



Western Riverside Council of Governments Administration & Finance Committee

AGENDA

**Wednesday, August 12, 2026
12:00 PM**

**Western Water
14205 Meridian Parkway
Riverside, CA 92518**

Members of the public are welcome to participate remotely from any location. Committee member participation is limited to locations that are listed on the published agenda.

[Public Zoom Link](#)

Meeting ID: 885 9108 4157

Passcode: 376173

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) 405-6706. 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 1955 Chicago Avenue, Suite 200, Riverside, CA, 92507.

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. To ensure distribution to Committee members prior to the meeting, please submit comments no later than two hours before the meeting is scheduled to begin. Public comments will also be accepted in person and via Zoom during the meeting.

Any member of the public requiring a reasonable accommodation to participate in this meeting in light

of this announcement shall contact Lucy Felix at least 72 hours prior to the meeting at (951) 405-6706 or lfelix@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 (Jacque Casillas, 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. CLOSED SESSION

1. PUBLIC EMPLOYMENT APPOINTMENT

Title: Executive Director

2. CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: Chair and General Counsel

Unrepresented employee: Deputy Executive Director / Interim Executive Director

This item is a discussion item only. The Executive Committee is responsible for the appointment of the WRCOG Executive Director per the WRCOG By-Laws and Joint Powers Agreement.

6. CONSENT CALENDAR

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

A. Action Minutes from the May 13, 2026, Administration & Finance Committee Meeting

Requested Action(s):

1. Approve the Action Minutes from the May 13, 2026, Administration & Finance Committee meeting.

7. 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. Professional Services Agreement with David Taussig and Associates, Inc. dba DTA, for PACE Assessment District Administration Services

Requested Action(s):

1. Recommend that the Executive Committee authorize the Interim Executive Director to execute a Professional Services Agreement with David Taussig and Associates, Inc., doing business as DTA, for annual assessment administration and micro bond sales for the WRCOG PACE Programs through June 30, 2031. **OR**

2. Direct staff to release a Request for Proposals for the services requested.

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

Requested Action(s):

1. Recommend that the Executive Committee authorize the Interim Executive Director to execute a Professional Services Agreement with Best Best & Krieger for administrative and legal services for WRCOG PACE Programs through June 30, 2031. **OR**
2. Direct staff to release a Request for Proposals for the services requested.

8. REPORT FROM THE COMMITTEE CHAIR

Jacque Casillas, City of Corona

9. REPORT FROM THE INTERIM EXECUTIVE DIRECTOR

Chris Gray

10. ITEMS FOR FUTURE AGENDAS

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

11. GENERAL ANNOUNCEMENTS

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

12. NEXT MEETING

The next Administration & Finance Committee meeting is scheduled for Wednesday, September 9, 2026, at 12:00 p.m., in WRCOG's office at 1955 Chicago Avenue, Riverside.

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 Brenda Dennstedt at 12:02 p.m., on May 13, 2026, in WRCOG's office.

2. PLEDGE OF ALLEGIANCE

Casey Dailey, WRCOG Director of Energy and Environment, led the Committee members and guests in the Pledge of Allegiance.

3. ROLL CALL

- City of Beaumont - Mike Lara
- City of Corona - Jacque Casillas
- City of Eastvale - Christian Dinco
- City of Jurupa Valley - Chris Barajas
- City of Lake Elsinore - Brian Tisdale
- City of Menifee - Bob Karwin
- City of Norco - Kevin Bash
- City of Riverside - Chuck Conder
- County of Riverside, Dist. 2 - Karen Spiegel*
- Western Water - Brenda Dennstedt (Chair)

*Arrived after roll call.

4. PUBLIC COMMENTS

There were no public comments.

