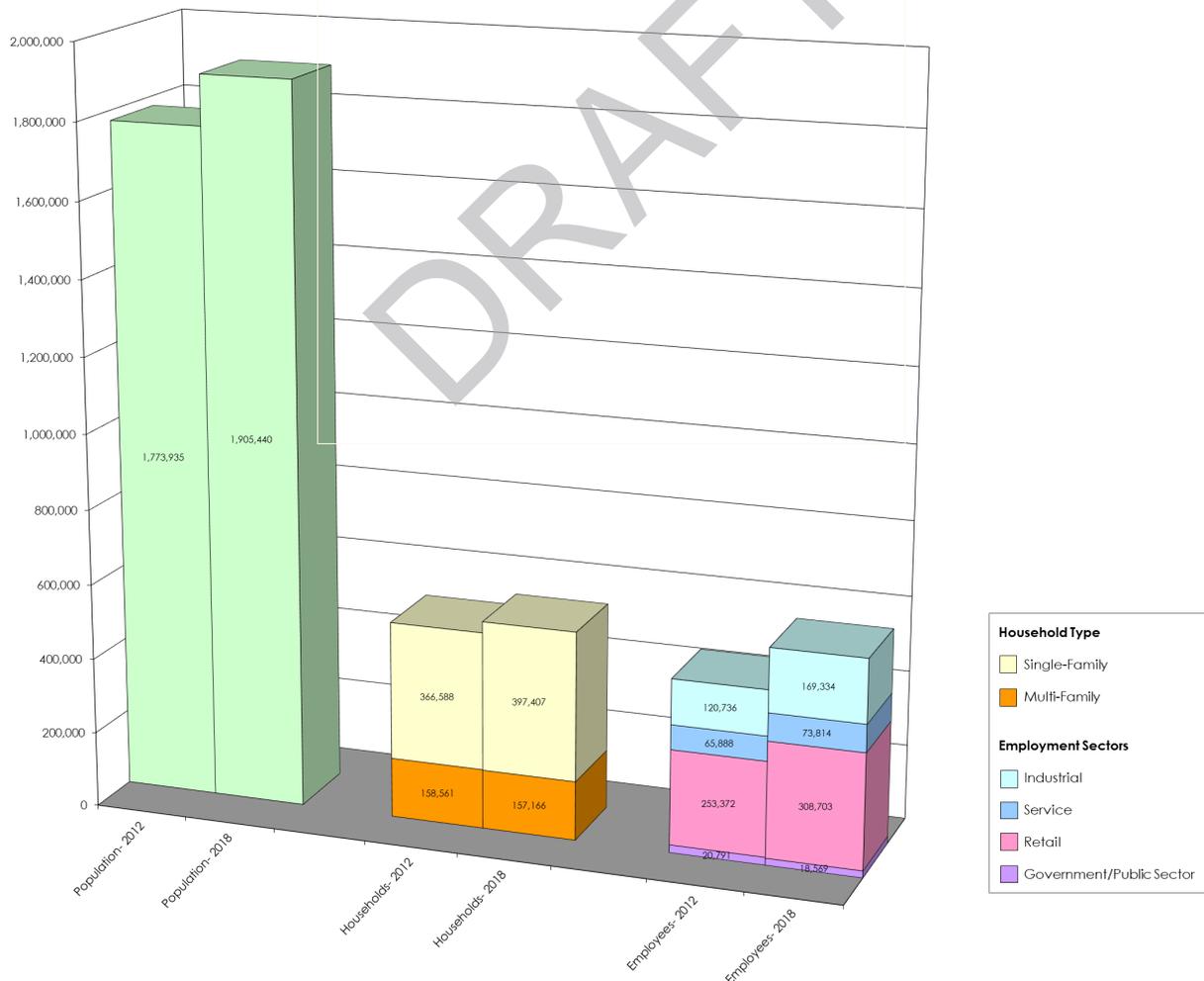


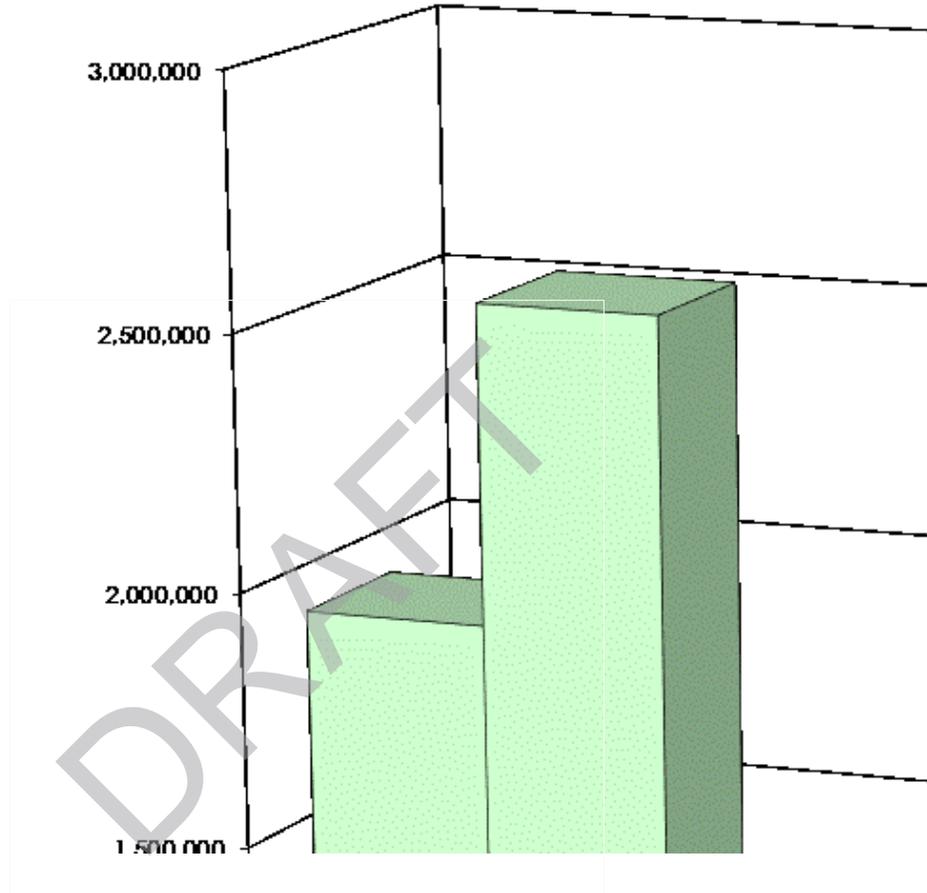
Table 2.3 and **Figure 2.3** summarize the socioeconomic data obtained from SCAG and used as the basis for completing this Nexus Study analysis. The SCAG employment data for 2018 and 2045 was provided for thirteen employment sectors consistent with the California Employment Development Department (EDD) Major Groups including: Farming, Natural Resources and Mining; Construction; Manufacturing; Wholesale Trade; Retail Trade; Transportation, Warehousing and Utilities; Information; Financial Activities; Professional and Business Service; Education and Health Service; Leisure and Hospitality; Other Service; and Government. For the purposes of the Nexus Study, the EDD Major Groups were aggregated to Industrial (Farming, Natural Resources and Mining; Construction; Manufacturing; Wholesale Trade; Transportation, Warehousing and Utilities), Retail (Retail Trade), Service (Information; Financial Activities; Professional and Business Service; Education and Health Service; Leisure and Hospitality; Other Service) and Government/Public Sector (Government). These four aggregated sector types were used as the basis for calculating the fee as described in **Section 6.2. Appendix B** provides a table detailing the EDD Major Groups and corresponding North American Industry Classification System (NAICS) Categories that are included in each non-residential sector type.

Table 2.3 - Population, Households and Employment in Western Riverside County (2018 to 2045)

SED Type	2018	2045	Change	Percent
Total Population	1,905,440	2,533,876	628,436	33%
Total Households	554,573	812,399	257,826	46%
Single-Family	397,407	564,898	167,491	42%
Multi-Family	157,166	247,501	90,335	57%
Total Employment	570,420	846,442	276,022	48%
TUMF Industrial	169,334	245,915	76,581	45%
TUMF Retail	73,814	86,929	13,115	18%
TUMF Service	308,703	482,958	174,255	56%
TUMF Government/Public Sector	18,569	30,640	12,071	65%

Source: SCAG 2020 RTP/SCS

Figure 2.3 - Population, Households and Employment in Western Riverside County (2016 to 2045)



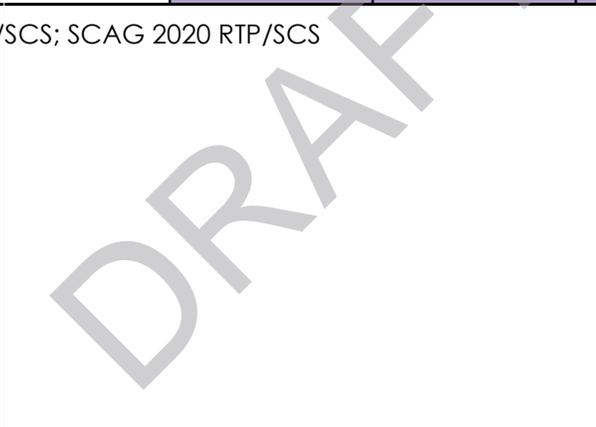
The combined effects of the changes in the base year and horizon year socioeconomic data are modest reductions in the total growth in population and single-family households, but a notable increase in multi-family households. The change in total employment is reduced by 31%, with the most significant reduction in employment growth in the retail sector (-63%), while the industrial sector saw only a slight reduction in total employment growth compared to the 2016 Nexus Update (5%). The Government/public sector employment growth has increased by 27% from the 2016 Nexus Study to the 2024 Nexus Study, although the total number of jobs increased is relatively small as a share of the total employment. **Table 2.4** and **Figure 2.4** provide a comparison of the changes in population, households and employment between the 2016 Nexus Update and the 2024 Nexus Update. The table and figure clearly illustrate the reduction in the rate of growth in Western Riverside County largely attributable to the effects of the economic recession. This reduced rate of growth in the region will serve as the basis for reevaluating the level of impact of new development on the

transportation system in the next section, as well as providing the basis for the determination of the fair share fee for each land use type.

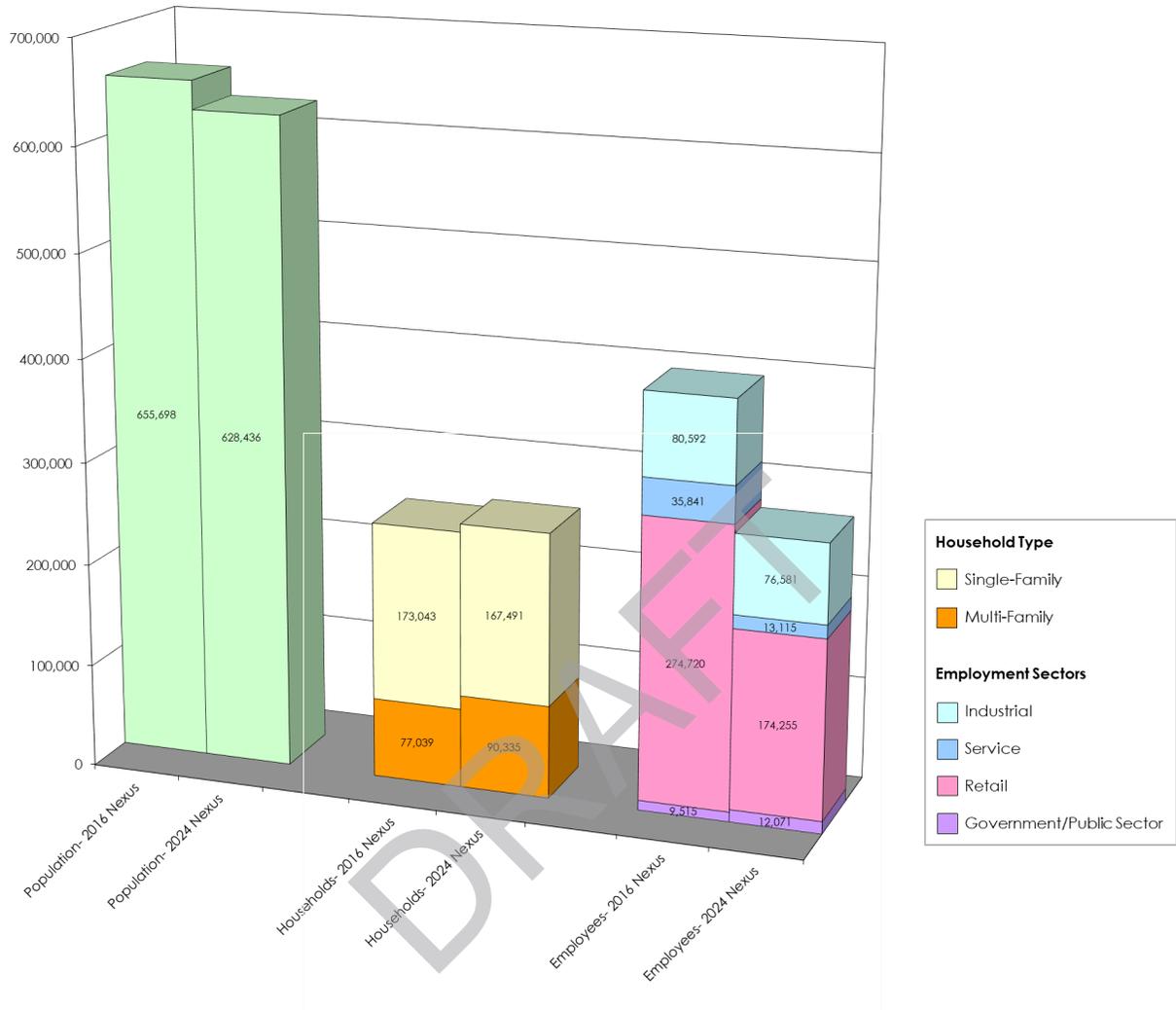
**Table 2.4 - Population, Households and Employment in Western Riverside County
(Existing to Future Change Comparison)**

SED Type	2016 Update (2012-2040)	2024 Update (2018-2045)	Difference	Percent
Total Population	655,698	628,436	-27,262	-4%
Total Households	250,082	257,826	7,744	3%
Single-Family	173,043	167,491	-5,552	-3%
Multi-Family	77,039	90,335	13,296	17%
Total Employment	400,668	276,022	-124,646	-31%
TUMF Industrial	80,592	76,581	-4,011	-5%
TUMF Retail	35,841	13,115	-22,726	-63%
TUMF Service	274,720	174,255	-100,465	-37%
TUMF Government/Public Sector	9,515	12,071	2,556	27%

Source: SCAG 2016 RTP/SCS; SCAG 2020 RTP/SCS



**Figure 2.4 - Population, Households and Employment in Western Riverside County
(Existing to Future Change Comparison)**



3.0 NEED FOR THE TUMF

All new developments have some effect on the transportation infrastructure in a community, city or county due to an increase in travel demand. Increasing usage of the transportation facilities leads to more traffic, progressively increasing VMT, traffic congestion and decreasing the level of service (LOS)³. To meet the increased travel demand and keep traffic flowing, improvements to transportation facilities become necessary to sustain pre-development traffic conditions.

The projected growth in Western Riverside County (33% growth in population and 48% growth in employment in 27 years) and the related growth in VMT can be expected to increase congestion and degrade mobility if substantial investments are not made in the transportation infrastructure. This challenge is especially critical for arterial highways and roadways that carry a significant number of the trips between cities, since traditional sources of transportation improvement funding (such as the gasoline tax and local general funds) will not be nearly sufficient to fund the improvements needed to serve new development. Development exactions generally provide only a fraction of the improvements with those being confined to the area immediately adjacent to the respective development, and the broad-based county-level funding sources (i.e., Riverside County's half-cent sales tax known as Measure A) designate only a small portion of their revenues for arterial roadway improvements.

This section documents the existing and future congestion levels that demonstrate the need for future improvements to the transportation system to specifically mitigate the cumulative regional transportation impacts of new development. It then describes the TUMF concept that has been developed to fund future new developments' fair share of needed improvements.

The forecast of future congestion levels is derived from Year 2045 No-Build travel demand forecasts for Western Riverside County developed using RivCoM. The Year 2045 No-Build scenario evaluates the effects of 2045 population, employment and resultant traffic generation on the 2021 existing arterial highway network.

3.1 Future Highway Congestion Levels

To support the evaluation of the cumulative regional impacts of new development on the existing arterial highway system in Western Riverside County, existing (2018) and future (2045) SED were modeled on the existing (2021) arterial highway network using RivCoM. To quantify traffic growth impacts, various traffic measures of effectiveness were calculated for the AM and PM peak periods for each of the two scenarios. The

³ The Highway Capacity Manual 6th Edition – A Guide for Multimodal Mobility Analysis (Transportation Research Board, National Academy of Sciences, Washington, D.C., 2016, Volume 1 – Concepts, pp 5-3) describes LOS as a “quantitative stratification of performance measure or measures representing quality of service....HCM defines six levels of service, ranging from A to F, for each service measure or combination of measures. LOS A represents the best operating conditions from the traveler's perspective and LOS F the worst.”

WRCOG TUMF study area was extracted from the greater regional model network for the purpose of calculating measures for Western Riverside County only. Peak period performance measures for the Western Riverside County TUMF study area included total VMT, total vehicle hours of travel (VHT), total combined vehicle hours of delay (VHD), and total VMT experiencing unacceptable level of service (LOS E). These results were tabulated in **Table 3.1**. Plots of the Network Extents are attached in **Appendix C**.

Total Arterial VMT, VHT, VHD and LOS E Threshold VMT were calculated to include all principal arterials, minor arterials and major connectors, respectively. Regional values for each threshold were calculated for a total of all facilities including arterials, freeways, freeway ramps and High-Occupancy Vehicle (HOV) lanes.

Table 3.1 - Regional Highway System Measures of Performance (2018 Existing to 2045 No-Build)

Measure of Performance*	Peak Periods (Total)			
	2018 Existing	2045 No-Build	% Change	% Annual
VMT - Total ALL FACILITIES	23,284,724	29,897,254	28%	0.9%
VMT - FREEWAYS	13,514,522	15,490,284	15%	0.5%
VMT - ALL ARTERIALS	9,770,202	14,406,970	47%	1.4%
TOTAL - TUMF ARTERIAL VMT	6,216,985	8,597,200	38%	1.2%
VHT - TOTAL ALL FACILITIES	541,350	915,439	69%	2.0%
VHT - FREEWAYS	263,792	399,128	51%	1.5%
VHT - ALL ARTERIALS	277,558	516,311	86%	2.3%
TOTAL TUMF ARTERIAL VHT	174,455	320,869	84%	2.3%
VHD - TOTAL ALL FACILITIES	108,900	338,056	210%	4.3%
VHD - FREEWAYS	66,156	170,649	158%	3.6%
VHD - ALL ARTERIALS	42,745	167,407	292%	5.2%
TOTAL TUMF ARTERIAL VHD	33,249	124,863	276%	5.0%
VMT LOS E - TOTAL ALL FACILITIES	5,605,070	13,369,483	139%	3.3%
VMT LOS E - FREEWAYS	4,725,471	9,316,891	97%	2.5%
VMT LOS E & F - ALL ARTERIALS	879,599	4,052,592	361%	5.8%
TOTAL TUMF ARTERIAL VMT w/ LOS E or worse	765,782	3,184,133	316%	5.4%
% of TUMF ARTERIAL VMT w/ LOS E or worse	12%	37%		

* Based on RivCoM 2018 base network and SCAG 2020 RTP/SCS SED with updated 2021 arterial network as existing in December 2021

NOTES:

Volume is adjusted by PCE factor

VMT = vehicle miles of travel (the total combined distance that all vehicles travel on the system)

VHT = vehicle hours of travel (the total combined time that all vehicles are traveling on the system)

VHD = vehicle hours of delay (the total combined time that all vehicles have been delayed on the system based on the difference between forecast travel time and free-flow (ideal) travel time)

LOS = level of service (based on forecast volume to capacity ratios).

LOS E or Worse was determined by V/C ratio that exceeds 0.9 thresholds as indicated in the Riverside County General Plan.

The following formulas were used to calculate the respective values:

$VMT = \text{Link Distance} * \text{Total Daily Volume}$

$VHT = \text{Average Loaded (Congested) Link Travel Time} * \text{Total Daily Volume}$

$VHD = VHT - (\text{Free-flow (Uncongested) Link Travel Time} * \text{Total Daily Volume})$

$VMT \text{ LOS E or F} = VMT \text{ (on links where Daily V/C exceeded 0.90)}$

Note: Volume to capacity (v/c) ratio thresholds for LOS E are based on the Transportation Research Board 2010 Edition of the Highway Capacity Manual (HCM 2010) LOS Maximum V/C Criteria for Multilane Highways with 45 mph Free Flow Speed (Exhibit 14-5, Chapter 14, Page 14-5).

The calculated values were compared to assess the total change between 2018 Existing and 2045 No-Build scenarios, and the average annual change between 2018 Existing and 2044 No-Build. As can be seen from the RivCoM outputs summarized in **Table 3.1**, the additional traffic generated by new development will cause peak period VMT on the arterial highway network to increase by approximately 47% by the year 2045 (approximately 1.4% per year). In the absence of additional improvements to the transportation network in Western Riverside County, the growth in VMT will cause congestion on the highway system to increase almost exponentially, with the most significant increase in congestion observed on the arterial highway system that includes the TUMF Network. Many facilities will experience a significant increase in vehicle delay and deterioration in LOS to unacceptable levels because of new development and the associated growth in traffic. According to the Highway Capacity Manual 6th Edition – A Guide for Multimodal Mobility Analysis (Transportation Research Board, National Academy of Sciences, Washington, D.C., 2016), “LOS E describes operation at or near capacity. Operations...at this level are highly volatile because there are virtually no usable gaps within the traffic stream, leaving little room to maneuver within the traffic stream. Any disruption to the traffic stream, such as vehicles entering...or a vehicle changing lanes, can establish a disruption wave that propagates throughout the upstream traffic stream....the physical and psychological comfort afforded drivers is poor.”

The Congestion Management Program for Riverside County (CMP) published by the Riverside County Transportation Commission (RCTC) in 2011 designates LOS E as the “traffic standards must be set no lower than LOS E for any segment or intersection along the CMP System of Highways and Roadways” in Riverside County. “The intent of the CMP is to more directly link land use, transportation, and air quality, thereby prompting reasonable growth management programs that will effectively utilize new transportation funds, alleviate traffic congestion and related impacts, and improve air quality.”⁴ The CMP provides a mechanism for monitoring congestion on the highway system and, where congestion is observed, establishes procedures for developing a deficiency plan to address improvement needs. The reactive nature of the CMP to identify and remediate existing congestion differs from the proactive nature of the TUMF program to anticipate and provide for future traffic needs. For this reason, the TUMF

⁴ Congestion Management Program for Riverside County – Executive Summary (Riverside County Transportation Commission, 2011) Page ES-3, ES-1

program follows the guidance of the Highway Capacity Manual in establishing LOS E as the threshold for unacceptable level of service, and subsequently as the basis for measuring system performance and accounting for existing needs. This approach ensures a more conservative accounting of existing system needs as part of the determination of the “fair share” of mitigating the cumulative regional impacts of future new development on the transportation system.

The continuing need for a mitigation fee on new development is shown by the adverse impact that new development will have on Western Riverside County’s transportation infrastructure, and particularly the arterial highway network. As a result of the new development and associated growth in population and employment in Western Riverside County, additional pressure will be placed on the transportation infrastructure with the total peak period VMT on the Western Riverside County Regional System of Highways and Arterials (RSHA; also referred to as the TUMF Network) estimated to increase by approximately 38% or 1.2% compounded annually.

As shown in **Table 3.1**, the peak period VMT on arterial facilities within the TUMF Network experiencing LOS E or worse will increase by approximately 316% or 5.4% compounded annually in Western Riverside County in the period between 2018 and 2045. By 2045, 37% of the total VMT on the TUMF arterial highway system is forecast to be traveling on facilities experiencing daily LOS E or worse. Without improvements to the TUMF arterial highway system, the total vehicle hours of delay (VHD) experienced by area motorists on TUMF arterial highways during the peak periods will increase by approximately 5.0% per year. The combined influences of increased travel demand and worsened LOS that manifest themselves in severe congestion and delay highlighting the continuing need to complete substantial capacity expansion on the TUMF arterial highway system to mitigate the cumulative regional impact of increased travel demand resulting from new development.

The RivCoM outputs summarized in **Table 3.1** clearly demonstrate that the travel demands generated by future new development in the region will lead to increasing levels of traffic congestion, especially on the arterial roadways. The need to improve these roadways to accommodate the anticipated growth in VMT and relieve future congestion is therefore directly linked to the future development which generates the additional travel demand.

3.2 Future Transit Utilization Levels

In addition to the roadway network, public transportation will play a role in serving future travel demand in the region. Transit represents a critical component of the transportation system by providing an alternative mode choice for those not wanting to use an automobile, and particularly for those who do not readily have access to an automobile. As population and employment in Western Riverside County grows because of new development, demand for regional transit services in the region is also expected to grow.

While some future transit trips will be accommodated by inter-regional transit services such as Metrolink, a substantial number of the trips within Western Riverside County will be served by bus transit services and for this reason the provision of regional bus transit service is considered integral to addressing the cumulative regional transportation impacts of new developments. Regional bus transit services within Western Riverside County are primarily provided by RTA.

In 2023, RTA reported average weekday daily ridership of 16,575 on their network of buses⁵. The SCAG 2020 RTP/SCS forecasts for RTA average weekday daily ridership in 2045 is 57,282. These values were used to represent the existing and future transit trips consistent with the analysis of highway trips described in **Section 3.1**. The existing and future transit ridership were compared to assess the impact of new development on transit demand. Average weekday daily ridership would be expected to grow by 40,707 between 2023 and 2045, or an average increase of 1,850 weekday daily riders each year. Average weekday daily system ridership is summarized in **Appendix D**.

The future growth in demand for public transit services is reflective of the cumulative regional impacts of new development, and the associated increase in demand for all types of transportation infrastructure and services to accommodate this growth. Furthermore, bus transit ridership is expected to grow as the improved services being planned and implemented by RTA attract new riders and encourages existing riders to use transit more often as an alternative to driving. Attracting additional riders to bus transit services contributes to the mitigation of the cumulative regional transportation impacts of new development by reducing the number of trips that need to be served on the highway system. The need to provide additional bus transit services within Western Riverside County to satisfy this future demand is therefore directly linked to the future development that generates the demand.

