RIVERSIDE COUNTY TRANSPORTATION COMMISSION

MEETING AGENDA

TIME/DATE: **9:30 a.m. / Wednesday, April 8, 2026**

LOCATION: **DoubleTree by Hilton**
Mesquite Ballroom
67967 Vista Chino
Cathedral City, CA 92234

COMMISSIONERS

Chair – Raymond Gregory
Vice Chair – Jeremy Smith
Second Vice Chair – Chuck Washington

Jose Medina, County of Riverside, District 1
Karen Spiegel, County of Riverside, District 2
Chuck Washington, County of Riverside, District 3
V. Manuel Perez, County of Riverside, District 4
Yxstian Gutierrez, County of Riverside, District 5
Sheri Flynn / Cynthia Barrington, City of Banning
Lloyd White / David Fenn, City of Beaumont
Joseph DeConinck / Johnny Rodriguez, City of Blythe
Linda Molina / Eric Cundieff, City of Calimesa
Jeremy Smith / Kasey Castillo, City of Canyon Lake
Raymond Gregory / To Be Appointed, City of Cathedral City
Denise Delgado / To Be Appointed, City of Coachella
Jim Steiner / Tony Daddario, City of Corona
Dirk Voss / To Be Appointed, City of Desert Hot Springs
Clint Lorimore / Todd Rigby, City of Eastvale
Linda Krupa / Joe Males, City of Hemet
Toper Taylor / Dana Reed, City of Indian Wells
Waymond Fermon / Oscar Ortiz, City of Indio
Brian Berkson / Armando Carmona, City of Jurupa Valley
Kathleen Fitzpatrick / Deborah McGarrey, City of La Quinta
Bob Magee / Timothy Sheridan, City of Lake Elsinore
Bob Karwin / Dean Deines, City of Menifee
Ulises Cabrera / Edward Delgado, City of Moreno Valley
Cindy Warren / Lisa DeForest, City of Murrieta
Fia Sullivan / Kevin Bash, City of Norco
Jan Harnik / Joe Pradetto, City of Palm Desert
David Ready / Grace Garner, City of Palm Springs
Michael M. Vargas / Elizabeth Vallejo, City of Perris
Steve Downs / Ted Weill, City of Rancho Mirage
Chuck Conder / Patricia Lock Dawson, City of Riverside
Valerie Vandever / Alonso Ledezma, City of San Jacinto
James Stewart / Brenden Kalfus, City of Temecula
Joseph Morabito / Dustin Nigg, City of Wildomar
Catalino Pining, Governor's Appointee Caltrans District 8

Comments are welcomed by the Commission. If you wish to provide comments to the Commission, please complete and submit a Speaker Card to the Clerk of the Board.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

www.rctc.org

MEETING AGENDA*
****Actions may be taken on any item listed on the agenda***

9:30 a.m.
Wednesday, April 8, 2026

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Mesquite Ballroom
67967 Vista Chino, Cathedral City, CA 92234

For members of the public wishing to submit written comments, please email comments to the Clerk of the Board at lmobley@rctc.org prior to April 7, 2026, and your comments will be made part of the official record of proceedings.

In compliance with the Brown Act and Government Code Section 54957.5, agenda materials distributed 72 hours prior to the meeting, which are public records relating to open session agenda items, will be available for inspection by members of the public prior to the meeting at the Commission office, 4080 Lemon Street, Third Floor, Riverside, CA, and on the Commission's website, www.rctc.org.

In compliance with the Americans with Disabilities Act, Government Code Section 54954.2, and the Federal Transit Administration Title VI, please contact the Clerk of the Board at (951) 787-7141 if special assistance is needed to participate in a Commission meeting, including accessibility and translation services. Assistance is provided free of charge. Notification of at least 48 hours prior to the meeting time will assist staff in assuring reasonable arrangements can be made to provide assistance at the meeting.

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENTS – *Each individual speaker is limited to speak three (3) continuous minutes or less. The Commission may, either at the direction of the Chair or by majority vote of the Commission, waive this three-minute time limitation. Depending on the number of items on the Agenda and the number of speakers, the Chair may, at his/her discretion, reduce the time of each speaker to two (2) continuous minutes. In addition, the maximum time for public comment for any individual item or topic is thirty (30) minutes. Also, the Commission may terminate public comments if such comments become repetitious. Speakers may not yield their time to others without the consent of the Chair. Any written documents to be distributed or presented to the Commission shall be submitted to the Clerk of the Board. This policy applies to Public Comments and comments on Agenda Items.*

Under the Brown Act, the Commission should not take action on or discuss matters raised during public comment portion of the agenda that are not listed on the agenda. Commission members may refer such matters to staff for factual information or to be placed on the subsequent agenda for consideration.

5. ADDITIONS / REVISIONS – *The Commission may add an item to the Agenda after making a finding that there is a need to take immediate action on the item and that the item came to the attention of the Commission subsequent to the posting of the agenda. An action adding an item to the agenda requires 2/3 vote of the Commission. If there are less than 2/3 of the Commission members present, adding an item to the agenda requires a unanimous vote. Added items will be placed for discussion at the end of the agenda.*

6. CONSENT CALENDAR – *All matters on the Consent Calendar will be approved in a single motion unless a Commissioner(s) requests separate action on specific item(s). Items pulled from the Consent Calendar will be placed for discussion at the end of the agenda.*

6A. APPROVAL OF MINUTES – JANUARY 29-30 WORKSHOP AND MARCH 11, 2026

Page 1

6B. MONTHLY INVESTMENT REPORT

Page 42

Overview

This item is for the Commission to:

1) Receive and file the Monthly Investment Report for the month ended February 28, 2026.

6C. FISCAL YEAR 2024/25 COMMISSION AUDIT RESULTS

Page 45

Overview

This item is for the Commission to:

1) Receive and file the Fiscal Year 2024/25:
   a) Annual Comprehensive Financial Report (ACFR);
   b) Local Transportation Fund (LTF) Financial and Compliance Report;
   c) State Transit Assistance (STA) Fund Financial and Compliance Report;
   d) State of Good Repair (SGR) Financial and Compliance Report;
   e) Low Carbon Transit Operations Program (LCTOP) Account Financial and Compliance Reports;
   f) Single Audit Report;
   g) RCTC 91 Express Lanes Fund Financial Report;
   h) 15 Express Lanes Fund Financial Report;
   i) Debt Compliance Report;
   j) Agreed-Upon Procedures Report related to the Appropriations Limit Calculation;
   k) Agreed-Upon Procedures Report related to the Commuter Assistance Program (CAP) incentives;

l) Auditor's communication to those charged with governance for both the financial statements and the Single Audit;
m) Management certifications; and
n) Auditor Required Communications Report.

6D. STATE AND FEDERAL LEGISLATIVE UPDATE

Page 395

Overview

This item is for the Commission to:

1) Receive and file a state and federal legislative update.

6E. MASTER AGREEMENTS AND RESOLUTIONS WITH CALTRANS FOR STATE-FUNDED TRANSIT PROJECTS, TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM, AND STATE RAIL ASSISTANCE PROGRAM

Page 398

Overview

This item is for the Commission to:

1) Adopt Resolution No. 26-005, "*Authorization for the Execution of a Master Agreement and Program Supplements for State- Funded Projects"* with California Department of Transportation (Caltrans);
2) Approve Agreement No. 26-25-065-00 with Caltrans for state-funded transit projects;
3) Adopt Resolution No. 26-004, *"Authorization for the Execution of a Master Agreement and Program Supplements for Transit and Intercity Rail Capital Program (TIRCP)- Funded Projects"* with Caltrans;
4) Approve Agreement No. 26-25-064-00 with Caltrans for state-funded TIRCP projects;
5) Adopt the State Rail Assistance (SRA) program, Resolution No. 26-006, *"Authorization for the Execution of the State Rail Assistance Project"* with Caltrans, the Authorized Agent Form, and Certification Assurances; and
6) Authorize the Executive Director, pursuant to legal counsel review, to finalize and execute the agreement and future program supplements on behalf of the Commission.

6F. AMENDMENT NO. 1 WITH LOS ANGELES COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES, FOR REGIONAL SOCAL 511 TRAVELER INFORMATION SERVICES

Page 473

Overview

This item is for the Commission to:

1) Approve Amendment No. 1 to Agreement No. 21-45-022-00, between the Los Angeles County Service Authority for Freeway Emergencies (LA SAFE), San Bernardino County Transportation Authority (SBCTA), and the Commission for continued Southern California's 511 traveler information system services, for a sixty-two month term, for an additional amount of $940,731, and a total amount not to exceed $1,831,237; and
2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission.

6G. JOINING PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT JOINT POWERS AUTHORITY FOR CYBER SECURITY INSURANCE

Page 482

Overview

This item is for the Commission to:

1) Approve the Public Risk Innovation, Solutions, and Management Joint Powers Authority Agreement and Memorandum of Understanding for the Cyber Liability Program;
2) Authorize the Chair, pursuant to legal counsel review, to execute the agreements on behalf of the Commission; and
3) Appoint the Executive Director, or his designee, to serve as the officer responsible for risk management and liaison between the Commission and Public Risk Innovation, Solutions, and Management pursuant to the Joint Powers Agreement requirements.

7. MOBILITY SERVICES UPDATE (JULY–DECEMBER 2025)

Page 509

Overview

This item is for the Commission to:

1) Receive and file the Mobility Services Update for July through December 2025.

8. TRANSPORTATION DEMAND MANAGEMENT MODERNIZATION CONTRACTS

Page 514

Overview

This item is for the Commission to:

1) Award Agreement No. 26-41-034-00 with Alta Planning + Design, Inc. for Next Generation Strategic Transportation Demand Management Plan services, for an eighteen-month term, in an amount not to exceed $385,895;
2) Award the following agreements to provide on-call transportation demand management services for three-year base period with two, one-year options to extend the agreements for a total period of performance of up to five years in an amount not to exceed an aggregate value of $7,000,000;
   a) Agreement No. 26-41-035-00 with AECOM Technical Services;
   b) Agreement No. 26-41-056-00 with Alta Planning + Design;
   c) Agreement No. 26-41-057-00 with HNTB Corporation;
   d) Agreement No. 26-41-058-00 with ICF Consulting;
   e) Agreement No. 26-41-059-00 with Media Beef;
   f) Agreement No. 26-41-060-00 with Nelson\Nygaard Consulting Associates;
   g) Agreement No. 26-41-061-00 with Steer Davies & Gleave;
3) Approve Agreement No. 26-41-067-00 with the Mobile Source Air Pollution Reduction Review Committee (MSRC) funding agreement as part of its Transportation Demand Management CTC Partnership Program in an amount not to exceed $4,000,000; and
4) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement, on behalf of the Commission.

9. COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS' CONTINUED ANALYSIS OF CASH FLOW CONCERNS

Page 1058

Overview

This item is for the Commission to:

1) Receive and file a presentation from the Coachella Valley Association of Governments (CVAG) Executive Director, Tom Kirk, who will present CVAG's continued analysis and cash flow concerns that was presented at the March 16 CVAG Executive Committee.

10. SUNLINE STATE OF THE AGENCY

Page 1065

Overview

This item is for the Commission to:

1) Receive and file the report on the state of SunLine Transit Agency.

11. ITEM(S) PULLED FROM CONSENT CALENDAR AGENDA

12. EXECUTIVE DIRECTOR REPORT

13. COMMISSIONER COMMENTS

Overview

This item provides the opportunity for brief announcements or comments on items or matters of general interest.

14. ADJOURNMENT

The next Commission meeting is scheduled to be held on **Wednesday, May 13, 2026.**

AGENDA ITEM 6A

MINUTES

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

MINUTES

Thursday and Friday, January 29-30, 2026

The Riverside County Transportation Commission Workshop was called to order by Chair Raymond Gregory at 1:41 p.m., at the DoubleTree by Hilton, in the Oleander Ballroom, 67967 Vista Chino, Cathedral City, California 92234.

ROLL CALL

Commissioners/Alternates Present		Commissioners Absent
Brian Berkson	Jeremy Smith	Ulises Cabrera
Chuck Conder	Karen Spiegel	Steve Downs
Joseph DeConinck	Jim Steiner	Waymond Fermon
Denise Delgado	Fia Sullivan	Yxstian Gutierrez
Kathleen Fitzpatrick	Valerie Vandever	Jose Medina
Sheri Flynn	Dirk Voss	Catalino Pining
Raymond Gregory	Cindy Warren	James Stewart
Jan Harnik	Chuck Washington	Michael M. Vargas
Bob Karwin	Lloyd White	
Linda Krupa*		
Clint Lorimore		
Bob Magee		
Linda Molina		
Joseph Morabito		
V. Manuel Perez		
David Ready		
Dana Reed		

*Arrived after the meeting was called to order.

PUBLIC COMMENTS

There were no requests to speak from the public.

CHAIR'S WELCOME

Chair Gregory welcomed everyone to the Doubletree Resort in Cathedral City. It is great to be in one of the nine cities that make up the heart of the Coachella Valley. He thanked Aaron Hake and all the RCTC staff who have made this workshop possible, especially Lisa Mobley and her team for their exceptional efforts. Did you know just a couple of miles to the west is the first segment of CV Link, a visionary project redefining how people move through Coachella Valley. What started as an ambitious idea has become a groundbreaking 40-mile corridor that allows residents

and visitors to walk, run, bike, or travel by low-speed electric vehicle in a safe, connected, and forward-looking way. The moment you exited I-10, you experienced another success story: CV Sync, the growing network that synchronizes traffic signals across community boundaries. These efforts, led by the Coachella Valley Association of Governments (CVAG) and supported by many partners, including this Commission, show what can happen when we embrace bold ideas and smart technology. This year, that momentum carries special meaning as 2026 marks the 50th anniversary of Riverside County Transportation Commission.

Half a century ago, local leaders secured state legislation establishing RCTC with a clear purpose: to provide the regional leadership and coordination needed to keep a rapidly growing county moving. A major milestone followed in 1988, when Riverside County voters approved Measure A after the Legislature granted this Commission's taxing authority. In 2002, residents reaffirmed that commitment, renewing Measure A with a two-thirds vote. In 2008, tolling authority expanded our tools, enabling innovative approaches to both financing and congestion management. More than $6 billion has been invested in transportation solutions across Riverside County. These investments include:

- Roadway expansions that improve reliability
- Passenger rail enhancements that strengthen regional connections
- Interchange upgrades and grade separations that enhance safety and access
- Bus and specialized transit services that expand mobility for all
- Local street and road funding that keeps every community moving

Looking at the major projects completed, the impact becomes even clearer:

- I-215 Bi-County Gap Closure (2015) — $170 million — 3,000+ jobs
- 91/Perris Valley Line (2016) – $248.3 million — 4,000+ jobs
- SR-91 High Occupancy Vehicle Lanes (2016) — $248 million — 4,000+ jobs
- State Route 91 Corridor Improvements (2017) — $1.4 billion — 16,000+ jobs
- I-15 Express Lanes (2021) — $472 million — 8,000+ jobs

In 2026, we will break ground on three major projects: the Mid County Parkway/Ramona Expressway, the Perris–South Station expansion, and the SR-60/Potrero Interchange. The I-15 Smart Freeway Pilot Project will come online, and considerable progress will continue on the SR-79 Realignment and Coachella Valley Rail. As we set our goals for 2026, it is important to look ahead and ask: What will the next 50 years require of us? Our time together gives us the opportunity to focus on delivering projects, embracing innovation, and achieving meaningful results for the people we serve now and for generations to come. He looks forward to the conversation ahead.

91 EXPRESS LANES OCCUPANCY DETECTION SYSTEM RESULTS

Reinland Jones, Toll Technology Manager, presented an update on the 91 Express Lanes Occupancy Detection System, highlighting the following:

- A photo of the 91 Express Lanes dedicated HOV3+ lane

- A photo of the 91 Express Lanes Occupancy Detection System (ODS) camera - The ODS camera takes photos of vehicles in the HOV3 lane, the system determines which vehicles do not have three or more occupants and sends those transactions to manual reviewers
- A graph of the cheaters caught from August 2025 – December 2025; the ODS is catching approximately 25,000 cheaters each month
- A graph of the monthly HOV transactions for 2024 and 2025
- A graph of the HOV3 transactions as a percent of all transactions
- A chart showing the continued use of the HOV3 lane at 62 percent; stopped using the express lanes at 15 percent; and moved to non-HOV lanes at 23 percent
- Photos from the ODS and how difficult it can be to determine the number of occupants
- ODS performance – 115,000 cheaters caught and 709 customer inquiries have been processed since inception
- ODS cost recovery
- Summary findings
  - ✓ ODS reduced the percent of cheaters from 40 percent to 30 percent
  - ✓ The HOV3 rate dropped from 25 percent to 21 percent
  - ✓ After being caught 38 percent stop using the HOV lane
  - ✓ The revenue generated will cover cost in 19 months
  - ✓ Experienced very few customer inquiries
  - ✓ The westbound system needs improvement

The Commissioners had a discussion about: the ODS; the cheating charges; social media campaign for alerting commuters; tinted windows issue; customer inquiries; motorcycles going through the HOV3+ lane; possibly weighing people in their car; how children are positioned in their car seat; before this program began how effective it would be during the nighttime; any studies done on the flow of traffic in the non-toll lanes due to the enforcement; if similar technology is in place for the other HOV lane; the steps for how the ODS determines a cheater in the HOV3+ lane; if it is an out of state vehicle; the clean air vehicles discount was also eliminated and impacts on the congested pricing; public notifications to customers about the deployment of ODS; and continued monitoring.

Chair Gregory stated the Commissioners are interested and they all want to keep the integrity of their systems as best as they can and make it so those that are following the rules are the majority of the ones to have the benefits of their facilities. No one is happy when cheaters are being able to get around that. They will be getting lots more in the future and more suggestions of ways to change technology or change their approach.

At this time, Chair Gregory asked if there was anyone from the public wishing to speak on this item. There were no requests to speak.

M/S/C to:

1) Receive and file the 91 Express Lanes Occupancy Detection System Results report.

CONNECTED VEHICLE PRESENTATION

Jennifer Crosson, Toll Operations Director, introduced Andrew Peppard, Kapsch Traffic Com. He presented information on Connected Vehicle and emerging technology that could benefit the management and operation of the Commission's Express Lanes, highlighting the following:

- What are connected vehicles?
  - ✓ Built-in Cellular Connection from OEM
  - ✓ Cellular – Vehicle to Anything (C-V2X)
  - ✓ Smartphones (and Apps)
- Connected vehicles allow for:
  - ✓ Vehicle-to-Everything (V2X) expands how we are going to communicate along our highways and streets tomorrow.
    - Seven total types (at least for now)
      1. Vehicle to network (V2N)
      2. Vehicle to infrastructure (V2I)
      3. Vehicle to vehicle (V2V)
      4. Vehicle to cloud (V2C)
      5. Vehicle to pedestrian (V2P)
      6. Vehicle to device (V2D)
      7. Vehicle to grid (V2G)
- Connected highway
  - ✓ Traffic mobility insights which may impact the efficiency of travel within highways
    - Congestion management
    - Safety
    - Real-time data collection
    - Tolling
- Infrastructure proposed for Express Lanes (shown)
- First connected vehicle initiative on SR-91

The Commissioners along with Andrew Peppard discussed: the overlap for legacy vehicles that do not have the technology that is going to change how they add on this feature to a vehicle; the vehicle to network type of approach; the device to install on the freeways; enabling technology; the legality behind RCTC collecting that data as part of the toll system; and how the Connected Vehicle Pilot has some legal things to work through.

Aaron Hake stated staff brought this before the Commissioners to educate on where the industry is and where it is going. RCTC's contractor Kapsch, who operates the roadside equipment for RCTC, is charged in their contract to bring RCTC ideas and technologies to improve the operation of the express lanes. They helped RCTC with the ODS and they are bringing forward a potential pilot program to implement on the 91 Express Lanes in Riverside County that pilots this connected vehicle technology to see if they can improve safety and reduce congestion. Staff would like to see if this is of interest to the Commission. Aaron Hake stated Tom Kirk, CVAG Executive Director, is here today and there has been connected vehicle technology embedded in

the CV Sync program that Tom Kirk can talk about, which is the reason the Commissioners are having this conversation.

The Commissioners continued discussing connected vehicle technology on recommending a suggested speed, the involvement of insurance companies, and what information is out there to be leveraged for providers.

Chair Gregory stated the goal here is to let the Commissioners know what it is and at some point, there will be a discussion about how that could be used.

The Commissioners discussed the impacts on the overall flow of traffic.

Tom Kirk stated they have CV Sync, with a lot of signals, there will be 500 units installed within the next three months and they cannot control their speed, but they are checking how fast they are going. CVAG is running a pilot project where they are showing the Indio Fire Department how quickly they can respond to a medical emergency when they have one of these units and he explained how that works.

M/S/C to:

1) Receive and file a presentation on Connected Vehicles.

MEASURE A REVENUE AND PROJECT FUNDING UPDATE

Sergio Vidal, Chief Financial Officer, presented an update for Measure A Revenue and Project funding, highlighting the following:

- Background and structure
  - ✓ Measure A Overview
  - ✓ Program Duration and Renewal
  - ✓ Geographic Fund Allocation
  - ✓ Supported Transportation Initiatives
- A list of the Measure A Western County Highway Projects (2002)
- Revenue overview collection since inception (1989-2025) graph
- Measure A collections: FY 2020 – FY 2025 table
- Measure A Revenue allocations by Geographic Area based on taxable sales by area for Western County, Coachella Valley, and Palo Verde Valley
- Measure A Collections: Measure A Sales Tax Revenues by Program and Geographic Area FY 2025 table
- Measure A forecast FY 2025/26 through FY 2038/39 table
- Measure A Western County funding gap
- Western County project cost comparison
- Potential funding options to address the highway funding gap
- Measure A outlook – Related next steps

Chair Gregory thanked Sergio Vidal for the presentation. They are all aware of the cost increase but just by laying it out there and showing what has happened helps give the Commissioners a little reality check as to where they are and what they face.

The Commissioners discussed why the increased project costs.

Erik Galloway stated it is related to pricing it is not one thing that is causing this, it is material costs, legislation, and requirements that RCTC must comply with from an environmental standpoint that may not have existed in 2002. Labor costs have gone up and changes in the way people are paid, back in 2002 are different from 2026. All those play a role and inflation is a big one and the longer they wait that price goes up every year.

The Commissioners discussed the Measure A forecast, and if the analysis is heading to request this Commission to recommend a policy to increase the amount of sales tax.

Aaron Hake stated yes, in the next presentation they will go over options this Commission has and what public opinion is on those options. Regardless of which direction this Commission wants to go it is staff's job to level with the Commissioners about what the reality is. The current measure has a finite number of years remaining on it, it has discrete projects named in the Western County and Coachella Valley works a little differently, but they are also facing the same challenges. They know in the communities there are projects that have been presented to RCTC and he is personally being requested how do they fund it so there will be a point in time very soon where staff will say there are projects that are in this measure they will not be able to deliver unless the Commission decides to do something. Many of these projects are multiyear decade long projects and will not be able to embark on those new ones unless staff know what their funding future is, so they are looking for that direction from the Commissioners.

At this time, Chair Gregory asked if there was anyone from the public wishing to speak on this item. There were no requests to speak.

M/S/C to:

1) Receive and file an update on Measure A Revenue and long-term projection.

TRAFFIC RELIEF PLAN 2026 FUNDING EFFORTS

Aaron Hake provided background information regarding the Traffic Relief Plan (TRP):

- At the 2016 Workshop the Commission received a report like Sergio Vidal just presented about RCTC's finances and the cost of projects which included an analysis of what the traffic congestion would be in this county for 10 years up to 40 years. The Commission directed staff to sponsor legislation to increase RCTC's statutory authority to ask the voters for a sales tax. RCTC sponsored that legislation, Assembly Member Eduardo Garcia authored the bill, and it made it to the Governor's desk. Now RCTC has the authority to go from a half cent to a full cent if the voters approve.

- A few years later the Commission did another analysis since the half cent still would not be enough to meet the needs in this county 10 to 30 years from now. The Commission wanted staff to sponsor another bill to raise their statutory capacity by another half cent so that they would have a full cent and a half capacity. The Governor signed that bill also.
- As of today, RCTC and their public utilities code statute can ask the voters and implement a sales tax up to a cent and a half. During this time, the Commission directed staff to develop what the traffic improvement needs are of this county which became the TRP. It has all the projects, programs, and aspirations for this county for the next 30 years. This Commission devoted an extraordinary amount of time, energy, and resources into listening to the public's needs and wants. That TRP is a $30 billion 30-year plan.
- The Commission came close to going forward with a sales tax measure on the ballot in the November 2020 election. That workshop was held on January 30-31, 2020, and about three weeks later the world changed there was a lot of uncertainty so a few months later the Commission decided to pause this discussion. The Commission adopted the TRP and deferred the conversation on the ballot.
- In 2023, the Commission came back and said they are beyond the pandemic, congestion is back and it came back worse than it was in 2019. The Commission wanted to go back and look at this TRP and start looking at 2024. Staff updated the TRP they did a fresh robust round of public outreach with the entire county and spoke to their city councils, district supervisors, and stakeholders and that 2024 TRP was adopted by the Commission. Again, they were close to a decision with the Commission on whether to put a measure on the ballot. What occurred then was the change in Sacramento. The Commission is required to get two thirds vote of the public on the taxes.
- In 2024 there was ACA 1 that became Proposition 5 that constitutional amendment proposed by the Legislature was to lower the voter threshold for infrastructure related taxes from two thirds to a 55 percent threshold to pass. The Legislature decided to amend that proposition to apply to housing only and left transportation out. The Commissioners are going to see when they go over the history of their public opinion surveys, there have been times when they have been around two thirds mark in their public opinion polling countywide. There have been times where they have been way below it, or just below it, and their 2024 polling showed they would be just below two thirds vote. The Commission decided not to put the measure on the ballot.
- There has been interest from the private sector and other stakeholders in the county in putting a citizens' initiative forward. RCTC cannot be involved in a citizens' initiative. The Self-Help Counties Coalition is the organization of 25 local county transportation agencies such as RCTC that have half cent sales taxes. They are a coalition of organizations that sponsored SB 512, that bill would clarify the law to say that organizations such as RCTC and other transit agencies do indeed have the authority to implement a citizen initiative. SB 512 sailed through the Legislature, but the Governor vetoed that bill. The Governor's perspective was that the legal authority already exists.
- What we are left with is the Commission wants to fund a TRP and all the projects in there, all the aspirations at this moment is left to the Commission to decide, and the threshold to pass it is two thirds. Legislation could be passed in the future to clarify that issue about citizens' initiatives but right now that does not exist.

- Today they want to talk about where public opinion stands on a transportation ballot measure. They have brought their pollster Richard Bernard from FM3 Research, who has worked with RCTC since 2016. Richard Bernard is here to provide honest feedback about what the data says, what the public opinion says, and he has done these surveys throughout all Southern California for many agencies. What they would like to leave this meeting with is a sense from the Commissioners of whether they should take any of the options off the table at this time. The Commission has already approved a robust public engagement campaign for public education effort for the next three to four months. There will be a traffic poll in spring to update these numbers again so the Commission can make an informed decision on whether to put a measure on the ballot to fund the projects in the TRP.

Richard Bernard presented Riverside County Transportation Issues FY 2025/26 Surveys update, highlighting the following areas:

- Survey Methodology from September 28 – October 14, 2025: Total Interviews - 3,186 Countywide; 1,812 Western Riverside County; 1,235 Coachella Valley
- Survey Methodology from January 6 – 15, 2026: Total Interviews - 1410 Countywide, 801 Western Riverside County, 596 Coachella Valley
- Perception of the right direction in Riverside County remains the same as 2025 but lower than previous year
- The vast majority continue to perceive there is at least some need for additional funds for the Riverside County's transportation system – Countywide; Western Riverside County; Coachella Valley graphs
- Hypothetical Sales Tax Measure tested in survey (As approved by Legal Counsel)
- Overall, slight majorities initially support the establishment of a new 1¢ and ½¢ transportation measure, with voters more split on the establishment of a new ½¢ transportation measure and continuation of the existing measure graphs
- Hypothetical Sales Tax Extension tested in survey (As approved by Legal Counsel)
- Three-quarters are likely to initially vote yes on the super majority extension measure, with support greater in Coachella Valley *(Extending the Current ½¢ Transportation Sales Tax Measure)*: Countywide; Western Riverside County; Coachella Valley graphs
- Keeping roads in good condition, repairing potholes and roads; as well as reducing congestion are leading measure priorities for Riverside County voters *(Countywide; Ranked by Importance Rating "6" and "7", Very Important)* graph
- Vote Progression of all Three Measures Tested in the Survey – Establishing a 1¢ transportation sales tax; establishing a ½¢ transportation sales tax; establishing and continuation of ½¢ transportation sales tax graphs
- Vote Progression: 1¢ Sales Tax Riverside County vs. Western Riverside County vs. Coachella Valley *(Establishing a 1¢ Transportation Sales Tax Measure)*: Countywide; Western Riverside County; Coachella Valley graphs
- Vote Progression Countywide 1¢ Sales Tax 2023 vs. May 2024 vs. June 2024 vs. September/October 2025 Transportation Sales Tax Measure *(Establishing a 1¢ Transportation Sales Tax Measure graphs)*

- Vote Progression: ½¢ Sales Tax Riverside County vs. Western Riverside vs. Coachella Valley *(Establishing a ½¢ Transportation Sales Tax Measure)*: Countywide; Western Riverside County; Coachella Valley graphs
- Vote Progression: Establishment of a New ½¢ Sales Tax and ½¢ Sales Tax Continuation: Riverside County vs. Western Riverside vs. Coachella Valley *(Establishing & Continuation ½¢ Transportation Sales Tax Measures)*: Countywide; Western Riverside County; Coachella Valley graphs
- Countywide vs Western Riverside vs Coachella Valley Extending the Existing ½¢ Transportation Sales Tax *(Extending the Existing ½¢ Transportation Sales Tax Measure)*: Countywide, Western Riverside County; Coachella Valley graphs
- Vote Progression of all Four Measures Tested in the Survey (Countywide):
  - ✓ 2025 Establishing a 1¢ Transportation Sales Tax graph
  - ✓ 2025 Establishing a ½¢ Transportation Sales Tax graph
  - ✓ 2025 Establishing & Continuation ½¢ Transportation Sales Tax graph
  - ✓ 2026 Extending the Existing ½¢ Transportation Sales Tax graph
- Almost one-quarter reported they were aware of a plan to reduce traffic and improve transportation in Riverside County, with 85 percent having reported they had heard at least a little about it (graphs)

Chair Gregory thanked Richard Bernard for all that information and data, it is very eye opening and thanked him for breaking it down with the areas of the County, it was quite helpful.

At this time, the Commissioners had a lengthy discussion with Richard Bernard about: why undecided went up after voter education; based on any data collected is there any way to extrapolate where those undecideds mostly align; it depends on the community; the last measure to extend the existing ½¢ Sales Tax Measure is the most promising; in other counties where Richard Bernard has done similar polling was exit polling done to determine what those undecideds did, those exit polling results mirror the actual results of the final vote; those undecided, or lean yes, or lean no voters are open to education; everyone knows about a sales tax but might not know a lot of details; they all have an opinion on transportation; every county has until the first week at the end of August to place a measure on the ballot; there are a number of months to educate folks as education is really critical; staff is looking to the Commissions' direction as to where they want to go, and that will shape education; the average voter if they get their education at all it is through the sample ballot; another piece to the education is do people understand what that sales tax measure is and do people understand that it is not on food, or prescriptions, or rent; and the Commission might wait until May or June to make that decision and what might happen during that time.

At this time, Commissioner Linda Krupa joined the meeting.

The Commissioners continued their discussion along with Richard Barnard about: the education that was given which was their CPI indexes; aging bridges; within the context that this is a continuation measure and used the data that was presented earlier to say this Measure A has generated hundreds of millions of matching funds; water is important in some communities medicine and groceries, focused mostly on transportation and have been tracking this data over

time; the diverse county; they are subregional specific in every community; and when they are talking about a tax initiative like this one of the greatest tools there is in the local control tool box.

Aaron Hake stated that the Commission approved a public engagement program on the TRP that they executed and are just ramping that up now. They will be seeing it on social media feeds, hearing it on streaming radio, seeing it on public service announcements, and community events in their cities. They are going to do a robust public engagement program throughout the County on the TRP and will do a tracking survey after that education has occurred and will test these same questions to see the results of that and if that had an impact on the numbers.

The Commissioners continued their discussion along with Richard Bernard regarding: how other cities are looking at their own 1¢ sales tax; how is a county measure compared to a local measure; when a local county measure pass at the same time it can be more challenging when it is the same taxing mechanism; the individual cities the are running at the same time they both may capitalize off each other; depending on the type of sales tax it has an impact; opposition spending on current campaigns where does that come from and is it recently pretty heavy with some campaigns; and the gas tax the county voted a majority to repeal the gas tax that suggests there were groups out there that were worried about additional funding for these measures.

Steve DeBaun, Legal Counsel, stated that the Commission needs to be careful that they are not talking about how a campaign might be run or campaigning. They need to stay away from that.

Commissioners White clarified the decision they are being asked to consider is whether or not RCTC does one.

Steve DeBaun stated that is the only discussion they are having.

Chair Gregory clarified that this is just for information, so they are not asking to make a decision although staff is listening to their feedback.

The Commissioners continued their discussion along with Richard Bernard about: speaking with many people since the TRP came out most of them are not aware there is a sunset on Measure A; there are senior citizens and single families and just one more tax is hard on them; when making this decision to look at it as a whole; the top five issues that continuously come up by folks like public safety, transportation, cost of living, affordable housing issues, and homelessness; the data from Riverside County suggests that transportation was high with respect to traffic congestion; concern for costs the longer they wait the more pricing goes up; the next steps for educating people; the other thing to consider is that the next election cycle is coming up and it is going to be controversial and to understand that piece as well; consider that if they did move forward with the extension and Legislation is passed that can help the Commission and they would just need 50 plus one; making sure whoever was the author of that legislation that they revisit with them to make sure there is a way if possible to actually get that passed; key components to keep in mind they have the gubernatorial race as opposed to the presidential race in November; FM3 Research models for a lower turnout than a presidential election; typically presential elections

voters tend to be more supportive of these kinds of measures; the 78 percent approval to extend; the data gives the Commission a good opportunity to secure what they have to try to end that sunset; what the drop off is between those people who vote for a governor, or a congressman and then they get down to the county ballot measures because it is presumably a lower percentage then the actual likely voters; the sooner they renew the measure they can bond against that money and build today's projects that will be paid for in 2040-2050; they authorize staff to continue working on the education program; continue working on the polling making the decision at the very last minute; and they are looking at an 86 percent favorable rating now to renew Measure A it drops by 20 points if there is opposition.

Steve DeBaun stated that they cannot talk about funding.

Commissioner Reed stated he supports Vice Chair Smith's recommendation and if that was in a form of a motion.

Vice Chair Smith stated that it was.

Commissioner Reed stated he will second the motion. To continue the TRP public outreach program in 2026 which is item three in their staff recommendation.

Chair Gregory stated this is a discussion it is a receive and file they are not taking any motions.

Commissioner Reed stated that the agenda says that action can be taken on any measure listed in the agenda on the very first page.

Steve DeBaun stated that Commissioner Reed is correct, they added that to the agenda 30 years ago. They do not need a motion today and would advise against it.

The Commissioners continued their discussion about agreeing with the extension of the sales tax measure, west of Beaumont many of those cities are going to begin looking for a ½¢ sales tax to supplement their own transportation issues they have in their own city and will that sabotage the potential ability to address the day to day operation roads in their city, and the number one thing is homelessness next is public safety on the fire side and education is a big part of this.

At this time, Commissioner Perez left the meeting.

Chair Gregory stated what he heard from staff is that they have already approved and are moving forward with the education piece and what he heard from the Commissioners is that they need to do that strongly and to all get involved. Also, to continue the monitoring to see how education affects the climate in the county and is hearing a strong consensus from most of the Commissioners that they want to look at extending the existing sales tax and perhaps look at something else if something significantly changes before the deadline. Since it is left with that, he does not think that it is proper today to decide today and they want the opportunity to pivot if something changes. They do want staff to do what they said they were going to do and bring

this back to the Commissioners in a properly noticed meeting with an agenda item and the opportunity for the public to weigh in at the meeting.

Aaron Hake thanked the Commissioners for the discussion this has brought a lot of clarity to him and staff as to how they go from here and they want to be transparent. They developed an expenditure plan and an ordinance for an increase the Commission reviewed last year. They have never considered an extension or a renewal because of the Commission's interest in what the numbers show here, and staff is now going to invest time and resources into that proposal. RCTC has an ad hoc committee that is assigned to review these funding measures, and he would suggest they can use that to develop the proposal before it is brought back to the Commission. He appreciates the Commissioners' support for continuing public education efforts. As they go through the public education effort with their tracking poll and then develop their options over the next couple months, he sees there will be Proposal A and Proposal B. One of them is the 1¢ they have been talking about for the TRP, the other one is the renewal. He hears where the Commission is leaning given some of the comments. They do not know whether there is going to be another event that might trigger public opinion to go one way or the other and that they do not prematurely pull an option off the table. Especially given they know eventually that this county is going to need that additional investment.

Chair Gregory asked if there were any public comments. There were no requests to speak.

In response to Commissioner Krupa, Aaron Hake replied that it would be continuing a ½¢ and then increasing by a ½¢.

Commissioner Krupa concurred with that.

M/S/C (Smith/Reed) to:

1) Receive and file:
   a) Background and purpose of the Traffic Relief Plan (TRP);
   b) Summary of the public engagement and education efforts;
   c) Results of the 2025 and 2026 public opinion surveys;
   d) Legislative update;
2) Discuss local funding options and opportunities in 2026; and
3) TRP public outreach in 2026.

At this time, Chair Gregory announced the workshop is done for the day and that dinner will be served at 6:00 p.m. Breakfast will be served tomorrow morning from 7:30 a.m. – 8:30 a.m. and the Workshop will commence at 8:30 a.m.

At 5:00 p.m., Chair Gregory called for a recess until 6:00 p.m.

There being no further business for consideration by the Riverside County Transportation Commission, the workshop adjourned at 7:00 p.m. The Commission Workshop will reconvene Friday, January 30 at 7:30 a.m.

Respectfully submitted,

Lisa Mobley
Administrative Services Director/
Clerk of the Board

MINUTES

Friday, January 30, 2026

The second day of the Riverside County Transportation Commission Workshop was called to order by Chair Raymond Gregory at 8:30 a.m., at the DoubleTree by Hilton, in the Oleander Ballroom, 67967 Vista Chino, Cathedral City, California 92234.

ROLL CALL

Commissioners/Alternates Present		Commissioners Absent
Brian Berkson	Dana Reed	Ulises Cabrera
Chuck Conder	Jeremy Smith	Steve Downs
Joseph DeConinck	Karen Spiegel	Waymond Fermon
Denise Delgado*	Jim Steiner	Yxstian Gutierrez
Kathleen Fitzpatrick	Fia Sullivan	Jose Medina
Sheri Flynn	Valerie Vandever	V. Manuel Perez
Raymond Gregory	Dirk Voss	Catalino Pining
Jan Harnik*	Cindy Warren	James Stewart
Bob Karwin*	Chuck Washington	Michael M. Vargas
Linda Krupa	Lloyd White	
Clint Lorimore		
Bob Magee		
Linda Molina		
Joseph Morabito		
David Ready*		

*Arrived after the meeting was called to order.

PUBLIC COMMENTS

There were no requests to speak from the public.

STATE ROUTE 91 MASTERPLAN

David Thomas, Toll Project Delivery Director, acknowledged the efforts of the consultants that work for RCTC on a lot of the projects that will be seen as the consultants are here supporting the projects and RCTC. He also acknowledged some of the other agencies that are involved in the projects being seen today that are here, Orange County Transportation Authority (OCTA), Transportation Corridor Agencies (TCA), and Riverside Transit Agency (RTA). He then presented an update for the State Route 91 Masterplan, highlighting the following areas:

- Background on the 91 Corridor (including a map of the 91 projects)
  - ✓ 2002 AB 1010
  - ✓ 2008 SB 1316
  - ✓ 2017 RCTC 91 Express Lanes

- State of Eastbound (EB) 91 Express Lanes
  - ✓ 15/91 ELC and EB 2.0 (Including a photo of the 15/91 ELC and EB 2.0)
    - EB 91 EL between I-15 and promenade (EB 2.0) – opened November 21, 2023
    - Improved capacity in EB 91 Express Lanes
  - ✓ 241/91 Tolled Express Connector (TCA) – 2029
  - ✓ 91 Eastbound Corridor Operations Project – 2030
    - $25 toll on Fridays by 2030
    - Breakdown conditions in Express Lanes by 2035
    - Fridays $46 in 2035$ ($33 in 2025)
    - Including a map of the 91 ECOP Project and the 241/91 Express Connector)
- State of Westbound (WB) 91 Express Lanes
  - ✓ October 1, 2025 at 6:00 a.m. photos of the WB 91 Express Lanes entrance and the WB 91 Express Lanes near Main Street

At this time, Commissioners Bob Karwin and David Ready joined the meeting.

David Thomas continued to present the following:

  - The convergence contributes to daily recurring congestion in the express lanes during the morning peak period that extends for approximately two miles from the WB 91 Express Lanes entrance to the vicinity of Lincoln Avenue
  - A second capacity constraint also exists at the entrance to the WB 91 Express Lanes. The circles depict queue jumpers trying to enter the single lane entrance which exacerbates the problem and contributes to longer queues and delay in entering the WB express lanes
- Planned projects and studies (Including a map of these projects)
  - ✓ 91 WB Improvements (2035)
  - ✓ 91 Improvements East of I-15 (2035)
  - ✓ 91 Next Generation Express Lane (2040+)
  - ✓ 91 Express Lane Major Pavement Rehab (2032)
  - ✓ 91 Third Express Lane (2035)
  - ✓ 15/91 Express Transit Connector (2033)
- 91 Third Express Lane Study (including a depiction of the proposed and existing condition)
  - ✓ Traffic Analysis for the WB AM peak period and the EB PM peak period
  - ✓ Revenue Analysis
  - ✓ Safety Analysis
- 15/91 Express Transit Center – Project study report and project development support (including a project area map)
  - ✓ W. Grand direct access ramp (DAR)
    - Direct access between SR-91 Express Lane and a new intersection at W Grand Blvd.
    - Serves transit buses and HOVs
    - Retaining walls, street realignment and partial ROW acquisition
  - ✓ Traffic Analysis

- Local intersections operate acceptably
- Increases express lane demand
- No impact on general purpose lanes

✓ Transit ridership & HOV benefits

- Existing Ridership (2025 Annual Boardings by Line)
  - RTA Route 200: ~168,000
  - RTA Route 206: ~9,000
  - Metrolink Inland Empire-Orange County Line: ~760,000
  - Metrolink 91/Perris Valley Line: ~770,000
- Estimated Ridership and HOV Benefits from 15/91 ETC (planning level)
  - ✓ With ridership growth throughout the years, the implementation of the I-15 ELPSE, and additional access to the Corona Transit Center, RTA Routes 200 and 206, annual ridership could increase from 177,000 to 305,000 (70 percent increase)
  - ✓ Potential new route via SR-241and potential for other new routes
  - ✓ New HOV access in Corona will incentivize carpool formation, reduce single occupancy vehicle trips and reduce vehicular traffic

- 91 Third Express Lane and 15/91 Express Transit Connector
- 91 Masterplan

Chair Gregory thanked David Thomas for the presentation, there is a lot in there, but he presented it quite well. The Commissioners are going to be asked to take a vote on this, so he wants to make sure that this one was properly noticed for a vote on what was heard today.

The Commissioners along with David Thomas had a discussion about: impacts for the third Express Lane on WB SR-91; the second option staff looked at to continue a third lane through the county line area into Orange County and tie it to the 241 connector; going from three to two lanes may not be advantageous; the impacts if this goes just to 241 for people trying to stay on the 91 into Orange County; the concept of the higher the toll the faster the flow which is how dynamic pricing works; keeping the express lanes flowing so there is a benefit that people will pay for; in years to come the toll could get to $45, going up that high to manage demand in the two lane facility is there today; reason for the proposed third lane which can be done mostly with restriping so it would not be impactful through the city of Corona; issues with managing trucks with all the traffic; and the EB direction three lane options.

Aaron Hake, Executive Director, stated to David Thomas in thinking about the Commissioners' questions and concerns about dropping a lane for the EB 91 Express Lanes today that connect to the 15 can they draw an analogy between how to capture one of the express lanes going onto the 15 similar to what they might do with 241 WB.

David Thomas stated today for EB it goes from two to three lanes before getting to I-15. That new lane that gets added is a direct lane to the I-15 connector then the middle lane becomes an optional lane and can either go to the I-15 or to the McKinley exit. This would be similar to that in the EB direction which basically ties that lane directly into 241 with option 2.

Aaron Hake stated when RCTC opened the 91 Express Lanes they did add more advanced signage and put shields on the lanes to say this lane is for 91 and 15. Then when they opened the new connector to the north there are ones for 15 north and 15 south. It took a little bit to work it out, but the drivers got used to it and it works pretty well now. They would use lessons learned from that for the WB lanes if they were to do this.

The Commissioners along with David Thomas discussed: the narrowing of the lane width and the speed impacts; in the WB direction there are two issues the capacity constraint going from three to two lanes and also the entrance capacity constraint which is a single lane entrance ramp; staff has a configuration they developed that would convert that into a two lane entrance ramp; according to the modeling there is a possible 2 percent increase in crashes and how many crashes actually occur; modeling for 2045 projection of accidents and what it is based on; accident rates today are about 300; with crashes if the model considered the increased speeds and crash rate; today's type of collisions also Caltrans tracks all collisions types in their database; the tool RCTC uses only does this predictive analysis based on a reduction and cross section; for adding a third lane it would include additional Freeway Service Patrol (FSP); and the safety analysis study did include the narrowing of lanes and concern for accidents if the lanes were narrowed.

At this time, Commissioner Denise Delgado joined the meeting.

The Commissioners continued their conversation along with David Thomas about: how there will be cameras on this route that are monitored 24/7 which helps deploy maintenance to remove objects much faster; the timeline if this were to go through completion would be by 2035 the analysis is based on; during construction what kind of disruption would it be on SR-91 with adding a third lane; the impacts would be less because it is basically a restriping job, there will be some median barrier reconstruction and some drainage facilities reconstruction; about potentially combining this project with the 91 Pavement Rehabilitation Project including the access ramp for buses; the need to extend it to the 241 and not end it at county line or it will be extreme gridlock due to the lanes going from three to two lanes and staff should plan for that in the ultimate condition at some point; Stantec has done modeling on the 91 for RCTC, OCTA, and TCA and they have a model of the entire 91 corridor; staff is not choosing an ultimate alternative it is to look at what alternative should be studied in the environmental document; drivers safety is important and the agreements with Sheriffs and CHP in Riverside County; for the 91 Express Lanes there is a separate contract with Caltrans for maintenance and a separate contract with CHP for enforcement; how other police agencies are allowed to expand their jurisdictions to help each other out and if that is happening in Riverside County; staff knows that CHP has a shortage of vehicles so they have been contracting with other police and sheriff's departments but they will find out with their CHP officers; CHP also helps assist with FSP in the mornings and peak periods and doing any closures that RCTC has in their contract; and the studies seem to show that freeway congestion is best relieved by expanding general purpose lanes as opposed to HOV lanes but state policy does not support that as an option if there is any forethought with RCTC lobbying to change that policy.

At this time, Commissioner Jan Harnik joined the meeting.

The Commissioners and David Thomas continued to discuss: how over the years they cannot out build congestion but with pricing there is a tool to help control demand and people's choice to travel or not and toll express lanes have become the primary solution in the state for congestion relief; concern that it does not seem to reduce congestion for people who cannot afford to pay the toll; as that toll goes up the general purpose lanes do not relieve congestion and if there is a congestion relief plan that is included in this analysis; staff did not study looking at a general purpose lane addition with this study; the analysis shows with the pricing this project would bring that toll down significantly and make it more affordable; and where the primary area is where most of the people are coming from causing this type of congestion.

Sheldon Mar from Stantec responded that more than half of the traffic on the 91 is coming from the 91 westbound lanes so from Downtown Riverside points west are contributing to that traffic demand but also folks living along the I-15 corridor further south off the 91 and further north.

The Commissioners and staff discussed: whether staff has looked at alternative routes from Cajalco Road to the 241 or down by Elsinore crossing over to the 241; or north of there coming from the 215 to the 71 to take that whole load off the 91; has it been considered to add a second level of the highway; and with three lanes in the express lane the shoulders do get reduced but it does provide more space as traffic will spread out more in the three lanes.

Aaron Hake stated that back in the early 2000s Congressman Ken Calvert appropriated federal funds for RCTC to study alternatives that were just described one of them was a tunnel through the Cleveland National Forest from Cajalco Road or even as far south as Lake Elsinore to connect to the TCA facilities in Orange County. They studied building a new corridor north of the 91 through the city of Corona through the Prado Flood Plain, also studied an elevated structure over the 91 as well as part of that using the existing footprint of the 91 and just expanding that. They did boring in the Cleveland National Forest to study the water tables and did a very in-depth feasibility study and turned it over to the private sector. They solicited international construction companies that have built these tunnels in other parts of the world to see if they would be interested in public private partnership to take on the risk to do this and there was no interest at the time. It would take several billion dollars to do this and that is how RCTC ended up with the plans of the 91 they are expanding on today. Staff is trying to look at maximizing the footprint that is there in the state right of way and utilizing that 50 year lease where RCTC has some tools to mitigate congestion on the 91, in addition to RCTC's Metrolink station and the RTA Transit Center trying to find what is it within RCTC's control that they can do to mitigate the on slot of congestion that is only going to grow in this corridor.

Commissioner Reed moved adoption of staff recommendation.

Chair Gregory asked if there was any public comment. There were no requests to speak.

Chair Gregory stated the Commissioners are being asked to adopt the 91 Masterplan and asked Aaron Hake to summarize what the staff recommendation is.

Aaron Hake summarized the staff recommendations. He stated that staff's goal is to keep this within the 91 Express Lanes fund these projects are very competitive for state grants because these are the types of projects the state wants to see. There is a good chance they can bring down some state money to match their toll revenues.

M/S/C (Reed/Smith) to:

1) Adopt an initial State Route 91 Masterplan that:
   a. Prioritizes the 91 Eastbound Corridor Operations project (ECOP), 91 Express Lanes Major Pavement Rehab, 91 Third Express Lane, and 15/91 Express Transit Connector (ETC) and commits to consultation and coordination with partner agencies;
   b. Incorporates 91 Westbound Improvements if revenue is available;
2) Proceed with the 91 Third Express Lane *Project Study Report - Project Development Support* phase in consultation and coordination with the Orange County Transportation Authority (OCTA), Foothill/Eastern Transportation Corridor Agency (TCA), and Caltrans; and
3) Proceed with the 15/91 ETC *Project Approval/Environmental Document* phase.

Abstain: Steiner

DRAFT PARTNER AGENCY PROJECT IMPLEMENTATION PROCEDURE OUTLINE

David Lewis, Capital Projects Manager, presented an update for the draft Partner Agency Project Implementation Procedure, highlighting the following:

- Background information
  - ✓ Cities and agencies periodically request RCTC assistance due to increasing project delivery complexity
  - ✓ Projects often involve state and federal funding, Caltrans oversight, railroads, utilities, and environmental and right of way coordination
  - ✓ RCTC has supported locally sponsored projects on a case-by-case basis through cooperative agreements
- Purpose and need for the procedure
  - ✓ Case-by-case approach has allowed flexibility, it has also highlighted the need for a consistent and transparent framework
  - ✓ Requests for assistance are expected to increase over time
  - ✓ Ensures Measure A commitments and RCTC staffing capacity are protected
- Details of cooperative agreement
  - ✓ Define project scope and delivery phase
  - ✓ Roles and responsibilities of RCTC and local agency
  - ✓ Funding sources, cost responsibilities and reimbursement provisions
  - ✓ Schedule assumptions and key milestones
  - ✓ Total installed cost framework and cost recovery provisions
  - ✓ Reporting, compliance, and amendment provisions

- How RCTC elevates projects
  - ✓ Project scope, complexity and delivery phase
  - ✓ Schedule and funding deadlines
  - ✓ Environmental, ROW, Utility and Stakeholder risks
  - ✓ Staff workload and Measure A program impacts
- Draft Project Assessment Flowchart
- Agreements and cost development
  - ✓ Cooperative agreement defines scope, roles, cost and schedule
  - ✓ Development of a comprehensive Total Installed Cost
  - ✓ Includes consultants, RCTC staff time, ROW, Utilities, and support costs
  - ✓ Cost recovery and reimbursement ensure cost neutrality to RCTC
- Project delivery after execution
  - ✓ RCTC manages day-to-day project delivery responsibility consistent with state and federal requirements
  - ✓ Responsibilities span Environmental, PS&E, ROW, utilities, and construction
  - ✓ Construction managed using the Advertise-Award–Administer (AAA) model
- Next steps

Chair Gregory stated that this is the opportunity for questions and comments that will eventually become a formal policy and staff will come back to the Commission for approval.

The Commissioners and David Lewis had a discussion about: if the project is turned over to RCTC if the local jurisdictions still have input; they do it is spelled out in the agreement for the roles and responsibilities; RCTC staff reports straight to the city and are an extension of city staff in working with the city manager or project manager and all major decisions are ran by them and get their approval before moving to the next step; all city projects that are brought forward for partnership are complex in nature if their effort is to remain cost neutral at this level and that it probably should be part of their procedure that allows for a city to provide some initial funding for the evaluation portion; if staff time is taken into consideration as far as taking it from an RCTC project and focusing on a city project; staff will add language into the agreement that has the effective start date as to when RCTC took on the project so they are able to invoice the city for RCTC's time to that start date; will there be an additional staff member coming onto RCTC to handle these projects or will the normal workload be able to include working on RCTC Projects and a city project at the same time; and would it be a normal workload for RCTC staff.

Aaron Hake stated one thing they want to build into this procedure is they do this anyway when a city comes forward, they do an assessment of what the RCTC project managers are working on and if they can handle this. They put it in writing to make sure they are not overburdening staff and then it pushes out a Measure A project, or it pushes out something else. This is why they are having this discussion with the Commissioners they want to help and RCTC staff has tremendous expertise in delivering projects with Caltrans and the railroads that are very complex. There may be some cases depending on what the demand is they may get to a point where they do not have the capacity but then he would ask the Commission if the Commission would support RCTC adding personnel to the organization to handle projects like these. Also, to make sure the indirect costs are being captured.

Chair Gregory asked if there were any public comments. There were no requests to speak.

Chair Gregory thanked David Lewis for the presentation and to the Commissioners for their feedback to help inform staff and bring this forward to the Commission later for formal adoption.

M/S/C to:

1) **Receive and file an update on the development of a Draft Partner Agency Project Implementation Procedure Outline; and**
2) **Provide direction on revisions and direct staff to return to the Commission with a final Partner Agency Project Implementation Procedure and Policy.**

At this time, Commissioner Washington left the meeting.

WAREHOUSING AND LOGISTICS GROWTH UPDATE IN RIVERSIDE COUNTY

Lorelle Moe-Luna, Multimodal Services Director, presented an update for the warehousing and logistics growth in Riverside County, highlighting the following:

- Commission's roles and responsibilities
  - ✓ One of the Commission's goals is to improve the quality of life for Riverside County residents
  - ✓ Related to goods movement, the Commission:
    - Facilitates the funding and delivery of projects and identifies solutions to reduce truck congestion and the community impacts from the flow of goods from regional ports and nearby warehousing and logistics centers
    - Collaborates with various local, state, and federal stakeholders to plan and invest in transportation infrastructure and services to improve mobility
- Key partners and stakeholders
- RCTC Involvement with warehousing development (Including a map of the World Logistics Center)
  - ✓ World Logistics Center - Unique project that has major impacts on region's transportation system
  - ✓ Proposed facility of 40.6 million square feet, covering 2,610 acres
  - ✓ Over 14,000 truck trips at build-out
- Warehousing and logistics facilities growth forecast – 2019 Study recap highlights
  - ✓ Warehouse Growth
    - Warehouse Growth in Square Footage (2016 to 2040): 59 percent
  - ✓ Freeway Deficiencies
    - 19 freeway segments along the I-15, SR-60, I-215, and SR-91 within Riverside County were analyzed
    - Total estimates cost of $385.3 million to implement the minimum improvements necessary to mitigate the impacts of new development on Riverside County Freeways

- 12 percent of the total cost is attributable to new warehousing and logistics developments

- 2024 Growth Update – Study questions
  1) How have warehousing growth patterns changed?
  2) How are trucks impacting the Coachella Valley?
  3) How much of an impact (vehicle miles traveled) are light-, medium, and heavy-duty commercial trucks having on the region?
  4) How are logistic warehouses impacting the freeway network?
- Riverside County Warehouse Area Comparison
- I-215 Warehousing – Google Earth Images from 2004, 2016, 2019, and 2023
- A map of the warehouse locations – 2019
  - ✓ Total Freeway VMT = 25.6 million VMT
  - ✓ 81 percent Passenger Cars
  - ✓ 19 percent Trucks
  - ✓ 2 percent Light Heavy-duty Trucks
  - ✓ 2 percent Medium Heavy-duty trucks
  - ✓ 15 percent Heavy Heavy-duty trucks
- A map of the warehouse locations – 2045
  - ✓ Total Freeway VMT = 31.9 million VMT
  - ✓ 74 percent Passenger Cars
  - ✓ 26 percent Trucks
  - ✓ 3 percent Light Heavy-duty Trucks
  - ✓ 2 percent Medium Heavy-duty trucks
  - ✓ 21 percent Heavy Heavy-duty trucks
- A heat map adjusts the PM peak congestion to show the difference in projections from the 2019 study which went out to 2040 and the 2024 study which went out to 2045 for all types of traffic
- A map of the truck percent of daily flow – 2045
- Warehousing growth 2024 update
  - ✓ Warehousing Growth (thru 2045) – Key takeaways
    - Significant growth in logistics employment along I-215
    - Majority growth predicated at SR-60/World Logistics Site
  - ✓ New Freeway Deficiencies
    - Primarily along I-215 in Perris by March ARB and I-15 in Lake Elsinore and Murrieta
  - ✓ Coachella Valley
    - Large truck inflows along I-10 representing ≥50 percent of future daily traffic
    - Heavy-duty trucks take up 2.5x more space than typical passenger vehicles
  - ✓ Freight Truck VMT
    - Freeway truck VMT grows from 19.0 percent to 26.2 percent (increase of 38 percent)

Chair Gregory thanked Lorelle Moe-Luna for the presentation. He stated this is the Commissioners opportunity for questions and comments as well as outline anything that they agree with or should change as far as the Commissions role.

At this time the Commissioners and Lorelle Moe-Luna had a discussion about: their roadways, freeways, and interchanges which are planned for future growth capacity by using the General Plan Land Use Designations from each of their jurisdictions which leads to the General Plan Circulation element they all must adopt and the transportation planners use as their guide for the future; the surge of General Plan Amendments changing residential properties to industrial; over the past year Riverside County has approved seven foundation change GPAs in the Mead Valley area changing the designations from residential to industrial; over the course of the next three to five years those projects may be coming forward and are we ready for them; the Board approved a specific plan amendment removing medium density residential at Temescal Valley and replacing it with light industrial and a business park; the EIR calls out traffic impacts as significant and states the County's traffic engineer may establish a fair share monetary fee as each building comes forward to address downstream impacts; it is anticipated 40 percent of that truck traffic generated will be directed to a 22 foot wide bridge in Lake Elsinore built in 1924; permits for such bridges taking a decade to clear regulatory hurdles; in Lake Elsinore there are multiple warehouse applications in various stages of development and potential impacts of these warehouses on neighboring jurisdictions must be addressed; the Commissioners can share their experiences and concerns and reach a consensus about continuing with the status quo or asking RCTC to play a role in what could be a regionally significant issue; clarification as to when RCTC can help or maybe some policy changes need to be made; why that stretch from south of March ARB through Perris and Menifee was not identified on the freeway deficiencies list; there is about to be a large investment in logistics and warehouses along that corridor; and staff noted the traffic patterns and any projects that were approved thereafter in 2016 would be reflected in the next iteration of the SCAG Regional Transportation Plan (RTP).

Aaron Hake stated to Lorelle Moe-Luna that the last RTP adopted by SCAG was 2024 and asked when they will have the data from the 2024 RTP to develop an updated heat map.

Lorelle Moe-Luna replied that it will probably be in 2027.

Chris Gray, Western Riverside Council of Governments (WRCOG), responded that they work with RCTC to maintain the Riverside County traffic model. They have this last data from SCAG's 2024 RTP and over the next year they will be working with RCTC, the county stakeholders, and CVAG to update the countywide model. WRCOG has it now so he can check next month what kind of growth is showing in the SCAG data for the city of Menifee and as soon as the model is updated WRCOG can share that data with RCTC as well with all the stakeholders.

The Commissioners and staff continued their discussion about: the seven GPA changes in Mead Valley there is a reason for that which is the Board of Supervisors have the only one left of an eight year cycle for the foundation changes which hopefully the Board of Supervisors get that changed and get back on like everybody else and do it as it comes so it will not be all at one time; also the cities need to be talking to their Supervisor if there is some challenge to something; now

is the ideal time to move this forward at the end of this eight year cycle so it opens for everybody so they do not have to rush and cities have the opportunity to step up and be a part of this discussion; there is a possibility of up to 15 million square feet coming to the San Jacinto Valley and suggested to add SR-79, Mid County, SR-74, and Domenigoni Parkway to the study; RCTC is probably not the right agency to do anything about this but SR-60 is notorious anywhere between UCR and Los Angeles County Line for the semi-trucks being in the wrong lanes and creates a delay; and does RCTC have the ability or interest to do something whether it is advocating for more CHP or more signage especially with the additional warehouses coming in.

Aaron Hake stated that they can have a serious and structured conversation with the state. These highways are owned and operated by Caltrans and the signage and how those lanes operate is the purview of Caltrans. He can follow up with the Governor's Appointee Caltrans District 8 Catalino Pining, after this meeting to have a productive conversation and identify some action items that District 8 would be willing to pursue and report back to the Commission.

The Commissioners and staff continued their discussion about: how the World Logistics Center is a great illustration of what is happening; there were 14,000 truck trips at build-out all those numbers in the presentation were stunning; appreciated looking at the impacts in the Coachella Valley; COVID put it all on fast forward with the Inland Ports which is a regional issue and they need to look at this as a regional issue; they have to put an emphasis on the regional management and needs and they have to look at this holistically; concern that Murrieta is right at the I-215 and I-15 and going in circles trying to get on the freeways and if there an opportunity to form a committee with all the city managers and planners in each region of RCTC to see what is really coming; not included in those studies is a complete analysis of impact of goods movement on I-10 and whatever they decide to move forward on it is a regional approach but to not forget about local control, also about equity, realism, and the core principle that has defined Riverside County a self-help county and expect their cities to leverage strengths, generate their own resources, and partner regionally to build infrastructure that benefits everyone; the I-10 corridor is one of the most important east west goods movement corridors in California and in the nation; through the development of goods movement and the logistics industry I-10 corridor cities and communities have embraced a self help model that allows them to extract real value from that activity they generate local revenue impact fees a private investment and they reinvest those dollars directly into the transportation infrastructure; many of the projects that they are actively delivering together would not be possible without funding generated by the logistics development along I-10; within Riverside County the I-10 corridor includes nine incorporated cities and one unincorporated goods movement community and these jurisdictions play a critical role in goods movement regional access and economic activity along that corridor; together these cities carry a disproportionate share of truck traffic, pavement deterioration, air quality impacts, and land use pressure associated with goods movement; these impacts are not lessoned with restricting warehouse development and yet despite performing Riverside County's most critical economic functions the jurisdictions along I-10 receive a disproportionately small share of transportation funding compared to cities that are not goods movement corridor cities like Temecula, Murrieta, Corona, and others along SR-91 and I-15; concern about limiting logistics development along the I-10 corridor without acknowledging what it replaces financially has consequences and weakens their ability to partner with RCTC on major transportation projects

and increase dependence on already constrained county and state and federal funding; if Riverside County relies on the I-10 corridor to move the majority of the eastbound freight leaving Southern California the Inland Empire logistic economy held by Riverside County residents then Riverside County must also be willing to invest proportionally in the jurisdictions that host the activity; the I-10 corridor is doing the work, jurisdictions are bringing money to the table, and RCTC is already a part in that success; a request on behalf of the city of Beaumont for a straightforward and reasonable align funding with function, align investment with the impact, and recognize that self-help cities along I-10 deserve their fair share; Riverside is ground zero for truck traffic especially along the SR-91, I-15, and SR-60 have truck traffic impacts; as they transform into a logistics economy people want their stuff now; they should advocate the Barstow International Gateway (BIG) Project they can help because all of the port stuff coming from Long Beach and Los Angeles will be trained up to Barstow and then loaded on other trucks; maybe look at supporting traffic hours at nighttime to keep the trucks off the road; I-10 is their lifeline especially for Banning and they need the commercial and retail that is part of that; they are in a position where they need to grow a tax base but they do not have the infrastructure to support it, the cities along the I-10 corridor get left out and they are the main artery to Las Vegas, Arizona, and parts east; I-10 is crucial for all other logistics that are coming from the west side and just for Banning they are talking about 8 to 10 million square feet of warehouses all trying to get on one area; and they need to have some overall coordination to look at the whole area and see what is going to be impacted and how to mitigate that.

Chair Gregory asked if there were any public comments on this item. There were no requests to speak.

Aaron Hake thanked the Commissioners for sharing what is going on in their jurisdictions. He understands they need to have a conversation with Caltrans as the state highway is theirs. I-10, I-15, I-215, and the interchanges are theirs that carry these trucks heading to facilities that are being approved here in the region. Their jurisdictions in going through the planning process provide for improvements to their local streets and roads, and arterial systems but it stops at the state highway. The next step is for them to have a conversation with Caltrans about their planning, their funding, and their ability to assist them or not. He heard their request for a venue for coordination in the county there are two councils of governments, WRCOG and CVAG, that are forms for that. The cogs are both here and he discussed with them about making sure the Commissioners comments are carried forward to those executive directors. They can continue to be a resource for this discussion as RCTC has the capability to provide the data and coordinate with SCAG and Caltrans, but these are land use decisions by the County and by the cities. Hopefully in conjunction with Caltrans, they can identify future projects but those will take a long time.

M/S/C to:

1) **Receive and file an update on the status of warehousing and logistics growth in Riverside County; and**
2) **Review and discuss the Commission's role in providing feedback to local jurisdictions on warehousing and logistics facilities.**

CLOSING REMARKS

Chair Gregory stated that they had reached the end of their workshop and again thanked Aaron Hake and his staff at RCTC, especially Lisa Mobley and everyone in the Clerk's office for their hard work organizing this. The Commissioners will be receiving the presentations that were presented at the workshop for both days.

Aaron Hake stated that staff will send out a memo to summarize this workshop along with the presentations.

Chair Gregory thanked the DoubleTree and staff for hosting the Commission here. He will see the Commissioners at the next Commission meeting being held on February 11.

There being no further business for consideration by the Riverside County Transportation Commission, the workshop adjourned at 10:42 a.m.

Respectfully submitted,

Lisa Mobley
Administrative Services Director/
Clerk of the Board

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

MEETING MINUTES

Wednesday, March 11, 2026

1. CALL TO ORDER

The Riverside County Transportation Commission was called to order by Chair Raymond Gregory at 9:31 a.m. in the Board Room at the County of Riverside Administrative Center, 4080 Lemon Street, First Floor, Riverside, California.

2. ROLL CALL

Commissioners/Alternates Present		Commissioners Absent
Brian Berkson	David Ready	Waymond Fermon
Ulises Cabrera	Jeremy Smith	Sheri Flynn
Chuck Conder	Karen Spiegel	Jan Harnik
Joseph DeConinck	Jim Steiner	James Stewart
Denise Delgado	Fia Sullivan	Michael M. Vargas
Steve Downs	Christine Senteno	
Kathleen Fitzpatrick	Toper Taylor	
Raymond Gregory	Valerie Vandever	
Yxstian Gutierrez	Dirk Voss	
Bob Karwin	Cindy Warren	
Linda Krupa	Chuck Washington	
Clint Lorimore	Lloyd White	
Bob Magee		
Jose Medina		
Linda Molina		
Joseph Morabito		
V. Manuel Perez		

3. PLEDGE OF ALLEGIANCE

Commissioner Bob Magee led the Commission in a flag salute.

4. PUBLIC COMMENTS

There were no requests to speak from the public.

5. ADDITIONS / REVISIONS

There were no additions or revisions to the agenda.

6. CONSENT CALENDAR

M/S/C (Molina/Warren) to approve the following Consent Calendar items.

6A. APPROVAL OF MINUTES – JANUARY 29, SPECIAL MEETING AND FEBRUARY 11, 2026

6B. QUARTERLY FINANCIAL STATEMENTS

1) Receive and file the Quarterly Financial Statements for the six months ended December 31, 2025.

6C. MONTHLY INVESTMENT REPORT

1) Receive and file the Monthly Investment Report for the month ended January 31, 2026.

6D. QUARTERLY REPORTING OF CONTRACT CHANGE ORDERS FOR CONSTRUCTION CONTRACTS

1) Receive and file the Quarterly Report of Contract Change Orders for Construction Contracts for the three-month period ending December 31, 2025.

6E. ON-CALL PURCHASE AGREEMENTS FOR FASTRAK® 6C TRANSPONDERS

1) Award the following agreements to provide FasTrak® 6C transponders for a three-year term, and two two-year extension options, in an amount of $2,300,000, plus a contingency amount of $230,000, for a total amount not to exceed an aggregate value of $2,530,000:
   a) Agreement No. 26-31-027-00 to Neology, Inc.;
   b) Agreement No. 26-31-040-00 to Kapsch TrafficCom USA, Inc.; and
   c) Agreement No. 26-31-041-00 to Star Systems America;
2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreements, on behalf of the Commission;
3) Authorize the Executive Director, or designee, to execute purchase orders awarded to the contractors under the terms of the agreements; and
4) Authorize the Executive Director, or designee, to approve the use of the contingency amount as may be required.

6F. ON-CALL HIGHWAY DESIGN AND ENVIRONMENTAL SERVICES FOR CAPITAL AND TOLL PROGRAMS PROJECTS

1) Award the following agreements to provide on-call highway design and environmental services for capital and toll programs projects for a three-year term, and one two-year option to extend the agreement, in an amount not to exceed an aggregate value of $30,000,000;
   a) Agreement No. 26-31-023-00 HDR Engineering, Inc.;
   b) Agreement No. 26-31-047-00 HNTB Corporation;
   c) Agreement No. 26-31-048-00 Kimley-Horn and Associates, Inc.;
   d) Agreement No. 26-31-049-00 Parsons Transportation Group, Inc.;
2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreements, on behalf of the Commission; and
3) Authorize the Executive Director, or designee, to execute task orders awarded to the consultants under the terms of the agreements.

6G. AMENDMENT NO. 1 WITH TROPICAL PLAZA NURSERY, INC., FOR LANDSCAPE MAINTENANCE SERVICES AT THE COMMUTER RAIL STATIONS AND TOLL FACILITIES

1) Approve Amendment No. 1 to Agreement No. 22-24-007-00 with Tropical Plaza Nursery Inc., for landscape maintenance services at RCTC's nine Commuter Rail Stations and Toll Facilities for an additional amount of $420,000, for a total amount not to exceed $4,179,000; and
2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the amendment, on behalf of the Commission.

6H. COUNTYWIDE TRANSIT REPORT: FISCAL YEARS 2021/22 THROUGH 2023/24

1) Receive and file the Countywide Transit Report for Fiscal Years (FYs) 2021/22 through 2023/24.

6I. FISCAL YEARS 2021/22 - 2023/24 TRANSPORTATION DEVELOPMENT ACT TRIENNIAL PERFORMANCE AUDIT RESULTS FOR THE COMMISSION AND RIVERSIDE COUNTY TRANSIT OPERATORS

1) Receive and file the Fiscal Years (FYs) 2021/22 through 2023/24 Transportation Development Act (TDA) Triennial Performance Audit report for the Commission; and
2) Receive and file the FYs 2021/22 through 2023/24 TDA Triennial Performance Audit reports for the cities of Banning, Beaumont, Corona, and Riverside; Palo Verde Valley Transit Agency (PVVTA); Riverside Transit Agency (RTA); and SunLine Transit Agency (SunLine).

7. PROPOSED POLICY GOALS AND OBJECTIVES FOR FISCAL YEAR 2026/27 BUDGET

Jennifer Fuller, Deputy Director of Finance, presented the proposed Policy Goals and Objectives for Fiscal Year 2026/27 Budget, highlighting the following:

- Budget development
  - ✓ Revenue projections
  - ✓ Commission goals and policies
  - ✓ Department goals and objectives
  - ✓ Budget development and adoption
- Commission goals and objectives
  - ✓ Quality of life
  - ✓ Operational excellence
  - ✓ Connecting the economy
  - ✓ Responsible partner
- Commission goals and objectives updated for FY 2026/27
- Short-term objectives
- Guiding fiscal policies
  - ✓ Financial planning
  - ✓ Revenues
  - ✓ Expenditures/expenses
  - ✓ Debt management
  - ✓ Cash management
  - ✓ Accounting and financial reporting
- Commission fiscal policies updated for FY 2026/27
- Next steps

M/S/C (Warren/Molina) to:

1) Review and approve the proposed Commission Policy Goals and Objectives for the Fiscal Year (FY) 2026/27 Budget; and
2) Review and approve the Fiscal Accountability Policies for the FY 2026/27 Budget.

8. STATE AND FEDERAL LEGISLATIVE UPDATE

Tyler Madary, Legislative Affairs Manager, presented an update on state and federal legislative activities, including a support position on AB 1855 by Assemblymember Jeff Gonzalez.

Commissioner V. Manual Perez thanked Tyler Madary for the report. He appreciates what Assemblymember Gonzalez is doing as he has proven himself over the course of this year. Regardless of partisanship or regardless of party, he hopes the Commissioners do what

they can to support Assemblymember Gonzalez. He supports this and wants to make that motion. However, they need to get all the others as well to support this even if it becomes a bill that potentially might not go through the House or get through the Legislature today. The Commission still needs to make sure that Assemblymember Gonzalez reintroduces it so that they can go ahead and move it along the following year. Commissioner Perez asked his colleagues to support this effort.

M/S/C (Perez/Spiegel) to:

1) Receive and file a state and federal legislative update; and
2) Adopt the following bill position:
a) AB 1855 (Gonzalez) – Support.

9. INTERSTATE 15 EXPRESS LANES PROJECT SOUTHERN EXTENSION AUTHORIZATION OF THE CALTRANS COOPERATIVE AGREEMENT

Jeff Deitzler, Capital Projects Manager, presented the Interstate 15 Project Southern Extension (I-15 ELPSE) Caltrans agreement update, highlighting the following:

- Project scope/status (Including a map of the project)
  - ✓ Project Limits - Cajalco Road to SR-74
  - ✓ Dual Express Lanes – *3 Toll Segments*
  - ✓ PA/ED Phase – *Complete*
  - ✓ Environmental Approval – *Approved December 2025*
  - ✓ PDB Project Delivery Plan
- Project purpose
  - ✓ Improve and manage traffic operations and travel times along the corridor
  - ✓ Expand travel mode choice along the corridor
  - ✓ Provide an option for travel time reliability
  - ✓ Provide a cost-effective mobility solution
  - ✓ Expand and maintain compatibility with the express lane network in the region
- Caltrans cooperative agreement
  - ✓ Design-build cooperative agreement summary
    - Defines roles and responsibilities during both PDB Phase 1 and Phase 2
    - Agreement amount
      - Segment 1 (northern toll segment only)
      - Agreement subject to Caltrans Deputy Directive-90 (DD-90) provisions
    - Funding for PDB Phase 1 through STBG, PDB Phase 2 through CMAQ
- Project delivery plan update
  - ✓ PDB Phase 1 contract award

- PDB Contract negotiations ongoing
- Targeting April Commission
- Associated Items to Award
  - Memorandum of Understanding (MOU) with city of Corona
  - MOU with city of Lake Elsinore
  - Toll Services Provider Design Support Contract Change Order
  - Caltrans Toll Facilities Agreement (TFA)

Chair Gregory thanked Jeff Deitzler for the presentation and the update on this.

Commissioner Cindy Warren stated that Jeff Deitzler had mentioned a significant increase in cost for the new agreement and asked what that amount is.

Jeff Deitzler replied that previous agreements were approximately $10-$12 million as he mentioned it has gone up to $30-$35 million.

Commissioner Warren asked why it is necessary Caltrans receives this additional money.

Jeff Dietzler replied that the reimbursement of Department costs is codified in state legislation and it has been further defined in DD-90, which was issued by Caltrans in 2018, so this is just applying to this project.

Commissioner Karen Spiegel asked if Jeff Dietzler could explain the DD-90 provisions a little more clearly.

Jeff Dietzler stated that typically Caltrans provides their oversight free of charge so what has been changed in the legislation and this DD-90 is for certain classifications of projects there will be cost agreements to reimburse Caltrans for their participation. What is affecting this project is the revenue producing aspect of the express lanes. If the project generates revenue, it is a requirement that Caltrans gets covered for their Quality Management Assurance to make sure that RCTC follows their procedures and delivers the project correctly. There is always oversight but now through the cooperative agreement RCTC pays for Caltrans to be there.

Commissioner Spiegel stated the Commission does not own the property, they do not own the freeway, they will never own it, Caltrans will always own it, the Commission has to do all the work on it and pay Caltrans to allow the Commission to do the work.

Second Vice Chair Chuck Washington asked if they were not charging a toll, it would be free.

Jeff Deitzler replied that is correct and there are other project conditions which invoke this clause.

Commissioner Spiegel stated to go along with that Caltrans dictates how the Commission can spend that money so they can only spend it within the corridor, so any toll is for the toll corridor, which is theirs once again, so Caltrans is benefiting from the Commission's tolls. RCTC is maintaining because they can see that Caltrans is not maintaining the highways at least in Southern California and Riverside County specifically.

Jeff Dietzler stated that the authorizing legislation dictates that surplus toll revenue is spent on the corridor itself.

Commissioner Bob Karwin stated this might have been before he joined the Commission but for Phase 1 this oversight amount of $4 million was there an additional oversight fee paid for that phase prior to this or is it only going to be $4 million.

Jeff Deitzler stated that through the environmental document process Caltrans oversight was free of charge so moving into traditionally design-build is where they do enhanced oversight which again is to bring Caltrans staff on project specific to usher the project through in a timely fashion.

Commissioner Karwin asked why Phase 2 is $34 million and Phase 1 is only $4 million.

Jeff Deitzler replied Phase 1 is preliminary design up to the point where you can get cost surety of final design and construction, so it is design development level, and the oversight is just designers making sure RCTC follows Caltrans standard. The second phase is getting final construction up to a point where you can release it for construction and then all the construction oversight necessary to monitor and approve during construction. Construction is more expensive than design so the reason why it is $30 million during Phase 2 is it contains all the construction oversight.

Commissioner Karwin stated that these two disbursements the $4 million and $34 million, none of that includes actual construction, it is just for oversight, design, and approvals.

Jeff Deitzler replied that is correct. He clarified they are only seeking the Phase 1 cost obligation now and then they will be looking at Phase 2 later. This is for the cooperative agreement that lays out both but will be awarding the Phase 1 dollar value to Caltrans first and then when they do Phase 2, they will be doing the $30 million later.

Commissioner Karwin clarified that Phases 1, 2, and 3 seem chronological but maybe they are just geographic and if there will be an additional request for funding on Phase 1 to bring it up as he is just trying to understand the difference in why these two things are so vastly different expenses.

Jeff Deitzler stated that Phase 2 oversight includes all the Caltrans inspectors in the field.

Commissioner Karwin clarified that Phase 1 does not need that.

Jeff Deitzler replied no, it is just design oversight it is not field staff.

Commissioner Karwin asked if there will be field staff when that gets closer to construction.

Jeff Dietzler confirmed that was correct for Phase 2.

Commissioner Karwin clarified when he looked at the map, he thought Phase 1, 2, and 3 referred to segments, so Phases 1, 2, and 3 are moving through the process.

Jeff Dietzler clarified that Phase 1 and Phase 2 are processes of project delivery and the different toll segments are the whole project.

Commissioner Karwin stated that is where he was confused on the terminology of what constitutes Phase 1 and 2. These are chronological steps moving through the process.

Jeff Dietzler stated design then construction for the full length of the three segments.

Commissioner Karwin knows this is not part of the presentation but asked if there is an estimate as to how much that is going to cost to build. What the construction cost is going to be on top of this.

Jeff Dietzler replied that currently their construction estimate is $735 million.

Commissioner Karwin asked where are they on funding for that.

Jeff Dietzler stated they have secured significant funding, and they continue to pursue financing options. Right now, the amount they are looking at financing is about $400 million.

Commissioner Bob Magee reminded the Commissioners that Congressman Ken Calvert just got the Commission $5 million for this project which is something. They need to keep going and collecting what they can and then someday when this project hits $1 billion then they will be able to build it.

M/S/C (Molina/White) to:

1) **Approve Cooperative Agreement No. 26-31-050-00 with Caltrans for the Interstate 15 Express Lanes Project Southern Extension (ELPSE) oversight in the amount of $4,019,000 for progressive design-build (PDB) Phase 1 oversight and $30,585,000 for PDB Phase 2 oversight, for a total of $34,604,000 plus a 10 percent contingency amount of $3,460,400, for a not to exceed amount of $38,064,400;**

2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission; and

3) Authorize the Executive Director, or designee, to approve contingency work up to the total amount not to exceed as required for the Project.

10. STATE ROUTE 71/STATE ROUTE 91 INTERCHANGE IMPROVEMENT PROJECT – CONSTRUCTION CONTINGENCY INCREASE

John Tarascio, Senior Capital Projects Manager, presented the State Route 71/SR-91 Interchange Improvement Project request for Construction Contract Contingency increase update, highlighting the following:

- Project overview (Including a photo of the new direct connector)
  - ✓ Project Limits
    - SR-71/SR-91 Interchange Area in Corona
  - ✓ Project scope (Including a photo of the new eastbound (EB)-91 Green River On-Ramp and the new EB-91 Auxiliary Lane)
    - New EB-91 to NB-71 Direct Two-lane Connector
    - New EB-91 Green River Rd. On-Ramp
    - New EB-91 Auxiliary Lane to New Direct Connector
- Project details
  - ✓ Contract details
    - Contractor: Skanska USA Civil
    - Award Amount: $120,500,000
    - Contract Contingency: $14,460,000 (12 percent)
    - Total Not to Exceed: $134,960,000
  - ✓ Funding details
    - Construction Phase Funding: $137,303,000 (Federal, State & Local Funds)
  - ✓ Project status
    - Notice to proceed – January 31, 2023
    - EB-91 to NB-71 Direct Connector Opening – June 21, 2025
    - Project Substantial Completion – August 19, 2025
    - Final Project Closeout/Acceptance – Forecasted March 2026
- Differing Site Conditions
  - ✓ Bridge Foundations: Cast-in-Drilled-Hole
    - (CIDH) Pile Foundations
      - 3 ½ ft. to 13 ft. in Diameter
      - 70 ft. to 130 ft. Deep
  - ✓ Differing Site Conditions (DSC)
    - Encountered During CIDH Dilling
    - Large Quantities of Cobbles and Boulders, Elevated Groundwater, Buried Man-made Objects
    - Materially Different from Contract Documents

- 10 out of 13 CIDH pile foundations impacted by DSCs

✓ DSC Impacts
- Production Inefficiencies
- Additional Equipment & Labor
- Cost & Schedule Impacts

✓ DSC Mitigations
- Re-sequenced Work Operations
- Additional Equipment & Manpower Mobilization
- Extended Work Shifts
- Acceleration of Critical Work Activities

✓ Mitigation Results
- Overall Project Completed On time

- Construction Contract Status:
  - ✓ Table 1 – Summary of Contract Change Orders
  - ✓ Table 2 – Construction Contract Status
- Fiscal Impacts: Table 3 – Funding Source Breakdown

Commissioner Spiegel stated that Aaron Hake, Executive Director, is fully aware as she takes that freeway regularly in particularly Thursday mornings to Southern California Association of Governments (SCAG) and Friday to Metrolink. That the merging from SR-91 westbound onto SR-71 north does not quite flow nicely and it backs up most of the time. Just as soon as you get on the freeway there is a sign that says lane ends and it looks like it is going into one lane because you are waiting for the other ones coming in and it is kind of messy.

John Tarasico stated he is not sure if Commissioner Spiegel has driven it recently or not.

Commissioner Spiegel responded Thursday and Friday.

John Tarascio stated that it used to be a lot worse.

Commissioner Spiegel replied she knows she said her percentage is dropping because that was a better day.

John Tarascio stated they were able to move that merge point further north to the very northern limits of the project basically as far as they could get it. That is as far as they can take those improvements until something happens further north of that, but they did make some significant improvements from what it used to be five months ago.

Commissioner Spiegel thought was what is dangerous is that sign when you first get on the freeway it says merge. She suggested adding at a quarter of a mile or a secondary sign knowing that it is not immediate because people are immediately trying to get over since it looks like it is ending right then, but now there is a longer merge time. She asked John Tarascio to go drive it and look at it to see if that will make a difference.

John Tarascio replied that they will do that.

Commissioner Conder thanked John Tarascio for the report and stated that he is not complaining about the overrun, it is impossible to know what they are going to get into before they start the work. Before this all began were there any test bore holes or ground penetrating radar used to show they might get boulders down there.

John Tarascio replied during the design phase they do conduct exploratory drilling primarily to design the foundations for the bridge, and they do give those records to the contractor so they can use to base their bids on. The problem with that area is there is such a variety of subsurface conditions the drilling rigs used to do the test borings are 5 inches to 8 inches in diameter with a 13-foot diameter foundation. Trying to drill a 5-inch core to try to get a representative sample of what that is going to look like and they do not pick up cobbles and boulders very well. The other issue is because that area has the Prado Road, U.S. Army Corps of Engineers dam, and the BNSF Railroad they could not get the borings exactly on the actual pile foundation. They had to get as close as they could but could not get right on the channel to drill those during design.

Commissioner Conder stated when the Army Corps built the dam, they obviously did a lot of work, and they might have been able to know the Commission was going to get those big boulders.

John Tarascio shared that they did not run into any old Prado dam concrete pieces down there.

Commissioner Toper Taylor stated the contingency of $12 million per all their agreements is for overruns and the $2 million is well within the $12 million existing contingency fee. He asked why they are approving an additional contingency fee when they have a contingency fee there for an overage to come out of.

John Tarascio replied that original 10 percent has already been utilized, so the total amount of change orders is around $16 million but they have already utilized the 10 percent, or $14 million.

Commissioner Taylor clarified that the total contingency of 12 percent is already spent into the project not extending the contingency for future cycles they need this to finish the project.

John Tarascio confirmed that the project is completed, and this will allow RCTC to close it.

Commissioner Linda Krupa asked if there is a particular pot of money for this extra $2 million, she knows it is covered but is it coming out of Measure A or a combination of all pots of money.

John Tarascio pulled up the Fiscal Impacts slide and stated that these are all the funding sources made of local, state, and federal funds. They must spend those proportionally so this additional $2 million will be used proportionally out of the available funding listed so they will use equally all the state and federal funds including part of Measure A.

Commissioner Krupa stated she was hoping maybe they could take it out of some of the other funding sources and leave Measure A alone.

Aaron Hake wanted to emphasize the point that Commissioner Krupa just raised as they are going to basically hit the original budget number for this project right on the nose with this amount. They were underrunning the budget and with this additional contingency they will pretty much utilize 100 percent of the funds they had set aside.

M/S/C (Molina/Conder) to:

1) **Approve an increase in the Contract Contingency for Agreement No. 20-31-042-00 between the Commission and Skanska USA Civil West California District Inc. (Skanska) for construction of the State Route 71/State Route 91 Interchange Improvement project (Project), from $14,460,000 to $16,803,000 of the agreement amount of $120,500,000, an increase of $2,343,000, for a total amount not to exceed $137,303,000; and**
2) **Authorize the Chair or Executive Director, or designee, to approve contingency work up to the total amount not to exceed as required for the Project.**

11. ITEM(S) PULLED FROM CONSENT CALENDAR FOR DISCUSSION

There were no items pulled from the Consent Calendar.

12. EXECUTIVE DIRECTOR'S REPORT

Aaron Hake:

- Referred to the Riverside County Transit Report for FYs 2021/22 – 2023/24 that is in English and Spanish and was distributed to the Commissioners. It has some very interesting statistics on public transportation in this County. This is being distributed to their constituents and if the Commissioners would like more copies, staff would be happy to provide that.
- Today's Commission meeting was a good representative sample of much of the work that is going on at the Commission currently. The I-15 Express Lanes Project Southern Extension is top of mind as they are still negotiating the toll facilities agreement with Caltrans and hope to bring that to the Commission as well as the progressive design build contract in May 2026. They do need to figure out how

they are going to fund that project. That is not the only project they are trying to figure out how to finance their finance team is working hard not just on the budget but how they can finance multiple projects RCTC is trying to get moving across the county.

At this time, Commissioner Gutierrez left the meeting.

- Aaron Hake announced they are starting construction on the Mid County Parkway Ramona Expressway Project this spring. Also breaking ground on the State Route 60/Potrero Interchange Project. The Groundbreaking for that project will be in the city of Beaumont on April 28 at 3:00 p.m. and staff will get the specific location out to all the Commissioners.
- Advocating in Sacramento for AB 1855, which the Commissioners voted to support this morning. They have template stakeholder letters of support for their cities or for other community groups which will be sent out along with the Commission Summary email this week. The Commissioners can forward that to any members of their community who think they would want to support the Coachella Valley Rail Project and their efforts to accelerate that through the California Environmental Quality Act (CEQA) exemption. The Commission would certainly welcome as many letters of support to the Legislature as possible.
- In Washington D.C., the Commission has some deadlines they are meeting right now to submit community project funding requests also known as Earmarks that they are submitting to the Congressional Delegation, Congressmembers Ken Calvert, Young Kim, Mark Takano, Paul Ruiz, and Senators Adam Schiff and Alex Padilla for projects such as the 91 Eastbound Corridor Operations Project (ECOP), I-15 Express Lanes Southern Extension, the Mead Valley Metrolink Station, and SR-79 Realignment. The Commission is seeking funding for right of way for that project as well. There are also several bills that are being introduced in Sacramento that are of interest to the Commission and staff is still analyzing them so at future Commission meetings the Commissioners can look forward to legislative items where staff will be recommending support and opposition positions on various pieces of legislation. They have a lot going on and some of these items, they will request the Commissioners' engagement on especially as they pertain to Washington D.C. and Sacramento.

13. COMMISSIONER COMMENTS

13A. Chair Gregory reminded the Commissioners the next Commission meeting will be held in the desert. Staff did some research as to the location in the desert and determined the best location is back at the DoubleTree in Cathedral City so their next Commission meeting will be held there in April.

At this time, Commissioner Perez left the meeting.

Chair Gregory thanked Aaron Hake, Andrew Sall, Senior Management Analyst, and the whole group for preparing the Commissioners that went to Washington, D.C., and Second Vice Chair Washington went also. It was very productive and hopefully they saw some of the press that came out on it. They were able to meet with the officials at the Department of Transportation and then specifically at the Federal Railroad Administration (FRA). His understanding is that they have already started to have staff reach back where they had some roadblocks before. They were honored to have a meeting with Senator Alex Padilla then with members of staff and a few of their Congressional Delegation including Congressmembers Ken Calvert and Young Kim, all were quite productive. RCTC staff and RCTC lobbyists did a lot of preparation ahead of time. It was his first experience doing that with RCTC staff and he was very pleased with all the efforts that went into both preparation and the actual execution of that visit.

Commissioner Molina stated that she was on a Washington, D.C. trip on the Commission's behalf a little while back and she had asked the FRA if they would fund grade separations and it was dead silence. She asked if there was any discussion about that.

Chair Gregory responded that there was discussion about grade separations, and they seemed to be favorable to continuing to fund those. They had indicated there was an emphasis on safety and specifically mentioned grade separations as the types of projects they are looking forward to seeing proposals for.

13B. Commissioner Molina announced immediately following the Commission meeting today is the City Selection Committee meeting. County staff has asked for the Commissioners that are staying for that meeting to stay in their seats. Also, she announced that it is Commissioner Bob Magee's birthday on March 12.

13C. Commissioner Cindy Warren congratulated Commissioner Valerie Vandever for being selected as Woman of the Year for Riverside County District 5.

13D. Commissioner Steiner thanked Aaron Hake and RCTC staff for hosting a tour on March 10 of the 91 ECOP. The tour was with Congressmember Young Kim, and it was in his district, so he was asked to come along, and Orange County Transportation Authority (OCTA) staff were also present. It was very informative and helpful to understand why it costs so much with needing to relocate so many retaining walls. He appreciated the walking and riding tour, and they are hoping that Congressmember Young Kim can secure some federal funding.

Chair Gregory thanked Commissioner Steiner for making the effort to attend. He knows that it means a lot when they see the face of the local people they are representing.

14. ADJOURNMENT

There being no further business for consideration by the Riverside County Transportation Commission, Chair Gregory adjourned the meeting at 10:27 a.m. The next Commission meeting is scheduled to be held on Wednesday, April 8, 2026.

Respectfully submitted,

Lisa Mobley
Administrative Services Director/
Clerk of the Board

AGENDA ITEM 6B

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	April 8, 2026
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Amy Weston, Accounting Supervisor Jennifer Fuller, Deputy Director of Finance
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Monthly Investment Report

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Receive and file the Monthly Investment Report for the month ended February 28, 2026.

BACKGROUND INFORMATION:

The Commission's investment report reflects investments primarily concentrated in the Riverside County Pooled Investment Fund as well as investments in mutual funds for sales tax revenue bonds debt service payments.

The Commission engaged Payden & Rygel Investment Management to make specific investments for Commission operating funds. The Commission approved an initial agreement with Payden & Rygel in May 2013 following a competitive procurement and has extended the agreement through the annual recurring contracts process.

The monthly investment report for February 2026, as required by state law and Commission policy, reflects the investment activities resulting from the 91 Project 2021 Financing and available operating cash. As of February 28, 2026, total cash and investments in the Commission's portfolio totaled approximately $2.01 billion and were comprised of the following:

CASH AND INVESTMENTS PORTFOLIO	AMOUNTS [1]
Operating	$ 1,318,159,984
Trust	380,336,136
Commission-managed	314,499,328
Total	**$ 2,012,995,448**
Note: [1] Unreconciled and unaudited	

As of February 28, 2026, the Commission's cash and investments adhere to both the Commission's investment policy adopted on December 10, 2025, and permitted investments

described in the indenture for the Commission's sales tax revenue bonds and the master indenture for the Commission's toll revenue bonds. Additionally, the Commission has adequate cash flows for the next six months.

FISCAL IMPACT:

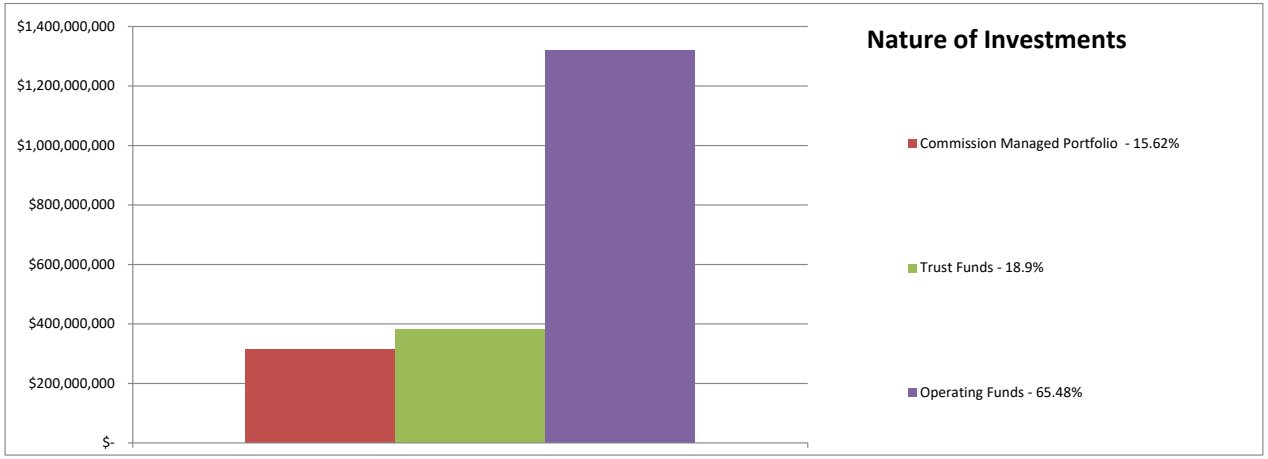
This is an information item. There is no fiscal impact.

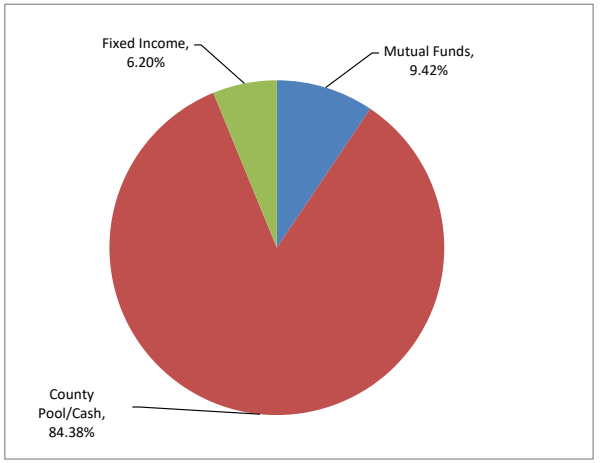
Attachment: Investment Portfolio Report for February 28, 2026.

Riverside County Transportation Commission
Investment Portfolio Report
Period Ended: February 28, 2026

	STATEMENT BALANCE [1]	FINANCIAL INSTUTION	STATEMENTS	RATING Fitch [2]	COUPON RATE	PAR VALUE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY	PURCHASE COST	MARKET VALUE	UNREALIZED GAIN (LOSS)
OPERATING FUNDS												
City National Bank Deposits	7,828,236	City National Bank	Available upon request	AA-	N/A				N/A			
County Treasurer's Pooled Investment Fund	1,310,331,747	County Treasurer	Available upon request	AAAf/S1								
Subtotal Operating Funds	1,318,159,984											
FUNDS HELD IN TRUST												
County Treasurer's Pooled Investment Fund:												
Local Transportation Fund	380,336,136	County Treasurer	Available upon request					Available upon request				
Subtotal Funds Held in Trust	380,336,136											
COMMISSION MANAGED PORTFOLIO												
US Bank Payden & Rygel Operating	62,373,549	US Bank	Available upon request					Available upon request				
2013 Series A & Series B Reserve Fund	13,317,363	US Bank	Available upon request					Available upon request				
2021 Series B Reserve Fund	40,953,705	US Bank	Available upon request					Available upon request				
2021 Series C Reserve Fund	8,158,637	US Bank	Available upon request					Available upon request				
First American Government Obligation Fund	189,696,074	US Bank	Available upon request	N/A	N/A				N/A			
Subtotal Commission Managed Portfolio	314,499,328											
TOTAL All Cash and Investments	**2,012,995,448**											

Notes:
[1] Unreconciled and unaudited
[2] As of latest available information





AGENDA ITEM 6C

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	April 8, 2026
TO:	Riverside County Transportation Commission
FROM:	Audit Ad Hoc Committee Jennifer Fuller, Deputy Director of Finance Sergio Vidal, Chief Financial Officer
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Fiscal Year 2024/25 Commission Audit Results

AUDIT AD HOC COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Receive and file the Fiscal Year 2024/25:
   a. Annual Comprehensive Financial Report (ACFR);
   b. Local Transportation Fund (LTF) Financial and Compliance Report;
   c. State Transit Assistance (STA) Fund Financial and Compliance Report;
   d. State of Good Repair (SGR) Financial and Compliance Report;
   e. Low Carbon Transit Operations Program (LCTOP) Account Financial and Compliance Reports;
   f. Single Audit Report;
   g. RCTC 91 Express Lanes Fund Financial Report;
   h. 15 Express Lanes Fund Financial Report;
   i. Debt Compliance Report;
   j. Agreed-Upon Procedures Report related to the Appropriations Limit Calculation;
   k. Agreed-Upon Procedures Report related to the Commuter Assistance Program (CAP) incentives;
   l. Auditor's communication to those charged with governance for both the financial statements and the Single Audit;
   m. Management certifications; and
   n. Auditor Required Communications Report.

BACKGROUND INFORMATION:

In March 2020, the Commission approved an agreement with Eide Bailly LLP (Eide Bailly) to perform annual audits and agreed-upon procedures for the following Commission financial statements and related programs:

Audits - ACFR; RCTC 91 Express Lanes; 15 Express Lanes; Federal Awards (Single Audit)
Financial and compliance audits - LTF, STA, SGR, and LCTOP

Agreed-upon procedures - Annual Appropriations Limit Calculation, CAP incentives, and compliance with commercial paper debt covenants.

The audits, compliance, and agreed-upon procedures for the fiscal year ended June 30, 2025 (FY 2024/25), have been completed, and Eide Bailly issued all reports. While most of the items were completed in October 2025, the Single Audit was delayed due to a delay in the release of the Compliance Supplement from the federal government. RCTC staff have met all external reporting requirements to other agencies, and the financial statements have been available to the public on RCTC's website.

The Commission's ACFR or annual financial statements consists primarily of three sections: introductory, financial, and statistical. While the introductory and statistical sections were not audited by Eide Bailly, the financial section, including the basic financial statements, had auditing procedures performed by Eide Bailly. The Commission received an unmodified (clean) opinion on its basic financial statements from Eide Bailly, which is the highest form of assurance. Limited procedures were performed related to the required supplementary information, including Management's Discussion and Analysis section; such information was not audited. The other supplementary information was subject to the auditing procedures applied in the audit of the basic financial statements, and, in the opinion of the auditors, it is fairly stated in relation to the basic financial statements.

The basic financial statements include government-wide financial statements, fund financial statements, and notes to the financial statements. Management's Discussion and Analysis section provides a narrative overview and analysis of the Commission's financial activities for the fiscal year. Financial highlights and significant matters of the basic financial statements include:

- Net position of approximately $1.943.8 billion at June 30, 2025, compared to approximately $1.474.6 billion at June 30, 2024, reflected a net increase of approximately $469.2 million from governmental and business-type activities. The increase relates to improved position in both the business-type activities and in the governmental activities.

- The increase in net position consisted of increasing charges for services related to toll revenues on the express lanes, continued strong performance of Measure A and LTF sales taxes, increasing grants revenues, and investment earnings. Operating grants increased primarily due to state reimbursements related to the 71/91 project and one-time funding from the state for SB 125 related projects. The increase in operating grants was offset by lower capital grants due to project completion or projects in different phases of engineering or construction.

- Governmental fund balances of approximately $1.714.8 billion on June 30, 2025, compared to approximately $1.434.3 billion at June 30, 2024, represent an increase of approximately $283.4 million from the prior year.

The audit reports related to the separately issued financial statements of the LTF, STA, SGR, and LCTOP also reflect unmodified opinions from Eide Bailly. These financial statements are required to be issued separately under the Transportation Development Act (TDA) and the provisions for LCTOP; however, the LTF, STA, and SGR financial position and operations are included in the fund financial statements within the ACFR. The LCTOP financial position is a component of the Measure A Western County Commuter Rail special revenue fund. This report noted no matters considered to be a material weakness in internal control and no instances of noncompliance.

The FY 2024/25 Single Audit Report includes the reports on compliance and internal control over financial reporting and over federal awards. These reports noted no matters considered to be a material weakness in internal control and no instances of noncompliance.

The RCTC 91 Express Lanes Financial Report consists of the Independent Auditors' Report, Management's Discussion and Analysis, and Financial Statements, including Notes to Financial Statements. Financial highlights include a net deficit of approximately ($2.0) million, which consisted of:

- Net investment (deficit) in capital assets of approximately ($115.6) million reflecting toll-supported debt more than capital assets; which is offset by
- Restricted net position of approximately $113.6 million for toll operations in accordance with debt indentures and agreements.

The deficit in net investment in capital assets will be reduced by future toll revenues for the payment of outstanding toll debt obligations. The deficit was reduced approximately 97 percent from the prior year.

The 15 Express Lanes Financial Report consists of the Independent Auditors' Report, Management's Discussion and Analysis, and Financial Statements, including Notes to Financial Statements. Financial highlights include a net position of approximately $357.7 million, which consisted of:

- Net investment in capital assets of approximately $332.3 million reflecting capital assets more than toll-supported debt; and
- Restricted net position of approximately $25.4 million for toll operations in accordance with debt indentures and agreements.

As a result of the establishment of the commercial paper program in March 2005, the bank reimbursement agreement requires a report from the auditor regarding compliance with certain covenants. The report issued by Eide Bailly indicated that nothing came to the auditor's attention that caused the auditors to believe the Commission failed to comply with these covenants.

The Appropriations Limit Calculations and CAP reports are based on specific procedures agreed to by the Commission. For the Appropriations Limit Calculation and CAP, the auditors noted no exceptions or findings related to the procedures performed.

As required by American Institute of Certified Public Accountants Auditing Standards Board Statement No. 114, *The Auditor's Communications with Those Charged with Governance*, the Commission's auditor is required to make certain annual communications to the Commission's Audit Ad Hoc Committee, or its equivalent, regarding the audit of the Commission's financial statements following the completion of the audit. Eide Bailly completed the annual audit for FY 2024/25 in October 2025. The report to the Audit Ad Hoc Committee from the auditor contains the required communications about the audit. Eide Bailly completed the Single Audit for FY 2024/25 in February 2026. Therefore, a second required communication is included.

As part of the development of the Commission's Accountability Program, both the Executive Director and Department Directors have completed certifications relating to financial reporting and operational disclosures.

Attachments:

1) 2025 Annual Comprehensive Financial Report
2) 2025 Local Transportation Fund Financial and Compliance Report
3) 2025 State Transit Assistance Fund Financial and Compliance Report
4) 2025 State of Good Repair Fund Financial and Compliance Report
5) 2025 Low Carbon Transit Operations Program Account Financial and Compliance Reports
6) 2025 Single Audit Report
7) 2025 RCTC 91 Express Lanes Fund Financial Report
8) 2025 15 Express Lanes Fund Financial Report
9) 2025 Commercial Paper Compliance Report
10) 2025 Agreed-Upon Procedures Report related to the Appropriations Limit Calculation
11) 2025 Agreed-Upon Procedures Report related to the Commuter Assistance Program incentives
12) Auditor's communication to those charged with governance for both the financial statements and the Single Audit.
13) 2025 Executive Director and Chief Financial Officer Certification
14) 2025 Director's Certification
15) Auditor's Presentation to the Audit Ad Hoc Committee

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

71/91 Interchange Project

Coachella Valley Rail

Moreno Valley/March Field Station Improvements Project

Freeway Service Patrol

Specialized Transit

91 Express Lanes

FISCAL YEAR ENDED JUNE 30, 2025

ANNUAL COMPREHENSIVE FINANCIAL REPORT

Riverside County Transportation Commission

Riverside County, California

ANNUAL COMPREHENSIVE FINANCIAL REPORT

Fiscal Year Ended June 30, 2025

Submitted by:

Sergio Vidal
Chief Financial Officer

60/91/215 Interchange

15/91 Express Lanes Connector

CONTENTS

Introductory Section

Letter of Transmittal i
Organization Chart x
List of Principal Officials and Management Staff xii

Financial Section

Independent Auditor's Report 1
Management's Discussion and Analysis 5
Basic Financial Statements
- Government-wide Financial Statements
  - Statement of Net Position 22
  - Statement of Activities 23
- Fund Financial Statements
  - Governmental Funds
    - Balance Sheet—Governmental Funds 24
    - Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position 27
    - Statement of Revenues, Expenditures and Changes in Fund Balances —Governmental Funds 28
    - Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities 31
  - Proprietary Fund
    - Statement of Net Position 32
    - Statement of Revenues, Expenses and Changes in Fund Net Position 34
    - Statement of Cash Flows 35
- Notes to Basic Financial Statements 37

Required Supplementary Information
- Schedule of Revenues, Expenditures and Changes in Fund Balances—Budget and Actual:
  - General Fund 86
  - Major Special Revenue Funds 87
- Schedule of Proportionate Share of Net Pension Liability 90
- Schedule of Pension Contributions 91
- Schedule of Changes in the Net OPEB Liability (Asset) and Related Ratios 92
- Schedule of OPEB Contributions 93
- Notes to Required Supplementary Information 95

Other Supplementary Information
- Nonmajor Governmental Funds
  - Combining Balance Sheet 100
  - Combining Statement of Revenues, Expenditures and Changes in Fund Balances 102

Contents, Continued

Financial Section, Continued

Schedule of Revenues, Expenditures and Changes in Fund Balances—Budget and Actual:
- Nonmajor Special Revenue Funds 104
- Capital Projects Funds 108
- Debt Service Fund 109

Schedule of Expenditures for Local Streets and Roads by Geographic Area—All Special Revenue Funds 110

Schedule of Expenditures for Transit and Specialized Transportation by Geographic Area and Source—All Special Revenue Funds 111

Schedule of Uses of Debt Proceeds and Fund Balances 112

Statistical Section

Statistical Section Overview 113
Primary Government Net Position by Component 114
Changes in Primary Government Net Position 116
Fund Balances of Governmental Funds 120
Changes in Fund Balances of Governmental Funds 122
Sources of County of Riverside Taxable Sales by Business Type 124
Direct and Overlapping Sales Tax Rates 126
Principal Taxable Sales Generation by City 127
Measure A Sales Tax Revenues by Program and Geographic Area 128
Measure A Sales Tax by Economic Category 129
Measure A Revenues and Pledged Revenue Coverage 130
Ratios of Outstanding Debt by Type 132
Computation of Legal Debt Margin 134
Demographic and Economic Statistics for the County of Riverside 136
Employment Statistics by Industry for the County of Riverside 137
Full-time Equivalent Employees by Function/Program 138
Operating Indicators 140
Capital Asset Statistics by Program 143

INTRODUCTORY SECTION

I-215 Downtown Riverside

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

4080 Lemon Street, 3rd Floor • Riverside, CA
Mailing Address: P. O. Box 12008 • Riverside, CA 92502-2208
(951) 787-7141 • Fax (951) 787-7920 • www.rctc.org

October 31, 2025

To the Riverside County Transportation Commission Commissioners
and Residents of the County of Riverside:

Letter of Transmittal

State law requires that the Riverside County Transportation Commission (Commission or RCTC) publish within six months of the close of each fiscal year a complete set of financial statements presented in conformity with accounting principles generally accepted in the United States and audited in accordance with generally accepted auditing standards by independent certified public accountants. Pursuant to that requirement, we hereby issue the Annual Comprehensive Financial Report (Annual Report) of the Commission for the fiscal year ended June 30, 2025.

RCTC's management staff assumes responsibility for the completeness and reliability of all the information presented in this report, based on the Commission's comprehensive framework of internal controls established for this purpose. Because the cost of internal control should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatements.

Eide Bailly LLP has issued an unmodified opinion on the Commission's financial statements for the year ended June 30, 2025. The independent auditor's report is located at the beginning of the financial section of this report.

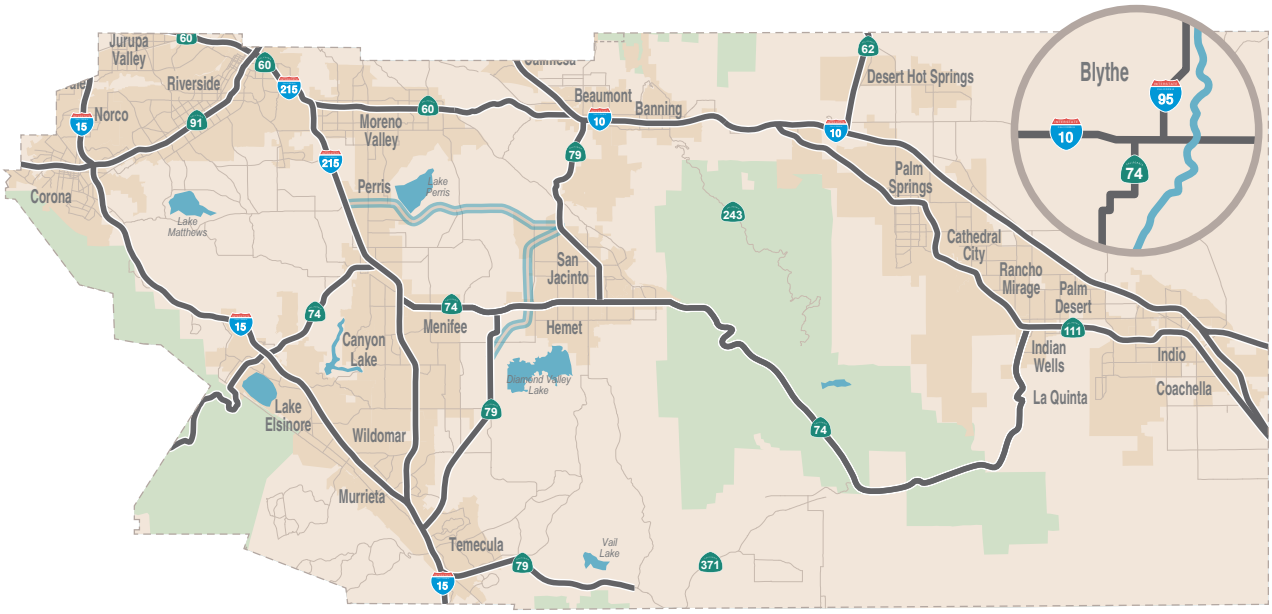
Following the independent auditor's report, the Management's Discussion and Analysis (MD&A) provides a narrative introduction, overview, and analysis of the basic financial statements. The MD&A complements this letter of transmittal and should be read in conjunction with it.

Profile of RCTC's Governance and Responsibilities

State law established the Commission in 1976 to oversee the funding and coordination of all public transportation services within the County of Riverside (County). The Commission's mission is to assume a leadership role in improving mobility in Riverside County and to maximize the cost effectiveness of transportation dollars in the County. The governing body is the Board of Commissioners (Board), which consists of all five members of the County Board of Supervisors, one elected official from each of the County's 28 cities, and one non-voting member appointed by the Governor. The Commission is responsible for setting policies, establishing priorities, and coordinating activities among the County's various transportation operators and agencies. The Commission also programs and/or reviews the allocation of federal, state, and local funds for highways, transit, rail, non-motorized travel (bicycle and pedestrian), and other modes of transportation. The Commission has also developed two express lanes projects; the RCTC 91 Express Lanes opened in March 2017, and the 15 Express Lanes opened in April 2021.

The Commission also serves as the tax authority and implementation agency for the voter approved half-cent sales tax known as Measure A Transportation Improvement Program, to fund transportation improvements in Riverside County. Originally approved in 1988 (1989 Measure A), Riverside County's voters in 2002 approved a 30-year extension of Measure A commencing July 1, 2009, through June 30, 2039 (2009 Measure A).

The Commission is also legally responsible for allocating Transportation Development Act (TDA) funds, the major source of funds for transit in the County. The TDA provides two major funding sources: Local Transportation Fund (LTF), derived from a one quarter cent state sales tax, and State Transit Assistance, derived from the statewide sales tax on gasoline and diesel fuel.



Additionally, as the Service Authority for Freeway Emergencies (SAFE), the Commission provides motorist aid services designed to enhance safety and traffic flow. These services include the Freeway Service Patrol (FSP), a roving tow truck service to assist motorists with disabled vehicles on the main highways of the County during peak rush hour traffic periods. The motorist aid program also includes the Inland Empire 511 (IE511) system, which provides comprehensive real-time traveler information for freeways, bus, rail transit, and rideshare services. All services are provided at no charge to motorists and are funded through a $1 surcharge on vehicle registrations; FSP also receives state allocations. The Commission is financially accountable for SAFE; a legally separate entity blended in the Commission's financial statements.

The Commission must adopt a budget before the start of each fiscal year. The annual budget, which includes all funds, serves as the foundation for the Commission's financial planning and control regarding staffing, operations, and capital plans. The budget is prepared by fund (financial responsibility unit), department, and function. Management has the discretion to transfer budgeted amounts within the financial responsibility unit according to function. During the fiscal year, all budget amendments requiring Board approval are presented to the Board for consideration and adoption.

Local Economy

Since 2020, Riverside County continues to demonstrate resiliency. While unemployment slightly increased during the past fiscal year, the region continues to outperform historical expectations related to economic activity primarily for its key revenue sources. Measure A and Local Transportation (LTF) sales taxes are down slightly from the previous fiscal year's record highs; however, the continued historical outperformance demonstrates the area's resiliency. The modest decrease in sales tax is primarily due to lower than anticipated gas prices being offset by continued high demand of online retail.

Development continues to be an economic driving force, evidenced by mitigation fees such as Transportation Uniform Mitigation Fees (TUMF) outperforming budgetary expectations. TUMF fees provide additional funding for Regional Arterials and Community Environmental Transportation Acceptability Process (CETAP) projects.

Riverside County maintains competitive advantages over nearby coastal counties (Los Angeles, Orange, and San Diego) due to affordable housing and available land. Also, the county's population continues to gradually climb, which results in both the county's employment and commercial base remaining stable. Also, due to continued growth in population, it is anticipated that demand for housing within the County will remain strong.

For the Commission, formidable ongoing challenges remain in terms of providing needed infrastructure enhancements to support a population that has increased over ten percent in the last ten years (2015-2025). Furthermore, the local economy continues to outgrow the capacity of its existing infrastructure, evidenced by continued growth within the logistics sector.

Long-term Financial Planning

Innovative financial planning is a critical element for the success of the Commission as it builds for the future. Continually monitoring budgeted revenues and expenditures verified by actual amounts validates the Commission's expectations.. Development of forecasts for each funding source is also a critical element with identifying funding needs for key RCTC projects in both the short and long-term.

Local funding, specifically the Commission's voter-approved sales tax program (Measure A or Program), will continue to serve as RCTC's most significant source of funding. Measure A funds highway, local streets and roads, public transit, passenger rail projects, and new transportation corridors throughout the County. The Program was established to ensure funding for each of the three identified geographic regions within the County, which include the Palo Verde Valley, Coachella Valley, and western Riverside County.

Measure A revenues of approximately $280 million exceeded the Commission's approved revised projection for FY 2024/25 by over fifteen percent; however, they are down slightly when compared to the previous fiscal year. For FY 2025/26, the Commission is cautiously optimistic economic activity will be in alignment with recent collections for this key revenue source.

Tolling is another important local funding source for the Commission. The Interstate (I)-15 and State Route (SR) 91 Express lanes surpassed forecasted expectations related to revenue while operating expenditures continue to be under budget. During the upcoming fiscal year, RCTC will monitor traffic patterns to ensure budgetary expectations are met and evaluate opportunities to extend it's I-15 express lanes.

At the State (State of California) level, transportation funding is a source of continuing debate regarding future priorities. Sustainability and vehicle miles traveled (VMT) mitigation are key priorities identified by the State. RCTC will continue to innovate and identify unique approaches to enhancing its project funding when seeking grant funding from state partners.

Federal funding remains a key revenue source for various initiatives led by the Commission. Specifically, the Commission remains active in monitoring funding opportunities provided by the federal government including congressional surface transportation reauthorization legislation and other US Department of Transportation (US DOT) funding opportunities.

Capital Project Delivery and Implementation—Critical Workers Delivering Needed Infrastructure

The Capital Project Development and Delivery Department is responsible for major highway and rail capital projects from initial environmental study through preliminary engineering, final design, right-of-way acquisition, and construction phases.

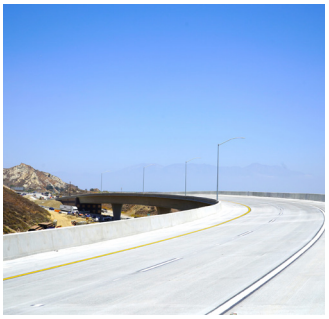
Since the beginning of the decade (2020), the Commission is operating during an unprecedented era of transportation investment in Riverside County due to higher than anticipated local revenues such as Measure A and LTF along with in development mitigation fees. The results can be seen with various projects under construction, increasingly popular and successful transit services, and commitments of more projects on the way soon. There are also notable completed projects – providing tangible examples of the Commission achieving promises made to voters who approved Measure A, such as the recent completion of the 15/91 Express Lanes Connector project within the city of Corona, continued improvements for the SR-91 Corridor such as the completion of the 71/91 interchange and investments to the County's rail infrastructure and facilities. The Commission's success is demonstrated in the projects identified below.

Progress Continues

The Commission continues to advance projects to meet both the short and long-term needs of County residents. Similar investments and resulting job creation can be seen throughout Riverside County with recently completed highway and passenger rail projects:

Regional Arterial Projects: The Commission recently awarded approximately $130 million in regional arterial projects funded by both Transportation Uniform Mitigation Fee (TUMF) and Measure A. The award was distributed to areas within western Riverside County for various street widening projects and local arterial extensions.

71/91 Interchange: The Commission completed the project during the spring of 2025, connecting the eastbound SR-91 and northbound SR-71 in the city of Corona. This approximately $137 million construction project will be a gateway for Riverside, Orange, and San Bernardino counties.



71/91 Interchange

Smart Freeways: Work began on the I-15 Smart Freeways Pilot project within the city of Temecula. The project includes ramp metering to ensure a consistent flow of vehicular traffic enters the freeway. The pilot project is ongoing and scheduled to be completed during the upcoming fiscal year.

Commuter Rail Improvements: The Commission continues to invest in passenger rail infrastructure within the County, such as the Moreno Valley/March Field (MV/MF) Station Project which was completed in July 2025. The project totaled approximately $40 million and added a second platform and lengthened the existing platform.

Another exciting rail improvement is the South Perris Station and Layover expansion. The project is slated to add an additional platform, second station track, and a new signal system. Construction activities totaling approximately $10 million are funded for the upcoming fiscal year.

The Moreno Valley to Perris Double Track Project will provide approximately six miles of a second main track to accommodate increased passenger trains and replace the current second track that is comprised of jointed rail, older wood ties, and poor ballast conditions. The project is under design and is estimated to begin construction next year.

Other investments aimed at rehabilitating and maintaining the Commission's nine Metrolink stations are prioritized in the Commission's Five-Year Station Rehabilitation Program, which is updated annually. Recently completed projects include elevator upgrades, pavement rehabilitation, upgraded ADA drop-off/pick-up zones, and installation of solar photo-voltaic panels. Planned station improvements for the next five years include projects such as comprehensive painting of station structures, bike and pedestrian safety improvements, LED fixtures and lighting, drought tolerant landscaping, CCTV camera systems, and station security and access control.

Projects for Future Construction

I-15 Express Lanes Southern Extension: Environmental work is complete, and procurement of a design-build contractor is under way to extend the 15 Express Lanes to the city of Lake Elsinore. A series of public scoping and public meetings were held in 2024 during circulation of the Draft Environmental Document as part of the environmental review process.

SR-91 Eastbound Corridor Operations Project: An environmental revalidation is complete, and procurement of a design consultant is underway to add an operational lane on eastbound SR-91 from SR-241 to SR-71

SR-79 Realignment: In the unincorporated Riverside County communities of Hemet and San Jacinto is the realignment of SR-79. This 2009 Measure A project is undergoing early project development partially funded through the TUMF program and Measure A. An environmental document was approved in January 2017 to allow the realignment of SR-79 between Ramona Expressway and Newport Road. The project will construct a new County expressway to provide a more direct route within the San Jacinto Valley. Current work on this project includes acquisition of right of way needed for mitigation and to protect cultural sites and design on the southerly segment (SR-79 Segment 3). During the upcoming fiscal year, funding totaling approximately $25 million is provided for anticipated right-of-way activity. Design of the first segment (SR-79 Segment 3) from Simpson Road to Newport Road began in 2025 and will be completed in 2027. Construction is scheduled for 2028 if funding becomes available.

Active Transportation: Non-motorized transportation options are becoming an increasingly important part of California's transportation infrastructure. The Commission is also heading up project development for the Santa Ana River Trail – a multiuse facility that will provide a bike, pedestrian, and equestrian trail to link Riverside, San Bernardino, and Orange Counties for cyclists, pedestrians, and equestrians. The first phase of the Santa Ana River Trail was completed in early 2024 between Rincon Road and Butterfield Drive in Corona

Other Projects: Furthermore, the Commission is working with Transportation Corridor Agencies (TCA) on a direct connection project between SR-241 and the 91 Express Lanes operated by TCA. Operational elements for this future facility are currently being addressed among the following agencies: TCA, Orange County Transportation Authority (OCTA), the California Department of Transportation (Caltrans), and RCTC.

TUMF Links Growth with Infrastructure

In the Coachella Valley, a TUMF program was established shortly after the passage of 1989 Measure A. The program requires developers to pay a fee on new developments to fund arterial improvements. Cities are required to participate in the program or forfeit Measure A local dollars to Coachella Valley Association of Governments, which oversees the regional arterials, and has been successful in funding key arterial and freeway interchange projects.

With the passage of the 2009 Measure A, a TUMF program with participation requirements like that in the Coachella Valley is also in place in western Riverside County and administered by the Western Riverside Council of Governments. TUMF funds received by the Commission are split evenly between new corridors, including the Mid County Parkway (MCP), and regional arterials, including local projects and the SR-79 realignment project. As noted above, the Commission recently awarded approximately $50 million in TUMF Regional Arterials funding to local areas for their regional arterial projects. The funding reflects the partnership and investment within the County.

Rail Development, Operations and Support

The Commission is one of five member agencies of the Southern California Regional Rail Authority, which operates the Metrolink commuter rail service and is engaged with its partners to provide effective regional service. Commuter rail service consists of eight lines serving six counties. The system typically carried an average of 43,000 passengers each weekday prior to COVID-19; however, ridership has decreased and is slowly recovering since the pandemic.

The Commission owns and operates nine stations served by the three Metrolink lines operating throughout the County, including four stations along the Perris Valley Line that commenced carrying passengers in June 2016. The Riverside Downtown Operations Control Center provides closed-circuit television monitoring at the stations and facilities for train crews. Below is a summary of the Metrolink lines operating in Riverside County:

- *Riverside Line:* Originates in the Riverside–Downtown station and stops at the Jurupa Valley-Pedley station before proceeding through the cities of Ontario, Pomona, Industry, and Montebello to Los Angeles Union Station. Average daily ridership on the Riverside Line during fiscal year 2024/25 was 1,225.
- *Inland Empire Orange County (IEOC) Line:* Begins in nearby San Bernardino County with stops at the Riverside– Downtown, Riverside–La Sierra, Corona–North Main, and Corona–West stations before entering Orange County with stops in Anaheim Canyon, Orange, Santa Ana, Tustin, Irvine, Laguna Niguel/Mission Viejo, San Juan Capistrano, San Clemente, and Oceanside. When initiated in 1995, this service was described as the first suburb-to-suburb commuter rail service in the nation. Average daily ridership on the IEOC Line during fiscal year 2024/25 was 2,237. This line also provides weekend service.
- *91/Perris Valley Line:* Provides service from the city of Perris to Los Angeles with stops in Perris-South, Perris Downtown, Moreno Valley/March Field, Riverside–Hunter Park/UCR, Riverside-La Sierra, Corona-North Main, Corona-West, Fullerton, Buena Park, Norwalk, and Commerce before terminating at Union Station. Average daily ridership on the 91/Perris Valley Line during fiscal year 2024/25 was 1,909. This line also provides weekend service.

Coachella Valley-San Gorgonio Pass Rail Service (CV Rail)

The Commission, in coordination with Caltrans and the Federal Railroad Administration, is working to bring passenger rail service as an alternate mode of travel across Southern California, connecting desert communities and attractions between Riverside, Los Angeles, Orange, and San Bernardino Counties. The program proposes operating two to five daily roundtrips between Los Angeles Union Station and the cities of Indio or Coachella, with morning and evening departures from each end. Passenger service is expected to take approximately 3 hours and 15 minutes, which is comparable to trips made by cars on congested highways such as I-5, SR-91, and I-10.

In July 2022, the Commission certified the Final Tier 1/Program Level Environmental Impact Report. Certification of the environmental report was a significant milestone for this project. The Commission has secured $80 million for the station feasibility planning and Tier 2 environmental process. The Commission also plans to begin station feasibility planning and California Environmental Quality Act (CEQA) environmental process in 2026. This service's proposed implementation will provide another important link between the Coachella Valley and western Riverside County and the Southern California region. Acting as the regional transportation planning agency (RTPA) for Riverside County, the Commission provides various commuter services to increase mobility, safety, and air quality throughout the region.

Commuter / Motorist Assistance

Commuter Assistance: The Commission applies Measure A, Congestion Mitigation and Air Quality Improvement (CMAQ), and Service Authority for Freeway Emergencies (SAFE) funds to administer the Commuter Assistance Program to ease congestion, maximize the efficiency of its transportation investments, and reduce vehicle miles traveled and emissions from single occupant vehicle trips with the following programs and services:

Ride matching and Information Services: The Commission, in partnership with the San Bernardino County Transportation Authority (SBCTA) provides commuters and employer partners in the region with access to rideshare resources (IECommuter.org) and information to assist with finding ride matches for car/vanpool arrangements or transit options and to participate in incentives. A call center (866-RIDESHARE) and live chat is also available during business hours for commuters or employers who require additional support.

Rideshare Incentives: The most popular commuter incentive continues to be the $5 per day Rideshare Incentives, a short-term incentive that offers $5 per day for each day commuters use an alternate mode of transportation in a three-month period (up to a max of $125). Long-term commuter ride sharers and teleworking employees are recognized and rewarded for their continuing commitment to use alternate modes of transportation to and from work with access opportunities to win monthly prizes for reported rideshare and telework activity through monthly Rideshare Spotlight and Telework Spotlight programs.

Vanpool Subsidies: The Commission provides ongoing subsidies to eligible vanpools commuting to employer worksites in western Riverside County through its VanClub program. In FY 2024/25, VanClub supported an average of 49 vans per month resulting in the reduction of more than 96,000 trips, 4.6 million miles, and 1,745 tons of emissions throughout the region.

Guaranteed Ride Home: Through the Commission's rideshare program, IE Commuter, a Guaranteed Ride Home (GRH) service is available to ridesharing commuters of employer partners. Should commuters experience an emergency and need to get home, they are reimbursed the cost of a Lyft/Uber or other transportation network company ride, rental car, taxi, or transit option used to get home. GRH also covers when an employee may miss his/her ride due to unexpected overtime. Eligible participants may claim up to two emergency rides home per year.

Park & Rides: Working in partnership with Caltrans, the Commission leases excess parking from retail and private property partners to facilitate ride sharing and to expand park and ride capacity. There are approximately 3,000 park and ride spaces available throughout Riverside County.

Motorist Assistance: Acting in its capacity as the Service Authority for Freeway Emergencies for Riverside County, the Commission also administers a Motorist Assistance Program to reduce congestion, enhance mobility, and improve safety for motorists traveling throughout the County. Motorist Assistance services are funded primarily through a $1 annual vehicle registration surcharge and state allocations for the Freeway Service Patrol. The Commission is financially accountable for SAFE, a legally separate entity blended within the Commission's financial statements. The Motorist Assistance services are provided at no charge to motorists:

Freeway Service Patrol: The FSP program is a special team of 20 tow trucks roving along 11 beats on portions of SR-60, SR-91, I-15, and I-215 within the County during peak, weekday commuter hours to assist drivers when their vehicles break down or experience other mechanical problems. The purpose of the FSP is to clear debris and remove disabled vehicles from the freeway as quickly as possible to keep freeway traffic moving during rush hour periods. Another effort augments existing FSP service with additional tow trucks in construction areas as another means of construction-related congestion mitigation. The Riverside County SAFE and the State fund the FSP program. During FY 2024/25, the FSP provided approximately 63,880 assists.

Call Boxes: In cooperation with the California Highway Patrol and Caltrans, the Commission historically assisted motorists who experienced accidents, mechanical breakdowns, or other unforeseen problems by providing access to cellular emergency roadside call boxes with enhanced reception along the County's major highways. In FY 2024/25, call box operators answered approximately 645 calls from motorists. In response to the proliferation and continued growth of cell phones, the growing reliability and coverage of cellular networks, declining demand and usage of call boxes, and challenges associated with maintaining service through the sole remaining call box maintenance provider in the state, the Commission approved the complete decommissioning of the call box program as of June 2025. This decision follows a substantial reduction to the call box system in 2017 and 2019 and ensures continued fiscal responsibility while maintaining a focus on modern motorist assistance technologies. To guide future Motorist Assistance Program investments, the Commission will initiate a Next Generation Motorist Aid Study in 2026 to evaluate emerging technologies and alternative solutions for assisting motorists.

Traveler Information: To further promote mobility, the Commission in collaboration with Southern California partners (LA Metro, OCTA, SBCTA, and Ventura County Transportation Commission), provides motorists with access to real-time freeway travel information, public transit and rideshare resources, and incident information on Southern California highways through its SoCal 511 Traveler Information system. SoCal 511 is designed to promote mobility by fostering more informed travel decisions to avoid congestion and is available via telephone by dialing 511 from any landline or cell phone within Riverside County, online at SoCal511.com, or the SoCal511 mobile app. In FY 2024/25, SoCal 511 serviced 545,074 web visits across SoCal 511 partner regions and 53,498 phone calls within the Inland Empire.

Specialized Transit

Specialized Transit

The Commission has maintained a long-term commitment to assist residents with specialized transit needs. Through its Specialized Transit Program, the Commission has provided millions of dollars to public and nonprofit transit operators that provide special transit services to improve the mobility of seniors, persons with disabilities, and individuals with low income. Along with traditional demand response, or Dial-A-Ride type services, the Commission supports innovative programs providing transit assistance in hard-to-serve rural areas or for riders having special transit needs. With funding from this program, individuals can travel to work independently, shop at the neighborhood grocery stores, visit a doctor, and much more.

The Commission develops a Public Transit–Human Services Coordinated Plan (Coordinated Plan) every four years. This plan assists the Commission in identifying service gaps, additional qualifying populations, and underserved areas of Riverside County in need of transit services. The last Coordinated Plan was approved in January 2021, and the next update will be completed in 2025. The Coordinated Plan will be prepared and presented for the Commission's consideration in November 2025. To address some of these transit service needs identified in the Coordinated Plan, a portion of the Measure A sales tax in western Riverside County is set aside for a Specialized Transit Call for Projects. This Specialized Transit Call for Projects is held every three years and provides funding awards for public and nonprofit transit operators. During fiscal year 2024/25, public and nonprofit transit operators provided over 190,000 one-way trips.

In addition to funding and planning, the Citizens and Specialized Transit Advisory Committee (CSTAC) assists the Commission by reviewing service plans of the transit operators, promoting the various public and specialized transportation services throughout the County, and offers a forum for the public and social service agencies to share information and address public needs. The CSTAC consists of 13 members of the public and the 2 consolidated transportation service agencies (Riverside Transit Agency and SunLine Transit Agency), which were recently appointed by the Commission in May 2024. The CSTAC meets bimonthly and provides Commission staff with additional insight into specialized transit needs throughout the County.

Awards and Acknowledgements

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the Commission for its Annual Report for the fiscal year ended June 30, 2024. This was the 32nd consecutive year the Commission has achieved this prestigious award. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized Annual Report. This report must satisfy both GAAP and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe our current Annual Report continues to meet the Certificate of Achievement Program's requirements, and we are submitting it to the GFOA to determine its eligibility for another certificate.

The Annual Report each year is a collaborative effort by Commission staff and its independent auditors. The undersigned are grateful to all staff for their willingness to expend the effort necessary to ensure the financial information contained herein is informative and completed within established deadlines. Special thanks must be extended to the Finance staff, program management and staff, and Commission's auditors for the time, effort, and commitment so vital for the final completion of the Annual Report.

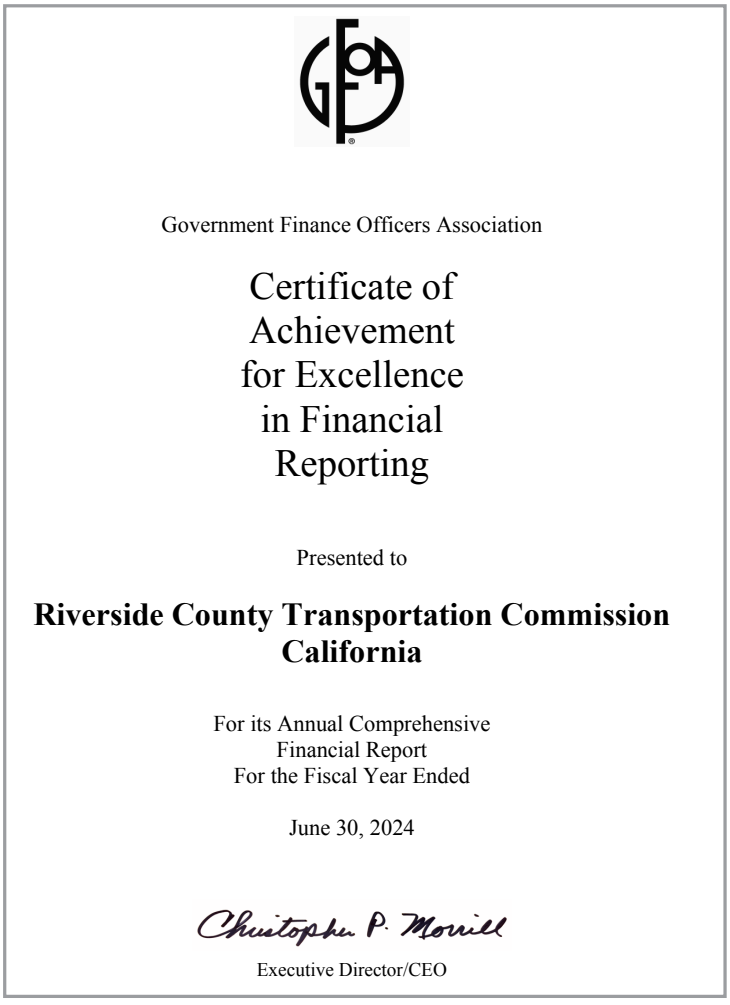
Consistent with past practice, the Commission continues to receive recognition from the Government Finance Officers Association for its most recent annual audited financial statements, June 30, 2024.

In closing, without the leadership and the support of the Board, preparation of this report would not have been possible, particularly the dedication, professional judgement, and prudence of the Finance department, led by the Deputy Director of Finance. Its prudent management must be credited for the strength of the Commission's fiscal condition, and its vision ensures that the Riverside County Transportation Commission will be on the move planning for and building a better future for Riverside County residents and commuters.

Very sincerely yours,

AARON HAKE
Executive Director

SERGIO VIDAL
Chief Financial Officer



Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

Riverside County Transportation Commission California

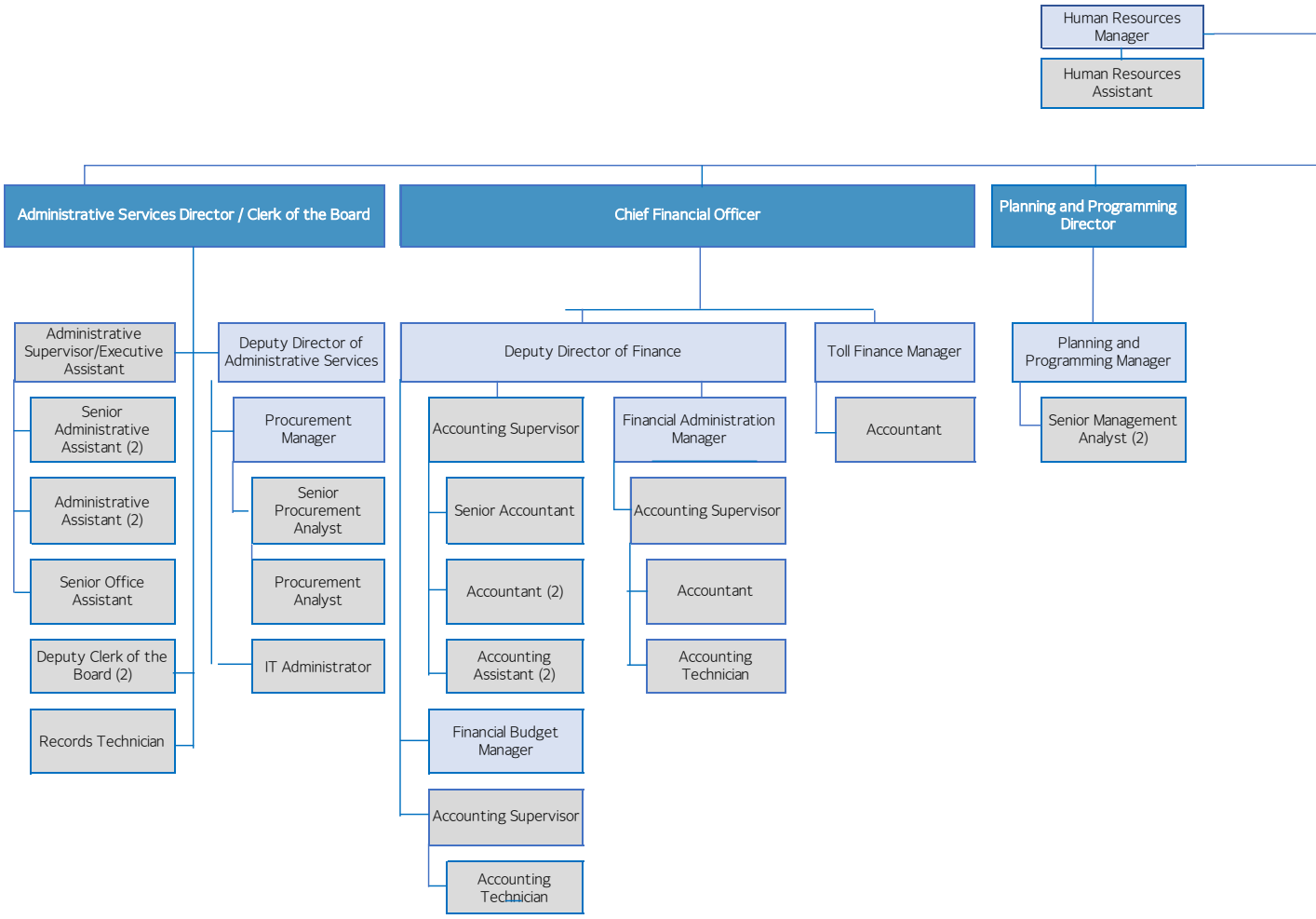
For its Annual Comprehensive Financial Report
For the Fiscal Year Ended

June 30, 2024

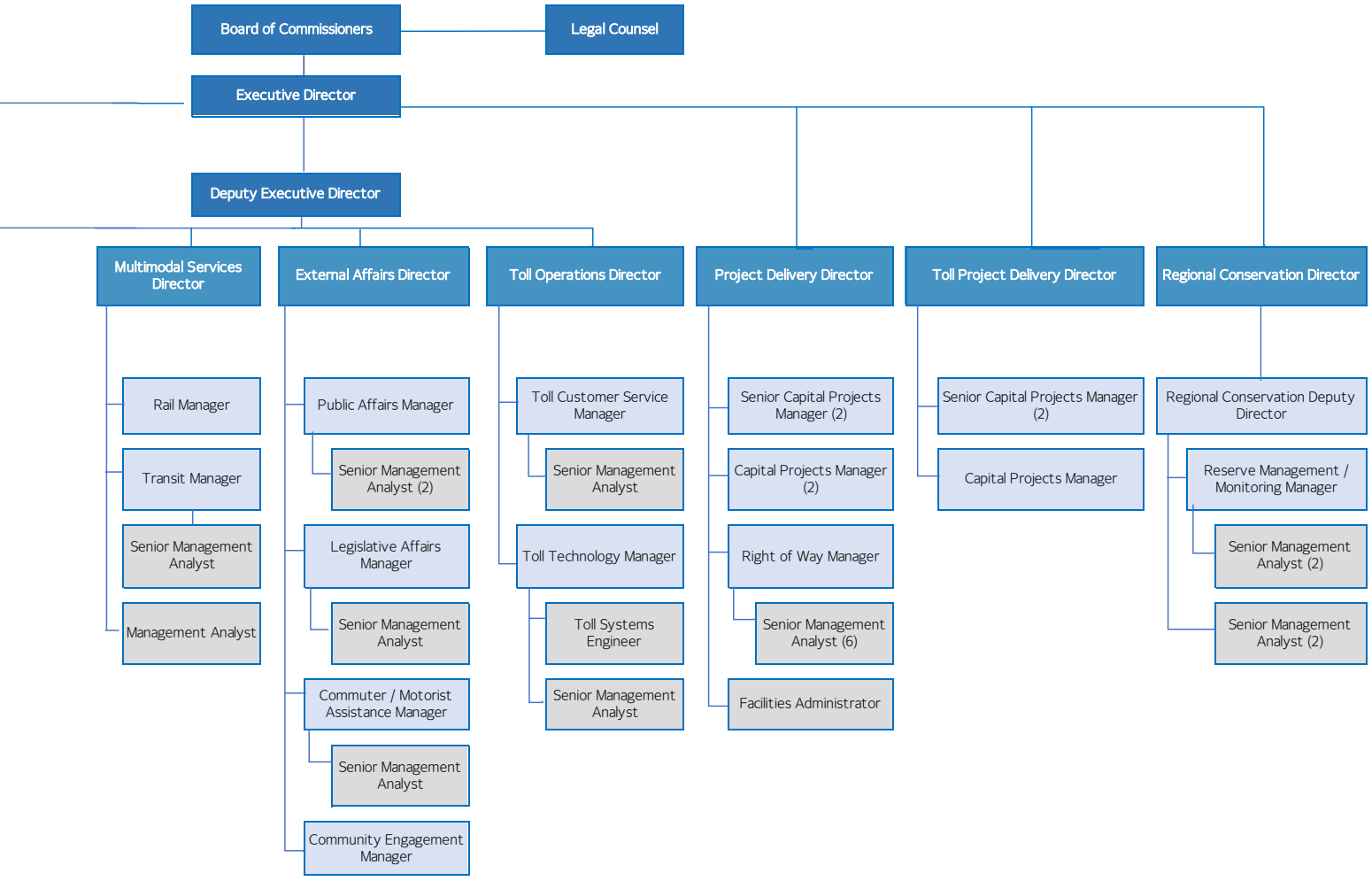
Christopher P. Morrill

Executive Director/CEO

Riverside County Transportation Commission Organization Chart



Riverside County Transportation Commission Organization Chart



Riverside County Transportation Commission

List of Principal Officials

BOARD OF COMMISSIONERS		
Name	**Title**	**Agency**
Jose Medina	Member	County of Riverside, District 1
Karen Spiegel	Chair (Commission)	County of Riverside, District 2
Chuck Washington	Member	County of Riverside, District 3
V. Manuel Perez	Member	County of Riverside, District 4
Yxstian Gutierrez	Member	County of Riverside, District 5
Sheri Flynn	Member	City of Banning
Lloyd White	Member	City of Beaumont
Joseph DeConinck	Member	City of Blythe
Linda Molina	Chair (Budget and Implementation Committee)	City of Calimesa
Jeremy Smith	2nd Vice Chair (Commission)	City of Canyon Lake
Raymond Gregory	Vice Chair (Commission)	City of Cathedral City
Denise Delgado	Member	City of Coachella
Wes Speake	Member	City of Corona
Scott Matas	Member	City of Desert Hot Springs
Clint Lorimore	Member	City of Eastvale
Linda Krupa	Member	City of Hemet
Toper Taylor	Vice Chair (Toll Policy and Operations Committee)	City of Indian Wells
Waymond Fermon	Member	City of Indio
Brian Berkson	Chair (Toll Policy and Operations Committee)	City of Jurupa Valley
Kathleen Fitzpatrick	Member	City of La Quinta
Bob Magee	Member	City of Lake Elsinore
Bob Karwin	Member	City of Menifee
Ulises Cabrera	Member	City of Moreno Valley
Cindy Warren	Member	City of Murrieta
Fia Sullivan	Member	City of Norco
Jan Harnik	Member	City of Palm Desert
David Ready	Member	City of Palm Springs
Michael M. Vargas	Vice Chair (Western Riverside County Programs and Projects Committee)	City of Perris
Eve Fromberg Edelstein	Member	City of Rancho Mirage
Chuck Conder	Member	City of Riverside
Valerie Vandever	Vice Chair (Budget and Implementation)	City of San Jacinto
James Stewart	Member	City of Temecula
Joseph Morabito	Chair (Western Riverside County Programs and Projects Committee)	City of Wildomar
Catalino Pining	Governor's Appointee	Caltrans, District 8

MANAGEMENT STAFF

Aaron Hake, *Executive Director*
David Knudsen, *Deputy Executive Director*
Jennifer Crosson, *Toll Operations Director*
Erik Galloway, *Project Delivery Director*
Jillian Guizado, *Planning and Programming Director*
Aaron Gabbe, *Regional Conservation Director*
Jeanette Flores, *External Affairs Director*
Lorelle Moe-Luna, *Multimodal Services Director*
David Thomas, *Toll Project Delivery Director*
Lisa Mobley, *Administrative Services Director/ Clerk of the Board*
Sergio Vidal, *Chief Financial Officer*

FINANCIAL
SECTION

Moreno Valley/March Field Metrolink Station

Independent Auditor's Report

Board of Commissioners
Riverside County Transportation Commission
Riverside, California

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Riverside County Transportation Commission (Commission), as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the Commission's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Commission, as of June 30, 2025, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Commission, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Commission's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Commission's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Commission's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison schedules, schedule of proportionate share of net pension liability/(asset), schedule of pension contributions, schedule of changes in the net OPEB liability/(asset) and related ratios, and the schedule of OPEB contributions, as listed in the table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Commission's basic financial statements. The combining and individual nonmajor fund financial statements, budgetary comparison schedules, schedules of expenditures, and schedule of uses of debt proceeds and fund balances are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the combining and individual nonmajor fund financial statements, budgetary comparison schedules, schedules of expenditures, and schedule of uses of debt proceeds and fund balances are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Eide Bailly LLP

Rancho Cucamonga, California
October 31, 2025

As management of the Riverside County Transportation Commission (Commission), we offer readers of the Commission's financial statements this narrative overview and analysis of the Commission's financial activities for the fiscal year ended June 30, 2025. We encourage readers to consider the information on financial performance presented here in conjunction with the transmittal letter on pages i-ix and the Commission's financial statements which begin on page 21.

Financial Highlights

- Total net position of the Commission was $1,943,817,567 and consisted of net investment in capital assets of $532,244,122; and restricted net position of $1,860,702,770; and unrestricted net position (deficit) of ($449,129,325). The unrestricted net position deficit has decreased due to amortization of the Commission's long-term debt along with increases in total assets.

  The unrestricted net deficit results primarily from the recording of the debt issued for Measure A highway and regional arterial projects. As title to substantially most of these infrastructure asset's vests with the State of California (State) Department of Transportation (Caltrans) or local jurisdictions, thus there is no asset corresponding to the liability.

- Business-type activities experienced a decrease in both their assets and long-term obligations due to the early payoff of the I-15 Express Lanes TIFIA loan (Loan). Funding source for repayment of the Loan was a combination of cash and investments on hand (current assets) and issuance of an inter-fund loan between Measure A (governmental activities) and the I-15 Express lanes.

- Total net position (governmental and business-type) increased by $469,207,469 during fiscal year (FY) 2024/25. The increase is primarily due to increases in operating grants and contributions related to one-time (over multiple fiscal years) SB 125 funding received for transit. However, the increase is offset by a decrease in capital grants and contributions related to the completion of the 71/91 interchange and Moreno Valley March projects during the recently completed fiscal year. Furthermore, Business-Type activities experienced a year-over-year increase due to the payoff of the TIFIA loan for I-15 Express Lanes (decrease in liabilities) utilizing a combination of existing cash and investments and inter-fund borrowings which reduces the overall total assets for the enterprise.

Overview of the Financial Statements

This discussion and analysis are intended to serve as an introduction to the Commission's basic financial statements, which are comprised of three components consisting of government-wide financial statements, fund financial statements, and notes to the financial statements. This report also contains required supplementary information and other supplementary information in addition to the basic financial statements.

Government-wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the Commission's finances, in a manner like a private-sector business.

The statement of net position presents information on all the Commission's assets, liabilities, and deferred outflows/inflows of resources with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Commission is improving or deteriorating.

The statement of activities presents information showing how the Commission's position changed during the fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements report on the functions of the Commission that are principally supported by sales taxes and intergovernmental revenues, or governmental activities, from other functions that are intended to recover all or a significant portion of its costs through user fees and charges, or business-type activities. The governmental activities of the Commission include general government, the Measure A program, CETAP, commuter assistance, regional arterials, commuter rail, transit and specialized transportation services, planning and programming, regional conservation, bicycle and pedestrian facilities projects, and motorist assistance services. Measure A program services are divided within the three regions of Riverside County (County), namely Western County, Coachella Valley, and Palo Verde Valley. The business-type activities of the Commission include toll road operations.

The government-wide financial statements include only the Commission and its blended component unit. The government-wide financial statements can be found on pages 22-23 of this report.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. Fund accounting is used to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements; however, governmental fund financial statements focus on near-term inflows and outflows of spendable resources and on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Since the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the governmentwide financial statements. As a result, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and related statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The Commission maintains 18 individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the related statement of revenues, expenditures and changes in fund balances for the Commission's major governmental funds comprised of the General fund, Measure A Western County, Measure A Coachella Valley, TUMF, Local Transportation Fund (LTF), State Transit Assistance, and SB 125 Special Revenue funds, Commercial Paper and Bonds Capital Projects funds, and Debt Service fund. Data from the other eight governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements in the other supplementary information section.

The Commission adopts an annual appropriated budget for the General fund, Special Revenue funds, Capital Projects funds, and the Debt Service fund. Budgetary comparison schedules have been provided for the General fund and major Special Revenue funds as required supplementary information and for the nonmajor Special Revenue funds and the Capital Projects and Debt Service funds as other supplementary information to demonstrate compliance with these budgets.

The governmental fund financial statements, including the reconciliation between the fund financial statements and the government-wide financial statements, can be found on pages 24-31 of this report.

The proprietary fund consists of two enterprise funds, which are used to report the same functions presented as business-type activities in the government-wide financial statements. The Commission uses enterprise funds to account for its toll road operations.

Proprietary fund financial statements provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate financial information of the RCTC 91 Express Lanes and 15 Express Lanes, which are major enterprise funds of the Commission.

The proprietary fund financial statements can be found on pages 32-36 of this report.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 37-83 of this report.

Other Information

Other information is in addition to the basic financial statements and accompanying notes to the financial statements. This report also presents certain required supplementary information concerning the Commission's budgetary results for the General fund and major Special Revenue funds as well as the schedules of proportionate share of net pension liability, pension contributions, changes in the net other post-employment benefits (OPEB) asset and related ratios, and OPEB contributions. Required supplementary information can be found on pages 85-95 of this report.

Other supplementary information is presented immediately following the required supplementary information. Other supplementary information includes the combining statements referred to earlier relating to nonmajor governmental funds; budgetary results for the nonmajor Special Revenue funds, all Capital Projects funds, and the Debt Service fund; schedules of expenditures for local streets and roads and expenditures for transit and specialized transportation; and schedule of uses of debt proceeds and fund balances. This other supplementary information can be found on pages 97-112 of this report.

Government-wide Financial Analysis

As noted previously, net positions may serve over time as a useful indicator of a government's financial position. On June 30, 2025, the Commission's assets, including deferred outflows of resources, exceeded liabilities, and deferred inflow of resources, by $1,943,817,567, a $469,207,469 increase from June 30, 2024. Our analysis below focuses on the net position and changes in net position of the Commission's governmental and business-type activities.

Net Position

Approximately 27%, compared to 25% in FY 2023/24, of the Commission's net position reflects its net investment in capital assets (i.e., intangibles consisting of toll facility franchise; construction in progress; land and improvements; toll infrastructure; buildings; construction and rail operating easements; rail stations; rail tracks; building and office improvements; development in progress; transponders; and office furniture, equipment, and vehicles), less any related outstanding debt used to acquire those assets, primarily related to land and tolled express lane projects. The Commission uses these capital assets to provide transportation services to the residents and business community of the County. Although the Commission's investments in capital assets is reported net of related debt, the resources used to repay this debt must be provided by other sources, since the capital assets themselves cannot be used to liquidate these liabilities. For business-type activities, the related debt for the RCTC 91 Express Lanes exceeded the capital assets, net of accumulated depreciation and amortization, as a portion of the debt financed highway improvements on SR-91 for which title vests with Caltrans. The decrease during the current fiscal year is largely related to annual amortization.

The most significant portion of the Commission's net position represents resources subject to external restrictions on how they may be used. Restricted net position from governmental activities represents most of the total governmental activities net position on June 30, 2025. Restricted net position from governmental activities increased by $280,524,511, primarily due to receipt of one-time funding for transportation projects (SB 125). Restricted net position from business-type activities experienced a moderate decrease primarily to paying off its TIFIA Loan (I-15 Express Lanes) in advance via issuance of an inter-fund loan and existing cash, offsetting increases in toll revenue (charges for services).

Unrestricted net position represents the portion of net position that can be used to finance day-to-day operations without constraints established by debt covenants, enabling legislation, or other legal requirements. Unrestricted net position from governmental activities was reduced from a deficit of $467,084,821 on June 30, 2024 to $449,129,325 as of June 30, 2025. The governmental activities deficit results primarily from the impact of recording of the Commission's long-term debt utilized to fund projects that are considered assets for the State of California's highway system and not the asset of the Commission.

The following is condensed financial data related to net position at June 30, 2025 and June 30, 2024:

	Governmental Activities		Business-Type Activities		Total	
Net Position	**2025**	**2024**	**2025**	**2024**	**2025**	**2024**
Current and other assets	$1,830,092,344	$1,558,675,920	$ 267,646,421	$ 284,245,694	$2,097,738,765	$1,842,921,614
Capital assets not being depreciated	338,702,207	313,288,515	25,300,669	23,280,933	364,002,876	336,569,448
Capital assets, net of depreciation and amortization	220,606,866	229,557,689	799,579,447	821,290,293	1,020,186,313	1,050,847,982
Total assets	2,389,401,417	2,101,522,124	1,092,526,537	1,128,816,920	3,481,927,954	3,230,339,044
Deferred outflows of resources	31,412,980	35,306,581	14,040,001	14,749,590	45,452,981	50,056,171
Total assets and deferred outflows of resources	2,420,814,397	2,136,828,705	1,106,566,538	1,143,566,510	3,527,380,935	3,280,395,215
Long-term obligations	714,785,571	755,787,528	735,709,535	909,546,616	1,450,495,106	1,665,334,144
Other liabilities	114,658,308	124,346,136	14,856,456	11,974,461	129,514,764	136,320,597
Total liabilities	829,443,879	880,133,664	750,565,991	921,521,077	1,580,009,870	1,801,654,741
Deferred inflows of resources	3,194,338	3,694,066	359,160	436,310	3,553,498	4,130,376
Total liabilities and deferred inflows of resources	832,638,217	883,827,730	750,925,151	921,957,387	1,583,563,368	1,805,785,117
Net position:						
Net investment in capital assets	315,556,762	278,861,564	216,687,360	77,595,452	532,244,122	356,457,016
Restricted	1,721,748,743	1,441,224,232	138,954,027	144,013,671	1,860,702,770	1,585,237,903
Unrestricted (deficit)	(449,129,325)	(467,084,821)	-	-	(449,129,325)	(467,084,821)
Net position at end of year	$1,588,176,180	$1,253,000,975	$ 355,641,387	$ 221,609,123	$1,943,817,567	$1,474,610,098

Changes in Net Position

The Commission's total program and general revenues were $1,104,361,965, while the total cost of all programs was $635,154,496. Total revenues increased by approximately 24%, largely due to increase in operating grants and contributions related to transit funding (SB 125), unrestricted investment earnings exceeding expectations due to higher portfolio rate of return and related cash balances, along with toll revenue continuing to outpace expectations (charges for services). Furthermore, total cost of all programs also increased approximately 5% due to increase in commuter rail expenses related to Moreno Valley/March Field Station project, regional arterial initiatives such as the SR-79 project, and transit funding to County operators (transit and specialized transportation).

Governmental and business-type activities combined increased the Commission's net position by $469,207,469 and condensed financial data related to the change in net position is presented in the table below. Key elements of this activity are as follows:

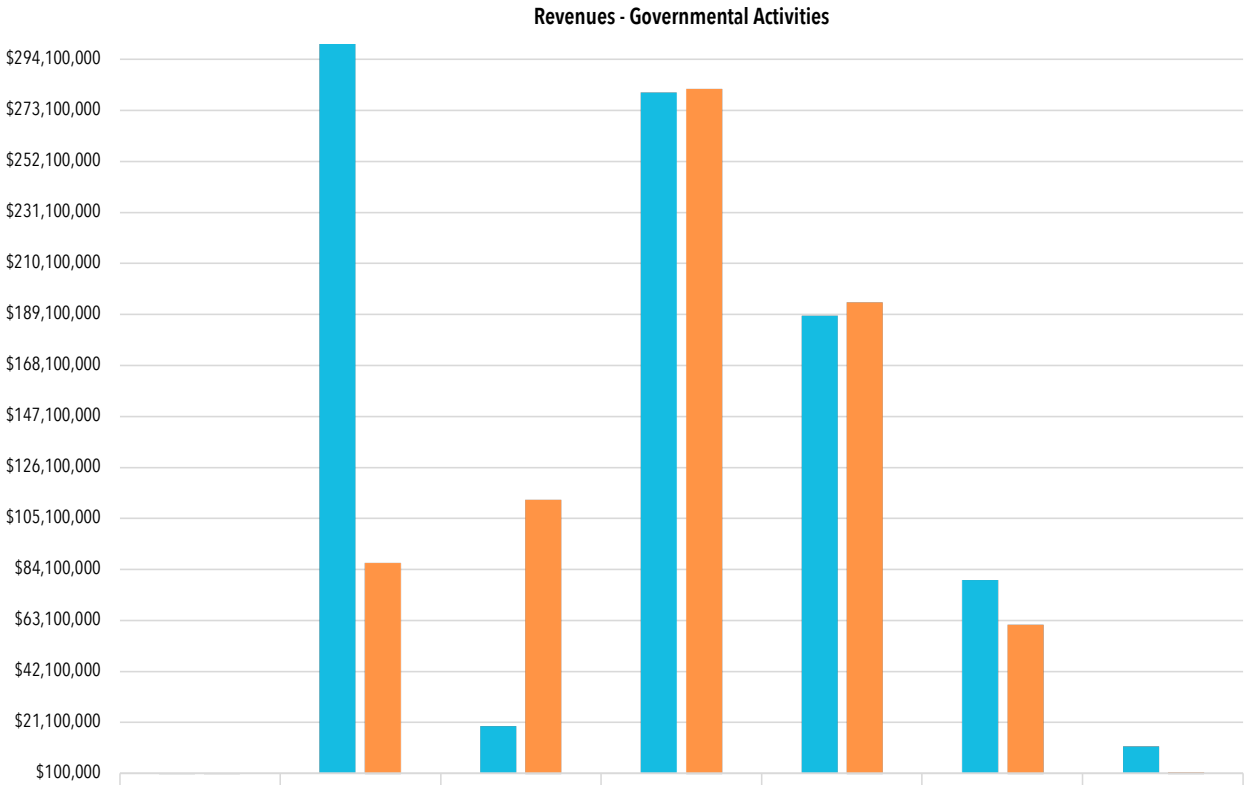
- Charges for services increased by $20,762,697, or 15%, due to increased traffic volumes, and higher than anticipated toll revenue on both the RCTC 91 Express Lanes and 15 Express Lanes;
- Operating grants and contributions increased by $265,657,685 primarily due to state reimbursements related to the 71/91 project and one-time funding received from the State of California related to SB 125 program;
- Capital grants and contributions decreased by $93,341,998, or 83%, primarily due to lower federal and state reimbursements related to the project funding for 15/91 Express Lanes Connector, Mid County Parkway, and smart freeway projects completion or projects in various stages of engineering or construction that have an impact in reimbursements when compared to the prior year;
- Measure A and TDA sales tax revenues experienced modest decreases when compared to the prior year. The decrease is primarily a result of slowing of economic growth due to inflation, higher interest rates, and consumer challenges of balancing higher prices and financing costs with essential household needs.
- Other miscellaneous revenue increased by $11,096,714 related to the Metrolink return of surplus operating funds, reimbursement of regional arterial project funds, and the sequestration subsidy related to the 2010 bonds.
- Unrestricted investment earnings increased $19,582,788, or 26% due to higher investment rates and high cash balances maintained by the Commission governmental and business-type activities;

Changes in Net Position	Governmental Activities		Business-Type Activities		Total	
	2025	2024	2025	2024	2025	2024
Revenues						
Program revenues:						
Charges for services	$ 14,061	$ 339,420	$ 157,801,618	$ 136,713,562	$ 157,815,679	$ 137,052,982
Operating grants and contributions	352,481,492	86,823,807	-	-	352,481,492	86,823,807
Capital grants and contributions	19,585,103	112,927,101	-	-	19,585,103	112,927,101
General revenues:						
Measure A sales taxes	280,039,510	281,794,698	-	-	280,039,510	281,794,698
TDA sales taxes	188,256,538	194,054,971	-	-	188,256,538	194,054,971
Unrestricted investment earnings	79,721,748	61,540,294	14,583,311	13,181,977	94,305,059	74,722,271
Other miscellaneous revenue	11,253,376	781,870	625,208	-	11,878,584	781,870
Total revenues	931,351,828	738,262,161	173,010,137	149,895,539	1,104,361,965	888,157,700
Expenses						
General government	2,338,855	2,201,256	-	-	2,338,855	2,201,256
Bicycle and pedestrian facilities	1,173,758	1,756,152	-	-	1,173,758	1,756,152
CETAP	832,538	1,990,395	-	-	832,538	1,990,395
Commuter assistance	4,888,298	3,661,856	-	-	4,888,298	3,661,856
Commuter rail	66,924,288	53,509,321	-	-	66,924,288	53,509,321
Highways	147,399,303	161,285,466	-	-	147,399,303	161,285,466
Local streets and roads	84,749,482	85,454,316	-	-	84,749,482	85,454,316
Motorist assistance	5,321,346	4,947,814	-	-	5,321,346	4,947,814
Planning and programming	11,477,793	12,580,506	-	-	11,477,793	12,580,506
Regional arterials	25,177,609	17,106,887	-	-	25,177,609	17,106,887
Regional conservation	10,028,231	9,271,220	-	-	10,028,231	9,271,220
Toll operations	-	-	87,978,627	82,894,405	87,978,627	82,894,405
Transit and specialized transportation	158,338,909	134,904,281	-	-	158,338,909	134,904,281
Interest expense	28,525,459	29,538,470	-	-	28,525,459	29,538,470
Total expenses	547,175,869	518,207,940	87,978,627	82,894,405	635,154,496	601,102,345
Excess (deficiency) of revenues over (under) expenses	384,175,959	220,054,221	85,031,510	67,001,134	469,207,469	287,055,355
Transfers	(49,000,754)	(225,151,188)	49,000,754	225,151,188	-	-
Increase (decrease) in net position	335,175,205	(5,096,967)	134,032,264	292,152,322	469,207,469	287,055,355
Change in accounting principal	-	(825,273)	-	(108,927)	-	(934,200)
Net position at beginning of year	1,253,000,975	1,258,923,215	221,609,123	(70,434,272)	1,474,610,098	1,188,488,943
Net position at end of year	$1,588,176,180	$1,253,000,975	$355,641,387	$221,609,123	$1,943,817,567	$1,474,610,098

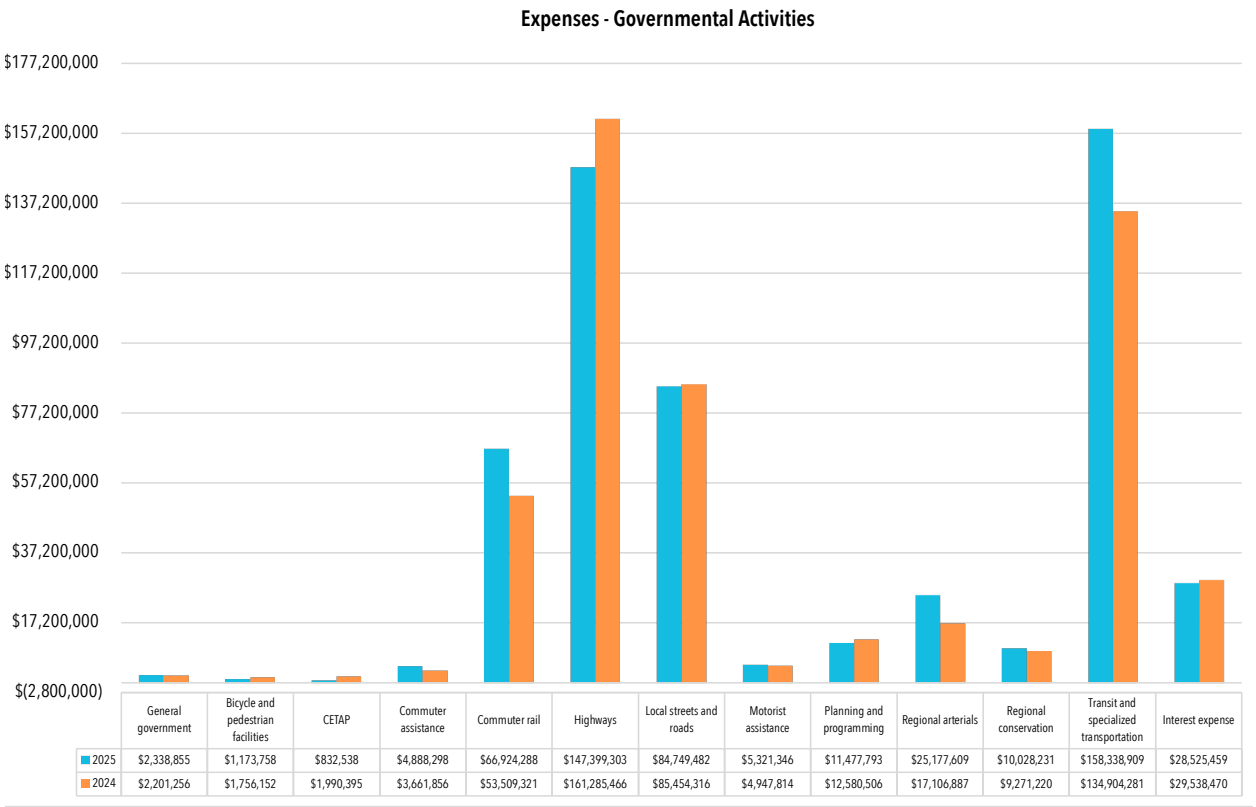
- General government expenses experienced modest increases primarily due to the recognition of the pension actuarial liability compared to a pension actuarial asset in FY 2023/24;
- Bicycle and pedestrian facilities expenses also decreased due to a decrease in claims submitted for approved projects;
- Commuter assistance expenses increased $1,226,442, or 33%, primarily due to a increase in program management and operation services;
- Commuter rail expenses increased by $13,414,967 or 25%, as a result increased operating and capital contributions to the Southern California Regional Rail Authority (SCRRA), establishment of a working capital loan and expenditures for the Moreno Valley/March Field project;
- Highway expenses decreased by $13,886,163, or 9%, due completion of the 71/91 interchange project offset by increases to Smart Freeways and Mid County Parkway projects;
- Local streets and roads had a modest decrease due to a decrease in the overall Measure A sales tax revenue;

- Motorist assistance expenses also had a modest increase due to freeway service patrol activities;
- Planning and programming expenses decreased by $1,102,713, or 9%, due to LTF planning allocations and various next generation express lanes and transit-oriented communities strategic plan development studies;
- Regional arterial expenses increased by $8,070,722, because of an increase in reimbursements to local jurisdictions for approved regional arterial projects;
- Regional conservation expenses experienced a slight increase, primarily due to increases in administrative costs for the agency;
- Toll operations expenses increased by $5,084,222, due primarily to increase in operational expenses for both toll facilities
- Transit and specialized transportation expenses increased by $23,434,628, or 17%, due to an increase in bus transit operating and capital claims in Western County and Coachella Valley geographic area; and capital related expenditures funded by State Transit Assistance funds;
- Interest expense related to governmental activities had a modest decrease, primarily due to the net impacts of the current year's interest payments for the Commission's Sales Tax debt,
- Internal transfers decreased $176,150,434, primarily due to capital contributions made from Governmental Activities to Business-Type Activities (91 Express Lanes), related to completion of the 15/91 Express Lanes Connector project during the prior fiscal year.