5. CONSENT CALENDAR

RESULT:	APPROVED AS RECOMMENDED
MOVER:	Jurupa Valley
SECONDER:	Corona
AYES:	Beaumont, Corona, Eastvale, Jurupa Valley, Lake Elsinore, Menifee, Norco, Riverside, Western Water

A. Action Minutes from the March 11, 2026, Administration & Finance Committee Meeting

Action:

1. Approved the Action Minutes from the March 11, 2026, Administration & Finance Committee

meeting.

6. REPORTS / DISCUSSION

A. Nominations for Executive Committee Chair, Vice-Chair, and 2nd Vice-Chair Positions for Fiscal Year 2026/2027

Actions:

1. Nominated Jacque Casillas, City of Corona, to serve as WRCOG Chair, Mike Lara, City of Beaumont, to serve as Vice-Chair for Fiscal Year 2026/2027, for consideration of approval by the Executive Committee at its June 1, 2026, meeting.

RESULT:	APPROVED AS RECOMMENDED
MOVER:	District 2
SECONDER:	Jurupa Valley
AYES:	Beaumont, Corona, Eastvale, Jurupa Valley, Lake Elsinore, Menifee, Norco, Riverside, Dist. 2, Western Water

2. Nominated Christian Dinco, City of Eastvale, to serve as 2nd Vice-Chair for Fiscal Year 2026/2027, for consideration of approval by the Executive Committee at its June 1, 2026, meeting.

RESULT:	APPROVED AS RECOMMENDED
MOVER:	Corona
SECONDER:	Jurupa Valley
AYES:	Beaumont, Corona, Eastvale, Jurupa Valley, Lake Elsinore, Menifee, Norco, Riverside, Dist. 2, Western Water

B. Annual C-PACE Program Bond Capacity Review

Actions:

1. Recommended that the Executive Committee authorize the Executive Director to approve an increase of \$200M in bond capacity for the Greenworks / Nuveen Green Capital Commercial PACE Program to a total of \$780M in bonding capacity through Fiscal Year 2026/2027.
2. Recommended that the Executive Committee adopt Resolution Number 02-26; A Resolution of the Executive Committee of the Western Riverside Council of Governments increasing the maximum bond authorization for Greenworks PACE Program and making certain required disclosures.

RESULT:	APPROVED WITH REVISIONS
MOVER:	Eastvale
SECONDER:	Corona
AYES:	Beaumont, Corona, Eastvale, Jurupa Valley, Lake Elsinore, Menifee, Norco, Riverside, Dist. 2, Western Water

C. Fiscal Year 2026/2027 Agency Budget

Action:

1. Recommended that the Executive Committee approve and recommended that the General Assembly adopt Resolution Number 03-26; A Resolution of the General Assembly of the Western

Riverside Council of Governments adopting the Fiscal Year 2026/2027 Agency Budget, removing from today's presentation anything having to do with retirement, and adding new positions other than the one budgeted position.

RESULT:	APPROVED AS RECOMMENDED
MOVER:	Corona
SECONDER:	Western Water
AYES:	Corona, Eastvale, Menifee, Norco, Riverside, Dist. 2, Western Water
NAYS:	Beaumont, Jurupa Valley, Lake Elsinore

D. Updated Personnel Policies Related to Employee Leave Benefits; Electronic Communication, Internet, Email, and Mobile Devices; and Employee Expense and Reimbursement

Action:

1. Recommended that the Executive Committee approve the following updated policies:
 - Employee Leave Benefits - Other Statutory Leaves
 - Electronic Communication, Internet, Email, and Mobile Devices
 - Overtime and Management Leave
 - Training, Travel, Per Diem, Reimbursable Expenses, Credit Cards

RESULT:	APPROVED AS RECOMMENDED
MOVER:	Menifee
SECONDER:	Lake Elsinore
AYES:	Beaumont, Corona, Eastvale, Jurupa Valley, Lake Elsinore, Menifee, Norco, Riverside, Dist. 2, Western Water

7. REPORT FROM THE COMMITTEE CHAIR

Chair Dennstedt had nothing to report.