3.3 The TUMF Concept

A sizable percentage of trip-making for any given local community extends beyond the bounds of the individual community as residents pursue employment, education, shopping and entertainment opportunities elsewhere. As new development occurs within a particular local community, this dispersal of trips of all purposes by new residents and the new business that serve them generates additional travel demand and contributes to the need for transportation improvements within their community and in the other communities of Western Riverside County. The idea behind a uniform mitigation fee is to have new development throughout the region contribute uniformly to paying the fair share cost of improving the transportation facilities that serve these trips between communities. Thus, the fee is intended to be used primarily to improve

⁵ RTA, like most public transportation agencies, have seen significant short-term declines in transit ridership resulting from changes in travel demands, mode choice and trip distribution following the COVID-19 pandemic. RTA's 2016 actual average weekday daily ridership was 30,700. Post COVID-19, the RTA actual average weekday daily ridership in 2023 was 16,575, a decline of almost 50% of pre-pandemic ridership levels. These levels would be expected to continue to recover toward pre-pandemic levels as potential riders resume more regular work schedules, and apprehension toward the use of transit services for public health reasons wane.

transportation facilities that serve trips between communities within the region (in particular, arterial roadways and regional bus transit services).

Some roadways serve trips between adjacent communities, while some also serve trips between more distant communities within the region. The differing roadway functions led to the concept of using a portion of the fee revenues for a backbone system of arterial roadways that serve the longer-distance trips (i.e. using TUMF revenues from the entire region), while using a second portion of the fee revenues for a secondary system of arterials that serve inter-community trips within a specific subregion or zone (i.e. using TUMF revenues from the communities most directly served by these roads – to some extent, a return-to-source of that portion of the funds). Reflecting the importance of public transit to provide an alternative to highway travel as part of a balanced regional transportation strategy, a third portion of fee revenues was reserved for improvements to regional bus transit services (i.e. using TUMF revenues from the entire region).

Much, but not all, of the new trip-making in a given area is generated by residential development (i.e. when people move into new homes, they create new trips on the transportation system as they travel to work, school, shopping or entertainment). Some of the new trips are generated simply by activities associated with new businesses (i.e. new businesses will create new trips through the delivery of goods and services, etc.). Apart from commute trips by local residents coming to and from work, and the trips of local residents coming to and from new businesses to get goods and services, the travel demands of new businesses are not considered to be directly attributable to residential development. The consideration of different sources of new travel demand is therefore reflected in the concept of assessing both residential and non-residential development for their related transportation impacts.

In summary, the TUMF concept includes the following:

- A uniform fee that is levied on new development throughout Western Riverside County.
- The fee is assessed roughly proportionately on new residential and non-residential development based on the relative impact of each new use on the transportation system.
- A portion of the fee is used to fund capacity improvements on a backbone system of arterial roadways that serve longer-distance trips within the region; a portion of the fee is returned to the subregion or zone in which it was generated to fund capacity improvements on a secondary system of arterial roadways that link the communities in that area; and a portion of the fee is used to fund improvements to regional bus transit services that serve trips between the communities within the region.

4.0 THE TUMF NETWORK

4.1 Identification of the TUMF Roadway Network

An integral element of the initial Nexus Study was the designation of the Western Riverside County Regional System of Highways and Arterials. This network of regionally significant highways represents those arterial and collector highway and roadway facilities that primarily support inter-community trips in Western Riverside County and supplement the regional freeway system. As a result, this system also represents the extents of the network of highways and roadways that would be eligible for TUMF funded improvements. The TUMF Network does **not** include the freeways of Western Riverside County as these facilities primarily serve longer distance inter-regional trips and a significant number of pass-through trips that have no origin or destination in Western Riverside County⁶.

The TUMF Network is the system of roadways that serve inter-community trips within Western Riverside County and therefore are eligible for improvement funding with TUMF funds. The RSHA for Western Riverside County was identified based on several transportation network and performance guidelines as follows:

1. Arterial highway facilities proposed to have a minimum of four lanes at ultimate build-out (not including freeways).
2. Facilities that serve multiple jurisdictions and/or provide connectivity between communities both within and adjoining Western Riverside County.
3. Facilities with forecast traffic volumes in excess of 20,000 vehicles per day in the future horizon year.
4. Facilities with forecast volume to capacity ratio of 0.90 (LOS E) or greater in the future horizon year.
5. Facilities that accommodate regional fixed route transit services.
6. Facilities that provide direct access to major commercial, industrial, institutional, recreational or tourist activity centers, and multi-modal transportation facilities (such as airports, railway terminals and transit centers).

Appendix E includes exhibits illustrating the various performance measures assessed during the definition of the RSHA.

Transportation facilities in Western Riverside County that generally satisfied these guidelines were initially identified, and a skeletal regional transportation framework evolved from facilities where several guidelines were observed. Representatives of all WRCOG constituent jurisdictions reviewed this framework in the context of current local transportation plans to define the TUMF Network, which was subsequently endorsed by

⁶ Since pass-through trips have no origin or destination in Western Riverside County, new development within Western Riverside County cannot be considered responsible for mitigating the impacts of pass-through trips. The impact of pass-through trips and the associated cost to mitigate the impact of pass-through trips (and other inter-regional freeway trips) is addressed in the Riverside County Transportation Commission (RCTC) Western Riverside County Freeway Strategic Plan, Phase II – Detailed Evaluation and Impact Fee Nexus Determination, Final Report dated May 31, 2008.

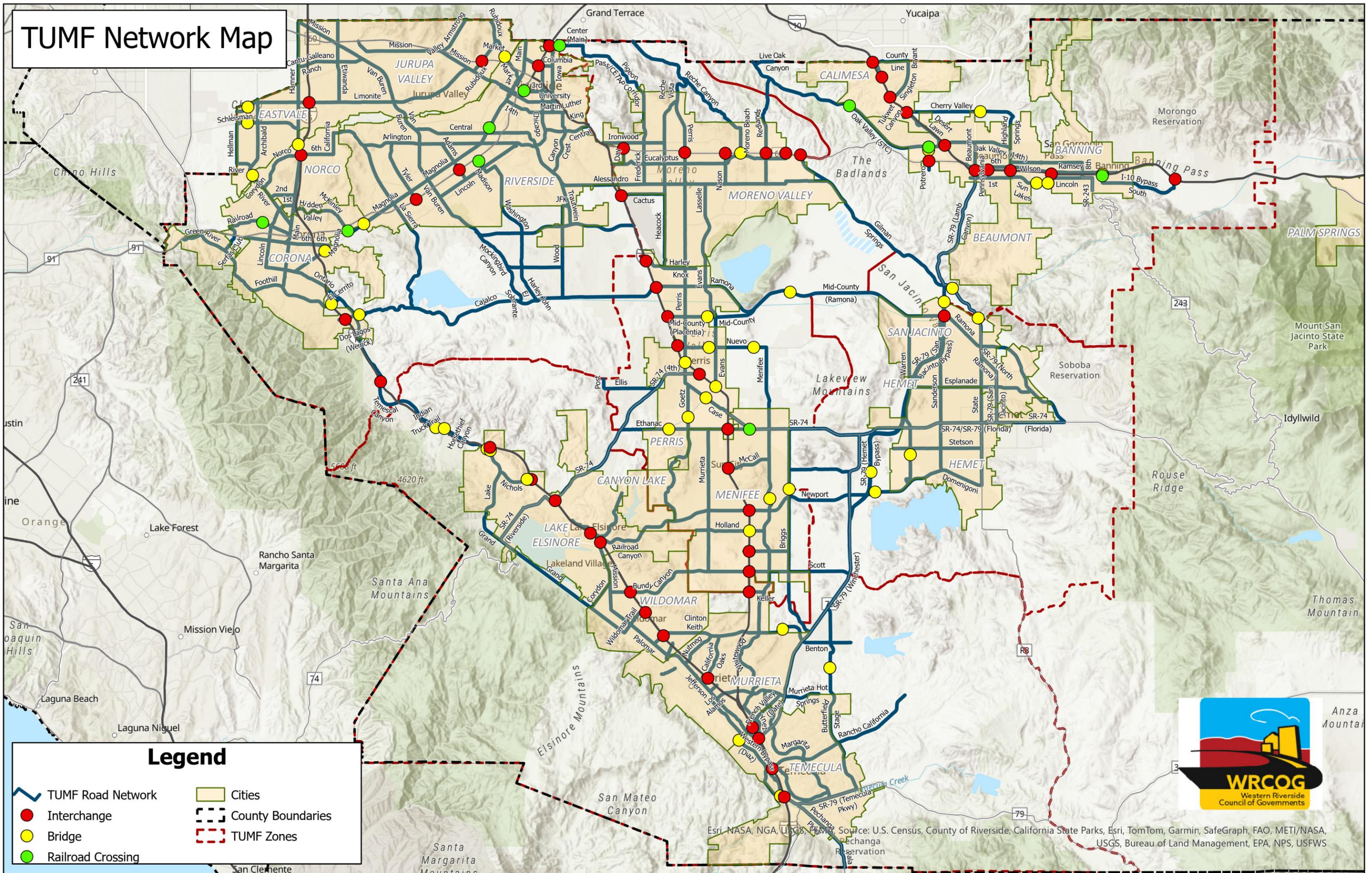
the WRCOG Public Works Committee, WRCOG Technical Advisory Committee, TUMF Policy Committee and the WRCOG Executive Committee.

The RSHA is illustrated in **Figure 4.1**. As stated previously, the RSHA represents those regional significant highway facilities that primarily serve inter-community trips in Western Riverside County and therefore also represents the extents of the network of highways and roadways that would be eligible for TUMF funded improvements.

The TUMF Network was reviewed as part of the 2024 Nexus Update to ensure facilities generally still met the previously described performance guidelines, and/or that the scope and magnitude of specific improvements to the TUMF Network were roughly proportional to the impacts needing to be mitigated. This review process resulted in the removal of various facilities from the TUMF Network, as well as various changes in the scope and magnitude of specific improvements to the TUMF Network. The resulting TUMF Network used as the basis for this Nexus Update is discussed in **Section 4.3** of this report.



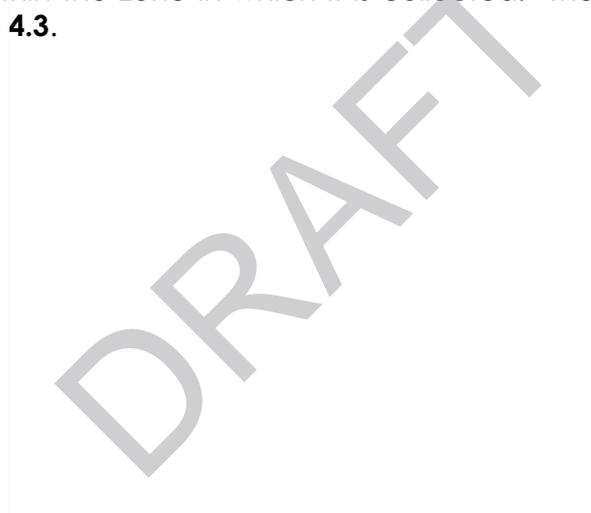
Figure 4.1 - Regional System of Highways and Arterials for Western Riverside County



4.2 Backbone Network and Secondary Network

As indicated previously, the TUMF roadway network was refined to distinguish between facilities of “Regional Significance” and facilities of “Zonal Significance.” Facilities of Regional Significance were identified as those that typically are proposed to have a minimum of six lanes at general plan build-out⁷, extend across and/or between multiple Area Planning Districts⁸, and are forecast to carry at least 25,000 vehicles per day in 2045. The Facilities of Regional Significance have been identified as the “backbone” highway network for Western Riverside County. A portion of the TUMF fee is specifically designated for improvement projects on the backbone system. The backbone network is illustrated in **Figure 4.2**.

Facilities of Zonal Significance (the “secondary” network) represent the balance of the RSHA for Western Riverside County. These facilities are typically within one zone and carry comparatively lesser traffic volumes than the backbone highway network, although they are considered significant for circulation within the respective zone. A portion of the TUMF is specifically designated for improvement projects on the secondary network within the zone in which it is collected. The WRCOG APD or zones are illustrated in **Figure 4.3**.



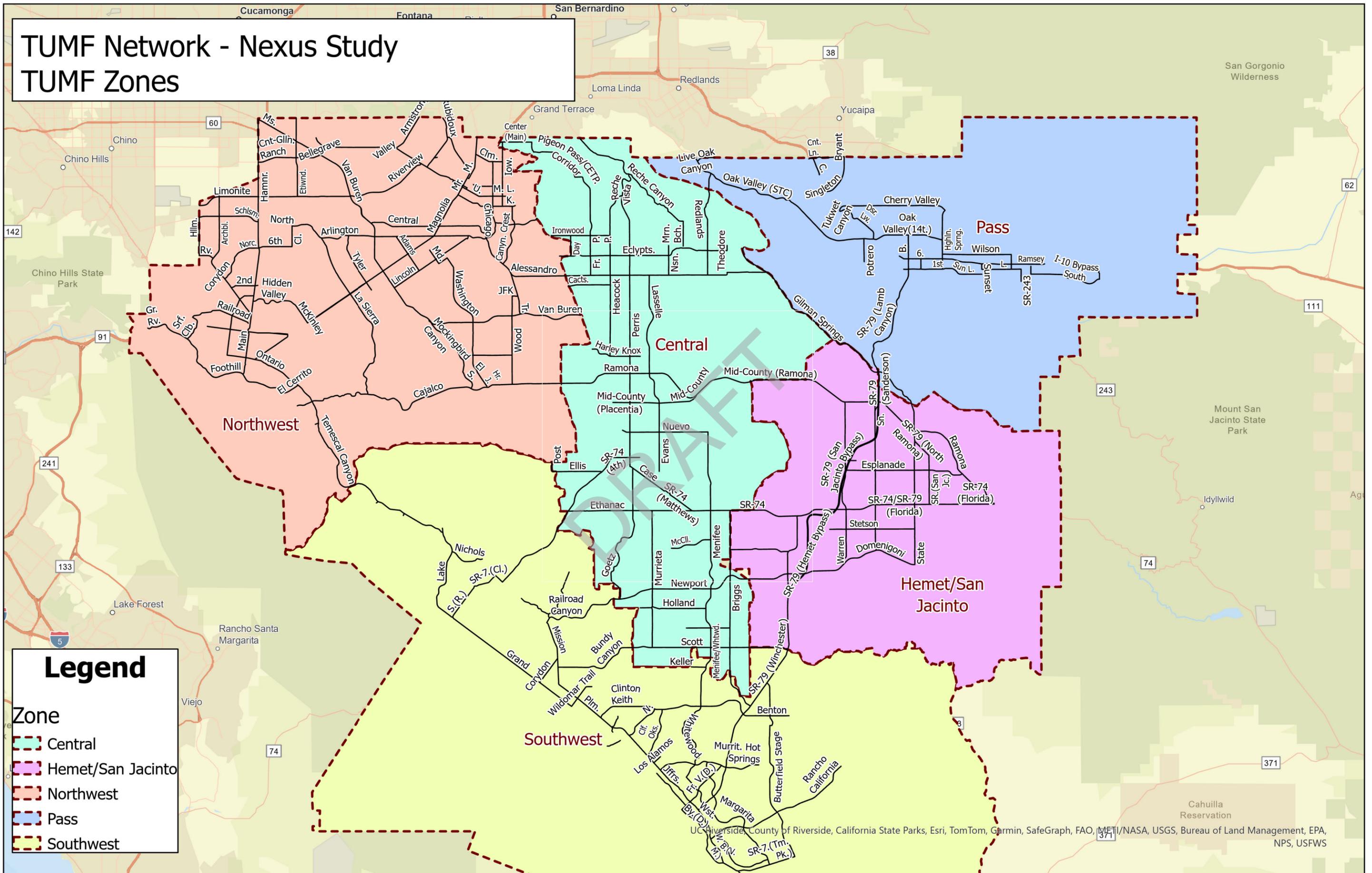
⁷ Although facilities were identified based on the minimum number of lanes anticipated at general plan buildout, in some cases it was determined that there was not sufficient demand for all additional lanes on some facilities until beyond the current timeframe of the TUMF Program (2045). As a result, only a portion of the additional lanes on these facilities have currently been identified for funding with TUMF revenues, reflecting the cumulative impact of new development through the current duration of the TUMF Program.

⁸ Area Planning Districts (APD) are the five aggregations of communities used for regional planning functions within the WRCOG area. Area Planning Districts are interchangeably referred to as TUMF Zones.

Figure 4.2 - The Backbone Network of Highways and Arterials for Western Riverside County



Figure 4.3 - WRCOG TUMF Zones



UC Riverside, County of Riverside, California State Parks, Esri, TomTom, Garmin, SafeGraph, FAO, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USFWS

4.3 Future Roadway Transportation Needs

For the purpose of calculating a “fair share” fee for new development, it is necessary to estimate the cost of improvements on the TUMF system that will be needed to mitigate the cumulative regional impacts of future transportation demands created by new development. Estimates of the cost to improve the network to mitigate the cumulative impacts of new development were originally developed based on unit costs prepared for the Coachella Valley Association of Governments (CVAG) Regional Arterial Cost Estimate (RACE)⁹, and the WRCOG Southwest District SATISFY 2020 Summary of Cost Estimates¹⁰ (TKC/WRCOG 2000). The RACE cost estimates were developed based on a summary of actual construction costs for projects constructed in Riverside County in 1998.

The initial unit cost estimates for the TUMF (based on inflated RACE cost estimates) were reviewed in the context of the SATISFY 2020 Draft Cost Estimates and were consolidated to provide typical improvement costs for each eligible improvement type. The refinement of unit costs was completed to simplify the process of estimating the cost to improve the entire TUMF network. Based on RACE and SATISFY 2020, consolidated cost estimates included typical per mile or lump sum costs for each of the improvement types eligible under the TUMF Program. The resultant revised unit cost estimates were used as the basis for estimating the cost to complete the necessary improvements to the TUMF network to mitigate the cumulative regional transportation impacts of new development.

Variations in the consolidated cost estimates for specific improvement types were provided to reflect differences in topography and land use across the region. Unit costs for roadway construction were originally varied to account for variations in construction cost (in particular, roadway excavation and embankment cost) associated with construction on level (code 1) rolling (code 2) and mountainous (code 3) terrain, respectively. Right-of-way acquisition costs which originally included consideration for land acquisition, documentation and legal fees, relocation and demolition costs, condemnation compensation requirements, utility relocation, and environmental mitigation costs were also varied to account for variations in right-of-way costs associated with urban (developed commercial/residential mixed uses – code 1), suburban (developed residential uses – code 2) and rural (undeveloped uses – code 3) land uses, respectively. Lump sum costs for interchange improvements were originally varied to account for variations in cost associated with new complex, new standard (or fully reconstructed), or major (or partially reconstructed) or minor (individual ramp improvements) interchange improvements.

As part of the 2024 TUMF Nexus Update, the original unit cost categories were revised to generate entirely new unit cost values based on the most recent available construction cost, labor cost and land acquisition cost values for comparable projects within

⁹ Parsons Brinckerhoff/Coachella Valley Association of Governments, 1999, Regional Arterial Cost Estimate (RACE)

¹⁰ TKC/Western Riverside Council of Governments, 2000, SATISFY 2020 Summary of Cost Estimates

Riverside County. The recalculation of the TUMF unit cost components was completed as part of the 2024 Nexus Update to reflect the effects of significant changes in materials, labor and land acquisition costs including the influences of supply chain disruptions during and following the COVID-19 pandemic, and the elevated rates of inflation prevailing in the past few years. **Appendix F** provides a detailed outline of the assumptions and methodology leading to the revised TUMF unit cost assumptions developed as part of the 2024 Nexus Update. A new category was also added to the cost assumptions to facilitate the use of intelligent transportation systems (ITS) to enhance traffic flows in arterial corridors that require mitigation but cannot accommodate construction of additional lane capacity.

Section 8.5.1 of the Riverside County Integrated Project (RCIP) Multiple Species Habitat Conservation Plan (MSHCP) adopted by the Riverside County Board of Supervisors on June 17, 2003 states that “each new transportation project will contribute to Plan implementation. Historically, these projects have budgeted 3% - 5% of their construction costs to mitigate environmental impacts.” This expectation is reiterated in the Western Riverside County Multiple Species Habitat Conservation Plan Nexus Fee Study Update (Economic & Planning Systems, Inc., October 2020) Section 6 which indicates that “about 44% of the revenue for the program” is expected to be derived from non-fee sources, including “the Measure A sales tax which is authorized through 2039 and other transportation funding sources such as the Transportation Uniform Mitigation Fees (TUMF).” Consistent with the MSHCP Nexus Report, an amount equal to 5% of the construction cost for new TUMF network lanes, bridges and railroad grade separations will be specifically included as part of TUMF Program with revenues to be provided to the Western Riverside County Regional Conservation Authority (RCA) for the acquisition of land identified in the MSHCP. The relevant sections of the MSHCP document and the most recent MSHCP Nexus Report are included in **Appendix F**.

Table 4.1 summarizes the unit cost estimate assumptions used to develop the TUMF network cost estimate as part of the current Nexus Update. **Table 4.1** also includes a comparison of the original TUMF unit cost assumptions and the 2016 Nexus Study unit cost assumptions that demonstrates the significant increases in unit costs observed during recent years. In most cases the unit cost assumptions have more than doubled from those used for the 2016 Nexus Study. Cost estimates are provided in current year values as indicated.

To estimate the cost of improving the regional network to provide for traffic growth from new development, the network characteristics and performance guidelines (outlined in **Section 4.1**) were initially used as a basis for determining the needed improvements. The initial list of improvements was then compared with local General Plan Circulation Elements to ensure that the TUMF network included planned arterial roadways of regional significance. A consolidated list of proposed improvements and the unit cost assumptions were then used to establish an initial estimate of the cost to improve the network to mitigate for future traffic growth associated with new development. This initial list of proposed improvements has since been revised and updated as part of each subsequent Nexus Update to reflect the completion of projects, changing levels of development and associated changes in travel demand and transportation system impacts to be mitigated as part of the TUMF program.

Table 4.1 - Unit Costs for Arterial Highway and Street Construction

Component Type	Original Cost Assumptions as published October 18, 2002	Cost Assumptions per 2016 Nexus Study July 10, 2017	Cost Assumptions per 2024 Nexus Update	Description
Terrain 1	\$550,000	\$692,000	\$1,132,000	Construction cost per lane mile - level terrain
Terrain 2	\$850,000	\$878,000	\$1,740,000	Construction cost per lane mile - rolling terrain
Terrain 3	\$1,150,000	\$1,064,000	\$2,350,000	Construction cost per lane mile - mountainous terrain
Landuse 1	\$900,000	\$2,509,000	\$7,830,000	ROW cost factor per lane mile - urban areas
Landuse 2	\$420,000	\$2,263,000	\$5,440,000	ROW cost factor per lane mile - suburban areas
Landuse 3	\$240,000	\$287,000	\$490,000	ROW cost factor per lane mile - rural areas
Interchange 1	n/a	\$50,032,000	\$84,190,000	Complex new interchange/interchange modification cost
Interchange 2	\$20,000,000	\$25,558,000	\$43,490,000	New interchange/interchange modification total cost
Interchange 3	\$10,000,000	\$12,343,000	\$22,550,000	Major interchange improvement total cost
Bridge 1	\$2,000	\$3,180	\$4,800	Bridge total cost per lane per linear foot
RRXing 1	\$4,500,000	\$6,376,000	\$18,200,000	New Rail Grade Crossing per lane
RRXing 2	\$2,250,000	\$2,733,000	\$6,900,000	Existing Rail Grade Crossing per lane
ITS 1			\$686,400	Infrastructure for ITS of roadway segments per route mile
Planning	10%	10%	10%	Planning, preliminary engineering and environmental assessment costs based on construction cost only
Engineering	25%	25%	25%	Project study report, design, permitting and construction oversight costs based on construction cost only
Contingency	10%	10%	10%	Contingency costs based on total segment cost
Administration		4%	4%	TUMF program administration based on total TUMF eligible network cost
MSHCP		5%	5%	TUMF component of MSHCP based on total TUMF eligible construction cost

As indicated in **Table 2.4** and **Figure 2.4**, the anticipated rate of forecasted growth in Western Riverside County has been reduced by 4% for population, 3% for single-family residential and 31% for employment. This reduced rate of forecasted socioeconomic growth has a commensurate impact on the forecasted daily traffic in the region as demonstrated by the 2016 Nexus Study VMT compared to the 2024 Nexus Update VMT in **Table 4.2**. As shown in the table, the forecast peak period VMT on the TUMF arterial network in the year 2045 as the basis for the 2024 Nexus Update is more than 5% less than the comparable peak period VMT for 2040 used for the 2016 Nexus Study.

Table 4.2 – Forecasted Daily Traffic in Western Riverside County

Measure of Performance	2024 Nexus Update		2016 Nexus Study	
	Peak Period		Peak Period	
	2018 Existing	2045 No-Build	2012 Existing	2040 No-Build
VMT - Total ALL FACILITIES	23,284,724	29,897,254	19,532,437	29,277,587
VMT - FREEWAYS	13,514,522	15,490,284	11,019,155	14,487,570
VMT - ALL ARTERIALS	9,770,202	14,406,970	8,513,282	14,790,016
TOTAL - TUMF ARTERIAL VMT	6,216,985	8,597,200	5,585,202	9,089,495

Source: RivCoM 2018 base network and SCAG 2020 RTP/SCS SED with updated 2021 arterial network as existing in December 2021; RivTAM 2012 network and SCAG 2016 RTP/SCS SED with updated 2015 arterial network completed by WSP, September 2016

As a result of the reduced forecast traffic growth in the region, it is anticipated that the cumulative regional impacts of new development on the arterial highway and transit systems in the region is also reduced necessitating a reduction in the projects identified on the TUMF Network to mitigate the impacts of new development. As part of the 2024 Nexus Update, the list of proposed improvements included in the initial Nexus Study and validated during the subsequent Nexus updates was reviewed for accuracy and, where necessary, amended to remove or modify projects that have changed in need to mitigate impacts based on changes in the patterns of growth and travel demand within the region. Projects completed since the adoption of the 2016 Nexus Update were also removed from the network to reflect the fact that mitigation at these locations is no longer required. The specific network changes were screened by the WRCOG Public Works Committee for consistency with TUMF network guidelines including travel demand and traffic performance.