The graphs below present the program and general revenues by source and program expenses for the Commission's governmental activities for the fiscal years ended June 30, 2025, and June 30, 2024:

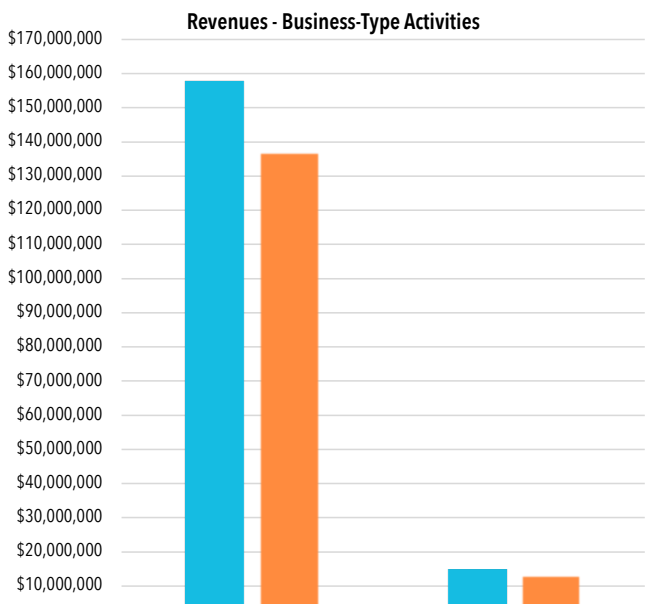


	Charges for services	Operating grants and contributions	Capital grants and contributions	Measure A sales taxes	TDA sales taxes	Unrestricted investment earnings	Other miscellaneous revenue
2025	$14,061	$352,481,492	$19,585,103	$280,039,510	$188,256,538	$79,721,748	$11,253,376
2024	$339,420	$86,823,807	$112,927,101	$281,794,698	$194,054,971	$61,540,294	$781,870

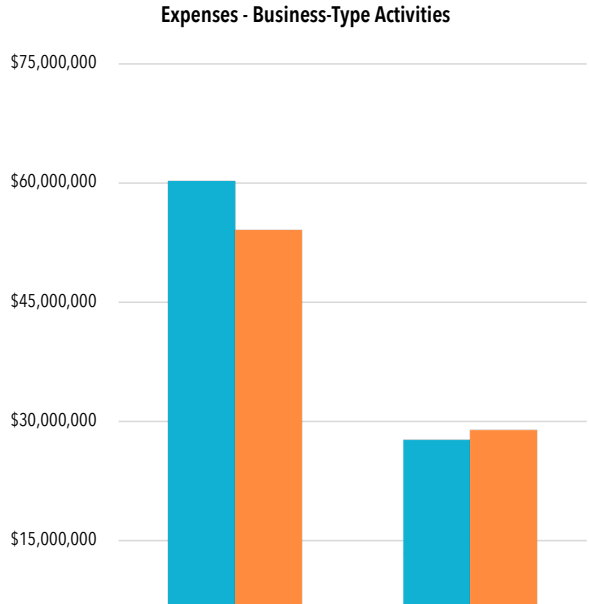


	General government	Bicycle and pedestrian facilities	CETAP	Commuter assistance	Commuter rail	Highways	Local streets and roads	Motorist assistance	Planning and programming	Regional arterials	Regional conservation	Transit and specialized transportation	Interest expense
2025	$2,338,855	$1,173,758	$832,538	$4,888,298	$66,924,288	$147,399,303	$84,749,482	$5,321,346	$11,477,793	$25,177,609	$10,028,231	$158,338,909	$28,525,459
2024	$2,201,256	$1,756,152	$1,990,395	$3,661,856	$53,509,321	$161,285,466	$85,454,316	$4,947,814	$12,580,506	$17,106,887	$9,271,220	$134,904,281	$29,538,470

The graphs below present the program and general revenues by source and program expenses for the Commission's business-type activities for the fiscal years ended June 30, 2025 and June 30, 2024:



	Charges for services	Unrestricted investment earnings and Other miscellaneous revenue
2025	$157,801,618	$15,208,519
2024	$136,713,562	$13,181,977



	RCTC 91 Express Lanes	15 Express Lanes
2025	$60,266,798	$27,711,829
2024	$54,006,416	$28,887,989

Financial Analysis of the Commission's Funds

Governmental Funds

The focus of the Commission's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Commission's financing requirements.

As of June 30, 2025, the Commission's governmental funds reported combined ending fund balances of $1,714,820,407, an increase of $283,408,847 compared to FY 2023/24. Less than 1%, or $1,022,029, is non-spendable fund balance related to prepaid amounts; and $2,222,925 is unassigned fund balance for general government administration activities. The remainder of the fund balance is restricted to indicate the following externally enforceable legal restrictions:

- $14,337,023 in TDA funds that have been allocated to jurisdictions within the County for bicycle and pedestrian projects;
- $98,544,640 of TUMF funds for new CETAP corridors in Western County;
- $28,036,301 for Western County commuter assistance activities such as expansion of park-and-ride facilities and other projects and programs that encourage commuters to use alternative modes of transportation under the 2009 Measure A program;
- $325,560,200 in TDA, Measure A, and Proposition 1B funds for commuter rail operations and capital projects in Western County and Coachella Valley/San Gorgonio Pass rail corridor;
- $14,555,504 in 2009 Measure A funds available to pay sales tax revenue bonds debt service over the next year;
- $356,359,956 for highway, economic development, and new corridor projects related to the 1989 Measure A and 2009 Measure A programs;
- $15,874,095 in state funds for motorist assistance services;
- $7,917,747 of TDA funds and $103,900 intergovernmental funds for planning and programming activities;
- $121,722,201 and $117,595,745 for regional arterial projects in Western County related to the 2009 Measure A and TUMF programs, respectively;
- $610,873,384 of Measure A funds for transit and specialized transportation in the Western County, specialized transportation in the Coachella Valley; along with commuter rail and bus transit operations and capital in the County, including state of good repair.

The following table presents the changes in fund balances for the governmental funds by fund category for the fiscal years ended June 30, 2025 and 2024:

	Fund Balances Year Ended June 30		
	2025	2024	% Change
General fund	$ 54,085,713	$ 41,638,227	30%
Special Revenue major funds:			
Measure A Western County	557,855,764	532,829,032	5%
Measure A Coachella Valley	29,815,960	66,767,816	-55%
Transportation Uniform Mitigation Fee	216,199,085	180,545,350	20%
Local Transportation Fund	420,317,999	388,170,511	8%
State Transit Assistance	172,255,331	161,469,466	7%
SB 132	200,529,516	2,914,808	100%
Capital Projects major funds:			
Commercial Paper	9,747,061	11,847,729	-18%
Bonds	1,542,804	2,790,423	-45%
Debt Service fund	14,555,504	13,452,855	8%
Nonmajor governmental funds	37,915,670	31,900,151	19%
Total	$1,714,820,407	$1,434,326,368	

Key elements for the changes in fund balances during fiscal year 2024/25 are as follows:

- Fund balance increase for the General Fund is due to transfers from the Local Transportation Fund exceeding Metrolink subsidy and capital project work (Commuter Rail) expenditures for the fiscal year.
- Measure A Western County fund experienced an approximate 5% increase due to Measure A sales taxes and restricted funding (Intergovernmental) exceeding project expenditures (highways, commuter rail and local streets and roads) during the fiscal year.
- Measure A Coachella Valley fund experienced a decrease due to anticipated/planned expenditures related to projects generated Coachella Valley of Governments administered Transportation Project Prioritization Study and CV link.
- The TUMF Special Revenue fund experienced a substantial fund balance increase due to receipt of higher than anticipated TUMF fees and reimbursement from local jurisdictions related to projects managed by RCTC, offset by lower than anticipated expenditures related to recent call for project (regional arterials).
- The 9% and 7% increase in the Local Transportation Fund and State Transit Assistance, respectively, resulted from the excess of sales tax revenues over claims of allocations for transit operations and capital projects, and for bicycle and pedestrian facility projects.
- The SB 125 fund was in receipt a partial one-time allocation for projects. Revenues will also be received in FY 2025/26 and are programmed to be distributed over multiple fiscal years.
- Decrease in the Commercial Paper Capital Projects fund was attributed to the use of excess funds for the repayment of debt service.
- The decrease in the Bonds Capital Projects fund was attributed to transfers to Measure A Western County and 15 Express Lanes funds for reimbursement of project costs related to the I-15 Express Lanes Project.
- The decrease in the Debt Service fund was attributable to an increase in investment income offset by reimbursement of I-15 Express Lanes project costs.
- The increase in non-major governmental funds resulted primarily from lower operational expenditures related to the Motorist Assistance program (Service Authority for Freeway Emergencies) expenditures and project cost reimbursing for the 15/91 Express Lanes Connector project (SB 132 fund).

Proprietary Fund

The Commission's proprietary fund provides the same type of information found in the government-wide financial statements. The net position of the proprietary fund totaled $355,641,387 at June 30, 2025.

Specialized Transit

General Fund Budgetary Highlights

The $3,475,200 increase in General Fund expenditure appropriations between the original budget and the final amended budget for the General fund was related to the following changes:

- $57,500 decrease to commuter rail program;
- $2,930,400 increase to the planning and programming program for various special studies;
- $110,000 decrease to the transit and specialized transportation program;
- $1,221,600 increase to lease and subscription IT debt service costs; and
- $509,300 decrease to capital outlay.

During the year, General fund revenues were lower than budgetary estimates by $735,274; expenditures were also less than budgetary estimates by $22,811,207. General fund budgetary variances between the final amended budget and actual amounts are as follows:

	Year Ended June 30, 2025			
General Fund Budgetary Variances	Original Budget	Final Amended Budget	Actual	Variance
Revenues				
Intergovernmental	$ 18,561,400	$ 18,561,400	$ 11,696,916	$ (6,864,484)
Investment income	552,000	552,000	2,191,532	1,639,532
Other	2,000	538,800	5,028,478	4,489,678
Total revenues	19,115,400	19,652,200	18,916,926	(735,274)
Expenditures				
Current				
Commuter rail	53,507,700	53,450,200	36,049,309	17,400,891
Planning and programming	12,545,300	15,475,700	8,638,051	6,837,649
Transit and specialized transportation	1,666,100	1,556,100	1,293,952	262,148
Debt service	-	1,221,600	1,221,765	(165)
Capital outlay	738,200	228,900	1,918,216	(1,689,316)
Total expenditures	68,457,300	71,932,500	49,121,293	22,811,207
Other financing sources (uses)				
Lease and subscription financing	-	-	1,840,696	1,840,696
Transfers in	44,688,600	45,557,000	40,971,794	(4,585,206)
Transfers out	(500,000)	(500,000)	(160,637)	339,363
Total other financing sources (uses)	$ 44,188,600	$ 45,057,000	$ 42,651,853	$ (2,405,147)

Significant budgetary variances between the final amended budget and actual amounts are as follows:

- Intergovernmental revenues received were lower than anticipated due to project costs related to REAP 2.0 funded did not materialize as projected.
- Other revenues exceeded expectations due to receipt of surplus funds from Metrolink in connection with savings. Annually, Metrolink is in receipt of subsidy payments from the Commission, however any unspent funds are returned (surplus funds) following the close of the fiscal year.
- Positive variance for general government expenditures due to lower than anticipated expenditures related to the Metrolink subsidy payments, and capital projects (rail state of good repair).
- Transfers In are lower than anticipated due to lower project costs (as noted above). Transfers In reflects the Local Transportation Fund (LTF) sales funding Metrolink's subsidy and capital project payments.

Capital Assets

As of June 30, 2025, the Commission had $1,384,189,190, net of accumulated depreciation and amortization, invested in a broad range of capital assets including development and construction in progress and easements; land and land improvements; construction rail operating easements, stations, and tracks; buildings; toll infrastructure; transponders; toll facility franchise; office improvements, furniture, equipment, and vehicles; and leased and subscription IT assets. During FY 2024/25, the Commission's total capital assets increased primarily due to activity noted in the governmental activities related to land purchases for the SR-79 and Mid-County Parkway projects (Land) along with increases in Construction in Progress, for projects for the Moreno Valley/March Field Station. However, increases were offset by decreases within the Business-type activities due largely to annual depreciation along with increases to the development in progress for the I-15 Express Lanes Southern Extension project.

Other major capital asset additions during 2024 included right of way acquisition, development in progress, buildings and improvements, toll facility franchise on various projects, including office improvements, furniture, equipment and vehicles.

I-15 Express Lanes

The table below is a comparative summary of the Commission's capital assets, net of accumulated depreciation:

	Governmental Activities		Business-Type Activities		Total	
	2025	2024	2025	2024	2025	2024
Capital assets not being depreciated:						
Land and land improvements	$ 198,926,192	$ 188,630,014	$ 20,040,463	$ 23,021,276	$ 218,966,655	$ 211,651,290
Construction easements	4,204,493	4,204,493	259,657	259,657	4,464,150	4,464,150
Rail operating easements	63,846,199	63,846,199	-	-	63,846,199	63,846,199
Construction in progress	69,683,402	55,159,317	856,413	-	70,539,815	55,159,317
Development in progress	2,041,921	1,448,492	4,144,136	-	6,186,057	1,448,492
Total capital assets not being depreciated	338,702,207	313,288,515	25,300,669	23,280,933	364,002,876	336,569,448
Capital assets being depreciated and amortized, net of accumulated depreciation and amortization:						
Rail stations	104,164,058	110,170,980	-	-	104,164,058	110,170,980
Rail tracks	108,342,138	113,521,842	-	-	108,342,138	113,521,842
Buildings and building improvements	2,700,001	2,117,356	3,449,723	4,308,199	6,149,724	6,425,555
Toll infrastructure	-	-	6,650,192	13,224,681	6,650,192	13,224,681
Toll facility franchise	-	-	789,474,396	803,736,678	789,474,396	803,736,678
Office improvements, furniture, equipment, and vehicles	1,208,593	895,578	5,136	20,735	1,213,729	916,313
Total capital assets, net of accumulated depreciation and amortization	216,414,790	226,705,756	799,579,447	821,290,293	1,015,994,237	1,047,996,049
Intangible right to use leased assets, net of accumulated amortization						
Land	-	84	-	-	-	84
Buildings	2,972,541	2,025,982	-	-	2,972,541	2,025,982
Equipment	37,997	63,397	-	-	37,997	63,397
Total intangible right to use leased assets, net of accumulated amortization	3,010,538	2,089,463	-	-	3,010,538	2,089,463
Intangible right to use subscription IT assets, net of accumulated amortization	1,181,538	762,470	-	-	1,181,538	762,470
Total capital assets	$ 559,309,073	$ 542,846,204	$ 824,880,116	$ 844,571,226	$1,384,189,189	$1,387,417,430

On March 20, 2017, the 91 Project was substantially completed and the RCTC 91 Express Lanes opened to motorists. In connection with a toll facilities agreement with Caltrans, or service concession agreement, the Commission may collect tolls and operate and maintain a toll facility on SR-91 from the Orange/Riverside County line to I-15 for 50 years from opening. On April 10, 2021, the I-15 Express Lanes project was substantially completed and the 15 Express Lanes opened to motorists; the 15 Express Lanes began tolling on April 14, 2021. In connection with a toll facilities agreement with Caltrans, or service concession agreement, the Commission may collect tolls and operate and maintain a toll facility on I-15 between Cajalco Road in Corona and SR-60 in Jurupa Valley for 50 years from opening and commencement of tolling.

More detailed information about the Commission's capital assets is presented in Note 5 to the financial statements.

Debt Administration

As of June 30, 2025, the Commission had $1,440,057,717 outstanding in sales tax and toll revenue bonds:

Sales tax revenue bonds	$ 705,095,330
Toll revenue bonds	734,962,387
Total outstanding sales tax and toll revenue bonds	$ 1,440,057,717

The total outstanding debt as of June 30, 2025, includes reductions totaling $223,238,203 when compared to the prior fiscal year, primarily due to the following:

	Balance June 30, 2024	Additions	Reduction	Balance June 30, 2025
Governmental activities				
Sales tax revenue bonds	$ 683,280,000	$ -	$ (34,210,000)	$ 649,070,000
Sales tax bonds premium	64,202,057	-	(8,176,727)	56,025,330
Business-type activities				
Toll revenue bonds	687,760,311	5,025,689	(4,580,000)	688,206,000
Toll revenue bonds premium	49,293,762	-	(2,537,375)	46,756,387
TIFIA loan	171,814,288	1,919,813	(173,734,101)	-
Total outstanding sales tax and toll revenue bonds	$1,656,350,418	$ 6,945,502	$ (223,238,203)	$1,440,057,717

- Sales tax revenue bonds decreased $42,386,727 due to principal payments in the amount of $34,210,000 and related premium amortization of $8,176,727;
- Toll revenue bonds (91 Express Lanes) and related unamortized premium increased $2,537,375 due to the accretion of the 2013 Toll Revenue Bonds offset by a reduction for the premium amortization; and
- TIFIA loan was paid off during the fiscal year utilizing a combination of available cash and issuance of an inter-fund loan by Measure A Western County to the I-15 Express Lanes.

The Commission's sales tax revenue bonds received ratings of "AA+" from S&P Global Ratings (S&P), "Aa2" from Moody's Investors Service (Moody's), and "AA+" from Fitch Ratings (Fitch), and the toll revenue bonds related to the 91 Project received ratings of "A" and "BBB+" from S&P and Fitch, respectively.

In March 2005 the Commission established a commercial paper program, currently authorized at $60,000,000 to provide advance funding for 2009 Measure A capital projects. The commercial paper notes are rated "A1+" by S&P and "P1" by Moody's. As of June 30, 2025, the Commission had $0 in commercial paper notes outstanding.

As of June 30, 2025, outstanding sales tax revenue bonds for the Commission totaled $649,070,000, which is under the debt limit of $975,000,000 required by the 2009 Measure A ordinance. Long-term debt issued within the business-type activities is not subject to the limitation outlined by 2009 Measure A Ordinance.

The Commission had authorized the issuance of toll revenue bonds, for the 91 Project not to exceed $900,000,000, which is more than the total outstanding debt of $688,206,000.

Additional information on the Commission's long-term debt can be found in Note 7 to the financial statements.

Economic Factors and Other Factors

During its March 2025 Commission meeting, the Commission adopted guiding principles for use in the preparation of the FY 2025/26 Budget. These principles have been incorporated in goals of the Commission and will continue to be updated annually in response to the ever-changing social, political, and economic environment. The principles are a business planning tool designed to assist the Commission in implementing its strategic goals and objectives and lays the foundation for future financial planning for the annual budget process.

The Commission adopted the FY 2025/26 annual budget on June 11, 2025, totaling approximately $1,407,630,400 in expenditures and related transfers (out) offset by revenues and transfers (in) of $1,251,746,100. Specifically, the upcoming fiscal year's budget anticipates planned use of existing fund balance in the amount of $155,884,300, providing funding for various multi-year projects. Furthermore, in the upcoming fiscal year, the Commission has authorized the use of surplus toll revenue for toll-related projects, previously funded in Measure A and TUMF funds. The change in funding source (Measure A/TUMF to Toll Enterprise) allows for additional projects to be funded by both Measure A and TUMF while also leveraging the continued performance of toll revenue by both Express Lanes.

Furthermore, the Commission has gained significant fund balance due to both prudent budgetary projections along with continued outperformance by its key revenues when compared to historical trends while monitoring expenditures. In the upcoming fiscal years, the Commission seeks to fund multi-year projects utilizing a combination of both recurring revenue and strategic use of existing fund balance.

Contacting the Commission's Management

This financial report is designed to provide a general overview of the Commission's finances for all those with an interest in the government's finances and to show the Commission's accountability for the money it receives. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Chief Financial Officer, Finance Department at the Riverside County Transportation Commission, 4080 Lemon Street, 3rd Floor, P.O. Box 12008, Riverside, California 92502-2208.

RCTC
RIVERSIDE
COUNTY
TRANSPORTATION
COMMISSION

Basic Financial Statements

Riverside - La Sierra Metrolink Station

Riverside County Transportation Commission

Statement of Net Position

June 30, 2025

	Governmental Activities	Business-type Activities	Total
Assets			
Cash and investments	$ 1,491,706,381	$ 139,704,280	$ 1,631,410,661
Receivables:			
Accounts	240,899,741	8,958,766	249,858,507
Advances to other governments	15,832,672	-	15,832,672
Interest	14,089,774	1,334,994	15,424,768
Leases	2,131,510	197,255	2,328,765
Internal balances	53,507,985	(53,507,985)	-
Due from other governments	234,345	-	234,345
Prepaid expenses and other assets	1,022,029	294,790	1,316,819
Restricted cash and investments	9,757,523	170,530,605	180,288,128
Net other post-employment benefits assets	910,384	133,716	1,044,100
Capital assets not being depreciated	338,702,207	25,300,669	364,002,876
Capital assets, net of accumulated depreciation and amortization	216,414,790	799,579,447	1,015,994,237
Intangible right to use lease asset, net of amortization	3,010,538	-	3,010,538
Intangible right to use subscription IT asset, net of amortization	1,181,538	-	1,181,538
Total assets	2,389,401,417	1,092,526,537	3,481,927,954
Deferred outflows of resources			
Loss on refunding of bonds	25,298,699	13,141,946	38,440,645
Pension related	3,970,809	583,227	4,554,036
Other post-employment benefits related	2,143,472	314,828	2,458,300
Total deferred outflows of resources	31,412,980	14,040,001	45,452,981
Total assets and deferred outflows of resources	2,420,814,397	1,106,566,538	3,527,380,935
Liabilities			
Accounts payable	99,296,583	12,475,275	111,771,858
Interest payable	2,854,726	1,854,792	4,709,518
Unearned revenue	7,411,773	-	7,411,773
Other liabilities	5,095,226	526,389	5,621,615
Long-term liabilities:			
Due within one year - bonds, leases, subscriptions, and compensated absences	46,272,904	7,535,656	53,808,560
Due in more than one year			
Net pension liabilities	2,793,909	410,365	3,204,274
Bonds, loans, leases, and compensated absences	665,718,758	727,763,514	1,393,482,272
Total liabilities	829,443,879	750,565,991	1,580,009,870
Deferred inflows of resources			
Pension related	935,094	137,345	1,072,439
Leases	2,000,368	183,791	2,184,159
Other post-employment benefits related	258,876	38,024	296,900
Total deferred inflows of resources	3,194,338	359,160	3,553,498
Total liabilities and deferred inflows of resources	832,638,217	750,925,151	1,583,563,368
Net position			
Net investment in capital assets	315,556,762	216,687,360	532,244,122
Restricted for:			
Other post-employment benefits	910,384	133,716	1,044,100
Bicycle and pedestrian facilities	14,337,023	-	14,337,023
CETAP	98,544,640	-	98,544,640
Commuter assistance	28,036,301	-	28,036,301
Commuter rail	325,707,611	-	325,707,611
Debt service	14,555,504	-	14,555,504
Highways	365,416,751	-	365,416,751
Motorist assistance	15,874,095	-	15,874,095
Express lanes	-	138,820,311	138,820,311
Planning and programming	8,021,647	-	8,021,647
Regional arterials	239,376,646	-	239,376,646
Regional conservation	94,757	-	94,757
Transit and specialized transportation	610,873,384	-	610,873,384
Unrestricted (deficit)	(449,129,325)	-	(449,129,325)
Total net position	$ 1,588,176,180	$ 355,641,387	$ 1,943,817,567

See notes to basic financial statements

Riverside County Transportation Commission
Statement of Activities
Year Ended June 30, 2025

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Governmental Activities	Net (Expense) Revenue and Changes in Net Position: Business-type Activities	Net (Expense) Revenue and Changes in Net Position: Total
Primary Government							
Governmental Activities:							
General government	$ 2,338,855	$ -	$ -	$ -	$ (2,338,855)	$ -	$ (2,338,855)
Bicycle and pedestrian facilities	1,173,758	-	-	-	(1,173,758)	-	(1,173,758)
CETAP	832,538	-	17,304,670	-	16,472,132	-	16,472,132
Commuter assistance	4,888,298	-	2,104,039	-	(2,784,259)	-	(2,784,259)
Commuter rail	66,924,288	14,061	119,157,731	7,395,944	59,643,448	-	59,643,448
Highways	147,399,303	-	66,545,584	12,189,159	(68,664,560)	-	(68,664,560)
Local streets and roads	84,749,482	-	-	-	(84,749,482)	-	(84,749,482)
Motorist assistance	5,321,346	-	5,857,796	-	536,450	-	536,450
Planning and programming	11,477,793	-	7,240,742	-	(4,237,051)	-	(4,237,051)
Regional arterials	25,177,609	-	21,612,368	-	(3,565,241)	-	(3,565,241)
Regional conservation	10,028,231	-	9,842,432	-	(185,799)	-	(185,799)
Transit and specialized transportation	158,338,909	-	102,816,130	-	(55,522,779)	-	(55,522,779)
Interest expense	28,525,459	-	-	-	(28,525,459)	-	(28,525,459)
Total governmental activities	547,175,869	14,061	352,481,492	19,585,103	(175,095,213)	-	(175,095,213)
Business-type Activities:							
RCTC 91 Express Lanes	60,266,798	103,467,341	-	-	-	43,200,543	43,200,543
15 Express Lanes	27,711,829	54,334,277	-	-	-	26,622,448	26,622,448
Total Business-type activities	87,978,627	157,801,618	-	-	-	69,822,991	69,822,991
Total Primary Government	$ 635,154,496	$ 157,815,679	$ 352,481,492	$ 19,585,103	(175,095,213)	69,822,991	(105,272,222)
General Revenues:							
Measure A sales taxes					280,039,510	-	280,039,510
Transportation Development Act sales taxes					188,256,538	-	188,256,538
Unrestricted investment earnings					79,721,748	14,583,311	94,305,059
Other miscellaneous revenue					11,253,376	625,208	11,878,584
Transfers					(49,000,754)	49,000,754	-
Total general revenues and transfers					510,270,418	64,209,273	574,479,691
Change in net position					335,175,205	134,032,264	469,207,469
Net position at beginning of year					1,253,000,975	221,609,123	1,474,610,098
Net position at end of year					$ 1,588,176,180	$ 355,641,387	$ 1,943,817,567

See notes to basic financial statements

Riverside County Transportation Commission
Balance Sheet - Governmental Funds
June 30, 2025

	Major Funds						
		Special Revenue					
	General	Measure A Western County	Measure A Coachella Valley	Transportation Uniform Mitigation Fee	Local Transportation Fund	State Transit Assistance	SB 125
Assets							
Cash and investments	$ 49,012,922	$ 439,372,723	$ 49,167,525	$ 220,240,196	$ 383,286,863	$ 170,954,973	$ 139,467,968
Receivables							
Accounts	5,050,575	105,423,157	10,916,508	6,105,327	36,986,260	6,895,835	61,846,734
Advances	-	4,765,000	-	-	-	-	-
Interest	397,895	4,007,104	550,880	2,051,924	3,599,557	1,684,988	1,367,356
Leases	-	1,941,430	-	190,080	-	-	-
Due from other funds	4,572,836	3,605,063	161,209	-	69,800	17,800	-
Advances to other funds	-	50,090,748	-	-	-	-	-
Prepaid expenditures and other assets	493,452	469,877	-	58,700	-	-	-
Restricted cash and investments	-	-	-	-	-	-	-
Total assets	$ 59,527,680	$ 609,675,102	$ 60,796,122	$ 228,646,227	$ 423,942,480	$ 179,553,596	$ 202,682,058
Liabilities, deferred inflows of resources, and fund balances							
Liabilities							
Accounts payable	$ 4,155,351	$ 47,444,627	$ 30,478,123	$ 1,938,276	$ 1,987,681	$ 7,298,265	$ 2,150,954
Due to other funds	749,837	1,136,924	502,039	2,920,354	1,636,800	-	1,588
Unearned revenue	-	-	-	7,411,773	-	-	-
Other liabilities	536,779	1,411,731	-	2,427	-	-	-
Total liabilities	5,441,967	49,993,282	30,980,162	12,272,830	3,624,481	7,298,265	2,152,542
Deferred inflows of resources							
Leases	-	1,826,056	-	174,312	-	-	-
Total deferred inflows of resources	-	1,826,056	-	174,312	-	-	-
Fund balances							
Nonspendable							
Prepaid amounts	493,452	469,877	-	58,700	-	-	-
Restricted for							
Bicycle and pedestrian facilities	-	-	-	-	14,337,023	-	-
CETAP	-	-	-	98,544,640	-	-	-
Commuter assistance	-	28,036,301	-	-	-	-	-
Commuter rail	43,451,589	64,929,246	-	-	46,516,436	55,736,338	110,362,107
Debt service	-	-	-	-	-	-	-
Highways	-	312,954,185	28,679,718	-	-	-	-
Motorist assistance	-	-	-	-	-	-	-
Planning and programming	7,917,747	-	-	-	-	-	-
Regional arterials	-	121,722,201	-	117,595,745	-	-	-
Regional conservation	-	-	-	-	-	-	-
Transit and specialized transportation	-	29,743,954	1,136,242	-	359,464,540	116,518,993	90,167,409
Unassigned	2,222,925	-	-	-	-	-	-
Total fund balances	54,085,713	557,855,764	29,815,960	216,199,085	420,317,999	172,255,331	200,529,516
Total liabilities, deferred inflows of resources, and fund balances	$ 59,527,680	$ 609,675,102	$ 60,796,122	$ 228,646,227	$ 423,942,480	$ 179,553,596	$ 202,682,058

See notes to basic financial statements

Riverside County Transportation Commission

Balance Sheet - Governmental Funds, Continued

June 30, 2025

	Major Funds				
	Capital Projects				
	Commercial Paper	Bonds	Debt Service	Other Nonmajor Governmental Funds	Total
Assets					
Cash and investments	$ 456,230	$ 71,347	$ 4,801,920	$ 34,873,714	$ 1,491,706,381
Receivables					
Accounts	-	-	647,035	7,028,310	240,899,741
Advances	9,562,296	1,505,376	-	-	15,832,672
Interest	15,457	2,417	69,570	342,626	14,089,774
Leases	-	-	-	-	2,131,510
Due from other funds	434,145	67,894	-	3,185,641	12,114,388
Advances to other funds	-	-	-	-	50,090,748
Prepaid expenditures and other assets	-	-	-	-	1,022,029
Restricted cash and investments	-	-	9,757,523	-	9,757,523
Total assets	$ 10,468,128	$ 1,647,034	$ 15,276,048	$ 45,430,291	$ 1,837,644,766
Liabilities, deferred inflows of resources, and fund balances					
Liabilities					
Accounts payable	$ -	$ -	$ -	$ 3,843,306	$ 99,296,583
Due to other funds	-	-	720,544	1,029,065	8,697,151
Unearned revenue	-	-	-	-	7,411,773
Other liabilities	721,067	104,230	-	2,642,250	5,418,484
Total liabilities	721,067	104,230	720,544	7,514,621	120,823,991
Deferred inflows of resources					
Leases	-	-	-	-	2,000,368
Total deferred inflows of resources	-	-	-	-	2,000,368
Fund balances					
Nonspendable					
Prepaid amounts	-	-	-	-	1,022,029
Restricted for					
Bicycle and pedestrian facilities	-	-	-	-	14,337,023
CETAP	-	-	-	-	98,544,640
Commuter assistance	-	-	-	-	28,036,301
Commuter rail	-	-	-	4,564,484	325,560,200
Debt service	-	-	14,555,504	-	14,555,504
Highways	9,747,061	1,542,804	-	3,436,188	356,359,956
Motorist assistance	-	-	-	15,874,095	15,874,095
Planning and programming	-	-	-	103,900	8,021,647
Regional arterials	-	-	-	-	239,317,946
Regional conservation	-	-	-	94,757	94,757
Transit and specialized transportation	-	-	-	13,842,246	610,873,384
Unassigned	-	-	-	-	2,222,925
Total fund balances	9,747,061	1,542,804	14,555,504	37,915,670	1,714,820,407
Total liabilities, deferred inflows of resources, and fund balances	$ 10,468,128	$ 1,647,034	$ 15,276,048	$ 45,430,291	$ 1,837,644,766

See notes to basic financial statements

60 Truck Lanes Wildlife Crossing

Riverside County Transportation Commission

Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position

June 30, 2025

Total fund balances - Governmental funds page 25	$	1,714,820,407
Amounts reported for governmental activities in the statement of net position page 22 are different because:		
Amounts due from other governments are not an available resource and therefore, are not reported in the funds.		234,345
Deferred outflows of pension resources are not available to pay for current-period expenditures and, therefore, are not reported in the funds.		3,970,809
Deferred inflows of pension resources are not due and payable in the current period and, therefore, are not reported in the funds.		(935,094)
Deferred outflows of other post-employment benefits resources are not available to pay for current-period expenditures and, therefore, are not reported in the funds.		2,143,472
Deferred inflows of other post-employment benefits resources are not due and payable in the current period and, therefore, are not reported in the funds.		(258,876)
Capital and right to use lease and subscriptions assets, less related accumulated depreciation and amortization, used in governmental activities are not financial resources and therefore are not reported in the funds.		559,309,073
Certain revenues are not available to pay for current period expenditures and, therefore, are reported as deferred inflows of resources in the funds.		323,258
Interest payable on long-term debt outstanding is not due and payable in the current period and therefore is not reported in the funds.		(2,854,726)
Net other post-employment asset is not reported in the funds.		910,384
Net pension liabilities are not reported in the funds.		(2,793,909)
Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds. Those liabilities consist of:		
Compensated absences		(2,724,817)
Intangible right to use lease and subscription IT assets		(4,171,514)
Sales tax bonds payable		(649,070,000)
Loss on refunding of sales tax bonds		25,298,699
Premium on sales tax revenue bonds payable		(56,025,331)
Net adjustment		(686,692,963)
Net position of governmental activities page 22	$	1,588,176,180

See notes to basic financial statements

Riverside County Transportation Commission

Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds

Year Ended June 30, 2025

	Major Funds						
		Special Revenue					
	General	Measure A Western County	Measure A Coachella Valley	Transportation Uniform Mitigation Fee	Local Transportation Fund	State Transit Assistance	SB 125
Revenues							
Sales taxes	$ -	$ 226,557,188	$ 52,519,604	$ -	$ 154,335,631	$ 28,984,572	$ -
Transportation Uniform Mitigation Fee	-	-	-	34,609,340	-	-	-
Intergovernmental	11,696,916	88,474,069	-	4,307,698	10,627,000	-	200,057,724
Investment income	2,191,532	24,295,329	4,134,958	10,486,698	19,346,267	9,323,067	5,272,169
Other	5,028,478	1,548,788	-	2,417,445	-	-	-
Total revenues	18,916,926	340,875,374	56,654,562	51,821,181	184,308,898	38,307,639	205,329,893
Expenditures							
Current:							
General government	-	353,803	-	-	12,000	-	-
Bicycle and pedestrian facilities	-	-	-	-	1,173,758	-	-
CETAP	-	-	-	830,483	-	-	-
Commuter assistance	-	4,869,827	-	-	-	-	-
Commuter rail	36,049,309	21,495,691	-	-	-	-	-
Highways	-	97,108,803	66,967,366	-	-	-	-
Local streets and roads	-	65,404,903	18,381,861	-	-	-	-
Motorist assistance	-	-	-	-	-	-	-
Planning and programming	8,638,051	-	-	-	1,414,000	-	-
Regional arterials	-	15,932,484	-	9,223,541	-	-	-
Regional conservation	-	-	-	-	-	-	-
Transit and specialized transportation	1,293,952	5,864,147	8,330,700	-	112,677,052	21,764,742	4,888,314
Total programs	45,981,312	211,029,658	93,679,927	10,054,024	115,276,810	21,764,742	4,888,314
Debt service:							
Principal	1,164,198	264,477	-	-	-	-	-
Interest	57,567	91	-	-	-	-	-
Total debt service	1,221,765	264,568	-	-	-	-	-
Capital outlay	1,918,216	8,205,218	-	-	-	-	-
Total expenditures	49,121,293	219,499,444	93,679,927	10,054,024	115,276,810	21,764,742	4,888,314
Excess (deficiency) of revenues over (under) expenditures	(30,204,367)	121,375,930	(37,025,365)	41,767,157	69,032,088	16,542,897	200,441,579
Other financing sources (uses):							
Lease and subscription financing	1,840,696	743,725	-	-	-	-	-
Transfers in	40,971,794	11,761,631	73,509	3,588	-	-	87,937
Transfers out	(160,637)	(108,854,554)	-	(6,117,010)	(36,884,600)	(5,757,032)	-
Total other financing sources (uses)	42,651,853	(96,349,198)	73,509	(6,113,422)	(36,884,600)	(5,757,032)	87,937
Net change in fund balances	12,447,486	25,026,732	(36,951,856)	35,653,735	32,147,488	10,785,865	200,529,516
Fund balances at beginning of year, as previously reported	41,638,227	532,829,032	66,767,816	180,545,350	388,170,511	161,469,466	-
Adjustment (Note 15)							
Fund balances at beginning of year, as restated	41,638,227	532,829,032	66,767,816	180,545,350	388,170,511	161,469,466	-
Fund balances at end of year	$ 54,085,713	$ 557,855,764	$ 29,815,960	$ 216,199,085	$ 420,317,999	$ 172,255,331	$ 200,529,516

See notes to basic financial statements

Riverside County Transportation Commission

Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds

Year Ended June 30, 2025

	Major Funds					
	Special Revenue	Capital Projects				
	(Formerly Major) SB 132	Commercial Paper	Bonds	Debt Service	Other Nonmajor Governmental Funds	Total
Revenues						
Sales taxes		$ -	$ -	$ -	$ 5,899,053	$ 468,296,048
Transportation Uniform Mitigation Fee		-	-	-	-	34,609,340
Intergovernmental		-	-	2,817,992	16,748,582	334,729,981
Investment income		792,272	116,701	1,384,941	2,454,168	79,798,102
Other		-	-	-	5,000,000	13,994,711
Total revenues		792,272	116,701	4,202,933	30,101,803	931,428,182
Expenditures						
Current:						
General government		-	-	-	-	365,803
Bicycle and pedestrian facilities		-	-	-	-	1,173,758
CETAP		-	-	-	-	830,483
Commuter assistance		-	-	-	-	4,869,827
Commuter rail		-	-	-	238,745	57,783,745
Highways		-	-	-	3,291,574	167,367,743
Local streets and roads		-	-	-	962,718	84,749,482
Motorist assistance		-	-	-	5,305,257	5,305,257
Planning and programming		-	-	-	997,647	11,049,698
Regional arterials		-	-	-	-	25,156,025
Regional conservation		-	-	-	9,842,431	9,842,431
Transit and specialized transportation		-	-	-	3,516,419	158,335,326
Total programs		-	-	-	24,154,791	526,829,578
Debt service:						
Principal		-	-	34,210,000	-	35,638,675
Interest		-	-	34,948,288	-	35,005,946
Total debt service		-	-	69,158,288	-	70,644,621
Capital outlay		-	-	-	6,445	10,129,879
Total expenditures		-	-	69,158,288	24,161,236	607,604,078
Excess (deficiency) of revenues over (under) expenditures		792,272	116,701	(64,955,355)	5,940,567	323,824,104
Other financing sources (uses):						
Lease and subscription financing		-	-	-	-	2,584,421
Transfers in		-	2,938,207	69,160,439	3,374,737	128,371,842
Transfers out		(2,892,940)	(4,302,527)	(3,102,435)	(6,214,593)	(174,286,328)
Total other financing sources (uses)		(2,892,940)	(1,364,320)	66,058,004	(2,839,856)	(43,330,065)
Net change in fund balances		(2,100,668)	(1,247,619)	1,102,649	3,100,711	280,494,039
Fund balances at beginning of year, as previously reported	2,914,808	11,847,729	2,790,423	13,452,855	31,900,151	1,434,326,368
Adjustment (Note 15)	(2,914,808)				2,914,808	-
Fund balances at beginning of year, as restated	-	11,847,729	2,790,423	13,452,855	34,814,959	1,434,326,368
Fund balances at end of year	$ -	$ 9,747,061	$ 1,542,804	$ 14,555,504	$ 37,915,670	$ 1,714,820,407

See notes to basic financial statements

91 Express Lanes

Riverside County Transportation Commission

Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities

Year Ended June 30, 2025

Net change in fund balances - Total governmental funds page 29	$	280,494,039
Amounts reported for governmental activities in the statement of activities page 23 are different because:		
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over its estimated useful lives and reported as depreciation and amortization expense. The adjustment combines the net changes of the following amounts:		
Capital outlay		33,847,593
Depreciation and amortization expense		(14,298,456)
Net adjustments		19,549,137
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.		(76,354)
The issuance of long-term debt (e.g., bonds) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. The adjustment combines the net changes of the following amounts:		
Principal payments for sales tax revenue refunding bonds		28,390,000
Principal payment for sales tax revenue bonds		5,820,000
Amortization of sales tax revenue bonds premium		8,176,726
Amortization of loss on 2017B refunding bonds		(1,807,049)
Change in accrued interest		110,810
Lease and subscription liabilities issued		(2,584,421)
Principal payment for intangible right to use lease assets		910,636
Principal payment for intangible right to use subscription IT assets		518,041
Net pension liability		140,763
Pension change in deferred outflows of resources		(1,601,861)
Pension change in deferred inflows of resources		263,242
Net other post-employment benefits asset		703,727
Other post-employment benefits change in deferred outflows of resources		(484,691)
Other post-employment benefits change in deferred inflows of resources		108,516
Net adjustments		38,664,439
Some expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds. The adjustment combines the net changes of the compensated absences.		(369,788)
The effect of contributions and transfers between the Governmental and Business-type activities.		
Contribution of capital and intangible assets		(3,086,268)
Change in net position of governmental activities page 23	$	335,175,205

See notes to basic financial statements

Riverside County Transportation Commission
Statement of Net Position
Proprietary Fund
June 30, 2025

	Business-Type Activities		
	RCTC 91 Express Lanes Enterprise Fund	15 Express Lanes Enterprise Fund	Total
Assets			
Current assets:			
Cash and investments	$ 66,824,763	$ 72,879,517	$ 139,704,280
Receivables			
Accounts	4,325,608	4,633,158	8,958,766
Interest	681,910	653,084	1,334,994
Lease	-	50,040	50,040
Due from Commmission funds	865,514	13,462	878,976
Prepaid expenses	151,876	142,914	294,790
Total current assets	72,849,671	78,372,175	151,221,846
Noncurrent assets:			
Restricted cash and investments	170,530,605	-	170,530,605
Lease receivable	-	147,215	147,215
Other post-employment benefits assets	86,964	46,752	133,716
Capital assets, net:			
Nondepreciable	24,671,133	629,536	25,300,669
Depreciable and amortizable	467,929,983	331,649,464	799,579,447
Total noncurrent assets	663,218,685	332,472,967	995,691,652
Total assets	736,068,356	410,845,142	1,146,913,498
Deferred outflows of resources			
Pension benefits	379,310	203,917	583,227
Other post-employment benefits	204,753	110,075	314,828
Refunding bonds	13,141,946	-	13,141,946
Total deferred outflows of resources	13,726,009	313,992	14,040,001
Total assets and deferred outflows of resources	749,794,365	411,159,134	1,160,953,499
Liabilities			
Current liabilities:			
Accounts payable	10,231,347	2,243,928	12,475,275
Interest payable	1,854,792	-	1,854,792
Due to Commission funds	4,155,461	140,752	4,296,213
Other liabilities	-	526,389	526,389
Compensated absences liability	82,768	40,513	123,281
Bonds payable - due in less than one year	7,412,375	-	7,412,375
Total current liabilities	23,736,743	2,951,582	26,688,325

See notes to basic financial statements

Riverside County Transportation Commission
Statement of Net Position
Proprietary Fund
June 30, 2025

	Business-Type Activities		
	RCTC 91 Express Lanes Enterprise Fund	15 Express Lanes Enterprise Fund	Total
Noncurrent liabilities:			
Net pension liabilities	266,887	143,478	410,365
Compensated absences liability	143,341	70,161	213,502
Advance from other Commission fund	-	50,090,748	50,090,748
Bonds payable - due in more than one year	727,550,012	-	727,550,012
Total noncurrent liabilities	727,960,240	50,304,387	778,264,627
Total liabilities	751,696,983	53,255,969	804,952,952
Deferred inflows of resources			
Pension benefits	89,324	48,021	137,345
Other-post employment benefits	24,729	13,295	38,024
Lease revenues	-	183,791	183,791
Total deferred inflows of resources	114,053	245,107	359,160
Total liabilities and deferred inflows of resources	751,811,036	53,501,076	805,312,112
Net position			
Net investment (deficit) in capital assets	(115,591,640)	332,279,000	216,687,360
Restricted for other post-employment benefits	86,964	46,752	133,716
Restricted for toll operations	113,488,005	25,332,306	138,820,311
Total net position (deficit)	$ (2,016,671)	$ 357,658,058	$ 355,641,387

See notes to basic financial statements

Riverside County Transportation Commission
Statement of Revenues, Expenses and Changes in Fund Net Position
Proprietary Fund
For the Year Ended June 30, 2025

	Business-Type Activities		
	RCTC 91 Express Lanes Enterprise Fund	15 Express Lanes Enteprise Fund	Total
Operating revenues			
Tolls, penalties, and fees	$ 103,467,341	$ 54,334,277	$ 157,801,618
Local reimbursements	625,208	-	625,208
Total operating income	104,092,549	54,334,277	158,426,826
Operating expenses			
Management and operational services	15,725,723	9,895,600	25,621,323
Administrative overhead	1,050,700	505,500	1,556,200
Other operating expenses	2,237,765	277,133	2,514,898
Professional services	1,203,808	841,438	2,045,246
General and administrative expenses	1,470,408	776,188	2,246,596
Depreciation and amortization	12,256,114	12,540,999	24,797,113
Total operating expenses	33,944,518	24,836,858	58,781,376
Operating income	70,148,031	29,497,419	99,645,450
Nonoperating revenues (expenses)			
Investment earnings (loss)	10,505,715	4,077,596	14,583,311
Interest expense	(25,236,912)	(2,874,971)	(28,111,883)
Gain (loss) on sale of capital assets, net	(1,085,368)	-	(1,085,368)
Total nonoperating revenues (expenses)	(15,816,565)	1,202,625	(14,613,940)
Income before contributions and transfers	54,331,466	30,700,044	85,031,510
Contributions from other governmental funds	3,086,268	-	3,086,268
Transfers in from other governmental funds	5,031,412	44,040,115	49,071,527
Transfers to other governmental funds	(3,157,041)	-	(3,157,041)
Total contributions and transfers	4,960,639	44,040,115	49,000,754
Change in net position	59,292,105	74,740,159	134,032,264
Net position (defict) at beginning of year	(61,308,776)	282,917,899	221,609,123
Net position (deficit) at end of year	$ (2,016,671)	$ 357,658,058	$ 355,641,387

See notes to basic financial statements

Riverside County Transportation Commission
Statement of Cash Flows
Proprietary Fund
For the Year Ended June 30, 2025

	RCTC 91 Express Lanes Enterprise Fund	15 Express Lanes Enterprise Fund	Total
Cash flows from operating activities			
Receipts from customers and users	$ 102,914,888	$ 55,095,364	$ 158,010,252
Payments to vendors	(20,878,895)	(10,385,926)	(31,264,821)
Payments to employees	(1,414,631)	(762,720)	(2,177,351)
Payments for RCTC interfund services used	(1,362,983)	(640,128)	(2,003,111)
Receipts for reimbursable costs	466,595	-	466,595
Reimbursements received for lease costs	-	95,950	95,950
Net cash provided by operating activities	79,724,974	43,402,540	123,127,514
Cash flows from noncapital financing activities			
Transfers from governmental activities for operational maintenance	31,412	-	31,412
Transfers from Commission governmental activities	-	44,040,115	44,040,115
Advance from other Commission fund	-	39,700,000	39,700,000
Net cash used for noncapital financing activities	31,412	83,740,115	83,771,527
Cash flows from capital and related financing activities			
Principal paid on long-term debt	(4,580,000)	(171,814,288)	(176,394,288)
Interest paid on long-term debt	(22,199,111)	(3,608,130)	(25,807,241)
Proceeds from sale of capital assets	1,895,446	-	1,895,446
Acquisition of capital assets	(4,982,768)	(17,781)	(5,000,549)
Net cash used for capital and related financing activities	(29,866,433)	(175,440,199)	(205,306,632)
Cash flows from investing activities			
Interest	10,544,284	3,505,247	14,049,531
Net cash provided by investing activities	10,544,284	3,505,247	14,049,531
Net increase (decrease) in cash and cash equivalents	60,434,237	(44,792,297)	15,641,940
Cash and cash equivalents at beginning of year	176,921,131	117,671,814	294,592,945
Cash and cash equivalents at end of year	$ 237,355,368	$ 72,879,517	$ 310,234,885

See notes to basic financial statements

Riverside County Transportation Commission

Statement of Cash Flows, Continued

Proprietary Fund

For the Year Ended June 30, 2025

	RCTC 91 Express Lanes Enterprise Fund	15 Express Lanes Enterprise Fund	Total
Reconciliation of operating income to net cash			
provided by (used for) operating activities			
Operating income	$ 70,148,031	$ 29,497,419	$ 99,645,450
Adjustments to reconcile operating income to net cash			
provided by (used for) operating activities			
Depreciation and amortization expense	12,256,114	12,540,999	24,797,113
(Increase) Decrease in other receivables, net	(710,528)	761,682	51,154
(Increase) Decrease in due from other funds	(312,283)	(178,722)	(491,005)
(Increase) Decrease in prepaid assets	78,715	98,360	177,075
(Increase) Decrease in lease receivable, net of deferred items	-	(2,071)	(2,071)
Increase (Decrease) in pension and other-post employment benefits liabilities, net of deferred items	40,255	8,621	48,876
Increase (Decrease) in accounts payable	4,602,593	305,550	4,908,143
Increase (Decrease) in due to other funds	(6,407,948)	258,127	(6,149,821)
Increase (Decrease) in deposits payable	(537)	-	(537)
Increase (Decrease) in compensated absences liability	30,562	15,150	45,712
Increase (Decrease) in other liabilities	-	97,425	97,425
Total adjustments	9,576,943	13,905,121	23,482,064
Net cash provided by operating activities	$ 79,724,974	$ 43,402,540	$ 123,127,514
Noncash capital, financing and investing activities			
Accreted and compounded interest	$ 5,025,689	$ -	$ 5,025,689
Amortization of bond premium	2,537,375	-	2,537,375
Amortization of loss on bond refunding	(547,581)	-	(547,581)
Contribution of capital and intangible assets from governmental activities	3,086,268	-	3,086,268
Net increase in the fair value of investments	619,988	218,113	838,101

See notes to basic financial statements

Note 1. Summary of Significant Accounting Policies

Reporting entity: The Riverside County Transportation Commission (Commission) was formed in 1976 under Division 12 (commencing with Section 130000) of the California Public Utilities Code (PUC). The Commission is a special district governed by a 34 member board of commissioners (Board) consisting of one representative from each city in the county, all five county supervisors, and one nonvoting state representative.

The Commission provides short-range transportation planning and programming for Riverside County (County), which includes the administration of the Local Transportation Fund (LTF) and the State Transit Assistance (STA) programs created under the Transportation Development Act (TDA) by the State of California (State). LTF is administered by the Commission on behalf of the County. The purpose of this program is to allocate funds for public transportation needs, local streets and roads, bicycle and pedestrian facilities, and multimodal transportation terminals. The STA program allocates funds for public transportation purposes to those geographic areas with special public transportation needs, which cannot be met otherwise.

On November 8, 1988, the Commission was empowered by the voters of the County, under Ordinance No. 88-1 (1989 Measure A), to collect a one-half of one percent sales tax for the purpose of improving the transportation system of the County. Measure A was enacted, in part, pursuant to the provisions of Division 25 (commencing with Section 240000) of the California Public Utilities Code and Section 7252.22 of the Revenue and Taxation Code. On November 12, 2002, Riverside County's voters approved a 30-year renewal of Measure A under Ordinance No. 02 001 (2009 Measure A). The voter action ensured the replacement of the 1989 Measure A program when it expired in 2009 with a new 30-year program that continues funding transportation improvements until June 2039.

In connection with the 2009 Measure A program, the County and cities in the Western County area implemented a Transportation Uniform Mitigation Fee (TUMF) program to fund a regional arterial system to handle the traffic demands in the Western Riverside County (Western County) area as a result of future development. Under the 2009 Measure A program, the Commission shall receive the first $400 million of TUMF revenues to fund the regional arterial projects and new Community Environmental Transportation Acceptability Process (CETAP) corridors included in the 2009 Measure A Transportation Improvement Plan. Under the Memorandum of Understanding (MOU), the majority of net revenues are allocated in equal amounts to the Commission for regional arterial projects and to Western Riverside Council of Governments (WRCOG) for local arterial projects; a small percentage is allocated for public transit. In September 2008, the Commission approved an amendment to the MOU whereby the $400 million cap was lifted, and the Commission will continue to receive its share of TUMF revenues indefinitely.

In August 2008, the State amended the Commission's authority under the PUC to include authorization to set, levy, and collect tolls; user fees; or other similar charges, payable for use of the toll lanes and other facilities on the portion of State Highway Route 91 (SR-91) between the Orange County and Riverside County line to the west and Interstate 15 (I-15) to the east and to issue bonds or other obligations payable from the proceeds of such tolls and other revenues that are pledged. In March 2017, the Commission achieved substantial completion of the SR-91 corridor improvement project (91 Project) and opened the RCTC 91 Express Lanes.

In September 2008, the State amended the Commission's authority under the State's Streets and Highways Code (Sections 149.7 through 149.8) to include authorization to set, levy, and collect tolls; user fees; or other similar charges, payable for use of high-occupancy toll lanes and other facilities in the I-15 corridor in Riverside County and to issue bonds or other obligations payable from the proceeds of such tolls and other

Note 1. Summary of Significant Accounting Policies, Continued

revenues that are pledged. The Commission commenced the design-build phase of the I-15 Express Lanes project in 2017; in April 2021, the Commission achieved substantial completion of the I-15 Express Lanes project and opened the 15 Express Lanes.

Accounting principles generally accepted in the United States require that the reporting entity include the primary government, organizations for which the primary government is financially accountable, and other organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete. The basic financial statements include all funds of the Commission including those of the Service Authority for Freeway Emergencies (SAFE), a component unit, for which the Commission is considered financially accountable. SAFE was created under Chapter 14 (commencing with Section 2550) of Division 3 of the California Streets and Highways Code and Sections 2421.5 and 9250.1 of the Vehicle Code. SAFE receives monies from fees levied on registered vehicles to be used to implement and maintain an emergency motorist aid system, as specified, on portions of the California Freeway and Expressway System in the County. The governing body of SAFE is substantially identical to that of the Commission, and management of the Commission has operational responsibility for SAFE. SAFE is presented as a special revenue fund. Separate financial statements are not issued for SAFE.

During the year ended June 30, 2025, the Commission implemented Governmental Accounting Standards Board (GASB) Statement 102, *Certain Risk Disclosures*. There was no effect on the Commission's accounting or financial reporting as a result of implementing this standard.

There are many other governmental agencies, including the County of Riverside, providing services within the area served by the Commission. These other governmental agencies have independently elected governing boards and consequently are not under the direction of the Commission. Financial information for these agencies is not included in the accompanying financial statements.

Basis of presentation: The Commission's basic financial statements consist of government-wide financial statements, including a statement of net position and a statement of activities, and fund financial statements which provide a more detailed level of financial information.

Government-wide statements: The statement of net position and the statement of activities report information on all of the activities of the Commission. The effect of interfund activity has been removed from these statements; however, interfund services provided and used are not eliminated in consolidation. These statements report governmental activities, which normally are supported by taxes and intergovernmental revenues, separately from business-type activities, which rely to a significant extent on charges and fees for services.

The statement of activities demonstrates the degree to which the program expenses of a given function are offset by program revenues. Program expenses include direct expenses, which are clearly identifiable with a specific function, and allocated indirect expenses. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function. Taxes and other internally dedicated resources, which are properly not included among program revenues, are reported instead as general revenues.

Note 1. Summary of Significant Accounting Policies, Continued

Fund financial statements: The fund financial statements provide information about the Commission's governmental and proprietary funds. The Commission has no fiduciary funds. The emphasis of fund financial statements is on major governmental and proprietary funds, each displayed in a separate column. The Commission has categorized the State Transit Assistance Special Revenue fund, the Commercial Paper and Bonds Capital Projects funds, and the Debt Service fund as major funds for public interest reasons. The Commission believes that these judgmentally determined major funds are particularly important to the financial statement users. All remaining governmental funds not reported as major funds are aggregated and reported as nonmajor funds.

The Commission reports the following major governmental funds:

General Fund: The General Fund is the general operating fund of the Commission and accounts for financial resources not required to be accounted for in another fund.

Measure A Western County Special Revenue Fund: This fund accounts for the revenues from sales taxes which are restricted to expenditures for 1989 Measure A and 2009 Measure A Western County programs.

Measure A Coachella Valley Special Revenue Fund: This fund accounts for the revenues from sales taxes which are restricted to expenditures for 2009 Measure A Coachella Valley programs.

Transportation Uniform Mitigation Fee Special Revenue Fund: This fund accounts for TUMF revenues, which are restricted to expenditures for Western County regional arterial and CETAP projects.

Local Transportation Fund: This special revenue fund accounts for the one-quarter percent of the state sales tax collected within the County under TDA for planning and programming, bicycle and pedestrian facilities, and transit operations including the Commission's commuter rail operations.

State Transit Assistance Special Revenue Fund: This fund is used to account for revenues from sales taxes on diesel fuel restricted for transit projects.

SB 125: This fund is used to account for revenues from the state for transit operations and capital improvements.

Commercial Paper Capital Projects Fund: This fund records proceeds from the issuance of commercial paper notes and the use of these proceeds for capital projects included in the 2009 Measure A.

Bonds Capital Projects Fund: This fund records proceeds from the issuance of sales tax and toll revenue bonds and the use of these proceeds for capital projects included in the 2009 Measure A.

Debt Service Fund: This fund accounts for the resources accumulated and payments made for principal and interest on the sales tax and toll revenue bonds.

Note 1. Summary of Significant Accounting Policies, Continued

The Commission reports the following major proprietary funds:

RCTC 91 Express Lanes Enterprise fund: This fund accounts for toll and non-toll revenues earned on the RCTC 91 Express Lanes that extend on SR-91 from the Riverside/Orange County line to I-15. These revenues are restricted to pay operations and maintenance costs, repair and rehabilitation costs, debt service, and other in accordance with the toll bond indenture

15 Express Lanes Enterprise fund: This fund accounts for toll and non-toll revenues earned on the 15 Express Lanes. The 15-mile stretch includes two lanes in each direction of the center median along I-15 corridor between Cajalco Road in Corona and SR-60 in Jurupa Valley. These revenues are restricted to pay operations and maintenance costs, repair and rehabilitation costs, debt service, and other in accordance with the streets and highways code 149.8

Measurement focus and basis of accounting: The government-wide financial statements and proprietary fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned, and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Toll revenues are recognized when customers utilize the toll road facility and payment is collected. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Commission considers revenues to be available if they are collected within 180 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred; however, principal and interest expenditures on long-term debt as well as compensated absences, leases, and claims and judgments are recorded only when payment is due.

Those revenues susceptible to accrual include sales taxes collected and held by the State at year-end on behalf of the Commission, TUMF, intergovernmental revenues when all applicable eligibility requirements have been met, interest revenue, vehicle registration user fees, and charges for services.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services in connection with a proprietary funds principal and ongoing operations. The principal operating revenues of the Commission's proprietary funds are charges for services. Operating expenses for the proprietary funds include the cost of services, administrative expenses, and depreciation and amortization on capital and intangible assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Violations: Violations that the Commission anticipates collecting consist of uncollected violation tolls and penalties. Unpaid violations of the RCTC 91 Express Lanes and 15 Express Lanes in the amounts of $92,590,320 and $55,498,777, respectively, as of June 30, 2025 are not recognized as revenue until payment is received. Unpaid violations will remain recorded for a period of four years in accordance with the statute of limitations, at which time, they will be deemed uncollectible.

Note 1. Summary of Significant Accounting Policies, Continued

Cash and investments: The Commission maintains cash and investments in accordance with an investment policy adopted initially by the Board in September 1995, and most recently amended in December 2024. The investment policy complies with, or is more restrictive than, applicable state statutes. This investment policy requires the Commission's investment program to meet three criteria in the order of their importance: safety, liquidity, and return on investments. Investments of bond and commercial paper proceeds as permitted by the applicable debt documents are maintained by U.S. Bank, as trustee or custodial bank, and the earnings for each bond and commercial paper issue are accounted for separately. Cash from other Commission revenue sources is commingled for investment purposes, with investment earnings allocated to the different funds based on average monthly dollar balances in the funds.

The Commission's investment policy is summarized in the table below; investments held by bond trustees are governed by the provisions of the Commission's bond indentures. Other investments permitted by the California Government Code (Code) are permitted but only with prior Board authorization; securities that could result in zero interest accrual if held to maturity are ineligible.

Authorized Investment Type	Maximum Effective Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer	Minimum Ratings
United States (U.S.) Treasury obligations	5 years	None	None	Not applicable
Federal agency securities	5 years	None	None	Not applicable
State/Municipal obligations	5 years	25%	10%	A1/A+
Mortgage and asset-backed securities	5 years	20%	10%	AA
Repurchase agreements	30 days	None	10%	A
U.S. corporate debt	5 years	30%	10%	A1/A+
Commercial paper notes	270 days	25%	10%	A
Banker's acceptances	180 days	40%	30%	Not applicable
Money market mutual funds	Not applicable	20%	10%	Not applicable
Riverside County Pooled Investment Fund (RCPIF)	Not applicable	None	Set by RCPIF	Not applicable
Local Agency Investment Fund (LAIF)	Not applicable	N/A	Set by LAIF	Not applicable
Negotiable certificates of deposit	1 year	30%	10%	P-1/A-1/F-1
Federally insured certificates of deposit	1 year	20%	10%	Not applicable
Collateralized certificates of deposit	1 year	15%	10%	Not applicable
Time deposits	5 years	None	10%	Not applicable

Oversight of the RCPIF is by the County Treasury Oversight Committee. All investments, except for those related to bond reserve funds, are subject to a maximum maturity of five years unless specific direction to exceed the limit is given by the Board. LTF moneys are legally required to be deposited in the RCPIF.

The RCPIF is carried at fair value, or the value of each participating dollar as provided by the RCPIF and LAIF, respectively. The fair value of the Commission's position in the RCPIF and LAIF is the same as the value of the pool shares. The pooled funds are not subject to Level 1, 2, or 3 of the fair value hierarchy prescribed by GASB Statement No. 72, Fair Value Measurement a nd Application. Investments in U.S. Treasury, federal agency, mortgage and asset-backed, municipal, corporate, negotiable certificates of deposit, and commercial paper securities are carried at fair value based on quoted market prices. Money market mutual funds are carried at fair value based on each fund's share price.

Bank balances are secured by the pledging of a pool of eligible securities to collateralize the Commission's deposits with the bank in accordance with the Code.

Note 1. Summary of Significant Accounting Policies, Continued

Cash and cash equivalents: For the purposes of the statement of cash flows, the Commission considers all short-term investments with an initial maturity of three months or less to be cash equivalents. All deposits, commercial paper, money market funds, certificates of deposit, and the share of RCIPF represent cash and cash equivalents for cash flow purposes.

Accounts receivable: Accounts receivable consist primarily of Measure A and LTF sales tax revenues from the California Department of Tax and Fee Administration on all taxable sales within the County of Riverside, California through June 30, 2025, as well as outstanding SB 125 formula funds from the California State Transportation Agency.

Interfund transactions: During the course of operations, numerous transactions occur between individual funds involving goods provided or services rendered. There are also transfers of revenues from funds authorized to receive the revenue to funds authorized to expend it. Outstanding interfund balances are reported as due from/to other funds; internal financing balances are reported as advances to/from other funds. Any residual balances outstanding between the governmental activities and business-type activities are reported in the government wide financial statements as "internal balances".

Prepaid expenditures/expenses and other assets: Certain payments to vendors and condemnation payments with the State, which are related primarily to the 91 Project, reflect costs applicable to future accounting periods and are recorded as prepaid expenditures/expenses using the consumption method in both the government-wide and fund financial statements.

Restricted investments with fiscal agent: Restricted investments held by trustee represent unexpended bond proceeds, interest earnings thereon, and capitalized interest and reserve amounts for bonds. Under the related bond resolutions and indentures, any remaining bond proceeds are restricted for the use of future construction improvements to the respective projects, for debt service, or for reserve requirements in accordance with applicable debt covenants.

Capital assets: Capital assets consisting of land and land improvements; construction in progress; construction and rail easements; buildings; rail stations; rail tracks; office improvements; office furniture, equipment, and vehicles; development in progress; toll infrastructure; right to use assets; intangible assets, including a toll facility franchise; and transponders are reported in applicable governmental or business-type activities in the government-wide financial statements. Capital assets are defined by the Commission as assets with an initial, individual cost of more than $100,000 and an estimated useful life in excess of three years and are primarily included within the function of current expenditures in the governmental fund financial statements. Such assets are recorded at historical costs or estimated historical costs if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

Highway construction and certain purchases of right of way property, for which title vests with the California Department of Transportation (Caltrans), are included in highway program expenditures. Infrastructure consisting primarily of highway construction and right-of-way acquisition is generally not recorded as a capital asset, because the Commission does not have title to such assets or rights-of-way. However, costs related to the development of tolled express lanes are recorded as land, land improvements, and construction in progress. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the life of the asset are not capitalized.

Note 1. Summary of Significant Accounting Policies, Continued

Rail stations, rail tracks, temporary construction easements, buildings, office improvements, furniture and equipment, vehicles, toll infrastructure, intangible assets, and transponders are depreciated and amortized using the straight-line method over the following estimated useful lives:

Asset Type	Useful Life
Rail stations	10 to 30 years
Rail tracks	30 years
Temporary construction easements	1 to 3 years
Buildings	10 to 20 years
Office improvements	7 to 10 years
Furniture and equipment	3 to 5 years
Vehicles	5 years
Toll facility franchise	50 years
Toll infrastructure	5 to 10 years
Transponders	5 years

Project costs that have been incurred for the tolled express lanes projects, consisting of the 91 Project and the I-15 Express Lanes Project, and are expected to remain the Commission's assets, are capitalized upon completion as intangible assets that will be amortized over the life of the toll facility franchise with Caltrans. These capitalizable costs have been accumulated in the capital assets as land, land improvements, and construction in progress. The costs of the tolled express lanes projects that are not capitalized are expensed as incurred based on management's estimation which is generally based upon the allocation of Measure A and other funding sources, including toll-supported debt. As of June 30, 2025, the estimated project costs incurred but not capitalized related to the 91 Project are primarily right-of-way and are valued at approximately $113.5 million. All costs related to the I-15 Express Lanes project are considered capitalizable.

The intangible right to use lease assets are initially measured at an amount equal to the initial measurement of the related lease liability plus any lease payments made prior to the lease term, less lease incentives, and plus ancillary charges necessary to place the lease asset into place. The right to use assets are amortized on a straight-line basis over the life of the related lease.

Right to use subscription IT assets are recognized at the subscription commencement date and represent the Commission's right to use the underlying IT asset for the subscription term. Right to use subscription IT assets are measured at the initial value of the subscription liability plus any payments made to the vendor at the commencement of the subscription term, less any subscription incentives received from the vendor at or before the commencement of the subscription term, plus any capitalizable initial implementation costs necessary to place the subscription asset into service. Right to use subscription IT assets are amortized over the shorter of the subscription term or useful life of the underlying asset using the straight-line method. The amortization period varies based on individual subscription IT arrangements.

In May 2012 the Commission entered into a toll facility agreement with Caltrans and obtained authority to toll the SR-91 from the Orange/Riverside County line to I-15. The Commission's 91 Project included the RCTC 91 Express Lanes, which opened on March 20, 2017. The toll facility is amortized over the remaining life of the toll facility agreement through March 2067.

In September 2016 the Commission entered into a toll facility agreement with Caltrans and obtained authority to toll the I-15 from Cajalco Road in Corona to SR-60 in Jurupa Valley. The Commission's I-15 Express Lanes

Note 1. Summary of Significant Accounting Policies, Continued

Project included the 15 Express Lanes, which opened to motorists on April 10, 2021, and commenced tolling on April 14, 2021. The toll facility is amortized over the remaining life of the toll facility agreement through April 2071.

Long-Term Obligations: In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources, while discounts on debt issuances are reported as other financing uses. Issuance costs, whether withheld from the actual debt proceeds received, are reported as debt service expenditures.

Lease liabilities represent the Commission's obligation to make lease payments arising from the lease. Lease liabilities are recognized at the lease commencement date based on the present value of future lease payments expected to be made during the lease term. The present value of lease payments is discounted based on a borrowing rate determined by the Commission.

Subscription liabilities represent the Commission's obligation to make subscription payments arising from the subscription contract. Subscription liabilities are recognized at the subscription commencement date based on the present value of future subscription payments expected to be made during the subscription term. The present value of subscription payments is discounted based on a borrowing rate determined by the Commission.

Compensated absences: Sick, vacation, and administrative hours earned and accumulated that have not been taken at year-end is reported as a long-term liability in the government-wide and proprietary fund financial statements.

Pensions: For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions and pension expense, information about the fiduciary net position of the Commission's California Public Employees' Retirement System (CalPERS) plans (Plans) and additions to/deduction from Plans' fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with benefit terms. Investments are reported at fair value.

Post-employment Benefits Other Than Pensions: For purposes of measuring the net other post-employment benefits (OPEB) asset, deferred outflows/inflows of resources related to the OPEB asset and OPEB expense, information about the fiduciary net position of the Commission's OPEB plan, and additions to/deductions from the OPEB fiduciary net position have been determined on the same basis as they are reported by California Employers' Retiree Benefit Trust (CERBT) administered by CalPERS. For this purpose, benefit payments are recognized when due and payable in accordance with benefit terms. Investments are reported at fair value, except for money markets and participating interest-earning investment contracts that have a maturity at the time of purchase of one year or less, which is reported at cost.

Note 1. Summary of Significant Accounting Policies, Continued

Risk management: The Commission is exposed to various risks of loss related to workers' compensation; torts; theft of, damage to, or destruction of assets; and errors or omissions. The Commission protects itself against such losses by a balanced program of risk retention, risk transfers, and the purchase of commercial insurance. Loss exposures retained by the Commission are treated as normal expenditures and include any loss contingency not covered by the Commission's purchased insurance policies. Construction projects and rail properties are protected through a combination of commercial insurance, insurance required of Commission consultants, and a self-insurance fund established by the Southern California Regional Rail Authority (SCRRA). The RCTC 91 Express Lanes and 15 Express Lanes Enterprise funds have purchased commercial property insurance, including business interruption, earthquake, and flood coverage related to the RCTC 91 Express Lanes and 15 Express Lanes.

Deferred outflows of resources: In addition to assets, the statement of net position reports a separate section for deferred outflows of resources. This separate financial statement element represents a consumption of net assets that applies to future periods and will not be recognized as an outflow of resources, or expenditure, until then. The Commission has the following items - loss on refunding of bonds, net differences between projected and actual pension earnings, pension contributions subsequent to measurement date, differences between expected and actual pension experiences, changes in pension assumptions, pension changes in Commission's proportion, changes in OPEB assumptions, differences between expected and actual OPEB experiences, differences between projected and actual OPEB earnings, and OPEB contributions subsequent to measurement date - which qualify for reporting in this category in the applicable column for governmental and business-type activities on the statement of net position.

Deferred inflows of resources: In addition to liabilities, the statement of net position reports a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net assets that applies to future periods and will not be recognized as an inflow of resources, or revenue, until then. The Commission has the following items - leases, differences between expected and actual pension experiences, the proportionate share of pension contributions, changes in OPEB assumptions, and differences between expected and actual OPEB experiences - which qualify for reporting in this category in the applicable governmental and business-type activities on the statement of net position.

Fund balances: In the fund financial statements, the governmental funds report fund balances in various categories based on the nature of any limitations requiring the use of the resources for specific purposes.

Nonspendable fund balances cannot be spent, because they are in nonspendable form such as prepaid expenditures and leases or are required to be maintained intact.

Restricted fund balances are restricted for specific purposes by third parties or enabling legislation.

Committed fund balances include amounts that can be used only for specific purposes determined by adoption of a resolution of the Board. These committed amounts cannot be used for any other purpose unless the Commission removes or changes the specified use through the same type of formal action taken to establish the commitment.

Assigned fund balances comprise amounts intended to be used by the Commission for specific purposes but are not restricted or committed. The Board delegates the authority to assign amounts to be used for specific purposes to the Chief Financial Officer. Assignments generally only exist temporarily; an additional action does not have to be taken for the removal of an assignment.

Note 1. Summary of Significant Accounting Policies, Continued

Unassigned fund balance is residual positive net resources of the General Fund in excess of what can properly be classified in one of the other four categories. In all other governmental funds, it is the negative residual fund balance of any other governmental fund that cannot be eliminated by offsetting assigned fund balance amounts.

When both restricted and unrestricted resources are available for an incurred expenditure, it is the Commission's policy to spend restricted resources first then unrestricted resources, as necessary. When unrestricted resources are available for an incurred expenditure, it is the Commission's policy to use committed amounts first, followed by assigned amounts, then unassigned amounts. In June 2012, the Commission adopted a resolution to establish a policy on reporting and classifying fund balance in the General fund.

Net position (deficit): In the government-wide and proprietary fund financial statements, net position (deficit) represents the difference between assets and deferred outflows of resources and liabilities and deferred inflows of resources and is classified into three categories:

Net investment (deficit) in capital assets consists of capital assets, net of accumulated depreciation and amortization, reduced by the outstanding balances of any borrowings used for the acquisition, construction, or improvement of those assets and excludes unspent debt proceeds.

Restricted—net position represents restricted assets less liabilities and deferred inflows of resources related to those assets. Restricted assets are recorded when there are limitations imposed by creditors (such as through debt covenants), contributions, or laws and regulations of other governments or constraints imposed by law through constitutional provisions or through enabling legislation.

Unrestricted—(deficit) represents the amount of unrestricted resources that will need to be provided for in future periods.

When both restricted and unrestricted resources are available for use, it is the Commission's policy to use restricted—net position resources first and then unrestricted—net position resources, as they are needed.

Administration expenditures: The Commission's staff and resources are used in the performance of its responsibilities relating to the activities of the Commission and its component unit. Accordingly, the Commission allocates salaries and benefits to each applicable fund on the basis of actual hours spent by activity, and other indirect overhead is allocated based on a systematic basis. Administrative salaries and benefits, net of administrative cost allocations of $1,909,374 allocated to Measure A in 2025 were less than 1% of revenues and in compliance with the law.

Use of estimates: The preparation of the financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect certain reported amounts and disclosures during the reporting period. As such, actual results could differ from those estimates.

Future Accounting Pronouncements: The GASB pronouncements issued prior to June 30, 2025 that have an effective date that may impact future financial presentations include:

- GASB Statement No. 103, *Financial Reporting Model Improvements*. The requirements of this Statement will take effect for financial statements starting with the fiscal year that ends June 30, 2026.
- GASB Statement No. 104, *Disclosure of Certain Capital Assets*. The requirements of this Statement will take effect for financial statements starting with the fiscal year that ends June 30, 2026.

Note 2. Cash and Investments

Cash and investments at June 30, 2025 consist of the following:

	Unrestricted			Restricted			
	Cash	Investments	Sub-Total	Cash	Investments	Sub-Total	Total
Cash in bank	$ 42,868,473	$ -	$42,868,473	$ -	$ -	$ -	$ 42,868,473
Petty cash	1,018	-	1,018	-	-	-	1,018
RCPIF	-	1,528,182,895	1,528,182,895	-	-	-	1,528,182,895
Operations pooled investments	-	60,358,275	60,358,275	-	-	-	60,358,275
Investments with fiscal agents	-	-	-	-	180,288,128	180,288,128	180,288,128
Total cash and investments	$ 42,869,491	$1,588,541,170	$1,631,410,661	$ -	$180,288,128	$180,288,128	$1,811,698,789

Total cash and investments are reported in the following funds:

Unrestricted cash and investments	
Governmental funds	$1,491,706,381
Enterprise fund	139,704,280
Subtotal	1,631,410,661
Restricted cash and investments	
Governmental funds	9,757,523
Enterprise fund	170,530,605
Subtotal	180,288,128
Total cash and investments	$ 1,811,698,789

Restricted cash and investments at June 30, 2025 represent investments held by bond trustees for project costs and debt service.

Fair Value Hierarchy: The Commission categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure fair value of the assets. Level 1 inputs are quoted prices in an active market for identical assets; Level 2 inputs are based on similar observable assets either directly or indirectly, which may include inputs in markets that are not considered to be active; and Level 3 inputs are significant unobservable inputs (the Commission does not value any of its investments using Level 3 inputs).

Note 2. Cash and Investments, Continued

The following is a summary of the fair value hierarchy of the fair value of investments of the Commission as of June 30, 2025:

Investments by fair value level:	June 30, 2025	Fair Value Measurements Using	
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
Investments subject to fair value hierarchy:			
U.S. Treasury obligations	$ 29,289,533	$ 29,289,533	$ -
Mortgage and asset-backed securities	1,449,658	-	1,449,658
Corporate notes	25,292,980	-	25,292,980
Money market mutual funds	181,222,570	181,222,570	-
U.S. agency securities	1,786,072	-	1,786,072
Municipal bonds	1,605,590	-	1,605,590
Total investments measured at fair value		$ 210,512,103	$ 30,134,300
Investments not subject to fair value hierarchy:			
RCPIF	1,528,182,895		
Total investments	$1,768,829,298		

Investments classified in Level 1 of the value hierarchy, valued at $210,512,103 are valued using quoted prices in active markets.

Mortgage and asset-backed securities totaling $1,449,658, corporate notes totaling $25,292,980, U.S. agency securities totaling $1,786,072, and municipal bonds totaling $1,605,590 in 2025, classified in Level 2 of the fair value hierarchy, are valued using matrix pricing techniques maintained by various pricing vendors. Matrix pricing is used to value securities based on the securities' relationship to benchmark quoted prices. Fair value is defined as the quoted fair value on the last trading day of the period. These prices are obtained from various pricing sources by the custodian bank.

I-215 Placentia Avenue Interchange

Note 2. Cash and Investments, Continued

As of June 30, 2025, the Commission had the following investments:

Investments	Fair Value	Principal	Interest Rate Range	Maturity Range	Weighted Average Maturity (Year)
Unrestricted:					
RCPIF	$1,528,182,895	$1,524,425,193	0.50% – 6.197%	6/30/25 – 6/17/30	1.280
Operations pooled investments:					
Corporate notes	25,292,980	25,016,536	1.06% – 5.761%	3/29/26 – 4/15/30	2.868
Money market mutual funds	938,132	938,133	3.96%	6/30/25	41 days or 0.104
Mortgage and asset-backed securities	1,449,658	1,408,225	2.77% – 3.003%	1/25/26 – 8/25/27	1.565
Municipal bonds	1,605,590	1,547,896	0.88% – 5.530%	8/1/25 – 8/1/29	1.137
U.S. agency securities	1,782,382	1,770,570	4.05% – 4.500%	8/28/25 – 8/14/26	0.737
U.S. Treasury obligations	29,289,533	29,092,902	3.62% – 4.550%	12/15/26 – 7/31/29	2.315
Total unrestricted investments	$1,588,541,170	$1,584,199,455			
				Unrestricted investment portfolio weighted average	1.425
Restricted:					
Money market mutual funds	$ 180,284,438	$ 180,284,438	3.81 % –3.956%	6/30/25	41 days or 0.123
U.S. agency securities	3,690	1,043	0.000% – 3.975%	5/25/25 – 9/1/53	9.135
Total restricted investments	$ 180,288,128	$ 180,285,481			
				Restricted investment portfolio weighted average	0.123

The weighted average maturity is calculated using the investment's effective duration weighted by the investment's fair value.

As of June 30, 2025, mortgage and asset-backed securities totaled $1,449,658. The underlying assets are consumer receivables that include credit cards, auto/equipment, and home loans. The securities have a fixed interest rate and are rated Aa1/AA+ by at least two of the three nationally recognized statistical rating organizations.

Interest rate risk: While the Commission does not have a formal policy related to the interest rate risk of investments, the Commission's investment policy follows the Code as it relates to limits on investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates. In accordance with the Commission's investment policy, restricted investments are invested in accordance with the maturity provisions of the specific bond indenture, which may extend beyond five years.

Custodial credit risk: Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The Commission's investment policy requires that a third-party bank trust department hold all securities owned by the Commission. All trades are settled on a delivery versus payment basis through the Commission's safekeeping agent.

Note 2. Cash and Investments, Continued

The Commission has deposits with a bank balance of $5,650,092 with financial institutions; bank balances over $5,000,000 are swept daily into a money market fund. Of the bank balance, up to $250,000 is federally insured under the Federal Depository Insurance Corporation with balances in excess of $250,000 collateralized in accordance with the Code; however, the collateralized securities are not held in the name of the Commission.

Credit risk: The Commission's investment policy as well as the specific bond indentures set minimum acceptable credit ratings for investments from any of the three nationally recognized statistical rating organizations. The following is a summary of the credit quality distribution and concentration of credit risk by investment type as a percentage of each category's fair value at June 30, 2024; securities denoted as NR are not rated by one of the nationally recognized statistical rating organizations.

Investments	Moody's	S&P	% of Portfolio
RCPIF	Aaa-bf	N/A	86.37%
Corporate			
Notes	A1	A	0.11%
Notes	A1	A-	0.04%
Notes	A1	A+	0.08%
Notes	A1	AA-	0.03%
Notes	A1	BBB+	0.02%
Notes	A2	A	0.02%
Notes	A2	A+	0.07%
Notes	A2	NR	0.02%
Notes	AA2	A+	0.01%
Notes	AA2	AA	0.03%
Notes	AA2	AA-	0.05%
Notes	AA3	A+	0.12%
Notes	AA3	AA-	0.16%
Notes	AA3	AAA	0.03%
Notes	AAA	AAA	0.15%
Notes	AAA	NR	0.23%
Notes	NR	AA-	0.03%
Notes	NR	AAA	0.22%
Money market mutual funds			
Funds	AAA	AAA	10.22%
Funds	Aa1	AA+	0.05%
Mortgage and asset-backed securities			
Securities	Aa1	AA+	0.08%
Municipal bonds			
City of Los Angeles	AA3	A+	0.02%
City of Los Angeles	AA3	AA-	0.02%
County of Riverside	AAA	AA+	0.01%
County of Santa Clara	AA2	NR	0.02%
Florida Housing Corporation	NR	AAA	0.02%
Golden State Tobacco Securitization Corporation	AA2	NR	0.01%
U.S. agency notes			
Notes	Aa1	AA+	0.10%
U.S. Treasuries			
Treasury	AAA	AAA	0.18%
Treasury	Aa1	NR	1.48%
Total			100.00%

Note 2. Cash and Investments, Continued

Concentration of credit risk: The Commission's investment policy places a limit of 10% on the amount of investment holdings with any one non-U.S. Government or non-federal agency issuer. As of June 30, 2025, the Commission did not have investments in any one issuer that represent more than 5% of the Commission's total investments.

Note 3. Advances

The Commission approved interest-bearing advances, which may be funded by debt proceeds, to the Coachella Valley Association of Governments (CVAG) in the amount of $43,300,000. CVAG pledged its share of 2009 Measure A highway and regional road revenue allocations in accordance with repayment terms specified in each agreement for actual advances. Repayment amounts are withheld from revenue allocations on a monthly basis. The final maturities of the CVAG advances are due on or before September 1, 2029. Interest rates range from .910% to 7.307%, excluding the portion of cash subsidy payments (as discussed in Note 6) that may be received by CVAG to reduce its repayment obligations. The outstanding interest-bearing advances, including capitalized interest of $323,258, as of June 30, 2025 were $11,067,672.

The Commission approved a deposit agreement with Southern California Regional Rail Authority (SCRRA) in the amount of $4,765,000. SCRRA has established a separate account into which member agencies, including the Commission, deposit funding on loan to SCRRA, in order to create a cash reserve to help advance SCRRA capital projects that are funded by federal, state, and local grants that have longer reimbursement timeframes. The deposit shall be returned to the Commission within fifteen days of either of the following occurrences (i) it is determined that SCRRA has sufficient cash flow to advance capital projects without the need for the deposit; or (ii) the dissolution of SCRRA. SCRRA shall be required to make annual interest payments of all interest accrued in the preceding year, for as long as SCCRA retains the deposit, at the end of each fiscal year. Interest receivable from the deposit agreement for fiscal year ended June 30, 2025 is $157,498.

Note 4. Lease Receivable

The Commission has the following lease receivables as of June 30, 2025:

On June 23, 2015, the Commission entered into a 60-month lease as lessor for the use of 6001 Pedley Road, Jurupa Valley, CA. An initial lease receivable was recorded in the amount of $392,784. As of June 30, 2025, the value of the lease receivable is $310,731. The lessee is required to make monthly fixed payments of $2,251. The lease has an interest rate of 2.2610%. The value of the deferred inflow of resources as of June 30, 2025 was $280,114, and the Commission recognized lease revenue of $28,160 during the fiscal year. The lessee has two extension option(s), each for 60 months.

On October 10, 2016, the Commission entered into a 240-month lease as lessor for the use of real property adjacent to the SR-91. An initial lease receivable was recorded in the amount of $306,635. As of June 30, 2025, the value of the lease receivable is $235,569. The lessee is required to make monthly fixed payments of $2,000. The lease has an interest rate of 2.3460%. The value of the deferred inflow of resources as of June 30, 2025 was $225,764, and the Commission recognized lease revenue of $20,218 during the fiscal year. The lessee has two extension option(s), each for 60 months.

Note 4. Lease Receivable, Continued

On October 31, 2016, the Commission entered into a 60-month lease as lessor for the use of 2550 Cajalco Road, Corona, CA. An initial lease receivable was recorded in the amount of $436,595. As of June 30, 2025, the value of the lease receivable is $360,886. The lessee is required to make monthly fixed payments of $2,251. The lease has an interest rate of 2.4320%. The value of the deferred inflow of resources as of June 30, 2025 was $325,439, and the Commission recognized lease revenue of $28,299 during the fiscal year. The lessee has three extension option(s), each for 60 months.

On August 3, 2015, the Commission entered into a 120-month lease as lessor for the use of 202 North State Street, Hemet, CA. An initial lease receivable was recorded in the amount of $10,083. As of June 30, 2025, the value of the lease receivable is $0. The lessee is required to make annual fixed payments of $2,538. The lease has an interest rate of 1.1690%. The value of the deferred inflow of resources as of June 30, 2025 was $219, and the Commission recognized lease revenue of $2,466 during the fiscal year.

On December 20, 2021, the Commission entered into a 419-month lease as lessor for the use of real property adjacent to the SR-60/SR-91/I-215 Interchange. An initial lease receivable was recorded in the amount of $1,106,235. As of June 30, 2025, the value of the lease receivable is $1,034,244. The lessee is required to make monthly fixed payments of $4,167. The lease has an interest rate of 2.8600%. The value of the deferred inflow of resources as of June 30, 2025 was $994,520 and the Commission recognized lease revenue of $31,682 during the fiscal year. The lessee has one extension option for 168 months.

On July 13, 2015, the Commission entered into a 240-month lease as lessor for real property adjacent to I-215, north of Orange Avenue, Perris, CA. An initial lease receivable was recorded in the amount of $242,894. As of June 30, 2025, the value of the lease receivable is $190,080. The lessee is required to make monthly fixed payments of $1,500. The lease has an interest rate of 2.2610%. The value of the deferred inflow of resources as of June 30, 2025 was $174,312, and the Commission recognized lease revenue of $17,145 during the fiscal year.

The principal and interest expected to maturity for governmental activities is as follows:

Year ending June 30	Principal	Interest	Total
2026	$ 101,842	$ 54,078	$ 155,920
2027	106,723	51,539	158,262
2028	111,268	48,892	160,160
2029	115,982	46,133	162,115
2030	120,870	43,258	164,128
2031 - 2035	684,186	168,830	853,016
2036 - 2040	238,555	105,700	344,255
2041 - 2045	168,359	81,676	250,035
2046 - 2050	194,208	55,827	250,035
2051 - 2055	224,025	26,010	250,035
2056 - 2057	65,492	1,332	66,824
Total lease receivable	$ 2,131,510	$ 683,275	$ 2,814,785

Note 4. Lease Receivable, Continued

On November 1, 2019, the 15 Express Lanes fund entered a 120-month lease for the use of 301 Corporate Terrace Circle, Corona, CA with the Orange County Transportation Authority. An initial lease receivable was recorded in the amount of $379,833. As of June 30, 2025, the value of the lease receivable is $197,255. The lessee is required to make quarterly fixed payments of $12,171. The lease has an interest rate of 1.7670%. The value of the deferred inflow of resources as of June 30, 2025 was $183,791 and the Fund recognized lease revenue of $49,011.

The principal and interest expected to maturity for business-type activities is as follows:

Year ending June 30	Principal	Interest	Total
2026	$ 50,040	$ 3,157	$ 53,197
2027	51,989	2,259	54,248
2028	53,669	1,330	54,999
2029	41,557	368	41,925
Total lease receivable	$ 197,255	$ 7,114	$ 204,369

Local Streets and Roads

Note 5. Capital Assets

Capital assets activity for the year ended June 30, 2025 was as follows:

Governmental activities	Balance June 30, 2024	Additions	Deletions	Transfers	Balance June 30, 2025
Capital assets not being depreciated:					
Land and land improvements	$ 188,630,014	$ 10,296,178	$ -	$ -	$ 198,926,192
Construction in progress	55,159,317	17,610,352	-	(3,086,267)	69,683,402
Rail operating easements	63,846,199	-	-	-	63,846,199
Construction easements	4,204,493	-	-	-	4,204,493
Development in progress	1,448,492	593,429	-	-	2,041,921
Total capital assets not being depreciated	313,288,515	28,499,959	-	(3,086,267)	338,702,207
Capital assets being depreciated:					
Rail stations	211,432,620	497,451	-	-	211,930,071
Rail tracks	154,791,511	-	-	-	154,791,511
Buildings temporarily held	2,127,136	1,492,082	-	-	3,619,218
Construction easements	1,921,470	-	-	-	1,921,470
Office improvements	536,982	749,808	-	-	1,286,790
Office furniture, equipment and vehicles	3,220,658	23,870	(29,258)	-	3,215,270
Total capital assets being depreciated	374,030,377	2,763,211	(29,258)	-	376,764,330
Less accumulated depreciation for:					
Rail stations	(101,261,640)	(6,504,373)	-	-	(107,766,013)
Rail tracks	(41,269,669)	(5,179,704)	-	-	(46,449,373)
Buildings temporarily held	(9,780)	(909,437)	-	-	(919,217)
Construction easements	(1,921,470)	-	-	-	(1,921,470)
Office improvements	(417,431)	(84,310)	-	-	(501,741)
Office furniture, equipment and vehicles	(2,444,631)	(376,353)	29,258	-	(2,791,726)
Total accumulated depreciation	(147,324,621)	(13,054,177)	29,258	-	(160,349,540)
Total capital assets being depreciated, net	226,705,756	(10,290,966)	-	-	216,414,790
Intangible right to use lease assets:					
Land	25,205	-	(25,205)	-	-
Building	3,856,996	1,840,697	-	-	5,697,693
Equipment	150,666	-	(56,267)	-	94,399
Total intangible right to use lease assets	4,032,867	1,840,697	(81,472)	-	5,792,092
Less accumulated amortization for:					
Land	(25,122)	(83)	25,205	-	-
Building	(1,831,013)	(894,139)	-	-	(2,725,152)
Equipment	(87,269)	(25,400)	56,267	-	(56,402)
Total accumulated amortization	(1,943,404)	(919,622)	81,472	-	(2,781,554)
Total intangible right to use lease assets, net	2,089,463	921,075	-	-	3,010,538
Total intangible right to use subscription IT assets	1,271,845	743,725	-	-	2,015,570
Less total accumulated amortization	(509,375)	(324,657)	-	-	(834,032)
Total intangible right to use subscription IT assets, net	762,470	419,068	-	-	1,181,538
Governmental activities capital assets, net	542,846,204	$ 19,549,136	$ -	$ (3,086,267)	$ 559,309,073

Note 5. Capital Assets, Continued

Business-type activities	Balance June 30, 2024	Additions	Deletions	Transfers	Balance June 30, 2025
Capital assets not being depreciated:					
Land and land improvements	$ 23,021,276	$ -	$ (2,980,813)	$ -	$ 20,040,463
Construction easements	259,657	-	-	-	259,657
Construction in progress	-	856,413	-	-	856,413
Development in progress	-	4,144,136	-	-	4,144,136
Total capital assets not being depreciated	23,280,933	5,000,549	(2,980,813)	-	25,300,669
Capital assets being depreciated and amortized:					
Toll infrastructure	56,556,369	-	-	-	56,556,369
Transponders	453,818	-	-	-	453,818
Buildings	7,615,825	-	-	-	7,615,825
Equipment, furniture, and fixtures	188,942	-	-	-	188,942
Toll facility franchise	865,611,184	-	-	3,086,267	868,697,451
Total capital assets being depreciated and amortized	930,426,138	-	-	3,086,267	933,512,405
Less accumulated depreciation and amortization for:					
Toll infrastructure	(43,331,687)	(6,574,490)	-	-	(49,906,177)
Transponders	(453,818)	-	-	-	(453,818)
Buildings	(3,307,626)	(858,476)	-	-	(4,166,102)
Equipment, furniture, and fixtures	(168,208)	(15,598)	-	-	(183,806)
Toll facility franchise	(61,874,506)	(17,348,549)	-	-	(79,223,055)
Total accumulated depreciation and amortization	(109,135,845)	(24,797,113)	-	-	(133,932,958)
Total capital assets being depreciated and amortized, net	821,290,293	(24,797,113)	-	3,086,267	799,579,447
Business-type activities capital assets, net	$ 844,571,226	$ (19,796,564)	$ (2,980,813)	$ 3,086,267	$ 824,880,116

On May 14, 2012, the Commission entered into a toll facilities agreement with Caltrans providing the Commission with authorization to toll the SR-91 from Orange/Riverside County line to I-15 for 50 years commencing as of the first day on which the RCTC 91 Express Lanes open for public use and toll operations. On September 29, 2016, the Commission entered into a toll facilities agreement with Caltrans providing the Commission with authorization to toll the I-15 from Cajalco Road to SR-60 for 50 years commencing as of the first day on which the 15 Express Lanes open for public use and toll operations. The agreements also set forth the Commission's rights to Caltrans' right-of-way and Caltrans' oversight role in the operations and maintenance of the RCTC 91 Express Lanes and 15 Express Lanes.

Note 5. Capital Assets, Continued

Depreciation and amortization expense was charged to functions/programs of the Commission's governmental and business-type activities during the year ended June 30, 2025 as follows:

Governmental activities:	
General government	$ 1,339,908
Commuter assistance	84
Commuter rail	11,704,297
Highway	941,849
Planning and programming	312,318
Total depreciation and amortization expense – governmental activities	$ 14,298,456

Business-type activities:	
RCTC 91 Express Lanes	$ 2,006,299
Toll facility franchise	10,249,814
15 Express Lanes	5,442,265
Toll facility franchise	7,098,735
Total depreciation and amortization expense – business-type activities	$24,797,113

I-15 Smart Freeway Pilot Project

Note 6. Interfund Transactions

Due from/to other funds: The total due from other funds and due to other funds of $12,993,364. The composition of balances related to due from other funds and due to other funds at June 30, 2025 is as follows:

Receivable Fund	Payable Fund	Amount	Explanation
General fund	Nonmajor Governmental funds	$308,391	Fringe benefits allocation
General fund	Nonmajor Governmental funds	605,600	Administrative cost allocation
General fund	Transportation Uniform Mitigation Fee Special Revenue fund	289,200	Administrative cost allocation
General fund	Measure A Western County Special Revenue fund	531,000	Administrative cost allocation
General fund	Measure A Western County Special Revenue fund	87,194	Project costs allocations
General fund	RCTC 91 Express Lanes Enterprise fund	500,900	Administrative cost allocation
General fund	15 Express Lanes Enterprise fund	73,200	Administrative cost allocation
General fund	Local Transportation Fund	1,636,800	Administrative cost allocation
General fund	SB125 Fund	1,588	Fringe benefits allocation
General fund	Transportation Uniform Mitigation Fee Special Revenue fund	35,656	Fringe benefits allocation
General fund	Measure A Western County Special Revenue fund	302,518	Fringe benefits allocation
General fund	Nonmajor Governmental funds	7,581	Fringe benefits allocation
General fund	RCTC 91 Express Lanes Enterprise fund	125,656	Fringe benefits allocation
General fund	15 Express Lanes Enterprise fund	67,552	Fringe benefits allocation
Measure A Western County Special Revenue fund	Transportation Uniform Mitigation Fee Special Revenue fund	2,595,498	Highway project costs allocations
Measure A Western County Special Revenue fund	General fund	160,637	Highway project costs allocations
Measure A Western County Special Revenue fund	Nonmajor Governmental funds	107,493	Rail project costs allocations
Measure A Western County Special Revenue fund	General fund	94,400	Administrative cost allocation
Measure A Western County Special Revenue fund	Debt Service fund	647,035	Federal Subsidy
Measure A Coachella Valley Special Revenue fund	General fund	87,700	Administrative cost allocation
Measure A Coachella Valley Special Revenue fund	Debt Service fund	73,509	Federal Subsidy
Nonmajor Governmental funds	General fund	28,600	Administrative cost allocation
Local Transportation Fund	General fund	69,800	Administrative cost allocation
STA	General fund	17,800	Administrative cost allocation
Nonmajor Governmental funds	RCTC 91 Express Lanes Enterprise fund	3,157,041	Toll project costs allocations
Commercial Paper Capital fund	Measure A Coachella Valley Special Revenue fund	434,145	Advance loan payment adjustment
Bonds Capital Projects fund	Measure A Coachella Valley Special Revenue fund	67,894	Advance loan payment adjustment
RCTC 91 Express Lanes Enterprise fund	General fund	290,900	Administrative cost allocation
RCTC 91 Express Lanes Enterprise fund	Measure A Western County Special Revenue fund	184,800	Toll Liquidated damages
RCTC 91 Express Lanes Enterprise fund	Measure A Western County Special Revenue fund	31,412	Toll project costs allocations
RCTC 91 Express Lanes Enterprise fund	RCTC 91 Express Lanes Enterprise fund	358,402	Toll Liquidated damages
15 Express Lanes Enterprise fund	RCTC 91 Express Lanes Enterprise fund	13,462	Lease adjustment
Total due from/to other funds		$ 12,993,364	

Note 6. Interfund Transactions, Continued

Advances to/from other funds: The Measure A Western County Special Revenue fund advanced $48,700,000 to the 15 Express Lanes Enterprise fund to establish an inter-fund loan agreement. The inter-fund loan is in connection with the payoff of the Transportation Infrastructure Finance and Innovation Act (TIFIA) loan in October 2024. Specifically, the inter-fund loan is required to repay interest on a quarterly basis and is due and payable four years (October 2028) after the effective date of the agreement (October 2024). At June 30, 2025 $1,390,748 of accrued interest was also owed. Furthermore, in connection with the payoff of the TIFIA loan, Measure A also made a $9,000,000 contribution towards the I-15 Express Lanes for the purpose of extinguishing a previously established loan. The contribution is reported as a Transfer In within the I-15 Express Lanes.

91 Eastbound Corridor Operations Project

Note 6. Interfund Transactions, Continued

Interfund transfers: During 2025, interfund transfers were as follows:

Transfers Out	Transfers In	Amount	Explanation
General fund	Measure A Western County Special Revenue fund	$ 160,637	I-15 ingress/egress
Measure A Western County Special Revenue fund	Transportation Uniform Mitigation Fee Special Revenue fund	3,588	Highway project costs allocations
Measure A Western County Special Revenue fund	Debt Service fund	65,815,087	Debt service funding related to highway projects for Western County and to advance agreements for Western County jurisdictions
Measure A Western County Special Revenue fund	15 Express Lanes Enterprise fund	31,190,000	I-15 payoff funding
Measure A Western County Special Revenue fund	91 Express Lanes Enterprise fund	31,412	Toll project costs allocations
Transportation Uniform Mitigation Fee Special Revenue fund	Measure A Western County Special Revenue fund	6,117,010	Highway project costs allocations
Local Transportation Fund	General fund	36,884,600	Administration, planning and programming, commuter rail operating and station maintenance, and grade separation costs allocations
Measure A Western County Special Revenue fund	General fund	87,194	I-10 feasibility study
State Transit Assistance fund	General fund	4,000,000	Metrolink Operating Subsidy
State Transit Assistance fund	Nonmajor Governmental funds	217,696	Commuter rail and transit costs allocations
State Transit Assistance fund	Measure A Western County Special Revenue fund	1,451,399	Commuter rail project costs allocations
Nonmajor Governmental funds	91 Express Lanes Enterprise fund	5,000,000	Surplus funds used for the 15/91 Express Lanes Connector project
Commercial Paper fund	Debt Service fund	2,892,940	Debt service funding related to highway projects for Western County
Bonds Capital Projects fund	15 Express Lanes Enterprise fund	3,850,115	Toll project costs allocations
Bonds Capital Projects fund	Debt Service fund	452,412	Debt service funding related to highway projects for Western County
Debt Service fund	Measure A Western County Special Revenue fund	2,817,992	Cash subsidies available after debt service payment
Debt Service fund	Measure A Coachella Valley Special Revenue fund	73,509	Share of cash subsidy related to CVAG advance agreement
Debt Service fund	Bonds Capital Projects fund	210,934	Allocation of reserve funds
Nonmajor Governmental funds	Measure A Western County Special Revenue fund	107,100	Commuter assistance costs allocations
Nonmajor Governmental funds	Measure A Western County Special Revenue fund	1,107,493	Commuter rail project costs allocations
State Transit Assistance fund	SB 125 Special Revenue fund	87,937	Surplus funds used for the 15/91 Express Lanes Connector project
91 Express Lanes Enterprise fund	Nonmajor Governmental funds	3,157,041	Surplus funds used for the 15/91 Express Lanes Connector project
Measure A Western County Special Revenue fund	Bonds Capital Projects fund	2,727,273	Contribution to extinguish previously established loan
Measure A Western County Special Revenue fund	15 Express Lanes Enterprise fund	9,000,000	Contribution to extinguish previously established loan
Total transfers		$ 177,443,369	

Note 6. Interfund Transactions, Continued

The Commission contributed $3,086,267 of land from the governmental activities to the 91 Express Lanes related to the completion of the 15/91 Express Lanes Connector Project.

Note 7. Long-term Obligations

The following is a summary of the changes in long-term obligations for the year ended June 30, 2025:

Governmental activities	Balance June 30, 2024	Additions / Accretion	Reductions	Balance June 30, 2025	Due Within One Year
Sales tax revenue bonds:					
2010 Bonds	$ 112,370,000	$ -	$ -	$112,370,000	$ -
2016 Refunding Bonds	34,935,000	-	(6,620,000)	28,315,000	6,820,000
2017 Bonds, series A	125,160,000	-	(5,820,000)	119,340,000	6,110,000
2017 Refunding Bonds, series B	377,685,000	-	(15,800,000)	361,885,000	16,590,000
2018 Refunding Bonds	33,130,000	-	(5,970,000)	27,160,000	6,295,000
Total bonds payable	683,280,000	-	(34,210,000)	649,070,000	35,815,000
Sales tax revenue bonds premium	64,202,057	-	(8,176,726)	56,025,331	7,629,628
Total bonds payable, net	747,482,057	-	(42,386,726)	705,095,331	43,444,628
Lease liability	2,234,376	1,840,696	(910,636)	3,164,436	1,311,534
Subscription IT liability	781,394	743,725	(518,041)	1,007,078	519,312
Compensated absences liability	2,355,029	753,993	(384,205)	2,724,817	997,430
Total long-term obligations	$ 752,852,856	$ 3,338,414	$ (44,199,608)	$ 711,991,662	$ 46,272,904

Business-type activities	Balance June 30, 2024	Additions / Accretion	Reductions	Balance June 30, 2025	Due Within One Year
Toll revenue bonds:					
2013 Bonds, Series B	$ 72,701,311	$5,025,689	$(4,580,000)	$73,147,000	$4,875,000
2021 Bonds, Series A, B, C	615,059,000	-	-	615,059,000	-
Toll revenue bonds premium	49,293,762	-	(2,537,375)	46,756,387	2,537,375
Total bonds payable, net	737,054,073	5,025,689	(7,117,375)	734,962,387	7,412,375
TIFIA loan	171,814,288	1,919,813	(173,734,101)	-	-
Compensated absences liability	291,071	77,466	(31,754)	336,783	123,281
Total long-term obligations	$ 909,159,432	$ 7,022,968	$ (180,883,230)	$ 735,299,170	$ 7,535,656

The Commission has pledged a portion of future sales tax revenues through maturities of the bonds to repay $649,070,000 (not including revenue bonds premium) in outstanding sales tax revenue bonds payable at June 30, 2025. The debt was issued during multiple transactions as follows: November 2010 (2010 Bonds), September 2016 (2016 Refunding Bonds), July 2017 (2017A Sales Tax Bonds), December 2017 (2017B Refunding Bonds), and March 2018 (2018 Refunding Bonds). The bonds are payable solely from the 2009 Measure A sales tax revenues on a senior and subordinate lien basis, respectively. For the current year, interest paid on the bonds was $34,948,288. Cash subsidies of $2,817,992 related to the bonds were also received from the U.S. Treasury during the current year and were recorded as intergovernmental revenues.

Note 7. Long-term Obligations, Continued

In July 2010, the Commission authorized the issuance and sale of not to exceed $900 million of toll revenue bonds related to the 91 Project. In March 2020, the Commission authorized the issuance and sale of not to exceed $725 million of toll revenue refunding bonds related to the RCTC 91 Express Lanes. In October 2021, the Commission authorized the issuance of toll revenue refunding bonds (2021 Toll Refunding Bonds) consisting of $88,735,000 senior lien federally taxable bonds, $450,629,000 senior lien tax-exempt bonds, and $75,695,000 second lien tax-exempt bonds. The proceeds of the 2021 Toll Refunding Bonds were used to refund a portion of the RCTC 91 Express Lanes 2013 Toll Revenue CIBs, pay the purchase price of the 2013 Toll Revenue CIBs accepted tender for cash, refund and prepay the TIFIA loan, fund capitalized interest, make deposits to required reserves, and pay costs of issuance. Certain senior lien tax-exempt bonds issued were exchanged for certain 2013 Toll Revenue CIBs accepted for exchange. Additionally, the Commission deposited available funds with an escrow agent to defease approximately $28,919,000 in accreted value of the 2013 Toll Revenue CABs maturing in the years 2022 through 2025 and 2027 through 2029. Cost of issuance of $3.8 million was expended in connection with the issuance of the 2021 Toll Refunding Bonds. Loss on refunding of $6.7 million was recognized in connection with the issuance of the 2021 Toll Refunding Bonds.

The Commission executed a TIFIA loan agreement for up to $152,214,260 in July 2017 as a senior toll revenue bond on the trust estate, which consists primarily of toll revenues and account revenues less operating and maintenance expenses of the 15 Express Lanes. The 15 Express Lanes opened to motorists on April 10, 2021, and tolling commenced on April 14, 2021. On October 9, 2024, the Commission authorized the prepayment of the TIFIA Loan in full totaling $173,734,101 which included compounded interest through October 23, 2024. The TIFIA Loan was paid with a combination of 15 Express Lanes toll revenues and established reserves, a contribution from Measure A, and establishment of an Inter-Fund Loan to the I-15 Express Lanes totaling $48,700,000.

Sales tax revenue bonds payable: Under the provisions of the 2009 Measure A, as amended by Measure K approved by the voters in November 2010, the Commission has the authority to issue bonds subject to a bond limitation of $975,000,000. The following is a summary of bonds issued and secured by 2009 Measure A revenues that are outstanding at June 30, 2025:

2010 Sales Tax Revenue Bonds (Limited Tax Bonds), Series B (Taxable Build America Bonds):	Outstanding
In November 2010, the Commission issued sales tax revenue bonds consisting of the $37,630,000 Series A (2010A Bonds) and $112,370,000 Series B (2010B Bonds), for a total issuance of $150,000,000 (collectively, the 2010 Bonds). For the Series B Build America Bonds (BABs), $44,800,000 was designated as recovery zone economic development bonds (RZEDBs). A portion of the 2010 Bonds was used to retire $103,284,000 of the outstanding commercial paper notes with the remaining proceeds used to fund 2009 Measure A Western County and Coachella Valley capital projects and pay costs of issuance for the 2010 Bonds. In December 2017, the 2010A Bonds were refunded. The remaining 2010B Bonds mature in annual installments ranging from $530,000 to $17,980,000 on various dates from June 1, 2032 to June 1, 2039 at an interest rate of 6.807%. The Commission expects, but is not guaranteed, to receive a cash subsidy from the U.S. Treasury equal to 35% of the interest payable on the BABs or 45% of the interest payable on the 2010B Bonds additionally designated as RZEDBs.	$ 112,370,000

Note 7. Long-term Obligations, Continued

During 2023 the cash subsidy related to the 2010 Bonds that was received from the U.S. Treasury was approximately $2,817,992, or $164,108 less than the amount anticipated. The subsidy reduction resulted from federal sequestration cuts of 5.7% for federal fiscal years ending through September 30, 2030. The federal sequestration cuts may continue for an unknown duration.

In accordance with the bond maturity schedule, and assuming no subsidy reduction, the approximate annual debt service requirements to maturity for the 2010B Bonds payable throughout the term of the bonds are as follows:

Year Ending June 30	Principal	Interest	Total	Subsidy	Total, net
2026	$ -	$ 7,649,000	$ 7,649,000	$ (2,982,100)	$ 4,666,900
2027	-	7,649,000	7,649,000	(2,982,100)	4,666,900
2028	-	7,649,000	7,649,000	(2,982,100)	4,666,900
2029	-	7,649,000	7,649,000	(2,982,100)	4,666,900
2030	-	7,649,000	7,649,000	(2,982,100)	4,666,900
2031-2035	44,445,000	35,233,700	79,678,700	(13,856,600)	65,822,100
2036-2039	67,925,000	11,788,700	79,713,700	(5,098,700)	74,615,000
	$ 112,370,000	$ 85,267,400	$ 197,637,400	$ (33,865,800)	$ 163,771,600

2016 Sales Tax Revenue Refunding Bonds (Limited Tax Bonds), Series A (Tax-exempt):	Outstanding
In October 2016, the Commission issued sales tax revenue bonds of $76,140,000. A portion of the 2016 Refunding Bonds was used to refund all of the outstanding Series A bonds issues in 2009, retire all of the outstanding commercial paper notes, finance a termination payment in connection with an interest rate swap agreement and pay costs of issuance. The outstanding 2016 Refunding Bonds mature in annual installments ranging from $6,820,000 to $7,305,000 on various dates from June 1, 2025 through June 1, 2029 at interest rates ranging from 2.00% to 5.00%.	$ 28,315,000

In accordance with the bond maturity schedule, the approximate annual debt service requirements to maturity for the 2016 Refunding Bonds payable throughout the term of the bonds are as follows:

Year Ending June 30	Principal	Interest	Total
2026	$ 6,820,000	$ 634,500	$ 7,454,500
2027	7,025,000	429,900	7,454,900
2028	7,165,000	289,400	7,454,400
2029	7,305,000	146,100	7,451,100
	$ 28,315,000	$ 1,499,900	$ 29,814,900

Note 7. Long-term Obligations, Continued

In accordance with the bond maturity schedule, the approximate annual debt service requirements to maturity for the 2017A Sales Tax Bonds payable throughout the term of the bonds are as follows:

2017 Sales Tax Revenue Bonds (Limited Tax Bonds), Series A (Tax-exempt):	Outstanding
In July 2017, the Commission issued sales tax revenue bonds of $158,760,000 at a premium of $28,931,909 to fund a portion of the I-15 Express Lanes project and complete the 91 Project. The outstanding 2017A Bonds mature in annual installments ranging from $6,110,000 to $11,440,000 on various dates from June 1, 2025 to June 1, 2039 at interest rates ranging from 3.00% to 5.00%.	$ 119,340,000

Year Ending June 30	Principal	Interest	Total
2026	$ 6,110,000	$ 5,904,600	$ 12,014,600
2027	6,415,000	5,599,100	12,014,100
2028	6,735,000	5,278,300	12,013,300
2029	7,075,000	4,941,600	12,016,600
2030	7,425,000	4,587,800	12,012,800
2031-2035	42,980,000	17,088,100	60,068,100
2036-2039	42,600,000	5,454,500	48,054,500
	$ 119,340,000	48,854,000	$ 168,194,000

In connection with the issuance of the 2017A Sales Tax Bonds, the Commission provided for the establishment of an I-15 Trust Fund for deposits of sales tax revenues as required by the toll indenture for the I-15 Express Lanes project.

2017 Sales Tax Revenue Refunding Bonds (Limited Tax Bonds), Series B (Tax-exempt):	Outstanding
In December 2017, the Commission issued sales tax revenue bonds of $392,730,000 at a premium of $80,058,109 to refund all of the outstanding 2010A Bonds and refund a portion of the 2013 Sales Tax Bonds. The 2017B Refunding Bonds mature in annual installments ranging from $16,590,000 to $35,045,000 on various dates from June 1, 2024 to June 1, 2039 at interest rates ranging from 4.00% to 5.00%.	$ 361,885,000

In accordance with the bond maturity schedule, the approximate annual debt service requirements to maturity for the 2017B Refunding Bonds payable throughout the term of the bonds are as follows:

Year Ending June 30	Principal	Interest	Total
2026	$ 16,590,000	$ 17,824,100	$ 34,414,100
2027	17,415,000	16,994,600	34,409,600
2028	18,290,000	16,123,900	34,413,900
2029	19,205,000	15,209,400	34,414,400
2030	32,270,000	14,249,100	46,519,100
2031-2035	142,505,000	47,585,300	190,090,300
2036-2039	115,610,000	14,513,600	130,123,600
	$ 361,885,000	$ 142,500,000	$ 504,385,000

Note 7. Long-term Obligations, Continued

The refunding was undertaken to advance refund all of the outstanding 2010A Bonds and the callable portion of the outstanding 2013 Sales Tax Bonds in the amounts of $37,630,000 and $372,445,000, respectively, and reduce future debt service payments. The reacquisition price exceeded the net carrying amount of the old debt by approximately $41,742,900. This amount is reflected as a deferred outflow of resources and amortized over the life of the old debt, which is the same as the 2017B Refunding Bonds obligation. At June 30, 2025, the unamortized deferred amount on refunding was approximately $25,298,699.

2018 Sales Tax Revenue Refunding Bonds (Limited Tax Bonds), Series A (Tax-exempt):	Outstanding
In April 2018, the Commission issued sales tax revenue bonds of $64,285,000 at a premium of $10,723,789 to refund all of the outstanding Series B and Series C bonds issued in 2009 and finance a termination payment in connection with an interest rate swap agreement with Bank of America. The refunding was undertaken to eliminate certain risks associated with managing the Commission's variable rate debt. The outstanding 2018 Refunding Bonds mature in annual installments ranging from $6,295,000 to $7,290,000 on various dates from June 1, 2025 through June 1, 2029 at interest rates ranging from 4.00% to 5.00%.	$ 27,160,000

In accordance with the bond maturity schedule, the approximate annual debt service requirements to maturity for the 2018 Refunding Bonds payable throughout the term of the bonds are as follows:

Year Ending June 30	Principal	Interest	Total
2026	$ 6,295,000	$ 1,358,000	$ 7,653,000
2027	6,620,000	1,043,200	7,663,200
2028	6,955,000	712,300	7,667,300
2029	7,290,000	364,500	7,654,500
	$ 27,160,000	$ 3,478,000	$ 30,638,000

Toll revenue bonds payable: : In July 2010, the Commission authorized the issuance and sale of not to exceed $900 million of toll revenue bonds related to the 91 Project. In March 2020, the Commission authorized the issuance and sale of not to exceed $725 million of toll revenue refunding bonds related to the RCTC 91 Express Lanes. In October 2021, the Commission authorized the issuance of toll revenue refunding bonds (2021 Toll Refunding Bonds) consisting of $88,735,000 senior lien federally taxable bonds, $450,629,000 senior lien tax-exempt bonds, and $75,695,000 second lien tax-exempt bonds. The proceeds of the 2021 Toll Refunding Bonds were used to refund a portion of the RCTC 91 Express Lanes 2013 Toll Revenue capital interest bonds (CIBs), pay the purchase price of the 2013 Toll Revenue CIBs accepted for tender for cash, refund and prepay the TIFIA loan, fund capitalized interest, make deposits to required reserves, and pay costs of issuance. Certain senior lien tax-exempt bonds issued were exchanged for certain 2013 Toll Revenue CIBs accepted for exchange. Additionally, the Commission deposited available funds with an escrow agent to defease approximately $28,919,000 in accreted value of the 2013 Toll Revenue capital appreciation bonds (CABs) maturing in the years 2022 through 2025 and 2027 through 2029. The amount outstanding on the 2013 Toll Revenue CABs on June 30, 2025, is $10,921,649. Cost of issuance of $3.8 million was expended in connection with the issuance of the 2021 Toll Refunding Bonds. Loss on refunding in the amount of $6.7 million was recognized in connection with the issuance of the 2021 Toll Refunding Bonds.

Note 7. Long-term Obligations, Continued

In accordance with the bond maturity schedule, the approximate annual debt service requirements to maturity for the 2013 Toll Bonds CABs payable throughout the term of the bonds are as follows:

2013 Toll Revenue Bonds, Series B (Capital Appreciation Obligation):	Outstanding
In July 2013, the Commission issued $52,829,602 principal amount of serial CABs to fund a portion of the 91 Project, pay capitalized interest during construction, fund a debt service reserve fund, fund an initial amount for an operations and maintenance fund, and pay costs of issuance. In October 2021, the Commission refunded a portion of the 2013 Series B Senior Bonds. The CABs will not pay current interest as interest will be compounded commencing December 2021 semiannually and paid at maturity. Therefore, the CABs will increase in value, or accrete, by the accumulation of such compounded interest from its initial principal amount to the maturity value in installments ranging from $4,580,000 to $34,220,000 on various dates from June 1, 2025, through June 1, 2043. Interest rates and yield to maturity range from 3.00% to 4.00%. During 2025, the accretion amount was $5,025,689; the aggregate accretion through June 30, 2025, is $16,743,800. On June 1, 2025, a principal payment was made in the amount of $4,580,000.	$ 73,147,000

Year Ending June 30	Principal	Interest	Total
2026	$ 3,681,000	$ 5,095,100	$ 8,776,100
2027	3,312,500	5,145,400	8,457,900
2028	4,179,600	5,203,100	9,382,700
2029	4,944,800	5,146,200	10,091,000
2030	1,942,900	4,960,800	6,903,700
2031-2035	18,144,100	22,436,400	40,580,500
2036-2040	-	23,052,400	23,052,400
2041-2043	21,081,600	12,338,600	33,420,200
	$ 57,286,500	$ 83,378,000	$ 140,664,500

2021 Toll Revenue Refunding Bonds, Series A:	Outstanding
In October 2021, the Commission issued $88,735,000 principal amount to (i) refund a portion of the Commission's outstanding Toll Revenue Senior Lien Bonds, 2013 Series A (current interest obligations), (ii) fund capitalized interest with respect to the 2021 Series A Senior Bonds, (iii) make a deposit to the 2013 Bonds Reserve Account (which secured the 2021 Series A Senior Bonds and the 2013 Series B Senior Bonds), and (iv) pay certain costs of issuance of the 2021 Series A Senior Bonds. The outstanding 2021 Toll Revenue Refunding Bonds, Series A mature in annual installments ranging from $2,305,000 to $27,750,000 on various dates from June 1, 2030 to June 1, 2041 at interest rates from 2.477% to 3.335%.	$ 88,735,000

Year Ending June 30	Principal	Interest	Total
2026	$ -	$ 2,725,300	$ 2,725,300
2027	-	2,725,300	2,725,300
2028	-	2,725,300	2,725,300
2029	-	2,725,300	2,725,300
2030	4,335,000	2,725,300	7,060,300
2031-2035	42,045,000	12,087,400	54,132,400
2036-2040	27,750,000	3,303,100	31,053,100
2041	14,605,000	487,300	15,092,300
	$ 88,735,000	$ 29,504,300	$ 118,239,300

Note 7. Long-term Obligations, Continued

2021 Toll Revenue Refunding Bonds, Series B-1: **Outstanding**

In October 2021, the Commission issued $437,895,000 principal amount at a premium of $46,512,600 to (i) refund and prepay a portion of the Commission's outstanding Toll Revenue Subordinate Bonds, 2013 TIFIA Series by prepaying a corresponding portion of its obligations under the related TIFIA Loan Agreement, (ii) pay the purchase price of 2013 Series A Senior Bonds accepted for tender for cash, (iii) make a deposit to the 2021 Series B Senior Bonds Reserve Account, and (iv) pay certain costs of issuance of the 2021 Series B Senior Bonds. The outstanding 2021 Toll Revenue Refunding Bonds, Series B-1 mature in annual installments ranging from $5,010,000 to $65,105,000 on various dates from June 1, 2037 to June 1, 2049 at interest rates from 3.000 to 4.000%. $ 437,895,000

Year Ending June 30	Principal	Interest	Total
2026	$ -	$ 16,065,800	$16,065,800
2027	-	16,065,800	16,065,800
2028	-	16,065,900	16,065,900
2029	-	16,065,900	16,065,900
2030		16,065,900	16,065,900
2031-2035	-	80,329,200	80,329,200
2036-2040	151,110,000	72,143,400	223,253,400
2041-2045	136,780,000	42,290,300	179,070,300
2046-2049	150,005,000	13,008,150	163,013,150
	$ 437,895,000	$ 288,100,350	$ 725,995,350

2021 Toll Revenue Refunding Bonds, Series B-2: **Outstanding**

In October 2021, the Commission issued $12,734,000 principal amount together with the 2021 Series B-1 Senior Bonds, the 2021 Series B Senior Bonds exchanged for the 2013 Series A Senior Bonds accepted a tender for exchange. The outstanding 2021 Toll Revenue Refunding Bonds, Series B-2 mature in annual installments ranging from $1,894,000 to $5,420,000 on various dates from June 1, 2044 to June 1, 2048 at an interest rate of 3.000%. $ 12,734,000

Year Ending June 30	Principal	Interest	Total
2026	$ -	$ 382,000	$ 382,000
2027	-	382,000	382,000
2028	-	382,000	382,000
2029	-	382,000	382,000
2030	-	382,000	382,000
2031-2035	-	1,910,100	1,910,100
2036-2040	-	1,910,100	1,910,100
2041-2045	1,894,000	1,853,280	3,747,280
2046-2048	10,840,000	813,100	11,653,100
	$ 12,734,000	8,396,580	$ 21,130,580

Note 7. Long-term Obligations, Continued

2021 Toll Revenue Refunding Bonds, Series C:	Outstanding
In October 2021, the Commission issued $75,695,000 principal amount at a premium of $9,455,800, to (i) refund and prepay the remaining portion of the Commission's outstanding TIFIA Obligations and (ii) pay certain costs of issuance of the 2021 Series C Second Lien Bonds. The outstanding 2021 Toll Revenue Refunding Bonds, Series C mature in annual installments ranging from $17,585,000, to $58,110,000 on various dates from June 1, 2046 to June 1, 2047 at an interest rate of 4.000%.	$ 75,695,000

Year Ending June 30	Principal	Interest	Total
2026	$ -	$ 3,027,800	$ 3,027,800
2027	-	3,027,800	3,027,800
2028	-	3,027,800	3,027,800
2029	-	3,027,800	3,027,800
2030	-	3,027,800	3,027,800
2031-2035	-	15,139,000	15,139,000
2036-2040	-	15,139,000	15,139,000
2041-2045	-	15,139,000	15,139,000
2046-2047	75,695,000	3,731,200	79,426,200
	$ 75,695,000	$ 64,287,200	$ 139,982,200

Commercial paper notes payable: In February 2005, the Commission authorized the issuance of tax-exempt commercial paper notes in an amount not to exceed $200,000,000 for the primary purpose of financing right of way and mitigation land acquisition and project development costs of capital projects under the 2009 Measure A. The Commission reduced the authorization to $60,000,000 in September 2013. As of June 30, 2025, $0 was outstanding in commercial paper notes.

The source of revenue to repay the commercial paper notes and any subsequent long-term debt refinancing is the 2009 Measure A sales tax. Interest is payable on the respective maturity dates of the commercial paper notes, which is up to 270 days from the date of issuance. The maximum allowable interest rate on the commercial paper notes is 12%.

As a requirement for the issuance of the commercial paper notes, the Commission entered into a $60,750,000 irrevocable direct draw letter of credit and reimbursement agreement with State Street Bank and Trust Company (State Street) as credit and liquidity support for the commercial paper notes through June 2025. The commitment fees paid to State Street were $258,694 in 2025.

Funds are drawn under the letter of credit to pay debt service on the commercial paper notes, and the Commission is required to reimburse the bank for such drawings. Amounts drawn on the letter of credit and not reimbursed within 30 days are not due until five years after the date of such draw. Accordingly, the commercial paper notes would be classified as long-term liabilities in the Commission's government-wide financial statements if an amount was owed. There were no unreimbursed drawings by the Commission on the letter of credit during the year ended June 30, 2025, nor were there any amounts outstanding under the letter of credit agreement at June 30, 2025.

Note 7. Long-term Obligations, Continued

The Commission's commercial paper program functions like bond anticipation notes for reporting purposes, as the commercial paper notes are issued and retired with long-term debt issuances. Commercial paper notes are classified as long-term debt if the Commission's letter of credit facility extends at least one year past its fiscal year end; otherwise, the commercial paper notes are classified as a fund liability.

The Commercial paper program was terminated in September 2025. More information is available in Note 14 (Subsequent Events).

Arbitrage rebate: The Tax Reform Act of 1986 instituted certain arbitrage restrictions with respect to the issuance of tax-exempt bonds and commercial paper notes after August 31, 1986. In general, arbitrage regulations deal with the investment of all tax-exempt bond and commercial paper notes proceeds at an interest yield greater than the interest yield paid to bondholders or noteholders. Failure to follow the arbitrage regulations could result in all interest paid to bondholders or noteholders retroactively rendered taxable. In accordance with the arbitrage regulations, if excess earnings were calculated, 90% of the amount calculated would be due to the Internal Revenue Service at the end of each five-year period. The remaining 10% would be recorded as liability and paid after all bonds had been redeemed. During the current year, the Commission performed calculations of excess investment earnings on all bond and commercial paper financings. There was no arbitrage liability at June 30, 2025.

Lease Liability: The Commission has the following leases as of the year ended June 30, 2025:

On November 13, 2023, Commission entered a 60-month lease for the use of Canon copiers. An initial lease liability was recorded in the amount of $42,191. As of June 30, 2025, the value of the lease liability is $42,191. The Commission is required to make monthly fixed payments of $1,103. The lease has an interest rate of 4.0410%. The value of the right to use asset as of June 30, 2025 is $94,398 with accumulated amortization of $56,402.

On March 27, 2018, as amended on January 28, 2025, the Commission entered into a 75-month lease for the use of 4080 Lemon Street, 3rd Floor. An initial lease liability was recorded in the amount of $3,856,996. As of June 30, 2025, the value of the lease liability is $3,122,245. The Commission is required to make monthly fixed payments of $109,322. The lease has an interest rate of 1.5130%. The value of the right to use asset as is June 30, 2025, of $5,697,692 with accumulated amortization of $2,725,150.

The principal and interest expected to maturity for governmental activities is as follows:

Year Ending June 30	Principal	Interest	Total
2026	$ 1,311,534	$ 39,859	$ 1,351,393
2027	1,372,241	19,242	1,391,483
2028	475,199	1,960	477,159
2029	5,462	55	5,517
Total lease liability	$ 3,164,436	$ 61,116	$ 3,225,552

Subscription Liability: The Commission has the following subscription-based IT arrangements at June 30, 2025:

On March 18, 2021, the Commission entered into a 69-month subscription for the use of NetKinetix Cloud Based Data Base System. An initial subscription liability was recorded in the amount of $296,843. As of June

Note 7. Long-term Obligations, Continued

30, 2025, the value of the subscription liability is $80,439. The Commission is required to make annual fixed payments of $37,320. The subscription has an interest rate of 2.4440%. The value of the right to use asset as of June 30, 2025, is $180,493 with accumulated amortization of $105,885. The Commission has 2 extension option(s), each for 12 months.

On April 27, 2022, the Commission entered into a 58-month subscription for the use of Questica Budget Software. An initial subscription liability was recorded in the amount of $828,274. As of June 30, 2025, the value of the subscription liability is $345,895. The Commission is required to make annual fixed payments of $172,535. The subscription has an interest rate of 2.8360%. The value of the right to use asset as of June 30, 2025, is $828,274 with accumulated amortization of $514,101.

On July 1, 2023, the Commission entered into a 36-month subscription for the use of Tyler Munis Enterprise Resource Planning software. An initial subscription liability was recorded in the amount of $263,079. As of June 30, 2025, the value of the subscription liability is $87,019. The Commission is required to make annual fixed payments of $89,757. The subscription has an interest rate of 3.1470%. The value of the right to use asset as of June 30, 2025, is $263,078 with accumulated amortization of $175,482.

On May 5, 2025, the Commission entered into a 36-month subscription for the use of Replica. An initial subscription liability was recorded in the amount of $743,725. As of June 30, 2025, the value of the subscription liability is $493,725. The Commission is required to make annual fixed payments of $250,000. The subscription has an interest rate of 3.48%. The value of the right to use asset as of June 30, 2025, is $743,725 with accumulated amortization of $38,564.

Year Ending June 30	Principal	Interest	Total
2026	$ 519,312	$ 31,696	$ 551,008
2027	459,243	15,244	474,487
2028	28,523	697	29,220
Total subscription liability	$ 1,007,078	$ 47,637	$ 1,054,715

Note 8. Net Position and Fund Balances

Net position: Net investment in capital assets of $532,244,122, as reported on the statement of net position, represents capital assets, net of accumulated depreciation and amortization, of $1,384,189,189 less the related debt of $851,945,067. The related debt includes the portion of the sales tax revenue and toll revenue bonds that was used for the development of tolled express lane capital assets. The deficit in business-type activities will be reduced by future toll revenues for the payment of outstanding toll obligations.

Net Investment in Capital Assets	Governmental Activities	Business-Type Activities	Total
Capital assets, net	$ 559,309,073	$ 824,880,116	$1,384,189,189
Less: related debt	(243,752,311)	(608,192,756)	(851,945,067)
Total	$ 315,556,762	$ 216,687,360	$ 532,244,122

Additionally, the statement of net position reports $1,860,702,770 of restricted net position, of which $622,310,122 is restricted by enabling legislation (Measure A) with the remaining balance reported as an unrestricted deficit of $449,129,325.

Note 8. Net Position and Fund Balances, Continued

Fund balances:

Governmental Funds:

Measure A: Measure A sales tax revenues are allocated to the three defined geographic areas of Riverside County, consisting of Western County, Coachella Valley, and Palo Verde Valley in proportion to the funds generated within those areas. Revenues must then be allocated to the programs of the geographic areas according to percentages as defined by the Measure A ordinance and are legally restricted for applicable program expenditures. Bond and commercial paper note proceeds are allocated to the geographic areas based on the estimated uses. Accordingly, the related fund balances are classified as follows:

Highways: Funds are to be used for project costs including engineering, right of way acquisitions, and construction of the Western County highways and Coachella Valley highways and regional arterials. Funds for new corridors are to be used for environmental clearance, right of way acquisition, and construction of four new Western County transportation corridors identified through CETAP. In order to attract commercial and industrial development and jobs in the Western County, funds are expended to create an infrastructure improvement bank to improve and construct interchanges, provide public transit linkages or stations, and make other improvements to the transportation system. Funds are also provided to support bond financing costs. These program funds are intended to supplement existing federal, state, and local resources. Coachella Valley highway and regional arterial funds are matched by TUMF revenues generated in the Coachella Valley. Accordingly, funds for highways, Coachella Valley regional arterials, new corridors, economic development, and bond financing are reflected as restricted for these specific purposes as stipulated by the 1989 Measure A and 2009 Measure A.

Commuter rail: Funds for rail operations and to match federal funds for capital are restricted as stipulated by the 2009 Measure A Western County public transit program. Certain state revenues are restricted for the planning and development of the new Coachella Valley/San Gorgonio Pass corridor rail service.

Regional arterials: Funds for regional arterials are used to implement the planned Western County regional arterial system, as defined by WRCOG.

Local streets and roads: Funds to be expended by local jurisdictions for the construction, repair, and maintenance of local streets and roads are reflected as restricted as stipulated by the 2009 Measure A. The County and local cities are required to supplement those expenditures with other previously dedicated revenue sources to maintain road improvements. Monies are disbursed to the jurisdictions which comply with the requirements to maintain the same level of funding for streets and roads as existed prior to the passage of the 2009 Measure A and participate in TUMF (as applicable in the Western County and Coachella Valley areas) and the MSHCP in Western County and which annually submit a five-year capital improvement plan.

Commuter assistance and transit: Funds for public transit are used to promote and subsidize commuter assistance programs such as ridesharing and telecommuting and specialized transportation to guarantee reduced transit fares, expand existing transit services, and implement new transit services for seniors and persons with disabilities. These funds are restricted as stipulated by the 2009 Measure A. Funds for intercity bus services in Western County and bus replacement and more frequent service in the Coachella Valley are restricted as stipulated by the 2009 Measure A.

Debt service: Certain bond proceeds that have been used to make required sinking fund payments in the Debt Service fund as required by the bond agreements are classified as restricted. Amounts held by the trustee equal to the maximum annual debt service are recorded in the Debt Service fund as restricted.

Note 8. Net Position and Fund Balances, Continued

Transportation Development Act: Restricted fund balance for the LTF represents the apportionments related to transit programs by geographic area, bicycle and pedestrian facilities, planning and programming services, and unapportioned revenues. Restricted fund balance for the STA and State of Good Repair represents the apportionments for transit by geographic area. The TDA restrictions at June 30, 2025 are as follows:

	Local Transportation Fund	State Transit Assistance	State of Good Repair	Total
Bicycle and pedestrian facilities	$ 14,337,023	$ -	$ -	$ 14,337,023
Transit and specialized transportation				
Western County:				
Bus transit:				
City of Banning	(14)	6,628,921	2,418	6,631,325
City of Beaumont	100,000	3,622,301	7,682	3,729,983
City of Corona	-	1,506,955	22,077	1,529,032
City of Riverside	-	1,729,674	(90,952)	1,638,722
Riverside Transit Agency	5,417,418	28,795,252	4,988,259	39,200,929
Apportioned and unallocated	272,408,329	48,288,291	2,994,677	323,691,297
Commuter rail:				
Commission	-	4,150,758	1,076,991	5,227,749
Apportioned and unallocated	46,516,436	48,974,692	968,987	96,460,115
Total Western County	324,442,169	143,696,844	9,970,139	478,109,152
Coachella Valley:				
BusTransit				
SunLine Transit Agency	2,518,297	21,703,484	4,353,218	28,574,999
Apportioned and unallocated	52,065,397	3,051,925	1,284,767	56,402,089
Commuter rail:				
Commission	-	2,333,946	-	2,333,946
Apportioned and unallocated	-	276,942	-	276,942
Total Coachella Valley	54,583,694	27,366,297	5,637,985	87,587,976
Palo Verde Valley:				
Palo Verde Valley Transit Agency	-	872,315	76,988	949,303
Apportioned and unallocated for transit	3,441,705	319,875	203,112	3,964,692
Total Palo Verde Valley	3,441,705	1,192,190	280,100	4,913,995
Unapportioned funds	23,513,408	-	-	23,513,408
Total bicycle and pedestrian facilities	14,337,023	-	-	14,337,023
Total commuter rail	46,516,436	55,736,338	2,045,978	104,298,752
Total transit and specialized transportation	359,464,540	116,518,993	13,842,246	489,825,779
Total	$ 420,317,999	$ 172,255,331	$ 15,888,224	$ 608,461,554

Commuter rail: Restricted fund balances in the General fund and a nonmajor governmental fund represent TDA monies to be used for commuter rail operations and capital.

Transportation Uniform Mitigation Fee: TUMF revenues to be received by the Commission are to be used for new CETAP corridors and the regional arterial system in Western County and are restricted as follows:

CETAP: Funds for the development of new transportation corridors are used to provide congestion relief and mobility within the County and between the County and its neighboring Orange and San Bernardino counties. Funds will be matched by revenues of $370 million generated from the 2009 Measure A.

Note 8. Net Position and Fund Balances, Continued

Regional arterials: Funds for regional arterials are used to implement the planned Western County regional arterial system. Funds will be matched by revenues of $300 million generated from the 2009 Measure A.

Prepaid amounts: Prepaid amounts are reported as nonspendable fund balance as they are in nonspendable form.

Motorist assistance: Funds in the Service Authority for Freeway Emergencies and Freeway Service Patrol Special Revenue funds are reported as nonmajor governmental funds of $8,827,790 and $6,979,265, respectively, to assist motorists on County roads are restricted as stipulated by the State.

Proprietary Funds:

RCTC 91 Express Lanes: Restricted net position for toll operations consists of net toll revenues from toll operations in the RCTC 91 Express Lanes Enterprise fund in accordance with the toll bond indenture and for other post-employment benefits.

15 Express Lanes: Restricted net position for toll operations consist of net toll revenues from toll operations in the 15 Express Lanes Enterprise fund in accordance with the applicable tolling statutory authority and for other post-employment benefits.

Note 9. Commitments and Contingencies

Real property and project agreements: The Commission has entered into other agreements in the ordinary course of business with companies and other governmental agencies for the acquisition of real property as well as the engineering and construction of certain highway and commuter rail projects. These agreements, which are significant, are funded with available and future revenues and debt proceeds.

Litigation: Certain claims involving disputed construction costs and property acquisition costs, including goodwill claims, have arisen in the ordinary course of business. Additionally, the Commission is a defendant in lawsuits. Although the outcome of these matters is not presently determinable, management does not expect that the resolution of these matters will have a material adverse impact on the financial condition of the Commission.

Note 10. Joint Agreements

Joint ventures: The Commission is one of five members of the SCRRA, an independent joint powers authority created in June 1992. The SCRRA's board consists of one member from the Ventura County Transportation Commission; two each from the Orange County Transportation Authority (OCTA), the San Bernardino Associated Governments, and the Commission; and four members from the Los Angeles County Metropolitan Transportation Authority. The SCRRA is responsible for implementing and operating a regional commuter rail system (Metrolink) in five southern California counties. As a member of SCRRA, the Commission makes capital and operating contributions for its pro rata share of rail lines servicing the County. The Commission expended $30,698,621 and $3,964,528 during 2025 for its share of Metrolink operating and capital costs, respectively. As of June 30, 2025, cumulative capital contributions

Note 10. Joint Agreements, Continued

were $72,689,913. Other funds for rail service are contributed to the SCRRA by the State from state rail bonds on behalf of the Commission. Separate financial statements are prepared by and available from the SCRRA, which is located at 900 Wilshire Boulevard, Suite 1500, Los Angeles, California 90017.

In May 2013 the Commission became a full voting member of the Los Angeles—San Diego—San Luis Obispo (LOSSAN) Rail Corridor Agency with the intent to have greater involvement in regional rail issues because of its legal ownership rights regarding passenger rail service between Fullerton and Los Angeles. The LOSSAN Rail Corridor Agency is a locally governed joint powers authority comprised of 13 agencies created to oversee the intercity passenger rail service in the travel corridor between San Diego and San Luis Obispo County. The Commission's share of administration costs is subject to future negotiations; however, during 2025 the Commission contributed $0 for administration efforts.

In May 2017, the Commission became a member of the California Vanpool Authority (CalVans) to share resources and provide public vanpool transportation options for the traveling public. CalVans is a joint powers authority comprised of 12 agencies created to operate vanpool services within the territories of the member agencies. The Commission did not expend any funds during 2025 for CalVans.

RCTC 91 Express Lanes cooperative agreements: The RCTC 91 Express Lanes are jointly operated with the existing OCTA 91 Express Lanes and collectively referred to as the 91 Express Lanes.

Under the Orange-Riverside Cooperative Agreement, which was entered into in December 2011, the Commission and OCTA agreed on the use of the same initial toll operator, cost and revenue sharing, toll policies, business rules, interoperability of technology, and marketing activities as well as OCTA review of design plans and construction activities for the 91 Project.

In May 2013 the Commission entered into a three-party agreement with OCTA and the third-party toll operator, for the operations of the 91 Express Lanes. This ensures a streamlined and consistent intercounty travel for motorists on the OCTA 91 Express Lanes in Orange County and RCTC 91 Express Lanes in Riverside County. The third-party toll operator provides operating services in the annual amount of $6,087,538 plus inflation for five initial years with two extension options, subject to Board of Commissioners approval. The third-party toll operator is responsible for the day-to-day operations of the toll facility; another contractor is responsible for maintaining the roadside toll collection system under a separate agreement with the Commission. The three-party agreement expired on March 6, 2022 and was amended March 7, 2022.

In November 2019, the Commission awarded an agreement to the third-party operator to develop and install a new back-office system and to provide express lane operator services, including the back office and customer services center. The agreement is a three-party contract including OCTA. The contract has a five-year term beginning upon completion and implementation of the new back-office system, plus two 3-year options, to operate both the OCTA and RCTC 91 Express Lanes. The operating term began on March 7, 2022 with the conversion to the new back-office system.

RCTC I 15 Express Lanes cooperative agreements: In January 2017 the Commission entered into a toll operator agreement, for the operations of the 15 Express Lanes. The toll operator is responsible for day-to-day operations of the toll collection system. The toll operator agreement expires in April 2031. In August 2024, the ten-year extension options were exercised, and the agreement will expire April 2041. The toll operator agreement provides operating services to the Commission in the annual amount of $7,755,600 for the first two years of operations. Thereafter, annual amounts are based on variable pricing.

Note 10. Joint Agreements, Continued

I-15 Corridor Freight and Express Lanes Project: The Commission and San Bernardino County Transportation Agency (SBCTA) entered into a Cooperative Agreement (Agreement) on May 24, 2023, formalizing the coordination of the toll facilities between Riverside and San Bernadino counties; collectively referred to as the I-15 Corridor Freight and Express Lanes project or I-15 Next. Specifically, the Agreement requires the Commission to assign approximately 2.2 miles of its existing RCTC 15 Toll Lanes to SBCTA in exchange for annual toll revenue payments payable by SBCTA.

Assignment of the facility will be made when construction on the facility impacts the RCTC I-15 Express Lanes.

As of June 30, 2025, no impacts have been incurred by the existing RCTC 15 Express Lanes as a result of entering into this Agreement. However, SBCTA will reimburse RCTC 15 Express Lanes for any impacts during construction phase of the project. Furthermore, assignment of the RCTC 15 Express Lanes will not occur until sixty (60) days prior to project completion estimated to occur during calendar year 2028.

Management services agreement: The Commission and RCA entered into an Implementation and Management Services Agreement effective January 1, 2021. Under the agreement, the Commission shall administer, coordinate, and supervise the activities of the RCA as set forth in the RCA Joint Exercise of Powers Agreement and shall act for RCA in accomplishing its purposes. RCA oversees and administers the Multiple Species Habitat Conservation Plan (MSHCP), one of America's most ambitious environmental efforts, in support of its Member Agencies. The MSHCP is a comprehensive, multi-jurisdictional habitat conservation plan focusing on the permanent conservation of 500,000 acres and the protection of 146 covered species, including 33 that are currently listed as threatened or endangered. RCA reimbursed the Commission $9,842,432 during the year ended June 30, 2025 in connection with the management services provided under this agreement.

Note 11. Employees' Pension Plans

General Information about the CalPERS Pension Plan: The Commission contracts with CalPERS to provide its employees retirement as well as death and retirement disability benefits, which are paid by the CalPERS under a cost sharing multiple-employer plan. CalPERS issues publicly available reports that include a full description of the pension plan regarding benefit provisions, assumptions and membership information that can be obtained from its executive office located at 400 P Street, Sacramento, California 95814, or by visiting the CalPERS website at www.calpers.ca.gov. All permanent Commission employees are eligible to participate in the Miscellaneous Employee Pension Plan, cost-sharing multiple employers defined benefit pension plan administered by CalPERS. Benefit provisions under the Plan are established by State statute and Commission resolution.

Benefits Provided – CalPERS provides service retirement and disability benefits, annual cost of living adjustments, and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full-time employment. Employees hired prior to January 1, 2013 and attaining the age of 55 with five years of credited California service (service) are eligible for normal retirement and are entitled to a monthly benefit of 2.7% of their final compensation for each year of service. Final compensation is defined as the highest annual salary earned. Retirement may begin at age 50 with a reduced benefit rate. The plan also credits employees for unused sick leave. Employees hired on or after January 1, 2013 who are not "classic" members and attaining the age of 62 with five years of credited service are eligible for normal retirement and are entitled to a monthly benefit of 2% of their three-year

Note 11. Employees' Pension Plans, Continued

final compensation for each year of service. Retirement may begin at age 52 with a reduced benefit rate. Upon separation from the plan prior to retirement, members' accumulated contributions are refundable with interest credited through the date of separation. All members are eligible for non-duty disability benefits after 10 years of service. The pre-retirement death benefit is one of the following: the 1957 Survivor Benefit – level 3 or the Optional Settlement 2W Death Benefit. The post-retirement death benefit is one of the following: lump sum or survivor allowance. The cost-of-living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The Plan provisions and benefits in effect at June 30, 2025, are summarized as follows:

	Miscellaneous	
Hire date	Prior to January 1, 2013	On or after January 1, 2013
Benefit formula	2.7% @ 55	2% @ 62
Benefit vesting schedule	5 years of service	5 years of service
Benefit payments	Monthly for life	Monthly for life
Retirement age	50 – 55	52 – 62
Monthly benefits, as a % of eligible compensation	2.0% to 2.7%	1.0% to 2.0%
Required employee contribution rates	8.00%	8.50%
Required Commission contribution rates	17.91%	8.70%

Contributions – Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in rate. Funding contributions for the Plan are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The Commission is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

For the year ended June 30, 2025, the contributions recognized as part of pension expense for the Plan were as follows:

	Miscellaneous
Contributions – Commission	$ 1,650,418
Contributions – Employee	$ 891,048

Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions:

As of June 30, 2025, the Commission reported a net pension liability for its proportionate shares of the net pension liability of the Plan as follows:

	Proportionate Share of Net Pension Liability
Miscellaneous	$ 3,204,274

Note 11. Employees' Pension Plans, Continued

The Commission's net pension liability for the Plan is measured as the proportionate share of the net pension liability. The net pension liability of the Plan is measured as of June 30, 2024, and the total pension liability for the Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2023 rolled forward to June 30, 2024 using standard update procedures. The Commission's proportion of the net pension liability was based on a projection of the Commission's long-term share of contributions to the pension plan relative to the projected contributions of all participating employers, actuarially determined. The Commission's proportionate share of the net pension liability for the Plan as of June 30, 2024 and 2025 is as follows:

Miscellaneous	
Proportion – June 30, 2024	0.06643%
Proportion – June 30, 2025	0.06625%
Change – Increase (Decrease)	-0.00018%

For the year ended June 30, 2025, the Commission recognized pension expense of $3,002,699. At June 30, 2025, the Commission reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	$ 1,650,418	$ -
Differences between actual and expected experiences	277,039	10,810
Changes in assumptions	82,357	-
Differences between contributions and the proportionate share of contributions	-	1,061,629
Changes in Commission's proportion	2,359,756	-
Net differences between projected and actual earnings on plan investments	184,466	-
Total	$ 4,554,036	$1,072,439

The $1,650,418 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the subsequent fiscal year. Other amounts reported as deferred outflows of resources and deferred (inflows) of resources related to pensions will be recognized as pension expense as follows:

Year Ending June 30	
2026	$ 1,325,655
2027	494,156
2028	74,582
2029	(63,214)
	$ 1,831,179

Note 11. Employees' Pension Plans, Continued

Actuarial Methods and Assumptions – The total pension liability in the June 30, 2023 actuarial valuation was determined using the following actuarial assumptions:

	Miscellaneous
Valuation Date	June 30, 2023
Measurement Date	June 30, 2024
Actuarial Cost Method	Entry-Age Normal Cost Method
Actuarial Assumptions:	
Discount Rate	6.90%
Inflation	2.30%
Projected Salary Increase	Varies by entry age and service
Investment Rate of Return	6.90% net of pension plan investment and administrative expenses, includes inflation
Mortality	Derived using CalPERS' membership data for all funds

The mortality table was developed based on CalPERS specific data. The rates incorporate Generational Mortality to capture ongoing mortality improvement using 80% of Scale MP 2020 published by the Society of Actuaries. Further details of the experience study can be found on the CalPERS website.

Discount Rate – The discount rate used to measure the total pension liability was 6.90% for the Plan. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Long-Term Expected Rate of Return – In determining the long-term expected rate of return, CalPERS considered long-term market return expectations as well as the expected pension fund cash flows. Projected returns for all asset classes are estimated and combined with risk estimates, are used to project compound (generic) returns over the long-term. The discount rate used to discount liabilities was informed by the long-term projected portfolio return.

The table below reflects the expected real rates of return by asset class.

Asset Class	Current Target Allocation	Real Return Years 1 - 10 [1,2]
Global equity - cap-weighted	30%	4.54%
Global equity - non-cap weighted	12%	3.84%
Private equity	13%	7.28%
Treasury	5%	0.27%
Mortgage-backed securities	5%	0.50%
Investment grade corporates	10%	1.56%
High yield	5%	2.27%
Emerging market debt	5%	2.48%
Private debt	5%	3.57%
Real assets	15%	3.21%
Leverage	(5%)	(0.59%)
Total	100%	

(1) An expected inflation rate of 2.3% used for this period.

(2) Figures are based on the 2021/22 Asset Liability Management study

Note 11. Employees' Pension Plans, Continued

Sensitivity of the Collective Net Pension Liability to Changes in the Discount Rate – The following presents the Commission's collective net pension liability/(asset) for the Plan, calculated using the discount rate for the Plan, as well as what the Commission's collective net pension asset would be if it were calculated using a discount rate that is 1% below or 1% higher than the current rate:

Miscellaneous	
1% Decrease	5.90%
Net Pension Liability	$11,067,371
Current Discount Rate	6.90%
Net Pension Liability	$3,204,274
1% Increase	7.90%
Net Pension Asset	$(3,268,211)

Pension Plan Fiduciary Net Position – Detailed information about the pension plan's fiduciary net position is available in the separately issued CalPERS financial reports.

Payable to the Pension Plan – At June 30, 2025, the Commission reported a payable of $0 for the outstanding amount of contributions to the pension plan required for the year ended June 30, 2025.

401(a) plan: The Commission offers its employees a 401(a) single employer defined contribution plan referred to as the Money Purchase Plan & Trust (Plan), which covers all permanent full-time employees. Employees are fully vested in the Plan after five years. The Plan, which is administered by the International City/County Management Association (ICMA), requires the Commission to make a contribution of 7.5% of the employees' earnings for the Plan year. Fiduciary responsibility and reporting of the Plan assets rests with ICMA. The Commission has the authority to amend the contribution requirements. Total payroll for covered employees for the current year was $11,339,611. The Commission's contributions to the Plan were $842,008 for the year ended June 30, 2025.

Note 12. Post-employment Benefits Other Than Pensions (OPEB)

Plan description – The Commission's OPEB plan through the CERBT, is an agent multiple-employer defined benefit plan for eligible retirees and their dependents. CERBT issues a publicly available financial report that can be obtained from its executive office or its website.

Benefits provided – The Commission provides post-employment health benefits for eligible retirees and their dependents at retirement. For employees hired on or after January 1, 2007, retirees must have a minimum of 10 years of PERS service and no less than five years of Commission service in order to receive post-employment health benefits in accordance with PERS as per Government Code Section 22893. For employees hired prior to January 1, 2007, retirees are not required to meet the eligibility criteria and may receive post-employment health benefits at the monthly health benefit rate paid for active employees, which was $1,500 at June 30, 2025. The Commission's contributions toward premiums for retiree health insurance are coordinated with Medicare and other benefits provided by federal and state law, when available, to the extent it reduces the cost of insurance premiums.

Note 12. Post-employment Benefits Other Than Pensions (OPEB), Continued

Employees covered by benefit terms at June 30, 2025 are as follows:

Inactive employees or beneficiaries currently receiving benefit payments	35
Inactive employees entitled to but not yet receiving benefits	-
Active employees	77
Total	112

Contributions – The contribution requirements of plan members are established and may be amended by the Commission. The Commission has adopted a policy to fund 100% of the actuarially determined amount. For the year ended June 30, 2025, the Commission's average contribution rate was 14.50% of covered-employee payroll. Employees are not required to contribute to the plan.

Net OPEB Asset – The Commission's net OPEB asset was measured as of June 30, 2024, and the total OPEB asset used to calculate the net OPEB asset was determined by an actuarial valuation as of that date.

Actuarial assumptions – The total OPEB liability in the June 30, 2023 actuarial valuation was determined using the following assumptions, applied to all periods included in the measurement, unless otherwise specified:

Actuarial Assumptions	June 30, 2024 Measurement Date
Inflation	2.50% per annum
Discount rate	5.25% per annum
Salary increases	2.75% aggregate
Investment rate of return	5.25%
Healthcare cost trend rates	Non-Medicare: 8.50% for 2025, decreasing to an ultimate rate of 3.45% in 2076 and later years Medicare: 7.50% for 2025, decreasing to an ultimate rate of 3.45% in 2076 and later years

Mortality rates are based on projected fully generational with Scale MP-2021.

The actuarial assumptions used in the June 30, 2023 actuarial valuation was based on the results of an actuarial experience study for the period July 1, 2023 to June 30, 2024.

The long-term expected rate of return on OPEB plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of OPEB Plan investment expenses and inflation) are developed for each major asset class.

These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by target asset allocation percentage and by adding expected inflation.

Note 12. Post-employment Benefits Other Than Pensions (OPEB), Continued

Best estimates of geometric real rates of return for each major asset class included in the OPEB Plan's target asset allocation adopted as of June 30, 2023, as provided by CERBT – Strategy 2, are summarized in the following table:

Asset Class	Target Allocation Strategy 2	Expected Real Rate of Return
Global equity	34%	4.56%
Fixed income	41%	1.56%
TIPS	5%	(0.08%)
Commodities	3%	1.22%
REITs	17%	4.06%
Total	100%	

Discount rate – The discount rate to measure the total OPEB asset was 5.25%. The projection of cash flows used to determine the discount rate assumed that contributions from the Commission will be made at actuarially determined contribution rates. Based on this assumption, the OPEB plan's fiduciary net position was projected to be available to make projected OPEB payments for current and inactive employees. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB asset.

Changes in the Net OPEB Liability (Asset) – The changes in the net OPEB liability (asset) from the measurement date of June 30, 2023 to June 30, 2024 are as follows:

	Increase (Decrease)		
	Total OPEB Liability (Asset)	Plan Fiduciary Net Position	Net OPEB Liability (Asset)
Balances at June 30, 2023 (measurement date)	$ 11,068,100	$ 11,300,300	$ (232,200)
Changes for the year:			
Service cost	884,900	-	884,900
Interest	615,300	-	615,300
Experience gains/losses	-	-	-
Assumption changes	-	-	-
Contributions – employer	-	1,357,500	(1,357,500)
Net investment income	-	959,700	(959,700)
Benefit payments	(467,200)	(467,200)	-
Administrative expense	-	(5,100)	5,100
Net changes	1,033,000	1,844,900	(811,900)
Balances at June 30, 2024 (measurement date)	$ 12,101,100	$ 13,145,200	$ (1,044,100)

Note 12. Post-employment Benefits Other Than Pensions (OPEB), Continued

Sensitivity of the net OPEB liability to changes in the discount rate – The following table presents the Commission's net OPEB liability (asset), as well as what the Commission's net OPEB liability would be if it were calculated using a discount rate that is 1% below or 1% higher than the current discount rate:

Changes in the Discount Rate	
1% Decrease	4.25%
Net OPEB Liability	$737,600
Current Discount Rate	5.25%
Net OPEB Asset	($ 1,044,100)
1% Increase	6.25%
Net OPEB Asset	$(2,494,600)

Sensitivity of the net OPEB liability (asset) to changes in the healthcare cost trend rates – The following table presents the net OPEB liability (asset) as well as what the Commission's net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1% below or 1% higher than the current healthcare cost trend rates:

Changes in the Healthcare Cost Trend Rate	
1% Decrease	1% Decrease
Net OPEB Asset	($ 2,792,000)
Current Healthcare Trend Rate	Current Trend
Net OPEB Asset	$(1,044,100)
1% Increase	1% Increase
Net OPEB Liability	$1,149,700

OPEB plan fiduciary net position – Detailed information about the OPEB plan's fiduciary net position is available in the separately issued CERBT financial reports at https://www.calpers.ca.gov/employers/benefit-programs/cerbt.

OPEB expense and deferred outflows of resources and deferred inflows of resources related to OPEB – For the year ended June 30, 2024, the Commission recognized OPEB expense/(income) of $1,021,200. At June 30, 2025 the Commission reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources.

	Deferred Outflows of Resources	Deferred Inflows of Resources
Contributions subsequent to measurement date	$ 1,454,300	$ -
Changes in assumptions	466,800	49,300
Differences between actual and expected experiences	146,300	247,600
Net differences between projected and actual earnings on plan investments	390,900	-
Total	$ 2,458,300	$ 296,900

Note 12. Post-employment Benefits Other Than Pensions (OPEB), Continued

The $1,454,300 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net OPEB asset in the subsequent fiscal year. Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ending June 30	
2026	$ 118,900
2027	399,200
2028	(7,500)
2029	(22,200)
2030	72,900
Thereafter	145,800
	$ 707,100

Payable to the OPEB Plan – At June 30, 2025 the Commission reported a payable of $0 for the outstanding amount of contributions to CERBT required for the year ended June 30, 2025.

Note 13. Measure A Conformance Requirements

Measure A requires that the sales taxes collected may only be used for transportation purposes including administration and construction, capital acquisition, maintenance, and operation of streets, roads, highways including state highways, and public transit systems and for related purposes. These purposes include expenditures for planning, environmental reviews, engineering and design costs, and related right of way acquisition.

Note 14. Subsequent Events

On September 19, 2025, the Commission terminated its commercial paper program (Program) valued at $60,750,000 with State Street Bank and Trust. Specifically, the Commission no longer has the ability to withdraw funds from this financing source. Also, there were no unreimbursed draws or amounts outstanding by the Commission from the Program at June 30, 2025. The commitment fees paid to State Street were $258,694.

Note 15. Change within the Reporting Entity – Major Funds

Due to the amount of Transit and Intercity Rail Capital Program (TIRCP) and Zero Emission Transit Capital Program (ZETCP) funds received during the current year, the SB 125 fund met the quantitative qualifications to be considered a major fund. The SB 125 Fund was previously reported as a nonmajor governmental fund. Beginning fund balance in this fund was zero, so a restatement of beginning fund balance was not necessary.

Note 15. Change within the Reporting Entity – Major Funds, Continued

Due to the decrease in expenditures, the SB 132 fund no longer met the quantitative qualifications to be considered a major fund and as such is now shown as a nonmajor fund. The SB 132 Fund was previously reported as a major governmental fund. The effect of the change within the financial reporting entity is summarized below within the following table.

	Fund balance June 30, 2024 as previously reported	Change within the reporting entity	Fund balance June 30, 2024 as restated
Governmental funds			
SB 132	2,914,808	(2,914,808)	-
Other Nonmajor Governmental funds	31,900,151	2,914,808	34,814,959

State Route 79

RCTC
RIVERSIDE
COUNTY
TRANSPORTATION
COMMISSION

Required Supplementary Information

60 Truck Lanes

Riverside County Transportation Commission
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual - General Fund

Year Ended June 30, 2025

	General			
	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues				
Intergovernmental	$ 18,561,400	$ 18,561,400	$ 11,696,916	$ (6,864,484)
Investment income	552,000	552,000	2,191,532	1,639,532
Other	2,000	538,800	5,028,478	4,489,678
Total revenues	19,115,400	19,652,200	18,916,926	(735,274)
Expenditures				
Current:				
Commuter rail	53,507,700	53,450,200	36,049,309	17,400,891
Planning and programming	12,545,300	15,475,700	8,638,051	6,837,649
Transit and specialized transportation	1,666,100	1,556,100	1,293,952	262,148
Total programs	67,719,100	70,482,000	45,981,312	24,500,688
Debt service:				
Principal	-	1,166,000	1,164,198	1,802
Interest	-	55,600	57,567	(1,967)
Total debt service	-	1,221,600	1,221,765	(165)
Capital outlay	738,200	228,900	1,918,216	(1,689,316)
Total expenditures	68,457,300	71,932,500	49,121,293	22,811,207
Excess (deficiency) of revenues over (under) expenditures	(49,341,900)	(52,280,300)	(30,204,367)	22,075,933
Other financing sources (uses)				
Lease and subscription financing	-	-	1,840,696	1,840,696
Transfers in	44,688,600	45,557,000	40,971,794	(4,585,206)
Transfers out	(500,000)	(500,000)	(160,637)	339,363
Total other financing sources (uses)	44,188,600	45,057,000	42,651,853	(2,405,147)
Net change in fund balances	$ (5,153,300)	$ (7,223,300)	12,447,486	$ 19,670,786
Fund balances at beginning of year			41,638,227	
Fund balances at end of year			$ 54,085,713	

See notes to required supplementary information

Riverside County Transportation Commission

Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual - Major Special Revenue Funds

Year Ended June 30, 2025

	Measure A Western County				Measure A Coachella Valley			
	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues								
Sales taxes	$ 226,033,000	$ 212,407,000	$ 226,557,188	$ 14,150,188	$ 54,919,000	$ 51,608,000	$ 52,519,604	$ 911,604
Transportation Uniform Mitigation Fee	-	-	-	-	-	-	-	-
Intergovernmental	108,772,900	108,772,900	88,474,069	(20,298,831)	-	-	-	-
Investment income (loss)	8,305,800	10,205,800	24,295,329	14,089,529	1,855,200	1,855,200	4,134,958	2,279,758
Other	2,870,000	2,870,000	1,548,787	(1,321,213)	-	-	-	-
Total revenues	345,981,700	334,255,700	340,875,373	6,619,673	56,774,200	53,463,200	56,654,562	3,191,362
Expenditures								
Current:								
General government	769,600	769,600	353,803	415,797	-	-	-	-
Bicycle and pedestrian facilities	-	-	-	-	-	-	-	-
CETAP	-	-	-	-	-	-	-	-
Commuter assistance	7,811,200	7,845,200	4,869,827	2,975,373	-	-	-	-
Commuter rail	38,879,500	42,949,300	21,495,691	21,453,609	-	-	-	-
Highways	150,515,400	156,981,300	97,108,803	59,872,497	30,149,600	67,519,600	66,967,366	552,234
Local streets and roads	65,251,000	65,381,000	65,404,903	(23,903)	19,222,000	18,357,900	18,381,861	(23,961)
Planning and programming	-	-	-	-	-	-	-	-
Regional arterials	114,886,900	78,687,000	15,932,484	62,754,516	-	-	-	-
Transit and specialized transportation	9,520,300	9,537,800	5,864,147	3,673,653	8,376,500	8,376,500	8,330,700	45,800
Total programs	387,633,900	362,151,200	211,029,658	151,121,542	57,748,100	94,254,000	93,679,927	574,073
Debt service:								
Principal	-	266,000	264,477	1,523	-	-	-	-
Interest	-	1,000	91	909	-	-	-	-
Total debt service	-	267,000	264,568	2,432	-	-	-	-
Capital outlay	6,375,000	10,111,700	8,205,218	1,906,482	-	-	-	-
Total expenditures	394,008,900	372,529,900	219,499,444	153,030,456	57,748,100	94,254,000	93,679,927	574,073
Excess (deficiency) of revenues over (under) expenditures	(48,027,200)	(38,274,200)	121,375,929	159,650,129	(973,900)	(40,790,800)	(37,025,365)	3,765,435
Other financing sources (uses)								
Lease and Subscription financing	-	-	743,725	743,725	-	-	-	-
Transfers in	44,537,100	43,525,700	11,761,631	(31,764,069)	-	-	73,509	73,509
Transfers out	(87,450,800)	(119,564,200)	(108,854,554)	10,709,646	-	-	-	-
Total other financing sources (uses)	(42,913,700)	(76,038,500)	(96,349,198)	(20,310,698)	-	-	73,509	73,509
Net change in fund balances	$ (90,940,900)	$ (114,312,700)	25,026,731	$ 139,339,431	$ (973,900)	$ (40,790,800)	(36,951,856)	$ 3,838,944
Fund balances at beginning of year			532,829,032				66,767,816	
Fund balances at end of year			$ 557,855,763				$ 29,815,960	

See notes to required supplementary information

Riverside County Transportation Commission

Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual - Major Special Revenue Funds, Continued

Year Ended June 30, 2025

	Transportation Uniform Mitigation Fee				Local Transportation Fund			
	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues								
Sales taxes	$ -	$ -	$ -	$ -	$ 155,000,000	$ 148,000,000	$ 154,335,631	$ 6,335,631
Transportation Uniform Mitigation Fee	30,610,000	30,000,000	34,609,340	4,609,340	-	-	-	-
Intergovernmental	34,541,400	35,151,400	4,307,698	(30,843,702)	-	-	10,627,000	10,627,000
Investment income (loss)	3,190,800	3,190,800	10,486,698	7,295,898	6,868,800	6,868,800	19,346,267	12,477,467
Other	18,000	18,000	2,417,445	2,399,445	-	-	-	-
Total revenues	68,360,200	68,360,200	51,821,181	(16,539,019)	161,868,800	154,868,800	184,308,898	29,440,098
Expenditures								
Current:								
General government	-	-	-	-	12,000	12,000	12,000	-
Bicycle and pedestrian facilities	-	-	-	-	5,402,100	5,402,100	1,173,758	4,228,342
CETAP	3,528,800	2,764,800	830,483	1,934,317	-	-	-	-
Commuter assistance	-	-	-	-	-	-	-	-
Commuter rail	-	-	-	-	-	-	-	-
Highways	-	-	-	-	-	-	-	-
Local streets and roads	-	-	-	-	-	-	-	-
Planning and programming	-	-	-	-	1,163,000	1,414,000	1,414,000	-
Regional arterials	64,438,400	63,619,700	9,223,541	54,396,159	-	-	-	-
Transit and specialized transportation	-	-	-	-	123,338,500	123,087,500	112,677,052	10,410,448
Total programs	67,967,200	66,384,500	10,054,024	56,330,476	129,915,600	129,915,600	115,276,810	14,638,790
Debt service:								
Principal	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-
Total debt service	-	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-	-	-
Total expenditures	67,967,200	66,384,500	10,054,024	56,330,476	129,915,600	129,915,600	115,276,810	14,638,790
Excess (deficiency) of revenues over (under) expenditures	393,000	1,975,700	41,767,157	39,791,457	31,953,200	24,953,200	69,032,088	44,078,888
Other financing sources (uses)								
Lease and Subscription financing	-	-	-	-	-	-	-	-
Transfers in	75,600	75,600	3,588	(72,012)	-	-	-	-
Transfers out	(16,542,100)	(15,530,700)	(6,117,010)	9,413,690	(40,688,600)	(40,688,600)	(36,884,600)	3,804,000
Total other financing sources (uses)	(16,466,500)	(15,455,100)	(6,113,422)	9,341,678	(40,688,600)	(40,688,600)	(36,884,600)	3,804,000
Net change in fund balances	$ (16,073,500)	$ (13,479,400)	35,653,735	$ 49,133,135	$ (8,735,400)	$ (15,735,400)	32,147,488	$ 47,882,888
Fund balances at beginning of year			180,545,350				388,170,511	
Fund balances at end of year			$ 216,199,085				$ 420,317,999	

See notes to required supplementary information

Riverside County Transportation Commission

Schedule of Revenues, Expenditures and Changes in Fund Balance

Budget and Actual - Major Special Revenue Funds, Continued

Year Ended June 30, 2025

	State Transit Assistance				SB 125			
	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues								
Sales taxes	$ 33,908,900	$ 33,908,900	$ 28,984,572	$ (4,924,328)	$ -	$ -	$ -	$ -
Transportation Uniform Mitigation Fee	-	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	71,267,900	71,267,900	200,057,724	128,789,824
Investment income (loss)	2,402,400	2,402,400	9,323,067	6,920,667	1,435,200	1,435,200	5,272,169	3,836,969
Other	-	-	-	-	-	-	-	-
Total revenues	36,311,300	36,311,300	38,307,639	1,996,339	72,703,100	72,703,100	205,329,893	132,626,793
Expenditures								
Current:								
General government	-	-	-	-	-	-	-	-
Bicycle and pedestrian facilities	-	-	-	-	-	-	-	-
CETAP	-	-	-	-	-	-	-	-
Commuter assistance	-	-	-	-	-	-	-	-
Commuter rail	-	-	-	-	-	-	-	-
Highways	-	-	-	-	-	-	-	-
Local streets and roads	-	-	-	-	-	-	-	-
Planning and programming	-	-	-	-	-	-	-	-
Regional arterials	-	-	-	-	-	-	-	-
Transit and specialized transportation	43,356,600	43,356,600	21,764,742	21,591,858	134,370,000	134,394,800	4,888,314	129,506,486
Total programs	43,356,600	43,356,600	21,764,742	21,591,858	134,370,000	134,394,800	4,888,314	129,506,486
Debt service:								
Principal	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-
Total debt service	-	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-	-	-
Total expenditures	43,356,600	43,356,600	21,764,742	21,591,858	134,370,000	134,394,800	4,888,314	129,506,486
Excess (deficiency) of revenues over (under) expenditures	(7,045,300)	(7,045,300)	16,542,897	23,588,197	(61,666,900)	(61,691,700)	200,441,579	262,133,279
Other financing sources (uses)								
Lease and Subscription financing	-	-	-	-	-	-	-	-
Transfers in	-	-	-	-	-	88,000	87,937	(63)
Transfers out	(10,343,600)	(10,431,600)	(5,757,032)	4,674,568	(3,250,000)	(3,250,000)	-	3,250,000
Total other financing sources (uses)	(10,343,600)	(10,431,600)	(5,757,032)	4,674,568	(3,250,000)	(3,162,000)	87,937	3,249,937
Net change in fund balances	$ (17,388,900)	$ (17,476,900)	10,785,865	$ 28,262,765	$ (64,916,900)	$ (64,853,700)	200,529,516	$ 265,383,216
Fund balances at beginning of year			161,469,466				-	
Fund balances at end of year			$ 172,255,331				$ 200,529,516	

See notes to required supplementary information

Riverside County Transportation Commission

Schedule of Proportionate Share of Net Pension Liability

Last Ten Fiscal Years[1]

June 30, 2025

	Fiscal Year									
	2025	**2024**	**2023**	**2022**	**2021**	**2020**	**2019**	**2018**	**2017**	**2016**
Measurement Date	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Proportion of the net pension liability/(asset)	0.06625%	0.06643%	0.03993%	-0.11824%	0.00482%	0.08706%	0.08656%	0.08794%	0.08829%	0.09176%
Proportionate share of the net pension liability/(asset)	$ 3,204,274	$ 3,321,856	$ 1,868,313	$ (6,394,605)	$ 524,003	$ 8,921,123	$ 8,340,905	$ 8,721,456	$ 7,639,639	$ 6,298,052
Covered payroll (measurement year)	$ 10,881,882	$ 9,934,449	$ 9,301,613	$ 7,470,675	$ 6,327,777	$ 5,870,876	$ 5,653,205	$ 5,536,781	$ 5,287,151	$ 4,792,270
Proportionate share of the net pension liability/(asset) as percentage of covered payroll	29.45%	33.44%	20.09%	-85.60%	8.28%	151.96%	147.54%	157.52%	144.49%	131.42%
Plan fiduciary net position as a percentage of the total pension liability/(asset)	78.08%	76.21%	84.58%	88.29%	75.10%	75.26%	75.26%	73.31%	74.06%	78.40%

[1] The discount rate lowered from 7.5% to 7.15% in fiscal year 2019 and to 6.9% in fiscal year 2023.