8. REPORT FROM THE INTERIM EXECUTIVE DIRECTOR

Chris Gray, Interim Executive Director, reported that WRCOG will be vacating its current space by July 3rd and most staff will be working remotely through August. A select few staff will utilize temporary space at Western Water's office. Executive Committee meetings will continue to be held at the Riverside County Administrative Center, and other Committees will be held remotely or at an alternate location to be determined. The June meeting for this Committee will be cancelled. WRCOG recently hired a new, full-time, experienced, Human Resources Manager who will start on June 1st. Lastly, Mr. Gray thanked Policy Ad Hoc Committee members for working with staff to bring many of WRCOG's policies current.

9. ITEMS FOR FUTURE AGENDAS

Committee member Karen Spiegel requested presentations on the following items:

- A comprehensive review of policies - reserve, classification & compensation, health, retirement, and the Deputy Director classification, and the 2005 contract with employees regarding CalPERS

- retirement;
- Procedure for staffing succession;
- Powers of the Executive Committee Chair; and
- Review of the Bylaws.

10. GENERAL ANNOUNCEMENTS

There were no general announcements.

11. NEXT MEETING

The June 10, 2026, meeting has been cancelled. The next Administration & Finance Committee meeting is scheduled for Wednesday, August 12, 2026, at 12:00 p.m., at a location yet to be determined.

12. ADJOURNMENT

The meeting was adjourned at 1:40 p.m.



Western Riverside Council of Governments Administration & Finance Committee

Staff Report

Subject: Professional Services Agreement with David Taussig and Associates, Inc. dba DTA, for PACE Assessment District Administration Services

Contact: Casey Dailey, Interim Deputy Executive Director, cdailey@wrcog.us, (951) 405-6720

Date: August 12, 2026

Recommended Action(s):

1. Recommend that the Executive Committee authorize the Interim Executive Director to execute a Professional Services Agreement with David Taussig and Associates, Inc., doing business as DTA, for annual assessment administration and micro bond sales for the WRCOG PACE Programs through June 30, 2031. **OR**
2. Direct staff to release a Request for Proposals for the services requested.

Summary:

WRCOG currently contracts with DTA to provide assessment district administration and micro-bond sale services for WRCOG's PACE Program. The proposed five year Agreement will continue the existing scope of services and fee structure, with fees remaining fixed for the first three years and eligible for an annual cost-of-living adjustment thereafter, not to exceed 5%. Costs associated with the Agreement will continue to be paid through administrative fees collected from property owners with WRCOG PACE assessments.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to request authorization for the Executive Director to execute a five-year Professional Services Agreement with David Taussig and Associates, Inc., doing business as dta, for assessment district administration and micro-bond sale services related to WRCOG's PACE Program. This item supports WRCOG's 2022–2027 Strategic Plan Goal #5 (Develop projects and programs that improve infrastructure and sustainable development in the region).

Discussion:

Background

In December 2011, WRCOG launched the HERO Program which provided Property Assessed Clean Energy (PACE) financing to residential and commercial property owners in western Riverside County. In 2014, the California HERO Program was launched to offer PACE financing in jurisdictions throughout

California. From 2011 - 2020, over 90,000 residential PACE assessments were completed across California as part of the HERO and California HERO Programs. On December 7, 2020, the Executive Committee discontinued WRCOG's Residential Property Assessed Clean Energy (PACE) Program due to years of declining PACE assessments and the filing of bankruptcy by Renovate America. The Commercial PACE (C-PACE) portion of the Program remains active.

The WRCOG PACE Programs are structured to fund WRCOG's administrative costs, as well as the costs of its program partners, DTA, Public Financial Management (PFM), Best Best & Krieger (BB&K), and trustees (Wilmington Trust and Bank of New York Mellon), through the costs of issuance associated with each Residential and Commercial PACE bond as well as annual assessment administrative fees.