Based on the findings of the network screening, elements of specific projects were revised to reflect necessary network corrections and modifications to project assumptions. A matrix summarizing the disposition of the requests received as part of the 2024 TUMF Nexus Update was developed and is included in **Appendix G**.

Eligible arterial highway and street improvement types to mitigate the cumulative regional transportation impacts of new development on Network facilities include:

1. Construction of additional Network roadway lanes
2. Construction of new Network roadway segments
3. Expansion of existing Network bridge structures
4. Construction of new Network bridge structures
5. Expansion of existing Network interchanges with freeways
6. Construction of new Network interchanges with freeways
7. Grade separation of existing Network at-grade railroad crossings
8. Installation of ITS along Network roadway segments

All eligible improvement types, with the exception of ITS, provide additional capacity to Network facilities to accommodate future traffic growth generated by new development in Western Riverside County. ITS provides the ability to improve traffic

flows along corridors where capacity expansion is not possible. Following the comprehensive update of the TUMF Program, the estimated total cost to improve the RSHA for Western Riverside County is \$4.8 billion with this cost including all arterial highway and street planning, engineering, design, right-of-way acquisition and capital construction costs, but not including transit, MSHCP or program administration costs that will be subsequently described. It should be noted that the full cost to improve the TUMF Network cannot be entirely attributed to new development and must be adjusted to account for the previous obligation of other funds to complete necessary improvements and unfunded existing needs. **Sections 4.5** and **4.6** describe the adjustments to the total TUMF Network improvement need to account for existing needs and obligated funds.

In addition to the arterial highway and street improvement costs indicated above, the TUMF Nexus Update included specific consideration for the TUMF Program obligation to the MSHCP program to mitigate the impact of TUMF network improvements on species and habitat within Western Riverside County. The TUMF obligation to MSHCP was calculated at a rate of 5% of the total construction (capital) cost of new lane segments, bridges and railroad grade separations on the TUMF Network. The total obligation to the MSHCP as indicated in the TUMF Network cost fee table is approximately \$64.3 million, although the total obligation specific to the TUMF program is reduced to account for MSHCP obligations associated with improvements addressing existing needs and therefore excluded from TUMF.

The TUMF 2024 Nexus Update similarly includes specific consideration of the costs associated with WRCOG administration of the TUMF Program. The average cost for WRCOG to administer the TUMF Program was calculated at a rate of 4% of the total eligible cost of new lane segments (including interchanges, bridges and railroad grade separations) on the TUMF Network and new transit services. Administration costs incurred by WRCOG include direct salary, fringe benefit and overhead costs for WRCOG staff assigned to administer the program and support participating jurisdictions, and costs for consultant, legal and auditing services to support the implementation of the TUMF program. The total cost for WRCOG administration of the TUMF Program as indicated in the TUMF Network cost fee table is approximately \$163.1 million.

The detailed TUMF network cost calculations are provided in **Section 4.7**, including each of the individual segments and cost components considered as part of the TUMF Program, and the maximum eligible TUMF share for each segment following adjustments for obligated funding and unfunded existing needs as described in subsequent sections.

4.4 Public Transportation Component of the TUMF System

In addition to the roadway network, public transportation plays a key role in serving future travel demand in the region. Public transportation serving inter-community trips is generally provided in the form of public bus transit services and in particular express bus or other high frequency services between strategically located community transit

centers. In Western Riverside County, these bus transit services are typically provided by RTA. Transit needs to serve future regional travel in Western Riverside County via bus transit include vehicle acquisitions, transit centers, express bus stop upgrades, maintenance facilities and other associated capital improvements to develop express bus or other high frequency inter-community transit bus services within the region. Metrolink commuter rail service improvements were not included in the TUMF Program as they typically serve longer inter-regional commute trips equivalent to freeway trips on the inter-regional highway system.

The network of regionally significant bus transit services represents those express bus and other high frequency transit bus services that primarily support inter-community trips in Western Riverside County and supplement the regional highway system and inter-regional commuter rail services. As a result, this portion of the bus transit system also represents the extents of the network of bus services that would be eligible for TUMF funded improvements.

The TUMF Bus Transit Network is the system of bus services that serve inter-community trips within Western Riverside County and therefore are eligible for improvement funding with TUMF funds. The Bus Transit Network for Western Riverside County was identified based on several transit network and performance guidelines as follows:

1. Bus transit routes (or corridors comprised of multiple overlapping routes) proposed to have a frequency of greater than three buses per direction during peak hours at ultimate build out.
2. Routes or corridors that serve multiple jurisdictions and/or provide connectivity between communities, both within and adjoining western Riverside County.
3. Routes or corridors with forecast weekday bus ridership in excess of 1,000 person trips per day by 2040.
4. Routes or corridors that are proposed to provide timed interconnections with at least four other routes or corridors at ultimate build out.
5. Routes or corridors that utilize the majority of travel along the TUMF RSHA.
6. Routes or corridors that provide direct access to areas of forecast population and employment growth, major commercial, industrial, institutional, recreational or tourist activity centers, and multi-modal transportation facilities (such as airports, railway terminals and transit centers).

Express bus routes and other high-frequency bus transit routes and corridors in Western Riverside County that generally satisfied the respective guidelines were identified by RTA. Updated cost estimates for improving the infrastructure serving public transportation, including construction of transit centers and transfer facilities, express bus stop upgrades, and capital improvements needed to develop express bus and other high frequency bus transit service within the region were also provided by RTA. The updated transit unit cost data provided by RTA are shown in **Table 4.3**.

Table 4.3 - Unit Costs for Transit Capital Expenditures

Component Type*	Original Cost Assumptions as published October 18, 2002	Cost Assumptions per 2016 Nexus Study July 10, 2017	Cost Assumptions per 2024 Nexus Update	Description
Transit Center 1		\$6,000,000	\$7,465,000	Relocation/expansion of existing Regional Transit Center with up to 14 bus bays and park and ride
Transit Center 2	\$6,000,000	\$9,000,000	\$11,195,000	New Regional Transit Center with up to 14 bus bays and park and ride
Transfer Facility		\$1,000,000	\$1,245,000	Multiple route transfer hub
O & M Facility		\$50,000,000	\$62,186,000	Regional Operations and Maintenance Facility
Green Technology			\$100,000	ZEB technology enhancements
Bus Stop	\$10,000	\$40,000	\$50,000	Bus Stop Amenities Upgrade on TUMF Network
BRT Service Capital	\$540,000	\$60,000	\$75,000	BRT/Limited Stop Service Capital (per stop**)
Vehicle Fleet 1***			\$160,000	Small Sized Bus/Van Contract Operated
Vehicle Fleet 2		\$155,000	\$300,000	Medium Sized Bus Contract Operated
Vehicle Fleet 3	\$325,125	\$585,000	\$1,271,000	Large Sized Bus Directly Operated
COA Study		\$950,000	\$1,150,000	Comprehensive Operational Analysis Study component of Nexus Study Update

* Transit Cost Component Types were restructured as part of the 2016 Nexus Update in accordance with the RTA Comprehensive Operational Analysis (January 2015)

** BRT Service Capital Cost Assumption was based on a per mile unit prior to the 2016 Nexus Update. 2016 Nexus Update uses a per stop unit cost for BRT Service Capital

*** Vehicle Fleet component was restructured as part of the 2024 Nexus Update with the inclusion of Small Sized Bus/Van Contract Operated as Vehicle Fleet 1 and subsequent renumbering of Vehicle Fleet 2 and 3, respectively

The estimated total cost for future RTA bus transit services to accommodate forecast transit demand is approximately \$217.9 million with this cost including all planning, engineering, design and capital improvement costs. Detailed transit component cost estimates are included in **Section 4.7**. The full cost to improve RTA bus transit services cannot be entirely attributed to new development and must be adjusted to account for existing needs. **Section 4.6** describes the adjustments to the total transit cost to account for existing needs.

4.5 Existing Obligated Funding

For some of the facilities identified in the TUMF network, existing obligated funding has previously been secured through traditional funding sources to complete necessary improvements. Since funding has been obligated to provide for the completion of needed improvements to the TUMF system, the funded cost of these improvements will not be recaptured from future developments through the TUMF Program. As a result, the TUMF network cost was adjusted accordingly to reflect the availability of obligated funds.

To determine the availability of obligated funds, WRCOG staff, in conjunction with RCTC staff, completed a review of the current Federal Transportation improvement Program (FTIP) to identify TUMF eligible projects that were also programmed to receive funding from alternate sources. A table summarizing the obligated funds for segments of the TUMF network is included in **Appendix H**. A total of \$277.3 million in obligated funding was identified for improvements to the TUMF system. The estimated total TUMF network project cost was subsequently reduced by this amount.

4.6 Unfunded Existing Improvement Needs

A review of the existing traffic conditions on the TUMF network (as presented in **Table 3.1**) indicates that some segments of the roadways on the TUMF system currently experience congestion and operate at unacceptable levels of service. In addition, demand for inter-community transit service already exists and future utilization of proposed inter-community transit services will partially satisfy this existing demand. The need to improve these portions of the system is generated, at least in part, by existing demand, rather than solely the cumulative regional impacts of future new development, so future new development cannot be assessed for the equivalent cost share of improvements providing for this existing need.

To account for existing need in the TUMF Network, the cost for facilities identified as currently experiencing LOS E or F was adjusted. This was done by identifying the portion of any segment of the TUMF Network with a volume to capacity (v/c) ratio of greater than 0.9 (the threshold for LOS E) in the RivCoM 2018 Existing scenario and extracting the share of the overall facility cost to improve that portion. This cost adjustment provides for the mitigation of incremental traffic growth on those TUMF segments with an existing high level of congestion. The following approach was applied to account for incremental traffic growth associated with new development as part of the existing need methodology:

1. Facilities with an existing need were identified by reviewing the RivCoM 2018 Existing scenario assigned traffic on the 2021 existing network and delineating

those facilities included on the TUMF Cost Fee Summary Table that have an average directional v/c exceeding 0.90¹¹.

- a. Weighted directional v/c values were used to determine existing need for network segments, which was calculated by:
 - i. Determining the length for the portion of each segment (model link), and calculating the ratio of link length to the overall segment length
 - ii. Generating the average directional v/c for each link, for both directions in AM and PM periods, and multiplying by link/segment length ratio
 - iii. Determining the maximum peak-period peak-direction v/c for each link, representing the highest directional v/c in either AM or PM
 - iv. Calculating weighted average v/c for each TUMF segment, based on the sum of all weighted max v/c values of each link within a segment
 - b. A similar method was used to determine existing need for spot improvements including interchanges, railroad crossings and bridges. However, no weighting was used in the calculation of existing need for spot improvements. For these facilities, the peak-period peak-direction v/c values (highest directional v/c in either AM or PM) were utilized in the existing need calculation. This was based on the individual link within a network segment where a bridge or railroad crossing is located, or on- and off-ramps in the case of interchanges.
2. Initial costs of addressing the existing need were calculated by estimating the share of a particular roadway segments "new lane" cost, or individual spot improvement cost (including all associated ROW and soft costs).
 3. Incremental growth in v/c was determined by comparing the average directional existing year v/c for the TUMF facilities (delineated under step one) with the horizon year v/c for the corresponding segments and spot improvements calculated based on the RivCoM 2045 No-Build scenario assigned traffic on the 2021 existing network using the same methodology as the existing year v/c.

¹¹ The RivCoM 2021 Existing Network used for the TUMF Nexus Study analyses reflects the RivCoM 2018 base year network augmented to include highways facilities on the TUMF Network as they existed in December 2021. A second version of the base network was also developed adding only those facilities that had been identified on the 2016 TUMF Nexus study 2040 Build scenario that did not currently exist in December 2021 and therefore were not represented by a link(s) in the RivCoM base network. The Supplemental 2021 Existing Network was utilized as the basis for determining existing and future v/c for only those projects that did not currently exist on the 2021 TUMF Network.

4. The proportion of the incremental growth attributable to new development was determined by dividing the result of step three with the total 2045 No-Build scenario v/c in excess of LOS E.
5. For those segments experiencing a net increase in v/c over the base year, TUMF will 'discount' the cost of existing need improvements by the proportion of the incremental v/c growth through 2045 No-Build compared to the 2018 Baseline v/c (up to a maximum of 100%).

The unfunded cost of existing highway improvement needs (including the related MSHCP obligation) totals \$586.6 million. **Appendix H** includes a detailed breakdown of the existing highway improvement needs on the TUMF network, including the associated unfunded improvement cost estimate for each segment and spot improvement experiencing unacceptable LOS.

For transit service improvements, the cost to provide for existing demand was determined by multiplying the total transit component cost by the share of future transit trips representing existing demand. The cost of existing transit service improvement needs is \$63.0 million representing 28.9% of the TUMF transit component. **Appendix H** includes tables reflecting the calculation of the existing transit need share and the existing transit need cost.

4.7 Maximum TUMF Eligible Cost

A total of \$277.3 million in obligated funding was identified for improvements to the TUMF system. Since these improvements are already funded with other available revenue sources, the funded portion of these projects cannot also be funded with TUMF revenues. Furthermore, the total cost of the unfunded existing improvement need is \$586.6 million. These improvements are needed to mitigate existing transportation deficiencies and therefore their costs cannot be assigned to new development through TUMF.

Based on the estimated costs described in **Sections 4.3** and **4.4**, the total value to complete the identified TUMF network and transit improvements, and administer the program is \$5.2 billion. Having accounted for obligated funds and unfunded existing needs as described in **Sections 4.5** and **4.6**, respectively, the estimated maximum eligible value of the TUMF Program is \$4.3 billion. The maximum eligible value of the TUMF Program includes approximately \$3.9 billion in eligible arterial highway and street related improvements and \$154.8 million in eligible transit related improvements. An additional \$57.2 million is also eligible as part of the TUMF Program to mitigate the impact of eligible TUMF related arterial highway and street projects on critical native species and wildlife habitat, while \$163.1 million is provided to cover the costs incurred by WRCOG to administer the TUMF Program.

Figure 4.4 illustrates the various improvements to the RSHA included as part of the TUMF network cost calculation. **Table 4.4** summarizes the TUMF network cost calculations for each of the individual segments. This table also identifies the maximum eligible TUMF share for each segment having accounted for obligated funding and unfunded

existing need. A detailed breakdown of the individual cost components and values for the various TUMF Network segments is included in **Appendix H. Table 4.5** outlines the detailed transit component cost estimates. It should be noted that the detailed cost tables (and fee levels) are subject to regular review and updating by WRCOG and therefore WRCOG should be contacted directly to obtain the most recently adopted version of these tables (and to confirm the corresponding fee level).



Figure 4.4 - Regional System of Highways and Arterials–TUMF Network Improvements



Figure 4.4

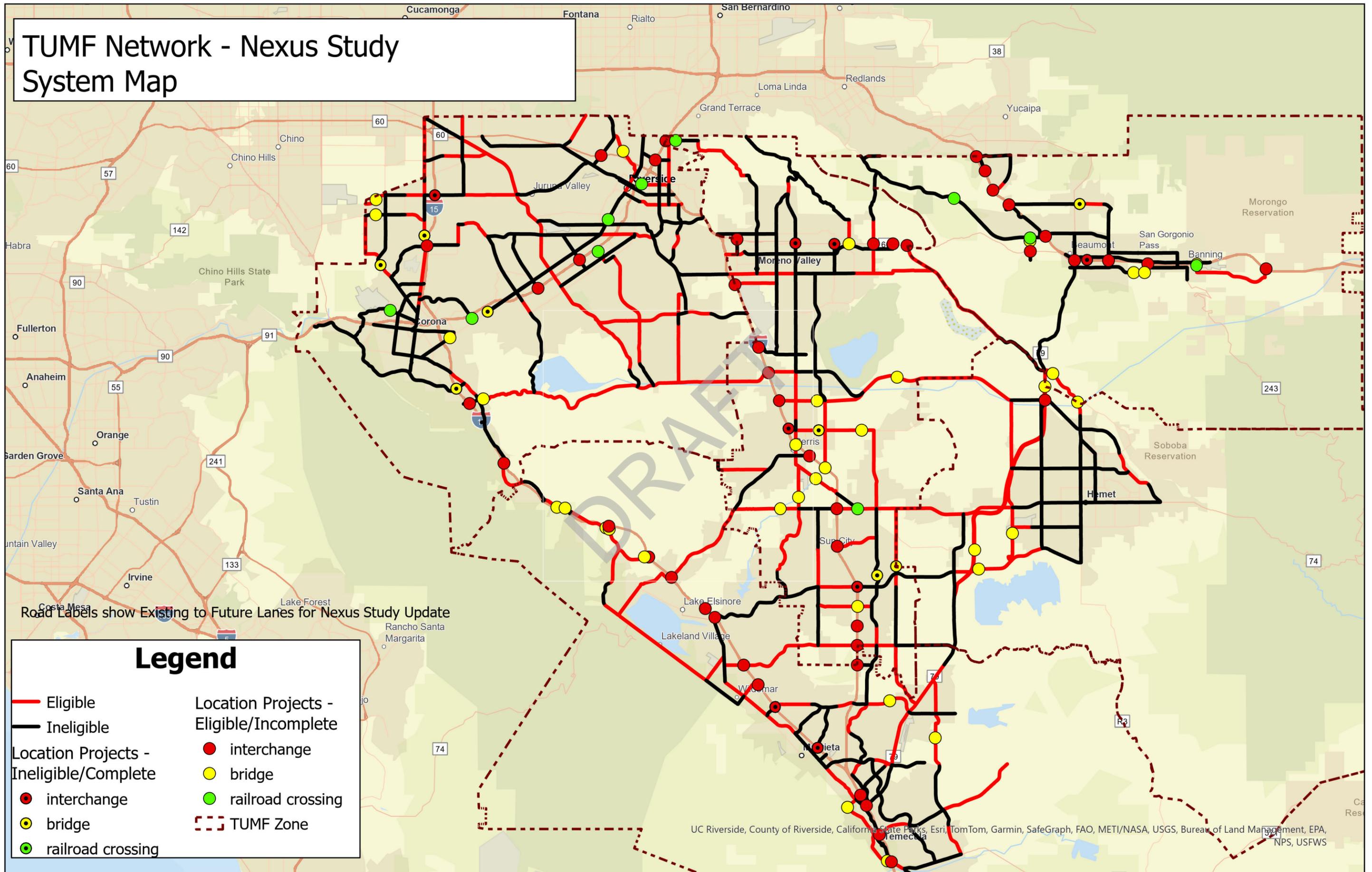


Table 4.4 - TUMF Network Cost Estimates

AREA	PLAN	DIST	CITY	STREETNAME	SEGMENTFROM	SEGMENTTO	TOTAL COST	MAXIMUM TUMF SHARE
Central			Menifee	Ethanac	Goetz	Murrieta	\$0	\$0
Central			Menifee	Ethanac	Murrieta	I-215	\$0	\$0
Central			Menifee	Ethanac	I-215	interchange	\$32,698,000	\$32,698,000
Central			Menifee	Ethanac	Sherman	Matthews	\$2,674,000	\$2,674,000
Central			Menifee	Ethanac	BNSF San Jacinto Branch	railroad crossing	\$105,560,000	\$105,560,000
Central			Menifee	Menifee	SR-74 (Pinacate)	Simpson	\$1,307,000	\$1,307,000
Central			Menifee	Menifee	Salt Creek	bridge	\$4,384,000	\$4,384,000
Central			Menifee	Menifee	Simpson	Aldergate	\$0	\$0
Central			Menifee	Menifee	Aldergate	Newport	\$0	\$0
Central			Menifee	Menifee	Newport	Holland	\$0	\$0
Central			Menifee	Menifee	Holland	Garbani	\$0	\$0
Central			Menifee	Menifee	Garbani	Scott	\$4,353,000	\$4,353,000
Central			Menifee	Menifee/Whitewood	Scott	Murrieta City Limit	\$0	\$0
Central			Menifee	Newport	Goetz	Murrieta	\$0	\$0
Central			Menifee	Newport	Murrieta	I-215	\$1,130,000	\$1,130,000
Central			Menifee	Newport	I-215	Menifee	\$0	\$0
Central			Menifee	Newport	Menifee	Lindenberger	\$0	\$0
Central			Menifee	Newport	Lindenberger	SR-79 (Winchester)	\$0	\$0
Central			Menifee	Scott	I-215	Briggs	\$8,635,000	\$8,635,000
Central			Menifee	Scott	I-215	interchange	\$0	\$0
Central			Menifee	Scott	Sunset	Murrieta	\$4,388,000	\$4,388,000
Central			Menifee	Scott	Murrieta	I-215	\$16,949,000	\$12,949,000
Central			Menifee	SR-74	Matthews	Briggs	\$8,254,000	\$8,254,000
Central			Moreno Valley	Alessandro	I-215	Perris	\$13,420,000	\$13,420,000
Central			Moreno Valley	Alessandro	Perris	Nason	\$0	\$0
Central			Moreno Valley	Alessandro	Nason	Moreno Beach	\$0	\$0
Central			Moreno Valley	Alessandro	Moreno Beach	Gilman Springs	\$18,019,000	\$18,019,000
Central			Moreno Valley	Gilman Springs	Alessandro	SR-60	\$7,291,000	\$7,291,000
Central			Moreno Valley	Gilman Springs	SR-60	interchange	\$0	\$0
Central			Moreno Valley	Perris	Reche Vista	Ironwood	\$0	\$0
Central			Moreno Valley	Perris	Ironwood	Sunnymead	\$0	\$0
Central			Moreno Valley	Perris	SR-60	interchange	\$32,698,000	\$11,192,000
Central			Moreno Valley	Perris	Sunnymead	Cactus	\$0	\$0
Central			Moreno Valley	Perris	Cactus	Harley Knox	\$0	\$0
Central			Moreno Valley	Reche Vista	Country	Heacock	\$7,486,000	\$3,799,000
Central			Perris	11th/Case	Perris	Goetz	\$4,582,000	\$4,582,000
Central			Perris	Case	Goetz	I-215	\$20,876,000	\$20,876,000
Central			Perris	Case	San Jacinto River	bridge	\$1,740,000	\$1,235,000
Central			Perris	Ethanac	Keystone	Goetz	\$6,056,000	\$6,056,000
Central			Perris	Ethanac	San Jacinto River	bridge	\$5,568,000	\$5,568,000
Central			Perris	Ethanac	I-215	Sherman	\$5,316,000	\$5,316,000
Central			Perris	Goetz	Case	Ethanac	\$284,000	\$188,000
Central			Perris	Goetz	San Jacinto River	bridge	\$5,568,000	\$3,398,000
Central			Perris	Mid-County (Placentia)	I-215	Perris	\$15,655,000	\$15,655,000
Central			Perris	Mid-County (Placentia)	I-215	interchange	\$63,061,000	\$63,061,000
Central			Perris	Mid-County (Placentia)	Perris	Evans	\$22,985,000	\$22,985,000
Central			Perris	Mid-County (Placentia)	Perris Valley Storm Channel	bridge	\$8,352,000	\$8,352,000
Central			Perris	Harley Knox	Harley Knox	Ramona	\$0	\$0
Central			Perris	Perris	Ramona	Citrus	\$7,063,000	\$7,063,000
Central			Perris	Perris	Citrus	Nuevo	\$0	\$0
Central			Perris	Perris	Nuevo	11th	\$6,927,000	\$6,927,000
Central			Perris	Perris	I-215 overcrossing	bridge	\$0	\$0
Central			Perris	Ramona	I-215	Perris	\$5,039,000	\$5,039,000
Central			Perris	Ramona	I-215	interchange	\$32,698,000	\$7,725,000
Central			Perris	Ramona	Perris	Evans	\$0	\$0
Central			Perris	Ramona	Evans	Mid-County (2,800 ft E of Rider)	\$0	\$0
Central			Perris	SR-74 (4th)	Ellis	I-215	\$0	\$0
Central			Unincorporated	Ethanac	SR-74	Keystone	\$4,666,000	\$4,666,000
Central			Unincorporated	Gilman Springs	Alessandro	Bridge Road	\$30,601,000	\$30,601,000
Central			Unincorporated	Menifee	Nuevo	SR-74 (Pinacate)	\$16,684,000	\$16,684,000
Central			Unincorporated	Mid-County	Evans	Ramona (2,800 ft E of Rider)	\$12,156,000	\$12,156,000
Central			Unincorporated	Mid-County (Ramona)	Ramona (2,800 ft E of Rider)	Pico Avenue	\$0	\$0
Central			Unincorporated	Mid-County (Ramona)	Pico Avenue	Bridge Road	\$47,769,000	\$47,769,000
Central			Unincorporated	Mid-County (Ramona)	San Jacinto River	bridge	\$36,192,000	\$36,192,000
Central			Unincorporated	Reche Canyon	San Bernardino County	Reche Vista	\$0	\$0
Central			Unincorporated	Reche Vista	Reche Canyon	Country	\$0	\$0
Central			Unincorporated	Scott	Briggs	SR-79 (Winchester)	\$0	\$0
Central			Unincorporated	SR-74	Ethanac	Ellis	\$0	\$0
Northwest			Corona	Cajalco	I-15	Temescal Canyon	\$0	\$0
Northwest			Corona	Cajalco	I-15	interchange	\$0	\$0
Northwest			Corona	Foothill	Paseo Grande	Lincoln	\$0	\$0
Northwest			Corona	Foothill	Wardlow Wash	bridge	\$0	\$0
Northwest			Corona	Foothill	Lincoln	California	\$0	\$0
Northwest			Corona	Foothill	California	I-15	\$0	\$0
Northwest			Corona	Green River	SR-91	Dominguez Ranch	\$0	\$0
Northwest			Corona	Green River	Dominguez Ranch	Palisades	\$0	\$0
Northwest			Corona	Green River	Palisades	Paseo Grande	\$0	\$0
Northwest			Eastvale	Schleisman	San Bernardino County	600' e/o Cucamonga Creek	\$648,000	\$648,000
Northwest			Eastvale	Schleisman	Cucamonga Creek	bridge	\$0	\$0
Northwest			Eastvale	Schleisman	600' e/o Cucamonga Creek	Harrison	\$866,000	\$866,000
Northwest			Eastvale	Schleisman	Harrison	Sumner	\$488,000	\$488,000
Northwest			Eastvale	Schleisman	Sumner	Scholar	\$7,625,000	\$7,625,000
Northwest			Eastvale	Schleisman	Scholar	A Street	\$2,364,000	\$2,364,000
Northwest			Eastvale	Schleisman	A Street	Hammer	\$4,167,000	\$4,167,000

Table 4.4 - TUMF Network Cost Estimates (continued)