See notes to required supplementary information

Riverside County Transportation Commission

Schedule of Pension Contributions

Last Ten Fiscal Years

June 30, 2025

	Fiscal Year									
	2025	**2024**	**2023**	**2022**	**2021**	**2020**	**2019**	**2018**	**2017**	**2016**
Contractually required contribution (actuarially determined)	$ -	$ -	$ -	$ -	$ 1,525,557	$ 1,675,734	$ 1,507,484	$ 1,321,564	$ 1,222,802	$ 1,101,641
actuarially determined contributions	(1,650,418)	(1,471,166)	(1,304,460)	(1,203,364)	(925,486)	(10,221,550) [1]	(1,443,593)	(1,308,877)	(1,238,891)	(1,132,393)
Contribution deficiency (excess)	$ (1,650,418)	$ (1,471,166)	$ (1,304,460)	$ (1,203,364)	$ 600,071	$ (8,545,816)	$ 63,891	$ 12,687	$ (16,089)	$ (30,752)
Covered payroll	$ 11,339,619	$ 10,881,882	$ 9,934,449	$ 9,301,613	$ 7,470,675	$ 6,327,777	$ 5,870,876	$ 5,653,205	$ 5,536,781	$ 5,287,151
Contributions as a percentage of covered payroll	14.55%	13.52%	13.13%	12.94%	12.39%	161.53%	24.59%	23.15%	22.38%	21.42%
Valuation date	6/30/2023	6/30/2022	6/30/2021	6/30/2020	6/30/2019	6/30/2018	6/30/2016	6/30/2014	6/30/2015	6/30/2014

Actuarial cost method	Entry age normal cost method
Amortizations method	Level of percentage of payroll
Remaining amortization period	20 years as of valuation date
Asset valuation method	15 year smoothed fair value
Inflation	2.30%
Projected salary increases	Varies by entry age and service
Discount rate	6.90% (net of administrative expenses)
Retirement age	55 years
Mortality	Derived using CalPERS membership data for all funds

[1] In FY 2019/20 the Commission paid off the California Public Employees' Retirement System net pension liability of $8.1 million, resulting in $0 required actuarially determined contribution beginning in FY 2021/22.

See notes to required supplementary information

Riverside County Transportation Commission

Schedule of Changes in the Net OPEB Liability (Asset) and Related Ratios

Last Ten Fiscal Years [1,2]

June 30, 2025

	Fiscal Year								
	2025	2024	2023	2022	2021	2020	2019	2018	2017 [1]
Measurement date	2024	2023	2022	2021	2020	2019	2018	2017	2016
Total OPEB liability (asset)									
Service cost	$ 884,900	$ 662,300	$ 641,500	$ 421,100	$ 408,900	$ 477,000	$ 463,000	$ 449,000	$ 437,000
Interest	615,300	530,000	482,900	496,000	470,500	462,000	416,000	377,000	338,000
Experience gains/losses	-	188,500	-	-	-	-	-	-	-
Changes of benefit terms	-	-	150,300	-	-	80,000	74,000	-	-
Differences between expected and actual experience	-	-	-	(388,000)	-	(338,000)	-	-	-
Changes of assumptions	-	468,200	-	161,400	(148,300)	137,000	-	-	-
Benefit payments	(467,200)	(427,400)	(366,400)	(315,700)	(282,700)	(229,000)	(192,000)	(172,000)	(155,000)
Net change in total OPEB liability (asset)	1,033,000	1,421,600	908,300	374,800	448,400	589,000	761,000	654,000	620,000
Beginning total OPEB liability (asset)	11,068,100	9,646,500	8,738,200	8,363,400	7,915,000	7,326,000	6,565,000	5,911,000	5,291,000
Ending total OPEB liability (asset)	$ 12,101,100	$ 11,068,100	$ 9,646,500	$ 8,738,200	$ 8,363,400	$ 7,915,000	$ 7,326,000	$ 6,565,000	$ 5,911,000
Plan fiduciary net position									
Employer contributions	$ 1,357,500	$ 961,600	$ 884,100	$ 728,300	$ 448,000	$ 778,000	$ 725,000	$ 666,000	$ 634,000
Net invesment income	959,700	419,300	(1,500,000)	1,825,700	452,700	577,000	522,000	597,000	86,000
Benefit payments	(467,200)	(427,400)	(366,400)	(315,700)	(282,700)	(229,000)	(192,000)	(172,000)	(155,000)
Administrative expense	(5,100)	(4,300)	(1,800)	(5,700)	(5,400)	(2,000)	(12,000)	(3,000)	(2,000)
Net change in plan fiduciary net position	1,844,900	949,200	(984,100)	2,232,600	612,600	1,124,000	1,043,000	1,088,000	563,000
Beginning fiduciary net position	11,300,300	10,351,100	11,335,200	9,102,600	8,490,000	7,366,000	6,323,000	5,235,000	4,672,000
Ending fiduciary net position	$ 13,145,200	$ 11,300,300	$ 10,351,100	$ 11,335,200	$ 9,102,600	$ 8,490,000	$ 7,366,000	$ 6,323,000	$ 5,235,000
Ending net OPEB liability (asset)	$ (1,044,100)	$ (232,200)	$ (704,600)	$ (2,597,000)	$ (739,200)	$ (575,000)	$ (40,000)	$ 242,000	$ 676,000
Plan fiduciary net position as a percentage of the total OPEB liability (asset)	108.63%	102.10%	107.30%	129.72%	108.84%	107.26%	100.55%	96.31%	88.56%
Covered payroll (measurement year)	$ 10,881,882	$ 9,934,449	$ 9,301,613	$ 7,470,675	$ 6,327,777	$ 5,870,876	$ 5,653,205	$ 5,536,781	$ 5,287,151
Net OPEB liability (asset) as a percentage of covered payroll	-9.59%	-2.34%	-7.58%	-34.76%	-11.68%	-9.79%	-0.71%	4.37%	12.79%

[1] Fiscal year 2017 was the first year of implementation. Represents most recent data available.

[2] The discount rate lowered from 6.75% to 6% in fiscal year 2019, to 5.75% in fiscal year 2021, and to 5.25% in fiscal year 2022.

See notes to required supplementary information

Riverside County Transportation Commission

Schedule of OPEB Contributions

Last Ten Fiscal Years [1]

June 30, 2025

	Fiscal Year								
	2025	2024	2023	2022	2021	2020	2019	2018	2017 [1]
Actuarially determined contribution	$ 914,000	$ 889,000	$ 533,000	$ 517,000	$ 412,000	$ 399,000	$ 549,000	$ 533,000	$ 494,000
Contributions in relation to the actuarially determined contribution	1,454,300	1,357,500	961,600	884,100	728,300	448,000	778,000	725,000	666,000
Contribution deficiency (excess)	$ (540,300)	$ (468,500)	$ (428,600)	$ (367,100)	$ (316,300)	$ (49,000)	$ (229,000)	$ (192,000)	$ (172,000)
Covered payroll	$ 11,339,619	$ 10,881,882	$ 9,934,449	$ 9,301,613	$ 9,301,613	$ 7,470,675	$ 6,327,777	$ 5,870,876	$ 5,536,781
Contributions as a percentage of covered-employee payroll	12.82%	12.47%	9.68%	9.50%	7.83%	6.00%	12.29%	12.35%	12.03%

Valuation date:

Actuarially determined contribution rates are calculated as of June 30, three years prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry age normal - level percentage of payroll
Amortization method	Level percentage of payroll
Amortization period	Ten years
Asset valuation method	Investment gains and losses spread over five-year rolling period
Discount rate	5.25%
Inflation	2.50%
Healthcare cost trend rates	Non-Medicare: 8.50% for 2025, decreasing to an ultimate rate of 3.45% in 2076 and later years Medicare: 7.50% for 2025, decreasing to an ultimate rate of 3.45% in 2076 and later years
Salary increases	2.75% aggregate
Investment rate of return	5.25%
Retirement age	Classic employees: 50 - 55 Public Employees' Pension Reform Act: 52 - 62
Mortality	CalPERS 2000-2019 Experience Study. Mortality projected fully generational with Scale MP-2021.

[1] Fiscal year 2017 was the first year of implementation. Represents most recent data available.

See notes to required supplementary information

RCTC
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Budgetary Data

In February of each year, department heads begin the process of compiling budget data for the upcoming fiscal year. Budget numbers along with supporting documentation are provided to the Chief Financial Officer by March 15. That budget data is compiled and presented to the Executive Director for review and approval and is submitted to the Budget and Implementation Committee at its April meeting. After review by the Budget and Implementation Committee, the proposed budget is scheduled for preliminary review and comment as well as public hearing at the Commission's May meeting. The final budget for the new fiscal year is then adopted by motion of the Board of Commissioners (Board) no later than June 15 of the current year. This appropriated budget covers substantially all Commission expenditures by financial responsibility unit [e.g., General fund and Measure A (for each of the three county areas), Local Transportation Fund, and Transportation Uniform Mitigation Fee special revenue funds] by fund. All appropriated amounts are as originally adopted or as amended by the Commission. Unexpended appropriations lapse at year-end. All budgets are adopted on a basis consistent with generally accepted accounting principles.

As adopted by the Board, expenditure activities of the funds with adopted budgets are controlled at the budgetary unit, which is the financial responsibility level, for each function (i.e., administration, programs, intergovernmental distributions, and capital outlay). These functions provide the legal level of budgetary control (i.e., the level at which expenditures cannot legally exceed the appropriated amount). Management has the discretion to transfer the budgeted amounts within the financial responsibility unit according to function. Supplemental budget appropriations were necessary during the year.

Pension Plan

Schedule of Proportionate Share of Net Pension Liability – The schedule provides the proportion (percentage) of the collective net pension liability (asset), proportionate share (amount) of the collective net pension liability (asset), the Commission's covered payroll, proportionate share (amount) of the collective net pension liability (asset) as a percentage of Commission's covered payroll, and the pension plan's fiduciary net position as a percentage of the total pension liability (asset).

Schedule of Pension Contributions – The schedule provides the Commission's actuarially determined contributions to the pension plan, the Commission's actual contributions, the difference between the actual and actuarially determined contributions, and a ratio of the actual contributions divided by covered payroll.

Postemployment Benefits Other Than Pensions

Schedule of Changes in the Net OPEB Liability (Asset) and Related Ratios – The schedule provides the schedule of changes in the net OPEB liability (asset), the plan fiduciary net position as a percentage of the total OPEB liability (asset), the Commission's covered payroll, and the net OPEB liability (asset) as a percentage of covered payroll.

Schedule of OPEB Contributions – The schedule provides the Commission's actuarially determined contributions to the OPEB plan, the Commission's actual contributions, the difference between the actual and actuarially determined contributions, and a ratio of the actual contributions divided by covered payroll.

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Other Supplementary Information

Local Streets and Roads - City of Palm Desert

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Special Revenue Funds

Measure A Palo Verde Valley: This fund is used to account for the revenues from sales taxes which are restricted to expenditures for Palo Verde Valley programs and activities.

Freeway Service Patrol: This fund is used to record the revenues received from state funds for the purpose of implementing a freeway service patrol for motorists.

Service Authority for Freeway Emergencies: This fund is used to record the revenues received from Department of Motor Vehicle user registration fees for the purpose of implementing an emergency call box system for motorists.

State of Good Repair: This fund is used to account for revenues from sales taxes on gasoline and vehicle fee revenues restricted for transit projects.

Coachella Valley Rail: This fund is used to account for revenues from state funds for the planning and development of the new Coachella Valley/San Gorgonio Pass corridor rail service.

SB 132 Special Revenue Fund: This fund is used to account for program revenues allocated by the State for the Riverside County Transportation Efficiency Corridor. The program comprises five projects in northwest Riverside County.

Other Agency Projects: This fund is used to account for revenues from the Riverside County Regional Park and Open Space District for the interagency cooperative planning and development of projects in the County.

Regional Conservation: This fund is used to account for revenues related to management and oversight services provided to the RCA.

Riverside County Transportation Commission

Combining Balance Sheet - Nonmajor Governmental Funds

June 30, 2025

	Special Revenue				
	Measure A Palo Verde Valley	Freeway Service Patrol	Service Authority for Freeway Emergencies	State of Good Repair	Coachella Valley Rail
Assets					
Cash and investments	$ -	$ 5,211,031	$ 8,450,067	$ 17,244,782	$ 2,496,948
Receivables:					
Accounts	166,379	2,138,780	390,410	1,234,082	25,546
Interest	-	53,297	81,864	168,051	23,534
Due from other funds	-	28,600	-	-	-
Total assets	$ 166,379	$ 7,431,708	$ 8,922,341	$ 18,646,915	$ 2,546,028
Liabilities and fund balances					
Liabilities:					
Accounts payable	$ 166,379	$ 417,203	$ 3,274	$ 2,603,798	$ 7,039
Advances payable	-	-	-	-	-
Due to other funds	-	9,662	49,815	154,893	20,483
Commercial paper notes payable	-	-	-	-	-
Unearned revenue	-	-	-	-	-
Other liabilities	-	-	-	-	-
Total liabilities	166,379	426,865	53,089	2,758,691	27,522
Fund balances:					
Restricted for:					
Commuter rail	-	-	-	2,045,978	2,518,506
Highways	-	-	-	-	-
Motorist assistance	-	7,004,843	8,869,252	-	-
Planning and programming	-	-	-	-	-
Regional conservation	-	-	-	-	-
Transit and specialized transportation	-	-	-	13,842,246	-
Total fund balances	-	7,004,843	8,869,252	15,888,224	2,518,506
Total liabilities and fund balances	$ 166,379	$ 7,431,708	$ 8,922,341	$ 18,646,915	$ 2,546,028

Riverside County Transportation Commission

Combining Balance Sheet - Nonmajor Governmental Funds

June 30, 2025

	Special Revenue			
	SB 132	Other Agency Projects	Regional Conservation	Total Nonmajor Governmental Funds
Assets				
Cash and investments	$ 390,467	$ 624,332	$ 456,087	$ 34,873,714
Receivables:				
Accounts	-	515,000	2,558,113	7,028,310
Interest	2,986	5,389	7,505	342,626
Due from other funds	3,157,041	-	-	3,185,641
Total assets	$ 3,550,494	$ 1,144,721	$ 3,021,705	$ 45,430,291
Liabilities and fund balances				
Liabilities:				
Accounts payable	$ 106,725	$ 118,285	$ 420,603	$ 3,843,306
Advances payable	-	-		-
Due to other funds	7,581	5,903	780,728	1,029,065
Commercial paper notes payable	-	-	-	-
Unearned revenue	-	-	-	-
Other liabilities	-	916,633	1,725,617	2,642,250
Total liabilities	114,306	1,040,821	2,926,948	7,514,621
Fund balances:				
Restricted for:				
Commuter rail	-	-	-	4,564,484
Highways	3,436,188	-	-	3,436,188
Motorist assistance	-	-	-	15,874,095
Planning and programming	-	103,900	-	103,900
Regional conservation	-	-	94,757	94,757
Transit and specialized transportation	-	-	-	13,842,246
Total fund balances	3,436,188	103,900	94,757	37,915,670
Total liabilities and fund balances	$ 3,550,494	$ 1,144,721	$ 3,021,705	$ 45,430,291

Riverside County Transportation Commission

Combining Statement of Revenues, Expenditures, and Changes in Fund Balances

Nonmajor Governmental Funds

Year Ended June 30, 2025

	Special Revenue			
	Measure A Palo Verde Valley	Freeway Service Patrol	Service Authority for Freeway Emergencies	State of Good Repair
Revenues				
Sales taxes	$ 962,718	$ -	$ -	$ 4,936,335
Transportation Uniform Mitigation Fee	-	-	-	-
Intergovernmental	-	3,622,443	2,235,353	-
Investment income (loss)	-	333,957	400,521	854,862
Other	-	-	-	-
Total revenues	962,718	3,956,400	2,635,874	5,791,197
Expenditures				
Current:				
Commuter rail	-	-	-	-
Highways	-	-	-	-
Local streets and roads	962,718	-	-	-
Motorist assistance	-	4,792,529	512,728	-
Planning and programming	-	-	-	-
Regional conservation	-	-	-	-
Transit and specialized transportation	-	-	-	3,516,419
Total programs	962,718	4,792,529	512,728	3,516,419
Capital outlay	-	6,445	-	-
Total expenditures	962,718	4,798,974	512,728	3,516,419
Excess (deficiency) of revenues over (under) expenditures	-	(842,574)	2,123,146	2,274,778
Other financing sources (uses):				
Transfers in	-	-	-	-
Transfers out	-	-	(107,100)	(1,107,493)
Total other financing sources (uses)	-	-	(107,100)	(1,107,493)
Net change in fund balances	-	(842,574)	2,016,046	1,167,285
Fund balances at beginning of year, as previously reported	-	7,847,417	6,853,206	14,720,939
Adjustment (Note 15)				
Fund balances at beginning of year, as restated	-	7,847,417	6,853,206	14,720,939
Fund balances at end of year	$ -	$ 7,004,843	$ 8,869,252	$ 15,888,224

Riverside County Transportation Commission

Combining Statement of Revenues, Expenditures, and Changes in Fund Balances

Nonmajor Governmental Funds, Continued

Year Ended June 30, 2025

	Special Revenue				
	Coachella Valley Rail	SB 132	Other Agency Projects	Regional Conservation	Total Nonmajor Governmental Funds
Revenues					
Sales taxes	$ -	$ -	$ -	$ -	$ 5,899,053
Transportation Uniform Mitigation Fee	-	-	-	-	-
Intergovernmental	50,707	-	997,647	9,842,432	16,748,582
Investment income (loss)	124,714	655,913	41,092	43,109	2,454,168
Other	-	5,000,000	-	-	5,000,000
Total revenues	175,421	5,655,913	1,038,739	9,885,541	30,101,803
Expenditures					
Current:					
Commuter rail	238,745	-	-	-	- 238,745
Highways	-	3,291,574	-	-	3,291,574
Local streets and roads	-	-	-	-	962,718
Motorist assistance	-	-	-	-	5,305,257
Planning and programming	-	-	997,647	-	997,647
Regional conservation	-	-	-	9,842,431	9,842,431
Transit and specialized transportation	-	-	-	-	3,516,419
Total programs	238,745	3,291,574	997,647	9,842,431	24,154,791
Capital outlay	-	-	-	-	6,445
Total expenditures	238,745	3,291,574	997,647	9,842,431	24,161,236
Excess (deficiency) of revenues over (under) expenditures	(63,324)	2,364,339	41,092	43,110	5,940,567
Other financing sources (uses):					
Transfers in	217,696	3,157,041	-	-	3,374,737
Transfers out	-	(5,000,000)	-	-	(6,214,593)
Total other financing sources (uses)	217,696	(1,842,959)	-	-	(2,839,856)
Net change in fund balances	154,372	521,380	41,092	43,110	3,100,711
Fund balances at beginning of year, as previously reported	2,364,134		62,808	51,647	31,900,151
Adjustment (Note 15)		2,914,808			2,914,808
Fund balances at beginning of year, as restated	2,364,134	2,914,808	62,808	51,647	34,814,959
Fund balances at end of year	$ 2,518,506	$ 3,436,188	$ 103,900	$ 94,757	$ 37,915,670

Riverside County Transportation Commission

Schedule of Revenues, Expenditures and Changes in Fund Balances

Budget and Actual—Nonmajor Special Revenue Funds

Year Ended June 30, 2025

	Measure A Palo Verde Valley				Freeway Service Patrol			
	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues								
Sales taxes	$ 1,048,000	$ 985,000	$ 962,718	$ (22,282)	$ -	$ -	$ -	$ -
Intergovernmental	-	-	-	-	3,521,000	3,521,000	3,622,443	101,443
Investment income (loss)	-	-	-	-	111,600	111,600	333,957	222,357
Other	-	-	-	-	-	-	-	-
Total revenues	1,048,000	985,000	962,718	(22,282)	3,632,600	3,632,600	3,956,400	323,800
Expenditures								
Current:								
Commuter rail	-	-	-	-	-	-	-	-
Highways	-	-	-	-	-	-	-	-
Local streets and roads	1,048,000	1,059,000	962,718	96,282	-	-	-	-
Motorist assistance	-	-	-	-	5,670,200	5,635,200	4,792,529	842,671
Planning and programming	-	-	-	-	-	-	-	-
Regional conservation	-	-	-	-	-	-	-	-
Transit and specialized transportation	-	-	-	-	-	-	-	-
Total programs	1,048,000	1,059,000	962,718	96,282	5,670,200	5,635,200	4,792,529	842,671
Capital outlay	-	-	-	-	10,000	10,000	6,445	3,555
Total expenditures	1,048,000	1,059,000	962,718	96,282	5,680,200	5,645,200	4,798,974	846,226
Excess (deficiency) of revenues over (under) expenditures	-	(74,000)	-	74,000	(2,047,600)	(2,012,600)	(842,574)	1,170,026
Other financing sources (uses)								
Transfers in	-	-	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-	-	-
Total other financing sources (uses)	-	-	-	-	-	-	-	-
Net change in fund balances	$ -	$ (74,000)	-	$ 74,000	$ (2,047,600)	$ (2,012,600)	(842,574)	$ 1,170,026
Fund balances at beginning of year, as previously reported			-				7,847,417	
Adjustment (Note 15)			-				-	
Fund balances at beginning of year, as restated			-				7,847,417	
Fund balances at end of year			$ -				$ 7,004,843	

Riverside County Transportation Commission

Schedule of Revenues, Expenditures and Changes in Fund Balances

Budget and Actual—Nonmajor Special Revenue Funds, Continued

Year Ended June 30, 2025

	Service Authority for Freeway Emergencies				State of Good Repair			
	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues								
Sales taxes	$ -	$ -	$ -	$ -	$ 4,711,000	$ 5,007,700	$ 4,936,335	$ (71,365)
Intergovernmental	2,173,300	2,173,300	2,235,353	62,053	-	-	-	-
Investment income (loss)	159,600	159,600	400,521	240,921	159,600	159,600	854,862	695,262
Other	-	-	-	-	-	-	-	-
Total revenues	2,332,900	2,332,900	2,635,874	302,974	4,870,600	5,167,300	5,791,197	623,897
Expenditures								
Current:								
Commuter rail	-	-	-	-	-	-	-	-
Highways	-	-	-	-	-	-	-	-
Local streets and roads	-	-	-	-	-	-	-	-
Motorist assistance	685,300	685,300	512,728	172,572	-	-	-	-
Planning and programming	-	-	-	-	-	-	-	-
Regional conservation	-	-	-	-	-	-	-	-
Transit and specialized transportation	-	-	-	-	6,263,500	6,263,500	3,516,419	2,747,081
Total programs	685,300	685,300	512,728	172,572	6,263,500	6,263,500	3,516,419	2,747,081
Capital outlay	-	-	-	-	-	-	-	-
Total expenditures	685,300	685,300	512,728	172,572	6,263,500	6,263,500	3,516,419	2,747,081
Excess (deficiency) of revenues over (under) expenditures	1,647,600	1,647,600	2,123,146	475,546	(1,392,900)	(1,096,200)	2,274,778	3,370,978
Other financing sources (uses)								
Transfers in	-	-	-	-	-	-	-	-
Transfers out	(325,000)	(325,000)	(107,100)	217,900	(1,000,000)	(1,000,000)	(1,107,493)	(107,493)
Total other financing sources (uses)	(325,000)	(325,000)	(107,100)	217,900	(1,000,000)	(1,000,000)	(1,107,493)	(107,493)
Net change in fund balances	$ 1,322,600	$ 1,322,600	2,016,046	$ 693,446	$ (2,392,900)	$ (2,096,200)	1,167,285	$ 3,263,485
Fund balances at beginning of year, as previously reported			6,853,206				14,720,939	
Adjustment (Note 15)			-				-	
Fund balances at beginning of year, as restated			6,853,206				14,720,939	
Fund balances at end of year			$ 8,869,252				$ 15,888,224	

Riverside County Transportation Commission

Schedule of Revenues, Expenditures and Changes in Fund Balances

Budget and Actual—Nonmajor Special Revenue Funds, Continued

Year Ended June 30, 2025

	Coachella Valley Rail				SB 132 (previously reported as major)			
	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues								
Sales taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Intergovernmental	-	-	50,707	50,707	-	-	-	-
Investment income (loss)	31,200	31,200	124,714	93,514	32,400	32,400	655,913	623,513
Other	-	-	-	-	-	-	5,000,000	5,000,000
Total revenues	31,200	31,200	175,421	144,221	32,400	32,400	5,655,913	5,623,513
Expenditures								
Current:								
Commuter rail	5,204,900	4,480,200	238,745	4,241,455	-	-	-	-
Highways	-	-	-	-	6,485,900	6,351,800	3,291,574	3,060,226
Local streets and roads	-	-	-	-	-	-	-	-
Motorist assistance	-	-	-	-	-	-	-	-
Planning and programming	-	-	-	-	-	-	-	-
Regional conservation	-	-	-	-	-	-	-	-
Transit and specialized transportation	-	-	-	-	-	-	-	-
Total programs	5,204,900	4,480,200	238,745	4,241,455	6,485,900	6,351,800	3,291,574	3,060,226
Capital outlay	-	-	-	-	-	-	-	-
Total expenditures	5,204,900	4,480,200	238,745	4,241,455	6,485,900	6,351,800	3,291,574	3,060,226
Excess (deficiency) of revenues over (under) expenditures	(5,173,700)	(4,449,000)	(63,324)	4,385,676	(6,453,500)	(6,319,400)	2,364,339	8,683,739
Other financing sources (uses)								
Transfers in	4,452,600	4,452,600	217,696	(4,234,904)	6,471,900	6,471,900	3,157,041	(3,314,859)
Transfers out	-	-	-	-	-	-	(5,000,000)	(5,000,000)
Total other financing sources (uses)	4,452,600	4,452,600	217,696	(4,234,904)	6,471,900	6,471,900	(1,842,959)	(8,314,859)
Net change in fund balances	$ (721,100)	$ 3,600	154,372	$ 150,772	$ 18,400	$ 152,500	521,380	$ 368,880
Fund balances at beginning of year, as previously reported			2,364,134					
Adjustment (Note 15)			-				2,914,808	
Fund balances at beginning of year, as restated			2,364,134				2,914,808	
Fund balances at end of year			$ 2,518,506				$ 3,436,188	

Riverside County Transportation Commission

Schedule of Revenues, Expenditures and Changes in Fund Balances

Budget and Actual—Nonmajor Special Revenue Funds, Continued

Year Ended June 30, 2025

	Other Agency Projects				Regional Conservation			
	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues								
Sales taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Intergovernmental	18,259,100	18,259,100	997,647	(17,261,453)	14,213,700	14,213,700	9,842,432	(4,371,268)
Investment income (loss)	-	-	41,092	41,092	-	-	43,109	43,109
Other	-	-	-	-	-	-	-	-
Total revenues	18,259,100	18,259,100	1,038,739	(17,220,361)	14,213,700	14,213,700	9,885,541	(4,328,159)
Expenditures								
Current:								
Commuter rail	-	-	-	-	-	-	-	-
Highways	-	-	-	-	-	-	-	-
Local streets and roads	-	-	-	-	-	-	-	-
Motorist assistance	-	-	-	-	-	-	-	-
Planning and programming	18,259,100	7,650,100	997,647	6,652,453	-	-	-	-
Regional conservation	-	-	-	-	14,208,700	14,208,700	9,842,431	4,366,269
Transit and specialized transportation	-	-	-	-	-	-	-	-
Total programs	18,259,100	7,650,100	997,647	6,652,453	14,208,700	14,208,700	9,842,431	4,366,269
Capital outlay	-	-	-	-	5,000	5,000	-	5,000
Total expenditures	18,259,100	7,650,100	997,647	6,652,453	14,213,700	14,213,700	9,842,431	4,371,269
Excess (deficiency) of revenues over (under) expenditures	-	10,609,000	41,092	(10,567,908)	-	-	43,110	43,110
Other financing sources (uses)								
Transfers in	-	-	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-	-	-
Total other financing sources (uses)	-	-	-	-	-	-	-	-
Net change in fund balances	$ -	$ 10,609,000	41,092	$ (10,567,908)	$ -	$ -	43,110	$ 43,110
Fund balances at beginning of year, as previously reported			62,808				51,647	
Adjustment (Note 15)			-				-	
Fund balances at beginning of year, as restated			62,808				51,647	
Fund balances at end of year			$ 103,900				$ 94,757	

Riverside County Transportation Commission

Schedule of Revenues, Expenditures and Changes in Fund Balances

Budget and Actual—Capital Projects Funds

Year Ended June 30, 2025

	Capital Projects Funds							
	Commercial Paper				Bonds			
	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues								
Intergovernmental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Investment income (loss)	284,400	284,400	792,272	507,872	51,600	51,600	116,701	65,101
Other	-	-	-	-	-	-	-	-
Total revenues	284,400	284,400	792,272	507,872	51,600	51,600	116,701	65,101
Expenditures								
Debt service:								
Principal	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-
Total expenditures	-	-	-	-	-	-	-	-
Excess (deficiency) of revenues over (under) expenditures	284,400	284,400	792,272	507,872	51,600	51,600	116,701	65,101
Other financing sources (uses)								
Transfers in	-	-	-	-	-	-	2,938,207	2,938,207
Transfers out	-	-	(2,892,940)	(2,892,940)	-	(3,850,000)	(4,302,527)	(452,527)
Total other financing sources (uses)	-	-	(2,892,940)	(2,892,940)	-	(3,850,000)	(1,364,320)	2,485,680
Net change in fund balances	$ 284,400	$ 284,400	(2,100,668)	$ (2,385,068)	$ 51,600	$ (3,798,400)	(1,247,619)	$ 2,550,781
Fund balances at beginning of year			11,847,729				2,790,423	
Fund balances at end of year			$ 9,747,061				$ 1,542,804	

Riverside County Transportation Commission

Schedule of Revenues, Expenditures and Changes in Fund Balances

Budget and Actual—Debt Service Fund

Year Ended June 30, 2025

	Debt Service Fund			
	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues				
Intergovernmental	$ 2,812,100	$ 2,812,100	$ 2,817,992	$ 5,892
Investment income (loss)	255,600	255,600	1,384,941	1,129,341
Other	-	-	-	-
Total revenues	3,067,700	3,067,700	4,202,933	1,135,233
Expenditures				
Debt service:				
Principal	34,210,000	34,210,000	34,210,000	-
Interest	34,948,300	34,948,300	34,948,288	12
Total expenditures	69,158,300	69,158,300	69,158,288	12
Excess (deficiency) of revenues over (under) expenditures	(66,090,600)	(66,090,600)	(64,955,355)	1,135,245
Other financing sources (uses)				
Transfers in	69,158,300	69,158,300	69,160,439	2,139
Transfers out	(2,812,100)	(2,812,100)	(3,102,435)	(290,335)
Total other financing sources (uses)	66,346,200	66,346,200	66,058,004	(288,196)
Net change in fund balances	$ 255,600	$ 255,600	1,102,649	$ 847,049
Fund balances at beginning of year			13,452,855	
Fund balances at end of year			$ 14,555,504	

Riverside County Transportation Commission

Schedule of Expenditures for Local Streets and Roads
by Geographic Area - All Special Revenue Funds

Year Ended June 30, 2025

Western County:		
City of Banning	$	897,217
City of Beaumont		944,484
City of Calimesa		321,067
City of Canyon Lake		281,427
City of Corona		5,867,929
City of Eastvale		3,537,338
City of Hemet		2,743,733
City of Jurupa Valley		3,338,517
City of Lake Elsinore		2,248,915
City of Menifee		3,189,610
City of Moreno Valley		6,352,730
City of Murrieta		3,555,225
City of Norco		962,235
City of Perris		2,883,639
City of Riverside		10,712,997
City of San Jacinto		1,478,592
City of Temecula		4,199,604
City of Wildomar		995,151
Riverside County		9,315,266
WRCOG 60% share of city of Beaumont		1,416,727
Other		162,500
		65,404,903
Coachella Valley:		
City of Cathedral City		1,872,458
City of Coachella		811,814
City of Desert Hot Springs		622,111
City of Indian Wells		325,086
City of Indio		2,630,903
City of La Quinta		1,909,693
City of Palm Desert		3,337,580
City of Palm Springs		3,027,642
City of Rancho Mirage		1,136,307
Riverside County		2,545,767
Other		162,500
		18,381,861
Palo Verde Valley:		
City of Blythe		741,074
Riverside County		195,144
Other		26,500
		962,718
Total local streets and roads expenditures	$	84,749,482

Riverside County Transportation Commission

Schedule of Expenditures for Transit and Specialized Transportation
by Geographic Area and Source - All Special Revenue Funds

Year Ended June 30, 2025

	Sales Taxes				
	Measure A	Local Transportation Fund	State Transit Assistance	State of Good Repair	Total
Western County:					
Angel View	$ 72,221	$ -	$ -	$ -	$ 72,221
Blindness Support Services, Inc.	37,252	-	-	-	37,252
Boys and Girls Club of Menifee Valley	137,465	-	-	-	137,465
Boys and Girls Club of Southwest County	43,186	-	-	-	43,186
Care-A-Van	315,087	-	-	-	315,087
Care Connexxus	130,247	-	-	-	130,247
City of Banning	-	2,400,760	100,000	105,800	2,606,560
City of Beaumont	199,000	2,956,021	6,655,162	295,699	10,105,882
City of Corona	-	1,711,105	(400,000)	531,950	1,843,055
City of Norco	100,945	-	-	-	100,945
City of Riverside	-	5,102,802	777,025	396,219	6,276,046
Exceed	214,259	-	-	-	214,259
Forest Folk	260,066	-	-	-	260,066
Friends of Moreno Valley Center, Inc	116,531	-	-	-	116,531
Independent Living Partnership	466,176	-	-	-	466,176
Michelle's Place	53,133	-	-	-	53,133
Operation Safehouse	49,042	-	-	-	49,042
Riverside University Health Systems	876,124	-	-	-	876,124
Riverside Transit Agency	2,000,000	69,384,839	9,462,931	871,513	81,719,283
United States Veterans Initiative	133,249	-	-	-	133,249
Voices for Children	128,805	-	-	-	128,805
Other	531,359	92,700	110,466	87,201	821,726
	5,864,147	81,648,227	16,705,584	2,288,382	106,506,340
Coachella Valley:					
SunLine Transit Agency	8,238,000	29,298,825	5,060,582	1,197,124	43,794,531
Riverside County Transportation Commission	-	-	-	-	-
Other	92,700	-	-	-	92,700
	8,330,700	29,298,825	5,060,582	1,197,124	43,887,231
Palo Verde Valley:					
Palo Verde Valley Transit Agency	-	1,730,000	(1,424)	30,913	1,759,489
	-	1,730,000	(1,424)	30,913	1,759,489
Total transit and specialized transportation expenditures	$ 14,194,847	$ 112,677,052	$ 21,764,742	$ 3,516,419	$ 152,153,060

Riverside County Transportation Commission

Schedule of Uses of Debt Proceeds and Fund Balances

Year Ended June 30, 2025

	Capital Projects		
	Commercial Paper Notes	Sales Tax Revenue Bonds	
	I-15 Express Lanes, advance agreements, and other	I-15 Express Lanes, 91 Project, advance agreements, and other	Total
Revenues			
Investment income	$ 792,272	$ 116,701	$ 908,973
Total revenues	792,272	116,701	908,973
Excess (deficiency) of revenues over (under) expenditures	792,272	116,701	908,973
Other financing sources (uses)			
Transfers in			
I-15 Express Lanes ramp-up reserve	-	632,802	632,802
Transfers out			
Debt service offset	(2,437,262)	(381,151)	(2,818,413)
15 Express Lanes remaining bond proceeds for the use of operations and maintenance	-	(14,259,209)	(14,259,209)
Requisitions to reimburse Commission funds			
Salaries and benefits	-	(10,750)	(10,750)
Professional services	-	(19,817)	(19,817)
Support services	-	(7,973)	(7,973)
Program operations	-	(37,264)	(37,264)
Right of way	-	(2,395)	(2,395)
Design-build	-	(1,834,573)	(1,834,573)
Total other financing sources (uses)	(2,437,262)	(15,920,330)	(18,357,592)
Net change in fund balance	(1,644,990)	(15,803,629)	(17,448,619)
Fund balances at beginning of year	11,847,729	2,790,423	14,638,152
Fund balances at end of year	$ 10,202,739	$ (13,013,206)	$ (2,810,467)

STATISTICAL SECTION

I-215 Placentia Avenue Interchange

This part of the Riverside County Transportation Commission's annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the Commission's overall financial health.

Financial Trends: These schedules contain trend information to help the reader understand how the government's financial performance and well-being have changed over time. The schedules include:

Net Position By Component
Changes in Net Position
Fund Balances of Governmental Funds
Changes in Fund Balances of Governmental Funds

Revenue Capacity: These schedules contain information to help the reader assess the government's most significant local revenue source, the Measure A sales tax. These schedules include:

Sources of County of Riverside Taxable Sales by Business Type
Direct and Overlapping Sales Tax Rates
Principal Taxable Sales Generation by City
Measure A Sales Tax Revenues by Program and Geographic Area
Measure A Sales Tax by Economic Category

Debt Capacity: These schedules present information to help the reader assess the affordability of the government's current levels of outstanding debt and the government's ability to issue additional debt in the future. These schedules include:

Pledged Revenue Coverage
Ratios of Outstanding Debt by Type
Computation of Legal Debt Margin

Demographic and Economic Information: These schedules offer demographic and economic indicators to help the reader understand the environment within which the government's financial activities take place. These schedules include:

Demographic and Economic Statistics for the County of Riverside
Employment Statistics by Industry for the County of Riverside

Operating Information: These schedules contain service and infrastructure data to help the reader understand how the information in the government's financial report relates to the services the government provides and the activities it performs. These schedules include:

Full-time Equivalent Employees by Function/Program
Operating Indicators
Capital Asset Statistics by Program

Riverside County Transportation Commission

Primary Government Net Position by Component

Last Ten Fiscal Years

(Accrual Basis)

	Fiscal Year					
	2025	2024	2023	2022	2021	
Governmental activities:						
Net Investment in capital assets	$ 315,556,762	$ 278,861,564	$ 483,304,687	$ 415,495,777	$ 353,189,808	
Restricted	1,721,748,743	1,441,224,232	1,285,771,161	1,115,074,082	977,192,934	
Unrestricted (deficit)	(449,129,325)	(467,084,821)	(510,152,633)	(540,884,718)	(593,657,822)	
Total governmental activities net position	$ 1,588,176,180	$ 1,253,000,975	$ 1,258,923,215	$ 989,685,141 [5]	$ 736,724,920	
Business-type activities:						
Net Investment (deficit) in capital assets	$ 216,687,360	$ 77,595,452	$ (176,735,962)	$ (171,650,350)	$ (109,184,608)	[4]
Restricted	138,954,027	144,013,671	106,301,690	130,780,244	54,919,608	
Unrestricted (deficit)	-	-	-	-	-	
Total business-type activities net position (deficit)	$ 355,641,387	$ 221,609,123	$ (70,434,272)	$ (40,870,106) [5]	$ (54,265,000)	[3,4]
Primary government:						
Net Investment (deficit) in capital assets	$ 532,244,122	$ 356,457,016	$ 306,568,725	$ 243,845,427	$ 244,005,200	
Restricted	1,860,702,770	1,585,237,903	1,392,072,851	1,245,854,326	1,032,112,542	
Unrestricted (deficit)	(449,129,325)	(467,084,821)	(510,152,633)	(540,884,718)	(593,657,822)	
Total Primary government net position	$ 1,943,817,567	$ 1,474,610,098	$ 1,188,488,943	$ 948,815,035	$ 682,459,920	

Source: Finance Department

[1] In FY2017, the Commission reached substantial completion on the 91 Project and in March 2017 the RCTC 91 Express Lanes opened to motorists.

[2] In FY2018, the Commission changed its presentation of net position related to intangible assets.

[3] In FY2021, the Commission reached substantial completion on the I-15 Express Lanes project and in April 2021 the 15 Express Lanes opened to motorists.

[4] Calculation of Net Investment in Capital Assets and Unrestricted (Deficit) was restated based on FY2021 calculation; prior year amounts in this presentation have not been revised to reflect this change.

[5] In FY2022, the Commission implemented GASB Statement No. 87, Leases. Prior year amounts in this presentation have not been revised to reflect this change.

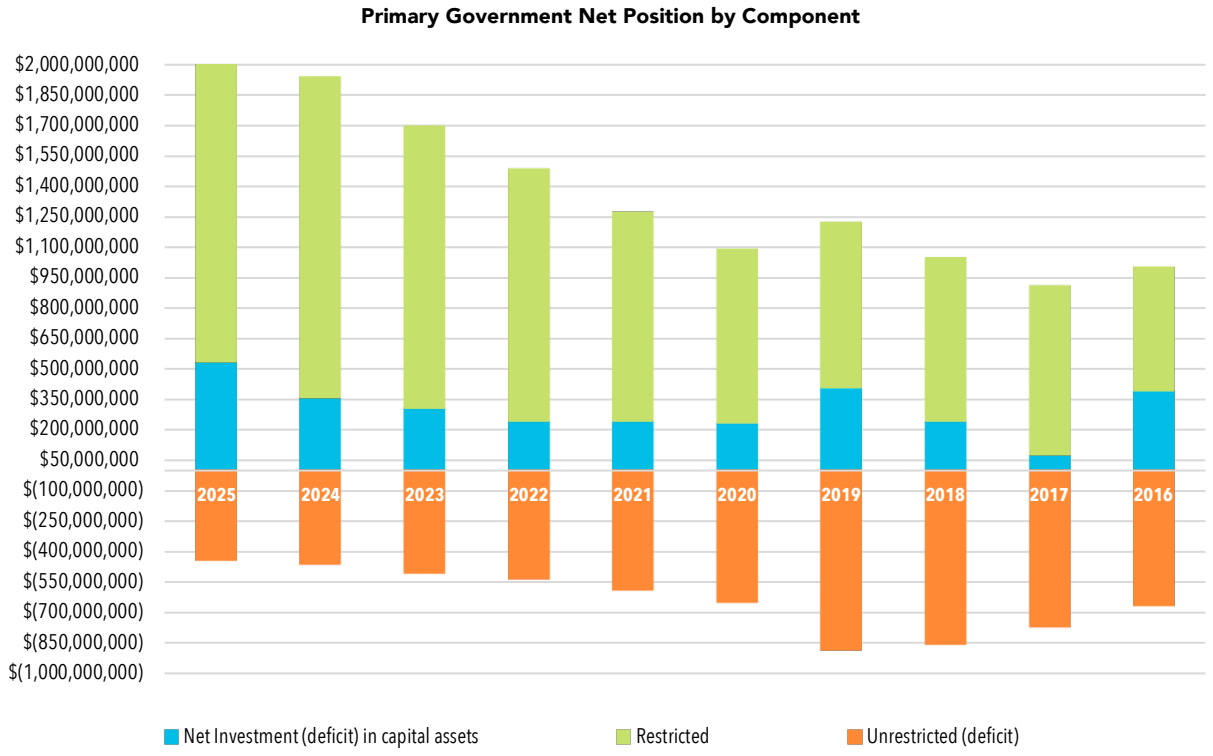
Riverside County Transportation Commission

Primary Government Net Position by Component, Continued

Last Ten Fiscal Years

(Accrual Basis)

	Fiscal Year				
	2020	2019	2018	2017	2016
Governmental activities:					
Net Investment in capital assets	$ 552,756,477	$ 706,935,587	$ 529,178,100	$ 377,309,766	$ 389,646,370
Restricted	816,331,290	794,875,222	801,401,752	596,214,012	615,457,192
Unrestricted (deficit)	(652,278,554)	(887,668,580)	(857,485,575)	(538,356,445)	(668,395,594)
Total governmental activities net position	$ 716,809,213 [5]	$ 614,142,229	$ 473,094,277	$ 435,167,333	$ 336,707,968
Business-type activities:					
Net Investment (deficit) in capital asse	$ (320,213,988)	$ (299,852,425)	$ (286,349,191)	$ (301,737,495)	
Restricted	43,981,932	25,256,125	8,581,857 [2]	242,134,144	
Unrestricted (deficit)	-	-	- [2]	(234,075,489)	
Total business-type activities net position (de	$ (276,232,056)	$ (274,596,300)	$ (277,767,334)	$ (293,678,840) [1]	
Primary government:					
Net Investment (deficit) in capital asse	$ 232,542,489	$ 407,083,162	$ 242,828,909	$ 75,572,271	$ 389,646,370
Restricted	860,313,222	820,131,347	809,983,609	838,348,156	615,457,192
Unrestricted (deficit)	(652,278,554)	(887,668,580)	(857,485,575)	(772,431,934)	(668,395,594)
Total Primary government net position	$ 440,577,157	$ 339,545,929	$ 195,326,943	$ 141,488,493	$ 336,707,968



Riverside County Transportation Commission
Changes in Primary Government Net Position
Last Ten Fiscal Years
(Accrual Basis)

	Fiscal Year Ended June 30				
	2025	2024	2023	2022 [1]	2021 [2]
Expenses					
Governmental activities:					
General government	$ 2,338,855	$ 2,201,256	$ 3,381,001	$ (2,868,799)	$ 1,127,083
Bicycle and pedestrian projects	1,173,758	1,756,152	2,578,177	1,587,819	3,388,814
CETAP	832,538	1,990,395	1,046,199	5,181,055	5,723,685
Commuter assistance	4,888,298	3,661,856	4,187,763	3,229,524	3,110,681
Commuter rail	66,924,288	53,509,321	58,899,642	34,291,250	37,367,041
Highways	147,399,303	161,285,466	177,171,636	159,525,490	122,407,790
Local streets and roads	84,749,482	85,454,316	87,229,315	85,183,610	74,082,952
Motorist assistance	5,321,346	4,947,814	4,606,991	4,322,295	4,498,883
Planning and programming	11,477,793	12,580,506	8,099,856	4,774,012	3,730,032
Regional arterials	25,177,609	17,106,887	8,157,544	24,258,688	30,985,584
Regional conservation	10,028,231	9,271,220	10,243,763	1,492,799	1,832,340
Transit and specialized transportation	158,338,909	134,904,281	134,722,572	85,415,249	50,535,684
Interest expense	28,525,459	29,538,470	29,443,644	30,512,904	35,080,824
Total governmental activities expenses	547,175,869	518,207,940	529,768,103	436,905,896	373,871,393
Business-type activities:					
RCTC 91 Express Lanes	60,266,798	54,006,416	73,232,775	69,463,323	56,311,332
15 Express Lanes	27,711,829	28,887,989	29,329,925	27,233,103	5,540,819
Total primary government expenses	$ 635,154,496	$ 601,102,345	$ 632,330,803	$ 533,602,322	$ 435,723,544
Program Revenues					
Governmental activities:					
Charges for services					
CETAP	$ -	$ -	$ -	$ 5,313	$ -
Commuter rail	14,061	339,405	314,628	250,000	249,825
Highways	-	-	-	137,555	81,503
Other	-	15	15	-	8
Operating grants and contributions	352,481,492	86,823,807	81,558,262	179,656,964	154,817,759
Capital grants and contributions	19,585,103	112,927,101	158,239,283	71,849,461	71,536,414
Total governmental activities program revenues	372,080,656	200,090,328	240,112,188	251,899,293	226,685,509
Business-type activities:					
Charges for services					
RCTC 91 Express Lanes	103,467,341	92,717,269	73,335,918	65,119,434	46,302,018
15 Express Lanes	54,334,277	43,996,293	39,371,149	37,259,442	5,544,148
Operating grants and contributions	-	-	-	-	-
Total business-type activities program revenues	157,801,618	136,713,562	112,707,067	102,378,876	51,846,166
Total primary government revenues	529,882,274	336,803,890	352,819,255	354,278,169	278,531,675
Net Revenues (Expenses)					
Governmental activities	(175,095,213)	(318,117,612)	(289,655,915)	(185,006,603)	(147,185,884)
Business-type activities	69,822,991	53,819,157	10,144,367	5,682,450	(10,005,985)
Total primary government net expense	$ (105,272,222)	$ (264,298,455)	$ (279,511,548)	$ (179,324,153)	$ (157,191,869)
General Revenues and Other Changes in Net Position					
Governmental activities:					
Measure A sales taxes	$ 280,039,510	$ 281,794,698	$ 287,428,762	$ 280,170,582	$ 242,943,840
Transportation Development Act sales taxes	188,256,538	194,054,971	197,891,127	180,682,280	146,615,629
Unrestricted investment earnings (loss)	79,721,748	61,540,294	25,402,156	(14,295,090)	2,326,345
Other miscellaneous revenue	11,253,376	781,870	2,477,425	2,574,199	5,765,473
Gain on sale of capital assets	-	-	-	-	-
Transfers	(49,000,754)	(225,151,188)	45,694,519	(11,165,147)	(230,548,696)
Total governmental activities	510,270,418	313,020,645	558,893,989	437,966,824	167,102,591
Business-type activities:					
Unrestricted investment earnings (loss)	14,583,311	13,181,977	5,985,986	(3,452,703)	324,156
Other miscellaneous revenue	625,208	-	-	-	-
Gain on sale of capital assets	-	-	-	-	1,100,189
Transfers	49,000,754	225,151,188	(45,694,519)	11,165,147	230,548,696
Total business-type activities	64,209,273	238,333,165	(39,708,533)	7,712,444	231,973,041
Total primary government	$ 574,479,691	$ 551,353,810	$ 519,185,456	$ 445,679,268	$ 399,075,632
Changes in Net Position					
Governmental activities	$ 335,175,205	$ (5,096,967)	$ 269,238,074	$ 252,960,221	$ 19,916,707
Business-type activities	134,032,264	292,152,322	(29,564,166)	13,394,894	221,967,056
Total primary government	$ 469,207,469	$ 287,055,355	$ 239,673,908	$ 266,355,115	$ 241,883,763

Source: Finance Department

[1] In FY2022 the Commission implemented GASB Statement No. 87, *Leases*. Prior year amounts in this presentation have not been revised to reflect this change.

[2] In FY 2021 the Commission reached substantial completion on the 15 Express Lanes project and in April 2021 the 15 Express Lanes opened to motorists. Additionally, th Commission became the managing agency for the Western Riverside County Regional Conservation Authority.

Riverside County Transportation Commission
Changes in Primary Government Net Position, Continued
Last Ten Fiscal Years
(Accrual Basis)

	Fiscal Year Ended June 30				
	2020	2019	2018	2017 [3]	2016
Expenses					
Governmental activities:					
General government	$ (1,488,917)	$ 1,295,384	$ 3,654,628	$ 7,258,051	$ 6,614,285
Bicycle and pedestrian projects	1,367,800	2,319,895	1,142,306	1,314,932	212,547
CETAP	1,441,976	1,398,238	22,285,913	2,489,440	1,871,426
Commuter assistance	3,673,416	3,612,855	3,668,307	2,658,782	2,615,610
Commuter rail	50,573,511	48,553,459	36,578,920	38,964,217	41,449,269
Highways	134,815,656	91,086,623	79,234,802	264,283,974	245,668,543
Local streets and roads	59,474,660	61,470,359	53,639,698	51,864,011	49,826,564
Motorist assistance	4,818,036	4,403,671	3,835,612	4,164,892	4,149,320
Planning and programming	7,798,197	4,340,660	4,758,503	3,141,759	3,965,071
Regional arterials	11,918,666	17,048,413	12,897,557	19,040,012	23,095,562
Regional conservation	-	-	-	-	-
Transit and specialized transportation	99,413,296	117,766,548	90,185,227	80,724,591	70,611,967
Interest expense	34,633,146	33,663,673	46,421,211	49,214,579	53,558,472
Total governmental activities expenses	408,439,443	386,959,778	358,302,684	525,119,240	503,638,636
Business-type activities:					
RCTC 91 Express Lanes	59,962,158	55,039,168	49,452,297	13,260,254	-
15 Express Lanes	-	-	-	-	-
Total primary government expenses	$ 468,401,601	$ 441,998,946	$ 407,754,981	$ 538,379,494	$ 503,638,636
Program Revenues					
Governmental activities:					
Charges for services					
CETAP	$ -	$ -	$ -	$ -	$ -
Commuter rail	251,084	155,587	254,627	250,416	255,847
Highways	95,002	132,681	51,629	-	-
Motorist assistance	-	35,980	4,149	635,373	1,076,751
Other	133	326	479	447	421
Operating grants and contributions	125,725,762	93,084,805	45,363,624	35,611,287	42,568,860
Capital grants and contributions	44,793,683	74,558,439	66,910,285	16,451,903	54,062,314
Total governmental activities program revenues	170,865,664	167,967,818	112,584,793	52,949,426	97,964,193
Business-type activities:					
Charges for services					
RCTC 91 Express Lanes	56,440,369	58,423,461	50,446,824	10,123,572	-
15 Express Lanes	-	-	-	-	-
Operating grants and contributions	-	-	-	1,723	-
Total business-type activities program revenues	56,440,369	58,423,461	50,446,824	10,125,295	-
Total primary government revenues	227,306,033	226,391,279	163,031,617	63,074,721	97,964,193
Net Revenues (Expenses)					
Governmental activities	(237,573,779)	(218,991,960)	(245,717,891)	(472,169,814)	(405,674,443)
Business-type activities	(3,521,789)	3,384,293	994,527	(3,134,959)	-
Total primary government net expense	$ (241,095,568)	$ (215,607,667)	$ (244,723,364)	$ (475,304,773)	$ (405,674,443)
General Revenues and Other Changes in Net Position					
Governmental activities:					
Measure A sales taxes	$ 195,036,321	$ 201,204,995	$ 176,301,656	$ 175,320,207	$ 167,630,239
Transportation Development Act sales taxes	128,080,154	131,021,230	110,878,557	94,639,514	97,134,594
Unrestricted investment earnings	14,537,908	21,130,957	8,916,321	4,262,323	8,383,732
Other miscellaneous revenue	574,705	3,261,873	2,497,942	5,859,819	4,950,964
Gain on sale of capital assets	-	443,461	-	-	738,335
Transfers	2,010,675	2,977,396	(14,949,641)	290,547,316	-
Total governmental activities	340,239,763	360,039,912	283,644,835	570,629,179	278,837,864
Business-type activities:					
Unrestricted investment earnings	3,896,708	2,764,137	(32,662)	3,435	-
Transfers	(2,010,675)	(2,977,396)	14,949,641	(290,547,316)	-
Total business-type activities	1,886,033	(213,259)	14,916,979	(290,543,881)	-
Total primary government	$ 342,125,796	$ 359,826,653	$ 298,561,814	$ 280,085,298	$ 278,837,864
Changes in Net Position					
Governmental activities	$ 102,665,984	$ 141,047,952	$ 37,926,944	$ 98,459,365	$ (126,836,579)
Business-type activities	(1,635,756)	3,171,034	15,911,506	(293,678,840)	-
Total primary government	$ 101,030,228	$ 144,218,986	$ 53,838,450	$ (195,219,475)	$ (126,836,579)

Source: Finance Department

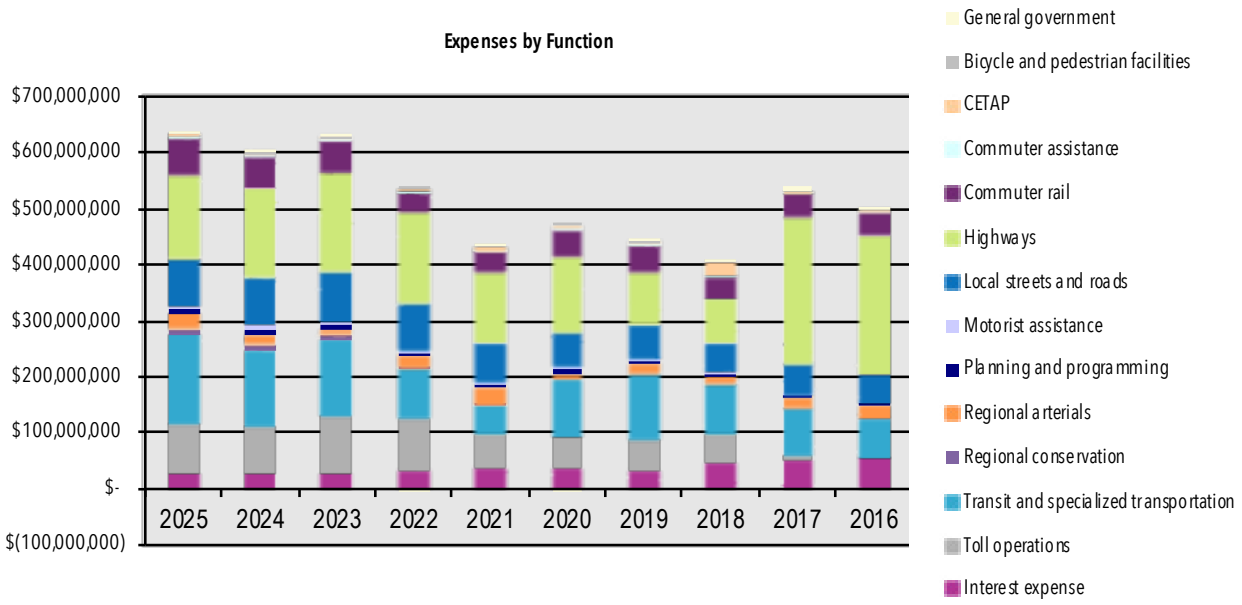
[3] In FY 2017 the Commission reached substantial completion on the 91 Project and in March 2017 the RCTC 91 Express Lanes opened to motorists. Additionally, the Commission early implemented GASB Statement No. 75, *Accounting and Financial Reporting for Post-Employment Benefits Other Than Pensions,* and GASB Statement No. 85, *Omnibus 2017*.

Riverside County Transportation Commission

Changes in Primary Government Net Position (Continued)

Last Ten Fiscal Years

(Accrual Basis)

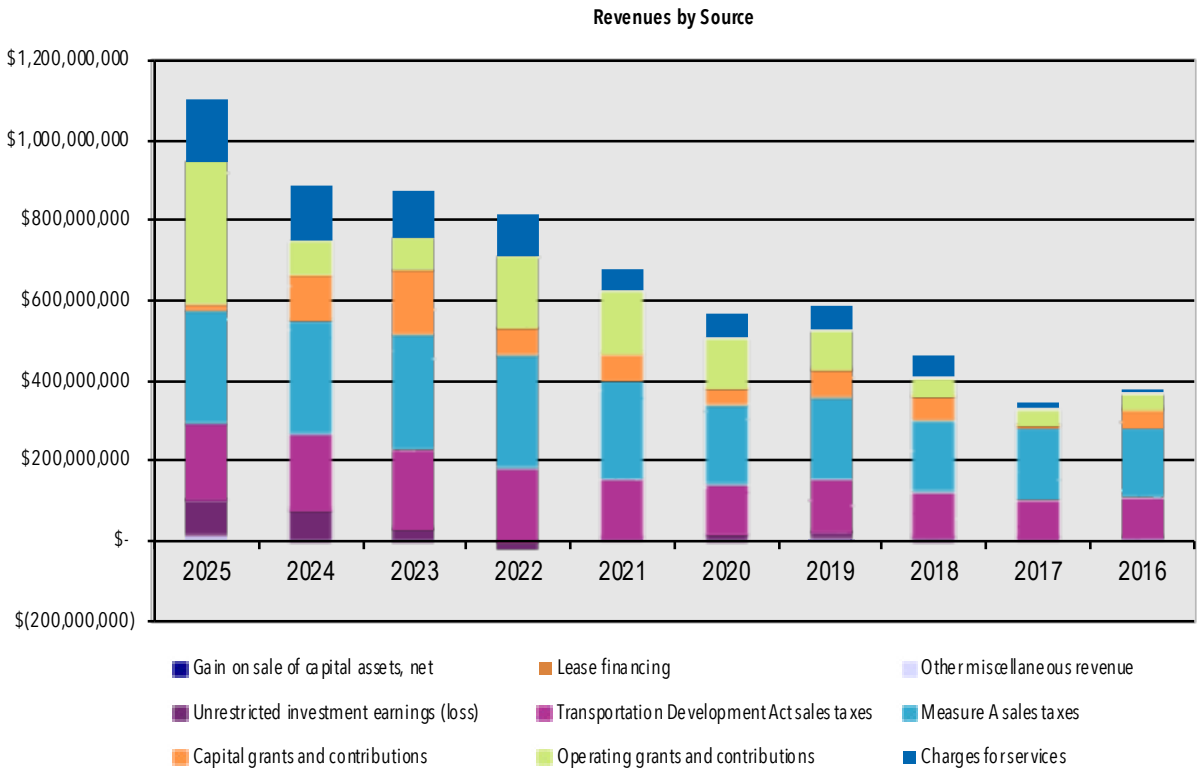


Riverside County Transportation Commission

Changes in Primary Government Net Position (Continued)

Last Ten Fiscal Years

(Accrual Basis)



Riverside County Transportation Commission

Fund Balances of Governmental Funds

Last Ten Fiscal Years

(Modified Accrual Basis)

	Fiscal Year				
	2025	2024	2023	2022	2021
GENERAL FUND					
General fund:					
Nonspendable	$ 493,452	$ 436,073	$ 541,973	$ 479,416	$ 164,621
Restricted	51,369,336	38,937,289	33,989,895	32,259,329	34,147,160
Unassigned	2,222,925	2,264,865	2,568,283	3,049,765	3,606,250
Total general fund	$ 54,085,713	$ 41,638,227	$ 37,100,151	$ 35,788,510	$ 37,918,031
ALL OTHER GOVERNMENTAL FUNDS					
All other governmental funds:					
Nonspendable	$ 528,577	$ 519,394	$ 1,335,606	$ 3,168,147	$ 3,393,790
Restricted	1,660,206,117	1,392,168,747	1,232,729,866	1,066,079,305	927,622,993
Unassigned	-	-	(3,392)	(389,756)	(143,114)
Total all other governmental funds	$ 1,660,734,694	$ 1,392,688,141	$ 1,234,062,080	$ 1,068,857,696	$ 930,873,669

Source: Finance Department

Riverside County Transportation Commission

Fund Balances of Governmental Funds, Continued

Last Ten Fiscal Years

(Modified Accrual Basis)

	Fiscal Year				
	2020	2019	2018	2017	2016
GENERAL FUND					
General fund:					
Nonspendable	$ 136,038	$ 345,881	$ 232,793	$ 232,759	$ 192,235
Restricted	22,458,450	25,551,922	22,470,358	16,321,159	7,143,844
Assigned	3,267,803	3,226,466	3,337,343	2,572,182	3,456,111
Total general fund	$ 25,862,291	$ 29,124,269	$ 26,040,494	$ 19,126,100	$ 10,792,190
ALL OTHER GOVERNMENTAL FUNDS					
All other governmental funds:					
Nonspendable	$ 3,033,953	$ 3,675,091	$ 4,627,240	$ 9,162,068	$ 10,848,614
Restricted	781,460,503	758,687,069	745,638,560	678,147,954	718,780,598
Unassigned	(30,566)	(1,272,356)	(268,754)	(23,054)	-
Total all other governmental funds	$ 784,463,890	$ 761,089,804	$ 749,997,046	$ 687,286,968	$ 729,629,212

Source: Finance Department

Riverside County Transportation Commission

Changes in Fund Balances of Governmental Funds

Last Ten Fiscal Years

(Modified Accrual Basis)

	Fiscal Year				
	2025	**2024**	**2023**	**2022**	**2021**
Revenues					
Sales taxes	$ 468,296,048	$ 475,849,669	$ 485,319,889	$ 460,852,862	$ 389,559,469
Transportation Uniform Mitigation Fee	34,609,340	40,959,784	34,416,894	35,509,031	28,301,547
Intergovernmental	334,729,981	161,229,608	201,023,563	213,808,004	203,029,590
Investment income	79,798,102	61,612,402	25,470,256	(14,230,774)	2,387,089
Other	13,994,711	3,297,846	4,523,510	3,274,412	5,863,647
Total revenues	931,428,182	742,949,309	750,754,112	699,213,535	629,141,342
Expenditures					
Current:					
General Government	365,803	389,203	348,045	341,937	410,552
Programs:					
Bicycle and pedestrian facilities	1,173,758	1,756,152	2,578,177	1,587,819	3,388,814
CETAP	830,483	6,576,188	1,011,752	5,279,295	2,016,814
Commuter assistance	4,869,827	3,614,528	4,030,094	3,434,404	3,071,831
Commuter rail	57,783,745	59,127,918	50,332,347	21,219,827	29,379,805
Highways	167,367,743	200,832,453	254,845,996	247,656,937	197,817,830
Local streets and roads	84,749,482	85,454,316	87,229,315	85,183,610	74,082,952
Motorist assistance	5,305,257	4,933,764	4,507,515	4,474,970	4,486,182
Planning and programming	11,049,698	12,081,681	7,288,820	5,702,031	3,640,958
Regional arterials	25,156,025	17,089,385	8,092,122	24,379,344	30,972,795
Regional conservation	9,842,431	8,863,323	8,476,417	3,974,222	1,721,498
Transit and specialized transportation	158,335,326	134,947,957	134,422,630	85,924,817	50,489,119
Debt service:					
Principal	35,638,675	33,535,635	32,215,097	30,573,211	28,505,099
Interest	35,005,946	36,603,078	38,199,381	39,649,974	41,255,647
Cost of Issuance	-	-	-	-	-
Payment to escrow agent	-	-	-	-	-
Capital outlay	10,129,879	6,007,996	4,865,026	5,950,413	4,750,342
Total expenditures	607,604,078	611,813,577	638,442,734	565,332,811	475,990,238
Excess (deficiency) of revenues over (under) expenditures	323,824,104	131,135,732	112,311,378	133,880,724	153,151,104
Other financing sources (uses):					
Refunding debt issuance	-	-	-	-	-
Debt issuance	-	-	-	-	15,660,996
Premium on debt issuance	-	-	-	-	-
Lease liabilities issued	2,584,421	319,719	-	-	-
Payment to refunded bond escrow agent	-	-	-	-	-
Transfers in	128,371,842	163,950,369	173,799,523	115,432,568	116,427,274
Transfers out	(174,286,328)	(132,241,683)	(119,594,876)	(113,458,786)	(126,773,855)
Total other financing sources (uses)	(43,330,065)	32,028,405	54,204,647	1,973,782	5,314,415
Net change in fund balances	$ 280,494,039	$ 163,164,137	$ 166,516,025	$ 135,854,506	$ 158,465,519
Debt service as a percentage of noncapital expenditures	12.3%	12.9%	12.8%	14.8%	17.7%

Source: Finance Department

Riverside County Transportation Commission
Changes in Fund Balances of Governmental Funds, Continued
Last Ten Fiscal Years
(Modified Accrual Basis)

	Fiscal Year				
	2020	2019	2018	2017	2016
Revenues					
Sales taxes	$ 323,116,475	$ 332,226,225	$ 287,180,213	$ 269,959,721	$ 264,764,833
Transportation Uniform Mitigation Fee	23,257,905	29,968,449	23,699,764	19,594,829	19,831,327
Intergovernmental	145,904,252	138,541,133	88,207,011	32,467,616	76,821,362
Investment income	14,594,910	21,311,968	9,149,672	4,483,174	8,592,753
Other	2,283,994	6,418,190	3,199,483	6,746,055	7,295,648
Total revenues	509,157,536	528,465,965	411,436,143	333,251,395	377,305,923
Expenditures					
Current:					
General Government	546,338	1,044,403	977,898	6,558,752	6,514,255
Programs:					
Bicycle and pedestrian facilities	1,367,800	2,319,895	1,142,306	1,314,932	233,815
CETAP	11,104,808	1,394,120	22,275,429	4,028,104	5,249,516
Commuter assistance	3,938,474	3,603,353	3,647,662	2,686,073	2,648,632
Commuter rail	41,069,694	40,805,316	37,700,157	32,820,139	95,717,909
Highways	285,955,203	203,662,390	187,087,621	250,383,800	372,657,029
Local streets and roads	59,475,694	61,470,359	53,639,698	51,864,011	49,826,564
Motorist assistance	4,934,056	4,398,842	3,825,722	4,177,349	4,159,520
Planning and programming	8,828,203	4,307,859	4,677,940	3,248,031	4,090,731
Regional arterials	12,059,400	17,042,375	12,888,439	19,056,339	23,111,109
Regional conservation	-	-	-	-	-
Transit and specialized transportation	99,777,205	117,748,091	90,153,923	80,764,125	70,652,804
Debt service:					
Principal	27,253,683	25,977,461	62,140,974	27,317,242	7,814,176
Interest	42,511,371	43,595,769	50,606,912	44,684,153	45,620,922
Cost of Issuance	-	-	2,256,061	654,007	-
Payment to escrow agent	-	-	70,800,000	63,900,000	-
Capital outlay	3,536,042	5,663,109	2,606,851	5,670,356	1,182,208
Total expenditures	602,357,971	533,033,342	606,427,593	599,127,413	689,479,190
Excess (deficiency) of revenues over (under) expenditures	(93,200,435)	(4,567,377)	(194,991,450)	(265,876,018)	(312,173,267)
Other financing sources (uses):					
Refunding debt issuance	-	-	457,015,000	-	-
Debt issuance	111,301,868	14,946,136	158,760,000	249,498,089	248,792,225
Premium on debt issuance	-	-	119,713,807	8,414,007	-
Lease liabilities issued	-	-	-	-	-
Payment to refunded bond escrow agent	-	55,000	(471,089,840)	-	-
Transfers in	119,642,321	116,363,248	300,623,670	182,713,859	162,708,720
Transfers out	(117,631,646)	(112,620,474)	(300,406,715)	(208,758,271)	(162,708,720)
Total other financing sources (uses)	113,312,543	18,743,910	264,615,922	231,867,684	248,792,225
Net change in fund balances	$ 20,112,108	$ 14,176,533	$ 69,624,472	$ (34,008,334)	$ (63,381,042)
Debt service as a percentage of noncapital expenditures	15.8%	16.7% [1]	12.2%	12.2%	10.6%

Source: Finance Department

[1] Debt service as a percentage of noncapital expenditures in 2018 increased significantly as a result of the retirement of commercial paper and a current refunding of debt, which included a swap termination payment.

Riverside County Transportation Commission

Sources of County of Riverside Taxable Sales by Business Type

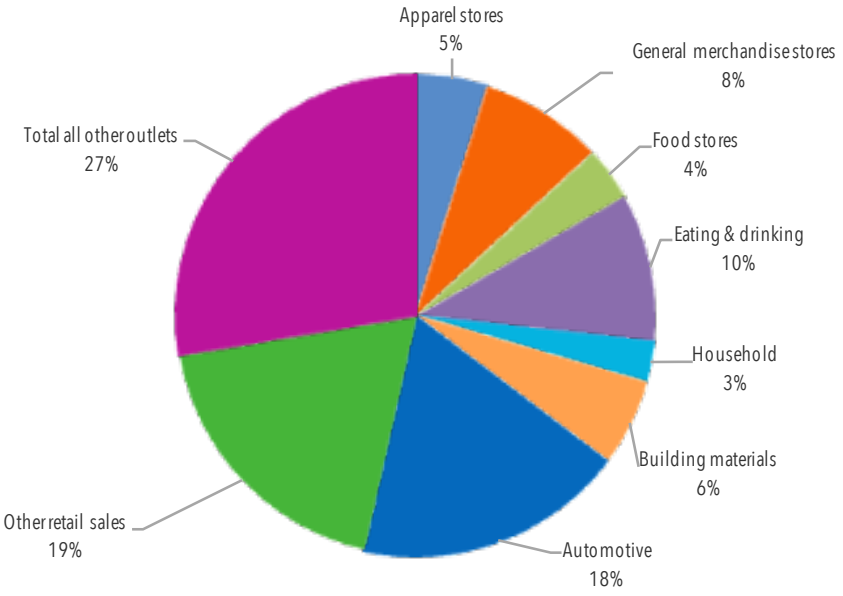
Last Ten Calendar Years (In Thousands)

	2024 [1]	2023	2022	2021	2020
Apparel stores	$ 2,946,222	$ 2,889,254	$ 2,960,410	$ 2,787,245	$ 1,834,633
General merchandise stores	5,024,220	5,089,133	5,099,730	4,756,624	4,123,079
Food stores	2,257,250	2,228,186	2,258,142	2,121,729	1,953,653
Eating & drinking	6,020,338	5,747,978	5,523,671	4,936,088	3,615,577
Household	1,688,692	1,752,713	1,913,811	1,999,156	2,106,383
Building materials	3,532,475	3,426,895	3,739,593	3,598,728	3,103,094
Automotive	11,082,144	11,637,689	12,734,351	11,430,453	8,509,066
Other retail sales	11,463,349	11,291,973	11,239,330	9,700,524	5,076,176
Total all other outlets	16,812,263	17,030,772	16,648,116	14,204,649	11,991,812
	$ 60,826,953	$ 61,094,593	$ 62,117,154	$ 55,535,196	$ 42,313,473
Measure A direct sales tax rate (Ordinance 88-1 through 2009 and 02-001 thereafter)	0.50%	0.50%	0.50%	0.50%	0.50%

Source: California Department of Tax and Fee Administration, as successor to California State Board of Equalization

[1] Year represents most recent data available.

Sources of County of Riverside Taxable Sales by Business Type for 2024



Riverside County Transportation Commission

Sources of County of Riverside Taxable Sales by Business Type, Continued

Last Ten Calendar Years (In Thousands)

	2019	2018	2017	2016	2015
Apparel stores	$ 2,361,700	$ 2,315,433	$ 2,199,511	$ 2,190,228	$ 2,136,728
General merchandise stores	3,967,112	3,560,755	3,101,256	3,052,409	3,040,244
Food stores	1,822,075	1,790,507	1,666,910	1,574,030	1,727,518
Eating & drinking	4,282,201	4,004,657	3,852,674	3,648,980	3,384,494
Household	2,104,126	1,962,650	1,730,702	1,386,985	1,135,235
Building materials	2,500,049	2,346,508	2,161,593	1,965,101	1,826,294
Automotive	8,938,497	8,788,907	8,282,532	7,751,812	7,693,173
Other retail sales	3,087,294	3,273,276	2,586,770	2,452,591	2,338,039
Total all other outlets	11,563,944	10,876,806	10,550,866	10,209,008	9,629,185
	$ 40,626,998	$ 38,919,499	$ 36,132,814	$ 34,231,144	$ 32,910,910
Measure A direct sales tax rate (Ordinance 88-1 through 2009 and 02-001 thereafter)	0.50%	0.50%	0.50%	0.50%	0.50%

Source: California Department of Tax and Fee Administration, as successor to California State Board of Equalization

Riverside County Transportation Commission

Direct and Overlapping Sales Tax Rates

Last Ten Fiscal Years

Fiscal Year	Measure A Direct Rate [1]	County of Riverside
2025	0.50%	7.75%
2024	0.50%	7.75%
2023	0.50%	7.75%
2022	0.50%	7.75%
2021	0.50%	7.75%
2020	0.50%	7.75%
2019	0.50%	7.75%
2018	0.50%	7.75%
2017	0.50%	7.75%
2016	0.50%	8.00%

Source: Commission Finance Department and California Department of Tax and Fee Administration, as successor to California State Board of Equalization.

[1] The Measure A sales tax rate may be changed only with the approval of 2/3 of the voters.

Riverside County Transportation Commission

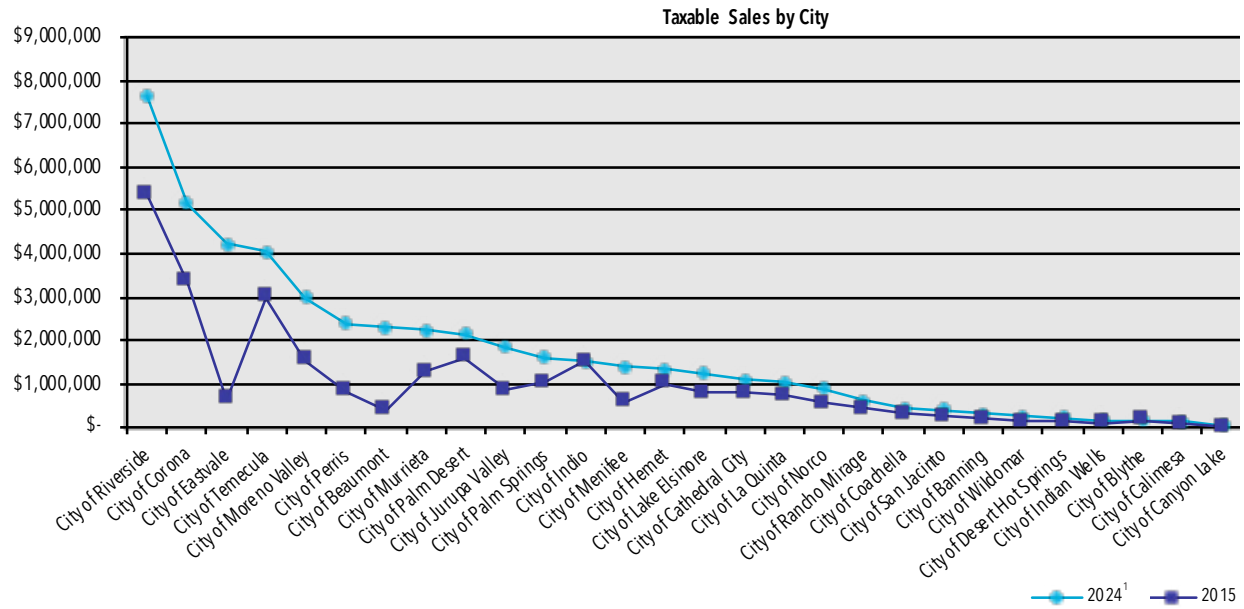
Principal Taxable Sales Generation by City

Current Year and Nine Years Ago

	2024 [1]			2015		
	Taxable Sales (in thousands)	Rank	Percentage of Total	Taxable Sales (in thousands)	Rank	Percentage of Total
City of Riverside	$ 7,646,389	2	7.0%	$ 5,371,364	2	8.8%
City of Corona	5,175,921	3	4.8%	3,358,691	3	5.5%
City of Eastvale	4,245,945	4	3.9%	656,460	16	1.1%
City of Temecula	4,055,948	5	3.7%	2,990,735	4	4.9%
City of Moreno Valley	2,999,861	6	2.8%	1,559,831	6	2.6%
City of Perris	2,390,365	7	2.2%	815,256	12	1.3%
City of Beaumont	2,313,404	8	2.1%	394,993	20	0.6%
City of Murrieta	2,235,005	9	2.1%	1,281,529	8	2.2%
City of Palm Desert	2,159,235	10	2.0%	1,616,175	5	2.7%
City of Jurupa Valley	1,851,956	11	1.7%	867,419	11	1.4%
City of Palm Springs	1,593,639	12	1.5%	1,039,923	9	1.7%
City of Indio	1,530,785	13	1.4%	1,530,785	7	2.5%
City of Menifee	1,385,891	14	1.3%	580,358	17	1.0%
City of Hemet	1,343,302	15	1.1%	1,004,651	10	1.7%
City of Lake Elsinore	1,244,394	16	1.1%	796,126	14	1.3%
City of Cathedral City	1,080,654	17	1.0%	804,140	13	1.3%
City of La Quinta	1,041,860	18	1.0%	739,622	15	1.2%
City of Norco	896,201	19	0.8%	543,871	18	0.9%
City of Rancho Mirage	605,816	20	0.6%	429,732	19	0.7%
City of Coachella	436,631	21	0.4%	307,891	21	0.5%
City of San Jacinto	408,612	22	0.4%	237,342	22	0.4%
City of Banning	319,771	23	0.3%	185,498	23	0.3%
City of Wildomar	257,728	24	0.2%	139,384	25	0.2%
City of Desert Hot Springs	221,262	25	0.2%	127,502	26	0.2%
City of Indian Wells	162,878	26	0.1%	100,954	27	0.2%
City of Blythe	151,278	27	0.1%	157,847	24	0.3%
City of Calimesa	142,697	28	0.1%	64,524	28	0.1%
City of Canyon Lake	35,980	29	0.0%	18,299	29	0.0%
Incorporated	47,933,410		44.1%	27,720,902		45.5%
Unincorporated	60,826,953	[1]	55.9%	33,166,660	[1]	54.5%
Countywide	$ 108,760,363		100.0%	$ 60,887,562		100.0%
California	$ 930,280,960			$ 638,631,955		

Source: California Department of Tax and Fee Administration, as successor to California State Board of Equalization, for the calendar year indicated.

[1] Year represents most recent data available.



Riverside County Transportation Commission

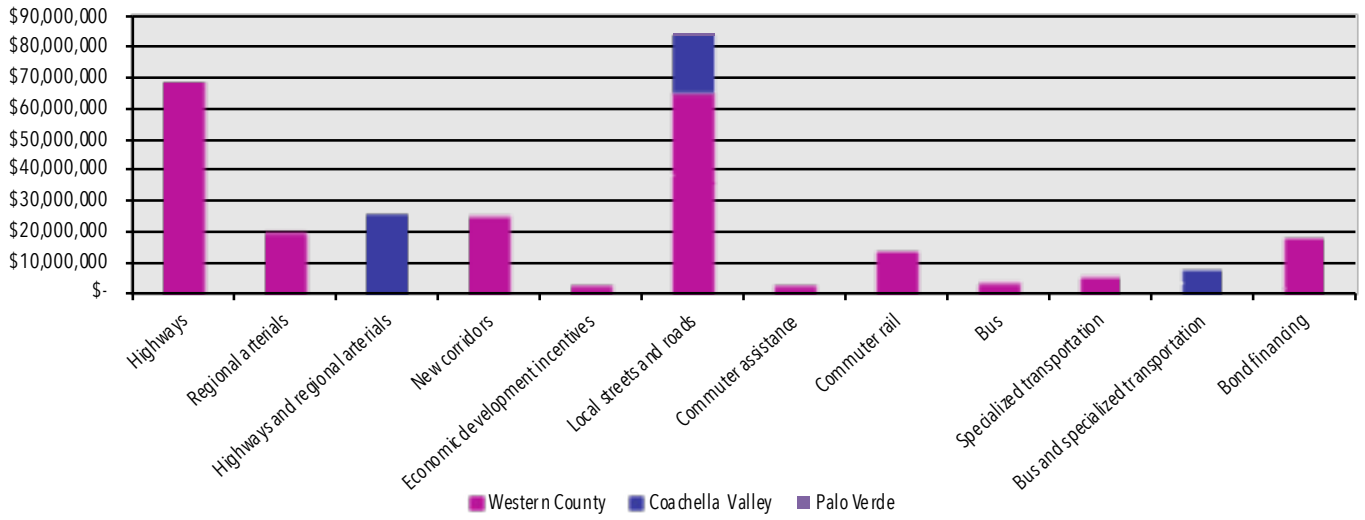
Measure A Sales Tax Revenues by Program and Geographic Area

Year Ended June 30, 2025

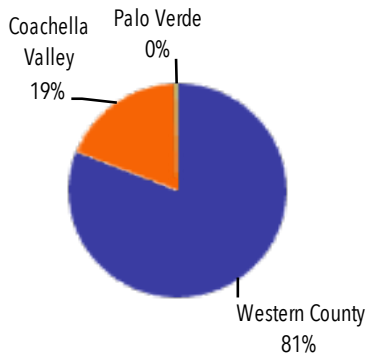
	Special Revenue Funds			
	Western County	Coachella Valley	Palo Verde	Total
Highways	$ 68,776,289	$ -	$ -	$ 68,776,289
Regional arterials	20,228,320	-	-	20,228,320
Highways and regional arterials	-	26,259,802	-	26,259,802
New corridors	24,948,262	-	-	24,948,262
Economic development incentives	2,697,109	-	-	2,697,109
Local streets and roads	65,404,903	18,381,861	962,718	84,749,482
Public transit:				
Commuter assistance	3,371,387	-	-	3,371,387
Commuter rail	13,755,258	-	-	13,755,258
Bus	3,438,815	-	-	3,438,815
Specialized transportation	5,731,357	-	-	5,731,357
Bus and specialized transportation	-	7,877,941	-	7,877,941
Bond financing	18,205,488	-	-	18,205,488
	$ 226,557,188	$ 52,519,604	$ 962,718	$ 280,039,510

Source: Finance Department

Sales Tax Revenues by Program and Geographic Area



Geographic Distribution by Area



Riverside County Transportation Commission

Measure A Sales Tax by Economic Category

Last Ten Calendar Years

	% of Total									
Economic Category	2024[1]	2023	2022	2021	2020	2019	2018	2017	2016	2015
General retail	28.8	28.5	28.5	30.9	31.6	28.1	28.9	28.3	28.9	28.8
Transportation	22.3	23.0	24.3	24.0	22.4	24.2	24.6	25.3	25.1	25.9
Food products	17.3	16.7	16.2	15.8	15.2	17.7	17.8	17.6	17.7	17.3
Business to business	15.7	16.3	15.7	14.8	15.8	16.7	16.3	15.6	15.3	15.0
Construction	10.5	10.9	11.3	10.9	11.5	10.7	10.8	10.8	10.8	10.8
Miscellaneous	5.4	4.6	4.0	3.6	3.5	2.6	1.6	2.4	2.2	2.2
Total	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0

Source: MuniServices LLC., an Avenu Company

[1] Year represents most recent data available.

Riverside County Transportation Commission

Measure A Revenues and Pledged Revenue Coverage[1]

Last Ten Fiscal Years

	Sales Tax Revenue Bonds				
Fiscal Year	Net Measure A Sales Tax Revenues[2]	Measure A Sales Tax Revenue Growth (Decline) Rate		Total Debt Service	Total Debt Service Coverage Ratio
2025	$ 280,039,510	-0.62%		$ 69,158,288	4.05
2024	281,794,698	-1.96%	[4]	69,215,038	4.07
2023	287,428,762	2.59%		69,555,288	4.13
2022	280,170,582	15.32%		69,594,288	4.03
2021	242,943,840	24.56%		69,519,038	3.49
2020	195,036,321	-3.07%	[3]	69,537,488	2.80
2019	201,204,995	14.13%		69,555,738	2.89
2018	176,301,656	0.56%		75,159,543	2.35
2017	175,320,207	4.59%		51,889,982	3.38
2016	167,630,239	2.78%		53,400,019	3.14
2015	163,092,776	4.31%		53,300,072	3.06

Source: Finance Department

[1] This schedule meets the requirements for Continuing Disclosure of historical Measure A sales tax revenues.

[2] Sales tax revenue bonds are backed by the sales tax revenues, net of California Department of Tax and Fee Administration, as successor to Board of Equalization, administrative fees.

[3] Sales tax revenues decreased in FY 2020 due to COVID-19 impacts.

[4] Sales tax revenues decreased in FY 2024 due to inflation and economic impacts.

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Riverside County Transportation Commission

Ratios of Outstanding Debt by Type

Last Ten Fiscal Years

	Governmental Activities					
Year	Sales Tax Revenue Bonds, net of premium and discount	Commercial Paper	MSHCP Funding Liability	Lease and Subscription IT Liabilities [2]	Capital Leases	TIFIA Loan
2025	$ 705,095,331	$ -	$ -	$ 4,171,514	$ -	$ -
2024	747,482,057	-	-	3,015,770	-	-
2023	788,875,246	-	-	3,713,036	-	-
2022	830,738,739	-	-	3,398,016	-	-
2021	871,561,216	-	-	-	31,722	-
2020	911,246,727	-	-	-	41,821	128,092,018
2019	950,003,406	-	3,000,000	-	50,504	15,121,739
2018	987,810,267	-	6,000,000	-	7,965	-
2017	792,916,124	30,000,000	9,000,000	-	28,939	-
2016	782,532,106	20,000,000	12,000,000	-	46,181	-

Sources: Finance Department for outstanding debt for the fiscal year ended June 30 and California State Department of Finance for population as of January 1.

[1] See the Schedule of Demographic and Economic Statistics for personal income and population data.

[2] In FY 2022, the Commission implemented GASB Statement No. 87, *Leases*. In FY 2023, the Commission implemented GASB No. 96, *Subscriptions*. Prior year amounts in this presentation have not been revised to reflect this change.

Riverside County Transportation Commission

Ratios of Outstanding Debt by Type, Continued

Last Ten Fiscal Years

Year	Business-Type Activities: Toll Revenue Bonds, net of discount, premium, and accretion	Business-Type Activities: TIFIA Loan	Total Primary Government	Percentage of Personal Income [1]	County of Riverside Population	Debt per Capita [1]
2025	$ 734,962,387	$ -	$ 1,444,229,232	N/A	2,495,600	$ 578.71
2024	737,054,073	- 171,814,287	1,659,366,187	N/A	2,442,378	679.41
2023	734,891,709	167,030,354	1,694,510,345	N/A	2,439,234	694.69
2022	733,034,464	162,385,853	1,729,557,072	1.36%	2,435,525	710.14
2021	210,216,120	656,943,710	1,738,752,768	1.37%	2,454,453	708.41
2020	204,647,796	486,339,336	1,730,367,698	1.38%	2,442,304	708.50
2019	199,423,911	469,870,660	1,637,470,220	1.44%	2,440,124	671.06
2018	194,522,170	453,980,866	1,642,321,268	1.57%		689.29
2017	189,923,251	438,628,419	1,460,496,733	1.47%		612.42
2016	185,607,330	277,696,320	1,277,881,937	1.34%		551.30

Sources: Finance Department for outstanding debt for the fiscal year ended June 30 and California State Department of Finance for population as of January 1.

[1] See the Schedule of Demographic and Economic Statistics for personal income and population data.

Riverside County Transportation Commission

Computation of Legal Debt Margin [1]

Last Ten Fiscal Years

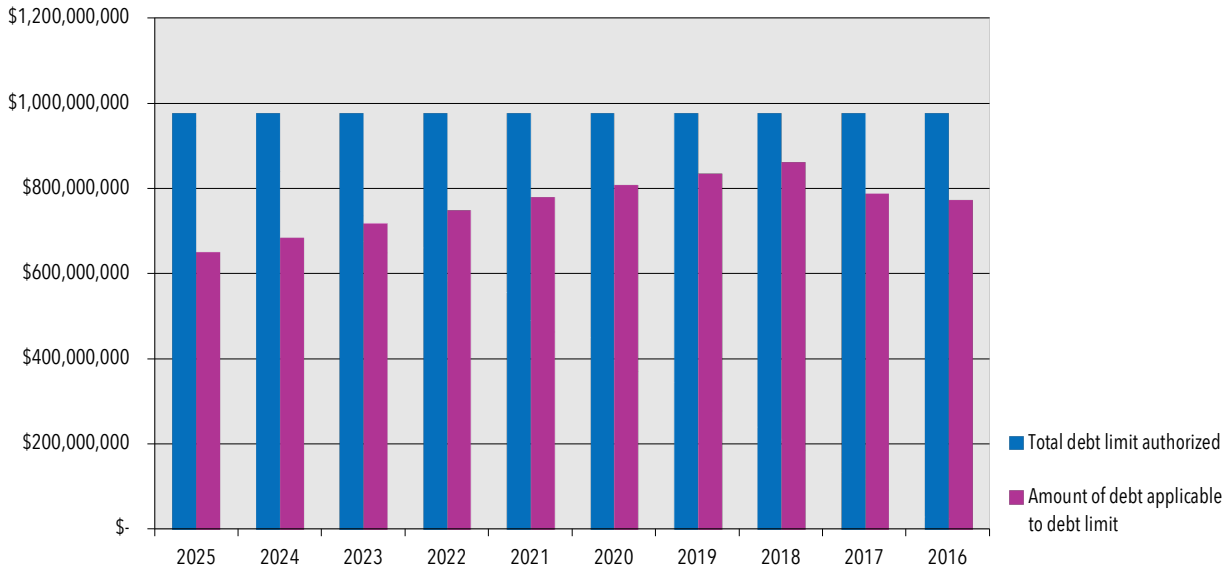
	Fiscal Year				
	2025	2024	2023	2022	2021
Measure A Ordinance No. 02-001, as amended by Ordinance No. 10-002 [2]					
Total debt limit authorized	$ 975,000,000	$ 975,000,000	$ 975,000,000	$ 975,000,000	$ 975,000,000
Amount of debt applicable to debt limit	649,070,000	683,280,000	715,915,000	747,320,000	777,315,000
Legal debt margin	$ 325,930,000	$ 291,720,000	$ 259,085,000	$ 227,680,000	$ 197,685,000
% of debt to legal debt limit	66.6%	70.1%	73.4%	76.6%	79.7%

Source: Finance Department

[1] The Commission's debt limit was approved by the voters of Riverside County as part of the sales tax ordinance and is specific to the Commission; accordingly, there are no overlapping debt considerations.

[2] Ordinance No. 02-001 was approved by a 2/3 majority of the voters in November 2002. In November 2010, a majority of the voters approved Ordinance No. 10-002 to increase the debt limit from $500 million to $975 million.

Measure A Ordinance No. 02-001, as amended by Ordinance No. 10-002



Riverside County Transportation Commission

Computation of Legal Debt Margin, Continued [1]

Last Ten Fiscal Years

	Fiscal Year				
	2020	2019	2018	2017	2016
Measure A Ordinance No. 02-001, as amended by Ordinance No. 10-002 [2]					
Total debt limit authorized	$ 975,000,000	$ 975,000,000	$ 975,000,000	$ 975,000,000	$ 975,000,000
Amount of debt applicable to debt limit	805,810,000	833,055,000	859,020,000	786,240,000	771,300,000
Legal debt margin	$ 169,190,000	$ 141,945,000	$ 115,980,000	$ 188,760,000	$ 203,700,000
% of debt to legal debt limit	82.6%	85.4%	88.1%	80.6%	79.1%

Source: Finance Department

Riverside County Transportation Commission

Demographic and Economic Statistics for the County of Riverside

Last Ten Calendar Years

Calendar Year	Population [1]	Personal Income (thousands) [2]	Per Capita Personal Income [2]	Unemployment Rate [3]
2025	2,495,600	N/A	N/A	N/A
2024	2,442,378	N/A	N/A	5.3%
2023	2,430,976	$ 133,968,557	$ 53,750	4.8%
2022	2,435,525	127,195,983	51,415	4.2%
2021	2,454,453	125,820,553	51,180	7.3%
2020	2,442,304	114,090,413	45,834	10.2% [4]
2019	2,440,124	104,794,676	42,418	4.2%
2018	2,415,955	99,591,680	40,637	4.4%
2017	2,382,640	95,140,992	39,261	5.2%
2016	2,347,828	87,827,068	36,782	6.1%

Sources:

[1] California State Department of Finance as of January 1.

[2] U.S. Department of Commerce Bureau of Economic Analysis. Represents most recent data available.

[3] California State Employment Development Department. Represents most recent data available.

[4] 2020 reflects the impacts from COVID-19 pandemic

Riverside County Transportation Commission

Employment Statistics by Industry for the County of Riverside

Calendar Year 2024 and Nine Years Prior

Industry Type	2024 [1]	% of Total Employment	2015	% of Total Employment
Agricultural services, forestry, fishing and other	11,600	1.4%	12,600	1.9%
Mining	500	0.1%	300	0.0%
Construction	74,700	8.8%	52,900	8.0%
Manufacturing	44,400	5.2%	41,300	6.3%
Transportation, warehousing, and public utilities	77,600	9.1%	34,100	5.2%
Wholesale trade	26,900	3.2%	23,300	3.5%
Retail trade	94,000	11.1%	88,700	13.5%
Professional & business services	77,000	9.1%	62,600	9.5%
Education & health services	153,800	18.1%	95,200	14.5%
Leisure & hospitality	104,000	12.3%	83,400	12.7%
Finance, insurance, and real estate	21,100	2.5%	20,900	3.1%
Information	5,700	0.7%	6,400	1.0%
Other services	26,400	3.2%	21,700	3.4%
Federal government	7,800	0.9%	6,900	1.1%
State government	15,200	1.8%	16,300	2.5%
Local government	108,000	12.7%	91,400	13.9%
Total employment	848,700	100.0%	658,000	100.0%

Source: State of California Economic Development Department

[1] Year represents most recent data available.

Riverside County Transportation Commission

Full-time Equivalent Employees by Function/Program

Last Ten Fiscal Years

	As of June 30									
Function/Program	**2025**	**2024**	**2023**	**2022**	**2021** [1]	**2020**	**2019**	**2018**	**2017**	**2016**
Management services and administration	28.7	25.4	24.0	21.1	18.5	18.7	18.0	19.2	17.1	14.7
Planning and programming	5.3	5.8	4.6	4.0	5.3	5.5	3.5	4.2	4.9	6.2
Rail operations and maintenance	3.9	3.9	3.1	3.8	4.4	3.5	3.4	4.1	4.3	4.5
Specialized transit/transportation	2.9	2.7	2.6	2.7	2.6	2.4	2.9	2.4	2.7	2.3
Commuter assistance	1.4	1.4	1.2	0.9	1.8	1.4	1.4	1.7	1.4	1.8
Motorist assistance	1.0	0.8	1.2	0.5	1.0	0.9	0.8	0.9	0.8	0.7
Capital project development and delivery and toll operations	21.4	20.1	19.3	20.7	16.6	17.6	16.0	15.5	15.8	15.8
Regional conservation	16.4	16.9	17.0	13.3	12.8	-	-	-	-	-
Total full-time equivalents	81.0	77.0	73.0	67.0	63.0	50.0	46.0	48.0	47.0	46.0

Source: Finance Department

[1] Effective January 1, 2021, RCTC became the managing agency for the Western Riverside County Regional Conservation Authority.

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Operating Indicators

Last Ten Fiscal Years

	As of June 30				
	2025	**2024**	**2023**	**2022**	**2021**
Toll operations:					
RCTC 91 Express Lanes					
Gross trips	20,952,440	18,996,039	16,689,809	16,778,526	13,025,785
Gross potential revenue	$ 103,668,061	$ 90,335,545	$ 67,843,178	$ 63,190,923	$ 43,734,242
Average gross potential revenue per trip	$ 4.95	$ 4.76	$ 4.06	$ 3.77	$ 3.36
15 Express Lanes [1]					
Gross transactions	34,513,104	29,718,912	25,577,441	23,465,946	4,172,026
Gross potential revenue	$ 46,448,726	$ 35,564,690	$ 30,348,550	$ 29,850,618	$ 5,361,524
Average gross potential revenue per transaction	$ 1.35	$ 1.20	$ 1.19	$ 1.27	$ 1.29
Commuter rail operations: [2]					
Growth of average daily ridership on commuter lines:					
Riverside line	1,237	1,177	996	742	469
IEOC line	2,002	2,151	1,814	1,636	1,028
91 line	2,079	1,839	1,577	1,206	685
Farebox recovery ratio:					
Riverside line	9.1%	14.0%	12.0%	21.2%	6.6%
IEOC line	8.7%	11.9%	9.8%	15.8%	5.4%
91 line	9.5%	14.1%	12.1%	14.8%	5.7%
Specialized transit/transportation:					
Specialized transit grants awarded	15	15	15	15	18
Commuter assistance: [2]					
Rideshare Incentive members	1,147	1,298	1,613	203	97
Rideshare Plus Rewards members	N/A	N/A	N/A	88	107
Monthly spotlight participants	2,589	2,554	4,344	N/A	N/A
Rideshare pledges	1,450	2,202	1,261	391	N/A
Rideguides produced	5,089	4,491	4,293	3,320	2,748
VanClub vanpools	49	35	37	33	29
Motorist assistance:					
Call boxes	-	158	158	158	158
Calls made from call boxes	464	645	782	935	936
Contracted Freeway Service Patrol vehicles	20	20	22	26	26
Assists by Freeway Service Patrol	63,880	58,801	51,583	54,217	59,711
IE511 web visits	545,074	446,983	901,233 [3]	160,930	204,259
IE511 call volumes	53,498	55,184	72,689	77,868	65,046
Transportation Uniform Mitigation Fee program:					
Approved regional arterial projects	8	8	8 [4]	25	23
Measure A program:					
Highways	$ 164,076,169	$ 168,912,995	$ 100,376,319	$ 129,198,965	$ 123,154,255
Commuter rail	21,495,691	34,143,569	19,310,998	12,079,835	16,871,212
Regional arterials	15,932,484	14,324,752	4,626,056	3,207,422	1,249,823
Local streets and roads	84,749,482	85,454,316	87,229,315	85,183,610	74,082,952
Specialized transit and commuter assistance	19,064,674	17,318,323	22,212,832	17,397,325	11,629,836
Total program expenditures	$ 305,318,500	$ 320,153,955	$ 233,755,520	$ 247,067,157	$ 226,988,078

Source: Commission Departments

[1] In FY 2021, the Commission reached substantial completion on the I-15 Express Lanes project and in April 2021 the 15 Express Lanes opened to motorists.

[2] In FY2021, the decrease in commuter rail operations and commuter assistance is a result of the impacts of COVID-19 and stay at home orders.

[3] In FY 2023, the increase in Motorist Assistance IE 511 website visits is a result of a new regional platform shared with LA Metro, SBCTA, OCTA, VCTC, and RCTC.

[4] In FY 2023, the decrease represents the remaining approved regional arterial projects to be funded.

Riverside County Transportation Commission

Operating Indicators, Continued

Last Ten Fiscal Years

	As of June 30				
	2020	**2019**	**2018**	**2017**	**2016**
Toll operations:					
RCTC 91 Express Lanes					
Gross trips	13,119,123	15,143,222	14,518,302	4,049,067	-
Gross potential revenue	$ 56,058,450	$ 57,172,266	$ 47,941,733	$ 9,618,429	-
Average gross potential revenue per trip	$ 4.12	$ 3.78	$ 3.30	$ 2.38	-
15 Express Lanes					
Gross transactions	-	-	-	-	-
Gross potential revenue	-	-	-	-	-
Average gross potential revenue per transaction	-	-	-	-	-
Commuter rail operations:					
Growth of average daily ridership on commuter lines:					
Riverside line	3,961	3,868	3,863	4,050	4,404
IEOC line	4,784	4,656	4,874	4,900	4,438
91 line	3,731	3,293	3,109	3,258	2,610
Farebox recovery ratio:					
Riverside line	19.8%	43.0%	45.4%	47.2%	45.7%
IEOC line	21.1%	27.5%	29.2%	31.8%	33.4%
91 line	16.4%	24.1%	26.5%	26.5%	27.7%
Specialized transit/transportation:					
Specialized transit grants awarded	18	18	16	17	17
Commuter assistance:					
Rideshare Incentive members	519	526	573	505	597
Rideshare Plus Rewards members	630	917	1,114	792	1,142
Monthly spotlight participants	N/A	N/A	N/A	N/A	N/A
Rideshare pledges	8,349	7,836	5,959	4,886	4,249
Rideguides produced	5,901	6,246	4,606	5,219	8,607
VanClub vanpools	32	67	31	N/A	N/A
Motorist assistance:					
Call boxes	158	231	241	240	545
Calls made from call boxes	979	1,384	1,598	2,161	3,053
Contracted Freeway Service Patrol vehicles	26	26	20	20	21
Assists by Freeway Service Patrol	49,051	44,607	41,417	40,180	36,711
IE511 web visits	296,339	213,689	408,021	618,130	473,462
IE511 call volumes	95,164	114,045	142,287	201,099	233,895
Transportation Uniform Mitigation Fee program:					
Approved regional arterial projects	23	23	20	20	24
Measure A program:					
Highways	$ 209,530,745	$ 148,387,823	$ 180,565,301	$ 250,360,723	$ 372,657,029
Commuter rail	16,744,864	13,218,370	14,118,997	8,528,984	75,831,961
Regional arterials	4,939,979	12,533,037	6,158,736	14,739,703	17,090,247
Local streets and roads	59,475,694	61,470,359	53,639,698	51,864,011	49,826,564
Specialized transit and commuter assistance	16,568,400	16,708,843	15,197,859	13,826,624	14,499,642
Total program expenditures	$ 307,259,682	$ 252,318,432	$ 269,680,591	$ 339,320,045	$ 529,905,443

Source: Commission Departments

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Riverside County Transportation Commission

Capital Asset Statistics by Program

Last Ten Fiscal Years

	As of June 30									
	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016
Commuter rail:										
Transit centers owned and managed	1	1	1	1	1	1	1	1	1	1
Commuter rail stations owned and managed	9	9	9	9	9	9	9	9	9	9
Miles of commuter rail easements	104.6	104.6	104.6	104.6	104.6	104.6	104.6	104.6	104.6	104.6
Toll operations:										
RCTC 91 Express Lanes										
Storage and maintenance building	-	-	-	-	-	1	1	1	1	-
Customer service center	1	1	1	1	1	1	1	-	-	-
Toll utility buildings	2	2	2	2	2	3	3	3	3	-
Miles of express lanes	36	36	36	36	36	36	36	36	36	-
Toll collection system gantries	8	8	4	4	4	4	4	4	4	-
On-road closed circuit TV cameras	43	43	36	36	36	36	36	36	36	-
Traffic operations center system	1	1	1	1	1	1	1	1	1	-
Communications network	1	1	1	1	1	1	1	1	1	-
Changeable message signs	5	5	5	5	5	6	6	6	6	-
Traffic detection monitoring devices	19	19	-	-	-	-	-	-	-	-
Variable toll message signs	1	1	-	-	-	-	-	-	-	-
15 Express Lanes										
Storage and maintenance building	1	1	1	1	1	-	-	-	-	-
Customer service center	1	1	1	1	1	-	-	-	-	-
Regional operations center buildings	1	1	1	1	1	-	-	-	-	-
Miles of express lanes	56	56	56	56	56	-	-	-	-	-
Toll collection system gantries	8	8	8	8	8	-	-	-	-	-
On-road closed circuit TV cameras	27	27	27	27	27	-	-	-	-	-
Traffic detection monitoring devices	38	38	37	37	37	-	-	-	-	-
Traffic operations center system	1	1	1	1	1	-	-	-	-	-
Communications network	1	1	1	1	1	-	-	-	-	-
Changeable message signs	3	3	3	3	3	-	-	-	-	-
Variable toll message signs	12	12	12	12	12	-	-	-	-	-

Source: Commission Departments

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Riverside County Transportation Commission

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Local Transportation Fund of the County of Riverside, as Administered by the Riverside County Transportation Commission

Financial and Compliance Reports
Year Ended June 30, 2025

Contents

Independent Auditor's Report	1-3
Financial Statements	
Balance Sheet	4
Statement of Revenues, Expenditures and Change in Fund Balance	5
Notes to Financial Statements	6-8
Supplementary Information	
Schedule of Allocations and Disbursements	9
Schedule of Unclaimed Apportionments (Article 3)	10
Schedule of Unclaimed Apportionments (Articles 4 and 8)	11
Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With *Government Auditing Standards*	12-13

Independent Auditor's Report

Board of Commissioners
Riverside County Transportation Commission
Riverside, California

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of the Local Transportation Fund (Fund) of the County of Riverside, California, as administered by the Riverside County Transportation Commission (Commission), as of and for the year ended June 30, 2025, and the related notes to the financial statements, as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of the Fund of the County of Riverside, California, as administered by the Commission, as of June 30, 2025, and the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States *(Government Auditing Standards)*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Commission, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the Fund, and do not purport to, and do not, present fairly the financial position of the Commission or the County of Riverside, California, as of June 30, 2025, and the changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Commission's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Fund's basic financial statements. The schedules listed in the table of contents as supplementary information, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the schedules listed in the table of contents are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 31, 2025, on our consideration of the Commission's internal control over the Fund's financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Commission's internal control over financial reporting or on compliance related to the Fund. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Commission's internal control over the Fund's financial reporting and compliance.

Eide Bailly LLP

Rancho Cucamonga, California
October 31, 2025

Local Transportation Fund of the County of Riverside,
as Administered by the Riverside County Transportation Commission

Balance Sheet
June 30, 2025

Assets	
Cash and investments in Riverside County Pooled Investment Fund	$ 383,286,863
Accounts receivable	36,986,260
Interest receivable	3,599,557
Due from other Commission funds	69,800
Total assets	$ 423,942,480

Liabilities and Fund Balance	
Liabilities:	
Accounts payable	$ 1,987,681
Due to other Commission funds	1,636,800
Total liabilities	3,624,481
Restricted:	
Unapportioned Local Transportation Funds	23,513,408
Rail and bus transit and local streets and roads apportionments	382,467,568
Bicycle and pedestrian projects	14,337,023
Total fund balance	420,317,999
Total liabilities and fund balance	$ 423,942,480

See Notes to Financial Statements.

Local Transportation Fund of the County of Riverside,
as Administered by the Riverside County Transportation Commission

Statement of Revenues, Expenditures and Change in Fund Balance
Year Ended June 30, 2025

Revenues:	
Sales taxes	$ 154,335,631
Other reimbursements	10,627,000
Interest income	19,346,267
Total revenues	184,308,898
Expenditures:	
Bicycle and pedestrian projects	1,173,758
Transit	142,177,152
Planning, programming, and administration	8,810,500
Total expenditures	152,161,410
Excess of revenues over expenditures	32,147,488
Net change in fund balance	32,147,488
Fund balance, beginning of year	388,170,511
Fund balance, end of year	$ 420,317,999

See Notes to Financial Statements.

Note 1. Nature of Operations and Significant Accounting Policies

The Riverside County Transportation Commission (the Commission), in its capacity as the transportation planning agency for the County of Riverside, California (the County), is responsible for administering funds provided through the Local Transportation Fund (the Fund), which was created in accordance with the provisions of the Transportation Development Act of 1971. The significant revenue to the Fund is derived from 0.25 percent of the 7.75 percent statewide sales tax collected in the County by the California Department of Tax and Fee Administration (CDTFA).

The accounting policies of the Fund, a special revenue fund of the Commission, conform to accounting principles generally accepted in the United States as applicable to governmental units.

Presentation: The accompanying financial statements of the Fund are intended to present the financial position and the changes in financial position of only that portion of the governmental activities of the Commission that is attributable to the transactions of the Fund of the Commission. They do not purport to, and do not, present fairly the financial position of the Commission or the County as of June 30, 2025 and the related changes in its financial position for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

Basis of accounting: In accordance with the requirements for governmental funds, the modified accrual basis of accounting is followed in the Fund. Under the modified accrual basis of accounting, expenditures are recorded when they are expected to be liquidated with expendable available resources, and revenue is recorded when it becomes both measurable and available. “Measurable” means the amount of the transaction can be determined, and “available” means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. For this purpose, the Commission considers revenues to be available if they are collected within 180 days of the end of the current fiscal period. Those revenues susceptible to accrual include sales taxes collected and held by the CDTFA at year-end on behalf of the Commission and interest revenue.

Funding: There is a three-step process for obtaining funds from the Fund: apportionment, allocation and payment. Annually, the Commission determines each area’s share of the anticipated Fund. This share is the area apportionment. Once funds are apportioned to a given area, they are typically available only for allocation to claimants in that area. Allocation is the discretionary action by the Commission that designates funds for a specific claimant for a specific purpose. Payment is authorized by disbursement instructions issued by the Commission.

Cash: It is the Commission’s policy to deposit all funds received in the Riverside County Pooled Investment Fund (RCPIF), as legally required, until the funds are required for disbursement. Interest income is earned while these funds are deposited.

Accounts receivable: Accounts receivable consist primarily of Fund sales tax revenues from the CDTFA on all taxable sales within the County of Riverside, California through June 30, 2025.

Due from other Commission funds: Due from other Commission funds represents payables from the Commission to the Local Transportation Fund for overpaid administrative allocation expenditures as of June 30, 2025.

Accounts payable: Accounts payable consist primarily of claims approved by the Commission, but not paid by the Commission, to the appropriate transit operators by June 30, 2025.

Note 1. Nature of Operations and Significant Accounting Policies (Continued)

Due to other Commission funds: Due to other Commission funds represents payables from the Local Transportation fund to other Commission funds for planning and programming administrative allocation expenditures as of June 30, 2025.

Fund balance restrictions: The Fund reports restricted fund balances to show the level of constraint governing the use of the funds as set forth by enabling State legislation.

Expenditures: Expenditures represent disbursements to the Commission, Southern California Association of Governments, cities, the County of Riverside and transit operators that have met the claimant eligibility requirements to receive Fund allocations that are approved by the Commission, per various Public Utilities Code Sections. All disbursements are to be used for transportation purposes.

Note 2. Cash and Investments with County Treasurer

The funds in the RCPIF are pooled with those of other entities and invested in accordance with the County's investment policy. These pooled funds are carried at fair value. Investments in U.S.Treasury, federal agency, mortgage and asset-backed, municipal, corporate, negotiable certificates of deposit, and commercial paper securities are carried at fair value based on quoted market prices. Money market mutual funds are carried at fair value based on each fund's share price. The pooled funds are not subject to level 1, 2 or 3 of the fair value hierarchy prescribed by Governmental Accounting Standards Board Statement No. 72, *Fair Value Measurement and Application*. An Investment Oversight Committee has been established by the County, which acts as a regulator of the pool. As of June 30, 2025, the Commission had $383,286,863 invested in the RCPIF, with an average maturity of 467 days. Additional information on investment types, fair value measurement and credit risk of the RCPIF may be obtained from the County of Riverside Treasurer-Tax Collector located at 4080 Lemon Street, 4th Floor, Riverside, California 92502 or by visiting the Treasurer-Tax Collector website at www.countytreasurer.org.

Interest rate risk: While the Commission does not have a formal policy related to the interest rate risk of investments, the Commission's investment policy follows the California Government Code as it relates to limits on investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

Credit risk: As of June 30, 2025 the Commission's investment in the RCPIF was rated Aa/bf by Moody's Investors Service and AAAf/S1 by Fitch Ratings. The Commission's investment policy only requires credit quality ratings for repurchase agreements, U.S. corporate debt, commercial paper, bankers' acceptances, and certificates of deposit.

Note 3. Fund Balance

The restricted fund balance represents the apportionments related to transit programs by geographic area, bicycle and pedestrian projects, planning and programming, and unapportioned Local Transportation Funds. For Western County transit programs, commuter rail and bus allocations are in accordance with the Commission's policy.

At June 30, 2025, amounts in fund balance are restricted as follows:

Rail and bus transit and local streets and roads apportionments:		
Western County:		
Commuter rail:		
Apportioned and unallocated	$	46,516,436
Bus transit:		
Allocated and unclaimed — City of Banning		(14)
Allocated and unclaimed — City of Beaumont		100,000
Allocated and unclaimed — Riverside Transit Agency		5,417,418
Apportioned and unallocated		272,408,329
Total rail and bus transit — Western County		324,442,169
Coachella Valley:		
Allocated and unclaimed		2,518,297
Apportioned and unallocated		52,065,397
Total bus transit — Coachella Valley		54,583,694
Palo Verde Valley:		
Total bus transit — Palo Verde Valley		3,441,705
Total for rail and bus transit apportionments	$	382,467,568
Bicycle and pedestrian projects:		
Allocated and unclaimed	$	8,788,309
Unallocated		5,548,714
Total for bicycle and pedestrian projects	$	14,337,023
Unapportioned Local Transportation Funds	$	23,513,408
Total fund balance	**$**	**420,317,999**

Supplementary Information

Local Transportation Fund of the County of Riverside,
as Administered by the Riverside County Transportation Commission

Schedule of Allocations and Disbursements
Year Ended June 30, 2025

	SB 821 Article 3			Article 4			Article 3 Planning, Programming and Administrative		Totals			
	Allocations	Disbursements	(Expirations / Allocations Returned)	Allocations	Disbursements	(Allocations Returned)	Allocations	Disbursements	Allocations	Disbursements	(Expirations / Allocations Returned)	Unclaimed Amount (Use of Prior Allocations / Allocations Returned), Net
Expenditures:												
City of Banning	$ -	$ -	$ -	$ 2,400,746	$ 2,400,760	$ 221,176	$ -	$ -	$ 2,400,746	$ 2,400,760	$ 221,176	$ (221,190)
City of Beaumont	-	-	-	3,056,021	2,956,021	775,408	-	-	3,056,021	2,956,021	775,408	(675,408)
City of Cathedral City	1,538,400	338,400	-	-	-	-	-	-	1,538,400	338,400	-	1,200,000
City of Corona	832,500	-	-	1,711,105	1,711,105	389,503	-	-	2,543,605	1,711,105	389,503	442,997
City of Hemet	536,786	-	-	-	-	-	-	-	536,786	-	-	536,786
City of Indian Wells	1,380,240	-	-	-	-	-	-	-	1,380,240	-	-	1,380,240
City of Jurupa Valley	690,120	-	-	-	-	-	-	-	690,120	-	-	690,120
City of Lake Elsinore	208,283	-	-	-	-	-	-	-	208,283	-	-	208,283
City of Menifee	913,225	223,105	-	-	-	-	-	-	913,225	223,105	-	690,120
City of Rancho Mirage	794,753	362,253	432,500	-	-	-	-	-	794,753	362,253	432,500	-
City of Riverside	1,516,387	250,000	-	5,102,802	5,102,802	-	-	-	6,619,189	5,352,802	-	1,266,387
City of San Jacinto	374,948	-	-	-	-	-	-	-	374,948	-	-	374,948
City of Temecula	362,600	-	-	-	-	-	-	-	362,600	-	-	362,600
City of Wildomar	813,825	-	-	-	-	-	-	-	813,825	-	-	813,825
County of Riverside:												
Auditor/Controller	-	-	-	-	-	-	12,000	12,000	12,000	12,000	-	-
Road Department	432,500	-	-	-	-	-	-	-	432,500	-	-	432,500
Palo Verde Valley Transit Agency	-	-	-	1,730,000	1,730,000	-	-	-	1,730,000	1,730,000	-	-
Commission	-	-	-	29,592,800	29,592,800	-	7,384,500	7,384,500	36,977,300	36,977,300	-	-
Riverside Transit Agency	-	-	-	74,802,257	69,384,839	5,373,928	-	-	74,802,257	69,384,839	5,373,928	43,490
SCAG	-	-	-	-	-	-	1,414,000	1,414,000	1,414,000	1,414,000	-	-
Sunline Transit Agency	-	-	-	32,117,121	29,298,825	3,852,467	-	-	32,117,121	29,298,825	3,852,467	(1,034,171)
	$ 10,394,567	$ 1,173,758	$ 432,500	$ 150,512,853	$142,177,152	$ 10,612,482	$ 8,810,500	$ 8,810,500	$ 169,717,920	$ 152,161,410	$ 11,044,982	$ 6,511,527

Local Transportation Fund of the County of Riverside,
as Administered by the Riverside County Transportation Commission

Schedule of Unclaimed Apportionments (Article 3)
Year Ended June 30, 2025

	Unclaimed Apportionment July 1, 2024	Apportionment	Reimbursements	Disbursements	Interest Income (Loss)	Unclaimed Apportionment June 30, 2025
Bicycle and pedestrian projects	$ 11,178,811	$ 3,604,000	$ 14,518	$ (1,173,758)	$ 713,452	$14,337,023

Local Transportation Fund of the County of Riverside,
as Administered by the Riverside County Transportation Commission

Schedule of Unclaimed Apportionments (Articles 4 and 8)
Year Ended June 30, 2025

	Fiscal Year 2024/25			Prior Fiscal Year					Total Unclaimed Apportionment June 30, 2025
	Apportionment	Amounts Claimed	Unclaimed Apportionment	Apportionment	Amounts Claimed	Amount Returned	Unclaimed Apportionment	Interest Allocation	
Western County:									
Rail	$ 28,270,000	$ 29,592,800	$ (1,322,800)	$ 45,524,443	$ -	$ -	$ 45,524,443	$ 2,314,793	$ 46,516,436
Bus	100,230,000	79,903,870	20,326,130	238,935,416	1,651,656	(6,760,015)	244,043,775	13,555,828	277,925,733
Coachella Valley	28,896,000	28,829,900	66,100	48,543,128	468,926	(3,852,467)	51,926,669	2,590,925	54,583,694
Palo Verde Valley:									
Transit	1,519,000	1,730,000	(211,000)	3,481,436	-	-	3,481,436	171,269	3,441,705
Total transportation	158,915,000	140,056,570	18,858,430	336,484,423	2,120,582	(10,612,482)	344,976,323	18,632,815	382,467,568
Auditor/Controller	12,000	12,000	-	-	-	-	-	-	-
Commission administration	1,729,500	1,729,500	-	-	-	-	-	-	-
Commission planning	5,655,000	5,655,000	-	-	-	-	-	-	-
SCAG planning	1,414,000	1,414,000	-	-	-	-	-	-	-
Total administration and planning	8,810,500	8,810,500	-	-	-	-	-	-	-
Total apportionments	$ 167,725,500	$ 148,867,070	$ 18,858,430	$ 336,484,423	$ 2,120,582	$ (10,612,482)	$ 344,976,323	$ 18,632,815	$ 382,467,568

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Board of Commissioners
Riverside County Transportation Commission
Riverside, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the Local Transportation Fund (Fund) of the County of Riverside, California, as administered by the Riverside County Transportation Commission (Commission), as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the Fund's basic financial statements and have issued our report thereon dated October 31, 2025. Our report included an emphasis of matter paragraph indicating that the financial statements present only the Fund and do not purport to, and do not, present fairly the financial position of the Commission or the County of Riverside, California, as of June 30, 2025, and the changes in financial position for the year ended in accordance with accounting principles generally accepted in the United States of America.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Commission's internal control over the Fund's financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Commission's internal control related to the Fund. Accordingly, we do not express an opinion on the effectiveness of the Commission's internal control related to the Fund.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Fund's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Fund's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Commission's internal control or on compliance as it relates to the Fund. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Commission's internal control and compliance related to the Fund. Accordingly, this communication is not suitable for any other purpose.

Eide Bailly LLP

Rancho Cucamonga, California
October 31, 2025

State Transit Assistance Fund of the County of Riverside, as Administered by the Riverside County Transportation Commission

Financial and Compliance Reports
Year Ended June 30, 2025

Contents

Independent Auditor's Report	1-3
Financial Statements	
Balance Sheet	4
Statement of Revenues, Expenditures and Change in Fund Balance	5
Notes to Financial Statements	6-9
Supplementary Information	
Schedule of Allocations and Disbursements Approved During the Year	10
Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With *Government Auditing Standards*	11-12

Independent Auditor's Report

Board of Commissioners
Riverside County Transportation Commission
Riverside, California

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of the State Transit Assistance Fund (Fund) of the County of Riverside, California, as administered by the Riverside County Transportation Commission (Commission), as of and for the year ended June 30, 2025, and the related notes to the financial statements, as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of the Fund of the County of Riverside, California, as administered by the Commission, as of June 30, 2025, and the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States *(Government Auditing Standards)*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Commission, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the Fund, and do not purport to, and do not, present fairly the financial position of the Commission or the County of Riverside, California, as of June 30, 2025, and the changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Commission's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by the missing information.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Fund's basic financial statements. The schedules listed in the table of contents are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the schedules listed in the table of contents are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report October 31, 2025, on our consideration of the Commission's internal control over the Fund's financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Commission's internal control over financial reporting or on compliance related to the Fund. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Commission's internal control over the Fund's financial reporting and compliance.

Eide Bailly LLP

Rancho Cucamonga, California
October 31, 2025

State Transit Assistance Fund of the County of Riverside,
as Administered by the Riverside County Transportation Commission

Balance Sheet
June 30, 2025

Assets	
Cash and investments	$ 170,954,973
Accounts receivable	6,895,835
Due from other Commission funds	17,800
Interest receivable	1,684,988
Total assets	$ 179,553,596

Liabilities and Fund Balance	
Liabilities	
Accounts payable	$ 7,298,265
Total liabilities	7,298,265
Fund Balance	
Restricted allocations available for programming	100,911,725
Restricted for unclaimed allocations	71,343,606
Total fund balance	172,255,331
Total liabilities and fund balance	$ 179,553,596

See Notes to Financial Statements.

State Transit Assistance Fund of the County of Riverside,
as Administered by the Riverside County Transportation Commission

Statement of Revenues, Expenditures and Change in Fund Balance
Year Ended June 30, 2025

Revenues:	
Sales taxes	$ 28,984,572
Interest income	9,323,067
Total revenues	38,307,639
Expenditures:	
Administration	110,465
Transit	27,411,309
Total expenditures	27,521,774
Net change in fund balance	10,785,865
Fund balance, beginning of year	161,469,466
Fund balance, end of year	$ 172,255,331

See Notes to Financial Statements.

State Transit Assistance Fund of the County of Riverside
as Administered by the Riverside County Transportation Commission

Notes to Financial Statements
June 30, 2025

Note 1. Nature of Operations and Significant Accounting Policies

The Riverside County Transportation Commission (the Commission), in its capacity as the transportation planning agency for the County of Riverside, California (the County), is responsible for administering funds provided through the State Transit Assistance Program, which was created in 1979 under Chapter 161 (SB 620) of the California statutes to provide a second source of Transportation Development Act funding for the development of transit systems. The funds are derived from fuel sales tax revenue and are budgeted through legislation and appropriated to the State Controller's Office (the State) for allocation to local agencies.

The accounting policies of the State Transit Assistance Fund (the Fund), a special revenue fund of the Commission, conform to accounting principles generally accepted in the United States as applicable to governmental units.

A summary of the Commission's significant accounting policies is as follows:

Presentation: The accompanying financial statements of the Fund are intended to present the financial position and the changes in financial position of only that portion of the governmental activities of the Commission that is attributable to the transactions of the Fund of the Commission. They do not purport to, and do not, present fairly the financial position of the Commission or the County as of June 30, 2025 and the related changes in its financial position for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

Basis of accounting: In accordance with the requirements for governmental funds, the modified accrual basis of accounting and current resources measurement focus is followed in the Fund. Under this method of accounting, expenditures are recorded when they are expected to be liquidated with expendable available resources, and revenue is recorded when it becomes both measurable and available. "Measurable" means the amount of the transaction can be determined, and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. For this purpose, the Commission considers revenues to be available if they are collected within 180 days of the end of the fiscal year. Those revenues susceptible to accrual include fuel sales tax revenue and interest revenue.

Allocations to local agencies: State transit assistance funds are allocated to the operators within the County. Public Utilities Code (PUC) Section 99313 allocates funds to regional transportation planning agencies based on the ratio of area population to state population. PUC Section 99314 allocates funds to public operators based on their share of fares and local support to other operators in the state. The allocations must be made in a resolution adopted by the Commission.

Cash and investments: It is the Commission's policy to deposit all funds received in the Riverside County Pooled Investment Fund (RCPIF) or US Bank for investment until the funds are required for disbursement. Interest income is earned while these funds are deposited.

Accounts receivable: Accounts receivable consist primarily of fuel sales tax revenues from the State of California not received as of June 30, 2025.

Due from other Commission funds: Due from other Commission funds represents payables from the Commission to the State Transit Assistance Program for overpaid administrative allocation expenditures as of June 30, 2025.

Note 1. Nature of Operations and Significant Accounting Policies (Continued)

Fund balance restrictions: The Fund reports restricted fund balances to show the level of constraint governing the use of the funds as set forth by enabling State legislation. The restricted fund balance for allocations available for programming represents amounts apportioned but not allocated to claimants. The restricted fund balance for unclaimed allocations represents amounts allocated by the Commission and due to claimants but not yet paid, as claimants have not yet provided the appropriate claim documentation to the Commission as of June 30, 2025.

Accounts payable: Accounts payable consist primarily of claims approved by the Commission, but not paid by the Commission, to the appropriate transit operators by June 30, 2025.

Expenditures: Expenditures represent funds disbursed to transit operators that have met the eligibility requirements to receive State Transit Assistance Program funds per PUC Sections 99313 and 99314. All disbursements are to be used for transit purposes.

Note 2. Cash and Investments

Cash and investments at June 30, 2025 consist of the following:

Cash and investments with RCPIF	$ 158,873,047
Commission operating investment pool	12,071,655
Cash in bank	10,271
	$ 170,954,973

The funds in the RCPIF are pooled with those of other entities in the RCPIF and invested in accordance with the County's investment policy. The funds in the Commission's operating investment pool are pooled with those of other Commission operating funds and invested in accordance with the Commission's investment policy. These pooled funds are carried at fair value. Investments in U.S. Treasury, federal agency, mortgage and asset-backed, municipal, corporate, negotiable certificates of deposit, and commercial paper securities are carried at fair value based on quoted market prices. Money market mutual funds are carried at fair value based on each fund's share price. The pooled funds are not subject to level 1, 2 or 3 of the fair value hierarchy prescribed by Governmental Accounting Standards Board Statement No. 72, *Fair Value Measurement and Application*. The Commission is a voluntary participant in the RCPIF. An Investment Oversight Committee has been established by the County, which acts as a regulator of the RCPIF. As of June 30, 2025 the Fund had $158,873,047 invested in the RCPIF, with a weighted average maturity of 467 days, and $12,071,655 invested in the Commission operating investment pool. Additional information on investment types, fair value measurement and credit risk of the RCPIF and the Commission operating investment pool may be obtained from the County of Riverside Treasurer-Tax Collector located at 4080 Lemon Street, 4th Floor, Riverside, California 92502 or by visiting the Treasurer-Tax Collector website at www.countytreasurer.org. the notes to the Commission's basic financial statements included in the Commission's Annual Comprehensive Financial Report, respectively.

Interest rate risk: While the Commission does not have a formal policy related to the interest rate risk of investments, the Commission's investment policy follows the California Government Code as it relates to limits on investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

Note 2. Cash and Investments (Continued)

Custodial credit risk: Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The Commission's investment policy requires that a third-party bank trust department hold all securities owned by the Commission. All trades are settled on a delivery versus payment basis through the Commission's safekeeping agent. The Fund's cash deposits are included in the overall Commission's deposits. Bank balances over $5,000,000 are swept daily into a money market account. Of the bank balance, up to $250,000 is federally insured under the Federal Depository Insurance Corporation with balances in excess of $250,000 collateralized in accordance with the Code; however, the collateralized securities are not held in the name of the Commission.

Credit risk: As of June 30, 2025, the Commission's investment in the RCPIF was rated Aa/bf by Moody's Investors Service and AAAf/S1 by Fitch Ratings. The Commission's investment policy only requires credit quality ratings for repurchase agreements, U.S. corporate debt, commercial paper, bankers' acceptances, and certificates of deposit.

Note 3. Fund Balance

At June 30, 2025, amounts are restricted for apportioned and unallocated amounts and for unpaid allocations by geographic area. For Western County transit programs, commuter rail and bus allocations are in accordance with the Commission's policy.

Restricted for allocations available for programming:	
Western County:	
Commuter rail	$ 48,974,692
Bus	48,288,291
Coachella Valley:	
Commuter rail	276,942
Bus	3,051,925
Palo Verde Valley	319,875
	100,911,725
Restricted for unclaimed allocations:	
Western County:	
Commuter rail	4,150,758
City of Banning	6,628,921
City of Beaumont	3,622,301
City of Corona	1,506,955
City of Riverside	1,729,674
Riverside Transit Agency	28,795,252
Coachella Valley:	
SunLine Transit Agency	21,703,484
Rail	2,333,946
Palo Verde Valley:	
Palo Verde Valley Transit Agency	872,315
	71,343,606
Total fund balance	$ 172,255,331

Supplementary Information

State Transit Assistance Fund of the County of Riverside,
as Administered by the Riverside County Transportation Commission

Schedule of Allocations and Disbursements Approved During the Year
Year Ended June 30, 2025

Recipient	Current Year Allocation	Amount Disbursed (Accrual Reversal)	California Code of Regulations Section No. Reference
Western County:			
City of Banning	$ 4,630,000	$ 100,000	6731
City of Beaumont	190,000	6,655,162	6731
City of Corona	34,869	(400,000)	6731
City of Riverside	1,875,742	777,025	6731
Riverside Transit Agency	10,298,047	9,462,931	6730
Commission Commuter Rail Program	5,000,000	5,451,400	6730
Total Western County	22,028,658	22,046,518	
Coachella Valley:			
SunLine Transit Agency	6,433,054	5,060,582	6730
Rail Program	1,732,499	217,696	6730
Total Coachella Valley	8,165,553	5,278,278	
Palo Verde Valley Transit Agency	277,000	86,513	6730
Other	-	110,465	
	$ 30,471,211	$ 27,521,774	

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Board of Commissioners
Riverside County Transportation Commission
Riverside, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the State Transit Assistance Fund (Fund) of the County of Riverside, California, as administered by the Riverside County Transportation Commission (Commission), as of and for the year ended June, 30, 2025, and the related notes to the financial statements, which collectively comprise the Fund's basic financial statements and have issued our report thereon dated October 31, 2025. Our report included an emphasis of matter paragraph indicating that the financial statements present only the Fund and do not purport to, and do not, present fairly the financial position of the Commission or the County of Riverside, California, as of June 30, 2025, and the changes in financial position for the year ended in accordance with accounting principles generally accepted in the United States of America.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Commission's internal control over the Fund's financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Commission's internal control related to the Fund. Accordingly, we do not express an opinion on the effectiveness of the Commission's internal control related to the Fund.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Fund's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Fund's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Commission's internal control or on compliance as it relates to the Fund. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Commission's internal control and compliance related to the Fund. Accordingly, this communication is not suitable for any other purpose.

Eide Bailly LLP

Rancho Cucamonga, California
October 31, 2025

State of Good Repair Fund of the County of Riverside, as Administered by the Riverside County Transportation Commission

Financial and Compliance Reports
Year Ended June 30, 2025

Contents

Independent Auditor's Report	1-3
Financial Statements	
Balance Sheet	4
Statement of Revenues, Expenditures and Change in Fund Balance	5
Notes to Financial Statements	6-8
Supplementary Information	
Schedule of Allocations and Disbursements Approved During the Year	9
Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With *Government Auditing Standards*	10-11

Independent Auditor's Report

Board of Commissioners
Riverside County Transportation Commission
Riverside, California

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of the State of Good Repair Fund (Fund) of the County of Riverside, California, as administered by the Riverside County Transportation Commission (Commission), as of and for the year ended June 30, 2025, and the related notes to the financial statements, as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of the Fund of the County of Riverside, California, as administered by the Commission as of June 30, 2025, and the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States *(Government Auditing Standards)*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Commission, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the Fund, and do not purport to, and do not, present fairly the financial position of the Commission or the County of Riverside, California, as of June 30, 2025, and the changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

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249
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Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Commission's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by the missing information.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Fund's basic financial statements. The schedule listed in the table of contents is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the schedule listed in the table of contents is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 31, 2025, on our consideration of the Commission's internal control over the Fund's financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Commission's internal control over financial reporting or on compliance related to the Fund. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Commission's internal control over the Fund's financial reporting and compliance.

Eide Bailly LLP

Rancho Cucamonga, California
October 31, 2025

State of Good Repair Fund of the County of Riverside,
as Administered by the Riverside County Transportation Commission

Balance Sheet
June 30, 2025

Assets	
Cash and investments	$ 17,244,782
Accounts receivable	1,234,082
Interest receivable	168,051
Total assets	$ 18,646,915
Liabilities and Fund Balance	
Liabilities	
Accounts payable	$ 2,603,798
Due to other Commission funds	154,893
Total liabilities	2,758,691
Fund Balance	
Restricted for unclaimed allocations	5,325,419
Restricted for allocations available for programming	10,562,805
Total fund balance	15,888,224
Total liabilities and fund balance	$ 18,646,915

See Notes to Financial Statements

State of Good Repair Fund of the County of Riverside,
as Administered by the Riverside County Transportation Commission

Statement of Revenues, Expenditures and Change in Fund Balance
Year Ended June 30, 2025

Revenues:	
Sales taxes	$ 4,936,335
Interest income	854,862
Total revenues	5,791,197
Expenditures:	
Administration	87,200
Transit	4,536,712
Total expenditures	4,623,912
Net change in fund balance	1,167,285
Fund balance, beginning of year	14,720,939
Fund balance, end of year	$ 15,888,224

See Notes to Financial Statements

Note 1. Nature of Operations and Significant Accounting Policies

The Riverside County Transportation Commission (the Commission), in its capacity as the transportation planning agency for the County of Riverside, California (the County), is responsible for administering funds provided through the State of Good Repair Program, which was created in 2017 under Chapter 5, (SB 1) of the California statutes to provide additional revenues for transit infrastructure repair and service improvements. The funds are derived from fuel sales tax and vehicle fee revenues and are budgeted through legislation and appropriated to the State Controller's Office (the State) for allocation to local agencies based on the State Transit Assistance formula.

The accounting policies of the State of Good Repair Fund (the Fund), a special revenue fund of the Commission, conform to accounting principles generally accepted in the United States as applicable to governmental units.

A summary of the Commission's significant accounting policies is as follows:

Presentation: The accompanying financial statements of the Fund are intended to present the financial position and the changes in financial position of only that portion of the governmental activities of the Commission that is attributable to the transactions of the Fund of the Commission. They do not purport to, and do not, present fairly the financial position of the Commission or the County as of June 30, 2025 and the related changes in its financial position for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

Basis of accounting: In accordance with the requirements for governmental funds, the modified accrual basis of accounting and current resources measurement focus is followed in the Fund. Under this method of accounting, expenditures are recorded when they are expected to be liquidated with expendable available resources, and revenue is recorded when it becomes both measurable and available. "Measurable" means the amount of the transaction can be determined, and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. For this purpose, the Commission considers revenues to be available if they are collected within 180 days of the end of the fiscal year. Those revenues susceptible to accrual include fuel sales tax, vehicle fee, and interest revenue.

Allocations to local agencies: State of Good Repair funds are allocated to the operators within the County. Public Utilities Code (PUC) Section 99313 allocates funds to regional transportation planning agencies based on the ratio of area population to state population. PUC Section 99314 allocates funds to public operators based on their share of fares and local support to other operators in the state. The allocations must be made in a resolution adopted by the Commission.

Cash and investments: It is the Commission's policy to deposit all funds received in the Riverside County Pooled Investment Fund (RCPIF) for investment until the funds are required for disbursement. Interest income is earned while these funds are deposited.

Accounts receivable: Accounts receivable consist primarily of fuel sales tax and vehicle fee revenues from the State of California not received as of June 30, 2025.

Due to other Commission funds: Due to other Commission funds represents payables from the State of Good Repair program to the Commission for administrative allocation expenditures as of June 30, 2025.

Note 1. Nature of Operations and Significant Accounting Policies (Continued)

Fund balance restrictions: The Fund reports restricted fund balances to show the level of constraint governing the use of the funds as set forth by enabling State legislation. The restricted fund balance for allocations available for programming represents amounts apportioned but not allocated to claimants. The restricted fund balance for unclaimed allocations represents amounts allocated by the Commission and due to claimants but not yet paid, as claimants have not yet provided the appropriate claim documentation to the Commission as of June 30, 2025.

Expenditures: Expenditures represent funds disbursed to transit operators that have met the eligibility requirements to receive State of Good Repair Program funds per PUC Sections 99313 and 99314. All disbursements are to be used for transit purposes.

Note 2. Cash and Investments

Cash and investments at June 30, 2025 consist of the following:

Cash and investments with RCPIF	$ 17,228,518
Cash in bank	16,264
	$ 17,244,782

The funds in the RCPIF are pooled with those of other entities in the RCPIF and invested in accordance with the County's investment policy. The funds with the custodian are pooled with those of other Commission operating funds and invested in accordance with the Commission's investment policy. These pooled funds are carried at fair value. Investments in U.S.Treasury, federal agency, mortgage and asset-backed, municipal, corporate, negotiable certificates of deposit, and commercial paper securities are carried at fair value based on quoted market prices. Money market mutual funds are carried at fair value based on each fund's share price. The pooled funds are not subject to level 1, 2 or 3 of the fair value hierarchy prescribed by Governmental Accounting Standards Board Statement No. 72, *Fair Value Measurement and Application*. The Commission is a voluntary participant in the RCPIF. An Investment Oversight Committee has been established by the County, which acts as a regulator of the RCPIF. As of June 30, 2025, the Fund had $17,228,518 invested in the RCPIF, with a weighted average maturity of 467 days. Additional information on investment types, fair value measurement and credit risk of the RCPIF may be obtained from the County of Riverside Treasurer-Tax Collector located at 4080 Lemon Street, 4th Floor, Riverside, California 92502 or by visiting the Treasurer-Tax Collector website at www.countytreasurer.org.

Custodial credit risk: Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The Commission's investment policy requires that a third-party bank trust department hold all securities owned by the Commission. All trades are settled on a delivery versus payment basis through the Commission's safekeeping agent. The Fund's cash deposits are included in the overall Commission's deposits. Bank balances over $5,000,000 are swept daily into a money market account. Of the bank balance, up to $250,000 is federally insured under the Federal Depository Insurance Corporation with balances in excess of $250,000 collateralized in accordance with the Code; however, the collateralized securities are not held in the name of the Commission.

Note 2. Cash and Investments (Continued)

Interest rate risk: While the Commission does not have a formal policy related to the interest rate risk of investments, the Commission's investment policy follows the California Government Code as it relates to limits on investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

Credit risk: As of June 30, 2025 the Commission's investment in the RCPIF was rated Aa/bf by Moody's Investors Service and AAAf/S1 by Fitch Ratings. The Commission's investment policy only requires credit quality ratings for repurchase agreements, U.S. corporate debt, commercial paper, bankers' acceptances, and certificates of deposit.

Note 3. Fund Balance

At June 30, 2025, amounts are restricted for apportioned and unallocated amounts and for unpaid allocations by geographic area. For Western County transit programs, commuter rail and bus allocations are in accordance with the Commission's policy.

Restricted for allocations available for programming:	
Western County:	
Commuter rail	$ 968,987
Bus	2,994,677
Coachella Valley	1,284,767
Palo Verde Valley	76,988
	5,325,419
Restricted for unclaimed allocations:	
Western County:	
Commuter rail	1,076,991
City of Banning	2,418
City of Beaumont	7,682
City of Corona	22,077
City of Riverside	(90,952)
Riverside Transit Agency	4,988,259
Coachella Valley:	
SunLine Transit Agency	4,353,218
Palo Verde Valley:	
Palo Verde Valley Transit Agency	203,112
	10,562,805
Total fund balance	$ 15,888,224

Supplementary Information

State of Good Repair Fund of the County of Riverside,
as Administered by the Riverside County Transportation Commission

Schedule of Allocations and Disbursements Approved During the Year
Year Ended June 30, 2025

Recipient	Current Year Allocation	Amount Disbursed (Accrual Reversal)	California Code of Regulations Section No. Reference
Western County:			
City of Banning	$ 60,000	$ 105,800	6731
City of Beaumont	60,000	295,699	6731
City of Corona	80,000	531,950	6731
City of Riverside	50,000	396,219	6731
Riverside Transit Agency	2,163,788	871,514	6730
Commission Commuter Rail Program	1,000,000	1,107,493	6730
Total Western County	3,413,788	3,308,675	
SunLine Transit Agency	1,100,000	1,197,124	6730
Palo Verde Valley Transit Agency	60,000	30,913	6730
Other	-	87,200	
	$ 4,573,788	$ 4,623,912	

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Board of Commissioners
Riverside County Transportation Commission
Riverside, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of State of Good Repair Fund (Fund) of the County of Riverside, California, as administered by the Riverside County Transportation Commission (Commission), as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the Fund's basic financial statements and have issued our report thereon dated October 31, 2025. Our report included an emphasis of matter paragraph indicating that the financial statements present only the Fund and do not purport to, and do not, present fairly the financial position of the Commission or the County of Riverside, California, as of June 30, 2025, and the changes in financial position for the year ended in accordance with accounting principles generally accepted in the United States of America.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Commission's internal control over the Fund's financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Commission's internal control related to the Fund. Accordingly, we do not express an opinion on the effectiveness of the Commission's internal control related to the Fund.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Fund's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

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Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Fund's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Commission's internal control or on compliance as it relates to the Fund. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Commission's internal control and compliance related to the Fund. Accordingly, this communication is not suitable for any other purpose.

Eide Bailly LLP

Rancho Cucamonga, California
October 31, 2025

Low Carbon Transit Operations Program Account, an Account of the Riverside County Transportation Commission

Financial and Compliance Reports
Years Ended June 30, 2025 and 2024

Contents

Independent Auditor's Report	1-3
Financial Statements	
Balance Sheets	4
Statements of Revenues, Expenditures and Change in Fund Balance	5
Notes to Financial Statements	6-7
Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With *Government Auditing Standards*	8-9

Independent Auditor's Report

Board of Commissioners
Riverside County Transportation Commission
Riverside, California

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of the Low Carbon Transit Operations Program (LCTOP) Account, an Account of the Riverside County Transportation Commission (Commission), as of and for the years ended June 30, 2025 and 2024, and the related notes to the financial statements, as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of the LCTOP Account of the Commission, as of June 30, 2025 and 2024, and the changes in its financial position for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States *(Government Auditing Standards)*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Commission and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the LCTOP Account and do not purport to, and do not, present fairly the financial position of the Commission as of June 30, 2025 and 2024, and the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

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263
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Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Commission's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by the missing information.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 31, 2025, on our consideration of the Commission's internal control over the LCTOP Account's financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Commission's internal control over the LCTOP Account's financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Commission's internal control over the LCTOP Account's financial reporting and compliance.

Eide Bailly LLP

Rancho Cucamonga, California
October 31, 2025

Low Carbon Transit Operations Program Account,
an Account of the Riverside County Transportation Commission

Balance Sheets
June 30, 2025 and 2024

	2025	2024
Assets		
Cash and investments in Riverside County Pooled Investment Fund	**$ 2,987,768**	$ 3,340,929
Interest receivable	**29,536**	37,130
Total assets	**$ 3,017,304**	$ 3,378,059
Liabilities and Fund Balance		
Liabilities		
Accounts payable	**$ 109,364**	$ 30,325
Total liabilities	**109,364**	30,325
Fund Balance		
Restricted:		
Rail projects	**2,907,940**	3,347,734
Total fund balance	**2,907,940**	3,347,734
Total liabilities and fund balance	**$ 3,017,304**	$ 3,378,059

See Notes to Financial Statements.

Low Carbon Transit Operations Program Account,
an Account of the Riverside County Transportation Commission

Statements of Revenues, Expenditures and Change in Fund Balance
Years Ended June 30, 2025 and 2024

	2025	2024
Revenues:		
State allocations	**$ 1,507,200**	$ 1,007,009
Interest	**137,370**	125,597
Total revenues	**1,644,570**	1,132,606
Expenditures:		
Rail projects	**2,084,364**	127,791
Net change in fund balance	**(439,794)**	1,004,815
Fund balance, beginning of year	**3,347,734**	2,342,919
Fund balance, end of year	**$ 2,907,940**	$ 3,347,734

See Notes to Financial Statements.

Note 1. Nature of Operations and Summary Significant Accounting Policies

Nature of Operations: In 2014, the California Legislature established Senate Bill 862 (SB 862), Low Carbon Transit Operations Program (LCTOP), one of several programs that is part of the Transit, Affordable Housing, and Sustainable Communities Program. LCTOP was created to provide operating and capital assistance for transit agencies to reduce greenhouse gas emissions and improve mobility, with a priority on serving disadvantaged communities. For agencies whose service area includes disadvantaged communities, at least 50 percent of the total moneys received shall be expended on projects that will benefit disadvantaged communities.

The accounting policies of the Riverside County Transportation Commission (Commission) conform to accounting principles generally accepted in the United States as applicable to governmental units.

A summary of the Commission's significant accounting policies is as follows:

Presentation: The accompanying financial statements of the LCTOP Account are intended to present the financial position and the changes in financial position of only that portion of the governmental activities of the Commission that is attributable to the transactions of the LCTOP Account of the Commission. They do not purport to, and do not, present fairly the financial position of the Commission as of June 30, 2025 and 2024 and the changes in its financial position for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

Basis of accounting: In accordance with the requirements for governmental funds, the modified accrual basis of accounting is followed in the LCTOP Account. Under the modified accrual basis of accounting, expenditures are recorded when they are expected to be liquidated with expendable available resources, and revenue is recorded when it becomes both measurable and available. "Measurable" means the amount of the transaction can be determined, and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. For this purpose, the Commission considers revenues to be available if they are collected within 180 days of the end of the current fiscal period. Those revenues susceptible to accrual include LCTOP Account allocations and interest revenue.

For the years ended June 30, 2025 and 2024 the Commission recognized revenues related to an allocation of $1,507,200 and $1,007,009, respectively, for rail service optimization and recovery project in Riverside County.

Funding: Project sponsors may submit expenditure proposals for funding of LCTOP to Caltrans and the California Air Resources Board to determine compliance with the requirements of SB 862 and the LCTOP guidelines. Caltrans submits a final list of approved expenditures to the State Controller's Office, and the approved amounts of funds will be available for release, not to exceed 75 percent of each eligible recipient's share of the full appropriation, with the remaining 25 percent available for release by fiscal year end.

Cash: It is the Commission's policy to deposit all funds received in the Riverside County Pooled Investment Fund (RCPIF) for investment until the funds are required for disbursement. Interest income is earned while these funds are deposited.

Fund balance restrictions: The LCTOP Account reports restricted account fund balance to show the level of constraint governing the use of the funds. Restricted account fund balances are restricted for specific purposes by third parties.

Expenditures: Expenditures represent rail projects as identified in the LCTOP application submitted by the Commission.

For the years ended June 30, 2025 and 2024, the Commission incurred qualifying expenditures of $2,084,364 and $127,791, respectively, for rail service optimization and recovery project in Riverside County.

Note 2. Cash and Investments with County Treasurer

The funds in the RCPIF are pooled with those of other entities and invested in accordance with the County's investment policy. These pooled funds are carried at fair value. Investments in U.S. Treasury, federal agency, mortgage and asset-backed, municipal, corporate, negotiable certificates of deposit, and commercial paper securities are carried at fair value based on quoted market prices. Money market mutual funds are carried at fair value based on each fund's share price. The pooled funds are not subject to level 1, 2 or 3 of the fair value hierarchy prescribed by Governmental Accounting Standards Board Statement No. 72, *Fair Value Measurement and Application*. The Commission is a voluntary participant in the pool. An Investment Oversight Committee has been established by the County, which acts as a regulator of the pool. As of June 30, 2025 and 2024, the LCTOP Account has $2,987,768 and $3,340,929, respectively, in the Commission's investment with the RCPIF, with an average maturity of 467 days and 465 days, respectively. Additional information on investment types, fair value measurement and credit risk of the RCPIF may be obtained from the County of Riverside Treasurer-Tax Collector located at 4080 Lemon Street, 4th Floor, Riverside, California 92502 or by visiting the Treasurer-Tax Collector website at www.countytreasurer.org.

Interest rate risk: While the Commission does not have a formal policy related to the interest rate risk of investments, the Commission's investment policy follows the California Government Code as it relates to limits on investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

Credit risk: As of June 30, 2025 the Commission's investment in the RCPIF was rated Aa/bf by Moody's Investor Services and AAAf/S1 by Fitch Ratings. As of June 30, 2024 the Commission's investment in the RCPIF was rated Aaa/bf by Moody's Investors Service and AAAf/S1 by Fitch Ratings. The Commission's investment policy only requires credit quality ratings for repurchase agreements, U.S. corporate debt, commercial paper, bankers' acceptances, and certificates of deposit.

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Board of Commissioners
Riverside County Transportation Commission
Riverside, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the Low Carbon Transit Operations Program (LCTOP) Account, an Account of the Riverside County Transportation Commission (Commission), as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise LCTOP's basic financial statements and have issued our report thereon dated October 31, 2025. Our report included an emphasis of matter indicating that the financial statements present only the LCTOP Account and do not purport to, and do not, present fairly the financial position of the Commission as of June 30, 2025, and the changes in its financial position for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Commission's internal control over the LCTOP Account's financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Commission's internal control related to the LCTOP Account. Accordingly, we do not express an opinion on the effectiveness of the Commission's internal control related to the LCTOP Account.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the LCTOP Account's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the LCTOP Account's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Commission's internal control or on compliance as it relates to the LCTOP Account. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Commission's internal control and compliance related to the LCTOP Account. Accordingly, this communication is not suitable for any other purpose.

Eide Bailly LLP

Rancho Cucamonga, California
October 31, 2025

Federal Awards Reports in Accordance
with the Uniform Guidance
Fiscal Year Ended June 30, 2025

Riverside County Transportation Commission

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* 1

Independent Auditor's Report on Compliance for Each Major Federal Program; Report on Internal Control Over Compliance; and Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance 3

Schedule of Expenditures of Federal Awards 6

Notes to Schedule of Expenditures of Federal Awards 7

Schedule of Findings and Questioned Costs

- Section I – Summary of Auditor's Results 9
- Section II – Financial Statement Findings 10
- Section III – Federal Award Findings and Questioned Costs 11

Summary Schedule of Prior Audit Findings 12

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

To the Board of Commissioners
Riverside County Transportation Commission
Riverside, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Riverside County Transportation Commission (the Commission), as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the Commission's basic financial statements and have issued our report thereon dated October 31, 2025.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Commission's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Commission's internal control. Accordingly, we do not express an opinion on the effectiveness of the Commission's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Commission's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Commission's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Commission's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Commission's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Rancho Cucamonga, California
October 31, 2025

Independent Auditor's Report on Compliance for Each Major Federal Program; Report on Internal Control Over Compliance; and Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

Board of Commissioners
Riverside County Transportation Commission
Riverside, California

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the Riverside County Transportation Commission's (Commission) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the Commission's major federal programs for the year ended June 30, 2025. The Commission's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Commission complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2025.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Commission and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Commission's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Commission's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Commission's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Commission's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Commission's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Commission's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Commission's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Commission as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the Commission's basic financial statements. We issued our report thereon dated October 31, 2025, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Ede Bailly LLP

Ontario, California
February 27, 2026, except for our report on the schedule of expenditures of federal awards, for which the date is October 31, 2025.

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal Financial Assistance Listing	Direct or Pass-Through Entity Identifying Number	Passed Through to Subrecipients	Expenditures
U.S. Department of Transportation				
Passed through California Department of Transportation:				
Highway Planning and Construction - SR60 Truck Lanes	20.205	08-1675	$ -	$ 1,120,304
Highway Planning and Construction - I15ELP Southern Extension	20.205	19-131-100-00	-	5,458,084
Highway Planning and Construction - I15 Smart Freeways	20.205	21-31-126-00	-	6,434,378
Highway Planning and Construction - SR91 Corridor Operations Project	20.205	23-31-062-00	-	1,695,550
Highway Planning and Construction - Mid County Parkway Phase 2 ROW	20.205	STBGSB1L 6054(101)	-	6,020,551
Highway Planning and Construction - SR71/91 Connectors	20.205	22-31-024-00	-	7,223,129
Highway Planning and Construction - Vanpool CMAQ	20.205	24-41-030-00	-	223,472
Total Highway Planning and Construction			-	28,175,468
Direct:				
Transportation Infrastructure Finance and Innovation Act (TIFIA) Program:				
TIFIA I-15 Express Lanes Project	20.223	TIFIA-2017-1011A	-	152,214,260
Total TIFIA Program			-	152,214,260
Direct:				
Federal Transit Cluster:				
Federal Transit - Capital Investment:				
Commuter Rail 5 Year Rehab 5309	20.500	CA-05-0268-00	-	21,733
Commuter Rail Rehab Final 5309	20.500	CA-05-0283-00	23,506	23,506
Rail State of Good Repair 5337	20.500	CA-054-0033-00	82,947	82,947
Total Federal Transit - Capital Investment			106,453	128,186
Federal Transit Urbanized Area Formula Grant:				
Moreno Valley/March Field Station Rail Rehab	20.507	CA-2017-112-00	-	5,664,348
Commuter Rail Pax Upgrades 5307	20.507	CA-90-Z234-00	-	3,272,148
COVID-19 - CARES Act: Vanpool Operating Assistance 5307	20.507	CA-2020-274-00	-	184,216
Commuter Rail Rehabilitation and Maintenance	20.507	CA-2021-131-00	-	2,599,530
Total Federal Transit Urbanized Area Formula Grant			-	11,720,242
State of Good Repair Grants Program:				
Commuter Rail 5 Year Rehab 5309	20.525	CA-2017-121-00	1,823,397	1,823,397
2020 Commuter Rail State of Good Repair 5337	20.525	CA-2020-261-00	1,755,748	1,755,748
Commuter Rail State of Good Repair 5337	20.525	CA-2023-158-00	895,663	895,663
Total State of Good Repair Grants Program			4,474,808	4,474,808
Total Federal Transit Cluster			4,581,261	16,323,236
Total Expenditures of Federal Awards			**$ 4,581,261**	**$ 196,712,964**

Note 1 - Basis of Presentation

The accompanying schedule of expenditures of federal awards (Schedule) includes the federal award activity of the Riverside County Transportation Commission (Commission) under programs of the federal government for the year ended June 30, 2025. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Commission, it is not intended to and does not present the financial position, changes in net position, or cash flows of the Commission.

Note 2 - Summary of Significant Accounting Policies

Expenditures reported in the Schedule are reported on the modified accrual basis of accounting for governmental funds and the accrual basis of accounting for enterprise funds, except for subrecipient expenditures, which are recorded on the cash basis. When applicable, such expenditures/expenses are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures/expenses are not allowable or are limited as to reimbursement.

Note 3 - Direct and Indirect (Pass-Through) Federal Awards

Federal awards may be granted directly to the Commission by a federal granting agency or may be granted to other government agencies which pass-through federal awards to the Commission. The Schedule includes both of these types of Federal award programs when they occur.

Note 4 - Transportation Infrastructure Finance and Innovation Act (TIFIA) Program Loans

In July 2017, the Commission executed a TIFIA loan agreement with the United States Department of Transportation in an amount not to exceed $152,214,260 to finance portions of the Commission's I-15 Express Lanes Project. The TIFIA loan is evidenced by a toll revenue bond of the Commission issued pursuant to the master indenture and supplemental indentures. During construction and for a period of up to five years following substantial completion, interest is compounded and added to the TIFIA loan. The TIFIA loan requires mandatory debt service payments at a minimum and scheduled debt service payments to the extent additional funds are available. TIFIA debt service payments related to the I-15 Express Lanes Project are expected to commence on December 1, 2025, which is five years after substantial completion of the I-15 Express Lanes Project, through June 1, 2055. The interest rate of the TIFIA loan was 2.84%. There were no I-15 Express Lanes Project TIFIA loan proceeds expended during the fiscal year ended June 30, 2025.

As of June 30, 2025, the TIFIA Loan was paid off in full, approximating $173,734,101 which included the compounded interest amount through October 2024. The TIFIA Loan was paid off with a combination of I-15 toll revenues and established reserves, a contribution from Measure A, and establishment of a Measure A inter-fund loan to the I-15 Express Lanes totaling $48,700,000.

Note 5 - Indirect Cost Rate

The Commission has not elected to use the 10-percent de minimis indirect cost rate.

Section I – Summary of Auditor's Results

FINANCIAL STATEMENTS

Type of auditor's report issued	Unmodified
Internal control over financial reporting:	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	None reported
Noncompliance material to financial statements noted?	No

FEDERAL AWARDS

Internal control over major program:	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	None reported
Type of auditor's report issued on compliance for major program:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance 2 CFR 200.516(a):	No

Identification of major federal programs:

Name of Federal Program	Federal Financial Assistance Listing
Highway Planning and Construction	20.205
Federal Transit Cluster	20.500, 20.507, 20.525

Dollar threshold used to distinguish between type A and type B programs:	$1,334,961
Auditee qualified as low-risk auditee?	Yes

Section II – Financial Statement Findings

None identified.

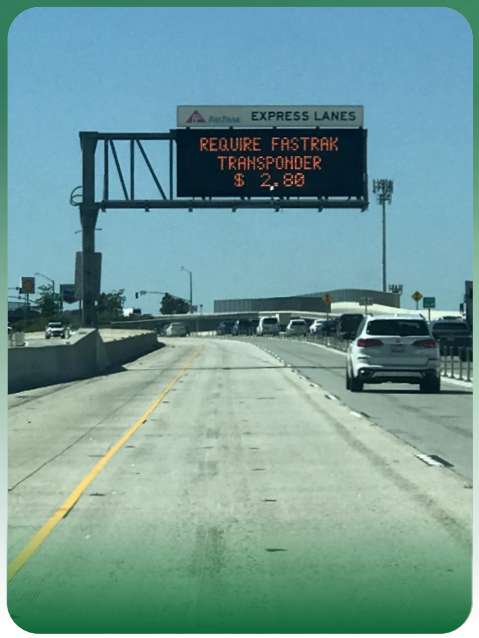
Section III – Federal Award Findings and Questioned Costs

None identified.

None identified.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

91 Express Lanes
Safe – Reliable – Predictable



FISCAL YEAR ENDED JUNE 30, 2025

RCTC 91 EXPRESS LANES FUND FINANCIAL STATEMENTS

(Enterprise Fund of the Riverside County Transportation Commission)

Riverside County Transportation Commission

Riverside County, California

RCTC
RIVERSIDE
COUNTY
TRANSPORTATION
COMMISSION

RCTC 91 Express Lanes Fund
(Enterprise Fund of the Riverside County Transportation Commission)
Financial Statements
For the Year Ended June 30, 2025

CONTENTS

Independent Auditor's Report 1

Management's Discussion and Analysis 5

Financial Statements

Statement of Net Position 13
Statement of Revenues, Expenses and Changes in Fund Net Position 15
Statement of Cash Flows 16
Notes to Financial Statements 18

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Independent Auditor's Report

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Independent Auditor's Report

Board of Commissioners
Riverside County Transportation Commission
Riverside, California

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of the RCTC 91 Express Lanes Fund (Fund), an enterprise fund of the Riverside County Transportation Commission (Commission), as of and for the year ended June 30, 2025, and the related notes to the financial statements, as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of the RCTC 91 Express Lanes Fund of the Commission, as of June 30, 2025, and the changes in financial position, and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Commission and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the RCTC 91 Express Lanes Fund and do not purport to, and do not, present fairly the financial position of the Commission, as of June 30, 2025, the changes in its financial position, or, where applicable, its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Commission's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management

about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Rancho Cucamonga, California
October 31, 2025

RCTC
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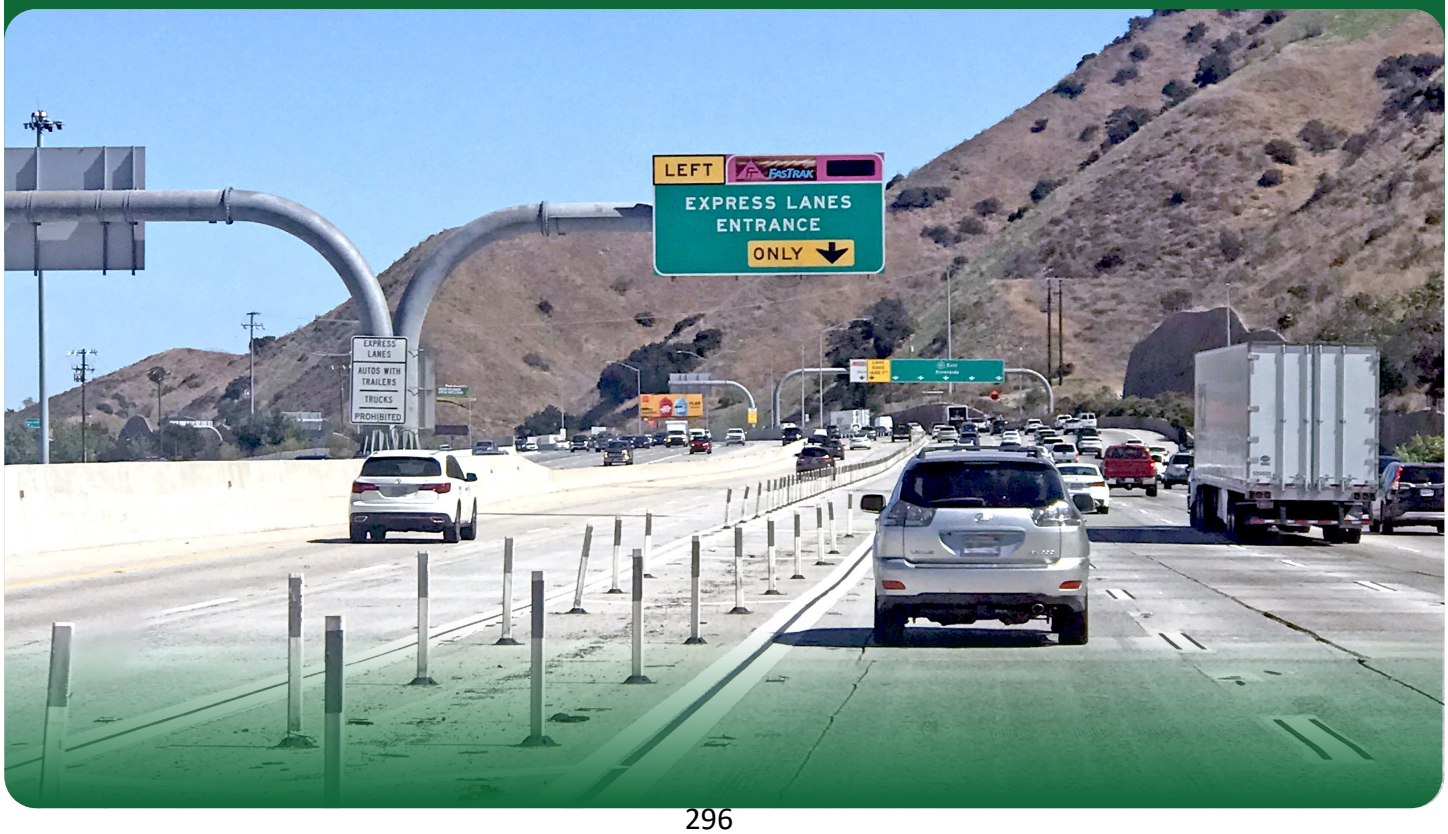
TRANSPORTATION
COMMISSION

Management's Discussion & Analysis



RCTC
RIVERSIDE
COUNTY
TRANSPORTATION
COMMISSION

As management of the RCTC 91 Express Lanes Fund (the Fund), an enterprise fund of the Riverside County Transportation Commission, we offer readers of the Fund financial statements this narrative overview and analysis of the Fund's financial activities for the fiscal year ended June 30, 2024. We encourage readers to consider information on financial performance presented in conjunction with the financial statements that begin on page 11.

Financial Highlights

- At the end of fiscal year (FY) 2024/25, the total net position (deficit) of the Fund was ($2,016,671) and consisted of net investment (deficit) in capital assets of ($115,591,640), restricted net position for other post-employment benefits of $86,964, and restricted net position of $113,488.005. The net position deficit decreased $59,292,105 largely due to increased traffic volumes which generated higher than anticipated toll revenues in the most recently completed fiscal year.
- Total Assets increased $54,192,674 when compared to the prior fiscal year. The increase is due to higher than anticipated toll revenues outpacing expenditures, resulting in higher current and restricted assets.
- During FY 2024/25, net operating income for the Fund totaled $70,148,031. Positive net operating income was due to operating revenues of $104,092,549 which increased 12% from the prior fiscal year and include toll, violation penalty, and account fee revenues along with Orange County Transportation Authority (OCTA) and Transportation Corridor Agencies (TCA) reimbursements. Total operating expenses of $33,944,518 was a 17% increase from the previous fiscal year and include slight increases to roadway and toll systems maintenance expenditures.

Overview of the Financial Statements

This discussion and analysis are intended to serve as an introduction to the Fund's financial statements. The financial statements are comprised of the Fund financial statements and notes to the financial statements.

The statement of net position presents information on all the Fund's assets, liabilities, and deferred outflows/inflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Fund is improving or deteriorating.

The statement of revenues, expenses and changes in fund net position presents information showing how the Fund's net position changed during the fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported for some items that will only result in cash flows in future fiscal periods.

The statement of cash flows presents information on the cash flows related to operating, noncapital financing, capital and related financing, and investing activities.

The Fund financial statements can be found on pages 13-17 of this report.

Notes to the financial statements provide additional information that is essential to a full understanding of the data provided in the financial statements. The notes to the financial statements can be found on pages 18-31 of this report.

91 Express Lanes Financial Analysis

As noted previously, net position may serve over time as a useful indicator of the Fund's financial position. At June 30, 2025, the Fund's net position reflected a deficit of $2,016,671. Our analysis below focuses on net position and changes in net position of the Fund's financial activities

RCTC 91 Express Lanes Fund
Net Position

	2025	2024
Current and other assets	$ 72,936,636	$ 46,380,398
Restricted assets	170,530,605	135,677,263
Capital assets, net	492,784,906	500,001,810
Total assets	736,252,147	682,059,471
Deferred outflows of resources	13,726,009	14,393,756
Total assets and deferred outflows of resources	749,978,156	696,453,227
Current liabilities	23,773,319	22,535,998
Long-term liabilities	728,107,455	735,090,980
Total liabilities	751,880,774	757,626,978
Deferred inflows of resources	114,053	135,025
Total liabilities and deferred inflows of resources	751,994,827	757,762,003
Net position		
Net investment in capital assets	(115,591,640)	(114,992,507)
Restricted	113,574,969	53,683,731
Total net position (deficit)	$ (2,016,671)	$ (61,308,776)

FY 2024/25 represents the eighth full year of toll operations for the Fund. Total assets and deferred outflows of resources increased $53,524,928 or 8%, due primarily to the increase in cash and investments related to increased toll revenue from the 15/91 Express Lanes Connector that opened to traffic in November 2023. Total liabilities and deferred inflows of resources decreased $5,767,175 or 1%, primarily due to lower repair and rehabilitation expenses, and reduced surplus toll revenue transfers to the Commission's governmental funds due to the completion of the 15/91 Express Lanes Connector project in the prior year.