Since program inception, DTA has been an essential partner to WRCOG in the overall administration of the PACE assessments to ensure assessments are collected, correctly applied to the appropriate parcels and underlying bonds, providing payoff calculations and other technical support to maintain program functionality and financial solvency.

In 2021, WRCOG issued a Request for Proposals (RFP) to seek proposals from firms who perform the specialized services required of the WRCOG PACE Programs. The only firm to respond to the RFP at the time was DTA. WRCOG staff were subsequently directed to re-issue the RFP in the hope that additional firms would apply. DTA was the only firm to respond to the second RFP. Since 2021, the market for these specialized services has not changed and staff is unaware of any new firms that possess the same skills, experience and expertise as DTA to accomplish the needs of this agreement.

Present Situation

WRCOG currently contracts with DTA for assessment district administration and micro-bond sale services related to WRCOG's PACE Programs. These services support the ongoing administration of WRCOG's Residential and Commercial PACE assessments, including assessment processing, annual assessment administration, prepayment and payoff processing, bond-related services, and delinquency and foreclosure support. However, the current contract has reached the end of its term and the maximum number of amendments permitted under WRCOG's Procurement and Purchasing Policy. To align with WRCOG's Procurement and Purchasing Policy, staff prepared a Sole Source Justification to support entering into a new agreement with DTA without conducting a competitive solicitation. Sole Source Justifications are only to be used when there are specialized services that are unique to a specific firm or vendor that are unavailable elsewhere in the marketplace.

The Sole Source Justification is based on DTA's specialized experience administering California PACE assessments, its extensive institutional knowledge of WRCOG's PACE Programs, and the results of prior competitive solicitations in which DTA was the only firm to submit a responsive proposal. Staff determined that no other known vendor is currently available with an equivalent combination of program-specific knowledge, assessment administration experience, and bond-related expertise necessary to provide these services without disrupting ongoing program operations.

The scope of services proposed by DTA continues the services provided under the existing agreement and includes, but is not limited to, the following:

1. Formation of Assessment Districts and Bond Sales:
 - Assist the WRCOG project team with preparing required documents, including Engineer's

Reports or similar documents, assessment agreements, bond documents, and related materials.

- Review assessment documentation for each parcel.
- Enter parcel information, including the Assessor's Parcel Number (APN), debt service, and situs and mailing addresses, into DTA's system.
- Attend meetings and provide technical assistance and consulting support to WRCOG staff.

2. Annual Administration:

- Maintain a database of parcels within each PACE Program, including the Assessor's Parcel Number, annual assessment amount, and other relevant information.
- Maintain the property owner web portal and integrate payoff and paydown requests with DTA's PACEAnalytics system.
- Submit the annual assessment levy on or before August 10th of each year, or such other date specified by the applicable county, to the Auditor-Controller for inclusion on the consolidated property tax bills.
- Review county records to identify parcels delinquent in the payment of property taxes, prepare delinquency reports, and issue reminder notices when requested.
- Provide bond trustees with instructions regarding the allocation of assessment revenues received.
- Respond to property owner questions and refer legal complaints, contractor matters, and questions regarding installed improvements to WRCOG or its designee.
- Prepare prepayment and payoff calculations and the corresponding bond redemption documents.
- Provide support related to refunds associated with the ongoing administration, prepayment, and payoff process.

Under the current agreement, DTA receives a fixed fee of \$1,750 per participating county, plus \$25 per parcel per fiscal year, for the basic annual administration of WRCOG's PACE assessments. The proposed agreement will maintain this existing fee structure for the first three years. After the first three years, the fees may be adjusted annually based on the Consumer Price Index (CPI) for the Riverside-San Bernardino-Ontario area or 5%, whichever is less. The proposed agreement will not result in an increase to the Annual Assessment Administrative Fee charged to property owners with WRCOG PACE assessments. Costs associated with the ongoing administration of the PACE Program will continue to be paid through available program administrative revenues and funds held by the applicable bond trustee rather than through WRCOG's General Fund.