AREA	PLAN	DIST	CITY	STREETNAME	SEGMENTFROM	SEGMENTTO	TOTAL COST	MAXIMUM TUMF SHARE
Northwest	Jurupa Valley	Van Buren	SR-60	Bellegrave			\$23,928,000	\$10,461,000
Northwest	Jurupa Valley	Van Buren	Bellegrave	Santa Ana River			\$40,900,000	\$0
Northwest	Riverside	Alessandro	Arlington	Trautwein			\$2,410,000	\$2,410,000
Northwest	Riverside	Arlington	La Sierra	Magnolia			\$0	\$0
Northwest	Riverside	Arlington	Magnolia	Alessandro			\$46,465,000	\$46,465,000
Northwest	Riverside	Van Buren	Santa Ana River	SR-91			\$5,230,000	\$4,392,000
Northwest	Riverside	Van Buren	SR-91	Mockingbird Canyon			\$39,493,000	\$21,292,000
Northwest	Riverside	Van Buren	Wood	Trautwein			\$0	\$0
Northwest	Riverside	Van Buren	Trautwein	Orange Terrace			\$7,574,000	\$7,574,000
Northwest	Unincorporated	Alessandro	Trautwein	Vista Grande			\$0	\$0
Northwest	Unincorporated	Alessandro	Vista Grande	I-215			\$0	\$0
Northwest	Unincorporated	Cajalco	El Sobrante	Harley John			\$10,580,000	\$9,817,000
Northwest	Unincorporated	Cajalco	Harley John	Harvil			\$166,492,000	\$166,492,000
Northwest	Unincorporated	Cajalco	Harvil	I-215			\$1,238,000	\$1,238,000
Northwest	Unincorporated	Cajalco	Temescal Canyon	La Sierra			\$49,596,000	\$35,953,000
Northwest	Unincorporated	Cajalco	Temescal Wash	bridge			\$4,872,000	\$1,907,000
Northwest	Unincorporated	Cajalco	La Sierra	El Sobrante			\$96,453,000	\$96,453,000
Northwest	Unincorporated	Van Buren	Mockingbird Canyon	Wood			\$67,429,000	\$67,429,000
Northwest	Unincorporated	Van Buren	Orange Terrace	I-215			\$0	\$0
Pass	Banning	Highland Springs	Wilson (8th)	Sun Lakes			\$0	\$0
Pass	Banning	Highland Springs	I-10	interchange			\$63,061,000	\$32,516,000
Pass	Banning	Highland Springs	Oak Valley (14th)	Wilson (8th)			\$0	\$0
Pass	Banning	Highland Springs	Cherry Valley	Oak Valley (14th)			\$0	\$0
Pass	Banning	I-10 Bypass South	I-10	Marango Trail (Apache Trail)			\$50,110,000	\$50,110,000
Pass	Banning	I-10 Bypass South	I-10	interchange			\$63,061,000	\$63,061,000
Pass	Banning	I-10 Bypass South	San Gorgonio	bridge			\$4,176,000	\$4,176,000
Pass	Banning	I-10 Bypass South	UP/Hargrave	railroad crossing			\$52,780,000	\$52,780,000
Pass	Beaumont	Beaumont	Oak Valley (14th)	I-10			\$0	\$0
Pass	Beaumont	Patrero	Oak Valley (San Timoteo Cany	SR-60			\$1,100,000	\$1,100,000
Pass	Beaumont	Patrero	SR-60	interchange			\$63,061,000	\$29,561,000
Pass	Beaumont	Patrero	UP	railroad crossing			\$40,020,000	\$40,020,000
Pass	Beaumont	Patrero	Noble Creek	bridge			\$0	\$0
Pass	Beaumont	Patrero	SR-60	4th			\$0	\$0
Pass	Beaumont	SR-79 (Beaumont)	I-10	California			\$0	\$0
Pass	Beaumont	SR-79 (Beaumont)	I-10	interchange			\$63,061,000	\$7,408,000
Pass	Calimesa	Cherry Valley	I-10	interchange			\$63,061,000	\$59,773,000
Pass	Calimesa	Cherry Valley	Roberts St	Roberts Rd			\$3,053,000	\$3,053,000
Pass	Unincorporated	Cherry Valley	Bellflower	Noble			\$6,411,000	\$6,411,000
Pass	Unincorporated	Cherry Valley	Highland Springs	Bellflower			\$0	\$0
Pass	Unincorporated	Cherry Valley	Noble	Roberts St			\$0	\$0
Pass	Unincorporated	Cherry Valley	San Timoteo Wash	bridge			\$0	\$0
Pass	Unincorporated	SR-79 (Lamb Canyon)	California	Gilman Springs			\$0	\$0
San Jacinto	Hemet	Domenigoni	Warren	Sanderson			\$7,726,000	\$7,726,000
San Jacinto	Hemet	Domenigoni	Sanderson	State			\$0	\$0
San Jacinto	Hemet	SR-74	Winchester	Warren			\$35,208,000	\$35,208,000
San Jacinto	San Jacinto	Mid-County (Ramona)	Warren	Sanderson			\$0	\$0
San Jacinto	San Jacinto	Mid-County (Ramona)	Sanderson/SR-79 (Hemet Bypa	interchange			\$0	\$0
San Jacinto	San Jacinto	Ramona	Sanderson	State			\$0	\$0
San Jacinto	San Jacinto	Ramona	State	Main			\$0	\$0
San Jacinto	San Jacinto	Ramona	Main	Cedar			\$31,518,000	\$26,928,000
San Jacinto	San Jacinto	Ramona	Cedar	SR-74			\$0	\$0
San Jacinto	Unincorporated	Domenigoni	SR-79 (Winchester)	Warren			\$13,508,000	\$13,508,000
San Jacinto	Unincorporated	Domenigoni	San Diego Aqueduct	bridge			\$4,176,000	\$4,176,000
San Jacinto	Unincorporated	Gilman Springs	Bridge	Sanderson			\$0	\$0
San Jacinto	Unincorporated	Mid-County (Ramona)	Bridge	Warren			\$9,221,000	\$9,221,000
San Jacinto	Unincorporated	SR-74	Briggs	SR-79 (Winchester)			\$15,417,000	\$15,417,000
San Jacinto	Unincorporated	SR-79 (Hemet Bypass)	SR-74 (Florida)	Domenigoni			\$13,901,000	\$13,901,000
San Jacinto	Unincorporated	SR-79 (Hemet Bypass)	San Diego Aqueduct	bridge			\$4,176,000	\$4,176,000
San Jacinto	Unincorporated	SR-79 (Hemet Bypass)	Domenigoni	Winchester			\$6,542,000	\$6,542,000
San Jacinto	Unincorporated	SR-79 (San Jacinto Bypass)	Mid-County (Ramona)	SR-74 (Florida)			\$56,690,000	\$56,690,000
San Jacinto	Unincorporated	SR-79 (Sanderson)	Gilman Springs	Ramona			\$6,899,000	\$2,555,000
San Jacinto	Unincorporated	SR-79 (Sanderson)	San Jacinto River	bridge			\$19,488,000	\$7,651,000
San Jacinto	Unincorporated	SR-79 (Winchester)	Domenigoni	Keller			\$0	\$0

Table 4.4 - TUMF Network Cost Estimates (continued)

AREA	PLAN	DIST	CITY	STREETNAME	SEGMENTFROM	SEGMENTTO	TOTAL COST	MAXIMUM TUMF SHARE
Southwest			Canyon Lake	Goetz	Railroad Canyon	Newport	\$0	\$0
Southwest			Canyon Lake	Railroad Canyon	Canyon Hills	Goetz	\$0	\$0
Southwest			Lake Elsinore	Railroad Canyon	I-15	Canyon Hills	\$0	\$0
Southwest			Lake Elsinore	Railroad Canyon	I-15	interchange	\$0	\$0
Southwest			Lake Elsinore	SR-74	I-15	interchange	\$63,061,000	\$24,162,000
Southwest			Murrieta	Clinton Keith	Copper Craft	Toulon	\$0	\$0
Southwest			Murrieta	Clinton Keith	Toulon	I-215	\$2,076,000	\$2,076,000
Southwest			Murrieta	Clinton Keith	I-215	Whitewood	\$0	\$0
Southwest			Murrieta	French Valley (Date)	Murrieta Hot Springs	Winchester Creek	\$7,321,000	\$7,321,000
Southwest			Murrieta	French Valley (Date)	Winchester Creek	Margarita	\$0	\$0
Southwest			Murrieta	Whitewood	Menifee City Limit	Keller	\$0	\$0
Southwest			Murrieta	Whitewood	Keller	Clinton Keith	\$0	\$0
Southwest			Temecula	French Valley (Cherry)	Jefferson	Diaz	\$3,929,000	\$3,929,000
Southwest			Temecula	French Valley (Cherry)	Murrieta Creek	bridge	\$5,846,000	\$5,846,000
Southwest			Temecula	French Valley (Date)	Margarita	Ynez	\$0	\$0
Southwest			Temecula	French Valley (Date)	Ynez	Jefferson	\$5,010,000	\$5,010,000
Southwest			Temecula	French Valley (Date)	I-15	interchange	\$122,076,000	\$122,076,000
Southwest			Temecula	SR-79 (Winchester)	Murrieta Hot Springs	Jefferson	\$2,697,000	\$2,697,000
Southwest			Temecula	SR-79 (Winchester)	I-15	interchange	\$0	\$0
Southwest			Temecula	Western Bypass (Diaz)	Cherry	Rancho California	\$2,285,000	\$2,285,000
Southwest			Temecula	Western Bypass (Vincent Moro)	Rancho California	SR-79 (Front)	\$23,629,000	\$23,629,000
Southwest			Temecula	Western Bypass (Vincent Moro)	I-15	interchange	\$0	\$0
Southwest			Temecula	Western Bypass (Vincent Moro)	Murrieta Creek	bridge	\$4,176,000	\$4,176,000
Southwest			Unincorporated	Benton	SR-79	Eastern Bypass	\$0	\$0
Southwest			Unincorporated	Clinton Keith	Whitewood	SR-79	\$5,539,000	\$5,539,000
Southwest			Unincorporated	Clinton Keith	Warm Springs Creek	bridge	\$0	\$0
Southwest			Unincorporated	SR-74	I-15	Ethanac	\$27,699,000	\$26,347,000
Southwest			Unincorporated	SR-79 (Winchester)	Keiler	Thompson	\$34,213,000	\$34,213,000
Southwest			Unincorporated	SR-79 (Winchester)	Thompson	La Alba	\$27,699,000	\$27,699,000
Southwest			Unincorporated	SR-79 (Winchester)	La Alba	Hunter	\$7,854,000	\$3,042,000
Southwest			Unincorporated	SR-79 (Winchester)	Hunter	Murrieta Hot Springs	\$595,000	\$442,000
Southwest			Wildomar	Bundy Canyon	I-15	Monte Vista	\$1,362,000	\$1,362,000
Southwest			Wildomar	Bundy Canyon	Monte Vista	Sunset	\$24,818,000	\$24,818,000
Southwest			Wildomar	Bundy Canyon	I-15	interchange	\$32,698,000	\$24,613,000
Southwest			Wildomar	Clinton Keith	Palomar	I-15	\$0	\$0
Southwest			Wildomar	Clinton Keith	I-15	Copper Craft	\$5,030,000	\$0
Subtotal							\$2,334,940,000	\$1,965,138,000

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Table 4.4 - TUMF Network Cost Estimates (continued)

AREA	PLAN	DIST	CITY	STREETNAME	SEGMENTFROM	SEGMENTTO	TOTAL COST	MAXIMUM TUMF SHARE
Central			Menifee	Briggs	Newport	Scott	\$0	\$0
Central			Menifee	Briggs	SR-74 (Pinacate)	Simpson	\$2,991,000	\$2,991,000
Central			Menifee	Briggs	Simpson	Old Newport	\$5,430,000	\$5,430,000
Central			Menifee	Briggs	Salt Creek	bridge	\$8,352,000	\$8,352,000
Central			Menifee	Garbani	I-215	interchange	\$63,061,000	\$42,483,000
Central			Menifee	Goetz	Juanita	Lesser Lane	\$11,378,000	\$11,378,000
Central			Menifee	Goetz	Newport	Juanita	\$0	\$0
Central			Menifee	Holland	Murrieta	Bradley	\$15,708,000	\$15,708,000
Central			Menifee	Holland	Bradley	Haun	\$11,439,000	\$11,439,000
Central			Menifee	Holland	Haun	Antelope	\$9,456,000	\$9,456,000
Central			Menifee	Holland	I-215 overcrossing	bridge	\$9,744,000	\$9,744,000
Central			Menifee	Holland	Antelope	Menifee	\$3,844,000	\$3,844,000
Central			Menifee	McCall	I-215	Aspel	\$5,354,000	\$5,354,000
Central			Menifee	McCall	I-215	interchange	\$0	\$0
Central			Menifee	McCall	Aspel	Menifee	\$2,288,000	\$2,288,000
Central			Menifee	Murrieta	Elhanac	McCall	\$0	\$0
Central			Menifee	Murrieta	McCall	Newport	\$7,967,000	\$7,967,000
Central			Menifee	Murrieta	Newport	Bundy Canyon	\$0	\$0
Central			Moreno Valley	Cactus	I-215	Heacock	\$5,617,000	\$5,617,000
Central			Moreno Valley	Cactus	I-215	interchange	\$0	\$0
Central			Moreno Valley	Day	Ironwood	SR-60	\$0	\$0
Central			Moreno Valley	Day	SR-60	interchange	\$0	\$0
Central			Moreno Valley	Day	SR-60	Eucalyptus	\$0	\$0
Central			Moreno Valley	Eucalyptus	I-215	Towngate	\$8,843,000	\$8,843,000
Central			Moreno Valley	Eucalyptus	Towngate	Frederick	\$0	\$0
Central			Moreno Valley	Eucalyptus	Frederick	Heacock	\$0	\$0
Central			Moreno Valley	Eucalyptus	Heacock	Kitching	\$0	\$0
Central			Moreno Valley	Eucalyptus	Kitching	Moreno Beach	\$0	\$0
Central			Moreno Valley	Eucalyptus	Moreno Beach	Theodore	\$0	\$0
Central			Moreno Valley	Frederick	SR-60	Alessandro	\$0	\$0
Central			Moreno Valley	Heacock	Cactus	San Michele	\$0	\$0
Central			Moreno Valley	Heacock	Reche Vista	Cactus	\$0	\$0
Central			Moreno Valley	Heacock	San Michele	Harley Knox	\$0	\$0
Central			Moreno Valley	Ironwood	SR-60	Day	\$0	\$0
Central			Moreno Valley	Ironwood	Day	Heacock	\$0	\$0
Central			Moreno Valley	Lasselle	Alessandro	John F Kennedy	\$0	\$0
Central			Moreno Valley	Lasselle	John F Kennedy	Oleander	\$0	\$0
Central			Moreno Valley	Moreno Beach	Reche Canyon	SR-60	\$18,797,000	\$18,797,000
Central			Moreno Valley	Moreno Beach	SR-60 overcrossing	bridge	\$3,480,000	\$3,028,000
Central			Moreno Valley	Nason	SR-60	Alessandro	\$0	\$0
Central			Moreno Valley	Pigeon Pass	Ironwood	SR-60	\$0	\$0
Central			Moreno Valley	Pigeon Pass/CETAP Corridor	Hidden Springs	Ironwood	\$0	\$0
Central			Moreno Valley	Reche Canyon	Moreno Valley City Limit	Locust	\$0	\$0
Central			Moreno Valley	Redlands	Locust	Alessandro	\$39,789,000	\$39,789,000
Central			Moreno Valley	Redlands	SR-60	interchange	\$0	\$0
Central			Moreno Valley	Theodore	SR-60	Eucalyptus	\$3,966,000	\$3,966,000
Central			Moreno Valley	Theodore	SR-60	interchange	\$0	\$0
Central			Perris	Ellis	Goetz	Evans	\$9,526,000	\$9,526,000
Central			Perris	Evans	Oleander	Ramona	\$0	\$0
Central			Perris	Evans	Ramona	Morgan	\$0	\$0
Central			Perris	Evans	Morgan	Rider	\$0	\$0
Central			Perris	Evans	Rider	Placentia	\$0	\$0
Central			Perris	Evans	Placentia	Nuevo	\$6,492,000	\$6,492,000
Central			Perris	Evans	Nuevo	Ellis	\$17,705,000	\$17,705,000
Central			Perris	Evans	San Jacinto River	bridge	\$11,136,000	\$11,136,000
Central			Perris	Evans	I-215	bridge	\$8,352,000	\$8,352,000
Central			Perris	Goetz	Lesser	Ethanac	\$7,845,000	\$7,845,000
Central			Perris	Harley Knox	I-215	Indian	\$0	\$0
Central			Perris	Harley Knox	I-215	interchange	\$32,698,000	\$28,740,000
Central			Perris	Harley Knox	Indian	Perris	\$0	\$0
Central			Perris	Harley Knox	Perris	Redlands	\$0	\$0
Central			Perris	Nuevo	I-215	Murrieta	\$16,971,000	\$16,971,000
Central			Perris	Nuevo	I-215	interchange	\$32,698,000	\$19,736,000
Central			Perris	Nuevo	Murrieta	Dunlap	\$4,367,000	\$4,367,000
Central			Perris	Nuevo	Perris Valley Storm Channel	bridge	\$0	\$0
Central			Perris	SR-74 (Matthews)	I-215	Ethanac	\$0	\$0
Central			Perris	SR-74 (Matthews)	I-215	interchange	\$32,698,000	\$21,835,000
Central			Unincorporated	Center (Main)	I-215	MT Vernon	\$0	\$0
Central			Unincorporated	Center (Main)	I-215	interchange	\$32,698,000	\$11,912,000
Central			Unincorporated	Center (Main)	BNSF	railroad crossing	\$20,010,000	\$20,010,000
Central			Unincorporated	Ellis	Post	SR-74	\$11,550,000	\$11,550,000
Central			Unincorporated	Mount Vernon/CETAP Corridor	Center	Pigeon Pass	\$2,582,000	\$2,582,000
Central			Unincorporated	Nuevo	Dunlap	Menifee	\$8,737,000	\$2,505,000
Central			Unincorporated	Nuevo	San Jacinto River	bridge	\$5,568,000	\$5,568,000
Central			Unincorporated	Pigeon Pass/CETAP Corridor	Hidden Springs	Mount Vernon	\$8,106,000	\$8,106,000
Central			Unincorporated	Post	Santa Rosa Mine	Ellis	\$0	\$0
Central			Unincorporated	Reche Canyon	Reche Vista	Moreno Valley City Limit	\$0	\$0
Central			Unincorporated	Redlands	San Timoteo Canyon	Locust	\$0	\$0

Table 4.4 - TUMF Network Cost Estimates (continued)

AREA	PLAN	DIST	CITY	STREETNAME	SEGMENTFROM	SEGMENTTO	TOTAL COST	MAXIMUM TUMF SHARE
Northwest	Corona		6th	SR-91	Magnolia		\$0	\$0
Northwest	Corona		Auto Center	Railroad	SR-91		\$0	\$0
Northwest	Corona		Cajalco	Bedford Canyon	I-15		\$0	\$0
Northwest	Corona		Hidden Valley	Norco Hills	McKinley		\$0	\$0
Northwest	Corona		Lincoln	Parkridge	Ontario		\$0	\$0
Northwest	Corona		Magnolia	6th	Sherborn		\$7,054,000	\$6,419,000
Northwest	Corona		Magnolia	Temescal Creek	bridge		\$4,176,000	\$3,580,000
Northwest	Corona		Magnolia	Sherborn	Rimpau		\$0	\$0
Northwest	Corona		Magnolia	Rimpau	Ontario		\$0	\$0
Northwest	Corona		Main	Grand	Ontario		\$0	\$0
Northwest	Corona		Main	Ontario	Foothill		\$0	\$0
Northwest	Corona		Main	Hidden Valley	Parkridge		\$5,314,000	\$4,389,000
Northwest	Corona		Main	Parkridge	SR-91		\$0	\$0
Northwest	Corona		Main	SR-91	S. Grand		\$0	\$0
Northwest	Corona		McKinley	Hidden Valley	Promenade		\$0	\$0
Northwest	Corona		McKinley	Promenade	SR-91		\$0	\$0
Northwest	Corona		McKinley	SR-91	Magnolia		\$0	\$0
Northwest	Corona		McKinley	Arlington Channel	bridge		\$0	\$0
Northwest	Corona		McKinley	BNSF	railroad crossing		\$105,560,000	\$105,560,000
Northwest	Corona		Ontario	I-15	El Cerrito		\$13,451,000	\$13,451,000
Northwest	Corona		Ontario	Lincoln	Buena Vista		\$0	\$0
Northwest	Corona		Ontario	Buena Vista	Main		\$0	\$0
Northwest	Corona		Ontario	Main	Kellogg		\$0	\$0
Northwest	Corona		Ontario	Kellogg	Fullerton		\$0	\$0
Northwest	Corona		Ontario	Fullerton	Rimpau		\$0	\$0
Northwest	Corona		Ontario	Rimpau	I-15		\$0	\$0
Northwest	Corona		Railroad	Auto Club	Buena Vista		\$0	\$0
Northwest	Corona		Railroad	BNSF	railroad crossing		\$40,020,000	\$40,020,000
Northwest	Corona		Railroad	Buena Vista	Main (at Grand)		\$0	\$0
Northwest	Corona		River	Corydon	Main		\$0	\$0
Northwest	Corona		Serfas Club	SR-91	Green River		\$0	\$0
Northwest	Eastvale		Archibald	Remington	River		\$3,382,000	\$3,382,000
Northwest	Eastvale		Hamner	Mission	Bellevue		\$5,279,000	\$5,279,000
Northwest	Eastvale		Hamner	Bellevue	Amberhill		\$199,000	\$199,000
Northwest	Eastvale		Hamner	Amberhill	Limonite		\$2,787,000	\$2,787,000
Northwest	Eastvale		Hamner	Limonite	Schleisman		\$991,000	\$991,000
Northwest	Eastvale		Hamner	Schleisman	Santa Ana River		\$5,533,000	\$3,675,000
Northwest	Eastvale		Hellman	Schleisman	Walters		\$1,594,000	\$1,594,000
Northwest	Eastvale		Hellman	Walters	River		\$21,503,000	\$21,503,000
Northwest	Eastvale		Hellman	Cucamonga Creek	bridge		\$3,828,000	\$3,828,000
Northwest	Eastvale		Limonite	I-15	Eastvale Gateway		\$289,000	\$289,000
Northwest	Eastvale		Limonite	I-15	interchange		\$0	\$0
Northwest	Eastvale		Limonite	Eastvale Gateway	Hamner		\$255,000	\$255,000
Northwest	Eastvale		Limonite	Hamner	Sumner		\$1,094,000	\$1,094,000
Northwest	Eastvale		Limonite	Sumner	Harrison		\$497,000	\$497,000
Northwest	Eastvale		Limonite	Harrison	Archibald		\$0	\$0
Northwest	Eastvale		Limonite	Archibald	Hellman (Keller SBD Co.)		\$4,885,000	\$4,885,000
Northwest	Eastvale		Limonite	Cucamonga Creek	bridge		\$13,920,000	\$0
Northwest	Eastvale		River	Hellman	Archibald		\$5,948,000	\$5,948,000
Northwest	Jurupa Valley		Armstrong	San Bernardino County	Valley		\$6,192,000	\$6,192,000
Northwest	Jurupa Valley		Bellevue	Cantu-Galleano Ranch	Van Buren		\$464,000	\$464,000
Northwest	Jurupa Valley		Cantu-Galleano Ranch	Wineville	Bellevue		\$793,000	\$793,000
Northwest	Jurupa Valley		Etiwanda	Philadelphia	SR-60		\$1,515,000	\$989,000
Northwest	Jurupa Valley		Etiwanda	SR-60	Limonite		\$0	\$0
Northwest	Jurupa Valley		Limonite	I-15	Wineville		\$0	\$0
Northwest	Jurupa Valley		Limonite	Wineville	Etiwanda		\$0	\$0
Northwest	Jurupa Valley		Limonite	Etiwanda	Van Buren		\$2,981,000	\$2,981,000
Northwest	Jurupa Valley		Limonite	Van Buren	Clay		\$0	\$0
Northwest	Jurupa Valley		Limonite	Clay	Riverview		\$0	\$0
Northwest	Jurupa Valley		Market	Rubidoux	Santa Ana River		\$5,181,000	\$0
Northwest	Jurupa Valley		Market	Santa Ana River	bridge		\$13,920,000	\$6,204,000
Northwest	Jurupa Valley		Miliken	SR-60			\$0	\$0
Northwest	Jurupa Valley		Mission	SR-60	Santa Ana River		\$0	\$0
Northwest	Jurupa Valley		Riverview	Limonite	Mission		\$0	\$0
Northwest	Jurupa Valley		Rubidoux	Pine	Mission		\$0	\$0
Northwest	Jurupa Valley		Rubidoux	SR-60	interchange		\$32,698,000	\$9,051,000
Northwest	Jurupa Valley		Valley	Armstrong	Mission		\$0	\$0
Northwest	Norco		1st	Parkridge	Mountain		\$0	\$0
Northwest	Norco		1st	Mountain	Hamner		\$0	\$0
Northwest	Norco		2nd	River	I-15		\$0	\$0
Northwest	Norco		6th	Hamner	California		\$0	\$0
Northwest	Norco		6th	I-15	interchange		\$32,698,000	\$3,489,000
Northwest	Norco		Arlington	Crestview	Fairhaven		\$4,342,000	\$4,342,000
Northwest	Norco		California	Arlington	6th		\$15,237,000	\$12,525,000
Northwest	Norco		Corydon	River	5th		\$0	\$0
Northwest	Norco		Hamner	Santa Ana River	bridge		\$33,408,000	\$11,455,000
Northwest	Norco		Hamner	Santa Ana River	Hidden Valley		\$49,591,000	\$49,591,000
Northwest	Norco		Hidden Valley	I-15	Norco Hills		\$0	\$0
Northwest	Norco		Hidden Valley	Hamner	I-15		\$0	\$0
Northwest	Norco		Norco	Corydon	Hamner		\$0	\$0
Northwest	Norco		Norco	North	Crestview		\$0	\$0
Northwest	Norco		River	Archibald	Corydon		\$1,743,000	\$1,109,000

Table 4.4 - TUMF Network Cost Estimates (continued)