The Fund's net investment in capital assets reflects a deficit of $115,591,640. The fund's net position reflects its investment in capital assets (i.e., land and land improvements; buildings; toll infrastructure; equipment, furniture, and fixtures; transponders; and toll facility franchise), and less any related outstanding debt used to acquire these assets. The Fund uses these capital assets, which include intangible assets, to provide improved mobility for the Fund customers and commuters along the State Route (SR)-91 corridor.

Restricted net position, representing resources subject to external restrictions on how they may be used, was $113,574,969 as reported as of June 30, 2025.

The analysis below focuses on the changes in net position.

RCTC 91 Express Lanes Fund
Changes in Net Position

	2025	2024
Operating revenues		
Toll, penalties, and fees	$103,467,341	$ 92,717,269
Local reimbursements	625,208	-
Total operating revenues	104,092,549	92,717,269
Operating expenses		
Management and operational services	15,725,723	12,880,451
Administrative overhead	1,050,700	1,545,000
Other operating expenses	2,188,755	2,823,827
Professional services	1,203,808	859,205
General and administrative	1,470,408	1,361,106
Depreciation and amortization	12,305,124	9,619,938
Total operating expenses	33,944,518	29,089,527
Operating income	70,148,031	63,627,742
Nonoperating revenues (expenses)		
Investment income	10,505,715	8,442,744
Interest expense	(25,236,912)	(24,916,889)
Gain (loss) on sale of capital assets	(1,085,368)	-
Total nonoperating revenues (expenses)	(15,816,565)	(16,474,145)
Income before transfers	54,331,466	47,153,597
Transfers and contributions from (to) the Commission, net	4,960,639	224,761,729
Change in net position	59,292,105	271,915,326
Net position at beginning of year, as previously reported	(61,308,776)	(333,152,076)
Change in accounting principle	-	(72,026)
Net position at beginning of year, as restated	(61,308,776)	(333,224,102)
Total net position at end of year (deficit)	$ (2,016,671)	$ (61,308,776)

The Fund's total operating revenues increased $11,375,280, or 12%, due to higher toll and violation revenues, resulting from increased traffic volumes. Toll revenues comprise of dynamic pricing based on real-time traffic congestion toll rate adjustments and violation revenues comprise of increased traffic volumes, including vehicle registration holds as a method of collection. Total operating expenses increased $4,854,991, or 17%, primarily due to increases in management and operational costs and depreciation related to the 15/91 Express Lanes Connector project. The increase with operating expenses was offset by decreases in other operating expenses such as reduced repair and rehabilitation costs. Nonoperating expenses (net of nonoperating revenues) decreased $657,580, or 4%, primarily due to increased investment income earnings offset by additional interest expense on existing debt. Net transfers from the Commission decreased by $219,801,090 as a result of the contribution of assets from the Commission's governmental funds related to the 15/91 Express Lanes Connector project completion costs and funding

contribution for the SR-91 Improvements, East of I-15 project, offset by the transfer of surplus funds to the Commission's governmental funds for the 15/91 Express Lanes Connector project completion costs. Total traffic volume on the RCTC 91 Express Lanes Fund during FY 2024/25 was approximately 20,952,400 trips compared to 18,996,000 trips in FY 2023/24.

Transfer of surplus funds are related to the accumulation of prior year revenues and not the current year's operating revenue transfer. The 91 Express Lanes surplus revenues will meet its funding commitment in the upcoming fiscal year.

Capital Assets

As of June 30, 2025, the Fund had $492,784,906, net of accumulated depreciation and amortization, invested in a broad range of capital assets including: land and land improvements; construction easements; construction in progress; development in progress; buildings; toll infrastructure comprised of communication equipment and computer hardware and software; equipment, furniture, and fixtures; toll facility franchise; leased assets, and transponders. The decrease of $7,216,904, or 1%, was due to the sale of excess land and a contribution of assets from the Commission's governmental funds related to the 15/91 Express Lanes Connector, offset by increases in construction and development in progress and depreciation.

RCTC 91 Express Lanes Fund
Capital Assets, Net of Depreciation and Amortization

	2025	2024
Capital assets not being depreciated:		
Land and land improvements	$ 19,482,057	$ 22,462,871
Construction easements	206,307	206,307
Construction in progress	838,632	-
Development in progress	4,144,136	-
Capital assets being depreciated and amortized:		
Toll infrastructure	3,118,203	4,983,373
Toll facility franchise	464,707,281	471,870,827
Buildings	104,502	241,256
Equipment, furniture, and fixtures	-	4,374
Right to use lease assets being amortized:		
Buildings	183,790	232,802
Total capital assets, net	$ 492,784,906	$ 500,001,810

More detailed information about the Fund's capital assets is presented in note 4 to the financial statements.

Debt Administration

As of June 30, 2025, the Fund had $734,962,387 outstanding in toll revenue bonds. The decrease of $2,091,686, or less than 1%, is due to the increases in the compounded and accreted interest on the toll-supported long-term debt, including premium, offset by the principal payment for the 2013 Capital Appreciation Bonds.

RCTC 91 Express Lanes Fund
Outstanding Debt

	2025	2024
Toll revenue bonds	$ 734,962,387	$ 737,054,073
Total outstanding debt	$ 734,962,387	$ 737,054,073

Additional information on long-term debt can be found in note 6 to the financial statements.

Economic and Other Factors

The Fund makes up $111,427,500 or 12% of Commission's FY 2025/26 revenue budget. In FY 2025/26, toll and non-toll revenues are forecasted to increase by 17% over the FY 2024/25 budget. This increase is based on estimated toll transactions and current traffic and revenue data. The RCTC 91 Express Lanes have exceeded initial financing expectations, and the Commission's traffic consultant updated the investment grade and traffic, and revenue study bring down letter in August 2021. The average projected long-term rate of growth for toll road revenues beyond FY 2025/26 is 4.83%.

Most expenses related to the Fund within FY 2025/26 budget are on-going general costs related to day-to-day operations of the toll facility. As a fully electronic toll facility, motorists pay tolls through the convenient use of FasTrak® transponders that automatically deduct toll charges from a prepaid account.

Under a cooperative agreement entered with OCTA in December 2011, the RCTC 91 Express Lanes are jointly operated with the OCTA 91 Express Lanes and collectively referred to as the 91 Express Lanes. The Commission and OCTA agreed on the use of the same initial operator, cost and revenue sharing, business rules, interoperability of technology, and shared marketing activities. The joint operation allows for the sharing of costs and a seamless customer experience.

Contacting 91 Express Lane's Management

This financial report is designed to provide a general overview of the Fund's finances for all those with an interest in the government's finances and to demonstrate the Fund's accountability for the money it receives. Questions concerning any of the information provide in this report or requests for additional information should be addressed to the Chief Financial Officer, Finance Department at the Riverside County Transportation Commission, 4080 Lemon Street, 3rd Floor, P.O. Box 12008, Riverside, CA 92502-2208.

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Financial Statements

RCTC
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RCTC 91 Express Lanes Fund
(Enterprise Fund of the Riverside County Transportation Commission)
Statement of Net Position
June 30, 2025

Assets		
Current assets:		
Cash and investments	$	66,824,763
Receivables		
Accounts		4,325,608
Interest		681,910
Due from other Commission funds		865,514
Prepaid expenses		151,877
Total current assets		72,849,672
Noncurrent assets:		
Restricted cash and investments		170,530,605
Net other post-employment benefits assets		86,964
Capital assets, net		
Nondepreciable		24,671,133
Depreciable and amortizable		467,929,983
Right to use lease asset		183,790
Total noncurrent assets		663,402,475
Total assets		736,252,147
Deferred outflows of resources		
Pension benefits		379,310
Other post-employment benefits		204,753
Loss on refunding bonds		13,141,946
Total deferred outflows of resources		13,726,009
Total assets and deferred outflows of resources		749,978,156
Liabilities		
Current liabilities:		
Accounts payable		10,231,347
Interest payable		1,854,792
Due to other Commission funds		4,141,999
Compensated absences liability		82,768
Lease liability		50,038
Bonds payable - due within one year		7,412,375
Total current liabilities		23,773,319

RCTC 91 Express Lanes Fund

(Enterprise Fund of the Riverside County Transportation Commission)

Statement of Net Position, Continued

June 30, 2025

Noncurrent liabilities:	
Net pension liability	266,887
Compensated absences liability	143,341
Lease liability	147,215
Bonds payable - due in more than one year	727,550,012
Total noncurrent liabilities	728,107,455
Total liabilities	751,880,774
Deferred inflows of resources	
Pension benefits	89,324
Other post-employment benefits	24,729
Total deferred inflows of resources	114,053
Total liabilities and deferred inflows of resources	751,994,827
Net position	
Net investment (deficit) in capital assets	(115,591,640)
Restricted for other post-employment benefits	86,964
Restricted for express lanes	113,488,005
Total net position (deficit)	$ (2,016,671)

See notes to financial statements

RCTC 91 Express Lanes Fund

(Enterprise Fund of the Riverside County Transportation Commission)

Statement of Revenues, Expenses and Change in Fund Net Position

For the Year Ended June 30, 2025

Operating revenues		
Tolls, penalties, and fees	$	103,467,341
Local reimbursements		625,208
Total operating income		104,092,549
Operating expenses		
Management and operational services		15,725,723
Administrative overhead		1,050,700
Other operating expenses		2,188,755
Professional services		1,203,808
General and administrative expenses		1,470,408
Depreciation and amortization		12,305,124
Total operating expenses		33,944,518
Operating income		70,148,031
Nonoperating revenues (expenses)		
Investment income		10,505,715
Interest expense		(25,236,912)
Gain (loss) on sale of capital assets		(1,085,368)
Total nonoperating revenues (expenses)		(15,816,565)
Income before transfers		54,331,466
Transfers		
Contributions from Commission governmental funds		3,086,268
Transfers in from Commission funds		5,031,412
Transfers out to Commission governmental funds		(3,157,041)
Total transfers		4,960,639
Change in net position		59,292,105
Net position at beginning of year		(61,308,776)
Net position (deficit) at end of year	$	(2,016,671)

RCTC 91 Express Lanes Fund
(Enterprise Fund of the Riverside County Transportation Commission)
Statement of Cash Flows
For the Year Ended June 30, 2025

Cash flows from operating activities		
Receipts from customers and users	$	102,914,888
Payments to vendors		(20,829,885)
Payments to employees		(1,414,631)
Payments for RCTC interfund services used		(1,362,983)
Receipts from reimbursable costs		466,595
Net cash provided by operating activities		79,773,984
Cash flows from noncapital financing activities		
Transfers from governmental activities for operational maintenance		31,412
Net cash provided by noncapital financing activities		31,412
Cash flows from capital and related financing activities		
Principal payment on long-term debt		(4,580,000)
Interest paid on long-term debt		(22,201,017)
Acquisition of capital assets		(4,982,768)
Principal paid on lease obligation		(47,104)
Proceeds from sale of capital assets		1,895,446
Net cash used for capital and related financing activities		(29,915,443)
Cash flows from investing activities		
Interest		10,544,284
Net cash provided by investing activities		10,544,284
Net increase in cash and cash equivalents		60,434,237
Cash and investments at beginning of year		176,921,131
Cash and investments at end of year	$	237,355,368

See notes to financial statements

RCTC 91 Express Lanes Fund

(Enterprise Fund of the Riverside County Transportation Commission)

Statement of Cash Flows, Continued

For the Year Ended June 30, 2025

Reconciliation of operating income to net cash provided by (used for) operating activities		
Operating income	$	70,148,031
Adjustments to reconcile operating income to net cash provided by (used for) operating activities		
Depreciation and amortization expense		12,305,124
Change in assets and liabilities		
(Increase) Decrease in other receivables, net		(710,528)
(Increase) Decrease in due from other Commission funds		(312,283)
(Increase) Decrease in prepaid assets		78,715
Increase (Decrease) in pension and post-employment benefit assets, net of deferred items		40,255
Increase (Decrease) in accounts payable		4,602,593
Increase (Decrease) in due to other Commission funds		(6,407,948)
Increase (Decrease) in deposits payable		(537)
Increase (Decrease) in compensated absences liability		30,562
Total adjustments		9,625,953
Net cash provided by operating activities	$	79,773,984

Noncash capital, financing and investing activities		
Accreted and compounded interest	$	5,025,689
Amortization of bond premium		2,537,375
Amortization of loss on bond refunding		(547,581)
Contributions from governmental activities		3,086,268
Net increase in the fair value of investments		619,988

See notes to financial statements

Note 1. Reporting Entity

After more than a decade of work, which includes approximately three years of construction, the Riverside County Transportation Commission (Commission) achieved substantial completion on the SR-91 Corridor Improvement (91 Project) on March 20, 2017, including express lane and general-purpose lane improvements. In achieving substantial completion, the RCTC 91 Express Lanes opened to traffic and tolling commenced. The RCTC 91 Express Lanes cover an eight-mile stretch on SR-91 between I-15 and the Orange/Riverside County line and a tolled direct connector.

The RCTC 91 Express Lanes Fund (Fund) is reported as a major enterprise fund in the Commission's basic financial statements. The accompanying financial statements present the net position, changes in net position, and cash flows of the Fund only. They do not purport to, and do not, present the overall financial position of the Commission or its changes in net position as of June 30, 2025.

Note 2. Summary of Significant Accounting Policies

The accounting policies of the Fund are in conformity with generally accepted accounting principles applicable to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing accounting and financial reporting principles.

Basis of Accounting: The financial statements of the Fund are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues consisting substantially of tolls and fees, are recorded when earned, and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Toll revenue is recognized when the customers utilize the toll road facility and payment is collected.

Enterprise funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services in connection with an enterprise fund's principal and ongoing operations. The principal operating revenues of the Fund are charges to customers for use of the toll facility. Operating expenses for the Fund include the cost of services, administrative expenses, and depreciation and amortization on capital and intangible assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Violations: Violations consist of uncollected violation tolls and penalties. Unpaid violations of $ 92,577,939 as of June 30, 2025, are not recognized as revenue until payment is received. If violations and penalties remain owed for more than 90 days, they are attached to the registration for the violation vehicle. If collection at the registration level is unsuccessful, the violation and penalties are turned over to the collection agency after a two-year period. Unpaid violations remain recorded for a period of four years in accordance with the statute of limitations, at which time, they will be deemed uncollectible.

Cash and investments: The Commission maintains cash and investments in accordance with the Investment Policy adopted by the Board of Commissioners in December 2024. The Investment Policy complies with the California Government Code (Code). Investments of bond proceeds as permitted by the applicable debt documents are maintained with U.S. Bank as trustee. Separate investment accounts are maintained for the proceeds of bond issues, with the earnings for each bond issue accounted for separately. The Fund participates in the Riverside County Pooled Investment Fund (RCPIF). Cash from other Commission revenue sources is commingled for investment purposes in the RCPIF, with investment earnings allocated to the different accounts based on average daily account balances.

Note 2. Summary of Significant Accounting Policies, Continued

The Commission holds investments that are measured at fair value on a recurring basis. Investments in U.S. agency securities are carried at fair value based on quoted market prices, except for money market investments, which are carried at amortized cost which approximates fair value. The RCPIF is carried at fair value based on the value of each participating dollar as provided by RCPIF.

Cash and cash equivalents: For the purpose of the statement of cash flows, the Commission considers all short-term investments with an initial maturity of three months or less to be cash equivalents. All deposits, money market funds, and the Fund's share of the RCPIF represent cash and cash equivalents for cash flow purposes.

Restricted cash and investments: Investments set aside in the Senior Lien Obligations Reserve Fund, Senior Lien Capitalized Interest Fund, Senior Lien Principal Fund, Senior Lien Interest Fund, Second Lien Obligation Reserve Fund, Repair and Rehabilitation Fund, and Toll Revenue Fund are pursuant to the terms of the 2013 Indenture, as amended by the fourth Supplemental Indenture and its use is limited by applicable debt terms and conditions.

Permitted investments per the debt indentures include government obligations, State of California and local agency obligations, banker's acceptances, commercial paper notes, negotiable certificates of deposit, repurchase agreements, money market funds, other mutual funds, investment agreements, RCPIF, and variable and floating rate securities.

Receivables: Accounts receivables include amounts due from other California toll road agencies related to their customers' use of the RCTC 91 Express Lanes, as well as amounts owed from the Orange County Transportation Authority (OCTA) in accordance with a cooperative agreement.

Capital assets: Capital assets include land and land improvements; construction easements; construction in progress; toll infrastructure; buildings; equipment, furniture, and fixtures; leased assets, toll facility franchise; and transponders. Capital assets are defined by the Fund as assets with an initial, individual cost of more than $100,000 and a useful life in excess of three years. The costs of normal maintenance and repairs that do not add value to the asset or materially extend asset lives are not capitalized.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

Asset Type	Useful Life
Buildings	10 years
Equipment, furniture and fixtures	3 to 5 years
Temporary construction easements	1 to 3 years
Toll facility franchise	50 years
Toll infrastructure	5 to 10 years

In May 2012 the Commission entered into a toll facility agreement with California's Department of Transportation (Caltrans) and obtained authority to toll the SR-91 from the Orange County/Riverside County line to I-15 for 50 years commencing as of the first day on which the RCTC 91 Express Lanes open for public use and toll operations. The RCTC 91 Express Lanes opened on March 20, 2017.

Note 2. Summary of Significant Accounting Policies, Continued

Right to use lease assets: The right to use assets are initially measured at an amount equal to the initial measurement of the related lease liability plus any lease payments made prior to the lease term, less lease incentives, and plus ancillary charges necessary to place the lease asset into place. The right to use assets are amortized on a straight-line basis over the life of the related lease.

Deferred outflows of resources: : In addition to assets, the statement of net position reports a separate section for deferred outflows of resources. This separate financial statement element represents a consumption of net assets that applies to a future period and so will not be recognized as an outflow of resources (expense) until then. As of June 30, 2025, the Fund has deferred outflows of resources related to pension, other post-employment benefits (OPEB), and loss on refunding bonds.

Due to other Commission funds: During the course of operations, transactions occur between Commission governmental funds involving goods provided and services rendered.

Compensated absences: Sick, vacation, and administrative hours earned and accumulated that have not been taken at year-end is reported as a long-term liability, net of current portion, in the Fund.

Pensions: For purposes of measuring the net pension liabilities and deferred outflows/inflows of resources related to pensions and pension expense, information about the fiduciary net position of the Commission's California Public Employees' Retirement System (CalPERS) plans (Plans) and additions to/deduction from Plans' fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with benefit terms. Investments are reported at fair value.

Post-employment benefits other than pensions: For purposes of measuring the net OPEB asset, deferred outflows/inflows of resources related to the OPEB asset and OPEB expense, information about the fiduciary net position of the Commission's OPEB plan, and additions to/deductions from the OPEB fiduciary net position have been determined on the same basis as they are reported by California Employers' Retiree Benefit Trust administered by CalPERS. For this purpose, benefit payments are recognized when due and payable in accordance with benefit terms. Investments are reported at fair value, except for money markets and participating interest-earning investment contracts that have a maturity at the time of purchase of one year or less, which is reported at cost.

Lease Liability: During the year ended June 30, 2025, the Fund recognized lease liabilities of $197,253. The liability is the right to use leased building.

Deferred inflows of resources: In addition to liabilities, the statement of net position reports a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net assets that applies to a future period and will not be recognized as an inflow of resources, or revenue, until then. The Fund has deferred inflows of resources related to pension and other post-employment benefits.

Risk management: The Fund purchases commercial property insurance including business interruption, earthquake, and flood coverage related to the toll facility.

Note 2. Summary of Significant Accounting Policies, Continued

Net position: Net position represents the difference between assets plus deferred outflow of resources and liabilities plus deferred inflow of resources and is classified into two categories:

- *Net investment (deficit) in capital assets* consists of capital and intangible assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowings used for the acquisition, construction, or improvement of those assets and excludes unspent debt proceeds.
- *Restricted net position* represents restricted assets less liabilities related to those assets. Restricted assets are recorded when there are limitations imposed by creditors (such as through debt covenants). The statement of net position includes restricted net position for the portion of net toll revenues restricted by the 2013 Master Indenture, as amended by the fourth Supplemental Indenture for toll operations.

The deficit in net investment in capital assets will be reduced by future toll revenues for the payment of outstanding toll obligations.

Use of estimates: The preparation of the financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect certain reported amounts and disclosures during the reporting period. As such, actual results could differ from those estimates.

Note 3. Cash and Investments

Cash and investments are comprised of the following at June 30, 2025:

Cash in bank	$	179,641
Investments		
With RCPIF		66,645,122
With Trustee		170,530,605
Total investments		237,175,727
Total cash and investments	$	237,355,368

Total cash and investments are reported in the financial statements as:

Unrestricted cash and investments	$	66,824,763
Restricted cash and investments		170,530,605
Total cash and investments	$	237,355,368

Fair Value Hierarchy: The Commission categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure fair value of the assets. Level 1 inputs are quoted prices in an active market for identical assets; Level 2 inputs are based on similar observable assets either directly or indirectly, which may include inputs in markets that are not considered to be active; and Level 3 inputs are significant unobservable inputs (the Commission does not value any of its investments using Level 3 inputs).

Note 3. Cash and Investments, Continued

The following is a summary of the fair value hierarchy of the fair value of investments of the Fund as of June 30, 2025:

Investments by fair value level:	June 30, 2025	Fair Value Measurements Using: Quoted Prices in Active Markets for Identical Assets (Level 1)	Fair Value Measurements Using: Significant Other Observable Inputs (Level 2)
Investments subject to fair value hierarchy:			
Money market mutual funds	$ 170,526,915	$ 170,526,915	$ -
U.S. agency securities	3,690	-	3,690
Total investments measured at fair value		$ 170,526,915	$ 3,690
Investments not subject to fair value hierarchy:			
RCPIF	66,645,122		
Total investments	$ 237,175,727		

Investments classified in Level 1 of the value hierarchy, valued at $170,526,915 are valued using quoted prices in active markets.

U.S. agency securities totaling $3,690 classified in Level 2 of the fair value hierarchy, are valued using matrix pricing techniques maintained by various pricing vendors. Matrix pricing is used to value securities based on the securities' relationship to benchmark quoted prices. Fair value is defined as the quoted market value on the last trading day of the period. These prices are obtained from various pricing sources by the custodian bank.

As of June 30, 2025, the Fund has the following investments:

Investments	Fair Value	Principal	Interest Rate Range	Maturity Range	Weighted Average Maturity (Years)
RCPIF	$ 66,645,122	$ 66,481,246	0.497% – 6.197%	6/30/25 – 6/17/30	1.28
Held by Trustee					
Money market mutual funds	170,526,915	170,526,915	3.806% – 3.956%	6/30/25	41 days or 0.123
U.S. agency securities	3,690	1,043	0.000% – 3.975%	5/25/25 – 9/11/53	9.135
Total Investments	$237,175,727	$237,009,204			
				Portfolio weighted average	3.513

The weighted average maturity is calculated using the investment's effective duration weighted by the investment's fair value.

Deposits and withdrawals in the RCPIF are made on the basis of $1.00 (cost basis) and not fair value. Accordingly, the Fund's investment at June 30, 2025, is uncategorized, not defined as Level 1, Level 2, or Level 3 input.

Note 3. Cash and Investments, Continued

Interest rate risk: : While the Commission does not have a formal policy related to the interest rate risk of investments, the Commission's investment policy follows the Code as it relates to limits on investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates. In accordance with the Commission's investment policy, restricted investments are invested in accordance with the maturity provisions of the specific bond indenture, which may extend beyond five years.

Custodial credit risk: Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The Commission's investment policy requires that a third-party bank trust department hold all securities owned by the Commission. All trades are settled on a delivery versus payment basis through the Commission's safekeeping agent.

The Fund's cash deposits are included in the overall Commission's deposits. Bank balances over $5,000,000 are swept daily into a money market account. Of the bank balance, up to $250,000 is federally insured under the Federal Depository Insurance Corporation with balances in excess of $250,000 collateralized in accordance with the Code; however, the collateralized securities are not held in the name of the Commission.

Credit risk: The Commission's investment policy as well as the specific bond indentures set minimum acceptable credit ratings for investments from any of the three nationally recognized statistical rating organizations.

The following table is a summary of the credit quality distribution and concentration of credit risk by investment type as a percentage of each category's fair value at June 30, 2025; securities denoted as NR are not rated by one of the nationally recognized statistical rating organizations.

Investments	Moody's	S&P	% of Portfolio
RCPIF	Aaa-bf	NR	28.10%
Money market mutual funds			
Funds	AAA	AAA	71.90%
U.S. agency notes			
Notes	Aa1	AA+	0.00%
Total			100.00%

Concentration of credit risk: The Commission's investment policy places a limit of 10% on the amount of investment holdings with any one non-U.S. Government or non-federal agency issuer. As of June 30, 2025, the Commission did not have investments in any one issuer that represents more than 5% of the Commission's total investments.

Note 4. Capital Assets

Capital assets activity for the Fund for the year ended June 30, 2025 is as follows:

	Balance June 30, 2024	Capital Contributions	Additions	Deletions	Balance June 30, 2025
Capital assets not being depreciated:					
Land and land improvements	$22,462,871	$ -	$ -	$ (2,980,814)	$19,482,057
Construction easements	206,307	-	-	-	206,307
Construction in progress	-	-	838,632	-	838,632
Development in progress			4,144,136		4,144,136
Total capital assets not being depreciated	22,669,178	-	4,982,768	(2,980,814)	24,671,133
Capital assets being depreciated and amortized:					
Toll infrastructure	34,997,367	-	-	-	34,997,367
Transponders	453,818	-	-	-	453,818
Buildings	1,163,847	-	-	-	1,163,847
Equipment, furniture, and fixtures	73,821	-	-	-	73,821
Toll facility franchise	510,865,426	3,086,268	-	-	513,951,694
Total capital assets being depreciated and amortized	547,554,279	3,086,268	-	-	550,640,547
Less accumulated depreciation and amortization for:					
Toll infrastructure	(30,013,994)	-	(1,865,170)	-	(31,879,164)
Transponders	(453,818)	-	-	-	(453,818)
Buildings	(922,591)	-	(136,754)	-	(1,059,346)
Equipment, furniture, and fixtures	(69,447)	-	(4,375)	-	(73,821)
Toll facility franchise	(38,994,599)	-	(10,249,814)	-	(49,244,413)
Total accumulated depreciation	(70,454,449)	-	(12,256,113)	-	(82,710,562)
Capital assets being depreciated and amortized, net	477,099,830	3,086,268	(12,256,113)	-	467,929,983
Right to use leased assets:					
Buildings	379,834	-	-	-	379,834
Accumulated amortization	(147,032)	-	(49,011)	-	(196,044)
Total right to use lease assets	232,802	-	(49,011)	-	183,790
Total capital assets being depreciated and amortized, net	$500,001,810	$ 3,086,268	$ (7,322,356)	$ (2,980,814)	$492,784,906

On May 14, 2012, the Commission entered into a toll facilities agreement with Caltrans providing the Commission with authorization to toll the SR-91 from Orange/Riverside County line to I-15 for 50 years commencing as of the first day on which the RCTC 91 Express Lanes open for public use and toll operations. The agreement also set forth the Commission's rights to Caltrans' right of way and Caltrans' oversight role in the operations and maintenance of the RCTC 91 Express Lanes.

The Fund has recorded one right to use leased asset which is a leased building. The related lease liability is discussed in the long-term obligations section. The right to use lease assets are amortized on a straight-line basis over the terms of the related lease.

Note 5. Interfund Transactions

Due from/to other Commission funds: The composition of balances related to due from other funds and due to other funds of the Commission at June 30, 2025, is as follows:

Payable Fund	Receivable Fund	Amount	Explanation
Commission's General fund	RCTC 91 Express Lanes Enterprise fund	$ 290,900	Administrative cost allocation
Measure A Western County Special Revenue fund	RCTC 91 Express Lanes Enterprise fund	184,800	91 Corridor Operations project costs allocations for liquidated damages
RCTC 91 Express Lanes Enterprise fund	RCTC 91 Express Lanes Enterprise fund	358,402	91 Corridor Operations project costs allocations for liquidated damages
Commission's Special Revenue fund	RCTC 91 Express Lanes Enterprise fund	31,412	Toll express lanes surplus project costs
RCTC 91 Express Lanes Enterprise fund	Commission's General fund	(500,900)	Administrative cost allocation
RCTC 91 Express Lanes Enterprise fund	Commission's General fund	(125,655)	Fringe benefits allocation
RCTC 91 Express Lanes Enterprise fund	Commission's Special Revenue fund	(3,157,042)	Toll express lanes surplus project costs
RCTC 91 Express Lanes Enterprise fund	RCTC 91 Express Lanes Enterprise fund	(358,402)	91 Corridor Operations project costs allocations for liquidated damages
Total due from (to) other Commission funds, net		$ (3,276,485)	

Transfers to/from other Commission funds: During 2025, transfers to/from other Commission funds were as follows:

Transfer Out	Transfer In	Amount	Explanation
Commission's Special Revenue fund	RCTC 91 Express Lanes Enterprise fund	$ 3,086,268	Transfer of capital assets
Commission's Special Revenue fund	RCTC 91 Express Lanes Enterprise fund	31,412	Transfer of Commission funds to fund 50% of the 91 Improvements East of I15 project
Commission's Special Revenue fund	RCTC 91 Express Lanes Enterprise fund	5,000,000	Reimbursement of surplus funds for the 15/91 Express Lane project
RCTC 91 Express Lanes Enterprise fund	Commission's Special Revenue fund	(3,157,041)	Transfer of surplus funds to fund the 15/91 Express Lane project
Total transfers out to other Commission funds		$ 4,960,639	

Note 6. Long-Term Obligations

The following is a summary of changes in long-term obligations for the year ended June 30, 2025:

	Balance June 30, 2024	Additions / Accretion	Reductions	Balance June 30, 2025	Due Within One Year
Toll revenue bonds:					
2013 Bonds	$ 72,701,311	$ 5,025,689	$ (4,580,000)	$ 73,147,000	$ 4,875,000
2021 Bonds	615,059,000	-	-	615,059,000	-
Toll revenue premium	49,293,762	-	(2,537,375)	46,756,387	2,537,375
Total bonds payable, net	737,054,073	5,025,689	(7,117,375)	734,962,387	7,412,375
Lease liability	245,228	-	(47,975)	197,253	50,038
Compensated absences liability	195,547	62,316	(31,754)	226,109	82,768
Total long-term obligations	$ 737,494,848	$ 5,088,005	$ (7,197,104)	$ 735,385,749	$ 7,545,181

In July 2010, the Commission authorized the issuance and sale of not to exceed $900 million of toll revenue bonds related to the 91 Project. In March 2020, the Commission authorized the issuance and sale of not to exceed $725 million of toll revenue refunding bonds related to the RCTC 91 Express Lanes. In October 2021, the Commission authorized the issuance of toll revenue refunding bonds (2021 Toll Refunding Bonds) consisting of $88,735,000 senior lien federally taxable bonds, $450,629,000 senior lien tax-exempt bonds, and $75,695,000 second lien tax-exempt bonds. The proceeds of the 2021 Toll Refunding Bonds were used to refund a portion of the RCTC 91 Express Lanes 2013 Toll Revenue capital interest bonds (CIBs), pay the purchase price of the 2013 Toll Revenue CIBs accepted for tender for cash, refund and prepay the TIFIA loan, fund capitalized interest, make deposits to required reserves, and pay costs of issuance. Certain senior lien tax-exempt bonds issued were exchanged for certain 2013 Toll Revenue CIBs accepted for exchange. Additionally, the Commission deposited available funds with an escrow agent to defease approximately $28,919,000 in accreted value of the 2013 Toll Revenue capital appreciation bonds (CABs) maturing in the years 2022 through 2025 and 2027 through 2029. The amount outstanding on the 2013 Toll Revenue CABs at June 30, 2025, was $10,921,649. Cost of issuance of $3.8 million was expended in connection with the issuance of the 2021 Toll Refunding Bonds. Loss on refunding of $6.7 million was recognized in connection with the issuance of the 2021 Toll Refunding Bonds. A portion of the proceeds from the sale of the 2021 Toll Refunding Bonds and the available funds deposited with an escrow agent in separate irrevocable trusts will be used to service the future debt requirements of the refunded 2013 Toll Revenue CIBs and 2013 Toll Revenue CABs.

Note 6. Long-Term Obligations, Continued

2013 Toll Revenue Bonds, Series B (Capital Appreciation Obligation):	Outstanding
In July 2013, the Commission issued $52,829,602 principal amount of serial CABs to fund a portion of the 91 Project, pay capitalized interest during construction, fund a debt service reserve fund, fund an initial amount for an operations and maintenance fund, and pay costs of issuance. In October 2021, the Commission refunded a portion of the 2013 Series B Senior Bonds. The CABs will not pay current interest as interest will be compounded commencing December 2021 semiannually and paid at maturity. Therefore, the CABs will increase in value, or accrete, by the accumulation of such compounded interest from its initial principal amount to the maturity value in installments ranging from $4,580,000 to $34,220,000 on various dates from June 1, 2025, through June 1, 2043. Interest rates and yield to maturity range from 3.00% to 4.00%. During 2025, the accretion amount was $5,025,689; the aggregate accretion through June 30, 2025, is $16,743,800. On June 1, 2025, a principal payment was made in the amount of $4,580,000.	$ 73,147,000

In accordance with the bond maturity schedule, the approximate annual debt service requirements to maturity for the 2013 Toll Revenue Bonds CABs payable throughout the term of the bonds are as follows:

Year Ending June 30	Principal	Accreted Interest	Total
2026	$ 3,681,000	$ 5,095,100	$ 8,776,100
2027	3,312,500	5,145,400	8,457,900
2028	4,179,600	5,203,100	9,382,700
2029	4,944,800	5,146,200	10,091,000
2030	1,942,900	4,960,800	6,903,700
2031-2035	18,144,100	22,436,400	40,580,500
2036-2040	-	23,052,400	23,052,400
2041-2043	21,081,600	12,338,600	33,420,200
	$ 57,286,500	$ 83,378,000	$ 140,664,500

2021 Toll Revenue Refunding Bonds, Series A:	Outstanding
In October 2021, the Commission issued $88,735,000 principal amount to (i) refund a portion of the Commission's outstanding Toll Revenue Senior Lien Bonds, 2013 Series A (current interest obligations), (ii) fund capitalized interest with respect to the 2021 Series A Senior Bonds, (iii) make a deposit to the 2013 Bonds Reserve Account (which secured the 2021 Series A Senior Bonds and the 2013 Series B Senior Bonds), and (iv) pay certain costs of issuance of the 2021 Series A Senior Bonds. The outstanding 2021 Toll Revenue Refunding Bonds, Series A mature in annual installments ranging from $2,305,000 to $27,750,000 on various dates from June 1, 2030 to June 1, 2041 at interest rates from 2.477% to 3.335%.	$ 88,735,000

Note 6. Long-Term Obligations, Continued

Year Ending June 30	Principal	Interest	Total
2026	$ -	$ 2,725,300	$ 2,725,300
2027	-	2,725,300	2,725,300
2028	-	2,725,300	2,725,300
2029	-	2,725,300	2,725,300
2030	4,335,000	2,725,300	7,060,300
2031-2035	42,045,000	12,087,400	54,132,400
2036-2040	27,750,000	3,303,100	31,053,100
2041	14,605,000	487,300	15,092,300
	$ 88,735,000	$ 29,504,300	$118,239,300

2021 Toll Revenue Refunding Bonds, Series B-1:

In October 2021, the Commission issued $437,895,000 principal amount at a premium of $46,512,600 to (i) refund and prepay a portion of the Commission's outstanding Toll Revenue Subordinate Bonds, 2013 TIFIA Series by prepaying a corresponding portion of its obligations under the related TIFIA Loan Agreement, (ii) pay the purchase price of 2013 Series A Senior Bonds accepted for tender for cash, (iii) make a deposit to the 2021 Series B Senior Bonds Reserve Account, and (iv) pay certain costs of issuance of the 2021 Series B Senior Bonds. The outstanding 2021 Toll Revenue Refunding Bonds, Series B-1 mature in annual installments ranging from $5,010,000 to $65,105,000 on various dates from June 1, 2037 to June 1, 2049 at interest rates from 3.000 to 4.000%.

Outstanding
$ 437,895,000

Year Ending June 30	Principal	Interest	Total
2026	$ -	$ 16,065,800	$ 16,065,800
2027	-	16,065,800	16,065,800
2028	-	16,065,900	16,065,900
2029	-	16,065,900	16,065,900
2030	-	16,065,900	16,065,900
2031-2035	-	80,329,200	80,329,200
2036-2040	151,110,000	72,143,400	223,253,400
2041-2045	136,780,000	42,290,300	179,070,300
2046-2049	150,005,000	13,008,150	163,013,150
	$437,895,000	$288,100,350	$725,995,350

Note 6. Long-Term Obligations, Continued

2021 Toll Revenue Refunding Bonds, Series B-2: **Outstanding**

In October 2021, the Commission issued $12,734,000 principal amount together with the 2021 Series B-1 Senior Bonds, the 2021 Series B Senior Bonds exchanged for the 2013 Series A Senior Bonds accepted a tender for exchange. The outstanding 2021 Toll Revenue Refunding Bonds, Series B-2 mature in annual installments ranging from $1,894,000 to $5,420,000 on various dates from June 1, 2044 to June 1, 2048 at an interest rate of 3.000%. $ 12,734,000

Year Ending June 30	Principal	Interest	Total
2026	$ -	$ 382,000	$ 382,000
2027	-	382,000	382,000
2028	-	382,000	382,000
2029	-	382,000	382,000
2030	-	382,000	382,000
2031-2035	-	1,910,100	1,910,100
2036-2040	-	1,910,100	1,910,100
2041-2045	1,894,000	1,853,280	3,747,280
2046-2048	10,840,000	813,100	11,653,100
	$ 12,734,000	$ 8,396,580	$ 21,130,580

2021 Toll Revenue Refunding Bonds, Series C: **Outstanding**

In October 2021, the Commission issued $75,695,000 principal amount at a premium of $9,455,800, to (i) refund and prepay the remaining portion of the Commission's outstanding TIFIA Obligations and (ii) pay certain costs of issuance of the 2021 Series C Second Lien Bonds. The outstanding 2021 Toll Revenue Refunding Bonds, Series C mature in annual installments ranging from $17,585,000, to $58,110,000 on various dates from June 1, 2046 to June 1, 2047 at an interest rate of 4.000%. $ 75,695,000

Year Ending June 30	Principal	Interest	Total
2026	$ -	$ 3,027,800	$ 3,027,800
2027	-	3,027,800	3,027,800
2028	-	3,027,800	3,027,800
2029	-	3,027,800	3,027,800
2030	-	3,027,800	3,027,800
2031-2035	-	15,139,000	15,139,000
2036-2040	-	15,139,000	15,139,000
2041-2045	-	15,139,000	15,139,000
2046-2047	75,695,000	3,731,200	79,426,200
	$ 75,695,000	$ 64,287,200	$139,982,200

Note 6. Long-Term Obligations, Continued

Lease Liability: The Fund has entered into agreements to lease certain assets. The lease agreements qualify as other than short-term leases under GASB Statement No. 87 Leases, and therefore, have been recorded at the present value of the future minimum lease payments at the date of its inception.

On November 11, 2019, the Fund entered into a 120-month lease as a lessee for the use of 301 Corporate Terrace Circle, Corona Ca with the RCTC 15 Express Lanes Enterprise Fund. An initial lease liability was recorded in the amount of $379,834. As of June 30, 2025, the value of the lease liability is $197,253. The Fund is required to make quarterly fixed payments of $13,224. The lease has an interest rate of 1.7670%. The value of the right to use asset as of June 30, 2025, was $379,834 with accumulated amortization of $196,043. The following table presents the principal and interest payments to maturity:

Year Ending June 30	Principal	Interest	Total
2026	$ 50,038	$ 3,157	$ 53,196
2027	51,988	2,259	54,247
2028	53,669	1,330	54,999
2029	41,558	368	41,925
Total	$ 197,253	$ 7,114	$ 204,367

Note 7. Commitments and Contingencies

Cooperative agreements: The RCTC SR-91 Express lanes are jointly operated with the existing OCTA 91 Express Lanes and collectively referred to as the 91 Express Lanes.

Under the Orange-Riverside Cooperative Agreement, which was entered into in December 2011, the Commission and OCTA agreed on the use of the same initial toll operator, cost and revenue sharing, business rules, interoperability of technology, and marketing activities as well as OCTA review of design plans and construction activities for the 91 Project.

In May 2013 the Commission entered into a three-party agreement with OCTA and the third-party toll operator, for the operations of the 91 Express Lanes. This will ensure streamlined and consistent inter-county travel for motorists on the OCTA 91 Express Lanes in Orange County and RCTC 91 Express Lanes in Riverside County. The third-party operator provides operating services to the Commission in the annual amount of $6,087,538 plus inflation for five initial years with two extension options, subject to Board of Commissioners approval. The third-party operator is responsible for the day-to-day operations of the toll facility; another contractor is responsible for maintaining the roadside toll collection system under a separate agreement with the Commission. The agreement with the third-party operator expired March 6, 2022.

In November 2019, the Commission awarded an agreement to the third-party operator to develop and install a new back-office system and to provide express lane operator services, including the back office and customer services center. The agreement is a three-party contract including OCTA. The contract has a five-year term beginning upon completion and implementation of the new back-office system, plus two 3-year options, to operate both the OCTA and RCTC 91 Express Lanes. The operating term began on March 7, 2022, with the conversion to the new back-office system.

Note 7. Commitments and Contingencies, Continued

Purchase commitments: The Fund has entered into other agreements in the ordinary course of business with companies and other governmental agencies related to operations and maintenance. These agreements, which are significant, are funded with available and future revenues.

Note 8. Pensions and Other Post-Employment Benefits Other Than Pensions

The Fund participates in the Commission's cost-sharing multiple employers defined benefit pension plan administered by the California Public Employees' Retirement System and the Commission's OPEB. Employees of the Fund are employees of the Commission as a whole. The required note disclosures regarding pension plans and OPEB are included in the Commission's financial statements. Please see those financial statements for information about the pension plans and OPEB as a whole.

The net pension liability of $266,887 and net OPEB assets of $86,964, reported by the Fund, represent the Fund's proportional share of the Commission's net pension liabilities of $3,204,274 and net OPEB asset of $1,044,100. The Fund's net pension assets and net OPEB asset each represent approximately 8% of the Commission's net pension liability and net OPEB asset, respectively. For the year ended June 30, 2025, the Fund's contributions(credits) recognized as part of pension and OPEB expenses were $102,491 and ($62,236), respectively.

Note 9. Pronouncements Issued, Not Yet Effective

The GASB pronouncements issued prior to June 30, 2025, that have an effective date that may impact future financial presentations include:

- GASB Statement No. 103, *Financial Reporting Model Improvements*. The requirements of this Statement are effective for fiscal years beginning after June 15, 2025, and all reporting periods thereafter.
- GASB Statement No. 104, *Disclosure of Certain Capital Assets*. The requirements of this Statement are effective for fiscal years beginning after June 15, 2025, and all reporting periods thereafter.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Riverside County Transportation Commission

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RIVERSIDE COUNTY TRANSPORTATION COMMISSION

RCTC

Riverside Express

FISCAL YEAR ENDED JUNE 30, 2025

15 EXPRESS LANES FUND FINANCIAL STATEMENTS

(Enterprise Fund of the Riverside County Transportation Commission)

Riverside County Transportation Commission

Riverside County, California

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TRANSPORTATION
COMMISSION

15 Express Lanes Fund
(Enterprise Fund of the Riverside County Transportation Commission)
Financial Statements
For the Year Ended June 30, 2025

CONTENTS

Independent Auditor's Report 1

Management's Discussion and Analysis 5

Financial Statements

- Statement of Net Position 13
- Statement of Revenues, Expenses and Changes in Fund Net Position 14
- Statement of Cash Flows 15
- Notes to Financial Statements 17

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Independent Auditor's Report

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COUNTY
TRANSPORTATION
COMMISSION

Independent Auditor's Report

Board of Commissioners
Riverside County Transportation Commission
Riverside, California

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of the 15 Express Lanes Fund (Fund), an enterprise fund of the Riverside County Transportation Commission (Commission), as of and for the year ended June 30, 2025, and the related notes to the financial statements, as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of the 15 Express Lanes Fund of the Commission, as of June 30, 2025, and the changes in financial position, and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Commission, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the 15 Express Lanes Fund, and do not purport to, and do not, present fairly the financial position of the Commission, as of June 30, 2025, the changes in its financial position, or, where applicable, its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Commission's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with

management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Rancho Cucamonga, California
October 31, 2025

RCTC
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Management's Discussion & Analysis

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15 Express Lanes Fund
Management's Discussion and Analysis
For the Year Ended June 30, 2025

As management of the 15 Express Lanes Fund (the Fund), an enterprise fund of the Riverside County Transportation Commission, we offer readers of the Fund financial statements this narrative overview and analysis of the Fund's financial activities for the fiscal year ended June 30, 2025. We encourage readers to consider information on financial performance presented in conjunction with the financial statements that begin on page 11.

Financial Highlights

- At the end of fiscal year (FY) 2024/25, the total net position of the Fund was $357,658,058, consisting of net investment in capital assets of $332,279,000, restricted net position of $46,752 and unrestricted net position of $25,332,306. The net position increased $74,740,159 due to strong operating financial performance, lower than anticipated operating expenditures and prepayment of the Transportation Innovation Finance and Infrastructure Act (TIFIA) Loan.

- Net position of $357,658,058 during FY 2024/25 reflects the position after the fourth full year of toll operations. The 15-mile stretch that includes two express lanes in each direction of the center median along the Interstate (I) 15 corridor between Cajalco Road in Corona and State Route (SR) 60 in Jurupa Valley achieved final acceptance in FY 2022/23.

- In FY 2024/25, total operating revenues of $54,334,277 increased 23% from the prior fiscal year and include toll, violation penalty, and account fees. Total operating expenses of $24,836,858 increased 5% when compared to the prior fiscal year and include but not limited to: roadway and toll systems maintenance, customer service, back-office operations, other support costs, and depreciation and amortization.

Overview of the Financial Statements

This discussion and analysis are intended to serve as an introduction to the Fund's financial statements. The financial statements are comprised of the Fund financial statements and notes to the financial statements.

The statement of net position presents information on all the Fund's assets, liabilities, and deferred outflows/inflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Fund is improving or deteriorating.

The statement of revenues, expenses and changes in fund net position presents information showing how the Fund's net position changed during the fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported for some items that will only result in cash flows in future fiscal periods.

The statement of cash flows presents information on the cash flows related to operating, noncapital financing, capital and related financing, and investing activities.

The Fund financial statements can be found on pages 11-16 of this report.

Notes to the financial statements provide additional information that is essential to a full understanding of the data provided in the financial statements. The notes to the financial statements can be found on pages 11-25 of this report.

15 Express Lanes Financial Analysis

As noted previously, net position may serve over time as a useful indicator of the Fund's financial position. At June 30, 2025, the Fund's net position was $357,658,058. The analysis below focuses on net position and changes in net position of the Fund's financial activities.

15 Express Lanes Fund
Net Position

	2025	2024
Current and other assets	$ 78,749,932	$ 10,240,430
Restricted assets	-	113,647,084
Capital assets, net	332,279,000	344,802,218
Total assets	411,028,932	468,689,732
Deferred outflows of resources	313,992	355,834
Total assets and deferred outflows of resources	411,342,924	469,045,566
Current liabilities	2,951,582	4,589,003
Long-term liabilities	50,304,387	181,004,578
Total liabilities	53,255,969	185,593,581
Deferred inflows of resources	428,897	534,086
Total liabilities and deferred inflows of resources	53,684,866	186,127,667
Net position		
Net investment in capital assets	332,279,000	192,587,959
Restricted	46,752	90,329,940
Unrestricted	25,332,306	-
Total net position	$ 357,658,058	$ 282,917,899

FY 2024/25 represents the fourth full year of toll operations for the Fund. Total assets and deferred outflows of resources decreased $57,702,642 or 12%. Total liabilities and deferred inflows of resources decreased $132,442,801, or 71%. Both changes were primarily due to the prepayment of the TIFIA Loan which had an outstanding principal balance of $171,814,288 at the close of the prior fiscal year. Restricted Assets also are down when compared to the prior year also due to the repayment of the TIFIA loan while current and other assets increased. In connection with the transaction to pay off the TIFIA loan, a combination of restricted assets were utilized to pay down the existing debt obligations offset by the establishment of an Inter-Fund loan (long-term liabilities) Furthermore, also as a result of paying off the TIFIA loan, existing cash is no longer considered restricted and is classified as current and other assets.

The Fund's net investment in capital assets was $332,279,000 in FY 2024/25. The Fund's net position reflects its investment in capital assets (i.e., land and land improvements; buildings; toll infrastructure; equipment, furniture and fixtures; and toll facility franchise), less any related outstanding debt used to acquire these assets. The Fund uses these capital assets, which include intangible assets, to provide improved mobility for the Fund customers and commuters along the I-15 corridor.

Restricted net position, representing resources subject to external restrictions on how they may be used, and unrestricted net position, representing resources which may be used for any lawful purpose of the enterprise, was $25,379,058 and represents 7% of the total net position at June 30, 2025. Net investment in capital assets increased when compared to the prior year due to the pay off of the TIFIA loan reflecting the facilities value in the asset.

The analysis below focuses on the changes in net position.

15 Express Lanes Fund
Changes in Net Position

	2025	2024
Operating revenues		
Toll, penalties, and fees	$ 54,334,277	$ 43,996,293
Total operating revenues	54,334,277	43,996,293
Operating expenses		
Management and operational services	9,895,600	9,384,855
Administrative overhead	505,500	354,500
Other operating expenses	277,133	268,697
Professional services	841,438	481,843
General and administrative	776,188	670,394
Depreciation and amortization	12,540,999	12,517,271
Total operating expenses	24,836,858	23,677,560
Operating income	29,497,419	20,318,733
Nonoperating revenues (expenses)		
Investment income	4,077,596	4,739,233
Interest expense	(2,874,971)	(5,210,429)
Total nonoperating revenues (expenses)	1,202,625	(471,196)
Income before contributions and transfers	30,700,044	19,847,537
Contributions from Commission governmental funds	-	389,255
Transfers from Commission governmental funds	44,040,115	204
Total contributions and transfers	44,040,115	389,459
Change in net position	74,740,159	20,236,996
Total net position at beginning of year, as previously reported	282,917,899	262,717,804
Change in accounting principle	-	(36,901)
Net position at beginning of year, as restated	282,917,899	262,680,903
Total net position at end of year	$ 357,658,058	$ 282,917,899

The Fund's operating revenues increased $10,337,984 or 23%, due to higher toll and violation, resulting from increased traffic volumes. Total operating expenses increased $1,159,298, or 5% primarily due to program operations and professional services related to pavement analysis. Nonoperating incomes and expenses, net increase of $1,673,821, or 355%, is due to investment income, offset by reduced interest expenses related to the prepayment of the TIFIA Loan. Contributions and transfers from the Commission increased by $43,650,656, or 11,208%, due to contributions and transfers in from Commission funds related to the prepayment of the TIFIA Loan. Total traffic volume on the 15 Express Lanes Fund during FY 2024/25 was approximately 34,513,104 transactions compared to 29,718,912 in FY2023/24.

Capital Assets

As of June 30, 2025, the Fund had $332,279,000, net of accumulated depreciation and amortization, invested in a broad range of capital assets including: land and land improvements; construction easements, construction in progress; buildings; toll infrastructure comprised of communication equipment; computer hardware and software; equipment, furniture, and fixtures; and toll facility franchise.

15 Express Lanes Fund
Capital Assets, Net of Depreciation

	2025	2024
Land and land improvements	$ 558,405	$ 558,405
Construction easements	53,350	53,350
Construction in progress	17,781	-
Toll infrastructure	3,531,989	8,241,309
Toll facility franchise	324,767,117	331,865,851
Buildings	3,345,221	4,066,943
Equipment, furniture, and fixtures	5,137	16,360
Total capital assets, net	$ 332,279,000	$ 344,802,218

More detailed information about the Fund's capital assets is presented in note 5 to the financial statements.

Debt Administration

As of June 30, 2025, the Fund had $50,090,748 outstanding from an advance from other Commission Measure A revenues. The decrease in outstanding debt when compared to prior year is due to prepayment of the TIFIA Loan and forgiveness of the $9,000,000 advance from Commission Measure A revenues.

15 Express Lanes Fund
Outstanding Debt

	2025	2024
TIFIA loan	$ -	$ 171,814,288
Advance from Commission fund	50,090,748	9,000,000
Total outstanding debt	$ 50,090,748	$ 180,814,288

Additional information on advances can be found in note 6 and long-term debt can be found in note 7 to the financial statements.

Economic and Other Factors

The Fund makes up $67,357,400 or 7% of Commission's FY 2025/26 revenue budget. In FY 2025/26, toll and non-toll revenues are forecasted to increase 37% over the FY 2024/25 budget. This increase is due to higher than anticipated revenues received during FY 2024/25 largely as a result of tolls collected within the southern terminus of the Enterprise. Specifically, the FY 2025/26 revenue budget is in alignment with current performance for the facility. The average projected long-term rate of growth for toll road revenues beyond FY 2025/26 is 2.01%.

The majority of expenses related to the Fund within FY 2025/26 budget are on-going general costs related to day-to-day operations of the toll facility. As a fully electronic toll facility, motorists pay tolls through the convenient use of FasTrak® transponders that automatically deduct toll charges from a prepaid account.

I-15 Corridor Freight and Express Lanes Project: The Commission and San Bernardino County Transportation Agency (SBCTA) entered into a Cooperative Agreement (Agreement) on May 24, 2023, formalizing the coordination of the toll facilities between Riverside and San Bernadino counties; collectively referred to as the I-15 Corridor Freight and Express Lanes project or I-15 Next. Specifically, the Agreement requires the Commission to assign approximately 2.2 miles of its existing RCTC 15 Toll Lanes to SBCTA in exchange for annual toll revenue payments payable by SBCTA.

The assignment is made by the Commission to SBCTA in preparation for planning and constructing a toll facility within the median of I-15. Construction by SBCTA started in January 2025 with project completion estimated to occur in calendar year 2028.

As of June 30, 2025, no impacts have been incurred by the existing RCTC 15 Express Lanes as a result of entering into this Agreement. However, SBCTA will reimburse RCTC 15 Express Lanes for any impacts during construction phase of the project. Furthermore, assignment of the RCTC 15 Express Lanes will not occur until sixty (60) days prior to project completion estimated to occur during calendar year 2028.

Contacting 15 Express Lane's Management

This financial report is designed to provide a general overview of the Fund's finances for all those with an interest in the government's finances and to demonstrate the Fund's accountability for the money it receives. Questions concerning any of the information provide in this report or requests for additional information should be addressed to the Chief Financial Officer, Finance Department at the Riverside County Transportation Commission, 4080 Lemon Street, 3rd Floor, P.O. Box 12008, Riverside, CA 92502-2208.

RCTC
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COMMISSION

Financial Statements

RCTC
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COMMISSION

15 Express Lanes Fund
(Enterprise Fund of the Riverside County Transportation Commission)
Statement of Net Position
June 30, 2025

Assets		
Current assets:		
Cash and investments	$	72,879,517
Receivables		
Accounts		4,633,158
Interest		653,084
Lease		100,077
Prepaid expenses		142,914
Total current assets		78,408,750
Noncurrent assets:		
Lease receivable		294,430
Other post-employment benefits assets		46,752
Capital assets, net		
Nondepreciable		629,536
Depreciable and amortizable		331,649,464
Total noncurrent assets		332,620,182
Total assets		411,028,932
Deferred outflows of resources		
Pension benefits		203,917
Other post-employment benefits		110,075
Total deferred outflows of resources		313,992
Total assets and deferred outflows of resources		411,342,924
Liabilities		
Current liabilities:		
Accounts payable		2,243,928
Due to other Commission funds		140,752
Other liabilities		526,389
Compensated absences liability		40,513
Total current liabilities		2,951,582
Noncurrent liabilities:		
Net pension liability		143,478
Compensated absences liability		70,161
Advance from other Commission funds		50,090,748
Total noncurrent liabilities		50,304,387
Total liabilities		53,255,969
Deferred inflows of resources		
Pension benefits		48,021
Other post-employment benefits		13,295
Lease revenues		367,581
Total deferred inflows of resources		428,897
Total liabilities and deferred inflows of resources		53,684,866
Net position		
Net investment in capital assets		332,279,000
Restricted for other post-employment benefits		46,752
Unrestricted for express lanes		25,332,306
Total net position	$	357,658,058

See notes to financial statements

15 Express Lanes Fund
(Enterprise Fund of the Riverside County Transportation Commission)
Statement of Revenues, Expenses and Change in Fund Net Position
For the Year Ended June 30, 2025

Operating revenues		
Tolls, penalties, and fees	$	54,334,277
Operating expenses		
Management and operational services		9,895,600
Administrative overhead		505,500
Other operating expenses		277,133
Professional services		841,438
General and administrative expenses		776,188
Depreciation and amortization		12,540,999
Total operating expenses		24,836,858
Operating income		29,497,419
Nonoperating revenues (expenses)		
Investment income (loss)		4,077,596
Interest expense		(2,874,971)
Total nonoperating revenues (expenses)		1,202,625
Income before contributions and transfers		30,700,044
Contributions and transfers		
Transfers from Commission governmental activities		44,040,115
Total contributions and transfers		44,040,115
Change in net position		74,740,159
Net position at beginning of year		282,917,899
Net position at end of year	$	357,658,058

See notes to financial statements

15 Express Lanes Fund
(Enterprise Fund of the Riverside County Transportation Commission)
Statement of Cash Flows
For the Year Ended June 30, 2025

Cash flows from operating activities		
Receipts from customers and users	$	55,095,364
Payments to vendors		(10,385,926)
Payments to employees		(762,720)
Payments for RCTC interfund services used		(640,128)
Reimbursements received for lease costs		95,950
Net cash provided by operating activities		43,402,540
Cash flows from noncapital financing activities		
Transfers from Commission governmental activities		44,040,115
Advance from other Commission fund		39,700,000
Net cash provided by noncapital financing activities		83,740,115
Cash flows from capital and related financing activities		
Principal payment on long-term debt		(171,814,288)
Interest paid on long-term debt		(3,608,130)
Payment for acquisition of capital assets		(17,781)
Net cash used for capital and related financing activities		(175,440,199)
Cash flows from investing activities		
Interest received		3,505,247
Net cash provided by investing activities		3,505,247
Net decrease in cash and cash equivalents		(44,792,297)
Cash and investments at beginning of year		117,671,814
Cash and investments at end of year	$	72,879,517

See notes to financial statements

15 Express Lanes Fund
(Enterprise Fund of the Riverside County Transportation Commission)
Statement of Cash Flows, Continued
For the Year Ended June 30, 2025

Reconciliation of operating income (loss) to net cash provided by (used for) operating activities	
Operating income	$ 29,497,419
Adjustments to reconcile operating income to net cash provided by (used for) operating activities	
Depreciation and amortization expense	12,540,999
Change in assets and liabilities	
(Increase) Decrease in accounts receivable, net	761,682
(Increase) Decrease in due from other funds	(178,722)
(Increase) Decrease in prepaid assets	98,360
(Increase) Decrease in lease receivable, net of deferred items	(2,071)
Increase (Decrease) in pension and post-employment benefit liabilities, net of deferred items	8,621
Increase (Decrease) in accounts payable	305,550
Increase (Decrease) in due to other funds	258,127
Increase (Decrease) in compensated absences	15,150
Increase (Decrease) in other liabilities	97,425
Total adjustments	13,905,121
Net cash provided by operating activities	$ 43,402,540

Noncash capital, financing and investing activities	
Net increase (decrease) in the fair value of investments	218,113

See notes to financial statements

Note 1. Reporting Entity

After more than a decade of work, which includes approximately three years of construction, the Riverside County Transportation Commission (Commission) achieved substantial completion on the I-15 Express Lanes Project on April 10, 2021. In achieving substantial completion, the 15 Express Lanes opened to traffic; tolling commenced on April 14, 2021. The 15-mile stretch includes two lanes in each direction of the center median along the Interstate (I) 15 corridor between Cajalco Road in Corona and State Route (SR) 60 in Jurupa Valley.

The 15 Express Lanes Fund (Fund) is reported as a major enterprise fund in the Commission's basic financial statements. The accompanying financial statements present the net position, changes in net position, and cash flows of the Fund only. They do not purport to, and do not, present the overall financial position of the Commission or its changes in net position as of June 30, 2025.

Note 2. Summary of Significant Accounting Policies

The accounting policies of the Fund are in conformity with generally accepted accounting principles applicable to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing accounting and financial reporting principles.

Basis of Accounting: The financial statements of the Fund are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues consisting substantially of tolls and fees, are recorded when earned, and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Toll revenue is recognized when the customers utilize the toll road facility and payment is collected.

Enterprise funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services in connection with an enterprise fund's principal and ongoing operations. The principal operating revenues of the Fund are charges to customers for use of the toll facility. Operating expenses for the Fund include the cost of services, administrative expenses, and depreciation and amortization on capital and intangible assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

Violations: Violations consist of uncollected violation tolls and penalties. Unpaid violations of $55,498,777 as of June 30, 2025, are not recognized as revenue until payment is received. If violations and penalties remain owed for more than 90 days, they are attached to the registration for the violation vehicle. Unpaid violations will remain recorded for a period of four years in accordance with the statute of limitations, at which time, they will be deemed uncollectible.

Cash and investments: The Commission maintains cash and investments in accordance with the Investment Policy adopted by the Board of Commissioners in December 2024. The Investment Policy complies with the California Government Code (Code). The Fund participates in the Riverside County Pooled Investment Fund (RCPIF). Cash from other Commission revenue sources is commingled for investment purposes in the RCPIF, with investment earnings allocated to the different accounts based on average daily account balances.

The Commission holds investments that are measured at fair value on a recurring basis. The RCPIF is carried at fair value based on the value of each participating dollar as provided by RCPIF.

Note 2. Summary of Significant Accounting Policies, Continued

Cash and cash equivalents: For the purpose of the statement of cash flows, the Commission considers all short-term investments with an initial maturity of three months or less to be cash equivalents. All deposits, commercial paper notes, money market funds, negotiable certificates of deposit, and the Fund's share of the RCPIF represent cash and cash equivalents for cash flow purposes.

Receivables: Accounts receivables include amounts due from other California toll road agencies related to their customers' use of the 15 Express Lanes.

Capital assets: Capital assets include land and land improvements; toll infrastructure; buildings; equipment, furniture and fixtures; and toll facility franchise. Capital assets are defined by the Fund as assets with an initial, individual cost of more than $100,000 and a useful life in excess of three years. Such assets are recorded at historical cost. The costs of normal maintenance and repairs that do not add value to the asset or materially extend asset lives are not capitalized.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

Asset Type	Useful Life
Buildings	10 years
Equipment, furniture and fixtures	3 to 5 years
Toll facility franchise	50 years
Toll infrastructure	5 to 10 years

The Commission entered into a toll facility agreement with California's Department of Transportation (Caltrans) and obtained authority to toll the I-15 corridor between Cajalco Road and SR-60 for 50 years commencing as of the first day on which the 15 Express Lanes open for public use and toll operations through April 2071. The 15 Express Lanes opened on April 10, 2021.

Deferred outflows of resources: In addition to assets, the statement of net position reports a separate section for deferred outflows of resources. This separate financial statement element represents a consumption of net assets that applies to a future period and so will not be recognized as an outflow of resources (expense) until then. As of June 30, 2025, the Fund has deferred outflows of resources related to pension and other post-employment benefits (OPEB).

Due to other Commission funds: During the course of operations, transactions occur between Commission governmental funds involving goods provided and services rendered.

Compensated absences: Sick, vacation, and administrative hours earned and accumulated that have not been taken at year-end is reported as a long-term liability, net of current portion, in the Fund.

Pensions: For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions and pension expense, information about the fiduciary net position of the Commission's California Public Employees' Retirement System (CalPERS) plans (Plans) and additions to/deduction from Plans' fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with benefit terms. Investments are reported at fair value.

Note 2. Summary of Significant Accounting Policies, Continued

Post-employment benefits other than pensions: For purposes of measuring the net OPEB asset, deferred outflows/inflows of resources related to the OPEB asset and OPEB expense, information about the fiduciary net position of the Commission's OPEB plan, and additions to/deductions from the OPEB fiduciary net position have been determined on the same basis as they are reported by California Employers' Retiree Benefit Trust administered by CalPERS. For this purpose, benefit payments are recognized when due and payable in accordance with benefit terms. Investments are reported at fair value, except for money markets and participating interest-earning investment contracts that have a maturity at the time of purchase of one year or less, which is reported at cost.

Deferred inflows of resources: In addition to liabilities, the statement of net position reports a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net assets that applies to a future period and will not be recognized as an inflow of resources, or revenue, until then. The Fund has deferred inflows of resources related to pension, OPEB, and leases.

Risk management: The Fund purchases commercial property insurance including business interruption, earthquake, and flood coverage related to the toll facility.

Net position: Net position represents the difference between assets plus deferred outflow of resources and liabilities plus deferred inflow of resources and is classified into three categories:

- *Net investment in capital assets* consists of capital and intangible assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowings used for the acquisition, construction, or improvement of those assets and excludes unspent debt proceeds.
- *Restricted net position* position represents restricted assets less liabilities related to those assets. Restricted assets are recorded when there are limitations imposed by creditors (such as through debt covenants).
- *Unrestricted net position* represents the portion of net position that is not restricted by external parties. This balance may be used for any lawful purpose of the Toll Enterprise.

Use of estimates: The preparation of the financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect certain reported amounts and disclosures during the reporting period. As such, actual results could differ from those estimates.

Note 3. Cash and Investments

Cash and investments are comprised of the following at June 30, 2025:

Cash in bank	$ 1,202,944
Investments	
With RCPIF	71,676,573
Total cash and investments	$ 72,879,517

Total cash and investments are reported in the financial statements as:

Unrestricted cash and investments	$ 72,879,517

Note 3. Cash and Investments, Continued

Fair Value Hierarchy: The Commission categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure fair value of the assets. Level 1 inputs are quoted prices in an active market for identical assets; Level 2 inputs are based on similar observable assets either directly or indirectly, which may include inputs in markets that are not considered to be active; and Level 3 inputs are significant unobservable inputs (the Commission does not value any of its investments using Level 3 inputs).

The following is a summary of the fair value hierarchy of the fair value of investments of the Fund as of June 30, 2025:

Investments by fair value level:	June 30, 2025
Investments not subject to fair value hierarchy:	
RCPIF	$ 71,676,573

As of June 30, 2025, the Fund has the following investments:

Investments	Fair Value	Principal	Interest Rate Range	Maturity Range	Weighted Average Maturity (Years)
RCPIF	$ 71,676,573	$ 71,500,325	0.497% – 6.197%	6/30/25 – 6/17/30	1.28

The weighted average maturity is calculated using the investment's effective duration weighted by the investment's fair value.

Deposits and withdrawals in the RCPIF are made on the basis of $1.00 (cost basis) and not fair value. Accordingly, the Fund's investment at June 30, 2025, is uncategorized, not defined as Level 1, Level 2, or Level 3 input.

Interest rate risk: While the Commission does not have a formal policy related to the interest rate risk of investments, the Commission's investment policy follows the Code as it relates to limits on investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

Custodial credit risk: Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The Commission's investment policy requires that a third-party bank trust department hold all securities owned by the Commission. All trades are settled on a delivery versus payment basis through the Commission's safekeeping agent. The Fund's cash deposits are included in the overall Commission's deposits. Bank balances over $5,000,000 are swept daily into a money market account. Of the bank balance, up to $250,000 is federally insured under the Federal Depository Insurance Corporation with balances in excess of $250,000 collateralized in accordance with the Code; however, the collateralized securities are not held in the name of the Commission.

Note 3. Cash and Investments, Continued

Credit risk: The Commission's investment policy sets minimum acceptable credit ratings for investments from any of the three nationally recognized statistical rating organizations. The following table is a summary of the credit quality distribution and concentration of credit risk by investment type as a percentage of each category's fair value at June 30, 2025; securities denoted as NR are not rated by one of the nationally recognized statistical rating organizations.

Investments	Moody's	S&P	% of Portfolio
RCPIF	Aa-bf	NR	100.00%

Concentration of credit risk: The Commission's investment policy places a limit of 10% on the amount of investment holdings with any one non-U.S. Government or non-federal agency issuer. As of June 30, 2025, the Commission did not have investments in any one issuer that represents more than 5% of the Commission's total investments.

Note 4. Lease Receivable

The 15 Express Lanes is the owner of a building within the City of Corona which is leased by both Orange County Transportation Authority (OCTA) and the Riverside Transportation Commission (RCTC) 91 Express Lanes. The Fund has the following lease receivables as of June 30, 2025:

On November 1, 2019, the Fund entered a 120-month lease for the use of 301 Corporate Terrace Circle, Corona, Ca with the Orange County Transportation Authority. An initial lease receivable was recorded in the amount of $379,833. As of June 30, 2025, the value of the lease receivable is $197,254. The lessee is required to make quarterly fixed payments of $13,224. The lease has an interest rate of 1.7670%. The value of the deferred inflow of resources as of June 30, 2025, was $183,790 and the Fund recognized lease revenue of $49,011.

On November 1, 2019, the Fund entered a 120-month lease for the use of 301 Corporate Terrace Circle, Corona, Ca with the RCTC 91 Express Lanes Enterprise Fund. An initial lease receivable was recorded in the amount of $379,833. As of June 30, 2025, the value of the lease receivable is $197,253. The lessee is required to make quarterly fixed payments of $13,224. The lease has an interest rate of 1.7670%. The value of the deferred inflow of resources as of June 30, 2025, was $183,791 and the Fund recognized lease revenue of $49,011.

In accordance with the standard, the principal and interest expected to maturity is as follows:

Year ending June 30	Principal	Interest	Total
2026	$ 100,077	$ 6,314	$ 106,391
2027	103,977	4,518	108,495
2028	107,337	2,661	109,998
2029	83,116	735	83,850
Total lease receivable	$ 394,507	$ 14,228	$ 408,734

Note 5. Capital AssetsNote 5. Capital Assets

Capital assets activity for the Fund for the year ended June 30, 2025, is as follows:

	Balance June 30, 2024	Capital Contributions	Additions	Deletions	Balance June 30, 2025
Capital assets not being depreciated:					
Land and land improvements	$ 558,405	$ -	$ -	$ -	$ 558,405
Construction easements	53,350	-	-	-	53,350
Construction in progress	-	-	17,781	-	17,781
Total capital assets not being depreciated	611,755	-	17,781	-	629,536
Capital assets being depreciated and amortized:					
Toll infrastructure	21,559,002	-	-	-	21,559,002
Buildings	6,451,978	-	-	-	6,451,978
Equipment, furniture, and fixtures	115,121	-	-	-	115,121
Toll facility franchise	354,745,758	-	-	-	354,745,758
Total capital assets being depreciated and amortized	382,871,859	-	-	-	382,871,859
Less accumulated depreciation and amortization for:					
Toll infrastructure	(13,317,693)	-	(4,709,320)	-	(18,027,013)
Buildings	(2,385,035)	-	(721,722)	-	(3,106,757)
Equipment, furniture, and fixtures	(98,761)	-	(11,223)	-	(109,984)
Toll facility franchise	(22,879,907)	-	(7,098,734)	-	(29,978,641)
Total accumulated depreciation	(38,681,396)	-	(12,540,999)	-	(51,222,395)
Total capital assets being depreciated and amortized, net	344,190,463	-	(12,540,999)	-	331,649,464
Capital assets, net	$ 344,802,218	$ -	$ (12,523,218)	$ -	$ 332,279,000

On September 29, 2016, the Commission entered into a toll facilities agreement with Caltrans providing the Commission with authorization to toll the I-15 from Cajalco Road to SR-60 for 50 years commencing as of the first day on which the 15 Express Lanes open for public use and toll operations. The agreement also set forth the Commission's rights to Caltrans' right of way and Caltrans' oversight role in the operations and maintenance of the 15 Express Lanes.

Note 6. Interfund Transactions

Due from/to other Commission funds: The composition of balances related to due from other funds and due to other funds of the Commission at June 30, 2025, is as follows:

Payable Fund	Receivable Fund	Amount	Explanation
15 Express Lanes Enterprise fund	Commission's General fund	$ (73,200)	Administrative cost allocation
15 Express Lanes Enterprise fund	Commission's General fund	(67,552)	Fringe benefits allocation
Total due from (to) other Commission funds, net		$ (140,752)	

Note 6. Interfund Transactions, Continued

Contributions and transfers to/from other Commission funds: During 2025, contributions and transfers to/from other Commission funds were as follows:

Transfer Out	Transfer In	Amount	Explanation
Commission's Special Revenue fund	15 Express Lanes Enterprise fund	$ 31,190,000	Transfer from Commission fund for TIFIA Loan prepayment
Measure A Western County Special Revenue fund	15 Express Lanes Enterprise fund	9,000,000	Forgiveness of TIFIA debt service reserve advance
Bonds Capital Projects fund	15 Express Lanes Enterprise fund	3,850,115	Transfer from debt service fund for TIFIA Loan prepayment
Total transfers in from (out to) other Commission funds		$44,040,115	

Advances from other funds: A Commission governmental fund advanced $9,000,000 to the 15 Express Lanes Fund to establish an $18,000,000 TIFIA debt service reserve for the I-15 Express Lanes project as required no later than June 30, 2024. On October 9, 2024, the Commission authorized the prepayment of the TIFIA Loan including forgiveness of the $9,000,000 advance and establishment of a new advance in the form of a Measure A Inter-Fund Loan (Inter-Fund Loan) to the I-15 Express Lanes totaling $50,090,748. Annual payments are required for the Inter-Fund Loan with the balance due in four fiscal years or by August 31, 2028. The Inter-Fund Loan is assessed interest annually, which is indexed to RCTC's portfolio rate of return at the Riverside County Treasurer-Tax Collector.

7. Long-Term Obligations

The following is a summary of changes in long-term obligations for the year ended June 30, 2025:

	Balance June 30, 2024	Additions / Accretion	Reductions	Balance June 30, 2025	Due Within One Year
TIFIA loan	$ 171,814,288	$ 1,919,813	$ (173,734,101)	$ -	$ -
Compensated absences liability	95,524	15,150	-	110,674	40,513
Total long-term obligations	$ 171,909,812	$ 1,934,963	$ (173,734,101)	$ 110,674	$ 40,513

In May 2017, the Commission authorized the issuance and sale of not to exceed $165 million of toll revenue bonds related to the 15 Express Lanes Project. The TIFIA loan was a senior toll revenue bond per the I-15 Express Lanes Project indenture. On October 9, 2024, the Commission authorized the prepayment of the TIFIA Loan in full totaling $173,734,101 which included compounded interest through October 23, 2024. The TIFIA Loan was paid with a combination of 15 Express Lanes toll revenues and established reserves, a contribution from Measure A, and establishment of a Inter-Fund Loan to the I-15 Express Lanes totaling $48,700,000.

Note 8. Commitments and Contingencies

Cooperative agreements: In January 2017 the Commission entered into a toll operator agreement, for the operations of the 15 Express Lanes. The toll operator is responsible for day-to-day operations of the toll collection system. The toll operator agreement expires in April 2031. In August 2024, the ten-year extension options were exercised, and the agreement will expire April 2041. The toll operator agreement provides operating services to the Commission in the annual amount of $7,755,600 for the first two years of operations. Thereafter, annual amounts are based on variable pricing.

I-15 Corridor Freight and Express Lanes Project: The Commission and San Bernardino County Transportation Agency (SBCTA) entered into a Cooperative Agreement (Agreement) on May 24, 2023, formalizing the coordination of the toll facilities between Riverside and San Bernadino counties; collectively referred to as the I-15 Corridor Freight and Express Lanes project or I-15 Next. Specifically, the Agreement requires the Commission to assign approximately 2.2 miles of its existing RCTC 15 Toll Lanes to SBCTA in exchange for annual toll revenue payments payable by SBCTA.

The assignment is made by the Commission to SBCTA in preparation for planning and constructing a toll facility within the median of I-15. Construction by SBCTA started in January 2025 with project completion estimated to occur in calendar year 2028

As of June 30, 2025, no impacts have been incurred by the existing RCTC 15 Express Lanes as a result of entering into this Agreement. However, SBCTA will reimburse RCTC 15 Express Lanes for any impacts during construction phase of the project. Furthermore, assignment of the RCTC 15 Express Lanes will not occur until sixty (60) days prior to project completion estimated to occur during calendar year 2028.

Purchase commitments: The Fund has entered into other agreements in the ordinary course of business with companies and other governmental agencies related to operations and maintenance. These agreements, which are significant, are funded with available and future revenues.

Note 9. Pensions and Other Post-Employment Benefits Other Than Pensions

The Fund participates in the Commission's cost-sharing multiple employers defined benefit pension plan administered by the California Public Employees' Retirement System and the Commission's OPEB. Employees of the Fund are employees of the Commission as a whole. The required note disclosures regarding pension plans and OPEB are included in the Commission's financial statements. Please see those financial statements for information about the pension plans and OPEB as a whole.

The net pension liability of $143,478 and net OPEB assets of $46,752, reported by the Fund, represent the Fund's proportional share of the Commission's net pension liabilities of $3,204,274 and net OPEB asset of $1,044,100. The Fund's net pension liabilities and OPEB assets each represent approximately 4% of the Commission's net pension liabilities and OPEB assets. For the year ended June 30, 2025, the Fund's contributions(credits) recognized as part of pension and OPEB expenses were $51,933 and ($43,312), respectively.

Note 10. Pronouncements Issued, Not Yet Effective

The GASB pronouncements issued prior to June 30, 2025, that have an effective date that may impact future financial presentations include:

- GASB Statement No. 103, *Financial Reporting Model Improvements*. The requirements of this Statement are effective for fiscal years beginning after June 15, 2025, and all reporting periods thereafter.
- GASB Statement No. 104, *Disclosure of Certain Capital Assets*. The requirements of this Statement are effective for fiscal years beginning after June 15, 2025, and all reporting periods thereafter.

RCTC
RIVERSIDE
COUNTY
TRANSPORTATION
COMMISSION

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Riverside County Transportation Commission

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Independent Auditor's Report on Compliance
With Aspects of Contractual Agreements

Board of Commissioners
Riverside County Transportation Commission
Riverside, California

We have audited, in accordance with auditing standards generally accepted in the United States of America, the financial statements of the Riverside County Transportation Commission (Commission) as of and for the year then ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the Commission's basic financial statements, and have issued our report thereon dated October 31, 2025.

In connection with our audit, nothing came to our attention that caused us to believe that the Commission failed to comply with the terms, covenants, provisions, or conditions of sections 6.2(g) and 6.2(l) contained in the Reimbursement Agreement, dated October 1, 2014, with State Street Bank and Trust Company, a wholly-owned subsidiary of State Street Corporation, related to the Commercial Paper Notes (Limited Tax Bonds) Series A, insofar as they relate to accounting matters. However, our audit was not directed primarily toward obtaining knowledge of such noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding the Commission's noncompliance with the above-referenced terms, covenants, provisions, or conditions of the Reimbursement Agreement, insofar as they relate to accounting matters.

This report is intended solely for the information and use of the Board of Commissioners and management of the Commission and the State Street Bank and Trust Company, and is not intended to be, and should not be used by anyone other than these specified parties.

Eide Bailly LLP

Rancho Cucamonga, California
October 31, 2025

Independent Accountant's Report
on the Article XII-B Appropriations Limit Calculation

Board of Commissioners
Riverside County Transportation Commission
Riverside, California

We have performed the procedures enumerated below, on the Appropriations Limit Calculation of the Riverside County Transportation Commission (Commission) prepared in accordance with Article XIII-B of the California Constitution for the fiscal year ended June 30, 2025. The Commission's management is responsible for the Appropriations Limit Calculation.

The Commission has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of evaluating the Appropriations Limit Calculation and we will report on findings based on the procedures performed. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and the associated findings are as follows:

1. We obtained the completed worksheets setting forth the calculations necessary to establish the Commission's 2024-25 appropriations limit and compared the limit and annual adjustment factors included in those worksheets to the limit and annual adjustment factors that were adopted by resolution of the Board of Commissioners. We also compared the population and inflation options included in the aforementioned worksheets to those that were selected by a recorded vote of the Board of Commissioners.

   Finding: No exceptions were found as a result of this procedure.

2. We added last year's limit to the annual adjustment amount and compared the resulting amount to the 2024-25 appropriations limit.

   Finding: No exceptions were found as a result of this procedure.

3. We compared the current year information to the worksheets described in Procedure 1 above and to information provided by the California State Department of Finance.

   Finding: No exceptions were found as a result of this procedure.

4. We agreed the prior year appropriations limit to the prior year appropriations limit adopted by the Board of Commissioners.

   Finding: No exceptions were found as a result of this procedure.

We were engaged by the Commission to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review, the objective of which would be the expression of an opinion or conclusion, respectively, on the Appropriations Limit Calculation. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the Commission and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

No procedures have been performed with respect to the determination of the appropriation limit for the base year, as defined by Article XIII-B of the California Constitution.

This report is intended solely for the information and use of the Board of Commissioners and management of the Commission and is not intended to be and should not be used by anyone other than these specified parties.

Eide Bailly LLP

Rancho Cucamonga, California
October 31, 2025

Measure A Commuter Assistance Program
Agreed-Upon Procedures
June 30, 2025

Riverside County Transportation Commission

Independent Accountant's Agreed-Upon Procedures Report 1
Schedule of Selected Purchases of Gift Cards by the Contractor 4
Schedule of Selected Employee Incentive Payments Made by the Contractor 5

Independent Accountant's Report

To the Board of Commissioners
Riverside County Transportation Commission
Riverside, California

We have performed the procedures enumerated below, on certain requirements of the Riverside County Transportation Commission's (Commission or RCTC) agreement with William Sale Partnership USA Inc. (WSP) to administer its Measure A Commuter Assistance Program (Program) for the year ended June 30, 2025. The Commission's management is responsible for the administration and operation of the Program.

As background information for this engagement to perform agreed-upon procedures, we were provided with: Resolution No. 22-002, Resolution of the Commission Amending Guidelines for the administration of the Measure A funded Commuter Incentive Programs, and Agreement No.15-41-038-00, Agreement for Commuter Assistance Program Graphic Design and Program Administration Services between WSP USA Inc. and the Commission, entered into as of June 1, 2015 for the period of June 1, 2015 to June 30, 2026, as amended per Amendments Nos. 1 to 7, and the Inland Empire (IE) Commuter Incentives Programs and Processes Standard Operating Procedures. In addition, we received an explanation of the WSP registration process with the employer and employee from staff at WSP.

The Commission has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of assessing WSP's compliance with the agreement and we will report on findings based on the procedures performed.

This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and the associated findings are as follows:

1. Obtain an understanding of the Administration of the Measure A Commuter Assistance Program by reading Resolution No. 22-002, Resolution of the Commission Amending Guidelines for the Administration of the Measure A Funded Commuter Incentive Program.

   Finding: No exceptions were found as a result of performing this procedure.

2. Obtain a listing of all disbursements to vendors and invoiced to the Commission for reimbursement by WSP for the purchase of gift cards for the year ending June 30, 2025, and haphazardly select a sample of 10 items for the year for the testing and report any findings (see Exhibit 1). The procedures related to Exhibit 1 are as follows:

    a. Agree the amount recorded as disbursed by WSP to cancelled checks.
    b. Agree the amount recorded as itemized in WSP invoices to the Commission's accounting records.
    c. Agree the amount recorded and the payee on the Check Request Register to the log of requested gift cards maintained by WSP.

    Finding: We noted there were seven (7) purchases made for the fiscal year. No exceptions were found as a result of performing these procedures.

3. Obtain the "Commission Payments by Employer" reports that list recorded disbursements made to recipients by WSP for the year and haphazardly select a sample of 10 items for the year for testing and report any findings (see Exhibit 2). Our procedures and findings related to Exhibit 2 are as follows:

    a. Determine that the employer was registered by inspecting the Employer Partnership Agreement (EPA).
    b. Determine that the employee was registered by inspecting the Incentive Application Form (Application).
    c. Agree WSP's disbursements to the Application and observe proper approval of the Application.
    d. Recalculate the number of days the employee participated in each rideshare mode and the incentive earned for each rideshare mode and agree those totals to the amounts listed on the monthly incentive claim form in order to mathematically check the monthly claim form.
    e. Agree the daily amount per mode of transportation to the amount approved in the EPA.
    f. Agree the recorded disbursement amount per the WSP Incentive Payment Report to the employer transmittal letter.

    Finding: No exceptions were found as a result of performing these procedures.

4. Compare WSP's total gift card inventory balance as of June 30, 2025, to the inventory schedule which denotes the amount of gift cards on hand at that date and report the results. In addition, 100% of the gift cards as reported on the inventory schedule on June 30, 2025, will be selected for recount.

    Finding: We met with the WSP Incentive Specialist virtually to conduct a gift card inventory of gift cards for Riverside County Service Authority for Freeway Emergencies (RC Safe), RCTC, and the San Bernardino County Transportation Authority (SBCTA) (all funded by RCTC). No exceptions were found as a result of performing this procedure.

	Amazon	Stater Bros.	Target	Wal-Mart	Total
RC Safe	$ 22,455	$ 7,140	$ 10,580	$ 1,000	$ 41,175
RCTC Advantage Rideshare Program	38,855	26,190	32,585	1,095	98,725
SBCTA Option Rideshare Program	23,875	27,420	30,540	-	81,835
					$ 221,735

5. Confirm that the storage and security of gift cards by WSP is consistent with IE Commuter Standard Operating Procedures.

   Finding: The Incentives Programs and Processes Standard Operating Procedures note that gift cards are secured in a safe. Monthly, the gift cards are manually counted by the Incentives Specialist and Manager where they are logged on the Monthly Inventory Spreadsheet. No exceptions were found as a result of performing these procedures.

We were engaged by the Commission to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review, the objective of which would be the expression of an opinion or conclusion, respectively, on compliance with the Commission's agreement with WSP to administer the Program. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the Commission and WSP and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the Board of Commissioners and management of the Commission and is not intended to be and should not be used by anyone other than these specified parties.

Eide Bailly LLP

Rancho Cucamonga, California
October 31, 2025

Riverside County Transportation Commission
Measure A Commuter Assistance Program
Schedule of Selected Purchases of Gift Cards by the Contractor
Exhibit 1 Fiscal Year Ended June 30, 2025

Check Date	Project	Vendor	Check Number	Amount
07/10/2024	IE Commuter Incentive Program	Amazon	2835782	$ 5,000
07/10/2024	IE Commuter Incentive Program	Amazon	2835782	80,000
07/10/2024	IE Commuter Incentive Program	Amazon	2835782	55,000
08/13/2024	IE Commuter Incentive Program	Stater Bros*	1685290	47,500
08/14/2024	IE Commuter Incentive Program	Target*	4104091	44,100
08/20/2024	IE Commuter Incentive Program	Stater Bros*	1685331	14,250
09/20/2024	IE Commuter Incentive Program	Target*	2854003	34,300

* Gross amount of the gift cards purchased was $145,000 as a discount was provided totaling $4,850.

Riverside County Transportation Commission
Measure A Commuter Assistance Program
Schedule of Selected Employee Incentive Payments Made by the Contractor
Exhibit 2 — Fiscal Year Ended June 30, 2025

Employer Name	Participant Initials	Incentive Type	Disbursement Date	Commute Mode	Amount
Bob's Discount Furniture Warehouse	M.A.C.	Walmart	9/13/2024	Carpool	$ 125
Robert J Herried DDS	J.M.	Amazon	9/16/2024	Train	125
City Of Moreno Valley - City Hall	H.N.	Target	9/25/2024	Carpool	85
County Of San Bernardino - Arrowhead Regional Medical Center	S.M.	Amazon	8/22/2024	Bus	125
Loma Linda University Health (LLUH) - LLU-MC, CH, UHC, SS, IEC	A.S.	Stater Bros	7/24/2024	Carpool	115
Jet Propulsion Laboratory	C.L.	Amazon	10/22/2024	Bus	125
California School For The Deaf (CSDR) - Riverside	C.C.	Target	10/21/2024	Carpool	125
Hyatt Regency Indian Wells Resort & Spa - Indian Wells	K.G.	Stater Bros	9/26/2024	Carpool	125
Ernie Ball - Coachella	M.R.	Walmart	5/8/2025	Bus	125
Coachella Valley Water District (CVWD)	K.B.	Amazon	5/21/2025	Bike	120

October 31, 2025

To the Audit Ad Hoc Committee
Riverside County Transportation Commission
Riverside, California

We have audited the financial statements of the Riverside County Transportation Commission (Commission) as of and for the year ended June 30, 2025, and have issued our report thereon dated as indicated below:

Report	Audit Report Date
Annual Comprehensive Financial Report (ACFR)	October 31, 2025
RCTC 91 Express Lanes Fund	October 31, 2025
RCTC 15 Express Lanes Fund	October 31, 2025
State Transit Assistance Fund	October 31, 2025
Local Transportation Fund	October 31, 2025
State of Good Repair Fund	October 31, 2025
Low Carbon Transit Operations Program Account	October 31, 2025

Professional standards require that we advise you of the following matters relating to our audit.

We are currently performing the audit of the Commission's federal programs (single audit) and, subject to the issuance of the 2025 Compliance Supplement by the Office of Management and Budget (OMB), anticipate issuing our reports thereon prior to March 31, 2026.

Our Responsibility in Relation to the Financial Statement Audit under Generally Accepted Auditing Standards and *Government Auditing Standards*

As communicated in our letter dated June 11, 2025, our responsibility, as described by professional standards, is to form and express opinions about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audits to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's system of internal control over financial reporting. Accordingly, as part of our audits, we considered the system of internal control of the Commission solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audits that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our comments regarding internal controls during our audit in our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* dated October 31, 2025.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you except for the single audit. The single audit has been delayed pending the issuance of the 2025 Compliance Supplement by the OMB.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, our firm, and other firms utilized in the engagement, if applicable, have complied with all relevant ethical requirements regarding independence.

Significant Risks Identified

As stated in our auditor's report, professional standards require us to design our audit to provide reasonable assurance that the financial statements are free of material misstatement whether caused by fraud or error. In designing our audit procedures, professional standards require us to evaluate the financial statements and assess the risk that a material misstatement could occur. Areas that are potentially more susceptible to misstatements, and thereby require special audit considerations, are designated as "significant risks." We have identified the following as significant risks:

- Management override
- Revenue recognition
- Valuation of pension liability

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the Commission is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during fiscal year 2025. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Accounting Estimates and Related Disclosures

Accounting estimates and related disclosures are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are net pension liability and related deferred inflows/outflows and expenses.

Management's estimate of the net pension liability and related deferred inflows/outflows and expenses is based on actuarial valuations which include assumptions adopted by the California Public Employees' Retirement System (CalPERS).

We evaluated the key factors and assumptions used to develop the estimate and determined that it is reasonable in relation to the basic financial statements taken as a whole.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the Commission's financial statements relate to:

- Net pension liability in Note 11 is sensitive to the underlying actuarial assumptions used including, but not limited to, the investment rate of return and discount rate. As disclosed in Note 11, a 1% increase or decrease in the discount rate has a significant effect on the pension.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. Uncorrected misstatements or matters underlying those uncorrected misstatements could potentially cause future-period financial statements to be materially misstated, even though the uncorrected misstatements are immaterial to the financial statements currently under audit. There were no uncorrected or corrected misstatements identified as a result of our audit procedures.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the the Commission's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Circumstances that Affect the Form and Content of the Auditor's Report

For purposes of this letter, professional standards require that we communicate any circumstances that affect the form and content of our auditor's report. We did not identify any circumstances that affect the form and content of the auditor's report.

Representations Requested from Management

We have requested certain written representations from management which are included in the management representation letter dated October 31, 2025.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the Commission, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, significant events or transactions that occurred during the year, operating conditions affecting the entity, and operating plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the Commission's auditors.

Other Information Included in Annual Reports

Pursuant to professional standards, our responsibility as auditors for other information, whether financial or nonfinancial, included in the Commission's annual reports does not extend beyond the financial information identified in the audit report, and we are not required to perform any procedures to corroborate such other information.

Additionally, in accordance with such standards, we have read the introductory and statistical sections of the Commission's annual report and considered whether such information, or the manner of its presentation was materially inconsistent with its presentation in the financial statements.

Our responsibility also includes communicating to you any information which we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the financial statements.

Group Audits

The financial statements include the financial statements of the Service Authority for Freeway Emergencies (SAFE), a blended component unit of the Commission, which for the purposes of our audit we do not consider to be a significant component within the financial statements. Consistent with the audit of the financial statements as a whole, our audit included obtaining an understanding of SAFE and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and completion of further audit procedures.

This report is intended solely for the information and use of the Board of Commissioners, the Audit Ad Hoc Committee, and management of the Commission and is not intended to be, and should not be, used by anyone other than these specified parties.

Eide Bailly LLP

Rancho Cucamonga, California

February 27, 2026

To the Ad Hoc Committee
Riverside County Transportation Commission
Riverside, California

We have audited the financial statements of the Riverside County Transportation Commission (Commission) as of and for the year ended June 30, 2025, and have issued our report thereon as indicated below:

Report	Audit Report Date
Annual Comprehensive Financial Report (ACFR)	October 31, 2025
RCTC 91 Express Lanes Fund	October 31, 2025
RCTC 15 Express Lanes Fund	October 31, 2025
State Transit Assistance Fund	October 31, 2025
Local Transportation Fund	October 31, 2025
State of Good Repair Fund	October 31, 2025
Low Carbon Transit Operations Program Account	October 31, 2025

We have previously provided our communication in accordance with professional standards on the audit of the financial statements in our letter dated October 31, 2025. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit under Generally Accepted Auditing Standards and *Government Auditing Standards* and our Compliance Audit under the Uniform Guidance

As communicated in our letter dated October 31, 2025, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America and to express an opinion on whether the Commission complied with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Commission's major federal programs. Our audit of the financial statements and major program compliance does not relieve you or management of its respective responsibilities.

Our responsibility, as prescribed by professional standards as it relates to the audit of the Commission's major federal program compliance, is to express an opinion on the compliance for each of the Commission's major federal programs based on our audit of the types of compliance requirements referred to above. An audit of major program compliance includes consideration of internal control over compliance with the types of compliance requirements referred to above as a basis for designing audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, as a part of our major program compliance audit, we considered internal control over compliance for these purposes and not to provide any assurance on the effectiveness of the Commission's internal control over compliance.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our comments regarding internal controls during our audit in our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* dated October 31, 2025. We have also provided our comments regarding compliance with the types of compliance requirements referred to above and internal controls over compliance during our audit in our Independent Auditor's Report on Compliance with Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance dated February 27, 2026, except for our report on the schedule of expenditures of federal awards, for which the date is October 31, 2025.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you, except for the Single Audit, which was delayed due to the timing of the issuance of the 2025 Compliance Supplement by the OMB.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, our firm, and other firms utilized in the engagement, if applicable, have complied with all relevant ethical requirements regarding independence.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the Commission as it relates to the single audit are included in notes to the Schedule of Expenditures of Federal Awards (SEFA). There have been no initial selection of accounting policies and no changes in significant accounting policies as it relates to the Single Audit. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Accounting Estimates and Related Disclosures

Accounting estimates and related disclosures are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates were disclosed in our letter dated October 31, 2025, and there are no changes as of February 27, 2026.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the Commission's financial statements were described in our letter dated October 31, 2025, and there are no changes as of February 27, 2026.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. We previously communicated such items in our letter dated October 31, 2025, and there are no changes as of February 27, 2026.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Circumstances that Affect the Form and Content of the Auditor's Report

For purposes of this letter, professional standards require that we communicate any circumstances that affect the form and content of our auditor's report. We did not identify any circumstances that affect the form and content of the auditor's report**.**

Representations Requested from Management

We have requested certain written representations from management on the audit of compliance under the Uniform Guidance which are included in the management representation letter dated February 27, 2026.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the Commission, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, significant events or transactions that occurred during the year, operating conditions affecting the entity, and operating plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the Commission's auditors.

Other Information Included in Annual Reports

Pursuant to professional standards, our responsibility as auditors for other information, whether financial or nonfinancial, included in the Commission's annual reports, does not extend beyond the financial information identified in the audit report, and we are not required to perform any procedures to corroborate such other information.

However, in accordance with such standards, we will review the information inputted into the data collection form and will consider whether such information, or the manner of its presentation, is materially consistent with the financial statements.

Our responsibility also includes communicating to you any information which we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the financial statements.

This report is intended solely for the information and use of the Board of Commissioners, the Audit Ad Hoc Committee and management of the Commission and is not intended to be, and should not be, used by anyone other than these specified parties.

Eide Bailly LLP

Ontario, California

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

4080 Lemon Street, 3rd Floor • Riverside, CA
Mailing Address: P.O. Box 12008 • Riverside, CA 92502-2208
951.787.7141 • 951.787.7920 • www.rctc.org

October 31, 2025

Board of Commissioners
Riverside County Transportation Commission
Riverside, California

The Annual Comprehensive Financial Report (ACFR) of the Riverside County Transportation Commission (Commission) for the year ended June 30, 2025 is hereby submitted for your receipt and acceptance. The ACFR is presented in three sections consisting of Introductory, Financial, and Statistical. The Financial Section includes the audited financial statements and other supplementary information and the independent auditor's report on those financial statements. Management of the Commission is responsible for the financial statements and other information presented in the ACFR.

As the Executive Director and Chief Financial Officer of the Commission, we have reviewed the ACFR for the year ended June 30, 2025. Based on our knowledge, the ACFR does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made in the ACFR not misleading with respect to the period covered by the ACFR.

Additionally, based on our knowledge, the financial statements and other financial information included in the ACFR fairly present in all material respects the financial condition and results of operations of the Commission as of and for the year ended June 30, 2025.

Aaron Hake, Executive Director

Sergio Vidal, Chief Financial Officer

2025 ED.CFO Certification

Final Audit Report 2026-03-19

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By:	Sergio Vidal (svidal@rctc.org)
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"2025 ED.CFO Certification" History

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2026-03-19 - 1:03:25 AM GMT

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

4080 Lemon Street, 3rd Floor • Riverside, CA
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951.787.7141 • 951.787.7920 • www.rctc.org

October 31, 2025

Board of Commissioners
Riverside County Transportation Commission
Riverside, California

In connection with the submission of the Annual Comprehensive Financial Report (ACFR) of the Riverside County Transportation Commission (Commission) for the year ended June 30, 2025, as the management and Directors of the Commission, we understand that we are responsible for the operations and activities of the Commission's programs, projects, and administration.

Accordingly, we hereby make the following representations based upon our knowledge. We are responsible for establishing and maintaining controls and procedures related to these operations and activities. We have designed such controls and procedures to ensure that material information is made known to us, particularly during the year ended June 30, 2025. The controls and procedures have been effective for the year ended June 30, 2025 and through the date of this letter. There have been and are no significant deficiencies in the design or operation of internal controls regarding financial reporting for the same period which could adversely affect the Commission's ability to record, process, summarize and report financial data. There have been and are no material weaknesses in internal controls. There have been no significant changes in internal control or in other factors that could significantly affect internal controls subsequent to June 30, 2025.

Management also recognizes its responsibility for fostering a strong ethical climate so that the Commission's affairs are conducted according to the highest standards of personal and organizational conduct. In connection with this responsibility, we are not aware of any fraud, whether or not material, that involves management or other employees who have a significant role in the Commission's internal controls.

Aaron Hake

Aaron Hake, Executive Director

David Knudsen

David Knudsen, Deputy Executive Director

Sergio Vidal - CFO

Sergio Vidal, Chief Financial Officer

Martha Masters for

Jillian Guizado, Planning and Programming Director

Lorelle Moe-Luna

Lorelle Moe-Luna, Multimodal Services Director

David Thomas

David Thomas, Toll Project Delivery Director

Jennifer Crosson

Jennifer Crosson, Toll Operations Director

Erik W Galloway

Erik Galloway, Project Delivery Director

Aaron Gabbe

Aaron Gabbe, Regional Conservation Director

Lisa Mobley

Lisa Mobley, Administrative Services Director/Clerk of the Board

Jeanette Flores

Jeanette Flores, External Affairs Director

Signature:

Email: svidal@rctc.org

Signature:
Lorelle Moe-Luna (Mar 17, 2026 14:57:19 PDT)

Email: lmoe-luna@rctc.org

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Signature:

Email: lmobley@rctc.org

Signature:

Email: dknudsen@rctc.org

2025 Director Certification

Final Audit Report 2026-03-19

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Riverside County Transportation Commission

Communication with Those Charged with Governance
March 23, 2026

Scope of Work

Audits of the following:

- Annual Comprehensive Financial Report (ACFR or annual report)
- 91 Express Lanes Fund
- 15 Express Lanes Fund
- Local Transportation Fund (LTF)
- State Transit Assistance Fund (STA)
- State of Good Repair Fund (SGR)
- Low Carbon Transit Operations Program (LCTOP) Account
- Audit report on compliance over each major federal program, schedule of expenditures of federal awards and internal control in accordance with 2 CFR 200 (Single Audit)
- Report on internal control over financial reporting and on compliance and other matters in accordance with *Government Auditing Standards*
- Report on compliance with aspects of contractual agreements

Agreed Upon Procedures (AUP): Appropriations Limit Calculation and Measure A Commuter Assistance Program

Our Responsibility in Accordance with Professional Standards

- Form and express an opinion about whether the financial statements which are the responsibility of management, with your oversight, are presented fairly, in all material respects, in accordance with U.S. GAAP.
- Express an opinion as to whether RCTC complied with direct and material compliance requirements described in the OMB Compliance Supplement for major federal programs.
- Obtain reasonable, rather than absolute, assurance.
- Consider internal control over financial reporting and over direct and material compliance requirements for major programs. Such considerations were solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

Summary of Audit Results

Financial Statements

- Unmodified opinion on the Commission's ACFR and stand alone financial statements for the fiscal year ended June 30, 2025.

Government Auditing Standards

- No material weaknesses or significant deficiencies were reported.

Single audit

- Unmodified opinion on compliance.
- No material weaknesses, significant deficiencies or compliance findings were reported.

Auditor Communications

Ethics and Independence

- We have complied with all relevant ethical requirements regarding independence.

Significant Accounting Policies

- Summary of significant accounting polices – Note 1

Sensitive Estimates/Disclosures

- Pension liabilities of the CalPERS plans - Note 11

Corrected and Uncorrected Misstatements

- No uncorrected or corrected misstatements identified as a result of our audit procedures.

Significant Difficulties

- We encountered no significant difficulties in dealing with management.

Disagreements with Management

- No disagreements arose during the course of the audit.

Roger Alfaro | Partner
909.755.2829 | ralfaro@eidebailly.com

Thank you

Disclaimer

This presentation is presented with the understanding that the information contained does not constitute legal, accounting or other professional advice. It is not intended to be responsive to any individual situation or concerns, as the contents of this presentation are intended for general information purposes only. Viewers are urged not to act upon the information contained in this presentation without first consulting competent legal, accounting or other professional advice regarding implications of a particular factual situation. Questions and additional information can be submitted to your Eide Bailly representative, or to the presenter of this session.

AGENDA ITEM 6D

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	April 8, 2026
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Andrew Sall, Senior Management Analyst, Legislative Affairs Jeanette Flores, External Affairs Director
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	State and Federal Legislative Update

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Receive and file a state and federal legislative update.

BACKGROUND INFORMATION:

State Update

Assembly Bill 1855 (Gonzalez) – Update

Assembly Bill 1855 by Assemblymember Jeff Gonzalez (Indio) was referred to the Assembly Natural Resources Committee. As of the publish date of this report, the bill has not been scheduled for a committee hearing. The bill, which the Commission sponsored and voted to support on March 11, expands California Environmental Quality Act (CEQA) exemptions to certain passenger rail projects, such as the Coachella Valley Rail Project. Staff is conducting outreach to educate stakeholders about the benefits of the legislation and to solicit support.

Federal Update

Fiscal Year 2027 Appropriations

As part of the federal Fiscal Year (FY) 2027 appropriations process, staff submitted applications to Riverside County's congressional delegation for Community Project Funding (CPF)/Congressionally Directed Spending (CDS), otherwise known as earmarks. These requests include:

- $10 million for the Interstate 15 Express Lanes Project Southern Extension, submitted to Representative Ken Calvert (Corona);

- $10 million for the 91 Eastbound Corridor Operations Project, submitted to Representative Young Kim (Anaheim);
- $3 million for the Interstate 15 Express Lanes Project Southern Extension, submitted to Senators Alex Padilla and Adam Schiff;
- $5 million for a new regional arterial in the communities of Hemet, San Jacinto, and Winchester (formerly the State Route 79 Realignment Project), submitted to Representative Raul Ruiz (Indio);
- $3 million for a new regional arterial in the communities of Hemet, San Jacinto, and Winchester (formerly the State Route 79 Realignment Project), submitted to Senators Alex Padilla and Adam Schiff; and
- $3 million for the Mead Valley Metrolink Station/Mobility Hub, submitted to Representative Mark Takano (Riverside).

Senators and Members of Congress must now review the applications received and determine if they wish to submit those funding requests to their respective Appropriations subcommittees for consideration for inclusion in FY 2027 appropriations legislation. Staff will keep the Commission updated as the process continues.

March 4-5 Washington, D.C. Trip

On March 4 and 5, RCTC Chair Raymond Gregory and Second Vice Chair Chuck Washington traveled to Washington, D.C. with RCTC staff to meet with administration officials and representatives in Congress to advocate in support of RCTC's priority projects and legislative proposals for the next surface transportation reauthorization. Meetings were held with Senator Alex Padilla, Representative Ken Calvert (Corona), Representative Young Kim (Anaheim), Representative Mark Takano (Riverside), as well as professional staff from the offices of Representative Raul Ruiz, Representative Darrell Issa, and Representative Norma Torres. Additionally, RCTC met with Loren Smith, Deputy Assistant Secretary for Policy at the U.S. Department of Transportation as well as Drew Feeley, Deputy Administrator for the Federal Railroad Administration.

These meetings served as an opportunity to highlight the Commission's progress on key projects including the Coachella Valley Rail Project, Interstate 15 Express Lanes Project Southern Extension, and 91 Eastbound Corridor Operations Project, and advance surface transportation reauthorization proposals to restore county transportation commission distribution of federal formula funds and expedite passenger rail project delivery.

FISCAL IMPACT:

This is a policy and information item. There is no fiscal impact.

Attachment: Legislative Matrix – April 2026

Legislation/ Author	Description	Bill Status	Position	Date of Board Adoption
AB 334 (Petrie-Norris)	Current state law limits the sharing of toll customer data necessary for interoperability with other states, limiting toll operators' ability to collect toll revenue from out-of-state drivers in an efficient manner. The existing process is cumbersome, requires significant staff time, and may lead to penalties on customers that may otherwise be avoided. AB 334 enables toll operators in California, such as RCTC, to participate in a future national interoperability program, enhancing service to customers and streamlining the transaction process.	Ordered to Senate Inactive File on 9/13/2025. Two-year bill.	*Support*	4/9/2025
SB 512 (Pérez)	SB 512 provides statutory clarity confirming that transportation agencies with existing sales tax authority may administer a voter-approved transactions and use tax as determined by a citizens' initiative.	Passed out of the Assembly on 9/4/2025. Assembly amendments concurred in on 9/11/2025. Vetoed by Governor on 10/13/2025.	*Support Based on Platform*	7/9/2025
AB 1145 (Gonzalez)	Requires the California Department of Transportation to conduct a study on State Highway Route 74 by December 31, 2027 with a goal of improving safety of travelers and address enforcement of commercial vehicle facility bypassing.	Senate Transportation hearing canceled at the request of the author on 7/1/2025. Two-year bill.	*Support*	7/11/2025
AB 1855 (Gonzalez)	Expands California Environmental Quality Act (CEQA) exemptions for certain passenger rail projects, including the Coachella Valley Rail Project.	Referred to the Assembly Natural Resources Committee on 2/23/2026.	*Sponsor*	3/11/2026

AGENDA ITEM 6E

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	April 8, 2026
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Sheldon Peterson, Rail Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Master Agreements and Resolutions with Caltrans for State-Funded Transit Projects, Transit and Intercity Rail Capital Program, and State Rail Assistance Program

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Adopt Resolution No. 26-005, "*Authorization for the Execution of a Master Agreement and Program Supplements for State- Funded Projects"* with California Department of Transportation (Caltrans);
2) Approve Agreement No. 26-25-065-00 with Caltrans for state-funded transit projects;
3) Adopt Resolution No. 26-004, *"Authorization for the Execution of a Master Agreement and Program Supplements for Transit and Intercity Rail Capital Program (TIRCP)-Funded Projects"* with Caltrans;
4) Approve Agreement No. 26-25-064-00 with Caltrans for state-funded TIRCP projects;
5) Adopt the State Rail Assistance (SRA) program, Resolution No. 26-006, *"Authorization for the Execution of the State Rail Assistance Project"* with Caltrans, the Authorized Agent Form, and Certification Assurances; and
6) Authorize the Executive Director, pursuant to legal counsel review, to finalize and execute the agreement and future program supplements on behalf of the Commission.

BACKGROUND INFORMATION:

In its role as the Regional Transportation Planning Agency, the Commission regularly enters into funding agreements with various agencies to deliver projects and programs for regional transportation projects. This item updates and expands on previous agreements to provide state funding for critical infrastructure.

Caltrans Master Agreement for State Funded Transit Projects and Resolution

Going as far back as 2001, the Commission has maintained a master agreement for state-funded transit projects with Caltrans. This agreement allows the Commission the opportunity to use

state transit funds for commuter rail and transit projects. The duration of the agreements are typically ten years, and the current agreement is due for renewal. The new agreement will go into effect once signed and continue until January 2036. This master agreement will apply to funding from the following state sources:

- General Fund
- State Highway Account
- Public Transportation Account
- Clean Air and Transportation Improvement Act of 1990 (Proposition 116) Bond Fund
- Traffic Congestion Relief Fund, GC 14556.40
- Proposition 1A, the Safe, Reliable High-Speed Passenger Train Bond Act
- Road Repair and Accountability Act of 2017, Senate Bill 1
- 2018 Local Partnership Program
- Other State Funding Sources (Existing and Future), except the Transit and Intercity Rail Program (TIRCP)

This multi-year agreement will identify the key procedures, administration and oversight regarding the general funding process. On a project-by-project basis, a more detailed Program Supplement Agreement (PSA) will be developed cooperatively with Caltrans to finalize the specific funding and terms. Staff recommends adoption of Resolution No. 26-005 (Attachment 1), *"Resolution of the Riverside County Transportation Commission regarding Authorization for the Execution of a Master Agreement, and Program Supplements for State-Funded Projects*" and approval of Agreement No. 26-25-065-00 (Attachment 2) with Caltrans for state-funded transit projects.

The next major project requiring state transit funds will be the Coachella Valley Corridor that will be requesting state funds for environmental and preliminary design efforts.

Caltrans Master Agreement for TIRCP Projects and Resolution

The original TIRCP program was created by Senate Bill 862 and modified by SB 9, to provide grants from the Greenhouse Gas Reduction Fund (GGRF) to fund transformative capital improvements that will modernize California's intercity, commuter, and urban rail systems and bus and ferry transit systems to significantly reduce emissions of greenhouse gases, vehicle miles traveled, and congestion. The objectives of the program are to:

- Reduce greenhouse gas emissions;
- Expand and improve transit service to increase ridership;
- Integrate the state's various rail operations, including integration with the high-speed rail system; and
- Improve transit safety.

The Commission has been successful with several TIRCP grants for regional rail projects including the South Perris Double Track Platform, Perris Valley Line Double Track Project, and most recently

the Mead Valley Metrolink Station and Mobility Hub project. To receive these TIRCP grant funds, Caltrans requires that the Commission update its master agreement. Caltrans uses the master agreement and related PSAs for state-funded transit projects in order to properly administer and reimburse state transit funds to regional and local agencies. The new agreement will go into effect once signed and continue until January 2036. Staff recommends adoption of Resolution No. 26-004 (Attachment 3), *"Authorization for the Execution of a Master Agreement and Program Supplements for Transit and Intercity Rail Capital Program-Funded Projects"* and approval of Agreement No. 26-25-064-00 (Attachment 4) with Caltrans for state-funded TIRCP projects.

State Rail Assistance (SRA) Program

The Commission is also the recipient of SRA program funding that is part of Senate Bill 1. The funds will be applied to the Coachella Valley San Gorgonio Pass Rail Corridor Study Tier 2 Environmental Impact Report and Conceptual Engineering Development Report in the amount of $5,942,510. The Commission recently approved the contract to move forward with this Tier 2 project development, and this will require specific actions to make these SRA funds available. The administrative guidelines for the SRA program require the Commission to approve Resolution No. 26-006, *"Authorization for the Execution of the State Rail Assistance Project"* (Attachment 5), the Authorized Agent Form (Attachment 6), and the Certifications and Assurances form (Attachment 7). After approval of these elements, staff will submit a project allocation request form which will allow the state to distribute the SRA funding for this project.

FISCAL IMPACT:

There is no fiscal impact for approval of this item.

Attachments:

1) Resolution No. 26-005, *"Authorization for the Execution of a Master Agreement and Program Supplements for State- Funded Projects"* with Caltrans
2) Agreement No. 26-25-065-00 with Caltrans for state-funded transit projects
3) Resolution No. 26-004, *"Authorization for the Execution of a Master Agreement and Program Supplements for Transit and Intercity Rail Capital Program (TIRCP)- Funded Projects"* with Caltrans
4) Agreement No. 26-25-064-00 with Caltrans for state-funded TIRCP projects
5) Resolution No. 26-006, *"Authorization for the Execution of the State Rail Assistance (SRA) Project Coachella Valley San Gorgonio Pass Rail Corridor Study Tier 2 Environmental Impact Report and Conceptual Engineering Development Report"* with Caltrans
6) SRA Authorized Agent Form
7) SRA Certifications and Assurances Form

Approved by the Budget and Implementation Committee on March 23, 2026

In Favor: 14 Abstain: 0 No: 0

RESOLUTION NO. 26-005

RESOLUTION OF THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION REGARDING AUTHORIZATION FOR THE EXECUTION OF A MASTER AGREEMENT, AND PROGRAM SUPPLEMENTS FOR STATE-FUNDED PROJECTS

WHEREAS, the Riverside County Transportation Commission (RCTC) may receive state funding from the California Department of Transportation (Department) now or sometime in the future for transit projects; and

WHEREAS, substantial revisions were made to the programming and funding process for the transportation projects programmed in the State Transportation Improvement Program, by Chapter 622 (SB 45) of the Statutes of 1997; and

WHEREAS, the statutes related to State-funded transit projects require a local or regional implementing agency to execute an agreement with the Department before it can be reimbursed for project expenditures; and

WHEREAS, the Department utilizes Master Agreements for State-Funded Transit Projects, along with associated Program Supplements, for the purpose of administering and reimbursing state transit funds to local agencies; and

WHEREAS, the RCTC wishes to delegate authorization to execute these agreements and any amendments thereto to the Executive Director, or his or her designee.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the RCTC that:

Section 1. RCTC finds and determines that the foregoing recitals are true and correct and makes them an effective part of this Resolution by incorporating them herein by reference.

Section 2. RCTC, the fund recipient, agrees to comply with all conditions and requirements set forth in the Master Agreement and applicable statutes, regulations and guidelines for all State-funded transit projects.

Section 3. RCTC's Executive Director or his or her designee is authorized to execute the Master Agreement, all Award Agreements, and all Program Supplements for State-Funded Transit Projects and any Amendments thereto with the California Department of Transportation.

Section 4. This Resolution is effective immediately upon its adoption and approval.

AGENCY BOARD DESIGNEE:

APPROVED AND ADOPTED this 8th day of April 2026

_____

Raymond Gregory, RCTC Chair

_____

Lisa Mobley, Clerk of the Board

RCTC No: 26-25-065-00

Master Agreement
State Funded Transit Projects

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California Department of Transportation

DIVISION OF LOCAL ASSISTANCE
1120 N STREET, ROOM 3300
P. O. BOX 942874, MS-39
SACRAMENTO, CA 94274-0001
PHONE (916) 654-8012

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
DIVISION OF LOCAL ASSISTANCE

TABLE OF CONTENTS

FUNDING SOURCES COVERED BY THIS AGREEMENT as identified in each Program Supplement ***4***

ARTICLE I - PROJECT ADMINISTRATION ***4***

Section 1. Program Supplement **4**
A. General 1
B. Project Overrun 7
C. Scope of Work 7
D. Program Supplement Amendments 7

Section 2. Allowable Costs and Payments **8**
A. Allowable Costs and Progress Payment Vouchers 8
B. Advance Payments (TCR Projects Only) 8
C. Expedited Payments (Excludes TCR Projects) 9
D. Advance Expenditure of Local Funds 10
E. Travel Reimbursement 10
F. Final Invoice 10

ARTICLE II – GENERAL PROVISIONS ***10***

Section 1. Funding **10**
A. Local Match Funds 10
B. Funding Contingencies 11
C. Funds Movement 11

Section 2. Audits and Reports **11**
A. Cost Principles 11
B. Record Retention 12
C. Quarterly Review 13

Section 3. Special Requirements **13**
A. California Transportation Commission (CTC) Resolutions 13
B. Recipient Resolution 14
C. Termination 15
D. Third Party Contracting 15
E. Change in Terms/Amendments 16
F. Project Ownership 16
G. Disputes 15
H. Hold Harmless and Indemnification 15
I. Labor Code Compliance 19
J. Non-Discrimination 16
K. State Fire Marshal Building Standards 17
L. Americans with Disabilities Act 21
M. Access for Persons with Disabilities 17
N. Disabled Veterans Program Requirements 17
O. Environmental Process 18
P. Force Majeure **Error! Bookmark not defined.**

DRAFT

ARTICLE III – SPECIAL PROVISIONS ***18***

Section 1. Bond Provisions **22**

A. General Bond Provisions 18

Section 2. TCRP PROJECTS **24**

Section 3. PROJECT MANAGEMENT **21**

Attachment I -- CTC Resolution G-91-2 ***22***

Attachment II -- Recipient Agency Board Resolution ***24***

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STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
DIVISION OF LOCAL ASSISTANCE

MASTER AGREEMENT
STATE FUNDED TRANSIT PROJECTS

Effective Date of this Agreement: **January 1, 2026 or upon final signature, whichever is later**

Termination Date of this Agreement: **January 1, 2036**

Recipient: **Riverside County Transportation Commission**

APPLICABLE FUNDING SOURCES COVERED BY THIS AGREEMENT WILL BE IDENTIFIED IN EACH SPECIFIC PROGRAM SUPPLEMENT ADOPTING THE TERMS OF THIS AGREEMENT

- **General Fund**
- **State Highway Account**
- **Public Transportation Account**
- **Clean Air and Transportation Improvement Act of 1990 (PROP. 116) Bond Fund**
- **Traffic Congestion Relief Fund (TCR), GC 14556.40**
- **Proposition 1A, the Safe, Reliable High-Speed Passenger Train Bond Act**
- **Road Repair and Accountability Act of 2017, Senate Bill 1**
- **2018 Local Partnership Program**
- **Other State Funding Sources (Existing and Future), except the Transit and Intercity Rail Program (TIRCP)**

This AGREEMENT, entered into effective as of the date set forth above, is between the signatory public entity identified hereinabove, hereinafter referred to as **RECIPIENT**, and the STATE OF CALIFORNIA, acting by and through its Department of Transportation, hereinafter referred to as **STATE**.

ARTICLE I - PROJECT ADMINISTRATION

Section 1. Program Supplement

A. *General*

(1) This AGREEMENT shall have no force and effect with respect to any PROJECT unless and until a separate PROJECT specific "PROGRAM SUPPLEMENT – STATE FUNDED TRANSIT PROJECT(S)," hereinafter referred to as "PROGRAM

SUPPLEMENT," adopting all of the terms and conditions of this AGREEMENT has been fully executed by both **STATE** and **RECIPIENT**.

(2) **RECIPIENT** agrees to complete each defined PROJECT, or the identified PROJECT Phase/Component thereof, described in the PROGRAM SUPPLEMENT adopting all of the terms and conditions of this AGREEMENT.

(3) A financial commitment of actual PROJECT funds will only occur in each detailed and separate PROGRAM SUPPLEMENT. No funds are obligated by the prior execution of this AGREEMENT alone.

(4) **RECIPIENT** further agrees, as a condition to the release and payment of the funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all the agreed-upon Special Covenants and Conditions attached to or made a part of the PROGRAM SUPPLEMENT identifying and defining the nature of that specific PROJECT.

(5) The PROGRAM SUPPLEMENT shall include: a detailed Scope of Work conforming to the included Project Description, a Project Schedule, an Overall Funding Plan, and a Project Financial Plan as required by the applicable Program Guidelines.

a. The Scope of Work shall include a detailed description of the PROJECT and will itemize the major tasks and their estimated costs.
b. The Project Schedule shall include major tasks and/or milestones and their associated beginning and ending dates and duration.
c. The Overall Funding Plan shall itemize the various PROJECT Components, the committed funding program(s) or source(s), and the matching funds to be provided by **RECIPIENT** and/or other funding sources, if any [these Components include Environmental and Permits; Plans, Specifications and Estimates (PS&E); Right-of-Way (ROW); and Construction (including transit vehicle acquisition)].
d. The Project Financial Plan shall identify estimated expenditures for each PROJECT Component by funding source.

(6) Adoption and execution of the PROGRAM SUPPLEMENT by **RECIPIENT** and **STATE**, incorporating the terms and conditions of this AGREEMENT into the PROGRAM SUPPLEMENT as though fully set forth therein, shall be sufficient to bind **RECIPIENT** to these terms and conditions when performing the PROJECT. Unless otherwise expressly delegated to a third-party in a resolution by **RECIPIENT**'s governing body, which delegation must be expressly assented to and concurred in by **STATE**, the PROGRAM SUPPLEMENT shall be managed by **RECIPIENT**.

(7) The estimated cost and scope of each PROJECT will be as described in the applicable PROGRAM SUPPLEMENT. **STATE** funding participation for each PROJECT is limited to those amounts actually encumbered by **STATE** as evidenced in that applicable PROGRAM SUPPLEMENT. A contract awarded by **RECIPIENT** for

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PROJECT work in an amount in excess of said approved estimate or the PROGRAM SUPPLEMENT funding limit may exceed any said PROGRAM SUPPLEMENT cost estimate and the limits of **STATE**'s participation provided:

a. **RECIPIENT** provides the necessary additional funding, or
b. A cost increase in **STATE**'s share of PROJECT funding is first requested by **RECIPIENT** (before the cost overrun occurs) and that increase is approved by **STATE** in the form of an Allocation Letter comprising the encumbrance document for that increased **STATE** funding level.

(8) State programmed fund amounts may be increased to cover PROJECT cost increases only if:

a. Such funds are available;
b. **STATE** concurs with that proposed increase; and
c. **STATE** issues an approved Allocation Letter, Fund Shift Letter, or a Time Extension Letter with additional funding as stated in an executed amendment to that PROGRAM SUPPLEMENT.

(9) When additional State programmed funds are not available, **RECIPIENT** agrees that reimbursements of invoiced PROJECT costs paid to **RECIPIENT** will be limited to, and shall not exceed, the amounts already approved in the PROGRAM SUPPLEMENT containing the **STATE** approved encumbrance documents and that any increases in PROJECT costs above that **STATE** supported funding level must be defrayed by **RECIPIENT** with non-State funds.

(10) For each approved PROGRAM SUPPLEMENT, **RECIPIENT** agrees to contribute at least the statutorily or other required local contribution of appropriate matching funds (other than State funds) if any matching funds are specified within the PROGRAM SUPPLEMENT, or any attachment thereto, toward the actual cost of the PROJECT or the amount, if any, specified in an executed SB 2800 (Streets and Highways Code section 164.53) Agreement for local match fund credit, whichever is greater. **RECIPIENT** shall contribute not less than the required match amount toward the cost of the PROJECT in accordance with a schedule of payments as shown in a Project Financial Plan prepared by **RECIPIENT** as part of a PROGRAM SUPPLEMENT.

(11) Upon the stated expiration date of this AGREEMENT, any PROGRAM SUPPLEMENTS executed under this AGREEMENT for a PROJECT with work yet to be completed pursuant to the approved Project Schedule shall be deemed to extend the term of this AGREEMENT only to conform to the specific PROJECT termination or completion date contemplated by the applicable PROGRAM SUPPLEMENT to allow that uncompleted PROJECT to be administered under the extended terms and conditions of this AGREEMENT.

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(12) Total project cost includes the cost of a project for all phases (Plans, Specifications, and Estimates (PS&E), Project Approval and Environmental Document (PA&ED) Right-of-Way (ROW), and Construction (CON) including rolling stock) of a Project from start to finish.

B. *Project Overrun*

(1) If **RECIPIENT** and **STATE** determine, at any time during the performance of a PROJECT, that the PROJECT budget may be exceeded, **RECIPIENT** shall take the following steps:

a. Notify the designated **STATE** representative of the nature and projected extent of the overrun and, within a reasonable period thereafter, identify and quantify potential cost savings or other measures which **RECIPIENT** will institute to bring the Project Budget into balance; and

b. Schedule the projected overrun for discussion at the next Quarterly Review meeting; and

c. Identify the source of additional **RECIPIENT** or other third party funds that can be made available to complete PROJECT.

C. *Scope of Work*

(1) **RECIPIENT** shall be responsible for complete performance of the work described in the approved PROGRAM SUPPLEMENT for the PROJECT related to the commitment of encumbered funds. All work shall be accomplished in accordance with the applicable provisions of the Public Utilities Code, the Streets and Highways Code, the Government Code, and other applicable statutes and regulations.

(2) **RECIPIENT** acknowledges and agrees that **RECIPIENT** is the sole control and manager of each PROJECT and its subsequent employment, operation, repair and maintenance for the benefit of the public. **RECIPIENT** shall be solely responsible for complying with the funding and use restrictions established by (a) the statutes from which these funds are derived, (b) the California Transportation Commission (CTC), (c) the State Treasurer, (d) the Internal Revenue Service, (e) the applicable PROGRAM SUPPLEMENT, and (f) this AGREEMENT.

D. *Program Supplement Amendments*

PROGRAM SUPPLEMENT amendments will be required whenever there are CTC-approved changes to the cost, scope of work, or delivery schedule of a PROJECT from those specified in the original PROJECT Application and the original PROGRAM SUPPLEMENT. Those changes shall be mutually binding upon the Parties only following the execution of a PROGRAM SUPPLEMENT amendment.

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Section 2. Allowable Costs and Payments

A. *Allowable Costs and Progress Payment Vouchers*

(1) Not more frequently than once a month, but at least quarterly, **RECIPIENT** will prepare and submit to **STATE** (directed to the attention of the appropriate State District Transit Representative) signed Progress Payment Vouchers for actual PROJECT costs incurred and paid for by **RECIPIENT** consistent with the Scope of Work document in the PROGRAM SUPPLEMENT and **STATE** shall pay those uncontested allowable costs once the voucher is approved. If no costs were incurred during any given quarter, **RECIPIENT** is exempt from submitting a signed Progress Payment Voucher; but is still required to present a progress report at each Quarterly Review.

(2) **STATE** shall not be required to reimburse more funds, cumulatively, per quarter of any fiscal year greater than the sums identified and included in the PROJECT Financial Plan. However, accelerated reimbursement of PROJECT funds in excess of the amounts indicated in the Project Financial Plan, cumulatively by fiscal year, may be allowed at the sole discretion of **STATE** if such funds are available for encumbrance to fulfill that need.

(3) Each such voucher will report the total of PROJECT expenditures from all sources (including those of **RECIPIENT** and third parties) and will specify the percent of State reimbursement requested and the fund source. The voucher should also summarize State money requested by PROJECT component (environmental and permits, plans specifications, and estimates (PS&E); right of way; construction; rolling stock; or--if bond funded--private activity usage) and phase, and shall be accompanied by a report describing the overall work status and progress on PROJECT tasks. If applicable, the first voucher shall also be accompanied by a report describing any tasks specified in the PROGRAM SUPPLEMENT which were accomplished prior to the Effective Date of this AGREEMENT or the PROGRAM SUPPLEMENT with costs to be credited toward any required local contribution described in Article II, Section 1 of this Agreement (but only if expended pursuant to any applicable prior executed Agreement for Local Match Fund Credit between **RECIPIENT** and **STATE)**.

(4) An Indirect Cost Rate Proposal and/or Central Service Cost Allocation plan and related documentation approved under cognizant agency regulations are to be provided to **STATE** (Caltrans Audits & Investigations) annually for their review, and approval and filing prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for reimbursement.

B. *Advance Payments (TCR Projects Only)*

(1) Advance reimbursements or payments by **STATE** are not allowed except in the case of TCR funded Projects, and only then when expressly authorized by the CTC.

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(2) In order to receive a CTC approved TCR payment advance, **RECIPIENT** must provide duplicate signed invoices to **STATE** requesting payment of that authorized advance.

(3) For TCR Projects approved for advanced payment allocation by the CTC, said advance payment shall be deposited by **RECIPIENT** in an interest bearing account held by institutions with long-term credit ratings of "AA" or better from at least two nationally recognized credit rating agencies, or in instruments issued by and secured by the full faith and credit of the U.S. Government or by an agency of the U.S. Government. No TCR interest earnings may be spent on the PROJECT. Interest earned shall be recorded and documented from the time the TCR funds are first deposited in **RECIPIENT**'s account until all the approved TCR advance funds have been expended or returned to **STATE** together with all accrued interest. Interest earned shall be reported to **STATE**'s Project Coordinator on an annual basis and upon the final PROJECT payment when interest earnings, overpayments, and unexpended advanced TCR funds shall be returned to **STATE** no later than thirty (30) days after PROJECT completion or termination of the PROGRAM SUPPLEMENT, whichever is first in time.

(4) Advanced funds are to be expended only as indicated in the approved TCR Application. **RECIPIENT** must be able to document the expenditures/disbursement of funds advanced to only pay for actual allowable PROJECT costs incurred.

(5) Except as expressly allowed hereinbelow, non-TCR funds and TCR project funds not authorized for advance payment can only be released by **STATE** as reimbursement of actual allowable PROJECT costs already incurred and paid for by **RECIPIENT** no earlier than the effective date of this AGREEMENT and not incurred beyond the AGREEMENT/PROGRAM SUPPLEMENT Termination Date.

(6) Where advance payments are authorized in a PROGRAM SUPPLEMENT, **RECIPIENT** must report and document the expenditure/disbursement of funds advanced to pay for actual eligible PROJECT costs incurred, at least quarterly, using a Progress Payment Voucher to be approved by **STATE**'s District Project Administrator.

C. *Expedited Payments*

Should **RECIPIENT** have a valid Memorandum of Understanding (MOU) for "Expedited Payment" on file with **STATE**'s Accounting Service Center, **RECIPIENT** will, not more frequently than as authorized by that MOU, prepare and submit to **STATE** an Expedited Payment Invoice for reimbursements that are consistent with that MOU, this AGREEMENT, and the applicable PROGRAM SUPPLEMENT. Expedited Payments are subject to policies established in the Caltrans Accounting Manual. One time payments and final payments eligible for expedited pay pursuant to this Section will have ten percent (10%) of each invoice amount withheld until PROJECT completion and **STATE** has evaluated **RECIPIENT**'s performance and made a determination that all requirements assumed under this AGREEMENT and the relevant PROGRAM SUPPLEMENT have been satisfactorily fulfilled by **RECIPIENT**.

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D. *Advance Expenditure of Local Funds*

Government Code section 14529.17 (AB 872) allows public agencies to expend their own funds on certain programmed projects prior to the CTC's allocation of funds, and, upon receipt of CTC approval, to then seek reimbursement for those allowable prior expenditures following execution of a PROGRAM SUPPLEMENT wherein **STATE** acknowledges and accepts those statutorily authorized prior expenditures as a credit towards a required **RECIPIENT** match, (if any) or as eligible PROJECT expenditures for reimbursement.

E. *Travel Reimbursement*

Payments to **RECIPIENT** for PROJECT related travel and subsistence expenses of **RECIPIENT** forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid rank and file State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by **RECIPIENT** are in excess of those authorized DPA rates, then **RECIPIENT** is responsible for the cost difference, and any overpayments inadvertently paid by **STATE** shall be reimbursed to **STATE** by **RECIPIENT** on demand.

F. *Final Invoice*

The PROGRAM SUPPLEMENT Termination Date refers to the last date for **RECIPIENT** to incur valid PROJECT costs or credits and is the date that the PROGRAM SUPPLEMENT expires. **RECIPIENT** has one hundred and eighty (180) days after that Termination Date to make already incurred final allowable payments to PROJECT contractors or vendors, prepare the PROJECT Closeout Report, and submit the final invoice to **STATE** for reimbursement of allowable PROJECT costs before those remaining State funds are unencumbered and those funds are reverted as no longer available to pay any PROJECT costs. **RECIPIENT** expressly waives any right to allowable reimbursements from **STATE** pursuant to this AGREEMENT for costs incurred after that termination date and for costs invoiced to RECIPIENT for payment after that one hundred and eightieth (180th) day following the PROJECT Termination Date.

ARTICLE II – GENERAL PROVISIONS

Section 1. Funding

A. *Local Match Funds*

Subparagraphs "(1) and (2)" within this Section 1.A. apply only to those PROJECTS where the PROJECT funding is programmed to require a local match. (See individual Program Guidelines for specific funding requirements).

(1) Except where specifically allowed by the applicable PROGRAM SUPPLEMENT, reimbursement of and credits for local matching funds will be made or allowed only for

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work performed after the Effective Date of a PROGRAM SUPPLEMENT and prior to the Termination Date unless permitted as local match PROJECT expenditures made prior to the effective date of the PROGRAM SUPPLEMENT pursuant to Government Code section 14529.17 or by an executed SB 2800 Agreement for Local Match Fund Credit.

(2) **RECIPIENT** agrees to contribute at least the statutorily or other required local contribution of matching funds (other than State or federal funds), if any is specified within the PROGRAM SUPPLEMENT or any attachment thereto, toward the actual cost of the PROJECT or the amount, if any, specified in any executed SB 2800 (Streets and Highways Code Section 164.53) Agreement for local match fund credit, whichever is greater. **RECIPIENT** shall contribute not less than its required match amount toward the PROJECT cost in accordance with a schedule of payments as shown in the Project Financial Plan prepared by **RECIPIENT** and approved by **STATE** as part of a PROGRAM SUPPLEMENT.

B. *Funding Contingencies*

Delivery by **STATE** of all funds encumbered to reimburse allowable PROJECT costs pursuant to this AGREEMENT is contingent upon prior budget action by the Legislature, fund allocation by the CTC or the United States Department of Transportation, and submittal by **RECIPIENT** and approval by **STATE** of all PROJECT documentation, including, without limitation, that required by Government Code section 14085. In the event of the imposition of additional conditions, delays, or a cancellation or reduction in funding, as approved by the Legislature, the CTC or the United States Department of Transportation, **RECIPIENT** shall be excused from meeting the time and expenditure constraints set forth in the Project Financial Plan and the Project Schedule to the extent of such delay, cancellation or reduction and the PROGRAM SUPPLEMENT will be amended to reflect the resultant necessary changes in PROJECT funding, scope, or scheduling.

C. *Funds Movement*

RECIPIENT shall not make any proposed changes in any of the four PROJECT expenditure Components (Environmental and Permits, PS&E, Right-of-Way and Construction), including major equipment acquisitions without prior written **STATE** approval. **STATE** will also determine whether those proposed changes are significant enough to warrant CTC review. Specific rules and guidelines regarding this process may be detailed in the applicable CTC Resolutions, including, but not limited to, numbers G-06-04 and G-06-20 or their successors.

Section 2. Audits and Reports

A. *Cost Principles*

(1) **RECIPIENT** agrees to comply with Title 2 Code of Federal Regulations 200 (2 CFR 200), Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

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(2) **RECIPIENT** agrees, and will assure that its contractors and subcontractors will be obligated to agree to follow 2 CFR 200 and it shall be used to determine the allowability of individual Project cost items. Every sub-recipient receiving Project funds as a contractor or sub-contractor under this agreement shall comply with 2 CFR 200.

(3) Any PROJECT costs for which **RECIPIENT** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR 200, are subject to repayment by **RECIPIENT** to **STATE**. Should **RECIPIENT** fail to reimburse moneys due **STATE** within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, **STATE** is authorized to intercept and withhold future payments due **RECIPIENT** from **STATE** or any third-party source, including but not limited to, the State Treasurer, the State Controller and the CTC.

B. *Record Retention*

(1) **RECIPIENT** agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred PROJECT costs and matching funds by line item for the PROJECT. The accounting system of **RECIPIENT**, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **RECIPIENT**, its contractors and subcontractors connected with PROJECT performance under this AGREEMENT and each PROGRAM SUPPLEMENT shall be maintained for a minimum of three (3) years from the date of final payment to **RECIPIENT** under a PROGRAM SUPPLEMENT and shall be held open to inspection, copying, and audit by representatives of **STATE**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **RECIPIENT**, its contractors, and subcontractors upon receipt of any request made by **STATE** or its agents. In conducting an audit of the costs and match credits claimed under this AGREEMENT, **STATE** will rely to the maximum extent possible on any prior audit of **RECIPIENT** pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by **RECIPIENT**'s external and internal auditors may be relied upon and used by **STATE** when planning and conducting additional audits.

(2) For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of **RECIPIENT**'s contracts with third parties pursuant to Government Code section 8546.7, **RECIPIENT**, **RECIPIENT**'s contractors and subcontractors and **STATE** shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such

contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of final payment to **RECIPIENT** under any PROGRAM SUPPLEMENT. **STATE**, the California State Auditor, or any duly authorized representative of **STATE** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a PROJECT for audits, examinations, excerpts, and transactions, and **RECIPIENT** shall furnish copies thereof if requested.

(3) **RECIPIENT**, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **STATE**, for the purpose of any investigation to ascertain compliance with this AGREEMENT.

C. *Quarterly Review*

(1) Subject to the discretion of **STATE**, **RECIPIENT** and **STATE** agree to conduct, on a quarterly basis, on-site reviews of all aspects of the progress of each PROJECT. **RECIPIENT** agrees, during each quarterly progress review, to inform **STATE** regarding:

a. Whether the PROJECT is proceeding on schedule and within budget;
b. Any requested changes to the Project Description, Scope of Work, Project Schedule, Overall Funding Plan, or Project Financial Plan contained in a PROGRAM SUPPLEMENT;
c. Major construction accomplishments during the quarter;
d. Any actual or anticipated problems which could lead to delays in schedule, increased costs or other difficulties;
e. The status of the PROJECT budget; and
f. The status of critical elements of PROJECT.

(2) Quarterly reviews of **RECIPIENT** progress will include consideration of whether reported implementation activities are within the scope of the PROJECT PROGRAM SUPPLEMENT and in compliance with State laws, regulations, and administrative requirements.

Section 3. Special Requirements

A. *California Transportation Commission (CTC) Resolutions*

(1) **RECIPIENT** shall adhere to applicable CTC policies, as may be adopted or amended from time to time, governing eligibility, project management, use of funds including,

but not limited to the "Timely Use of Funds" as stated in Resolution G-06-04, adopted April 26, 2006, addressing the expenditure and reimbursement of TCR funds and Resolution G-09-11, adopted October 14, 2009, to provide guidance for the use of Proposition 116 and STIP funds. All CTC resolutions, and/or successor resolutions in place at the time a PROGRAM SUPPLEMENT is executed, shall be applicable to all state funded projects including, but not limited to Prop 116, STIP, TCR funds, Proposition 1A, and the Road Repair and Accountability Act of 2017, respectively.

(2) **RECIPIENT** shall be bound to the terms and conditions of this AGREEMENT; the PROJECT application contained in the PROGRAM SUPPLEMENT (as applicable); and CTC Resolutions G-06-04, G-09-11 and/or their respective successors in place at the time the PROGRAM SUPPLEMENT is signed (as applicable) and all restrictions, rights, duties and obligations established therein on behalf of **STATE** and CTC shall accrue to the benefit of the CTC and shall thereafter be subject to any necessary enforcement action by CTC or **STATE**. All terms and conditions stated in the aforesaid CTC Resolutions and CTC-approved Guidelines in place at the time the PROGRAM SUPPLEMENT is signed (if applicable) shall also be considered to be binding provisions of this AGREEMENT.

(3) **RECIPIENT** shall conform to any and all permit and mitigation duties associated with PROJECT as well as all environmental obligations established in CTC Resolution G-91-2 and/or its successors in place at the time a PROGRAM SUPPLEMENT is signed, as applicable, at the expense of **RECIPIENT** and/or the responsible party and without any further financial contributions or obligations on the part of **STATE** unless a separate PROGRAM SUPPLEMENT expressly provides funding for the specific purpose of hazardous materials remediation.

(4) **RECIPIENT** acknowledges when the PROGRAM SUPPLEMENT is executed the **RECIPIENT** is to comply with all CTC resolutions as adopted or currently amended as well as the guidelines, and policies applicable to state funded programs (or projects) including, but not limited to, Prop 116, STIP, TCR, Proposition 1A, and the Road Repair and Accountability Act of 2017.

B. ***RECIPIENT*** *Resolution*

(1) **RECIPIENT** has executed this AGREEMENT pursuant to the authorizing **RECIPIENT** resolution, attached as Attachment II to this AGREEMENT, which empowers **RECIPIENT** to enter into this AGREEMENT and which may also empower **RECIPIENT** to enter into all subsequent PROGRAM SUPPLEMENTS adopting the provisions of this AGREEMENT.

(2) If **RECIPIENT** or **STATE** determines that a separate Resolution is needed for each PROGRAM SUPPLEMENT, **RECIPIENT** will provide information as to who the authorized designee is to act on behalf of the **RECIPIENT** to bind **RECIPIENT** with

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regard to the terms and conditions of any said PROGRAM SUPPLEMENT or amendment and will provide a copy of that additional Resolution to **STATE** with the PROGRAM SUPPLEMENT or any amendment to that document.

C. *Termination*

(1) **STATE** reserves the right to terminate funding for any PROGRAM SUPPLEMENT upon written notice to **RECIPIENT** in the event that **RECIPIENT** fails to proceed with PROJECT work in accordance with the PROGRAM SUPPLEMENT, the bonding requirements, if applicable, or otherwise violates the conditions of this AGREEMENT and/or the PROGRAM SUPPLEMENT or the funding allocation such that substantial performance is significantly endangered.

(2) No such termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, **RECIPIENT** either cures the default involved or, if not reasonably susceptible of cure within said thirty (30)-day period, **RECIPIENT** proceeds thereafter to complete the cure in a manner and time line acceptable to **STATE**. Any such termination shall be accomplished by delivery to **RECIPIENT** of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, **RECIPIENT** and **STATE** shall meet to attempt to resolve any dispute.

(3) Following a fund encumbrance made pursuant to a PROGRAM SUPPLEMENT, if **RECIPIENT** fails to expend TCR/GENERAL FUND monies by June 30 of any applicable Fiscal Year that those funds would revert, those funds will be deemed withdrawn and will no longer be available to reimburse PROJECT work unless those funds are specifically made available beyond the end of that Fiscal Year through re-appropriation or other equivalent action of the Legislature and written notice of that action is provided to **RECIPIENT** by **STATE**.

(4) In the event **STATE** terminates a PROGRAM SUPPLEMENT for convenience and not for a default on the part of **RECIPIENT** as is contemplated in C (1) and (2) above of this Section 3, **RECIPIENT** shall be reimbursed its authorized costs up to **STATE**'s proportionate and maximum share of allowable PROJECT costs incurred to the date of **RECIPIENT**'s receipt of that notice of termination, including any unavoidable costs reasonably and necessarily incurred up to and following that termination date by **RECIPIENT** to effect such termination following receipt of that termination notice.

D. *Third Party Contracting*

(1) **RECIPIENT** shall not award a construction contract over $10,000 or other contracts over $25,000 [excluding professional service contracts of the type which are required to

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be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of **STATE**. Contracts awarded by **RECIPIENT**, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

(2) Any subcontract entered into by **RECIPIENT** as a result of this AGREEMENT shall contain the provisions of ARTICLE II – GENERAL PROVISIONS, Section 2. Audits and Reports and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

(3) To be eligible for local match credit, **RECIPIENT** must ensure that local match funds used for the PROJECT meet the General Provisions requirements outlined in this ARTICLE II in the same manner as required of all other PROJECT expenditures.

(4) In addition to the above, the preaward requirements of third party contractor/consultants with local transit agencies should be consistent with Local Program Procedures (LPP-00-05).

E. *Change in Funds and Terms/Amendments*

This AGREEMENT and the resultant PROGRAM SUPPLEMENTS may be modified, altered, or revised only with the joint written consent of **RECIPIENT** and **STATE**.

F. *Project Ownership*

(1) Unless expressly provided to the contrary in a PROGRAM SUPPLEMENT, subject to the terms and provisions of this AGREEMENT, **RECIPIENT**, or a designated subrecipient acceptable to **STATE**, as applicable, shall be the sole owner of all improvements and property included in the PROJECT constructed, installed or acquired by **RECIPIENT** or subrecipient with funding provided to **RECIPIENT** under this AGREEMENT. **RECIPIENT**, or subrecipient, as applicable, is obligated to continue operation and maintenance of the physical aspects of the PROJECT dedicated to the public transportation purposes for which PROJECT was initially approved unless **RECIPIENT**, or subrecipient, as applicable, ceases ownership of such PROJECT property; ceases to utilize the PROJECT property for the intended public transportation purposes; or sells or transfers title to or control over PROJECT and **STATE** is refunded the Credits due **STATE** as provided in paragraph (4) herein below.

(2) Should State bond funds be encumbered to fund any part of a PROJECT under this AGREEMENT, then, at **STATE**'s option, before **RECIPIENT** will be permitted to make any proposed change in use, **RECIPIENT** shall be required to first obtain a determination by Bond Counsel acceptable to the State Treasurer's Office and **STATE**

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that a change in the operation, proportion, or scope of PROJECT as originally proposed by **RECIPIENT** will not adversely affect the tax exempt status of those bonds.

(3) PROJECT right-of-way, PROJECT facilities constructed or reconstructed on a PROJECT site and/or PROJECT property (including vehicles and vessels) purchased by **RECIPIENT** (excluding temporary construction easements and excess property whose proportionate resale proceeds are distributed pursuant to this AGREEMENT) shall remain permanently dedicated to the described public transit use in the same proportion and scope, and to the same extent as mandated in the PROGRAM SUPPLEMENT and related Bond Fund Certification documents, if applicable, unless **STATE** agrees otherwise in writing. Vehicles acquired as part of PROJECT, including, but not limited to, buses, vans, rail passenger equipment and ferry vessels, shall be dedicated to that public transportation use for their full economic life cycle, which, for the purpose of this AGREEMENT, will be determined in accordance with standard national transit practices and applicable rules and guidelines, including any extensions of that life cycle achievable by reconstruction, rehabilitation or enhancements.

(4) (a) Except as otherwise set forth in this Section 4, **STATE**, or any other **STATE**-assignee public body acting on behalf of the CTC, shall be entitled to a refund or credit (collectively the Credit), at **STATE**'s sole option, equivalent to the proportionate PROJECT funding participation received by **RECIPIENT** from **STATE** if **RECIPIENT,** or a sub-recipient, as applicable, (i) ceases to utilize PROJECT for the original intended public transportation purposes or (ii) sells or transfers title to or control over PROJECT. If federal funds (meaning only those federal funds received directly by **RECIPIENT** and not federal funds derived through or from the State) have contributed to the PROJECT, **RECIPIENT** shall notify both **STATE** and the original federal source of those funds of the disposition of the PROJECT assets or the intended use of those sale or transfer receipts.

(b) **STATE** shall also be entitled to an acquisition Credit for any future purchase or condemnation of all or portions of PROJECT by **STATE** or a designated representative or agent of **STATE**.

(c) The Credit due **STATE** will be determined by the ratio of **STATE**'s funding when measured against the **RECIPIENT**'s funding participation (the Ratio). For purposes of this Section 4, the State's funding participation includes federal funds derived through or from **STATE**. That Ratio is to be applied to the then present fair market value of PROJECT property acquired or constructed as provided in (d) and (e) below.

(d) For Mass Transit vehicles, this Credit [to be deducted from the then remaining equipment value] shall be equivalent to the percentage of the full extendable vehicle economic life cycle remaining, multiplied by the Ratio of funds provided for that equipment acquisition. For real property, this same funding Ratio shall be applied

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to the then present fair market value, as determined by **STATE**, of the PROJECT property acquired or improved under this AGREEMENT.

(e) Such Credit due **STATE** as a refund shall not be required if **RECIPIENT** dedicates the proceeds of such sale or transfer exclusively to a new or replacement **STATE** approved public transit purpose, which replacement facility or vehicles will then also be subject to the identical use restrictions for that new public purpose and the Credit ratio due **STATE** should that replacement project or those replacement vehicles cease to be used for that intended described pre-approved public transit purpose.

(1) In determining the present fair market value of property for purposes of calculating **STATE**'s Credit under this AGREEMENT, any real property portions of a PROJECT site contributed by **RECIPIENT** shall not be included. In determining **STATE**'s proportionate funding participation, **STATE**'s contributions to third parties (other than **RECIPIENT**) shall be included if those contributions are incorporated into the PROJECT.

(2) Once **STATE** has received the Credit as provided for above because **RECIPIENT**, or a sub-recipient, as applicable**,** has (a) ceased to utilize the PROJECT for the described intended public transportation purpose(s) for which **STATE** funding was provided and **STATE** has not consented to that cessation of services or (b) sold or transferred title to or control over PROJECT to another party (absent **STATE** approval for the continued transit operation of the PROJECT by that successor party under an assignment of **RECIPIENT**'s duties and obligations), neither **RECIPIENT**, subrecipient, nor any party to whom **RECIPIENT** or subrecipient, as applicable, has transferred said title or control shall have any further obligation under this AGREEMENT to continue operation of PROJECT and/or PROJECT facilities for those described public transportation purposes, but may then use PROJECT and/or any of its facilities for any lawful purpose.

(3) To the extent that **RECIPIENT** operates and maintains Intermodal Transfer Stations as any integral part of PROJECT, **RECIPIENT** shall maintain each station and all its appurtenances, including, but not limited to, restroom facilities, in good condition and repair in accordance with high standards of cleanliness (Public Utilities Code section 99317.8). Upon request of **STATE**, **RECIPIENT** shall also authorize State-funded bus services to use those stations and appurtenances without any charge to **STATE** or the bus operator. This permitted use will include the placement of signs and informational material designed to alert the public to the availability of the State-funded bus service (for the purpose of this paragraph, "State-funded bus service" means any bus service funded pursuant to Public Utilities Code section 99316).

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(4) Special conditions apply to any proposed sale or transfer or change of use as respects PROJECT property, facilities or equipment acquired with tax free State bond funds and **RECIPIENT** shall conform to those restrictions as set forth herein and in said bonds.

G. *Disputes*

STATE and **RECIPIENT** shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, **RECIPIENT** shall submit to the **STATE's** Project Manager or designee a written demand for a decision regarding the disposition of any dispute arising under this agreement. The Department's Program Manager shall make a written decision regarding the dispute and will provide it to the fund **RECIPIENT**. The fund **RECIPIENT** shall have an opportunity to challenge the Department's Program Manager determination but must make that challenge in writing within ten (10) working days to the Department's Senior Project Manager or his/her designee. [If the fund **RECIPIENT** challenge is not made within the ten (10) day period, the Department's Senior Project Manager's decision shall become the final decision of the **STATE**.] **STATE** and **RECIPIENT** shall submit written, factual information and supporting data in support their respective positions. The decision of the Department's Senior Project Manager's or his/her designee shall be final, conclusive and binding regarding the dispute, unless **RECIPIENT** commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

H. *Hold Harmless and Indemnification*

(1) Neither **STATE** nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by **RECIPIENT**, its agents and contractors under or in connection with any work, authority, or jurisdiction delegated to **RECIPIENT** under this AGREEMENT or any PROGRAM SUPPLEMENT or as respects environmental clean-up obligations or duties of **RECIPIENT** relative to PROJECT. It is also understood and agreed that, **RECIPIENT** shall fully defend, indemnify and hold the CTC and **STATE** and their officers and employees harmless from any liability imposed for injury and damages or environmental obligations or duties arising or created by reason of anything done or imposed by operation of law or assumed by, or omitted to be done by **RECIPIENT** under or in connection with any work, authority, or jurisdiction delegated to **RECIPIENT** under this AGREEMENT and all PROGRAM SUPPLEMENTS.

(2) **RECIPIENT** shall indemnify, defend and hold harmless **STATE**, the CTC and the State Treasurer relative to any misuse by **RECIPIENT** of State funds, PROJECT property, PROJECT generated income or other fiscal acts or omissions of **RECIPIENT**.

I. *Labor Code Compliance*

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RECIPIENT shall include in all subcontracts awarded using PROJECT funds, when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code §§ 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective the date of Contract award by the **RECIPIENT**.

J. *Non-Discrimination*

(1) In the performance of work under this AGREEMENT, **RECIPIENT**, its contractor(s) and all subcontractors, shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age, marital status, family and medical care leave, pregnancy leave, and disability leave. **RECIPIENT**, its contractor(s) and all subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. **RECIPIENT**, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of **RECIPIENT**'s contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

(2) Should federal funds be constituted as part of PROJECT funding or compensation received by **RECIPIENT** under a separate Contract during the performance of this AGREEMENT, **RECIPIENT** shall comply with this AGREEMENT and with all federal mandated contract provisions as set forth in that applicable federal funding agreement.

(3) **RECIPIENT** shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

K. *State Fire Marshal Building Standards Code*

The State Fire Marshal adopts building standards for fire safety and panic prevention. Such regulations pertain to fire protection design and construction, means of egress and adequacy of exits, installation of fire alarms, and fire extinguishment systems for any State-owned or State-occupied buildings per section 13108 of the Health and Safety Code. When applicable, **RECIPIENT** shall request that the State Fire Marshal review PROJECT PS&E to ensure PROJECT consistency with State fire protection standards.

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L. *Americans with Disabilities Act*

By signing this Master Agreement, **RECIPIENT** assures **STATE** that **RECIPIENT** shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

M. *Access for Persons with Disabilities*

Disabled access review by the Department of General Services (Division of the State Architect) is required for all publicly funded construction of buildings, structures, sidewalks, curbs and related facilities. RECIPIENT will award no construction contract unless **RECIPIENT**'s plans and specifications for such facilities conform to the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

N. *Disabled Veterans Program Requirements*

(1) Should Military and Veterans Code sections 999 et seq. be applicable to **RECIPIENT**, **RECIPIENT** will meet, or make good faith efforts to meet, the 3% Disabled Veterans Business Enterprises goals (or **RECIPIENT**'s applicable higher goals) in the award of every contract for PROJECT work to be performed under these this AGREEMENT.
(2) **RECIPIENT** shall have the sole duty and authority under this AGREEMENT and each PROGRAM SUPPLEMENT to determine whether these referenced code sections are applicable to **RECIPIENT** and, if so, whether good faith efforts asserted by those contractors of **RECIPIENT** were sufficient as outlined in Military and Veterans Code sections 999 et seq.

O. *Environmental Process*

Completion of the PROJECT environmental process ("clearance") by **RECIPIENT** (and/or **STATE** if it affects a State facility within the meaning of the applicable statutes) is required prior to requesting PROJECT funds for right-of-way purchase or construction. No State agency may request funds nor shall any State agency, board or commission authorize expenditures of funds for any PROJECT effort, except for feasibility or planning studies, which may have a significant effect on the environment unless such a request is accompanied with all appropriate documentation of compliance with or exemption from the California Environmental Quality Act (CEQA) (including, if as appropriate, an environmental impact report, negative declaration, or notice of exemption) under California Public Resources Code section 21080(b) (10), (11), and (12) provides an exemption for a passenger rail project that institutes or increases passenger or commuter services on rail or highway rights-of-way already in use.

P. *Force Majeure*

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Each party will be excused from performance of its obligations where such non-performance is caused by any extraordinary event beyond its reasonable control, such as any non-appealable order, rule or regulation of any federal or state governmental body, fire, flood, earthquake, storm, hurricane or other natural disaster, epidemic, pandemic, war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption, provided that the party excused hereunder shall use all reasonable efforts to minimize its non-performance and to overcome, remedy or remove such event in the shortest practical time.

Should a force majeure event occur which renders it impossible for a period of forty-five (45) or more consecutive days for either party to perform its obligations hereunder, the Parties agree to negotiate in good faith to amend the existing Master Agreement or Supplemental Agreement to deal with such event and to seek additional sources of funding to continue the operation of the Service.

ARTICLE III – SPECIAL PROVISIONS

Section 1. Bond Provisions (Applicable only to State Bond Funding encumbered against a specific Program Supplement).

A. *General Bond Provisions*

(1) If **RECIPIENT** enters into a management contract with a private party (including AMTRAK) for operation of rail, ferry or other transportation services in connection with PROJECT, **RECIPIENT** will obtain prior approval from Bond Counsel acceptable to **STATE** that the terms of that management contract meet the requirements of Internal Revenue Service Revenue Procedure 97-13 (as supplemented or amended) or any successor thereto (dealing generally with guidelines for when management contracts may be deemed not to create a "private use" of bond-financed property) or are otherwise acceptable. **RECIPIENT** must also be prepared to certify, upon request of **STATE**, that the revenues which **RECIPIENT** (or its manager) will receive directly from the operation of transportation services in connection with PROJECT (but not including any subsidy of the transportation operation from taxes or other outside fund sources) are, for any fiscal year, less than the ordinary and necessary expenses directly attributable to the operation and maintenance of the transportation system (excluding any overhead or administrative costs of **RECIPIENT**).

(2) Except as provided in this Article III, A (1), **STATE** and **RECIPIENT** agree that any costs of PROJECT acquired or constructed by **RECIPIENT** allocable to portions of PROJECT which are subject to any property interests held by a non-governmental person(s) in connection with business activities, such as easements, leases, or fee interests, not generally enjoyed by the public (hereinafter referred to as "Non-Governmentally Used Property" or "NUP") shall require the prior approval of **STATE** and the State Treasurer, as applicable. If **RECIPIENT** receives any revenues or profits

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from any NUP activities allowed pursuant to this Article (whether approved at this time or hereafter approved by **STATE**), **RECIPIENT** agrees that such revenues or profits shall be used exclusively for the public transportation services for which PROJECT was initially approved, either for capital improvements or operating costs. If **RECIPIENT** does not so dedicate those revenues or profits, a proportionate share shall (unless disapproved by Bond Counsel) be paid to **STATE** equivalent to the Ratio of **STATE**'s percentage of participation in PROJECT.

(3) Notwithstanding the foregoing, **RECIPIENT** may be authorized to receive an allocation of bond proceeds for NUP activity, in an amount not to exceed the amount specified in the PROGRAM SUPPLEMENT, if **RECIPIENT** submits a certified bond certification questionnaire to the **STATE**, and both the **STATE** and the State Treasurer approve the private activities contained therein.

(4) **RECIPIENT** shall not loan any portion of bond proceeds funding PROJECT to any private (including nonprofit) person or business. For this purpose, a "loan" includes any arrangement that is the economic equivalent of a loan, regardless of how it is named.

(5) Delivery by **STATE** of any bond funds is contingent on the sale of bonds by the State Treasurer. **STATE** shall not be held liable for any resulting damage or penalty to **RECIPIENT** in the event bond sales are delayed, canceled, or downsized or other AGREEMENT funds are restricted, limited or otherwise conditioned by acts of Congress, the Internal Revenue Service, the United States Department of Transportation, the Legislature, or the CTC.

(6) **RECIPIENT** shall, for the purposes of any State bond funded right of way acquisition which will become a permanent part of PROJECT (such acquisitions exclude temporary construction easements, property allocated to matching funds, and excess property purchased with State funds whose resale proceeds are returned or credited to **STATE**), maintain ownership of such PROJECT property for a minimum of twenty years or until the bonds have matured, whichever occurs first, before transferring or selling such property (subject to all refunds or Credits due **STATE** as provided hereinabove).

(7) Where **RECIPIENT**'s PROJECT includes a commuter rail PROJECT within the meaning of Proposition 116, **RECIPIENT** shall coordinate and share with other public transit operators any rail rights-of-way, common maintenance services and station facilities used for intercity and commuter rail. Intercity and commuter rail services shall be coordinated with each other, with other providers and with freight traffic to provide integrated rail passenger and freight services with minimal conflict.

(8) **RECIPIENT** agrees that all passenger vehicles, rail, and water borne ferry equipment, and all facilities acquired or constructed with Proposition 116 bond funds shall be accessible to persons with physical disabilities, including wheelchair users, at all stops, stations and terminals, whether or not staffed.

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(9) NUP shall, for accounting and bookkeeping purposes, first be allocated to funding sources other than the State bond funds. For purposes of making such allocations, the costs attributable to NUP involving a sale, easement, lease or similar arrangement shall be determined on the basis of a fair allocation of value, which may include determinations based upon square meters/feet of the area encumbered by the NUP lease or easement relative to the total area acquired or constructed if all such area is of approximately equal value.

(10) NUP will include, but is not limited to, property which is sold (including sales of air and subsurface rights), and property subject to easements, leases or similar rights. A rail right of way will not be treated as NUP solely as a result of a Freight Use Easement retained by the seller of the right of way to **RECIPIENT**, provided that the sales agreement appropriately excludes the Freight Use Easement from the property or rights being acquired. Further, notwithstanding anything in this Article III to the contrary, **RECIPIENT** may allocate grant funds to the cost of any NUP if (a) neither **RECIPIENT** nor any other governmental entity will receive, directly or indirectly, any payments from or on behalf of the non-governmental user of the NUP, or (b) the payment from such user does not exceed the operation and maintenance costs fairly attributable or allocable to the non-governmental use of the NUP.

(11) **RECIPIENT** shall request, in writing, **STATE**'s advance approval if PROJECT funds are to be allocated to any NUP except "incidental use" property described below. If property, the costs of which have previously been allocated to PROJECT funds, is to become NUP before the State bond funds are fully paid or redeemed, then **RECIPIENT** may allocate the costs of such property to another funding source as provided or obtain **STATE**'s approval that the allocation of the costs of such property to the bond funds may remain. It is anticipated that **STATE**'s approval will be granted if, taking into account the existing and expected uses of the proceeds of the State bonds, **STATE** determines that the continued tax-exempt status of the State bonds will not be adversely affected and that the use of the property is consistent with PROJECT and its described purpose.

(12) For purposes of these fund source allocations, **RECIPIENT** does not have to consider NUP as including those "incidental uses" of PROJECT (for example, advertising billboards, vending machines, telephones, etc.) which meet the applicable requirements of federal tax regulations (IRS Notice 87-69 or any successor thereto). In general, such Notice requires that the incidental use not be physically separated from the rest of PROJECT and not comprise, in the aggregate, more than 2-1/2% of the total costs of PROJECT.

Section 2. TCRP PROJECTS

The TRAFFIC CONGESTION RELIEF (TCR) ACT OF 2000 (the "ACT"), was added (in Chapter 4.5, commencing with section 14556) to part 5.3 of Division 3 of Title 2 of the

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Government Code by AB 2928 and SB 406, as amended by SB 1662 and AB 1705. As directed by the ACT and the CTC established Guidelines (as set out in CTC Resolution G-06-04), and as those Guidelines may be amended prior to the execution of a future PROGRAM SUPPLEMENT, said Guidelines shall apply to each TCRP funded PROJECT. By this reference, those Guidelines are made an express part of this AGREEMENT and shall apply to each TCRP funded PROJECT. **RECIPIENT** will cause its specific TCRP mandated Resolution to be attached as part of any TCRP funded PROGRAM SUPPLEMENT as a condition precedent to the acceptance of TCR ACT funds for that PROJECT.

Section 3. PROJECT MANAGEMENT

(1) **STATE's** PROJECT administrator for this AGREEMENT shall be the chief of the State Transit Grants Branch of the Division of Local Assistance. **RECIPIENT**'s General Manager, Executive Director or a Designee as named in writing to **STATE** following execution of this AGREEMENT shall be the administrator acting for **RECIPIENT**.

(2) PROGRAM SUPPLEMENT administrators for **STATE** shall be the applicable District Division Chief for Planning and for **RECIPIENT**, the designee named in the applicable PROGRAM SUPPLEMENT.

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IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT by their duly authorized officers.

STATE OF CALIFORNIA **DEPARTMENT OF TRANSPORTATION** **DIVISION OF LOCAL ASSISTANCE**	**RIVERSIDE COUNTY** **TRANSPORTATION COMMISSION**
BY: _____	**BY:** _____
Marlon Flournoy, Deputy Director Planning and Modal Programs	Aaron Hake Executive Officer

APPROVED AS TO FORM AND PROCEDURE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

BY: _____

Attorney, California Department of Transportation

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ATTACHMENT I

CTC RESOLUTION G-91-2
Passed by the CTC on February 21, 1991

CALIFORNIA TRANSPORTATION COMMISSION
RESOLUTION G-9l-2
Commission Policy Resolution for Hazardous Waste Identification and Cleanup for Rail Right-of-Way

WHEREAS, the Commission has programmed funding for rail right-of-way acquisition in the 1990 State Transportation Improvement Program and may allocate funds for rail right-of-way acquisition from the Clean Air and Transportation Improvement Act; and

WHEREAS, hazardous wastes, based upon federal and state statutes and regulations, include but are not limited to such categories as heavy metals, (e.g., lead), inorganic (e.g., excessive mineral levels) and organic compounds (e.g., petroleum products), and can occur on a property's surface and subsurface; and

WHEREAS, rail properties often have hazardous wastes exceeding State of California and federal hazardous waste standards; and

WHEREAS, such properties contaminated with hazardous wastes require mitigation prior to using them for rail purposes; and

WHEREAS, hazardous wastes discovered on rail property may significantly impact property value, project scheduling and future liability for the grant applicant; and

WHEREAS, the Commission must be assured that acquisition of rail properties have been fully reviewed by the grant applicant, and if warranted, the grant applicant has tested for hazardous wastes; and

WHEREAS, if hazardous wastes exist, the Commission must be assured that the hazardous wastes identified has either been cleaned up, or financial responsibility for the cleanup has been determined prior to title transfer to the grant applicant, or easement has been secured in lieu of purchasing the property, and the subsurface rights and liability for hazardous wastes remain with the property seller; and

WHEREAS, hazardous wastes identified subsequent to title transfer to the grant applicant will be cleaned up by the seller or a mechanism to recover clean-up-costs is established and executed as a condition prior to title transfer; and

WHEREAS, full due diligence is necessary in discovering hazardous waste and is an essential element in acquiring rail right-of-way properties by the grant applicant; and

NOW THEREFORE BE IT RESOLVED, that acquisition of all rail right-of-way properties will be fully investigated by the grant applicant to determine the absence/presence of hazardous wastes. Investigations shall be conducted in accordance to the standards and practices of the local, state and/or federal regulatory agencies having jurisdiction and by personnel adequately trained in hazardous waste investigation; and

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-2-

BE IT FURTHER RESOLVED, that all properties, discovered with hazardous wastes, which exceed the federal/state standards, will be cleaned up to the satisfaction of the responsible local, state and/or federal regulatory agency. The appropriate regulatory agency shall certify to grant applicant that the cleanup has been completed; and

BE IT FURTHER RESOLVED, that the grant applicant will certify by formal resolution to the Commission that all reasonable steps have been completed to assure full due diligence in the discovery of hazardous waste has been achieved during the acquisition of rail right-of-way and the state is held harmless from cleanup liability or damages, both present and future; and

BE IT FURTHER RESOLVED, that the grant applicant will certify by formal resolution that it will not seek further state funding, for cleanup, damages, or liability cost associated with hazardous wastes on or below acquired property's surface; and

BE IT FURTHER RESOLVED, that the grant applicant will certify to the Commission:

- that all rail right-of-way acquisition properties have been investigated and have been found clean;
- or that the cleanup of discovered hazardous waste has been completed prior to acquisition of the property;
- or that the grant applicant has obtained permanent easement and the subsurface rights and liability and full responsibility to pay for and remove such hazardous waste remains with the seller in conformance with applicable State and Federal law;
- or if hazardous wastes are known to exist prior to acquisition and if the applicant determines that time is of the essence for acquisition, then and in that event, an enforceable agreement will be entered into requiring the responsible party(ies) to clean all hazardous wastes by a date certain, with the option of funds sufficient for the clean-up costs deposited in escrow by the seller.

In the event of failure to clean up by the date determined, the recipient of the grant will make full restitution to the **STATE** for its participation. This resolve does not preclude the recipient from requesting re-allocation not to exceed the refunded amount after the hazardous waste(s) have been fully removed from the subject site; and

BE IT FURTHER RESOLVED, that the grant applicant will certify to the Commission that the seller from whom properties have been acquired retain liability for any hazardous waste investigation and/or cleanup, and damages discovered subsequent to the transfer of title; and

BE IT FURTHER RESOLVED, the Commission declares all future liability resulting from hazardous wastes remain with the seller or the grant applicant, not the state, and the grant applicant has been indemnified by the seller for any costs resulting from failure to eliminate hazardous wastes; and

BE IT FURTHER RESOLVED, no state funds will be made available for any future costs associated with cleanup; damages, or liability costs associated with hazardous wastes on or below the acquired property's surface.

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ATTACHMENT II

(INSERT AGENCY BOARD RESOLUTION)

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RESOLUTION NO. 26-004

RESOLUTION OF THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION REGARDING AUTHORIZATION FOR THE EXECUTION OF A MASTER AGREEMENT, AND PROGRAM SUPPLEMENTS FOR TIRCP-FUNDED PROJECTS

WHEREAS, the Riverside County Transportation Commission (RCTC) may receive Transit and Intercity Rail Capital Program (TIRCP) funding from the California Department of Transportation (Department) now or sometime in the future for transit projects; and

WHEREAS, substantial revisions were made to the programming and funding process for the transportation projects programmed in TIRCP, by Chapter 36 (SB 862) of the Statutes of 2014; and

WHEREAS, the statutes related to TIRCP-funded transit projects require a local or regional implementing agency to execute an agreement with the Department before it can be reimbursed for project expenditures; and

WHEREAS, the Department utilizes Master Agreements for TIRCP-Funded Transit Projects, along with associated Program Supplements, for the purpose of administering and reimbursing state transit funds to local agencies; and

WHEREAS, the RCTC wishes to delegate authorization to execute these agreements and any amendments thereto to the Executive Director, or his or her designee.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the RCTC that:

Section 1. RCTC finds and determines that the foregoing recitals are true and correct and makes them an effective part of this Resolution by incorporating them herein by reference.

Section 2. RCTC, the fund recipient, agrees to comply with all conditions and requirements set forth in the Master Agreement and applicable statutes, regulations and guidelines for all TIRCP-funded transit projects.

Section 3. RCTC's Executive Director or his or her designee is authorized to execute the Master Agreement, all Award Agreements, and all Program Supplements for TIRCP-Funded Transit Projects and any Amendments thereto with the California Department of Transportation.

Section 4. This Resolution is effective immediately upon its adoption and approval.