In summary, DTA has been an essential partner to WRCOG's PACE Programs since inception; DTA provides a specialized service that has been tailored to WRCOG specific needs in order to administer the Program and changing vendors would create inefficiencies and confusion in the administration of a very complex program. Finally, DTA has agreed to keep their fees the same for the first three years of the proposed agreement with a CPI increase in the fourth and fifth years of the agreement.

For the reasons listed above, staff requests that the Administration & Finance Committee recommend that the Executive Committee authorize the Interim Executive Director to approve the Professional Services Agreement with DTA (Attachment 1).

Alternatively, the Administration & Finance Committee can also direct staff to release a Request for Proposals to competitively solicit proposals for these specialized services.

Prior Action(s):

December 6, 2021: The Executive Committee authorized the Executive Director to approve a Professional Services Agreement between WRCOG and David Taussig and Associates, Inc., doing business as DTA.

November 10, 2021: The Administration & Finance Committee recommended that the Executive Committee authorize the Executive Director to approve a Professional Services Agreement between WRCOG and David Taussig and Associates, Inc., doing business as DTA.

Financial Summary:

PACE Program activities are included in the Agency's adopted Fiscal Year 2026/2027 Budget under the Energy & Environmental Department. The costs associated with the proposed Agreement are paid through administrative fees incurred by property owners with WRCOG PACE assessments.

Attachment(s):

[Attachment 1 - PSA with DTA.pdf](#)

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into September 14, 2026, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG"), and David Taussig and Associates, Inc., dba DTA, a California corporation ("Consultant"). WRCOG and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by WRCOG on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing services for the formation and annual administration of an assessment district and micro-bond sales to fund authorized Property Accessed Clean Energy (PACE) program facilities, 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 Assessment Administration for the WRCOG PACE 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 formation and annual administration of an assessment district and micro-bond sales to fund authorized PACE program facilities for 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, 2027, to June 30, 2031**, 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:

Andrea Roess, Managing Director

3.2.5 WRCOG's Representative. WRCOG hereby designates **Christopher Gray, Interim 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 Andrea Roess, 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 Cost-of-Living Adjustment. "All fees for services apply through the first three (3) years of the contract and are subject to a cost of living increase thereafter. The cost-of-living allowance would be the actual cost-of-living increase based on Consumer Price Index, Riverside-San Bernardino-Ontario Area, for All Urban Customers ("CPI-U") as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding 1-year term."

3.3.3 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 2026-67-2104-001, 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.

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

3.3.5 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.

3.3.6 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. 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: David Taussig and Associates, Inc. dba DTA
5000 Birch Street, Suite 3000
Newport Beach, CA 92660
Attn: Andrea Roess
Facsimile: (949) 955-1590

WRCOG: Western Riverside Council of Governments
1955 Chicago Ave, Suite 200
Riverside, CA 92507
Attn: Christopher Gray
Facsimile: (951) 405-6710

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

3.5.3 Ownership of Materials and Confidentiality.

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.

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

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

DAVID TAUSSIG AND ASSOCIATES INC.
DBA DTA

By: _____
Christopher Gray
Interim 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 signatories, evidence of signature authority shall be provided to WRCOG.

EXHIBIT "A"

SCOPE OF SERVICES

DTA shall provide the consulting services necessary to assist the WRCOG project team with the ongoing administration of WRCOG's PACE Programs. Our Scope of Work is shown below as two separate phases.

Phase I: Formation and Bond Sale

Tasks to be completed by DTA shall include the following:

- Assist WR COG project team with the preparation of required documents, including the Engineer's report (or other similar documents), assessment agreements, bond documents, and related items.
- Review assessment documentation for each parcel.
- Enter parcel data, such as the Assessor's Parcel Number ("APN"), debt service, and situs and mailing address, into the DTA system.
- Attend meetings and provide verbal consulting services and advice to the WRCOG project team.