AREA	PLAN	DIST	CITY	STREETNAME	SEGMENTFROM	SEGMENTO	TOTAL COST	MAXIMUM TUMF SHARE
Northwest	Riverside			14th	Market	Martin Luther King	\$0	\$0
Northwest	Riverside			1st	Market	Main	\$0	\$0
Northwest	Riverside			3rd	SR-91	I-215	\$1,941,000	\$1,941,000
Northwest	Riverside			3rd	BNSF	railroad crossing	\$105,560,000	\$30,560,000
Northwest	Riverside			Adams	Arlington	SR-91	\$0	\$0
Northwest	Riverside			Adams	SR-91	Lincoln	\$0	\$0
Northwest	Riverside			Adams	SR-91	interchange	\$32,698,000	\$3,262,000
Northwest	Riverside			Arlington	Fairhaven	La Sierra	\$0	\$0
Northwest	Riverside			Buena Vista	Santa Ana River	Redwood	\$0	\$0
Northwest	Riverside			Canyon Crest	Martin Luther King	Central	\$0	\$0
Northwest	Riverside			Canyon Crest	Central	Country Club	\$0	\$0
Northwest	Riverside			Canyon Crest	Country Club	Via Vista	\$4,996,000	\$1,593,000
Northwest	Riverside			Canyon Crest	Via Vista	Alessandro	\$0	\$0
Northwest	Riverside			Central	Chicago	I-215/SR-60	\$0	\$0
Northwest	Riverside			Central	SR-91	Magnolia	\$0	\$0
Northwest	Riverside			Central	Alessandro	SR-91	\$0	\$0
Northwest	Riverside			Central	Van Buren	Magnolia	\$0	\$0
Northwest	Riverside			Chicago	Alessandro	Spruce	\$0	\$0
Northwest	Riverside			Chicago	Spruce	Columbia	\$0	\$0
Northwest	Riverside			Columbia	Main	Iowa	\$0	\$0
Northwest	Riverside			Columbia	I-215	interchange	\$32,698,000	\$9,050,000
Northwest	Riverside			Iowa	Center	3rd	\$30,272,000	\$30,272,000
Northwest	Riverside			Iowa	3rd	University	\$0	\$0
Northwest	Riverside			Iowa	University	Martin Luther King	\$0	\$0
Northwest	Riverside			JFK	Trautwein	Wood	\$1,880,000	\$1,880,000
Northwest	Riverside			La Sierra	Arlington	SR-91	\$0	\$0
Northwest	Riverside			La Sierra	SR-91	Indiana	\$192,000	\$192,000
Northwest	Riverside			La Sierra	indiana	Victoria	\$778,000	\$778,000
Northwest	Riverside			Lemon (NB One way)	Mission Inn	University	\$0	\$0
Northwest	Riverside			Lincoln	Van Buren	Jefferson	\$0	\$0
Northwest	Riverside			Lincoln	Jefferson	Washington	\$0	\$0
Northwest	Riverside			Lincoln	Washington	Victoria	\$0	\$0
Northwest	Riverside			Madison	SR-91	Victoria	\$853,000	\$853,000
Northwest	Riverside			Madison	BNSF	railroad crossing	\$20,010,000	\$20,010,000
Northwest	Riverside			Magnolia	BNSF Railroad	Tyler	\$0	\$0
Northwest	Riverside			Magnolia	BNSF	railroad crossing	\$0	\$0
Northwest	Riverside			Magnolia	Tyler	Harrison	\$0	\$0
Northwest	Riverside			Magnolia	Harrison	14th	\$0	\$0
Northwest	Riverside			Main	1st	San Bernardino County	\$0	\$0
Northwest	Riverside			Market	14th	Santa Ana River	\$9,491,000	\$9,491,000
Northwest	Riverside			Martin Luther King	14th	I-215/SR-60	\$24,031,000	\$24,031,000
Northwest	Riverside			Mission Inn	Redwood	Lemon	\$0	\$0
Northwest	Riverside			Redwood (\$3 One way)	Mission Inn	University	\$0	\$0
Northwest	Riverside			Trautwein	Alessandro	Van Buren	\$0	\$0
Northwest	Riverside			Tyler	SR-91	Magnolia	\$0	\$0
Northwest	Riverside			Tyler	SR-91	interchange	\$63,061,000	\$21,814,000
Northwest	Riverside			Tyler	Magnolia	Hole	\$0	\$0
Northwest	Riverside			Tyler	Hole	Wells	\$0	\$0
Northwest	Riverside			Tyler	Wells	Arlington	\$0	\$0
Northwest	Riverside			University	Redwood	SR-91	\$859,000	\$859,000
Northwest	Riverside			University	SR-91	I-215/SR-60	\$2,067,000	\$2,067,000
Northwest	Riverside			Victoria	Lincoln	Arlington	\$0	\$0
Northwest	Riverside			Victoria	Madison	Washington	\$0	\$0
Northwest	Riverside			Washington	Victoria	Hermosa	\$27,018,000	\$27,018,000
Northwest	Riverside			Wood	JFK	Van Buren	\$3,053,000	\$3,053,000
Northwest	Riverside			Wood	Van Buren	Bergamont	\$0	\$0
Northwest	Riverside			Wood	Bergamont	Krameria	\$0	\$0
Northwest	Unincorporated			Cantu-Galleano Ranch	Hammer	Wineville	\$0	\$0
Northwest	Unincorporated			Dos Lagos (Weirick)	Temescal Canyon	I-15	\$0	\$0
Northwest	Unincorporated			El Cerrito	I-15	Ontario	\$0	\$0
Northwest	Unincorporated			El Sobrante	Mockingbird Canyon	Cajalco	\$0	\$0
Northwest	Unincorporated			Harley John	Washington	Scottsdale	\$0	\$0
Northwest	Unincorporated			Harley John	Scottsdale	Cajalco	\$0	\$0
Northwest	Unincorporated			La Sierra	Victoria	El Sobrante	\$0	\$0
Northwest	Unincorporated			La Sierra	El Sobrante	Cajalco	\$0	\$0
Northwest	Unincorporated			Mockingbird Canyon	Van Buren	El Sobrante	\$20,871,000	\$20,871,000
Northwest	Unincorporated			Temescal Canyon	El Cerrito	Tuscany	\$3,168,000	\$0
Northwest	Unincorporated			Temescal Canyon	Tuscany	Dos Lagos	\$0	\$0
Northwest	Unincorporated			Temescal Canyon	Dos Lagos	Leroy	\$0	\$0
Northwest	Unincorporated			Temescal Canyon	Leroy	Dawson Canyon	\$0	\$0
Northwest	Unincorporated			Temescal Canyon	Dawson Canyon	I-15	\$0	\$0
Northwest	Unincorporated			Temescal Canyon	I-15	interchange	\$32,698,000	\$32,698,000
Northwest	Unincorporated			Temescal Canyon	I-15	Park Canyon	\$14,329,000	\$14,329,000
Northwest	Unincorporated			Temescal Canyon	Park Canyon	Indian Truck Trail	\$0	\$0
Northwest	Unincorporated			Washington	Hermosa	Harley John	\$12,787,000	\$12,787,000
Northwest	Unincorporated			Wood	Krameria	Cajalco	\$12,537,000	\$12,537,000

Table 4.4 - TUMF Network Cost Estimates (continued)

AREA	PLAN	DIST	CITY	STREETNAME	SEGMENTFROM	SEGMENTTO	TOTAL COST	MAXIMUM TUMF SHARE
Pass	Banning			8th	Wilson	I-10	\$0	\$0
Pass	Banning			Lincoln	Sunset	SR-243	\$0	\$0
Pass	Banning			Ramsey	I-10	8th	\$0	\$0
Pass	Banning			Ramsey	8th	Highland Springs	\$0	\$0
Pass	Banning			SR-243	I-10	Wesley	\$0	\$0
Pass	Banning			Sun Lakes	Highland Home	Sunset	\$30,502,000	\$30,502,000
Pass	Banning			Sun Lakes	Smith Creek	bridge	\$8,352,000	\$8,352,000
Pass	Banning			Sun Lakes	Montgomery Creek	bridge	\$5,568,000	\$5,568,000
Pass	Banning			Sun Lakes	Highland Springs	Highland Home	\$0	\$0
Pass	Banning			Sunset	Ramsey	Lincoln	\$0	\$0
Pass	Banning			Sunset	I-10	interchange	\$32,698,000	\$32,698,000
Pass	Banning			Wilson	Highland Home	8th	\$0	\$0
Pass	Banning			Wilson	Highland Springs	Highland Home	\$0	\$0
Pass	Beaumont			1st	Viele	Pennsylvania	\$0	\$0
Pass	Beaumont			1st	Pennsylvania	Highland Springs	\$0	\$0
Pass	Beaumont			6th	I-10	Highland Springs	\$0	\$0
Pass	Beaumont			Desert Lawn	Champions	Oak Valley (STC)	\$0	\$0
Pass	Beaumont			Oak Valley (14th)	Highland Springs	Pennsylvania	\$0	\$0
Pass	Beaumont			Oak Valley (14th)	Oak Valley (14th)	Pennsylvania	\$0	\$0
Pass	Beaumont			Oak Valley (14th)	Oak View	I-10	\$0	\$0
Pass	Beaumont			Oak Valley (14th)	I-10	interchange	\$63,061,000	\$62,401,000
Pass	Beaumont			Oak Valley (STC)	UP Railroad	Tukwet Canyon	\$0	\$0
Pass	Beaumont			Oak Valley (STC)	Tukwet Canyon	I-10	\$0	\$0
Pass	Beaumont			Pennsylvania	6th	1st	\$6,588,000	\$6,588,000
Pass	Beaumont			Pennsylvania	I-10	interchange	\$0	\$0
Pass	Calimesa			Bryant	County Line	Avenue L	\$0	\$0
Pass	Calimesa			Calimesa	County Line	I-10	\$0	\$0
Pass	Calimesa			Calimesa	I-10	interchange	\$63,061,000	\$63,061,000
Pass	Calimesa			County Line	7th	Bryant	\$0	\$0
Pass	Calimesa			County Line	I-10	interchange	\$32,698,000	\$32,698,000
Pass	Calimesa			Desert Lawn	Palmer	Champions	\$0	\$0
Pass	Calimesa			Singleton	Avenue L	Condit	\$0	\$0
Pass	Calimesa			Singleton	Condit	Roberts	\$12,972,000	\$12,972,000
Pass	Calimesa			Singleton	I-10	interchange	\$63,061,000	\$0
Pass	Calimesa			Tukwet Canyon	Roberts Rd	Palmer	\$0	\$0
Pass	Unincorporated			Live Oak Canyon	Oak Valley (STC)	San Bernardino County	\$0	\$0
Pass	Unincorporated			San Timoteo Canyon	San Bernardino County	UP Railroad	\$0	\$0
Pass	Unincorporated			San Timoteo Canyon	UP Railroad	railroad crossing	\$52,780,000	\$52,780,000
San Jacinto	Hemet			Sanderson	Acacia	Menlo	\$0	\$0
San Jacinto	Hemet			Sanderson	Domenigoni	Stetson	\$0	\$0
San Jacinto	Hemet			Sanderson	RR Crossing	Acacia	\$0	\$0
San Jacinto	Hemet			Sanderson	Stetson	RR Crossing	\$0	\$0
San Jacinto	Hemet			Sanderson	Menlo	Esplanade	\$0	\$0
San Jacinto	Hemet			SR-74 (Florida)	Warren	Cawston	\$0	\$0
San Jacinto	Hemet			SR-74 (Florida)	Columbia	Ramona	\$0	\$0
San Jacinto	Hemet			SR-74/SR-79 (Florida)	Cawston	Columbia	\$0	\$0
San Jacinto	Hemet			State	Domenigoni	Chambers	\$0	\$0
San Jacinto	Hemet			State	Chambers	Stetson	\$0	\$0
San Jacinto	Hemet			State	Florida	Esplanade	\$0	\$0
San Jacinto	Hemet			State	Stetson	Florida	\$0	\$0
San Jacinto	Hemet			Stetson	Cawston	State	\$0	\$0
San Jacinto	Hemet			Stetson	Warren	Cawston	\$4,357,000	\$4,357,000
San Jacinto	Hemet			Warren	Esplanade	Domenigoni	\$19,926,000	\$19,926,000
San Jacinto	Hemet			Warren	Salt Creek	bridge	\$4,176,000	\$4,176,000
San Jacinto	San Jacinto			Esplanade	Mountain	State	\$0	\$0
San Jacinto	San Jacinto			Esplanade	State	Warren	\$0	\$0
San Jacinto	San Jacinto			Sanderson	Ramona	Esplanade	\$0	\$0
San Jacinto	San Jacinto			SR-79 (North Ramona)	State	San Jacinto	\$0	\$0
San Jacinto	San Jacinto			SR-79 (San Jacinto)	North Ramona Blvd	7th	\$0	\$0
San Jacinto	San Jacinto			SR-79 (San Jacinto)	7th	SR-74	\$0	\$0
San Jacinto	San Jacinto			State	Ramona	Esplanade	\$0	\$0
San Jacinto	San Jacinto			State	Gilman Springs	Quandt Ranch	\$3,317,000	\$3,317,000
San Jacinto	San Jacinto			State	San Jacinto River	bridge	\$0	\$0
San Jacinto	San Jacinto			State	Quandt Ranch	Ramona	\$0	\$0
San Jacinto	San Jacinto			Warren	Ramona	Esplanade	\$13,469,000	\$13,469,000
San Jacinto	Unincorporated			Gilman Springs	Sanderson	State	\$11,097,000	\$11,097,000
San Jacinto	Unincorporated			Gilman Springs	Massacre Canyon Wash	bridge	\$1,392,000	\$1,392,000
San Jacinto	Unincorporated			SR-79 (Winchester)	SR-74 (Florida)	Domenigoni	\$0	\$0

Table 4.4 - TUMF Network Cost Estimates (continued)

AREA	PLAN	DIST	CITY	STREETNAME	SEGMENTFROM	SEGMENTTO	TOTAL COST	MAXIMUM TUMF SHARE
Southwest	Lake Elsinore		Corydon	Mission	Mission	Grand	\$3,336,000	\$3,336,000
Southwest	Lake Elsinore		Diamond	Mission	Mission	I-15	\$0	\$0
Southwest	Lake Elsinore		Franklin (Integral to Railroad C	I-15	interchange		\$0	\$0
Southwest	Lake Elsinore		Grand	Lincoln	Toff		\$0	\$0
Southwest	Lake Elsinore		Grand	Toff	SR-74 (Riverside)		\$3,512,000	\$3,512,000
Southwest	Lake Elsinore		Lake	I-15	Lincoln		\$39,817,000	\$32,726,000
Southwest	Lake Elsinore		Lake	I-15	interchange		\$32,698,000	\$15,771,000
Southwest	Lake Elsinore		Lake	Temescal Wash	bridge		\$2,506,000	\$1,150,000
Southwest	Lake Elsinore		Mission	Railroad Canyon	Bundy Canyon		\$0	\$0
Southwest	Lake Elsinore		Nichols	I-15	Lake		\$7,850,000	\$7,850,000
Southwest	Lake Elsinore		Nichols	Temescal Wash	bridge		\$0	\$0
Southwest	Lake Elsinore		Nichols	I-15	interchange		\$63,061,000	\$63,061,000
Southwest	Lake Elsinore		SR-74 (Collier/Riverside)	I-15	Lakeshore		\$24,303,000	\$24,303,000
Southwest	Lake Elsinore		SR-74 (Grand)	Riverside	SR-74 (Ortega)		\$9,733,000	\$3,691,000
Southwest	Lake Elsinore		SR-74 (Riverside)	Lakeshore	Grand		\$20,175,000	\$20,175,000
Southwest	Lake Elsinore		Temescal Canyon	I-15	Lake		\$7,411,000	\$7,411,000
Southwest	Lake Elsinore		Temescal Canyon	Temescal Wash	bridge		\$3,480,000	\$3,480,000
Southwest	Murrieta		California Oaks	Jefferson	I-15		\$0	\$0
Southwest	Murrieta		California Oaks	I-15	Jackson		\$0	\$0
Southwest	Murrieta		California Oaks	Jackson	Clinton Keith		\$0	\$0
Southwest	Murrieta		Jackson	Whitewood	Ynez		\$0	\$0
Southwest	Murrieta		Jefferson	Palomar	Nutmeg		\$1,562,000	\$1,562,000
Southwest	Murrieta		Jefferson	Nutmeg	Murrieta Hot Springs		\$0	\$0
Southwest	Murrieta		Jefferson	Murrieta Hot Springs	Cherry		\$30,634,000	\$30,634,000
Southwest	Murrieta		Keller	I-215	Whitewood		\$0	\$0
Southwest	Murrieta		Keller	I-215	interchange		\$0	\$0
Southwest	Murrieta		Los Alamos	Jefferson	I-215		\$0	\$0
Southwest	Murrieta		Murrieta Hot Springs	Jefferson	I-215		\$0	\$0
Southwest	Murrieta		Murrieta Hot Springs	I-215	Margarita		\$0	\$0
Southwest	Murrieta		Murrieta Hot Springs	Margarita	SR-79 (Winchester)		\$4,057,000	\$3,899,000
Southwest	Murrieta		Nutmeg	Jefferson	Clinton Keith		\$0	\$0
Southwest	Murrieta		Whitewood	Clinton Keith	Los Alamos		\$2,708,000	\$2,708,000
Southwest	Murrieta		Whitewood	Los Alamos	Murrieta Hot Springs		\$0	\$0
Southwest	Murrieta		Whitewood	Murrieta Hot Springs	Jackson		\$4,629,000	\$4,629,000
Southwest	Murrieta		Ynez	Jackson	SR-79 (Winchester)		\$0	\$0
Southwest	Temecula		Butterfield Stage	Murrieta Hot Springs	Calle Chapos		\$816,000	\$816,000
Southwest	Temecula		Butterfield Stage	Calle Chapos	La Serena		\$696,000	\$696,000
Southwest	Temecula		Butterfield Stage	La Serena	Rancho California		\$904,000	\$904,000
Southwest	Temecula		Butterfield Stage	Rancho California	Pauba		\$846,000	\$846,000
Southwest	Temecula		Butterfield Stage	Pauba	SR-79 (Temecula Pkwy)		\$725,000	\$725,000
Southwest	Temecula		Jefferson	Cherry	Rancho California		\$2,285,000	\$2,285,000
Southwest	Temecula		Margarita	Murrieta Hot Springs	SR-79 (Temecula Pkwy)		\$7,644,000	\$7,644,000
Southwest	Temecula		Old Town Front	Rancho California	I-15/SR-79 (Temecula Pkwy)		\$0	\$0
Southwest	Temecula		Pechanga Pkwy	SR-79 (Temecula Pkwy)	Via Gilberto		\$0	\$0
Southwest	Temecula		Pechanga Pkwy	Via Gilberto	Pechanga Pkwy		\$0	\$0
Southwest	Temecula		Rancho California	Jefferson	Margarita		\$18,254,000	\$18,181,000
Southwest	Temecula		Rancho California	I-15	interchange		\$32,698,000	\$0
Southwest	Temecula		Rancho California	Margarita	Butterfield Stage		\$0	\$0
Southwest	Temecula		SR-79 (Temecula Pkwy)	I-15	Pechanga Pkwy		\$0	\$0
Southwest	Temecula		SR-79 (Temecula Pkwy)	Pechanga Pkwy	Butterfield Stage		\$3,065,000	\$3,065,000
Southwest	Unincorporated		Briggs	Scott	SR-79 (Winchester)		\$6,509,000	\$6,509,000
Southwest	Unincorporated		Butterfield Stage	Tucalota Creek	bridge		\$0	\$0
Southwest	Unincorporated		Butterfield Stage (Pourroy)	Auld	Murrieta Hot Springs		\$23,076,000	\$23,076,000
Southwest	Unincorporated		Grand	Ortega	Corydon		\$68,025,000	\$68,025,000
Southwest	Unincorporated		Horsethief Canyon	Temescal Canyon	I-15		\$0	\$0
Southwest	Unincorporated		Indian Truck Trail	Temescal Canyon	I-15		\$0	\$0
Southwest	Unincorporated		Murrieta Hot Springs	SR-79 (Winchester)	Pourroy		\$0	\$0
Southwest	Unincorporated		Pala	Pechanga	San Diego County		\$0	\$0
Southwest	Unincorporated		Pourroy	SR-79 (Winchester)	Auld		\$2,236,000	\$2,236,000
Southwest	Unincorporated		Rancho California	Butterfield Stage	Glen Oaks		\$87,369,000	\$87,369,000
Southwest	Unincorporated		Temescal Canyon	Horsethief Canyon Wash	bridge		\$3,340,000	\$3,340,000
Southwest	Unincorporated		Temescal Canyon	Indian Truck Trail	I-15		\$15,739,000	\$15,739,000
Southwest	Unincorporated		Temescal Canyon	Indian Wash	bridge		\$1,462,000	\$1,462,000
Southwest	Wildomar		Bundy Canyon	Mission	I-15		\$9,704,000	\$9,704,000
Southwest	Wildomar		Grand	Corydon	Wildomar Trail		\$0	\$0
Southwest	Wildomar		Mission	Bundy Canyon	Palomar		\$0	\$0
Southwest	Wildomar		Palomar	Clinton Keith	Washington		\$3,227,000	\$3,227,000
Southwest	Wildomar		Palomar	Mission	Clinton Keith		\$13,493,000	\$13,493,000
Southwest	Wildomar		Wildomar Trail	I-15	Baxter		\$1,281,000	\$1,281,000
Southwest	Wildomar		Wildomar Trail	I-15	interchange		\$32,698,000	\$27,858,000
Southwest	Wildomar		Wildomar Trail	Baxter	Palomar		\$11,316,000	\$11,316,000
Southwest	Wildomar		Wildomar Trail	Palomar	Grand		\$0	\$0
Subtotal							\$2,451,368,000	\$1,957,217,000
Totals	Network						\$ 4,784,308,000	\$ 3,922,355,000
	Transit						\$ 217,870,000	\$ 154,831,000
	Administration						\$ 163,087,440	\$ 163,087,440
	MSHCP						\$ 64,329,000	\$ 57,217,000
	TOTAL						\$ 5,231,594,440	\$ 4,297,490,440

Table 4.5 – TUMF Transit Cost Estimates

AREA PLAN DIST	LEAD AGENCY	PROJECT NAME	LOCATION	TOTAL	MAXIMUM TUMF SHARE
Central	RTA	Menifee Mobility Hub	Menifee	\$7,465,000	\$5,305,000
Northwest	RTA	Riverside Mobility Hub at Vine Street	Riverside	\$11,195,000	\$7,956,000
Central	RTA	Moreno Valley Mobility Hub(s)	Moreno Valley	\$11,195,000	\$7,956,000
Northwest	RTA	Jurupa Valley Mobility Hub(s)	Jurupa Valley	\$11,195,000	\$7,956,000
Pass	RTA	Pass Area Mobility Hub(s)	Banning	\$11,195,000	\$7,956,000
Southwest	RTA	Lake Elsinore / Canyon Lake Mobility Hub(s)	Lake Elsinore	\$11,195,000	\$7,956,000
San Jacinto	RTA	Hemet Mobility Hub	Hemet	\$11,195,000	\$7,956,000
San Jacinto	RTA	San Jacinto Mobility Hub	San Jacinto	\$11,195,000	\$7,956,000
San Jacinto	RTA	MSJC Mobility Hub	San Jacinto	\$1,245,000	\$885,000
Regional	RTA	ZEB Technology Enhancements	Various locations region wide	\$1,000,000	\$711,000
Northwest	RTA	Regional Operations and Maintenance Facility	Riverside	\$62,186,000	\$44,192,000
Regional	RTA	Annual Transit Enhancements Program	Various locations region wide	\$14,500,000	\$10,304,000
Northwest	RTA	HQTC Improvements	UCR, Riverside to Perris	\$3,150,000	\$2,239,000
Regional	RTA	Vehicle Fleet Small Buses/Vans	Various locations region wide	\$4,800,000	\$3,411,000
Regional	RTA	Vehicle Fleet Medium Buses	Various locations region wide	\$6,000,000	\$4,264,000
Regional	RTA	Vehicle Fleet Large Buses	Various locations region wide	\$36,859,000	\$26,194,000
Regional	RTA	COA Study	Various locations region wide	\$2,300,000	\$1,634,000
TOTAL				\$217,870,000	\$154,831,000

4.8 TUMF Network Evaluation

To assess the effectiveness of the proposed TUMF Network improvements to mitigate the cumulative regional impact of new development in Western Riverside County, the proposed network improvements were added to the 2021 existing network in RivCoM and the model was run with 2045 socioeconomic data to determine the relative impacts on horizon year traffic conditions. To quantify the impacts of the TUMF Network improvements, the various traffic measures of effectiveness described in **Section 3.1** for the 2018 Existing and 2045 No-Build scenarios were again calculated for the 2045 TUMF Build scenario. The results for VMT, VHT, VHD, and total VMT experiencing unacceptable level of service (LOS E) were then compared to the results presented in **Table 3.1** for the no-build conditions. The 2045 TUMF Build comparison results are provided in **Table 4.6**. Plots of the Network Extents are attached in **Appendix H**.

As shown in **Table 4.6**, the 2045 peak period VMT on all arterial facilities experiencing LOS of E or worse will decrease with the addition of the TUMF Network improvements while the share of VMT on the TUMF arterial network experiencing LOS E or worse during the peak periods will be reduced to 32% (which is still above the level experienced in 2018). It should be noted that the total VMT on the arterial system **increases** as a result of freeway trips being diverted to the arterial system to benefit from the proposed TUMF improvements.

Despite a greater share of the total peak period VMT in 2045, the arterial system can more efficiently accommodate the increased demand with the proposed TUMF improvements. Although peak period VMT on the TUMF improved arterial system increases by approximately 6% in 2045 compared to the No Build condition, VHT on the arterial system remains almost constant. Additionally, a benefit is observed on the freeway system with VMT and VHT being reduced following TUMF Network improvements. By completing TUMF improvements, the total VHD experienced by all area motorists would be reduced during the peak period by over 7% from the levels that would be experienced under the 2045 No-Build scenario. These results highlight the

effectiveness of the TUMF Program to mitigate the cumulative regional transportation impacts of new development commensurate with the level of impact being created.