AGENCY BOARD DESIGNEE:

APPROVED AND ADOPTED this 8th day of April 2026

_____
Raymond Gregory, RCTC Chair

_____
Lisa Mobley, Clerk of the Board

RCTC No: 26-25-064-00

California State Transportation Agency

Transit and Intercity Rail Capital Program

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Grant Recipient:

Riverside County Transportation Commission

CalSTA Transit and Intercity Rail Capital Program Administered by:

California Department of Transportation
Division of Local Assistance
1120 N Street, Room 3300
P.O. Box 942874, MS-39
Sacramento, California 94274-0001

TABLE OF CONTENTS

RECITALS 4

ARTICLE I - DEFINITIONS 5

ARTICLE II – TIRCP PROJECTS AND ADMINISTRATION 7

Section 1. TIRCP Projects and Project Management 7

Section 2. Program Supplement 8
A. General 8
B. Project Overrun 10
C. Cost Savings and Project Completion 10
D. Scope of Work 11
E. Program Supplement Amendments 11

Section 3. Allowable Costs and Payments 11
A. Allowable Costs and Progress Payment Invoice 11
B. Final Invoice 12

ARTICLE III – GENERAL PROVISIONS 12

Section 1. Funding 12

Section 2. Audits and Reports 13
A. Cost Principles 13
B. Record Retention 13
C. Reporting Requirements 14

Section 3. Special Requirements 16
A. California Transportation Commission Resolutions 16
B. Recipient Resolution 16
C. Termination 17
D. Third Party Contracting 18
E. Change in Funds and Terms/Amendments 18
F. Project Ownership 18
G. Disputes 21
H. Hold Harmless and Indemnification 22
I. Labor Code Compliance 22
J. Non-Discrimination Clause 22
K. State Fire Marshal Building Standards Code 23
L. Americans with Disabilities Act 24
M. Access for Persons with Disabilities 24
N. Disabled Veterans Program Requirements 24
O. Environmental Process 24
P. Force Majeure 25

ARTICLE IV – MISCELLANEOUS PROVISIONS 25

Section 1. Miscellaneous Provisions 25
A. Successor Acts 25
B. Successor and Assigns to the Parties 25

DRAFT

C. Notice 26
D. Amendment 26
E. Representation and Warranties of the Parties 26
F. Construction, Number, Gender and Captions 28
G. Complete Agreement 28
H. Partial Invalidity 28
I. Conflicts 28
J. Counterparts 29
K. Governing Law 29

Appendix A - TIRCP PROGRAM GUIDELINES AND DEPARTMENT DELEGATION 30

Appendix B - RECIPIENT'S RESOLUTION 31

DRAFT

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Effective Date of this Agreement: January 1, 2026 or upon final signature, whichever is later

Termination Date of this Agreement: January 1, 2036

Recipient: Riverside County Transportation Commission

Application Funding: The Greenhouse Gas Reduction Fund, Senate Bill 1 Fund, and General Fund are the applicable funding sources covered by this Agreement and will be identified in each specific Program Supplement, adopting the terms of this Agreement.

RECITALS

1. WHEREAS, The Global Warming Solutions Act of 2006, codified at Cal. Health & Safety C. § 38500 et seq. (the "Act") (Assembly Bill [AB] 32, Nunez, Chapter 488) created a comprehensive program to reduce greenhouse gas emissions in California. The Act required California to reduce greenhouse gases to 1990 levels by 2020, and to maintain and continue reductions beyond 2020. In March 2012, Governor Brown signed Executive Order B-16-2012 affirming a long-range climate goal for California to reduce greenhouse gases from the transportation sector to 80 percent below 1990 levels by 2050.

2. WHEREAS, the Cap-and-Trade Program is a key element in California's climate plan. It creates a limit on the emissions from sources responsible for 85 percent of California's greenhouse gas emissions, establishes the price signal needed to drive long-term investment in cleaner fuels and more efficient use of energy, and gives covered entities flexibility to implement the lowest-cost options to reduce greenhouse gas emissions.

3. WHEREAS, in 2012, the Legislature passed and Governor Brown signed into law three bills, AB 1532 (Pérez, Chapter 807, Statutes of 2012), Senate Bill (SB) 535 (De León, Chapter 830, Statutes of 2012), and SB 1018 (Budget and Fiscal Review Committee, Chapter 39, Statutes of 2012), that established the Greenhouse Gas Reduction Fund (GGRF) to receive proceeds from the distribution of allowances via auction and provided the framework for how those auction proceeds will be appropriated and expended. These statutes require that expenditures from the

GGRF be used to facilitate the achievement of greenhouse gas emission reductions and further the purposes of the Act.

4. WHEREAS, in 2017, the Legislature passed and Governor Brown signed into law the Road Repair and Accountability Act of 2017 SB 1, which directed additional funding to the Transit and Intercity Rail Capital Program (TIRCP).

5. WHEREAS, TIRCP is funded pursuant to Public Resources Code section 75220 et seq. and Health and Safety Code section 39719 et seq.

6. WHEREAS, as directed by Cal. Pub. Resources C. sections 75223, 75224, CalSTA has established and updated TIRCP Program Guidelines that describe the policy, standards, criteria, and procedures for the development, adoption and management of the TIRCP Program.

7. WHEREAS, Recipient submitted an application, been evaluated and selected by CalSTA in accordance with the TIRCP Program Guidelines.

8. WHEREAS, on August 17, 2015, CalSTA delegated the administration of the TIRCP Program to the Department pursuant to the TIRCP Program Guidelines and the Department's policies and procedures for the administration of similar grant programs.

9. NOW THEREFORE, in consideration of the recitals and the rights, duties and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

10. This Agreement, entered into effective as of the date set forth above, is between the signatory public entity identified hereinabove, (hereinafter referred to as Recipient), and the STATE OF CALIFORNIA, acting by and through the California Department of Transportation (hereinafter referred to as DEPARTMENT), and subject to the approval of the California State Transportation Agency (CalSTA).

ARTICLE I - DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings specified herein.

1.1 "Act" refers to the Global Warming Solutions Act of 2006 (the "Act") (Assembly Bill [AB] 32, Nunez, Chapter 488) codified at Cal. Health & Safety C. §§ 38500 et seq.

1.2 "Agreement" shall mean this Agreement, inclusive of all appendices and Program Supplements, whereby the Department, on behalf of CalSTA, and pursuant to the Act and as set forth herein, administers the TIRCP Program.

1.3 "Award Agreement" shall mean a project-specific subcontract to this agreement executed following Project award and may include Project specific information, expected outcomes, and deliverables.

1.4 "California Department of Transportation" or "Caltrans" or "Department" or "State" means the State of California, acting by and through its Department of Transportation of the State of the State of California, and any entity succeeding to the powers, authorities and responsibilities of the Department invoked by or under this Agreement or the Program Supplements.

1.5 "California Transportation Commission" or "CTC" shall refer to the commission established in 1978 by Assembly Bill 402 (Chapter 1106, Statutes of 1977).

1.6 "Effective Date" means the date set forth on page 4 of this Agreement.

1.7 "Greenhouse Gas Reduction Funds" or "GGRF" shall mean the funds subject to Chapter 26, Statutes of 2014, authorizing the State to fund capital improvements and operational investments for California's transit systems and intercity, commuter, and urban rail systems.

1.8 "Senate Bill 1" or "SB 1" shall mean the funds subject to Chapter 5, Statutes of 2017, authorizing the State to fund capital improvements and investments for California's transit systems and intercity, commuter, and urban rail systems.

1.9 "General Fund" shall mean the funds subject to Chapters 21, 69, and 240, Statutes of 2021, authorizing the State to fund capital improvements and investments for California's transit systems and intercity, commuter, and urban rail systems.

1.10 "Overall Funding Plan" has the meaning set forth in Article II, Section 2(A)(5)(c).

1.11 "Program Guidelines" shall mean the policy, standards, criteria, and procedures for the development, adoption and management of the TIRCP Projects established by CalSTA and provided in Appendix A.

1.12 "Program Supplement" shall mean a project-specific subcontract to this Agreement that is executed following a CTC approved action and includes all Project specific information needed to encumber funding and shall include

expected outcomes and deliverables. Also referred to as Project Supplement Agreement.

1.13 "Program Supplement Last Expenditure Date" and refers to the last date for Recipient to incur valid Project costs or credits.

1.14 "Program Supplement Termination" shall occur when the Recipient's obligations have been fully performed as set forth in Article II, Section 2D and Article III, Section 3(C)(2) or when terminated by convenience as set forth in Article III, Section 3(C)(1).

1.15 "Project" shall mean the project identified in Recipient's application.

1.16 "Project Closeout Report" shall have the meaning set forth in Article II, Section 3(B).

1.17 "Project Financial Plan" shall have the meaning set forth in Article II, Section 2(A)(5)(d).

1.18 "Progress Payment Invoice" shall have the meaning set forth in Article II, Section 3A.

1.19 "Project Schedule" has the meaning set forth in Article II, Section 2(A)(5)(b).

1.20 "Scope of Work" has the meaning set forth in Article II, Section 2(A)(5)(a).

1.21 "Secretary" shall mean the Secretary of the California State Transportation Agency (CalSTA). Unless the context otherwise requires, any reference to the Secretary includes CalSTA and its officers and employees.

1.22 "State" shall mean the State of California.

1.23 "TIRCP Projects" shall mean projects that are selected and funded pursuant to the Transit and Intercity Rail Capital Program.

ARTICLE II – TIRCP PROJECTS AND ADMINISTRATION

Section 1. TIRCP Projects and Project Management

1. TIRCP Projects, pursuant to the Act, are established by CalSTA in accordance with the TIRCP Program Guidelines. Under delegation from CalSTA, the Department will administer the TIRCP Program in accordance with the TIRCP Program Guidelines and best management practices identified in the administration of similar Department grant programs.

2. By this reference, TIRCP Program Guidelines are made an express part of this Agreement and shall apply to each TIRCP Program funded Project as may be amended or updated. Recipient will cause its specific TIRCP mandated Resolution to be attached as part of any TIRCP funded Program Supplement as a condition precedent to the acceptance of GGRF, SB 1, and/or General Funds (upon availability and allocation), for such project.

3. All inquiries during the term of this Agreement and any applicable Program Supplement will be directed to the project representatives identified below:

State's Project Administrator:	Recipient's Project Administrator:
California Department of Transportation	Riverside County Transportation Commission
Ezequiel Castro	Aaron Hake
Chief, Capital Southern Branch	Executive Director
Phone: (916) 654-8012	(951) 787-7141
Email: ezequiel.castro@dot.ca.gov	ahake@rctc.org

Section 2. Program Supplement

A. *General*

1. This Agreement shall have no force and effect with respect to the Project unless and until a separate Project specific program supplement hereinafter referred to as "Program Supplement," adopting all of the terms and conditions of this Agreement has been fully executed by both State and Recipient.

2. Recipient agrees to complete the defined scope of work for the Project, described in the Program Supplement adopting all of the terms and conditions of this Agreement.

3. A financial commitment of actual funds will only occur in each detailed and separate Program Supplement. No funds are obligated by the prior execution of this Agreement alone.

4. Recipient further agrees, as a condition to the release and payment of the funds encumbered for the scope of work described in each Program Supplement, to comply with the terms and conditions of this Agreement and all the agreed-upon special covenants and conditions attached to or made a part of the Program Supplement identifying and defining the nature of that specific scope of work.

5. The Program Supplement shall include a detailed scope of work, which shall include but not be limited to, a Project Description, a Project Schedule, an Overall Funding Plan, and a Project Financial Plan as required in the TIRCP Program Guidelines.

a. The Scope of Work shall include a detailed description of the Project and will itemize the major tasks and their estimated costs.

b. The Project Schedule shall include major tasks and/or milestones and their associated beginning and ending dates and duration.

c. The Overall Funding Plan shall itemize the various Project Components, the committed funding program(s) or source(s), and the matching funds to be provided by Recipient and/or other funding sources, if any [these Components include Environmental and Permits; Plans, Specifications and Estimates (PS&E); Right-of-Way (ROW); and Construction (including transit vehicle acquisition)].

d. The Project Financial Plan shall identify estimated expenditures for the Project Component by funding source, provided that for the purposes of this Agreement the State is only monitoring compliance for expenditures for the TIRCP, including but not limited to GGRF, SB 1 and/or General Funds allocated for the Project Component.

6. Adoption and execution of the Program Supplement by Recipient and State, incorporating the terms and conditions of this Agreement into the Program Supplement as though fully set forth therein, shall be sufficient to bind Recipient to these terms and conditions when performing the Project. Unless otherwise expressly delegated to a third-party in a resolution by Recipient's governing body, which delegation must be expressly assented to and concurred in by State, the Program Supplement shall be managed by Recipient.

7. The estimated cost and scope of the Project will be as described in the applicable Program Supplement. The State shall not participate in any funding for the Project beyond those amounts actually encumbered by the STATE as evidenced in the applicable Program Supplement unless the appropriate steps are followed and approval is granted by the CTC as described below.

8. Upon the stated expiration date of this Agreement, any Program Supplement executed under this Agreement for the Project with obligations yet to be completed pursuant to the approved Project Schedule, deliverables, and reporting requirements shall be deemed to extend the term of this Agreement only to conform to the specific Project termination or completion date, including completion of deliverables and reporting requirements, contemplated by the

applicable Program Supplement to allow that uncompleted Project to be administered under the extended terms and conditions of this Agreement.

9. Total project cost includes the cost of a project for all phases (Plans, Specifications, and Estimates (PS&E), Project Approval and Environmental Document (PA&ED) Right-of-Way (ROW), and Construction (CON) including rolling stock) of a Project from start to finish.

B. *Project Overrun*

1. If Recipient or the State determine, at any time during the performance of the Project, that the Project budget may be exceeded, Recipient shall take the following steps:

a. Notify the designated State representative of the nature and projected extent of the overrun and, within a reasonable period thereafter, identify and quantify potential cost savings or other measures which Recipient will institute to bring the Project Budget into balance; and

b. Identify the source of additional Recipient or other third-party funds that can be made available to complete Project. Recipient agrees that the allocation of the GGRF, SB 1 and/or General Funds is subject to the allocation proposed by the CalSTA, submitted by the State, and approved by the CTC.

C. *Cost Savings and Project Completion*

1. Recipient is encouraged to evaluate design and construction alternatives that would mitigate the costs of delivering the commitments for the Project. Recipient shall take all steps necessary on a commercially reasonable basis that would generally be taken in accordance with best management practices. In determining cost savings, the Parties shall take into account all avoided costs, including avoided design, material, equipment, labor, construction, testing, acceptance and overhead costs and avoided costs due to time savings, and all the savings in financing costs associated with such avoided costs.

2. If there is an identification and implementation of any CalSTA approved alternative resulting in reduction of the Project costs, the parties agree that the recipient shall provide a prorated share of Project or TIRCP funded Project component cost savings based on the overall project match to the Department no later than 30 days after the submission of the final invoice. Subject to CalSTA's approval, savings may be used towards another project component or towards increasing project benefits that are consistent with the original project award while maintaining the overall project match referenced in the project award and program supplements.

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3. Program supplements will indicate the Project or Component proration of funding match.

4. The Recipient agrees to complete the Project and accepts sole responsibility for the payment of any cost increases. If either the Project or the funded components are not completed, the Recipient shall bear the burden of full TIRCP funds reimbursement to the Department.

D. Scope of Work

1. Recipient shall be responsible for complete performance of the work described in the approved Program Supplement for the Project related to the commitment of encumbered funds. All work shall be accomplished in accordance with the applicable provisions of the Act, Public Utilities Code, the Streets and Highways Code, the Government Code, and other applicable statutes and regulations.

2. Recipient acknowledges and agrees that Recipient is the sole control and manager of the Project and its subsequent employment, operation, repair and maintenance for the benefit of the public. Recipient shall be solely responsible for complying with the funding and use restrictions established by (a) the statutes from which the GGRF, SB1, and General Funds are derived, (b) the CTC, (c) the State Treasurer, (d) the Internal Revenue Service, (e) the applicable Program Supplement, and (f) this Agreement.

3. Recipient acknowledges and agrees that the Recipient is responsible for complying with all reporting requirements established by the TIRCP Guidelines and California Air Resource Board (CARB) Funding Guidelines.

E. Program Supplement Amendments

Program Supplement amendments will be required whenever there are CalSTA or CTC approved actions, including but not limited to, Financial Allocations, Financial Allocation Amendments, Time Extensions and Technical Corrections. These changes shall be mutually binding upon the Parties only following the execution of a Program Supplement amendment.

Section 3. Allowable Costs and Payments

A. *Allowable Costs and Progress Payment Invoice*

1. Not more frequently than once a month, Recipient will prepare and submit to State signed Progress Payment Invoice for actual Project costs incurred and paid for by Recipient consistent with the allocation and Scope of Work document in the Program Supplement and State shall pay those uncontested allowable

costs once the invoice is reviewed and approved by the Department, subject to CalSTA's approval. If no costs were incurred during any given quarter, Recipient is exempt from submitting a signed Progress Payment Invoice.

2. State shall not be required to reimburse more funds, cumulatively, per quarter of any fiscal year greater than the sums identified and included in the Project Financial Plan. The State shall hold the right to determine reimbursement availability based on an approved expenditure plan and TIRCP anticipated or actual funding capacity. Each such invoice will report the total of Project expenditures from GGRF, SB 1 and/or General Funds (including those of Recipient and third parties) and will specify the percent of State reimbursement requested and the GGRF, SB 1 and/or General Funds source.

B. *Final Invoice*

The Program Supplement Last Expenditure Dates(s) refer to the last date for Recipient to incur valid Project costs or credits. Recipient has one hundred and eighty (180) days after that Last Expenditure Date to make already incurred final allowable payments to Project contractors or vendors, prepare the Project Closeout Report, and submit the final invoice to State for reimbursement of allowable Project costs before those remaining State funds are unencumbered and those funds are reverted as no longer available to pay any Project costs. Recipient expressly waives any right to allowable reimbursements from State pursuant to this Agreement for costs incurred after that termination date and for costs invoiced to Recipient for payment after that one hundred and eightieth (180th) day following the Project Last Expenditure Date.

ARTICLE III – GENERAL PROVISIONS

Section 1. Funding

1. Recipient agrees to contribute at least the statutorily or other required local contribution of matching funds (other than State or federal funds), if any is specified within the Program Supplement or any appendices thereto, toward the actual cost of the Project or the amount, if any, specified in any executed SB 2800 (Streets and Highways Code Section 164.53) Agreement for local match fund credit, whichever is greater. Recipient shall contribute not less than its required match amount toward the Project cost in accordance with a schedule of payments as shown in the Project Financial Plan prepared by Recipient and approved by State as part of a Program Supplement.

Section 2. Audits and Reports

A. *Cost Principles*

1. Recipient agrees to comply with Title 2 Code of Federal Regulations 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles for State and Local Government, and Audit Requirements for Federal Awards.

2. Recipient agrees, and will assure that its contractors and subcontractors will be obligated to follow 2 CFR 200 and which shall be used to determine the allowability of individual Project cost items. Every sub-recipient receiving Project funds as a contractor or sub-contractor under this Agreement shall comply with 2 CFR 200.

3. Any Project costs for which Recipient has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR 200, are subject to repayment by Recipient to State. Should Recipient fail to reimburse moneys due State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, State is authorized to intercept and withhold future payments due to Recipient from State or any third-party source whose funding passes through the State, including but not limited to, the State Treasurer, the State Controller and the CTC.

4. The State may terminate the grant for any reason at any time if it is determined by the State, based on an audit under this section, that there has been a violation of any State or federal law or policy by the Recipient during performance under this or any other grant agreement or contract entered into with the State. If the grant is terminated under this section, the Recipient may be required to fully or partially repay funds.

B. *Record Retention*

1. Recipient agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line item for the Project. The accounting system of Recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of Recipient, its contractors and subcontractors connected with Project performance under this Agreement and each Program Supplement shall be maintained for a minimum of three (3) years from the date of final payment to Recipient under a Program Supplement and shall be held open to inspection, copying, and audit by representatives of State, the California State Auditor, and auditors representing

the federal government. Copies thereof will be furnished by Recipient, its contractors, and subcontractors upon receipt of any request made by State or its agents. In conducting an audit of the costs and match credits claimed under this Agreement, State will rely to the maximum extent possible on any prior audit of Recipient pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by Recipient's external and internal auditors may be relied upon and used by State when planning and conducting additional audits.

2. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of Recipient's contracts with third parties pursuant to Government Code section 8546.7, Recipient, Recipient's contractors and subcontractors, and State shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such Agreement and Program Supplement materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to Recipient under any Program Supplement. State, the California State Auditor, or any duly authorized representative of State or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to the Project for audits, examinations, excerpts, and transactions, and Recipient shall furnish copies thereof if requested.

3. Recipient, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by State, for the purpose of any investigation to ascertain compliance with this Agreement and the Act.

C. *Reporting Requirements*

1. Reporting requirements of Recipient will include whether reported implementation activities are within the scope of the Project Program Supplement and in compliance with State laws, regulations, and administrative requirements.

2. TIRCP Progress Reporting shall be no more frequently than monthly and no less frequently than quarterly at the discretion of the State and shall generally include the following information;

a. Activities and progress made towards implementation of the project during the reporting period and activities anticipated to take place in the next reporting period;

b. Identification of whether the Project is proceeding on schedule and within budget;

c. Identification of whether the Project Deliverables are proceeding on schedule.

d. Identification of changes to the Project funding plan, milestone schedule, or deliverables completion date;

e. Any actual or anticipated problems which could lead to delays in schedule, increased costs or other difficulties for either the Project or other State funded projects impacted by the Project's scope of work and the efforts or activities being undertaken to minimize impacts to schedule, cost, or deliverables;

3. CARB Reporting shall be no more frequently than monthly and no less frequently than semiannually at the discretion of CARB and shall include the following information (subject to modification by CARB);

a. Identify metrics and benefits achieved for disadvantaged communities, low income communities, and/or low-income households;

b. continued reporting following project implementation to identify benefits achieved.

c. Any and all other requirements instituted by CARB.

4. Within one year of the Project or reportable Project components becoming operable, the implementing agency must provide a final delivery report including at a minimum:

a. Scope of completed Project as compared to Programmed Project;

b. Performance outcomes derived from the project as compared to outcomes described in the Project application and shall include but not be limited to before and after measurements and estimates for ridership, service levels, greenhouse gas reductions, updated estimated greenhouse gas reductions over the life of the project, benefits to disadvantaged communities, low income communities, and/or low income households, and project co-benefits as well as an explanation of the methodology used to quantify the benefits.

c. Before and after photos documenting the project

d. The final costs as compared to the approved project budget by component and fund type, and an estimate of the TIRCP funds spent to benefit disadvantaged communities, low-income communities, and/or low-income households, and

e. The project duration as compared to the project schedule in the project application.

Section 3. Special Requirements

A. *California Transportation Commission Resolutions*

1. Recipient shall adhere to applicable CTC policies on "Timely Use of Funds" as stated in Resolution G-06-04, adopted April 26, 2006, addressing the expenditure and reimbursement of GGRF, SB 1 and/or General Funds. These resolutions, and/or successor resolutions in place at the time a Program Supplement is executed, shall be applicable to GGRF, SB 1 and/or General Funds, respectively.

2. Recipient shall be bound to the terms and conditions of this Agreement, the Project application contained in the Program Supplement (as applicable); and CTC Resolutions G-06-04, G-09-11 and/or their respective successors in place at the time the Program Supplement is signed (as applicable) and all restrictions, rights, duties and obligations established therein on behalf of State and CTC shall accrue to the benefit of the CTC and shall thereafter be subject to any necessary enforcement action by CTC or State. All terms and conditions stated in the aforesaid CTC Resolutions and CTC-approved Guidelines in place at the time the Program Supplement is signed (if applicable) shall also be considered to be binding provisions of this Agreement.

3. Recipient shall conform to any and all permit and mitigation duties associated with Project as well as all environmental obligations established in CTC Resolution G-91-2 and/or its successors in place at the time a Program Supplement is signed, as applicable, at the expense of Recipient and/or the responsible party and without any further financial contributions or obligations on the part of State unless a separate Program Supplement expressly provides funding for the specific purpose of hazardous materials remediation.

B. *Recipient Resolution*

1. Recipient has executed this Agreement pursuant to the authorizing Recipient resolution, attached as Appendix B to this Agreement, which empowers Recipient to enter into this Agreement and which may also empower Recipient to enter into all subsequent Program Supplements adopting the provisions of this Agreement.

2. If Recipient or State determines that a separate Resolution is needed for each Program Supplement, Recipient will provide information as to who the authorized designee is to act on behalf of the Recipient to bind Recipient with regard to the terms and conditions of any said Program Supplement or amendment and will provide a copy of that additional Resolution to State with the Program Supplement or any amendment to that document.

C. *Termination*

1. Termination Convenience by State

a. State reserves the right to terminate funding for any Program Supplement, subject to CalSTA approval, upon written notice to Recipient in the event that Recipient fails to proceed with Project work in accordance with the Program Supplement, or otherwise violates the conditions of this Agreement and/or the Program Supplement or the funding allocation such that substantial performance is significantly endangered.

b. No such termination shall become effective if, within thirty (30) days after receipt of a notice of termination, Recipient either cures the default involved or, if not reasonably susceptible of cure within said thirty (30)-day period, Recipient proceeds thereafter to complete the cure in a manner and time line acceptable to State. Any such termination shall be accomplished by delivery to Recipient of a notice of termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this Agreement is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, Recipient and State shall meet to attempt to resolve any dispute.

c. Following a fund encumbrance made pursuant to a Program Supplement, if Recipient fails to expend GGRF,SB 1, and/or General Funds monies within the time allowed specified in the Program Supplement, those funds may revert, and be deemed withdrawn and will no longer be available to reimburse Project work unless those funds are specifically made available beyond the end of that Fiscal Year through re-appropriation or other equivalent action of the Legislature and written notice of that action is provided to Recipient by State.

d. In the event State terminates a Program Supplement for convenience and not for a default on the part of Recipient as is contemplated in this section, Recipient shall be reimbursed its authorized costs up to State's proportionate and maximum share of allowable Project costs incurred to the date of Recipient's receipt of that notice of termination, including any unavoidable costs reasonably and necessarily incurred up to and following that termination

date by Recipient to effect such termination following receipt of that termination notice.

2. Termination After Recipient's Obligations Fully Performed

Following project completion, and all obligations as defined in the TIRCP Guidelines, CARB Guidelines, and Program Supplement are fully performed, including Project completion of all deliverables and reporting, the Program Supplement shall be terminated. If the Project obligations are not fully performed, as defined under this section, the Recipient may be required to fully or partially repay funds.

D. *Third Party Contracting*

1. Recipient shall not award a construction contract over $10,000 or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this Agreement without the prior written approval of State. Contracts awarded by Recipient, if intended as local match credit, must meet the requirements set forth in this Agreement regarding local match funds.

2. Any subcontract entered into by Recipient as a result of this Agreement shall contain the provisions of ARTICLE III – GENERAL PROVISIONS, Section 2. Audits and Reports and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the subcontractors.

3. In addition to the above, the preaward requirements of third-party contractor/consultants with local transit agencies should be consistent with Local Program Procedures (LPP-00-05).

E. *Change in Funds and Terms/Amendments*

This Agreement and the resultant Program Supplements may be modified, altered, or revised only with the joint written consent of Recipient and State.

F. *Project Ownership*

1. Unless expressly provided to the contrary in a Program Supplement, subject to the terms and provisions of this Agreement, Recipient, or a designated subrecipient acceptable to State, as applicable, shall be the sole owner of all improvements and property included in the Project constructed, installed or acquired by Recipient or subrecipient with funding provided to Recipient under this Agreement. Recipient, or subrecipient, as applicable, is obligated to

continue operation and maintenance of the physical aspects of the Project dedicated to the public transportation purposes for which Project was initially approved unless Recipient, or subrecipient, as applicable, ceases ownership of such Project property; ceases to utilize the Project property for the intended public transportation purposes; or sells or transfers title to or control over Project and State is refunded the Credits due State as provided in paragraph (2) herein below.

2. Project right-of-way, Project facilities constructed or reconstructed on the Project site and/or Project property (including vehicles and vessels) purchased by Recipient (excluding temporary construction easements and excess property whose proportionate resale proceeds are distributed pursuant to this Agreement) shall remain permanently dedicated to the described public transit use in the same proportion and scope, and to the same extent as mandated in the Program Supplement, unless State agrees otherwise in writing. Vehicles acquired as part of Project, including, but not limited to, buses, vans, rail passenger equipment, shall be dedicated to that public transportation use for their full economic life cycle, which, for the purpose of this Agreement, will be determined in accordance with standard national transit practices and applicable rules and guidelines, including any extensions of that life cycle achievable by reconstruction, rehabilitation or enhancements. The exceptions to this section are outlined below:

a. Except as otherwise set forth in this Section, State, or any other State-assignee public body acting on behalf of the CTC, shall be entitled to a refund or credit (collectively the Credit), at State's sole option, equivalent to the proportionate Project funding participation received by Recipient from State if Recipient, or a sub-recipient, as applicable, (i) ceases to utilize Project for the original intended public transportation purposes or (ii) sells or transfers title to or control over Project. If federal funds (meaning only those federal funds received directly by Recipient and not federal funds derived through or from the State) have contributed to the Project, Recipient shall notify both State and the original federal source of those funds of the disposition of the Project assets or the intended use of those sale or transfer receipts.

b. State shall also be entitled to an acquisition credit for any future purchase or condemnation of all or portions of Project by State or a designated representative or agent of State.

c. The Credit due State will be determined by the ratio of State's funding when measured against the Recipient's funding participation (the Ratio). For purposes of this Section, the State's funding participation includes federal funds derived through or from State. That Ratio is to be applied to the then present fair

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market value of Project property acquired or constructed as provided in (d) and (e) below.

d. For Mass Transit vehicles, this Credit [to be deducted from the then remaining equipment value] shall be equivalent to the percentage of the full extendable vehicle economic life cycle remaining, multiplied by the Ratio of funds provided for that equipment acquisition. For real property, this same funding Ratio shall be applied to the then present fair market value, as determined by State, of the Project property acquired or improved under this Agreement.

e. Such Credit due State as a refund shall not be required if Recipient dedicates the proceeds of such sale or transfer exclusively to a new or replacement State approved public transit purpose, which replacement facility or vehicles will then also be subject to the identical use restrictions for that new public purpose and the Credit ratio due State should that replacement project or those replacement vehicles cease to be used for that intended described pre-approved public transit purpose.

i. In determining the present fair market value of property for purposes of calculating State's Credit under this Agreement, any real property portions of the Project site contributed by Recipient shall not be included. In determining State's proportionate funding participation, State's contributions to third parties (other than Recipient) shall be included if those contributions are incorporated into the Project.

ii. Once State has received the Credit as provided for above because Recipient, or a sub-recipient, as applicable, has (a) ceased to utilize the Project for the described intended public transportation purpose(s) for which State funding was provided and State has not consented to that cessation of services or (b) sold or transferred title to or control over Project to another party (absent State approval for the continued transit operation of the Project by that successor party under an assignment of Recipient's duties and obligations), neither Recipient, subrecipient, nor any party to whom Recipient or subrecipient, as applicable, has transferred said title or control shall have any further obligation under this Agreement to continue operation of Project and/or Project facilities for those described public transportation purposes, but may then use Project and/or any of its facilities for any lawful purpose.

iii. To the extent that Recipient operates and maintains Intermodal Transfer Stations as any integral part of Project, Recipient shall maintain each station and all its appurtenances, including, but not limited to, restroom facilities, in good condition and repair in accordance with high standards of cleanliness (Public Utilities Code section 99317.8). Upon request of

State, Recipient shall also authorize State-funded bus services to use those stations and appurtenances without any charge to State or the bus operator. This permitted use will include the placement of signs and informational material designed to alert the public to the availability of the State-funded bus service (for the purpose of this paragraph, "State-funded bus service" means any bus service funded pursuant to Public Utilities Code section 99316).

G. *Disputes*

Parties shall develop a mutually agreed upon issue resolution process, as described below, and issues between the Parties are to be resolved in a timely manner. The Parties agree to the following:

1. If the Parties are unable to reach agreement on any particular issue relating to either Parties' obligations pursuant to this Agreement, the Parties agree to promptly follow the issue resolution process as outlined below:

a. The Department's project manager and the Recipient's equivalent may initiate the process of informal dispute resolution by providing the other Party with written notice of a dispute. The written notice shall provide a clear statement of the dispute and shall refer to the specific provisions of this Agreement or Program Supplement that pertain to the dispute. The Department's project manager and the Recipient's equivalent shall meet and attempt to resolve the dispute within five days from the written notice. If the dispute is resolved, the Parties shall create and sign a short description of the facts and the resolution that was agreed upon by the Parties.

b. If the dispute is not resolved by the fifth day from the written notice, the Department's senior project manager and the Recipient's equivalent shall meet and review the dispute within five days. The Department's senior project manager and the Recipient's equivalent manager shall attempt to resolve the dispute within ten days of their initial meeting. If the dispute is resolved, the Parties shall create and sign a short description of the facts and the resolution that was agreed upon by the Parties.

c. If the dispute is not resolved by the tenth day, the Department's Director or his designee and the Recipient's equivalent manager shall meet and review the dispute within five days. The Department's Director or his designee and the Recipient's equivalent manager shall attempt to resolve the dispute within ten days of the initial meeting. If the dispute is resolved, the Parties shall create and sign a short description of the facts and the resolution that was agreed upon by the Parties. If the dispute is not resolved by the tenth day by the Department's Director or his designee and the Recipient's equivalent manager, the Parties shall submit the matter to the Secretary of CalSTA for a final administrative determination.

H. *Hold Harmless and Indemnification*

1. Neither State nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Recipient, its agents and contractors under or in connection with any work, authority, or jurisdiction delegated to Recipient under this Agreement or any Program Supplement or as respects environmental clean-up obligations or duties of Recipient relative to Project. It is also understood and agreed that, Recipient shall fully defend, indemnify and hold the CTC and State and their officers and employees harmless from any liability imposed for injury and damages or environmental obligations or duties arising or created by reason of anything done or imposed by operation of law or assumed by, or omitted to be done by Recipient under or in connection with any work, authority, or jurisdiction delegated to Recipient under this Agreement and all Program Supplements.

2. Recipient shall indemnify, defend and hold harmless State, the CTC and the State Treasurer relative to any misuse by Recipient of State funds, Project property, Project generated income or other fiscal acts or omissions of Recipient.

I. *Labor Code Compliance*

Recipient shall include in all subcontracts awarded using Project funds, when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code §§ 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective the date of Contract award by the Recipient.

J. *Non-Discrimination Clause*

1. In the performance of work under this Agreement, Recipient, its contractor(s) and all subcontractors, shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, family and medical care leave, pregnancy leave, and disability leave. Recipient, its contractor(s) and all subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2

of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

2. Each of the Recipient's contractors, subcontractors, and/or subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements. The Recipient shall include the non-discrimination and compliance provisions hereof in all contracts and subcontracts to perform work under this Agreement.

3. Should federal funds be constituted as part of Project funding or compensation received by Recipient under a separate Contract during the performance of this Agreement, Recipient shall comply with this Agreement and with all federal mandated contract provisions as set forth in that applicable federal funding agreement.

4. Recipient shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.

5. The Recipient shall comply with the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964. Accordingly, 49 CFR 21 (Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964) and 23 CFR Part 200 (Title VI Program and Related Statutes—Implementation and Review Procedures) are made applicable to this Agreement by this reference. Wherever the term "Contractor" appears therein, it shall mean the Recipient.

6. The Recipient shall permit, and shall require that its contractors, subcontractors, and subrecipients will permit, access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by Department to investigate compliance with this Section J.

K. *State Fire Marshal Building Standards Code*

The State Fire Marshal adopts building standards for fire safety and panic prevention. Such regulations pertain to fire protection design and construction, means of egress and adequacy of exits, installation of fire alarms, and fire extinguishment systems for any State-owned or State-occupied buildings per section 13108 of the Health and Safety Code. When applicable, Recipient shall request that the State Fire Marshal review Project PS&E to ensure Project consistency with State fire protection standards.

L. *Americans with Disabilities Act*

By signing this Master Agreement, Recipient assures State that Recipient shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

M. *Access for Persons with Disabilities*

Disabled access review by the Department of General Services (Division of the State Architect) is required for all publicly funded construction of buildings, structures, sidewalks, curbs and related facilities. Recipient will award no construction contract unless Recipient's plans and specifications for such facilities conform to the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

N. *Disabled Veterans Program Requirements*

1. Should Military and Veterans Code sections 999 et seq. be applicable to Recipient, Recipient will meet, or make good faith efforts to meet, the 3% Disabled Veterans Business Enterprises goals (or Recipient's applicable higher goals) in the award of every contract for Project work to be performed under these this Agreement.

2. Recipient shall have the sole duty and authority under this Agreement and each Program Supplement to determine whether these referenced code sections are applicable to Recipient and, if so, whether good faith efforts asserted by those contractors of Recipient were sufficient as outlined in Military and Veterans Code sections 999 et seq.

O. *Environmental Process*

Completion of the Project environmental process ("clearance") by Recipient (and/or State if it affects a State facility within the meaning of the applicable statutes) is required prior to requesting Project funds for right-of-way purchase or construction. No State agency may request funds nor shall any State agency, board or commission authorize expenditures of funds for any Project effort, except for feasibility or planning studies, which may have a significant effect on the environment unless such a request is accompanied with all appropriate documentation of compliance with or exemption from the California Environmental Quality Act (CEQA) (including, if as appropriate, an environmental impact report, negative declaration, or notice of exemption) under California Public Resources Code section 21080(b) (10), (11), and (12) provides an

exemption for a passenger rail project that institutes or increases passenger or commuter services on rail or highway rights-of-way already in use.

P. *Force Majeure*

Each party will be excused from performance of its obligations where such non-performance is caused by any extraordinary event beyond its reasonable control, such as any non-appealable order, rule or regulation of any federal or state governmental body, fire, flood, earthquake, storm, hurricane or other natural disaster, epidemic, pandemic, war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption, provided that the party excused hereunder shall use all reasonable efforts to minimize its non-performance and to overcome, remedy or remove such event in the shortest practical time.

Should a *force majeure* event occur which renders it impossible for a period of forty-five (45) or more consecutive days for either party to perform its obligations hereunder, the Parties agree to negotiate in good faith to amend the existing Master Agreement or Supplemental Agreement to deal with such event and to seek additional sources of funding to continue the operation of the Service.

ARTICLE IV – MISCELLANEOUS PROVISIONS

Section 1. Miscellaneous Provisions

A. *Successor* Acts

All statutes cited herein shall be deemed to include amendments to and successor statutes to the cited statues as they presently exist.

B. *Successor and Assigns to the Parties*

Neither this Agreement nor any right, duty or obligation hereunder may be assigned, transferred, hypothecated or pledged by any party without the express written consent of the other party; provided, that unless otherwise expressly required herein, a party shall not be obligated to obtain the written consent of the other party with respect to any contract related to the Service for the provision of goods and/or services to the contracting party in the ordinary course of business.

C. *Notice*

Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below, or to such other addresses as may be specified in writing and given to the other party in accordance herewith.

If given to the Department:

State of California

Department of Transportation

Division of Local Assistance

P.O. Box 942874

Sacramento, CA 994274-0001

Attention: Division of Local Assistance, TIRCP Contract Manager, Mail Stop 39

with a copy to:

California State Transportation Agency

915 Capitol Mall Suite 350 B

Sacramento, CA 95814

If given to the Recipient:

Riverside County Transportation Commission

4080 Lemon Street, 3rd Floor

Riverside, CA 92501

Attention: Aaron Hake

D. *Amendment*

This Agreement may not be changed, modified, or amended except in writing, signed by the parties hereto, and approved in advance in writing by the Secretary, and any attempt at oral modification of this Agreement shall be void and of no effect.

E. *Representation and Warranties of the Parties*

1. Recipient hereby represents and warrants to the Department that:

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a. Recipient is in good standing under applicable law, with all requisite power and authority to carry on the activities for which it has been organized and proposed to be conducted pursuant to this Agreement.

b. Recipient has the requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement by such entity, the performance by it of its obligations thereunder and the consummation of the transactions contemplated thereby have been duly authorized by the governing board of such entity and no other proceedings are necessary to authorize this Agreement or to consummate the transactions contemplated thereby. The Agreement have been duly and validly executed and delivered by such entity and constitute valid and binding obligations of such entity, enforceable against it in accordance with their terms, except to the extent that such enforceability may be subject to bankruptcy, insolvency, reorganization, moratorium or other laws now or hereinafter in effect relating to the creditor's rights and the remedy of specific enforcement and injunctive and other forms of equitable relief, and may be subject to equitable defenses and to the discretion of the court before which any proceeding therefore may be brought.

c. Neither the execution and delivery of this Agreement and the performance of its obligations thereunder nor the consummation of the transactions contemplated thereby will (i) conflict with or result in a breach of any provision of any agreement to which Recipient is a party; (ii) violate any writ, order, judgment, injunction, decrees, statute, rule or regulation of any court or governmental authority applicable to such entity or its property or assets.

2. The Department does hereby represent and warrant with respect to each provision of this Agreement to the Recipient that:

a. It validly exists with all requisite power and authority to carry on the activities proposed to be conducted pursuant to this Agreement.

b. It has the requisite power and authority to execute and deliver this Agreement and to carry out its obligations thereunder. The execution and delivery of this Agreement, the performance by it of its obligations thereunder and the consummation of the transactions contemplated thereby have been duly authorized and no other proceedings are necessary to authorize this Agreement or to consummate the transactions contemplated thereby. The agreement have been duly and validly executed and delivered by it and constitute valid and binding obligations, enforceable against it in accordance with their terms, except to the extent that such enforceability may be subject to bankruptcy, insolvency, reorganization, moratorium or other laws now or hereinafter in effect relating to creditor's rights and other forms of equitable relief, and may be subject to

equitable defenses and to the discretion of the court before which any proceeding therefore may be brought.

c. Neither the execution and delivery of this Agreement and the performance of its obligations thereunder nor the consummation of the transactions contemplated thereby will (i) conflict with or result in a breach of any provision of any agreement to which the Recipient is a party; (ii) violate any writ, order, judgment, injunction, decree, statute, rule or regulation of any court or governmental authority applicable to such entity or its property or assets.

F. *Construction, Number, Gender and Captions*

The Agreement have been executed in the State of California and shall be construed according to the law of said State. Numbers and gender as used therein shall be construed to include that number and/or gender which is appropriate in the context of the text in which either is included. Captions are included therein for the purposes of ease of reading and identification. Neither gender, number nor captions used therein shall be construed to alter the plain meaning of the text in which any or all of them appear.

G. *Complete Agreement*

This Agreement, including Appendices, constitutes the full and complete agreement of the parties, superseding and incorporating all prior oral and written agreements relating to the subject matter of this Agreement. All attached Appendices A and B are hereby incorporated and made an integral part of this Agreement by this reference.

H. *Partial Invalidity*

If any part of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Agreement and the remaining parts of this Agreement shall be enforced as if such invalid, illegal or unenforceable part were not contained herein.

I. *Conflicts*

To the extent that any provision of or requirement of this Agreement may conflict with a provision or requirement of any other agreement between the parties hereto, or between a party hereto and any other party, which is attached to this Agreement as an appendix, the priority of agreements shall be employed to resolve such conflict. In the event of a conflict, the Master Agreement controls the Program Supplement and any further Amendments.

J. *Counterparts*

This Agreement may be executed in one or more counterparts and may include multiple signature pages, all of which shall be deemed to be one instrument. Copies of this Agreement may be used in lieu of the original.

K. *Governing Law*

The Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORATION

BY: _____
Marlon Flournoy
Deputy Director, Planning and
Modal Programs

DATE: _____

RIVERSIDE COUNTY
TRANSPORTATION COMMISSION

BY: _____
Aaron Hake
Executive Director

DATE: _____

APPROVED AS TO FORM AND PROCEDURE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

BY: _____
Deputy Attorney

DATE: _____

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APPENDIX A
TIRCP PROGRAM GUIDELINES AND DEPARTMENT DELEGATION

(INSERT GUIDELINES AND DEPARTMENT DELEGATION)

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APPENDIX B
RECIPIENT'S RESOLUTION
(INSERT AGENCY BOARD RESOLUTION)

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RESOLUTION NO. 26-006

AUTHORIZATION FOR THE EXECUTION OF THE STATE RAIL ASSISTANCE (SRA) PROJECT

COACHELLA VALLEY SAN GORGONIO PASS RAIL CORRIDOR STUDY TIER 2 ENVIRONMENTAL IMPACT REPORT AND CONCEPTUAL ENGINEERING DEVELOPMENT REPORT

AWARD AMOUNT: $5,942,510

WHEREAS, the Riverside County Transportation Commission (RCTC) is an eligible project sponsor and may receive state funding from State Rail Assistance (SRA) for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 1 (2017) named the California State Transportation Agency (CalSTA) as the administrative agency for SRA; and

WHEREAS, CalSTA has developed guidelines for the purpose of administering and distributing SRA funds to eligible project sponsors (local agencies); and

WHEREAS, the RCTC wishes to delegate authorization to delegate authorization to execute these agreements and any amendments thereto to the Executive Director, or his or her designee.

WHEREAS, the RCTC wishes to implement the SRA project(s) listed above,

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the RCTC that:

Section 1. RCTC, the fund recipient, agrees to comply with all conditions and requirements set forth in the applicable statutes, regulations and guidelines for all SRA funded transit projects.

Section 2. RCTC hereby authorizes the submittal of the following project nomination(s) and allocation request(s) to CalSTA in FY 2017-18 SRA funds:

Project Name: COACHELLA VALLEY SAN GORGONIO PASS RAIL CORRIDOR STUDY TIER 2 ENVIRONMENTAL IMPACT REPORT AND CONCEPTUAL ENGINEERING DEVELOPMENT REPORT

Amount of SRA funds requested: $5,942,510

Short description of project: To continue to advance the project development of the Coachella Valley Rail project, this next step will initiate the first phase of the Tier 2 environmental

planning effort that will include the CEQA analysis with technical studies and the Station Feasibility Studies for the six proposed stations on the eastern section of the project corridor.

AGENCY BOARD DESIGNEE:

APPROVED AND ADOPTED this 8th day of April 2026

_____
Raymond Gregory, RCTC Chair

_____
Lisa Mobley, Clerk of the Board

SRA Guidelines Attachment C

CALSTA AUTHORIZED AGENT FORM 2017-18 THROUGH 2019-20

As the Executive Director of the Riverside County Transportation Commission,
I hereby authorize the following individual(s) to execute for and on behalf of the named Regional Entity/Transit Operator, any actions necessary for the purpose of obtaining State Rail Assistance (SRA) funds provided by CalSTA. I understand that if there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself. I understand the Board must provide a resolution approving the Authorized Agent. The Board Resolution appointing the Authorized Agent is attached.

1) Aaron Hake, Executive Director
2) David Knudsen, Deputy Executive Director
3) Lorelle Moe-Luna, Multimodal Director

_____
Aaron Hake, RCTC Executive Director

Approved on _____, 2026

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CalSTA SRA Guidelines Attachment D

Certifications Assurances 2017-18 through 2019-20

Lead Agency: Riverside County Transportation Commission
Project Name: Coachella Valley San Gorgonio Pass Rail Corridor Study Tier 2 Environmental Impact Report and Conceptual Engineering Development Report
Prepared by: Sheldon Peterson

The California State Transportation Agency (CalSTA) has adopted the following Certifications and Assurances for State Rail Assistance (SRA). As a condition of the receipt of SRA funds, project lead must comply with these terms and conditions.

A. General

a. The project lead agrees to abide by the current SRA Guidelines and applicable legal requirements.
b. The project lead must submit to CalSTA a signed Authorized Agent form designating the representative who can submit documents on behalf of the project sponsor and a copy of the board resolution appointing the Authorized Agent

B. Project Administration

1. The project lead certifies that required environmental documentation is complete before requesting an allocation of SRA funds. The project lead assures that projects approved for SRA funding comply with Public Resources Code § 21100 and § 21150.
2. The project lead certifies that a dedicated bank account for SRA funds only will be established within 30 days of receipt of SRA funds
3. The project lead certifies that when SRA funds are used for a transit capital project, that the project will be completed and remain in operation for its useful life.
4. The project lead certifies that it has the legal, financial, and technical capacity to carry out the project, including the safety and security aspects of that project.
5. The project lead certifies that they will notify CalSTA of pending litigation, dispute, or negative audit findings related to the project, before receiving an allocation of funds.
6. The project lead must maintain satisfactory continuing control over the use of project equipment and facilities and will adequately maintain project equipment and facilities for the useful life of the project.

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7. Any interest the project lead earns on SRA funds must be used only on approved SRA projects.
8. The project lead must notify CalSTA of any changes to the approved project with a Corrective Action Plan (CAP)
9. Under extraordinary circumstances, a project lead may terminate a project prior to completion. In the event the project lead terminates a project prior to completion, the project lead must (1) contact CalSTA in writing and follow-up with a phone call verifying receipt of such notice; (2) pursuant to verification, submit a final report indicating the reason for the termination and demonstrating the expended funds were used on the intended purpose; (3) submit a request to reassign the funds to a new project within 180 days of termination.
10. Funds must be encumbered and liquidated within the time allowed

C. Reporting
   1. The project lead must submit the following SRA reports:
      a. Semi-Annual Progress Reports by August 15th (starting 2018) and February 15th (starting 2019)
      b. A Final Report within six months of project completion

D. Cost Principles
   1. The project lead agrees to comply with Title 2 of the Code of Federal Regulations 225 (2 CFR 225), Cost Principles for State and Local Government, and 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

   2. 2.The project lead agrees, and will assure that its contractors and subcontractors will be obligated to agree, that:

      c. Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allow ability of individual project cost items and
      d. Those parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving SRA funds as a contractor or sub-contractor shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

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c. Any project cost for which the project lead has received funds that are determined by subsequent audit to be unallowable under 2 CFR 225, 48 CFR, Chapter 1, Part 31 or 2 CFR, Part 200, are subject to repayment by the project lead to the State of California (State). All projects must reduce greenhouse gas emissions, as required under Public Resources Code section 75230, and any project that fails to reduce greenhouse gases shall also have its project costs submit to repayment by the project lead to the State. Should the project lead fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the project lead from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

E. Record Retention

1. The project lead agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the project lead, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), and enable the determination of incurred costs at interim points of completion. All accounting records and other supporting papers of the project lead, its contractors and subcontractors connected with SRA funding shall be maintained for a minimum of three (3) years after the "Project Closeout" report, and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the project lead, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the project lead pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the project lead's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits

2. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the project lead's contracts with third parties pursuant to Government Code § 8546.7, the project sponsor, its contractors and subcontractors and the State shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such

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contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a project for audits, examinations, excerpts, and transactions, and the project lead shall furnish copies thereof if requested.

3. The project lead, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

F. Special Situations
   1. CalSTA may perform an audit and/or request detailed project information of the project sponsor's SRA funded projects at CalSTA' discretion at any time prior to the completion of the SRA funded project.

      I certify all of these conditions will be met.

_____
Aaron Hake, RCTC Executive Director

Approved on _____, 2026

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AGENDA ITEM 6F

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	April 8, 2026
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Hanan Sawalha, Senior Management Analyst Brian Cunanan, Commuter & Motorist Assistance Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Amendment No. 1 with Los Angeles County Service Authority for Freeway Emergencies, for Regional SoCal 511 Traveler Information Services

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Approve Amendment No. 1 to Agreement No. 21-45-022-00, between the Los Angeles County Service Authority for Freeway Emergencies (LA SAFE), San Bernardino County Transportation Authority (SBCTA), and the Commission for continued Southern California's 511 traveler information system services, for a sixty-two month term, for an additional amount of $940,731, and a total amount not to exceed $1,831,237; and
2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission.

BACKGROUND INFORMATION:

In 2000, the Federal Communications Commission designated 511 as the national traveler information telephone number. Since 2010, the Commission has supported regional 511 traveler information services, initially through the Inland Empire 511 (IE511) system in partnership with SBCTA.

In 2022, the Commission entered into Agreement No. 21-45-022-00 with LA SAFE and SBCTA to consolidate IE511 into the Southern California 511 (SoCal 511) regional platform, a five-county partnership that includes Orange County and Ventura. The integration was completed effective May 1, 2022, providing travelers in Riverside and San Bernardino counties access to a unified, multi-county traveler information system.

The current agreement is approaching the end of its initial term. The SoCal 511 partners wish to continue the partnership to provide a regional platform for motorists and are seeking to amend the agreement to extend its term and formalize the cost structure for continued regional operations.

DISCUSSION:

The first amendment extends the agreement term through June 30, 2031, ensuring continuity of regional 511 traveler information services and avoiding disruption to the traveling public.

During the extended term, operations and maintenance costs will increase by three percent annually. This escalation reflects standard cost adjustment practices and anticipated increases in vendor services necessary to maintain and enhance the SoCal 511 platform. For the extended service period (May 1, 2026 through June 30, 2031), the Commission's total share is $940,731.

Additionally, the Los Angeles County Metropolitan Transportation Authority (LA Metro), through LA SAFE, is currently conducting a request for proposals (RFP) to modernize the SoCal 511 website, telephone service, and mobile application. The modernization effort is intended to enhance system functionality, improve user experience, and ensure the platform remains responsive to evolving technology standards and traveler expectations.

The partner agencies will be involved in the evaluation of proposals for the modernization of services and will share the associated costs. Once the RFP process is complete and costs are finalized, the Commission's share of those costs will be brought forward in a future amendment for Commission consideration and approval.

Approval of the current amendment will ensure uninterrupted service delivery, provide long-term operational certainty, and support continued regional coordination of traveler information services.

FISCAL IMPACT

SAFE funds have been allocated in the Fiscal Year 2026/27 budget for these services and will also be included in future fiscal years through the term of the agreement.

<table>
<tr><td colspan="6">Financial Information</td></tr>
<tr><td colspan="2">In Fiscal Year Budget:</td><td>N/A</td><td>Year:</td><td>FY 2026/27
FY 2027/28+</td><td>Amount:</td><td>$28,633
$912,098</td></tr>
<tr><td colspan="2">Source of Funds:</td><td colspan="3">SAFE funds</td><td>Budget Adjustment:</td><td>No</td></tr>
<tr><td colspan="2">GL/Project Accounting No.:</td><td colspan="5">452131 65520 00000 0000 201 45 65520</td></tr>
<tr><td colspan="2">Fiscal Procedures Approved:</td><td colspan="3"> </td><td>Date:</td><td>03/13/2026</td></tr>
</table>

Attachment: Draft Agreement No. 21-45-022-01 between LA SAFE, SBCTA, and the Commission

Approved by the Budget and Implementation Committee on March 23, 2026

In Favor: 14 Abstain: 0 No: 0

FIRST AMENDMENT TO AGREEMENT

BETWEEN AND AMONGST

LOS ANGELES COUNTY
SERVICE AUTHORITY FOR FREEWAY EMERGENCIES

AND

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

AND

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

FOR

SOUTHERN CALIFORNIA 511 TRAVELER INFORMATION SYSTEM SERVICES

LA SAFE AGREEMENT NO 21SAFE001
RCTC AGREEMENT NO. 21-45-022-00
SBCTA AGREEMENT NO. 20-1002311

This First Amendment to Agreement for Southern California 511 Traveler Information System Service (the "AMENDMENT") is made and entered into by, between, and amongst the Los Angeles County Service Authority for Freeway Emergencies ("LA SAFE"), Riverside County Transportation Commission ("RCTC") and San Bernardino County Transportation Authority ("SBCTA"), and provides for the Operations and Maintenance of the Southern California 511. LA SAFE, RCTC and SBCTA are each individually referred to as a "Party" and collectively as the "Parties." This AMENDMENT shall be effective as of the date it is fully executed by the Parties.

R1 **Whereas**, the Parties entered into an Agreement for Southern California 511 Traveler Information System Service (LA SAFE Agreement No. 21SAFE001; RCTC Agreement No. 21-45-022-00 and SBCTA Agreement No. 120-1002311), which was fully executed on January 22, 2022 (the "AGREEMENT").

R2 **Whereas**, the purpose of the AGREEMENT was to consolidate 511 traveler information services under one 511 traveler information services system, Southern California 511 ("So Cal 511");

R3 **Whereas**, pursuant to the AGREEMENT, the Parties completed the integration of SoCal 511 and the former IE 511, effective May 1, 2022, for the overall betterment of regional mobility and the travelling public.

R4 **Whereas**, the Parties now desire to amend the AGREEMENT for the purposes specified below.

NOW, Therefore, all parties agree as follows:

SECTION 1. AMENDMENT INTENT

This AMENDMENT extends the term of the Agreement to June 30, 2031, increases the annual payment for Operations and Maintenance services by 3% annually for the extended term, and temporarily transfers ownership of the URL https://SoCal511.com from RCTC to LA SAFE, with such ownership to be transferred back to RCTC upon termination of the Agreement.

SECTION 2. REVISION TO PERIOD OF PERFORMANCE

Section 2 of the AGREEMENT, Period of Performance, shall be amended in its entirety to read as follows:

> This AGREEMENT shall become effective as of January 22, 2022 (the "Effective Date") and shall remain in effect until June 30, 2031, or until otherwise amended or terminated per the terms and conditions contained in this AGREEMENT.

SECTION 3. REVISION TO LA SAFE RESPONSIBILITIES

Section 5 of the AGREEMENT shall be amended to include a new Section 5.11 to read as follows:

5.11 Within ninety (90) days of expiration or termination of the AGREEMENT, LA SAFE shall transfer ownership of the of the URL https://SoCal511.com and the Domain Name "SoCal 511" from LA SAFE back to RCTC. Any cost of the transfer shall be bore by LA SAFE.

SECTION 4. REVISION TO RCTC and SBCTA RESPONSIBILITIES

Section 6 of the AGREEMENT shall be amended as follows:

Section 6.7.2 of the AGREEMENT shall be amended, in its entirety, to read as follows:

6.7.2. Temporary conveyance of ownership and use rights, which shall be effective as of July 1, 2026 for the "SoCal 511" Domain Name to LA SAFE. Ownership of the "SoCal 511" Domain Name shall be transferred back to RCTC upon expiration or termination of the AGREEMENT;

A new Section 6.7.10 shall be added to the AGREEMENT to read as follows:

6.7.10 RCTC shall temporarily transfer ownership of the of the URL https://SoCal511.com from the IE to LA SAFE, any cost of the transfer shall be bore by LA SAFE in either payment directly or by an onetime adjustment to RCTC and SBCTA's annual payment obligation. The URL shall be transferred back to RCTC upon expiration or termination of the AGREEMENT.

SECTION 5. REVISION TO COST & FUNDING

Section 11 of the AGREEMENT is amended to add a new Section 11.3.1, *On-Going Annual Service for Extended Period* to read as follows:

11.3.1 On-Going Annual Service for Extended Period

The extended period of annual service for the AGREEMENT commences on May 1, 2026 and

continues through the extended annual service year commencing on July 1, 2030, and ending June 30, 2031, as further detailed below. Payments for the on-going annual service during the extended period shall be as shown in the table below.

Year *	1	2	3	4	5	**Total**
RCTC	$200,431	$176,952	$182,260	$187,728	$193,360	$940,731
SBCTA	$177,741	$156,920	$161,627	$166,476	$171,471	$834,235
Total	**$378,172**	**$333,872**	**$343,887**	**$354,204**	**$364,831**	**$1,774,966**

* Extended Annual Service Year:

1: 5/1/26 to 6/30/27
2: 7/1/27 to 6/30/28
3: 7/1/28 to 6/30/29
4: 7/1/29 to 6/30/30
5: 7/1/30 to 6/30/31

Section 11.7. *Additional Agencies* of the AGREEMENT is amended in its entirety to read as follows:

11.7 VCTC currently utilize the SoCal 511 system and the Parties acknowledge and agree that this AGREEMENT may be amended to incorporate VCTC to establish their respective roles and responsibilities if so needed.

SECTION 5 CONTINUING EFFECT

Except as amended by this AMENDMENT, all provisions of the AGREEMENT shall remain in full force and effect and shall govern the actions of the parties under this AMENDMENT.

SECTION 6 COUNTERPARTS; ELECTRONIC SIGNATURES

This AMENDMENT may be executed and delivered in any number of duplicate-original counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same AMENDMENT. Facsimile or electronic signatures shall be considered originals.

SECTION 7 CHOICE OF LAW

This AMENDMENT is entered into and shall be performed within the State of California, and as such is governed by California law. If any provision of this AMENDMENT is held by a court of competent jurisdiction to be invalid or void, the Parties intend that the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

[Signatures on following page]

SIGNATURE PAGE TO
FIRST AMENDMENT TO
AGREEMENT FOR
SOUTHERN CALIFORNIA 511 TRAVELER INFORMATION SYSTEM SERVICES

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

LOS ANGELES COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES

By: _____ Date: _____
Stephanie N. Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

By: _____ Date: _____
Rodrigo A. Castro-Silva
County Counsel

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____ Date: _____
XXXXXXX
Board President

APPROVED AS TO FORM:

By: _____ Date: _____
XXXXXXX
Assistant General Counsel

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

By: _____ Date: _____
Aaron Hake
Executive Director

APPROVED AS TO FORM:

By: _____ Date: _____
Steven DeBaun
General Counsel

AGENDA ITEM 6G

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	April 8, 2026
TO:	Budget and Implementation Committee
FROM:	Jose Mendoza, Procurement Manager Matthew Wallace, Deputy Director of Administrative Services Lisa Mobley, Administrative Services Director/ Clerk of the Board
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Joining Public Risk Innovation, Solutions, and Management Joint Powers Authority for Cyber Security Insurance

STAFF RECOMMENDATION:

This item is for the Commission to:

1) Approve the Public Risk Innovation, Solutions, and Management Joint Powers Authority Agreement and Memorandum of Understanding for the Cyber Liability Program;
2) Authorize the Chair, pursuant to legal counsel review, to execute the agreements on behalf of the Commission; and
3) Appoint the Executive Director, or his designee, to serve as the officer responsible for risk management and liaison between the Commission and Public Risk Innovation, Solutions, and Management pursuant to the Joint Powers Agreement requirements.

BACKGROUND INFORMATION:

The Commission obtains cyber liability insurance through its consultant, Alliant Insurance Services (Alliant). Alliant places RCTC's cyber liability coverage with Public Risk Innovation, Solutions, and Management (PRISM). PRISM has implemented a new requirement to join their Joint Powers Authority (JPA) and sign their JPA Agreement and a Memorandum of Understanding (MOU) for the Cyber Liability Program in order to obtain coverage, with a deadline of June 30, 2026 to join.

Members of the JPA include California counties and public entities. The purpose of the JPA is to jointly fund insurance programs through the payment of insurance premiums by its members. The reason for implementing this new requirement to join the JPA is to address the issue of potentially exhausting aggregate limits and to further expand and fund a risk-sharing pool for participating members. JPA membership is now required for PRISM's Cyber Liability Program.

The PRISM JPA Agreement and Cyber Liability Program MOU require signature by the Chair of the Commission. While the Commission's insurance coverage is usually secured by RCTC's

Executive Director, under his authority pursuant to the Commission Administrative Code, the requirement to join the PRISM JPA exceeds the Executive Director's authority and requires Commission approval.

DISCUSSION:

Alliant has requested Commission approval and signature of the PRISM JPA Agreement and Cyber Liability Program MOU. Pursuant to Government Code section 6502, a public agency may join a JPA if authorized by its legislative or other governing body. For the Commission, this is the Commission Board.

Section 5 of the RCTC Administrative Code specifies the powers and duties of the Executive Director. Section 5(e) states that the Executive Director has "full charge of the administration of the business affairs of the Commission." The authority in Section 5(e) is utilized by the Executive Director to secure the Commission's insurance policies, within budgeted authority. However, joining a JPA exceeds the scope of the Executive Director's authority. As specified in Government Code section 6502, the authority to enter into a JPA rests with the Commission Board.

Entering into the PRISM JPA would, among other things, require the Commission to appoint an officer or employee to be responsible for risk management and to serve as a liaison between the Commission and PRISM. The Commission would be required to pay premiums and premium surcharges for the insurance programs it chooses to participate in, such as the Cyber Liability Program. Article 17 of the JPA provides a complete list of member responsibilities.

FISCAL IMPACT:

Pursuant to the JPA Agreement, the Commission may choose to, but is not obligated to, participate in specific insurance programs. In this case, the Commission would enter into a MOU for the Cyber Liability Program for cyber insurance coverage. The Commission would be responsible for annual premiums and premium surcharges for the Cyber Liability Program. Article 14 of the JPA Agreement includes additional information regarding premiums.

The current action is to authorize entering into the JPA and MOU, and does not have an immediate fiscal impact. The Executive Director will secure the required policy within budgeted authority following execution of the PRISM JPA Agreement and MOU.

SUMMARY:

Staff recommends that the Commission approve the PRISM JPA Agreement and MOU for the Cyber Liability Program, and authorize the Commission Chair to execute the agreements, subject to legal counsel review.

Attachments:

1) Joint Powers Authority Agreement, Public Risk Innovation, Solutions, and Management, Adopted October 5, 1979, most Recently Amended June 30, 2020
2) Memorandum of Understanding, Cyber Liability Program, Adopted February 5, 2026

Adopted: October 5, 1979
Amended: May 12, 1980
Amended: January 23, 1987
Amended: October 7, 1988
Amended: March 1993
Amended: November 18, 1996
Amended: October 4, 2005
Amended: February 28, 2006
Amended: June 30, 2020

JOINT POWERS AGREEMENT
PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT

This Agreement is executed in the State of California by and among those counties and public entities organized and existing under the Constitution of the State of California, which are parties signatory to this Agreement. Public Risk Innovation, Solutions, and Management (referred to herein as PRISM), formerly known as CSAC Excess Insurance Authority, was formed under the sponsorship of CSAC. California counties, hereinafter called member counties, and public entities, hereinafter called member public entities, (collectively "members") shall be listed in Appendix A, which shall be attached hereto and made a part hereof.

RECITALS

WHEREAS, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

WHEREAS, Article 16, Section 6 of the California Constitution provides that insurance pooling arrangements under joint exercise of power agreements shall not be considered the giving or lending of credit as prohibited therein; and

WHEREAS, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these; and

WHEREAS, pursuant to California Government Code Section 990.6, the cost of insurance provided by a local public entity is a proper charge against the local public entity; and

WHEREAS, California Government Code Section 990.8 provides that two or more local entities may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4 and such pooling of self-insured claims or losses is not considered insurance nor subject to regulation under the Insurance Code; and

WHEREAS, the counties and public entities executing this Agreement desire to join together for the purpose of jointly funding and/or establishing excess and other insurance programs as determined;

NOW THEREFORE, the parties agree as follows:

ARTICLE 1
DEFINITIONS

"CSAC" shall mean the County Supervisors Association of California, dba California State Association of Counties.

"Board of Directors" or **"Board"** shall mean the governing body of PRISM.

"Claim" shall mean a claim made against a member arising out of an occurrence, which is covered by an excess or primary insurance program of PRISM in which the member is a participant.

"Executive Committee" shall mean the Executive Committee of the Board of Directors of PRISM.

"Fiscal year" shall mean that period of twelve months which is established by the Board of Directors as the fiscal year of PRISM.

"Government Code" shall mean the California Government Code.

"Insurance program" or **"program"** shall mean a program which has been designated as a major program of PRISM under which participating members are protected against designated losses, either through joint purchase of primary or excess insurance, pooling of self-insured claims or losses, purchased insurance or any other combination as determined by the Board of Directors. The Board of Directors, the Executive Committee, or a program's governing committee may determine applicable criteria for determining eligibility in any insurance program, as well as establishing program policies and procedures.

"Joint powers law" shall mean Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code.

"Loss" shall mean a liability or potential liability of a member, including litigation expenses, attorneys' fees and other costs, which is covered by an insurance program of PRISM in which the member is a participant.

"Member county" shall mean any county in the State of California which has executed this Agreement and become a member of PRISM. "Member County" shall also include those entities or other bodies set forth in Article 3 (c).

"Member Public Entity" shall mean any California public entity, which is not a California county, which has executed this Agreement, and become a member of PRISM, "Member Public Entity" shall also include those entities or other bodies set forth in Article 3(c).

"Miscellaneous Program" is an insurance program of PRISM that does not involve pooling of self-insured claims or losses and may be made available to members as well as non-member public entities that are not a party to this Agreement.

"Occurrence" shall mean an event which is more fully defined in the memorandums of coverage and/or policies of an insurance program in which the participating county or participating public entity is a member.

"Participating county" shall mean any member county which has entered into a program offered by PRISM pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

"**Participating public entity**" shall mean any member public entity which has entered into a program offered by PRISM pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

"Self-insured retention" shall mean that portion of a loss resulting from an occurrence experienced by a member, which is retained as a liability or potential liability of the member and is not subject to payment by PRISM.

"Reinsurance" shall mean insurance purchased by PRISM as part of an insurance program to cover that portion of any loss, which exceeds the joint funding capacity of that program.

ARTICLE 2
PURPOSES

This Agreement is entered into by the member counties and member public entities in order to jointly develop and fund insurance programs as determined. Such programs may include, but are not limited to, the creation of joint insurance funds, including primary and excess insurance funds, the pooling of self-insured claims and losses, purchased insurance, including reinsurance, and the provision of necessary administrative services. Such administrative services may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal defense services.

ARTICLE 3
PARTIES TO AGREEMENT

(a) There shall be two classes of membership of the parties pursuant to this Agreement consisting of one class designated as Member Counties and another class designated as Member Public Entities.

(b) Each member county and member public entity, as a party to this Agreement, certifies that it intends to and does contract with all other members as parties to this Agreement and, with such other members as may later be added as parties to this Agreement pursuant to Article 19 as to all programs of which it is a participating member. Each member also certifies that the removal of any party from this Agreement, pursuant to Articles 20 or 21, shall not affect this Agreement or the member's obligations hereunder.

(c) A member for purposes of providing insurance coverage under any program of PRISM, may contract on behalf of, and shall be deemed to include:

Any public entity as defined in Government Code § 811.2 which the member requests to be added and from the time that such request is approved by the Executive Committee of PRISM.

Any nonprofit entity, including a nonprofit public benefit corporation formed pursuant to Corporations Code §§ 5111, 5120 and, 5065, which the member requests to be added and from the time that such request is approved by the Executive Committee.

(d) Any public entity or nonprofit so added shall be subject to and included under the member's SIR or deductible, and when so added, may be subject to such other terms and conditions as determined by the Executive Committee.

(e) Such public entity or nonprofit shall not be considered a separate party to this Agreement. Any public entity or nonprofit so added, shall not affect the member's representation on the Board of Directors and shall be considered part of and represented by the member for all purposes under this Agreement.

(f) The Executive Committee shall establish guidelines for approval of any public entity or nonprofit so added in accordance with Article 3(c) and (d).

(g) Should any conflict arise between the provisions of this Article and any applicable Memorandum of Coverage or other document evidencing coverage, such Memorandum of Coverage or other document evidencing coverage shall prevail.

ARTICLE 4
TERM

This Agreement shall continue in effect until terminated as provided herein.

ARTICLE 5
CREATION OF PRISM

Pursuant to the joint powers law, there is hereby created a public entity separate and apart from the parties hereto, to be known as Public Risk Innovation, Solutions, and Management ("PRISM"), with such powers as are hereinafter set forth.

ARTICLE 6
POWERS OF PRISM

PRISM shall have all of the powers common to General Law counties in California, such as Alpine County and all additional powers set forth in the joint powers law, and is hereby authorized to do all acts necessary for the exercise of said powers. Such powers include, but are not limited to, the following:

(a) To make and enter into contracts.

(b) To incur debts, liabilities, and obligations.

(c) To acquire, hold, or dispose of property, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities.

(d) To sue and be sued in its own name, and to settle any claim against it.

(e) To receive and use contributions and advances from members as provided in Government Code Section 6504, including contributions or advances of personnel, equipment, or property.

(f) To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5.

(g) To allow non-member public entities and non-member counties to participate in Miscellaneous Programs and for risk management services to be provided to non-member counties and non-member public entities including out-of-state participants in a PRISM program.

(h) To carry out all provisions of this Agreement.

Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law.

ARTICLE 7
BOARD OF DIRECTORS

PRISM shall be governed by the Board of Directors, which shall be composed as follows:

(a) One director from each member county, appointed by the member county board of supervisors and serving at the pleasure of that body. Each member county board of supervisors shall also appoint an alternate director who shall have the authority to attend, participate in and vote at any meeting of the Board of Directors when the director is absent. A director or alternate director shall be a county supervisor, other county official, or staff person of the member county, and upon termination of office or employment with the county, shall automatically terminate membership or alternate membership on the Board of Directors.

(b) Ten directors consisting of seven directors and three alternate directors chosen in the manner specified in the Bylaws from those participating as public entity members. A director or alternate public entity director shall be an official, or staff person of the public

entity member, and upon termination of office or employment with the public entity, shall automatically terminate membership or alternate membership on the Board of Directors.

(c) Member county directors shall consist of a minimum of 80% of the eligible voting members on the Board of Directors. The public entity member directors shall be reduced accordingly to ensure at least 80% of the Board of Directors consists of county director members (By way of example, if the number of county members is reduced from the current 54 by member withdrawals to a level of 28, then county members would be at the 80% level, 28/35. If the county members go to 27, then the public entity members would lose one seat and would only have 6 votes).

Any vacancy in a county director or alternate director position shall be filled by the appointing county's board of supervisors, subject to the Provisions of this Article. Any vacancy in a public entity director position shall be filled by vote of the public entity members.

A majority of the membership of the Board of Directors shall constitute a quorum for the transaction of business. Each member of the Board of Directors shall have one vote. Except as otherwise provided in this Agreement or any other duly executed agreement of the members, all actions of the Board of Directors shall require the affirmative vote of a majority of the members; provided, that any action which is restricted in effect to one of PRISM's insurance programs, shall require the affirmative vote of a majority of those Board of Directors members who represent counties and public entities participating in that program. For purposes of an insurance program vote, to the extent there are public entity members participating in a program, the public entity Board of Directors members as a whole shall have a minimum of one vote. The public entity Board of Directors members may in no event cast more votes than would constitute 20% of the number of total county members in that program (subject to the one vote minimum). Should the number of public entity Board of Directors votes authorized herein be less than the number of public entity Board of Directors members at a duly noticed meeting, the public entity Board of Directors members shall decide among themselves, which Board of Directors member shall vote. Should they be unable to decide, the President of PRISM shall determine which director(s) shall vote.

ARTICLE 8
POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have the following powers and functions:

(a) The Board of Directors shall exercise all powers and conduct all business of PRISM, either directly or by delegation to other bodies or persons unless otherwise prohibited by this Agreement, or any other duly executed agreement of the members or by law.

(b) The Board of Directors may adopt such resolutions as deemed necessary in the exercise of those powers and duties set forth herein.

(c) The Board of Directors shall form an Executive Committee, as provided in Article 11. The Board of Directors may delegate to the Executive Committee and the Executive Committee may discharge any powers or duties of the Board of Directors except adoption of PRISM's annual budget. The powers and duties so delegated shall be specified in resolutions adopted by the Board.

(d) The Board of Directors may form, as provided in Article 12, such other committees as it deems appropriate to conduct the business of PRISM. The membership of any such other committee may consist in whole or in part of persons who are not members of the Board of Directors.

(e) The Board of Directors shall elect the officers of PRISM and shall appoint or employ necessary staff in accordance with Article 13.

(f) The Board of Directors shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of PRISM. Adoption of the budget may not be delegated.

(g) The Board of Directors shall develop, or cause to be developed, and shall review, modify as necessary, and adopt each insurance program of PRISM, including all provisions for reinsurance and administrative services necessary to carry out such program.

(h) The Board of Directors, directly or through the Executive Committee, shall provide for necessary services to PRISM and to members, by contract or otherwise, which may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal services.

(i) The Board of Directors shall provide general supervision and policy direction to the Chief Executive Officer.

(j) The Board of Directors shall receive and act upon reports of the committees and the Chief Executive Officer.

(k) The Board of Directors shall act upon each claim involving liability of PRISM, directly or by delegation of authority to the Executive Committee or other committee, body or person, provided, that the Board of Directors shall establish monetary limits upon any delegation of claims settlement authority, beyond which a proposed settlement must be referred to the Board of Directors for approval.

(l) The Board of Directors may require that PRISM review, audit, report upon, and make recommendations with regard to the safety or claims administration functions of any member, insofar as those functions affect the liability or potential liability of PRISM. The Board of Directors may forward any or all such recommendations to the member with a request for compliance and a statement of potential consequences for noncompliance.

(m) The Board of Directors shall receive, review and act upon periodic reports and audits of the funds of PRISM, as required under Articles 15 and 16 of this Agreement.

(n) The Board of Directors may, upon consultation with a casualty actuary, declare that any funds established for any program has a surplus of funds and determine a formula to return such surplus to the participating counties and participating public entities, which have contributed, to such fund.

(o) The Board of Directors shall have such other powers and duties as are reasonably necessary to carry out the purposes of PRISM.

ARTICLE 9
MEETINGS OF THE BOARD OF DIRECTORS

(a) The Board of Directors shall hold at least one regular meeting each year and shall provide for such other regular meetings and for such special meetings as it deems necessary.

(b) The Chief Executive Officer of PRISM shall provide for the keeping of minutes of regular and special meetings of the Board of Directors, and shall provide a copy of the minutes to each member of the Board of Directors at the next scheduled meeting.

(c) All meetings of the Board of Directors, the Executive Committee and such committees as established by the Board of Directors pursuant to Article 12 herein, shall be called,

noticed, held and conducted in accordance with the provisions of Government Code Section 54950 et seq.

ARTICLE 10
OFFICERS

The Board of Directors shall elect from its membership a President and Vice President of the Board, to serve for one-year terms.

The President, or in his or her absence, the Vice President, shall preside at and conduct all meetings of the Board of Directors and shall chair the Executive Committee.

ARTICLE 11
EXECUTIVE COMMITTEE

The Board of Directors shall establish an Executive Committee of the Board of Directors, which shall consist of eleven members: the President and Vice President of the Board of Directors, and nine members elected by the Board of Directors from its membership.

The terms of office of the nine non-officer members shall be as provided in the Bylaws of PRISM.

The Executive Committee shall conduct the business of PRISM between meetings of the Board of Directors, exercising all those powers as provided for in Article 8, or as otherwise delegated to it by the Board.

ARTICLE 12
COMMITTEES

The Board of Directors may establish committees, as it deems appropriate to conduct the business of PRISM. Members of the committees shall be appointed by the Board of Directors, to serve two year terms, subject to reappointment by the Board of Directors. The members of each committee shall annually select one of their members to chair the Committee.

Each committee shall be composed of at least five members and shall have those duties as determined by the Board of Directors, or as otherwise set forth in the Bylaws.

Each committee shall meet on the call of its chair, and shall report to the Executive Committee and the Board of Directors as directed by the Board of Directors.

ARTICLE 13
STAFF

(a) **Principal Staff.** The **Chief Executive Officer** shall be appointed by and serve at the pleasure of the Board of Directors. The Chief Executive Officer shall serve as the Board Secretary and administer the business and activities of PRISM, subject to the general supervision and policy direction of the Board of Directors and Executive Committee; shall be responsible for all minutes, notices and records of PRISM and shall perform such other duties as are assigned by the Board and Executive Committee.

(b) **Treasurer and Auditor.** Pursuant to Government Code Section 6505.6, the Chief Financial Officer shall serve as the Treasurer/Auditor. The duties of the Treasurer are set forth in Article 16 of this Agreement. The Chief Financial Officer shall draw warrants to pay demands against PRISM. The Chief Financial Officer shall comply with the provisions of Government Code Section 6505.5 (a-d) and shall be appointed by and serve at the pleasure of the Chief Executive Officer.

(c) **Other Staff.** The Board of Directors, Executive Committee or Chief Executive Officer shall provide for the appointment of such other staff as may be necessary for the administration of PRISM.

ARTICLE 14
DEVELOPMENT, FUNDING AND IMPLEMENTATION
OF INSURANCE PROGRAMS

(a) **Program Coverage.** Insurance programs of PRISM may provide coverage, including excess insurance coverage for:

(1) Workers' compensation;

(2) Comprehensive liability, including but not limited to general, personal injury, contractual, public officials errors and omissions, and incidental malpractice liability;

(3) Comprehensive automobile liability;

(4) Hospital malpractice liability;

(5) Property and related programs;

and may provide any other coverages authorized by the Board of Directors. The Board of Directors shall determine, for each such program, a minimum number of participants required for program implementation and may develop specific program coverages requiring detailed agreements for implementation of the above programs.

(b) **Program and PRISM Funding.** The members developing or participating in an insurance program shall fund all costs of that program, including administrative costs, as hereinafter provided. Costs of staffing and supporting PRISM, hereinafter called PRISM general expenses, shall be equitably allocated among the various programs by the Board of Directors, and shall be funded by the members developing or participating in such programs in accordance with such allocations, as hereinafter provided. In addition, the Board of Directors may, in its discretion, allocate a share of such PRISM general expense to those members, which are not developing or participating in any program, and require those counties and public entities to fund such share through a prescribed charge.

(1) **Annual Premium.** Except as provided in (2) below, all post-development costs of an insurance program shall be funded by annual premiums charged to the members participating in the program each policy year, and by interest earnings on the funds so accumulated. Such premiums shall be determined by the Board of Directors or the program's governing committee upon the basis of a cost allocation plan and rating formula developed by PRISM with the assistance of a casualty actuary, risk management consultant, or other qualified person. The premium for each participating member shall include that participant's share of expected program losses including a margin for contingencies as determined by the Board of Directors, program reinsurance costs, and program administrative costs for the year, plus that participant's share of PRISM general expense allocated to the program by the Board of Directors.

(2) **Premium Surcharge**

(i) If PRISM experiences an unusually large number of losses under a program during a policy year, such that notwithstanding reinsurance coverage for large individual losses, the joint insurance funds for the program may be exhausted before the next annual premiums are due, the Board of Directors or the program's governing committee may, upon consultation with a casualty actuary, impose premium surcharges on all participating members; or

(ii) If it is determined by the Board of Directors or the program's governing committee, upon consultation with a casualty actuary, that the joint insurance funds for a program are insufficient to pay losses, fund known estimated losses, and fund estimated losses, which have been incurred but not reported, the Board of Directors or the program's governing committee may impose a surcharge on all participating members.

(iii) Premium surcharges imposed pursuant to (i) and/or (ii) above shall be in an amount which will assure adequate funds for the program to be actuarially sound; provided that the surcharge to any participating member shall not exceed an amount equal to three (3) times the member's annual premium for that year, unless otherwise determined by the Board of Directors or the program's governing committee.

Provided, however, that no premium surcharge in excess of three times the member's annual premium for that year may be assessed unless, ninety days prior to the Board of Directors taking action to determine the amount of the surcharge, PRISM notifies the governing body of each participating member in writing of its recommendations regarding its intent to assess a premium surcharge and the amount recommended to be assessed each member. PRISM shall, concurrently with the written notification, provide each participating member with a copy of the actuarial study upon which the recommended premium surcharge is based.

(iv) A member which is no longer a participating member at the time the premium surcharge is assessed, but which was a participating member during the policy year(s) for which the premium surcharge was assessed, shall pay such premium surcharges as it would have otherwise been assessed in accordance with the provisions of (i), (ii), and (iii) above.

(c) **Program Implementation and Effective Date.** Upon establishment of an insurance program by the Board of Directors, PRISM shall determine the manner of program implementation and shall give written notice to all members of such program, which shall include, but not be limited to: program participation levels, coverages and terms of coverage of the program, estimates of first year premium charges, effective date of the program (or estimated effective date) and such other program provisions as deemed appropriate.

(d) **Late Entry Into Program.** A member which does not elect to enter an insurance program upon its implementation, pursuant to (c) above, or a county or public entity which becomes a party to this Agreement following implementation of the program, may petition the Board of Directors for late entry into the program. Such request may be granted upon a majority vote of the Board of Directors members, plus a majority vote of those board members who represent participants in the program. Alternatively, a county or public entity may petition the Executive Committee for late entry into the program, or a program committee, when authorized by an MOU governing that specific program, may approve late entry into that program. Such request may be granted upon a majority vote of the Executive Committee or program committee.

(e) **Reentry Into A Program.** Except as otherwise provided in a Program Memorandum of Understanding, any county or public entity that is a member of an insurance program of PRISM who withdraws or is cancelled from an insurance program under Articles 21 and 22, may not reenter such insurance program for a period of three years from the effective date of withdrawal or cancellation.

ARTICLE 15
ACCOUNTS AND RECORDS

(a) **Annual Budget.** PRISM shall annually adopt an operating budget pursuant to Article 8 of this Agreement, which shall include a separate budget for each insurance program under development or adopted and implemented by PRISM.

(b) **Funds and Accounts.** The Auditor of PRISM shall establish and maintain such funds and accounts as may be required by good accounting practices and by the Board of Directors. Separate accounts shall be established and maintained for each insurance program under development or adopted and implemented by PRISM. Books and records of PRISM in the hands of the Auditor shall be open to inspection at all reasonable times by authorized representatives of members.

PRISM shall adhere to the standard of strict accountability for funds set forth in Government Code Section 6505.

(c) **Auditor's Report.** The Auditor, within one hundred and eighty (180) days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board and to each member.

(d) **Annual Audit.** Pursuant to Government Code Section 6505, PRISM shall either make or contract with a certified public accountant to make an annual fiscal year audit of all accounts and records of PRISM, conforming in all respects with the requirements of that section. A report of the audit shall be filed as a public record with each of the members and also with the county auditor of the county where the home office of PRISM is located and shall be sent to any public agency or person in California that submits a written request to PRISM. The report shall be filed within six months of the end of the fiscal year or years under examination. Costs of the audit shall be considered a general expense of PRISM.

ARTICLE 16
RESPONSIBILITIES FOR FUNDS AND PROPERTY

(a) The Treasurer shall have the custody of and disburse PRISM's funds. He or she may delegate disbursing authority to such persons as may be authorized by the Board of Directors to perform that function, subject to the requirements of (b) below.

(b) Pursuant to Government Code Section 6505.6, the Treasurer shall:

(1) Receive and acknowledge receipt for all funds of PRISM and place them in the treasury of the Treasurer to the credit of PRISM.

(2) Be responsible upon his or her official bond for the safekeeping and disbursements of all PRISM funds so held by him or her.

(3) Pay any sums due from PRISM, as approved for payment by the Board of Directors or by any body or person to whom the Board of Directors has delegated approval authority, making such payments from PRISM funds upon warrants drawn by the Auditor.

(c) Pursuant to Government Code Section 6505.1, the Chief Executive Officer, the Treasurer, and such other persons as the Board of Directors may designate shall have charge of, handle, and have access to the property of PRISM.

(d) PRISM shall secure and pay for a fidelity bond or bonds, in an amount or amounts and in the form specified by the Board of Directors, covering all officers and staff of PRISM, and all officers and staff who are authorized to have charge of, handle, and have access to property of PRISM.

ARTICLE 17
RESPONSIBILITIES OF MEMBERS

Members shall have the following responsibilities under this Agreement.

(a) The board of supervisors of each member county shall appoint a representative and one alternate representative to the Board of Directors, pursuant to Article 7.

(b) Each member shall appoint an officer or employee of the member to be responsible for the risk management function for that member and to serve as a liaison between the member and PRISM for all matters relating to risk management.

(c) Each member shall maintain an active risk control program, and shall consider and act upon all recommendations of PRISM concerning the reduction of unsafe practices.

(d) Each member shall maintain its own claims and loss records in each category of liability covered by an insurance program of PRISM in which the member is a participant, and shall provide copies of such records to PRISM as directed by the Board of Directors or Executive Committee, or to such other committee as directed by the Board of Directors or Executive Committee.

(e) Each member shall pay premiums and premium surcharges due to PRISM as required under Article 14. Penalties for late payment of such premiums and/or premium surcharges shall be as determined and assessed by the Board of Directors. After withdrawal, cancellation, or termination action under Articles 20, 21, or 23, each member shall pay promptly to PRISM any additional premiums due, as determined and assessed by the Board of Directors under Articles 22 or 23. Any costs incurred by PRISM associated with the collection of such premiums or other charges, shall be recoverable by PRISM.

(f) Each member shall provide PRISM such other information or assistance as may be necessary for PRISM to develop and implement insurance programs under this Agreement.

(g) Each member shall cooperate with and assist PRISM, and any insurer of PRISM, in all matters relating to this Agreement, and shall comply with all Bylaws, and other rules by the Board of Directors.

(h) Each member shall have such other responsibilities as are provided elsewhere in this Agreement, and as are established by the Board of Directors in order to carry out the purposes of this Agreement.

ARTICLE 18
ADMINISTRATION OF CLAIMS

(a) Subject to subparagraph (e), each member shall be responsible for the investigation, settlement or defense, and appeal of any claim made, suit brought, or proceeding instituted against the member arising out of a loss.

(b) PRISM may develop standards for the administration of claims for each insurance program of PRISM so as to permit oversight of the administration of claims by the members.

(c) Each participating member shall give PRISM timely written notice of claims in accordance with the provisions of the Bylaws and the applicable program Memorandum of Coverage.

(d) A member shall not enter into any settlement involving liability of PRISM without the advance written consent of PRISM.

(e) PRISM, at its own election and expense, shall have the right to participate with a member in the settlement, defense, or appeal of any claim, suit or proceeding, which, in the judgment of PRISM, may involve liability of PRISM.

ARTICLE 19
NEW MEMBERS

Any California public entity may become a party to this Agreement and participate in any insurance program in which it is not presently participating upon approval of the Board of Directors, by a majority vote of the members, or by majority vote of the Executive Committee.

ARTICLE 20
WITHDRAWAL

(a) A member may withdraw as a party to this Agreement upon thirty (30) days advance written notice to PRISM if it has never become a participant in any insurance program pursuant to Article 14, or if it has previously withdrawn from all insurance programs in which it was a participant.

(b) After becoming a participant in an insurance program, a member may withdraw from that program only at the end of a policy year for the program, and only if it gives PRISM at least sixty (60) days advance written notice of such action.

ARTICLE 21
CANCELLATION

(a) Notwithstanding the provisions of Article 20, the Board of Directors may:

(1) Cancel any member from this Agreement and membership in PRISM, on a majority vote of the Board of Directors members. Such action shall have the effect of canceling the member's participation in all insurance programs of PRISM as of the date that all membership is canceled.

(2) Cancel any member's participation in an insurance program of PRISM, without canceling the member's membership in PRISM or participation in other programs, on a vote of two-thirds of the Board of Directors members present and voting who represent participants in the program.

The Board of Directors shall give sixty (60) days advance written notice of the effective date of any cancellation under the foregoing provisions. Upon such effective date, the member shall be treated the same as if it had voluntarily withdrawn from this Agreement, or from the insurance program, as the case may be.

(b) Except as otherwise provided in a program Memorandum of Understanding, a member that does not enter one or more of the insurance programs developed and implemented by PRISM within the member's first year as a member of PRISM shall be considered to have withdrawn as a party to this Agreement at the end of such period, and its membership in PRISM shall be automatically canceled as of that time, without action of the Board of Directors.

(c) A member which withdraws from all insurance programs of PRISM in which it was a participant and does not enter any program for a period of six (6) months thereafter shall be considered to have withdrawn as a party to the Agreement at the end of such period, and its membership in PRISM shall be automatically canceled as of that time, without action of the Board of Directors.

ARTICLE 22
EFFECT OF WITHDRAWAL OR CANCELLATION

(a) If a member's participation in an insurance program of PRISM is canceled under Article 21, with or without cancellation of membership in PRISM, and such cancellation is effective before the end of the policy year for that program, PRISM shall promptly determine and return to that member the amount of any unearned premium payment from the member for the policy year, such amount to be computed on a pro-rata basis from the effective date of cancellation.

(b) Except as provided in (a) above or as otherwise provided in a program Memorandum of Understanding, a member which withdraws or is canceled from this Agreement and membership in PRISM, or from any program of PRISM, shall not be entitled to the return of any premium or other payment to PRISM, or of any property contributed to PRISM. However, in the event of termination of this Agreement, such member may share in the distribution of assets of PRISM to the extent provided in Article 23 provided; however, that any withdrawn or canceled member, which has been assessed a premium surcharge pursuant to Article 14 (b) (3) (ii) shall be entitled to return of said member's unused surcharge, plus interest accrued thereon, at such time as the Board of Directors declares that a surplus exists in any insurance fund for which a premium surcharge was assessed.

(c) Except as provided in (d) below, a member shall pay any premium charges, which the Board of Directors determines are due from the member for losses and costs incurred during the entire coverage year in which the member was a participant in such program regardless of the date of entry into such program. Such charges may include any deficiency in a premium previously paid by the member, as determined by audit under Article 14 (b) (2); any premium surcharge assessed to the member under Article 14 (b) (3); and any additional amount of premium, which the Board of Directors determines to be due from the member upon final disposition of all claims arising from losses under the program during the entire coverage year in which the member was a participant regardless of date of entry into such program. Any such premium charges shall be payable by the member in accordance with PRISM's invoice and payment policy.

(d) Those members that have withdrawn or been canceled pursuant to Articles 20 and 21 from any program of PRISM during a coverage year shall pay any premium charges which the Board of Directors determines are due from the members for losses and costs which were incurred during the member's participation in any program.

ARTICLE 23
TERMINATION AND DISTRIBUTION OF ASSETS

(a) A three-fourths vote of the total voting membership of PRISM, consisting of member counties, acting through their boards of supervisors, and the voting Board of Directors members from the member public entities, is required to terminate this Agreement; provided; however, that this Agreement and PRISM shall continue to exist after such election for the purpose of disposing of all claims, distributing all assets, and performing all other functions necessary to conclude the affairs of PRISM.

(b) Upon termination of this Agreement, all assets of PRISM in each insurance program shall be distributed among those members which participated in that program in proportion to their cash contributions, including premiums paid and property contributed (at market value when contributed). The Board of Directors shall determine such distribution within six (6) months after disposal of the last pending claim or other liability covered by the program.

(c) Following termination of this Agreement, any member which was a participant in an insurance program of PRISM shall pay any additional amount of premium, determined by the Board of Directors in accordance with a loss allocation formula, which may be

necessary to enable final disposition of all claims arising from losses under that program during the entire coverage year in which the member was a participant regardless of the date of entry into such program.

ARTICLE 24
LIABILITY OF BOARD OF DIRECTORS, OFFICERS, COMMITTEE MEMBERS AND LEGAL ADVISORS

The members of the Board of Directors, Officers, committee members and legal advisors to any Board of Directors or committees of PRISM shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. They shall not be liable for any mistake of judgment or any other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of PRISM funds, or failure to invest.

No Director, Officer, committee member, or legal advisor to any Board of Directors or committee shall be responsible for any action taken or omitted by any other Director, Officer, committee member, or legal advisor to any committee. No Director, Officer, committee member or legal advisor to any committee shall be required to give a bond or other security to guarantee the faithful performance of their duties pursuant to this Agreement.

The funds of PRISM shall be used to defend, indemnify and hold harmless PRISM and any Director, Officer, committee member or legal advisor to any committee for their actions taken within the scope of the authority of PRISM. Nothing herein shall limit the right of PRISM to purchase insurance to provide such coverage, as is hereinabove set forth.

ARTICLE 25
BYLAWS

The Board of Directors may adopt Bylaws consistent with this Agreement, which shall provide for the administration and management of PRISM.

ARTICLE 26
NOTICES

PRISM shall address notices, billings and other communications to a member as directed by the member. Each member shall provide PRISM with the address to which communications are to be sent. Members shall address notices and other communications to PRISM to the Chief Executive Officer of PRISM, at the office address of PRISM as set forth in the Bylaws.

ARTICLE 27
AMENDMENT

A two-thirds vote of the total voting membership of PRISM, consisting of member counties, acting through their boards of supervisors, and the voting Board of Directors members from member public entities, is required to amend this Agreement. However, the Executive Committee is authorized to make non-substantive, clerical amendments to the Agreement and does not need to obtain approval from the Board of Directors to make such amendments.

ARTICLE 28
EFFECTIVE DATE OF AMENDMENTS

Any amendment of this Agreement shall become effective upon the date specified by the Board of Directors and upon approval of any Amended Agreement as required in Article 27. Approval of any amendment by the voting boards of supervisors and public entity board members must take place no later than 30 days from the effective date specified by the Board of Directors.

ARTICLE 29
PROHIBITION AGAINST ASSIGNMENT

No member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any member shall have any right, claim or title to any part, share, interest, fund, premium or asset of PRISM.

ARTICLE 30
AGREEMENT COMPLETE

This Agreement constitutes the full and complete Agreement of the parties.

ARTICLE 31
DISPUTE RESOLUTION

When a dispute arises between PRISM and a member, the following procedures are to be followed:

(a) Request for Reconsideration. The member will make a written request to PRISM for the appropriate Committee to reconsider their position, citing the arguments in favor of the member and any applicable case law that applies. The member can also, request a personal presentation to that Committee, if it so desires.

(b) Committee Appeal. The committee responsible for the program or having jurisdiction over the decision in question will review the matter and reconsider PRISM's position. This committee appeal process is an opportunity for both sides to discuss and substantiate their positions based upon legal arguments and the most complete information available. If the member requesting reconsideration is represented on the committee having jurisdiction, that committee member shall be deemed to have a conflict and shall be excluded from any vote.

(c) Executive Committee Appeal. If the member is not satisfied with the outcome of the committee appeal, the matter will be brought to the Executive Committee for reconsideration upon request of the member. If the member requesting reconsideration is represented on the Executive Committee, that Executive Committee member shall be deemed to have a conflict and shall be excluded from any vote.

(d) Arbitration. If the member is not satisfied with the outcome of the Executive Committee appeal, the next step in the appeal process is arbitration. The arbitration, whether binding or non-binding, is to be mutually agreed upon by the parties. The matter will be submitted to a mutually agreed arbitrator or panel of arbitrators for a determination. If Binding Arbitration is selected, then the decision of the arbitrator is final. Both sides agree to abide by the decision of the arbitrator. The cost of arbitration will be shared equally by the involved member and PRISM.

(e) Litigation. If, after following the dispute resolution procedure paragraphs a-d, either party is not satisfied with the outcome of the non-binding arbitration process, either party may consider litigation as a possible remedy to the dispute.

ARTICLE 32
FILING WITH SECRETARY OF STATE

The Chief Executive Officer of PRISM shall file a notice of this Agreement with the office of California Secretary of State within 30 days of its effective date, as required by Government Code Section 6503.5 and within 70 days of its effective date as required by Government Code Section 53051.

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement on the date indicated below.

DATE:_____ MEMBER: _____
(Print Name of Member)

BY: _____
(Authorized signature of Member)

Seal:

APPENDIX A
JOINT POWERS AGREEMENT
PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
(PRISM)

(as of January 20, 2026)

ACCEL
ALAMEDA COUNTY
ALAMEDA HEALTH SYSTEM
ALPINE COUNTY
AMADOR COUNTY
AMADOR TRANSIT
BAY AREA AIR QUALITY MGMT DISTRICT
BAHARMA (BAY AREA HOUSING AUTHORITY RISK MANAGEMENT AUTHORITY)
BERKELEY UNIFIED SCHOOL DISTRICT
BUTTE COUNTY
BUTTE SCHOOLS SELF-FUNDED PROGRAMS
CALAVERAS COUNTY
CALIFORNIA FAIR SERVICES AUTHORITY
CALIFORNIA INERGOVERNEMENTAL RISK AUTHORITY (CIRA)
CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY (CALMHSA)
CALIFORNIA SCHOOLS RISK MANAGEMENT (CSRM)
CALIFORNIA STATE SENATE
CALIFORNIA STATE UNIVERSITY RISK MANAGEMENT AUTHORITY (CSURMA)
CAMPBELL UNION SCHOOL DISTRICT
CAPITOL AREA DEVELOPMENT AUTHORITY
CAPRI
CASITAS MUNICIPAL WATER DISTRICT
CENCAL HEALTH
CENTRAL CONTRA COSTA SANITARY DISTRICT
CENTRAL COUNTY FIRE DEPARTMENT
CENTRAL REGION SCHOOL INSURANCE GROUP (CRSIG)
CENTRAL SIERRA CHILD SUPPORT AGENCY
CITY OF ADELANTO
CITY OF ALAMEDA
CITY OF ALBANY
CITY OF AMERICAN CANYON
CITY OF ANAHEIM
CITY OF ATWATER
CITY OF BAKERSFIELD
CITY OF BALDWIN PARK
CITY OF BEAUMONT
CITY OF BELL
CITY OF BELL GARDENS
CITY OF BELMONT
CITY OF BERKELEY
CITY OF BRISBANE
CITY OF BUENA PARK
CITY OF BURLINGAME
CITY OF CALABASAS
CITY OF CALEXICO
CITY OF CAPITOLA
CITY OF CARMEL BY THE SEA
CITY OF CARSON
CITY OF CHICO
CITY OF CHULA VISTA
CITY OF CITRUS HEIGHTS
CITY OF CLOVIS
CITY OF COMPTON
CITY OF CONCORD
CITY OF CORONA
CITY OF CORONADO
CITY OF COSTA MESA
CITY OF COVINA
CITY OF CULVER CITY
CITY OF CUPERTINO
CITY OF CYPRESS
CITY OF DALY CITY
CITY OF DEL MAR
CITY OF DIXON
CITY OF DOWNEY
CITY OF EL CAJON
CITY OF EL CENTRO
CITY OF EL MONTE
CITY OF ELK GROVE
CITY OF ENCINITAS
CITY OF ESCALON
CITY OF ESCONDIDO
CITY OF FAIRFIELD
CITY OF FOLSOM
CITY OF FONTANA
CITY OF FOSTER CITY
CITY OF FOUNTAIN VALLEY
CITY OF FREMONT
CITY OF GALT
CITY OF GARDEN GROVE
CITY OF GARDENA
CITY OF GLENDALE
CITY OF GOLETA
CITY OF HANFORD
CITY OF HAWTHORNE

CITY OF HAYWARD
CITY OF HEMET
CITY OF HESPERIA
CITY OF HUNTINGTON BEACH
CITY OF IMPERIAL BEACH
CITY OF IONE
CITY OF IRVINE
CITY OF IRWINDALE
CITY OF LAKE FOREST
CITY OF LANCASTER
CITY OF LEMON GROVE
CITY OF LINDSAY
CITY OF LIVE OAK
CITY OF LIVERMORE
CITY OF LOMA LINDA
CITY OF LOMPOC
CITY OF LOS ALAMITOS
CITY OF MADERA
CITY OF LOS ALTOS
CITY OF MANHATTAN BEACH
CITY OF MAYWOOD
CITY OF MENLO PARK
CITY OF MERCED
CITY OF MILL VALLEY
CITY OF MILLBRAE
CITY OF MISSION VIEJO
CITY OF MODESTO
CITY OF MONTEBELLO
CITY OF MONTEREY PARK
CITY OF MORENO VALLEY
CITY OF MOUNTAIN VIEW
CITY OF MURRIETA
CITY OF NAPA
CITY OF NATIONAL CITY
CITY OF NEEDLES
CITY OF NORCO
CITY OF NOVATO
CITY OF OAKLAND
CITY OF OCEANSIDE
CITY OF OROVILLE
CITY OF OXNARD
CITY OF PACIFICA
CITY OF PALMDALE
CITY OF PALO ALTO
CITY OF PASADENA
CITY OF PASO ROBLES
CITY OF PERRIS
CITY OF PETALUMA
CITY OF PICO RIVERA
CITY OF PINOLE
CITY OF PITTSBURG
CITY OF PLEASANTON
CITY OF POMONA
CITY OF PORT HUENEME
CITY OF RANCHO CORDOVA
CITY OF RANCHO MIRAGE
CITY OF RANCHO SANTA MARGARITA
CITY OF REDDING
CITY OF REDLANDS
CITY OF REDONDO BEACH
CITY OF REDWOOD CITY
CITY OF RIALTO
CITY OF RICHMOND
CITY OF RIDGECREST
CITY OF ROHNERT PARK
CITY OF ROSEVILLE
CITY OF SACRAMENTO
CITY OF SAN BERNARDINO
CITY OF SAN BRUNO
CITY OF SAN BUENAVENTURA (VENTURA)
CITY OF SAN CLEMENTE
CITY OF SAN DIEGO
CITY OF SAN JACINTO
CITY OF SAN LEANDRO
CITY OF SAN MATEO
CITY OF SAN RAMON
CITY OF SANTA CLARA
CITY OF SANTA CLARA HOUSING AUTHORITY
CITY OF SANTA MARIA
CITY OF SANTA ROSA
CITY OF SANTEE
CITY OF SAUSALITO
CITY OF SHAFTER
CITY OF SIMI VALLEY
CITY OF SOLANA BEACH
CITY OF SOUTH PASADENA
CITY OF SOUTH SAN FRANCISCO
CITY OF STANTON
CITY OF STOCKTON
CITY OF SUNNYVALE
CITY OF THOUSAND OAKS
CITY OF TORRANCE
CITY OF TRACY
CITY OF VACAVILLE
CITY OF VALLEJO
CITY OF VISALIA
CITY OF VISTA
CITY OF WALNUT CREEK
CITY OF WATSONVILLE
CITY OF WEST COVINA
CITY OF WEST SACRAMENTO
CITY OF WESTMINSTER
CITY OF WHITTIER
CITY OF YUBA CITY
COACHELLA VALLEY ASSICIATION OF GOVERNMENTS (CVAG)
COLLEGE OF THE LAW, SAN FRANCISCO
COLUSA COUNTY
CONTRA COSTA COUNTY
CONTRA COSTA COUNTY IHSS PUBLIC AUTHORITY
COUNCIL OF SAN BENITO COUNTY GOVERNMENTS

DEL NORTE COUNTY
DEL NORTE IHSS PUBLIC AUTHORITY
DUBLIN SAN RAMON SERVICES DISTRICT
EAST BAY REGIONAL PARK DISTRICT
EL DORADO COUNTY
EVERGREEN ELEMENTARY SCHOOL DISTRICT
FAIRFIELD-SUISUN SEWER DISTRICT
FIRST FIVE CONTRA COSTA CHILDREN & FAMILIES COMMISSION
FRESNO COUNTY
GLENN COUNTY
GOLD COAST TRANSIT DISTRICT
GOLDEN EMPIRE TRANSIT DISTRICT
GOLDEN STATE RISK MANAGEMENT AUTHORITY (GSRMA)
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISCTRICT
HOUSING AUTHORITY OF THE COUNTY OF MARIN
HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE
HUMBOLDT COUNTY
HUMBOLDT TRANSIT AUTHORITY (HTA)
HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT
IMPERIAL COUNTY
IMPERIAL COUNTY IHSS PUBLIC AUTHORITY
INLAND EMPIRE HEALTH PLAN
INLAND EMPIRE UTILITIES AGENCY
INYO COUNTY
IRVINE RANCH WATER DISTRICT (IRWD)
KERN COUNTY
KERN COUNTY HOSPITAL AUTHORITY
KERN IHSS PUBLIC AUTHORITY
KINGS COUNTY
KINGS COUNTY AREA PUBLIC TRANSIT AGENCY
KINGS WASTE & RECYCLING AUTHORITY
LAKE COUNTY
LAKE ELSINORE UNIFIED SCHOOL DISTRICT
LASSEN COUNTY LOCAL AGENCY WC EXCESS JPA (LAWCX)
LOMPOC VALLEY MEDICAL CENTER
LOS ANGELES COUNTY DEVELOPMENT AUTHORITY (LACDA)
LOS ANGELES COUNTY LAW LIBRARY
LOS ANGELES COUNTY OFFICE OF EDUCATION (LACOE)
LOS ANGELES UNFIED SCHOOL DISTRICT RISK MANAGEMENT AUTHORITY (LAUSDRMA)
MADERA COUNTY
MARIN COUNTY
MARIN COUNTY TRANSIT DISTRICT
MARIPOSA COUNTY
MENDOCINO COUNTY
MERCED COUNTY
MERCED IRRIGATION DISTRICT
MID-PENINSULA REGIONAL OPEN SPACE DISTRICT
MODOC COUNTY
MONO COUNTY
MONTEREY BAY AREA SELF INSURANCE AUTHORITY (MBASIA)
MONTEREY COUNTY
MONTEREY COUNTY HOUSING AUTHORITY
MONTEREY COUNTY WATER RESOURCE AGENCY (MCWRA)
MONTEREY PENINSULA AIRPORT DISTRICT
MONTEREY SALINAS TRANSIT
MORAGA-ORINDA FIRE PROTECTION DISTRICT
MORONGO BASIN TRANSIT AUTHORITY DBA BASIN TRANSIT
MOUNTAIN COMMUNITIES' HEALTHCARE DISTRICT
MUNICIPAL POOLING AUTHORITY (MPA)
NAPA COUNTY
NAPA SANITATION DISTRICT
NEVADA COUNTY
NORTH COUNTY TRANSIT DISTRICT
NORTHERN CA CITIES SELF INSURANCE FUND (NCCSIF)
NORTHERN CALIFORNIA POWER AGENCY (NCPA)
NCSDIA
OAKLAND UNIFIED SCHOOL DISTRICT
OC SANITATION DISTRICT
OFFICE OF COMMUNITY AND INVESTMENT AND INFRASTRUCTURE (OCII)
OMNITRANS
ORANGE COUNTY FIRE AUTHORITY
ORANGE COUNTY TRANSPORTATION AUTHORITY
PAJARO VALLEY HEALTH CARE DISTRICT HOSPITAL CORPORATION DBA WATSONVILLE COMMUNITY HOSPITAL
PALO VERDE VALLEY HEALTH CARE DISTRICT HOSPITAL
PASADENA USD
PLACER COUNTY
PLACER COUNTY WATER AGENCY
PLEASANT HILL RECREATION & PARK DIST
PLUMAS COUNTY
PORT OF OAKLAND
PRISM
PUBLIC AGENCIES SELF INSURANCE SYSTEM (PASIS) – SAN DIEGO

PUBLIC ENTITY RISK MANAGEMENT AUTHORITY (PERMA)
REDONDO BEACH UNIFIED SCHOOL DIST
RIVERSIDE COUNTY
RIVERSIDE COUNTY IHSS PUBLIC AUTHORITY
RIVERSIDE TRANSIT AGENCY
SACRAMENTO AREA FLOOD CONTROL AGENCY
RURAL COUNTY REPRESENTATIVES OF CALIFORNIA (RCRC)
SACRAMENTO AREA FLOOD CONTROL AGENCY
SACRAMENTO AREA SEWER DISTRICT (SASD)
SACRAMENTO COUNTY
SACRAMENTO FIRST FIVE COMMISSION
SACRAMENTO – YOLO MOSQUITO AND VECTOR CONTROL DISTRICT
SAN BENITO COUNTY
SAN BENITO IHSS PUBLIC AUTHORITY
SAN BERNARDINO COUNTY
SAN BERNARDINO IHSS PUBLIC AUTHORITY
SAN BERNARDINO MOUNTAINS COMMUNITY HOSPITAL
SAN BERNARDINO MUNICIPAL WATER DEPARTMENT
SAN DIEGO COUNTY
SAN DIEGO COUNTY IHSS PUBLIC AUTHORITY
SAN DIEGO COUNTY WATER AUTHORITY
SAN DIEGO HOUSING COMMISSION
SAN DIEGO METROPOLITAN TRANSIT SYSTEM
SAN DIEGO UNIFIED SCHOOL DISTRICT
SAN ELIJO JPA ADMINISTRATION
SAN JOAQUIN COUNTY
SAN JOSE UNIFIED SCHOOL DISTRICT
SAN LUIS OBISPO COUNTY
SAN MATEO CONSOLIDATED FIRE DEPARTMENT
SAN MATEO COUNTY SCHOOLS INSURANCE GROUP (SMCSIG)
SANTA BARBARA COUNTY
SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
SANTA CLARA COUNTY
SANTA CLARA COUNTY CENTRAL FIRE PROTECTION DISTRICT
SANTA CLARA COUNTY LIBRARY DISTRICT JPA
SANTA CLARA COUNTY OFFICE OF EDUCATION (SCCOE)
SANTA CLARA COUNTY VECTOR CONTROL DISTRICT
SANTA CLARA VALLEY WATER DISTRICT
SANTA CRUZ COUNTY
SANTA CRUZ COUNTY FIRE AGENCIES INSURANCE GROUP
SANTA CRUZ METRO TRANSIT DISTRICT
SCHOOLS EXCESS LIABILITY FUND (SELF)
SELF INSURED RISK MANAGEMENT AUTHORITY (SIRMA)
SHASTA COUNTY
SHASTA IHSS PUBLIC AUTHORITY
SIERRA COUNTY
SISKIYOU COUNTY
SLORTA JPA
SOLANO COUNTY
SOLANO TRANSPORTATION AUTHORITY
SONOMA COUNTY
SONOMA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION (SCERA)
SONOMA MARIN AREA RAIL TRANSIT
SOUTH BAY AREA SCHOOLS INSURANCE AUTHORITY (SBASIA)
SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY (SDRMA)
STANISLAUS COUNTY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALPINE
SUPERIOR COURT OF CALIFORNIA, COUNTY OF AMADOR
SUPERIOR COURT OF CALIFORNIA, COUNTY OF BUTTE
SUPERIOR COURT OF CALIFORNIA, COUNTY OF CALAVERAS
SUPERIOR COURT OF CALIFORNIA, COUNTY OF COLUSA
SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA
SUPERIOR COURT OF CALIFORNIA, COUNTY OF DEL NOTRE
SUPERIOR COURT OF CALIFORNIA, COUNTY OF EL DORADO
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LAKE
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LASSEN
SUPERIOR COURT OF CALIFORNIA, COUNTY OF MERCED

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE
SUPERIOR COURT OF CALIFORNIA, COUNTY OF PLACER
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BENITO
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN LUIS OBISPO
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA BARBARA
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CRUZ
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SHASTA
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SONOMA
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STANISLAUS
SUPERIOR COURT OF CALIFORNIA, COUNTY OF TRINITY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF TUOLUMNE
SUPERIOR COURT OF CALIFORNIA, COUNTY OF YOLO
SUPERIOR COURT OF CALIFORNIA, COUNTY OF YUBA
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SISKIYOU
SUTTER COUNTY
SUTTER IHSS PUBLIC AUTHORITY
TAHOE TRANSPORTATION DISTRICT
TEHAMA COUNTY
TOWN OF APPLE VALLEY
TOWN OF COLMA
TOWN OF YOUNTVILLE
TRANSPORTATION CORRIDOR AGENCIES
TRI-COUNTY SCHOOLS INSURANCE GROUP (TCSIG)
TRINDEL INSURANCE FUND
TRINITY COUNTY
TULARE COUNTY
TUOLUMNE COUNTY
TURLOCK IRRIGATION DISTRICT
UNION SANITARY DISTRICT
UPLAND UNIFIED SCHOOL DISTRICT
VENTURA COUNTY
WEST SAN GABRIEL LIABILITY AND PROPERTY JPA
WEST SAN GABRIEL WC JPA
YOLO COUNTY
YOLO COUNTY PUBLIC AGENCY RISK MANAGEMENT INSURANCE AUTHORITY (YCPARMIA)
YUBA COUNTY

MEMORANDUM OF UNDERSTANDING
CYBER LIABILITY PROGRAM

This Memorandum of Understanding (hereinafter "Memorandum") is entered into by and between Public Risk Innovation, Solutions, and Management (hereinafter referred to as "PRISM") and the participating entities (hereinafter "Members") who are signatories to this Memorandum.

1. CREATION AND PURPOSE OF THE PROGRAM. There is hereby created by this Memorandum the Cyber Liability Program (hereafter "Program"). The purpose of the Program is to provide participating Members with coverage and risk-sharing for cyber-related losses, including but not limited to data breaches, network security failures, privacy liability, cyber extortion, business interruption due to cyber events, and related costs, as more fully described in the applicable coverage documents.

2. JOINT POWERS AGREEMENT. Each participating member of the Program shall have executed the Joint Powers Agreement Creating Public Risk Innovation, Solutions, and Management (hereinafter referred to as "Agreement"). Except as otherwise provided herein, all terms used herein shall be as defined in Article 1 of the Agreement, and all other provisions of the Agreement not in conflict with this Memorandum shall be applicable.

3. GOVERNANCE AND PROGRAM OVERSIGHT

The Executive Committee of PRISM (hereafter "Committee") shall have full authority over all matters affecting the Program, including but not limited to:

a. Approval of new members;
b. Program structure and participation requirements;
c. Premium and rate setting;
d. Retention levels, limits, and reinsurance;
e. Allocation of aggregate limits (as needed);
f. Underwriting standards;
g. Data submission requirements and cybersecurity controls; and
h. Policies regarding withdrawal and cancellation

4. PROGRAM PARTICIPATION AND MEMBERSHIP

a. Participation in the Program is voluntary and subject to approval by PRISM in accordance with the Agreement and Program underwriting guidelines.
b. A Member approved for participation shall remain in the Program until withdrawal or cancellation in accordance with the Agreement and this Memorandum.
c. PRISM may establish eligibility criteria, including but not limited to minimum cybersecurity controls, incident response planning, training, and compliance with applicable laws and standards.

5. ANNUAL PREMIUM

In accordance with Article 14(b)(2) of the Agreement, participating Members shall be assessed an annual premium for the purpose of funding the Program. Annual

rates/premiums will be established by the Committee in consultation with the carrier, actuaries and/or other consultants.

6. COST ALLOCATION

Each Member's share of the annual premium shall be determined pursuant to a Committee-approved cost allocation methodology, which may consider factors such as exposure, size, cybersecurity posture, loss experience, and other risk characteristics. The cost allocation methodology may be amended from time to time by action of the Committee.

7. COVERAGE DOCUMENTS

PRISM shall issue applicable coverage documents evidencing a Member's participation in the Program and setting forth the specific terms, conditions, limits, retentions, exclusions, and endorsements applicable to the cyber liability coverage.

8. CLAIMS AND INCIDENT REPORTING

a. Members shall comply with all incident reporting, claims reporting, and cooperation requirements established by PRISM, and/or the carrier, and as set forth in the coverage documents.
b. Members shall promptly notify PRISM of any known or suspected cyber incident that may give rise to a claim under the Program.
c. PRISM may establish cyber incident response protocols, panel vendors, breach response requirements, and claims administration standards applicable to the Program.
d. Failure to comply with these reporting requirements could adversely impact coverage.

9. CLAIMS ADMINISTRATION

Claims administration services shall be provided by the insurance carrier(s) and/or their assignee.

10. CYBERSECURITY STANDARDS

Each Member shall maintain reasonable and appropriate cybersecurity controls, policies, and procedures, and shall cooperate with PRISM in risk management initiatives, assessments, training, and audits related to cyber risk.

11. WITHDRAWAL AND CANCELLATION

Withdrawal or cancellation from the Program shall be governed by Articles 20 and 21 of the Agreement, subject to policy provisions and any additional Program-specific requirements adopted by the Committee.

12. LATE PAYMENTS

Notwithstanding any other provision to the contrary regarding late payment of invoices or cancellation from a Program, at the discretion of the Executive Committee, any Member that fails to pay an invoice when due may be given a ten (10) day written notice of cancellation.

13. DISPUTE RESOLUTION

Any question or dispute with respect to the rights and obligations of the parties to this Memorandum regarding coverage shall be determined in accordance with the Agreement Article 31, Dispute Resolution.

14. AMENDMENT

This Memorandum may be amended by a majority vote of the Executive Committee and signature on the Memorandum by the Member's designated representative who shall have authority to execute this Memorandum. Should a Member of the Program fail to execute any amendment to this Memorandum within the time provided by the Executive Committee, the Member will be deemed to have withdrawn at the following renewal.

15. COMPLETE AGREEMENT

Except as otherwise provided herein, this Memorandum constitutes the full and complete agreement of the Members.

16. SEVERABILITY

If any provision of this Memorandum is judicially determined to be void or unenforceable, such determination shall not affect the validity of the remaining provisions.

17. EFFECTIVE DATE

This Memorandum shall become effective on the effective date of coverage for the Member and upon approval by the Executive Committee of any amendment, whichever is later.

18. EXECUTION IN COUNTERPARTS

This Memorandum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of the dates set forth below.

PRISM:
Dated: 7/1/2026

Signature: Gina Dean
Printed Name & Title: Gina Dean, CEO
Public Risk Innovation, Solutions, and Management

Member:
Dated: _____

Signature: _____
Printed Name & Title: _____
Member Entity: _____

AGENDA ITEM 7

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	April 8, 2026
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Hanan Sawalha, Senior Management Analyst Brian Cunanan, Commuter & Motorist Assistance Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Mobility Services Update (July–December 2025)

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Receive and file the Mobility Services Update for July through December 2025.

BACKGROUND:

RCTC's Mobility Services programs offer a variety of services that make everyday travel easier for Riverside County residents by expanding transportation options and access, enhancing highway safety and incident response, and contributing to cleaner, healthier communities. Together, the Commuter Assistance and Motorist Assistance programs provide practical support before and during a trip. They not only help residents navigate their daily travel, but also ensure the region gets the most out of its transportation infrastructure and transit network.

This update provides the Commission with a high-level summary of Commuter Assistance and Motorist Assistance activities, performance trends, and key initiatives underway during the reporting period. The update is informational and is intended to support transparency, accountability, and strategic oversight of RCTC's Mobility Services portfolio.

Commuter Assistance (Transportation Demand Management)

The Commuter Assistance Program (CAP), also known as Transportation Demand Management (TDM), improves mobility and reduces congestion by encouraging more efficient use of the transportation system. TDM focuses on reducing drive-alone travel by expanding access to sustainable transportation alternatives, including bus and rail transit, carpools and vanpools, active transportation, and telework.

CAP delivers these strategies through three core TDM programs, IE Commuter, VanClub, and Park & Ride, and has expanded engagement beyond work-based trips through the launch of

Experience Metrolink, a free rail pass program that encourages residents to try rail for any trip purpose.

- **IE Commuter:** In partnership with San Bernardino County Transportation Authority, IE Commuter supports nearly 2,700 regional worksites with tools, rideshare incentives, and hands-on assistance to help deploy employee rideshare programs, including support for large, regulated employers in meeting regional air-quality compliance requirements. During the July to December 2025 period, employer partners reduced 1.8 million vehicle trips, avoided 32.3 million vehicle miles, and cut 13,102 tons of emissions.

- **VanClub:** VanClub supports shared commuting by reimbursing vanpools commuting to Riverside County worksites up to $600 per month, and as a member of CalVans helped agricultural workers access reliable transportation. During the July to December 2025 period, VanClub ended with 60 vanpools, eliminating 58,693 vehicle trips, avoiding over 3 million vehicle miles, and reducing 1,146 tons of emissions.

- **Park & Ride**: Park & Ride facilities help residents access carpools, vanpools, and transit. In total, there are 2,821 Park & Ride spaces in Riverside County, including 534 leased spaces across eight locations made available through RCTC's Park & Ride lease program, in partnership with Caltrans.

- **Experience Metrolink – Free Rail Pass Program (New)**: Launched in 2025 with LCTOP funding, Experience Metrolink offers residents up to 90 days of free Metrolink travel and has already reached 6,800 participants, helping residents try rail for work, school, recreation, and other everyday trips. During the July to December 2025 period, it is estimated that this program helped eliminate 38,300 vehicle trips, reduce 3.4 million vehicle miles, and reduce 1,407 tons of emissions.

Motorist Assistance

The Commission's Motorist Assistance programs focus on keeping Riverside County's highway system moving by supporting stranded motorists, improving incident response, and providing timely travel information. Together, these services help reduce secondary collisions, minimize congestion impacts, and support more efficient use of the region's transportation infrastructure.

As the Service Authority for Freeway Emergencies (SAFE), RCTC delivers motorist assistance through two core programs: the Freeway Service Patrol (FSP) and SoCal 511 Traveler Information Services (SoCal 511). In addition, RCTC is advancing a Next Generation Motorist Aid Study to guide future modernization efforts.

- **Freeway Service Patrol (FSP):** FSP provides free roadside assistance to stranded motorists on the region's most heavily traveled freeways during peak periods, including jumpstarts, tire changes, fuel and tows, at no cost to the driver. FSP is also deployed to support traffic flow during major events and in active construction zones. During the July to December

2025 period, FSP delivered 30,043 assists across 130 centerline miles of general-purpose roadway. A total of 1,368 assists were made on toll segments.

Surveys were distributed to all motorists assisted. A total of 242 survey responses were submitted via the online survey website and phone service. Below are a few standout responses:

"*The absolute BEST. I've never had a flat and could not have gotten to my spare (no training). He was patient and kind and even instructed me on what to do (although he did all the work). He was PROFESSIONAL, fast, friendly, kind and just WONDERFUL!"* - Chris P.

"*He was very helpful and professional and provided service with a smile and made sure I was kept safe by asking me to remain inside my car since we were on the freeway. I had no idea the freeway service patrol existed! The guy was very helpful and calm and got my tire changed in 5 min...I was worried about being late to pick up my son from day care and I had no one to pick him up! He was a God send!"* - Melissa A.

"*He was straight to the point, he knew were in an unsafe location and could see we had a frustrated toddler. He was very helpful and professional. I was so relieved he was there to help us get to a safer location, I was really scared of getting rear ended or clipped and getting injured.*" - Nancy C.

- **SoCal 511 Traveler Information Services (SoCal 511)**: The SoCal 511 system provides free, multilingual, real-time traffic, transit, and commuter information via SoCal511.com, the 511 phone line, and the mobile application. During July to December 2025, the service supported 543,720 webpage views, with a total of 204,359 web users. The mobile application saw a total of 31,103 users. There was a total of 27,594 calls from Inland Empire users to the phone line.

Future Mobility Services Initiatives

To ensure RCTC's Mobility Services continue to meet evolving travel needs and maximize the value of existing transportation investments, the Commission is advancing several forward-looking initiatives focused on program modernization, data-driven decision-making, and customer experience. Together, these efforts will help position Commuter Assistance and Motorist Assistance programs to remain effective, scalable, and responsive, while supporting long-term mobility, safety, and system performance goals.

- **Next Generation Motorist Aid Study:** This study is underway and will examine traffic patterns, incident trends, and emerging technologies to guide the modernization and optimization of motorist assistance services.

- **Next Generation Strategic TDM Plan:** This TDM-focused study will analyze travel patterns across all trip markets and result in a data-driven blueprint for RCTC's evolving commuter assistance programs;
- **Transit Trainer Program Pilot:** Hands-on support to help new riders learn to navigate transit systems, complementing Experience Metrolink and reducing barriers to transit use.
- **SoCal 511 Modernization:** In partnership with Metro, this effort will modernize the SoCal 511 website, IVR, and mobile application ahead of the 2028 Olympic Games.

Collectively, RCTC's Mobility Services help residents move through Riverside County more easily by reducing congestion, improving air quality, and expanding affordable travel options people can rely on today. These programs strengthen the region's economy by supporting access to jobs and essential services. They keep drivers safe through modern roadside assistance and emergency response. Together, these efforts create a safer, more dependable, and more sustainable transportation system. A system that maximizes the value of existing infrastructure and enhances the performance of the region's transit network.

FISCAL IMPACT:

This is an informational item. There is no fiscal impact.

Attachment: Commuter and Motorist Assistance Programs Metrics Dashboard

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Mobility Services Metrics: FY 26 Q1 & Q2

July Through December 2025

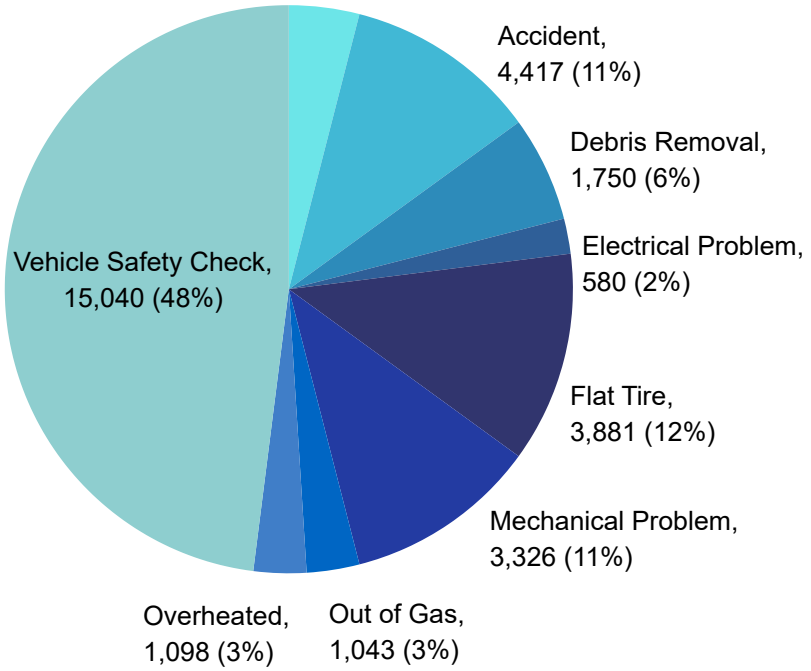
Motorist Assistance

Freeway Service Patrol

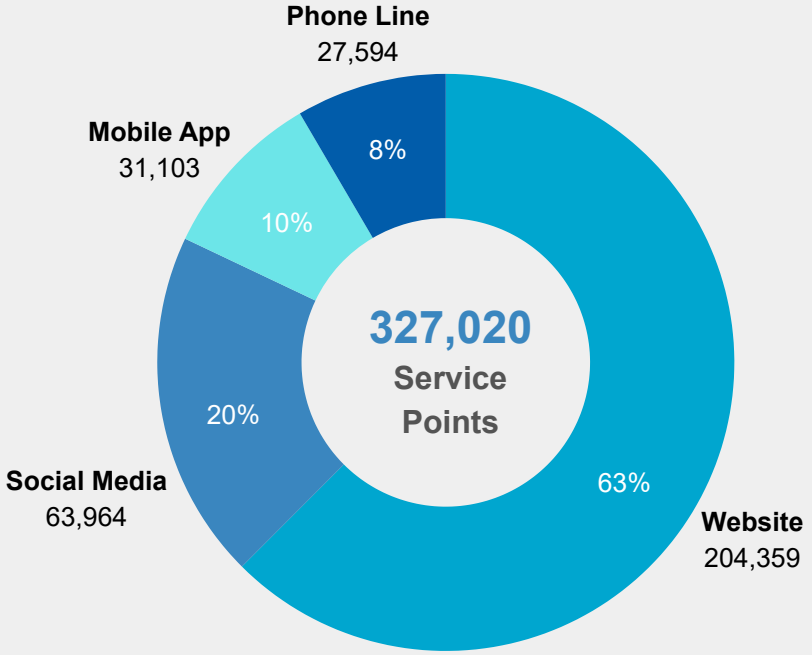
31,411 Total Asissts

30,043 General Purpose Lanes

1,368 Toll Lanes



SoCal 511



Commuter Assistance

IE Commuter – Drive Less. Smile More.	Employer Worksites 2,692	Commuter Accounts 140,076	1,765,199	32,290,155	13,102
VANCLUB	60 Vanpools		58,693	3,032,047	1,146
experience METROLINK – to work and play	3,371 Participants		38,300	3,448,096	1,407
			1,862,192 Trips Reduced	**38,770,297** VMTs Reduced	**15,655 Tons** GHG Reduced

AGENDA ITEM 8

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	April 8, 2026
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Brian Cunanan, Commuter & Motorist Assistance Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Transportation Demand Management Modernization Contracts

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Award Agreement No. 26-41-034-00 with Alta Planning + Design, Inc. for Next Generation Strategic Transportation Demand Management Plan services, for an eighteen-month term, in an amount not to exceed $385,895;
2) Award the following agreements to provide on-call transportation demand management services for three-year base period with two, one-year options to extend the agreements for a total period of performance of up to five years in an amount not to exceed an aggregate value of $7,000,000;
   a. Agreement No. 26-41-035-00 with AECOM Technical Services;
   b. Agreement No. 26-41-056-00 with Alta Planning + Design;
   c. Agreement No. 26-41-057-00 with HNTB Corporation;
   d. Agreement No. 26-41-058-00 with ICF Consulting;
   e. Agreement No. 26-41-059-00 with Media Beef;
   f. Agreement No. 26-41-060-00 with Nelson\Nygaard Consulting Associates;
   g. Agreement No. 26-41-061-00 with Steer Davies & Gleave;
3) Approve Agreement No. 26-41-067-00 with the Mobile Source Air Pollution Reduction Review Committee (MSRC) funding agreement as part of its Transportation Demand Management CTC Partnership Program in an amount not to exceed $4,000,000; and
4) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement, on behalf of the Commission.

BACKGROUND INFORMATION:

Transportation Demand Management (TDM) is a core component of RCTC's Mobility Services portfolio and plays a critical role in improving mobility, reducing congestion, supporting air quality goals, and enhancing quality of life for Riverside County residents. The Commission, in partnership with the San Bernardino County Transportation Authority (SBCTA), has operated one of Southern California's most established and comprehensive TDM programs, serving Riverside and San Bernardino County residents and employers since the 1990s. Building on that strong

foundation, the program is now strategically expanding beyond its traditional commute-focused model to engage a broader range of trip markets including non-work, school, and discretionary travel, positioning Mobility Services to influence total travel behavior and deliver greater regionwide impact.

Today, as part of RCTC's Mobility Services portfolio, the Commission administers several TDM programs, including IE Commuter, a comprehensive employer and commuter focused program offering rideshare incentives, marketing, ridematching tools, and South Coast Air Quality Management District Rule 2202 compliance support services; VanClub, which provides vanpool subsidies for commuters traveling to Riverside County worksites; Park and Ride facilities supporting regional ridesharing and transit access; and Experience Metrolink, a recently launched initiative providing complimentary rail passes to Riverside and San Bernardino County residents.

The Commission's TDM program has continuously evolved through strategic technology upgrades, regional integration, expanded countywide service coverage, and the introduction of new incentive and telework initiatives. These efforts reflect an ongoing commitment to innovation and program refinement to maximize impact and remain responsive to changing travel patterns.

DISCUSSION:

Strategic TDM Plan

Regional travel behavior continues to evolve. Non work, school, and other discretionary trips represent a significant share of overall travel activity, and hybrid work patterns are influencing traditional peak period demand. At the same time, advanced mobility data tools such as Replica, Spotlight, and Compass provide unprecedented insight into emerging travel trends. These conditions create a timely opportunity to modernize the Commission's TDM strategy, expand its reach across all trip markets, and prioritize measurable VMT reductions that support congestion relief, maximize existing capital investments, and help advance new capital projects under SB 743.

Accordingly, staff sought to procure Next Generation Strategic TDM Plan professional services to conduct rigorous data analysis and develop the most effective roadmap for modernizing the program while expanding engagement across broader trip markets to maximize impact. The scope of work includes comprehensive travel behavior analysis, identification of gaps and opportunities across trip markets and subregions, recommendations to strengthen coordination and information sharing frameworks, and the development of a clear implementation blueprint to guide the program's future direction.

The project is anticipated to take approximately 18 months to complete, after which staff will present the results and recommendations to the Commission for review and direction.

On-Call TDM Services

To ensure the Commission has the resources to both advance near-term priorities and implement future recommendations from the Strategic TDM Plan, staff also sought to establish a bench of qualified firms to provide On-Call TDM Services.

The on-call bench scope is organized into modular service areas to provide flexible and scalable support across a broad range of potential TDM projects. Services that may be requested include new program design and implementation; data collection and performance analytics; marketing and communications; grant development and administration; policy development; and technology scoping and systems integration. This modular structure enables targeted deployment of expertise as needed, ensuring adaptability, efficient delivery, and alignment with evolving mobility conditions and funding opportunities.

In the near term, the on-call TDM bench enables staff to advance previously identified special projects and priority initiatives while the strategic plan is underway. Potential efforts include Transit Trainer programs focused on both worksite travel training and discretionary or leisure travel training; major event and Olympic readiness planning initiatives; exploration of a Virtual Park & Ride concept; and targeted engagement strategies for high-density residential communities. In the longer term, the on-call TDM bench will position the Commission to quickly advance priority projects emerging from the Strategic TDM Plan by providing a pre-qualified pool of firms capable of supporting implementation.

Mobile Source Air Pollution Reduction Review Committee Funding

The MSRC is a subcommittee of the South Coast Air Quality Management District responsible for allocating Clean Transportation Funding to reduce vehicle emissions and advance regional air quality goals.

In response to MSRC's TDM County Transportation Commission (CTC) Partnership Program work program, RCTC submitted a proposal in July 2025 requesting $4,000,000 in Clean Transportation Funding for Riverside County. The proposal allocates funding toward eligible Transportation Control Measure categories, including $500,000 for strategic TDM planning efforts, covering general program modernization and major event/Olympic readiness planning; $3,000,000 for implementation of high-impact TDM and mobility strategies identified through those efforts; and $500,000 for enhanced Freeway Service Patrol (FSP) services to expand coverage during the 2028 Olympic Games. The MSRC approved funding under its FY 2024-27 Work Program on October 16, 2025, with final approval by the South Coast AQMD Governing Board on November 7, 2025.

Approval of the MSRC agreement positions the Commission to implement performance-based TDM and traffic management strategies that deliver measurable congestion relief and emission reduction benefits, while enhancing regional readiness for major international events. MSRC funding will be leveraged with local Measure A and/or SAFE funds to advance plan recommendations and deploy priority projects.

Procurement Process

Strategic TDM Plan

Staff determined the weighted factor method of source selection to be the most appropriate for this procurement, as it allows the Commission to identify the best proposal with price and other factors considered. Non-price factors include elements such as qualifications of firm and personnel and understanding and approach for next generation strategic TDM plan services as set forth under the terms of Request for Proposals (RFP) No. 26-41-034-00.

RFP No. 26-41-034-00 for Inland Empire Next Generation Strategic TDM Plan Services was released by staff on December 18, 2025. The RFP was posted on the Commission's PlanetBids website, which is accessible through the Commission's website. Utilizing PlanetBids, emails were sent to 1,505 firms, 248 of which are located in Riverside County. Through the PlanetBids site, 58 firms downloaded the RFP. Staff responded to all questions submitted by potential proposers by January 15, 2026. Four consultants – Alta Planning + Design, Inc. (Portland, OR); ICF Consulting, LLC (Reston, VA); Nelson\Nygaard Consulting Associates (Los Angeles, CA); Steer Davies & Gleave, Inc. (Los Angeles, CA) - submitted responsive proposals prior to the 2:00 p.m. submittal deadline on February 2, 2026. Utilizing the evaluation criteria set forth in the RFP, all firms were evaluated and scored by an evaluation committee comprised of Commission and San Bernardino County Transportation Authority staff.

Based on the evaluation committee's assessment of the written proposals and pursuant to the terms of the RFP, the evaluation committee shortlisted and invited three firms (Alta Planning + Design, ICF Consulting, Steer Davies & Gleave) to the interview phase of the evaluation and selection process. Interviews were conducted on February 24, 2026.

As a result of the evaluation committee's assessment of the written proposals and interviews, the evaluation committee determined Alta Planning + Design to be the most qualified firm to provide the Inland Empire next generation strategic transportation demand management plan services. The evaluation committee recommends contract award to Alta Planning + Design for an eighteen-month term in an amount not to exceed $385,895, as this firm earned the highest total evaluation score.

The overall evaluation ranking of the firms that were interviewed, based on highest to lowest total evaluation score, are presented in the following table:

Firm	Price	Overall Ranking
Alta Planning + Design	$385,895	1
Steer Davies & Gleave	$474,441	2
ICF Consulting	$468,640	3

The Commission's model professional services agreement will be entered into with the firm, pursuant to legal counsel review. Staff oversight of the contract will maximize the effectiveness of the consultant and minimize costs to the Commission.

On-Call TDM Services

Staff determined the weighted factor method of source selection to be the most appropriate for this procurement, as it allows the Commission to identify the most advantageous proposal with price and other factors considered. Non-price factors include elements such as qualifications of firm and personnel and understanding and approach for on-call TDM services as set forth under the terms of RFP No. 26-41-035-00.

RFP No. 26-41-035-00 for On-Call TDM Services was released by staff on December 18, 2025. The RFP was posted on the Commission's PlanetBids website, which is accessible through the Commission's website. Utilizing PlanetBids, emails were sent to 1,505 firms, 248 of which are located in Riverside County. Through the PlanetBids site, 60 firms downloaded the RFP. Staff responded to all questions submitted by potential proposers by January 15, 2026. Nine consultants – AECOM Technical Services (Boston, MA); Alta Planning + Design (Portland, OR); HNTB Corporation (Ontario, CA); ICF Consulting (Reston, VA); Media Beef (Riverside, CA); Nelson\Nygaard Consulting Associates (Los Angeles, CA); Steer Davies & Gleave Inc (Los Angeles, CA); TKE Engineering (Riverside, CA); and Walker Consultants Inc (Los Angeles, CA) - submitted proposals prior to the 2:00 p.m. submittal deadline on February 2, 2026. Of the nine proposals submitted, eight were deemed responsive. Staff determined that the proposal submitted by TKE Engineering was non-responsive due to the omission of the required proposal pricing form. Utilizing the evaluation criteria set forth in the RFP, all firms were evaluated and scored by an evaluation committee comprised of Commission and San Bernardino County Transportation Authority staff.

Based on the evaluation committee's assessment of the written proposals and pursuant to the terms of the RFP, the evaluation committee shortlisted and invited seven firms (AECOM Technical Services, Alta Planning + Design, HNTB Corporation, ICF Consulting, Media Beef, Nelson\Nygaard Consulting Associates, and Steer Davies & Gleave) to the interview phase of the evaluation and selection process. Interviews were conducted on February 25, 2026.

As a result of the evaluation committee's assessment of the written proposals and interviews, the evaluation committee determined AECOM Technical Services, Alta Planning + Design, HNTB Corporation, ICF Consulting, Media Beef, Nelson\Nygaard Consulting Associates, and Steer Davies & Gleave to be the most qualified firms to provide the on-call TDM services. The evaluation committee recommends contract awards to these firms for a three-year base period with two, one-year options to extend the agreements for a total period of performance of up to five years in an amount not to exceed $7,000,000 as these firms earned the highest total evaluation scores.

The overall evaluation ranking of the firms that were interviewed, based on highest to lowest total evaluation score, and the average hourly rates are presented in the following table:

Firm	Hourly Rate	Overall Ranking
Alta Planning + Design	$223.88	1
Media Beef	$126.63	2
ICF Consulting	$164.02	3
Steer Davies & Gleave Inc	$209.69	4
Nelson\Nygaard Consulting Associates	$237.19	5
AECOM Technical Services	$192.10	6
HNTB Corporation	$244.31	7

The multiple award, on-call, indefinite delivery/indefinite quantity task order type contracts do not guarantee work to any of the awardees; therefore, no funds are guaranteed to any consultant. Pre-qualified consultants will be selected for specific tasks based on qualification information contained in their proposals and/or competitive fee proposals for the specific tasks. Services will be provided through the Commission's issuance of contract task orders to the consultants on an as-needed basis.

The Commission's model on-call professional services agreement will be entered into with each consultant firm, subject to any changes approved by the Executive Director, pursuant to legal counsel review. Staff oversight of the contracts and task orders will maximize the effectiveness of the consultants and minimize costs to the Commission.

FISCAL IMPACT:

Funding for the Strategic TDM Plan agreement with Alta will be provided through a cost sharing arrangement with SBCTA, which will reimburse one half of the total contract amount, with the remaining balance funded through reimbursement from the MSRC.

Financial Information							
In Fiscal Year Budget:		Yes	Year:	FY 2025/26 FY 2026/27+	Amount:	$42,879 $343,016	
Source of Funds:	SBCTA and MSRC Reimbursements				Budget Adjustment:		No
GL/Project Accounting No.:	Revenue: 632xxx 416 41608 0000 263 41 41204 Expense: 632107 65520 00000 0144 263 41 65520 632113 65520 00000 0144 263 41 65520						
Fiscal Procedures Approved:					Date:	03/16/2026	

Funding for the On-Call TDM Services contracts will be provided through a combination of Measure A, SAFE funds, and other local reimbursements.

Financial Information							
In Fiscal Year Budget:		Yes	Year:	FY 2025/26 FY 2026/27+	Amount:	$50,000 $6,950,000	
Source of Funds:	Measure A, SAFE, & Local Reimbursements				Budget Adjustment:		No
GL/Project Accounting No.:	Revenue: 002173 416 41608 0000 263 41 41204 Expense: 632107 65520 00000 0000 263 41 65520 632113 65520 00000 0000 263 41 65520 002173 81014 00000 0000 201 45 81002						
Fiscal Procedures Approved:					Date:	03/16/2026	

Attachments:

1) Draft Professional Services Agreement No. 26-41-034-00 with Alta Planning + Design;
2) Draft Professional Services Agreement No. 26-41-035-00 with AECOM Technical Services;
3) Draft Professional Services Agreement No. 26-41-056-00 with Alta Planning + Design;

4) Draft Professional Services Agreement No. 26-41-057-00 with HNTB Corporation;
5) Draft Professional Services Agreement No. 26-41-058-00 with ICF Consulting;
6) Draft Professional Services Agreement No. 26-41-059-00 with Media Beef;
7) Draft Professional Services Agreement No. 26-41-060-00 with Nelson\Nygaard Consulting Associates;
8) Draft Professional Services Agreement No. 26-41-061-00 with Steer Davies & Gleave;

Approved by the Budget and Implementation Committee on March 23, 2026

In Favor: 14 Abstain: 0 No: 0

Agreement No. 26-41-034-00

**PROFESSIONAL SERVICES AGREEMENT
WITH FHWA AND FTA FUNDING ASSISTANCE**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT WITH
ALTA PLANNING + DESIGN, INC.
FOR
INLAND EMPIRE TRAVEL NEXT GENERATION STRATEGIC
TRANSPORTATION DEMAND MANAGEMENT (TDM) PLAN SERVICES**

Parties and Date.

This Agreement is made and entered into this ___ day of _____, 2026, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and ALTA PLANNNG + DESIGN ("Consultant"), a CORPORATION. The Commission and Consultant are sometimes referred to herein individually as “Party”, and collectively as the “Parties”.

Recitals.

A. On November 8, 1988 the Voters of Riverside County approved Measure A authorizing the collection of a one-half percent (1/2 %) retail transactions and use tax (the "tax") to fund transportation programs and improvements within the County of Riverside, and adopting the Riverside County Transportation Improvement Plan (the "Plan").

B. Pursuant to Public Utility Code Sections 240000 et seq., the Commission is authorized to allocate the proceeds of the Tax in furtherance of the Plan.

C. On November 5, 2002, the voters of Riverside County approved an extension of the Measure A tax for an additional thirty (30) years for the continued funding of transportation and improvements within the County of Riverside.

D. The Commission, in partnership with San Bernardino County Transportation Authority (SBCTA), administers the IE Commuter program, which serves as the region’s flagship Transportation Demand Management (“TDM”) program.

E. The IE Commuter program is seeking a comprehensive roadmap to expand and modernize TDM, which is intended to be accomplished pursuant to the Inland Empire Strategic TDM Study (the “Project”).

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F. The sources of funding for payment for professional services provided under this Agreement may include the following funding sources:

> Commission Measure A funds, Federal Highway Administration (FHWA), Federal Transit Administration (FTA), state funds through Caltrans, or SBCTA reimbursements (from local or federal funds)

In relation to such funding, Consulant shall execute and submit to the Commission the certification shown in Exhibit “F” attached hereto and incorporated herein by reference. Consultant shall comply with all funding source requirements as further set forth in this Agreement and the attached exhibits.

G. Consultant desires to perform and assume responsibility for the provision of certain professional services required to complete the Project for the benefit or the Commission and SBCTA. Consultant represents that it is experienced in providing such services to public clients, is licensed in the State of California (if necessary), and is familiar with the plans of the Commission.

H. Commission desires to engage Consultant to render such services for the Project pursuant to the terms of this Agreement.

Terms.

1. Scope of Services. Consultant shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise, and incidental and customary work necessary to fully and adequately supply the professional services required to complete the Project, as further detailed in Exhibit "A" attached to this Agreement and incorporated herein by reference (the “Services”). 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.

2. Schedule of Services. Consultant shall perform the Services expeditiously, in accordance with the schedule for the Services attached to this Agreement as Exhibit “B” and incorporated herein by reference (“Schedule of Services”). 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, Commission shall respond to Consultant's submittals in a timely manner. Upon request of the Commission, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3. Pre-Award Audit. As a result of the funding for this Project, and to the extent Caltrans procedures apply in connection therewith, issuance of a “Notice to Proceed” may be contingent upon completion and approval of a pre-award audit. Any questions raised during the pre-award audit shall be resolved before Services are commenced. The funding provided under this Agreement is contingent on meeting all funding requirements

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and could be withdrawn, thereby entitling the Commission to terminate this Agreement, if the procedures are not completed. The Consultant's files shall be maintained in a manner to facilitate State process reviews. In addition, Caltrans may require that prior to performance of any work for which funding reimbursement through Caltrans is requested and provided, that Caltrans must give to Commission an "Authorization to Proceed".

4. Audit Procedures.

4.1 Consultant and certain subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an Independent Cost Review (ICR) Audit, or a CPA ICR audit work paper review. If selected for audit or review, this Agreement, Consultant's cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. This Agreement, Consultant's cost proposal, and ICR shall be adjusted by Consultant and approved by the Commission's contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into this Agreement by this reference if directed by Commission at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of the Agreement terms and cause for termination of this Agreement and disallowance of prior reimbursed costs. Additional audit provisions applicable to this Agreement are set forth in Sections 22 and 23 of this Agreement.

4.2 During any Caltrans' review of the ICR audit work papers created by the Consultant's independent CPA (which may include review by the Independent Office of Audits and Investigations), Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, Commission will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines is received and approved by Caltrans.

Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

4.3 If Caltrans is unable to issue a cognizant letter per Section 4.2 above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the Caltrans' management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

If the Consultant fails to comply with the provisions of this Section 4, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in Section 4.2 above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

Consultant may submit to Commission final invoice only when all of the following items have occurred: (1) Caltrans accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of Commission; and, (3) Caltrans has issued its final ICR review letter. The Consultant must submit its final invoice to Commission no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between the Commission and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

5. Term.

5.1 This Agreement shall go into effect on the date first set forth above, contingent upon approval by Commission, and shall remain in effect for eighteen (18) months.

5.2 Consultant is advised that any recommendation for contract award is not binding on Commission until this Agreement is fully executed and approved by the Commission.

5.3 This Agreement shall remain in effect for the term set forth above, unless extended by written amendment, or 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. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

6. Commission's Contract Administrator. The Commission hereby designates the Commission's Executive Director, or his or her designee, to act as its Contract Administrator for the performance of this Agreement ("Commission's Contract Administrator"). Commission's Contract Administrator shall have the authority to act on behalf of the Commission for all purposes under this Agreement. Commission's Contract

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Administrator shall also review and give approval, as needed, to the details of Consultant's work as it progresses. Consultant shall not accept direction or orders from any person other than the Commission's Contract Administrator or his or her designee.

7. Consultant's Representative. Consultant hereby designates MATTHEW KAUFMAN to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her professional 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. Consultant shall work closely and cooperate fully with Commission's Contract Administrator and any other agencies which may have jurisdiction over, or an interest in, the Services. Consultant's Representative shall be available to the Commission staff at all reasonable times. Any substitution in Consultant's Representative shall be approved in writing by Commission's Contract Administrator.

8. Substitution of Key Personnel. Consultant has represented to the Commission 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 by the Commission. In the event that the Commission and Consultant cannot agree as to the substitution of the key personnel, the Commission shall be entitled to terminate this Agreement for cause, pursuant to the provisions herein. The key personnel for performance of this Agreement are: MATTHEW KAUFMAN, ULLA HESTER, JOSSIMAR FUENTES, AMY JOHNSON, AARON GAUL, LES BROWN, KRISTIN HAUKOM, DAN BEREZ, AND LAUREN MATTERN.

9. Standard of Care; License. Consultant represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Agreement to fully and adequately complete the Project. Consultant shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents and warrants to the Commission that its employees and subcontractors 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. Consultant shall perform, at its own cost and expense and without reimbursement from the Commission, 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, and shall be fully responsible to the Commission and SBCTA for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions. Any employee of Consultant or its sub-consultants who is determined by the Commission 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

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who fails or refuses to perform the Services in a manner acceptable to the Commission, 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.

10. 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. Commission retains Consultant on an independent contractor basis and not as an employee, agent or representative of the Commission. 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 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 and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, disability insurance, and workers' compensation insurance. Consultant hereby indemnifies and holds the Commission and SBCTA harmless, pursuant to the indemnification provisions contained in this Agreement, from any and all claims that may be made against the Commission based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

11. Project Progress.

11.1 Modification of the Schedule. Consultant shall regularly report to the Commission, through correspondence or progress reports, its progress in providing required Services within the scheduled time periods. Commission shall be promptly informed of all anticipated delays. In the event that Consultant determines that a schedule modification is necessary, Consultant shall promptly submit a revised Schedule of Services for approval by Commission's Contract Administrator.

11.2 Trend Meetings. Consultant shall conduct trend meetings with the Commission's Contract Administrator and other interested parties, as requested by the Commission, and as may be mutually scheduled by the Parties. These trend meetings will encompass focused and informal discussions concerning scope, schedule, and current progress of Services, relevant cost issues, and future Project objectives.

11.3 Progress Reports. As part of its monthly invoice, Consultant shall submit a progress report, in a form determined by the Commission, which will indicate the progress achieved during the previous month in relation to the Schedule of Services. Submission of such progress report by Consultant shall be a condition precedent to receipt of payment from the Commission for each monthly invoice submitted.

12. Delay in Performance.

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12.1 Excusable Delays. Should Consultant be delayed or prevented from the timely performance of any act or Services required by the terms of the Agreement by reason of acts of God or of the public enemy, acts or omissions of the Commission or other governmental agencies in either their sovereign or contractual capacities, fires, floods, pandemics, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, performance of such act shall be excused for the period of such delay.

12.2 Written Notice. If Consultant believes it is entitled to an extension of time due to conditions set forth in subsection 12.1, Consultant shall provide written notice to the Commission within seven (7) working days from the time Consultant knows, or reasonably should have known, that performance of the Services will be delayed due to such conditions. Failure of Consultant to provide such timely notice shall constitute a waiver by Consultant of any right to an excusable delay in time of performance.

12.3 Mutual Agreement. Performance of any Services under this Agreement may be delayed upon mutual agreement of the Parties. Upon such agreement, Consultant's Schedule of Services shall be extended as necessary by the Commission. Consultant shall take all reasonable steps to minimize delay in completion, and additional costs, resulting from any such extension.

13. Preliminary Review of Work. All reports, working papers, and similar work products prepared for submission in the course of providing Services under this Agreement shall be submitted to the Commission's Contract Administrator in draft form, and the Commission may require revisions of such drafts prior to formal submission and approval. In the event that Commission's Contract Administrator, in his or her sole discretion, determines the formally submitted work product to be not in accordance with the standard of care established under this Agreement, Commission's Contract Administrator may require Consultant to revise and resubmit the work at no cost to the Commission.

14. Appearance at Public Meetings. If requested by the Commission, Consultant shall render assistance at public meetings related to the Project or necessary to the performance of the Services.

15. Opportunity to Cure; Inspection of Work. Commission may provide Consultant an opportunity to cure, at Consultant's expense, all errors and omissions which may be disclosed during Project implementation. Should Consultant fail to make such correction in a timely manner, such correction may be made by the Commission, and the cost thereof charged to Consultant. Consultant shall allow the Commission's Contract Administrator and Caltrans to inspect or review Consultant's work in progress at any reasonable time.

16. Copyrights in Connection with Federal Funding. In the event copyrights are permitted under this Agreement, then in connection with Federal funding, it is hereby acknowledged and agreed that the United States Department of Transportation shall have

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the royalty-free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.

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

18. Fees and Payment.

18.1 The method of payment for this Agreement will be based specific rates of compensation. Consultant will be reimbursed for hours worked at the hourly rates specified in the Consultant's approved Cost Proposal, attached as Exhibit "C" to this Agreement. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this Agreement.

18.2 In addition, Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the attached Cost Proposal.

18.3 Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. Consultant will be responsible for transportation and subsistence costs in excess of State rates.

18.4 When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

18.5 Progress payments will be made monthly in arrears based on Services provided and actual costs incurred. No payment will be made prior to approval or for any work performed prior to approval of this Agreement.

18.6 Consultant will be reimbursed within thirty (30) days upon approval by Commission's Contract Administrator of itemized invoices submitted by Consultant. Invoices shall itemize all costs for work performed under this Agreement. Commission's Contract Administrator shall notify Consultant of any disputed items contained in an invoice, and payment for such items shall be withheld pending resolution of the Commission's concerns.

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18.7 Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone. Invoices shall follow the format provided by or approved by the Commission.

Invoices shall be mailed to Commission's Contract Administrator at the following address:

Riverside County Transportation Commission
Attention: Accounts Payable
P.O. 12008
Riverside, CA 92502

18.8 The total amount payable by Commission for this Agreement shall not exceed **Three Hundred Eighty-Five Thousand Eight Hundred Ninety-Five Dollars ($385,895)** unless authorized by amendment. If Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in this Agreement, no payment will be made until the deliverable has been satisfactorily completed.

18.9 All subcontracts in excess of $25,000 shall contain the above provisions.

19. Disputes.

19.1 Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by mutual agreement of the Parties shall be decided by a committee consisting of RCTC's Contract Administrator and the Director of Capital Projects, who may consider written or verbal information submitted by Consultant.

19.2 Not later than 30 days after completion of all Services under this Agreement, Consultant may request review by the Commission's Executive Director of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

19.3 Neither the pendency of a dispute, nor its consideration by the committee will excuse Consultant from full and timely performance in accordance with the terms of this Agreement.

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20. Termination; Suspension.

20.1 Commission reserves the right to terminate this Agreement, in whole or in part, upon thirty (30) calendar days written notice to Consultant, for any or no reason, with the reasons for termination stated in the notice

20.2 Commission may terminate this Agreement with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, Commission may proceed with the Services in any manner deemed proper by Commission. If Commission terminates this Agreement with Consultant, Commission shall pay Consultant the sum due to Consultant under this Agreement for Services completed and accepted prior to termination, unless the cost of completion to Commission exceeds the funds remaining in the Agreement. In such case, the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.

20.3 In addition to the above, payment upon termination shall include a prorated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed Services. Consultant shall provide documentation deemed adequate by Commission's Contract Administrator to show the Services actually completed by Consultant prior to the effective date of termination. This Agreement shall terminate on the effective date of the Notice of Termination

20.4 Upon receipt of the written Notice of Termination, Consultant shall discontinue all affected Services as directed in the Notice or as otherwise provided herein, and deliver to the Commission all Documents and Data, as defined in this Agreement, as may have been prepared or accumulated by Consultant in performance of the Services, whether completed or in progress.

20.5 In addition to the above, Consultant shall be liable to the Commission for any reasonable additional costs incurred by the Commission to revise work for which the Commission has compensated Consultant under this Agreement, but which the Commission has determined in its sole discretion needs to be revised, in part or whole, to complete the Project because it did not meet the standard of care established in this Agreement. Termination of this Agreement for cause may be considered by the Commission in determining whether to enter into future agreements with Consultant.

20.6 The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

20.7 Consultant, in executing this Agreement, shall be deemed to have waived any and all claims for damages which may otherwise arise from the Commission's termination of this Agreement, for convenience or cause, as provided in this Section.

20.8 Consultant may not terminate this Agreement except for cause.

21.9 In addition to the termination rights above, Commission may temporarily suspend this Agreement or Services at no additional cost to Commission, provided that Consultant is given written notice of temporary suspension. If Commission gives such notice of temporary suspension, Consultant shall immediately suspend its activities as directed. A temporary suspension may be issued concurrent with a notice of termination.

21. Cost Principles and Administrative Requirements.

21.1 Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

21.2 Consultant also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

21.3 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to Commission.

21.4 All subcontracts in excess of $25,000 shall contain the above provisions.

22. Retention of Records/Audit. For the purpose of determining compliance with, as applicable, 2 CFR Part 200, Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this Agreement pursuant to Government Code 8546.7; Consultant, subconsultants, and Commission shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under this Agreement. The State, State Auditor, Commission, or any duly authorized representative of the State or Federal Government shall have access to any books, records, and documents of Consultant and it's certified public accountants (CPA) work papers that are pertinent to this Agreement and, if applicable, indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of $25,000 shall contain this provision.

22.1 Accounting System. Consultant and its subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate expenditures by line item for the Services. The accounting system of Consultant and its subcontractors shall conform to Generally Accepted Accounting

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Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

23. Audit Review Procedures.

23.1 Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by Commission's Chief Financial Officer.

23.2 Not later than 30 days after issuance of the final audit report, Consultant may request a review by Commission's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

23.3 Neither the pendency of a dispute nor its consideration by Commission shall excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.

24. Subcontracting.

24.1 Nothing contained in this Agreement or otherwise, shall create any contractual relation between Commission and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to Commission and SBCTA for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from Commission's obligation to make payments to the Consultant.

24.2 Consultant shall perform the Services contemplated with resources available within its own organization and no portion of the Services pertinent to this Agreement shall be subcontracted without written authorization by Commission's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

24.3 Consultant shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to Consultant by Commission.

24.4 Any subcontract in excess of $25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.

24.5 Any substitution of subconsultant(s) must be approved in writing by Commission's Contract Administrator prior to the start of work by the subconsultant(s).

24.6 Exhibit "C" may set forth the rates at which each subconsultant shall bill the Consultant for Services and that are subject to reimbursement by the Commission to Consultant. Additional Direct Costs, as defined in Exhibit "C" shall be the same for

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both the Consultant and all subconsultants. The subconsultant rate schedules and cost proposals contained herein are for accounting purposes only.

25. Equipment Purchase

25.1 Prior authorization, in writing, by Commission's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract for supplies, equipment, or services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

25.2 For purchase of any item, service or consulting work not covered in the Cost Proposal and exceeding $5,000 prior authorization, in writing, by Commission's Contract Administrator is required. Three competitive quotations must be submitted with the request for such purchase, or the absence of bidding must be adequately justified.

25.3 Any equipment purchased as a result of this Agreement is subject to the following: Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, Commission shall receive a proper refund or credit at the conclusion of this Agreement, or if this Agreement is terminated, Consultant may either keep the equipment and credit Commission in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established Commission procedures; and credit Commission in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by Commission and Consultant. If Consultant determines to sell the equipment, the terms and conditions of such sale must be approved in advance by Commission. 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the Project.

25.4 All subcontracts in excess $25,000 shall contain the above provisions.

26. Labor Code Requirements.

26.1 Prevailing Wages.

(a) If applicable, Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the Services.

(b) When prevailing wages apply to the Services described in the Scope of Services, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

(c) Copies of the prevailing rate of per diem wages in effect at commencement of this Agreement are on file at the Commission's offices. 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 shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Commission, SBCTA and their elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

26.2 DIR Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

26.3 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Consultant or the Services are not subject to the Eight-Hour Law. Consultant shall forfeit to Commission as a penalty, $50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

26.4 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall

DRAFT

employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Consultant

27. Ownership of Materials/Confidentiality.

27.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission and SBCTA to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data 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 subcontractors to agree in writing that Commission and SBCTA are granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such 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 the Commission or SBCTA.

Commission and SBCTA 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 Commission's and SBCTA's sole risk.

27.2 Intellectual Property. In addition, Commission and SBCTA 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.

The Commission and SBCTA 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 Commission, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute

DRAFT

separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors 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 Commission.

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.

Commission 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.

27.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Commission, 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 Commission's or SBCTA'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 Commission.

27.4 Infringement Indemnification. Consultant shall defend, indemnify and hold the Commission, SBCTA, their 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 Commission or SBCTA of the Documents & Data, including any method, process, product, or concept specified or depicted.

28. Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold Commission, SBCTA and their directors, officials, officers, employees, consultants, 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, inverse condemnation, and any claims related to property acquisition and relocation rules or failure to detect or abate hazardous materials, which are brought by a third party, and which , in any manner arise out of or are incident to alleged negligent 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 consequential damages, expert witness fees, 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 Commission, SBCTA, and their directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission, SBCTA or their directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, SBCTA and their directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's 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 Commission, SBCTA or their directors, officials officers, employees, consultants, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

29. Insurance.

29.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this Section, in a form and with insurance companies acceptable to the Commission. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this Section.

29.2 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 subcontractors. Consultant shall also require all of its subcontractors to procure and

DRAFT

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. Limits may be achieved by any combination of primary and excess or umbrella liability insurance; (2) *Automobile Liability:* $2,000,000 per accident for bodily injury and property damage. Limits may be achieved by any combination of primary and excess or umbrella liability insurance; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of $1,000,000 per accident.

29.3 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 Project, errors and omissions liability insurance appropriate to their profession. For Consultant, 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. Subconsultants of Consultant shall obtain such insurance in an amount not less than $1,000,000 per claim. Notwithstanding the foregoing, the Commission may consider written requests to lower or dispense with the errors and omissions liability insurance requirement contained in this Section for certain subconsultants of Consultant, on a case-by-case basis, depending on the nature and scope of the Services to be provided by the subconsultant. Approval of such request shall be in writing, signed by the Commission's Contract Administrator.

29.4 Network and Privacy Insurance. Consultant shall procure and maintain Network and Privacy (Errors and Omissions) insurance in an amount of not less than $1,000,000 per claim and $1,000,000 in the annual aggregate, protecting Commission and SBCTA from the following exposures relating to performance under this Agreement:

(a) the theft, dissemination and/or unauthorized disclosure or use of confidential information and personally identifiable information (not to be limited bank information, social security numbers, health information, credit card account information, and confidential corporate information). Such insurance shall also include coverage for credit monitoring, notification expenses and other related costs associated with mitigating a data security or privacy breach; and

(b) the introduction of a computer virus into, or otherwise causing damage to, a computer, computer system, network or similar computer-related property and the data, software, and programs used herein.

If such insurance is maintained on an occurrence basis, Consultant shall maintain such insurance for an additional period of one year following the end of the term of this Agreement. If such insurance is maintained on a claims-made basis, Consultant shall maintain such insurance for an additional period of three years following the end of the term of this Agreement.

29.5 Aircraft Liability Insurance. Prior to conducting any Services requiring use of aircraft (including drones), Consultant shall procure and maintain, or cause to be procured and maintained, aircraft liability insurance or equivalent form, with a single limit as shall be required by the Commission. Such insurance shall include coverage for owned, hired and non-owned aircraft and passengers, and shall name, or be endorsed to name, the Commission, SBCTA and their directors, officials, officers, employees and agents as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant.

29.6 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the Commission 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 this Agreement.

(iii) The policy shall give the Commission, SBCTA and their directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

DRAFT

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from the Commission's, or SBCTA'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. The automobile liability policy shall be endorsed to state that: (1) the Commission, SBCTA and their directors, officials, officers, employees and agents 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 the Commission, SBCTA and their directors, officials, officers, employees and agents, 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 the Commission, SBCTA and their directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(c) Workers' Compensation and Employers Liability Coverage.

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

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

(d) All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

(ii) 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 the Commission, SBCTA and their directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella

DRAFT

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 the Commission. 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).

(iv) Consultant shall provide the Commission 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 the Commission at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Except as otherwise specified in 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.

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Commission, 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.

(vii) 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, Commission has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Commission will be promptly reimbursed by Consultant or Commission will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Commission may cancel this Agreement. The Commission may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(viii) Neither the Commission, SBCTA nor any of their directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

(ix) All insurance required by this Agreement shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Commission, SBCTA, their directors, officials, officers, employees and agents. All policies shall waive any right of subrogation of the insurer against the Commission, SBCTA, their directors, officials,

DRAFT

officers, employees and agents, or any other additional insureds, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Commission, SBCTA, their directors, officials, officers, employees, and agents, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

29.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. If the Commission does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of the Commission, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Commission, SBCTA, their directors, officials, officers, employees and agents; or, (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expense.

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

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

29.10 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Commission that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Commission as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

29.11 Other Insurance. At its option, the Commission may require such additional coverage(s), limits and/or the reduction of deductibles or retentions it considers reasonable and prudent based upon risk factors that may directly or indirectly impact the Project. In retaining this option Commission does not warrant Consultant's insurance program to be adequate. Consultant shall have the right to purchase insurance in addition to the insurance required in this Section.

30. 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

DRAFT

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 subcontractors, 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.

31. Additional Work. Any work or activities that are in addition to, or otherwise outside of, the Services to be performed pursuant to this Agreement shall only be performed pursuant to a separate agreement between the parties. Notwithstanding the foregoing, the Commission's Executive Director may make a change to the Agreement, other than a Cardinal Change. For purposes of this Agreement, a Cardinal Change is a change which is "outside the scope" of the Agreement; in other words, work which should not be regarded as having been fairly and reasonably within the contemplation of the parties when the Agreement was entered into. An example of a change which is not a Cardinal Change would be where, in a contract to construct a building there are many changes in the materials used, but the size and layout of the building remains the same. Cardinal Changes are not within the authority of this provision to order, and shall be processed by the Commission as "sole source" procurements according to applicable law, including the requirements of FTA Circular 4220.1D, paragraph 9(f).

(a) In addition to the changes authorized above, a modification which is signed by Consultant and the Commission's Executive Director, other than a Cardinal Change, may be made in order to: (1) make a negotiated equitable adjustment to the Agreement price, delivery schedule and other terms resulting from the issuance of a Change Order, (2) reflect definitive letter contracts, and (3) reflect other agreements of the parties modifying the terms of this Agreement ("Bilateral Contract Modification").

(b) Consultant shall not perform, nor be compensated for any change, without written authorization from the Commission's Executive Director as set forth herein. In the event such a change authorization is not issued and signed by the Commission's Executive Director, Consultant shall not provide such change.

32. Prohibited Interests.

32.1 Solicitation. 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, the Commission shall have the right to rescind this Agreement without liability.

32.2 Consultant Conflict of Interest.

(a) Consultant shall disclose any financial, business, or other relationship with Commission that may have an impact upon the outcome of this Agreement. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

(b) Any subcontract in excess of $25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

32.3 Commission Conflict of Interest. For the term of this Agreement, no member, officer or employee of the Commission, during the term of his or her service with the Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

32.4 Conflict of Employment. Employment by the Consultant of personnel currently on the payroll of the Commission shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Consultant of personnel who have been on the Commission payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon the Consultant securing this or related Agreements with the Commission, is prohibited.

32.5 Covenant Against Contingent Fees. As required in connection with federal funding, the Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the Commission shall have the right to terminate this Agreement without liability pursuant to the terms herein, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

32.6 Rebates, Kickbacks or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any Commission employee. For breach or violation of this warranty, Commission shall have the right in its discretion; to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

DRAFT

32.7 Covenant Against Expenditure of Commission, State or Federal Funds for Lobbying. The Consultant certifies that to the best of his/ her knowledge and belief no state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of the Consultant to any person for the purpose of influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the award of any state or federal contract, grant, loan, or cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

(a) If any funds other than federal appropriated funds have been paid, or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this Agreement, the Consultant shall complete and submit the attached Exhibit "G", Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the attached instructions.

(b) The Consultant's certification provided in this Section is a material representation of fact upon which reliance was placed when this Agreement was entered into, and is a prerequisite for entering into this Agreement pursuant to Section 1352, Title 31, US. Code. Failure to comply with the restrictions on expenditures, or the disclosure and certification requirements set forth in Section 1352, Title 31, US. Code may result in a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(c) The Consultant also agrees by signing this Agreement that he/she shall require that the language set forth in this Section be included in all Consultant subcontracts which exceed $100,000, and that all such subcontractors shall certify and disclose accordingly.