Phase II: Annual Administration

Tasks completed by DTA for each PACE program shall include the following: Basic Tasks

The tasks under this section are included within our fee as explained in Exhibit B:

- DTA will prepare is proprietary PACEAnalytics system for the tasks related specially to the administration of the program, including the following:
 - Populate the property owner web portal database with WRCOG's assessment data; and
 - Integrate web portal data entry by property owners to generate payoff and paydown requests with DTA's proprietary PACEAnalytics system.
 - Please note that property owners will be required to pay a \$50 document generation fee to DTA when submitting a request for a payoff or paydown.

As WRCOG's current PACE Administrator, DTA has updated PACEAnalytics and our web portal with WRCOG's most recent assessment data and would not have any downtime in commencing work on the project.

- For each participating county, DTA shall maintain a database of the parcels within each program, which will include the APN, annual assessment amount, and all other relevant data.

- o DTA will submit the annual assessment levy on or before August 10th of each year, or such other date specified by the applicable county to the Auditor-Controller, for inclusion on the consolidated property tax bills.
- o DTA shall review county records to determine which parcels are delinquent in the payment of taxes after each installment. DTA shall prepare a Delinquency Report and may send reminder letters to delinquent property owners, as requested.
- o DTA shall provide the trustee with instructions regarding the allocation of assessments received.
- o DTA will respond to property owner questions. DTA will refer all inquiries regarding legal complaints, contractor issues, and improvements installed to WRCOG or the designee.

Extra Tasks:

- o Any work related to delinquencies and/or foreclosure proceedings following the removal of the charge from the applicable county's tax roll will be charged an additional fee (to be charged by the delinquent property owner); and
- o Preparation of prepayment calculations as requested by the district, property owner, or other interested party. Following each prepayment, DTA will prepare the appropriate bond call documents for the applicable trustee.

EXHIBIT "B"

FEE SCHEDULE

Phase I: Formation and Bond Sale

DTA's total fee for Phase I of the Scope of Work is equal to 0.52% of the amount deposited in the applicable program fund for each series of bonds and is due and payable at the time of each bond closing.

Phase II: Annual Administration

DTA's total compensation (including expenses) for completion of the tasks under Phase II of the Scope of Work is shown in the table below.

Proposed Budget

Project Task	Charge
Prepayment Process Setup	\$10,000 Fixed Fee ¹
Basic Tasks for Each PACE Program	Fixed Fee of \$1,750 per County, Plus \$25.00 per Parcel per Fiscal Year
Additional Delinquency/Foreclosure Work Following the Removal of the Delinquent Assessment Installments from the Tax Roll	Time and Materials ²
Assessment Payoffs and Bond Redemptions	\$100 Fixed Fee per Prepayment (Either Full or Partial) ³

Notes:

1. To be paid from the Administrative Expense Account by requisition from WRCOG.
2. To be paid by the delinquent property owner through the foreclosure process.
3. To be included as a line item on prepayment statements and paid from the Administration Expense Account by requisition from WRCOG. In addition, property owners will be required to pay a \$50 document generation fee to DTA when submitting a request for a payoff or paydown.

The fixed fee for Prepayment Process Setup is a one-time fee and shall be invoiced upon receipt of the Notice of Authorization to Proceed. Fees for Assessment Payoffs and Bond Redemptions shall be invoiced on or about the first two weeks of each month. For all Basic Tasks performed, payments will be made by WRCOG upon presentation of an invoice by DTA. Payments will be made by WRCOG upon presentation of an invoice by DTA twice a year after annual assessments are received by each participating county.

Phase III: Limitations

Any consulting services not included within the Scope of Work shall be charged on a time and materials basis at the rates shown in the Proposed Budget Table or mutually agreed-upon fixed amount.