**Table 4.6 – Regional Highway System Measures of Performance
(2018 Existing and 2045 No-Build Scenarios to 2045 TUMF Build Scenario)**

Measure of Performance*	Peak Periods (Total)		
	2018 Existing	2045 No-Build	2045 Build
VMT - Total ALL FACILITIES	23,284,724	29,897,254	30,160,328
VMT - FREEWAYS	13,514,522	15,490,284	15,418,548
VMT - ALL ARTERIALS	9,770,202	14,406,970	14,741,781
TOTAL - TUMF ARTERIAL VMT	6,216,985	8,597,200	9,096,417
VHT - TOTAL ALL FACILITIES	541,350	915,439	895,725
VHT - FREEWAYS	263,792	399,128	388,847
VHT - ALL ARTERIALS	277,558	516,311	506,878
TOTAL TUMF ARTERIAL VHT	174,455	320,869	321,062
VHD - TOTAL ALL FACILITIES	108,900	338,056	313,288
VHD - FREEWAYS	66,156	170,649	161,528
VHD - ALL ARTERIALS	42,745	167,407	151,760
TOTAL TUMF ARTERIAL VHD	33,249	124,863	114,451
VMT LOS E - TOTAL ALL FACILITIES	5,605,070	13,369,483	12,788,016
VMT LOS E - FREEWAYS	4,725,471	9,316,891	9,115,937
VMT LOS E & F - ALL ARTERIALS	879,599	4,052,592	3,672,079
TOTAL TUMF ARTERIAL VMT w/ LOS E or worse	765,782	3,184,133	2,929,288
% of TUMF ARTERIAL VMT w/ LOS E or worse	12%	37%	32%

* Source: RivCoM 2018 base network and SCAG 2020 RTP/SCS SED with updated 2021 arterial network as existing in December 2021 and RivCoM 2018 base network and SCAG 2020 RTP/SCS SED with updated 2021 arterial network plus future TUMF network projects.

NOTES:

Volume is adjusted by PCE factor

VMT = vehicle miles of travel (the total combined distance that all vehicles travel on the system)

VHT = vehicle hours of travel (the total combined time that all vehicles are traveling on the system)

VHD = vehicle hours of delay (the total combined time that all vehicles have been delayed on the system based on the difference between forecast travel time and free-flow (ideal) travel time)

LOS = level of service (based on forecast volume to capacity ratios).

LOS E or Worse was determined by V/C ratio that exceeds 0.9 thresholds as indicated in the Riverside County General Plan.

5.0 TUMF NEXUS ANALYSIS

The objective of this section is to evaluate and document the rational nexus (or reasonable relationship) between the proposed fee and the transportation system improvements it will be used to help fund. The analysis starts by documenting the correlation between future development and the need for transportation system improvements on the TUMF network to mitigate the cumulative regional impacts of this new development, followed by analysis of the nexus evaluation of the key components of the TUMF concept.

5.1 Future Development and the Need for Improvements

Previous sections of this report documented the projected population, household and employment growth in Western Riverside County, the expected increases in traffic congestion and travel delay, and the identification of the transportation system improvements that will serve these future inter-community travel demands. The following points coalesce this information in a synopsis of how the future growth relates to the need for improvements to the TUMF system.

- Western Riverside County is expected to continue growing.
Development in Western Riverside County is expected to continue at a robust rate of growth into the foreseeable future. Current projections estimate the population is projected to grow from a level of approximately 1.91 million in 2018 to a future level of about 2.53 million in 2045, while employment is projected to grow from a level of about 570,000 in 2018 to approximately 846,000 in 2045 (as shown in **Table 2.3**).
- Continuing growth will result in increasing congestion on arterial roadways.
Traffic congestion and delay on arterial roadways are projected to increase dramatically in the future (as shown in **Table 3.1**). Without improvements to the transportation system, congestion levels will grow rapidly and travelers will experience unacceptable travel conditions with slow travel speeds and lengthy delays.
- The future arterial roadway congestion is directly attributable to future development in Western Riverside County.
Traffic using arterial roadways within Western Riverside County is virtually all generated within or attracted to Western Riverside County, since longer-distance trips passing through the region typically use the freeway system, not arterial roadways. Therefore, the future recurring congestion problems on these roadways will be attributable to new trips that originate in, terminate in, or travel within Western Riverside County.
- Capacity improvements to the transportation system will be needed to alleviate the future congestion caused by new development.
To maintain transportation service closer to current levels of efficiency, capacity enhancements will need to be made to the arterial roadway system. These enhancements could include new or realigned roads, additional lanes on existing

roads, new or expanded bridges, new or upgraded freeway interchanges, grade separation of at-grade rail crossings, or the installation of new ITS to improve traffic flows. The completion of improvements to the arterial roadway system would enhance regional mobility and reduce the total peak period vehicles hours of travel (VHT) by over 2%, reduce peak period vehicle hours of delay (VHD) by over 7%, and reduce the share of traffic experiencing congestion in the peak periods by over 4% (as shown in **Table 4.6**). The specific needs and timing of implementation will depend on the location and rate of future development, so the specific improvements to be funded by the TUMF and their priority of implementation will be determined during future project programming activities as improvement needs unfold and as TUMF funds become available.

- Roads on the TUMF network are the facilities that merit improvement through this fee program.

The criteria used to identify roads for the TUMF network (future number of lanes, future traffic volume, future congestion level, and roadway function linking communities and activity centers and serving public transportation) were selected to ensure that these are the roadways that will serve inter-community travel and will require future improvement to alleviate congestion.

- Improvements to the public transportation system will be needed to provide adequate mobility for transit-dependent travelers and to provide an alternative to automobile travel.

Since a portion of the population does not own an automobile and depends on public transportation for mobility, public transportation infrastructure and service will need to be enhanced and expanded to ensure continued mobility for this segment of the population. In addition, improvements to the public transportation system will be required to ensure that transit service can function as a viable option for future new Western Riverside County residents and employees who choose to avoid congestion by using public transportation.

For the reasons cited above, it can be readily concluded that there is a rational nexus between the future need for transportation improvements on the TUMF system and the future development upon which the proposed TUMF would be levied. The following sections evaluate the rational nexus in relation to the system components and the types of uses upon which the fee is assessed.

5.2 Application of Fee to System Components

As noted in **Section 3.2**, the TUMF concept includes splitting the fee revenues between the backbone system of arterials, the secondary system of arterials, and the public transportation system. This section evaluates the travel demands to determine the rational nexus between the future travel demands and the use of the fee to fund improvements to the future system components.

The split of fee revenues between the backbone and secondary highway networks is related to the proportion of highway vehicle trips that are relatively local (between

adjacent communities) and longer distance (between more distant communities but still within Western Riverside County). To estimate a rational fee split between the respective networks, the future combined AM and PM peak period travel forecast estimates were aggregated to a matrix of trips between zones to show the percentage of trips that remain within each zone in relation to the volume that travels to the other zones. This analysis was completed using the Year 2045 No-Build scenario trip tables from RivCoM.

The first step in the analysis was to create a correspondence table between the TAZs in the model and the five WRCOG TUMF zones (i.e. Northwest, Southwest, Central, Hemet/San Jacinto and Pass). The TAZs were then compressed into six districts (the five WRCOG zones and one for the rest of the SCAG region).

Table 5.1 shows the estimated peak period vehicle trips within and between each of the zones. **Table 5.2** shows the percentage of peak period vehicle trips within and between the respective zones. **Appendix I** includes the detailed RivCoM outputs used to develop the regional trip distribution profile shown in **Table 5.1** and **5.2**.

Table 5.1 - 2045 No-Build Peak Period Vehicle Trips by WRCOG Zone

From \ To	Central	Hemet/San Jacinto	Northwest	Pass	Southwest	Outside WRCOG	TOTAL
Central	417,608	23,474	89,780	6,301	55,101	57,558	649,822
Hemet/San Jacinto	29,401	209,005	8,647	8,432	16,081	18,078	289,645
Northwest	58,578	2,684	743,234	2,687	11,032	196,041	1,014,257
Pass	8,068	7,585	6,114	110,385	908	32,334	165,395
Southwest	55,812	16,232	32,852	1,976	667,255	62,713	836,839
Outside WRCOG	33,907	7,574	192,712	24,490	33,867		292,550
TOTAL	603,375	266,554	1,073,340	154,271	784,244	366,724	3,248,507

Based on RivCoM Year 2045 No-Build scenario

Table 5.2 – 2045 No-Build Percent Peak Period Vehicle Trips By WRCOG Zone

From \ To	Central	Hemet/San Jacinto	Northwest	Pass	Southwest	Outside WRCOG	TOTAL
Central	64.3%	3.6%	13.8%	1.0%	8.5%	8.9%	100%
Hemet/San Jacinto	10.2%	72.2%	3.0%	2.9%	5.6%	6.2%	100%
Northwest	5.8%	0.3%	73.3%	0.3%	1.1%	19.3%	100%
Pass	4.9%	4.6%	3.7%	66.7%	0.5%	19.5%	100%
Southwest	6.7%	1.9%	3.9%	0.2%	79.7%	7.5%	100%

Based on RivCoM Year 2045 No-Build scenario

Table 5.3 summarizes the calculation of the split between the backbone and secondary highway networks as derived from the peak period trip values provided in **Table 5.1**. Peak period vehicle trips to and from areas outside Western Riverside County were subtracted from the calculation, on the presumption that most of their inter-regional travel would occur on the freeway system. Peak period trips between zones (regional) were assigned to the backbone network, since these trips are primarily served by the arterial roadways that provide connections between the zones. Peak period trips within zones (local) were split between the backbone network and the secondary network in proportion to their lane-miles, since roadways on both networks serve intra-zonal trips. The backbone network includes approximately 41.1% of the lane-miles on the future TUMF system, and the secondary network includes approximately 58.9% of the lane-miles.

The backbone network is therefore assigned all the inter-zonal peak period trips plus 41.1% of the intra-zonal peak period trips. The secondary network is assigned 58.9% of the intra-zonal peak period trips and none of the inter-zonal peak period trips. The overall result is that 51.1% of the regional travel is assigned to the backbone network and 48.9% is assigned to the secondary network.

Table 5.3 - Backbone-Secondary Network Share Calculation

Calculation Value Description	Input Values	Backbone Value	Backbone Share	Secondary Value	Secondary Share
Total Western Riverside County Peak Period Vehicle Trips	3,248,507				
Less Internal/External Peak Period Vehicle Trips	-659,273				
Total Peak Period Vehicle Trips Internal to Western Riverside County	2,589,234				
Peak Period Vehicle Trips Between TUMF Zones	441,747				
Peak Period Vehicle Trips Within TUMF Zones	2,147,487				
TUMF Future Network Lane-Miles	3,027.5	1,243.9	41.1%	1,783.6	58.9%
Peak Period Vehicle Trips Between TUMF Zones	441,747	441,747	100.0%	0	0.0%
Peak Period Vehicle Trips Within TUMF Zones (as share of intra-zonal trips)	2,147,487	882,332	41.1%	1,265,155	58.9%
Total Peak Period Vehicle Trips Assigned	2,589,234	1,324,079	51.1%	1,265,155	48.9%

Based on RivCoM Year 2045 No-Build scenario; TUMF Nexus Study Exhibit H-1

5.3 Application of Fee to Residential and Non-Residential Developments

In order to establish the approximate proportionality of the future traffic impacts associated with new residential development and new non-residential development, the growth in daily VMT between the 2018 Existing and 2045 No-Build Scenarios from RivCoM were aggregated by trip purpose. RivCoM produces person trips (irrespective of mode choice) on the basis of five trip purposes: home-based-work (HBW), home-based-other (HBO), home-based-school (HBSC), non-home-based (NHB), and home-based-university (HBU).

NCHRP Report #187 Quick Response Urban Travel Estimation Techniques and Transferable Parameters User's Guide (Transportation Research Board, 1978) details operational travel estimation techniques that are universally used for the travel demand modeling. Chapter 2 of this report, which details trip generation estimation, states that "HBW (Home Based Work) and HBNW (Home Based Non-Work) trips are generated at the households, whereas the NHB (Non-Home Based) trips are generated elsewhere." In accordance with NCHRP Report #187, growth in daily VMT was aggregated into home-based growth in daily VMT (combining the four home-based purposes: HBW, HBO, HBSC and HBU) and non-home-based growth in daily VMT. The home-based growth in daily VMT represents 77.7% of the total future growth in daily VMT and the non-home-based growth in daily VMT represent 22.3% of the total future growth in daily VMT, as shown in **Table 5.4**. **Appendix J** includes the RivCoM outputs used to develop the trip purpose summary in **Table 5.4**.

Table 5.4 - Daily VMT Growth by Trip Purpose for Western Riverside County (2018 - 2045)

VEHICLE TRIP PURPOSE	2018 EXISTING DAILY VMT	2045 NO-BUILD DAILY VMT	DAILY VMT GROWTH	DAILY VMT GROWTH SHARE
Home-Based-Work	81,121,525	98,818,811	17,697,286	31.8%
Home-Based-Other	114,840,696	138,710,519	23,869,822	42.9%
Home-Based-School (K-12)	8,592,941	9,230,272	637,331	1.1%
Non-Home-Based	61,534,566	73,907,099	12,372,533	22.3%
Home-Based-University	5,377,197	6,400,662	1,023,465	1.8%
TOTAL	271,466,925	327,067,363	55,600,437	100.00%
Home-Based Trips (Residential Uses)			43,227,904	77.7%
Non-Home-Based Trips (Non-Residential Uses)			12,372,533	22.3%

Based on RivCoM Year 2018 Existing Scenario, November 2023 and RivCoM Year 2045 No Build Scenario, November 2023

6.0 FAIR-SHARE FEE CALCULATION

The fee amounts, by type of development, that are justified to mitigate the cumulative regional impacts of new development on transportation facilities in Western Riverside County are quantified in this section. The total cost of improving the TUMF system is \$5.2 billion. Existing funding obligated for improvements to the TUMF system totals \$277.3 million while unfunded improvement needs generated by existing development represent \$650.9 million of the total cost. The balance of the unfunded TUMF system improvement needs is \$4.3 billion which is the maximum value attributable to the mitigation of the cumulative regional transportation impacts of future new development in the WRCOG region, and will be captured through the TUMF Program. By levying the uniform fee directly on future new developments (and indirectly on new residents and new employees to Western Riverside County), these transportation system users are assigned their “fair share” of the costs to address the cumulative impacts of additional traffic they will generate on the regional transportation system.

Of the \$4.3 billion in unfunded future improvement needs, 77.7% (\$3.3 billion) will be assigned to future new residential development and 22.3% (\$958.3 million) will be assigned to future new non-residential development.

6.1 Residential Fees

The portion of the unfunded future improvement cost allocable to new residential development through the TUMF is \$3.3 billion. Since this future transportation system improvement need is generated by new residential development anticipated through the Year 2045, the fee will be spread between the residential developments projected to be constructed between 2018 and 2045. The projected residential growth from year 2018 to 2045 is 257,826 households (or dwelling units) as is indicated in **Table 2.3**.

Different household types generate different numbers of trips. To reflect the difference in trip generation between lower density “single-family” dwelling units and higher density “multi-family” dwelling units, the TUMF was weighted based on the respective trip generation rates of these different dwelling unit types. For the purposes of the TUMF Program, single family dwelling units are those housing units with a density of less than 8 units per acre while multi-family units are those with a density of 8 or more units per acre. According to the SCAG 2020 RTP/SCS forecasts included in **Table 2.3** and **Appendix B**, single family dwelling units (including mobile homes) are forecast to constitute 65.0% of the growth in residential dwelling units in the region between 2018 and 2045.

Data provided in the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition (2021) show that, on average, single-family dwelling units generate 0.99 vehicle trips per dwelling unit per hour in the PM peak hour, whereas apartments, condominiums and townhouses (considered to be representative of higher density multi-family dwelling units) generate a median of 0.50 vehicle trips per unit per hour in the PM peak hour. The growth in dwelling units for single-family and multi-family, respectively, were multiplied by the corresponding trip generation rates to determine

the weighted proportion of the change in trips attributable to each use type as the basis for determining the per unit fee required to levy the necessary \$3.3 billion to mitigate the cumulative regional transportation impacts of future new residential development. **Table 6.1** summarizes the calculation of the fee for single-family and multi-family dwelling units. **Appendix K** includes worksheets detailing the calculation of the residential (and non-residential) TUMF for Western Riverside County.

Table 6.1 - Fee Calculation for Residential Share

Residential Sector	2018 Dwelling Units	2045 Dwelling Units	Dwelling Unit Change	Trip Generation Rate	Trip Change	Percentage of Trip Change	Fee/DU
Single-Family	397,407	564,898	167,491	0.99	165,816	78.6%	\$15,668
Multi-Family	157,166	247,501	90,335	0.50	45,168	21.4%	\$7,913
Total	554,573	812,399	257,826		210,984	100.0%	

Household data based on SCAG 2020 RTP/SCS;
 Trip Generation based on ITE Trip Generation (2021).

6.2 Non-Residential Fees

The portion of the unfunded future improvement cost allocable to new non-residential development through the TUMF is \$958.3 million. Estimates of employment by sector were obtained from the SCAG 2020 RTP/SCS socioeconomic data included in **Table 2.3** and **Appendix B**. From the 2045 employment forecast, the amount of employee growth in each sector was calculated. The employment figures were then translated into square footage of new development using typical ratios of square feet per employee derived from four sources including: Cordoba Corporation/Parsons Brinckerhoff Quade and Douglas (PBQD), Land Use Density Conversion Factors For Long Range Corridor Study San Bernardino and Riverside Counties, August 20, 1990; Orange County Transportation Authority (OCTA), Orange County Subarea Model Guidelines Manual, June 2001; SCAG, Employment Density Study, October 31, 2001; and the County of Riverside, General Plan, as amended December 15, 2015. Worksheets showing the development of the TUMF employee conversion factors and the application of the conversion factors to calculate the square footage of future new non-residential development in Western Riverside County are included in **Appendix L**.

To account for the differences in trip generation between various types of non-residential uses, the new non-residential development was weighted by trip generation rate for each sector. Typical trip generation rates per employee were obtained from the Institute of Transportation Engineers (ITE) Trip Generation – 11th Edition (2021), and were weighted based on a calculated value of trips per employee as derived from the employee conversion factors and ITE typical trip generation rates per square foot of development, before being assigned to the non-residential categories as follows: Industrial – 0.6 PM peak hour trips per employee, Retail – 1.8 PM peak hour trips per employee, Service – 1.2 PM peak hour trips per employee, and Government/Public –

2.1 PM peak hour trips per employee¹². These rates were applied to the employment growth in each sector to determine the relative contribution of each sector to new trip-making, and the \$958.3 million was then allocated among the non-residential categories on the basis of the percentage of new trips added. This proportionate non-residential fee share by sector was then divided by the estimated square footage of future new development to obtain the rate per square foot for each type of use. The calculation of the non-residential fee by sector is shown in **Table 6.2**.

Table 6.2 - Fee Calculation for Non-Residential Share

Non-Residential Sector	Employment Change	Trip Generation Rate per Employee	Trip Change	Percentage of Trip Change	Change in Square Feet of Gross Floor Area	Fee/SF
Industrial	76,581	0.6	45,949	15.1%	61,489,565	\$2.36
Retail	13,115	1.8	23,607	7.8%	6,557,500	\$11.35
Service	174,255	1.2	209,106	68.8%	66,735,957	\$9.88
Government/Public	12,071	2.1	25,349	8.3%	3,420,665	\$23.36
Total	276,022		304,011	100.0%	138,203,688	

Employment Change data based on SCAG 2020 RTP/SCS; Trip Generation based on ITE (2021); Change in Square Feet conversion factor based on Cordoba (1990), OCTA (2001), SCAG (2001) and County of Riverside (2015).



¹² The median trip generation rate for 'Retail' and 'Service' was reduced to reflect the influence of pass-by trips using the weekday PM peak median pass-by trip rate for trip uses as derived from the ITE Trip Generation Manual (11th Edition) (September 2021).

7.0 CONCLUSIONS

Based on the results of the Nexus Study evaluation, there is reasonable relationship between the cumulative regional transportation impacts of new land development projects in Western Riverside County and the need to mitigate these transportation impacts using funds levied through the ongoing TUMF Program. Factors that reflect this reasonable relationship include:

- Western Riverside County is expected to continue growing because of future new development.
- Continuing new growth will result in increasing congestion on arterial roadways.
- The future arterial roadway congestion is directly attributable to the cumulative regional transportation impacts of future development in Western Riverside County.
- Capacity improvements to the transportation system will be needed to mitigate the cumulative regional impacts of new development.
- Roads on the TUMF network are the facilities that merit improvement through this fee program.
- Improvements to the public transportation system will be needed to provide adequate mobility for transit-dependent travelers and to provide an alternative to automobile travel.

The Nexus Study evaluation has established a proportional “fair share” of the improvement cost attributable to new development based on the impacts of existing development and the availability of obligated funding through traditional sources. Furthermore, the Nexus Study evaluation has divided the fair share of the cost to mitigate the cumulative regional impacts of future new development in Western Riverside County in rough proportionality to the cumulative impacts of future residential and non-residential development in the region. The respective fee allocable to future new residential and non-residential development in Western Riverside County is summarized for differing use types in **Table 7.1**.

Table 7.1 - Transportation Uniform Mitigation Fee for Western Riverside County

Land Use Type	Units	Development Change	Fee Per Unit	Total Revenue (\$ million)
Single Family Residential	DU	167,491	\$15,668	\$2,624.3
Multi Family Residential	DU	90,335	\$7,913	\$714.8
Industrial	SF GFA	61,489,565	\$2.36	\$144.8
Retail	SF GFA	6,557,500	\$11.35	\$74.4
Service	SF GFA	66,735,957	\$9.88	\$659.2
Government/Public	SF GFA	3,420,665	\$23.36	\$79.9
MAXIMUM TUMF VALUE				\$4,297.5

8.0 APPENDICES

The following Appendices incorporate the extent of materials used to support the development of the WRCOG TUMF Nexus Study and, where appropriate, specifically the 2024 Update. The respective Appendices also incorporate an explanation of the methodology and assumptions used to develop the various elements of the Nexus Study.

These Appendices represent a compilation of materials derived from a variety of technical resources. Each of the following Appendices relate to the development of a specific element of the Nexus Study. These Appendices are as follows:

Appendix A - List of TUMF Committees

Appendix B - Western Riverside County Population and Employment Growth 2018 – 2045

Appendix C - Western Riverside County Traffic Growth 2018 – 2045

Appendix D - Western Riverside County Transit System Ridership 2018 – 2045

Appendix E - Western Riverside County Regional System of Highways and Arterials Performance Measures

Appendix F - TUMF Network Cost Assumptions

Appendix G - TUMF 2024 Program Update Disposition of Network Change Requests

Appendix H - TUMF Network Cost Estimate and Evaluation

Appendix I - Western Riverside County Regional Trip Distribution

Appendix J - Western Riverside County Regional Trip Purpose

Appendix K - Residential Fee Calculation

Appendix L - Non-Residential Fee Calculation



Western Riverside Council of Governments Administration & Finance Committee

Staff Report

Subject: Request for Proposals regarding WRCOG General Legal Services
Contact: Dr. Kurt Wilson, Executive Director, kwilson@wrcog.us, (951) 405-6701
Date: April 10, 2024

Recommended Action(s):

1. Direct the Executive Director to issue a Legal Services Request for Proposal as recommended by the Legal Services Ad Hoc Committee.

Summary:

WRCOG currently uses contract legal services for General Counsel, Human Resources, HERO litigation, PACE financing, etc. While other contracts and personnel fall under the supervision of the Executive Director, General Counsel services are exclusively overseen by the Executive Committee. Chair Barajas appointed a Legal Services Ad Hoc Committee to review the current General Legal Services agreement and provide recommendations on how the services should be addressed. The Ad Hoc Committee evaluated the agreement and is recommending the release of the attached Request for Proposals (RFP) for legal services to maintain consistency with the time limits applied to other Agency agreements and ensure the Agency continues to receive services at a market-competitive rate.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to ensure that WRCOG is receiving the most cost-effective legal services, which aligns with WRCOG's 2022-2027 Strategic Plan Goal #3 (Ensure fiscal solvency and stability of the Western Riverside Council of Governments).

Discussion:

Background

Chair Barajas appointed an Ad Hoc Committee consisting of the following members:

- Mike Lara, City of Beaumont (Chair)
- Kevin Bash, City of Norco
- Joseph Morabito, City of Wildomar
- Kevin Jeffries, County, District 1

General Counsel services are provided on a fee-for-service basis based on a contract that began in

2003. The initial engagement began when the current firm was retained to assist WRCOG with TUMF-related litigation and was then expanded to include General Counsel services for the Agency in 2005. Those services were later expanded to include Human Resources, PACE legal, HERO litigation, and other services. The firm remains the sole provider for General Counsel, PACE legal, and HERO litigation services; however, PACE legal services were separated from the General Counsel role in 2022 and are now provided under a separate agreement. A copy of BBK's initial agreement to support WRCOG in TUMF litigation is provided (Attachment 1), the General Counsel agreement (Attachment 2), and the PACE Legal Services agreement (Attachment 3) are all provided. A list of all current WRCOG contracts and agreements are provided as Attachment 4 for reference.

As part of the evaluation process, the Ad Hoc Committee considered several options, including:

1. Maintain status quo with the current evergreen legal services agreement.
2. Retain existing legal services vendor but consider changes to the delivery methods or providers.
3. Issue a Request for Proposals to ensure a market-competitive level and rate of services.
4. Continue with a contract provider or consider an in-house provider.
5. Compare level of engagement compared to peer agencies.

The Ad Hoc Committee considered factors such as the benefits and cost savings associated with institutional knowledge of existing provider, length of time since the agreement was subject to a competitive process, scope of services provided today compared to the initial scope, comparisons to similar agencies' process for securing legal services, etc.

A survey of peer agencies revealed a wide range of options. Some utilize the services of in-house counsel which sometimes performs a dual management function in agencies with major staffing vacancies. Most use contract legal services. Some use General Counsel for Human Resources and litigation while others separate those functions from the General Counsel role. Some agencies have General Counsel participate in-person and others limit participation to virtual options. Some agencies invite participation at all or most meetings that include elected officials or the equivalent of WRCOG's Technical Advisory Committee meetings, and others only invite participation when a particular legal issue is anticipated. Several peer agencies pay a flat fee for routine items like resolutions, Brown Act questions, agenda review, contract drafting and review, etc., and only incur hourly costs for non-routine items. Some peer agencies made recent changes based on live conflict of interest issues involving the agency. Results from this survey are provided as Attachment 5.