32.8 Employment Adverse to the Commission. Consultant shall notify the Commission, and shall obtain the Commission's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against the Commission during the term of this Agreement.

33. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, 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.

34. Right to Employ Other Consultants. Commission and SBCTA reserve the right to employ other consultants in connection with the Project.

DRAFT

35. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California. Venue shall be in Riverside County.

36. Disputes; Attorneys' Fees.

36.1 Prior to commencing any action hereunder, the Parties shall attempt in good faith to resolve any dispute arising between them. The pendency of a dispute shall not excuse Consultant from full and timely performance of the Services.

36.2. If the Parties are unable to resolve a dispute after attempting in good faith to do so, the Parties may seek any other available remedy to resolve the dispute. 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 attorneys' fees and, all other costs of such actions.

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

38. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

39. 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:	**COMMISSION**:
Alta Planning + Design, Inc.	Riverside County
101 SW Main Street	Transportation Commission
Ste. 2000	4080 Lemon Street, 3rd Floor
Portland, OR 97204 _____	Riverside, CA 92501
Attn: Steven Frieson	Attn: 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.

40. Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services. Notwithstanding the foregoing, if any provision of this Agreement conflicts in any way with a state or federal requirement, as directed by the

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Commission (i) the state or federal requirement shall govern; or (ii) the more stringent requirement shall apply.

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

42. Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements or understandings.

43. 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.

44. Provisions Applicable to Federal Funded Agreements. Since funding may be provided, in whole or in part, from the FHWA, FTA, or from state funding sources, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (Caltrans; FHWA Requirements) and Exhibit "E" (FTA Requirements), attached hereto and incorporated herein by reference.

45. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, shall survive any such expiration or termination.

46. No Third Party Beneficiaries. SBCTA is an intended third party beneficiary of any right or benefit granted to SBCTA under this Agreement. Except as set forth in the foregoing sentence, there are no other intended third party beneficiaries of any right or obligation assumed by the Parties.

47. Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require 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.

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

49. Subpoenas or Court Orders. Should Consultant receive a subpoena or court order related to this Agreement, the Services or the Project, Consultant shall immediately provide written notice of the subpoena or court order to the Commission. Consultant shall not respond to any such subpoena or court order until notice to the Commission is provided as required herein, and shall cooperate with the Commission in responding to the subpoena or court order.

50. Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein,

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without the prior written consent of the Commission. 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.

51. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of Commission.

52. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

53. No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

55. Electronically Transmitted Signatures; Electronic Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

[Signatures on following page]

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SIGNATURE PAGE
TO
PROFESSIONAL SERVICES AGREEMENT
WITH STATE AND FHWA FUNDING/ASSISTANCE
FOR
INLAND EMPIRE TRAVEL NEXT GENERATION STRATEGIC TRANSPORTATION DEMAND MANAGEMENT (TDM) PLAN SERVICES

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION		**CONSULTANT** **ALTA PLANNING + DESIGN, INC.**
By:_____ Aaron Hake, Executive Director		By: _____ Signature
		_____ Name
Approved as to Form:		_____ Title
By:_____ Best, Best & Krieger LLP General Counsel		**ATTEST:**
		By: _____
		Its: _____

DRAFT

* 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 RCTC.

EXHIBIT "A" - SCOPE OF SERVICES

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SCOPE OF WORK

Inland Empire Next Generation Strategic Transportation Demand Management (TDM) Plan Services

Executive Summary

The Inland Empire Next Generation Strategic TDM Plan (Project) will provide RCTC and SBCTA with a comprehensive roadmap to expand and modernize Transportation Demand Management (TDM). Building on the high return on investment of worksite and commuter programs, which are the foundation of TDM, the study will guide the development of a world class program that broadens reach to all trip markets, incorporates discretionary, student, and leisure travel, better coordinates with transit, and delivers measurable reductions in congestion and vehicle miles traveled while enhancing mobility and quality of life across the Inland Empire.

Project Overview

The Project aims to support RCTC and SBCTA in developing a coordinated, comprehensive, and modernized approach to TDM. The study will serve as a roadmap for near- and long-term strategies that are actionable, accessible, and responsive to both regional and subregional mobility challenges, while broadening the focus beyond commuter and worksite-based trip markets to address a wider range of travel needs.

The objectives of this study are to:

- Build a robust, data-driven understanding of current and future travel behavior, identify program and technology gaps, and expand TDM strategies to serve diverse trip markets and underserved communities across the Inland Empire.
- Deliver an implementation roadmap with funding strategies and a coordination framework among transportation stakeholders to optimize planning, collaboration, and overall TDM impact.
- Evaluate transit potential and recommend strategies to significantly increase ridership to and from the Inland Empire across all trip markets.
- Advance a next-generation TDM program that is innovative, broadens reach beyond traditional commuters, and delivers high-impact outcomes in support of regional growth and sustainability goals.

Background Information

Agency Profiles

Riverside County Transportation Commission (RCTC)

The RCTC exists pursuant to California state law, and is responsible for: 1) coordinating state highway planning; 2) adopting regional Short Range Transit Plans; 3) coordinating transit services; 4) allocating Transportation Development Act (TDA) funds; 5) coordinating county highway and transit plans with regional and state agencies; and 6) operating the 91 Express Lanes in Riverside County, the 15 Express Lanes, meeting the financial obligations of those tolled facilities, and planning future toll projects. The RCTC is also the principal agency in Riverside County managing the Service Authority for Freeway Emergencies (SAFE), the Congestion Management Program (CMP), and the Measure A half-cent sales tax for transportation.

The RCTC participates in the ongoing funding and governance of the Southern California Regional Rail Authority (SCRRA), known as Metrolink, and owns and operates all nine (9) commuter rail stations and one transit center serving Riverside County. In 2026, RCTC will pilot a “Smart Freeways” intelligent transportation system on northbound I-15 in the City of Temecula in coordination with Caltrans. RCTC serves as the managing agency for the Western Riverside

County Regional Conservation Authority (RCA). The RCA is responsible for implementation of the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) - a long-term, comprehensive plan that balances infrastructure, housing, and economic development with habitat preservation and species protection.

San Bernardino County Transportation Authority (SBCTA)

SBCTA is responsible for cooperative regional planning and furthering an efficient multi-modal transportation system countywide. The SBCTA administers Measure I, a half-cent transportation sales tax, and supports freeway construction projects, regional and local road improvements, train and bus transportation, railroad crossings, motorist aid, ridesharing, congestion management efforts, and long-term planning studies. Major projects currently underway in the county include: 1) Redlands Passenger Rail Project (Arrow); 2) Diesel Multiple Unit to Zero Emission Multiple Unit Pilot; 3) I-10 Corridor Contract 1 (Express Lanes); 4) West Valley Connector (BRT); 5) Mt. Vernon Avenue Bridge; and multiple freeway and interchange construction projects.

Regional Profile

Riverside and San Bernardino Counties, collectively referred to as the Inland Empire, constitute a region of approximately 4.6 million people. The Riverside-San Bernardino- Ontario, CA metropolitan statistical area is ranked 13th in the nation in population according to the U.S. Census Bureau. San Bernardino County has the largest geographical area of any county in the lower 48 states; Riverside County is similarly expansive. Both counties are diverse in terms of land use, ranging from urban, to suburban, to rural and agricultural. The Inland Empire's commute patterns are driven by its relatively affordable housing compared to its adjacent counties of Los Angeles, Orange, and San Diego Counties where most of southern California's jobs exist. Many Inland Empire communities offer a quality of life not common in coastal counties, characterized by larger single-family home lot sizes, open spaces, and newer developments, making the region attractive to a growing segment of southern California's workforce. These dynamics contribute to commutes for Inland Empire residents that are consistently among the longest in duration and distance in the nation. At the same time, the Inland Empire is home to many significant assets. Several world-class universities, U.S. military installations, tourism destinations, commercial airports, and logistics hubs call this two-county region home. While the Inland Empire has a large market of out-of- county commuters, the region has a significant and growing local employment base with substantial intra-region travel.

TDM Funding

In Riverside County, TDM efforts were historically funded solely through western Riverside County's Measure A, a local half-cent sales tax approved by voters and administered by RCTC. Because Measure A revenues were limited to western Riverside County, TDM programs benefiting commuters and employers—such as employer rideshare support and rideshare incentives—were also restricted to that subregion. Since 2022, however, RCTC has expanded its general rideshare program and incentives to include employers and residents in eastern Riverside County. This expansion was further broadened in 2024 to extend VanClub eligibility countywide. As of July 1, 2024, all rideshare and VanClub programs and services have been standardized and are now available to employers and commuters across Riverside County. While Measure A continues to fund TDM efforts in western Riverside County, eastern Riverside County's services are supported by the Service Authority for Freeway Emergencies (SAFE). Together, this combined funding approach ensures a consistent, countywide framework for rideshare and vanpool programs moving forward.

TDM Program Future Vision

RCTC partners with SBCTA to deliver a suite of TDM programs and services to Riverside and San Bernardino County employers and commuters under the "IE Commuter" brand. These efforts are designed to shift travel behavior away from single-occupant vehicle commuting through the following core functions:

- Increase awareness of transportation alternatives through coordinated regional campaigns, local outreach, employer engagement, and digital communications.
- Partner with and support employers in implementing TDM programs, services, and incentives to foster adoption of telework and transportation alternatives at worksites across the region.
- Provide personalized commute planning and ridematching services through live phone (866-RIDESHARE), chat support and online tools at IECommuter.org;
- Offer incentives to encourage commuters to begin and sustain use of sustainable transportation options.
- Leverage user-friendly technology and digital tools to efficiently engage, educate, and serve employer partners and commuters.
- Maintain and strengthen IE Commuter's role as the trusted regional resource for commuter and employer focused transportation solutions.

RCTC and SBCTA view TDM as an essential tool for maximizing the efficiency of the region's transportation systems. State policy trends increasingly limit the expansion of roadway capacity, while funding for new capital construction continues to tighten. This reality elevates the importance of TDM as a cost-effective strategy for achieving voter-approved mobility outcomes through approaches that complement, and extend beyond, capital investments.

The agencies also recognize that mobility trends have shifted significantly in recent years, particularly following the changes experienced in 2020. To remain effective, the region's TDM program must adapt to evolving travel behavior, public expectations, technology, and industry best practices. While continuing to deliver core services at a high level, RCTC and SBCTA place increasing value on innovation as a means of improving program reach, efficiency, and responsiveness to the diverse mobility needs of Inland empire residents and employers.

Participation in IE Commuter has historically been driven in large part by Rule 2202 of the South Coast Air Quality Management District (SCAQMD), which applies to employers with 250 or more employees. Under the rule, employers may develop and implement an Employee Commute Reduction Program (ECRP), pay a fee to SCAQMD, or purchase mobile source emissions credits. IE Commuter provides complimentary ECRP resources to eligible employers in Riverside and San Bernardino County employers, delivering meaningful value to participating businesses and access to large employee commuter bases well suited for ridematching. RCTC and SBCTA seek to strategically expand beyond the traditional large employer market by efficiently engaging more unregulated (i.e., small to mid-sized) employers and strengthening direct communication with commuters.

While employer and commuter focused program will continue to serve as a core foundation of TDM in the Inland Empire, offering strong returns on investment through direct engagement, there is significant opportunity to broaden the reach of TDM strategies beyond the traditional work commute. Expanding efforts to address discretionary travel, student trips, leisure travel, and virtual access to services can generate additional reductions in vehicle miles traveled, particularly when paired with strategies that support transit use where feasible. Closer coordination with transit providers to align TDM incentives, inform service planning, and support new or modified routes within an integrated TDM-transit framework will further strengthen regional mobility outcomes.

The Inland Empire Strategic TDM Study advances this vision by providing a structured, data-driven framework to modernize and expand TDM across Riverside and San Bernardino Counties. The study focuses on identifying where, how, and for whom TDM strategies can most effectively influence travel behavior, reduce vehicle miles traveled, and improve access to transportation options. It addresses emerging travel behaviors, identifues programmatic and technology gaps, and broadens TDM beyond traditional commuter markets. By aligning IE Commuter with a phased implementation roadmap that integrates funding strategies, institutional coordination, and performance-based outcomes, the study positions RCTC and SBCTA to deploy targeted, subregional, and locally tailored strategies where the greatest behavioral and mobility impacts can be achieved.

Scope of Work

The consultant shall be responsible for delivering the following tasks:

Module 1: Project Administration and Management

Facilitate a project kickoff meeting, establish communication protocols, and develop a Project Management Plan. Conduct bi-weekly check-ins with RCTC/SBCTA project managers and submit monthly progress reports and invoices.

Activities include:

- Conduct a project kickoff meeting with core agency staff and the consultant team to confirm objectives, roles, and expectations.
- Establish project governance, including communication protocols, roles and responsibilities, and decision-making processes.
- Develop and maintain a Project Management Plan outlining the schedule, deliverables, communications approach, and QA/QC procedures.
- Facilitate bi-weekly project meetings and document key discussions, action items and decisions.
- Prepare and submit monthly progress reports and invoices per agency requirements.

Deliverables include:

1.1 Kickoff Meeting Agenda and Summary
1.2 Project Management Plan
1.3 Bi-weekly Meeting Summaries
1.4 Monthly Progress Reports and Invoices

Module 2: Baseline Conditions and Travel Behavior Analysis

Conduct a detailed analysis of current travel patterns using Replica O/D data and other relevant sources to establish a comprehensive travel behavior baseline. This analysis will address all trip markets, including commuter, discretionary, recreational, recurring destination or special event travel, and will evaluate modal splits, trip lengths, time-of-day patterns, key corridors, and origin-destination flows. Where relevant data, analysis, or findings have already been developed through recent or concurrent studies, the consultant shall review and incorporate those materials to build upon existing work and avoid duplicative data collection or analysis. This baseline analysis will inform subsequent phases of the study.

Activities include:

- Review available datasets, analytical tools, and recent or ongoing studies relevant to travel behavior in the Inland Empire (e.g., RCTC Coordinated Transit Plan and Core Capacity Study, SBCTA and WRCOG studies) to identify data gaps and avoid duplicative analysis.
- Collect and analyze Inland Empire–specific travel data using Replica (via RCTC's license), Streetlight (via SBCTA's license), and Compass or other supplemental tools, as appropriate.
- Segment travel markets by trip purpose, mode, geography, and time of day to characterize key travel patterns.
- Identify high-impact corridors, origin-destination flows, and travel patterns with the greatest potential for mode shift.
- Assess regional and subregional travel dynamics, including inbound and outbound commuter and non-work travel.

DRAFT

- Identify discretionary, recreational, recurring destination, and special-event trip markets with potential for TDM and transit interventions.
- Evaluate transit ridership potential across transit-capable populations and assess potential congestion impacts associated with increased transit use.
- Evaluate carpool and vanpool potential for inbound and outbound travel and assess potential congestion impacts associated with increased participation.

Deliverables include:

2.1 Baseline Travel Behavior and Conditions Report
2.2 Data Summaries and Visualizations
2.3 Trip Market Opportunity Summary (includes carpool/vanpool and transit potential insights by trip market)

Module 3: Stakeholder Outreach and Community Participation

Develop a Stakeholder Engagement Plan and conduct targeted outreach to employers, transportation providers, community-based organizations (CBOs), and public agencies transportation stakeholders, and the general public. Document feedback and incorporate into strategy development.

Develop and implement a Stakeholder Engagement Plan and conduct targeted outreach to employers, transportation providers, community-based organizations (CBOs), and public agencies (including state and federal legislative offices), transportation/TDM stakeholders and the general public (e.g., Riverside and San Bernardino County residents). Outreach should ensure participation by individuals with limited English proficiency (LEP), people with disabilities, and residents from disadvantaged or underserved communities.

The Stakeholder Engagement Plan shall include a coordinated digital and social media outreach component. Where recent or concurrent studies have already engaged specific trip markets or community groups, their findings should be leveraged to avoid duplicative outreach.

Activities include:

- Prepare a Stakeholder Engagement Plan defining methods to notify stakeholders and the public on feedback opportunities, target audiences, schedule, and roles/responsibilities.
- Develop and deploy a digital and social media outreach strategy, consistent with agency branding and accessibility requirements.
- Implement engagement activities using in-person, virtual, and digital methods.
- Conduct engagement sessions, focus groups, surveys, or pop-up outreach, as appropriate.
- Document stakeholder input, community needs, feedback, and priorities across all engagement channels.
- Prepare and deliver informational briefings to partner agencies, local jurisdictions, and transit operator boards or committees, as requested, to gather feedback and/or share interim findings.

Deliverables include:

3.1 Stakeholder Engagement Plan and Survey
3.2 Digital Notification Materials (for websites, social media, and other channels)
3.3 Engagement Implementation Summary (documentation of outreach execution, participation levels, and key themes)
3.4 Outreach Summary Report

DRAFT

3.5 Presentation Materials for Partner, Jurisdictional, and Transit Agency Boards or Committees (interim briefings)

Module 4: Existing Conditions and Gap Analysis

Assess the current state of Inland Empire TDM programs and coordination across agencies and sectors. Identify gaps in services, technology, strategy, policies, and interagency collaboration. Evaluate the degree to which TDM is integrated with other planning disciplines such as housing, land use, public health, and economic development. The analysis will highlight structural, institutional, and procedural barriers that limit program reach, efficiency, and impact. Findings from this module will diagnose gaps; detailed strategies to address these gaps will be developed under subsequent modules (Employer, Discretionary, Subregional, and TDM Strategy Development).

Activities include:

- Inventory and assess existing TDM programs and services, and program delivery models.
- Evaluate program reach, accessibility, effectiveness, and geographic coverage.
- Assess functionality, usability, and accessibility of digital platforms and tools.
- Identify gaps in current worksite and commuter focused program offerings and service coverage.
- Identify gaps in transit awareness efforts and availability of non-duplicative training resources.
- Assess current strategy effectiveness in influencing mode shift.
- Assess interagency coordination practices including data sharing, performance tracking, and collaborative planning across relevant stakeholders.
- Review and document relevant local, regional, state, and federal policy frameworks (e.g., SB 375, SB 743, CEQA, etc.) supporting or constraining TDM.
- Identify policy gaps, conflicts, or constraints that may limit effective or scalable TDM implementation.
- Evaluate the level of integration with adjacent sectors, such as housing, economic development, sustainability/climate, education, and public health.
- Identify institutional or administrative barriers limiting coordination, scalability, innovation, and shared investment in TDM services.

Deliverables include:

4.1 Existing Conditions and Policy Review Report
4.2 Comprehensive Gap Analysis Report

Module 5: Employer-Focused TDM Recommendations

Develop targeted TDM strategies that respond to the distinct commuter patterns and employment characteristics of Riverside and San Bernardino County, including a significant share of out-of-county and long-distance commuters as well as large logistics, warehousing, and service-sector workforce. Recommendations will consider varying levels of employer capacity and readiness to engage in TDM efforts. Potential strategies may include modernized incentive programs, automation of employer support, mobility service partnerships, vanpool and shuttle coordination, and sector-specific outreach. Emphasis will be placed on scalable, flexible approaches that promote seamless participation for all users, and across a range of employer sizes, industries, and partnership levels.

Activities include:

- Apply baseline travel behavior findings to interpret employer and sector-specific travel patterns.
- Segment employers by size, sector, geography, and workforce characteristics.

DRAFT

- Identify barriers and opportunities for employer participation in TDM.
- Identify scalable engagement approaches appropriate to varying employer capacity.
- Develop a set of employer-focused strategies, incentives, partnerships, and support tools.
- Document recommended employer-focused strategies to inform implementation planning.

Deliverables include:

5.1 Employer Needs Assessment Report
5.2 Recommended Employer TDM Strategies Report

Module 6: Discretionary Trip-Focused TDM Recommendations

Develop TDM recommendations for trip markets beyond traditional worksite-based commuting, including discretionary, student, recreational, visitor, special-event, older adults, persons with disabilities, and specialized transit users. This module will apply baseline data on transit potential across discretionary and non-work trip markets, to help tailor strategies by geography, user group, and access barriers. Strategies will focus on scalable solutions that support mode shift, improve access to information and training, and better integrate human services transportation into the broader TDM framework.

This module shall rely on Baseline Conditions and Existing Conditions results and shall not re-perform origin-destination or travel behavior data analysis.

Activities include:

- Analyze discretionary and non-work trip markets using the Baseline Travel Behavior and Conditions analysis, segmented by geography, demographics, accessibility needs, and transit availability.
- Identify key generators for discretionary trips, including major attractions, campuses, medical centers, special events and venues, and tourism corridors.
- Assess mobility needs and specific trip barriers for older adults, persons with disabilities, and specialized transit users, by synthesizing findings from current plans and studies (e.g., Coordinated Human Services Transportation Plan).
- Identify user-experience barriers related to transit information access, trip-planning tools, real-time service visibility, language access, ADA-compliant digital design, and travel training, using gap findings identified under the Existing Conditions module.
- Develop user personas for each major discretionary trip market to inform behavioral barriers, motivations, and targeted TDM strategies.
- Develop TDM strategies tailored to each non-work trip market, which may include service-based, incentive-based, digital, and partnership-driven approaches such as:
- Targeted incentive programs and marketing campaigns for non-work trips;
- Special event TDM plans and visitor-focused mobility packages;
- Partnerships with colleges, universities, school districts, tourism agencies, parks, and recreation agencies;
- Programs that expand mobility training, travel ambassadors, and user-friendly information tools;
- Coordination of demand-response, microtransit, and first/last mile services to improve accessibility.
- Identify opportunities and implementation pathways for integrating strategies into IE Commuter, regional trip-planning platforms, human services transportation systems, and subregional TDM initiatives, including required data sharing, governance coordination, user experience changes, and technology enhancements.
- Evaluate opportunities to leverage emerging mobility technologies (e.g., mobility wallets,

DRAFT

account-based trip planning, demand-responsive transit, automated customer alerts, incentives platforms) to support non-work trip markets and improve rider experience.

- Use estimated transit potential by discretionary trip type and geography to target mode shift strategies.

Deliverables include:

6.1 Discretionary Trip Personas & Behavioral Barriers Summary

6.2 Discretionary Trip Market Assessment and Recommendations Report

Module 7: Subregional Strategy Development

Provide customized TDM and Vehicle Miles Traveled (VMT) reduction strategies for subregions within Riverside County (Northwest County, Southwest County, Riverside, Moreno Valley/Perris, Beaumont/Banning, Hemet/San Jacinto, Coachella Valley, and Palo Verde Valley) and San Bernardino County (San Bernardino Valley, Colorado River Basin, Mojave Desert, Mountain Communities, Morongo Valley, Victor Valley). Recommendations will reflect localized travel behaviors, land use patterns, transit access, and community needs. Stakeholder input and access considerations will be incorporated to ensure relevance and effectiveness. The analysis will identify subregional priorities and opportunities where targeted TDM efforts, such as employer partnerships, transit coordination, infrastructure improvements, or community campaigns, can produce the greatest return on investment and mode shift potential.

Activities include:

- Refine and localize the Baseline Conditions travel behavior findings for each subregion, focusing on applying, not re-performing, travel analysis.
- Review localized travel patterns, land use context, and transit access by subregion.
- Engage subregional stakeholders and CBOs as needed to validate needs and priorities.
- Identify subregional priorities and cost-effective, high-impact mode-shift opportunities by geography and trip type.
- Develop tailored strategies and performance considerations for each subregion.
- Integrate subregional recommendations into the regionwide strategic framework.

Deliverables include:

7.1 Subregional Strategy Reports (Quantity:14)

7.2 Subregional Recommendations Summary

Module 8: Park & Ride / Mobility Hub Needs Assessment

Evaluate the demand and suitability of Park & Ride lots and mobility hubs in key commuter corridors. Assess integration with regional transit and first/last mile services.

Activities include:

- Review available datasets, analytical tools, and recent studies (e.g., RCTC Core Capacity Study, etc.) relevant to mobility hubs in the Inland Empire to avoid duplicative analysis.
- Inventory and map existing and planned Park & Ride and mobility hub facilities.
- Analyze commute flows and corridor travel patterns relevant to hub usage potential.
- Forecast future demand and usage trends based on commute flows.
- Identify high-priority corridors and locations for potential new or expanded facilities.
- Evaluate access, connectivity, amenities, and operational considerations.

DRAFT

- Identify first/last mile improvement opportunities and potential pilot concepts.
- Identify barriers to use and programmatic strategies to increase usage, targeting all modes and trip markets.

Deliverables include:

8.1 Park & Ride/ Mobility Hub Assessment Report
8.2 Location Prioritization Matrix
8.3 First/Last Mile Report

Module 9: TDM Strategy Development

Develop performance goals and evaluation criteria to guide TDM strategy development. Identify, analyze, and categorize a comprehensive set of next-generation TDM strategies using insights from peer scans, baseline and existing conditions findings, and stakeholder input. The strategies will be grouped into conceptual tiers for early assessment and further refined in the Implementation Matrix module to avoid duplicative prioritization. The output will help guide final strategy selection and support development of an actionable implementation roadmap.

Activities include:

- Establish regionally appropriate TDM goals and performance metrics.
- Compile and analyze a broad range of emerging and established TDM strategies from peer regions.
- Leverage existing studies and frameworks where available (e.g., SCAG, Metro) to avoid duplicative research and build on recent work.
- Categorize strategies into conceptual tiers based on feasibility, accessibility, and impact across trip types, for further refinement under the Implementation Matrix module to avoid duplicative prioritization processes.
- Incorporate feedback from outreach and best practices research.
- Ensure that detailed cost, funding alignment, and ROI analysis will be completed under the Implementation Matrix module.
- Identify coordination improvements across TDM, transportation, transit, and multimodal partners.
- Propose metrics and data sources for tracking regional mode shift across trip types over time.
- Prepare a preliminary strategy roadmap for discussion and refinement prior to final plan development.

Deliverables include:

9.1 Goals and Metrics Framework
Defines evaluation criteria to guide strategy selection and monitor TDM outcomes.
9.2 Next Generation TDM Strategy Report
Preliminary menu of TDM strategies grouped by feasibility and trip market, to guide Implementation Matrix and Strategic Plan development.

Module 10: Implementation Matrix

Prepare a technical, action-oriented matrix that evaluates recommended TDM strategies based on cost, feasibility, implementation considerations, projected VMT and emissions reductions, and opportunities for partnerships and funding. This effort will also identify and recommend strategies that support state and regional environmental policy goals, including SB 743, CEQA mitigation strategies, and Sustainable Communities Strategies implementation. The

DRAFT

Implementation Matrix will provide the analytical foundation for implementation sequencing and prioritization, which will be finalized under the Draft and Final Strategic Plan module.

Activities include:

- Develop evaluation criteria and scoring logic to assess implementation readiness and comparative feasibility of recommended strategies.
- Estimate relative costs, resource requirements, and implementation complexity for each strategy.
- Identify potential implementation timelines and key dependencies without assigning final sequencing.
- Identify lead agency roles, partnership opportunities, and coordination requirements for implementation.
- Identify existing and potential funding sources and assess alignment with funding eligibility requirements.
- Link strategies to compliance and regional planning priorities.
- Estimate anticipated VMT reduction, emissions impacts, and return on investment (ROI) implementing strategies developed under the Employer-Focused and Discretionary Trip-Focused TDM Recommendations modules.

Deliverables include:

10.1 Implementation Matrix with Prioritization Logic

10.2 Funding and Compliance Alignment Report

Module 11: Draft and Final Strategic Plan

Prepare a draft and final TDM Strategic Plan that compiles technical findings, strategies, and implementation recommendations into a final public-facing document. The Strategic Plan will synthesize technical findings—including the Implementation Matrix—and translate them into a compelling, actionable narrative for agency leadership and stakeholders. The plan will include a prioritized implementation roadmap that outlines specific actions, timelines, responsible parties, and resource considerations.

Activities include:

- Compile and synthesize technical findings, recommendations, and visuals from all modules.
- Prepare a draft plan that is clear, accessible, actionable, and suitable for public review.
- Develop an implementation roadmap that defines near-, mid-, and long-term actions, timelines, stakeholders, roles, and resources.
- Incorporate public and agency feedback into plan revisions.
- Prepare an executive summary suitable for non-technical audiences.
- Clearly link each strategy to expected outcomes, resource needs, and return on investment to support prioritization.
- Finalize the Strategic TDM Plan for agency use and adoption.

Deliverables include:

11.1 Draft TDM Strategic Plan

11.2 Final TDM Strategic Plan

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Module 12: Final Presentation

Prepare and deliver presentations for RCTC and SBCTA boards and staff on key findings, recommendations, and implementation roadmap.

Activities include:

- Develop presentation materials summarizing key findings and recommendations.
- Create slide decks and summary handouts suitable for public and board meeting contexts. Tailor messages for different audiences (boards, staff, public).
- Present findings at public meetings and respond to questions.
- Update presentation materials as needed based on agency input.

Deliverables include:

12.1 Final Presentation Slide Deck
12.2 Handout Materials for Board and Public Meetings

Deliverables Summary:

Module 1 – Project Administration and Management
1.1 Kickoff Meeting Agenda and Summary
1.2 Project Management Plan
1.3 Bi-weekly Meeting Summaries
1.4 Monthly Progress Reports and Invoices
Module 2 – Baseline Conditions and Travel Behavior Analysis
2.1 Baseline Travel Behavior and Conditions Report
2.2 Data Summaries and Visualizations
2.3 Trip Market Opportunity Summary
Module 3 – Stakeholder Outreach and Community Participation
3.1 Stakeholder Engagement Plan and Survey
3.2 Digital Notification Materials
3.3 Engagement Implementation Summary
3.4 Outreach Summary Report
3.5 Presentation Materials for Partner/Jurisdictional/Transit Boards or Committees
Module 4 – Existing Conditions and Gap Analysis
4.1 Existing Conditions and Policy Review Report
4.2 Comprehensive Gap Analysis Report
Module 5 – Employer-Focused TDM Recommendations
5.1 Employer Needs Assessment Report
5.2 Recommended Employer TDM Strategies Report
Module 6 – Discretionary Trip-Focused TDM Recommendations
6.1 Discretionary Trip Personas & Behavioral Barriers Summary
6.2 Discretionary Trip Market Assessment and Recommendations Report
Module 7 – Subregional Strategy Development
7.1 Subregional Strategy Reports *(Qty: 14)*
7.2 Subregional Recommendations Summary
Module 8 – Park & Ride / Mobility Hub Needs Assessment
8.1 Park & Ride / Mobility Hub Assessment Report
8.2 Location Prioritization Matrix
8.3 First/Last Mile Report

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Module 9 – TDM Strategy Development

9.1 Goals and Metrics Framework

9.2 Next Generation TDM Strategy Report

Module 10 – Implementation Matrix

10.1 Implementation Matrix with Prioritization Logic

10.2 Funding and Compliance Alignment Report

Module 11 – Draft and Final Strategic Plan

11.1 Draft TDM Strategic Plan

11.2 Final TDM Strategic Plan

Module 12 – Final Presentation

12.1 Final Presentation Slide Deck

12.2 Handout Materials for Board and Public Meetings

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EXHIBIT “B”- SCHEDULE OF SERVICES

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Schedule

This proposed schedule reflects the scope outlined in this proposal. The Alta team is flexible in our approach and looks forward to working with the RCTC to finalize the scope and schedule to meet the needs of the project.

	2026									2027								
	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Project Administration and Management																		
Project Start-up and Kickoff Meeting	x																	
Project Management Plan																		
Bi-weekly Meetings																		
Billing and Reporting																		
Baseline Conditions and Travel Behavior Analysis																		
Data Analysis Approach Memorandum																		
Data Analysis with Online Map with Visualizations																		
Travel Behavior Analysis Memorandum																		
Stakeholder Outreach and Community Participation																		
Stakeholder Advisory Group Meetings						x			x			x		x				
Stakeholder Engagement Plan																		
Community and Stakeholder Outreach, Materials and Summary																		
Outreach Summary Report														x				
Presentation Materials														x				
Existing Condtitions and Gap Analysis																		
Existing Conditions and Policy Review Report																		
Comprehensive Gap Analysis Report																		
Employer-Focused TDM Recommendations																		
Employer Needs Assessment																		
Recommended Employer TDM Strategies Report																		
Discretionary Trip-Focused TDM Recommendations																		
Discretionary Trip Personas & Behavioral Barriers Summary																		
Discretionary Trip Market Assessment and Recommendations Report																		
Subregional Strategy Development																		
Subregional Strategy Reports																		
Subregional Recommendations Summary																		
Park & Ride / Mobility Hub Needs Assessment																		
Park & Ride / Mobility Hub Assessment Report																		
Location Prioritization Matrix																		
First and Last Mile Report																		
TDM Strategy Development																		
Goals and Metrics																		
TDM Strategy Workshop										x								
Next Generation TDM Strategy Report																		
Implementation Matrix																		
Implementation Matrix with Prioritization Logic																		
Funding and Compliance Alignment																		
Draft and Final Strategic Plan																		
Draft TDM Strategic Plan																		
Final TDM Strategic Plan																		
Final Presentation																		
Final Presentation Slide Deck																		
Handout Materials for Board and Public Meetings																		

LEGEND
Task Progress
Meeting / Workshop x
Deliverable

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EXHIBIT "C"- COMPENSATION AND PAYMENT (COST PROPOSAL)

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EXHIBIT "C"

COMPENSATION SUMMARY[1]

FIRM	PROJECT TASKS/ROLE	COST
	Prime Consultant:	
Alta Planning	Services	$ 325,598.61
	Sub Consultants:	
Journey	Services	$ 57,795.45
	SUBTOTAL	**383,394.06**
	OTHER DIRECT COSTS	**2,500.00**
	TOTAL COSTS	**$ 385,894.06**

TASK NUMBER	TASK DESCRIPTION	COST
Task 1	Porject Administration and Management	$ 33,647.79
Task 2	Baseline Conditions and Travel Behavior Analysis	46,451.47
Task 3	Stakeholder Outreach and Community Participation	74,439.76
Task 4	Existing Conditions and Gap Analysis	14,819.54
Task 5	Employer-Focused TDM Recommendations	16,279.78
Task 6	Discretionary Trip-Focused TDM Recommendations	16,279.78
Task 7	Subregional Strategy Recommendations	52,377.40
Task 8	Park & Ride/ Mobility Hub Needs Assessment	46,357.68
Task 9	TDM Strategy Development	23,364.27
Task 10	Implementation Matrix	18,725.03
Task 11	Draft and Final Strategic Plan	35,014.92
Task 12	Final Presentation	5,636.64
	SUBTOTAL	**383,394.06**
	OTHER DIRECT COSTS	**2,500.00**
	TOTAL COSTS	**$ 385,894.06**

[1] Commission authorization pertains to total contract award amount. Compensation adjustments between consultants may occur; however, the maximum total compensation authorized may not be exceeded.

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EXHIBIT “D” FHWA/CALTRANS REQUIREMENTS

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FEDERAL DEPARTMENT OF TRANSPORTATION
FHWA AND CALTRANS REQUIREMENTS

1. FHWA Title VI Assurances.

A. Compliance with Regulations: Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

B. Nondiscrimination: Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information.

E. Sanctions for Noncompliance: In the event of Consultant's noncompliance with the nondiscrimination provisions of this agreement, the Commission shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: i. withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or ii. cancellation, termination or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: Consultant shall include the provisions of paragraphs (A) through (F) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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Consultant shall take such action with respect to any sub-agreement or procurement as the Commission or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request Commission enter into such litigation to protect the interests of the State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

2. ADDITIONAL NONDISCRIMINATION REQUIREMENTS

During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to: Pertinent Non-Discrimination Authorities:

• Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
• The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
• Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
• Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
• The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
• Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
• The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
• Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
• The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
• Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

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• Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
• Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

3. DISCRIMINATION

The Commission shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the implementation of the Caltrans DBE program or the requirements of 49 CFR Part 26. The Commission shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, of sex in the performance of this Agreement. Consultant or subcontractor shall carry out applicable requirements of 49 CFR Part 26 and the Caltrans DBE program in the award and administration of DOT-assisted contracts, as further set forth below. Failure by the Consultant or subcontractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the Commission deems appropriate.

4. PROMPT PAYMENT

A. Consultant agrees to pay each subconsultant under this Agreement for satisfactory performance of its contract no later than 15 days from the receipt of each payment the Consultant receives from the Commission. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Commission. This clause applies to both DBE and non-DBE subcontractors.

B. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Consultant to a subconsultant, Consultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the Consultant to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made. In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

C. The above provisions apply to Consultant's subconsultants who retain subconsultants.

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D. PROMPT PAYMENT CERTIFICATION. The Consultant shall submit Caltrans Exhibit 9-P (available at https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms and incorporated herein by reference) to the Commission by the 15th of the month following the month of any payment(s). If the Consultant does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Caltrans Exhibit 9-P. The submitted forms shall be reviewed by the Commission and submitted to Caltrans.

5. RELEASE OF RETAINAGE

No retainage will be held by the Commission from progress payments due to Consultant. Consultant and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the Commission's prior written approval. Any violation of these provisions shall subject the violating Consultant or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

6. LEGAL REMEDIES

In addition to those contract remedies set forth under relevant provisions of California law, either Party to this Agreement may, where applicable, seek legal redress for violations of this Agreement pursuant to the relevant provisions of 49 C.F.R. Parts 23 and 26, to the relevant federal or state statutory provisions governing civil rights violations, and to the relevant federal and state provisions governing false claims or "whistleblower" actions, as well as any and all other applicable federal and state provisions of law.

The Consultant shall include a provision to this effect in each of its agreements with its subcontractors.

7. DBE PARTICIPATION

NOT USED. THERE IS NO DBE GOAL FOR THIS AGREEMENT. THERE ARE NO DBE REPORTING OR MONITORING REQUIREMENTS FOR THIS AGREEMENT.

8. CONTRACT ASSURANCE; REMEDIES

A. Contract Assurance. Under 49 CFR 26.13(b):
Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Consultant shall carry out applicable

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requirements of 49 CFR 26 in the award and administration of federal-aid contracts, as the same were amended by the DOT DBE Interim Final Rule.

B. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Commission appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying Consultant from future proposing as non-responsible

9. DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

In accordance with 49 CFR Part 29, which by this reference is incorporated herein, Consultant's subconsultants completed and submitted the Certificate of subconsultant Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion as part of the Consultant's proposal. If it is later determined that Consultant's subconsultants knowingly rendered an erroneous Certificate, the Commission may, among other remedies, terminate this Agreement.

10. ENVIRONMENTAL COMPLIANCE

A. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000).

B. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

C. Energy Policy and Conservation Act (Pub. L. 94—163, 89 Stat. 871.) — Consultant shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871), which are incorporated by reference in this Contract. (10 CFR 600.236(i)(13).)

11. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, and by signing this Agreement, Consultant certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with

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an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

12. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

Consultant shall not obligate or expend any funds to be reimbursed under this Agreement to:

• Procure or obtain;
• Extend or renew a contract to procure or obtain; or
• Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The prohibited vendors (and their subsidiaries or affiliates) are:
• Huawei Technologies Company;
• ZTE Corporation;
• Hytera Communications Corporation;
• Hangzhou Hikvision Digital Technology Company;
• Dahua Technology Company; and
• Subsidiaries or affiliates of the above-mentioned companies.
and customers is sustained.

13. COVERED UNMANNED AIRCRAFT SYSTEMS

To the extent applicable, the Consultant shall comply with the requirements of the American Security Drone Act, Pub. L. No. 118-31, §§ 1821-32 (2023), including the prohibition on use of Federal funds for procurements and operation of covered unmanned aircraft systems from covered entities. Consultant shall ensure that any unmanned aircraft systems, including drones, purchased and/or used to complete the work under the Agreement are not manufactured or assembled by an American Security Drone Act-covered foreign entity. A list of covered foreign entities is maintained by the Federal Acquisition Security Council (FASC) and published in the System for Award Management (SAM). The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FHWA.

ADDITIONAL FEDERAL REQUIREMENTS

Additional federal requirements including, but not limited to, cost principles, accounting and auditing requirements are included in the model Agreement.

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EXHIBIT "E" FTA REQUIREMENTS

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FTA FUNDING REQUIREMENTS

As used herein, "RCTC" shall have the same meaning as the "Commission." The term "contract" or "Contract" shall have the same meaning as the "Agreement." The term "Consultant" shall have the same meaning as "Contractor" as used in the Agreement.

1. No Obligation by the Federal Government

a. RCTC and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b. The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statements or Related Acts

a. The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

b. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l)(1) on the Consultant, to the extent the Federal Government deems appropriate.

c. The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

3. Access to Records

The Consultant agrees to the following access to records requirements:

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a. To provide RCTC, SBCTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Consultant also agrees, pursuant to 49 C. F. R. 633.15 to provide the FTA Administrator or his authorized representatives including any PMO Consultant access to Consultant's records and construction sites pertaining to a major capital project, defined at 49 C.F.R. 633.5, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

b. To make available in the case of a contract for a capital project or improvement, as defined above and awarded by other than competitive bidding in accordance with 49 U.S.C. 5325(a), records related to the contract to RCTC, SBCTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

c. To maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Consultant agrees to maintain same until RCTC, SBCTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

d. To permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

e. To require all subconsultants to comply with this provision.

4. Federal Changes

The Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between RCTC and FTA, or SBCTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

5. Civil Rights

The following requirements apply to the underlying contract:

(1) Nondiscrimination – The following nondiscrimination requirements apply to the underlying contract:

(a) Consultant shall comply with:

(i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.;

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(ii) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21, including any amendments thereto.

(iii) Federal transit law, specifically 49 U.S.C. § 5332.

(b) The following is prohibited:

(i) Discrimination based on race, color, religion, national origin, sex (including sexual orientation), disability, or age.

(ii) Exclusion from participating in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332.

(iii) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332.

(iv) Discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.

(b) Consultant shall follow:

(i) the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

(ii) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3.

(iii) All other applicable federal guidance that may be issued.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. . In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623, Federal transit law at 49 U.S.C. § 5332, the Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42

DRAFT

U.S.C. § 6101 *et seq*., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq*., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq*., and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against individuals on the basis of disability, and that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(3) The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

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6. FTA Disadvantaged Business Enterprise (DBE) Requirements

A. General DBE Requirements: In accordance with Federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), Commission has adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs" (the "Regulations"). The Contract is subject to these stipulated regulations.

It is the policy of the Commission to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;

2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;

3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;

4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;

5. Help remove barriers to the participation of DBEs in DOT assisted contracts;

6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and

7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

B. Discrimination: Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Any terms used herein that are defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations.

C. Commission's Race-Neutral DBE Program: A Race-Neutral DBE Program is one that, while benefiting DBEs, is not solely focused on DBE firms. Therefore, under a Race-Neutral DBE Program, Commission does not establish numeric race-conscious DBE participation goals on its DOT-assisted contracts. There is no FTA DBE goal on this Project.

Consultant shall not be required to achieve a specific level of DBE participation as a condition of contract compliance in the performance of this DOT-assisted contract. However, Consultant shall adhere to race-neutral DBE participation commitment(s) made at the time of award.

D. Race-Neutral DBE Submissions and Ongoing Reporting Requirements (Post-Award): At termination of the Contract, the successful Consultant shall complete and submit to Commission a "DBE Race-Neutral Participation Listing" in the form provided by Commission. In the event DBE(s) are utilized in the performance of the Agreement, Consultant shall comply with applicable reporting requirements.

E. Performance of DBE Subconsultants: DBE subconsultants listed by Consultant in its "DBE Race-Neutral Participation Listing" submitted at the time of proposal shall perform the work and supply the materials for which they are listed, unless Consultant has received prior written authorization from Commission to perform the work with other forces or to obtain the materials from other sources. Consultant shall provide written notification to Commission in a timely manner of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

F. DBE Certification Status: If a listed DBE subconsultant is decertified during the life of this Agreement, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a non-DBE subconsultant becomes a certified DBE during the life of this Agreement, the DBE subconsultant shall notify Consultant in writing with the date of certification. Consultant shall furnish the written documentation to Commission in a timely manner. Consultant shall include this requirement in all subcontracts.

G. Consultant's Assurance Clause Regarding Non-Discrimination: In compliance with State and Federal anti-discrimination laws, Consultant shall affirm that it will not exclude or discriminate on the basis of race, color, national origin, or sex in consideration of contract award opportunities. Further, Consultant shall affirm that they will consider, and utilize subconsultants and vendors, in a manner consistent with non-discrimination objectives.

H. Violations: Failure by the selected Consultant(s) to carry out these requirements shall be a material breach of the contract to be awarded pursuant to this RFP, which may result in the termination of the contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the Consultant from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

I. Prompt Payment: Consultant shall pay its subconsultants for satisfactory performance of their contracts no later than 30 days from receipt of each payment Commission makes to the Consultant. 49 C.F.R. § 26.29(a), unless a shorter period is provided in the contract.

J. Compliance with DBE Requirements Contained in FTA Provisions: Consultant shall comply with all DBE reporting and other requirements contained in this Agreement.

K. In accordance with the U.S. Department of Transportation (DOT) Disadvantaged Business Enterprise DBE Interim Final Rule (IFR) published on October 3, 2025 to amend 49 CFR Part 26:

a. Unless otherwise directed by FTA, and not withstanding any other provision herein, the Commission will not engage in compliance monitoring of DBE participation on the Agreement, and no DBE reporting is required.

b. Any DBE participation on the Agreement will not count towards any overall DBE goals.

c. Any changes to 49 CFR Part 26 as set forth in the IFR, as may be amended in the final rule, are hereby incorporated.

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7. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any RCTC requests which would cause RCTC to be in violation of the FTA terms and conditions.

8. Debarment and Suspension.

The Consultant agrees to the following:

(1) It will comply with the following requirements of 2 CFR Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200.

(2) It will not enter into any "covered transaction" (as that phrase is defined at 2 CFR §§ 180.220 and 1200.220) with any subconsultant whose principal is, suspended, debarred, or otherwise

excluded from participating in covered transactions, except as authorized by— (i) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200; (ii) U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180; and (iii) Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended recipients or third party participants.

(3) It will review the U.S. GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," if required by U.S. DOT regulations, 2 CFR Part 1200.

(4) Consultant agrees to include, and require all subconsultants to include, this provision in all subcontracts.

9. ADA Access Requirements

The Consultant shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC Section 12101 et seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794; 49 USC Section 5301(d).

10. Fly America

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To the extent applicable to the Services, the Consultant agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their consultants are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

11. Cargo Preference - Use of United States-Flag Vessels

To the extent applicable to the Services, the Consultant agrees:

1. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

2. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated,

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"on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Consultant in the case of a subconsultant's bill-of-lading.)

3. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

12. Buy America

To the extent applicable, the Consultant shall comply with the following:

1. The domestic preference procurement requirements of 49 U.S.C. 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661, to the extent consistent with 49 U.S.C. 5323(j).

2. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

3. Procurement for rolling stock will comply with 49 U.S.C. § 5325 (Contract Requirements), 49 U.S.C. § 5323(j) (Buy America Requirements), 49 U.S.C. § 5323(m) (Pre-Award and Post Delivery Requirements), and 49 U.S.C. § 5318(e) (Bus Testing Requirements), 49 U.S.C. § 5323(u) (limitation on certain rolling stock procurements), and their implementing regulations.

13. Employment Provisions

To the extent applicable to the Services, Consultant shall comply with the following:

A. [For a construction or maintenance project over $2,000] **Davis–Bacon Act, as amended (40 U.S.C. 3141–3148).** When applicable, Contractor shall comply with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor shall pay wages not less than once a week. The non–Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. Contractor shall also comply with the Copeland "Anti–Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides

DRAFT

that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected violations shall be reported to the FTA.

B. [For contracts in excess of $100,000 that involve the employment of mechanics or laborers] **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).** When applicable, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

C. [For contracts not involving construction] **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3702).** Consultant will comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.

D. [For contracts involving commerce] **Fair Labor Standards Act (FLSA) (29 USC 201, et. seq.)**. Consultant will comply with the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201, et seq. to the extent that the FLSA applies to employees performing work with federal assistance provided through the contract involving commerce,

E. Release of Retainage

No retainage will be withheld by the RCTC from progress payments due Consultant. Retainage by Consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant or deficient subconsultant performance, or noncompliance by a subconsultant.

14. Termination for Convenience

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RCTC may terminate the Agreement for convenience in accordance with the terms of the Agreement.

After such termination, the Consultant shall submit a final termination settlement proposal to RCTC as directed. If the Consultant fails to submit a proposal within the time allowed, RCTC may determine, on the basis of information available, the amount, if any due the Consultant because of the termination and shall pay the amount determined. After the Consultant's proposal is received, RCTC and Consultant shall negotiate a fair and equitable settlement and the contract will be modified to reflect the negotiated agreement. If agreement cannot be reached, RCTC may issue a final determination and pay the amount determined. If the Consultant does not agree with this final determination or the determination resulting from the lack of timely submission of a proposal, the Consultant may appeal under the Disputes clause.

15. Administrative and Contractual Remedies on Breach; Termination for Cause

a. The Consultant may be declared in breach of this Agreement ("Breach") if the Consultant fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Consultant fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms. In case of any of the foregoing, RCTC shall notify the Consultant of the Breach, and the Consultant shall have a period of ten (10) days (or such longer period as RCTC may authorize in writing) after receipt of notice from RCTC to cure the Breach.

b. RCTC may, by written notice of termination to the Consultant specifying the effective date thereof, terminate the whole or any part of this contract, in the case of a Breach that is not cured within the timeframe set forth in (a) above ("Uncured Breach").

c. If the contract is terminated in whole or in part for an Uncured Breach, RCTC may procure upon such terms and in such manner as RCTC may deem appropriate, supplies or services similar to those so terminated, or may complete the services with its own forces. The Consultant shall be liable to RCTC for any excess costs for such similar supplies or services, and for any other costs incurred by RCTC as a result of the Uncured Breach. The Consultant shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

d. Except with respect to defaults of Subconsultants, the Consultant shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Consultant. If the failure to perform is caused by the default of a Subconsultant, and if such default arises out of causes beyond the control of both the Consultant and the Subconsultant, and without the fault or negligence of either of them, the Consultant shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required project completion schedule.

e. Payment for completed services or supplies delivered to and accepted by RCTC shall be at the contract price. RCTC may withhold from amounts otherwise due the Consultant for such completed services or supplies such sum as RCTC determines to be necessary to protect RCTC

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against loss because of outstanding liens of claims of former lien holders, or to reimburse RCTC for any other costs related to the Uncured Breach.

f. If, after notice of termination of this contract for cause, it is determined for any reason that an Uncured Breach did not exist, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the provisions for termination for convenience of RCTC.

g. The rights and remedies of RCTC provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

h. Notwithstanding the above, RCTC may, without providing an opportunity to cure, terminate the contract in accordance with the timeframe set forth in Section 17 of the contract, if RCTC determines such action is in its best interest based on the nature of the Breach. Such actions shall not limit any of RCTC's remedies set forth above.

16. Disputes

a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by supplemental agreement shall be decided by RCTC's Deputy Executive Director, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the RCTC Deputy Executive Director shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, Consultant mails or otherwise furnishes to the RCTC Deputy Executive Director a written appeal addressed to RCTC's Executive Director. The decision of RCTC Executive Director or duly authorized representative for the determination of such appeals shall be final and conclusive.

b. The provisions of this Paragraph shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Paragraph, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

c. Pending final decision of a dispute hereunder, Consultant shall proceed diligently with the performance of this Agreement and in accordance with the decision of RCTC's Deputy Executive Director. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any RCTC official or representative on a question of law, which questions shall be settled in accordance with the laws of the State of California.

17. Lobbying

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See the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Consultants who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. The Offeror shall complete and submit with its bid/proposal the attached Certification Regarding Lobbying, and if applicable, the Standard Form-LLL, "Disclosure Form to Report Lobbying."

18. Energy Conservation

The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

19. Clean Water

a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Consultant agrees to report each violation to RCTC and understands and agrees that RCTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The Consultant further agrees that:

(1) It will not use any violating facilities;
(2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
(3) It will report violations of use of prohibited facilities to FTA; and
(4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1388).

The Consultant also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

20. Clean Air

a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Consultant agrees to report each violation to RCTC and understands and agrees that RCTC will, in turn,

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report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The Consultant further agrees that:

(1) It will not use any violating facilities;
(2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
(3) It will report violations of use of prohibited facilities to FTA; and
(4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1388).

c. The Consultant also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

21. Solid Wastes

Recovered Materials - The Consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

22. Safe Operation of Motor Vehicles

Pursuant to Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party consultant to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project.

a. The Consultant is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Consultant or RCTC.
b. The Consultant agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this contract.

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23. Notification to FTA.

a. If a current or prospective legal matter that may affect the Federal Government emerges, the Consultant must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which this Agreement is being performed. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

b. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

c. *Additional Notice to U.S. DOT Inspector General*. The Consultant must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Commission located, if Consultant has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Consultant. In this paragraph, "promptly" means to refer information without delay and without change.

24. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Consultant shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Contract. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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25. Prohibited Transactions

Consultant certifies that:

a. Consultant does not have any unpaid Federal tax liability assessed, for which all judicial and administrative have been exhausted or have lapsed, and that in a timely manner pursuant to an agreement authority responsible for collecting the tax liability

b. Consultant was not convicted of the felony criminal violation Federal law within the preceding 24 months.

c. If Consultant cannot so certify, RCTC agrees to refer the matter to FTA and not to enter into any contract with Consultant without FTA's written approval

d. Consultant shall include, and require all subconsultants to include, this provision in all subcontracts.

26. Trafficking in Persons.

a. Consultant shall comply with section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended; 22 U.S.C. § 7104(g); and the terms of this section.

b. Definitions. Consultant agrees that for purposes of this section:

(i) Employee, for purposes of this section only, means either an individual who is employed by the Consultant or whose services are provided on a volunteer basis for the Consultant, and is participating in the Project or related activities as set forth in the Agreement,

(ii) Forced labor means labor obtained by recruitment, harboring, transportation, provision, or other means of obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(iii) Severe forms of trafficking in persons has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102. 23

(iv) Commercial sex act has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

(vi) Coercion has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

c. Consultant requirements:

(i) Consultant shall inform FTA and RCTC immediately of any information it receives from any source alleging a violation of the prohibitions in this section.

(ii) Consultant agrees that it and its employees that participate in this Agreement, may not:

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(1) Engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect,

(2) Procure a commercial sex act during the period of time that this Agreement is in effect, or

(3) Use forced labor in the performance of this Agreement or any subagreements hereunder.

d. Consultant shall include, and require all subconsultants to include, this provision in all subcontracts.

27. Covered Unmanned Aircraft Systems

To the extent applicable, the Consultant shall comply with the requirements of the American Security Drone Act, Pub. L. No. 118-31, §§ 1821-32 (2023), including the prohibition on use of Federal funds for procurements and operation of covered unmanned aircraft systems from covered entities. Consultant shall ensure that any unmanned aircraft systems, including drones, purchased and/or used to complete the work under the Agreement are not manufactured or assembled by an American Security Drone Act-covered foreign entity. A list of covered foreign entities is maintained by the Federal Acquisition Security Council (FASC) and published in the System for Award Management (SAM). The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

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EXHIBIT "F"

CERTIFICATE OF CONSULTANT

[attached behind this page]

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CERTIFICATE OF CONSULTANT

I HEREBY CERTIFY that I am the _____ and duly authorized representative of the firm of _____ whose address is _____, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor

(b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

By: _____
Signature

_____
Name

_____
Title

_____

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EXHIBIT “G” – LOBBYING ACTIVITIES DISCLOSURE

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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

☐ a. initial
b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobbying Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$_____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):

☐ a. cash
☐ b. in-kind; specify: nature _____
Value _____

14. Type of Payment (check all that apply)

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: Steven Frieson, PE

Title: Vice President

Telephone No.: 213 489-7443 Date: 2/2/26

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Agreement No. 26-41-035-00

**PROFESSIONAL SERVICES AGREEMENT
WITH FHWA AND FTA FUNDING ASSISTANCE**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT WITH
AECOM TECHNICAL SERVICES
FOR ON-CALL
TRANSPORTATION DEMAND MANAGEMENT SERVICES**

Parties and Date.

This Agreement is made and entered into this ___ day of _____, 2026, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and AECOM TECHNICAL SERVICES ("Consultant"), a CORPORATION. The Commission and Consultant are sometimes referred to herein individually as “Party”, and collectively as the “Parties”.

Recitals.

A. On November 8, 1988 the Voters of Riverside County approved Measure A authorizing the collection of a one-half percent (1/2 %) retail transactions and use tax (the "tax") to fund transportation programs and improvements within the County of Riverside, and adopting the Riverside County Transportation Improvement Plan (the "Plan").

B. Pursuant to Public Utility Code Sections 240000 et seq., the Commission is authorized to allocate the proceeds of the Tax in furtherance of the Plan.

C. On November 5, 2002, the voters of Riverside County approved an extension of the Measure A tax for an additional thirty (30) years for the continued funding of transportation and improvements within the County of Riverside.

D. The Commission, in partnership with San Bernardino County Transportation Authority (SBCTA), administers the IE Commuter program, which serves as the region’s flagship Transportation Demand Management (“TDM”) program.

E. The IE Commuter program is seeking innovative and cost-effective solutions that reduce single-occupancy vehicle trips, manage travel demand, and improve mobility for Riverside and San Bernardino County residents, as well as for the regional employers to which Inland Empire residents commute.

F. Consultant shall provide services on an on-call basis to support a wide variety of TDM projects, programs, and initiatives for the benefit of the Commission and SBCTA in implementation of the TDM program.

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F. The sources of funding for payment for on-call professional consulting services provided under this Agreement may include the following funding sources:

> Commission Measure A funds, Federal Highway Administration (FHWA), Federal Transit Administration (FTA), state funds through Caltrans, or SBCTA reimbursements (from local or federal funds)

In relation to such funding, Consulant shall execute and submit to the Commission the certification shown in Exhibit "E" attached hereto and incorporated herein by reference. Consultant shall comply with all funding source requirements as further set forth in this Agreement and the attached exhibits.

G. Consultant desires to perform and assume responsibility for the provision of certain on-call services for the TDM program. Services shall be provided for the Commission or for the benefit of SBCTA, as directed, on the terms and conditions set forth in this Agreement and in the task order(s) to be solicited, awarded and authorized by Commission as further described in this Agreement ("Task Order"). Consultant represents that it is experienced in providing such services to public clients, is licensed in the State of California (if necessary), and is familiar with the plans of the Commission.

H. Commission desires to engage Consultant to render such services on an on-call basis. Services shall be ordered by Task Order(s) to be issued pursuant to this Agreement for future projects as set forth herein and in each Task Order (each such project shall be designated a "Project" under this Agreement).

Terms.

1. General Scope of Services. Consultant shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise, and incidental and customary work necessary to fully and adequately supply the on-call TDM program related services for the Projects ("Services"). The Services are generally described in Exhibit "A" attached hereto and incorporated herein by reference. The Services shall be more particularly described in the individual Task Orders issued by the Commission's Executive Director or designee. No Services shall be performed unless authorized by a Task Order. All Services shall be subject to, and performed in accordance with, this Agreement, the relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

2. Task Orders; Commencement of Services; Schedule of Services. Services under this Agreement shall be requested by the Commission pursuant to Task Order requests. If Commission accepts Consultant's Task Order proposal, Commission shall issue a purchase order or executed task order for the Services ("Commission's Task Order Authorization"). Consultant's agreement to the final terms of a proposed Task Order, Commission's Task Order Authorization and Consultant's commencement of the Services shall indicate the Parties' agreement to the terms of the relevant Task Order.

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Consultant shall commence Services under a Task Order within five (5) days of receiving Commission's Task Order Authorization, or as otherwise specified in the Task Order request.

Consultant shall perform the Services expeditiously, in accordance with any schedule for the Services set forth in a Task Order ("Schedule of Services"). 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, Commission shall respond to Consultant's submittals in a timely manner. Upon request of the Commission, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

Task Orders may not be used to amend the language (or the terms) of this Agreement or to exceed the scope of work under this Agreement.

3. Pre-Award Audit. As a result of the funding for this Project, and to the extent Caltrans procedures apply in connection therewith, issuance of a "Notice to Proceed" or other authorization to proceed under a Task Order may be contingent upon completion and approval of a pre-award audit. Any questions raised during the pre-award audit shall be resolved before Services are commenced under a Task Order. The funding provided under this Agreement is contingent on meeting all funding requirements and could be withdrawn, thereby entitling the Commission to terminate this Agreement, if the procedures are not completed. The Consultant's files shall be maintained in a manner to facilitate State process reviews. In addition, Caltrans may require that prior to performance of any work for which funding reimbursement through Caltrans is requested and provided, that Caltrans must give to Commission an "Authorization to Proceed".

4. Audit Procedures.

4.1 Consultant and certain subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an Independent Cost Review (ICR) Audit, or a CPA ICR audit work paper review. If selected for audit or review, this Agreement, Consultant's cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. This Agreement, Consultant's cost proposal, and ICR shall be adjusted by Consultant and approved by the Commission's contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into this Agreement by this reference if directed by Commission at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of the Agreement terms and cause for termination of this Agreement and disallowance of prior reimbursed costs. Additional audit provisions applicable to this Agreement are set forth in Sections 22 and 23 of this Agreement.

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Section 4.2 and 4.3 shall apply to the extent applicable to the Task Order and funding source.

4.2 During any Caltrans' review of the ICR audit work papers created by the Consultant's independent CPA (which may include review by the Independent Office of Audits and Investigations), Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, Commission will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines is received and approved by Caltrans.

Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

4.3 If Caltrans is unable to issue a cognizant letter per Section 4.2 above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the Caltrans' management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

If the Consultant fails to comply with the provisions of this Section 4, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in Section 4.2 above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

Consultant may submit to Commission final invoice only when all of the following items have occurred: (1) Caltrans accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of Commission; and, (3) Caltrans has issued its final ICR review letter. The Consultant must submit its final invoice to Commission no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all Task Orders issued under this Agreement, and all other

DRAFT

agreements executed between the Commission and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

5. Term.

5.1 This Agreement shall go into effect on the date first set forth above, contingent upon approval by Commission, and shall remain in effect for three (3) years, unless extended by contract amendment. The Commission may extend the term of this Agreement, in its sole discretion, for two (2) additional one (1) year period. No Task Order shall extend beyond the expiration date of this Agreement.

5.2 Consultant is advised that any recommendation for contract award is not binding on Commission until this Agreement is fully executed and approved by the Commission.

5.3 This Agreement shall remain in effect for the term set forth above, 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. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

6. Commission's Contract Administrator. The Commission hereby designates the Commission's Executive Director, or his or her designee, to act as its Contract Administrator for the performance of this Agreement ("Commission's Contract Administrator"). Commission's Contract Administrator shall have the authority to act on behalf of the Commission for all purposes under this Agreement. Commission's Contract Administrator shall also review and give approval, as needed, to the details of Consultant's work as it progresses. Consultant shall not accept direction or orders from any person other than the Commission's Contract Administrator or his or her designee.

7. Consultant's Representative. Consultant hereby designates JILL CAHOON to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her professional 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. Consultant shall work closely and cooperate fully with Commission's Contract Administrator and any other agencies which may have jurisdiction over, or an interest in, the Services. Consultant's Representative shall be available to the Commission staff at all reasonable times. Any substitution in Consultant's Representative shall be approved in writing by Commission's Contract Administrator.

8. Substitution of Key Personnel. Consultant has represented to the Commission 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 by the

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Commission. In the event that the Commission and Consultant cannot agree as to the substitution of the key personnel, the Commission shall be entitled to terminate this Agreement for cause, pursuant to the provisions herein. The key personnel for performance of this Agreement are: JILL CAHOON, ALLIE VELLECA, EMILY BECKER, IZAAK ONOS, ELLIE MCCARTHY, CARYN DECRISANTI, RUSSELL MCDERMOTT, TERESA HERRAN, STACY NEWCOMER, MEGAN ESCAMILLA, CARLA LORENZ, MARY SANTOS, DESIRAE VALENTIN, LAURA MACHALA, DIVYA GANDHI, VICTOR XIE, DAVID DEROSA, KARA JOHNSON or as otherwise identified in the Task Order.

9. Standard of Care; License. Consultant represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Agreement to fully and adequately complete the Project. Consultant shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents and warrants to the Commission that its employees and subcontractors 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. Consultant shall perform, at its own cost and expense and without reimbursement from the Commission, 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, and shall be fully responsible to the Commission and SBCTA for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions. Any employee of Consultant or its sub-consultants who is determined by the Commission 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 the Commission, 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.

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10. 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. Commission retains Consultant on an independent contractor basis and not as an employee, agent or representative of the Commission. 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 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 and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, disability insurance, and workers' compensation insurance. Consultant hereby indemnifies and holds the Commission and SBCTA harmless, pursuant to the indemnification provisions contained in this

Agreement, from any and all claims that may be made against the Commission based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

11. Project Progress.

11.1 Modification of the Schedule. Consultant shall regularly report to the Commission, through correspondence or progress reports, its progress in providing required Services within the scheduled time periods. Commission shall be promptly informed of all anticipated delays. In the event that Consultant determines that a schedule modification is necessary, Consultant shall promptly submit a revised Schedule of Services for approval by Commission's Contract Administrator.

11.2 Trend Meetings. Consultant shall conduct trend meetings with the Commission's Contract Administrator and other interested parties, as requested by the Commission, and as may be mutually scheduled by the Parties. These trend meetings will encompass focused and informal discussions concerning scope, schedule, and current progress of Services, relevant cost issues, and future Project objectives.

11.3 Progress Reports. As part of its monthly invoice, Consultant shall submit a progress report, in a form determined by the Commission, which will indicate the progress achieved during the previous month in relation to the Schedule of Services. Submission of such progress report by Consultant shall be a condition precedent to receipt of payment from the Commission for each monthly invoice submitted.

12. Delay in Performance.

12.1 Excusable Delays. Should Consultant be delayed or prevented from the timely performance of any act or Services required by the terms of the Agreement by reason of acts of God or of the public enemy, acts or omissions of the Commission or other governmental agencies in either their sovereign or contractual capacities, fires, floods, pandemics, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, performance of such act shall be excused for the period of such delay.

12.2 Written Notice. If Consultant believes it is entitled to an extension of time due to conditions set forth in subsection 12.1, Consultant shall provide written notice to the Commission within seven (7) working days from the time Consultant knows, or reasonably should have known, that performance of the Services will be delayed due to such conditions. Failure of Consultant to provide such timely notice shall constitute a waiver by Consultant of any right to an excusable delay in time of performance.

12.3 Mutual Agreement. Performance of any Services under this Agreement may be delayed upon mutual agreement of the Parties. Upon such agreement, Consultant's Schedule of Services shall be extended as necessary by the Commission. Consultant shall take all reasonable steps to minimize delay in completion, and additional costs, resulting from any such extension.

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13. Preliminary Review of Work. All reports, working papers, and similar work products prepared for submission in the course of providing Services under this Agreement shall be submitted to the Commission's Contract Administrator in draft form, and the Commission may require revisions of such drafts prior to formal submission and approval. In the event that Commission's Contract Administrator, in his or her sole discretion, determines the formally submitted work product to be not in accordance with the standard of care established under this Agreement, Commission's Contract Administrator may require Consultant to revise and resubmit the work at no cost to the Commission.

14. Appearance at Public Meetings. If requested by the Commission, Consultant shall render assistance at public meetings related to the Project or necessary to the performance of the Services.

15. Opportunity to Cure; Inspection of Work. Commission may provide Consultant an opportunity to cure, at Consultant's expense, all errors and omissions which may be disclosed during Project implementation. Should Consultant fail to make such correction in a timely manner, such correction may be made by the Commission, and the cost thereof charged to Consultant. Consultant shall allow the Commission's Contract Administrator and Caltrans to inspect or review Consultant's work in progress at any reasonable time.

16. Copyrights in Connection with Federal Funding. In the event copyrights are permitted under this Agreement, then in connection with Federal funding, it is hereby acknowledged and agreed that the United States Department of Transportation shall have the royalty-free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.

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

18. Fees and Payment.

18.1 The method of payment for this Agreement will be based specific rates of compensation. Consultant will be reimbursed for hours worked at the hourly rates specified in the Consultant's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer

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payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this Agreement.

18.2 In addition, Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.

18.3 Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in Consultant's approved Cost Proposal.

18.4 Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. Consultant will be responsible for transportation and subsistence costs in excess of State rates.

18.5 When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

18.6 Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred. No payment will be made prior to approval or for any work performed prior to approval of this Agreement, or prior to issuance of a Task Order.

18.7 Consultant will be reimbursed within thirty (30) days upon approval by Commission's Contract Administrator of itemized invoices submitted by Consultant. Separate invoices itemizing all costs are required for all work performed under each Task Order. Commission's Contract Administrator shall notify Consultant of any disputed items contained in an invoice, and payment for such items shall be withheld pending resolution of the Commission's concerns.

18.8 Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which Consultant is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number, project title and Task Order number.

Invoices shall be mailed to Commission's Contract Administrator at the following address:

Riverside County Transportation Commission
Attention: Accounts Payable
P.O. 12008
Riverside, CA 92502

18.9 The total amount payable by Commission for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by

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amendment. If Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

18.10 Commission has or will enter into seven (7) task order contracts for performance of the Scope of Services identified in Exhibit "A", including this Agreement ("On-Call TDM Contracts"). The other On-Call TDM Contracts are Agreement 26-41-056-00 (Alta Planning + Design), Agreement 26-41-057-00 (HNTB Corporation), Agreement 26-41-058-00 (ICF Consulting), Agreement 26-41-059-00 (Media Beef), Agreement 26-41-060-00 (Nelson\Nygaard Consulting Associates), and Agreement 26-41-061-00 (Steer Davies & Gleave). The total amount payable by Commission for the On-Call TDM Contracts shall not exceed a cumulative maximum total value of **Seven Million Dollars ($7,000,000) ("NTE Sum")**. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under the On-Call TDM Contracts through Task Orders. Each time a Task Order is awarded under any of the On-Call TDM Contracts, Commission must send written notification to Consultant and each of the other consultants entering into the On-Call TDM Contracts. The notice must identify the total funds allocated under issued Task Orders, and the remaining unencumbered amount of the NTE Sum. Consultant acknowledges and agrees that Commission must not pay any amount under this Agreement that would exceed the NTE Sum, and Consultant must not enter into a Task Order that exceeds the NTE Sum.

18.11 All subcontracts in excess of $25,000 shall contain the above provisions.

19. Disputes.

19.1 Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by mutual agreement of the Parties shall be decided by a committee consisting of RCTC's Contract Administrator and the Director of Capital Projects, who may consider written or verbal information submitted by Consultant.

19.2 Not later than 30 days after completion of all Services under this Agreement, Consultant may request review by the Commission's Executive Director of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

19.3 Neither the pendency of a dispute, nor its consideration by the committee will excuse Consultant from full and timely performance in accordance with the terms of this Agreement.

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20. Termination; Suspension.

20.1 Commission reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to Consultant, for any or no reason, with the reasons for termination stated in the notice. Commission may terminate Services under a Task Order, at any time, for any or no reason, with the effective date of termination to be specified in the notice of termination of Task Order.

20.2 Commission may terminate this Agreement with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, Commission may proceed with the Services in any manner deemed proper by Commission. If Commission terminates this Agreement with Consultant, Commission shall pay Consultant the sum due to Consultant under this Agreement for Services completed and accepted prior to termination, unless the cost of completion to Commission exceeds the funds remaining in the Agreement. In such case, the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.

20.3 In addition to the above, payment upon termination shall include a prorated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed Services. Consultant shall provide documentation deemed adequate by Commission's Contract Administrator to show the Services actually completed by Consultant prior to the effective date of termination. This Agreement shall terminate on the effective date of the Notice of Termination

20.4 Upon receipt of the written Notice of Termination, Consultant shall discontinue all affected Services as directed in the Notice or as otherwise provided herein, and deliver to the Commission all Documents and Data, as defined in this Agreement, as may have been prepared or accumulated by Consultant in performance of the Services, whether completed or in progress.

20.5 In addition to the above, Consultant shall be liable to the Commission for any reasonable additional costs incurred by the Commission to revise work for which the Commission has compensated Consultant under this Agreement, but which the Commission has determined in its sole discretion needs to be revised, in part or whole, to complete the Project because it did not meet the standard of care established in this Agreement. Termination of this Agreement for cause may be considered by the Commission in determining whether to enter into future agreements with Consultant.

20.6 The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

20.7 Consultant, in executing this Agreement, shall be deemed to have waived any and all claims for damages which may otherwise arise from the Commission's termination of this Agreement, for convenience or cause, as provided in this Section.

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20.8 Consultant may not terminate this Agreement except for cause.

21.9 In addition to the termination rights above, Commission may temporarily suspend this Agreement or Services under any Task Order, at no additional cost to Commission, provided that Consultant is given written notice of temporary suspension. If Commission gives such notice of temporary suspension, Consultant shall immediately suspend its activities under the relevant Task Order(s). A temporary suspension may be issued concurrent with a notice of termination.

21. Cost Principles and Administrative Requirements.

21.1 Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

21.2 Consultant also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

21.3 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to Commission.

21.4 All subcontracts in excess of $25,000 shall contain the above provisions.

22. Retention of Records/Audit. For the purpose of determining compliance with, as applicable, 2 CFR Part 200, Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this Agreement pursuant to Government Code 8546.7; Consultant, subconsultants, and Commission shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under this Agreement. The State, State Auditor, Commission, or any duly authorized representative of the State or Federal Government shall have access to any books, records, and documents of Consultant and it's certified public accountants (CPA) work papers that are pertinent to this Agreement and, if applicable, indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of $25,000 shall contain this provision.

22.1 Accounting System. Consultant and its subcontractors shall establish and maintain an accounting system and records that properly accumulate and

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segregate expenditures by line item for the Services. The accounting system of Consultant and its subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

23. Audit Review Procedures.

23.1 Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by Commission's Chief Financial Officer.

23.2 Not later than 30 days after issuance of the final audit report, Consultant may request a review by Commission's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

23.3 Neither the pendency of a dispute nor its consideration by Commission shall excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.

24. Subcontracting.

24.1 Nothing contained in this Agreement or otherwise, shall create any contractual relation between Commission and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to Commission and SBCTA for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from Commission's obligation to make payments to the Consultant.

24.2 Consultant shall perform the Services contemplated with resources available within its own organization and no portion of the Services pertinent to this Agreement shall be subcontracted without written authorization by Commission's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

24.3 Consultant shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to Consultant by Commission.

24.4 Any subcontract in excess of $25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.

24.5 Any substitution of subconsultant(s) must be approved in writing by Commission's Contract Administrator prior to the start of work by the subconsultant(s).

24.6 Exhibit "B" may set forth the rates at which each subconsultant shall bill the Consultant for Services and that are subject to reimbursement by the Commission

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to Consultant. Additional Direct Costs, as defined in Exhibit "B" shall be the same for both the Consultant and all subconsultants, unless otherwise identified in Exhibit "B" or in a Task Order. The subconsultant rate schedules and cost proposals contained herein are for accounting purposes only.

25. Equipment Purchase

25.1 Prior authorization, in writing, by Commission's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract for supplies, equipment, or services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

25.2 For purchase of any item, service or consulting work not covered in the Cost Proposal and exceeding $5,000 prior authorization, in writing, by Commission's Contract Administrator is required. Three competitive quotations must be submitted with the request for such purchase, or the absence of bidding must be adequately justified.

25.3 Any equipment purchased as a result of this Agreement is subject to the following: Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, Commission shall receive a proper refund or credit at the conclusion of this Agreement, or if this Agreement is terminated, Consultant may either keep the equipment and credit Commission in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established Commission procedures; and credit Commission in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by Commission and Consultant. If Consultant determines to sell the equipment, the terms and conditions of such sale must be approved in advance by Commission. 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the Project.

25.4 All subcontracts in excess $25,000 shall contain the above provisions.

26. Labor Code Requirements.

26.1 Prevailing Wages.

(a) If applicable, Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the Services.

(b) When prevailing wages apply to the Services described in the Scope of Services, transportation and subsistence costs shall be reimbursed at the

DRAFT

minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

(c) Copies of the prevailing rate of per diem wages in effect at commencement of this Agreement are on file at the Commission's offices. 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 shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Commission, SBCTA and their elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

26.2 DIR Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

26.3 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Consultant or the Services are not subject to the Eight-Hour Law. Consultant shall forfeit to Commission as a penalty, $50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

26.4 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade

DRAFT

shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Consultant

27. Ownership of Materials/Confidentiality.

27.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission and SBCTA to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data 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 subcontractors to agree in writing that Commission and SBCTA are granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such 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 the Commission or SBCTA.

Commission and SBCTA 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 Commission's and SBCTA's sole risk.

27.2 Intellectual Property. In addition, Commission and SBCTA 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.

The Commission and SBCTA shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or

DRAFT

not paid for wholly or in part by Commission, 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 Commission.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors 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 Commission.

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.

Commission 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.

27.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Commission, 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 Commission's or SBCTA'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 Commission.

27.4 Infringement Indemnification. Consultant shall defend, indemnify and hold the Commission, SBCTA, their 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 Commission or SBCTA of the Documents & Data, including any method, process, product, or concept specified or depicted.

DRAFT

28. Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold Commission, SBCTA and their directors, officials, officers, employees, consultants, 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, inverse condemnation, and any claims related to property acquisition and relocation rules or failure to detect or abate hazardous materials, which are brought by a third party, and which , in any manner arise out of or are incident to alleged negligent 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 consequential damages, expert witness fees, 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 Commission, SBCTA, and their directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission, SBCTA or their directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, SBCTA and their directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's 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 Commission, SBCTA or their directors, officials officers, employees, consultants, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

29. Insurance.

29.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this Section, in a form and with insurance companies acceptable to the Commission. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this Section.

29.2 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

DRAFT

performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors 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. Limits may be achieved by any combination of primary and excess or umbrella liability insurance; (2) *Automobile Liability:* $2,000,000 per accident for bodily injury and property damage. Limits may be achieved by any combination of primary and excess or umbrella liability insurance; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of $1,000,000 per accident.

29.3 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 Project, errors and omissions liability insurance appropriate to their profession. For Consultant, 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. Subconsultants of Consultant shall obtain such insurance in an amount not less than $1,000,000 per claim. Notwithstanding the foregoing, the Commission may consider written requests to lower or dispense with the errors and omissions liability insurance requirement contained in this Section for certain subconsultants of Consultant, on a case-by-case basis, depending on the nature and scope of the Services to be provided by the subconsultant. Approval of such request shall be in writing, signed by the Commission's Contract Administrator.

29.4 Network and Privacy Insurance. Consultant shall procure and maintain Network and Privacy (Errors and Omissions) insurance in an amount of not less than $1,000,000 per claim and $1,000,000 in the annual aggregate, protecting

DRAFT

Commission and SBCTA from the following exposures relating to performance under this Agreement:

(a) the theft, dissemination and/or unauthorized disclosure or use of confidential information and personally identifiable information (not to be limited bank information, social security numbers, health information, credit card account information, and confidential corporate information). Such insurance shall also include coverage for credit monitoring, notification expenses and other related costs associated with mitigating a data security or privacy breach; and

(b) the introduction of a computer virus into, or otherwise causing damage to, a computer, computer system, network or similar computer-related property and the data, software, and programs used herein.

If such insurance is maintained on an occurrence basis, Consultant shall maintain such insurance for an additional period of one year following the end of the term of this Agreement. If such insurance is maintained on a claims-made basis, Consultant shall maintain such insurance for an additional period of three years following the end of the term of this Agreement.

29.5 Aircraft Liability Insurance. Prior to conducting any Services requiring use of aircraft (including drones), Consultant shall procure and maintain, or cause to be procured and maintained, aircraft liability insurance or equivalent form, with a single limit as shall be required by the Commission. Such insurance shall include coverage for owned, hired and non-owned aircraft and passengers, and shall name, or be endorsed to name, the Commission, SBCTA and their directors, officials, officers, employees and agents as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant.

29.6 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the Commission 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 this Agreement.

DRAFT

(iii) The policy shall give the Commission, SBCTA and their directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from the Commission's, or SBCTA'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. The automobile liability policy shall be endorsed to state that: (1) the Commission, SBCTA and their directors, officials, officers, employees and agents 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 the Commission, SBCTA and their directors, officials, officers, employees and agents, 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 the Commission, SBCTA and their directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(c) Workers' Compensation and Employers Liability Coverage.

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

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

(d) All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

(ii) 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 the Commission, SBCTA and their directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits

DRAFT

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.

(iii) 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 the Commission. 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).

(iv) Consultant shall provide the Commission 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 the Commission at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Except as otherwise specified in 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.

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Commission, 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.

(vii) 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, Commission has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Commission will be promptly reimbursed by Consultant or Commission will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Commission may cancel this Agreement. The Commission may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(viii) Neither the Commission, SBCTA nor any of their directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

DRAFT

(ix) All insurance required by this Agreement shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Commission, SBCTA, their directors, officials, officers, employees and agents. All policies shall waive any right of subrogation of the insurer against the Commission, SBCTA, their directors, officials, officers, employees and agents, or any other additional insureds, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Commission, SBCTA, their directors, officials, officers, employees, and agents, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

29.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. If the Commission does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of the Commission, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Commission, SBCTA, their directors, officials, officers, employees and agents; or, (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expense.

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

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

29.10 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Commission that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Commission as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

29.11 Other Insurance. At its option, the Commission may require such additional coverage(s), limits and/or the reduction of deductibles or retentions it considers reasonable and prudent based upon risk factors that may directly or indirectly impact the Project. In retaining this option Commission does not warrant Consultant's

DRAFT

insurance program to be adequate. Consultant shall have the right to purchase insurance in addition to the insurance required in this Section.

30. 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 subcontractors, 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.

31. Additional Work. Any work or activities that are in addition to, or otherwise outside of, the Services to be performed pursuant to this Agreement shall only be performed pursuant to a separate agreement between the parties. Notwithstanding the foregoing, the Commission's Executive Director may make a change to the Agreement, other than a Cardinal Change. For purposes of this Agreement, a Cardinal Change is a change which is "outside the scope" of the Agreement; in other words, work which should not be regarded as having been fairly and reasonably within the contemplation of the parties when the Agreement was entered into. An example of a change which is not a Cardinal Change would be where, in a contract to construct a building there are many changes in the materials used, but the size and layout of the building remains the same. Cardinal Changes are not within the authority of this provision to order, and shall be processed by the Commission as "sole source" procurements according to applicable law, including the requirements of FTA Circular 4220.1D, paragraph 9(f).

(a) In addition to the changes authorized above, a modification which is signed by Consultant and the Commission's Executive Director, other than a Cardinal Change, may be made in order to: (1) make a negotiated equitable adjustment to the Agreement price, delivery schedule and other terms resulting from the issuance of a Change Order, (2) reflect definitive letter contracts, and (3) reflect other agreements of the parties modifying the terms of this Agreement ("Bilateral Contract Modification").

(b) Consultant shall not perform, nor be compensated for any change, without written authorization from the Commission's Executive Director as set forth herein. In the event such a change authorization is not issued and signed by the Commission's Executive Director, Consultant shall not provide such change.

32. Prohibited Interests.

DRAFT

32.1 Solicitation. 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, the Commission shall have the right to rescind this Agreement without liability.

32.2 Consultant Conflict of Interest.

(a) Consultant shall disclose any financial, business, or other relationship with Commission that may have an impact upon the outcome of this Agreement. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

(b) Any subcontract in excess of $25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

32.3 Commission Conflict of Interest. For the term of this Agreement, no member, officer or employee of the Commission, during the term of his or her service with the Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

32.4 Conflict of Employment. Employment by the Consultant of personnel currently on the payroll of the Commission shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Consultant of personnel who have been on the Commission payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon the Consultant securing this or related Agreements with the Commission, is prohibited.

32.5 Covenant Against Contingent Fees. As required in connection with federal funding, the Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the Commission shall have the right to terminate this Agreement without liability pursuant to the terms herein, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

DRAFT

32.6 Rebates, Kickbacks or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any Commission employee. For breach or violation of this warranty, Commission shall have the right in its discretion; to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

32.7 Covenant Against Expenditure of Commission, State or Federal Funds for Lobbying. The Consultant certifies that to the best of his/ her knowledge and belief no state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of the Consultant to any person for the purpose of influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the award of any state or federal contract, grant, loan, or cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

(a) If any funds other than federal appropriated funds have been paid, or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this Agreement, the Consultant shall complete and submit the attached Exhibit "F", Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with the attached instructions.

(b) The Consultant's certification provided in this Section is a material representation of fact upon which reliance was placed when this Agreement was entered into, and is a prerequisite for entering into this Agreement pursuant to Section 1352, Title 31, US. Code. Failure to comply with the restrictions on expenditures, or the disclosure and certification requirements set forth in Section 1352, Title 31, US. Code may result in a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(c) The Consultant also agrees by signing this Agreement that he/she shall require that the language set forth in this Section be included in all Consultant subcontracts which exceed $100,000, and that all such subcontractors shall certify and disclose accordingly.

32.8 Employment Adverse to the Commission. Consultant shall notify the Commission, and shall obtain the Commission’s written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against the Commission during the term of this Agreement.

33. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee

DRAFT

or applicant for employment because of race, religion, color, national origin, 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.

34. Right to Employ Other Consultants. Commission and SBCTA reserve the right to employ other consultants in connection with the Project.

35. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California. Venue shall be in Riverside County.

36. Disputes; Attorneys' Fees.

36.1 Prior to commencing any action hereunder, the Parties shall attempt in good faith to resolve any dispute arising between them. The pendency of a dispute shall not excuse Consultant from full and timely performance of the Services.

36.2. If the Parties are unable to resolve a dispute after attempting in good faith to do so, the Parties may seek any other available remedy to resolve the dispute. 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 attorneys' fees and, all other costs of such actions.

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

38. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

39. 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:
AECOM Technical Services
1 Federal Street, 8th Floor
Boston, MA 02110
_____
Attn: Jill Cahoon

COMMISSION:
Riverside County
Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Attn: 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.

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40. Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services. Notwithstanding the foregoing, if any provision of this Agreement conflicts in any way with a state or federal requirement, as directed by the Commission (i) the state or federal requirement shall govern; or (ii) the more stringent requirement shall apply.

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

42. Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements or understandings.

43. 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.

44. Provisions Applicable When State Funds or Federal Funds Are Involved. When funding for the Services under a Task Order is provided, in whole or in part, from the FHWA, or from state funds through Caltrans, Consultant shall also fully and adequately comply with the applicable provisions included in Exhibit "C" (FHWA/Caltrans Requirements) attached hereto and incorporated herein by reference. When funding for the Services under a Task Order is provided, in whole or in part, from the FTA, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (FTA Requirements) attached hereto and incorporated herein by reference.

45. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, shall survive any such expiration or termination.

46. No Third Party Beneficiaries. SBCTA is an intended third party beneficiary of any right or benefit granted to SBCTA under this Agreement. Except as set forth in the foregoing sentence, there are no other intended third party beneficiaries of any right or obligation assumed by the Parties.

47. Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require 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.

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

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49. Subpoenas or Court Orders. Should Consultant receive a subpoena or court order related to this Agreement, the Services or the Project, Consultant shall immediately provide written notice of the subpoena or court order to the Commission. Consultant shall not respond to any such subpoena or court order until notice to the Commission is provided as required herein, and shall cooperate with the Commission in responding to the subpoena or court order.

50. 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 the Commission. 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.

51. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of Commission.

52. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

53. No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

55. Electronically Transmitted Signatures; Electronic Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

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[Signatures on following page]

SIGNATURE PAGE
TO
PROFESSIONAL SERVICES AGREEMENT
WITH STATE AND FHWA FUNDING/ASSISTANCE

ON CALL TRANSPORTATION DEMAND MANAGEMENT SERVICES

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	**CONSULTANT AECOM TECHNICAL SERVICES**
By:_____ Aaron Hake, Executive Director	By: _____ Signature
	_____ Name
Approved as to Form:	_____ Title
By:_____ Best, Best & Krieger LLP General Counsel	**ATTEST:**
	By: _____
	Its: _____

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* 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 RCTC.

EXHIBIT "A" - SCOPE OF SERVICES

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APPENDIX A

Statement of Services

On-Call Transportation Demand Management Services

The Riverside County Transportation Commission (RCTC) seeks to identify and select a bench of qualified consultants that demonstrate the experience, knowledge, and capacity to provide planning, design, evaluation, implementation, marketing, communications, and outreach services in support of Transportation Demand Management (TDM) strategies. Successful consultants will provide innovative and cost-effective solutions that reduce single-occupancy vehicle trips, manage travel demand, and improve mobility for Riverside and San Bernardino County residents, as well as for the regional employers that Inland Empire residents commute to. The selected consultants shall provide services on an on-call basis to support a wide variety of TDM projects, programs, and initiatives.

RCTC, in partnership with the San Bernardino County Transportation Authority (SBCTA), administers the IE Commuter program, which serves as the region's flagship TDM program. Consultants may be called upon to support special projects or projects identified through a Strategic TDM Study to be conducted in 2026, which will provide a blueprint for future program direction. Consultants may also support IE Commuter operations and related activities, including development of a transit training program, expansion of services and outreach to discretionary trip markets, targeted outreach efforts; and preparation for regional travel demands associated with events such as the 2028 Olympic Games.

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Requirements and Contract Information

As an on-call consultant for the Commission, the consultant shall respond within 72 hours to Task Order requests for projects, programs, or services. The response shall include a summary work plan, labor fees, and direct costs for the requested Task Order. Commission staff will review Task Order responses and select the consultant who best meets the requirements of the Task Order. The Commission is not bound to execute a Task Order and reserves the right to negotiate fees with the consultant.

The Commission intends to award an agreement to a bench of eight consultants and strongly encourages firms to seek the services of subcontractors that can help deliver specialized skillsets, such as analysis, technical services, and public engagement. If two or more firms, persons, or entities wish to submit one proposal in response to this RFP, they should do so on a prime/subconsultant basis rather than as a joint venture.

The proposed initial term of the agreement shall be three years with one two-year option term to extend the agreement up to five years. Option terms will be executed at RCTC's sole discretion.

The consultant shall comply with all relevant disclosure requirements and maintain the highest ethical standards both publicly and privately, including the avoidance of conflicts of interest. Participation of small, disadvantaged, and DBE-certified businesses is encouraged.

Scope of Work

The successful firms are expected to support the Commission's TDM efforts in the following areas:

Module 1: Data Collection & Analysis

- Conduct GIS analysis, commuter/employer surveys, ridership counts, and park & ride utilization studies.
- Develop models, dashboards, and analysis tools to support TDM decision-making.
- Integrate real-time data sources and performance tracking for continuous monitoring.

Module 2: Program Evaluation, Optimization, & Innovation

- Develop recommendations for enhancing commuter and employer support.
- Identify and implement opportunities to streamline service delivery.
- Apply behavior change tactics across personnel, communications, and technology touchpoints.
- Pilot and test innovative approaches with scalability assessments.
- Conduct cost-effectiveness analyses of TDM strategies.

Module 3: Employer & Community Engagement

- Design and implement outreach campaigns for various trip markets.
- Develop customized commuter benefit programs and telework policies.
- Facilitate development of new employer programs or services to maximize participation.
- Streamline approaches to new carpool/vanpool formations at worksites.
- Build peer-to-peer employer networks and partnerships with community-based organizations.
- Apply an equity lens to ensure outreach includes disadvantaged and underserved communities.

Module 4: Marketing & Communications

- Develop branding, messaging, outreach materials, and digital campaigns.

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- Produce stakeholder communications, presentations, and toolkits.
- Manage social media strategies, analytics, and digital engagement campaigns.
- Develop multilingual materials (English, Spanish, and other prevalent community languages).

Module 5: TDM Grant Funding Support

- Identify funding opportunities at local, state, and federal levels.
- Prepare grant applications, including technical content, budgets, and performance measures.
- Provide grant administration support, including compliance tracking and reporting.

Module 6: New Program Development

- Develop new mobility programs from concept through launch and transition to a program administrator consultant.
- Estimate ongoing operational resources and funding needs.
- Pilot test programs and assess scalability.
- Develop standard operating procedures and performance metrics frameworks at launch.

Module 7: Mobility Hubs and Park & Rides

- Develop innovative approaches to multimodal mobility hubs.
- Conduct first/last mile access studies, including bike/pedestrian and micromobility integration.
- Evaluate park & ride utilization and technology integration (real-time availability, payment apps).
- Administer park & ride lease program.

Module 8: Policy Development

- Assist in drafting ordinances and policies supporting TDM goals.
- Design incentive programs and commuter benefit strategies.
- Align local programs with state and federal policy requirements (e.g., CARB, SCAG, Caltrans).
- Develop monitoring and evaluation frameworks.

Module 9: Technology Scoping & Integration

- Develop technical scopes of work for TDM platforms and systems.
- Evaluate and integrate ridematching software, websites, mobile applications, and payment platforms.
- Ensure interoperability with regional systems (e.g., IE Commuter, Metrolink, MaaS applications).
- Support implementation of new enhancements while ensuring cybersecurity and data

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privacy compliance.

Deliverables

- Written reports, strategic plans, policy memos, or technical white papers.
- Coordination with program stakeholders, employers, and community partners.
- Planning, coordination, and delivery of employer or community events, with event summaries and participation reports.
- Technical specifications, technology roadmaps, and scoping documents for TDM systems/platforms.
- Data sets, dashboards, models, and analysis tools with accompanying metadata and governance guidelines.
- Outreach materials, presentations, videos, toolkits, creative assets, and multilingual campaign products.
- Training materials and workshop curricula for employers, community leaders, and transit users.
- Pilot project designs, implementation playbooks, and evaluation reports.
- Completed grant applications, funding strategies, and compliance reporting packages.
- Performance dashboards, quarterly/annual evaluation reports, and equity impact assessments.
- Standard operating procedures to support program implementation and long-term sustainability.
- Special event mobility management plans (e.g., Olympics, regional events).
- Draft and final versions of all work products.

Expectations of Selected Firms

The selected consultants shall be prepared to respond to various Task Order requests as they arise. Throughout the term of the contract, the consultant will provide services at the request of the Commission's staff and perform services only as agreed upon in each assigned Task Order. However, initiating new ideas and proposing suggestions is strongly recommended and encouraged to achieve the goals and objectives of the Commission.

The consultant may need to coordinate with engineering consultants, local jurisdictions, SBCTA, and other regulatory agencies to gather information necessary for the planning, design, and evaluation of TDM strategies. The consultant may also need to coordinate with other consultants already under contract to the Commission for services including but not limited to website development, strategic communications, and transportation modeling.

The consultant shall comply with all relevant disclosure requirements and maintain the highest ethical standards both publicly and privately, including the avoidance of conflicts of interest.

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Table 1: Potential* Projects, Programs, and Initiatives

- **Transit Trainer Program – Worksite Travel Training**
  Develop a worksite-based program to convert existing riders into volunteer transit trainers who guide new riders (colleagues at their own or adjacent worksites) in person through one or more transit trips until they can ride independently.
- **Transit Trainer Program – Discretionary/Leisure Travel Training**
  Provide training and support for individuals to use transit for non-work trips, such as shopping, recreation, and personal errands.
- **New Survey Incentive Development (RidesharePlus 2.0)**
  Develop a new survey incentive program to collect supplemental transportation behavior data beyond traditional AVR surveys or IE Commuter incentive participation. The program would offer incentives for commuters, regardless of mode status, to share insights on motivations and evolving trends influencing mode-shift decisions.
- **Virtual Park & Ride Concept**
  Explore concept of leveraging secure, underutilized commercial or municipal parking to create discrete carpool/vanpool spaces instead of large lots that can attract theft, with users locating and reserving spaces through a mobile app.
- **RCTC VanClub Funding & Administration Exploration**
  Assess opportunities for RCTC to secure funding (e.g., STA and/or 5307) through VanClub. Evaluate potential revenue generation, required administrative capacity, and cost-benefit tradeoffs.
- **High-Density Living / Community Engagement**
  Develop outreach and engagement strategies in high-density residential areas to increase awareness and adoption of transit, rideshare, and other sustainable mobility options.
- **Commercial Park Engagement**
  Efficiently engage commercial park employers to participate in IE Commuter programs, increasing ridematching potential and improving coordinated commuter options within concentrated employment centers.
- **Guaranteed Ride to Work Program**
  Explore options to provide guaranteed rides for disadvantaged communities, reducing transportation barriers to employment while promoting mode shift away from single-occupancy vehicles (SOV).

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EXHIBIT "B"- COMPENSATION AND PAYMENT (COST PROPOSAL)

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EXHIBIT "B"

COMPENSATION SUMMARY[1]

FIRM	PROJECT TASKS/ROLE	COST
Prime Consultant:		
AECOM	TDM Services	$ 6,650,000.00
SUBTOTAL		**6,650,000.00**
OTHER DIRECT COSTS		**350,000.00**
TOTAL COSTS		**$ 7,000,000.00**

[1] Commission authorization pertains to total contract award amount. Compensation adjustments between consultants may occur; however, the maximum total compensation authorized may not be exceeded.

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EXHIBIT "C" FHWA/CALTRANS REQUIREMENTS

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FEDERAL DEPARTMENT OF TRANSPORTATION
FHWA AND CALTRANS REQUIREMENTS

1. FHWA Title VI Assurances.

A. Compliance with Regulations: Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

B. Nondiscrimination: Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information.

E. Sanctions for Noncompliance: In the event of Consultant's noncompliance with the nondiscrimination provisions of this agreement, the Commission shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: i. withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or ii. cancellation, termination or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: Consultant shall include the provisions of paragraphs (A) through (F) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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Consultant shall take such action with respect to any sub-agreement or procurement as the Commission or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request Commission enter into such litigation to protect the interests of the State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

2. ADDITIONAL NONDISCRIMINATION REQUIREMENTS

During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to: Pertinent Non-Discrimination Authorities:

• Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
• The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
• Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
• Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
• The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
• Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
• The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
• Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
• The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
• Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

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• Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
• Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

3. DISCRIMINATION

The Commission shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the implementation of the Caltrans DBE program or the requirements of 49 CFR Part 26. The Commission shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, of sex in the performance of this Agreement. Consultant or subcontractor shall carry out applicable requirements of 49 CFR Part 26 and the Caltrans DBE program in the award and administration of DOT-assisted contracts, as further set forth below. Failure by the Consultant or subcontractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the Commission deems appropriate.

4. PROMPT PAYMENT

A. Consultant agrees to pay each subconsultant under this Agreement for satisfactory performance of its contract no later than 15 days from the receipt of each payment the Consultant receives from the Commission. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Commission. This clause applies to both DBE and non-DBE subcontractors.

B. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Consultant to a subconsultant, Consultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the Consultant to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made. In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

C. The above provisions apply to Consultant's subconsultants who retain subconsultants.

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D. PROMPT PAYMENT CERTIFICATION. The Consultant shall submit Caltrans Exhibit 9-P (available at https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms and incorporated herein by reference) to the Commission by the 15th of the month following the month of any payment(s). If the Consultant does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Caltrans Exhibit 9-P. The submitted forms shall be reviewed by the Commission and submitted to Caltrans.

5. RELEASE OF RETAINAGE

No retainage will be held by the Commission from progress payments due to Consultant. Consultant and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the Commission's prior written approval. Any violation of these provisions shall subject the violating Consultant or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

6. LEGAL REMEDIES

In addition to those contract remedies set forth under relevant provisions of California law, either Party to this Agreement may, where applicable, seek legal redress for violations of this Agreement pursuant to the relevant provisions of 49 C.F.R. Parts 23 and 26, to the relevant federal or state statutory provisions governing civil rights violations, and to the relevant federal and state provisions governing false claims or "whistleblower" actions, as well as any and all other applicable federal and state provisions of law.

The Consultant shall include a provision to this effect in each of its agreements with its subcontractors.

7. DBE PARTICIPATION

NOT USED. THERE IS NO DBE GOAL FOR THIS AGREEMENT. THERE ARE NO DBE REPORTING OR MONITORING REQUIREMENTS FOR THIS AGREEMENT.

8. CONTRACT ASSURANCE; REMEDIES

A. Contract Assurance. Under 49 CFR 26.13(b):
Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Consultant shall carry out applicable

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requirements of 49 CFR 26 in the award and administration of federal-aid contracts, as the same were amended by the DOT DBE Interim Final Rule.

B. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Commission appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying Consultant from future proposing as non-responsible

9. DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

In accordance with 49 CFR Part 29, which by this reference is incorporated herein, Consultant's subconsultants completed and submitted the Certificate of subconsultant Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion as part of the Consultant's proposal. If it is later determined that Consultant's subconsultants knowingly rendered an erroneous Certificate, the Commission may, among other remedies, terminate this Agreement.

10. ENVIRONMENTAL COMPLIANCE

A. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000).

B. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

C. Energy Policy and Conservation Act (Pub. L. 94—163, 89 Stat. 871.) — Consultant shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871), which are incorporated by reference in this Contract. (10 CFR 600.236(i)(13).)

11. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, and by signing this Agreement, Consultant certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with

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an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

12. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

Consultant shall not obligate or expend any funds to be reimbursed under this Agreement to:

• Procure or obtain;
• Extend or renew a contract to procure or obtain; or
• Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The prohibited vendors (and their subsidiaries or affiliates) are:
• Huawei Technologies Company;
• ZTE Corporation;
• Hytera Communications Corporation;
• Hangzhou Hikvision Digital Technology Company;
• Dahua Technology Company; and
• Subsidiaries or affiliates of the above-mentioned companies.
and customers is sustained.

13. COVERED UNMANNED AIRCRAFT SYSTEMS

To the extent applicable, the Consultant shall comply with the requirements of the American Security Drone Act, Pub. L. No. 118-31, §§ 1821-32 (2023), including the prohibition on use of Federal funds for procurements and operation of covered unmanned aircraft systems from covered entities. Consultant shall ensure that any unmanned aircraft systems, including drones, purchased and/or used to complete the work under the Agreement are not manufactured or assembled by an American Security Drone Act-covered foreign entity. A list of covered foreign entities is maintained by the Federal Acquisition Security Council (FASC) and published in the System for Award Management (SAM). The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FHWA.

ADDITIONAL FEDERAL REQUIREMENTS

Additional federal requirements including, but not limited to, cost principles, accounting and auditing requirements are included in the model Agreement.

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EXHIBIT "D" FTA REQUIREMENTS

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FTA FUNDING REQUIREMENTS

As used herein, "RCTC" shall have the same meaning as the "Commission." The term "contract" or "Contract" shall have the same meaning as the "Agreement." The term "Consultant" shall have the same meaning as "Contractor" as used in the Agreement.

1. No Obligation by the Federal Government

a. RCTC and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b. The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statements or Related Acts

a. The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

b. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l)(1) on the Consultant, to the extent the Federal Government deems appropriate.

c. The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

3. Access to Records

The Consultant agrees to the following access to records requirements:

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a. To provide RCTC, SBCTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Consultant also agrees, pursuant to 49 C. F. R. 633.15 to provide the FTA Administrator or his authorized representatives including any PMO Consultant access to Consultant's records and construction sites pertaining to a major capital project, defined at 49 C.F.R. 633.5, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

b. To make available in the case of a contract for a capital project or improvement, as defined above and awarded by other than competitive bidding in accordance with 49 U.S.C. 5325(a), records related to the contract to RCTC, SBCTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

c. To maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Consultant agrees to maintain same until RCTC, SBCTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

d. To permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

e. To require all subconsultants to comply with this provision.

4. Federal Changes

The Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between RCTC and FTA, or SBCTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

5. Civil Rights

The following requirements apply to the underlying contract:

(1) Nondiscrimination – The following nondiscrimination requirements apply to the underlying contract:

(a) Consultant shall comply with:

(i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.;

DRAFT

(ii) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21, including any amendments thereto.

(iii) Federal transit law, specifically 49 U.S.C. § 5332.

(b) The following is prohibited:

(i) Discrimination based on race, color, religion, national origin, sex (including sexual orientation), disability, or age.

(ii) Exclusion from participating in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332.

(iii) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332.

(iv) Discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.

(b) Consultant shall follow:

(i) the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

(ii) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3.

(iii) All other applicable federal guidance that may be issued.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. . In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623, Federal transit law at 49 U.S.C. § 5332, the Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42

DRAFT

U.S.C. § 6101 *et seq*., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq*., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq*., and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against individuals on the basis of disability, and that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(3) The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. FTA Disadvantaged Business Enterprise (DBE) Requirements

A. General DBE Requirements: In accordance with Federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), Commission has adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs" (the "Regulations"). The Contract is subject to these stipulated regulations.

It is the policy of the Commission to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;

2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;

3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;

4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;

5. Help remove barriers to the participation of DBEs in DOT assisted contracts;

6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and

7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

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B. Discrimination: Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Any terms used herein that are defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations.

C. Commission's Race-Neutral DBE Program: A Race-Neutral DBE Program is one that, while benefiting DBEs, is not solely focused on DBE firms. Therefore, under a Race-Neutral DBE Program, Commission does not establish numeric race-conscious DBE participation goals on its DOT-assisted contracts. There is no FTA DBE goal on this Project.

Consultant shall not be required to achieve a specific level of DBE participation as a condition of contract compliance in the performance of this DOT-assisted contract. However, Consultant shall adhere to race-neutral DBE participation commitment(s) made at the time of award.

D. Race-Neutral DBE Submissions and Ongoing Reporting Requirements (Post-Award): At termination of the Contract, the successful Consultant shall complete and submit to Commission a "DBE Race-Neutral Participation Listing" in the form provided by Commission. In the event DBE(s) are utilized in the performance of the Agreement, Consultant shall comply with applicable reporting requirements.

E. Performance of DBE Subconsultants: DBE subconsultants listed by Consultant in its "DBE Race-Neutral Participation Listing" submitted at the time of proposal shall perform the work and supply the materials for which they are listed, unless Consultant has received prior written authorization from Commission to perform the work with other forces or to obtain the materials from other sources. Consultant shall provide written notification to Commission in a timely manner of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

F. DBE Certification Status: If a listed DBE subconsultant is decertified during the life of this Agreement, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a non-DBE subconsultant becomes a certified DBE during the life of this Agreement, the DBE subconsultant shall notify Consultant in writing with the date of certification. Consultant shall furnish the written documentation to Commission in a timely manner. Consultant shall include this requirement in all subcontracts.

G. Consultant's Assurance Clause Regarding Non-Discrimination: In compliance with State and Federal anti-discrimination laws, Consultant shall affirm that it will not exclude or discriminate on the basis of race, color, national origin, or sex in consideration of contract award opportunities. Further, Consultant shall affirm that they will consider, and utilize subconsultants and vendors, in a manner consistent with non-discrimination objectives.

H. Violations: Failure by the selected Consultant(s) to carry out these requirements shall be a material breach of the contract to be awarded pursuant to this RFP, which may result in the termination of the contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

DRAFT

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the Consultant from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

I. Prompt Payment: Consultant shall pay its subconsultants for satisfactory performance of their contracts no later than 30 days from receipt of each payment Commission makes to the Consultant. 49 C.F.R. § 26.29(a), unless a shorter period is provided in the contract.

J. Compliance with DBE Requirements Contained in FTA Provisions: Consultant shall comply with all DBE reporting and other requirements contained in this Agreement.

K. In accordance with the U.S. Department of Transportation (DOT) Disadvantaged Business Enterprise DBE Interim Final Rule (IFR) published on October 3, 2025 to amend 49 CFR Part 26:

a. Unless otherwise directed by FTA, and not withstanding any other provision herein, the Commission will not engage in compliance monitoring of DBE participation on the Agreement, and no DBE reporting is required.

b. Any DBE participation on the Agreement will not count towards any overall DBE goals.

c. Any changes to 49 CFR Part 26 as set forth in the IFR, as may be amended in the final rule, are hereby incorporated.

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7. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any RCTC requests which would cause RCTC to be in violation of the FTA terms and conditions.

8. Debarment and Suspension.

The Consultant agrees to the following:

(1) It will comply with the following requirements of 2 CFR Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200.

(2) It will not enter into any "covered transaction" (as that phrase is defined at 2 CFR §§ 180.220 and 1200.220) with any subconsultant whose principal is, suspended, debarred, or otherwise

excluded from participating in covered transactions, except as authorized by— (i) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200; (ii) U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180; and (iii) Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended recipients or third party participants.

(3) It will review the U.S. GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," if required by U.S. DOT regulations, 2 CFR Part 1200.

(4) Consultant agrees to include, and require all subconsultants to include, this provision in all subcontracts.

9. ADA Access Requirements

The Consultant shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC Section 12101 et seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794; 49 USC Section 5301(d).

10. Fly America

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To the extent applicable to the Services, the Consultant agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their consultants are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

11. Cargo Preference - Use of United States-Flag Vessels

To the extent applicable to the Services, the Consultant agrees:

1. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

2. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated,

DRAFT

"on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Consultant in the case of a subconsultant's bill-of-lading.)

3. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

12. Buy America

To the extent applicable, the Consultant shall comply with the following:

1. The domestic preference procurement requirements of 49 U.S.C. 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661, to the extent consistent with 49 U.S.C. 5323(j).

2. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

3. Procurement for rolling stock will comply with 49 U.S.C. § 5325 (Contract Requirements), 49 U.S.C. § 5323(j) (Buy America Requirements), 49 U.S.C. § 5323(m) (Pre-Award and Post Delivery Requirements), and 49 U.S.C. § 5318(e) (Bus Testing Requirements), 49 U.S.C. § 5323(u) (limitation on certain rolling stock procurements), and their implementing regulations.

13. Employment Provisions

To the extent applicable to the Services, Consultant shall comply with the following:

A. [For a construction or maintenance project over $2,000] **Davis–Bacon Act, as amended (40 U.S.C. 3141–3148).** When applicable, Contractor shall comply with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor shall pay wages not less than once a week. The non–Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. Contractor shall also comply with the Copeland "Anti–Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides

DRAFT

that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected violations shall be reported to the FTA.

B. [For contracts in excess of $100,000 that involve the employment of mechanics or laborers] **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).** When applicable, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

C. [For contracts not involving construction] **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3702).** Consultant will comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.

D. [For contracts involving commerce] **Fair Labor Standards Act (FLSA) (29 USC 201, et. seq.)**. Consultant will comply with the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201, et seq. to the extent that the FLSA applies to employees performing work with federal assistance provided through the contract involving commerce,

E. Release of Retainage

No retainage will be withheld by the RCTC from progress payments due Consultant. Retainage by Consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant or deficient subconsultant performance, or noncompliance by a subconsultant.

14. Termination for Convenience

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RCTC may terminate the Agreement for convenience in accordance with the terms of the Agreement.

After such termination, the Consultant shall submit a final termination settlement proposal to RCTC as directed. If the Consultant fails to submit a proposal within the time allowed, RCTC may determine, on the basis of information available, the amount, if any due the Consultant because of the termination and shall pay the amount determined. After the Consultant's proposal is received, RCTC and Consultant shall negotiate a fair and equitable settlement and the contract will be modified to reflect the negotiated agreement. If agreement cannot be reached, RCTC may issue a final determination and pay the amount determined. If the Consultant does not agree with this final determination or the determination resulting from the lack of timely submission of a proposal, the Consultant may appeal under the Disputes clause.

15. Administrative and Contractual Remedies on Breach; Termination for Cause

a. The Consultant may be declared in breach of this Agreement ("Breach") if the Consultant fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Consultant fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms. In case of any of the foregoing, RCTC shall notify the Consultant of the Breach, and the Consultant shall have a period of ten (10) days (or such longer period as RCTC may authorize in writing) after receipt of notice from RCTC to cure the Breach.

b. RCTC may, by written notice of termination to the Consultant specifying the effective date thereof, terminate the whole or any part of this contract, in the case of a Breach that is not cured within the timeframe set forth in (a) above ("Uncured Breach").

c. If the contract is terminated in whole or in part for an Uncured Breach, RCTC may procure upon such terms and in such manner as RCTC may deem appropriate, supplies or services similar to those so terminated, or may complete the services with its own forces. The Consultant shall be liable to RCTC for any excess costs for such similar supplies or services, and for any other costs incurred by RCTC as a result of the Uncured Breach. The Consultant shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

d. Except with respect to defaults of Subconsultants, the Consultant shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Consultant. If the failure to perform is caused by the default of a Subconsultant, and if such default arises out of causes beyond the control of both the Consultant and the Subconsultant, and without the fault or negligence of either of them, the Consultant shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required project completion schedule.

e. Payment for completed services or supplies delivered to and accepted by RCTC shall be at the contract price. RCTC may withhold from amounts otherwise due the Consultant for such completed services or supplies such sum as RCTC determines to be necessary to protect RCTC

DRAFT

against loss because of outstanding liens of claims of former lien holders, or to reimburse RCTC for any other costs related to the Uncured Breach.

f. If, after notice of termination of this contract for cause, it is determined for any reason that an Uncured Breach did not exist, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the provisions for termination for convenience of RCTC.

g. The rights and remedies of RCTC provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

h. Notwithstanding the above, RCTC may, without providing an opportunity to cure, terminate the contract in accordance with the timeframe set forth in Section 17 of the contract, if RCTC determines such action is in its best interest based on the nature of the Breach. Such actions shall not limit any of RCTC's remedies set forth above.

16. Disputes

a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by supplemental agreement shall be decided by RCTC's Deputy Executive Director, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the RCTC Deputy Executive Director shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, Consultant mails or otherwise furnishes to the RCTC Deputy Executive Director a written appeal addressed to RCTC's Executive Director. The decision of RCTC Executive Director or duly authorized representative for the determination of such appeals shall be final and conclusive.

b. The provisions of this Paragraph shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Paragraph, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

c. Pending final decision of a dispute hereunder, Consultant shall proceed diligently with the performance of this Agreement and in accordance with the decision of RCTC's Deputy Executive Director. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any RCTC official or representative on a question of law, which questions shall be settled in accordance with the laws of the State of California.

17. Lobbying

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See the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Consultants who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. The Offeror shall complete and submit with its bid/proposal the attached Certification Regarding Lobbying, and if applicable, the Standard Form-LLL, "Disclosure Form to Report Lobbying."

18. Energy Conservation

The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

19. Clean Water

a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Consultant agrees to report each violation to RCTC and understands and agrees that RCTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The Consultant further agrees that:

(1) It will not use any violating facilities;
(2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
(3) It will report violations of use of prohibited facilities to FTA; and
(4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1388).

The Consultant also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

20. Clean Air

a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Consultant agrees to report each violation to RCTC and understands and agrees that RCTC will, in turn,

DRAFT

report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The Consultant further agrees that:

(1) It will not use any violating facilities;
(2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
(3) It will report violations of use of prohibited facilities to FTA; and
(4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1388).

c. The Consultant also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

21. Solid Wastes

Recovered Materials - The Consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

22. Safe Operation of Motor Vehicles

Pursuant to Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party consultant to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project.

a. The Consultant is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Consultant or RCTC.
b. The Consultant agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this contract.

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23. Notification to FTA.

a. If a current or prospective legal matter that may affect the Federal Government emerges, the Consultant must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which this Agreement is being performed. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

b. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

c. *Additional Notice to U.S. DOT Inspector General*. The Consultant must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Commission located, if Consultant has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Consultant. In this paragraph, "promptly" means to refer information without delay and without change.

24. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Consultant shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Contract. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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25. Prohibited Transactions

Consultant certifies that:

a. Consultant does not have any unpaid Federal tax liability assessed, for which all judicial and administrative have been exhausted or have lapsed, and that in a timely manner pursuant to an agreement authority responsible for collecting the tax liability

b. Consultant was not convicted of the felony criminal violation Federal law within the preceding 24 months.

c. If Consultant cannot so certify, RCTC agrees to refer the matter to FTA and not to enter into any contract with Consultant without FTA's written approval

d. Consultant shall include, and require all subconsultants to include, this provision in all subcontracts.

26. Trafficking in Persons.

a. Consultant shall comply with section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended; 22 U.S.C. § 7104(g); and the terms of this section.

b. Definitions. Consultant agrees that for purposes of this section:

(i) Employee, for purposes of this section only, means either an individual who is employed by the Consultant or whose services are provided on a volunteer basis for the Consultant, and is participating in the Project or related activities as set forth in the Agreement,

(ii) Forced labor means labor obtained by recruitment, harboring, transportation, provision, or other means of obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(iii) Severe forms of trafficking in persons has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102. 23

(iv) Commercial sex act has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

(vi) Coercion has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

c. Consultant requirements:

(i) Consultant shall inform FTA and RCTC immediately of any information it receives from any source alleging a violation of the prohibitions in this section.

(ii) Consultant agrees that it and its employees that participate in this Agreement, may not:

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(1) Engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect,

(2) Procure a commercial sex act during the period of time that this Agreement is in effect, or

(3) Use forced labor in the performance of this Agreement or any subagreements hereunder.

d. Consultant shall include, and require all subconsultants to include, this provision in all subcontracts.

27. Covered Unmanned Aircraft Systems

To the extent applicable, the Consultant shall comply with the requirements of the American Security Drone Act, Pub. L. No. 118-31, §§ 1821-32 (2023), including the prohibition on use of Federal funds for procurements and operation of covered unmanned aircraft systems from covered entities. Consultant shall ensure that any unmanned aircraft systems, including drones, purchased and/or used to complete the work under the Agreement are not manufactured or assembled by an American Security Drone Act-covered foreign entity. A list of covered foreign entities is maintained by the Federal Acquisition Security Council (FASC) and published in the System for Award Management (SAM). The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

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EXHIBIT "E"

CERTIFICATE OF CONSULTANT

[attached behind this page]

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CERTIFICATE OF CONSULTANT

I HEREBY CERTIFY that I am the _____ and duly authorized representative of the firm of _____ whose address is _____, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor

(b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

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By: _____
Signature

_____
Name

_____
Title

_____

EXHIBIT "F" – LOBBYING ACTIVITIES DISCLOSURE

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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

☐ a. initial
b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier N/A, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable N/A

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$ N/A ☐ actual ☐ planned

13. Form of Payment (check all that apply):

☐ a. cash
☐ b. in-kind; specify: nature _____
Value _____

14. Type of Payment (check all that apply)

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: N/A - see below

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

AECOM acknowledges the requirement to complete Exhibit 10-Q: Disclosure of Lobbying Activities as part of this proposal submission. However, this requirement is not applicable to AECOM, as the firm has not engaged in lobbying activities as defined under federal or state law.

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Agreement No. 26-41-056-00

**PROFESSIONAL SERVICES AGREEMENT
WITH FHWA AND FTA FUNDING ASSISTANCE**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT WITH
ALTA PLANNING + DESIGN, INC.
FOR ON-CALL
TRANSPORTATION DEMAND MANAGEMENT SERVICES**

Parties and Date.

This Agreement is made and entered into this ___ day of _____, 2026, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and ALTA PLANNING + DESIGN ("Consultant"), a CORPORATION. The Commission and Consultant are sometimes referred to herein individually as “Party”, and collectively as the “Parties”.

Recitals.

A. On November 8, 1988 the Voters of Riverside County approved Measure A authorizing the collection of a one-half percent (1/2 %) retail transactions and use tax (the "tax") to fund transportation programs and improvements within the County of Riverside, and adopting the Riverside County Transportation Improvement Plan (the "Plan").

B. Pursuant to Public Utility Code Sections 240000 et seq., the Commission is authorized to allocate the proceeds of the Tax in furtherance of the Plan.

C. On November 5, 2002, the voters of Riverside County approved an extension of the Measure A tax for an additional thirty (30) years for the continued funding of transportation and improvements within the County of Riverside.

D. The Commission, in partnership with San Bernardino County Transportation Authority (SBCTA), administers the IE Commuter program, which serves as the region’s flagship Transportation Demand Management (“TDM”) program.

E. The IE Commuter program is seeking innovative and cost-effective solutions that reduce single-occupancy vehicle trips, manage travel demand, and improve mobility for Riverside and San Bernardino County residents, as well as for the regional employers to which Inland Empire residents commute.

F. Consultant shall provide services on an on-call basis to support a wide variety of TDM projects, programs, and initiatives for the benefit of the Commission and SBCTA in implementation of the TDM program.

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F. The sources of funding for payment for on-call professional consulting services provided under this Agreement may include the following funding sources:

> Commission Measure A funds, Federal Highway Administration (FHWA), Federal Transit Administration (FTA), state funds through Caltrans, or SBCTA reimbursements (from local or federal funds)

In relation to such funding, Consulant shall execute and submit to the Commission the certification shown in Exhibit "E" attached hereto and incorporated herein by reference. Consultant shall comply with all funding source requirements as further set forth in this Agreement and the attached exhibits.

G. Consultant desires to perform and assume responsibility for the provision of certain on-call services for the TDM program. Services shall be provided for the Commission or for the benefit of SBCTA, as directed, on the terms and conditions set forth in this Agreement and in the task order(s) to be solicited, awarded and authorized by Commission as further described in this Agreement ("Task Order"). Consultant represents that it is experienced in providing such services to public clients, is licensed in the State of California (if necessary), and is familiar with the plans of the Commission.

H. Commission desires to engage Consultant to render such services on an on-call basis. Services shall be ordered by Task Order(s) to be issued pursuant to this Agreement for future projects as set forth herein and in each Task Order (each such project shall be designated a "Project" under this Agreement).

Terms.

1. General Scope of Services. Consultant shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise, and incidental and customary work necessary to fully and adequately supply the on-call TDM program related services for the Projects ("Services"). The Services are generally described in Exhibit "A" attached hereto and incorporated herein by reference. The Services shall be more particularly described in the individual Task Orders issued by the Commission's Executive Director or designee. No Services shall be performed unless authorized by a Task Order. All Services shall be subject to, and performed in accordance with, this Agreement, the relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

2. Task Orders; Commencement of Services; Schedule of Services. Services under this Agreement shall be requested by the Commission pursuant to Task Order requests. If Commission accepts Consultant's Task Order proposal, Commission shall issue a purchase order or executed task order for the Services ("Commission's Task Order Authorization"). Consultant's agreement to the final terms of a proposed Task Order, Commission's Task Order Authorization and Consultant's commencement of the Services shall indicate the Parties' agreement to the terms of the relevant Task Order.

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Consultant shall commence Services under a Task Order within five (5) days of receiving Commission's Task Order Authorization, or as otherwise specified in the Task Order request.

Consultant shall perform the Services expeditiously, in accordance with any schedule for the Services set forth in a Task Order ("Schedule of Services"). 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, Commission shall respond to Consultant's submittals in a timely manner. Upon request of the Commission, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

Task Orders may not be used to amend the language (or the terms) of this Agreement or to exceed the scope of work under this Agreement.

3. Pre-Award Audit. As a result of the funding for this Project, and to the extent Caltrans procedures apply in connection therewith, issuance of a "Notice to Proceed" or other authorization to proceed under a Task Order may be contingent upon completion and approval of a pre-award audit. Any questions raised during the pre-award audit shall be resolved before Services are commenced under a Task Order. The funding provided under this Agreement is contingent on meeting all funding requirements and could be withdrawn, thereby entitling the Commission to terminate this Agreement, if the procedures are not completed. The Consultant's files shall be maintained in a manner to facilitate State process reviews. In addition, Caltrans may require that prior to performance of any work for which funding reimbursement through Caltrans is requested and provided, that Caltrans must give to Commission an "Authorization to Proceed".

4. Audit Procedures.

4.1 Consultant and certain subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an Independent Cost Review (ICR) Audit, or a CPA ICR audit work paper review. If selected for audit or review, this Agreement, Consultant's cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. This Agreement, Consultant's cost proposal, and ICR shall be adjusted by Consultant and approved by the Commission's contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into this Agreement by this reference if directed by Commission at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of the Agreement terms and cause for termination of this Agreement and disallowance of prior reimbursed costs. Additional audit provisions applicable to this Agreement are set forth in Sections 22 and 23 of this Agreement.

DRAFT

Section 4.2 and 4.3 shall apply to the extent applicable to the Task Order and funding source.

4.2 During any Caltrans' review of the ICR audit work papers created by the Consultant's independent CPA (which may include review by the Independent Office of Audits and Investigations), Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, Commission will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines is received and approved by Caltrans.

Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

4.3 If Caltrans is unable to issue a cognizant letter per Section 4.2 above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the Caltrans' management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

If the Consultant fails to comply with the provisions of this Section 4, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in Section 4.2 above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

Consultant may submit to Commission final invoice only when all of the following items have occurred: (1) Caltrans accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of Commission; and, (3) Caltrans has issued its final ICR review letter. The Consultant must submit its final invoice to Commission no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all Task Orders issued under this Agreement, and all other

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agreements executed between the Commission and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

5. Term.

5.1 This Agreement shall go into effect on the date first set forth above, contingent upon approval by Commission, and shall remain in effect for three (3) years, unless extended by contract amendment. The Commission may extend the term of this Agreement, in its sole discretion, for two (2) additional one (1) year period. No Task Order shall extend beyond the expiration date of this Agreement.

5.2 Consultant is advised that any recommendation for contract award is not binding on Commission until this Agreement is fully executed and approved by the Commission.

5.3 This Agreement shall remain in effect for the term set forth above, 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. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

6. Commission's Contract Administrator. The Commission hereby designates the Commission's Executive Director, or his or her designee, to act as its Contract Administrator for the performance of this Agreement ("Commission's Contract Administrator"). Commission's Contract Administrator shall have the authority to act on behalf of the Commission for all purposes under this Agreement. Commission's Contract Administrator shall also review and give approval, as needed, to the details of Consultant's work as it progresses. Consultant shall not accept direction or orders from any person other than the Commission's Contract Administrator or his or her designee.

7. Consultant's Representative. Consultant hereby designates JOSSIMAR FUENTES to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her professional 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. Consultant shall work closely and cooperate fully with Commission's Contract Administrator and any other agencies which may have jurisdiction over, or an interest in, the Services. Consultant's Representative shall be available to the Commission staff at all reasonable times. Any substitution in Consultant's Representative shall be approved in writing by Commission's Contract Administrator.

8. Substitution of Key Personnel. Consultant has represented to the Commission 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 by the

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Commission. In the event that the Commission and Consultant cannot agree as to the substitution of the key personnel, the Commission shall be entitled to terminate this Agreement for cause, pursuant to the provisions herein. The key personnel for performance of this Agreement are: JOSSIMAR FUENTES, AARON GAUL, JODDIE GRAY, ASHLEY-GRACE JABERI, ULLA HESTER, DAVID WASSERMAN, TIM BEVINS, KRISTIN HAUKOM, LAUREN MATTERN or as otherwise identified in the Task Order.

9. Standard of Care; License. Consultant represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Agreement to fully and adequately complete the Project. Consultant shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents and warrants to the Commission that its employees and subcontractors 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. Consultant shall perform, at its own cost and expense and without reimbursement from the Commission, 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, and shall be fully responsible to the Commission and SBCTA for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions. Any employee of Consultant or its sub-consultants who is determined by the Commission 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 the Commission, 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.

10. 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. Commission retains Consultant on an independent contractor basis and not as an employee, agent or representative of the Commission. 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 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 and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, disability insurance, and workers' compensation insurance. Consultant hereby indemnifies and holds the Commission and SBCTA harmless, pursuant to the indemnification provisions contained in this Agreement, from any and all claims that may be made against the Commission based

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upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

11. Project Progress.

11.1 Modification of the Schedule. Consultant shall regularly report to the Commission, through correspondence or progress reports, its progress in providing required Services within the scheduled time periods. Commission shall be promptly informed of all anticipated delays. In the event that Consultant determines that a schedule modification is necessary, Consultant shall promptly submit a revised Schedule of Services for approval by Commission's Contract Administrator.

11.2 Trend Meetings. Consultant shall conduct trend meetings with the Commission's Contract Administrator and other interested parties, as requested by the Commission, and as may be mutually scheduled by the Parties. These trend meetings will encompass focused and informal discussions concerning scope, schedule, and current progress of Services, relevant cost issues, and future Project objectives.

11.3 Progress Reports. As part of its monthly invoice, Consultant shall submit a progress report, in a form determined by the Commission, which will indicate the progress achieved during the previous month in relation to the Schedule of Services. Submission of such progress report by Consultant shall be a condition precedent to receipt of payment from the Commission for each monthly invoice submitted.

12. Delay in Performance.

12.1 Excusable Delays. Should Consultant be delayed or prevented from the timely performance of any act or Services required by the terms of the Agreement by reason of acts of God or of the public enemy, acts or omissions of the Commission or other governmental agencies in either their sovereign or contractual capacities, fires, floods, pandemics, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, performance of such act shall be excused for the period of such delay.

12.2 Written Notice. If Consultant believes it is entitled to an extension of time due to conditions set forth in subsection 12.1, Consultant shall provide written notice to the Commission within seven (7) working days from the time Consultant knows, or reasonably should have known, that performance of the Services will be delayed due to such conditions. Failure of Consultant to provide such timely notice shall constitute a waiver by Consultant of any right to an excusable delay in time of performance.

12.3 Mutual Agreement. Performance of any Services under this Agreement may be delayed upon mutual agreement of the Parties. Upon such agreement, Consultant's Schedule of Services shall be extended as necessary by the Commission. Consultant shall take all reasonable steps to minimize delay in completion, and additional costs, resulting from any such extension.

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13. Preliminary Review of Work. All reports, working papers, and similar work products prepared for submission in the course of providing Services under this Agreement shall be submitted to the Commission's Contract Administrator in draft form, and the Commission may require revisions of such drafts prior to formal submission and approval. In the event that Commission's Contract Administrator, in his or her sole discretion, determines the formally submitted work product to be not in accordance with the standard of care established under this Agreement, Commission's Contract Administrator may require Consultant to revise and resubmit the work at no cost to the Commission.

14. Appearance at Public Meetings. If requested by the Commission, Consultant shall render assistance at public meetings related to the Project or necessary to the performance of the Services.

15. Opportunity to Cure; Inspection of Work. Commission may provide Consultant an opportunity to cure, at Consultant's expense, all errors and omissions which may be disclosed during Project implementation. Should Consultant fail to make such correction in a timely manner, such correction may be made by the Commission, and the cost thereof charged to Consultant. Consultant shall allow the Commission's Contract Administrator and Caltrans to inspect or review Consultant's work in progress at any reasonable time.

16. Copyrights in Connection with Federal Funding. In the event copyrights are permitted under this Agreement, then in connection with Federal funding, it is hereby acknowledged and agreed that the United States Department of Transportation shall have the royalty-free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.

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

18. Fees and Payment.

18.1 The method of payment for this Agreement will be based specific rates of compensation. Consultant will be reimbursed for hours worked at the hourly rates specified in the Consultant's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer

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payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this Agreement.

18.2 In addition, Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.

18.3 Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in Consultant's approved Cost Proposal.

18.4 Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. Consultant will be responsible for transportation and subsistence costs in excess of State rates.

18.5 When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

18.6 Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred. No payment will be made prior to approval or for any work performed prior to approval of this Agreement, or prior to issuance of a Task Order.

18.7 Consultant will be reimbursed within thirty (30) days upon approval by Commission's Contract Administrator of itemized invoices submitted by Consultant. Separate invoices itemizing all costs are required for all work performed under each Task Order. Commission's Contract Administrator shall notify Consultant of any disputed items contained in an invoice, and payment for such items shall be withheld pending resolution of the Commission's concerns.

18.8 Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which Consultant is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number, project title and Task Order number.

Invoices shall be mailed to Commission's Contract Administrator at the following address:

Riverside County Transportation Commission
Attention: Accounts Payable
P.O. 12008
Riverside, CA 92502

18.9 The total amount payable by Commission for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by

DRAFT

amendment. If Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

18.10 Commission has or will enter into seven (7) task order contracts for performance of the Scope of Services identified in Exhibit "A", including this Agreement ("On-Call TDM Contracts"). The other On-Call TDM Contracts are Agreement 26-41-035-00 (AECOM Technical Services), Agreement 26-41-057-00 (HNTB Corporation), Agreement 26-41-058-00 (ICF Consulting), Agreement 26-41-059-00 (Media Beef), Agreement 26-41-060-00 (Nelson\Nygaard Consulting Associates), and Agreement 26-41-061-00 (Steer Davies & Gleave). The total amount payable by Commission for the On-Call TDM Contracts shall not exceed a cumulative maximum total value of **Seven Million Dollars ($7,000,000) ("NTE Sum")**. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under the On-Call TDM Contracts through Task Orders. Each time a Task Order is awarded under any of the On-Call TDM Contracts, Commission must send written notification to Consultant and each of the other consultants entering into the On-Call TDM Contracts. The notice must identify the total funds allocated under issued Task Orders, and the remaining unencumbered amount of the NTE Sum. Consultant acknowledges and agrees that Commission must not pay any amount under this Agreement that would exceed the NTE Sum, and Consultant must not enter into a Task Order that exceeds the NTE Sum.

18.11 All subcontracts in excess of $25,000 shall contain the above provisions.

19. Disputes.

19.1 Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by mutual agreement of the Parties shall be decided by a committee consisting of RCTC's Contract Administrator and the Director of Capital Projects, who may consider written or verbal information submitted by Consultant.

19.2 Not later than 30 days after completion of all Services under this Agreement, Consultant may request review by the Commission's Executive Director of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

19.3 Neither the pendency of a dispute, nor its consideration by the committee will excuse Consultant from full and timely performance in accordance with the terms of this Agreement.

DRAFT

20. Termination; Suspension.

20.1 Commission reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to Consultant, for any or no reason, with the reasons for termination stated in the notice. Commission may terminate Services under a Task Order, at any time, for any or no reason, with the effective date of termination to be specified in the notice of termination of Task Order.

20.2 Commission may terminate this Agreement with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, Commission may proceed with the Services in any manner deemed proper by Commission. If Commission terminates this Agreement with Consultant, Commission shall pay Consultant the sum due to Consultant under this Agreement for Services completed and accepted prior to termination, unless the cost of completion to Commission exceeds the funds remaining in the Agreement. In such case, the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.

20.3 In addition to the above, payment upon termination shall include a prorated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed Services. Consultant shall provide documentation deemed adequate by Commission's Contract Administrator to show the Services actually completed by Consultant prior to the effective date of termination. This Agreement shall terminate on the effective date of the Notice of Termination

20.4 Upon receipt of the written Notice of Termination, Consultant shall discontinue all affected Services as directed in the Notice or as otherwise provided herein, and deliver to the Commission all Documents and Data, as defined in this Agreement, as may have been prepared or accumulated by Consultant in performance of the Services, whether completed or in progress.

20.5 In addition to the above, Consultant shall be liable to the Commission for any reasonable additional costs incurred by the Commission to revise work for which the Commission has compensated Consultant under this Agreement, but which the Commission has determined in its sole discretion needs to be revised, in part or whole, to complete the Project because it did not meet the standard of care established in this Agreement. Termination of this Agreement for cause may be considered by the Commission in determining whether to enter into future agreements with Consultant.

20.6 The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

20.7 Consultant, in executing this Agreement, shall be deemed to have waived any and all claims for damages which may otherwise arise from the Commission's termination of this Agreement, for convenience or cause, as provided in this Section.

DRAFT

20.8 Consultant may not terminate this Agreement except for cause.

21.9 In addition to the termination rights above, Commission may temporarily suspend this Agreement or Services under any Task Order, at no additional cost to Commission, provided that Consultant is given written notice of temporary suspension. If Commission gives such notice of temporary suspension, Consultant shall immediately suspend its activities under the relevant Task Order(s). A temporary suspension may be issued concurrent with a notice of termination.

21. Cost Principles and Administrative Requirements.

21.1 Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

21.2 Consultant also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

21.3 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to Commission.

21.4 All subcontracts in excess of $25,000 shall contain the above provisions.

22. Retention of Records/Audit. For the purpose of determining compliance with, as applicable, 2 CFR Part 200, Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this Agreement pursuant to Government Code 8546.7; Consultant, subconsultants, and Commission shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under this Agreement. The State, State Auditor, Commission, or any duly authorized representative of the State or Federal Government shall have access to any books, records, and documents of Consultant and it's certified public accountants (CPA) work papers that are pertinent to this Agreement and, if applicable, indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of $25,000 shall contain this provision.

22.1 Accounting System. Consultant and its subcontractors shall establish and maintain an accounting system and records that properly accumulate and

DRAFT

segregate expenditures by line item for the Services. The accounting system of Consultant and its subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

23. Audit Review Procedures.

23.1 Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by Commission's Chief Financial Officer.

23.2 Not later than 30 days after issuance of the final audit report, Consultant may request a review by Commission's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

23.3 Neither the pendency of a dispute nor its consideration by Commission shall excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.

24. Subcontracting.

24.1 Nothing contained in this Agreement or otherwise, shall create any contractual relation between Commission and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to Commission and SBCTA for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from Commission's obligation to make payments to the Consultant.

24.2 Consultant shall perform the Services contemplated with resources available within its own organization and no portion of the Services pertinent to this Agreement shall be subcontracted without written authorization by Commission's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

24.3 Consultant shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to Consultant by Commission.

24.4 Any subcontract in excess of $25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.

24.5 Any substitution of subconsultant(s) must be approved in writing by Commission's Contract Administrator prior to the start of work by the subconsultant(s).

24.6 Exhibit "B" may set forth the rates at which each subconsultant shall bill the Consultant for Services and that are subject to reimbursement by the Commission

DRAFT

to Consultant. Additional Direct Costs, as defined in Exhibit "B" shall be the same for both the Consultant and all subconsultants, unless otherwise identified in Exhibit "B" or in a Task Order. The subconsultant rate schedules and cost proposals contained herein are for accounting purposes only.

25. Equipment Purchase

25.1 Prior authorization, in writing, by Commission's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract for supplies, equipment, or services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

25.2 For purchase of any item, service or consulting work not covered in the Cost Proposal and exceeding $5,000 prior authorization, in writing, by Commission's Contract Administrator is required. Three competitive quotations must be submitted with the request for such purchase, or the absence of bidding must be adequately justified.

25.3 Any equipment purchased as a result of this Agreement is subject to the following: Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, Commission shall receive a proper refund or credit at the conclusion of this Agreement, or if this Agreement is terminated, Consultant may either keep the equipment and credit Commission in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established Commission procedures; and credit Commission in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by Commission and Consultant. If Consultant determines to sell the equipment, the terms and conditions of such sale must be approved in advance by Commission. 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the Project.

25.4 All subcontracts in excess $25,000 shall contain the above provisions.

26. Labor Code Requirements.

26.1 Prevailing Wages.

(a) If applicable, Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the Services.

(b) When prevailing wages apply to the Services described in the Scope of Services, transportation and subsistence costs shall be reimbursed at the

DRAFT

minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

(c) Copies of the prevailing rate of per diem wages in effect at commencement of this Agreement are on file at the Commission's offices. 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 shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Commission, SBCTA and their elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

26.2 DIR Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

26.3 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Consultant or the Services are not subject to the Eight-Hour Law. Consultant shall forfeit to Commission as a penalty, $50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

26.4 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade

DRAFT

shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Consultant

27. Ownership of Materials/Confidentiality.

27.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission and SBCTA to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data 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 subcontractors to agree in writing that Commission and SBCTA are granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such 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 the Commission or SBCTA.

Commission and SBCTA 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 Commission's and SBCTA's sole risk.

27.2 Intellectual Property. In addition, Commission and SBCTA 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.

The Commission and SBCTA shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or

DRAFT

not paid for wholly or in part by Commission, 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 Commission.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors 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 Commission.

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.

Commission 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.

27.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Commission, 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 Commission's or SBCTA'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 Commission.

27.4 Infringement Indemnification. Consultant shall defend, indemnify and hold the Commission, SBCTA, their 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 Commission or SBCTA of the Documents & Data, including any method, process, product, or concept specified or depicted.

DRAFT

28. Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold Commission, SBCTA and their directors, officials, officers, employees, consultants, 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, inverse condemnation, and any claims related to property acquisition and relocation rules or failure to detect or abate hazardous materials, which are brought by a third party, and which , in any manner arise out of or are incident to alleged negligent 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 consequential damages, expert witness fees, 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 Commission, SBCTA, and their directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission, SBCTA or their directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, SBCTA and their directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's 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 Commission, SBCTA or their directors, officials officers, employees, consultants, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

29. Insurance.

29.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this Section, in a form and with insurance companies acceptable to the Commission. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this Section.

29.2 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

DRAFT

performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors 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. Limits may be achieved by any combination of primary and excess or umbrella liability insurance; (2) *Automobile Liability:* $2,000,000 per accident for bodily injury and property damage. Limits may be achieved by any combination of primary and excess or umbrella liability insurance; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of $1,000,000 per accident.

29.3 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 Project, errors and omissions liability insurance appropriate to their profession. For Consultant, 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. Subconsultants of Consultant shall obtain such insurance in an amount not less than $1,000,000 per claim. Notwithstanding the foregoing, the Commission may consider written requests to lower or dispense with the errors and omissions liability insurance requirement contained in this Section for certain subconsultants of Consultant, on a case-by-case basis, depending on the nature and scope of the Services to be provided by the subconsultant. Approval of such request shall be in writing, signed by the Commission's Contract Administrator.

29.4 Network and Privacy Insurance. Consultant shall procure and maintain Network and Privacy (Errors and Omissions) insurance in an amount of not less than $1,000,000 per claim and $1,000,000 in the annual aggregate, protecting

DRAFT

Commission and SBCTA from the following exposures relating to performance under this Agreement:

(a) the theft, dissemination and/or unauthorized disclosure or use of confidential information and personally identifiable information (not to be limited bank information, social security numbers, health information, credit card account information, and confidential corporate information). Such insurance shall also include coverage for credit monitoring, notification expenses and other related costs associated with mitigating a data security or privacy breach; and

(b) the introduction of a computer virus into, or otherwise causing damage to, a computer, computer system, network or similar computer-related property and the data, software, and programs used herein.

If such insurance is maintained on an occurrence basis, Consultant shall maintain such insurance for an additional period of one year following the end of the term of this Agreement. If such insurance is maintained on a claims-made basis, Consultant shall maintain such insurance for an additional period of three years following the end of the term of this Agreement.

29.5 Aircraft Liability Insurance. Prior to conducting any Services requiring use of aircraft (including drones), Consultant shall procure and maintain, or cause to be procured and maintained, aircraft liability insurance or equivalent form, with a single limit as shall be required by the Commission. Such insurance shall include coverage for owned, hired and non-owned aircraft and passengers, and shall name, or be endorsed to name, the Commission, SBCTA and their directors, officials, officers, employees and agents as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant.

29.6 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the Commission 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 this Agreement.

DRAFT

(iii) The policy shall give the Commission, SBCTA and their directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from the Commission's, or SBCTA'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. The automobile liability policy shall be endorsed to state that: (1) the Commission, SBCTA and their directors, officials, officers, employees and agents 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 the Commission, SBCTA and their directors, officials, officers, employees and agents, 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 the Commission, SBCTA and their directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(c) Workers' Compensation and Employers Liability Coverage.

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

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

(d) All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

(ii) 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 the Commission, SBCTA and their directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits

DRAFT

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.

(iii) 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 the Commission. 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).

(iv) Consultant shall provide the Commission 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 the Commission at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Except as otherwise specified in 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.

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Commission, 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.

(vii) 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, Commission has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Commission will be promptly reimbursed by Consultant or Commission will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Commission may cancel this Agreement. The Commission may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(viii) Neither the Commission, SBCTA nor any of their directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

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(ix) All insurance required by this Agreement shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Commission, SBCTA, their directors, officials, officers, employees and agents. All policies shall waive any right of subrogation of the insurer against the Commission, SBCTA, their directors, officials, officers, employees and agents, or any other additional insureds, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Commission, SBCTA, their directors, officials, officers, employees, and agents, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

29.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. If the Commission does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of the Commission, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Commission, SBCTA, their directors, officials, officers, employees and agents; or, (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expense.

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

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

29.10 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Commission that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Commission as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

29.11 Other Insurance. At its option, the Commission may require such additional coverage(s), limits and/or the reduction of deductibles or retentions it considers reasonable and prudent based upon risk factors that may directly or indirectly impact the Project. In retaining this option Commission does not warrant Consultant's

DRAFT

insurance program to be adequate. Consultant shall have the right to purchase insurance in addition to the insurance required in this Section.

30. 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 subcontractors, 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.

31. Additional Work. Any work or activities that are in addition to, or otherwise outside of, the Services to be performed pursuant to this Agreement shall only be performed pursuant to a separate agreement between the parties. Notwithstanding the foregoing, the Commission's Executive Director may make a change to the Agreement, other than a Cardinal Change. For purposes of this Agreement, a Cardinal Change is a change which is "outside the scope" of the Agreement; in other words, work which should not be regarded as having been fairly and reasonably within the contemplation of the parties when the Agreement was entered into. An example of a change which is not a Cardinal Change would be where, in a contract to construct a building there are many changes in the materials used, but the size and layout of the building remains the same. Cardinal Changes are not within the authority of this provision to order, and shall be processed by the Commission as "sole source" procurements according to applicable law, including the requirements of FTA Circular 4220.1D, paragraph 9(f).

(a) In addition to the changes authorized above, a modification which is signed by Consultant and the Commission's Executive Director, other than a Cardinal Change, may be made in order to: (1) make a negotiated equitable adjustment to the Agreement price, delivery schedule and other terms resulting from the issuance of a Change Order, (2) reflect definitive letter contracts, and (3) reflect other agreements of the parties modifying the terms of this Agreement ("Bilateral Contract Modification").

(b) Consultant shall not perform, nor be compensated for any change, without written authorization from the Commission's Executive Director as set forth herein. In the event such a change authorization is not issued and signed by the Commission's Executive Director, Consultant shall not provide such change.

32. Prohibited Interests.

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32.1 Solicitation. 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, the Commission shall have the right to rescind this Agreement without liability.

32.2 Consultant Conflict of Interest.

(a) Consultant shall disclose any financial, business, or other relationship with Commission that may have an impact upon the outcome of this Agreement. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

(b) Any subcontract in excess of $25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

32.3 Commission Conflict of Interest. For the term of this Agreement, no member, officer or employee of the Commission, during the term of his or her service with the Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

32.4 Conflict of Employment. Employment by the Consultant of personnel currently on the payroll of the Commission shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Consultant of personnel who have been on the Commission payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon the Consultant securing this or related Agreements with the Commission, is prohibited.

32.5 Covenant Against Contingent Fees. As required in connection with federal funding, the Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the Commission shall have the right to terminate this Agreement without liability pursuant to the terms herein, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

DRAFT

32.6 Rebates, Kickbacks or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any Commission employee. For breach or violation of this warranty, Commission shall have the right in its discretion; to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

32.7 Covenant Against Expenditure of Commission, State or Federal Funds for Lobbying. The Consultant certifies that to the best of his/ her knowledge and belief no state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of the Consultant to any person for the purpose of influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the award of any state or federal contract, grant, loan, or cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

(a) If any funds other than federal appropriated funds have been paid, or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this Agreement, the Consultant shall complete and submit the attached Exhibit "F", Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with the attached instructions.

(b) The Consultant's certification provided in this Section is a material representation of fact upon which reliance was placed when this Agreement was entered into, and is a prerequisite for entering into this Agreement pursuant to Section 1352, Title 31, US. Code. Failure to comply with the restrictions on expenditures, or the disclosure and certification requirements set forth in Section 1352, Title 31, US. Code may result in a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(c) The Consultant also agrees by signing this Agreement that he/she shall require that the language set forth in this Section be included in all Consultant subcontracts which exceed $100,000, and that all such subcontractors shall certify and disclose accordingly.

32.8 Employment Adverse to the Commission. Consultant shall notify the Commission, and shall obtain the Commission’s written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against the Commission during the term of this Agreement.

33. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee

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or applicant for employment because of race, religion, color, national origin, 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.

34. Right to Employ Other Consultants. Commission and SBCTA reserve the right to employ other consultants in connection with the Project.

35. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California. Venue shall be in Riverside County.

36. Disputes; Attorneys' Fees.

36.1 Prior to commencing any action hereunder, the Parties shall attempt in good faith to resolve any dispute arising between them. The pendency of a dispute shall not excuse Consultant from full and timely performance of the Services.

36.2. If the Parties are unable to resolve a dispute after attempting in good faith to do so, the Parties may seek any other available remedy to resolve the dispute. 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 attorneys' fees and, all other costs of such actions.

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

38. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

39. 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:	**COMMISSION**:
Alta Planning + Design	Riverside County
101 SW Main Street, Ste. 2000	Transportation Commission
Portland, OR97204	4080 Lemon Street, 3rd Floor
_____	Riverside, CA 92501
Attn: Steven Frieson	Attn: 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.

DRAFT

40. Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services. Notwithstanding the foregoing, if any provision of this Agreement conflicts in any way with a state or federal requirement, as directed by the Commission (i) the state or federal requirement shall govern; or (ii) the more stringent requirement shall apply.

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

42. Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements or understandings.

43. 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.

44. Provisions Applicable When State Funds or Federal Funds Are Involved. When funding for the Services under a Task Order is provided, in whole or in part, from the FHWA, or from state funds through Caltrans, Consultant shall also fully and adequately comply with the applicable provisions included in Exhibit "C" (FHWA/Caltrans Requirements) attached hereto and incorporated herein by reference. When funding for the Services under a Task Order is provided, in whole or in part, from the FTA, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (FTA Requirements) attached hereto and incorporated herein by reference.

45. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, shall survive any such expiration or termination.

46. No Third Party Beneficiaries. SBCTA is an intended third party beneficiary of any right or benefit granted to SBCTA under this Agreement. Except as set forth in the foregoing sentence, there are no other intended third party beneficiaries of any right or obligation assumed by the Parties.

47. Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require 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.

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

DRAFT

49. Subpoenas or Court Orders. Should Consultant receive a subpoena or court order related to this Agreement, the Services or the Project, Consultant shall immediately provide written notice of the subpoena or court order to the Commission. Consultant shall not respond to any such subpoena or court order until notice to the Commission is provided as required herein, and shall cooperate with the Commission in responding to the subpoena or court order.

50. 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 the Commission. 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.

51. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of Commission.

52. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

53. No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

55. Electronically Transmitted Signatures; Electronic Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

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[Signatures on following page]

SIGNATURE PAGE
TO
PROFESSIONAL SERVICES AGREEMENT
WITH STATE AND FHWA FUNDING/ASSISTANCE

ON CALL TRANSPORTATION DEMAND MANAGEMENT SERVICES

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	**CONSULTANT** **ALTA PLANNING + DESIGN, INC**
By:_____ Aaron Hake, Executive Director	By: _____ Signature
	_____ Name
Approved as to Form:	_____ Title
By:_____ Best, Best & Krieger LLP General Counsel	**ATTEST:**
	By: _____
	Its: _____

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* 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 RCTC.

EXHIBIT "A" - SCOPE OF SERVICES

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APPENDIX A

Statement of Services

On-Call Transportation Demand Management Services

The Riverside County Transportation Commission (RCTC) seeks to identify and select a bench of qualified consultants that demonstrate the experience, knowledge, and capacity to provide planning, design, evaluation, implementation, marketing, communications, and outreach services in support of Transportation Demand Management (TDM) strategies. Successful consultants will provide innovative and cost-effective solutions that reduce single-occupancy vehicle trips, manage travel demand, and improve mobility for Riverside and San Bernardino County residents, as well as for the regional employers that Inland Empire residents commute to. The selected consultants shall provide services on an on-call basis to support a wide variety of TDM projects, programs, and initiatives.

RCTC, in partnership with the San Bernardino County Transportation Authority (SBCTA), administers the IE Commuter program, which serves as the region's flagship TDM program. Consultants may be called upon to support special projects or projects identified through a Strategic TDM Study to be conducted in 2026, which will provide a blueprint for future program direction. Consultants may also support IE Commuter operations and related activities, including development of a transit training program, expansion of services and outreach to discretionary trip markets, targeted outreach efforts; and preparation for regional travel demands associated with events such as the 2028 Olympic Games.

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Requirements and Contract Information

As an on-call consultant for the Commission, the consultant shall respond within 72 hours to Task Order requests for projects, programs, or services. The response shall include a summary work plan, labor fees, and direct costs for the requested Task Order. Commission staff will review Task Order responses and select the consultant who best meets the requirements of the Task Order. The Commission is not bound to execute a Task Order and reserves the right to negotiate fees with the consultant.

The Commission intends to award an agreement to a bench of eight consultants and strongly encourages firms to seek the services of subcontractors that can help deliver specialized skillsets, such as analysis, technical services, and public engagement. If two or more firms, persons, or entities wish to submit one proposal in response to this RFP, they should do so on a prime/subconsultant basis rather than as a joint venture.

The proposed initial term of the agreement shall be three years with one two-year option term to extend the agreement up to five years. Option terms will be executed at RCTC's sole discretion.

The consultant shall comply with all relevant disclosure requirements and maintain the highest ethical standards both publicly and privately, including the avoidance of conflicts of interest. Participation of small, disadvantaged, and DBE-certified businesses is encouraged.

Scope of Work

The successful firms are expected to support the Commission's TDM efforts in the following areas:

Module 1: Data Collection & Analysis

- Conduct GIS analysis, commuter/employer surveys, ridership counts, and park & ride utilization studies.
- Develop models, dashboards, and analysis tools to support TDM decision-making.
- Integrate real-time data sources and performance tracking for continuous monitoring.

Module 2: Program Evaluation, Optimization, & Innovation

- Develop recommendations for enhancing commuter and employer support.
- Identify and implement opportunities to streamline service delivery.
- Apply behavior change tactics across personnel, communications, and technology touchpoints.
- Pilot and test innovative approaches with scalability assessments.
- Conduct cost-effectiveness analyses of TDM strategies.

Module 3: Employer & Community Engagement

- Design and implement outreach campaigns for various trip markets.
- Develop customized commuter benefit programs and telework policies.
- Facilitate development of new employer programs or services to maximize participation.
- Streamline approaches to new carpool/vanpool formations at worksites.
- Build peer-to-peer employer networks and partnerships with community-based organizations.
- Apply an equity lens to ensure outreach includes disadvantaged and underserved communities.

Module 4: Marketing & Communications

- Develop branding, messaging, outreach materials, and digital campaigns.

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- Produce stakeholder communications, presentations, and toolkits.
- Manage social media strategies, analytics, and digital engagement campaigns.
- Develop multilingual materials (English, Spanish, and other prevalent community languages).

Module 5: TDM Grant Funding Support

- Identify funding opportunities at local, state, and federal levels.
- Prepare grant applications, including technical content, budgets, and performance measures.
- Provide grant administration support, including compliance tracking and reporting.

Module 6: New Program Development

- Develop new mobility programs from concept through launch and transition to a program administrator consultant.
- Estimate ongoing operational resources and funding needs.
- Pilot test programs and assess scalability.
- Develop standard operating procedures and performance metrics frameworks at launch.

Module 7: Mobility Hubs and Park & Rides

- Develop innovative approaches to multimodal mobility hubs.
- Conduct first/last mile access studies, including bike/pedestrian and micromobility integration.
- Evaluate park & ride utilization and technology integration (real-time availability, payment apps).
- Administer park & ride lease program.

Module 8: Policy Development

- Assist in drafting ordinances and policies supporting TDM goals.
- Design incentive programs and commuter benefit strategies.
- Align local programs with state and federal policy requirements (e.g., CARB, SCAG, Caltrans).
- Develop monitoring and evaluation frameworks.

Module 9: Technology Scoping & Integration

- Develop technical scopes of work for TDM platforms and systems.
- Evaluate and integrate ridematching software, websites, mobile applications, and payment platforms.
- Ensure interoperability with regional systems (e.g., IE Commuter, Metrolink, MaaS applications).
- Support implementation of new enhancements while ensuring cybersecurity and data

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privacy compliance.

Deliverables

- Written reports, strategic plans, policy memos, or technical white papers.
- Coordination with program stakeholders, employers, and community partners.
- Planning, coordination, and delivery of employer or community events, with event summaries and participation reports.
- Technical specifications, technology roadmaps, and scoping documents for TDM systems/platforms.
- Data sets, dashboards, models, and analysis tools with accompanying metadata and governance guidelines.
- Outreach materials, presentations, videos, toolkits, creative assets, and multilingual campaign products.
- Training materials and workshop curricula for employers, community leaders, and transit users.
- Pilot project designs, implementation playbooks, and evaluation reports.
- Completed grant applications, funding strategies, and compliance reporting packages.
- Performance dashboards, quarterly/annual evaluation reports, and equity impact assessments.
- Standard operating procedures to support program implementation and long-term sustainability.
- Special event mobility management plans (e.g., Olympics, regional events).
- Draft and final versions of all work products.

Expectations of Selected Firms

The selected consultants shall be prepared to respond to various Task Order requests as they arise. Throughout the term of the contract, the consultant will provide services at the request of the Commission's staff and perform services only as agreed upon in each assigned Task Order. However, initiating new ideas and proposing suggestions is strongly recommended and encouraged to achieve the goals and objectives of the Commission.

The consultant may need to coordinate with engineering consultants, local jurisdictions, SBCTA, and other regulatory agencies to gather information necessary for the planning, design, and evaluation of TDM strategies. The consultant may also need to coordinate with other consultants already under contract to the Commission for services including but not limited to website development, strategic communications, and transportation modeling.

The consultant shall comply with all relevant disclosure requirements and maintain the highest ethical standards both publicly and privately, including the avoidance of conflicts of interest.

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Table 1: Potential* Projects, Programs, and Initiatives

- **Transit Trainer Program – Worksite Travel Training**
  Develop a worksite-based program to convert existing riders into volunteer transit trainers who guide new riders (colleagues at their own or adjacent worksites) in person through one or more transit trips until they can ride independently.
- **Transit Trainer Program – Discretionary/Leisure Travel Training**
  Provide training and support for individuals to use transit for non-work trips, such as shopping, recreation, and personal errands.
- **New Survey Incentive Development (RidesharePlus 2.0)**
  Develop a new survey incentive program to collect supplemental transportation behavior data beyond traditional AVR surveys or IE Commuter incentive participation. The program would offer incentives for commuters, regardless of mode status, to share insights on motivations and evolving trends influencing mode-shift decisions.
- **Virtual Park & Ride Concept**
  Explore concept of leveraging secure, underutilized commercial or municipal parking to create discrete carpool/vanpool spaces instead of large lots that can attract theft, with users locating and reserving spaces through a mobile app.
- **RCTC VanClub Funding & Administration Exploration**
  Assess opportunities for RCTC to secure funding (e.g., STA and/or 5307) through VanClub. Evaluate potential revenue generation, required administrative capacity, and cost-benefit tradeoffs.
- **High-Density Living / Community Engagement**
  Develop outreach and engagement strategies in high-density residential areas to increase awareness and adoption of transit, rideshare, and other sustainable mobility options.
- **Commercial Park Engagement**
  Efficiently engage commercial park employers to participate in IE Commuter programs, increasing ridematching potential and improving coordinated commuter options within concentrated employment centers.
- **Guaranteed Ride to Work Program**
  Explore options to provide guaranteed rides for disadvantaged communities, reducing transportation barriers to employment while promoting mode shift away from single-occupancy vehicles (SOV).

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EXHIBIT "B"- COMPENSATION AND PAYMENT (COST PROPOSAL)

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EXHIBIT "B"

COMPENSATION SUMMARY[1]

FIRM	PROJECT TASKS/ROLE	COST
Prime Consultant:		
Alta Planning	TDM Services	$ 6,650,000.00
Sub Consultants:		
Journey Mobility		TBD per task order
SUBTOTAL		**6,650,000.00**
OTHER DIRECT COSTS		**350,000.00**
TOTAL COSTS		**$ 7,000,000.00**

[1] Commission authorization pertains to total contract award amount. Compensation adjustments between consultants may occur; however, the maximum total compensation authorized may not be exceeded.

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EXHIBIT "C" FHWA/CALTRANS REQUIREMENTS

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FEDERAL DEPARTMENT OF TRANSPORTATION
FHWA AND CALTRANS REQUIREMENTS

1. FHWA Title VI Assurances.

A. Compliance with Regulations: Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

B. Nondiscrimination: Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information.

E. Sanctions for Noncompliance: In the event of Consultant's noncompliance with the nondiscrimination provisions of this agreement, the Commission shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: i. withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or ii. cancellation, termination or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: Consultant shall include the provisions of paragraphs (A) through (F) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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Consultant shall take such action with respect to any sub-agreement or procurement as the Commission or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request Commission enter into such litigation to protect the interests of the State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

2. ADDITIONAL NONDISCRIMINATION REQUIREMENTS

During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to: Pertinent Non-Discrimination Authorities:

• Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
• The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
• Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
• Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
• The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
• Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
• The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
• Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
• The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
• Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

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• Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
• Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

3. DISCRIMINATION

The Commission shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the implementation of the Caltrans DBE program or the requirements of 49 CFR Part 26. The Commission shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, of sex in the performance of this Agreement. Consultant or subcontractor shall carry out applicable requirements of 49 CFR Part 26 and the Caltrans DBE program in the award and administration of DOT-assisted contracts, as further set forth below. Failure by the Consultant or subcontractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the Commission deems appropriate.

4. PROMPT PAYMENT

A. Consultant agrees to pay each subconsultant under this Agreement for satisfactory performance of its contract no later than 15 days from the receipt of each payment the Consultant receives from the Commission. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Commission. This clause applies to both DBE and non-DBE subcontractors.

B. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Consultant to a subconsultant, Consultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the Consultant to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made. In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

C. The above provisions apply to Consultant's subconsultants who retain subconsultants.

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D. PROMPT PAYMENT CERTIFICATION. The Consultant shall submit Caltrans Exhibit 9-P (available at https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms and incorporated herein by reference) to the Commission by the 15th of the month following the month of any payment(s). If the Consultant does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Caltrans Exhibit 9-P. The submitted forms shall be reviewed by the Commission and submitted to Caltrans.

5. RELEASE OF RETAINAGE

No retainage will be held by the Commission from progress payments due to Consultant. Consultant and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the Commission's prior written approval. Any violation of these provisions shall subject the violating Consultant or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

6. LEGAL REMEDIES

In addition to those contract remedies set forth under relevant provisions of California law, either Party to this Agreement may, where applicable, seek legal redress for violations of this Agreement pursuant to the relevant provisions of 49 C.F.R. Parts 23 and 26, to the relevant federal or state statutory provisions governing civil rights violations, and to the relevant federal and state provisions governing false claims or "whistleblower" actions, as well as any and all other applicable federal and state provisions of law.

The Consultant shall include a provision to this effect in each of its agreements with its subcontractors.

7. DBE PARTICIPATION

NOT USED. THERE IS NO DBE GOAL FOR THIS AGREEMENT. THERE ARE NO DBE REPORTING OR MONITORING REQUIREMENTS FOR THIS AGREEMENT.

8. CONTRACT ASSURANCE; REMEDIES

A. Contract Assurance. Under 49 CFR 26.13(b):
Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Consultant shall carry out applicable

DRAFT

requirements of 49 CFR 26 in the award and administration of federal-aid contracts, as the same were amended by the DOT DBE Interim Final Rule.

B. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Commission appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying Consultant from future proposing as non-responsible

9. DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

In accordance with 49 CFR Part 29, which by this reference is incorporated herein, Consultant's subconsultants completed and submitted the Certificate of subconsultant Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion as part of the Consultant's proposal. If it is later determined that Consultant's subconsultants knowingly rendered an erroneous Certificate, the Commission may, among other remedies, terminate this Agreement.

10. ENVIRONMENTAL COMPLIANCE

A. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000).

B. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

C. Energy Policy and Conservation Act (Pub. L. 94—163, 89 Stat. 871.) — Consultant shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871), which are incorporated by reference in this Contract. (10 CFR 600.236(i)(13).)

11. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, and by signing this Agreement, Consultant certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with

DRAFT

an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

12. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

Consultant shall not obligate or expend any funds to be reimbursed under this Agreement to:

• Procure or obtain;
• Extend or renew a contract to procure or obtain; or
• Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The prohibited vendors (and their subsidiaries or affiliates) are:
• Huawei Technologies Company;
• ZTE Corporation;
• Hytera Communications Corporation;
• Hangzhou Hikvision Digital Technology Company;
• Dahua Technology Company; and
• Subsidiaries or affiliates of the above-mentioned companies.
and customers is sustained.

13. COVERED UNMANNED AIRCRAFT SYSTEMS

To the extent applicable, the Consultant shall comply with the requirements of the American Security Drone Act, Pub. L. No. 118-31, §§ 1821-32 (2023), including the prohibition on use of Federal funds for procurements and operation of covered unmanned aircraft systems from covered entities. Consultant shall ensure that any unmanned aircraft systems, including drones, purchased and/or used to complete the work under the Agreement are not manufactured or assembled by an American Security Drone Act-covered foreign entity. A list of covered foreign entities is maintained by the Federal Acquisition Security Council (FASC) and published in the System for Award Management (SAM). The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FHWA.

ADDITIONAL FEDERAL REQUIREMENTS

Additional federal requirements including, but not limited to, cost principles, accounting and auditing requirements are included in the model Agreement.

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EXHIBIT “D” FTA REQUIREMENTS

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FTA FUNDING REQUIREMENTS

As used herein, "RCTC" shall have the same meaning as the "Commission." The term "contract" or "Contract" shall have the same meaning as the "Agreement." The term "Consultant" shall have the same meaning as "Contractor" as used in the Agreement.

1. No Obligation by the Federal Government

a. RCTC and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b. The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statements or Related Acts

a. The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

b. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l)(1) on the Consultant, to the extent the Federal Government deems appropriate.

c. The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

3. Access to Records

The Consultant agrees to the following access to records requirements:

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a. To provide RCTC, SBCTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Consultant also agrees, pursuant to 49 C. F. R. 633.15 to provide the FTA Administrator or his authorized representatives including any PMO Consultant access to Consultant's records and construction sites pertaining to a major capital project, defined at 49 C.F.R. 633.5, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

b. To make available in the case of a contract for a capital project or improvement, as defined above and awarded by other than competitive bidding in accordance with 49 U.S.C. 5325(a), records related to the contract to RCTC, SBCTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

c. To maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Consultant agrees to maintain same until RCTC, SBCTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

d. To permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

e. To require all subconsultants to comply with this provision.

4. Federal Changes

The Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between RCTC and FTA, or SBCTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

5. Civil Rights

The following requirements apply to the underlying contract:

(1) Nondiscrimination – The following nondiscrimination requirements apply to the underlying contract:

(a) Consultant shall comply with:

(i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.;

DRAFT

(ii) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21, including any amendments thereto.

(iii) Federal transit law, specifically 49 U.S.C. § 5332.

(b) The following is prohibited:

(i) Discrimination based on race, color, religion, national origin, sex (including sexual orientation), disability, or age.

(ii) Exclusion from participating in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332.

(iii) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332.

(iv) Discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.

(b) Consultant shall follow:

(i) the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

(ii) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3.

(iii) All other applicable federal guidance that may be issued.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. . In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623, Federal transit law at 49 U.S.C. § 5332, the Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42

DRAFT

U.S.C. § 6101 *et seq*., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq*., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq*., and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against individuals on the basis of disability, and that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(3) The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. FTA Disadvantaged Business Enterprise (DBE) Requirements

A. General DBE Requirements: In accordance with Federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), Commission has adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs" (the "Regulations"). The Contract is subject to these stipulated regulations.

It is the policy of the Commission to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;

2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;

3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;

4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;

5. Help remove barriers to the participation of DBEs in DOT assisted contracts;

6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and

7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

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B. Discrimination: Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Any terms used herein that are defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations.

C. Commission's Race-Neutral DBE Program: A Race-Neutral DBE Program is one that, while benefiting DBEs, is not solely focused on DBE firms. Therefore, under a Race-Neutral DBE Program, Commission does not establish numeric race-conscious DBE participation goals on its DOT-assisted contracts. There is no FTA DBE goal on this Project.

Consultant shall not be required to achieve a specific level of DBE participation as a condition of contract compliance in the performance of this DOT-assisted contract. However, Consultant shall adhere to race-neutral DBE participation commitment(s) made at the time of award.

D. Race-Neutral DBE Submissions and Ongoing Reporting Requirements (Post-Award): At termination of the Contract, the successful Consultant shall complete and submit to Commission a "DBE Race-Neutral Participation Listing" in the form provided by Commission. In the event DBE(s) are utilized in the performance of the Agreement, Consultant shall comply with applicable reporting requirements.

E. Performance of DBE Subconsultants: DBE subconsultants listed by Consultant in its "DBE Race-Neutral Participation Listing" submitted at the time of proposal shall perform the work and supply the materials for which they are listed, unless Consultant has received prior written authorization from Commission to perform the work with other forces or to obtain the materials from other sources. Consultant shall provide written notification to Commission in a timely manner of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

F. DBE Certification Status: If a listed DBE subconsultant is decertified during the life of this Agreement, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a non-DBE subconsultant becomes a certified DBE during the life of this Agreement, the DBE subconsultant shall notify Consultant in writing with the date of certification. Consultant shall furnish the written documentation to Commission in a timely manner. Consultant shall include this requirement in all subcontracts.

G. Consultant's Assurance Clause Regarding Non-Discrimination: In compliance with State and Federal anti-discrimination laws, Consultant shall affirm that it will not exclude or discriminate on the basis of race, color, national origin, or sex in consideration of contract award opportunities. Further, Consultant shall affirm that they will consider, and utilize subconsultants and vendors, in a manner consistent with non-discrimination objectives.

H. Violations: Failure by the selected Consultant(s) to carry out these requirements shall be a material breach of the contract to be awarded pursuant to this RFP, which may result in the termination of the contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

DRAFT

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the Consultant from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

I. Prompt Payment: Consultant shall pay its subconsultants for satisfactory performance of their contracts no later than 30 days from receipt of each payment Commission makes to the Consultant. 49 C.F.R. § 26.29(a), unless a shorter period is provided in the contract.

J. Compliance with DBE Requirements Contained in FTA Provisions: Consultant shall comply with all DBE reporting and other requirements contained in this Agreement.

K. In accordance with the U.S. Department of Transportation (DOT) Disadvantaged Business Enterprise DBE Interim Final Rule (IFR) published on October 3, 2025 to amend 49 CFR Part 26:

a. Unless otherwise directed by FTA, and not withstanding any other provision herein, the Commission will not engage in compliance monitoring of DBE participation on the Agreement, and no DBE reporting is required.

b. Any DBE participation on the Agreement will not count towards any overall DBE goals.

c. Any changes to 49 CFR Part 26 as set forth in the IFR, as may be amended in the final rule, are hereby incorporated.

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7. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any RCTC requests which would cause RCTC to be in violation of the FTA terms and conditions.

8. Debarment and Suspension.

The Consultant agrees to the following:

(1) It will comply with the following requirements of 2 CFR Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200.

(2) It will not enter into any "covered transaction" (as that phrase is defined at 2 CFR §§ 180.220 and 1200.220) with any subconsultant whose principal is, suspended, debarred, or otherwise

excluded from participating in covered transactions, except as authorized by— (i) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200; (ii) U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180; and (iii) Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended recipients or third party participants.

(3) It will review the U.S. GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," if required by U.S. DOT regulations, 2 CFR Part 1200.

(4) Consultant agrees to include, and require all subconsultants to include, this provision in all subcontracts.

9. ADA Access Requirements

The Consultant shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC Section 12101 et seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794; 49 USC Section 5301(d).

10. Fly America

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To the extent applicable to the Services, the Consultant agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their consultants are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

11. Cargo Preference - Use of United States-Flag Vessels

To the extent applicable to the Services, the Consultant agrees:

1. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

2. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated,

DRAFT

"on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Consultant in the case of a subconsultant's bill-of-lading.)

3. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

12. Buy America

To the extent applicable, the Consultant shall comply with the following:

1. The domestic preference procurement requirements of 49 U.S.C. 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661, to the extent consistent with 49 U.S.C. 5323(j).

2. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

3. Procurement for rolling stock will comply with 49 U.S.C. § 5325 (Contract Requirements), 49 U.S.C. § 5323(j) (Buy America Requirements), 49 U.S.C. § 5323(m) (Pre-Award and Post Delivery Requirements), and 49 U.S.C. § 5318(e) (Bus Testing Requirements), 49 U.S.C. § 5323(u) (limitation on certain rolling stock procurements), and their implementing regulations.

13. Employment Provisions

To the extent applicable to the Services, Consultant shall comply with the following:

A. [For a construction or maintenance project over $2,000] **Davis–Bacon Act, as amended (40 U.S.C. 3141–3148).** When applicable, Contractor shall comply with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor shall pay wages not less than once a week. The non–Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. Contractor shall also comply with the Copeland "Anti–Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides

DRAFT

that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected violations shall be reported to the FTA.

B. [For contracts in excess of $100,000 that involve the employment of mechanics or laborers] **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).** When applicable, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

C. [For contracts not involving construction] **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3702).** Consultant will comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.

D. [For contracts involving commerce] **Fair Labor Standards Act (FLSA) (29 USC 201, et. seq.)**. Consultant will comply with the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201, et seq. to the extent that the FLSA applies to employees performing work with federal assistance provided through the contract involving commerce,

E. Release of Retainage

No retainage will be withheld by the RCTC from progress payments due Consultant. Retainage by Consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant or deficient subconsultant performance, or noncompliance by a subconsultant.

14. Termination for Convenience

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RCTC may terminate the Agreement for convenience in accordance with the terms of the Agreement.

After such termination, the Consultant shall submit a final termination settlement proposal to RCTC as directed. If the Consultant fails to submit a proposal within the time allowed, RCTC may determine, on the basis of information available, the amount, if any due the Consultant because of the termination and shall pay the amount determined. After the Consultant's proposal is received, RCTC and Consultant shall negotiate a fair and equitable settlement and the contract will be modified to reflect the negotiated agreement. If agreement cannot be reached, RCTC may issue a final determination and pay the amount determined. If the Consultant does not agree with this final determination or the determination resulting from the lack of timely submission of a proposal, the Consultant may appeal under the Disputes clause.

15. Administrative and Contractual Remedies on Breach; Termination for Cause

a. The Consultant may be declared in breach of this Agreement ("Breach") if the Consultant fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Consultant fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms. In case of any of the foregoing, RCTC shall notify the Consultant of the Breach, and the Consultant shall have a period of ten (10) days (or such longer period as RCTC may authorize in writing) after receipt of notice from RCTC to cure the Breach.

b. RCTC may, by written notice of termination to the Consultant specifying the effective date thereof, terminate the whole or any part of this contract, in the case of a Breach that is not cured within the timeframe set forth in (a) above ("Uncured Breach").

c. If the contract is terminated in whole or in part for an Uncured Breach, RCTC may procure upon such terms and in such manner as RCTC may deem appropriate, supplies or services similar to those so terminated, or may complete the services with its own forces. The Consultant shall be liable to RCTC for any excess costs for such similar supplies or services, and for any other costs incurred by RCTC as a result of the Uncured Breach. The Consultant shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

d. Except with respect to defaults of Subconsultants, the Consultant shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Consultant. If the failure to perform is caused by the default of a Subconsultant, and if such default arises out of causes beyond the control of both the Consultant and the Subconsultant, and without the fault or negligence of either of them, the Consultant shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required project completion schedule.

e. Payment for completed services or supplies delivered to and accepted by RCTC shall be at the contract price. RCTC may withhold from amounts otherwise due the Consultant for such completed services or supplies such sum as RCTC determines to be necessary to protect RCTC

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against loss because of outstanding liens of claims of former lien holders, or to reimburse RCTC for any other costs related to the Uncured Breach.

f. If, after notice of termination of this contract for cause, it is determined for any reason that an Uncured Breach did not exist, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the provisions for termination for convenience of RCTC.

g. The rights and remedies of RCTC provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

h. Notwithstanding the above, RCTC may, without providing an opportunity to cure, terminate the contract in accordance with the timeframe set forth in Section 17 of the contract, if RCTC determines such action is in its best interest based on the nature of the Breach. Such actions shall not limit any of RCTC's remedies set forth above.

16. Disputes

a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by supplemental agreement shall be decided by RCTC's Deputy Executive Director, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the RCTC Deputy Executive Director shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, Consultant mails or otherwise furnishes to the RCTC Deputy Executive Director a written appeal addressed to RCTC's Executive Director. The decision of RCTC Executive Director or duly authorized representative for the determination of such appeals shall be final and conclusive.

b. The provisions of this Paragraph shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Paragraph, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

c. Pending final decision of a dispute hereunder, Consultant shall proceed diligently with the performance of this Agreement and in accordance with the decision of RCTC's Deputy Executive Director. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any RCTC official or representative on a question of law, which questions shall be settled in accordance with the laws of the State of California.

17. Lobbying

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See the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Consultants who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. The Offeror shall complete and submit with its bid/proposal the attached Certification Regarding Lobbying, and if applicable, the Standard Form-LLL, "Disclosure Form to Report Lobbying."

18. Energy Conservation

The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

19. Clean Water

a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Consultant agrees to report each violation to RCTC and understands and agrees that RCTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The Consultant further agrees that:

(1) It will not use any violating facilities;
(2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
(3) It will report violations of use of prohibited facilities to FTA; and
(4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1388).

The Consultant also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

20. Clean Air

a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Consultant agrees to report each violation to RCTC and understands and agrees that RCTC will, in turn,

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report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The Consultant further agrees that:

(1) It will not use any violating facilities;
(2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
(3) It will report violations of use of prohibited facilities to FTA; and
(4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1388).

c. The Consultant also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

21. Solid Wastes

Recovered Materials - The Consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

22. Safe Operation of Motor Vehicles

Pursuant to Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party consultant to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project.

a. The Consultant is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Consultant or RCTC.
b. The Consultant agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this contract.

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23. Notification to FTA.

a. If a current or prospective legal matter that may affect the Federal Government emerges, the Consultant must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which this Agreement is being performed. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

b. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

c. *Additional Notice to U.S. DOT Inspector General*. The Consultant must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Commission located, if Consultant has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Consultant. In this paragraph, "promptly" means to refer information without delay and without change.

24. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Consultant shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Contract. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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25. Prohibited Transactions

Consultant certifies that:

a. Consultant does not have any unpaid Federal tax liability assessed, for which all judicial and administrative have been exhausted or have lapsed, and that in a timely manner pursuant to an agreement authority responsible for collecting the tax liability

b. Consultant was not convicted of the felony criminal violation Federal law within the preceding 24 months.

c. If Consultant cannot so certify, RCTC agrees to refer the matter to FTA and not to enter into any contract with Consultant without FTA's written approval

d. Consultant shall include, and require all subconsultants to include, this provision in all subcontracts.

26. Trafficking in Persons.

a. Consultant shall comply with section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended; 22 U.S.C. § 7104(g); and the terms of this section.

b. Definitions. Consultant agrees that for purposes of this section:

(i) Employee, for purposes of this section only, means either an individual who is employed by the Consultant or whose services are provided on a volunteer basis for the Consultant, and is participating in the Project or related activities as set forth in the Agreement,

(ii) Forced labor means labor obtained by recruitment, harboring, transportation, provision, or other means of obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(iii) Severe forms of trafficking in persons has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102. 23

(iv) Commercial sex act has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

(vi) Coercion has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

c. Consultant requirements:

(i) Consultant shall inform FTA and RCTC immediately of any information it receives from any source alleging a violation of the prohibitions in this section.

(ii) Consultant agrees that it and its employees that participate in this Agreement, may not:

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(1) Engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect,

(2) Procure a commercial sex act during the period of time that this Agreement is in effect, or

(3) Use forced labor in the performance of this Agreement or any subagreements hereunder.

d. Consultant shall include, and require all subconsultants to include, this provision in all subcontracts.

27. Covered Unmanned Aircraft Systems

To the extent applicable, the Consultant shall comply with the requirements of the American Security Drone Act, Pub. L. No. 118-31, §§ 1821-32 (2023), including the prohibition on use of Federal funds for procurements and operation of covered unmanned aircraft systems from covered entities. Consultant shall ensure that any unmanned aircraft systems, including drones, purchased and/or used to complete the work under the Agreement are not manufactured or assembled by an American Security Drone Act-covered foreign entity. A list of covered foreign entities is maintained by the Federal Acquisition Security Council (FASC) and published in the System for Award Management (SAM). The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

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EXHIBIT "E"

CERTIFICATE OF CONSULTANT

[attached behind this page]

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CERTIFICATE OF CONSULTANT

I HEREBY CERTIFY that I am the _____ and duly authorized representative of the firm of _____ whose address is _____, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor

(b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

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By: _____
Signature

_____
Name

_____
Title

_____

EXHIBIT "F" – LOBBYING ACTIVITIES DISCLOSURE

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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:
☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:
☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:
☐ a. initial
b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity
☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobbying Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)
$_____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):
☐ a. cash
☐ b. in-kind; specify: nature _____
Value _____

14. Type of Payment (check all that apply)
☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: Steven Frieson, PE

Title: Vice President

Telephone No.: 213 489-7443 Date: 2/2/26

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Standard Form LLL Rev. 04-28-06

Not Applicable
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Distribution: Orig- Local Agency Project Files

Agreement No. 26-41-057-00

**PROFESSIONAL SERVICES AGREEMENT
WITH FHWA AND FTA FUNDING ASSISTANCE**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT WITH
HNTB CORPORATION
FOR ON-CALL
TRANSPORTATION DEMAND MANAGEMENT SERVICES**

Parties and Date.

This Agreement is made and entered into this ___ day of _____, 2026, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and HNTB CORPORATION ("Consultant"), a CORPORATION. The Commission and Consultant are sometimes referred to herein individually as “Party”, and collectively as the “Parties”.

Recitals.

A. On November 8, 1988 the Voters of Riverside County approved Measure A authorizing the collection of a one-half percent (1/2 %) retail transactions and use tax (the "tax") to fund transportation programs and improvements within the County of Riverside, and adopting the Riverside County Transportation Improvement Plan (the "Plan").

B. Pursuant to Public Utility Code Sections 240000 et seq., the Commission is authorized to allocate the proceeds of the Tax in furtherance of the Plan.

C. On November 5, 2002, the voters of Riverside County approved an extension of the Measure A tax for an additional thirty (30) years for the continued funding of transportation and improvements within the County of Riverside.

D. The Commission, in partnership with San Bernardino County Transportation Authority (SBCTA), administers the IE Commuter program, which serves as the region’s flagship Transportation Demand Management (“TDM”) program.

E. The IE Commuter program is seeking innovative and cost-effective solutions that reduce single-occupancy vehicle trips, manage travel demand, and improve mobility for Riverside and San Bernardino County residents, as well as for the regional employers to which Inland Empire residents commute.

F. Consultant shall provide services on an on-call basis to support a wide variety of TDM projects, programs, and initiatives for the benefit of the Commission and SBCTA in implementation of the TDM program.

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F. The sources of funding for payment for on-call professional consulting services provided under this Agreement may include the following funding sources:

> Commission Measure A funds, Federal Highway Administration (FHWA), Federal Transit Administration (FTA), state funds through Caltrans, or SBCTA reimbursements (from local or federal funds)

In relation to such funding, Consulant shall execute and submit to the Commission the certification shown in Exhibit "E" attached hereto and incorporated herein by reference. Consultant shall comply with all funding source requirements as further set forth in this Agreement and the attached exhibits.

G. Consultant desires to perform and assume responsibility for the provision of certain on-call services for the TDM program. Services shall be provided for the Commission or for the benefit of SBCTA, as directed, on the terms and conditions set forth in this Agreement and in the task order(s) to be solicited, awarded and authorized by Commission as further described in this Agreement ("Task Order"). Consultant represents that it is experienced in providing such services to public clients, is licensed in the State of California (if necessary), and is familiar with the plans of the Commission.

H. Commission desires to engage Consultant to render such services on an on-call basis. Services shall be ordered by Task Order(s) to be issued pursuant to this Agreement for future projects as set forth herein and in each Task Order (each such project shall be designated a "Project" under this Agreement).

Terms.

1. General Scope of Services. Consultant shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise, and incidental and customary work necessary to fully and adequately supply the on-call TDM program related services for the Projects ("Services"). The Services are generally described in Exhibit "A" attached hereto and incorporated herein by reference. The Services shall be more particularly described in the individual Task Orders issued by the Commission's Executive Director or designee. No Services shall be performed unless authorized by a Task Order. All Services shall be subject to, and performed in accordance with, this Agreement, the relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

2. Task Orders; Commencement of Services; Schedule of Services. Services under this Agreement shall be requested by the Commission pursuant to Task Order requests. If Commission accepts Consultant's Task Order proposal, Commission shall issue a purchase order or executed task order for the Services ("Commission's Task Order Authorization"). Consultant's agreement to the final terms of a proposed Task Order, Commission's Task Order Authorization and Consultant's commencement of the Services shall indicate the Parties' agreement to the terms of the relevant Task Order.

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Consultant shall commence Services under a Task Order within five (5) days of receiving Commission's Task Order Authorization, or as otherwise specified in the Task Order request.

Consultant shall perform the Services expeditiously, in accordance with any schedule for the Services set forth in a Task Order ("Schedule of Services"). 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, Commission shall respond to Consultant's submittals in a timely manner. Upon request of the Commission, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

Task Orders may not be used to amend the language (or the terms) of this Agreement or to exceed the scope of work under this Agreement.

3. Pre-Award Audit. As a result of the funding for this Project, and to the extent Caltrans procedures apply in connection therewith, issuance of a "Notice to Proceed" or other authorization to proceed under a Task Order may be contingent upon completion and approval of a pre-award audit. Any questions raised during the pre-award audit shall be resolved before Services are commenced under a Task Order. The funding provided under this Agreement is contingent on meeting all funding requirements and could be withdrawn, thereby entitling the Commission to terminate this Agreement, if the procedures are not completed. The Consultant's files shall be maintained in a manner to facilitate State process reviews. In addition, Caltrans may require that prior to performance of any work for which funding reimbursement through Caltrans is requested and provided, that Caltrans must give to Commission an "Authorization to Proceed".

4. Audit Procedures.

4.1 Consultant and certain subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an Independent Cost Review (ICR) Audit, or a CPA ICR audit work paper review. If selected for audit or review, this Agreement, Consultant's cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. This Agreement, Consultant's cost proposal, and ICR shall be adjusted by Consultant and approved by the Commission's contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into this Agreement by this reference if directed by Commission at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of the Agreement terms and cause for termination of this Agreement and disallowance of prior reimbursed costs. Additional audit provisions applicable to this Agreement are set forth in Sections 22 and 23 of this Agreement.

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Section 4.2 and 4.3 shall apply to the extent applicable to the Task Order and funding source.

4.2 During any Caltrans' review of the ICR audit work papers created by the Consultant's independent CPA (which may include review by the Independent Office of Audits and Investigations), Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, Commission will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines is received and approved by Caltrans.

Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

4.3 If Caltrans is unable to issue a cognizant letter per Section 4.2 above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the Caltrans' management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

If the Consultant fails to comply with the provisions of this Section 4, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in Section 4.2 above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

Consultant may submit to Commission final invoice only when all of the following items have occurred: (1) Caltrans accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of Commission; and, (3) Caltrans has issued its final ICR review letter. The Consultant must submit its final invoice to Commission no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all Task Orders issued under this Agreement, and all other

DRAFT

agreements executed between the Commission and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

5. Term.

5.1 This Agreement shall go into effect on the date first set forth above, contingent upon approval by Commission, and shall remain in effect for three (3) years, unless extended by contract amendment. The Commission may extend the term of this Agreement, in its sole discretion, for two (2) additional one (1) year period. No Task Order shall extend beyond the expiration date of this Agreement.

5.2 Consultant is advised that any recommendation for contract award is not binding on Commission until this Agreement is fully executed and approved by the Commission.

5.3 This Agreement shall remain in effect for the term set forth above, 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. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

6. Commission's Contract Administrator. The Commission hereby designates the Commission's Executive Director, or his or her designee, to act as its Contract Administrator for the performance of this Agreement ("Commission's Contract Administrator"). Commission's Contract Administrator shall have the authority to act on behalf of the Commission for all purposes under this Agreement. Commission's Contract Administrator shall also review and give approval, as needed, to the details of Consultant's work as it progresses. Consultant shall not accept direction or orders from any person other than the Commission's Contract Administrator or his or her designee.

7. Consultant's Representative. Consultant hereby designates ANDREW QUINN to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her professional 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. Consultant shall work closely and cooperate fully with Commission's Contract Administrator and any other agencies which may have jurisdiction over, or an interest in, the Services. Consultant's Representative shall be available to the Commission staff at all reasonable times. Any substitution in Consultant's Representative shall be approved in writing by Commission's Contract Administrator.

8. Substitution of Key Personnel. Consultant has represented to the Commission 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 by the

DRAFT

Commission. In the event that the Commission and Consultant cannot agree as to the substitution of the key personnel, the Commission shall be entitled to terminate this Agreement for cause, pursuant to the provisions herein. The key personnel for performance of this Agreement are: ANDREW QUINN, NICK MEYERS, LOGAN SELLECK, ANNA FINLAY, PETER COSTA, ELLIOT HUBBARD or as otherwise identified in the Task Order.

9. Standard of Care; License. Consultant represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Agreement to fully and adequately complete the Project. Consultant shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents and warrants to the Commission that its employees and subcontractors 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. Consultant shall perform, at its own cost and expense and without reimbursement from the Commission, 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, and shall be fully responsible to the Commission and SBCTA for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions. Any employee of Consultant or its sub-consultants who is determined by the Commission 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 the Commission, 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.

10. 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. Commission retains Consultant on an independent contractor basis and not as an employee, agent or representative of the Commission. 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 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 and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, disability insurance, and workers' compensation insurance. Consultant hereby indemnifies and holds the Commission and SBCTA harmless, pursuant to the indemnification provisions contained in this Agreement, from any and all claims that may be made against the Commission based

DRAFT

upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

11. Project Progress.

11.1 Modification of the Schedule. Consultant shall regularly report to the Commission, through correspondence or progress reports, its progress in providing required Services within the scheduled time periods. Commission shall be promptly informed of all anticipated delays. In the event that Consultant determines that a schedule modification is necessary, Consultant shall promptly submit a revised Schedule of Services for approval by Commission's Contract Administrator.

11.2 Trend Meetings. Consultant shall conduct trend meetings with the Commission's Contract Administrator and other interested parties, as requested by the Commission, and as may be mutually scheduled by the Parties. These trend meetings will encompass focused and informal discussions concerning scope, schedule, and current progress of Services, relevant cost issues, and future Project objectives.

11.3 Progress Reports. As part of its monthly invoice, Consultant shall submit a progress report, in a form determined by the Commission, which will indicate the progress achieved during the previous month in relation to the Schedule of Services. Submission of such progress report by Consultant shall be a condition precedent to receipt of payment from the Commission for each monthly invoice submitted.

12. Delay in Performance.

12.1 Excusable Delays. Should Consultant be delayed or prevented from the timely performance of any act or Services required by the terms of the Agreement by reason of acts of God or of the public enemy, acts or omissions of the Commission or other governmental agencies in either their sovereign or contractual capacities, fires, floods, pandemics, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, performance of such act shall be excused for the period of such delay.

12.2 Written Notice. If Consultant believes it is entitled to an extension of time due to conditions set forth in subsection 12.1, Consultant shall provide written notice to the Commission within seven (7) working days from the time Consultant knows, or reasonably should have known, that performance of the Services will be delayed due to such conditions. Failure of Consultant to provide such timely notice shall constitute a waiver by Consultant of any right to an excusable delay in time of performance.

12.3 Mutual Agreement. Performance of any Services under this Agreement may be delayed upon mutual agreement of the Parties. Upon such agreement, Consultant's Schedule of Services shall be extended as necessary by the Commission. Consultant shall take all reasonable steps to minimize delay in completion, and additional costs, resulting from any such extension.

DRAFT

13. Preliminary Review of Work. All reports, working papers, and similar work products prepared for submission in the course of providing Services under this Agreement shall be submitted to the Commission's Contract Administrator in draft form, and the Commission may require revisions of such drafts prior to formal submission and approval. In the event that Commission's Contract Administrator, in his or her sole discretion, determines the formally submitted work product to be not in accordance with the standard of care established under this Agreement, Commission's Contract Administrator may require Consultant to revise and resubmit the work at no cost to the Commission.

14. Appearance at Public Meetings. If requested by the Commission, Consultant shall render assistance at public meetings related to the Project or necessary to the performance of the Services.

15. Opportunity to Cure; Inspection of Work. Commission may provide Consultant an opportunity to cure, at Consultant's expense, all errors and omissions which may be disclosed during Project implementation. Should Consultant fail to make such correction in a timely manner, such correction may be made by the Commission, and the cost thereof charged to Consultant. Consultant shall allow the Commission's Contract Administrator and Caltrans to inspect or review Consultant's work in progress at any reasonable time.

16. Copyrights in Connection with Federal Funding. In the event copyrights are permitted under this Agreement, then in connection with Federal funding, it is hereby acknowledged and agreed that the United States Department of Transportation shall have the royalty-free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.

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

18. Fees and Payment.

18.1 The method of payment for this Agreement will be based specific rates of compensation. Consultant will be reimbursed for hours worked at the hourly rates specified in the Consultant's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer

DRAFT

payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this Agreement.

18.2 In addition, Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.

18.3 Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in Consultant's approved Cost Proposal.

18.4 Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. Consultant will be responsible for transportation and subsistence costs in excess of State rates.

18.5 When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

18.6 Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred. No payment will be made prior to approval or for any work performed prior to approval of this Agreement, or prior to issuance of a Task Order.

18.7 Consultant will be reimbursed within thirty (30) days upon approval by Commission's Contract Administrator of itemized invoices submitted by Consultant. Separate invoices itemizing all costs are required for all work performed under each Task Order. Commission's Contract Administrator shall notify Consultant of any disputed items contained in an invoice, and payment for such items shall be withheld pending resolution of the Commission's concerns.

18.8 Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which Consultant is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number, project title and Task Order number.

Invoices shall be mailed to Commission's Contract Administrator at the following address:

Riverside County Transportation Commission
Attention: Accounts Payable
P.O. 12008
Riverside, CA 92502

18.9 The total amount payable by Commission for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by

DRAFT

amendment. If Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

18.10 Commission has or will enter into seven (7) task order contracts for performance of the Scope of Services identified in Exhibit "A", including this Agreement ("On-Call TDM Contracts"). The other On-Call TDM Contracts are Agreement 26-41-035-00 (AECOM Technical Services), Agreement 26-41-056-00 (Alta Planning + Design), Agreement 26-41-058-00 (ICF Consulting), Agreement 26-41-059-00 (Media Beef), Agreement 26-41-060-00 (Nelson\Nygaard Consulting Associates), and Agreement 26-41-061-00 (Steer Davies & Gleave). The total amount payable by Commission for the On-Call TDM Contracts shall not exceed a cumulative maximum total value of **Seven Million Dollars ($7,000,000) ("NTE Sum")**. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under the On-Call TDM Contracts through Task Orders. Each time a Task Order is awarded under any of the On-Call TDM Contracts, Commission must send written notification to Consultant and each of the other consultants entering into the On-Call TDM Contracts. The notice must identify the total funds allocated under issued Task Orders, and the remaining unencumbered amount of the NTE Sum. Consultant acknowledges and agrees that Commission must not pay any amount under this Agreement that would exceed the NTE Sum, and Consultant must not enter into a Task Order that exceeds the NTE Sum.

18.11 All subcontracts in excess of $25,000 shall contain the above provisions.

19. Disputes.

19.1 Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by mutual agreement of the Parties shall be decided by a committee consisting of RCTC's Contract Administrator and the Director of Capital Projects, who may consider written or verbal information submitted by Consultant.

19.2 Not later than 30 days after completion of all Services under this Agreement, Consultant may request review by the Commission's Executive Director of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

19.3 Neither the pendency of a dispute, nor its consideration by the committee will excuse Consultant from full and timely performance in accordance with the terms of this Agreement.

DRAFT

20. Termination; Suspension.

20.1 Commission reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to Consultant, for any or no reason, with the reasons for termination stated in the notice. Commission may terminate Services under a Task Order, at any time, for any or no reason, with the effective date of termination to be specified in the notice of termination of Task Order.

20.2 Commission may terminate this Agreement with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, Commission may proceed with the Services in any manner deemed proper by Commission. If Commission terminates this Agreement with Consultant, Commission shall pay Consultant the sum due to Consultant under this Agreement for Services completed and accepted prior to termination, unless the cost of completion to Commission exceeds the funds remaining in the Agreement. In such case, the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.

20.3 In addition to the above, payment upon termination shall include a prorated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed Services. Consultant shall provide documentation deemed adequate by Commission's Contract Administrator to show the Services actually completed by Consultant prior to the effective date of termination. This Agreement shall terminate on the effective date of the Notice of Termination

20.4 Upon receipt of the written Notice of Termination, Consultant shall discontinue all affected Services as directed in the Notice or as otherwise provided herein, and deliver to the Commission all Documents and Data, as defined in this Agreement, as may have been prepared or accumulated by Consultant in performance of the Services, whether completed or in progress.

20.5 In addition to the above, Consultant shall be liable to the Commission for any reasonable additional costs incurred by the Commission to revise work for which the Commission has compensated Consultant under this Agreement, but which the Commission has determined in its sole discretion needs to be revised, in part or whole, to complete the Project because it did not meet the standard of care established in this Agreement. Termination of this Agreement for cause may be considered by the Commission in determining whether to enter into future agreements with Consultant.

20.6 The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

20.7 Consultant, in executing this Agreement, shall be deemed to have waived any and all claims for damages which may otherwise arise from the Commission's termination of this Agreement, for convenience or cause, as provided in this Section.

DRAFT

20.8 Consultant may not terminate this Agreement except for cause.

21.9 In addition to the termination rights above, Commission may temporarily suspend this Agreement or Services under any Task Order, at no additional cost to Commission, provided that Consultant is given written notice of temporary suspension. If Commission gives such notice of temporary suspension, Consultant shall immediately suspend its activities under the relevant Task Order(s). A temporary suspension may be issued concurrent with a notice of termination.

21. Cost Principles and Administrative Requirements.

21.1 Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

21.2 Consultant also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

21.3 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to Commission.

21.4 All subcontracts in excess of $25,000 shall contain the above provisions.

22. Retention of Records/Audit. For the purpose of determining compliance with, as applicable, 2 CFR Part 200, Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this Agreement pursuant to Government Code 8546.7; Consultant, subconsultants, and Commission shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under this Agreement. The State, State Auditor, Commission, or any duly authorized representative of the State or Federal Government shall have access to any books, records, and documents of Consultant and it's certified public accountants (CPA) work papers that are pertinent to this Agreement and, if applicable, indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of $25,000 shall contain this provision.

22.1 Accounting System. Consultant and its subcontractors shall establish and maintain an accounting system and records that properly accumulate and

DRAFT

segregate expenditures by line item for the Services. The accounting system of Consultant and its subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

23. Audit Review Procedures.

23.1 Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by Commission's Chief Financial Officer.

23.2 Not later than 30 days after issuance of the final audit report, Consultant may request a review by Commission's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

23.3 Neither the pendency of a dispute nor its consideration by Commission shall excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.

24. Subcontracting.

24.1 Nothing contained in this Agreement or otherwise, shall create any contractual relation between Commission and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to Commission and SBCTA for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from Commission's obligation to make payments to the Consultant.

24.2 Consultant shall perform the Services contemplated with resources available within its own organization and no portion of the Services pertinent to this Agreement shall be subcontracted without written authorization by Commission's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

24.3 Consultant shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to Consultant by Commission.

24.4 Any subcontract in excess of $25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.

24.5 Any substitution of subconsultant(s) must be approved in writing by Commission's Contract Administrator prior to the start of work by the subconsultant(s).

24.6 Exhibit "B" may set forth the rates at which each subconsultant shall bill the Consultant for Services and that are subject to reimbursement by the Commission

DRAFT

to Consultant. Additional Direct Costs, as defined in Exhibit "B" shall be the same for both the Consultant and all subconsultants, unless otherwise identified in Exhibit "B" or in a Task Order. The subconsultant rate schedules and cost proposals contained herein are for accounting purposes only.

25. Equipment Purchase

25.1 Prior authorization, in writing, by Commission's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract for supplies, equipment, or services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

25.2 For purchase of any item, service or consulting work not covered in the Cost Proposal and exceeding $5,000 prior authorization, in writing, by Commission's Contract Administrator is required. Three competitive quotations must be submitted with the request for such purchase, or the absence of bidding must be adequately justified.

25.3 Any equipment purchased as a result of this Agreement is subject to the following: Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, Commission shall receive a proper refund or credit at the conclusion of this Agreement, or if this Agreement is terminated, Consultant may either keep the equipment and credit Commission in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established Commission procedures; and credit Commission in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by Commission and Consultant. If Consultant determines to sell the equipment, the terms and conditions of such sale must be approved in advance by Commission. 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the Project.

25.4 All subcontracts in excess $25,000 shall contain the above provisions.

26. Labor Code Requirements.

26.1 Prevailing Wages.

(a) If applicable, Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the Services.

(b) When prevailing wages apply to the Services described in the Scope of Services, transportation and subsistence costs shall be reimbursed at the

DRAFT

minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

(c) Copies of the prevailing rate of per diem wages in effect at commencement of this Agreement are on file at the Commission's offices. 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 shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Commission, SBCTA and their elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

26.2 DIR Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

26.3 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Consultant or the Services are not subject to the Eight-Hour Law. Consultant shall forfeit to Commission as a penalty, $50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

26.4 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade

DRAFT

shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Consultant

27. Ownership of Materials/Confidentiality.

27.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission and SBCTA to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data 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 subcontractors to agree in writing that Commission and SBCTA are granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such 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 the Commission or SBCTA.

Commission and SBCTA 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 Commission's and SBCTA's sole risk.

27.2 Intellectual Property. In addition, Commission and SBCTA 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.

The Commission and SBCTA shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or

DRAFT

not paid for wholly or in part by Commission, 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 Commission.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors 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 Commission.

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.

Commission 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.

27.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Commission, 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 Commission's or SBCTA'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 Commission.

27.4 Infringement Indemnification. Consultant shall defend, indemnify and hold the Commission, SBCTA, their 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 Commission or SBCTA of the Documents & Data, including any method, process, product, or concept specified or depicted.

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28. Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold Commission, SBCTA and their directors, officials, officers, employees, consultants, 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, inverse condemnation, and any claims related to property acquisition and relocation rules or failure to detect or abate hazardous materials, which are brought by a third party, and which , in any manner arise out of or are incident to alleged negligent 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 consequential damages, expert witness fees, 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 Commission, SBCTA, and their directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission, SBCTA or their directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, SBCTA and their directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's 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 Commission, SBCTA or their directors, officials officers, employees, consultants, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

29. Insurance.

29.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this Section, in a form and with insurance companies acceptable to the Commission. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this Section.

29.2 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

DRAFT

performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors 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. Limits may be achieved by any combination of primary and excess or umbrella liability insurance; (2) *Automobile Liability:* $2,000,000 per accident for bodily injury and property damage. Limits may be achieved by any combination of primary and excess or umbrella liability insurance; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of $1,000,000 per accident.

29.3 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 Project, errors and omissions liability insurance appropriate to their profession. For Consultant, 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. Subconsultants of Consultant shall obtain such insurance in an amount not less than $1,000,000 per claim. Notwithstanding the foregoing, the Commission may consider written requests to lower or dispense with the errors and omissions liability insurance requirement contained in this Section for certain subconsultants of Consultant, on a case-by-case basis, depending on the nature and scope of the Services to be provided by the subconsultant. Approval of such request shall be in writing, signed by the Commission's Contract Administrator.

29.4 Network and Privacy Insurance. Consultant shall procure and maintain Network and Privacy (Errors and Omissions) insurance in an amount of not less than $1,000,000 per claim and $1,000,000 in the annual aggregate, protecting

DRAFT

Commission and SBCTA from the following exposures relating to performance under this Agreement:

(a) the theft, dissemination and/or unauthorized disclosure or use of confidential information and personally identifiable information (not to be limited bank information, social security numbers, health information, credit card account information, and confidential corporate information). Such insurance shall also include coverage for credit monitoring, notification expenses and other related costs associated with mitigating a data security or privacy breach; and

(b) the introduction of a computer virus into, or otherwise causing damage to, a computer, computer system, network or similar computer-related property and the data, software, and programs used herein.

If such insurance is maintained on an occurrence basis, Consultant shall maintain such insurance for an additional period of one year following the end of the term of this Agreement. If such insurance is maintained on a claims-made basis, Consultant shall maintain such insurance for an additional period of three years following the end of the term of this Agreement.

29.5 Aircraft Liability Insurance. Prior to conducting any Services requiring use of aircraft (including drones), Consultant shall procure and maintain, or cause to be procured and maintained, aircraft liability insurance or equivalent form, with a single limit as shall be required by the Commission. Such insurance shall include coverage for owned, hired and non-owned aircraft and passengers, and shall name, or be endorsed to name, the Commission, SBCTA and their directors, officials, officers, employees and agents as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant.

29.6 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the Commission 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 this Agreement.

DRAFT

(iii) The policy shall give the Commission, SBCTA and their directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from the Commission's, or SBCTA'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. The automobile liability policy shall be endorsed to state that: (1) the Commission, SBCTA and their directors, officials, officers, employees and agents 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 the Commission, SBCTA and their directors, officials, officers, employees and agents, 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 the Commission, SBCTA and their directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(c) Workers' Compensation and Employers Liability Coverage.

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

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

(d) All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

(ii) 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 the Commission, SBCTA and their directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits

DRAFT

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.

(iii) 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 the Commission. 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).

(iv) Consultant shall provide the Commission 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 the Commission at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Except as otherwise specified in 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.

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Commission, 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.

(vii) 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, Commission has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Commission will be promptly reimbursed by Consultant or Commission will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Commission may cancel this Agreement. The Commission may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(viii) Neither the Commission, SBCTA nor any of their directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

DRAFT

(ix) All insurance required by this Agreement shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Commission, SBCTA, their directors, officials, officers, employees and agents. All policies shall waive any right of subrogation of the insurer against the Commission, SBCTA, their directors, officials, officers, employees and agents, or any other additional insureds, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Commission, SBCTA, their directors, officials, officers, employees, and agents, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

29.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. If the Commission does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of the Commission, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Commission, SBCTA, their directors, officials, officers, employees and agents; or, (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expense.

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

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

29.10 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Commission that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Commission as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

29.11 Other Insurance. At its option, the Commission may require such additional coverage(s), limits and/or the reduction of deductibles or retentions it considers reasonable and prudent based upon risk factors that may directly or indirectly impact the Project. In retaining this option Commission does not warrant Consultant's

DRAFT

insurance program to be adequate. Consultant shall have the right to purchase insurance in addition to the insurance required in this Section.

30. 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 subcontractors, 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.

31. Additional Work. Any work or activities that are in addition to, or otherwise outside of, the Services to be performed pursuant to this Agreement shall only be performed pursuant to a separate agreement between the parties. Notwithstanding the foregoing, the Commission's Executive Director may make a change to the Agreement, other than a Cardinal Change. For purposes of this Agreement, a Cardinal Change is a change which is "outside the scope" of the Agreement; in other words, work which should not be regarded as having been fairly and reasonably within the contemplation of the parties when the Agreement was entered into. An example of a change which is not a Cardinal Change would be where, in a contract to construct a building there are many changes in the materials used, but the size and layout of the building remains the same. Cardinal Changes are not within the authority of this provision to order, and shall be processed by the Commission as "sole source" procurements according to applicable law, including the requirements of FTA Circular 4220.1D, paragraph 9(f).

(a) In addition to the changes authorized above, a modification which is signed by Consultant and the Commission's Executive Director, other than a Cardinal Change, may be made in order to: (1) make a negotiated equitable adjustment to the Agreement price, delivery schedule and other terms resulting from the issuance of a Change Order, (2) reflect definitive letter contracts, and (3) reflect other agreements of the parties modifying the terms of this Agreement ("Bilateral Contract Modification").

(b) Consultant shall not perform, nor be compensated for any change, without written authorization from the Commission's Executive Director as set forth herein. In the event such a change authorization is not issued and signed by the Commission's Executive Director, Consultant shall not provide such change.

32. Prohibited Interests.

DRAFT

32.1 Solicitation. 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, the Commission shall have the right to rescind this Agreement without liability.

32.2 Consultant Conflict of Interest.

(a) Consultant shall disclose any financial, business, or other relationship with Commission that may have an impact upon the outcome of this Agreement. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

(b) Any subcontract in excess of $25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

32.3 Commission Conflict of Interest. For the term of this Agreement, no member, officer or employee of the Commission, during the term of his or her service with the Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

32.4 Conflict of Employment. Employment by the Consultant of personnel currently on the payroll of the Commission shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Consultant of personnel who have been on the Commission payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon the Consultant securing this or related Agreements with the Commission, is prohibited.

32.5 Covenant Against Contingent Fees. As required in connection with federal funding, the Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the Commission shall have the right to terminate this Agreement without liability pursuant to the terms herein, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

DRAFT

32.6 Rebates, Kickbacks or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any Commission employee. For breach or violation of this warranty, Commission shall have the right in its discretion; to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

32.7 Covenant Against Expenditure of Commission, State or Federal Funds for Lobbying. The Consultant certifies that to the best of his/ her knowledge and belief no state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of the Consultant to any person for the purpose of influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the award of any state or federal contract, grant, loan, or cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

(a) If any funds other than federal appropriated funds have been paid, or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this Agreement, the Consultant shall complete and submit the attached Exhibit "F", Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with the attached instructions.

(b) The Consultant's certification provided in this Section is a material representation of fact upon which reliance was placed when this Agreement was entered into, and is a prerequisite for entering into this Agreement pursuant to Section 1352, Title 31, US. Code. Failure to comply with the restrictions on expenditures, or the disclosure and certification requirements set forth in Section 1352, Title 31, US. Code may result in a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(c) The Consultant also agrees by signing this Agreement that he/she shall require that the language set forth in this Section be included in all Consultant subcontracts which exceed $100,000, and that all such subcontractors shall certify and disclose accordingly.

32.8 Employment Adverse to the Commission. Consultant shall notify the Commission, and shall obtain the Commission’s written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against the Commission during the term of this Agreement.

33. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee

DRAFT

or applicant for employment because of race, religion, color, national origin, 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.

34. Right to Employ Other Consultants. Commission and SBCTA reserve the right to employ other consultants in connection with the Project.

35. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California. Venue shall be in Riverside County.

36. Disputes; Attorneys' Fees.

36.1 Prior to commencing any action hereunder, the Parties shall attempt in good faith to resolve any dispute arising between them. The pendency of a dispute shall not excuse Consultant from full and timely performance of the Services.

36.2. If the Parties are unable to resolve a dispute after attempting in good faith to do so, the Parties may seek any other available remedy to resolve the dispute. 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 attorneys' fees and, all other costs of such actions.

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

38. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

39. 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:	**COMMISSION**:
HNTB Corporation	Riverside County
3633 Inland Empire Blvd	Transportation Commission
Ste. 955	4080 Lemon Street, 3rd Floor
Ontario, CA 91764	Riverside, CA 92501
Attn: Kevin A. Haboian	Attn: 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.

DRAFT

40. Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services. Notwithstanding the foregoing, if any provision of this Agreement conflicts in any way with a state or federal requirement, as directed by the Commission (i) the state or federal requirement shall govern; or (ii) the more stringent requirement shall apply.

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

42. Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements or understandings.

43. 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.

44. Provisions Applicable When State Funds or Federal Funds Are Involved. When funding for the Services under a Task Order is provided, in whole or in part, from the FHWA, or from state funds through Caltrans, Consultant shall also fully and adequately comply with the applicable provisions included in Exhibit "C" (FHWA/Caltrans Requirements) attached hereto and incorporated herein by reference. When funding for the Services under a Task Order is provided, in whole or in part, from the FTA, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (FTA Requirements) attached hereto and incorporated herein by reference.

45. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, shall survive any such expiration or termination.

46. No Third Party Beneficiaries. SBCTA is an intended third party beneficiary of any right or benefit granted to SBCTA under this Agreement. Except as set forth in the foregoing sentence, there are no other intended third party beneficiaries of any right or obligation assumed by the Parties.

47. Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require 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.

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

DRAFT

49. Subpoenas or Court Orders. Should Consultant receive a subpoena or court order related to this Agreement, the Services or the Project, Consultant shall immediately provide written notice of the subpoena or court order to the Commission. Consultant shall not respond to any such subpoena or court order until notice to the Commission is provided as required herein, and shall cooperate with the Commission in responding to the subpoena or court order.

50. 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 the Commission. 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.

51. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of Commission.

52. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

53. No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

55. Electronically Transmitted Signatures; Electronic Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

DRAFT

[Signatures on following page]

SIGNATURE PAGE
TO
PROFESSIONAL SERVICES AGREEMENT
WITH STATE AND FHWA FUNDING/ASSISTANCE

ON CALL TRANSPORTATION DEMAND MANAGEMENT SERVICES

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	**CONSULTANT HNTB CORPORATION**
By:_____ Aaron Hake, Executive Director	By: _____ Signature
	_____ Name
Approved as to Form:	_____ Title
By:_____ Best, Best & Krieger LLP General Counsel	**ATTEST:**
	By: _____
	Its: _____

DRAFT

* 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 RCTC.

EXHIBIT "A" - SCOPE OF SERVICES

DRAFT

APPENDIX A

Statement of Services

On-Call Transportation Demand Management Services

The Riverside County Transportation Commission (RCTC) seeks to identify and select a bench of qualified consultants that demonstrate the experience, knowledge, and capacity to provide planning, design, evaluation, implementation, marketing, communications, and outreach services in support of Transportation Demand Management (TDM) strategies. Successful consultants will provide innovative and cost-effective solutions that reduce single-occupancy vehicle trips, manage travel demand, and improve mobility for Riverside and San Bernardino County residents, as well as for the regional employers that Inland Empire residents commute to. The selected consultants shall provide services on an on-call basis to support a wide variety of TDM projects, programs, and initiatives.

RCTC, in partnership with the San Bernardino County Transportation Authority (SBCTA), administers the IE Commuter program, which serves as the region's flagship TDM program. Consultants may be called upon to support special projects or projects identified through a Strategic TDM Study to be conducted in 2026, which will provide a blueprint for future program direction. Consultants may also support IE Commuter operations and related activities, including development of a transit training program, expansion of services and outreach to discretionary trip markets, targeted outreach efforts; and preparation for regional travel demands associated with events such as the 2028 Olympic Games.

DRAFT

Requirements and Contract Information

As an on-call consultant for the Commission, the consultant shall respond within 72 hours to Task Order requests for projects, programs, or services. The response shall include a summary work plan, labor fees, and direct costs for the requested Task Order. Commission staff will review Task Order responses and select the consultant who best meets the requirements of the Task Order. The Commission is not bound to execute a Task Order and reserves the right to negotiate fees with the consultant.

The Commission intends to award an agreement to a bench of eight consultants and strongly encourages firms to seek the services of subcontractors that can help deliver specialized skillsets, such as analysis, technical services, and public engagement. If two or more firms, persons, or entities wish to submit one proposal in response to this RFP, they should do so on a prime/subconsultant basis rather than as a joint venture.

The proposed initial term of the agreement shall be three years with one two-year option term to extend the agreement up to five years. Option terms will be executed at RCTC's sole discretion.

The consultant shall comply with all relevant disclosure requirements and maintain the highest ethical standards both publicly and privately, including the avoidance of conflicts of interest. Participation of small, disadvantaged, and DBE-certified businesses is encouraged.

Scope of Work

The successful firms are expected to support the Commission's TDM efforts in the following areas:

Module 1: Data Collection & Analysis

- Conduct GIS analysis, commuter/employer surveys, ridership counts, and park & ride utilization studies.
- Develop models, dashboards, and analysis tools to support TDM decision-making.
- Integrate real-time data sources and performance tracking for continuous monitoring.

Module 2: Program Evaluation, Optimization, & Innovation

- Develop recommendations for enhancing commuter and employer support.
- Identify and implement opportunities to streamline service delivery.
- Apply behavior change tactics across personnel, communications, and technology touchpoints.
- Pilot and test innovative approaches with scalability assessments.
- Conduct cost-effectiveness analyses of TDM strategies.

Module 3: Employer & Community Engagement

- Design and implement outreach campaigns for various trip markets.
- Develop customized commuter benefit programs and telework policies.
- Facilitate development of new employer programs or services to maximize participation.
- Streamline approaches to new carpool/vanpool formations at worksites.
- Build peer-to-peer employer networks and partnerships with community-based organizations.
- Apply an equity lens to ensure outreach includes disadvantaged and underserved communities.

Module 4: Marketing & Communications

- Develop branding, messaging, outreach materials, and digital campaigns.

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- Produce stakeholder communications, presentations, and toolkits.
- Manage social media strategies, analytics, and digital engagement campaigns.
- Develop multilingual materials (English, Spanish, and other prevalent community languages).

Module 5: TDM Grant Funding Support

- Identify funding opportunities at local, state, and federal levels.
- Prepare grant applications, including technical content, budgets, and performance measures.
- Provide grant administration support, including compliance tracking and reporting.

Module 6: New Program Development

- Develop new mobility programs from concept through launch and transition to a program administrator consultant.
- Estimate ongoing operational resources and funding needs.
- Pilot test programs and assess scalability.
- Develop standard operating procedures and performance metrics frameworks at launch.

Module 7: Mobility Hubs and Park & Rides

- Develop innovative approaches to multimodal mobility hubs.
- Conduct first/last mile access studies, including bike/pedestrian and micromobility integration.
- Evaluate park & ride utilization and technology integration (real-time availability, payment apps).
- Administer park & ride lease program.

Module 8: Policy Development

- Assist in drafting ordinances and policies supporting TDM goals.
- Design incentive programs and commuter benefit strategies.
- Align local programs with state and federal policy requirements (e.g., CARB, SCAG, Caltrans).
- Develop monitoring and evaluation frameworks.

Module 9: Technology Scoping & Integration

- Develop technical scopes of work for TDM platforms and systems.
- Evaluate and integrate ridematching software, websites, mobile applications, and payment platforms.
- Ensure interoperability with regional systems (e.g., IE Commuter, Metrolink, MaaS applications).
- Support implementation of new enhancements while ensuring cybersecurity and data

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privacy compliance.

Deliverables

- Written reports, strategic plans, policy memos, or technical white papers.
- Coordination with program stakeholders, employers, and community partners.
- Planning, coordination, and delivery of employer or community events, with event summaries and participation reports.
- Technical specifications, technology roadmaps, and scoping documents for TDM systems/platforms.
- Data sets, dashboards, models, and analysis tools with accompanying metadata and governance guidelines.
- Outreach materials, presentations, videos, toolkits, creative assets, and multilingual campaign products.
- Training materials and workshop curricula for employers, community leaders, and transit users.
- Pilot project designs, implementation playbooks, and evaluation reports.
- Completed grant applications, funding strategies, and compliance reporting packages.
- Performance dashboards, quarterly/annual evaluation reports, and equity impact assessments.
- Standard operating procedures to support program implementation and long-term sustainability.
- Special event mobility management plans (e.g., Olympics, regional events).
- Draft and final versions of all work products.

Expectations of Selected Firms

The selected consultants shall be prepared to respond to various Task Order requests as they arise. Throughout the term of the contract, the consultant will provide services at the request of the Commission's staff and perform services only as agreed upon in each assigned Task Order. However, initiating new ideas and proposing suggestions is strongly recommended and encouraged to achieve the goals and objectives of the Commission.

The consultant may need to coordinate with engineering consultants, local jurisdictions, SBCTA, and other regulatory agencies to gather information necessary for the planning, design, and evaluation of TDM strategies. The consultant may also need to coordinate with other consultants already under contract to the Commission for services including but not limited to website development, strategic communications, and transportation modeling.

The consultant shall comply with all relevant disclosure requirements and maintain the highest ethical standards both publicly and privately, including the avoidance of conflicts of interest.

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Table 1: Potential* Projects, Programs, and Initiatives

- **Transit Trainer Program – Worksite Travel Training**
  Develop a worksite-based program to convert existing riders into volunteer transit trainers who guide new riders (colleagues at their own or adjacent worksites) in person through one or more transit trips until they can ride independently.
- **Transit Trainer Program – Discretionary/Leisure Travel Training**
  Provide training and support for individuals to use transit for non-work trips, such as shopping, recreation, and personal errands.
- **New Survey Incentive Development (RidesharePlus 2.0)**
  Develop a new survey incentive program to collect supplemental transportation behavior data beyond traditional AVR surveys or IE Commuter incentive participation. The program would offer incentives for commuters, regardless of mode status, to share insights on motivations and evolving trends influencing mode-shift decisions.
- **Virtual Park & Ride Concept**
  Explore concept of leveraging secure, underutilized commercial or municipal parking to create discrete carpool/vanpool spaces instead of large lots that can attract theft, with users locating and reserving spaces through a mobile app.
- **RCTC VanClub Funding & Administration Exploration**
  Assess opportunities for RCTC to secure funding (e.g., STA and/or 5307) through VanClub. Evaluate potential revenue generation, required administrative capacity, and cost-benefit tradeoffs.
- **High-Density Living / Community Engagement**
  Develop outreach and engagement strategies in high-density residential areas to increase awareness and adoption of transit, rideshare, and other sustainable mobility options.
- **Commercial Park Engagement**
  Efficiently engage commercial park employers to participate in IE Commuter programs, increasing ridematching potential and improving coordinated commuter options within concentrated employment centers.
- **Guaranteed Ride to Work Program**
  Explore options to provide guaranteed rides for disadvantaged communities, reducing transportation barriers to employment while promoting mode shift away from single-occupancy vehicles (SOV).

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EXHIBIT "B"- COMPENSATION AND PAYMENT (COST PROPOSAL)

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EXHIBIT "B"

COMPENSATION SUMMARY[1]

FIRM	PROJECT TASKS/ROLE	COST
Prime Consultant:		
HNTB	TDM Services	$ 6,650,000.00
Sub Consultants:		
Kleinfelder	TDM Services	TBD per task order
SUBTOTAL		**6,650,000.00**
OTHER DIRECT COSTS		**350,000.00**
TOTAL COSTS		**$ 7,000,000.00**

[1] Commission authorization pertains to total contract award amount. Compensation adjustments between consultants may occur; however, the maximum total compensation authorized may not be exceeded.

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EXHIBIT "C" FHWA/CALTRANS REQUIREMENTS

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FEDERAL DEPARTMENT OF TRANSPORTATION
FHWA AND CALTRANS REQUIREMENTS

1. FHWA Title VI Assurances.

A. Compliance with Regulations: Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

B. Nondiscrimination: Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information.

E. Sanctions for Noncompliance: In the event of Consultant's noncompliance with the nondiscrimination provisions of this agreement, the Commission shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: i. withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or ii. cancellation, termination or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: Consultant shall include the provisions of paragraphs (A) through (F) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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Consultant shall take such action with respect to any sub-agreement or procurement as the Commission or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request Commission enter into such litigation to protect the interests of the State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

2. ADDITIONAL NONDISCRIMINATION REQUIREMENTS

During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to: Pertinent Non-Discrimination Authorities:

• Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
• The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
• Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
• Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
• The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
• Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
• The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
• Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
• The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
• Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

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• Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
• Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

3. DISCRIMINATION

The Commission shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the implementation of the Caltrans DBE program or the requirements of 49 CFR Part 26. The Commission shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, of sex in the performance of this Agreement. Consultant or subcontractor shall carry out applicable requirements of 49 CFR Part 26 and the Caltrans DBE program in the award and administration of DOT-assisted contracts, as further set forth below. Failure by the Consultant or subcontractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the Commission deems appropriate.

4. PROMPT PAYMENT

A. Consultant agrees to pay each subconsultant under this Agreement for satisfactory performance of its contract no later than 15 days from the receipt of each payment the Consultant receives from the Commission. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Commission. This clause applies to both DBE and non-DBE subcontractors.

B. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Consultant to a subconsultant, Consultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the Consultant to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made. In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

C. The above provisions apply to Consultant's subconsultants who retain subconsultants.

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D. PROMPT PAYMENT CERTIFICATION. The Consultant shall submit Caltrans Exhibit 9-P (available at https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms and incorporated herein by reference) to the Commission by the 15th of the month following the month of any payment(s). If the Consultant does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Caltrans Exhibit 9-P. The submitted forms shall be reviewed by the Commission and submitted to Caltrans.

5. RELEASE OF RETAINAGE

No retainage will be held by the Commission from progress payments due to Consultant. Consultant and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the Commission's prior written approval. Any violation of these provisions shall subject the violating Consultant or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

6. LEGAL REMEDIES

In addition to those contract remedies set forth under relevant provisions of California law, either Party to this Agreement may, where applicable, seek legal redress for violations of this Agreement pursuant to the relevant provisions of 49 C.F.R. Parts 23 and 26, to the relevant federal or state statutory provisions governing civil rights violations, and to the relevant federal and state provisions governing false claims or "whistleblower" actions, as well as any and all other applicable federal and state provisions of law.

The Consultant shall include a provision to this effect in each of its agreements with its subcontractors.

7. DBE PARTICIPATION

NOT USED. THERE IS NO DBE GOAL FOR THIS AGREEMENT. THERE ARE NO DBE REPORTING OR MONITORING REQUIREMENTS FOR THIS AGREEMENT.

8. CONTRACT ASSURANCE; REMEDIES

A. Contract Assurance. Under 49 CFR 26.13(b):
Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Consultant shall carry out applicable

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requirements of 49 CFR 26 in the award and administration of federal-aid contracts, as the same were amended by the DOT DBE Interim Final Rule.

B. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Commission appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying Consultant from future proposing as non-responsible

9. DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

In accordance with 49 CFR Part 29, which by this reference is incorporated herein, Consultant's subconsultants completed and submitted the Certificate of subconsultant Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion as part of the Consultant's proposal. If it is later determined that Consultant's subconsultants knowingly rendered an erroneous Certificate, the Commission may, among other remedies, terminate this Agreement.

10. ENVIRONMENTAL COMPLIANCE

A. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000).

B. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

C. Energy Policy and Conservation Act (Pub. L. 94—163, 89 Stat. 871.) — Consultant shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871), which are incorporated by reference in this Contract. (10 CFR 600.236(i)(13).)

11. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, and by signing this Agreement, Consultant certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with

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an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

12. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

Consultant shall not obligate or expend any funds to be reimbursed under this Agreement to:

• Procure or obtain;
• Extend or renew a contract to procure or obtain; or
• Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The prohibited vendors (and their subsidiaries or affiliates) are:
• Huawei Technologies Company;
• ZTE Corporation;
• Hytera Communications Corporation;
• Hangzhou Hikvision Digital Technology Company;
• Dahua Technology Company; and
• Subsidiaries or affiliates of the above-mentioned companies.
and customers is sustained.

13. COVERED UNMANNED AIRCRAFT SYSTEMS

To the extent applicable, the Consultant shall comply with the requirements of the American Security Drone Act, Pub. L. No. 118-31, §§ 1821-32 (2023), including the prohibition on use of Federal funds for procurements and operation of covered unmanned aircraft systems from covered entities. Consultant shall ensure that any unmanned aircraft systems, including drones, purchased and/or used to complete the work under the Agreement are not manufactured or assembled by an American Security Drone Act-covered foreign entity. A list of covered foreign entities is maintained by the Federal Acquisition Security Council (FASC) and published in the System for Award Management (SAM). The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FHWA.

ADDITIONAL FEDERAL REQUIREMENTS

Additional federal requirements including, but not limited to, cost principles, accounting and auditing requirements are included in the model Agreement.

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EXHIBIT “D” FTA REQUIREMENTS

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FTA FUNDING REQUIREMENTS

As used herein, "RCTC" shall have the same meaning as the "Commission." The term "contract" or "Contract" shall have the same meaning as the "Agreement." The term "Consultant" shall have the same meaning as "Contractor" as used in the Agreement.

1. No Obligation by the Federal Government

a. RCTC and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b. The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statements or Related Acts

a. The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

b. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l)(1) on the Consultant, to the extent the Federal Government deems appropriate.

c. The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

3. Access to Records

The Consultant agrees to the following access to records requirements:

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a. To provide RCTC, SBCTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Consultant also agrees, pursuant to 49 C. F. R. 633.15 to provide the FTA Administrator or his authorized representatives including any PMO Consultant access to Consultant's records and construction sites pertaining to a major capital project, defined at 49 C.F.R. 633.5, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

b. To make available in the case of a contract for a capital project or improvement, as defined above and awarded by other than competitive bidding in accordance with 49 U.S.C. 5325(a), records related to the contract to RCTC, SBCTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

c. To maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Consultant agrees to maintain same until RCTC, SBCTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

d. To permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

e. To require all subconsultants to comply with this provision.

4. Federal Changes

The Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between RCTC and FTA, or SBCTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

5. Civil Rights

The following requirements apply to the underlying contract:

(1) Nondiscrimination – The following nondiscrimination requirements apply to the underlying contract:

(a) Consultant shall comply with:

(i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.;

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(ii) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21, including any amendments thereto.

(iii) Federal transit law, specifically 49 U.S.C. § 5332.

(b) The following is prohibited:

(i) Discrimination based on race, color, religion, national origin, sex (including sexual orientation), disability, or age.

(ii) Exclusion from participating in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332.

(iii) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332.

(iv) Discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.

(b) Consultant shall follow:

(i) the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

(ii) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3.

(iii) All other applicable federal guidance that may be issued.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. . In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623, Federal transit law at 49 U.S.C. § 5332, the Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42

DRAFT

U.S.C. § 6101 *et seq*., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq*., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq*., and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against individuals on the basis of disability, and that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(3) The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. FTA Disadvantaged Business Enterprise (DBE) Requirements

A. General DBE Requirements: In accordance with Federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), Commission has adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs" (the "Regulations"). The Contract is subject to these stipulated regulations.

It is the policy of the Commission to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;

2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;

3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;

4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;

5. Help remove barriers to the participation of DBEs in DOT assisted contracts;

6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and

7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

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B. Discrimination: Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Any terms used herein that are defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations.

C. Commission's Race-Neutral DBE Program: A Race-Neutral DBE Program is one that, while benefiting DBEs, is not solely focused on DBE firms. Therefore, under a Race-Neutral DBE Program, Commission does not establish numeric race-conscious DBE participation goals on its DOT-assisted contracts. There is no FTA DBE goal on this Project.

Consultant shall not be required to achieve a specific level of DBE participation as a condition of contract compliance in the performance of this DOT-assisted contract. However, Consultant shall adhere to race-neutral DBE participation commitment(s) made at the time of award.

D. Race-Neutral DBE Submissions and Ongoing Reporting Requirements (Post-Award): At termination of the Contract, the successful Consultant shall complete and submit to Commission a "DBE Race-Neutral Participation Listing" in the form provided by Commission. In the event DBE(s) are utilized in the performance of the Agreement, Consultant shall comply with applicable reporting requirements.

E. Performance of DBE Subconsultants: DBE subconsultants listed by Consultant in its "DBE Race-Neutral Participation Listing" submitted at the time of proposal shall perform the work and supply the materials for which they are listed, unless Consultant has received prior written authorization from Commission to perform the work with other forces or to obtain the materials from other sources. Consultant shall provide written notification to Commission in a timely manner of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

F. DBE Certification Status: If a listed DBE subconsultant is decertified during the life of this Agreement, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a non-DBE subconsultant becomes a certified DBE during the life of this Agreement, the DBE subconsultant shall notify Consultant in writing with the date of certification. Consultant shall furnish the written documentation to Commission in a timely manner. Consultant shall include this requirement in all subcontracts.

G. Consultant's Assurance Clause Regarding Non-Discrimination: In compliance with State and Federal anti-discrimination laws, Consultant shall affirm that it will not exclude or discriminate on the basis of race, color, national origin, or sex in consideration of contract award opportunities. Further, Consultant shall affirm that they will consider, and utilize subconsultants and vendors, in a manner consistent with non-discrimination objectives.

H. Violations: Failure by the selected Consultant(s) to carry out these requirements shall be a material breach of the contract to be awarded pursuant to this RFP, which may result in the termination of the contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the Consultant from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

I. Prompt Payment: Consultant shall pay its subconsultants for satisfactory performance of their contracts no later than 30 days from receipt of each payment Commission makes to the Consultant. 49 C.F.R. § 26.29(a), unless a shorter period is provided in the contract.

J. Compliance with DBE Requirements Contained in FTA Provisions: Consultant shall comply with all DBE reporting and other requirements contained in this Agreement.

K. In accordance with the U.S. Department of Transportation (DOT) Disadvantaged Business Enterprise DBE Interim Final Rule (IFR) published on October 3, 2025 to amend 49 CFR Part 26:

a. Unless otherwise directed by FTA, and not withstanding any other provision herein, the Commission will not engage in compliance monitoring of DBE participation on the Agreement, and no DBE reporting is required.

b. Any DBE participation on the Agreement will not count towards any overall DBE goals.

c. Any changes to 49 CFR Part 26 as set forth in the IFR, as may be amended in the final rule, are hereby incorporated.

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7. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any RCTC requests which would cause RCTC to be in violation of the FTA terms and conditions.

8. Debarment and Suspension.

The Consultant agrees to the following:

(1) It will comply with the following requirements of 2 CFR Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200.

(2) It will not enter into any "covered transaction" (as that phrase is defined at 2 CFR §§ 180.220 and 1200.220) with any subconsultant whose principal is, suspended, debarred, or otherwise

excluded from participating in covered transactions, except as authorized by— (i) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200; (ii) U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180; and (iii) Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended recipients or third party participants.

(3) It will review the U.S. GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," if required by U.S. DOT regulations, 2 CFR Part 1200.

(4) Consultant agrees to include, and require all subconsultants to include, this provision in all subcontracts.

9. ADA Access Requirements

The Consultant shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC Section 12101 et seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794; 49 USC Section 5301(d).

10. Fly America

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To the extent applicable to the Services, the Consultant agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their consultants are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

11. Cargo Preference - Use of United States-Flag Vessels

To the extent applicable to the Services, the Consultant agrees:

1. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

2. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated,

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"on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Consultant in the case of a subconsultant's bill-of-lading.)

3. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

12. Buy America

To the extent applicable, the Consultant shall comply with the following:

1. The domestic preference procurement requirements of 49 U.S.C. 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661, to the extent consistent with 49 U.S.C. 5323(j).

2. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

3. Procurement for rolling stock will comply with 49 U.S.C. § 5325 (Contract Requirements), 49 U.S.C. § 5323(j) (Buy America Requirements), 49 U.S.C. § 5323(m) (Pre-Award and Post Delivery Requirements), and 49 U.S.C. § 5318(e) (Bus Testing Requirements), 49 U.S.C. § 5323(u) (limitation on certain rolling stock procurements), and their implementing regulations.

13. Employment Provisions

To the extent applicable to the Services, Consultant shall comply with the following:

A. [For a construction or maintenance project over $2,000] **Davis–Bacon Act, as amended (40 U.S.C. 3141–3148).** When applicable, Contractor shall comply with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor shall pay wages not less than once a week. The non–Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. Contractor shall also comply with the Copeland "Anti–Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides

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that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected violations shall be reported to the FTA.

B. [For contracts in excess of $100,000 that involve the employment of mechanics or laborers] **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).** When applicable, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

C. [For contracts not involving construction] **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3702).** Consultant will comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.

D. [For contracts involving commerce] **Fair Labor Standards Act (FLSA) (29 USC 201, et. seq.)**. Consultant will comply with the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201, et seq. to the extent that the FLSA applies to employees performing work with federal assistance provided through the contract involving commerce,

E. Release of Retainage

No retainage will be withheld by the RCTC from progress payments due Consultant. Retainage by Consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant or deficient subconsultant performance, or noncompliance by a subconsultant.

14. Termination for Convenience

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RCTC may terminate the Agreement for convenience in accordance with the terms of the Agreement.

After such termination, the Consultant shall submit a final termination settlement proposal to RCTC as directed. If the Consultant fails to submit a proposal within the time allowed, RCTC may determine, on the basis of information available, the amount, if any due the Consultant because of the termination and shall pay the amount determined. After the Consultant's proposal is received, RCTC and Consultant shall negotiate a fair and equitable settlement and the contract will be modified to reflect the negotiated agreement. If agreement cannot be reached, RCTC may issue a final determination and pay the amount determined. If the Consultant does not agree with this final determination or the determination resulting from the lack of timely submission of a proposal, the Consultant may appeal under the Disputes clause.

15. Administrative and Contractual Remedies on Breach; Termination for Cause

a. The Consultant may be declared in breach of this Agreement ("Breach") if the Consultant fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Consultant fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms. In case of any of the foregoing, RCTC shall notify the Consultant of the Breach, and the Consultant shall have a period of ten (10) days (or such longer period as RCTC may authorize in writing) after receipt of notice from RCTC to cure the Breach.

b. RCTC may, by written notice of termination to the Consultant specifying the effective date thereof, terminate the whole or any part of this contract, in the case of a Breach that is not cured within the timeframe set forth in (a) above ("Uncured Breach").

c. If the contract is terminated in whole or in part for an Uncured Breach, RCTC may procure upon such terms and in such manner as RCTC may deem appropriate, supplies or services similar to those so terminated, or may complete the services with its own forces. The Consultant shall be liable to RCTC for any excess costs for such similar supplies or services, and for any other costs incurred by RCTC as a result of the Uncured Breach. The Consultant shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

d. Except with respect to defaults of Subconsultants, the Consultant shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Consultant. If the failure to perform is caused by the default of a Subconsultant, and if such default arises out of causes beyond the control of both the Consultant and the Subconsultant, and without the fault or negligence of either of them, the Consultant shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required project completion schedule.

e. Payment for completed services or supplies delivered to and accepted by RCTC shall be at the contract price. RCTC may withhold from amounts otherwise due the Consultant for such completed services or supplies such sum as RCTC determines to be necessary to protect RCTC

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against loss because of outstanding liens of claims of former lien holders, or to reimburse RCTC for any other costs related to the Uncured Breach.

f. If, after notice of termination of this contract for cause, it is determined for any reason that an Uncured Breach did not exist, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the provisions for termination for convenience of RCTC.

g. The rights and remedies of RCTC provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

h. Notwithstanding the above, RCTC may, without providing an opportunity to cure, terminate the contract in accordance with the timeframe set forth in Section 17 of the contract, if RCTC determines such action is in its best interest based on the nature of the Breach. Such actions shall not limit any of RCTC's remedies set forth above.

16. Disputes

a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by supplemental agreement shall be decided by RCTC's Deputy Executive Director, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the RCTC Deputy Executive Director shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, Consultant mails or otherwise furnishes to the RCTC Deputy Executive Director a written appeal addressed to RCTC's Executive Director. The decision of RCTC Executive Director or duly authorized representative for the determination of such appeals shall be final and conclusive.

b. The provisions of this Paragraph shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Paragraph, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

c. Pending final decision of a dispute hereunder, Consultant shall proceed diligently with the performance of this Agreement and in accordance with the decision of RCTC's Deputy Executive Director. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any RCTC official or representative on a question of law, which questions shall be settled in accordance with the laws of the State of California.

17. Lobbying

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See the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Consultants who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. The Offeror shall complete and submit with its bid/proposal the attached Certification Regarding Lobbying, and if applicable, the Standard Form-LLL, "Disclosure Form to Report Lobbying."

18. Energy Conservation

The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

19. Clean Water

a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Consultant agrees to report each violation to RCTC and understands and agrees that RCTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The Consultant further agrees that:

(1) It will not use any violating facilities;
(2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
(3) It will report violations of use of prohibited facilities to FTA; and
(4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1388).

The Consultant also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

20. Clean Air

a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Consultant agrees to report each violation to RCTC and understands and agrees that RCTC will, in turn,

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report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The Consultant further agrees that:

(1) It will not use any violating facilities;
(2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
(3) It will report violations of use of prohibited facilities to FTA; and
(4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1388).

c. The Consultant also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

21. Solid Wastes

Recovered Materials - The Consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

22. Safe Operation of Motor Vehicles

Pursuant to Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party consultant to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project.

a. The Consultant is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Consultant or RCTC.
b. The Consultant agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this contract.

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23. Notification to FTA.

a. If a current or prospective legal matter that may affect the Federal Government emerges, the Consultant must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which this Agreement is being performed. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

b. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

c. *Additional Notice to U.S. DOT Inspector General*. The Consultant must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Commission located, if Consultant has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Consultant. In this paragraph, "promptly" means to refer information without delay and without change.

24. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Consultant shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Contract. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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25. Prohibited Transactions

Consultant certifies that:

a. Consultant does not have any unpaid Federal tax liability assessed, for which all judicial and administrative have been exhausted or have lapsed, and that in a timely manner pursuant to an agreement authority responsible for collecting the tax liability

b. Consultant was not convicted of the felony criminal violation Federal law within the preceding 24 months.

c. If Consultant cannot so certify, RCTC agrees to refer the matter to FTA and not to enter into any contract with Consultant without FTA's written approval

d. Consultant shall include, and require all subconsultants to include, this provision in all subcontracts.

26. Trafficking in Persons.

a. Consultant shall comply with section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended; 22 U.S.C. § 7104(g); and the terms of this section.

b. Definitions. Consultant agrees that for purposes of this section:

(i) Employee, for purposes of this section only, means either an individual who is employed by the Consultant or whose services are provided on a volunteer basis for the Consultant, and is participating in the Project or related activities as set forth in the Agreement,

(ii) Forced labor means labor obtained by recruitment, harboring, transportation, provision, or other means of obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(iii) Severe forms of trafficking in persons has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102. 23

(iv) Commercial sex act has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

(vi) Coercion has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

c. Consultant requirements:

(i) Consultant shall inform FTA and RCTC immediately of any information it receives from any source alleging a violation of the prohibitions in this section.

(ii) Consultant agrees that it and its employees that participate in this Agreement, may not:

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(1) Engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect,

(2) Procure a commercial sex act during the period of time that this Agreement is in effect, or

(3) Use forced labor in the performance of this Agreement or any subagreements hereunder.

d. Consultant shall include, and require all subconsultants to include, this provision in all subcontracts.

27. Covered Unmanned Aircraft Systems

To the extent applicable, the Consultant shall comply with the requirements of the American Security Drone Act, Pub. L. No. 118-31, §§ 1821-32 (2023), including the prohibition on use of Federal funds for procurements and operation of covered unmanned aircraft systems from covered entities. Consultant shall ensure that any unmanned aircraft systems, including drones, purchased and/or used to complete the work under the Agreement are not manufactured or assembled by an American Security Drone Act-covered foreign entity. A list of covered foreign entities is maintained by the Federal Acquisition Security Council (FASC) and published in the System for Award Management (SAM). The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

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EXHIBIT "E"

CERTIFICATE OF CONSULTANT

[attached behind this page]

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CERTIFICATE OF CONSULTANT

I HEREBY CERTIFY that I am the _____ and duly authorized representative of the firm of _____ whose address is _____, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor

(b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

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By: _____
Signature

_____
Name

_____
Title

_____

EXHIBIT "F" – LOBBYING ACTIVITIES DISCLOSURE

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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

☐ a. contract N/A
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application N/A
b. initial award
c. post-award

3. Report Type:

☐ a. initial N/A
b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☒ Prime ☐ Subawardee
Tier _____, if known
HNTB Corporation
3633 Inland Empire Blvd., Suite 955, Ontario, CA 91764
Congressional District, if known 35

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
N/A

Congressional District, if known N/A

6. Federal Department/Agency:
N/A

7. Federal Program Name/Description: N/A

CFDA Number, if applicable N/A

8. Federal Action Number, if known:
N/A

9. Award Amount, if known:
N/A

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)
N/A

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI) N/A

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply) N/A
$ _____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):
☐ a. cash
☐ b. in-kind; specify: nature _____
Value _____

14. Type of Payment (check all that apply)
☐ a. retainer N/A
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: N/A

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** ☐ **No** ☒

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Kevin A. Haboian

Print Name: Kevin A. Haboian, PE

Title: Senior Vice President

Telephone No.: (714) 460-1604 Date: 02/02/2026

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Agreement No. 26-41-058-00

**PROFESSIONAL SERVICES AGREEMENT
WITH FHWA AND FTA FUNDING ASSISTANCE**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT WITH
ICF CONSULTING, LLC
FOR ON-CALL
TRANSPORTATION DEMAND MANAGEMENT SERVICES**

Parties and Date.

This Agreement is made and entered into this ___ day of _____, 2026, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and ICF CONSULTING ("Consultant"), a LIMITED LIABILITY CORPORATION. The Commission and Consultant are sometimes referred to herein individually as “Party”, and collectively as the “Parties”.

Recitals.

A. On November 8, 1988 the Voters of Riverside County approved Measure A authorizing the collection of a one-half percent (1/2 %) retail transactions and use tax (the "tax") to fund transportation programs and improvements within the County of Riverside, and adopting the Riverside County Transportation Improvement Plan (the "Plan").

B. Pursuant to Public Utility Code Sections 240000 et seq., the Commission is authorized to allocate the proceeds of the Tax in furtherance of the Plan.

C. On November 5, 2002, the voters of Riverside County approved an extension of the Measure A tax for an additional thirty (30) years for the continued funding of transportation and improvements within the County of Riverside.

D. The Commission, in partnership with San Bernardino County Transportation Authority (SBCTA), administers the IE Commuter program, which serves as the region’s flagship Transportation Demand Management (“TDM”) program.

E. The IE Commuter program is seeking innovative and cost-effective solutions that reduce single-occupancy vehicle trips, manage travel demand, and improve mobility for Riverside and San Bernardino County residents, as well as for the regional employers to which Inland Empire residents commute.

F. Consultant shall provide services on an on-call basis to support a wide variety of TDM projects, programs, and initiatives for the benefit of the Commission and SBCTA in implementation of the TDM program.

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F. The sources of funding for payment for on-call professional consulting services provided under this Agreement may include the following funding sources:

> Commission Measure A funds, Federal Highway Administration (FHWA), Federal Transit Administration (FTA), state funds through Caltrans, or SBCTA reimbursements (from local or federal funds)

In relation to such funding, Consulant shall execute and submit to the Commission the certification shown in Exhibit "E" attached hereto and incorporated herein by reference. Consultant shall comply with all funding source requirements as further set forth in this Agreement and the attached exhibits.

G. Consultant desires to perform and assume responsibility for the provision of certain on-call services for the TDM program. Services shall be provided for the Commission or for the benefit of SBCTA, as directed, on the terms and conditions set forth in this Agreement and in the task order(s) to be solicited, awarded and authorized by Commission as further described in this Agreement ("Task Order"). Consultant represents that it is experienced in providing such services to public clients, is licensed in the State of California (if necessary), and is familiar with the plans of the Commission.

H. Commission desires to engage Consultant to render such services on an on-call basis. Services shall be ordered by Task Order(s) to be issued pursuant to this Agreement for future projects as set forth herein and in each Task Order (each such project shall be designated a "Project" under this Agreement).

Terms.

1. General Scope of Services. Consultant shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise, and incidental and customary work necessary to fully and adequately supply the on-call TDM program related services for the Projects ("Services"). The Services are generally described in Exhibit "A" attached hereto and incorporated herein by reference. The Services shall be more particularly described in the individual Task Orders issued by the Commission's Executive Director or designee. No Services shall be performed unless authorized by a Task Order. All Services shall be subject to, and performed in accordance with, this Agreement, the relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

2. Task Orders; Commencement of Services; Schedule of Services. Services under this Agreement shall be requested by the Commission pursuant to Task Order requests. If Commission accepts Consultant's Task Order proposal, Commission shall issue a purchase order or executed task order for the Services ("Commission's Task Order Authorization"). Consultant's agreement to the final terms of a proposed Task Order, Commission's Task Order Authorization and Consultant's commencement of the Services shall indicate the Parties' agreement to the terms of the relevant Task Order.

DRAFT

Consultant shall commence Services under a Task Order within five (5) days of receiving Commission's Task Order Authorization, or as otherwise specified in the Task Order request.

Consultant shall perform the Services expeditiously, in accordance with any schedule for the Services set forth in a Task Order ("Schedule of Services"). 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, Commission shall respond to Consultant's submittals in a timely manner. Upon request of the Commission, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

Task Orders may not be used to amend the language (or the terms) of this Agreement or to exceed the scope of work under this Agreement.

3. Pre-Award Audit. As a result of the funding for this Project, and to the extent Caltrans procedures apply in connection therewith, issuance of a "Notice to Proceed" or other authorization to proceed under a Task Order may be contingent upon completion and approval of a pre-award audit. Any questions raised during the pre-award audit shall be resolved before Services are commenced under a Task Order. The funding provided under this Agreement is contingent on meeting all funding requirements and could be withdrawn, thereby entitling the Commission to terminate this Agreement, if the procedures are not completed. The Consultant's files shall be maintained in a manner to facilitate State process reviews. In addition, Caltrans may require that prior to performance of any work for which funding reimbursement through Caltrans is requested and provided, that Caltrans must give to Commission an "Authorization to Proceed".

4. Audit Procedures.

4.1 Consultant and certain subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an Independent Cost Review (ICR) Audit, or a CPA ICR audit work paper review. If selected for audit or review, this Agreement, Consultant's cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. This Agreement, Consultant's cost proposal, and ICR shall be adjusted by Consultant and approved by the Commission's contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into this Agreement by this reference if directed by Commission at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of the Agreement terms and cause for termination of this Agreement and disallowance of prior reimbursed costs. Additional audit provisions applicable to this Agreement are set forth in Sections 22 and 23 of this Agreement.

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Section 4.2 and 4.3 shall apply to the extent applicable to the Task Order and funding source.

4.2 During any Caltrans' review of the ICR audit work papers created by the Consultant's independent CPA (which may include review by the Independent Office of Audits and Investigations), Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, Commission will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines is received and approved by Caltrans.

Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

4.3 If Caltrans is unable to issue a cognizant letter per Section 4.2 above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the Caltrans' management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

If the Consultant fails to comply with the provisions of this Section 4, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in Section 4.2 above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

Consultant may submit to Commission final invoice only when all of the following items have occurred: (1) Caltrans accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of Commission; and, (3) Caltrans has issued its final ICR review letter. The Consultant must submit its final invoice to Commission no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all Task Orders issued under this Agreement, and all other

DRAFT

agreements executed between the Commission and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

5. Term.

5.1 This Agreement shall go into effect on the date first set forth above, contingent upon approval by Commission, and shall remain in effect for three (3) years, unless extended by contract amendment. The Commission may extend the term of this Agreement, in its sole discretion, for two (2) additional one (1) year period. No Task Order shall extend beyond the expiration date of this Agreement.

5.2 Consultant is advised that any recommendation for contract award is not binding on Commission until this Agreement is fully executed and approved by the Commission.

5.3 This Agreement shall remain in effect for the term set forth above, 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. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

6. Commission's Contract Administrator. The Commission hereby designates the Commission's Executive Director, or his or her designee, to act as its Contract Administrator for the performance of this Agreement ("Commission's Contract Administrator"). Commission's Contract Administrator shall have the authority to act on behalf of the Commission for all purposes under this Agreement. Commission's Contract Administrator shall also review and give approval, as needed, to the details of Consultant's work as it progresses. Consultant shall not accept direction or orders from any person other than the Commission's Contract Administrator or his or her designee.

7. Consultant's Representative. Consultant hereby designates DEBBIE MAUS to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her professional 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. Consultant shall work closely and cooperate fully with Commission's Contract Administrator and any other agencies which may have jurisdiction over, or an interest in, the Services. Consultant's Representative shall be available to the Commission staff at all reasonable times. Any substitution in Consultant's Representative shall be approved in writing by Commission's Contract Administrator.

8. Substitution of Key Personnel. Consultant has represented to the Commission 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 by the

DRAFT

Commission. In the event that the Commission and Consultant cannot agree as to the substitution of the key personnel, the Commission shall be entitled to terminate this Agreement for cause, pursuant to the provisions herein. The key personnel for performance of this Agreement are: DEBBIE MAUS, KAYLEI VERRILL, FRANK MONGOI, NITESH SHAH, SUSAN HEINRICH, CATHERINE DUFFY, KATE BRANGACCIO, KATIE O'SULLIVAN, TIM LEWIS, SUMI MALIK, JON EASTLUND or as otherwise identified in the Task Order.

9. Standard of Care; License. Consultant represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Agreement to fully and adequately complete the Project. Consultant shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents and warrants to the Commission that its employees and subcontractors 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. Consultant shall perform, at its own cost and expense and without reimbursement from the Commission, 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, and shall be fully responsible to the Commission and SBCTA for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions. Any employee of Consultant or its sub-consultants who is determined by the Commission 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 the Commission, 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.

DRAFT

10. 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. Commission retains Consultant on an independent contractor basis and not as an employee, agent or representative of the Commission. 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 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 and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, disability insurance, and workers' compensation insurance. Consultant hereby indemnifies and holds the Commission and SBCTA harmless, pursuant to the indemnification provisions contained in this Agreement, from any and all claims that may be made against the Commission based

upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

11. Project Progress.

11.1 Modification of the Schedule. Consultant shall regularly report to the Commission, through correspondence or progress reports, its progress in providing required Services within the scheduled time periods. Commission shall be promptly informed of all anticipated delays. In the event that Consultant determines that a schedule modification is necessary, Consultant shall promptly submit a revised Schedule of Services for approval by Commission's Contract Administrator.

11.2 Trend Meetings. Consultant shall conduct trend meetings with the Commission's Contract Administrator and other interested parties, as requested by the Commission, and as may be mutually scheduled by the Parties. These trend meetings will encompass focused and informal discussions concerning scope, schedule, and current progress of Services, relevant cost issues, and future Project objectives.

11.3 Progress Reports. As part of its monthly invoice, Consultant shall submit a progress report, in a form determined by the Commission, which will indicate the progress achieved during the previous month in relation to the Schedule of Services. Submission of such progress report by Consultant shall be a condition precedent to receipt of payment from the Commission for each monthly invoice submitted.

12. Delay in Performance.

12.1 Excusable Delays. Should Consultant be delayed or prevented from the timely performance of any act or Services required by the terms of the Agreement by reason of acts of God or of the public enemy, acts or omissions of the Commission or other governmental agencies in either their sovereign or contractual capacities, fires, floods, pandemics, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, performance of such act shall be excused for the period of such delay.

12.2 Written Notice. If Consultant believes it is entitled to an extension of time due to conditions set forth in subsection 12.1, Consultant shall provide written notice to the Commission within seven (7) working days from the time Consultant knows, or reasonably should have known, that performance of the Services will be delayed due to such conditions. Failure of Consultant to provide such timely notice shall constitute a waiver by Consultant of any right to an excusable delay in time of performance.

12.3 Mutual Agreement. Performance of any Services under this Agreement may be delayed upon mutual agreement of the Parties. Upon such agreement, Consultant's Schedule of Services shall be extended as necessary by the Commission. Consultant shall take all reasonable steps to minimize delay in completion, and additional costs, resulting from any such extension.

DRAFT

13. Preliminary Review of Work. All reports, working papers, and similar work products prepared for submission in the course of providing Services under this Agreement shall be submitted to the Commission's Contract Administrator in draft form, and the Commission may require revisions of such drafts prior to formal submission and approval. In the event that Commission's Contract Administrator, in his or her sole discretion, determines the formally submitted work product to be not in accordance with the standard of care established under this Agreement, Commission's Contract Administrator may require Consultant to revise and resubmit the work at no cost to the Commission.

14. Appearance at Public Meetings. If requested by the Commission, Consultant shall render assistance at public meetings related to the Project or necessary to the performance of the Services.

15. Opportunity to Cure; Inspection of Work. Commission may provide Consultant an opportunity to cure, at Consultant's expense, all errors and omissions which may be disclosed during Project implementation. Should Consultant fail to make such correction in a timely manner, such correction may be made by the Commission, and the cost thereof charged to Consultant. Consultant shall allow the Commission's Contract Administrator and Caltrans to inspect or review Consultant's work in progress at any reasonable time.

16. Copyrights in Connection with Federal Funding. In the event copyrights are permitted under this Agreement, then in connection with Federal funding, it is hereby acknowledged and agreed that the United States Department of Transportation shall have the royalty-free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.

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

18. Fees and Payment.

18.1 The method of payment for this Agreement will be based specific rates of compensation. Consultant will be reimbursed for hours worked at the hourly rates specified in the Consultant's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer

DRAFT

payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this Agreement.

18.2 In addition, Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.

18.3 Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in Consultant's approved Cost Proposal.

18.4 Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. Consultant will be responsible for transportation and subsistence costs in excess of State rates.

18.5 When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

18.6 Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred. No payment will be made prior to approval or for any work performed prior to approval of this Agreement, or prior to issuance of a Task Order.

18.7 Consultant will be reimbursed within thirty (30) days upon approval by Commission's Contract Administrator of itemized invoices submitted by Consultant. Separate invoices itemizing all costs are required for all work performed under each Task Order. Commission's Contract Administrator shall notify Consultant of any disputed items contained in an invoice, and payment for such items shall be withheld pending resolution of the Commission's concerns.

18.8 Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which Consultant is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number, project title and Task Order number.

Invoices shall be mailed to Commission's Contract Administrator at the following address:

Riverside County Transportation Commission
Attention: Accounts Payable
P.O. 12008
Riverside, CA 92502

18.9 The total amount payable by Commission for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by

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amendment. If Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

18.10 Commission has or will enter into seven (7) task order contracts for performance of the Scope of Services identified in Exhibit "A", including this Agreement ("On-Call TDM Contracts"). The other On-Call TDM Contracts are Agreement 26-41-035-00 (AECOM Technical Services), Agreement 26-41-056-00 (Alta Planning + Design), Agreement 26-41-057-00 (HNTB Corporation), Agreement 26-41-059-00 (Media Beef), Agreement 26-41-060-00 (Nelson\Nygaard Consulting Associates), and Agreement 26-41-061-00 (Steer Davies & Gleave). The total amount payable by Commission for the On-Call TDM Contracts shall not exceed a cumulative maximum total value of **Seven Million Dollars ($7,000,000) ("NTE Sum")**. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under the On-Call TDM Contracts through Task Orders. Each time a Task Order is awarded under any of the On-Call TDM Contracts, Commission must send written notification to Consultant and each of the other consultants entering into the On-Call TDM Contracts. The notice must identify the total funds allocated under issued Task Orders, and the remaining unencumbered amount of the NTE Sum. Consultant acknowledges and agrees that Commission must not pay any amount under this Agreement that would exceed the NTE Sum, and Consultant must not enter into a Task Order that exceeds the NTE Sum.

18.11 All subcontracts in excess of $25,000 shall contain the above provisions.

19. Disputes.

19.1 Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by mutual agreement of the Parties shall be decided by a committee consisting of RCTC's Contract Administrator and the Director of Capital Projects, who may consider written or verbal information submitted by Consultant.

19.2 Not later than 30 days after completion of all Services under this Agreement, Consultant may request review by the Commission's Executive Director of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

19.3 Neither the pendency of a dispute, nor its consideration by the committee will excuse Consultant from full and timely performance in accordance with the terms of this Agreement.

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20. Termination; Suspension.

20.1 Commission reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to Consultant, for any or no reason, with the reasons for termination stated in the notice. Commission may terminate Services under a Task Order, at any time, for any or no reason, with the effective date of termination to be specified in the notice of termination of Task Order.

20.2 Commission may terminate this Agreement with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, Commission may proceed with the Services in any manner deemed proper by Commission. If Commission terminates this Agreement with Consultant, Commission shall pay Consultant the sum due to Consultant under this Agreement for Services completed and accepted prior to termination, unless the cost of completion to Commission exceeds the funds remaining in the Agreement. In such case, the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.

20.3 In addition to the above, payment upon termination shall include a prorated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed Services. Consultant shall provide documentation deemed adequate by Commission's Contract Administrator to show the Services actually completed by Consultant prior to the effective date of termination. This Agreement shall terminate on the effective date of the Notice of Termination

20.4 Upon receipt of the written Notice of Termination, Consultant shall discontinue all affected Services as directed in the Notice or as otherwise provided herein, and deliver to the Commission all Documents and Data, as defined in this Agreement, as may have been prepared or accumulated by Consultant in performance of the Services, whether completed or in progress.

20.5 In addition to the above, Consultant shall be liable to the Commission for any reasonable additional costs incurred by the Commission to revise work for which the Commission has compensated Consultant under this Agreement, but which the Commission has determined in its sole discretion needs to be revised, in part or whole, to complete the Project because it did not meet the standard of care established in this Agreement. Termination of this Agreement for cause may be considered by the Commission in determining whether to enter into future agreements with Consultant.

20.6 The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

20.7 Consultant, in executing this Agreement, shall be deemed to have waived any and all claims for damages which may otherwise arise from the Commission's termination of this Agreement, for convenience or cause, as provided in this Section.

DRAFT

20.8 Consultant may not terminate this Agreement except for cause.

21.9 In addition to the termination rights above, Commission may temporarily suspend this Agreement or Services under any Task Order, at no additional cost to Commission, provided that Consultant is given written notice of temporary suspension. If Commission gives such notice of temporary suspension, Consultant shall immediately suspend its activities under the relevant Task Order(s). A temporary suspension may be issued concurrent with a notice of termination.

21. Cost Principles and Administrative Requirements.

21.1 Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

21.2 Consultant also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

21.3 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to Commission.

21.4 All subcontracts in excess of $25,000 shall contain the above provisions.

22. Retention of Records/Audit. For the purpose of determining compliance with, as applicable, 2 CFR Part 200, Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this Agreement pursuant to Government Code 8546.7; Consultant, subconsultants, and Commission shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under this Agreement. The State, State Auditor, Commission, or any duly authorized representative of the State or Federal Government shall have access to any books, records, and documents of Consultant and it's certified public accountants (CPA) work papers that are pertinent to this Agreement and, if applicable, indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of $25,000 shall contain this provision.

22.1 Accounting System. Consultant and its subcontractors shall establish and maintain an accounting system and records that properly accumulate and

DRAFT

segregate expenditures by line item for the Services. The accounting system of Consultant and its subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

23. Audit Review Procedures.

23.1 Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by Commission's Chief Financial Officer.

23.2 Not later than 30 days after issuance of the final audit report, Consultant may request a review by Commission's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

23.3 Neither the pendency of a dispute nor its consideration by Commission shall excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.

24. Subcontracting.

24.1 Nothing contained in this Agreement or otherwise, shall create any contractual relation between Commission and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to Commission and SBCTA for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from Commission's obligation to make payments to the Consultant.

24.2 Consultant shall perform the Services contemplated with resources available within its own organization and no portion of the Services pertinent to this Agreement shall be subcontracted without written authorization by Commission's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

24.3 Consultant shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to Consultant by Commission.

24.4 Any subcontract in excess of $25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.

24.5 Any substitution of subconsultant(s) must be approved in writing by Commission's Contract Administrator prior to the start of work by the subconsultant(s).

24.6 Exhibit "B" may set forth the rates at which each subconsultant shall bill the Consultant for Services and that are subject to reimbursement by the Commission

DRAFT

to Consultant. Additional Direct Costs, as defined in Exhibit "B" shall be the same for both the Consultant and all subconsultants, unless otherwise identified in Exhibit "B" or in a Task Order. The subconsultant rate schedules and cost proposals contained herein are for accounting purposes only.

25. Equipment Purchase

25.1 Prior authorization, in writing, by Commission's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract for supplies, equipment, or services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

25.2 For purchase of any item, service or consulting work not covered in the Cost Proposal and exceeding $5,000 prior authorization, in writing, by Commission's Contract Administrator is required. Three competitive quotations must be submitted with the request for such purchase, or the absence of bidding must be adequately justified.

25.3 Any equipment purchased as a result of this Agreement is subject to the following: Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, Commission shall receive a proper refund or credit at the conclusion of this Agreement, or if this Agreement is terminated, Consultant may either keep the equipment and credit Commission in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established Commission procedures; and credit Commission in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by Commission and Consultant. If Consultant determines to sell the equipment, the terms and conditions of such sale must be approved in advance by Commission. 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the Project.

DRAFT

25.4 All subcontracts in excess $25,000 shall contain the above provisions.

26. Labor Code Requirements.

26.1 Prevailing Wages.

(a) If applicable, Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the Services.

(b) When prevailing wages apply to the Services described in the Scope of Services, transportation and subsistence costs shall be reimbursed at the

minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

(c) Copies of the prevailing rate of per diem wages in effect at commencement of this Agreement are on file at the Commission's offices. 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 shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Commission, SBCTA and their elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

26.2 DIR Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

26.3 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Consultant or the Services are not subject to the Eight-Hour Law. Consultant shall forfeit to Commission as a penalty, $50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

26.4 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade

DRAFT

shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Consultant

27. Ownership of Materials/Confidentiality.

27.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission and SBCTA to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data 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 subcontractors to agree in writing that Commission and SBCTA are granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such 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 the Commission or SBCTA.

Commission and SBCTA 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 Commission's and SBCTA's sole risk.

27.2 Intellectual Property. In addition, Commission and SBCTA 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.

The Commission and SBCTA shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or

DRAFT

not paid for wholly or in part by Commission, 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 Commission.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors 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 Commission.

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.

Commission 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.

27.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Commission, 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 Commission's or SBCTA'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 Commission.

27.4 Infringement Indemnification. Consultant shall defend, indemnify and hold the Commission, SBCTA, their 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 Commission or SBCTA of the Documents & Data, including any method, process, product, or concept specified or depicted.

DRAFT

28. Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold Commission, SBCTA and their directors, officials, officers, employees, consultants, 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, inverse condemnation, and any claims related to property acquisition and relocation rules or failure to detect or abate hazardous materials, which are brought by a third party, and which , in any manner arise out of or are incident to alleged negligent 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 consequential damages, expert witness fees, 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 Commission, SBCTA, and their directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission, SBCTA or their directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, SBCTA and their directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's 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 Commission, SBCTA or their directors, officials officers, employees, consultants, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

29. Insurance.

29.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this Section, in a form and with insurance companies acceptable to the Commission. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this Section.

29.2 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

DRAFT

performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors 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. Limits may be achieved by any combination of primary and excess or umbrella liability insurance; (2) *Automobile Liability:* $2,000,000 per accident for bodily injury and property damage. Limits may be achieved by any combination of primary and excess or umbrella liability insurance; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of $1,000,000 per accident.

29.3 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 Project, errors and omissions liability insurance appropriate to their profession. For Consultant, 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. Subconsultants of Consultant shall obtain such insurance in an amount not less than $1,000,000 per claim. Notwithstanding the foregoing, the Commission may consider written requests to lower or dispense with the errors and omissions liability insurance requirement contained in this Section for certain subconsultants of Consultant, on a case-by-case basis, depending on the nature and scope of the Services to be provided by the subconsultant. Approval of such request shall be in writing, signed by the Commission's Contract Administrator.

29.4 Network and Privacy Insurance. Consultant shall procure and maintain Network and Privacy (Errors and Omissions) insurance in an amount of not less than $1,000,000 per claim and $1,000,000 in the annual aggregate, protecting

DRAFT

Commission and SBCTA from the following exposures relating to performance under this Agreement:

(a) the theft, dissemination and/or unauthorized disclosure or use of confidential information and personally identifiable information (not to be limited bank information, social security numbers, health information, credit card account information, and confidential corporate information). Such insurance shall also include coverage for credit monitoring, notification expenses and other related costs associated with mitigating a data security or privacy breach; and

(b) the introduction of a computer virus into, or otherwise causing damage to, a computer, computer system, network or similar computer-related property and the data, software, and programs used herein.

If such insurance is maintained on an occurrence basis, Consultant shall maintain such insurance for an additional period of one year following the end of the term of this Agreement. If such insurance is maintained on a claims-made basis, Consultant shall maintain such insurance for an additional period of three years following the end of the term of this Agreement.

29.5 Aircraft Liability Insurance. Prior to conducting any Services requiring use of aircraft (including drones), Consultant shall procure and maintain, or cause to be procured and maintained, aircraft liability insurance or equivalent form, with a single limit as shall be required by the Commission. Such insurance shall include coverage for owned, hired and non-owned aircraft and passengers, and shall name, or be endorsed to name, the Commission, SBCTA and their directors, officials, officers, employees and agents as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant.

29.6 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the Commission 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 this Agreement.

DRAFT

(iii) The policy shall give the Commission, SBCTA and their directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from the Commission's, or SBCTA'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. The automobile liability policy shall be endorsed to state that: (1) the Commission, SBCTA and their directors, officials, officers, employees and agents 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 the Commission, SBCTA and their directors, officials, officers, employees and agents, 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 the Commission, SBCTA and their directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(c) Workers' Compensation and Employers Liability Coverage.

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

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

(d) All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

(ii) 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 the Commission, SBCTA and their directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits

DRAFT

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.

(iii) 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 the Commission. 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).

(iv) Consultant shall provide the Commission 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 the Commission at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Except as otherwise specified in 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.

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Commission, 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.

(vii) 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, Commission has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Commission will be promptly reimbursed by Consultant or Commission will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Commission may cancel this Agreement. The Commission may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(viii) Neither the Commission, SBCTA nor any of their directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

DRAFT

(ix) All insurance required by this Agreement shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Commission, SBCTA, their directors, officials, officers, employees and agents. All policies shall waive any right of subrogation of the insurer against the Commission, SBCTA, their directors, officials, officers, employees and agents, or any other additional insureds, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Commission, SBCTA, their directors, officials, officers, employees, and agents, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

29.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. If the Commission does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of the Commission, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Commission, SBCTA, their directors, officials, officers, employees and agents; or, (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expense.

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

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

29.10 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Commission that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Commission as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

29.11 Other Insurance. At its option, the Commission may require such additional coverage(s), limits and/or the reduction of deductibles or retentions it considers reasonable and prudent based upon risk factors that may directly or indirectly impact the Project. In retaining this option Commission does not warrant Consultant's

DRAFT

insurance program to be adequate. Consultant shall have the right to purchase insurance in addition to the insurance required in this Section.

30. 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 subcontractors, 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.

31. Additional Work. Any work or activities that are in addition to, or otherwise outside of, the Services to be performed pursuant to this Agreement shall only be performed pursuant to a separate agreement between the parties. Notwithstanding the foregoing, the Commission's Executive Director may make a change to the Agreement, other than a Cardinal Change. For purposes of this Agreement, a Cardinal Change is a change which is "outside the scope" of the Agreement; in other words, work which should not be regarded as having been fairly and reasonably within the contemplation of the parties when the Agreement was entered into. An example of a change which is not a Cardinal Change would be where, in a contract to construct a building there are many changes in the materials used, but the size and layout of the building remains the same. Cardinal Changes are not within the authority of this provision to order, and shall be processed by the Commission as "sole source" procurements according to applicable law, including the requirements of FTA Circular 4220.1D, paragraph 9(f).

(a) In addition to the changes authorized above, a modification which is signed by Consultant and the Commission's Executive Director, other than a Cardinal Change, may be made in order to: (1) make a negotiated equitable adjustment to the Agreement price, delivery schedule and other terms resulting from the issuance of a Change Order, (2) reflect definitive letter contracts, and (3) reflect other agreements of the parties modifying the terms of this Agreement ("Bilateral Contract Modification").

(b) Consultant shall not perform, nor be compensated for any change, without written authorization from the Commission's Executive Director as set forth herein. In the event such a change authorization is not issued and signed by the Commission's Executive Director, Consultant shall not provide such change.

32. Prohibited Interests.

DRAFT

32.1 Solicitation. 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, the Commission shall have the right to rescind this Agreement without liability.

32.2 Consultant Conflict of Interest.

(a) Consultant shall disclose any financial, business, or other relationship with Commission that may have an impact upon the outcome of this Agreement. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

(b) Any subcontract in excess of $25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

32.3 Commission Conflict of Interest. For the term of this Agreement, no member, officer or employee of the Commission, during the term of his or her service with the Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

32.4 Conflict of Employment. Employment by the Consultant of personnel currently on the payroll of the Commission shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Consultant of personnel who have been on the Commission payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon the Consultant securing this or related Agreements with the Commission, is prohibited.

32.5 Covenant Against Contingent Fees. As required in connection with federal funding, the Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the Commission shall have the right to terminate this Agreement without liability pursuant to the terms herein, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

DRAFT

32.6 Rebates, Kickbacks or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any Commission employee. For breach or violation of this warranty, Commission shall have the right in its discretion; to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

32.7 Covenant Against Expenditure of Commission, State or Federal Funds for Lobbying. The Consultant certifies that to the best of his/ her knowledge and belief no state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of the Consultant to any person for the purpose of influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the award of any state or federal contract, grant, loan, or cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

(a) If any funds other than federal appropriated funds have been paid, or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this Agreement, the Consultant shall complete and submit the attached Exhibit "F", Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with the attached instructions.

(b) The Consultant's certification provided in this Section is a material representation of fact upon which reliance was placed when this Agreement was entered into, and is a prerequisite for entering into this Agreement pursuant to Section 1352, Title 31, US. Code. Failure to comply with the restrictions on expenditures, or the disclosure and certification requirements set forth in Section 1352, Title 31, US. Code may result in a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(c) The Consultant also agrees by signing this Agreement that he/she shall require that the language set forth in this Section be included in all Consultant subcontracts which exceed $100,000, and that all such subcontractors shall certify and disclose accordingly.

32.8 Employment Adverse to the Commission. Consultant shall notify the Commission, and shall obtain the Commission’s written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against the Commission during the term of this Agreement.

33. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee

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or applicant for employment because of race, religion, color, national origin, 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.

34. Right to Employ Other Consultants. Commission and SBCTA reserve the right to employ other consultants in connection with the Project.

35. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California. Venue shall be in Riverside County.

36. Disputes; Attorneys' Fees.

36.1 Prior to commencing any action hereunder, the Parties shall attempt in good faith to resolve any dispute arising between them. The pendency of a dispute shall not excuse Consultant from full and timely performance of the Services.

36.2. If the Parties are unable to resolve a dispute after attempting in good faith to do so, the Parties may seek any other available remedy to resolve the dispute. 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 attorneys' fees and, all other costs of such actions.

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

38. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

39. 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:	**COMMISSION**:
ICF Consulting, LLC	Riverside County
1902 Reston Metro Plaza	Transportation Commission
Reston, VA 20190	4080 Lemon Street, 3rd
	Riverside, CA 92501
Attn: Lisa Bockey	Attn: 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.

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40. Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services. Notwithstanding the foregoing, if any provision of this Agreement conflicts in any way with a state or federal requirement, as directed by the Commission (i) the state or federal requirement shall govern; or (ii) the more stringent requirement shall apply.

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

42. Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements or understandings.

43. 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.

44. Provisions Applicable When State Funds or Federal Funds Are Involved. When funding for the Services under a Task Order is provided, in whole or in part, from the FHWA, or from state funds through Caltrans, Consultant shall also fully and adequately comply with the applicable provisions included in Exhibit "C" (FHWA/Caltrans Requirements) attached hereto and incorporated herein by reference. When funding for the Services under a Task Order is provided, in whole or in part, from the FTA, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (FTA Requirements) attached hereto and incorporated herein by reference.

45. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, shall survive any such expiration or termination.

46. No Third Party Beneficiaries. SBCTA is an intended third party beneficiary of any right or benefit granted to SBCTA under this Agreement. Except as set forth in the foregoing sentence, there are no other intended third party beneficiaries of any right or obligation assumed by the Parties.

47. Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require 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.

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

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49. Subpoenas or Court Orders. Should Consultant receive a subpoena or court order related to this Agreement, the Services or the Project, Consultant shall immediately provide written notice of the subpoena or court order to the Commission. Consultant shall not respond to any such subpoena or court order until notice to the Commission is provided as required herein, and shall cooperate with the Commission in responding to the subpoena or court order.

50. 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 the Commission. 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.

51. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of Commission.

52. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

53. No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

55. Electronically Transmitted Signatures; Electronic Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

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[Signatures on following page]

SIGNATURE PAGE
TO
PROFESSIONAL SERVICES AGREEMENT
WITH STATE AND FHWA FUNDING/ASSISTANCE

ON CALL TRANSPORTATION DEMAND MANAGEMENT SERVICES

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	**CONSULTANT ICF CONSULTING, LLC**
By:_____ Aaron Hake, Executive Director	By: _____ Signature
	_____ Name
Approved as to Form:	_____ Title
By:_____ Best, Best & Krieger LLP General Counsel	**ATTEST:**
	By: _____
	Its: _____

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* 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 RCTC.

EXHIBIT "A" - SCOPE OF SERVICES

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APPENDIX A

Statement of Services

On-Call Transportation Demand Management Services

The Riverside County Transportation Commission (RCTC) seeks to identify and select a bench of qualified consultants that demonstrate the experience, knowledge, and capacity to provide planning, design, evaluation, implementation, marketing, communications, and outreach services in support of Transportation Demand Management (TDM) strategies. Successful consultants will provide innovative and cost-effective solutions that reduce single-occupancy vehicle trips, manage travel demand, and improve mobility for Riverside and San Bernardino County residents, as well as for the regional employers that Inland Empire residents commute to. The selected consultants shall provide services on an on-call basis to support a wide variety of TDM projects, programs, and initiatives.

RCTC, in partnership with the San Bernardino County Transportation Authority (SBCTA), administers the IE Commuter program, which serves as the region's flagship TDM program. Consultants may be called upon to support special projects or projects identified through a Strategic TDM Study to be conducted in 2026, which will provide a blueprint for future program direction. Consultants may also support IE Commuter operations and related activities, including development of a transit training program, expansion of services and outreach to discretionary trip markets, targeted outreach efforts; and preparation for regional travel demands associated with events such as the 2028 Olympic Games.

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Requirements and Contract Information

As an on-call consultant for the Commission, the consultant shall respond within 72 hours to Task Order requests for projects, programs, or services. The response shall include a summary work plan, labor fees, and direct costs for the requested Task Order. Commission staff will review Task Order responses and select the consultant who best meets the requirements of the Task Order. The Commission is not bound to execute a Task Order and reserves the right to negotiate fees with the consultant.

The Commission intends to award an agreement to a bench of eight consultants and strongly encourages firms to seek the services of subcontractors that can help deliver specialized skillsets, such as analysis, technical services, and public engagement. If two or more firms, persons, or entities wish to submit one proposal in response to this RFP, they should do so on a prime/subconsultant basis rather than as a joint venture.

The proposed initial term of the agreement shall be three years with one two-year option term to extend the agreement up to five years. Option terms will be executed at RCTC's sole discretion.

The consultant shall comply with all relevant disclosure requirements and maintain the highest ethical standards both publicly and privately, including the avoidance of conflicts of interest. Participation of small, disadvantaged, and DBE-certified businesses is encouraged.

Scope of Work

The successful firms are expected to support the Commission's TDM efforts in the following areas:

Module 1: Data Collection & Analysis

- Conduct GIS analysis, commuter/employer surveys, ridership counts, and park & ride utilization studies.
- Develop models, dashboards, and analysis tools to support TDM decision-making.
- Integrate real-time data sources and performance tracking for continuous monitoring.

Module 2: Program Evaluation, Optimization, & Innovation

- Develop recommendations for enhancing commuter and employer support.
- Identify and implement opportunities to streamline service delivery.
- Apply behavior change tactics across personnel, communications, and technology touchpoints.
- Pilot and test innovative approaches with scalability assessments.
- Conduct cost-effectiveness analyses of TDM strategies.

Module 3: Employer & Community Engagement

- Design and implement outreach campaigns for various trip markets.
- Develop customized commuter benefit programs and telework policies.
- Facilitate development of new employer programs or services to maximize participation.
- Streamline approaches to new carpool/vanpool formations at worksites.
- Build peer-to-peer employer networks and partnerships with community-based organizations.
- Apply an equity lens to ensure outreach includes disadvantaged and underserved communities.

Module 4: Marketing & Communications

- Develop branding, messaging, outreach materials, and digital campaigns.

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- Produce stakeholder communications, presentations, and toolkits.
- Manage social media strategies, analytics, and digital engagement campaigns.
- Develop multilingual materials (English, Spanish, and other prevalent community languages).

Module 5: TDM Grant Funding Support

- Identify funding opportunities at local, state, and federal levels.
- Prepare grant applications, including technical content, budgets, and performance measures.
- Provide grant administration support, including compliance tracking and reporting.

Module 6: New Program Development

- Develop new mobility programs from concept through launch and transition to a program administrator consultant.
- Estimate ongoing operational resources and funding needs.
- Pilot test programs and assess scalability.
- Develop standard operating procedures and performance metrics frameworks at launch.

Module 7: Mobility Hubs and Park & Rides

- Develop innovative approaches to multimodal mobility hubs.
- Conduct first/last mile access studies, including bike/pedestrian and micromobility integration.
- Evaluate park & ride utilization and technology integration (real-time availability, payment apps).
- Administer park & ride lease program.

Module 8: Policy Development

- Assist in drafting ordinances and policies supporting TDM goals.
- Design incentive programs and commuter benefit strategies.
- Align local programs with state and federal policy requirements (e.g., CARB, SCAG, Caltrans).
- Develop monitoring and evaluation frameworks.

Module 9: Technology Scoping & Integration

- Develop technical scopes of work for TDM platforms and systems.
- Evaluate and integrate ridematching software, websites, mobile applications, and payment platforms.
- Ensure interoperability with regional systems (e.g., IE Commuter, Metrolink, MaaS applications).
- Support implementation of new enhancements while ensuring cybersecurity and data

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privacy compliance.

Deliverables

- Written reports, strategic plans, policy memos, or technical white papers.
- Coordination with program stakeholders, employers, and community partners.
- Planning, coordination, and delivery of employer or community events, with event summaries and participation reports.
- Technical specifications, technology roadmaps, and scoping documents for TDM systems/platforms.
- Data sets, dashboards, models, and analysis tools with accompanying metadata and governance guidelines.
- Outreach materials, presentations, videos, toolkits, creative assets, and multilingual campaign products.
- Training materials and workshop curricula for employers, community leaders, and transit users.
- Pilot project designs, implementation playbooks, and evaluation reports.
- Completed grant applications, funding strategies, and compliance reporting packages.
- Performance dashboards, quarterly/annual evaluation reports, and equity impact assessments.
- Standard operating procedures to support program implementation and long-term sustainability.
- Special event mobility management plans (e.g., Olympics, regional events).
- Draft and final versions of all work products.

Expectations of Selected Firms

The selected consultants shall be prepared to respond to various Task Order requests as they arise. Throughout the term of the contract, the consultant will provide services at the request of the Commission's staff and perform services only as agreed upon in each assigned Task Order. However, initiating new ideas and proposing suggestions is strongly recommended and encouraged to achieve the goals and objectives of the Commission.

The consultant may need to coordinate with engineering consultants, local jurisdictions, SBCTA, and other regulatory agencies to gather information necessary for the planning, design, and evaluation of TDM strategies. The consultant may also need to coordinate with other consultants already under contract to the Commission for services including but not limited to website development, strategic communications, and transportation modeling.

The consultant shall comply with all relevant disclosure requirements and maintain the highest ethical standards both publicly and privately, including the avoidance of conflicts of interest.

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Table 1: Potential* Projects, Programs, and Initiatives

- **Transit Trainer Program – Worksite Travel Training**
  Develop a worksite-based program to convert existing riders into volunteer transit trainers who guide new riders (colleagues at their own or adjacent worksites) in person through one or more transit trips until they can ride independently.
- **Transit Trainer Program – Discretionary/Leisure Travel Training**
  Provide training and support for individuals to use transit for non-work trips, such as shopping, recreation, and personal errands.
- **New Survey Incentive Development (RidesharePlus 2.0)**
  Develop a new survey incentive program to collect supplemental transportation behavior data beyond traditional AVR surveys or IE Commuter incentive participation. The program would offer incentives for commuters, regardless of mode status, to share insights on motivations and evolving trends influencing mode-shift decisions.
- **Virtual Park & Ride Concept**
  Explore concept of leveraging secure, underutilized commercial or municipal parking to create discrete carpool/vanpool spaces instead of large lots that can attract theft, with users locating and reserving spaces through a mobile app.
- **RCTC VanClub Funding & Administration Exploration**
  Assess opportunities for RCTC to secure funding (e.g., STA and/or 5307) through VanClub. Evaluate potential revenue generation, required administrative capacity, and cost-benefit tradeoffs.
- **High-Density Living / Community Engagement**
  Develop outreach and engagement strategies in high-density residential areas to increase awareness and adoption of transit, rideshare, and other sustainable mobility options.
- **Commercial Park Engagement**
  Efficiently engage commercial park employers to participate in IE Commuter programs, increasing ridematching potential and improving coordinated commuter options within concentrated employment centers.
- **Guaranteed Ride to Work Program**
  Explore options to provide guaranteed rides for disadvantaged communities, reducing transportation barriers to employment while promoting mode shift away from single-occupancy vehicles (SOV).

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EXHIBIT "B"- COMPENSATION AND PAYMENT (COST PROPOSAL)

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EXHIBIT "B"

COMPENSATION SUMMARY[1]

FIRM	PROJECT TASKS/ROLE	COST
Prime Consultant:		
ICF	TDM Services	$ 6,650,000.00
	SUBTOTAL	**6,650,000.00**
	OTHER DIRECT COSTS	**350,000.00**
	TOTAL COSTS	**$ 7,000,000.00**

[1] Commission authorization pertains to total contract award amount. Compensation adjustments between consultants may occur; however, the maximum total compensation authorized may not be exceeded.

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EXHIBIT "C" FHWA/CALTRANS REQUIREMENTS

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FEDERAL DEPARTMENT OF TRANSPORTATION
FHWA AND CALTRANS REQUIREMENTS

1. FHWA Title VI Assurances.

A. Compliance with Regulations: Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

B. Nondiscrimination: Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information.

E. Sanctions for Noncompliance: In the event of Consultant's noncompliance with the nondiscrimination provisions of this agreement, the Commission shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: i. withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or ii. cancellation, termination or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: Consultant shall include the provisions of paragraphs (A) through (F) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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Consultant shall take such action with respect to any sub-agreement or procurement as the Commission or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request Commission enter into such litigation to protect the interests of the State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

2. ADDITIONAL NONDISCRIMINATION REQUIREMENTS

During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to: Pertinent Non-Discrimination Authorities:

• Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
• The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
• Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
• Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
• The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
• Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
• The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
• Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
• The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
• Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

DRAFT

• Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
• Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

3. DISCRIMINATION

The Commission shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the implementation of the Caltrans DBE program or the requirements of 49 CFR Part 26. The Commission shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, of sex in the performance of this Agreement. Consultant or subcontractor shall carry out applicable requirements of 49 CFR Part 26 and the Caltrans DBE program in the award and administration of DOT-assisted contracts, as further set forth below. Failure by the Consultant or subcontractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the Commission deems appropriate.

4. PROMPT PAYMENT

A. Consultant agrees to pay each subconsultant under this Agreement for satisfactory performance of its contract no later than 15 days from the receipt of each payment the Consultant receives from the Commission. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Commission. This clause applies to both DBE and non-DBE subcontractors.

B. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Consultant to a subconsultant, Consultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the Consultant to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made. In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

C. The above provisions apply to Consultant's subconsultants who retain subconsultants.

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D. PROMPT PAYMENT CERTIFICATION. The Consultant shall submit Caltrans Exhibit 9-P (available at https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms and incorporated herein by reference) to the Commission by the 15th of the month following the month of any payment(s). If the Consultant does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Caltrans Exhibit 9-P. The submitted forms shall be reviewed by the Commission and submitted to Caltrans.

5. RELEASE OF RETAINAGE

No retainage will be held by the Commission from progress payments due to Consultant. Consultant and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the Commission's prior written approval. Any violation of these provisions shall subject the violating Consultant or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

6. LEGAL REMEDIES

In addition to those contract remedies set forth under relevant provisions of California law, either Party to this Agreement may, where applicable, seek legal redress for violations of this Agreement pursuant to the relevant provisions of 49 C.F.R. Parts 23 and 26, to the relevant federal or state statutory provisions governing civil rights violations, and to the relevant federal and state provisions governing false claims or "whistleblower" actions, as well as any and all other applicable federal and state provisions of law.

The Consultant shall include a provision to this effect in each of its agreements with its subcontractors.

7. DBE PARTICIPATION

NOT USED. THERE IS NO DBE GOAL FOR THIS AGREEMENT. THERE ARE NO DBE REPORTING OR MONITORING REQUIREMENTS FOR THIS AGREEMENT.

8. CONTRACT ASSURANCE; REMEDIES

A. Contract Assurance. Under 49 CFR 26.13(b):
Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Consultant shall carry out applicable

DRAFT

requirements of 49 CFR 26 in the award and administration of federal-aid contracts, as the same were amended by the DOT DBE Interim Final Rule.

B. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Commission appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying Consultant from future proposing as non-responsible

9. DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

In accordance with 49 CFR Part 29, which by this reference is incorporated herein, Consultant's subconsultants completed and submitted the Certificate of subconsultant Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion as part of the Consultant's proposal. If it is later determined that Consultant's subconsultants knowingly rendered an erroneous Certificate, the Commission may, among other remedies, terminate this Agreement.

10. ENVIRONMENTAL COMPLIANCE

A. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000).

B. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

C. Energy Policy and Conservation Act (Pub. L. 94—163, 89 Stat. 871.) — Consultant shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871), which are incorporated by reference in this Contract. (10 CFR 600.236(i)(13).)

11. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, and by signing this Agreement, Consultant certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with

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an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

12. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

Consultant shall not obligate or expend any funds to be reimbursed under this Agreement to:

• Procure or obtain;
• Extend or renew a contract to procure or obtain; or
• Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The prohibited vendors (and their subsidiaries or affiliates) are:
• Huawei Technologies Company;
• ZTE Corporation;
• Hytera Communications Corporation;
• Hangzhou Hikvision Digital Technology Company;
• Dahua Technology Company; and
• Subsidiaries or affiliates of the above-mentioned companies.
and customers is sustained.

13. COVERED UNMANNED AIRCRAFT SYSTEMS

To the extent applicable, the Consultant shall comply with the requirements of the American Security Drone Act, Pub. L. No. 118-31, §§ 1821-32 (2023), including the prohibition on use of Federal funds for procurements and operation of covered unmanned aircraft systems from covered entities. Consultant shall ensure that any unmanned aircraft systems, including drones, purchased and/or used to complete the work under the Agreement are not manufactured or assembled by an American Security Drone Act-covered foreign entity. A list of covered foreign entities is maintained by the Federal Acquisition Security Council (FASC) and published in the System for Award Management (SAM). The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FHWA.

ADDITIONAL FEDERAL REQUIREMENTS

Additional federal requirements including, but not limited to, cost principles, accounting and auditing requirements are included in the model Agreement.

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EXHIBIT “D” FTA REQUIREMENTS

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FTA FUNDING REQUIREMENTS

As used herein, "RCTC" shall have the same meaning as the "Commission." The term "contract" or "Contract" shall have the same meaning as the "Agreement." The term "Consultant" shall have the same meaning as "Contractor" as used in the Agreement.

1. No Obligation by the Federal Government

a. RCTC and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b. The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statements or Related Acts

a. The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

b. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l)(1) on the Consultant, to the extent the Federal Government deems appropriate.

c. The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

3. Access to Records

The Consultant agrees to the following access to records requirements:

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a. To provide RCTC, SBCTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Consultant also agrees, pursuant to 49 C. F. R. 633.15 to provide the FTA Administrator or his authorized representatives including any PMO Consultant access to Consultant's records and construction sites pertaining to a major capital project, defined at 49 C.F.R. 633.5, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

b. To make available in the case of a contract for a capital project or improvement, as defined above and awarded by other than competitive bidding in accordance with 49 U.S.C. 5325(a), records related to the contract to RCTC, SBCTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

c. To maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Consultant agrees to maintain same until RCTC, SBCTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

d. To permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

e. To require all subconsultants to comply with this provision.

4. Federal Changes

The Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between RCTC and FTA, or SBCTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

5. Civil Rights

The following requirements apply to the underlying contract:

(1) Nondiscrimination – The following nondiscrimination requirements apply to the underlying contract:

(a) Consultant shall comply with:

(i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.;

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(ii) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21, including any amendments thereto.

(iii) Federal transit law, specifically 49 U.S.C. § 5332.

(b) The following is prohibited:

(i) Discrimination based on race, color, religion, national origin, sex (including sexual orientation), disability, or age.

(ii) Exclusion from participating in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332.

(iii) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332.

(iv) Discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.

(b) Consultant shall follow:

(i) the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

(ii) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3.

(iii) All other applicable federal guidance that may be issued.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. . In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623, Federal transit law at 49 U.S.C. § 5332, the Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42

DRAFT

U.S.C. § 6101 *et seq*., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq*., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq*., and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against individuals on the basis of disability, and that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(3) The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. FTA Disadvantaged Business Enterprise (DBE) Requirements

A. General DBE Requirements: In accordance with Federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), Commission has adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs" (the "Regulations"). The Contract is subject to these stipulated regulations.

It is the policy of the Commission to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;

2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;

3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;

4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;

5. Help remove barriers to the participation of DBEs in DOT assisted contracts;

6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and

7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

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B. Discrimination: Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Any terms used herein that are defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations.

C. Commission's Race-Neutral DBE Program: A Race-Neutral DBE Program is one that, while benefiting DBEs, is not solely focused on DBE firms. Therefore, under a Race-Neutral DBE Program, Commission does not establish numeric race-conscious DBE participation goals on its DOT-assisted contracts. There is no FTA DBE goal on this Project.

Consultant shall not be required to achieve a specific level of DBE participation as a condition of contract compliance in the performance of this DOT-assisted contract. However, Consultant shall adhere to race-neutral DBE participation commitment(s) made at the time of award.

D. Race-Neutral DBE Submissions and Ongoing Reporting Requirements (Post-Award): At termination of the Contract, the successful Consultant shall complete and submit to Commission a "DBE Race-Neutral Participation Listing" in the form provided by Commission. In the event DBE(s) are utilized in the performance of the Agreement, Consultant shall comply with applicable reporting requirements.

E. Performance of DBE Subconsultants: DBE subconsultants listed by Consultant in its "DBE Race-Neutral Participation Listing" submitted at the time of proposal shall perform the work and supply the materials for which they are listed, unless Consultant has received prior written authorization from Commission to perform the work with other forces or to obtain the materials from other sources. Consultant shall provide written notification to Commission in a timely manner of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

F. DBE Certification Status: If a listed DBE subconsultant is decertified during the life of this Agreement, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a non-DBE subconsultant becomes a certified DBE during the life of this Agreement, the DBE subconsultant shall notify Consultant in writing with the date of certification. Consultant shall furnish the written documentation to Commission in a timely manner. Consultant shall include this requirement in all subcontracts.

G. Consultant's Assurance Clause Regarding Non-Discrimination: In compliance with State and Federal anti-discrimination laws, Consultant shall affirm that it will not exclude or discriminate on the basis of race, color, national origin, or sex in consideration of contract award opportunities. Further, Consultant shall affirm that they will consider, and utilize subconsultants and vendors, in a manner consistent with non-discrimination objectives.

H. Violations: Failure by the selected Consultant(s) to carry out these requirements shall be a material breach of the contract to be awarded pursuant to this RFP, which may result in the termination of the contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the Consultant from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

I. Prompt Payment: Consultant shall pay its subconsultants for satisfactory performance of their contracts no later than 30 days from receipt of each payment Commission makes to the Consultant. 49 C.F.R. § 26.29(a), unless a shorter period is provided in the contract.

J. Compliance with DBE Requirements Contained in FTA Provisions: Consultant shall comply with all DBE reporting and other requirements contained in this Agreement.

K. In accordance with the U.S. Department of Transportation (DOT) Disadvantaged Business Enterprise DBE Interim Final Rule (IFR) published on October 3, 2025 to amend 49 CFR Part 26:

a. Unless otherwise directed by FTA, and not withstanding any other provision herein, the Commission will not engage in compliance monitoring of DBE participation on the Agreement, and no DBE reporting is required.

b. Any DBE participation on the Agreement will not count towards any overall DBE goals.

c. Any changes to 49 CFR Part 26 as set forth in the IFR, as may be amended in the final rule, are hereby incorporated.

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7. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any RCTC requests which would cause RCTC to be in violation of the FTA terms and conditions.

8. Debarment and Suspension.

The Consultant agrees to the following:

(1) It will comply with the following requirements of 2 CFR Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200.

(2) It will not enter into any "covered transaction" (as that phrase is defined at 2 CFR §§ 180.220 and 1200.220) with any subconsultant whose principal is, suspended, debarred, or otherwise

excluded from participating in covered transactions, except as authorized by— (i) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200; (ii) U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180; and (iii) Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended recipients or third party participants.

(3) It will review the U.S. GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," if required by U.S. DOT regulations, 2 CFR Part 1200.

(4) Consultant agrees to include, and require all subconsultants to include, this provision in all subcontracts.

9. ADA Access Requirements

The Consultant shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC Section 12101 et seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794; 49 USC Section 5301(d).

10. Fly America

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To the extent applicable to the Services, the Consultant agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their consultants are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

11. Cargo Preference - Use of United States-Flag Vessels

To the extent applicable to the Services, the Consultant agrees:

1. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

2. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated,

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"on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Consultant in the case of a subconsultant's bill-of-lading.)

3. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

12. Buy America

To the extent applicable, the Consultant shall comply with the following:

1. The domestic preference procurement requirements of 49 U.S.C. 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661, to the extent consistent with 49 U.S.C. 5323(j).

2. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

3. Procurement for rolling stock will comply with 49 U.S.C. § 5325 (Contract Requirements), 49 U.S.C. § 5323(j) (Buy America Requirements), 49 U.S.C. § 5323(m) (Pre-Award and Post Delivery Requirements), and 49 U.S.C. § 5318(e) (Bus Testing Requirements), 49 U.S.C. § 5323(u) (limitation on certain rolling stock procurements), and their implementing regulations.

13. Employment Provisions

To the extent applicable to the Services, Consultant shall comply with the following:

A. [For a construction or maintenance project over $2,000] **Davis–Bacon Act, as amended (40 U.S.C. 3141–3148).** When applicable, Contractor shall comply with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor shall pay wages not less than once a week. The non–Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. Contractor shall also comply with the Copeland "Anti–Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides

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that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected violations shall be reported to the FTA.

B. [For contracts in excess of $100,000 that involve the employment of mechanics or laborers] **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).** When applicable, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

C. [For contracts not involving construction] **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3702).** Consultant will comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.

D. [For contracts involving commerce] **Fair Labor Standards Act (FLSA) (29 USC 201, et. seq.)**. Consultant will comply with the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201, et seq. to the extent that the FLSA applies to employees performing work with federal assistance provided through the contract involving commerce,

E. Release of Retainage

No retainage will be withheld by the RCTC from progress payments due Consultant. Retainage by Consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant or deficient subconsultant performance, or noncompliance by a subconsultant.

14. Termination for Convenience

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RCTC may terminate the Agreement for convenience in accordance with the terms of the Agreement.

After such termination, the Consultant shall submit a final termination settlement proposal to RCTC as directed. If the Consultant fails to submit a proposal within the time allowed, RCTC may determine, on the basis of information available, the amount, if any due the Consultant because of the termination and shall pay the amount determined. After the Consultant's proposal is received, RCTC and Consultant shall negotiate a fair and equitable settlement and the contract will be modified to reflect the negotiated agreement. If agreement cannot be reached, RCTC may issue a final determination and pay the amount determined. If the Consultant does not agree with this final determination or the determination resulting from the lack of timely submission of a proposal, the Consultant may appeal under the Disputes clause.

15. Administrative and Contractual Remedies on Breach; Termination for Cause

a. The Consultant may be declared in breach of this Agreement ("Breach") if the Consultant fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Consultant fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms. In case of any of the foregoing, RCTC shall notify the Consultant of the Breach, and the Consultant shall have a period of ten (10) days (or such longer period as RCTC may authorize in writing) after receipt of notice from RCTC to cure the Breach.

b. RCTC may, by written notice of termination to the Consultant specifying the effective date thereof, terminate the whole or any part of this contract, in the case of a Breach that is not cured within the timeframe set forth in (a) above ("Uncured Breach").

c. If the contract is terminated in whole or in part for an Uncured Breach, RCTC may procure upon such terms and in such manner as RCTC may deem appropriate, supplies or services similar to those so terminated, or may complete the services with its own forces. The Consultant shall be liable to RCTC for any excess costs for such similar supplies or services, and for any other costs incurred by RCTC as a result of the Uncured Breach. The Consultant shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

d. Except with respect to defaults of Subconsultants, the Consultant shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Consultant. If the failure to perform is caused by the default of a Subconsultant, and if such default arises out of causes beyond the control of both the Consultant and the Subconsultant, and without the fault or negligence of either of them, the Consultant shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required project completion schedule.

e. Payment for completed services or supplies delivered to and accepted by RCTC shall be at the contract price. RCTC may withhold from amounts otherwise due the Consultant for such completed services or supplies such sum as RCTC determines to be necessary to protect RCTC

DRAFT

against loss because of outstanding liens of claims of former lien holders, or to reimburse RCTC for any other costs related to the Uncured Breach.

f. If, after notice of termination of this contract for cause, it is determined for any reason that an Uncured Breach did not exist, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the provisions for termination for convenience of RCTC.

g. The rights and remedies of RCTC provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

h. Notwithstanding the above, RCTC may, without providing an opportunity to cure, terminate the contract in accordance with the timeframe set forth in Section 17 of the contract, if RCTC determines such action is in its best interest based on the nature of the Breach. Such actions shall not limit any of RCTC's remedies set forth above.

16. Disputes

a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by supplemental agreement shall be decided by RCTC's Deputy Executive Director, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the RCTC Deputy Executive Director shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, Consultant mails or otherwise furnishes to the RCTC Deputy Executive Director a written appeal addressed to RCTC's Executive Director. The decision of RCTC Executive Director or duly authorized representative for the determination of such appeals shall be final and conclusive.

b. The provisions of this Paragraph shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Paragraph, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

c. Pending final decision of a dispute hereunder, Consultant shall proceed diligently with the performance of this Agreement and in accordance with the decision of RCTC's Deputy Executive Director. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any RCTC official or representative on a question of law, which questions shall be settled in accordance with the laws of the State of California.

17. Lobbying

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See the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Consultants who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. The Offeror shall complete and submit with its bid/proposal the attached Certification Regarding Lobbying, and if applicable, the Standard Form-LLL, "Disclosure Form to Report Lobbying."

18. Energy Conservation

The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

19. Clean Water

a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Consultant agrees to report each violation to RCTC and understands and agrees that RCTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The Consultant further agrees that:

(1) It will not use any violating facilities;
(2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
(3) It will report violations of use of prohibited facilities to FTA; and
(4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1388).

The Consultant also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

20. Clean Air

a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Consultant agrees to report each violation to RCTC and understands and agrees that RCTC will, in turn,

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report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The Consultant further agrees that:

(1) It will not use any violating facilities;
(2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
(3) It will report violations of use of prohibited facilities to FTA; and
(4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1388).

c. The Consultant also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

21. Solid Wastes

Recovered Materials - The Consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

22. Safe Operation of Motor Vehicles

Pursuant to Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party consultant to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project.

a. The Consultant is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Consultant or RCTC.
b. The Consultant agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this contract.

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23. Notification to FTA.

a. If a current or prospective legal matter that may affect the Federal Government emerges, the Consultant must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which this Agreement is being performed. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

b. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

c. *Additional Notice to U.S. DOT Inspector General*. The Consultant must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Commission located, if Consultant has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Consultant. In this paragraph, "promptly" means to refer information without delay and without change.

24. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Consultant shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Contract. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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25. Prohibited Transactions

Consultant certifies that:

a. Consultant does not have any unpaid Federal tax liability assessed, for which all judicial and administrative have been exhausted or have lapsed, and that in a timely manner pursuant to an agreement authority responsible for collecting the tax liability

b. Consultant was not convicted of the felony criminal violation Federal law within the preceding 24 months.

c. If Consultant cannot so certify, RCTC agrees to refer the matter to FTA and not to enter into any contract with Consultant without FTA's written approval

d. Consultant shall include, and require all subconsultants to include, this provision in all subcontracts.

26. Trafficking in Persons.

a. Consultant shall comply with section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended; 22 U.S.C. § 7104(g); and the terms of this section.

b. Definitions. Consultant agrees that for purposes of this section:

(i) Employee, for purposes of this section only, means either an individual who is employed by the Consultant or whose services are provided on a volunteer basis for the Consultant, and is participating in the Project or related activities as set forth in the Agreement,

(ii) Forced labor means labor obtained by recruitment, harboring, transportation, provision, or other means of obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(iii) Severe forms of trafficking in persons has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102. 23

(iv) Commercial sex act has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

(vi) Coercion has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

c. Consultant requirements:

(i) Consultant shall inform FTA and RCTC immediately of any information it receives from any source alleging a violation of the prohibitions in this section.

(ii) Consultant agrees that it and its employees that participate in this Agreement, may not:

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(1) Engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect,

(2) Procure a commercial sex act during the period of time that this Agreement is in effect, or

(3) Use forced labor in the performance of this Agreement or any subagreements hereunder.

d. Consultant shall include, and require all subconsultants to include, this provision in all subcontracts.

27. Covered Unmanned Aircraft Systems

To the extent applicable, the Consultant shall comply with the requirements of the American Security Drone Act, Pub. L. No. 118-31, §§ 1821-32 (2023), including the prohibition on use of Federal funds for procurements and operation of covered unmanned aircraft systems from covered entities. Consultant shall ensure that any unmanned aircraft systems, including drones, purchased and/or used to complete the work under the Agreement are not manufactured or assembled by an American Security Drone Act-covered foreign entity. A list of covered foreign entities is maintained by the Federal Acquisition Security Council (FASC) and published in the System for Award Management (SAM). The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

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EXHIBIT "E"

CERTIFICATE OF CONSULTANT

[attached behind this page]

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CERTIFICATE OF CONSULTANT

I HEREBY CERTIFY that I am the _____ and duly authorized representative of the firm of _____ whose address is _____, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor

(b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

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By: _____
Signature

_____
Name

_____
Title

_____

EXHIBIT “F” – LOBBYING ACTIVITIES DISCLOSURE

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APPENDIX K – DISCLOSURE OF LOBBYING ACTIVITIES

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:
☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:
☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:
☐ a. initial
b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity
☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply):
$ _____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):
☐ a. cash
☐ b. in-kind; specify: nature _____
Value _____

14. Type of Payment (check all that apply)
☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: Yes ☐ No ☐

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Not Applicable
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Distribution: Orig- Local Agency Project Files

Agreement No. 26-41-059-00

**PROFESSIONAL SERVICES AGREEMENT
WITH FHWA AND FTA FUNDING ASSISTANCE**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT WITH
MEDIA BEEF
FOR ON-CALL
TRANSPORTATION DEMAND MANAGEMENT SERVICES**

Parties and Date.

This Agreement is made and entered into this ___ day of _____, 2026, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and MEDIA BEEF ("Consultant"), a LIMITED LIABILITY CORPORATION. The Commission and Consultant are sometimes referred to herein individually as “Party”, and collectively as the “Parties”.

Recitals.

A. On November 8, 1988 the Voters of Riverside County approved Measure A authorizing the collection of a one-half percent (1/2 %) retail transactions and use tax (the "tax") to fund transportation programs and improvements within the County of Riverside, and adopting the Riverside County Transportation Improvement Plan (the "Plan").

B. Pursuant to Public Utility Code Sections 240000 et seq., the Commission is authorized to allocate the proceeds of the Tax in furtherance of the Plan.

C. On November 5, 2002, the voters of Riverside County approved an extension of the Measure A tax for an additional thirty (30) years for the continued funding of transportation and improvements within the County of Riverside.

D. The Commission, in partnership with San Bernardino County Transportation Authority (SBCTA), administers the IE Commuter program, which serves as the region’s flagship Transportation Demand Management (“TDM”) program.

E. The IE Commuter program is seeking innovative and cost-effective solutions that reduce single-occupancy vehicle trips, manage travel demand, and improve mobility for Riverside and San Bernardino County residents, as well as for the regional employers to which Inland Empire residents commute.

F. Consultant shall provide services on an on-call basis to support a wide variety of TDM projects, programs, and initiatives for the benefit of the Commission and SBCTA in implementation of the TDM program.

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F. The sources of funding for payment for on-call professional consulting services provided under this Agreement may include the following funding sources:

> Commission Measure A funds, Federal Highway Administration (FHWA), Federal Transit Administration (FTA), state funds through Caltrans, or SBCTA reimbursements (from local or federal funds)

In relation to such funding, Consulant shall execute and submit to the Commission the certification shown in Exhibit "E" attached hereto and incorporated herein by reference. Consultant shall comply with all funding source requirements as further set forth in this Agreement and the attached exhibits.

G. Consultant desires to perform and assume responsibility for the provision of certain on-call services for the TDM program. Services shall be provided for the Commission or for the benefit of SBCTA, as directed, on the terms and conditions set forth in this Agreement and in the task order(s) to be solicited, awarded and authorized by Commission as further described in this Agreement ("Task Order"). Consultant represents that it is experienced in providing such services to public clients, is licensed in the State of California (if necessary), and is familiar with the plans of the Commission.

H. Commission desires to engage Consultant to render such services on an on-call basis. Services shall be ordered by Task Order(s) to be issued pursuant to this Agreement for future projects as set forth herein and in each Task Order (each such project shall be designated a "Project" under this Agreement).

Terms.

1. General Scope of Services. Consultant shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise, and incidental and customary work necessary to fully and adequately supply the on-call TDM program related services for the Projects ("Services"). The Services are generally described in Exhibit "A" attached hereto and incorporated herein by reference. The Services shall be more particularly described in the individual Task Orders issued by the Commission's Executive Director or designee. No Services shall be performed unless authorized by a Task Order. All Services shall be subject to, and performed in accordance with, this Agreement, the relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

2. Task Orders; Commencement of Services; Schedule of Services. Services under this Agreement shall be requested by the Commission pursuant to Task Order requests. If Commission accepts Consultant's Task Order proposal, Commission shall issue a purchase order or executed task order for the Services ("Commission's Task Order Authorization"). Consultant's agreement to the final terms of a proposed Task Order, Commission's Task Order Authorization and Consultant's commencement of the Services shall indicate the Parties' agreement to the terms of the relevant Task Order.

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Consultant shall commence Services under a Task Order within five (5) days of receiving Commission's Task Order Authorization, or as otherwise specified in the Task Order request.

Consultant shall perform the Services expeditiously, in accordance with any schedule for the Services set forth in a Task Order ("Schedule of Services"). 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, Commission shall respond to Consultant's submittals in a timely manner. Upon request of the Commission, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

Task Orders may not be used to amend the language (or the terms) of this Agreement or to exceed the scope of work under this Agreement.

3. Pre-Award Audit. As a result of the funding for this Project, and to the extent Caltrans procedures apply in connection therewith, issuance of a "Notice to Proceed" or other authorization to proceed under a Task Order may be contingent upon completion and approval of a pre-award audit. Any questions raised during the pre-award audit shall be resolved before Services are commenced under a Task Order. The funding provided under this Agreement is contingent on meeting all funding requirements and could be withdrawn, thereby entitling the Commission to terminate this Agreement, if the procedures are not completed. The Consultant's files shall be maintained in a manner to facilitate State process reviews. In addition, Caltrans may require that prior to performance of any work for which funding reimbursement through Caltrans is requested and provided, that Caltrans must give to Commission an "Authorization to Proceed".

4. Audit Procedures.

4.1 Consultant and certain subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an Independent Cost Review (ICR) Audit, or a CPA ICR audit work paper review. If selected for audit or review, this Agreement, Consultant's cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. This Agreement, Consultant's cost proposal, and ICR shall be adjusted by Consultant and approved by the Commission's contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into this Agreement by this reference if directed by Commission at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of the Agreement terms and cause for termination of this Agreement and disallowance of prior reimbursed costs. Additional audit provisions applicable to this Agreement are set forth in Sections 22 and 23 of this Agreement.

DRAFT

Section 4.2 and 4.3 shall apply to the extent applicable to the Task Order and funding source.

4.2 During any Caltrans' review of the ICR audit work papers created by the Consultant's independent CPA (which may include review by the Independent Office of Audits and Investigations), Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, Commission will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines is received and approved by Caltrans.

Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

4.3 If Caltrans is unable to issue a cognizant letter per Section 4.2 above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the Caltrans' management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

If the Consultant fails to comply with the provisions of this Section 4, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in Section 4.2 above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

Consultant may submit to Commission final invoice only when all of the following items have occurred: (1) Caltrans accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of Commission; and, (3) Caltrans has issued its final ICR review letter. The Consultant must submit its final invoice to Commission no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all Task Orders issued under this Agreement, and all other

DRAFT

agreements executed between the Commission and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

5. Term.

5.1 This Agreement shall go into effect on the date first set forth above, contingent upon approval by Commission, and shall remain in effect for three (3) years, unless extended by contract amendment. The Commission may extend the term of this Agreement, in its sole discretion, for two (2) additional one (1) year period. No Task Order shall extend beyond the expiration date of this Agreement.

5.2 Consultant is advised that any recommendation for contract award is not binding on Commission until this Agreement is fully executed and approved by the Commission.

5.3 This Agreement shall remain in effect for the term set forth above, 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. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

6. Commission's Contract Administrator. The Commission hereby designates the Commission's Executive Director, or his or her designee, to act as its Contract Administrator for the performance of this Agreement ("Commission's Contract Administrator"). Commission's Contract Administrator shall have the authority to act on behalf of the Commission for all purposes under this Agreement. Commission's Contract Administrator shall also review and give approval, as needed, to the details of Consultant's work as it progresses. Consultant shall not accept direction or orders from any person other than the Commission's Contract Administrator or his or her designee.

7. Consultant's Representative. Consultant hereby designates MICHAEL HEMRY to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her professional 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. Consultant shall work closely and cooperate fully with Commission's Contract Administrator and any other agencies which may have jurisdiction over, or an interest in, the Services. Consultant's Representative shall be available to the Commission staff at all reasonable times. Any substitution in Consultant's Representative shall be approved in writing by Commission's Contract Administrator.

8. Substitution of Key Personnel. Consultant has represented to the Commission 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 by the

DRAFT

Commission. In the event that the Commission and Consultant cannot agree as to the substitution of the key personnel, the Commission shall be entitled to terminate this Agreement for cause, pursuant to the provisions herein. The key personnel for performance of this Agreement are: MICHAEL HEMRY, JODY HEMRY, RYAN SWOVERLAND, JEFF DINGCONG, GRIFFIN CRANNELL or as otherwise identified in the Task Order.

9. Standard of Care; License. Consultant represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Agreement to fully and adequately complete the Project. Consultant shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents and warrants to the Commission that its employees and subcontractors 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. Consultant shall perform, at its own cost and expense and without reimbursement from the Commission, 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, and shall be fully responsible to the Commission and SBCTA for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions. Any employee of Consultant or its sub-consultants who is determined by the Commission 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 the Commission, 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.

10. 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. Commission retains Consultant on an independent contractor basis and not as an employee, agent or representative of the Commission. 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 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 and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, disability insurance, and workers' compensation insurance. Consultant hereby indemnifies and holds the Commission and SBCTA harmless, pursuant to the indemnification provisions contained in this Agreement, from any and all claims that may be made against the Commission based

DRAFT

upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

11. Project Progress.

11.1 Modification of the Schedule. Consultant shall regularly report to the Commission, through correspondence or progress reports, its progress in providing required Services within the scheduled time periods. Commission shall be promptly informed of all anticipated delays. In the event that Consultant determines that a schedule modification is necessary, Consultant shall promptly submit a revised Schedule of Services for approval by Commission's Contract Administrator.

11.2 Trend Meetings. Consultant shall conduct trend meetings with the Commission's Contract Administrator and other interested parties, as requested by the Commission, and as may be mutually scheduled by the Parties. These trend meetings will encompass focused and informal discussions concerning scope, schedule, and current progress of Services, relevant cost issues, and future Project objectives.

11.3 Progress Reports. As part of its monthly invoice, Consultant shall submit a progress report, in a form determined by the Commission, which will indicate the progress achieved during the previous month in relation to the Schedule of Services. Submission of such progress report by Consultant shall be a condition precedent to receipt of payment from the Commission for each monthly invoice submitted.

12. Delay in Performance.

12.1 Excusable Delays. Should Consultant be delayed or prevented from the timely performance of any act or Services required by the terms of the Agreement by reason of acts of God or of the public enemy, acts or omissions of the Commission or other governmental agencies in either their sovereign or contractual capacities, fires, floods, pandemics, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, performance of such act shall be excused for the period of such delay.

12.2 Written Notice. If Consultant believes it is entitled to an extension of time due to conditions set forth in subsection 12.1, Consultant shall provide written notice to the Commission within seven (7) working days from the time Consultant knows, or reasonably should have known, that performance of the Services will be delayed due to such conditions. Failure of Consultant to provide such timely notice shall constitute a waiver by Consultant of any right to an excusable delay in time of performance.

12.3 Mutual Agreement. Performance of any Services under this Agreement may be delayed upon mutual agreement of the Parties. Upon such agreement, Consultant's Schedule of Services shall be extended as necessary by the Commission. Consultant shall take all reasonable steps to minimize delay in completion, and additional costs, resulting from any such extension.

DRAFT

13. Preliminary Review of Work. All reports, working papers, and similar work products prepared for submission in the course of providing Services under this Agreement shall be submitted to the Commission's Contract Administrator in draft form, and the Commission may require revisions of such drafts prior to formal submission and approval. In the event that Commission's Contract Administrator, in his or her sole discretion, determines the formally submitted work product to be not in accordance with the standard of care established under this Agreement, Commission's Contract Administrator may require Consultant to revise and resubmit the work at no cost to the Commission.

14. Appearance at Public Meetings. If requested by the Commission, Consultant shall render assistance at public meetings related to the Project or necessary to the performance of the Services.

15. Opportunity to Cure; Inspection of Work. Commission may provide Consultant an opportunity to cure, at Consultant's expense, all errors and omissions which may be disclosed during Project implementation. Should Consultant fail to make such correction in a timely manner, such correction may be made by the Commission, and the cost thereof charged to Consultant. Consultant shall allow the Commission's Contract Administrator and Caltrans to inspect or review Consultant's work in progress at any reasonable time.

16. Copyrights in Connection with Federal Funding. In the event copyrights are permitted under this Agreement, then in connection with Federal funding, it is hereby acknowledged and agreed that the United States Department of Transportation shall have the royalty-free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.

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

18. Fees and Payment.

18.1 The method of payment for this Agreement will be based specific rates of compensation. Consultant will be reimbursed for hours worked at the hourly rates specified in the Consultant's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer

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payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this Agreement.

18.2 In addition, Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.

18.3 Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in Consultant's approved Cost Proposal.

18.4 Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. Consultant will be responsible for transportation and subsistence costs in excess of State rates.

18.5 When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

18.6 Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred. No payment will be made prior to approval or for any work performed prior to approval of this Agreement, or prior to issuance of a Task Order.

18.7 Consultant will be reimbursed within thirty (30) days upon approval by Commission's Contract Administrator of itemized invoices submitted by Consultant. Separate invoices itemizing all costs are required for all work performed under each Task Order. Commission's Contract Administrator shall notify Consultant of any disputed items contained in an invoice, and payment for such items shall be withheld pending resolution of the Commission's concerns.

18.8 Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which Consultant is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number, project title and Task Order number.

Invoices shall be mailed to Commission's Contract Administrator at the following address:

Riverside County Transportation Commission
Attention: Accounts Payable
P.O. 12008
Riverside, CA 92502

18.9 The total amount payable by Commission for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by

DRAFT

amendment. If Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

18.10 Commission has or will enter into seven (7) task order contracts for performance of the Scope of Services identified in Exhibit "A", including this Agreement ("On-Call TDM Contracts"). The other On-Call TDM Contracts are Agreement 26-41-035-00 (AECOM Technical Services), Agreement 26-41-056-00 (Alta Planning + Design), Agreement 26-41-057-00 (HNTB Corporation), Agreement 26-41-058-00 (ICF Consulting), Agreement 26-41-060-00 (Nelson\Nygaard Consulting Associates), and Agreement 26-41-061-00 (Steer Davies & Gleave). The total amount payable by Commission for the On-Call TDM Contracts shall not exceed a cumulative maximum total value of **Seven Million Dollars ($7,000,000) ("NTE Sum")**. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under the On-Call TDM Contracts through Task Orders. Each time a Task Order is awarded under any of the On-Call TDM Contracts, Commission must send written notification to Consultant and each of the other consultants entering into the On-Call TDM Contracts. The notice must identify the total funds allocated under issued Task Orders, and the remaining unencumbered amount of the NTE Sum. Consultant acknowledges and agrees that Commission must not pay any amount under this Agreement that would exceed the NTE Sum, and Consultant must not enter into a Task Order that exceeds the NTE Sum.

18.11 All subcontracts in excess of $25,000 shall contain the above provisions.

19. Disputes.

19.1 Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by mutual agreement of the Parties shall be decided by a committee consisting of RCTC's Contract Administrator and the Director of Capital Projects, who may consider written or verbal information submitted by Consultant.

19.2 Not later than 30 days after completion of all Services under this Agreement, Consultant may request review by the Commission's Executive Director of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

19.3 Neither the pendency of a dispute, nor its consideration by the committee will excuse Consultant from full and timely performance in accordance with the terms of this Agreement.

DRAFT

20. Termination; Suspension.

20.1 Commission reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to Consultant, for any or no reason, with the reasons for termination stated in the notice. Commission may terminate Services under a Task Order, at any time, for any or no reason, with the effective date of termination to be specified in the notice of termination of Task Order.

20.2 Commission may terminate this Agreement with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, Commission may proceed with the Services in any manner deemed proper by Commission. If Commission terminates this Agreement with Consultant, Commission shall pay Consultant the sum due to Consultant under this Agreement for Services completed and accepted prior to termination, unless the cost of completion to Commission exceeds the funds remaining in the Agreement. In such case, the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.

20.3 In addition to the above, payment upon termination shall include a prorated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed Services. Consultant shall provide documentation deemed adequate by Commission's Contract Administrator to show the Services actually completed by Consultant prior to the effective date of termination. This Agreement shall terminate on the effective date of the Notice of Termination

20.4 Upon receipt of the written Notice of Termination, Consultant shall discontinue all affected Services as directed in the Notice or as otherwise provided herein, and deliver to the Commission all Documents and Data, as defined in this Agreement, as may have been prepared or accumulated by Consultant in performance of the Services, whether completed or in progress.

20.5 In addition to the above, Consultant shall be liable to the Commission for any reasonable additional costs incurred by the Commission to revise work for which the Commission has compensated Consultant under this Agreement, but which the Commission has determined in its sole discretion needs to be revised, in part or whole, to complete the Project because it did not meet the standard of care established in this Agreement. Termination of this Agreement for cause may be considered by the Commission in determining whether to enter into future agreements with Consultant.

20.6 The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

20.7 Consultant, in executing this Agreement, shall be deemed to have waived any and all claims for damages which may otherwise arise from the Commission's termination of this Agreement, for convenience or cause, as provided in this Section.

DRAFT

20.8 Consultant may not terminate this Agreement except for cause.

21.9 In addition to the termination rights above, Commission may temporarily suspend this Agreement or Services under any Task Order, at no additional cost to Commission, provided that Consultant is given written notice of temporary suspension. If Commission gives such notice of temporary suspension, Consultant shall immediately suspend its activities under the relevant Task Order(s). A temporary suspension may be issued concurrent with a notice of termination.

21. Cost Principles and Administrative Requirements.

21.1 Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

21.2 Consultant also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

21.3 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to Commission.

21.4 All subcontracts in excess of $25,000 shall contain the above provisions.

22. Retention of Records/Audit. For the purpose of determining compliance with, as applicable, 2 CFR Part 200, Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this Agreement pursuant to Government Code 8546.7; Consultant, subconsultants, and Commission shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under this Agreement. The State, State Auditor, Commission, or any duly authorized representative of the State or Federal Government shall have access to any books, records, and documents of Consultant and it's certified public accountants (CPA) work papers that are pertinent to this Agreement and, if applicable, indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of $25,000 shall contain this provision.

22.1 Accounting System. Consultant and its subcontractors shall establish and maintain an accounting system and records that properly accumulate and

DRAFT

segregate expenditures by line item for the Services. The accounting system of Consultant and its subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

23. Audit Review Procedures.

23.1 Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by Commission's Chief Financial Officer.

23.2 Not later than 30 days after issuance of the final audit report, Consultant may request a review by Commission's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

23.3 Neither the pendency of a dispute nor its consideration by Commission shall excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.

24. Subcontracting.

24.1 Nothing contained in this Agreement or otherwise, shall create any contractual relation between Commission and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to Commission and SBCTA for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from Commission's obligation to make payments to the Consultant.

24.2 Consultant shall perform the Services contemplated with resources available within its own organization and no portion of the Services pertinent to this Agreement shall be subcontracted without written authorization by Commission's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

24.3 Consultant shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to Consultant by Commission.

24.4 Any subcontract in excess of $25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.

24.5 Any substitution of subconsultant(s) must be approved in writing by Commission's Contract Administrator prior to the start of work by the subconsultant(s).

24.6 Exhibit "B" may set forth the rates at which each subconsultant shall bill the Consultant for Services and that are subject to reimbursement by the Commission

DRAFT

to Consultant. Additional Direct Costs, as defined in Exhibit "B" shall be the same for both the Consultant and all subconsultants, unless otherwise identified in Exhibit "B" or in a Task Order. The subconsultant rate schedules and cost proposals contained herein are for accounting purposes only.

25. Equipment Purchase

25.1 Prior authorization, in writing, by Commission's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract for supplies, equipment, or services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

25.2 For purchase of any item, service or consulting work not covered in the Cost Proposal and exceeding $5,000 prior authorization, in writing, by Commission's Contract Administrator is required. Three competitive quotations must be submitted with the request for such purchase, or the absence of bidding must be adequately justified.

25.3 Any equipment purchased as a result of this Agreement is subject to the following: Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, Commission shall receive a proper refund or credit at the conclusion of this Agreement, or if this Agreement is terminated, Consultant may either keep the equipment and credit Commission in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established Commission procedures; and credit Commission in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by Commission and Consultant. If Consultant determines to sell the equipment, the terms and conditions of such sale must be approved in advance by Commission. 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the Project.

DRAFT

25.4 All subcontracts in excess $25,000 shall contain the above provisions.

26. Labor Code Requirements.

26.1 Prevailing Wages.

(a) If applicable, Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the Services.

(b) When prevailing wages apply to the Services described in the Scope of Services, transportation and subsistence costs shall be reimbursed at the

minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

(c) Copies of the prevailing rate of per diem wages in effect at commencement of this Agreement are on file at the Commission's offices. 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 shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Commission, SBCTA and their elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

26.2 DIR Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

26.3 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Consultant or the Services are not subject to the Eight-Hour Law. Consultant shall forfeit to Commission as a penalty, $50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

26.4 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade

DRAFT

shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Consultant

27. Ownership of Materials/Confidentiality.

27.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission and SBCTA to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data 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 subcontractors to agree in writing that Commission and SBCTA are granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such 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 the Commission or SBCTA.

Commission and SBCTA 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 Commission's and SBCTA's sole risk.

27.2 Intellectual Property. In addition, Commission and SBCTA 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.

The Commission and SBCTA shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or

DRAFT

not paid for wholly or in part by Commission, 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 Commission.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors 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 Commission.

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.

Commission 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.

27.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Commission, 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 Commission's or SBCTA'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 Commission.

27.4 Infringement Indemnification. Consultant shall defend, indemnify and hold the Commission, SBCTA, their 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 Commission or SBCTA of the Documents & Data, including any method, process, product, or concept specified or depicted.

DRAFT

28. Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold Commission, SBCTA and their directors, officials, officers, employees, consultants, 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, inverse condemnation, and any claims related to property acquisition and relocation rules or failure to detect or abate hazardous materials, which are brought by a third party, and which , in any manner arise out of or are incident to alleged negligent 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 consequential damages, expert witness fees, 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 Commission, SBCTA, and their directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission, SBCTA or their directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, SBCTA and their directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's 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 Commission, SBCTA or their directors, officials officers, employees, consultants, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

29. Insurance.

29.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this Section, in a form and with insurance companies acceptable to the Commission. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this Section.

29.2 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

DRAFT

performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors 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. Limits may be achieved by any combination of primary and excess or umbrella liability insurance; (2) *Automobile Liability:* $2,000,000 per accident for bodily injury and property damage. Limits may be achieved by any combination of primary and excess or umbrella liability insurance; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of $1,000,000 per accident.

29.3 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 Project, errors and omissions liability insurance appropriate to their profession. For Consultant, 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. Subconsultants of Consultant shall obtain such insurance in an amount not less than $1,000,000 per claim. Notwithstanding the foregoing, the Commission may consider written requests to lower or dispense with the errors and omissions liability insurance requirement contained in this Section for certain subconsultants of Consultant, on a case-by-case basis, depending on the nature and scope of the Services to be provided by the subconsultant. Approval of such request shall be in writing, signed by the Commission's Contract Administrator.

29.4 Network and Privacy Insurance. Consultant shall procure and maintain Network and Privacy (Errors and Omissions) insurance in an amount of not less than $1,000,000 per claim and $1,000,000 in the annual aggregate, protecting

DRAFT

Commission and SBCTA from the following exposures relating to performance under this Agreement:

(a) the theft, dissemination and/or unauthorized disclosure or use of confidential information and personally identifiable information (not to be limited bank information, social security numbers, health information, credit card account information, and confidential corporate information). Such insurance shall also include coverage for credit monitoring, notification expenses and other related costs associated with mitigating a data security or privacy breach; and

(b) the introduction of a computer virus into, or otherwise causing damage to, a computer, computer system, network or similar computer-related property and the data, software, and programs used herein.

If such insurance is maintained on an occurrence basis, Consultant shall maintain such insurance for an additional period of one year following the end of the term of this Agreement. If such insurance is maintained on a claims-made basis, Consultant shall maintain such insurance for an additional period of three years following the end of the term of this Agreement.

29.5 Aircraft Liability Insurance. Prior to conducting any Services requiring use of aircraft (including drones), Consultant shall procure and maintain, or cause to be procured and maintained, aircraft liability insurance or equivalent form, with a single limit as shall be required by the Commission. Such insurance shall include coverage for owned, hired and non-owned aircraft and passengers, and shall name, or be endorsed to name, the Commission, SBCTA and their directors, officials, officers, employees and agents as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant.

29.6 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the Commission 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 this Agreement.

DRAFT

(iii) The policy shall give the Commission, SBCTA and their directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from the Commission's, or SBCTA'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. The automobile liability policy shall be endorsed to state that: (1) the Commission, SBCTA and their directors, officials, officers, employees and agents 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 the Commission, SBCTA and their directors, officials, officers, employees and agents, 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 the Commission, SBCTA and their directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(c) Workers' Compensation and Employers Liability Coverage.

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

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

(d) All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

(ii) 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 the Commission, SBCTA and their directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits

DRAFT

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.

(iii) 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 the Commission. 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).

(iv) Consultant shall provide the Commission 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 the Commission at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Except as otherwise specified in 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.

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Commission, 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.

(vii) 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, Commission has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Commission will be promptly reimbursed by Consultant or Commission will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Commission may cancel this Agreement. The Commission may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(viii) Neither the Commission, SBCTA nor any of their directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

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(ix) All insurance required by this Agreement shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Commission, SBCTA, their directors, officials, officers, employees and agents. All policies shall waive any right of subrogation of the insurer against the Commission, SBCTA, their directors, officials, officers, employees and agents, or any other additional insureds, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Commission, SBCTA, their directors, officials, officers, employees, and agents, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

29.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. If the Commission does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of the Commission, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Commission, SBCTA, their directors, officials, officers, employees and agents; or, (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expense.

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

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

29.10 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Commission that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Commission as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

29.11 Other Insurance. At its option, the Commission may require such additional coverage(s), limits and/or the reduction of deductibles or retentions it considers reasonable and prudent based upon risk factors that may directly or indirectly impact the Project. In retaining this option Commission does not warrant Consultant's

DRAFT

insurance program to be adequate. Consultant shall have the right to purchase insurance in addition to the insurance required in this Section.

30. 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 subcontractors, 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.

31. Additional Work. Any work or activities that are in addition to, or otherwise outside of, the Services to be performed pursuant to this Agreement shall only be performed pursuant to a separate agreement between the parties. Notwithstanding the foregoing, the Commission's Executive Director may make a change to the Agreement, other than a Cardinal Change. For purposes of this Agreement, a Cardinal Change is a change which is "outside the scope" of the Agreement; in other words, work which should not be regarded as having been fairly and reasonably within the contemplation of the parties when the Agreement was entered into. An example of a change which is not a Cardinal Change would be where, in a contract to construct a building there are many changes in the materials used, but the size and layout of the building remains the same. Cardinal Changes are not within the authority of this provision to order, and shall be processed by the Commission as "sole source" procurements according to applicable law, including the requirements of FTA Circular 4220.1D, paragraph 9(f).

(a) In addition to the changes authorized above, a modification which is signed by Consultant and the Commission's Executive Director, other than a Cardinal Change, may be made in order to: (1) make a negotiated equitable adjustment to the Agreement price, delivery schedule and other terms resulting from the issuance of a Change Order, (2) reflect definitive letter contracts, and (3) reflect other agreements of the parties modifying the terms of this Agreement ("Bilateral Contract Modification").

(b) Consultant shall not perform, nor be compensated for any change, without written authorization from the Commission's Executive Director as set forth herein. In the event such a change authorization is not issued and signed by the Commission's Executive Director, Consultant shall not provide such change.

32. Prohibited Interests.

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32.1 Solicitation. 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, the Commission shall have the right to rescind this Agreement without liability.

32.2 Consultant Conflict of Interest.

(a) Consultant shall disclose any financial, business, or other relationship with Commission that may have an impact upon the outcome of this Agreement. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

(b) Any subcontract in excess of $25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

32.3 Commission Conflict of Interest. For the term of this Agreement, no member, officer or employee of the Commission, during the term of his or her service with the Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

32.4 Conflict of Employment. Employment by the Consultant of personnel currently on the payroll of the Commission shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Consultant of personnel who have been on the Commission payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon the Consultant securing this or related Agreements with the Commission, is prohibited.

32.5 Covenant Against Contingent Fees. As required in connection with federal funding, the Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the Commission shall have the right to terminate this Agreement without liability pursuant to the terms herein, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

DRAFT

32.6 Rebates, Kickbacks or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any Commission employee. For breach or violation of this warranty, Commission shall have the right in its discretion; to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

32.7 Covenant Against Expenditure of Commission, State or Federal Funds for Lobbying. The Consultant certifies that to the best of his/ her knowledge and belief no state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of the Consultant to any person for the purpose of influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the award of any state or federal contract, grant, loan, or cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

(a) If any funds other than federal appropriated funds have been paid, or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this Agreement, the Consultant shall complete and submit the attached Exhibit "F", Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with the attached instructions.

(b) The Consultant's certification provided in this Section is a material representation of fact upon which reliance was placed when this Agreement was entered into, and is a prerequisite for entering into this Agreement pursuant to Section 1352, Title 31, US. Code. Failure to comply with the restrictions on expenditures, or the disclosure and certification requirements set forth in Section 1352, Title 31, US. Code may result in a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(c) The Consultant also agrees by signing this Agreement that he/she shall require that the language set forth in this Section be included in all Consultant subcontracts which exceed $100,000, and that all such subcontractors shall certify and disclose accordingly.

32.8 Employment Adverse to the Commission. Consultant shall notify the Commission, and shall obtain the Commission’s written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against the Commission during the term of this Agreement.

33. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee

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or applicant for employment because of race, religion, color, national origin, 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.

34. Right to Employ Other Consultants. Commission and SBCTA reserve the right to employ other consultants in connection with the Project.

35. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California. Venue shall be in Riverside County.

36. Disputes; Attorneys' Fees.

36.1 Prior to commencing any action hereunder, the Parties shall attempt in good faith to resolve any dispute arising between them. The pendency of a dispute shall not excuse Consultant from full and timely performance of the Services.

36.2. If the Parties are unable to resolve a dispute after attempting in good faith to do so, the Parties may seek any other available remedy to resolve the dispute. 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 attorneys' fees and, all other costs of such actions.

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

38. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

39. 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:	**COMMISSION**:
Media Beef	Riverside County
6809 Indiana Avenue, #130	Transportation Commission
Riverside, CA 92506	4080 Lemon Street, 3rd
	Riverside, CA 92501
Attn: Michael Hemry	Attn: 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.

DRAFT

40. Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services. Notwithstanding the foregoing, if any provision of this Agreement conflicts in any way with a state or federal requirement, as directed by the Commission (i) the state or federal requirement shall govern; or (ii) the more stringent requirement shall apply.

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

42. Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements or understandings.

43. 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.

44. Provisions Applicable When State Funds or Federal Funds Are Involved. When funding for the Services under a Task Order is provided, in whole or in part, from the FHWA, or from state funds through Caltrans, Consultant shall also fully and adequately comply with the applicable provisions included in Exhibit "C" (FHWA/Caltrans Requirements) attached hereto and incorporated herein by reference. When funding for the Services under a Task Order is provided, in whole or in part, from the FTA, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (FTA Requirements) attached hereto and incorporated herein by reference.

45. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, shall survive any such expiration or termination.

46. No Third Party Beneficiaries. SBCTA is an intended third party beneficiary of any right or benefit granted to SBCTA under this Agreement. Except as set forth in the foregoing sentence, there are no other intended third party beneficiaries of any right or obligation assumed by the Parties.

47. Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require 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.

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

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49. Subpoenas or Court Orders. Should Consultant receive a subpoena or court order related to this Agreement, the Services or the Project, Consultant shall immediately provide written notice of the subpoena or court order to the Commission. Consultant shall not respond to any such subpoena or court order until notice to the Commission is provided as required herein, and shall cooperate with the Commission in responding to the subpoena or court order.

50. 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 the Commission. 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.

51. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of Commission.

52. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

53. No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

55. Electronically Transmitted Signatures; Electronic Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

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[Signatures on following page]

SIGNATURE PAGE
TO
PROFESSIONAL SERVICES AGREEMENT
WITH STATE AND FHWA FUNDING/ASSISTANCE

ON CALL TRANSPORTATION DEMAND MANAGEMENT SERVICES

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	**CONSULTANT MEDIA BEEF**
By:_____ Aaron Hake, Executive Director	By: _____ Signature
	_____ Name
Approved as to Form:	_____ Title
By:_____ Best, Best & Krieger LLP General Counsel	**ATTEST:**
	By: _____
	Its: _____

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* 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 RCTC.

EXHIBIT "A" - SCOPE OF SERVICES

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APPENDIX A

Statement of Services

On-Call Transportation Demand Management Services

The Riverside County Transportation Commission (RCTC) seeks to identify and select a bench of qualified consultants that demonstrate the experience, knowledge, and capacity to provide planning, design, evaluation, implementation, marketing, communications, and outreach services in support of Transportation Demand Management (TDM) strategies. Successful consultants will provide innovative and cost-effective solutions that reduce single-occupancy vehicle trips, manage travel demand, and improve mobility for Riverside and San Bernardino County residents, as well as for the regional employers that Inland Empire residents commute to. The selected consultants shall provide services on an on-call basis to support a wide variety of TDM projects, programs, and initiatives.

RCTC, in partnership with the San Bernardino County Transportation Authority (SBCTA), administers the IE Commuter program, which serves as the region's flagship TDM program. Consultants may be called upon to support special projects or projects identified through a Strategic TDM Study to be conducted in 2026, which will provide a blueprint for future program direction. Consultants may also support IE Commuter operations and related activities, including development of a transit training program, expansion of services and outreach to discretionary trip markets, targeted outreach efforts; and preparation for regional travel demands associated with events such as the 2028 Olympic Games.

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Requirements and Contract Information

As an on-call consultant for the Commission, the consultant shall respond within 72 hours to Task Order requests for projects, programs, or services. The response shall include a summary work plan, labor fees, and direct costs for the requested Task Order. Commission staff will review Task Order responses and select the consultant who best meets the requirements of the Task Order. The Commission is not bound to execute a Task Order and reserves the right to negotiate fees with the consultant.

The Commission intends to award an agreement to a bench of eight consultants and strongly encourages firms to seek the services of subcontractors that can help deliver specialized skillsets, such as analysis, technical services, and public engagement. If two or more firms, persons, or entities wish to submit one proposal in response to this RFP, they should do so on a prime/subconsultant basis rather than as a joint venture.

The proposed initial term of the agreement shall be three years with one two-year option term to extend the agreement up to five years. Option terms will be executed at RCTC's sole discretion.

The consultant shall comply with all relevant disclosure requirements and maintain the highest ethical standards both publicly and privately, including the avoidance of conflicts of interest. Participation of small, disadvantaged, and DBE-certified businesses is encouraged.

Scope of Work

The successful firms are expected to support the Commission's TDM efforts in the following areas:

Module 1: Data Collection & Analysis

- Conduct GIS analysis, commuter/employer surveys, ridership counts, and park & ride utilization studies.
- Develop models, dashboards, and analysis tools to support TDM decision-making.
- Integrate real-time data sources and performance tracking for continuous monitoring.

Module 2: Program Evaluation, Optimization, & Innovation

- Develop recommendations for enhancing commuter and employer support.
- Identify and implement opportunities to streamline service delivery.
- Apply behavior change tactics across personnel, communications, and technology touchpoints.
- Pilot and test innovative approaches with scalability assessments.
- Conduct cost-effectiveness analyses of TDM strategies.

Module 3: Employer & Community Engagement

- Design and implement outreach campaigns for various trip markets.
- Develop customized commuter benefit programs and telework policies.
- Facilitate development of new employer programs or services to maximize participation.
- Streamline approaches to new carpool/vanpool formations at worksites.
- Build peer-to-peer employer networks and partnerships with community-based organizations.
- Apply an equity lens to ensure outreach includes disadvantaged and underserved communities.

Module 4: Marketing & Communications

- Develop branding, messaging, outreach materials, and digital campaigns.

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- Produce stakeholder communications, presentations, and toolkits.
- Manage social media strategies, analytics, and digital engagement campaigns.
- Develop multilingual materials (English, Spanish, and other prevalent community languages).

Module 5: TDM Grant Funding Support

- Identify funding opportunities at local, state, and federal levels.
- Prepare grant applications, including technical content, budgets, and performance measures.
- Provide grant administration support, including compliance tracking and reporting.

Module 6: New Program Development

- Develop new mobility programs from concept through launch and transition to a program administrator consultant.
- Estimate ongoing operational resources and funding needs.
- Pilot test programs and assess scalability.
- Develop standard operating procedures and performance metrics frameworks at launch.

Module 7: Mobility Hubs and Park & Rides

- Develop innovative approaches to multimodal mobility hubs.
- Conduct first/last mile access studies, including bike/pedestrian and micromobility integration.
- Evaluate park & ride utilization and technology integration (real-time availability, payment apps).
- Administer park & ride lease program.

Module 8: Policy Development

- Assist in drafting ordinances and policies supporting TDM goals.
- Design incentive programs and commuter benefit strategies.
- Align local programs with state and federal policy requirements (e.g., CARB, SCAG, Caltrans).
- Develop monitoring and evaluation frameworks.