Services

Table 1: Proposed C-PACE Budget

Project Task	Charge
1. Database Setup and Review of Bond Closing Data	Project Costs Less Than or Equal To \$1,000,000 0.52% of Project Costs Project Costs Between \$1,000,001-\$5,000,000 \$5,200 for First \$1,000,000 of Project Costs, Plus 0.10% of Project Costs Thereafter, Up to \$5,000,000 Project Costs Exceeding \$5,000,001 \$9,200 for First \$5,000,000 of Project Costs, Plus 0.025% of Project Costs Thereafter ¹
2. Document Recordation	\$50 per Recorded Document (e.g., NOA/PCAR, ROL, or Addendums), Plus Fees ²
3. Enroll Assessment Installment Payments 4. Assessment Installment Collections 5. Public Information 6. Program Reports	\$500 Annual Fee per Parcel Enrolled ³ , Plus \$1,000 for Any New County Not Currently Active [PACE Provider]'s Program
7. Assessment Payoffs and Bond Redemptions	\$500 Fixed Fee per Calculation

Notes:

1. One-time fee paid at the earlier of assignment or bond closing.
2. Agent and County recording fees are to be paid directly by WRCOG or PACE Provider.
3. For deals with more than one parcel, the fee for each additional parcel will be \$150 per parcel.
4. Initial year fee only applies to projects that fall within a county that [PACE Provider] is not actively enrolling.

DTA's Fee Schedule

Exhibit "B"

Labor Category	Labor Rate
President/Managing Director	\$290/Hour
Senior Vice President	\$260/Hour
Vice President	\$240/Hour
Senior Manager	\$205/Hour
Manager	\$195/Hour
Senior Associate	\$185/Hour
Associate III	\$175/Hour
Associate II	\$165/Hour
Associate I	\$150/Hour
Research Associate II	\$140/Hour
Research Associate I	\$125/Hour

Additional tasks may include but are not limited to the following:

- Consulting services after the removal of assessment installments from the property tax roll pertaining to the collection of delinquent assessment installments and/or assistance with foreclosure actions/proceedings;
- Consulting services and/or database setup/updates pertaining to bond refunding's, securitizations, exchanges, and/or restructurings;
- All hourly rates are subject to cost-of-living increase every 12 months, not to exceed an increase of 5% per year;
- Consulting services related to a Financial Needs Analysis ("FNA") (or other) delinquency purchases;
- Creation of new/custom reports or other requests from WRCOG;
- For an additional fee, we can assist with developing a custom dashboard to allow WRCOG to access key information pertaining to their assessments; and
- In addition, DTA shall invoice WRCOG for certain expenses, including but not limited to the pass through of county enrollment and roll correction costs.



Western Riverside Council of Governments Administration & Finance Committee

Staff Report

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

Contact: Casey Dailey, Interim Deputy Executive Director, cdailey@wrcog.us, (951) 405-6720

Date: August 12, 2026

Recommended Action(s):

1. Recommend that the Executive Committee authorize the Interim Executive Director to execute a Professional Services Agreement with Best Best & Krieger for administrative and legal services for WRCOG PACE Programs through June 30, 2031. **OR**
2. Direct staff to release a Request for Proposals for the services requested.

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 January 1, 2027. Staff is requesting to continue services with BB&K and to enter into a new PSA through June 30, 2031. Costs associated with the Agreement will continue to be paid through administrative fees collected from property owners with WRCOG PACE assessments.

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 PSA with BB&K for PACE Administrative and Legal Services. This effort aligns with WRCOG's 2022-2027 Strategic Plan Goal #5 (Develop projects and programs that improve infrastructure and sustainable development in the subregion).

Discussion:

Background

In December 2011, WRCOG launched the HERO Program which provided Property Assessed Clean Energy (PACE) financing to residential and commercial property owners in western Riverside County. In 2014, the California HERO Program was launched to offer PACE financing in jurisdictions throughout California. From 2011 - 2020, over 90,000 residential PACE assessments were completed across California as part of the HERO and California HERO Programs. On December 7, 2020, the Executive Committee discontinued WRCOG's Residential Property Assessed Clean Energy (PACE) Program due

to years of declining PACE assessments and the filing of bankruptcy by Renovate America. The Commercial PACE (C-PACE) portion of the Program remains active.