After discussing the options, the Ad Hoc Committee recommended issuing an RFP that allowed respondents to propose contract or in-house services, combine or separate the various roles (i.e., General Counsel and Human Resources, etc.), and hourly or retainer fee options. A key element of this RFP is that it specifically excludes the following service areas:

- TUMF Program support (could be provided under current agreement or WRCOG could develop a new agreement for these services)
- TUMF Program litigation (could be provided under current agreement or WRCOG could develop a new agreement for these services)
- PACE Program support (separate agreement already in place)
- PACE Program litigation support (separate agreement already in place)

If directed, the Executive Director will release the RFP and convene the Ad Hoc Committee to review the

results. The recommendation would be considered by the Administration & Finance Committee and would require the approval of the Executive Committee.

A copy of the Draft RFP is provided as Attachment 6.

The Administration & Finance Committee is being asked to recommend to the Executive Committee that it authorize the Executive Director to release the Legal Services RFP.

Prior Action(s):

None.

Financial Summary:

Currently, BBK provides services to WRCOG on an hourly basis, varying on the level of staff required (Partners, Senior Associates, Paralegals, etc.), subject to an increase on an annual basis based on the consumer price index. The HERO Program is billed differently, which has a fee structure based on the number of outstanding assessments and prepayments during the year.

The RFP currently has a budget based on WRCOG's existing budget for legal services, which is \$200,000 for General Counsel and \$25,000 for HR-related services; however, the proposals and final selection of WRCOG's legal service provider(s) will ultimately determine the fiscal impact related to this item.

Attachment(s):

[Attachment 1 - WRCOG 2003 Agreement with BBK](#)

[Attachment 2 - WRCOG 2005 General Counsel Agreement with BBK](#)

[Attachment 3 - PSA with BB&K regarding PACE Legal Services](#)

[Attachment 4 - List of WRCOG Contracts and Agreements](#)

[Attachment 5- Peer Agency Review](#)

[Attachment 6- Draft RFP.pdf](#)

Attachment

WRCOG 2003 Agreement with BBK

BEST BEST & KRIEGER LLP

A CALIFORNIA LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

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BBKLAW.COM

SAN DIEGO
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ORANGE COUNTY
(949) 263-2600
SACRAMENTO
(916) 325-4000

March 26, 2003

Mr. Rick Bishop, Executive Director
Western Riverside Council of Governments
4080 Lemon Street, 3rd Floor
Riverside, California 92501-3679

Re: Barratt American Lawsuit

Dear Mr. Bishop:

ABOUT OUR REPRESENTATION

Best Best & Krieger LLP is pleased to represent Western Riverside Council of Governments ("WRCOG") to defend the lawsuit brought by Barratt American challenging the County of Riverside Transportation Mitigation Fee Ordinance ("TUMF"). We understand that WRCOG has accepted the County of Riverside's tender of defense of the lawsuit, and that WRCOG has requested my Firm to defend the County in this matter. By separate agreement, we have also been retained by the County of Riverside to represent them in this matter, provided that WRCOG will be solely responsible for payment of our fees incurred in the defense of the suit. This letter constitutes our agreement setting forth the terms of our representation.

CONFIDENTIALITY AND ABSENCE OF CONFLICTS

An attorney-client relationship requires mutual trust between the client and the attorney. It is understood that communications exclusively between counsel and the client are confidential and protected by the attorney-client privilege.

We have checked the following names against our client index: Barratt American, Western Riverside Council of Governments ("WRCOG") and the County of Riverside. Based on that check, we can represent WRCOG and the County of Riverside. Please review the list to see if any other persons or entities should be included. If you do not tell us to the contrary, we will assume that this list is complete and accurate. We request that you update this list for us if there are any changes in the future.

RVPUB\SCD\649682

LAW OFFICES OF
BEST BEST & KRIEGER LLP

Mr. Rick Bishop
Western Riverside Council of Governments
March 26, 2003
Page 2

In addition, you are aware that we represent the Riverside County Transportation Commission. We understand that Western Riverside Council of Governments has legal counsel advise you on matters related to the administration of the TUMF. For this reason, our representation of Western Riverside Council of Governments and the County of Riverside is limited to defending the lawsuit brought by Barratt American. We will continue to represent the Riverside County Transportation Commission on other matters related to the TUMF. In this regards, we have included as an exhibit a conflict statement, which is incorporated herein.

YOUR OBLIGATIONS ABOUT FEES AND BILLINGS

We have already discussed with you the fee arrangement. The current billing rate for attorneys on this matter will be \$225 per hour. We will not bill more than \$30,000 for attorney time on this matter without your approval. Please note that we anticipate that full defense of this matter will exceed this amount.

The billing rates for others are described in the memorandum attached to this letter. It also describes the other aspects of our firm's billing policies. You should consider this memorandum part of this agreement as it binds both of us. For that reason, you should read it carefully.

INSURANCE

We understand that you are not now insured or have any insurance that may cover potential liability or attorneys' fees in this case. If you think you may have such insurance, please notify me immediately.

NEW MATTERS

When we are engaged by a new client on a particular matter, we are often later asked to work on additional matters. You should know that such new matters will be the subject of a new signed supplement to this agreement. Similarly, this agreement does not cover and is not a commitment by either of us that we will undertake any appeals or collection procedures. Any such future work would also have to be agreed upon in a signed supplement.

LAW OFFICES OF
BEST BEST & KRIEGER LLP

Mr. Rick Bishop
Western Riverside Council of Governments
March 26, 2003
Page 3

CIVILITY IN LITIGATION

In litigation, courtesy is customarily honored with opposing counsel, such as extensions to file pleadings or responses to other deadlines. In our experience, the reciprocal extension of such courtesies saves our clients' time and money. By signing this letter you will be confirming your approval of this practice in your case.

HOW THIS AGREEMENT MAY BE TERMINATED

You, of course, have the right to end our services at any time. If you do so, you will be responsible for the payment of fees and costs accrued but not yet paid, plus reasonable fees and costs in transferring the case to you or your new counsel. By the same token, we reserve the right to terminate our services to you upon written notice, order of the court, or in accordance with our attached memorandum. This could happen if you fail to pay our fees and costs as agreed, fail to cooperate with us in this matter, or if we determine we cannot continue to represent you for ethical or practical concerns.

CLIENT FILE

If you do not request the return of your file, we will retain your file for five years. After five years, we may have your file destroyed. If you would like your file maintained for more than five years or returned, you must make separate arrangements with us.

THANK YOU

On a personal note, we are pleased that you have selected Best Best & Krieger LLP to represent you. We look forward to a long and valued relationship with you and appreciate your confidence in selecting us to represent you in this case. If you have any questions at any time about our services or billings, please do not hesitate to call me.

LAW OFFICES OF
BEST BEST & KRIEGER LLP

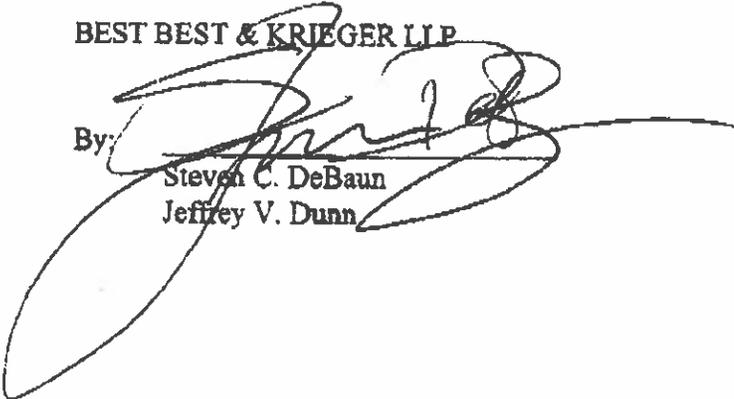
Mr. Rick Bishop
Western Riverside Council of Governments
March 26, 2003
Page 4

If this letter meets with your approval, please sign and date it, and return the original to us. Unless you sign, date and return the original by April 15, 2003, we will not represent you in any capacity, and we will assume that you have made other arrangements for legal representation. In addition, by signing this letter, you are acknowledging the full disclosure in compliance with Section 3-310 of the California Rules of Professional Conduct as set forth in Attachment "A". We have enclosed a separate signed copy of this letter for your records.

Very truly yours,

BEST BEST & KRIEGER LLP

By:


Steven C. DeBaun
Jeffrey V. Dunn

GT/kjb
Enclosure

AGREED AND ACCEPTED:

By: Rick Bishop

Dated: 04-14-03

cc: Joe Rank
Joe Aklufi

BEST BEST & KRIEGER LLP'S BILLING POLICIES

Our century of experience has shown that the attorney-client relationship works best when there is mutual understanding about fees, expenses, billing and payment terms. Therefore, this statement is intended to explain our billing policies and procedures. Clients are encouraged to discuss with us any questions they have about these policies and procedures. Clients may direct specific questions about a bill to the attorney with whom the client works or to Judy Ismael of our Accounting Department. Any specific billing arrangements different from those set forth below will be confirmed in a separate written agreement between the client and the firm.

Fees for Professional Services

Unless a flat fee is set forth in our engagement letter with a client, our fees for the legal work we will undertake will be based in substantial part on time spent by personnel in our office on that client's behalf. In special circumstances which will be discussed with the client and agreed upon in writing, fees will be based upon the novelty or difficulty of the matter, or the time or other special limitations imposed by the client.

Hourly rates are set to reflect the skill and experience of the attorney or other legal personnel rendering services on the client's behalf. Time is accrued on an incremental basis for such matters as telephone calls (minimum .3 hour) and letters (minimum .5 hour), and on an actual basis for all other work. Our attorneys are currently billed at rates from \$125 to \$350 per hour, and our paralegals and law clerks are billed at rates from \$95 to \$160 per hour. These hourly rates are reviewed annually to accommodate rising firm costs and to reflect changes in attorney status as lawyers attain new levels of legal experience. Any increases resulting from such reviews will be instituted automatically and will apply to each affected client, after advance notice.

Fees For Other Services, Costs and Expenses

We attempt to serve all our clients with the most effective support systems available. Therefore, in addition to fees for professional legal services, we also charge separately for some other services and expenses to the extent of their use by individual clients. These charges include but are not limited to, mileage at the rate of \$.36 per mile, extraordinary telephone and document delivery charges, copying charges, computerized research, court filing fees and other court-related expenditures including court report and transcription fees. No separate charge is made for secretarial or word processing services; those costs are included within the above hourly rates.

We may need to advance costs and incur expenses on your behalf on an ongoing basis. These items are separate and apart from attorneys' fees and, as they are out-of-pocket charges, we need to have sufficient funds on hand from you to pay them when due. We will advise the client from time to time when we expect items of significant cost to be incurred, and it is required that the client send us advances to cover those costs before they are due.

Monthly Invoices and Payment

Best Best & Krieger LLP provides our clients with monthly invoices for legal services performed and expenses incurred. Invoices are due and payable upon receipt.

Each monthly invoice reflects both professional and other fees for services rendered through the end of the prior month, as well as expenses incurred on the client's behalf that have been processed by the end of the prior month. Processing of some expenses is delayed until the next month and billed thereafter.

Our fees are not contingent upon any aspect of the matter and are due upon receipt. All billings are due and payable within ten days of presentation unless the full amount is covered by the balance of an advance held in our trust account. If a bill is not paid within 30 days, a late charge of one percent per month on the unpaid invoice shall be added to the balance owed, commencing with the next statement and continuing until paid.

It is our policy to treat every question about a bill promptly and fairly. It is also our policy that if a client does not pay an invoice within 60 days of mailing, we assume the client is, for whatever reason, refusing to pay. We will then advise the client by letter that the client may pay the invoice within 14 days or the firm will take appropriate steps to withdraw as attorney of record. If the delay is caused by a problem in the invoice, we must rely upon the client to raise that with us during the 14-day period. This same policy applies to fee arrangements which require the client to replenish fee deposits or make deposits for anticipated costs.

From time to time clients have questions about the format of the bill or description of work performed. If you have any such questions, please ask them when you receive the bill so we may address them on a current basis.

Changes in Fee Arrangements and Budgets

It may be necessary under certain circumstances for a client to increase the size of required advances for fees after the commencement of our engagement and depending upon the scope of the work. For example, prior to a protracted trial or hearing, the firm may require a further advance payment to the firm's trust account sufficient to cover expected fees. Any such changes in fee arrangements will be discussed with the client and mutually agreed in writing.

Because of the uncertainties involved, any estimates of anticipated fees that we provide at the request of a client for budgeting purposes, or otherwise, can only be an approximation of potential fees.

BEST BEST & KRIEGER LLP

CONFLICT STATEMENT REGARDING TUMF

Western Riverside Council of Governments and the County of Riverside have requested us to represent them in the defense of the Barratt American lawsuit challenging the TUMF. However, we also represent the Riverside County Transportation Commission in issues related to the administration of the TUMF. Accordingly, we have to inform you about our representation of our other clients, discuss with you the potential impact of our representation and obtain your informed written consent.

RULES OF PROFESSIONAL CONDUCT

Rule 3-310 of the California Rules of Professional Conduct provides in pertinent part:

- (C) A member [of the Bar] shall not, without the informed written consent of each client:
- (1) Accept representation of more than one client in a matter in which the interests of the clients potentially conflict; or
 - (2) Accept or continue representation of more than one client in a matter in which the interests of the clients actually conflict; or
 - (3) Represent a client in a matter and at the same time in a separate matter accept as a client a person or entity whose interest in the first matter is adverse to the client in the first matter.
- (D) A member who represents two or more clients shall not enter into an aggregate settlement of the claims of or against the clients without the informed written consent of each client.

ADVERSE CONSEQUENCES

We are obliged to inform you of any actual or reasonably foreseeable adverse effects of this representation. In this case, the Western Riverside Council of Governments, the Riverside County Transportation Commission and the County of Riverside share a common interest in defending the lawsuit brought by Barratt American. In the course of our representation of Western Riverside Council of Governments on this matter, it is possible that we will receive information in the course of our representation that may relate to the administration of the TUMF.

Marilyn K. Adoptante

From: Melissa Griffin
Sent: Wednesday, February 23, 2005 3:33 PM
To: Marilyn K. Adoptante
Subject: new matters

The following have been opened for Western Riverside Council of Governments:

20323.05 Interim General Counsel
20323.100 Personnel
20323.101 adv. Huynh, Phuc "David"

Attachment

WRCOG 2005 General Counsel
Agreement with BBK

BEST BEST & KRIEGER LLP

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ORANGE COUNTY
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SACRAMENTO
(916) 325-4000

STEVEN C. DEBAUN

STEVEN.DEBAUN@BBKLAW.COM

March 8, 2005

Rick Bishop, Executive Director
Western Riverside Council of Governments
4080 Lemon Street, 3rd Floor
Riverside, CA 92501-3679

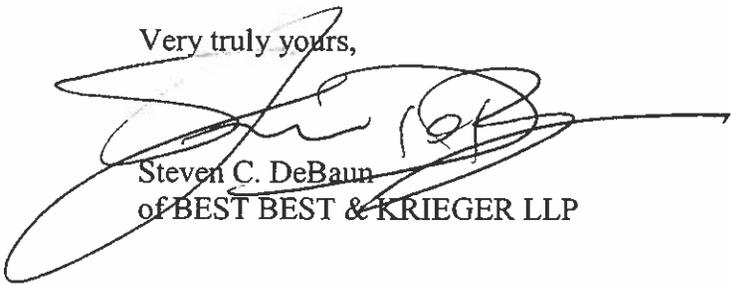
Re: Service as WRCOG Legal Counsel

Dear Mr. Bishop:

Pursuant to our conversation, I have prepared this amendment to our existing retainer agreement dated March 26, 2003, as amended. Under this amended retainer agreement, Best Best & Krieger LLP would provide general legal services to the Western Riverside Council of Governments. As legal counsel, we would attend WRCOG board and committee meetings, and render legal advice and perform such research and other duties as are assigned from time to time by the WRCOG board, committees, officers or executive staff. The terms of our representation will remain as set forth in the March 26, 2003 retainer agreement, as amended.

We appreciate this opportunity to work with your Board and staff on the important goals and responsibilities of the Western Riverside Council of Governments.

Very truly yours,



Steven C. DeBaun
of BEST BEST & KRIEGER LLP

AGREED TO BY:


Executive Director

SCD:mka

Attachment

PACE Legal Services Agreement

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

1. PARTIES AND DATE.

This Agreement is made and entered into this 1st day of January, 2022, by and between the Western Riverside Council of Governments, a California public agency (“WRCOG”), and Best Best & Krieger LLC., a bond, disclosure, and special counsel firm (“Consultant”). WRCOG and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by WRCOG on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional consulting services to support administrative services, legal advice and representation for WRCOG’s subregion HERO Program, the California HERO Program, Renew Financial Program and PACE Funding Program, is licensed in the State of California, and is familiar with the plans of WRCOG.

2.2 Project.

WRCOG desires to engage Consultant to render such professional services for the Administrative and Legal Services for PACE Programs (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from January 1, 2022 to June 30, 2024, with no more than two options to renew or amend unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

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

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

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

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

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

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

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

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

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

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

3.2.10 Insurance.

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

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

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1

(any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

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

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors, or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

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

(A) General Liability.

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

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

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

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

(B) Automobile Liability.

(i) The automobile liability policy shall be endorsed to state that: (1) WRCOG, its Directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired, or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects WRCOG, its Directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by WRCOG, its Directors, officials, officers, employees, agents, and volunteers shall be in excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. Extra Work may be authorized, as described below, and, if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and advise if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. WRCOG shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request, and post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify, and hold WRCOG, its Directors, officials, officers, employees, volunteers, and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

**Consultant: Best Best & Krieger LLP
3390 University Avenue, 5th Floor
Riverside, CA 92502
Attn: Mrunal Mehta Shah, Partner**

**WRCOG: Western Riverside Council of Governments
3390 University Avenue, Suite 200
Riverside, CA 92501
Attn: Casey Dailey, Director of Energy and Environmental
Programs**

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

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

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

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

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

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

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

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

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

3.5.6 Indemnification. Consultant shall defend, indemnify, and hold WRCOG, its Directors, officials, officers, consultants, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out

of or incident to any alleged acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors, arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense, and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against WRCOG, its Directors, officials, officers, consultants, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against WRCOG or its Directors, officials, officers, consultants, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse WRCOG and its Directors, officials, officers, consultants, employees, agents, or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by WRCOG, its Directors, officials, officers, consultants, employees, agents, or volunteers. This section shall survive any expiration or termination of this Agreement. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

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

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

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

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

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

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

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

ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

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

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

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

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

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

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

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

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

3.6 Subcontracting.

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

[SIGNATURES ON FOLLOWING PAGE]

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

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

BEST BEST & KRIEGER LLC

By: _____

By: _____

Title: Executive Director

Title: Partner

ATTEST:

By: _____

Its: _____

*A corporation requires the signatures of two corporate officers.

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

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

EXHIBIT "A"

SCOPE AND SCHEDULE OF SERVICES

	Residential (annual)	Commercial (annual)	Annual hourly totals
1. Store and maintain the original transcripts for all bonds issued by WRCOG for its PACE Program.	120	50	170
2. Review incoming prepayments and prepare addenda to Notice of Assessment/Payment of Contractual Assessment Required (NOA/PCAR) in the event of the prepayment of assessments, in whole or in part; provide copies of recorded documents and a summary of assessment administrator's prepayment notifications.	2,520	10	2,530
3. Prepare releases to the NOA/PCAR as requested by property owners to clear title on properties for which the assessment liens have matured.	240	n/a	240
4. Review incoming invoices from Trustee, Assessment Administrator, and other participants in the ongoing administration of the PACE Programs and prepare requisitions and coordinate signatures and submission to Trustee.	312	10	322
5. Review and audit PACE Program fund payments; prepare requisitions for Trustee or transfer instructions for bond calls, as applicable.	84	10	94
6. Review incoming invoices and prepare requisitions for costs of issuance or administrative expenses including requisitioning for HERO Refund check fees, as applicable.	108	-	108
7. Respond to requests for recorded documents and provide copies when necessary.	240	15	255

8. In conjunction with the Legal Services described in clause 9 below, review incoming and background bankruptcy pleadings and file proofs of claims, if needed.	-	-	50
9. Prepare corrections to recorded documents (e.g., property descriptions, Assessment Parcel Numbers).	-	-	25
10. Prepare resolutions for annual levy and assist with coordination of placement of roll-on county tax rolls.	-	-	70
11. Attend WRCOG PACE Program calls on an as needed basis.			50
12. Prepare and provide WRCOG the prepayment lockbox transfers breakdown from Trustees.			180
13. Prepare and provide WRCOG HERO including Statewide full Release of Lien delivery list.			100
14. Review incoming delinquency reports, reports to the Trustee, and correspondence from Assessment Administrator on an as needed basis.	36	10	46
15. Provide any necessary PACE training to assist WRCOG staff with the Program.	-	-	25
Total Admin	3,660	605	4,265

EXHIBIT "B"

COMPENSATION BILLING RATES

\$4 per quarter per assessment with a minimum of \$15,000 per quarter; and

\$20 per prepayment per parcel.

The total estimated budget will vary annually based on the number of outstanding assessments and prepayments during such year.

Legal Services will be provided and billed on an hourly as follows:

- \$390 per hour for Partners and Of Counsel
- \$280 per hour for Senior Associates
- \$245 per hour for Junior Associates
- \$190 per hour for Senior Paralegal
- \$170 for Junior Paralegal and
- \$160 per hour for Closing Coordinator

The fee schedule above is effective implemented as of January 1, 2022. We are requesting this implementation date because our existing fee schedule is based upon a combination of receiving fees for the issuance of bonds for new residential assessments and some administrative fees.

Fees increase on every January 1, effective January 1, 2023 by the amount of the consumer price index.

Services rendered in connection with our role as bond counsel for WRCOG's commercial programs with connection with the issuance of bonds shall be provided per the fee schedule currently established by WRCOG. Following the issuance of bonds, ongoing services shall be provided at the hourly rate set forth herein.

Attachment

WRCOG Current Agreements and Contracts

Contractor / Consultant	Department / Program	Contract Number	Director	Project	Type of Agreement (PSA / On Call / MOU)	Summarized Scope of Work
AB Landscape	RCHCA	2022-16-0000-009	Brian Shomo		PSA	Weed abatement services
Alta Planning + Design	Trans / Planning	2022-65-1400-007	Chris Gray		On Call	On-call planning services specific to grant writing assistance.
Alternative Energy Systems Consulting, Inc. (AESC)	E&E	2023-80-2080-002	Casey Dailey	IREN	PSA	Broadly, I-REN anticipates needing an information technology solution and services
Altas Planning Solutions	Trans / Planning	2023-65-1400-002	Chris Gray		On Call	Altas Planning Solutions will be providing technical assistance to WRCOG and its member agencies
Baker Tilly (Formerly Management Partners)	Admin	2022-12-0000-006	Princess Hester	Fiscal	PSA	Supply the Fiscal Sustainability Plan services
Best Best & Kreiger LLP	PACE	2022-67-5000-001	Casey Dailey		PSA	Administrative and legal services for PACE Programs
Best Best Kreiger - General Legal	Admin	2003-12-0000-001	Chris Gray	Administration	PSA	General Counsel Representation
Blais & Associates	Trans / Planning	2022-65-1400-005	Chris Gray		On Call	Grant writing to WRCOG member agencies & grant research
Citrus Towers	Admin	2017-12-0000-001	Andrew Ruiz		PSA	Building Lease
CivicPlus LLC	E&E	2022-67-2080-001	Casey Dailey	IREN	PSA	I-REN Website Development
Conrado Group, Inc.	E&E	2023-67-5000-002	Casey Dailey	PACE	MOU	To implement and support MediaVault Plus contact center solution
Conservation Biology Institute	RCHCA	2020-16-0000-001	Brian Shomo	RCHCA	PSA	Implementation of Rangewide Mgmt & Monitoring Plan
David Tausig and Associates	E&E	2021-67-2104-006	Casey Dailey	PACE	PSA	Administration of assessment districts and bond sales
Doug Deuschman	RCHCA	2023-16-0000-001	Brian Shomo		PSA	Provide expertise and opinions in biological statistics to assist with developing the Rangewide Mgmt & Monitoring Plan
Estolano Advisors	E&E	2021-67-1010-001	Casey Dailey	Clean Cities	On Call	Stakeholder outreach engagement and EV grant writing
Fehr & Peers	Trans / Planning	2022-65-1400-004	Chris Gray		On Call	TUMF Support.
FNA California LLC	E&E	2023-67-5000-001	Casey Dailey	PACE	PSA	For the purchase and Sale of Assessment Installment Receivables of PACE delinquent
Frontier Energy, Inc.	E&E	2022-67-1400-003	Casey Dailey	IREN	PSA	I-REN Business Plan development
Frontier Energy, Inc.	E&E	2023-80-2080-003	Casey Dailey	IREN	PSA	Codes & Standard program implementer
GHD Inc.	Trans / Planning	2023-65-1148-002	Chris Gray		On Call	GHD Inc. will provide technical assistance to WRCOG and its member agencies on transportation planning
ICF Resources, LLC	E&E	2023-80-2080-004	Casey Dailey	IREN	PSA	I-REN Marketing and Communications
Kerns and West - Clean Cities	E&E	2021-80-1010-001	Casey Dailey	Clean Cities	On Call	DOE tasks, AQMD 2766, administrative functions
KTUA	Trans / Planning	2022-65-1400-008	Chris Gray		On Call	On-call planning services specific to grant writing assistance.
Lant & Fankhanel	Fiscal	2022-12-0000-012	Andrew Ruiz		PSA	Agency financial audit
Michael Baker International	Trans / Planning	2022-65-1400-001	Chris Gray	Solid Waste	On Call	Transportation and planning on call services.
MSW	E&E	2024-67-1038-001	Casey Dailey		PSA	Provide regional food rescue program assistance related to SB 1383 for the Cities of Juba and Yuba
National Community Renaissance	Trans / Planning	2022-65-1400-003	Chris Gray		On Call	Provide on-going/on-call assistance to WRCOG and its member agencies on Housing and Community Development
Peaks Advertising	E&E	2022-80-2056-002	Casey Dailey	PACE / Streetlights	PSA	Advertising campaign for Used Oil Outreach Hill
PEM Asset Management LLC	Trans / Planning	2022-65-1148-012	Andrew Ruiz		PSA	Investment management and advisory services for WRCOG
PlacesWorks Inc.	Trans / Planning	2022-65-1400-002	Chris Gray	Admin	On Call	Technical housing and planning assistance
Promell Media LLC	Admin	2022-12-0000-011	Kurt Wilson		On Call	On-Call Creative Agency Services
Riverside County Counsel	RCHCA	2019-16-0000-006	Brian Shomo	RCHCA	PSA	Legal Service
The Energy Coalition (TEC)	E&E	2023-80-2080-001	Casey Dailey	IREN	PSA	To provide services to I-REN for the development and implementation its Public Sector
Transportation, Engineering, and Planning, Inc TEP	Trans / Planning	2022-65-1148-010	Chris Gray	TUMF	PSA	TUMF Program Support/Reimbursement Review
Twintel	Admin	2018-12-0000-001	Princess Hester		PSA	IT services
WG Zimmerman Engineering, Inc	Trans / Planning	2022-65-1148-011	Chris Gray	TUMF	PSA	TUMF Program Support/Reimbursement Review
WSP USA, Inc.	Trans / Planning	2022-65-1400-006	Casey Dailey		On Call	Transportation and planning on-call services.
Yunex Traffic	E&E	2024-80-2026-001	Casey Dailey	Streetlights	PSA	Yunex Traffic will provide LED streetlight installation and streetlight operations & maintenance
Yunex Traffic formerly Siemens	E&E	2018-67-2026-002	Casey Dailey	Streetlights	PSA	Streetlight retrofit, operation and maintenance for participating agencies for Eastvale, Hesperia and San Dimas
CivicWell	E&E	2024-80-2080-001	Casey Dailey	IREN	PSA	CivicWell implements CivicSpark, a statewide AmeriCorps program that works to increase civic engagement
Stafford HR Consulting	Admin	2024-12-0000-001	Princess Hester	Administration	On Call	HR Consulting Services
Renne Public Law Group	Admin	2024-12-0000-003	Chris Gray	Administration	PSA	3rd Party review of PRA item