Module 9: Technology Scoping & Integration

- Develop technical scopes of work for TDM platforms and systems.
- Evaluate and integrate ridematching software, websites, mobile applications, and payment platforms.
- Ensure interoperability with regional systems (e.g., IE Commuter, Metrolink, MaaS applications).
- Support implementation of new enhancements while ensuring cybersecurity and data

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privacy compliance.

Deliverables

- Written reports, strategic plans, policy memos, or technical white papers.
- Coordination with program stakeholders, employers, and community partners.
- Planning, coordination, and delivery of employer or community events, with event summaries and participation reports.
- Technical specifications, technology roadmaps, and scoping documents for TDM systems/platforms.
- Data sets, dashboards, models, and analysis tools with accompanying metadata and governance guidelines.
- Outreach materials, presentations, videos, toolkits, creative assets, and multilingual campaign products.
- Training materials and workshop curricula for employers, community leaders, and transit users.
- Pilot project designs, implementation playbooks, and evaluation reports.
- Completed grant applications, funding strategies, and compliance reporting packages.
- Performance dashboards, quarterly/annual evaluation reports, and equity impact assessments.
- Standard operating procedures to support program implementation and long-term sustainability.
- Special event mobility management plans (e.g., Olympics, regional events).
- Draft and final versions of all work products.

Expectations of Selected Firms

The selected consultants shall be prepared to respond to various Task Order requests as they arise. Throughout the term of the contract, the consultant will provide services at the request of the Commission's staff and perform services only as agreed upon in each assigned Task Order. However, initiating new ideas and proposing suggestions is strongly recommended and encouraged to achieve the goals and objectives of the Commission.

The consultant may need to coordinate with engineering consultants, local jurisdictions, SBCTA, and other regulatory agencies to gather information necessary for the planning, design, and evaluation of TDM strategies. The consultant may also need to coordinate with other consultants already under contract to the Commission for services including but not limited to website development, strategic communications, and transportation modeling.

The consultant shall comply with all relevant disclosure requirements and maintain the highest ethical standards both publicly and privately, including the avoidance of conflicts of interest.

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Table 1: Potential* Projects, Programs, and Initiatives

- **Transit Trainer Program – Worksite Travel Training**
  Develop a worksite-based program to convert existing riders into volunteer transit trainers who guide new riders (colleagues at their own or adjacent worksites) in person through one or more transit trips until they can ride independently.
- **Transit Trainer Program – Discretionary/Leisure Travel Training**
  Provide training and support for individuals to use transit for non-work trips, such as shopping, recreation, and personal errands.
- **New Survey Incentive Development (RidesharePlus 2.0)**
  Develop a new survey incentive program to collect supplemental transportation behavior data beyond traditional AVR surveys or IE Commuter incentive participation. The program would offer incentives for commuters, regardless of mode status, to share insights on motivations and evolving trends influencing mode-shift decisions.
- **Virtual Park & Ride Concept**
  Explore concept of leveraging secure, underutilized commercial or municipal parking to create discrete carpool/vanpool spaces instead of large lots that can attract theft, with users locating and reserving spaces through a mobile app.
- **RCTC VanClub Funding & Administration Exploration**
  Assess opportunities for RCTC to secure funding (e.g., STA and/or 5307) through VanClub. Evaluate potential revenue generation, required administrative capacity, and cost-benefit tradeoffs.
- **High-Density Living / Community Engagement**
  Develop outreach and engagement strategies in high-density residential areas to increase awareness and adoption of transit, rideshare, and other sustainable mobility options.
- **Commercial Park Engagement**
  Efficiently engage commercial park employers to participate in IE Commuter programs, increasing ridematching potential and improving coordinated commuter options within concentrated employment centers.
- **Guaranteed Ride to Work Program**
  Explore options to provide guaranteed rides for disadvantaged communities, reducing transportation barriers to employment while promoting mode shift away from single-occupancy vehicles (SOV).

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EXHIBIT "B"- COMPENSATION AND PAYMENT (COST PROPOSAL)

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EXHIBIT "B"

COMPENSATION SUMMARY[1]

FIRM	PROJECT TASKS/ROLE	COST
Prime Consultant:		
Media Beef	TDM Services	$ 6,650,000.00
SUBTOTAL		**6,650,000.00**
OTHER DIRECT COSTS		**350,000.00**
TOTAL COSTS		**$ 7,000,000.00**

[1] Commission authorization pertains to total contract award amount. Compensation adjustments between consultants may occur; however, the maximum total compensation authorized may not be exceeded.

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EXHIBIT "C" FHWA/CALTRANS REQUIREMENTS

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FEDERAL DEPARTMENT OF TRANSPORTATION
FHWA AND CALTRANS REQUIREMENTS

1. FHWA Title VI Assurances.

A. Compliance with Regulations: Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

B. Nondiscrimination: Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information.

E. Sanctions for Noncompliance: In the event of Consultant's noncompliance with the nondiscrimination provisions of this agreement, the Commission shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: i. withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or ii. cancellation, termination or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: Consultant shall include the provisions of paragraphs (A) through (F) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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Consultant shall take such action with respect to any sub-agreement or procurement as the Commission or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request Commission enter into such litigation to protect the interests of the State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

2. ADDITIONAL NONDISCRIMINATION REQUIREMENTS

During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to: Pertinent Non-Discrimination Authorities:

• Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
• The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
• Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
• Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
• The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
• Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
• The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
• Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
• The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
• Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

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• Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
• Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

3. DISCRIMINATION

The Commission shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the implementation of the Caltrans DBE program or the requirements of 49 CFR Part 26. The Commission shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, of sex in the performance of this Agreement. Consultant or subcontractor shall carry out applicable requirements of 49 CFR Part 26 and the Caltrans DBE program in the award and administration of DOT-assisted contracts, as further set forth below. Failure by the Consultant or subcontractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the Commission deems appropriate.

4. PROMPT PAYMENT

A. Consultant agrees to pay each subconsultant under this Agreement for satisfactory performance of its contract no later than 15 days from the receipt of each payment the Consultant receives from the Commission. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Commission. This clause applies to both DBE and non-DBE subcontractors.

B. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Consultant to a subconsultant, Consultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the Consultant to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made. In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

C. The above provisions apply to Consultant's subconsultants who retain subconsultants.

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D. PROMPT PAYMENT CERTIFICATION. The Consultant shall submit Caltrans Exhibit 9-P (available at https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms and incorporated herein by reference) to the Commission by the 15th of the month following the month of any payment(s). If the Consultant does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Caltrans Exhibit 9-P. The submitted forms shall be reviewed by the Commission and submitted to Caltrans.

5. RELEASE OF RETAINAGE

No retainage will be held by the Commission from progress payments due to Consultant. Consultant and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the Commission's prior written approval. Any violation of these provisions shall subject the violating Consultant or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

6. LEGAL REMEDIES

In addition to those contract remedies set forth under relevant provisions of California law, either Party to this Agreement may, where applicable, seek legal redress for violations of this Agreement pursuant to the relevant provisions of 49 C.F.R. Parts 23 and 26, to the relevant federal or state statutory provisions governing civil rights violations, and to the relevant federal and state provisions governing false claims or "whistleblower" actions, as well as any and all other applicable federal and state provisions of law.

The Consultant shall include a provision to this effect in each of its agreements with its subcontractors.

7. DBE PARTICIPATION

NOT USED. THERE IS NO DBE GOAL FOR THIS AGREEMENT. THERE ARE NO DBE REPORTING OR MONITORING REQUIREMENTS FOR THIS AGREEMENT.

8. CONTRACT ASSURANCE; REMEDIES

A. Contract Assurance. Under 49 CFR 26.13(b):
Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Consultant shall carry out applicable

DRAFT

requirements of 49 CFR 26 in the award and administration of federal-aid contracts, as the same were amended by the DOT DBE Interim Final Rule.

B. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Commission appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying Consultant from future proposing as non-responsible

9. DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

In accordance with 49 CFR Part 29, which by this reference is incorporated herein, Consultant's subconsultants completed and submitted the Certificate of subconsultant Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion as part of the Consultant's proposal. If it is later determined that Consultant's subconsultants knowingly rendered an erroneous Certificate, the Commission may, among other remedies, terminate this Agreement.

10. ENVIRONMENTAL COMPLIANCE

A. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000).

B. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

C. Energy Policy and Conservation Act (Pub. L. 94—163, 89 Stat. 871.) — Consultant shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871), which are incorporated by reference in this Contract. (10 CFR 600.236(i)(13).)

11. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, and by signing this Agreement, Consultant certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with

DRAFT

an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

12. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

Consultant shall not obligate or expend any funds to be reimbursed under this Agreement to:

• Procure or obtain;
• Extend or renew a contract to procure or obtain; or
• Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The prohibited vendors (and their subsidiaries or affiliates) are:
• Huawei Technologies Company;
• ZTE Corporation;
• Hytera Communications Corporation;
• Hangzhou Hikvision Digital Technology Company;
• Dahua Technology Company; and
• Subsidiaries or affiliates of the above-mentioned companies.
and customers is sustained.

13. COVERED UNMANNED AIRCRAFT SYSTEMS

To the extent applicable, the Consultant shall comply with the requirements of the American Security Drone Act, Pub. L. No. 118-31, §§ 1821-32 (2023), including the prohibition on use of Federal funds for procurements and operation of covered unmanned aircraft systems from covered entities. Consultant shall ensure that any unmanned aircraft systems, including drones, purchased and/or used to complete the work under the Agreement are not manufactured or assembled by an American Security Drone Act-covered foreign entity. A list of covered foreign entities is maintained by the Federal Acquisition Security Council (FASC) and published in the System for Award Management (SAM). The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FHWA.

ADDITIONAL FEDERAL REQUIREMENTS

Additional federal requirements including, but not limited to, cost principles, accounting and auditing requirements are included in the model Agreement.

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EXHIBIT "D" FTA REQUIREMENTS

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FTA FUNDING REQUIREMENTS

As used herein, "RCTC" shall have the same meaning as the "Commission." The term "contract" or "Contract" shall have the same meaning as the "Agreement." The term "Consultant" shall have the same meaning as "Contractor" as used in the Agreement.

1. No Obligation by the Federal Government

a. RCTC and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b. The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statements or Related Acts

a. The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

b. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l)(1) on the Consultant, to the extent the Federal Government deems appropriate.

c. The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

3. Access to Records

The Consultant agrees to the following access to records requirements:

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a. To provide RCTC, SBCTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Consultant also agrees, pursuant to 49 C. F. R. 633.15 to provide the FTA Administrator or his authorized representatives including any PMO Consultant access to Consultant's records and construction sites pertaining to a major capital project, defined at 49 C.F.R. 633.5, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

b. To make available in the case of a contract for a capital project or improvement, as defined above and awarded by other than competitive bidding in accordance with 49 U.S.C. 5325(a), records related to the contract to RCTC, SBCTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

c. To maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Consultant agrees to maintain same until RCTC, SBCTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

d. To permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

e. To require all subconsultants to comply with this provision.

4. Federal Changes

The Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between RCTC and FTA, or SBCTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

5. Civil Rights

The following requirements apply to the underlying contract:

(1) Nondiscrimination – The following nondiscrimination requirements apply to the underlying contract:

(a) Consultant shall comply with:

(i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.;

DRAFT

(ii) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21, including any amendments thereto.

(iii) Federal transit law, specifically 49 U.S.C. § 5332.

(b) The following is prohibited:

(i) Discrimination based on race, color, religion, national origin, sex (including sexual orientation), disability, or age.

(ii) Exclusion from participating in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332.

(iii) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332.

(iv) Discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.

(b) Consultant shall follow:

(i) the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

(ii) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3.

(iii) All other applicable federal guidance that may be issued.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. . In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623, Federal transit law at 49 U.S.C. § 5332, the Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42

DRAFT

U.S.C. § 6101 *et seq*., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq*., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq*., and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against individuals on the basis of disability, and that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(3) The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. FTA Disadvantaged Business Enterprise (DBE) Requirements

A. General DBE Requirements: In accordance with Federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), Commission has adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs" (the "Regulations"). The Contract is subject to these stipulated regulations.

It is the policy of the Commission to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;

2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;

3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;

4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;

5. Help remove barriers to the participation of DBEs in DOT assisted contracts;

6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and

7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

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B. Discrimination: Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Any terms used herein that are defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations.

C. Commission's Race-Neutral DBE Program: A Race-Neutral DBE Program is one that, while benefiting DBEs, is not solely focused on DBE firms. Therefore, under a Race-Neutral DBE Program, Commission does not establish numeric race-conscious DBE participation goals on its DOT-assisted contracts. There is no FTA DBE goal on this Project.

Consultant shall not be required to achieve a specific level of DBE participation as a condition of contract compliance in the performance of this DOT-assisted contract. However, Consultant shall adhere to race-neutral DBE participation commitment(s) made at the time of award.

D. Race-Neutral DBE Submissions and Ongoing Reporting Requirements (Post-Award): At termination of the Contract, the successful Consultant shall complete and submit to Commission a "DBE Race-Neutral Participation Listing" in the form provided by Commission. In the event DBE(s) are utilized in the performance of the Agreement, Consultant shall comply with applicable reporting requirements.

E. Performance of DBE Subconsultants: DBE subconsultants listed by Consultant in its "DBE Race-Neutral Participation Listing" submitted at the time of proposal shall perform the work and supply the materials for which they are listed, unless Consultant has received prior written authorization from Commission to perform the work with other forces or to obtain the materials from other sources. Consultant shall provide written notification to Commission in a timely manner of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

F. DBE Certification Status: If a listed DBE subconsultant is decertified during the life of this Agreement, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a non-DBE subconsultant becomes a certified DBE during the life of this Agreement, the DBE subconsultant shall notify Consultant in writing with the date of certification. Consultant shall furnish the written documentation to Commission in a timely manner. Consultant shall include this requirement in all subcontracts.

G. Consultant's Assurance Clause Regarding Non-Discrimination: In compliance with State and Federal anti-discrimination laws, Consultant shall affirm that it will not exclude or discriminate on the basis of race, color, national origin, or sex in consideration of contract award opportunities. Further, Consultant shall affirm that they will consider, and utilize subconsultants and vendors, in a manner consistent with non-discrimination objectives.

H. Violations: Failure by the selected Consultant(s) to carry out these requirements shall be a material breach of the contract to be awarded pursuant to this RFP, which may result in the termination of the contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

DRAFT

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the Consultant from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

I. Prompt Payment: Consultant shall pay its subconsultants for satisfactory performance of their contracts no later than 30 days from receipt of each payment Commission makes to the Consultant. 49 C.F.R. § 26.29(a), unless a shorter period is provided in the contract.

J. Compliance with DBE Requirements Contained in FTA Provisions: Consultant shall comply with all DBE reporting and other requirements contained in this Agreement.

K. In accordance with the U.S. Department of Transportation (DOT) Disadvantaged Business Enterprise DBE Interim Final Rule (IFR) published on October 3, 2025 to amend 49 CFR Part 26:

a. Unless otherwise directed by FTA, and not withstanding any other provision herein, the Commission will not engage in compliance monitoring of DBE participation on the Agreement, and no DBE reporting is required.

b. Any DBE participation on the Agreement will not count towards any overall DBE goals.

c. Any changes to 49 CFR Part 26 as set forth in the IFR, as may be amended in the final rule, are hereby incorporated.

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7. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any RCTC requests which would cause RCTC to be in violation of the FTA terms and conditions.

8. Debarment and Suspension.

The Consultant agrees to the following:

(1) It will comply with the following requirements of 2 CFR Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200.

(2) It will not enter into any "covered transaction" (as that phrase is defined at 2 CFR §§ 180.220 and 1200.220) with any subconsultant whose principal is, suspended, debarred, or otherwise

excluded from participating in covered transactions, except as authorized by— (i) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200; (ii) U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180; and (iii) Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended recipients or third party participants.

(3) It will review the U.S. GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," if required by U.S. DOT regulations, 2 CFR Part 1200.

(4) Consultant agrees to include, and require all subconsultants to include, this provision in all subcontracts.

9. ADA Access Requirements

The Consultant shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC Section 12101 et seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794; 49 USC Section 5301(d).

10. Fly America

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To the extent applicable to the Services, the Consultant agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their consultants are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

11. Cargo Preference - Use of United States-Flag Vessels

To the extent applicable to the Services, the Consultant agrees:

1. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

2. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated,

DRAFT

"on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Consultant in the case of a subconsultant's bill-of-lading.)

3. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

12. Buy America

To the extent applicable, the Consultant shall comply with the following:

1. The domestic preference procurement requirements of 49 U.S.C. 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661, to the extent consistent with 49 U.S.C. 5323(j).

2. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

3. Procurement for rolling stock will comply with 49 U.S.C. § 5325 (Contract Requirements), 49 U.S.C. § 5323(j) (Buy America Requirements), 49 U.S.C. § 5323(m) (Pre-Award and Post Delivery Requirements), and 49 U.S.C. § 5318(e) (Bus Testing Requirements), 49 U.S.C. § 5323(u) (limitation on certain rolling stock procurements), and their implementing regulations.

13. Employment Provisions

To the extent applicable to the Services, Consultant shall comply with the following:

A. [For a construction or maintenance project over $2,000] **Davis–Bacon Act, as amended (40 U.S.C. 3141–3148).** When applicable, Contractor shall comply with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor shall pay wages not less than once a week. The non–Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. Contractor shall also comply with the Copeland "Anti–Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides

DRAFT

that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected violations shall be reported to the FTA.

B. [For contracts in excess of $100,000 that involve the employment of mechanics or laborers] **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).** When applicable, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

C. [For contracts not involving construction] **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3702).** Consultant will comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.

D. [For contracts involving commerce] **Fair Labor Standards Act (FLSA) (29 USC 201, et. seq.)**. Consultant will comply with the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201, et seq. to the extent that the FLSA applies to employees performing work with federal assistance provided through the contract involving commerce,

E. Release of Retainage

No retainage will be withheld by the RCTC from progress payments due Consultant. Retainage by Consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant or deficient subconsultant performance, or noncompliance by a subconsultant.

14. Termination for Convenience

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RCTC may terminate the Agreement for convenience in accordance with the terms of the Agreement.

After such termination, the Consultant shall submit a final termination settlement proposal to RCTC as directed. If the Consultant fails to submit a proposal within the time allowed, RCTC may determine, on the basis of information available, the amount, if any due the Consultant because of the termination and shall pay the amount determined. After the Consultant's proposal is received, RCTC and Consultant shall negotiate a fair and equitable settlement and the contract will be modified to reflect the negotiated agreement. If agreement cannot be reached, RCTC may issue a final determination and pay the amount determined. If the Consultant does not agree with this final determination or the determination resulting from the lack of timely submission of a proposal, the Consultant may appeal under the Disputes clause.

15. Administrative and Contractual Remedies on Breach; Termination for Cause

a. The Consultant may be declared in breach of this Agreement ("Breach") if the Consultant fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Consultant fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms. In case of any of the foregoing, RCTC shall notify the Consultant of the Breach, and the Consultant shall have a period of ten (10) days (or such longer period as RCTC may authorize in writing) after receipt of notice from RCTC to cure the Breach.

b. RCTC may, by written notice of termination to the Consultant specifying the effective date thereof, terminate the whole or any part of this contract, in the case of a Breach that is not cured within the timeframe set forth in (a) above ("Uncured Breach").

c. If the contract is terminated in whole or in part for an Uncured Breach, RCTC may procure upon such terms and in such manner as RCTC may deem appropriate, supplies or services similar to those so terminated, or may complete the services with its own forces. The Consultant shall be liable to RCTC for any excess costs for such similar supplies or services, and for any other costs incurred by RCTC as a result of the Uncured Breach. The Consultant shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

d. Except with respect to defaults of Subconsultants, the Consultant shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Consultant. If the failure to perform is caused by the default of a Subconsultant, and if such default arises out of causes beyond the control of both the Consultant and the Subconsultant, and without the fault or negligence of either of them, the Consultant shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required project completion schedule.

e. Payment for completed services or supplies delivered to and accepted by RCTC shall be at the contract price. RCTC may withhold from amounts otherwise due the Consultant for such completed services or supplies such sum as RCTC determines to be necessary to protect RCTC

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against loss because of outstanding liens of claims of former lien holders, or to reimburse RCTC for any other costs related to the Uncured Breach.

f. If, after notice of termination of this contract for cause, it is determined for any reason that an Uncured Breach did not exist, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the provisions for termination for convenience of RCTC.

g. The rights and remedies of RCTC provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

h. Notwithstanding the above, RCTC may, without providing an opportunity to cure, terminate the contract in accordance with the timeframe set forth in Section 17 of the contract, if RCTC determines such action is in its best interest based on the nature of the Breach. Such actions shall not limit any of RCTC's remedies set forth above.

16. Disputes

a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by supplemental agreement shall be decided by RCTC's Deputy Executive Director, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the RCTC Deputy Executive Director shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, Consultant mails or otherwise furnishes to the RCTC Deputy Executive Director a written appeal addressed to RCTC's Executive Director. The decision of RCTC Executive Director or duly authorized representative for the determination of such appeals shall be final and conclusive.

b. The provisions of this Paragraph shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Paragraph, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

c. Pending final decision of a dispute hereunder, Consultant shall proceed diligently with the performance of this Agreement and in accordance with the decision of RCTC's Deputy Executive Director. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any RCTC official or representative on a question of law, which questions shall be settled in accordance with the laws of the State of California.

17. Lobbying

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See the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Consultants who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. The Offeror shall complete and submit with its bid/proposal the attached Certification Regarding Lobbying, and if applicable, the Standard Form-LLL, "Disclosure Form to Report Lobbying."

18. Energy Conservation

The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

19. Clean Water

a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Consultant agrees to report each violation to RCTC and understands and agrees that RCTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The Consultant further agrees that:

(1) It will not use any violating facilities;
(2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
(3) It will report violations of use of prohibited facilities to FTA; and
(4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1388).

The Consultant also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

20. Clean Air

a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Consultant agrees to report each violation to RCTC and understands and agrees that RCTC will, in turn,

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report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The Consultant further agrees that:

(1) It will not use any violating facilities;
(2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
(3) It will report violations of use of prohibited facilities to FTA; and
(4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1388).

c. The Consultant also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

21. Solid Wastes

Recovered Materials - The Consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

22. Safe Operation of Motor Vehicles

Pursuant to Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party consultant to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project.

a. The Consultant is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Consultant or RCTC.
b. The Consultant agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this contract.

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23. Notification to FTA.

a. If a current or prospective legal matter that may affect the Federal Government emerges, the Consultant must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which this Agreement is being performed. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

b. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

c. *Additional Notice to U.S. DOT Inspector General*. The Consultant must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Commission located, if Consultant has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Consultant. In this paragraph, "promptly" means to refer information without delay and without change.

24. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Consultant shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Contract. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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25. Prohibited Transactions

Consultant certifies that:

a. Consultant does not have any unpaid Federal tax liability assessed, for which all judicial and administrative have been exhausted or have lapsed, and that in a timely manner pursuant to an agreement authority responsible for collecting the tax liability

b. Consultant was not convicted of the felony criminal violation Federal law within the preceding 24 months.

c. If Consultant cannot so certify, RCTC agrees to refer the matter to FTA and not to enter into any contract with Consultant without FTA's written approval

d. Consultant shall include, and require all subconsultants to include, this provision in all subcontracts.

26. Trafficking in Persons.

a. Consultant shall comply with section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended; 22 U.S.C. § 7104(g); and the terms of this section.

b. Definitions. Consultant agrees that for purposes of this section:

(i) Employee, for purposes of this section only, means either an individual who is employed by the Consultant or whose services are provided on a volunteer basis for the Consultant, and is participating in the Project or related activities as set forth in the Agreement,

(ii) Forced labor means labor obtained by recruitment, harboring, transportation, provision, or other means of obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(iii) Severe forms of trafficking in persons has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102. 23

(iv) Commercial sex act has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

(vi) Coercion has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

c. Consultant requirements:

(i) Consultant shall inform FTA and RCTC immediately of any information it receives from any source alleging a violation of the prohibitions in this section.

(ii) Consultant agrees that it and its employees that participate in this Agreement, may not:

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(1) Engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect,

(2) Procure a commercial sex act during the period of time that this Agreement is in effect, or

(3) Use forced labor in the performance of this Agreement or any subagreements hereunder.

d. Consultant shall include, and require all subconsultants to include, this provision in all subcontracts.

27. Covered Unmanned Aircraft Systems

To the extent applicable, the Consultant shall comply with the requirements of the American Security Drone Act, Pub. L. No. 118-31, §§ 1821-32 (2023), including the prohibition on use of Federal funds for procurements and operation of covered unmanned aircraft systems from covered entities. Consultant shall ensure that any unmanned aircraft systems, including drones, purchased and/or used to complete the work under the Agreement are not manufactured or assembled by an American Security Drone Act-covered foreign entity. A list of covered foreign entities is maintained by the Federal Acquisition Security Council (FASC) and published in the System for Award Management (SAM). The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

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EXHIBIT "E"

CERTIFICATE OF CONSULTANT

[attached behind this page]

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CERTIFICATE OF CONSULTANT

I HEREBY CERTIFY that I am the _____ and duly authorized representative of the firm of _____ whose address is _____, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor

(b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

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By: _____
Signature

_____
Name

_____
Title

_____

EXHIBIT "F" – LOBBYING ACTIVITIES DISCLOSURE

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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

[a.] a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

[a.] a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

[ ] a. initial
b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity
Media Beef 6809 Indiana Ave., #130, Riverside, CA 92506-4221
[✓] Prime [ ] Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)
$_____ [ ] actual [ ] planned

13. Form of Payment (check all that apply):
[ ] a. cash
[ ] b. in-kind; specify: nature _____
Value _____

14. Type of Payment (check all that apply)
[ ] a. retainer
[ ] b. one-time fee
[ ] c. commission
[ ] d. contingent fee
[ ] e deferred
[ ] f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** [ ] **No** [✓]

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Michael Hemry
Print Name: Michael Hemry
Title: President
Telephone No.: (951) 223-1031 Date: 01/31/2026

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Standard Form LLL Rev. 04-28-06

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Distribution: Orig- Local Agency Project Files

Agreement No. 26-41-060-00

**PROFESSIONAL SERVICES AGREEMENT
WITH FHWA AND FTA FUNDING ASSISTANCE**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT WITH
NELSON\NYGAARD CONSULTING ASSOCIATES
FOR ON-CALL
TRANSPORTATION DEMAND MANAGEMENT SERVICES**

Parties and Date.

This Agreement is made and entered into this ___ day of _____, 2026, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and NELSON\NYGAARD CONSULTING ASSOCIATES ("Consultant"), a CORPORATION. The Commission and Consultant are sometimes referred to herein individually as “Party”, and collectively as the “Parties”.

Recitals.

A. On November 8, 1988 the Voters of Riverside County approved Measure A authorizing the collection of a one-half percent (1/2 %) retail transactions and use tax (the "tax") to fund transportation programs and improvements within the County of Riverside, and adopting the Riverside County Transportation Improvement Plan (the "Plan").

B. Pursuant to Public Utility Code Sections 240000 et seq., the Commission is authorized to allocate the proceeds of the Tax in furtherance of the Plan.

C. On November 5, 2002, the voters of Riverside County approved an extension of the Measure A tax for an additional thirty (30) years for the continued funding of transportation and improvements within the County of Riverside.

D. The Commission, in partnership with San Bernardino County Transportation Authority (SBCTA), administers the IE Commuter program, which serves as the region’s flagship Transportation Demand Management (“TDM”) program.

E. The IE Commuter program is seeking innovative and cost-effective solutions that reduce single-occupancy vehicle trips, manage travel demand, and improve mobility for Riverside and San Bernardino County residents, as well as for the regional employers to which Inland Empire residents commute.

F. Consultant shall provide services on an on-call basis to support a wide variety of TDM projects, programs, and initiatives for the benefit of the Commission and SBCTA in implementation of the TDM program.

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F. The sources of funding for payment for on-call professional consulting services provided under this Agreement may include the following funding sources:

> Commission Measure A funds, Federal Highway Administration (FHWA), Federal Transit Administration (FTA), state funds through Caltrans, or SBCTA reimbursements (from local or federal funds)

In relation to such funding, Consulant shall execute and submit to the Commission the certification shown in Exhibit "E" attached hereto and incorporated herein by reference. Consultant shall comply with all funding source requirements as further set forth in this Agreement and the attached exhibits.

G. Consultant desires to perform and assume responsibility for the provision of certain on-call services for the TDM program. Services shall be provided for the Commission or for the benefit of SBCTA, as directed, on the terms and conditions set forth in this Agreement and in the task order(s) to be solicited, awarded and authorized by Commission as further described in this Agreement ("Task Order"). Consultant represents that it is experienced in providing such services to public clients, is licensed in the State of California (if necessary), and is familiar with the plans of the Commission.

H. Commission desires to engage Consultant to render such services on an on-call basis. Services shall be ordered by Task Order(s) to be issued pursuant to this Agreement for future projects as set forth herein and in each Task Order (each such project shall be designated a "Project" under this Agreement).

Terms.

1. General Scope of Services. Consultant shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise, and incidental and customary work necessary to fully and adequately supply the on-call TDM program related services for the Projects ("Services"). The Services are generally described in Exhibit "A" attached hereto and incorporated herein by reference. The Services shall be more particularly described in the individual Task Orders issued by the Commission's Executive Director or designee. No Services shall be performed unless authorized by a Task Order. All Services shall be subject to, and performed in accordance with, this Agreement, the relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

2. Task Orders; Commencement of Services; Schedule of Services. Services under this Agreement shall be requested by the Commission pursuant to Task Order requests. If Commission accepts Consultant's Task Order proposal, Commission shall issue a purchase order or executed task order for the Services ("Commission's Task Order Authorization"). Consultant's agreement to the final terms of a proposed Task Order, Commission's Task Order Authorization and Consultant's commencement of the Services shall indicate the Parties' agreement to the terms of the relevant Task Order.

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Consultant shall commence Services under a Task Order within five (5) days of receiving Commission's Task Order Authorization, or as otherwise specified in the Task Order request.

Consultant shall perform the Services expeditiously, in accordance with any schedule for the Services set forth in a Task Order ("Schedule of Services"). 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, Commission shall respond to Consultant's submittals in a timely manner. Upon request of the Commission, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

Task Orders may not be used to amend the language (or the terms) of this Agreement or to exceed the scope of work under this Agreement.

3. Pre-Award Audit. As a result of the funding for this Project, and to the extent Caltrans procedures apply in connection therewith, issuance of a "Notice to Proceed" or other authorization to proceed under a Task Order may be contingent upon completion and approval of a pre-award audit. Any questions raised during the pre-award audit shall be resolved before Services are commenced under a Task Order. The funding provided under this Agreement is contingent on meeting all funding requirements and could be withdrawn, thereby entitling the Commission to terminate this Agreement, if the procedures are not completed. The Consultant's files shall be maintained in a manner to facilitate State process reviews. In addition, Caltrans may require that prior to performance of any work for which funding reimbursement through Caltrans is requested and provided, that Caltrans must give to Commission an "Authorization to Proceed".

4. Audit Procedures.

4.1 Consultant and certain subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an Independent Cost Review (ICR) Audit, or a CPA ICR audit work paper review. If selected for audit or review, this Agreement, Consultant's cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. This Agreement, Consultant's cost proposal, and ICR shall be adjusted by Consultant and approved by the Commission's contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into this Agreement by this reference if directed by Commission at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of the Agreement terms and cause for termination of this Agreement and disallowance of prior reimbursed costs. Additional audit provisions applicable to this Agreement are set forth in Sections 22 and 23 of this Agreement.

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Section 4.2 and 4.3 shall apply to the extent applicable to the Task Order and funding source.

4.2 During any Caltrans' review of the ICR audit work papers created by the Consultant's independent CPA (which may include review by the Independent Office of Audits and Investigations), Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, Commission will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines is received and approved by Caltrans.

Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

4.3 If Caltrans is unable to issue a cognizant letter per Section 4.2 above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the Caltrans' management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

If the Consultant fails to comply with the provisions of this Section 4, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in Section 4.2 above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

Consultant may submit to Commission final invoice only when all of the following items have occurred: (1) Caltrans accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of Commission; and, (3) Caltrans has issued its final ICR review letter. The Consultant must submit its final invoice to Commission no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all Task Orders issued under this Agreement, and all other

DRAFT

agreements executed between the Commission and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

5. Term.

5.1 This Agreement shall go into effect on the date first set forth above, contingent upon approval by Commission, and shall remain in effect for three (3) years, unless extended by contract amendment. The Commission may extend the term of this Agreement, in its sole discretion, for two (2) additional one (1) year period. No Task Order shall extend beyond the expiration date of this Agreement.

5.2 Consultant is advised that any recommendation for contract award is not binding on Commission until this Agreement is fully executed and approved by the Commission.

5.3 This Agreement shall remain in effect for the term set forth above, 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. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

6. Commission's Contract Administrator. The Commission hereby designates the Commission's Executive Director, or his or her designee, to act as its Contract Administrator for the performance of this Agreement ("Commission's Contract Administrator"). Commission's Contract Administrator shall have the authority to act on behalf of the Commission for all purposes under this Agreement. Commission's Contract Administrator shall also review and give approval, as needed, to the details of Consultant's work as it progresses. Consultant shall not accept direction or orders from any person other than the Commission's Contract Administrator or his or her designee.

7. Consultant's Representative. Consultant hereby designates ZACHARY ZABEL to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her professional 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. Consultant shall work closely and cooperate fully with Commission's Contract Administrator and any other agencies which may have jurisdiction over, or an interest in, the Services. Consultant's Representative shall be available to the Commission staff at all reasonable times. Any substitution in Consultant's Representative shall be approved in writing by Commission's Contract Administrator.

8. Substitution of Key Personnel. Consultant has represented to the Commission 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 by the

DRAFT

Commission. In the event that the Commission and Consultant cannot agree as to the substitution of the key personnel, the Commission shall be entitled to terminate this Agreement for cause, pursuant to the provisions herein. The key personnel for performance of this Agreement are: ZACHARY ZABEL, NINA HARVEY, BRIE BECKER, PHIL OLMSTEAD, THOMAS BROWN, CHRIS JOHNSON, SARAH MCMINIMY, CHARLES FELDER, EZRA PINCUS-ROTH, ALEX MERCURI, NATHAN POPE, JUNGWHA YUH, BETHAN ROREM, ZOYA ZHOU, KAREN LA, ANNIE CHAN, JESSICA HARLEAUX, JENNIFER VELAZQUEZ or as otherwise identified in the Task Order.

9. Standard of Care; License. Consultant represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Agreement to fully and adequately complete the Project. Consultant shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents and warrants to the Commission that its employees and subcontractors 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. Consultant shall perform, at its own cost and expense and without reimbursement from the Commission, 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, and shall be fully responsible to the Commission and SBCTA for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions. Any employee of Consultant or its sub-consultants who is determined by the Commission 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 the Commission, 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.

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10. 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. Commission retains Consultant on an independent contractor basis and not as an employee, agent or representative of the Commission. 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 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 and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, disability insurance, and workers' compensation insurance. Consultant hereby indemnifies and holds the Commission and SBCTA harmless, pursuant to the indemnification provisions contained in this

Agreement, from any and all claims that may be made against the Commission based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

11. Project Progress.

11.1 Modification of the Schedule. Consultant shall regularly report to the Commission, through correspondence or progress reports, its progress in providing required Services within the scheduled time periods. Commission shall be promptly informed of all anticipated delays. In the event that Consultant determines that a schedule modification is necessary, Consultant shall promptly submit a revised Schedule of Services for approval by Commission's Contract Administrator.

11.2 Trend Meetings. Consultant shall conduct trend meetings with the Commission's Contract Administrator and other interested parties, as requested by the Commission, and as may be mutually scheduled by the Parties. These trend meetings will encompass focused and informal discussions concerning scope, schedule, and current progress of Services, relevant cost issues, and future Project objectives.

11.3 Progress Reports. As part of its monthly invoice, Consultant shall submit a progress report, in a form determined by the Commission, which will indicate the progress achieved during the previous month in relation to the Schedule of Services. Submission of such progress report by Consultant shall be a condition precedent to receipt of payment from the Commission for each monthly invoice submitted.

12. Delay in Performance.

12.1 Excusable Delays. Should Consultant be delayed or prevented from the timely performance of any act or Services required by the terms of the Agreement by reason of acts of God or of the public enemy, acts or omissions of the Commission or other governmental agencies in either their sovereign or contractual capacities, fires, floods, pandemics, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, performance of such act shall be excused for the period of such delay.

12.2 Written Notice. If Consultant believes it is entitled to an extension of time due to conditions set forth in subsection 12.1, Consultant shall provide written notice to the Commission within seven (7) working days from the time Consultant knows, or reasonably should have known, that performance of the Services will be delayed due to such conditions. Failure of Consultant to provide such timely notice shall constitute a waiver by Consultant of any right to an excusable delay in time of performance.

12.3 Mutual Agreement. Performance of any Services under this Agreement may be delayed upon mutual agreement of the Parties. Upon such agreement, Consultant's Schedule of Services shall be extended as necessary by the Commission. Consultant shall take all reasonable steps to minimize delay in completion, and additional costs, resulting from any such extension.

DRAFT

13. Preliminary Review of Work. All reports, working papers, and similar work products prepared for submission in the course of providing Services under this Agreement shall be submitted to the Commission's Contract Administrator in draft form, and the Commission may require revisions of such drafts prior to formal submission and approval. In the event that Commission's Contract Administrator, in his or her sole discretion, determines the formally submitted work product to be not in accordance with the standard of care established under this Agreement, Commission's Contract Administrator may require Consultant to revise and resubmit the work at no cost to the Commission.

14. Appearance at Public Meetings. If requested by the Commission, Consultant shall render assistance at public meetings related to the Project or necessary to the performance of the Services.

15. Opportunity to Cure; Inspection of Work. Commission may provide Consultant an opportunity to cure, at Consultant's expense, all errors and omissions which may be disclosed during Project implementation. Should Consultant fail to make such correction in a timely manner, such correction may be made by the Commission, and the cost thereof charged to Consultant. Consultant shall allow the Commission's Contract Administrator and Caltrans to inspect or review Consultant's work in progress at any reasonable time.

16. Copyrights in Connection with Federal Funding. In the event copyrights are permitted under this Agreement, then in connection with Federal funding, it is hereby acknowledged and agreed that the United States Department of Transportation shall have the royalty-free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.

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

18. Fees and Payment.

18.1 The method of payment for this Agreement will be based specific rates of compensation. Consultant will be reimbursed for hours worked at the hourly rates specified in the Consultant's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer

DRAFT

payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this Agreement.

18.2 In addition, Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.

18.3 Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in Consultant's approved Cost Proposal.

18.4 Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. Consultant will be responsible for transportation and subsistence costs in excess of State rates.

18.5 When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

18.6 Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred. No payment will be made prior to approval or for any work performed prior to approval of this Agreement, or prior to issuance of a Task Order.

18.7 Consultant will be reimbursed within thirty (30) days upon approval by Commission's Contract Administrator of itemized invoices submitted by Consultant. Separate invoices itemizing all costs are required for all work performed under each Task Order. Commission's Contract Administrator shall notify Consultant of any disputed items contained in an invoice, and payment for such items shall be withheld pending resolution of the Commission's concerns.

18.8 Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which Consultant is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number, project title and Task Order number.

Invoices shall be mailed to Commission's Contract Administrator at the following address:

Riverside County Transportation Commission
Attention: Accounts Payable
P.O. 12008
Riverside, CA 92502

18.9 The total amount payable by Commission for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by

DRAFT

amendment. If Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

18.10 Commission has or will enter into seven (7) task order contracts for performance of the Scope of Services identified in Exhibit "A", including this Agreement ("On-Call TDM Contracts"). The other On-Call TDM Contracts are Agreement 26-41-035-00 (AECOM Technical Services), Agreement 26-41-056-00 (Alta Planning + Design), Agreement 26-41-057-00 (HNTB Corporation), Agreement 26-41-058-00 (ICF Consulting), Agreement 26-41-059-00 (Media Beef), and Agreement 26-41-061-00 (Steer Davies & Gleave). The total amount payable by Commission for the On-Call TDM Contracts shall not exceed a cumulative maximum total value of **Seven Million Dollars ($7,000,000) ("NTE Sum")**. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under the On-Call TDM Contracts through Task Orders. Each time a Task Order is awarded under any of the On-Call TDM Contracts, Commission must send written notification to Consultant and each of the other consultants entering into the On-Call TDM Contracts. The notice must identify the total funds allocated under issued Task Orders, and the remaining unencumbered amount of the NTE Sum. Consultant acknowledges and agrees that Commission must not pay any amount under this Agreement that would exceed the NTE Sum, and Consultant must not enter into a Task Order that exceeds the NTE Sum.

18.11 All subcontracts in excess of $25,000 shall contain the above provisions.

19. Disputes.

19.1 Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by mutual agreement of the Parties shall be decided by a committee consisting of RCTC's Contract Administrator and the Director of Capital Projects, who may consider written or verbal information submitted by Consultant.

19.2 Not later than 30 days after completion of all Services under this Agreement, Consultant may request review by the Commission's Executive Director of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

19.3 Neither the pendency of a dispute, nor its consideration by the committee will excuse Consultant from full and timely performance in accordance with the terms of this Agreement.

DRAFT

20. Termination; Suspension.

20.1 Commission reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to Consultant, for any or no reason, with the reasons for termination stated in the notice. Commission may terminate Services under a Task Order, at any time, for any or no reason, with the effective date of termination to be specified in the notice of termination of Task Order.

20.2 Commission may terminate this Agreement with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, Commission may proceed with the Services in any manner deemed proper by Commission. If Commission terminates this Agreement with Consultant, Commission shall pay Consultant the sum due to Consultant under this Agreement for Services completed and accepted prior to termination, unless the cost of completion to Commission exceeds the funds remaining in the Agreement. In such case, the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.

20.3 In addition to the above, payment upon termination shall include a prorated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed Services. Consultant shall provide documentation deemed adequate by Commission's Contract Administrator to show the Services actually completed by Consultant prior to the effective date of termination. This Agreement shall terminate on the effective date of the Notice of Termination

20.4 Upon receipt of the written Notice of Termination, Consultant shall discontinue all affected Services as directed in the Notice or as otherwise provided herein, and deliver to the Commission all Documents and Data, as defined in this Agreement, as may have been prepared or accumulated by Consultant in performance of the Services, whether completed or in progress.

20.5 In addition to the above, Consultant shall be liable to the Commission for any reasonable additional costs incurred by the Commission to revise work for which the Commission has compensated Consultant under this Agreement, but which the Commission has determined in its sole discretion needs to be revised, in part or whole, to complete the Project because it did not meet the standard of care established in this Agreement. Termination of this Agreement for cause may be considered by the Commission in determining whether to enter into future agreements with Consultant.

20.6 The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

20.7 Consultant, in executing this Agreement, shall be deemed to have waived any and all claims for damages which may otherwise arise from the Commission's termination of this Agreement, for convenience or cause, as provided in this Section.

DRAFT

20.8 Consultant may not terminate this Agreement except for cause.

21.9 In addition to the termination rights above, Commission may temporarily suspend this Agreement or Services under any Task Order, at no additional cost to Commission, provided that Consultant is given written notice of temporary suspension. If Commission gives such notice of temporary suspension, Consultant shall immediately suspend its activities under the relevant Task Order(s). A temporary suspension may be issued concurrent with a notice of termination.

21. Cost Principles and Administrative Requirements.

21.1 Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

21.2 Consultant also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

21.3 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to Commission.

21.4 All subcontracts in excess of $25,000 shall contain the above provisions.

22. Retention of Records/Audit. For the purpose of determining compliance with, as applicable, 2 CFR Part 200, Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this Agreement pursuant to Government Code 8546.7; Consultant, subconsultants, and Commission shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under this Agreement. The State, State Auditor, Commission, or any duly authorized representative of the State or Federal Government shall have access to any books, records, and documents of Consultant and it's certified public accountants (CPA) work papers that are pertinent to this Agreement and, if applicable, indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of $25,000 shall contain this provision.

22.1 Accounting System. Consultant and its subcontractors shall establish and maintain an accounting system and records that properly accumulate and

DRAFT

segregate expenditures by line item for the Services. The accounting system of Consultant and its subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

23. Audit Review Procedures.

23.1 Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by Commission's Chief Financial Officer.

23.2 Not later than 30 days after issuance of the final audit report, Consultant may request a review by Commission's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

23.3 Neither the pendency of a dispute nor its consideration by Commission shall excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.

24. Subcontracting.

24.1 Nothing contained in this Agreement or otherwise, shall create any contractual relation between Commission and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to Commission and SBCTA for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from Commission's obligation to make payments to the Consultant.

24.2 Consultant shall perform the Services contemplated with resources available within its own organization and no portion of the Services pertinent to this Agreement shall be subcontracted without written authorization by Commission's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

24.3 Consultant shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to Consultant by Commission.

24.4 Any subcontract in excess of $25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.

24.5 Any substitution of subconsultant(s) must be approved in writing by Commission's Contract Administrator prior to the start of work by the subconsultant(s).

24.6 Exhibit "B" may set forth the rates at which each subconsultant shall bill the Consultant for Services and that are subject to reimbursement by the Commission

DRAFT

to Consultant. Additional Direct Costs, as defined in Exhibit "B" shall be the same for both the Consultant and all subconsultants, unless otherwise identified in Exhibit "B" or in a Task Order. The subconsultant rate schedules and cost proposals contained herein are for accounting purposes only.

25. Equipment Purchase

25.1 Prior authorization, in writing, by Commission's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract for supplies, equipment, or services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

25.2 For purchase of any item, service or consulting work not covered in the Cost Proposal and exceeding $5,000 prior authorization, in writing, by Commission's Contract Administrator is required. Three competitive quotations must be submitted with the request for such purchase, or the absence of bidding must be adequately justified.

25.3 Any equipment purchased as a result of this Agreement is subject to the following: Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, Commission shall receive a proper refund or credit at the conclusion of this Agreement, or if this Agreement is terminated, Consultant may either keep the equipment and credit Commission in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established Commission procedures; and credit Commission in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by Commission and Consultant. If Consultant determines to sell the equipment, the terms and conditions of such sale must be approved in advance by Commission. 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the Project.

25.4 All subcontracts in excess $25,000 shall contain the above provisions.

26. Labor Code Requirements.

26.1 Prevailing Wages.

(a) If applicable, Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the Services.

(b) When prevailing wages apply to the Services described in the Scope of Services, transportation and subsistence costs shall be reimbursed at the

DRAFT

minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

(c) Copies of the prevailing rate of per diem wages in effect at commencement of this Agreement are on file at the Commission's offices. 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 shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Commission, SBCTA and their elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

26.2 DIR Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

26.3 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Consultant or the Services are not subject to the Eight-Hour Law. Consultant shall forfeit to Commission as a penalty, $50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

26.4 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade

DRAFT

shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Consultant

27. Ownership of Materials/Confidentiality.

27.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission and SBCTA to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data 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 subcontractors to agree in writing that Commission and SBCTA are granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such 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 the Commission or SBCTA.

Commission and SBCTA 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 Commission's and SBCTA's sole risk.

27.2 Intellectual Property. In addition, Commission and SBCTA 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.

The Commission and SBCTA shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or

DRAFT

not paid for wholly or in part by Commission, 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 Commission.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors 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 Commission.

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.

Commission 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.

27.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Commission, 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 Commission's or SBCTA'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 Commission.

27.4 Infringement Indemnification. Consultant shall defend, indemnify and hold the Commission, SBCTA, their 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 Commission or SBCTA of the Documents & Data, including any method, process, product, or concept specified or depicted.

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28. Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold Commission, SBCTA and their directors, officials, officers, employees, consultants, 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, inverse condemnation, and any claims related to property acquisition and relocation rules or failure to detect or abate hazardous materials, which are brought by a third party, and which , in any manner arise out of or are incident to alleged negligent 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 consequential damages, expert witness fees, 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 Commission, SBCTA, and their directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission, SBCTA or their directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, SBCTA and their directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's 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 Commission, SBCTA or their directors, officials officers, employees, consultants, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

29. Insurance.

29.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this Section, in a form and with insurance companies acceptable to the Commission. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this Section.

29.2 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

DRAFT

performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors 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. Limits may be achieved by any combination of primary and excess or umbrella liability insurance; (2) *Automobile Liability:* $2,000,000 per accident for bodily injury and property damage. Limits may be achieved by any combination of primary and excess or umbrella liability insurance; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of $1,000,000 per accident.

29.3 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 Project, errors and omissions liability insurance appropriate to their profession. For Consultant, 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. Subconsultants of Consultant shall obtain such insurance in an amount not less than $1,000,000 per claim. Notwithstanding the foregoing, the Commission may consider written requests to lower or dispense with the errors and omissions liability insurance requirement contained in this Section for certain subconsultants of Consultant, on a case-by-case basis, depending on the nature and scope of the Services to be provided by the subconsultant. Approval of such request shall be in writing, signed by the Commission's Contract Administrator.

29.4 Network and Privacy Insurance. Consultant shall procure and maintain Network and Privacy (Errors and Omissions) insurance in an amount of not less than $1,000,000 per claim and $1,000,000 in the annual aggregate, protecting

DRAFT

Commission and SBCTA from the following exposures relating to performance under this Agreement:

(a) the theft, dissemination and/or unauthorized disclosure or use of confidential information and personally identifiable information (not to be limited bank information, social security numbers, health information, credit card account information, and confidential corporate information). Such insurance shall also include coverage for credit monitoring, notification expenses and other related costs associated with mitigating a data security or privacy breach; and

(b) the introduction of a computer virus into, or otherwise causing damage to, a computer, computer system, network or similar computer-related property and the data, software, and programs used herein.

If such insurance is maintained on an occurrence basis, Consultant shall maintain such insurance for an additional period of one year following the end of the term of this Agreement. If such insurance is maintained on a claims-made basis, Consultant shall maintain such insurance for an additional period of three years following the end of the term of this Agreement.

29.5 Aircraft Liability Insurance. Prior to conducting any Services requiring use of aircraft (including drones), Consultant shall procure and maintain, or cause to be procured and maintained, aircraft liability insurance or equivalent form, with a single limit as shall be required by the Commission. Such insurance shall include coverage for owned, hired and non-owned aircraft and passengers, and shall name, or be endorsed to name, the Commission, SBCTA and their directors, officials, officers, employees and agents as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant.

29.6 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the Commission 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 this Agreement.

DRAFT

(iii) The policy shall give the Commission, SBCTA and their directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from the Commission's, or SBCTA'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. The automobile liability policy shall be endorsed to state that: (1) the Commission, SBCTA and their directors, officials, officers, employees and agents 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 the Commission, SBCTA and their directors, officials, officers, employees and agents, 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 the Commission, SBCTA and their directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(c) Workers' Compensation and Employers Liability Coverage.

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

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

(d) All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

(ii) 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 the Commission, SBCTA and their directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits

DRAFT

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.

(iii) 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 the Commission. 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).

(iv) Consultant shall provide the Commission 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 the Commission at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Except as otherwise specified in 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.

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Commission, 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.

(vii) 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, Commission has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Commission will be promptly reimbursed by Consultant or Commission will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Commission may cancel this Agreement. The Commission may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(viii) Neither the Commission, SBCTA nor any of their directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

DRAFT

(ix) All insurance required by this Agreement shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Commission, SBCTA, their directors, officials, officers, employees and agents. All policies shall waive any right of subrogation of the insurer against the Commission, SBCTA, their directors, officials, officers, employees and agents, or any other additional insureds, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Commission, SBCTA, their directors, officials, officers, employees, and agents, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

29.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. If the Commission does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of the Commission, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Commission, SBCTA, their directors, officials, officers, employees and agents; or, (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expense.

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

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

29.10 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Commission that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Commission as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

29.11 Other Insurance. At its option, the Commission may require such additional coverage(s), limits and/or the reduction of deductibles or retentions it considers reasonable and prudent based upon risk factors that may directly or indirectly impact the Project. In retaining this option Commission does not warrant Consultant's

DRAFT

insurance program to be adequate. Consultant shall have the right to purchase insurance in addition to the insurance required in this Section.

30. 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 subcontractors, 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.

31. Additional Work. Any work or activities that are in addition to, or otherwise outside of, the Services to be performed pursuant to this Agreement shall only be performed pursuant to a separate agreement between the parties. Notwithstanding the foregoing, the Commission's Executive Director may make a change to the Agreement, other than a Cardinal Change. For purposes of this Agreement, a Cardinal Change is a change which is "outside the scope" of the Agreement; in other words, work which should not be regarded as having been fairly and reasonably within the contemplation of the parties when the Agreement was entered into. An example of a change which is not a Cardinal Change would be where, in a contract to construct a building there are many changes in the materials used, but the size and layout of the building remains the same. Cardinal Changes are not within the authority of this provision to order, and shall be processed by the Commission as "sole source" procurements according to applicable law, including the requirements of FTA Circular 4220.1D, paragraph 9(f).

(a) In addition to the changes authorized above, a modification which is signed by Consultant and the Commission's Executive Director, other than a Cardinal Change, may be made in order to: (1) make a negotiated equitable adjustment to the Agreement price, delivery schedule and other terms resulting from the issuance of a Change Order, (2) reflect definitive letter contracts, and (3) reflect other agreements of the parties modifying the terms of this Agreement ("Bilateral Contract Modification").

(b) Consultant shall not perform, nor be compensated for any change, without written authorization from the Commission's Executive Director as set forth herein. In the event such a change authorization is not issued and signed by the Commission's Executive Director, Consultant shall not provide such change.

32. Prohibited Interests.

DRAFT

32.1 Solicitation. 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, the Commission shall have the right to rescind this Agreement without liability.

32.2 Consultant Conflict of Interest.

(a) Consultant shall disclose any financial, business, or other relationship with Commission that may have an impact upon the outcome of this Agreement. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

(b) Any subcontract in excess of $25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

32.3 Commission Conflict of Interest. For the term of this Agreement, no member, officer or employee of the Commission, during the term of his or her service with the Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

32.4 Conflict of Employment. Employment by the Consultant of personnel currently on the payroll of the Commission shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Consultant of personnel who have been on the Commission payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon the Consultant securing this or related Agreements with the Commission, is prohibited.

32.5 Covenant Against Contingent Fees. As required in connection with federal funding, the Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the Commission shall have the right to terminate this Agreement without liability pursuant to the terms herein, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

DRAFT

32.6 Rebates, Kickbacks or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any Commission employee. For breach or violation of this warranty, Commission shall have the right in its discretion; to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

32.7 Covenant Against Expenditure of Commission, State or Federal Funds for Lobbying. The Consultant certifies that to the best of his/ her knowledge and belief no state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of the Consultant to any person for the purpose of influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the award of any state or federal contract, grant, loan, or cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

(a) If any funds other than federal appropriated funds have been paid, or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this Agreement, the Consultant shall complete and submit the attached Exhibit "F", Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with the attached instructions.

(b) The Consultant's certification provided in this Section is a material representation of fact upon which reliance was placed when this Agreement was entered into, and is a prerequisite for entering into this Agreement pursuant to Section 1352, Title 31, US. Code. Failure to comply with the restrictions on expenditures, or the disclosure and certification requirements set forth in Section 1352, Title 31, US. Code may result in a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(c) The Consultant also agrees by signing this Agreement that he/she shall require that the language set forth in this Section be included in all Consultant subcontracts which exceed $100,000, and that all such subcontractors shall certify and disclose accordingly.

32.8 Employment Adverse to the Commission. Consultant shall notify the Commission, and shall obtain the Commission’s written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against the Commission during the term of this Agreement.

33. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee

DRAFT

or applicant for employment because of race, religion, color, national origin, 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.

34. Right to Employ Other Consultants. Commission and SBCTA reserve the right to employ other consultants in connection with the Project.

35. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California. Venue shall be in Riverside County.

36. Disputes; Attorneys' Fees.

36.1 Prior to commencing any action hereunder, the Parties shall attempt in good faith to resolve any dispute arising between them. The pendency of a dispute shall not excuse Consultant from full and timely performance of the Services.

36.2. If the Parties are unable to resolve a dispute after attempting in good faith to do so, the Parties may seek any other available remedy to resolve the dispute. 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 attorneys' fees and, all other costs of such actions.

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

38. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

39. 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:	**COMMISSION**:
Nelson\Nygaard Consulting Associates	Riverside County
304 S. Broadway, Ste. 300	Transportation Commission
Los Angeles, CA 90013	4080 Lemon Street, 3rd
	Riverside, CA 92501
Attn: Jennifer Wieland	Attn: 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.

DRAFT

40. Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services. Notwithstanding the foregoing, if any provision of this Agreement conflicts in any way with a state or federal requirement, as directed by the Commission (i) the state or federal requirement shall govern; or (ii) the more stringent requirement shall apply.

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

42. Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements or understandings.

43. 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.

44. Provisions Applicable When State Funds or Federal Funds Are Involved. When funding for the Services under a Task Order is provided, in whole or in part, from the FHWA, or from state funds through Caltrans, Consultant shall also fully and adequately comply with the applicable provisions included in Exhibit "C" (FHWA/Caltrans Requirements) attached hereto and incorporated herein by reference. When funding for the Services under a Task Order is provided, in whole or in part, from the FTA, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (FTA Requirements) attached hereto and incorporated herein by reference.

45. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, shall survive any such expiration or termination.

46. No Third Party Beneficiaries. SBCTA is an intended third party beneficiary of any right or benefit granted to SBCTA under this Agreement. Except as set forth in the foregoing sentence, there are no other intended third party beneficiaries of any right or obligation assumed by the Parties.

47. Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require 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.

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

DRAFT

49. Subpoenas or Court Orders. Should Consultant receive a subpoena or court order related to this Agreement, the Services or the Project, Consultant shall immediately provide written notice of the subpoena or court order to the Commission. Consultant shall not respond to any such subpoena or court order until notice to the Commission is provided as required herein, and shall cooperate with the Commission in responding to the subpoena or court order.

50. 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 the Commission. 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.

51. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of Commission.

52. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

53. No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

55. Electronically Transmitted Signatures; Electronic Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

DRAFT

[Signatures on following page]

SIGNATURE PAGE
TO
PROFESSIONAL SERVICES AGREEMENT
WITH STATE AND FHWA FUNDING/ASSISTANCE

ON CALL TRANSPORTATION DEMAND MANAGEMENT SERVICES

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION By:_____ Aaron Hake, Executive Director *Approved as to Form:* By:_____ Best, Best & Krieger LLP General Counsel	**CONSULTANT** **NELSON\NYGAARD CONSULTING ASSOCIATES** By: _____ Signature _____ Name _____ Title **ATTEST:** By: _____ Its: _____

DRAFT

* 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 RCTC.

EXHIBIT "A" - SCOPE OF SERVICES

DRAFT

APPENDIX A

Statement of Services

On-Call Transportation Demand Management Services

The Riverside County Transportation Commission (RCTC) seeks to identify and select a bench of qualified consultants that demonstrate the experience, knowledge, and capacity to provide planning, design, evaluation, implementation, marketing, communications, and outreach services in support of Transportation Demand Management (TDM) strategies. Successful consultants will provide innovative and cost-effective solutions that reduce single-occupancy vehicle trips, manage travel demand, and improve mobility for Riverside and San Bernardino County residents, as well as for the regional employers that Inland Empire residents commute to. The selected consultants shall provide services on an on-call basis to support a wide variety of TDM projects, programs, and initiatives.

RCTC, in partnership with the San Bernardino County Transportation Authority (SBCTA), administers the IE Commuter program, which serves as the region's flagship TDM program. Consultants may be called upon to support special projects or projects identified through a Strategic TDM Study to be conducted in 2026, which will provide a blueprint for future program direction. Consultants may also support IE Commuter operations and related activities, including development of a transit training program, expansion of services and outreach to discretionary trip markets, targeted outreach efforts; and preparation for regional travel demands associated with events such as the 2028 Olympic Games.

DRAFT

Requirements and Contract Information

As an on-call consultant for the Commission, the consultant shall respond within 72 hours to Task Order requests for projects, programs, or services. The response shall include a summary work plan, labor fees, and direct costs for the requested Task Order. Commission staff will review Task Order responses and select the consultant who best meets the requirements of the Task Order. The Commission is not bound to execute a Task Order and reserves the right to negotiate fees with the consultant.

The Commission intends to award an agreement to a bench of eight consultants and strongly encourages firms to seek the services of subcontractors that can help deliver specialized skillsets, such as analysis, technical services, and public engagement. If two or more firms, persons, or entities wish to submit one proposal in response to this RFP, they should do so on a prime/subconsultant basis rather than as a joint venture.

The proposed initial term of the agreement shall be three years with one two-year option term to extend the agreement up to five years. Option terms will be executed at RCTC's sole discretion.

The consultant shall comply with all relevant disclosure requirements and maintain the highest ethical standards both publicly and privately, including the avoidance of conflicts of interest. Participation of small, disadvantaged, and DBE-certified businesses is encouraged.

Scope of Work

The successful firms are expected to support the Commission's TDM efforts in the following areas:

Module 1: Data Collection & Analysis

- Conduct GIS analysis, commuter/employer surveys, ridership counts, and park & ride utilization studies.
- Develop models, dashboards, and analysis tools to support TDM decision-making.
- Integrate real-time data sources and performance tracking for continuous monitoring.

Module 2: Program Evaluation, Optimization, & Innovation

- Develop recommendations for enhancing commuter and employer support.
- Identify and implement opportunities to streamline service delivery.
- Apply behavior change tactics across personnel, communications, and technology touchpoints.
- Pilot and test innovative approaches with scalability assessments.
- Conduct cost-effectiveness analyses of TDM strategies.

Module 3: Employer & Community Engagement

- Design and implement outreach campaigns for various trip markets.
- Develop customized commuter benefit programs and telework policies.
- Facilitate development of new employer programs or services to maximize participation.
- Streamline approaches to new carpool/vanpool formations at worksites.
- Build peer-to-peer employer networks and partnerships with community-based organizations.
- Apply an equity lens to ensure outreach includes disadvantaged and underserved communities.

Module 4: Marketing & Communications

- Develop branding, messaging, outreach materials, and digital campaigns.

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- Produce stakeholder communications, presentations, and toolkits.
- Manage social media strategies, analytics, and digital engagement campaigns.
- Develop multilingual materials (English, Spanish, and other prevalent community languages).

Module 5: TDM Grant Funding Support

- Identify funding opportunities at local, state, and federal levels.
- Prepare grant applications, including technical content, budgets, and performance measures.
- Provide grant administration support, including compliance tracking and reporting.

Module 6: New Program Development

- Develop new mobility programs from concept through launch and transition to a program administrator consultant.
- Estimate ongoing operational resources and funding needs.
- Pilot test programs and assess scalability.
- Develop standard operating procedures and performance metrics frameworks at launch.

Module 7: Mobility Hubs and Park & Rides

- Develop innovative approaches to multimodal mobility hubs.
- Conduct first/last mile access studies, including bike/pedestrian and micromobility integration.
- Evaluate park & ride utilization and technology integration (real-time availability, payment apps).
- Administer park & ride lease program.

Module 8: Policy Development

- Assist in drafting ordinances and policies supporting TDM goals.
- Design incentive programs and commuter benefit strategies.
- Align local programs with state and federal policy requirements (e.g., CARB, SCAG, Caltrans).
- Develop monitoring and evaluation frameworks.

Module 9: Technology Scoping & Integration

- Develop technical scopes of work for TDM platforms and systems.
- Evaluate and integrate ridematching software, websites, mobile applications, and payment platforms.
- Ensure interoperability with regional systems (e.g., IE Commuter, Metrolink, MaaS applications).
- Support implementation of new enhancements while ensuring cybersecurity and data

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privacy compliance.

Deliverables

- Written reports, strategic plans, policy memos, or technical white papers.
- Coordination with program stakeholders, employers, and community partners.
- Planning, coordination, and delivery of employer or community events, with event summaries and participation reports.
- Technical specifications, technology roadmaps, and scoping documents for TDM systems/platforms.
- Data sets, dashboards, models, and analysis tools with accompanying metadata and governance guidelines.
- Outreach materials, presentations, videos, toolkits, creative assets, and multilingual campaign products.
- Training materials and workshop curricula for employers, community leaders, and transit users.
- Pilot project designs, implementation playbooks, and evaluation reports.
- Completed grant applications, funding strategies, and compliance reporting packages.
- Performance dashboards, quarterly/annual evaluation reports, and equity impact assessments.
- Standard operating procedures to support program implementation and long-term sustainability.
- Special event mobility management plans (e.g., Olympics, regional events).
- Draft and final versions of all work products.

Expectations of Selected Firms

The selected consultants shall be prepared to respond to various Task Order requests as they arise. Throughout the term of the contract, the consultant will provide services at the request of the Commission's staff and perform services only as agreed upon in each assigned Task Order. However, initiating new ideas and proposing suggestions is strongly recommended and encouraged to achieve the goals and objectives of the Commission.

The consultant may need to coordinate with engineering consultants, local jurisdictions, SBCTA, and other regulatory agencies to gather information necessary for the planning, design, and evaluation of TDM strategies. The consultant may also need to coordinate with other consultants already under contract to the Commission for services including but not limited to website development, strategic communications, and transportation modeling.

The consultant shall comply with all relevant disclosure requirements and maintain the highest ethical standards both publicly and privately, including the avoidance of conflicts of interest.

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Table 1: Potential* Projects, Programs, and Initiatives

- **Transit Trainer Program – Worksite Travel Training**
  Develop a worksite-based program to convert existing riders into volunteer transit trainers who guide new riders (colleagues at their own or adjacent worksites) in person through one or more transit trips until they can ride independently.
- **Transit Trainer Program – Discretionary/Leisure Travel Training**
  Provide training and support for individuals to use transit for non-work trips, such as shopping, recreation, and personal errands.
- **New Survey Incentive Development (RidesharePlus 2.0)**
  Develop a new survey incentive program to collect supplemental transportation behavior data beyond traditional AVR surveys or IE Commuter incentive participation. The program would offer incentives for commuters, regardless of mode status, to share insights on motivations and evolving trends influencing mode-shift decisions.
- **Virtual Park & Ride Concept**
  Explore concept of leveraging secure, underutilized commercial or municipal parking to create discrete carpool/vanpool spaces instead of large lots that can attract theft, with users locating and reserving spaces through a mobile app.
- **RCTC VanClub Funding & Administration Exploration**
  Assess opportunities for RCTC to secure funding (e.g., STA and/or 5307) through VanClub. Evaluate potential revenue generation, required administrative capacity, and cost-benefit tradeoffs.
- **High-Density Living / Community Engagement**
  Develop outreach and engagement strategies in high-density residential areas to increase awareness and adoption of transit, rideshare, and other sustainable mobility options.
- **Commercial Park Engagement**
  Efficiently engage commercial park employers to participate in IE Commuter programs, increasing ridematching potential and improving coordinated commuter options within concentrated employment centers.
- **Guaranteed Ride to Work Program**
  Explore options to provide guaranteed rides for disadvantaged communities, reducing transportation barriers to employment while promoting mode shift away from single-occupancy vehicles (SOV).

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EXHIBIT "B"- COMPENSATION AND PAYMENT (COST PROPOSAL)

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EXHIBIT "B"

COMPENSATION SUMMARY[1]

FIRM	PROJECT TASKS/ROLE	COST
Prime Consultant:		
Nelson/Nygaard	TDM Services	$ 6,650,000.00
Sub Consultants:		
Arellano Associates	TDM Services	TBD per task order
SUBTOTAL		**6,650,000.00**
OTHER DIRECT COSTS		**350,000.00**
TOTAL COSTS		**$ 7,000,000.00**

[1] Commission authorization pertains to total contract award amount. Compensation adjustments between consultants may occur; however, the maximum total compensation authorized may not be exceeded.

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EXHIBIT "C" FHWA/CALTRANS REQUIREMENTS

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FEDERAL DEPARTMENT OF TRANSPORTATION
FHWA AND CALTRANS REQUIREMENTS

1. FHWA Title VI Assurances.

A. Compliance with Regulations: Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

B. Nondiscrimination: Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information.

E. Sanctions for Noncompliance: In the event of Consultant's noncompliance with the nondiscrimination provisions of this agreement, the Commission shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: i. withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or ii. cancellation, termination or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: Consultant shall include the provisions of paragraphs (A) through (F) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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Consultant shall take such action with respect to any sub-agreement or procurement as the Commission or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request Commission enter into such litigation to protect the interests of the State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

2. ADDITIONAL NONDISCRIMINATION REQUIREMENTS

During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to: Pertinent Non-Discrimination Authorities:

• Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
• The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
• Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
• Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
• The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
• Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
• The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
• Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
• The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
• Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

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• Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
• Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

3. DISCRIMINATION

The Commission shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the implementation of the Caltrans DBE program or the requirements of 49 CFR Part 26. The Commission shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, of sex in the performance of this Agreement. Consultant or subcontractor shall carry out applicable requirements of 49 CFR Part 26 and the Caltrans DBE program in the award and administration of DOT-assisted contracts, as further set forth below. Failure by the Consultant or subcontractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the Commission deems appropriate.

4. PROMPT PAYMENT

A. Consultant agrees to pay each subconsultant under this Agreement for satisfactory performance of its contract no later than 15 days from the receipt of each payment the Consultant receives from the Commission. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Commission. This clause applies to both DBE and non-DBE subcontractors.

B. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Consultant to a subconsultant, Consultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the Consultant to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made. In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

C. The above provisions apply to Consultant's subconsultants who retain subconsultants.

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D. PROMPT PAYMENT CERTIFICATION. The Consultant shall submit Caltrans Exhibit 9-P (available at https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms and incorporated herein by reference) to the Commission by the 15th of the month following the month of any payment(s). If the Consultant does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Caltrans Exhibit 9-P. The submitted forms shall be reviewed by the Commission and submitted to Caltrans.

5. RELEASE OF RETAINAGE

No retainage will be held by the Commission from progress payments due to Consultant. Consultant and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the Commission's prior written approval. Any violation of these provisions shall subject the violating Consultant or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

6. LEGAL REMEDIES

In addition to those contract remedies set forth under relevant provisions of California law, either Party to this Agreement may, where applicable, seek legal redress for violations of this Agreement pursuant to the relevant provisions of 49 C.F.R. Parts 23 and 26, to the relevant federal or state statutory provisions governing civil rights violations, and to the relevant federal and state provisions governing false claims or "whistleblower" actions, as well as any and all other applicable federal and state provisions of law.

The Consultant shall include a provision to this effect in each of its agreements with its subcontractors.

7. DBE PARTICIPATION

NOT USED. THERE IS NO DBE GOAL FOR THIS AGREEMENT. THERE ARE NO DBE REPORTING OR MONITORING REQUIREMENTS FOR THIS AGREEMENT.

8. CONTRACT ASSURANCE; REMEDIES

A. Contract Assurance. Under 49 CFR 26.13(b):
Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Consultant shall carry out applicable

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requirements of 49 CFR 26 in the award and administration of federal-aid contracts, as the same were amended by the DOT DBE Interim Final Rule.

B. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Commission appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying Consultant from future proposing as non-responsible

9. DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

In accordance with 49 CFR Part 29, which by this reference is incorporated herein, Consultant's subconsultants completed and submitted the Certificate of subconsultant Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion as part of the Consultant's proposal. If it is later determined that Consultant's subconsultants knowingly rendered an erroneous Certificate, the Commission may, among other remedies, terminate this Agreement.

10. ENVIRONMENTAL COMPLIANCE

A. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000).

B. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

C. Energy Policy and Conservation Act (Pub. L. 94—163, 89 Stat. 871.) — Consultant shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871), which are incorporated by reference in this Contract. (10 CFR 600.236(i)(13).)

11. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, and by signing this Agreement, Consultant certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with

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an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

12. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

Consultant shall not obligate or expend any funds to be reimbursed under this Agreement to:

• Procure or obtain;
• Extend or renew a contract to procure or obtain; or
• Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The prohibited vendors (and their subsidiaries or affiliates) are:
• Huawei Technologies Company;
• ZTE Corporation;
• Hytera Communications Corporation;
• Hangzhou Hikvision Digital Technology Company;
• Dahua Technology Company; and
• Subsidiaries or affiliates of the above-mentioned companies.
and customers is sustained.

13. COVERED UNMANNED AIRCRAFT SYSTEMS

To the extent applicable, the Consultant shall comply with the requirements of the American Security Drone Act, Pub. L. No. 118-31, §§ 1821-32 (2023), including the prohibition on use of Federal funds for procurements and operation of covered unmanned aircraft systems from covered entities. Consultant shall ensure that any unmanned aircraft systems, including drones, purchased and/or used to complete the work under the Agreement are not manufactured or assembled by an American Security Drone Act-covered foreign entity. A list of covered foreign entities is maintained by the Federal Acquisition Security Council (FASC) and published in the System for Award Management (SAM). The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FHWA.

ADDITIONAL FEDERAL REQUIREMENTS

Additional federal requirements including, but not limited to, cost principles, accounting and auditing requirements are included in the model Agreement.

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EXHIBIT "D" FTA REQUIREMENTS

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FTA FUNDING REQUIREMENTS

As used herein, "RCTC" shall have the same meaning as the "Commission." The term "contract" or "Contract" shall have the same meaning as the "Agreement." The term "Consultant" shall have the same meaning as "Contractor" as used in the Agreement.

1. No Obligation by the Federal Government

a. RCTC and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b. The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statements or Related Acts

a. The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

b. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l)(1) on the Consultant, to the extent the Federal Government deems appropriate.

c. The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

3. Access to Records

The Consultant agrees to the following access to records requirements:

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a. To provide RCTC, SBCTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Consultant also agrees, pursuant to 49 C. F. R. 633.15 to provide the FTA Administrator or his authorized representatives including any PMO Consultant access to Consultant's records and construction sites pertaining to a major capital project, defined at 49 C.F.R. 633.5, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

b. To make available in the case of a contract for a capital project or improvement, as defined above and awarded by other than competitive bidding in accordance with 49 U.S.C. 5325(a), records related to the contract to RCTC, SBCTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

c. To maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Consultant agrees to maintain same until RCTC, SBCTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

d. To permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

e. To require all subconsultants to comply with this provision.

4. Federal Changes

The Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between RCTC and FTA, or SBCTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

5. Civil Rights

The following requirements apply to the underlying contract:

(1) Nondiscrimination – The following nondiscrimination requirements apply to the underlying contract:

(a) Consultant shall comply with:

(i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.;

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(ii) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21, including any amendments thereto.

(iii) Federal transit law, specifically 49 U.S.C. § 5332.

(b) The following is prohibited:

(i) Discrimination based on race, color, religion, national origin, sex (including sexual orientation), disability, or age.

(ii) Exclusion from participating in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332.

(iii) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332.

(iv) Discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.

(b) Consultant shall follow:

(i) the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

(ii) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3.

(iii) All other applicable federal guidance that may be issued.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. . In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623, Federal transit law at 49 U.S.C. § 5332, the Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42

DRAFT

U.S.C. § 6101 *et seq*., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq*., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq*., and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against individuals on the basis of disability, and that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(3) The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. FTA Disadvantaged Business Enterprise (DBE) Requirements

A. General DBE Requirements: In accordance with Federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), Commission has adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs" (the "Regulations"). The Contract is subject to these stipulated regulations.

It is the policy of the Commission to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;

2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;

3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;

4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;

5. Help remove barriers to the participation of DBEs in DOT assisted contracts;

6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and

7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

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B. Discrimination: Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Any terms used herein that are defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations.

C. Commission's Race-Neutral DBE Program: A Race-Neutral DBE Program is one that, while benefiting DBEs, is not solely focused on DBE firms. Therefore, under a Race-Neutral DBE Program, Commission does not establish numeric race-conscious DBE participation goals on its DOT-assisted contracts. There is no FTA DBE goal on this Project.

Consultant shall not be required to achieve a specific level of DBE participation as a condition of contract compliance in the performance of this DOT-assisted contract. However, Consultant shall adhere to race-neutral DBE participation commitment(s) made at the time of award.

D. Race-Neutral DBE Submissions and Ongoing Reporting Requirements (Post-Award): At termination of the Contract, the successful Consultant shall complete and submit to Commission a "DBE Race-Neutral Participation Listing" in the form provided by Commission. In the event DBE(s) are utilized in the performance of the Agreement, Consultant shall comply with applicable reporting requirements.

E. Performance of DBE Subconsultants: DBE subconsultants listed by Consultant in its "DBE Race-Neutral Participation Listing" submitted at the time of proposal shall perform the work and supply the materials for which they are listed, unless Consultant has received prior written authorization from Commission to perform the work with other forces or to obtain the materials from other sources. Consultant shall provide written notification to Commission in a timely manner of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

F. DBE Certification Status: If a listed DBE subconsultant is decertified during the life of this Agreement, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a non-DBE subconsultant becomes a certified DBE during the life of this Agreement, the DBE subconsultant shall notify Consultant in writing with the date of certification. Consultant shall furnish the written documentation to Commission in a timely manner. Consultant shall include this requirement in all subcontracts.

G. Consultant's Assurance Clause Regarding Non-Discrimination: In compliance with State and Federal anti-discrimination laws, Consultant shall affirm that it will not exclude or discriminate on the basis of race, color, national origin, or sex in consideration of contract award opportunities. Further, Consultant shall affirm that they will consider, and utilize subconsultants and vendors, in a manner consistent with non-discrimination objectives.

H. Violations: Failure by the selected Consultant(s) to carry out these requirements shall be a material breach of the contract to be awarded pursuant to this RFP, which may result in the termination of the contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the Consultant from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

I. Prompt Payment: Consultant shall pay its subconsultants for satisfactory performance of their contracts no later than 30 days from receipt of each payment Commission makes to the Consultant. 49 C.F.R. § 26.29(a), unless a shorter period is provided in the contract.

J. Compliance with DBE Requirements Contained in FTA Provisions: Consultant shall comply with all DBE reporting and other requirements contained in this Agreement.

K. In accordance with the U.S. Department of Transportation (DOT) Disadvantaged Business Enterprise DBE Interim Final Rule (IFR) published on October 3, 2025 to amend 49 CFR Part 26:

a. Unless otherwise directed by FTA, and not withstanding any other provision herein, the Commission will not engage in compliance monitoring of DBE participation on the Agreement, and no DBE reporting is required.

b. Any DBE participation on the Agreement will not count towards any overall DBE goals.

c. Any changes to 49 CFR Part 26 as set forth in the IFR, as may be amended in the final rule, are hereby incorporated.

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7. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any RCTC requests which would cause RCTC to be in violation of the FTA terms and conditions.

8. Debarment and Suspension.

The Consultant agrees to the following:

(1) It will comply with the following requirements of 2 CFR Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200.

(2) It will not enter into any "covered transaction" (as that phrase is defined at 2 CFR §§ 180.220 and 1200.220) with any subconsultant whose principal is, suspended, debarred, or otherwise

excluded from participating in covered transactions, except as authorized by— (i) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200; (ii) U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180; and (iii) Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended recipients or third party participants.

(3) It will review the U.S. GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," if required by U.S. DOT regulations, 2 CFR Part 1200.

(4) Consultant agrees to include, and require all subconsultants to include, this provision in all subcontracts.

9. ADA Access Requirements

The Consultant shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC Section 12101 et seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794; 49 USC Section 5301(d).

10. Fly America

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To the extent applicable to the Services, the Consultant agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their consultants are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

11. Cargo Preference - Use of United States-Flag Vessels

To the extent applicable to the Services, the Consultant agrees:

1. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

2. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated,

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"on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Consultant in the case of a subconsultant's bill-of-lading.)

3. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

12. Buy America

To the extent applicable, the Consultant shall comply with the following:

1. The domestic preference procurement requirements of 49 U.S.C. 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661, to the extent consistent with 49 U.S.C. 5323(j).

2. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

3. Procurement for rolling stock will comply with 49 U.S.C. § 5325 (Contract Requirements), 49 U.S.C. § 5323(j) (Buy America Requirements), 49 U.S.C. § 5323(m) (Pre-Award and Post Delivery Requirements), and 49 U.S.C. § 5318(e) (Bus Testing Requirements), 49 U.S.C. § 5323(u) (limitation on certain rolling stock procurements), and their implementing regulations.

13. Employment Provisions

To the extent applicable to the Services, Consultant shall comply with the following:

A. [For a construction or maintenance project over $2,000] **Davis–Bacon Act, as amended (40 U.S.C. 3141–3148).** When applicable, Contractor shall comply with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor shall pay wages not less than once a week. The non–Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. Contractor shall also comply with the Copeland "Anti–Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides

DRAFT

that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected violations shall be reported to the FTA.

B. [For contracts in excess of $100,000 that involve the employment of mechanics or laborers] **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).** When applicable, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

C. [For contracts not involving construction] **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3702).** Consultant will comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.

D. [For contracts involving commerce] **Fair Labor Standards Act (FLSA) (29 USC 201, et. seq.)**. Consultant will comply with the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201, et seq. to the extent that the FLSA applies to employees performing work with federal assistance provided through the contract involving commerce,

E. Release of Retainage

No retainage will be withheld by the RCTC from progress payments due Consultant. Retainage by Consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant or deficient subconsultant performance, or noncompliance by a subconsultant.

14. Termination for Convenience

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RCTC may terminate the Agreement for convenience in accordance with the terms of the Agreement.

After such termination, the Consultant shall submit a final termination settlement proposal to RCTC as directed. If the Consultant fails to submit a proposal within the time allowed, RCTC may determine, on the basis of information available, the amount, if any due the Consultant because of the termination and shall pay the amount determined. After the Consultant's proposal is received, RCTC and Consultant shall negotiate a fair and equitable settlement and the contract will be modified to reflect the negotiated agreement. If agreement cannot be reached, RCTC may issue a final determination and pay the amount determined. If the Consultant does not agree with this final determination or the determination resulting from the lack of timely submission of a proposal, the Consultant may appeal under the Disputes clause.

15. Administrative and Contractual Remedies on Breach; Termination for Cause

a. The Consultant may be declared in breach of this Agreement ("Breach") if the Consultant fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Consultant fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms. In case of any of the foregoing, RCTC shall notify the Consultant of the Breach, and the Consultant shall have a period of ten (10) days (or such longer period as RCTC may authorize in writing) after receipt of notice from RCTC to cure the Breach.

b. RCTC may, by written notice of termination to the Consultant specifying the effective date thereof, terminate the whole or any part of this contract, in the case of a Breach that is not cured within the timeframe set forth in (a) above ("Uncured Breach").

c. If the contract is terminated in whole or in part for an Uncured Breach, RCTC may procure upon such terms and in such manner as RCTC may deem appropriate, supplies or services similar to those so terminated, or may complete the services with its own forces. The Consultant shall be liable to RCTC for any excess costs for such similar supplies or services, and for any other costs incurred by RCTC as a result of the Uncured Breach. The Consultant shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

d. Except with respect to defaults of Subconsultants, the Consultant shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Consultant. If the failure to perform is caused by the default of a Subconsultant, and if such default arises out of causes beyond the control of both the Consultant and the Subconsultant, and without the fault or negligence of either of them, the Consultant shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required project completion schedule.

e. Payment for completed services or supplies delivered to and accepted by RCTC shall be at the contract price. RCTC may withhold from amounts otherwise due the Consultant for such completed services or supplies such sum as RCTC determines to be necessary to protect RCTC

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against loss because of outstanding liens of claims of former lien holders, or to reimburse RCTC for any other costs related to the Uncured Breach.

f. If, after notice of termination of this contract for cause, it is determined for any reason that an Uncured Breach did not exist, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the provisions for termination for convenience of RCTC.

g. The rights and remedies of RCTC provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

h. Notwithstanding the above, RCTC may, without providing an opportunity to cure, terminate the contract in accordance with the timeframe set forth in Section 17 of the contract, if RCTC determines such action is in its best interest based on the nature of the Breach. Such actions shall not limit any of RCTC's remedies set forth above.

16. Disputes

a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by supplemental agreement shall be decided by RCTC's Deputy Executive Director, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the RCTC Deputy Executive Director shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, Consultant mails or otherwise furnishes to the RCTC Deputy Executive Director a written appeal addressed to RCTC's Executive Director. The decision of RCTC Executive Director or duly authorized representative for the determination of such appeals shall be final and conclusive.

b. The provisions of this Paragraph shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Paragraph, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

c. Pending final decision of a dispute hereunder, Consultant shall proceed diligently with the performance of this Agreement and in accordance with the decision of RCTC's Deputy Executive Director. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any RCTC official or representative on a question of law, which questions shall be settled in accordance with the laws of the State of California.

17. Lobbying

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See the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Consultants who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. The Offeror shall complete and submit with its bid/proposal the attached Certification Regarding Lobbying, and if applicable, the Standard Form-LLL, "Disclosure Form to Report Lobbying."

18. Energy Conservation

The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

19. Clean Water

a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Consultant agrees to report each violation to RCTC and understands and agrees that RCTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The Consultant further agrees that:

(1) It will not use any violating facilities;
(2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
(3) It will report violations of use of prohibited facilities to FTA; and
(4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1388).

The Consultant also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

20. Clean Air

a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Consultant agrees to report each violation to RCTC and understands and agrees that RCTC will, in turn,

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report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The Consultant further agrees that:

(1) It will not use any violating facilities;
(2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
(3) It will report violations of use of prohibited facilities to FTA; and
(4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1388).

c. The Consultant also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

21. Solid Wastes

Recovered Materials - The Consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

22. Safe Operation of Motor Vehicles

Pursuant to Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party consultant to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project.

a. The Consultant is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Consultant or RCTC.
b. The Consultant agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this contract.

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23. Notification to FTA.

a. If a current or prospective legal matter that may affect the Federal Government emerges, the Consultant must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which this Agreement is being performed. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

b. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

c. *Additional Notice to U.S. DOT Inspector General*. The Consultant must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Commission located, if Consultant has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Consultant. In this paragraph, "promptly" means to refer information without delay and without change.

24. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Consultant shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Contract. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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25. Prohibited Transactions

Consultant certifies that:

a. Consultant does not have any unpaid Federal tax liability assessed, for which all judicial and administrative have been exhausted or have lapsed, and that in a timely manner pursuant to an agreement authority responsible for collecting the tax liability

b. Consultant was not convicted of the felony criminal violation Federal law within the preceding 24 months.

c. If Consultant cannot so certify, RCTC agrees to refer the matter to FTA and not to enter into any contract with Consultant without FTA's written approval

d. Consultant shall include, and require all subconsultants to include, this provision in all subcontracts.

26. Trafficking in Persons.

a. Consultant shall comply with section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended; 22 U.S.C. § 7104(g); and the terms of this section.

b. Definitions. Consultant agrees that for purposes of this section:

(i) Employee, for purposes of this section only, means either an individual who is employed by the Consultant or whose services are provided on a volunteer basis for the Consultant, and is participating in the Project or related activities as set forth in the Agreement,

(ii) Forced labor means labor obtained by recruitment, harboring, transportation, provision, or other means of obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(iii) Severe forms of trafficking in persons has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102. 23

(iv) Commercial sex act has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

(vi) Coercion has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

c. Consultant requirements:

(i) Consultant shall inform FTA and RCTC immediately of any information it receives from any source alleging a violation of the prohibitions in this section.

(ii) Consultant agrees that it and its employees that participate in this Agreement, may not:

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(1) Engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect,

(2) Procure a commercial sex act during the period of time that this Agreement is in effect, or

(3) Use forced labor in the performance of this Agreement or any subagreements hereunder.

d. Consultant shall include, and require all subconsultants to include, this provision in all subcontracts.

27. Covered Unmanned Aircraft Systems

To the extent applicable, the Consultant shall comply with the requirements of the American Security Drone Act, Pub. L. No. 118-31, §§ 1821-32 (2023), including the prohibition on use of Federal funds for procurements and operation of covered unmanned aircraft systems from covered entities. Consultant shall ensure that any unmanned aircraft systems, including drones, purchased and/or used to complete the work under the Agreement are not manufactured or assembled by an American Security Drone Act-covered foreign entity. A list of covered foreign entities is maintained by the Federal Acquisition Security Council (FASC) and published in the System for Award Management (SAM). The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

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EXHIBIT "E"

CERTIFICATE OF CONSULTANT

[attached behind this page]

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CERTIFICATE OF CONSULTANT

I HEREBY CERTIFY that I am the _____ and duly authorized representative of the firm of _____ whose address is _____, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor

(b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

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By: _____
Signature

_____
Name

_____
Title

_____

EXHIBIT “F” – LOBBYING ACTIVITIES DISCLOSURE

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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

☐ a. initial
b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):

☐ a. cash
☐ b. in-kind; specify: nature _____
Value _____

14. Type of Payment (check all that apply)

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐ Nelson\Nygaard has no lobbying activities to report

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Jennifer Wieland

Print Name: Jennifer Wieland

Title: Managing Director

Telephone No.: 206-576-3938

Date: January 23, 2026

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Agreement No. 26-41-061-00

**PROFESSIONAL SERVICES AGREEMENT
WITH FHWA AND FTA FUNDING ASSISTANCE**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT WITH
STEER DAVIES & GLEAVE, INC.
FOR ON-CALL
TRANSPORTATION DEMAND MANAGEMENT SERVICES**

Parties and Date.

This Agreement is made and entered into this ___ day of _____, 2026, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and STEER DAVIES & GLEAVE ("Consultant"), a CORPORATION. The Commission and Consultant are sometimes referred to herein individually as “Party”, and collectively as the “Parties”.

Recitals.

A. On November 8, 1988 the Voters of Riverside County approved Measure A authorizing the collection of a one-half percent (1/2 %) retail transactions and use tax (the "tax") to fund transportation programs and improvements within the County of Riverside, and adopting the Riverside County Transportation Improvement Plan (the "Plan").

B. Pursuant to Public Utility Code Sections 240000 et seq., the Commission is authorized to allocate the proceeds of the Tax in furtherance of the Plan.

C. On November 5, 2002, the voters of Riverside County approved an extension of the Measure A tax for an additional thirty (30) years for the continued funding of transportation and improvements within the County of Riverside.

D. The Commission, in partnership with San Bernardino County Transportation Authority (SBCTA), administers the IE Commuter program, which serves as the region’s flagship Transportation Demand Management (“TDM”) program.

E. The IE Commuter program is seeking innovative and cost-effective solutions that reduce single-occupancy vehicle trips, manage travel demand, and improve mobility for Riverside and San Bernardino County residents, as well as for the regional employers to which Inland Empire residents commute.

F. Consultant shall provide services on an on-call basis to support a wide variety of TDM projects, programs, and initiatives for the benefit of the Commission and SBCTA in implementation of the TDM program.

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F. The sources of funding for payment for on-call professional consulting services provided under this Agreement may include the following funding sources:

> Commission Measure A funds, Federal Highway Administration (FHWA), Federal Transit Administration (FTA), state funds through Caltrans, or SBCTA reimbursements (from local or federal funds)

In relation to such funding, Consulant shall execute and submit to the Commission the certification shown in Exhibit "E" attached hereto and incorporated herein by reference. Consultant shall comply with all funding source requirements as further set forth in this Agreement and the attached exhibits.

G. Consultant desires to perform and assume responsibility for the provision of certain on-call services for the TDM program. Services shall be provided for the Commission or for the benefit of SBCTA, as directed, on the terms and conditions set forth in this Agreement and in the task order(s) to be solicited, awarded and authorized by Commission as further described in this Agreement ("Task Order"). Consultant represents that it is experienced in providing such services to public clients, is licensed in the State of California (if necessary), and is familiar with the plans of the Commission.

H. Commission desires to engage Consultant to render such services on an on-call basis. Services shall be ordered by Task Order(s) to be issued pursuant to this Agreement for future projects as set forth herein and in each Task Order (each such project shall be designated a "Project" under this Agreement).

Terms.

1. General Scope of Services. Consultant shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise, and incidental and customary work necessary to fully and adequately supply the on-call TDM program related services for the Projects ("Services"). The Services are generally described in Exhibit "A" attached hereto and incorporated herein by reference. The Services shall be more particularly described in the individual Task Orders issued by the Commission's Executive Director or designee. No Services shall be performed unless authorized by a Task Order. All Services shall be subject to, and performed in accordance with, this Agreement, the relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

2. Task Orders; Commencement of Services; Schedule of Services. Services under this Agreement shall be requested by the Commission pursuant to Task Order requests. If Commission accepts Consultant's Task Order proposal, Commission shall issue a purchase order or executed task order for the Services ("Commission's Task Order Authorization"). Consultant's agreement to the final terms of a proposed Task Order, Commission's Task Order Authorization and Consultant's commencement of the Services shall indicate the Parties' agreement to the terms of the relevant Task Order.

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Consultant shall commence Services under a Task Order within five (5) days of receiving Commission's Task Order Authorization, or as otherwise specified in the Task Order request.

Consultant shall perform the Services expeditiously, in accordance with any schedule for the Services set forth in a Task Order ("Schedule of Services"). 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, Commission shall respond to Consultant's submittals in a timely manner. Upon request of the Commission, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

Task Orders may not be used to amend the language (or the terms) of this Agreement or to exceed the scope of work under this Agreement.

3. Pre-Award Audit. As a result of the funding for this Project, and to the extent Caltrans procedures apply in connection therewith, issuance of a "Notice to Proceed" or other authorization to proceed under a Task Order may be contingent upon completion and approval of a pre-award audit. Any questions raised during the pre-award audit shall be resolved before Services are commenced under a Task Order. The funding provided under this Agreement is contingent on meeting all funding requirements and could be withdrawn, thereby entitling the Commission to terminate this Agreement, if the procedures are not completed. The Consultant's files shall be maintained in a manner to facilitate State process reviews. In addition, Caltrans may require that prior to performance of any work for which funding reimbursement through Caltrans is requested and provided, that Caltrans must give to Commission an "Authorization to Proceed".

4. Audit Procedures.

4.1 Consultant and certain subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an Independent Cost Review (ICR) Audit, or a CPA ICR audit work paper review. If selected for audit or review, this Agreement, Consultant's cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. This Agreement, Consultant's cost proposal, and ICR shall be adjusted by Consultant and approved by the Commission's contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into this Agreement by this reference if directed by Commission at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of the Agreement terms and cause for termination of this Agreement and disallowance of prior reimbursed costs. Additional audit provisions applicable to this Agreement are set forth in Sections 22 and 23 of this Agreement.

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Section 4.2 and 4.3 shall apply to the extent applicable to the Task Order and funding source.

4.2 During any Caltrans' review of the ICR audit work papers created by the Consultant's independent CPA (which may include review by the Independent Office of Audits and Investigations), Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, Commission will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines is received and approved by Caltrans.

Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

4.3 If Caltrans is unable to issue a cognizant letter per Section 4.2 above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the Caltrans' management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

If the Consultant fails to comply with the provisions of this Section 4, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in Section 4.2 above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

Consultant may submit to Commission final invoice only when all of the following items have occurred: (1) Caltrans accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of Commission; and, (3) Caltrans has issued its final ICR review letter. The Consultant must submit its final invoice to Commission no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all Task Orders issued under this Agreement, and all other

DRAFT

agreements executed between the Commission and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

5. Term.

5.1 This Agreement shall go into effect on the date first set forth above, contingent upon approval by Commission, and shall remain in effect for three (3) years, unless extended by contract amendment. The Commission may extend the term of this Agreement, in its sole discretion, for two (2) additional one (1) year period. No Task Order shall extend beyond the expiration date of this Agreement.

5.2 Consultant is advised that any recommendation for contract award is not binding on Commission until this Agreement is fully executed and approved by the Commission.

5.3 This Agreement shall remain in effect for the term set forth above, 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. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

6. Commission's Contract Administrator. The Commission hereby designates the Commission's Executive Director, or his or her designee, to act as its Contract Administrator for the performance of this Agreement ("Commission's Contract Administrator"). Commission's Contract Administrator shall have the authority to act on behalf of the Commission for all purposes under this Agreement. Commission's Contract Administrator shall also review and give approval, as needed, to the details of Consultant's work as it progresses. Consultant shall not accept direction or orders from any person other than the Commission's Contract Administrator or his or her designee.

7. Consultant's Representative. Consultant hereby designates DESTREE BASCOS to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her professional 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. Consultant shall work closely and cooperate fully with Commission's Contract Administrator and any other agencies which may have jurisdiction over, or an interest in, the Services. Consultant's Representative shall be available to the Commission staff at all reasonable times. Any substitution in Consultant's Representative shall be approved in writing by Commission's Contract Administrator.

8. Substitution of Key Personnel. Consultant has represented to the Commission 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 by the

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Commission. In the event that the Commission and Consultant cannot agree as to the substitution of the key personnel, the Commission shall be entitled to terminate this Agreement for cause, pursuant to the provisions herein. The key personnel for performance of this Agreement are: JULIA WEAN, GEOFF ENGLAND, ELENA CHIARI, SHANNON BROWN, PARAMA GHOSH ROY, LISA MARTIN, RAWAD HANI, NATHALIE MCCARVEL, JENNY HONG, ANDREW DESAUTELS, NAOMI IWASAKI, KAY CHENG, REINER KRAVIS,DR.BETH KARLIN, LESLIE SCOTT, or as otherwise identified in the Task Order.

9. Standard of Care; License. Consultant represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Agreement to fully and adequately complete the Project. Consultant shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents and warrants to the Commission that its employees and subcontractors 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. Consultant shall perform, at its own cost and expense and without reimbursement from the Commission, 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, and shall be fully responsible to the Commission and SBCTA for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions. Any employee of Consultant or its sub-consultants who is determined by the Commission 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 the Commission, 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.

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10. 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. Commission retains Consultant on an independent contractor basis and not as an employee, agent or representative of the Commission. 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 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 and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, disability insurance, and workers' compensation insurance. Consultant hereby indemnifies and holds the Commission and SBCTA harmless, pursuant to the indemnification provisions contained in this

Agreement, from any and all claims that may be made against the Commission based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

11. Project Progress.

11.1 Modification of the Schedule. Consultant shall regularly report to the Commission, through correspondence or progress reports, its progress in providing required Services within the scheduled time periods. Commission shall be promptly informed of all anticipated delays. In the event that Consultant determines that a schedule modification is necessary, Consultant shall promptly submit a revised Schedule of Services for approval by Commission's Contract Administrator.

11.2 Trend Meetings. Consultant shall conduct trend meetings with the Commission's Contract Administrator and other interested parties, as requested by the Commission, and as may be mutually scheduled by the Parties. These trend meetings will encompass focused and informal discussions concerning scope, schedule, and current progress of Services, relevant cost issues, and future Project objectives.

11.3 Progress Reports. As part of its monthly invoice, Consultant shall submit a progress report, in a form determined by the Commission, which will indicate the progress achieved during the previous month in relation to the Schedule of Services. Submission of such progress report by Consultant shall be a condition precedent to receipt of payment from the Commission for each monthly invoice submitted.

12. Delay in Performance.

12.1 Excusable Delays. Should Consultant be delayed or prevented from the timely performance of any act or Services required by the terms of the Agreement by reason of acts of God or of the public enemy, acts or omissions of the Commission or other governmental agencies in either their sovereign or contractual capacities, fires, floods, pandemics, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, performance of such act shall be excused for the period of such delay.

12.2 Written Notice. If Consultant believes it is entitled to an extension of time due to conditions set forth in subsection 12.1, Consultant shall provide written notice to the Commission within seven (7) working days from the time Consultant knows, or reasonably should have known, that performance of the Services will be delayed due to such conditions. Failure of Consultant to provide such timely notice shall constitute a waiver by Consultant of any right to an excusable delay in time of performance.

12.3 Mutual Agreement. Performance of any Services under this Agreement may be delayed upon mutual agreement of the Parties. Upon such agreement, Consultant's Schedule of Services shall be extended as necessary by the Commission. Consultant shall take all reasonable steps to minimize delay in completion, and additional costs, resulting from any such extension.

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13. Preliminary Review of Work. All reports, working papers, and similar work products prepared for submission in the course of providing Services under this Agreement shall be submitted to the Commission's Contract Administrator in draft form, and the Commission may require revisions of such drafts prior to formal submission and approval. In the event that Commission's Contract Administrator, in his or her sole discretion, determines the formally submitted work product to be not in accordance with the standard of care established under this Agreement, Commission's Contract Administrator may require Consultant to revise and resubmit the work at no cost to the Commission.

14. Appearance at Public Meetings. If requested by the Commission, Consultant shall render assistance at public meetings related to the Project or necessary to the performance of the Services.

15. Opportunity to Cure; Inspection of Work. Commission may provide Consultant an opportunity to cure, at Consultant's expense, all errors and omissions which may be disclosed during Project implementation. Should Consultant fail to make such correction in a timely manner, such correction may be made by the Commission, and the cost thereof charged to Consultant. Consultant shall allow the Commission's Contract Administrator and Caltrans to inspect or review Consultant's work in progress at any reasonable time.

16. Copyrights in Connection with Federal Funding. In the event copyrights are permitted under this Agreement, then in connection with Federal funding, it is hereby acknowledged and agreed that the United States Department of Transportation shall have the royalty-free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.

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

18. Fees and Payment.

18.1 The method of payment for this Agreement will be based specific rates of compensation. Consultant will be reimbursed for hours worked at the hourly rates specified in the Consultant's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer

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payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this Agreement.

18.2 In addition, Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.

18.3 Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in Consultant's approved Cost Proposal.

18.4 Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. Consultant will be responsible for transportation and subsistence costs in excess of State rates.

18.5 When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

18.6 Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred. No payment will be made prior to approval or for any work performed prior to approval of this Agreement, or prior to issuance of a Task Order.

18.7 Consultant will be reimbursed within thirty (30) days upon approval by Commission's Contract Administrator of itemized invoices submitted by Consultant. Separate invoices itemizing all costs are required for all work performed under each Task Order. Commission's Contract Administrator shall notify Consultant of any disputed items contained in an invoice, and payment for such items shall be withheld pending resolution of the Commission's concerns.

18.8 Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which Consultant is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number, project title and Task Order number.

Invoices shall be mailed to Commission's Contract Administrator at the following address:

Riverside County Transportation Commission
Attention: Accounts Payable
P.O. 12008
Riverside, CA 92502

18.9 The total amount payable by Commission for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by

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amendment. If Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

18.10 Commission has or will enter into seven (7) task order contracts for performance of the Scope of Services identified in Exhibit "A", including this Agreement ("On-Call TDM Contracts"). The other On-Call TDM Contracts are Agreement 26-41-035-00 (AECOM Technical Services), Agreement 26-41-056-00 (Alta Planning + Design), Agreement 26-41-057-00 (HNTB Corporation), Agreement 26-41-058-00 (ICF Consulting), Agreement 26-41-059-00 (Media Beef), and Agreement 26-41-060-00 (Nelson\Nygaard Consulting Associates. The total amount payable by Commission for the On-Call TDM Contracts shall not exceed a cumulative maximum total value of **Seven Million Dollars ($7,000,000) ("NTE Sum")**. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under the On-Call TDM Contracts through Task Orders. Each time a Task Order is awarded under any of the On-Call TDM Contracts, Commission must send written notification to Consultant and each of the other consultants entering into the On-Call TDM Contracts. The notice must identify the total funds allocated under issued Task Orders, and the remaining unencumbered amount of the NTE Sum. Consultant acknowledges and agrees that Commission must not pay any amount under this Agreement that would exceed the NTE Sum, and Consultant must not enter into a Task Order that exceeds the NTE Sum.

18.11 All subcontracts in excess of $25,000 shall contain the above provisions.

19. Disputes.

19.1 Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by mutual agreement of the Parties shall be decided by a committee consisting of RCTC's Contract Administrator and the Director of Capital Projects, who may consider written or verbal information submitted by Consultant.

19.2 Not later than 30 days after completion of all Services under this Agreement, Consultant may request review by the Commission's Executive Director of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

19.3 Neither the pendency of a dispute, nor its consideration by the committee will excuse Consultant from full and timely performance in accordance with the terms of this Agreement.

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20. Termination; Suspension.

20.1 Commission reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to Consultant, for any or no reason, with the reasons for termination stated in the notice. Commission may terminate Services under a Task Order, at any time, for any or no reason, with the effective date of termination to be specified in the notice of termination of Task Order.

20.2 Commission may terminate this Agreement with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, Commission may proceed with the Services in any manner deemed proper by Commission. If Commission terminates this Agreement with Consultant, Commission shall pay Consultant the sum due to Consultant under this Agreement for Services completed and accepted prior to termination, unless the cost of completion to Commission exceeds the funds remaining in the Agreement. In such case, the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.

20.3 In addition to the above, payment upon termination shall include a prorated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed Services. Consultant shall provide documentation deemed adequate by Commission's Contract Administrator to show the Services actually completed by Consultant prior to the effective date of termination. This Agreement shall terminate on the effective date of the Notice of Termination

20.4 Upon receipt of the written Notice of Termination, Consultant shall discontinue all affected Services as directed in the Notice or as otherwise provided herein, and deliver to the Commission all Documents and Data, as defined in this Agreement, as may have been prepared or accumulated by Consultant in performance of the Services, whether completed or in progress.

20.5 In addition to the above, Consultant shall be liable to the Commission for any reasonable additional costs incurred by the Commission to revise work for which the Commission has compensated Consultant under this Agreement, but which the Commission has determined in its sole discretion needs to be revised, in part or whole, to complete the Project because it did not meet the standard of care established in this Agreement. Termination of this Agreement for cause may be considered by the Commission in determining whether to enter into future agreements with Consultant.

20.6 The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

20.7 Consultant, in executing this Agreement, shall be deemed to have waived any and all claims for damages which may otherwise arise from the Commission's termination of this Agreement, for convenience or cause, as provided in this Section.

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20.8 Consultant may not terminate this Agreement except for cause.

21.9 In addition to the termination rights above, Commission may temporarily suspend this Agreement or Services under any Task Order, at no additional cost to Commission, provided that Consultant is given written notice of temporary suspension. If Commission gives such notice of temporary suspension, Consultant shall immediately suspend its activities under the relevant Task Order(s). A temporary suspension may be issued concurrent with a notice of termination.

21. Cost Principles and Administrative Requirements.

21.1 Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

21.2 Consultant also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

21.3 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to Commission.

21.4 All subcontracts in excess of $25,000 shall contain the above provisions.

22. Retention of Records/Audit. For the purpose of determining compliance with, as applicable, 2 CFR Part 200, Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this Agreement pursuant to Government Code 8546.7; Consultant, subconsultants, and Commission shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under this Agreement. The State, State Auditor, Commission, or any duly authorized representative of the State or Federal Government shall have access to any books, records, and documents of Consultant and it's certified public accountants (CPA) work papers that are pertinent to this Agreement and, if applicable, indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of $25,000 shall contain this provision.

22.1 Accounting System. Consultant and its subcontractors shall establish and maintain an accounting system and records that properly accumulate and

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segregate expenditures by line item for the Services. The accounting system of Consultant and its subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

23. Audit Review Procedures.

23.1 Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by Commission's Chief Financial Officer.

23.2 Not later than 30 days after issuance of the final audit report, Consultant may request a review by Commission's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

23.3 Neither the pendency of a dispute nor its consideration by Commission shall excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.

24. Subcontracting.

24.1 Nothing contained in this Agreement or otherwise, shall create any contractual relation between Commission and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to Commission and SBCTA for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from Commission's obligation to make payments to the Consultant.

24.2 Consultant shall perform the Services contemplated with resources available within its own organization and no portion of the Services pertinent to this Agreement shall be subcontracted without written authorization by Commission's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

24.3 Consultant shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to Consultant by Commission.

24.4 Any subcontract in excess of $25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.

24.5 Any substitution of subconsultant(s) must be approved in writing by Commission's Contract Administrator prior to the start of work by the subconsultant(s).

24.6 Exhibit "B" may set forth the rates at which each subconsultant shall bill the Consultant for Services and that are subject to reimbursement by the Commission

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to Consultant. Additional Direct Costs, as defined in Exhibit "B" shall be the same for both the Consultant and all subconsultants, unless otherwise identified in Exhibit "B" or in a Task Order. The subconsultant rate schedules and cost proposals contained herein are for accounting purposes only.

25. Equipment Purchase

25.1 Prior authorization, in writing, by Commission's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract for supplies, equipment, or services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

25.2 For purchase of any item, service or consulting work not covered in the Cost Proposal and exceeding $5,000 prior authorization, in writing, by Commission's Contract Administrator is required. Three competitive quotations must be submitted with the request for such purchase, or the absence of bidding must be adequately justified.

25.3 Any equipment purchased as a result of this Agreement is subject to the following: Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, Commission shall receive a proper refund or credit at the conclusion of this Agreement, or if this Agreement is terminated, Consultant may either keep the equipment and credit Commission in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established Commission procedures; and credit Commission in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by Commission and Consultant. If Consultant determines to sell the equipment, the terms and conditions of such sale must be approved in advance by Commission. 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the Project.

25.4 All subcontracts in excess $25,000 shall contain the above provisions.

26. Labor Code Requirements.

26.1 Prevailing Wages.

(a) If applicable, Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the Services.

(b) When prevailing wages apply to the Services described in the Scope of Services, transportation and subsistence costs shall be reimbursed at the

DRAFT

minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

(c) Copies of the prevailing rate of per diem wages in effect at commencement of this Agreement are on file at the Commission's offices. 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 shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Commission, SBCTA and their elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

26.2 DIR Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

26.3 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Consultant or the Services are not subject to the Eight-Hour Law. Consultant shall forfeit to Commission as a penalty, $50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

26.4 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade

DRAFT

shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Consultant

27. Ownership of Materials/Confidentiality.

27.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission and SBCTA to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data 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 subcontractors to agree in writing that Commission and SBCTA are granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such 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 the Commission or SBCTA.

Commission and SBCTA 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 Commission's and SBCTA's sole risk.

27.2 Intellectual Property. In addition, Commission and SBCTA 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.

The Commission and SBCTA shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or

DRAFT

not paid for wholly or in part by Commission, 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 Commission.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors 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 Commission.

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.

Commission 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.

27.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Commission, 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 Commission's or SBCTA'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 Commission.

27.4 Infringement Indemnification. Consultant shall defend, indemnify and hold the Commission, SBCTA, their 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 Commission or SBCTA of the Documents & Data, including any method, process, product, or concept specified or depicted.

DRAFT

28. Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold Commission, SBCTA and their directors, officials, officers, employees, consultants, 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, inverse condemnation, and any claims related to property acquisition and relocation rules or failure to detect or abate hazardous materials, which are brought by a third party, and which , in any manner arise out of or are incident to alleged negligent 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 consequential damages, expert witness fees, 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 Commission, SBCTA, and their directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission, SBCTA or their directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, SBCTA and their directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's 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 Commission, SBCTA or their directors, officials officers, employees, consultants, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

29. Insurance.

29.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this Section, in a form and with insurance companies acceptable to the Commission. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this Section.

29.2 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

DRAFT

performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors 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. Limits may be achieved by any combination of primary and excess or umbrella liability insurance; (2) *Automobile Liability:* $2,000,000 per accident for bodily injury and property damage. Limits may be achieved by any combination of primary and excess or umbrella liability insurance; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of $1,000,000 per accident.

29.3 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 Project, errors and omissions liability insurance appropriate to their profession. For Consultant, 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. Subconsultants of Consultant shall obtain such insurance in an amount not less than $1,000,000 per claim. Notwithstanding the foregoing, the Commission may consider written requests to lower or dispense with the errors and omissions liability insurance requirement contained in this Section for certain subconsultants of Consultant, on a case-by-case basis, depending on the nature and scope of the Services to be provided by the subconsultant. Approval of such request shall be in writing, signed by the Commission's Contract Administrator.

29.4 Network and Privacy Insurance. Consultant shall procure and maintain Network and Privacy (Errors and Omissions) insurance in an amount of not less than $1,000,000 per claim and $1,000,000 in the annual aggregate, protecting

DRAFT

Commission and SBCTA from the following exposures relating to performance under this Agreement:

(a) the theft, dissemination and/or unauthorized disclosure or use of confidential information and personally identifiable information (not to be limited bank information, social security numbers, health information, credit card account information, and confidential corporate information). Such insurance shall also include coverage for credit monitoring, notification expenses and other related costs associated with mitigating a data security or privacy breach; and

(b) the introduction of a computer virus into, or otherwise causing damage to, a computer, computer system, network or similar computer-related property and the data, software, and programs used herein.

If such insurance is maintained on an occurrence basis, Consultant shall maintain such insurance for an additional period of one year following the end of the term of this Agreement. If such insurance is maintained on a claims-made basis, Consultant shall maintain such insurance for an additional period of three years following the end of the term of this Agreement.

29.5 Aircraft Liability Insurance. Prior to conducting any Services requiring use of aircraft (including drones), Consultant shall procure and maintain, or cause to be procured and maintained, aircraft liability insurance or equivalent form, with a single limit as shall be required by the Commission. Such insurance shall include coverage for owned, hired and non-owned aircraft and passengers, and shall name, or be endorsed to name, the Commission, SBCTA and their directors, officials, officers, employees and agents as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant.

29.6 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the Commission 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 this Agreement.

DRAFT

(iii) The policy shall give the Commission, SBCTA and their directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from the Commission's, or SBCTA'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. The automobile liability policy shall be endorsed to state that: (1) the Commission, SBCTA and their directors, officials, officers, employees and agents 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 the Commission, SBCTA and their directors, officials, officers, employees and agents, 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 the Commission, SBCTA and their directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(c) Workers' Compensation and Employers Liability Coverage.

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

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

(d) All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

(ii) 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 the Commission, SBCTA and their directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits

DRAFT

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.

(iii) 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 the Commission. 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).

(iv) Consultant shall provide the Commission 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 the Commission at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Except as otherwise specified in 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.

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Commission, 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.

(vii) 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, Commission has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Commission will be promptly reimbursed by Consultant or Commission will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Commission may cancel this Agreement. The Commission may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(viii) Neither the Commission, SBCTA nor any of their directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

DRAFT

(ix) All insurance required by this Agreement shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Commission, SBCTA, their directors, officials, officers, employees and agents. All policies shall waive any right of subrogation of the insurer against the Commission, SBCTA, their directors, officials, officers, employees and agents, or any other additional insureds, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Commission, SBCTA, their directors, officials, officers, employees, and agents, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

29.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. If the Commission does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of the Commission, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Commission, SBCTA, their directors, officials, officers, employees and agents; or, (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expense.

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

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

29.10 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Commission that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Commission as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

29.11 Other Insurance. At its option, the Commission may require such additional coverage(s), limits and/or the reduction of deductibles or retentions it considers reasonable and prudent based upon risk factors that may directly or indirectly impact the Project. In retaining this option Commission does not warrant Consultant's

DRAFT

insurance program to be adequate. Consultant shall have the right to purchase insurance in addition to the insurance required in this Section.

30. 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 subcontractors, 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.

31. Additional Work. Any work or activities that are in addition to, or otherwise outside of, the Services to be performed pursuant to this Agreement shall only be performed pursuant to a separate agreement between the parties. Notwithstanding the foregoing, the Commission's Executive Director may make a change to the Agreement, other than a Cardinal Change. For purposes of this Agreement, a Cardinal Change is a change which is "outside the scope" of the Agreement; in other words, work which should not be regarded as having been fairly and reasonably within the contemplation of the parties when the Agreement was entered into. An example of a change which is not a Cardinal Change would be where, in a contract to construct a building there are many changes in the materials used, but the size and layout of the building remains the same. Cardinal Changes are not within the authority of this provision to order, and shall be processed by the Commission as "sole source" procurements according to applicable law, including the requirements of FTA Circular 4220.1D, paragraph 9(f).

(a) In addition to the changes authorized above, a modification which is signed by Consultant and the Commission's Executive Director, other than a Cardinal Change, may be made in order to: (1) make a negotiated equitable adjustment to the Agreement price, delivery schedule and other terms resulting from the issuance of a Change Order, (2) reflect definitive letter contracts, and (3) reflect other agreements of the parties modifying the terms of this Agreement ("Bilateral Contract Modification").

(b) Consultant shall not perform, nor be compensated for any change, without written authorization from the Commission's Executive Director as set forth herein. In the event such a change authorization is not issued and signed by the Commission's Executive Director, Consultant shall not provide such change.

32. Prohibited Interests.

DRAFT

32.1 Solicitation. 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, the Commission shall have the right to rescind this Agreement without liability.

32.2 Consultant Conflict of Interest.

(a) Consultant shall disclose any financial, business, or other relationship with Commission that may have an impact upon the outcome of this Agreement. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

(b) Any subcontract in excess of $25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

32.3 Commission Conflict of Interest. For the term of this Agreement, no member, officer or employee of the Commission, during the term of his or her service with the Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

32.4 Conflict of Employment. Employment by the Consultant of personnel currently on the payroll of the Commission shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Consultant of personnel who have been on the Commission payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon the Consultant securing this or related Agreements with the Commission, is prohibited.

32.5 Covenant Against Contingent Fees. As required in connection with federal funding, the Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the Commission shall have the right to terminate this Agreement without liability pursuant to the terms herein, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

DRAFT

32.6 Rebates, Kickbacks or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any Commission employee. For breach or violation of this warranty, Commission shall have the right in its discretion; to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

32.7 Covenant Against Expenditure of Commission, State or Federal Funds for Lobbying. The Consultant certifies that to the best of his/ her knowledge and belief no state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of the Consultant to any person for the purpose of influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the award of any state or federal contract, grant, loan, or cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

(a) If any funds other than federal appropriated funds have been paid, or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this Agreement, the Consultant shall complete and submit the attached Exhibit "F", Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with the attached instructions.

(b) The Consultant's certification provided in this Section is a material representation of fact upon which reliance was placed when this Agreement was entered into, and is a prerequisite for entering into this Agreement pursuant to Section 1352, Title 31, US. Code. Failure to comply with the restrictions on expenditures, or the disclosure and certification requirements set forth in Section 1352, Title 31, US. Code may result in a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(c) The Consultant also agrees by signing this Agreement that he/she shall require that the language set forth in this Section be included in all Consultant subcontracts which exceed $100,000, and that all such subcontractors shall certify and disclose accordingly.

32.8 Employment Adverse to the Commission. Consultant shall notify the Commission, and shall obtain the Commission’s written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against the Commission during the term of this Agreement.

33. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee

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or applicant for employment because of race, religion, color, national origin, 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.

34. Right to Employ Other Consultants. Commission and SBCTA reserve the right to employ other consultants in connection with the Project.

35. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California. Venue shall be in Riverside County.

36. Disputes; Attorneys' Fees.

36.1 Prior to commencing any action hereunder, the Parties shall attempt in good faith to resolve any dispute arising between them. The pendency of a dispute shall not excuse Consultant from full and timely performance of the Services.

36.2. If the Parties are unable to resolve a dispute after attempting in good faith to do so, the Parties may seek any other available remedy to resolve the dispute. 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 attorneys' fees and, all other costs of such actions.

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

38. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

39. 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:	**COMMISSION**:
Steer Davies & Gleave, Inc	Riverside County
601 S Figueroa, Ste. 4275	Transportation Commission
Los Angeles, CA 90017	4080 Lemon Street, 3rd
	Riverside, CA 92501
Attn: Herbert Higginbotham	Attn: 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.

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40. Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services. Notwithstanding the foregoing, if any provision of this Agreement conflicts in any way with a state or federal requirement, as directed by the Commission (i) the state or federal requirement shall govern; or (ii) the more stringent requirement shall apply.

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

42. Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements or understandings.

43. 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.

44. Provisions Applicable When State Funds or Federal Funds Are Involved. When funding for the Services under a Task Order is provided, in whole or in part, from the FHWA, or from state funds through Caltrans, Consultant shall also fully and adequately comply with the applicable provisions included in Exhibit "C" (FHWA/Caltrans Requirements) attached hereto and incorporated herein by reference. When funding for the Services under a Task Order is provided, in whole or in part, from the FTA, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (FTA Requirements) attached hereto and incorporated herein by reference.

45. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, shall survive any such expiration or termination.

46. No Third Party Beneficiaries. SBCTA is an intended third party beneficiary of any right or benefit granted to SBCTA under this Agreement. Except as set forth in the foregoing sentence, there are no other intended third party beneficiaries of any right or obligation assumed by the Parties.

47. Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require 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.

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

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49. Subpoenas or Court Orders. Should Consultant receive a subpoena or court order related to this Agreement, the Services or the Project, Consultant shall immediately provide written notice of the subpoena or court order to the Commission. Consultant shall not respond to any such subpoena or court order until notice to the Commission is provided as required herein, and shall cooperate with the Commission in responding to the subpoena or court order.

50. 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 the Commission. 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.

51. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of Commission.

52. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

53. No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

55. Electronically Transmitted Signatures; Electronic Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

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[Signatures on following page]

SIGNATURE PAGE
TO
PROFESSIONAL SERVICES AGREEMENT
WITH STATE AND FHWA FUNDING/ASSISTANCE

ON CALL TRANSPORTATION DEMAND MANAGEMENT SERVICES

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	**CONSULTANT STEER DAVIES & GLEAVE, INC.**
By:_____ Aaron Hake, Executive Director	By: _____ Signature
	_____ Name
Approved as to Form:	_____ Title
By:_____ Best, Best & Krieger LLP General Counsel	**ATTEST:**
	By: _____
	Its: _____

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* 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 RCTC.

EXHIBIT "A" - SCOPE OF SERVICES

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Statement of Services

On-Call Transportation Demand Management Services

The Riverside County Transportation Commission (RCTC) seeks to identify and select a bench of qualified consultants that demonstrate the experience, knowledge, and capacity to provide planning, design, evaluation, implementation, marketing, communications, and outreach services in support of Transportation Demand Management (TDM) strategies. Successful consultants will provide innovative and cost-effective solutions that reduce single-occupancy vehicle trips, manage travel demand, and improve mobility for Riverside and San Bernardino County residents, as well as for the regional employers that Inland Empire residents commute to. The selected consultants shall provide services on an on-call basis to support a wide variety of TDM projects, programs, and initiatives.

RCTC, in partnership with the San Bernardino County Transportation Authority (SBCTA), administers the IE Commuter program, which serves as the region's flagship TDM program. Consultants may be called upon to support special projects or projects identified through a Strategic TDM Study to be conducted in 2026, which will provide a blueprint for future program direction. Consultants may also support IE Commuter operations and related activities, including development of a transit training program, expansion of services and outreach to discretionary trip markets, targeted outreach efforts; and preparation for regional travel demands associated with events such as the 2028 Olympic Games.

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Requirements and Contract Information

As an on-call consultant for the Commission, the consultant shall respond within 72 hours to Task Order requests for projects, programs, or services. The response shall include a summary work plan, labor fees, and direct costs for the requested Task Order. Commission staff will review Task Order responses and select the consultant who best meets the requirements of the Task Order. The Commission is not bound to execute a Task Order and reserves the right to negotiate fees with the consultant.

The Commission intends to award an agreement to a bench of eight consultants and strongly encourages firms to seek the services of subcontractors that can help deliver specialized skillsets, such as analysis, technical services, and public engagement. If two or more firms, persons, or entities wish to submit one proposal in response to this RFP, they should do so on a prime/subconsultant basis rather than as a joint venture.

The proposed initial term of the agreement shall be three years with one two-year option term to extend the agreement up to five years. Option terms will be executed at RCTC's sole discretion.

The consultant shall comply with all relevant disclosure requirements and maintain the highest ethical standards both publicly and privately, including the avoidance of conflicts of interest. Participation of small, disadvantaged, and DBE-certified businesses is encouraged.

Scope of Work

The successful firms are expected to support the Commission's TDM efforts in the following areas:

Module 1: Data Collection & Analysis

- Conduct GIS analysis, commuter/employer surveys, ridership counts, and park & ride utilization studies.
- Develop models, dashboards, and analysis tools to support TDM decision-making.
- Integrate real-time data sources and performance tracking for continuous monitoring.

Module 2: Program Evaluation, Optimization, & Innovation

- Develop recommendations for enhancing commuter and employer support.
- Identify and implement opportunities to streamline service delivery.
- Apply behavior change tactics across personnel, communications, and technology touchpoints.
- Pilot and test innovative approaches with scalability assessments.
- Conduct cost-effectiveness analyses of TDM strategies.

Module 3: Employer & Community Engagement

- Design and implement outreach campaigns for various trip markets.
- Develop customized commuter benefit programs and telework policies.
- Facilitate development of new employer programs or services to maximize participation.
- Streamline approaches to new carpool/vanpool formations at worksites.
- Build peer-to-peer employer networks and partnerships with community-based organizations.
- Apply an equity lens to ensure outreach includes disadvantaged and underserved communities.

Module 4: Marketing & Communications

- Develop branding, messaging, outreach materials, and digital campaigns.

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- Produce stakeholder communications, presentations, and toolkits.
- Manage social media strategies, analytics, and digital engagement campaigns.
- Develop multilingual materials (English, Spanish, and other prevalent community languages).

Module 5: TDM Grant Funding Support

- Identify funding opportunities at local, state, and federal levels.
- Prepare grant applications, including technical content, budgets, and performance measures.
- Provide grant administration support, including compliance tracking and reporting.

Module 6: New Program Development

- Develop new mobility programs from concept through launch and transition to a program administrator consultant.
- Estimate ongoing operational resources and funding needs.
- Pilot test programs and assess scalability.
- Develop standard operating procedures and performance metrics frameworks at launch.

Module 7: Mobility Hubs and Park & Rides

- Develop innovative approaches to multimodal mobility hubs.
- Conduct first/last mile access studies, including bike/pedestrian and micromobility integration.
- Evaluate park & ride utilization and technology integration (real-time availability, payment apps).
- Administer park & ride lease program.

Module 8: Policy Development

- Assist in drafting ordinances and policies supporting TDM goals.
- Design incentive programs and commuter benefit strategies.
- Align local programs with state and federal policy requirements (e.g., CARB, SCAG, Caltrans).
- Develop monitoring and evaluation frameworks.

Module 9: Technology Scoping & Integration

- Develop technical scopes of work for TDM platforms and systems.
- Evaluate and integrate ridematching software, websites, mobile applications, and payment platforms.
- Ensure interoperability with regional systems (e.g., IE Commuter, Metrolink, MaaS applications).
- Support implementation of new enhancements while ensuring cybersecurity and data

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privacy compliance.

Deliverables

- Written reports, strategic plans, policy memos, or technical white papers.
- Coordination with program stakeholders, employers, and community partners.
- Planning, coordination, and delivery of employer or community events, with event summaries and participation reports.
- Technical specifications, technology roadmaps, and scoping documents for TDM systems/platforms.
- Data sets, dashboards, models, and analysis tools with accompanying metadata and governance guidelines.
- Outreach materials, presentations, videos, toolkits, creative assets, and multilingual campaign products.
- Training materials and workshop curricula for employers, community leaders, and transit users.
- Pilot project designs, implementation playbooks, and evaluation reports.
- Completed grant applications, funding strategies, and compliance reporting packages.
- Performance dashboards, quarterly/annual evaluation reports, and equity impact assessments.
- Standard operating procedures to support program implementation and long-term sustainability.
- Special event mobility management plans (e.g., Olympics, regional events).
- Draft and final versions of all work products.

Expectations of Selected Firms

The selected consultants shall be prepared to respond to various Task Order requests as they arise. Throughout the term of the contract, the consultant will provide services at the request of the Commission's staff and perform services only as agreed upon in each assigned Task Order. However, initiating new ideas and proposing suggestions is strongly recommended and encouraged to achieve the goals and objectives of the Commission.

The consultant may need to coordinate with engineering consultants, local jurisdictions, SBCTA, and other regulatory agencies to gather information necessary for the planning, design, and evaluation of TDM strategies. The consultant may also need to coordinate with other consultants already under contract to the Commission for services including but not limited to website development, strategic communications, and transportation modeling.

The consultant shall comply with all relevant disclosure requirements and maintain the highest ethical standards both publicly and privately, including the avoidance of conflicts of interest.

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Table 1: Potential* Projects, Programs, and Initiatives

- **Transit Trainer Program – Worksite Travel Training**
  Develop a worksite-based program to convert existing riders into volunteer transit trainers who guide new riders (colleagues at their own or adjacent worksites) in person through one or more transit trips until they can ride independently.
- **Transit Trainer Program – Discretionary/Leisure Travel Training**
  Provide training and support for individuals to use transit for non-work trips, such as shopping, recreation, and personal errands.
- **New Survey Incentive Development (RidesharePlus 2.0)**
  Develop a new survey incentive program to collect supplemental transportation behavior data beyond traditional AVR surveys or IE Commuter incentive participation. The program would offer incentives for commuters, regardless of mode status, to share insights on motivations and evolving trends influencing mode-shift decisions.
- **Virtual Park & Ride Concept**
  Explore concept of leveraging secure, underutilized commercial or municipal parking to create discrete carpool/vanpool spaces instead of large lots that can attract theft, with users locating and reserving spaces through a mobile app.
- **RCTC VanClub Funding & Administration Exploration**
  Assess opportunities for RCTC to secure funding (e.g., STA and/or 5307) through VanClub. Evaluate potential revenue generation, required administrative capacity, and cost-benefit tradeoffs.
- **High-Density Living / Community Engagement**
  Develop outreach and engagement strategies in high-density residential areas to increase awareness and adoption of transit, rideshare, and other sustainable mobility options.
- **Commercial Park Engagement**
  Efficiently engage commercial park employers to participate in IE Commuter programs, increasing ridematching potential and improving coordinated commuter options within concentrated employment centers.
- **Guaranteed Ride to Work Program**
  Explore options to provide guaranteed rides for disadvantaged communities, reducing transportation barriers to employment while promoting mode shift away from single-occupancy vehicles (SOV).

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EXHIBIT "B"- COMPENSATION AND PAYMENT (COST PROPOSAL)

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EXHIBIT "B"

COMPENSATION SUMMARY[1]

FIRM	PROJECT TASKS/ROLE	COST
Prime Consultant:		
Steer	TDM Services	$ 6,650,000.00
Sub Consultants:		
CENTRIC	TDM Services	TBD per task order
General Technologies and Solutions (GTS)	TDM Services	TBD per task order
SUBTOTAL		**6,650,000.00**
OTHER DIRECT COSTS		**350,000.00**
TOTAL COSTS		**$ 7,000,000.00**

[1] Commission authorization pertains to total contract award amount. Compensation adjustments between consultants may occur; however, the maximum total compensation authorized may not be exceeded.

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EXHIBIT "C" FHWA/CALTRANS REQUIREMENTS

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FEDERAL DEPARTMENT OF TRANSPORTATION
FHWA AND CALTRANS REQUIREMENTS

1. FHWA Title VI Assurances.

A. Compliance with Regulations: Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

B. Nondiscrimination: Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information.

E. Sanctions for Noncompliance: In the event of Consultant's noncompliance with the nondiscrimination provisions of this agreement, the Commission shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: i. withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or ii. cancellation, termination or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: Consultant shall include the provisions of paragraphs (A) through (F) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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Consultant shall take such action with respect to any sub-agreement or procurement as the Commission or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request Commission enter into such litigation to protect the interests of the State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

2. ADDITIONAL NONDISCRIMINATION REQUIREMENTS

During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to: Pertinent Non-Discrimination Authorities:

• Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
• The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
• Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
• Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
• The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
• Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
• The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
• Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
• The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
• Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

DRAFT

• Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
• Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

3. DISCRIMINATION

The Commission shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the implementation of the Caltrans DBE program or the requirements of 49 CFR Part 26. The Commission shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, of sex in the performance of this Agreement. Consultant or subcontractor shall carry out applicable requirements of 49 CFR Part 26 and the Caltrans DBE program in the award and administration of DOT-assisted contracts, as further set forth below. Failure by the Consultant or subcontractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the Commission deems appropriate.

4. PROMPT PAYMENT

A. Consultant agrees to pay each subconsultant under this Agreement for satisfactory performance of its contract no later than 15 days from the receipt of each payment the Consultant receives from the Commission. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Commission. This clause applies to both DBE and non-DBE subcontractors.

B. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Consultant to a subconsultant, Consultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the Consultant to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made. In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

C. The above provisions apply to Consultant's subconsultants who retain subconsultants.

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D. PROMPT PAYMENT CERTIFICATION. The Consultant shall submit Caltrans Exhibit 9-P (available at https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms and incorporated herein by reference) to the Commission by the 15th of the month following the month of any payment(s). If the Consultant does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Caltrans Exhibit 9-P. The submitted forms shall be reviewed by the Commission and submitted to Caltrans.

5. RELEASE OF RETAINAGE

No retainage will be held by the Commission from progress payments due to Consultant. Consultant and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the Commission's prior written approval. Any violation of these provisions shall subject the violating Consultant or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

6. LEGAL REMEDIES

In addition to those contract remedies set forth under relevant provisions of California law, either Party to this Agreement may, where applicable, seek legal redress for violations of this Agreement pursuant to the relevant provisions of 49 C.F.R. Parts 23 and 26, to the relevant federal or state statutory provisions governing civil rights violations, and to the relevant federal and state provisions governing false claims or "whistleblower" actions, as well as any and all other applicable federal and state provisions of law.

The Consultant shall include a provision to this effect in each of its agreements with its subcontractors.

7. DBE PARTICIPATION

NOT USED. THERE IS NO DBE GOAL FOR THIS AGREEMENT. THERE ARE NO DBE REPORTING OR MONITORING REQUIREMENTS FOR THIS AGREEMENT.

8. CONTRACT ASSURANCE; REMEDIES

A. Contract Assurance. Under 49 CFR 26.13(b):
Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Consultant shall carry out applicable

DRAFT

requirements of 49 CFR 26 in the award and administration of federal-aid contracts, as the same were amended by the DOT DBE Interim Final Rule.

B. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Commission appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying Consultant from future proposing as non-responsible

9. DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

In accordance with 49 CFR Part 29, which by this reference is incorporated herein, Consultant's subconsultants completed and submitted the Certificate of subconsultant Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion as part of the Consultant's proposal. If it is later determined that Consultant's subconsultants knowingly rendered an erroneous Certificate, the Commission may, among other remedies, terminate this Agreement.

10. ENVIRONMENTAL COMPLIANCE

A. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000).

B. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

C. Energy Policy and Conservation Act (Pub. L. 94—163, 89 Stat. 871.) — Consultant shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871), which are incorporated by reference in this Contract. (10 CFR 600.236(i)(13).)

11. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, and by signing this Agreement, Consultant certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with

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an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

12. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

Consultant shall not obligate or expend any funds to be reimbursed under this Agreement to:

• Procure or obtain;
• Extend or renew a contract to procure or obtain; or
• Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The prohibited vendors (and their subsidiaries or affiliates) are:
• Huawei Technologies Company;
• ZTE Corporation;
• Hytera Communications Corporation;
• Hangzhou Hikvision Digital Technology Company;
• Dahua Technology Company; and
• Subsidiaries or affiliates of the above-mentioned companies.
and customers is sustained.

13. COVERED UNMANNED AIRCRAFT SYSTEMS

To the extent applicable, the Consultant shall comply with the requirements of the American Security Drone Act, Pub. L. No. 118-31, §§ 1821-32 (2023), including the prohibition on use of Federal funds for procurements and operation of covered unmanned aircraft systems from covered entities. Consultant shall ensure that any unmanned aircraft systems, including drones, purchased and/or used to complete the work under the Agreement are not manufactured or assembled by an American Security Drone Act-covered foreign entity. A list of covered foreign entities is maintained by the Federal Acquisition Security Council (FASC) and published in the System for Award Management (SAM). The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FHWA.

ADDITIONAL FEDERAL REQUIREMENTS

Additional federal requirements including, but not limited to, cost principles, accounting and auditing requirements are included in the model Agreement.

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EXHIBIT "D" FTA REQUIREMENTS

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FTA FUNDING REQUIREMENTS

As used herein, "RCTC" shall have the same meaning as the "Commission." The term "contract" or "Contract" shall have the same meaning as the "Agreement." The term "Consultant" shall have the same meaning as "Contractor" as used in the Agreement.

1. No Obligation by the Federal Government

a. RCTC and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b. The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statements or Related Acts

a. The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

b. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l)(1) on the Consultant, to the extent the Federal Government deems appropriate.

c. The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

3. Access to Records

The Consultant agrees to the following access to records requirements:

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a. To provide RCTC, SBCTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Consultant also agrees, pursuant to 49 C. F. R. 633.15 to provide the FTA Administrator or his authorized representatives including any PMO Consultant access to Consultant's records and construction sites pertaining to a major capital project, defined at 49 C.F.R. 633.5, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

b. To make available in the case of a contract for a capital project or improvement, as defined above and awarded by other than competitive bidding in accordance with 49 U.S.C. 5325(a), records related to the contract to RCTC, SBCTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

c. To maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Consultant agrees to maintain same until RCTC, SBCTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

d. To permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

e. To require all subconsultants to comply with this provision.

4. Federal Changes

The Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between RCTC and FTA, or SBCTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

5. Civil Rights

The following requirements apply to the underlying contract:

(1) Nondiscrimination – The following nondiscrimination requirements apply to the underlying contract:

(a) Consultant shall comply with:

(i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.;

DRAFT

(ii) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21, including any amendments thereto.

(iii) Federal transit law, specifically 49 U.S.C. § 5332.

(b) The following is prohibited:

(i) Discrimination based on race, color, religion, national origin, sex (including sexual orientation), disability, or age.

(ii) Exclusion from participating in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332.

(iii) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332.

(iv) Discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.

(b) Consultant shall follow:

(i) the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

(ii) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3.

(iii) All other applicable federal guidance that may be issued.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. . In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623, Federal transit law at 49 U.S.C. § 5332, the Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42

DRAFT

U.S.C. § 6101 *et seq*., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq*., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq*., and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against individuals on the basis of disability, and that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(3) The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. FTA Disadvantaged Business Enterprise (DBE) Requirements

A. General DBE Requirements: In accordance with Federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), Commission has adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs" (the "Regulations"). The Contract is subject to these stipulated regulations.

It is the policy of the Commission to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;

2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;

3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;

4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;

5. Help remove barriers to the participation of DBEs in DOT assisted contracts;

6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and

7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

DRAFT

B. Discrimination: Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Any terms used herein that are defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations.

C. Commission's Race-Neutral DBE Program: A Race-Neutral DBE Program is one that, while benefiting DBEs, is not solely focused on DBE firms. Therefore, under a Race-Neutral DBE Program, Commission does not establish numeric race-conscious DBE participation goals on its DOT-assisted contracts. There is no FTA DBE goal on this Project.

Consultant shall not be required to achieve a specific level of DBE participation as a condition of contract compliance in the performance of this DOT-assisted contract. However, Consultant shall adhere to race-neutral DBE participation commitment(s) made at the time of award.

D. Race-Neutral DBE Submissions and Ongoing Reporting Requirements (Post-Award): At termination of the Contract, the successful Consultant shall complete and submit to Commission a "DBE Race-Neutral Participation Listing" in the form provided by Commission. In the event DBE(s) are utilized in the performance of the Agreement, Consultant shall comply with applicable reporting requirements.

E. Performance of DBE Subconsultants: DBE subconsultants listed by Consultant in its "DBE Race-Neutral Participation Listing" submitted at the time of proposal shall perform the work and supply the materials for which they are listed, unless Consultant has received prior written authorization from Commission to perform the work with other forces or to obtain the materials from other sources. Consultant shall provide written notification to Commission in a timely manner of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

F. DBE Certification Status: If a listed DBE subconsultant is decertified during the life of this Agreement, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a non-DBE subconsultant becomes a certified DBE during the life of this Agreement, the DBE subconsultant shall notify Consultant in writing with the date of certification. Consultant shall furnish the written documentation to Commission in a timely manner. Consultant shall include this requirement in all subcontracts.

G. Consultant's Assurance Clause Regarding Non-Discrimination: In compliance with State and Federal anti-discrimination laws, Consultant shall affirm that it will not exclude or discriminate on the basis of race, color, national origin, or sex in consideration of contract award opportunities. Further, Consultant shall affirm that they will consider, and utilize subconsultants and vendors, in a manner consistent with non-discrimination objectives.

H. Violations: Failure by the selected Consultant(s) to carry out these requirements shall be a material breach of the contract to be awarded pursuant to this RFP, which may result in the termination of the contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

DRAFT

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the Consultant from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

I. Prompt Payment: Consultant shall pay its subconsultants for satisfactory performance of their contracts no later than 30 days from receipt of each payment Commission makes to the Consultant. 49 C.F.R. § 26.29(a), unless a shorter period is provided in the contract.

J. Compliance with DBE Requirements Contained in FTA Provisions: Consultant shall comply with all DBE reporting and other requirements contained in this Agreement.

K. In accordance with the U.S. Department of Transportation (DOT) Disadvantaged Business Enterprise DBE Interim Final Rule (IFR) published on October 3, 2025 to amend 49 CFR Part 26:

a. Unless otherwise directed by FTA, and not withstanding any other provision herein, the Commission will not engage in compliance monitoring of DBE participation on the Agreement, and no DBE reporting is required.

b. Any DBE participation on the Agreement will not count towards any overall DBE goals.

c. Any changes to 49 CFR Part 26 as set forth in the IFR, as may be amended in the final rule, are hereby incorporated.

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7. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any RCTC requests which would cause RCTC to be in violation of the FTA terms and conditions.

8. Debarment and Suspension.

The Consultant agrees to the following:

(1) It will comply with the following requirements of 2 CFR Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200.

(2) It will not enter into any "covered transaction" (as that phrase is defined at 2 CFR §§ 180.220 and 1200.220) with any subconsultant whose principal is, suspended, debarred, or otherwise

excluded from participating in covered transactions, except as authorized by— (i) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200; (ii) U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180; and (iii) Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended recipients or third party participants.

(3) It will review the U.S. GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," if required by U.S. DOT regulations, 2 CFR Part 1200.

(4) Consultant agrees to include, and require all subconsultants to include, this provision in all subcontracts.

9. ADA Access Requirements

The Consultant shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC Section 12101 et seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794; 49 USC Section 5301(d).

10. Fly America

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To the extent applicable to the Services, the Consultant agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their consultants are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

11. Cargo Preference - Use of United States-Flag Vessels

To the extent applicable to the Services, the Consultant agrees:

1. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

2. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated,

DRAFT

"on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Consultant in the case of a subconsultant's bill-of-lading.)

3. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

12. Buy America

To the extent applicable, the Consultant shall comply with the following:

1. The domestic preference procurement requirements of 49 U.S.C. 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661, to the extent consistent with 49 U.S.C. 5323(j).

2. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

3. Procurement for rolling stock will comply with 49 U.S.C. § 5325 (Contract Requirements), 49 U.S.C. § 5323(j) (Buy America Requirements), 49 U.S.C. § 5323(m) (Pre-Award and Post Delivery Requirements), and 49 U.S.C. § 5318(e) (Bus Testing Requirements), 49 U.S.C. § 5323(u) (limitation on certain rolling stock procurements), and their implementing regulations.

13. Employment Provisions

To the extent applicable to the Services, Consultant shall comply with the following:

A. [For a construction or maintenance project over $2,000] **Davis–Bacon Act, as amended (40 U.S.C. 3141–3148).** When applicable, Contractor shall comply with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor shall pay wages not less than once a week. The non–Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. Contractor shall also comply with the Copeland "Anti–Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides

DRAFT

that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected violations shall be reported to the FTA.

B. [For contracts in excess of $100,000 that involve the employment of mechanics or laborers] **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).** When applicable, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

C. [For contracts not involving construction] **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3702).** Consultant will comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.

D. [For contracts involving commerce] **Fair Labor Standards Act (FLSA) (29 USC 201, et. seq.)**. Consultant will comply with the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201, et seq. to the extent that the FLSA applies to employees performing work with federal assistance provided through the contract involving commerce,

E. Release of Retainage

No retainage will be withheld by the RCTC from progress payments due Consultant. Retainage by Consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant or deficient subconsultant performance, or noncompliance by a subconsultant.

14. Termination for Convenience

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RCTC may terminate the Agreement for convenience in accordance with the terms of the Agreement.

After such termination, the Consultant shall submit a final termination settlement proposal to RCTC as directed. If the Consultant fails to submit a proposal within the time allowed, RCTC may determine, on the basis of information available, the amount, if any due the Consultant because of the termination and shall pay the amount determined. After the Consultant's proposal is received, RCTC and Consultant shall negotiate a fair and equitable settlement and the contract will be modified to reflect the negotiated agreement. If agreement cannot be reached, RCTC may issue a final determination and pay the amount determined. If the Consultant does not agree with this final determination or the determination resulting from the lack of timely submission of a proposal, the Consultant may appeal under the Disputes clause.

15. Administrative and Contractual Remedies on Breach; Termination for Cause

a. The Consultant may be declared in breach of this Agreement ("Breach") if the Consultant fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Consultant fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms. In case of any of the foregoing, RCTC shall notify the Consultant of the Breach, and the Consultant shall have a period of ten (10) days (or such longer period as RCTC may authorize in writing) after receipt of notice from RCTC to cure the Breach.

b. RCTC may, by written notice of termination to the Consultant specifying the effective date thereof, terminate the whole or any part of this contract, in the case of a Breach that is not cured within the timeframe set forth in (a) above ("Uncured Breach").

c. If the contract is terminated in whole or in part for an Uncured Breach, RCTC may procure upon such terms and in such manner as RCTC may deem appropriate, supplies or services similar to those so terminated, or may complete the services with its own forces. The Consultant shall be liable to RCTC for any excess costs for such similar supplies or services, and for any other costs incurred by RCTC as a result of the Uncured Breach. The Consultant shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

d. Except with respect to defaults of Subconsultants, the Consultant shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Consultant. If the failure to perform is caused by the default of a Subconsultant, and if such default arises out of causes beyond the control of both the Consultant and the Subconsultant, and without the fault or negligence of either of them, the Consultant shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required project completion schedule.

e. Payment for completed services or supplies delivered to and accepted by RCTC shall be at the contract price. RCTC may withhold from amounts otherwise due the Consultant for such completed services or supplies such sum as RCTC determines to be necessary to protect RCTC

DRAFT

against loss because of outstanding liens of claims of former lien holders, or to reimburse RCTC for any other costs related to the Uncured Breach.

f. If, after notice of termination of this contract for cause, it is determined for any reason that an Uncured Breach did not exist, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the provisions for termination for convenience of RCTC.

g. The rights and remedies of RCTC provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

h. Notwithstanding the above, RCTC may, without providing an opportunity to cure, terminate the contract in accordance with the timeframe set forth in Section 17 of the contract, if RCTC determines such action is in its best interest based on the nature of the Breach. Such actions shall not limit any of RCTC's remedies set forth above.

16. Disputes

a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by supplemental agreement shall be decided by RCTC's Deputy Executive Director, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the RCTC Deputy Executive Director shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, Consultant mails or otherwise furnishes to the RCTC Deputy Executive Director a written appeal addressed to RCTC's Executive Director. The decision of RCTC Executive Director or duly authorized representative for the determination of such appeals shall be final and conclusive.

b. The provisions of this Paragraph shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Paragraph, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

c. Pending final decision of a dispute hereunder, Consultant shall proceed diligently with the performance of this Agreement and in accordance with the decision of RCTC's Deputy Executive Director. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any RCTC official or representative on a question of law, which questions shall be settled in accordance with the laws of the State of California.

17. Lobbying

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See the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Consultants who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. The Offeror shall complete and submit with its bid/proposal the attached Certification Regarding Lobbying, and if applicable, the Standard Form-LLL, "Disclosure Form to Report Lobbying."

18. Energy Conservation

The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

19. Clean Water

a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Consultant agrees to report each violation to RCTC and understands and agrees that RCTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The Consultant further agrees that:

(1) It will not use any violating facilities;
(2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
(3) It will report violations of use of prohibited facilities to FTA; and
(4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1388).

The Consultant also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

20. Clean Air

a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Consultant agrees to report each violation to RCTC and understands and agrees that RCTC will, in turn,

DRAFT

report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The Consultant further agrees that:

(1) It will not use any violating facilities;
(2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
(3) It will report violations of use of prohibited facilities to FTA; and
(4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1388).

c. The Consultant also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

21. Solid Wastes

Recovered Materials - The Consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

22. Safe Operation of Motor Vehicles

Pursuant to Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party consultant to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project.

a. The Consultant is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Consultant or RCTC.
b. The Consultant agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this contract.

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23. Notification to FTA.

a. If a current or prospective legal matter that may affect the Federal Government emerges, the Consultant must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which this Agreement is being performed. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

b. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

c. *Additional Notice to U.S. DOT Inspector General*. The Consultant must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Commission located, if Consultant has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Consultant. In this paragraph, "promptly" means to refer information without delay and without change.

24. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Consultant shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Contract. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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25. Prohibited Transactions

Consultant certifies that:

a. Consultant does not have any unpaid Federal tax liability assessed, for which all judicial and administrative have been exhausted or have lapsed, and that in a timely manner pursuant to an agreement authority responsible for collecting the tax liability

b. Consultant was not convicted of the felony criminal violation Federal law within the preceding 24 months.

c. If Consultant cannot so certify, RCTC agrees to refer the matter to FTA and not to enter into any contract with Consultant without FTA's written approval

d. Consultant shall include, and require all subconsultants to include, this provision in all subcontracts.

26. Trafficking in Persons.

a. Consultant shall comply with section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended; 22 U.S.C. § 7104(g); and the terms of this section.

b. Definitions. Consultant agrees that for purposes of this section:

(i) Employee, for purposes of this section only, means either an individual who is employed by the Consultant or whose services are provided on a volunteer basis for the Consultant, and is participating in the Project or related activities as set forth in the Agreement,

(ii) Forced labor means labor obtained by recruitment, harboring, transportation, provision, or other means of obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(iii) Severe forms of trafficking in persons has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102. 23

(iv) Commercial sex act has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

(vi) Coercion has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

c. Consultant requirements:

(i) Consultant shall inform FTA and RCTC immediately of any information it receives from any source alleging a violation of the prohibitions in this section.

(ii) Consultant agrees that it and its employees that participate in this Agreement, may not:

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(1) Engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect,

(2) Procure a commercial sex act during the period of time that this Agreement is in effect, or

(3) Use forced labor in the performance of this Agreement or any subagreements hereunder.

d. Consultant shall include, and require all subconsultants to include, this provision in all subcontracts.

27. Covered Unmanned Aircraft Systems

To the extent applicable, the Consultant shall comply with the requirements of the American Security Drone Act, Pub. L. No. 118-31, §§ 1821-32 (2023), including the prohibition on use of Federal funds for procurements and operation of covered unmanned aircraft systems from covered entities. Consultant shall ensure that any unmanned aircraft systems, including drones, purchased and/or used to complete the work under the Agreement are not manufactured or assembled by an American Security Drone Act-covered foreign entity. A list of covered foreign entities is maintained by the Federal Acquisition Security Council (FASC) and published in the System for Award Management (SAM). The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

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EXHIBIT "E"

CERTIFICATE OF CONSULTANT

[attached behind this page]

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CERTIFICATE OF CONSULTANT

I HEREBY CERTIFY that I am the _____ and duly authorized representative of the firm of _____ whose address is _____, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor

(b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

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By: _____
Signature

_____
Name

_____
Title

_____

EXHIBIT "F" – LOBBYING ACTIVITIES DISCLOSURE

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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

[a] a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

[a] a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

[a] a. initial
b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

[✓] Prime [ ] Subawardee
Tier _____, if known

Steer Davies & Gleave Inc.

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

N/A

7. Federal Program Name/Description:

CFDA Number, if applicable N/A

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity N/A
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10) N/A
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$ _____ [ ] actual [ ] planned

13. Form of Payment (check all that apply):

[ ] a. cash
[ ] b. in-kind; specify: nature _____
Value _____

14. Type of Payment (check all that apply)

[ ] a. retainer
[ ] b. one-time fee
[ ] c. commission
[ ] d. contingent fee
[ ] e deferred
[ ] f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** [ ] **No** [✓]

No Lobbying activities to declare

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: [signature]
Print Name: Herbert Higginbotham
Title: North American Executive President
Telephone No.: 818 515 0770 Date: 01/28/2026

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AGENDA ITEM 9

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	April 8, 2026
TO:	Riverside County Transportation Commission
FROM:	Tom Kirk, Executive Director, Coachella Valley Association of Governments
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Coachella Valley Association of Governments' Continued Analysis of Cash Flow Concerns

STAFF RECOMMENDATION:

This item is for the Commission to:

1) Receive and file a presentation from the Coachella Valley Association of Governments (CVAG) Executive Director, Tom Kirk, who will present CVAG's continued analysis and cash flow concerns that was presented at the March 16 CVAG Executive Committee.

Attachment: CVAG Executive Committee Staff Report

ITEM 5E

Coachella Valley Association of Governments
Executive Committee
March 16, 2026

STAFF REPORT

Subject: **Continued Analysis of Cash Flow Concerns**

Contact: Jonathan Hoy, Director of Transportation (jhoy@cvag.org)

Recommendation: Direct the Executive Director to form an ad hoc committee comprised of Transportation, Finance and/or Executive Committee members, as well as member jurisdictions' staff, to consider and recommend policy changes addressing cash flow, including the Transportation Uniform Mitigation Fee, reducing regional costs and increasing regional revenue

Transportation Committee: Concurred and provided some initial nominees for the ad hoc (Meeting of February 2)

Finance Committee: Concurred and provided some additional options for the ad hoc membership (Meeting of March 3)

Background: CVAG oversees cash flow as a critical element of its financial planning, monitoring expenditures on regional capital projects that have reimbursement agreements approved by the Transportation and Executive Committees. Additionally, CVAG staff collaborate with member jurisdictions to develop cash flow projections based on upcoming projects that may seek regional funding. These cashflow projections heavily rely on Measure A and Transportation Uniform Mitigation Fee (TUMF) revenue that is programmed through the Transportation Project Prioritization Study (TPPS) and TUMF Nexus Study, both of which are being updated this year.

A cashflow shortfall was highlighted in 2020, when CVAG staff identified projected cash flow shortfalls and presented these findings to the Transportation and Executive Committees. A link to the December 7, 2020 Executive Committee staff report is included here for reference. Revenue from the Measure A sales tax and the TUMF were down by double digits, and once-reliable funding sources like the State Transportation Improvement Program (STIP) were dwindling. The COVID-19 pandemic further impacted cash flow through significant reductions in formula-based city and county local streets and roads (LSR) funds from the state, including the Highway Users Tax Account (HUTA) and the Road Maintenance and Rehabilitation Account (SB1 funding that does not flow to CVAG).

Updated cashflow projections were provided to the Transportation and Executive Committees in September 2025. At the time, the Executive Committee directed the Executive Director to further analyze potential policy changes to address short and long term cashflow considerations. A link to the September 29, 2025 Executive Committee Cashflow Analysis presentation is included here for reference.

With this report, staff is recommending that an ad hoc committee be formed to review updated cashflow projections. Additionally, this ad hoc would serve as a policy sounding board as CVAG completes an update to the TPPS and TUMF Nexus Study. The ad hoc is recommended to include members of both the Transportation, Finance and/or Executive Committees, as well as member jurisdictions' staff in order to represent the jurisdictions that pay TUMF or participate through in-lieu TUMF. This ad hoc would help provide recommendations to the CVAG Transportation and Executive Committees on potential policy changes to address short-term and long-term cash flow considerations, including options for reducing regional costs and increasing regional revenue.

CVAG Efforts to Secure Funding

CVAG and the Riverside County Transportation Commission (RCTC) have had a long-standing policy to secure funding for regional transportation projects. In December 2022, the CVAG Executive Committee authorized a Memorandum of Understanding to formalize funding distributions. Through this collaborative process, CVAG staff identified approximately $42 million in state and federal funds to be allocated to the Coachella Valley. These funds were programmed to the Interstate 10-Monroe Street interchange project, CVAG's top transportation priority as identified in the current TPPS. CVAG and RCTC also worked together to allocate over $50 million in Congestion Mitigation and Air Quality (CMAQ) program funds for CV Sync Phase II and construction of the regional signal synchronization project.

CVAG staff also continues to work with its member jurisdictions to ensure Coachella Valley projects are well positioned for competitive pots of external funding. The latest example of this is Southern California Association of Governments' (SCAG) 2025 Call for Projects related to Surface Transportation Block Grant (STBG) and CMAQ funding. As detailed in a separate staff report, in December 2025, SCAG recommended $30 million of STBG funding for the Monroe Street I-10 Interchange project, and $20 million of CMAQ funding for the Arts and Music Line Project in the cities of La Quinta, Indio and Coachella.

Cash Flow Analysis

Despite successful efforts to secure state and federal grants, including the $50 million of STBG and CMAQ funding awarded by SCAG in December, the regional funding forecast has not improved.

The updated revenue and expenditure estimates used to prepare CVAG's latest cash flow analysis only account for currently obligated projects listed in CVAG's approved Fiscal Year 2025-26 Budget. The analysis does not include expenditures for potential new projects or project phases lacking an executed reimbursement agreement between CVAG and the member jurisdiction. For example, only the Interstate 10 interchange at Monroe Street is included—no other interchanges were considered. Even with the additional $50 million awarded by SCAG in December 2025, the updated five-year cash flow analysis projects a negative fund balance of more than $4 million at the end of Fiscal Year 2028-29.

A funding breakdown of completed and future interchanges is below. As staff has previously noted, federal and state funding covered 65% of the cost to construct the seven most recently completed interchanges, this includes Monroe Street I-10 Interchange, since it will be advertised for construction this year. However, federal and state funding only accounts for 0.5% of the seven future interchange projects. Without a change, no funding will be available for future interchanges and bridge projects with a combined price tag of nearly $800 million.

Recently Completed Interchange Projects			
Description	Total	Local	Federal/State
Bob Hope/I-10	$52,000,000	$1,495,000	$50,505,000
Indian Canyon/I-10	$35,000,000	$9,000,000	$26,000,000
Palm Dr/Gene Autry/I-10	$35,000,000	$6,400,000	$28,600,000
Date Palm/I-10	$31,400,000	$4,300,000	$27,100,000
Jefferson St/I-10	$71,300,000	$23,300,000	$48,000,000
Monterey/I-10	$10,300,000	$7,735,097	$2,564,903
Monroe/I-10*	$175,000,000	$87,826,000	$87,174,000
Total:	**$410,000,000**	**$140,056,097**	**$269,943,903**

Future Interchange/Bridge Projects			
Description	Total	Local	Federal/State
Jackson/I-10	$145,000,000	$145,000,000	$0
Portola/I-10	$140,000,000	$138,725,000	$1,275,000
Avenue 50/SR86	$60,000,000	$59,200,000	$800,000
Avenue 50/I10	$120,000,000	$118,000,000	$2,000,000
Dillon/SR86	$90,000,000	$90,000,000	$0
Dillon I-10	$90,000,000	$90,000,000	$0
DaVall/I-10	$145,000,000	$145,000,000	$0
Total:	**$790,000,000**	**$785,925,000**	**$4,075,000**

Ever rising construction costs of projects such as the Monroe Street interchange indicate that the region's financial situation will be even more dire.

The Monroe Street I-10 Interchange project is scheduled to advertise for construction in fall of 2026. Compared to Jefferson Street (the last interchange constructed), construction costs have increased approximately 150%. After accounting for the $87 million in outside funding that CVAG helped secure, the remaining local funds required total approximately $87 million. Applying the current 75/25 cost-sharing formula results in an estimated $65 million share for CVAG and $22 million share for local jurisdictions.

Under CVAG's interchange proportionate share policy, these cash flow impacts will directly affect many member jurisdictions in the near future. The proportionate share policy was established in 2003 for five Coachella Valley interchange projects: Indian Canyon Drive, Palm Drive/Gene Autry Trail, Date Palm Drive, Bob Hope Drive, and Jefferson Street. CVAG retained a traffic impact/transportation planning firm to conduct a benefit assessment analysis that determined the percentage of trips by jurisdiction using each interchange, creating a ratio for the 25% local share responsibility. In January 2026, CVAG contracted with a professional traffic engineering consultant to conduct a proportionate share study for the local share of the Monroe project similar to that done for prior interchange projects. Staff anticipates having preliminary figures available in the spring, so member jurisdictions can begin considering them as part of their own budgets.

Transportation Project Prioritization Study (TPPS) Status Update

In addition to CVAG's work on cashflow, CVAG's consultants and staff are working on an update to the TPPS) and companion documents including the Regional Arterial Cost Estimate (RACE), Active Transportation Plan (ATP), and the TUMF Nexus Study. This update is deeply interconnected with cashflow and will have a tremendous impact on project delivery. The recommended ad hoc committee will also review these documents and make policy recommendations for Transportation and Executive Committees consideration.

Staff is anticipating the TPPS will be completed in 2026. The project team has completed their data collection meetings with jurisdictions' staff. They are currently completing their review for inclusion into the TPPS and the ATP. CVAG will be using the criteria discussed by the Transportation and Executive Committee as the starting point for the development of the 2025 TPPS Prioritization Criteria Update. Those criteria, as narrowed down by the Transportation Committee in October 2024, include the following: build infrastructure in disadvantaged communities; improve climate and disaster resiliency; fill system gaps; add pedestrian and bicycle routes; improve mobility for disadvantaged people; reduce congestion; reduce accidents; improve pavement condition; improve access in and out of the Coachella Valley; improve access in and out of events; and reduce vehicle miles traveled/ encourage infill development

While the TPPS prioritizes projects, the Regional Arterial Cost Estimate (RACE) provides a uniform methodology used to determine feasible transportation projects studied in the TPPS and estimate the costs to complete the ultimate improvements. The costs will help determine the approximate funding amounts required for each transportation infrastructure project, including construction, right-of-way, and impact factors to cover other related project costs such as design, utility relocations, and construction management and inspection. The project cost estimates are used as an input to the TUMF Nexus Study, which is underway.

Policy Considerations Moving Forward

In addition to providing insights on the TUMF Nexus Study, the recommended ad hoc committee will consider short and long-term policies to address cashflow deficits. These which may include but not limited to the following:

Revenue Enhancement Options:

- Adjust the cost-sharing policy: The current 75/25 cost sharing formula was established in 2007. Prior to 2007, the cost sharing formula was 50/50. Considering that Road Maintenance and Rehabilitation Account (RMRA) funds (SB1 funding that goes directly to cities and county, not CVAG) have doubled in the last decade, and many cities have their own sales tax measures, CVAG could return to the original 50/50 formula split instead of the current 75/25 split;
- Increase the sales tax: For years, there have been conversations by RCTC about whether to pursue a new sales tax measure to increase cash flow revenues. The region's current Measure A is a half-cent sales tax extended by voters in 2002 for 30 years. RCTC adopted a Traffic Relief Plan to identify the types of projects that could be funded if more revenue is available, and it incorporates CVAG's TPPS. There has been no decision by RCTC about if or when to put something before voters.
- Increase development fees: Feedback will be needed on the potentially substantial increase to the TUMF fee. In 2017, CVAG's TUMF Nexus Study calculated a maximum fee of $8,409 per single-family residence. However, in consideration of funding constraints and project feasibility over a 15-25 year timeframe, the Executive Committee adopted a reduced fee of $2,310 per single-family residence in 2018. TUMF is raised slightly every year due to an inflation adjustment and is currently $2,840, as compared to the $15,476 assessed by Western Riverside Council of Governments as of April 1, 2025.

Expenditure Reduction Options:

- Adjust project prioritization: Collaborate with Riverside County and valley cities to reprioritize or eliminate projects from the TPPS.
- Reconsider interchange or large project funding: Evaluate whether CVAG should continue funding interchange projects given their significant cost impact.
- Cap CVAG funding for any single project.
- Limit CVAG funding to specific project phases: CVAG could establish a policy to fund only pre-construction activities, or to fund only the construction phase.
- Eliminate projects in jurisdictions that do not collect TUMF or in-lieu TUMF.

Staff is recommending that an ad hoc committee be formed to review cashflow projections and updated TPPS and TUMF studies to help provide guidance to the Transportation and Executive Committees on potential policy changes to address short-term and long-term cash flow considerations, including options for reducing regional costs and increasing regional revenue. This ad hoc would include members from the Transportation and Finance Committees, as well as city managers or their designees. The Executive Director would seek volunteers and ensure the ad hoc is not comprised of a quorum of any standing committee.

The Transportation Committee considered this item at their meeting on February 2. Members concurred with the creation of the ad hoc and began submitting names for consideration. Below is a table with CVAG member jurisdictions that participate in TUMF or in-lieu TUMF, and the individuals who have confirmed interest to date:

Member Jurisdiction	Representative
Agua Caliente Band of Cahuilla Indians	Chief Planning Officer Margaret Park
City of Cathedral City	Mayor Raymond Gregory
City of Coachella	TBD
City of Desert Hot Springs	Mayor Scott Matas
City of Indian Wells	City Manager Chris Freeland
City of Indio	City Manager Bryan Montgomery
City of La Quinta	Mayor Pro Tem Kathleen Fitzpatrick or City Manager Jon McMillen
City of Palm Desert	Councilmember Jan Harnik
City of Palm Springs	TBD
City of Rancho Mirage	TBD
County of Riverside	Supervisor V. Manuel Perez

This Finance Committee also considered this item at their meeting on March 3. Members provided some additional interest, but encouraged the Executive Director to finalize the list after the Executive Committee had considered this item.

Fiscal Analysis: There is no additional cost to CVAG to form an ad hoc committee to provide guidance to the Transportation and Executive Committees.

CVAG faces a projected $4 million budget deficit at the end of Fiscal Year 2028-29, with nearly $1 billion in unfunded future interchange projects. Despite CVAG securing $235 million in outside funding over the last five years, rising costs — as exemplified by the Monroe Street interchange's 150% cost increase — have created a substantial funding gap. CVAG is facing some difficult options – whether it is changing the cost-sharing formula from 75/25 to 50/50, increasing taxes or

fees, or reducing project commitments. These policy considerations will require careful evaluation of their impacts on regional transportation goals, member agency capacity, and overall system functionality.

AGENDA ITEM 10

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

DATE:	April 8, 2026
TO:	Riverside County Transportation Commission
FROM:	Mona Babauta, General Manager, SunLine Transit Agency
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	SunLine State of the Agency

STAFF RECOMMENDATION:

This item is for the Commission to:

1) Receive and file the report on the state of SunLine Transit Agency.

BACKGROUND INFORMATION:

Agency Overview

SunLine Transit Agency is the Coachella Valley's local public transit provider. The agency operates a total of twelve (12) bus routes, of which eleven (11) are local routes covering over 1,100 square miles from the Salton Sea in the east to Palm Springs/Desert Hot Springs in the west. In addition, SunLine operates a regional commuter route, the Route 10, from the city of Indio to California State University-San Bernardino (CSUSB), as well as Downtown San Bernardino where it connects to MetroLink, Omnitrans, and Victor Valley Transit. The Route 10 also connects with Riverside Transit Agency (RTA) and Banning Transit in the city of Beaumont.

SunLine employs over 350 employees and currently maintains a total fleet of 88 fixed route buses, of which 49 compose the active fleet to deliver daily service. Over 60 percent of the active fleet (32 buses) is composed of hydrogen fuel cell buses (HFCBs), and the remaining 40 percent consists of 4 battery electric buses (BEBs), 11 compressed natural gas (CNG) buses, and 3 45-foot CNG commuter coaches for the Route 10 specifically. The other 39 CNG buses in the total fleet, referred to as the contingency fleet, have exceeded the Federal Transit Administration's (FTA) standard 12-year/500,000-mile useful life standard, but are being maintained for training activities and emergency situations.

Other services offered by SunLine include complementary paratransit (SunDial), microtransit (SunRide) and a subsidized taxi program to support other mobility needs and to minimize service gaps to the greatest extent possible. Inclusive of all services, SunLine carries approximately 3 million passengers annually. Over 70 percent of customers are going to work, school, or medical appointments based on recent data.

Operating Budget & Priorities

SunLine's annual operating budget is approximately $50.5 million, of which nearly 60 percent is funded with State Local Transportation Funding (LTF). Local Measure A funds approximately 15 percent of the total, and the remaining 25 percent is funded through a combination of locally generated revenues, federal operating sources, and state subsidies coming mainly from the Cap and Invest program because of SunLine's heavy investment in zero emission hydrogen fuel technology. It is important to note that Local Measure A funds are critical for meeting the state mandated farebox recovery ratio of 19 percent for maintaining eligibility for LTF.

Currently underway is an initiative to reimagine the SunLine transit system and develop a longer-term service plan, which will serve as a set of investment guidelines for addressing the Valley's mobility needs over the next 5-6 years, potentially increasing system productivity, maximizing operational efficiencies, and improving the overall customer experience. This initiative is branded as "SunLine: Rides Reimagined," and more information may be found on the SunLine website: www.SunLine.org and https://www.sunline.org/rides-reimagined. The SunLine Board of Directors is expected to approve a final report, consisting of both constrained and unconstrained service plans, by the start of calendar year 2027. Staff will leverage the final report to compete for additional operating and capital funds in the coming years.

Capital Budget & Priorities

SunLine's FY 2026 capital budget of over $100 million is primarily focused on state of good repair initiatives and regulatory compliance, namely the State's Innovative Clean Transit (ICT) Rule requiring all transit fleets to transition to zero emission by 2040. Top capital priorities include:

1. **New Maintenance Facility:** The current facility, which is a metal shell with no climate control, has 6 bus bays to maintain a fleet of 88 fixed route buses. A new facility will support increased operational efficiency, system reliability, and employee health and wellness. The majority of the estimated $30 million for new construction is included in the capital budget, and staff continues to pursue discretionary grant programs.

2. **Workforce Training Center:** This roughly 8,000 square foot project is underway and will include a bus bay, two classrooms, and storage for large training equipment. The facility will primarily support workforce development and skills enhancement in zero emission/hydrogen fuel cell technology maintenance and repairs.

3. **East Valley (Indio) Hydrogen Fueling Station:** Construction of a facility in Indio could potentially give SunLine the option of starting east valley bus routes from the city of Indio, reducing deadhead miles/hours and operating costs currently being incurred from starting all service out of the Thousand Palms facility. This facility will also build increased fueling resiliency into the hydrogen program for maximizing system reliability.

4. **Solar Microgrid:** Architecture and Engineering (A&E) is underway to design and partially engineer a solar microgrid for expanding energy capacity at SunLine's Thousand Palms

facility, which is important for future growth in an area where Imperial Irrigation District's (IID) grid capacity is very limited. Design will incorporate solar arrays that will be built into the Workforce Training Center and Maintenance facilities, as well as future construction on adjacent property.

5. **Bus Replacements/Refurbishments:** SunLine continues to prioritize maintaining the fleet in a state of good repair for maximizing safety and system reliability. Purchasing zero emission buses will also be prioritized for complying with state regulations.

6. **Technology Enhancements:** These are primarily focused on employee and customer safety and convenience, as well as enhancing system performance.

Fiscal Outlook

Overall, SunLine's fiscal outlook is stable for the foreseeable future, but easily influenced by local, state and federal decisions and affairs. Staff continues to monitor the following issues as they could impact the agency's ability to maintain current levels of service and/or system reliability:

1. *Reauthorization of Local Measure A Sales Tax*: Local Measure A Sales Tax revenue, which is set to expire in 2039, not only helps SunLine keep fares low/affordable and fund operations, but it also plays a critical role in allowing SunLine to maintain eligibility for Local Transportation Funds (LTF). LTF is SunLine's lifeline source for meeting its annual operating obligations.
2. *Infrastructure Investment and Jobs Act (IIJA) Extension:* The current surface transportation act, IIJA, will expire on September 30, 2026.
3. *Federal Political Landscape:* The new Administration's priorities are impacting SunLine's historic practice of pursuing federal funds to finance hydrogen investments.
4. *Tariffs:* Equipment and parts costs remain high and harder to source on the global market, given the implementation of new tariffs and ongoing world events.
5. *Cap and Invest Program*: California's Cap and Invest Program is yielding lower revenue generation than in the past. In addition, due to the State's current budget constraints, future allocations of SB 125 funds remain uncertain at the moment.