The WRCOG PACE Programs are structured to fund WRCOG's administrative costs, as well as the costs of its program partners, DTA, Public Financial Management (PFM), Best Best & Krieger (BB&K), and trustees (Wilmington Trust and Bank of New York Mellon), through the costs of issuance associated with each Residential and Commercial PACE bond as well as annual assessment administrative fees.

Since inception, BB&K has been an essential partner to WRCOG in the overall PACE Programs' development and implementation, bond counsel services, compliance with California assessment district and public finance laws, assessment financing and other specialized support to maintain program functionality and financial solvency.

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. Since 2021, the market for these specialized services has not changed and staff is unaware of any new firms that possess the same skills, experience and expertise as BB&K to accomplish the needs of this agreement.

Present Situation

The agreement term with BB&K is active until December 31, 2026. Staff is recommending utilizing a Sole Source Justification with BB&K for this agreement. BB&K has extensive experience with legal services, assessment financing, bond transactions, public finance, and regulatory issues associated with WRCOG's PACE Programs since Program inception. BB&K is uniquely and highly qualified to meet WRCOG's specific program needs in California PACE law, and BB&K has provided legal counsel during the Program's development and throughout its ongoing administration. The results of prior competitive solicitations were with only one firm, which was BB&K who submitted a responsive proposal. Staff determined that no other qualified legal firm is currently available to provide equivalent specialized services.

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

One advantage to this contract is that it provides certainty regarding the expenses and services to be provided. By basing the fee on the number of active assessments and prepayments, staff is better able to project anticipated expenses associated with this contract. This cost will continue to steadily decline over time as the number of outstanding assessments decline due to prepayments and fully matured assessments. All costs associated with this agreement are paid through Program proceeds held and distributed by the Program trustee and not paid from WRCOG's General Fund.

In summary, BB&K has been an essential partner to WRCOG's PACE Programs since inception; BB&K provides a specialized service that has been tailored to WRCOG specific needs in order to administer the Program and changing vendors would create inefficiencies and confusion in the administration of a very complex program. Finally, BB&K has agreed to maintain the existing fee structure for the services provided under the agreement.

For the reasons listed above, staff requests that the Administration & Finance Committee recommend that the Executive Committee authorize the Interim Executive Director to approve the Professional Services Agreement with BB&K (Attachment 1).

Alternatively, the Administration & Finance Committee can also direct staff to release a Request for Proposals to competitively solicit proposals for these specialized services.

Prior Action(s):

May 6, 2024: The Executive Committee authorized 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.

April 10, 2024: The Administration & Finance Committee recommended 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.

Financial Summary:

PACE Program activities are included in the Agency's adopted Fiscal Year 2026/2027 Budget under the Energy & Environmental Department. The costs associated with the proposed Agreement are paid through administrative fees incurred by property owners with WRCOG PACE assessments.

Attachment(s):

[Attachment 1 - PSA with BBK admin and legal services.pdf](#)

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

1. PARTIES AND DATE.

This Agreement is made and entered into September 14, 2026, 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, 2027, to June 30, 2031. 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 Christopher Gray, Interim 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 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 contain the invoice number and date; remittance address; Agreement number 2027-67-5000-001, 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 advice 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
1955 Chicago Avenue, Suite 200
Riverside, CA 92507
Attn: Casey Dailey, Interim Deputy Executive Director

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.

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: _____

Name: Christopher Gray
Title: Interim Executive Director

Name: _____
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:

- \$429 per hour for Partners and Of Counsel
- \$308 per hour for Senior Associates
- \$271 per hour for Junior Associates
- \$209 per hour for Senior Paralegal
- \$187 for Junior Paralegal and
- \$187 per hour for Closing Coordinator

The fee schedule above is effective as of January 1, 2026. 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 every January 1, effective January 1, 2027, 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.