As Of 04/02/2024

Attachment

Peer Review Agency Legal Services
Review

AGENCY	GENERAL COUNSEL	SPECIAL COUNSEL	FEES	PARTICIPATION	NOTES
WRCOG	BBK	(RCHCA = County counsel)	Hourly for all services	General Assembly, Executive Committee, A&F, TAC?	
CVAG	BBK	HR/litigation/PACE = BBK	Flat fee for general counsel work?	Remotes in for Exec Committee only	
SGVCOG	Woodruff and Smart	BBK (CCA and environmental); JPIA (personnel and training)	\$7k/mo (3% escalator x 5 years) Retainer for basic services; fee if level of effort exceeds	Attends governing board, executive committee, construction, and regional housing trust mtgs	
GATEWAY COG	Jones & Mayer (formerly Burke, Williams, & Sorensen)	HR = same firm	Retainer \$3k unlimited basic services; Reviewing contracts, agreements, MOUs, bylaws, Brown Act, meeting attendance	Attends limited meetings	
SOUTHBAY COG	Mike Jenkins pro bono x 25 years; now charges through BBK for non-general legal;	HR = BBK (Shauna Amon); Cal Chamber and member cities for additional advice	Was \$250/hr, now \$360/hr	Remotely attends meetings with specific anticipated legal questions only	
STANCOG	In-house (Monica Streeter)	as needed	Salary		Counsel also serves in executive capacity (43% staffing vacancy) and takes on other clients; reports to Board but other in-house are mixed; for in-house candidates, recommends 5-7 years of city attorney-type experience
SBCTA	Juliana Tillquist				
SACOG	Moved from in-house to Sloan Sakai Yeung, and Wong				
SANDAG	Full in-house legal team				
San Benito COG	Transitioning from county counsel; recent RFP				http://sanbenitocog.org/wp-content/uploads/2023/11/COG_Packet_111623.pdf
City Marina	Recent RFP				https://www.cityofmarina.org/DocumentCenter/View/13590/RFP---City-Attorney?bidid=
Livermore Area Parks and Recreation District					

Attachment

Draft Legal Services RFP

REQUEST FOR PROPOSAL NUMBER 24-05

General Counsel Legal Services
and
HR Legal Services

April 12, 2024



Western Riverside Council of
Governments 3390 University
Avenue, Suite 200
Riverside, CA 92501
(951) 405-6700
wrcog.us

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1. SUMMARY

Established in 1991, the Western Riverside Council of Governments (WRCOG) was created to address issues of regional concern by serving as a convener, conducting studies & projects, and providing recommendations & solutions through coordinated intergovernmental cooperation. WRCOG was created through a Joint Powers Agreement that details the powers, obligations, and authority of the Agency. The Bylaws further detail the processes and parameters within which WRCOG performs its duties. Additionally, individual programs are governed by program-specific rules and guidelines. WRCOG is composed of 23 member agencies including the County of Riverside, the Eastern Municipal Water District, Western Water, March JPA (non-Executive Committee member), the County Superintendent of Schools (ex-officio member) and the Cities of: Banning, Beaumont, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, Riverside, San Jacinto, Temecula, and Wildomar.

WRCOG is governed by its General Assembly which meets annually to approve the agency budget and agency leadership for the forthcoming Fiscal Year. Elected officials from each public agency which is a member of WRCOG is represented on the General Assembly through their elected representatives. The WRCOG Executive Committee includes one representative from each member agency which meets monthly. The Administration & Finance Committee is composed of members of the Executive Committee which also meets monthly. One of WRCOG's key programs, the Inland Regional Energy Network (I-REN) is overseen by the I-REN Executive Committee. This Committee includes three elected representatives from WRCOG, the Coachella Valley Association of Governments, and the San Bernardino Council of Governments (SBCOG). WRCOG's committees are further supported by other staff-level committees such as the Technical Advisory Committee (TAC), the Planning Directors Committee (PDC), the Public Works Committee (PWC), the Finance Directors Committee (FDC) and the Solid Waste Committee (SWC). Each of these committees meets bi-monthly. Legal counsel attends the General Assembly meeting, the Executive Committee meetings, the Administration & Finance Committee, the I-REN Executive Committee meeting, and the Technical Advisory Committee.

The WRCOG Executive Committee appoints the Executive Director, who oversees all agency staff and agency operations. There is currently no in-house general counsel, so all legal services are provided by an outside firm. One firm currently provides WRCOG with legal services for all aspects of its operations. As per the WRCOG JPA and Bylaws, the position of General Counsel reports to the Executive Committee but regularly consults with the WRCOG Executive Director and other senior management staff.

This Request for Proposals (RFP) encompasses two types of legal services WRCOG requires. The first is General Counsel legal services while the second is Human Resources (HR) legal services. Respondents may propose on either service area or both. Respondents should indicate in their cover letter and scope / fee proposal whether the proposal addresses a single service or both.

2. SUBMISSIONS

All Proposal must be submitted via PlanetBids by **May 10, 2024, no later than 5:00 p.m. Pacific Standard Time (PST)** at <https://pbsystem.planetbids.com/portal/36405/portal-home>.

Proposals shall include a Table of Contents listing all sections, disclosures, etc., and their corresponding page numbers. **Please review Section 12 for additional details.** It shall be the responsibility of the Proposer to submit the Proposal and all other required items specified in this RFP via [PlanetBids](#) at or before 5:00 p.m. PST on **May 10, 2024**. WRCOG will not accept any Proposal received after the Proposal submission time and date.

3. QUESTIONS AND ANSWERS REGARDING THIS RFP

Any questions concerning technical specifications or Scope of Work requirements must be submitted

in [PlanetBids](#) by **April 23, 2024**.

4. PRE-PROPOSAL MEETING

WRCOG will not be hosting a pre-Proposal meeting to discuss this RFP.

5. BUDGET PARAMETERS

WRCOG has budgeted \$200,000 annually for General Counsel legal services and \$25,000 for HR legal services.

6. SCHEDULE OF EVENTS

Event	Date
1. RFP Distribution	April 12, 2024
2. Pre-Proposal Meeting via Zoom	N/A
3. Questions from vendors about scope or approach due	April 23, 2024
4. Answers for vendors about scope or approach posted to the PlanetBids portal	April 26, 2024
5. Proposal Due Date	May 10, 2024
6. Review of Proposals	May 13-17, 2024
7. Potential Interviews	May 20-24, 2024
8. Anticipated decision and selection of vendor(s)	May 27-31, 2024
9. Contract Award by WRCOG Executive Committee	June 3, 2024
10. Anticipated commencement date of work	July 1, 2024

7. WRCOG RIGHTS

Award of a contract resulting from this RFP will be based upon the most responsive Proposal or Proposals which will be most advantageous to WRCOG in terms of cost, functionality, and effectiveness in meeting goals and objectives, and other factors as specified in this RFP.

A. WRCOG reserves the right to:

- Disqualify all Proposals not submitted in accordance with the required format described in this RFP.
- Reject any and all Proposals submitted.
- Request additional information.
- Issue Addenda to this RFP.
- Award all or part of the work contemplated in this RFP.
- Remedy errors in the RFP.
- Cancel the entire RFP.
- Issue a subsequent RFP.
- Approve or reject the use of a particular subcontractor / supplier.

- Negotiate with any, all, or none of the Proposers. If WRCOG cannot negotiate final contract Terms and Conditions acceptable to WRCOG, WRCOG reserves the right to award the contract to another Proposer(s).
 - Accept other than the lowest priced Proposal.
 - Award a contract without interviews, discussions, or negotiations.
 - Award a contract to one or more Proposers.
- B. WRCOG may, at its discretion, and without explanation to prospective Proposer(s), at any time, choose to discontinue this RFP without obligation to such prospective Proposer(s).
- C. All Proposers should be aware of the insurance requirements for Contract Award. The Certificate of Insurance must be provided by the successful Proposer(s) prior to Contract Award. A contract may not be awarded if insurance requirements are not met.
- D. WRCOG does not reimburse for the cost of Proposal preparation, even if RFP is cancelled.
- E. Communication between the Proposer(s) and any member of the Proposal Review Committee during the selection process is prohibited, except in the manner expressly authorized in this RFP. Violation of this restriction is grounds for disqualification of the communicating Proposer's(s') Proposal.
- F. Every Proposal submitted is considered a firm offer that must be valid for a minimum of ninety (90) calendar days.
- G. If applicable, WRCOG prefers that software developed under WRCOG's contract not incorporate proprietary and / or third-party software components. This does not preclude the development of deliverables, which interface with commonly-available, off-the-shelf software. However, contractors must determine in advance whether WRCOG already has, or is willing to procure, appropriate licenses for any proprietary and/or third-party software that would be required. Contractors must also provide the impacts of any enhancements and upgrades. WRCOG will require delivery of documentation and source code for all electronic intellectual property developed under a WRCOG contract prior to releasing final payment to the contractor.

8. ADDENDA

WRCOG reserves the right to revise the RFP documents. Any WRCOG changes to the requirements will be made by written addenda to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any contract resulting from this RFP. Addenda will be posted on PlanetBids. It is the responsibility of the Proposer(s) to check PlanetBids to determine if any addenda have been issued. WRCOG will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Proposers shall acknowledge receipt of addenda in their Proposal. Failure to acknowledge receipt of all addenda may cause the Proposal to be deemed non-responsive to this RFP and be rejected without further evaluation.

9. NOTIFICATION OF RIGHT TO PROTEST CONTRACT AWARD

Proposer(s) have the right to protest the contract award. A written protest must be filed with Dr. Kurt Wilson, WRCOG Executive Director, within five (5) working days after the decision of award is made. WRCOG will not accept any verbal protests. The protest must be a detailed, written statement of the protest grounds and reference the RFP Number and name of the designated Contracts Administrator. Grounds for a protest are that WRCOG failed to follow the selection procedures and adhere to requirements specified in this RFP or any addenda or amendments, there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq., or violation of State or Federal law. WRCOG will only consider those specific issues addressed in the written protest. The protest must be submitted to WRCOG via 1) certified mail and 2) e-mail using the

contact information provided below.

Name	Dr. Kurt Wilson
Address	3390 University Avenue, Suite 200, Riverside, CA 92501
Phone	(951) 405-6701
Email	kwilson@wrcog.us

A written response from WRCOG will be directed to the protesting Proposer(s) within fourteen (14) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis of the decision.

10. CONFLICTS OF INTEREST

All Proposers responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships, or contracts, a Proposer is unable, or potentially unable, to render impartial assistance or advice to WRCOG; a Proposer's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or a Proposer has an unfair competitive advantage.

11. CRITERIA

Any award to be made pursuant to this RFP will be based upon the Proposal with appropriate consideration given to operational, technical, cost, and management requirements. Evaluation of offers will be based upon each Proposer's responsiveness to the RFP and the total price quoted for all items covered by the RFP.

The following elements will be the primary considerations in evaluating all submitted Proposals and in the selection of a Proposer(s):

- A. Completion of all required responses in the correct format.
- B. Qualifications and experience with similar projects and clients.
- C. Key staff that will work on the proposed tasks.
- D. The extent to which Proposer's proposed solution fulfills WRCOG-stated requirements as set forth in this RFP.
- E. An assessment of the Proposer's ability to deliver the indicated services in accordance with the specifications set out in this RFP.
- F. The Proposer's stability, experience, and record of past performance in delivering relevant services.
- G. Availability of sufficient high-quality personnel with the required skills and experience for the specific approach proposed.
- H. Overall cost of Proposer's Proposal.

12. PROPOSAL INFORMATION, ORGANIZATION, AND CONTENT

Proposer's submittal in response to this RFP will be incorporated into a final agreement between WRCOG and the selected Proposer(s). All Proposals shall contain, at a minimum, the following information:

- A. Title Page (Indicate whether proposal is for general legal services or HR legal services or both)

- B. Table of Contents
- C. Cover Letter
- D. Firm Capabilities
- E. Approach and Understanding of the Scope of Work Plan
- F. Detailed and Itemized Pricing
- G. Appendix A: References
- H. Appendix B: Project Team Staffing
- I. Appendix C: Company Overview

The page limit for Items A - F is **30 total pages**. There is no page limit on appendices.

Title Page

The following must be provided on the title page:

- RFP number
- Title of the project
- Name and address of proposing firms and/or individuals
- Phone and Fax of Proposer
- Primary contact person
- Email address of the primary contact person
- Signature of the individual authorized / obligated to commit the Proposer to this project.
- Note which topic area the respondent is addressing (General counsel legal services or HR legal services or both).

Table of Contents

A clear identification of the materials by section and page numbers is to be included in the Table of Contents.

Cover Letter

The cover letter should be brief (two pages maximum) and outline the Proposer's general approach, qualifications, and experience. In order to address the needs of this procurement, WRCOG will accept teams to propose in which proposing firms work cooperatively in presenting integrated solutions. Proposer's(s') team arrangements may be desirable in that they will enable the companies involved to complement each other's unique capabilities, while offering the best combination of performance, cost, and delivery for financial assistance being provided under this RFP. WRCOG will recognize the integrity and validity of Proposer's(s') team arrangements provided that:

- The arrangements are clearly identified, and relationships are fully disclosed; **and**
- A primary (lead) individual is designated who will be fully responsible for all contract performance.

Firm Capabilities

All Proposals must provide a comprehensive, yet concise description of the Proposer's(s') individuals' capabilities including the following:

- A. A track record of providing successful assistance on similar disciplines and tasks.
- B. A track record of providing successful services to similar governmental entities.
- C. Descriptions of the key staff working on the proposed tasks and their experience working on similar issues.
- D. If responding as a firm, the ownership, size, and location of the office responsible for providing services to WRCOG.
- E. If responding as a firm, its legal organization (e.g., corporation, partnership) and year of incorporation.
- F. If responding as a firm, a description of the firm's equal employment opportunity and non-discrimination policies.
- G. If responding as firm, a summary of the firm's minority and female recruitment efforts and the percentage of minority and female officers, partners, or the equivalent.
- H. A statement, one page or less, of any other relevant factors that should be considered by WRCOG in evaluating the Proposal.

Proposals will be evaluated by a Proposal Review Committee based on the Proposer's(s') skills and experience, proposed cost, presentation and completeness of Proposal, and the ability and willingness to work with WRCOG, its management, and references.

Proposers to this RFP should be mindful that WRCOG's selection process prioritizes experience, knowledge, and abilities of key individuals more so than experience associated with a particular firm. WRCOG has found that successful completion of any task or project is heavily reliant on the key staff that will be working with WRCOG regularly.

Approach and Understanding of the Scope of Work Plan

Proposers are encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not deviate from the project's objectives or required content.

Proposer(s) shall:

- A. Provide a narrative, which addresses the Scope of Work, and shows understanding of WRCOG's needs and requirements.
- B. Describe the approach to completing the tasks specified in the Scope of Work. The work plan shall be of such detail to demonstrate the Consultant's ability to accomplish the project objectives.
- C. Sequentially outline the activities undertaken to complete the tasks and specify who would perform them.
- D. Furnish an estimate of hours required to complete the specified tasks along with a total anticipated budget.
- E. Identify methods that consultant will use to ensure quality control as well as budget and schedule control for the project.
- F. Identify any special issues, problems, or risks that are likely to be encountered in this project and how the Proposer would propose to address them.

Also, please provide hourly billing rates for staff you are proposing to include on this RFP for services not directly identified in the Scope of Work.

Appendix A: References

Please provide three (3) references, including names and contact information. References should not include any WRCOG staff or WRCOG Committee members.

Appendix B: Project Team Staffing

Please include biographies and relevant experience of key staff who would be assigned to the project. Please describe coverage levels of employees who would be assigned to this project. Affirm that no employees working on the engagement have ever been convicted of a felony.

Appendix C: Company Overview

Please provide the following for your company:

- Official registered name (Corporate, D.B.A., Partnership, etc.), Dun & Bradstreet Number, Primary and secondary SEC numbers, address, main telephone number, toll-free number(s), and fax number(s).
- Primary key contact name, title, address (if different from above address), direct telephone, and fax number(s).
- Person authorized to contractually bind the organization for any Proposal against this RFP.

13. REQUEST FOR DETAILED SCOPE OF WORK AND BUDGET

WRCOG anticipates that it requires legal support in two general areas. First, WRCOG requires legal support related to the general daily operations of the agency (General Counsel Legal Services). Second, WRCOG requires assistance related to personnel and employment matters (HR Legal Services).

General Counsel legal services include but are not limited to:

- Provide legal advice to WRCOG's Executive Committee, the Executive Director, and other Agency staff as designated by the Executive Director.
- Participate in monthly meetings of the Executive Committee, Administration & Finance Committee, the I-REN Executive Committee, and the Technical Advisory Committee.
- Ensure compliance with the Brown Act and other applicable state regulations related to public meetings which would include preparing the agenda, distributing the agenda, posting/noticing requirements, and conduct of the meeting.
- Provide guidance on compliance with the Public Records Act including review of potential responsive documents and preparation of response letters.
- Provide guidance on conflicts of interest involving Executive Committee members, staff, consultants, and other parties related to state and federal requirements.
- Prepare resolutions for adoption by the Executive Committee as necessary.
- Prepare regular updates of WRCOG template documents such as the standard Professional Services Agreement (PSA), Request for Proposals (RFP), and other similar items.
- Assist WRCOG staff in the preparation and review of memorandums of understanding, contracts and other third-party agreements. This assistance will also include approving these agreements "as to form."
- Advise staff on any procurement and contract-related issues including the potential impacts of any deviation from standard contract language.
- Advise the Executive Committee regarding potential claims and other related matters.
- Advise the Executive Committee regarding the need to retain specialized legal services beyond General Counsel.
- Provide any necessary oversight of additional firms retained to provide specialized legal services.

It is anticipated that General Counsel services will address many but not all of WRCOG's existing programs and activities. Specific activities that are not included in this RFP are described below.

- TUMF Program: WRCOG administers the regional Transportation Uniform Mitigation Fee (TUMF) Program, which is an AB 1600 compliant regional transportation fee program. Activities related to the TUMF Program include preparing and reviewing agreements, advising staff on legal requirements related to program administration, assisting with the update of programmatic documents, and other services as required by staff. WRCOG is periodically involved in various disputes with landowners and other entities related to the TUMF Program. On occasion, these disputes are resolved informally while others are addressed through litigation. WRCOG is currently engaged in litigation related to the TUMF Program and those services are also not addressed in this RFP.
- HERO Litigation: Until 2021, WRCOG offered a residential Property Assessed Clean Energy (PACE) Program throughout California. Since the termination of this Program, WRCOG has been involved in on-going litigation with various property owners. This RFP does not address this on-going litigation.
- PACE Support: While WRCOG no longer participates in a residential PACE Program, there are about 25,000 remaining assessments issued before 2021. Additionally, WRCOG still provides a commercial PACE Program. Both on-going activities are addressed through a separate agreement already in place.
- RCHCA: WRCOG oversees the Riverside County Habitat Conservation Agency (RCHCA), a separate Joint Powers Authority. The County of Riverside provides General Counsel services for the RCHCA; therefore, these activities are not addressed in this RFP.

HR legal services include but is not limited to:

- Advising staff regarding compliance with state and federal personnel and employment laws and regulations.
- Provide annual updates on employment law to management and advise on changes to WRCOG policies and procedures.
- Provide annual training for staff (directly, through a subcontractor, or alternative sources) on key topics such as ethics, workplace harassment, workplace violence, and disability awareness.
- Provide training (directly, through a subcontractor, or alternative sources) as needed on employment law for supervisors and managers.
- Advise on disciplinary matters.
- Provide (directly or through a subcontractor) workplace investigation services.

General Counsel Cost Proposals

Many General Counsel services will be provided on a routine basis. Respondents can structure their fees as an hourly service fee or on a retainer for specified services. Any respondents who wish to structure General Counsel services on a retainer basis should document which specific items are included in this proposed fee.

In addition to the hourly fees or a specified retainer, WRCOG is also requesting each respondent to provide an estimate of hours and total cost for the following scenarios:

Scenario #1 - Monthly meeting attendance

Total cost to support one month of WRCOG meetings including the Executive Committee, the Administration & Finance Committee, the I-REN Executive Committee, and the Technical Advisory Committee. These costs should include time for attending the meeting. For each meeting, assume that each meeting requires one hour of preparation, two hours for attendance, and one hour per meeting for

addressing any outstanding issues related to the meeting.

Scenario #2 - Document review

Total cost to review five third-party agreements prepared using WRCOG's standard PSA template. Assume that each involves minor revisions to the standard PSA. Costs for this task should include review of the documents, summarizing any comments or changes, and communicating that information back to WRCOG staff.

Scenario #3 - PRA Request

Total cost to respond to a PRA request received by WRCOG. For purposes of these estimates, assume that legal counsel would be required to review the PRA request to determine if it is a valid request, review of 500 emails / documents identified by WRCOG for applicability with the PRA, and prepare a draft response to the PRA request that WRCOG would distribute.

HR Legal Services Cost Proposal

It is anticipated that HR legal services will be provided as-needed. Respondents can provide fees as an hourly fee for service or on a retainer for specified services. Any proposal to address the HR legal services through a retainer basis should note which tasks are included in the proposed fee and which ones are not, if any.

In addition to the hourly fees or a specified retainer, WRCOG is also requesting each respondent to provide an estimate of hours and total cost for the following scenarios:

Scenario #1 - Provide Two Mandated Trainings for 30 Staff Members

Total cost to provide in-person training to WRCOG staff on two separate occasions. Please assume that the respondent is responsible for providing all materials for the training and each training course is 4 hours long. WRCOG will be responsible for scheduling the event in consultation with their staff and provide all necessary facilities. The cost estimate should include preparation time, the delivery of the training, and any necessary follow-up.

Scenario #2 - Conduct a workplace investigation

Total cost to conduct a complete workplace investigation. Assume that one WRCOG employee is alleging inappropriate behavior by another employee. The investigation should also include meeting with three different employees who are potential witnesses. This cost estimate should also include a summary memo or other document provided to appropriate staff at WRCOG.

Proposals should note whether the Respondent intends to respond to the solicitation for General Counsel legal services, HR legal services, or both. Scope and cost information should be included for the service area addressed in the proposal.

14. CONTACT

Any questions concerning technical specifications or Scope of Work requirements must be submitted via the [WRCOG PlanetBids portal](#).

15. TERMS AND CONDITIONS

Any Proposer or person submitting a Proposal shall state their willingness to agree to the following terms and conditions:

- A. The awardee must be fully committed to the mission of WRCOG.
- B. Termination - A termination agreement is to be negotiated between the parties, including provisions on termination for cause and convenience.
- C. Oral Presentations - Any individual or firm who submits a Proposal in response to this RFP must be willing to make oral presentations related to contract-related activities at the request of the WRCOG Executive Committee or management.
- D. Compensation - The total value of this contract is undefined and contains the option of renewal at the discretion of WRCOG. The schedule of compensation will be mutually negotiated. The compensation plan will include payment based upon an assessment of the vendor's attainment of specific, measurable outcomes or "performance benchmarks," which will be mutually developed between WRCOG and the selected Proposer(s).

16. WRCOG STANDARD PROFESSIONAL SERVICES AGREEMENT

The successful Proposer(s) must sign WRCOG's standard Professional Services Agreement (PSA) to receive the contract award. Proposer(s) must identify in their Proposal any concerns or objections they would have with any of the PSA terms and conditions if selected for contract award. Proposer(s) shall propose alternative language for consideration in their Proposal. If WRCOG cannot negotiate final contract Terms and Conditions acceptable to WRCOG, WRCOG reserves the right to award the contract to another Proposer. The agreement is available in PlanetBids in the Documents tab as part of this RFP.

17. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Though no DBE goal is set for this Project, WRCOG encourages participation from small and Disadvantaged Business Enterprises.

Attachment A: Scoring Criteria

XXXX

Evaluation Criteria	Max. Possible Points
<p><u>TECHNICAL APPROACH</u></p> <ul style="list-style-type: none"> • Tasks & approach clearly described • Creative/innovative approach • Project intent has been met 	30
<p><u>CONSULTANT FIRMS</u></p> <p><u>Prime Consultant</u></p> <ul style="list-style-type: none"> • Familiar with WRCOG’s existing programs, operations, and current challenges • Understanding of the WRCOG region and its member agencies • Experience with regional agencies similar in size and scale to WRCOG <p><u>Sub-Consultants (if any)</u></p> <ul style="list-style-type: none"> • Each sub provides unique service(s) to the team • Subs are fully capable of performing their tasks 	30
<p><u>PROJECT MANAGEMENT</u></p> <ul style="list-style-type: none"> • Qualifications of key individuals • Experience these key individuals have with WRCOG and its member agencies • Time commitment of key individuals 	20
<p><u>PROJECT COSTS</u></p> <ul style="list-style-type: none"> • Realistic cost for services to be performed 	20
<p><u>REFERENCES</u></p> <ul style="list-style-type: none"> • Similar projects completed on time and within budget 	Pass / Fail
TOTAL	100